

DATED THE <sup>12</sup>16 DAY OF *December* 2017

**MINISTER FOR HOUSING, PLANNING AND LOCAL GOVERNMENT**

**“the Lessor”**

One Part

AND

**MARINE INSTITUTE**

**“the Lessee”**

Other Part

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**FORESHORE LEASE**

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Chief State Solicitor's Office,  
Osmond House,  
Ship Street Little,  
Dublin 8.  
PM/File Ref.:2017/03918

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LEASE dated the 15<sup>th</sup> day of December 2017

## **Definitions and Interpretation**

### **1. Definitions**

The definitions contained in the Tenth Schedule shall apply to this Lease and to the several schedules hereto.

### **2. Interpretation**

The interpretation section contained in the Eighth Schedule shall apply to the construction of this Lease and the several schedules hereto.

### **3. Recitals**

3.1. The Lessee has applied to the Lessor for a Foreshore Lease to enter onto, use and occupy the Leasehold Area for the purpose of developing and operating and installing a ¼ scale wind, wave and tidal renewable energy test facility, test site infrastructure and specified test devices in accordance with the plans and drawings submitted to the Lessor. Unspecified test site infrastructure and devices will require a separate future application and consent.

3.2. For the avoidance of doubt this Foreshore Lease does not form part of any current or future commercial offshore renewable energy generating facility and is granted on the basis that there is no provision to export power from the test site to the National Grid.

3.3. The purpose of the site is to facilitate testing of renewable energy converters by renewable energy developers on a non-commercial basis.

3.4. The Lessor in exercise of the power conferred on him by section 2(1) of the Foreshore Act, 1933, as amended, has agreed to grant a Foreshore Lease to the Lessee on the terms and conditions set out in this deed.

### **4. Operative Part**

The Lessor in exercise of the powers vested in him by section 2(1) of the Foreshore Act 1933, as amended, and in consideration of the payment of €1.00, if demanded, and the covenants on the part of the Lessee hereinafter contained, **HEREBY DEMISES** unto the Lessee **ALL THAT AND THOSE** the Leasehold Area **TOGETHER WITH** the rights and easements specified in the Second Schedule **EXCEPTING AND RESERVING** unto the Lessor the rights and easements specified in the Third Schedule **TO HOLD** the Leasehold Area unto the Lessee from and including the Term Commencement Date for the Term **SUBJECT TO** all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Leasehold Area and also **SUBJECT TO** the provisos set out in the Seventh Schedule hereto **YIELDING AND PAYING** unto the Lessor during the Term:

4.1 Any sum recoverable by the Lessor as costs or expenses under this Lease, the same to be paid on demand.

**AND** the Lessee hereby **COVENANTS** with the Lessor to perform and observe the covenants, conditions and stipulations set out in the Fourth and Sixth Schedules hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

**AND** the Lessor hereby **COVENANTS** with the Lessee to perform and observe the covenants, conditions and stipulations set out in the Fifth Schedule hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

The address of the Lessee in the State for service of notices and its description is:  
Rinville, Oranmore, Co. Galway. H91 R673.

The Lessor **HEREBY ASSENTS** to the registration of the Lease.

**IT IS HEREBY FURTHER CERTIFIED** that the Family Home Protection Act 1976, Family Law Act 1981, the Judicial Separation and Family Law Reform Act, 1989, the Family Law Act, 1995, the Family Law (Divorce) Act, 1996, and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act, 2010, do not affect the Leasehold Area.

**IN WITNESS** whereof a person so authorised by the Lessor under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Lessor and Lessee has hereunto affixed his seal the day and year first herein **WRITTEN**.

## FIRST SCHEDULE

### The Leasehold Area

**ALL THAT AND THOSE** that part of the Foreshore comprising 37.52 hectares (approximately 670 x 560metres), together with works or other structures thereon or to be hereafter constructed thereon to include the Development, situate at Spiddal, Co. Galway as shown outlined in red on the map annexed hereto and referred to as Drawing No. Galway Bay Marine and Renewable Energy Test Site Location Map rev\_03 and dated 10th June 2016.

The Leasehold Area is the area delineated in red annexed to this Schedule, which lies within the geographic co-ordinates:

#### Test Area

Location	Longitude	Latitude
1 North West	53° 13.90' N	9° 16.15' W
2 North East	53° 13.90' N	9° 15.55' W
3 South West	53° 13.60' N	9° 16.15' W
4 South East	53° 13.60' N	9° 15.55' W

## **SECOND SCHEDULE**

### **Rights and Easements**

5. The following rights and easements (to the extent only that the Lessor is entitled to make such a grant) are hereby granted to the Lessee to be enjoyed by the Lessee in conjunction with the Lessor and all other persons authorised by the Lessor or having like rights and easements:-

- 5.1 Subject to temporary interruption for repair, alteration or replacement or interruptions outside the control of the Lessor, the free and uninterrupted passage and running of the Utilities to and from the Leasehold Area through the Conduits which are now, or may at any time be in, under or passing through or over the Adjoining Property



**THIRD SCHEDULE**  
**Exceptions and Reservations**

6. The following rights and easements are excepted and reserved out of the Leasehold Area to the Lessor and all other persons authorised by the Lessor or having the like rights and easements:
- 6.1 The full, free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time be in, on, under, or passing through or over the Leasehold Area;
- 6.2 All mines and minerals on or under the surface of the Leasehold Area together with the right to get and take such mines or minerals;
- 6.3 The right to grant under section 3 of the Act a Licence in the Leasehold Area upon prior written agreement with the Lessee;
- 6.4 The right at all reasonable times and upon reasonable prior notice (except in the case of emergency) to enter the Leasehold Area with or without construction workers or equipment if necessary in order to:-
- 6.4.1 view and examine the state and condition of the Leasehold Area and to carry out any necessary works, repairs or installations deemed necessary by the Lessor to any part of the Leasehold Area and/or the Adjoining Property;
- 6.4.2 inspect, cleanse, maintain, repair, connect, remove, lay, renew, relay, re-route, replace, alter or execute any works whatsoever to or in connection with the Conduits and any other services;
- 6.4.3 remove, at the cost of the Lessee, and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required or

which may, in the opinion of the Lessor, be injurious to navigation, the Adjoining Property or the public interest;

6.4.4 restore the Leasehold Area to the former or proper condition thereof upon expiry, termination or forfeiture;

6.4.5 erect or construct any buildings or works which in the opinion of the Lessor may be required for the purposes of navigation within the Adjoining Property or the public interest.

## **FOURTH SCHEDULE**

### **Covenants of the Lessee**

7. The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor as follows:-

#### **7.1 Construction of the Development**

- 7.1.1 To construct the Development within five years of the Term Commencement Date in accordance with the Plans to the Lessor's satisfaction;
- 7.1.2 Not to commence any works within the Leasehold Area associated with the construction of the Development, without the prior written consent of the Lessor, such consent is not to be unreasonably withdrawn or delayed, **PROVIDED ALWAYS** that the Lessor shall not be obliged to grant such consent unless and until the Lessee has obtained and provided to the Lessor copies of all necessary consents, permissions, permits, licenses, registrations and authorisations in respect of the Development;
- 7.1.3 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during the construction of the Development;
- 7.1.4 Not to undertake any works in the Leasehold Area that do not comply with the Plans applicable at the date that the Development is constructed;
- 7.1.5 Not to breach any of the Site Specific Conditions;
- 7.1.6 To immediately notify the Lessor if at any stage the Lessee becomes aware that the Development or any other works within the Leasehold Area do not comply with the Plans that were applicable at the date that the Development was constructed or such works were performed (unless the Lessee was first notified by the Lessor);

- 7.1.7 At all times to maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease including:
- 7.1.7.1 ensuring that all necessary competent persons are engaged to carry out any works, activities, or operations pursuant to this Lease;
- 7.1.7.2 using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;
- 7.1.8 To comply in all respects with the provisions, as applicable, of the Planning Acts, the Building Control Acts, the Construction Regulations, the Public Health Acts and Environmental Laws regarding the Development and to carry out all works associated with the construction of the Development in a good and workmanlike manner and that is not injurious to navigation, the Adjoining Property or the public interest as applicable;
- 7.1.9 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the Development, at the cost of the Lessee as applicable;
- 7.1.10 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or anything omitted from them or the period referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area as applicable;
- 7.1.11 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to the Development and opinions of compliance or (as the case may be)

exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to time by the Royal Institute of the Architects of Ireland or the Institute of Engineers in Ireland as applicable;

7.1.12 In the event of the Development or the construction thereof not conforming to the grants of planning permission, fire safety certificate or Environmental Licences procured in respect thereof, to carry out such alterations or amendments as shall be necessary to comply therewith. However, in the event of it becoming impossible to comply with the grants of planning permission, fire safety certificate, or Environmental Licences procured, to restore the Leasehold Area to its former condition to the satisfaction of the Lessor as applicable;

## **7.2 Installation of Equipment**

7.2.1 The Lessee must not approve or permit the installation, deployment, erection, deposit and/or placing of any Equipment in the Leasehold Area unless and until:

- (a) the Lessee has notified the Lessor of the identity of the potential RETD Developer proposing to install, deploy, erect, deposit and/or place the Equipment in the Leasehold Area; and
- (b) the Lessee has provided the Lessor with such information as is required by the Lessor to enable the Lessor to determine whether the Equipment that is proposed to be installed, deployed, erected, deposited and/or placed in the Leasehold Area is Licensed Equipment or Unlicensed Equipment; and
- (c) the Lessor has notified the Lessee in writing whether it has determined that the Equipment that is proposed to be installed, deployed, erected, deposited and/or placed in the Leasehold Area is Licensed Equipment or Unlicensed Equipment; or

where following such notification, which shall not be unreasonably withheld or delayed the Lessor has notified the Lessee in writing that the Equipment that is proposed to be installed, deployed, erected, deposited and/or placed in the Leasehold Area is Licensed Equipment, the Lessor has granted the Developer a Lease/Licence in respect of such Equipment.

- 7.2.2 The Lessee must not install, deploy, erect, deposit and/or place or permit to be installed, deployed, erected, deposited and/or placed in the Leasehold Area anything that is neither Equipment or Facilities.

### **7.3 Specifications**

- (a) Unless the prior written approval of the Lessor is obtained, which approval may be granted subject to conditions, the Lessee must ensure that:
- (i) the RETDs are constructed and installed in accordance with the Specifications and the DEVICES at all times comply with the Specifications which were applicable at the date that the RETDs were constructed and/or installed;
  - (ii) no development, work, construction or installation is undertaken in the Leasehold Area that does not comply with the Specifications; and
  - (iii) all Licensed Equipment is constructed and installed in accordance with the Lease/Licences and the Licensed Equipment at all times comply with the requirements of the Lease/Licences which were applicable at the date that the Licensed Equipment was constructed and/or installed.
- (b) The Specifications may be amended from time to time by agreement between the Lessor and Lessee.
- (c) If at any stage the Lessee becomes aware that any part of the RETDs do not comply with the Specifications, or any of the Licensed Equipment does not comply with the relevant Lease/Licence (whether as a result of notification by the Lessor or other competent authority or otherwise), the Lessee must:

- (i) notify the Lessor, unless the Lessee was notified by the Lessor; and
- (ii) unless the Lessor otherwise agrees in writing, take all reasonable steps to ensure that:
  - 1. The RETDs or related works comply with the Specifications that were applicable at the Term Commencement Date;
  - 2. The Licensed Equipment at all times complies with the requirements of the Lease/Licences which were applicable at the date that the Licensed Equipment was constructed and/or installed;
  - 3. Any adverse consequence arising out of the fact that any part of the RETDs, Facilities or related works were not constructed and/or installed in accordance with the Specifications or works were not performed in accordance with the Specifications, or Licensed Equipment does not comply with the relevant Lease/ Licence, as the case may be, are rectified to the satisfaction of the Lessor.

#### **7.4 Operations in Connection with the Lease**

- (a) Without prejudice to any other rights and obligations under this Lease or at Law, in exercising any rights or performing any obligations in connection with this Lease, the Lessee must:
  - (i) comply with the Site Specific Conditions set out in the Sixth Schedule;
  - (ii) ensure that the RETDs or other works or structures in the Leasehold Area, including any Equipment, are maintained in a good and proper state of repair and condition, in each case to the satisfaction of the Lessor;
  - (iii) ensure that all activities, operations, or other works or structures in the Leasehold Area, whether carried on by the Lessee or any other person, will not constitute a public health hazard or danger to persons, animals, marine life or the environment;

- (iv) will not commence or procure the decommissioning of any part of the RETDs other than with the prior written consent of the Lessor;
- (v) not Encumber this Lease or the RETDs without the prior written consent of the Lessor;
- (vi) maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease in accordance with good industry practice, including:
  - 1. ensuring that all necessary competent persons are engaged to carry out any works, activities or operations pursuant to this Lease; and
  - 2. using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;
- (vii) minimise damage and disturbance to the sea bed, fisheries and all other maritime activities and repair any damage which does occur;
- (viii) not undertake any works, activities or operations, other than navigation, outside the Leasehold Area without the prior written consent of the Lessor and, where appropriate, any occupiers of such sea bed;
- (ix) not, without the express prior written consent of the Lessor, carry out any works, activities or operations which are injurious to or interfere unreasonably with fishing, navigation, adjacent lands, approved scientific research or the public interest; and
- (x) ensure that adequate warning notices or other appropriate security and safety measures are in place at all works and structures during construction and, where necessary, for the duration of this Lease.



- (b) Without prejudice to any other remedy under this Lease or at Law, if the Lessor is of the view that the Lessee is in breach of any obligation, the Lessor may, by notice in writing, require that the Lessor rectify or procure the rectification of such breach, within such reasonable time period as is specified by the Lessor.
- (c) If the Lessor is of the view that the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired by reason of a change in the managerial, technical or financial competence of the Lessee, the Lessor may notify the Lessee in writing of such concerns, following which:
  - (i) the Lessee must respond in writing to the Lessor within 30 days of receipt of such notice responding to the concerns of the Lessor, together with a plan outlining timeframes and actions which will be taken to address such concerns; and
  - (ii) such concerns must be remedied by the Lessee within a reasonable time following the receipt of such notice (such reasonable time to be determined by the Lessor having regard to the nature of the concerns).

## **7.5 Environmental Impact**

- (a) In the event that the RETDs or any Facilities or Equipment installed or operated pursuant to this Lease or any Licence or any activities or operations in connection with this Lease and within the Leasehold Area:
  - (i) cause or are likely to cause a significant adverse effect on the environment, the Lessor may, by notice in writing to the Lessee, require the Lessee to carry out or procure to be carried out all such specified measures which, in the Lessor's reasonable opinion are required to prevent or remedy any such significant adverse effects;
  - (ii) cause or are likely to cause a significant adverse impact on a Protected Site, the Lessor may, by notice in writing to the Lessee, require the

Lessee to carry out or procure to be carried out all such specified measures as may reasonably be required to avoid the deterioration of the Protected Site or to otherwise comply with Council Directive 92/43/EEC of 21 May 1992 (as amended) on the conservation of natural habitats and of wild flora and fauna or Council Directive 2009/147/EC of 30 November 2009 on the conservation of wild birds; and

- (iii) cause electromagnetic interference with navigational or communication related systems, the Lessee will take or procure to be taken such action as is directed by the Commission for Communications Regulation to rectify the problem or otherwise such action as may be directed by the Lessee.

**PROVIDED ALWAYS** that the Plans and/or Site Specific Conditions or any other covenant or condition in this Lease may be amended from time to time by agreement between the Lessor and the Lessee. If the Lessor reasonably considers it necessary to do so the Lessor may give notice in writing to the Lessee requiring the Lessee to comply with the Law and/or Environmental Laws, public health and safety, protection of the Environment or the Development presents a significant obstruction to navigation or fishing, or based on the results of any monitoring programme or other material information that becomes available, subject in all cases to whatever covenants, conditions and/or undertakings the Lessor may deem necessary to be given on the part of the Lessee.

#### **7.6 Analysis of Leasehold Area**

If considered necessary by the Lessor, and by agreement between the Lessor and the Lessee at the cost of the Lessee, to carry out an analysis and monitoring of the Leasehold Area and waters and of the Adjoining Area and the waters therein, or to pay to the Lessor all vouched expenses reasonably incurred by the Lessor to carry out such analysis and monitoring

#### **7.7 Abatement**

To permit the Lessor at any time to enter into and remove from the Leasehold Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Lease or

applicable Law, or which may in the opinion of the Lessor be injurious to navigation, the Adjoining Property or the public interest and to restore the Leasehold Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Lessor may be required for the purposes of navigation, the Adjoining Property or the public interest.

#### **7.8 Adjoining Property**

To use so much of the Adjoining Property only as is reasonably required by the Lessee from time to time to exercise his rights and obligations pursuant to Clause 7.1 and Clause 7.11 provided the is obtained by the Lessee;

#### **7.9 Rent**

To pay the Initial Rent or revised rent reserved by this Lease in the manner specified in Clause 4.1 without any deduction, set-off or counterclaim whatsoever, whether demanded or not;

#### **7.10 Outgoings**

- 7.10.1 To pay and indemnify the Lessor against all Outgoings.
- 7.10.2 To perform and observe all present and future regulations and requirements of each of the Utility supply authorities in respect of the supply and consumption of Utilities in or on the Leasehold Area.

#### **7.11 Repairs**

- 7.11.1 To repair the Leasehold Area (to include alterations thereto) and to keep same in a good and proper state of repair and condition, to the satisfaction of the Lessor, and to keep the Leasehold Area free from all defects to include but not limited to defects injurious to navigation, the Adjoining Property or the public interest, and as often as may be necessary, to rebuild, reinstate, renew or replace the Leasehold Area to include alterations thereto;
- 7.11.2 To maintain, repair and keep in good working order and condition, and as often as may be necessary, to renew and replace with articles of a similar kind and quality all Plant and Conduits (if any) in, upon, over or under the Leasehold

Area and to repair any damage caused to the Leasehold Area by the breakdown, misuse of, or failure to repair such Plant and Conduits and to indemnify the Lessor against any loss or liability resulting therefrom.

### **7.13 Yielding Up**

At the expiration or sooner determination of the Term, to quietly yield up the Leasehold Area having:-

- 7.13.1      complied with all the Lessee's covenants contained in the Lease;
- 7.13.2      if so notified by the Lessor, but not otherwise, removed all alterations or additions (to include the Development) made to the Leasehold Area by the Lessee, together with any Lessee's fixtures, fittings, furniture and effects and restore the Leasehold Area to its former or proper condition to the satisfaction of the Lessor within twelve months of the receipt of such notice;

### **7.14 Right of Entry**

To permit the Lessor and with all necessary materials and appliances at all reasonable times upon reasonable prior notice (except in cases of emergency where no notice shall be required) to enter and remain upon the Leasehold Area for any of the following purposes:-

- 7.14.1      to view and examine the state and condition of the Leasehold Area, and to take schedules or inventories of the Lessor's fixtures and fittings;
- 7.14.2      to exercise any of the rights excepted and reserved by the Lease and to carry out any obligations arising thereunder;
- 7.14.3      to establish whether the covenants and conditions of the Lease have been complied with;

- 7.14.4 for any other purpose connected with the interest of the Lessor in the Leasehold Area and/or Adjoining Property, including but not limited to, valuing or disposing of the interest under the Lease.

#### **7.15 Compliance with notices**

Upon written notice being given by the Lessor to the Lessee of any breach of covenant:-

- 7.15.1 to make good and remedy within thirty (30) days of such notice, or sooner if required in the notice, the breach to the reasonable satisfaction of the Lessor;
- 7.15.2 if the Lessee fails within thirty (30) days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue and comply with such notice, to permit the Lessor to enter the Leasehold Area and carry out all or any of the works or other steps necessary for compliance with the notice and in default of payment of the cost of such works, same shall be recoverable by the Lessor from the Lessee.

#### **7.16 Operation of Leasehold Area**

- 7.16.1 Not to engage in any activity in or on the Leasehold Area which may result in:-
- 7.16.1.1 an increase in the risk of contamination, pollution, or overloading in, on or to the Leasehold Area or any part thereof, the Adjoining Property, Foreshore and/or waters in, on, under or surrounding any of the foregoing;
- 7.16.1.2 damage and disturbance to the Environment, fisheries and all other maritime activities;
- 7.16.1.3 the creation of any loss, damage, injury, nuisance, inconvenience, annoyance, danger, disturbance or damage to the Lessor, affecting the

enjoyment of the Adjoining Property or the value or character of the Leasehold Area;

7.16.1.4 the obstruction of or interference with the rights of owners or occupiers of the Adjoining Property;

7.16.1.5 the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Leasehold Area;

7.16.1.6 the Lessor incurring liability or expense under any statutory provision relating thereto;

7.16.1.7 injury to or interfere unreasonably with fishing, navigation, the Adjoining Property, approved scientific research or the public interest, save where the prior written consent of the Lessor has been obtained;

7.16.1.8 waste, spoil or destruction to the Leasehold Area.

7.16.2 The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor:

7.16.2.1 not to erect, place or display on the Leasehold Area any sign or other item whatsoever without obtaining the prior written consent of the Lessor.

7.16.2.2 not to bring any article, machine, apparatus or thing onto the Leasehold Area which is unduly combustible or inflammable, radioactive or explosive or which may unduly increase the risk of fire or explosion, save with the Lessor's prior written consent, which consent shall not be unreasonably withheld.

7.16.2.3 not to allow to pass into the Conduits serving the Leasehold Area any noxious or deleterious effluent or other substance which will cause an obstruction or injure the said Conduits and in the event of such obstruction or injury, to make good as soon as practicable at the cost of the Lessee all damage to the satisfaction of the Lessor.

## 7.17 User

- 7.17.1 Not without the prior written consent of the Lessor, to use the Leasehold Area except for the Permitted User nor to make any application for planning permission, a fire safety certificate, Environmental Licences or other relevant consents with regard to any change of user or other development relating to the Leasehold Area as applicable without the prior written consent of the Lessor **PROVIDED ALWAYS** that it shall be reasonable for the Lessor to refuse his consent on the grounds that the change of use sought would not be in keeping with the overall development of the Foreshore, and/or reclaimed Foreshore;
- 7.17.2 To pay the reasonable costs of the Lessor in furnishing any consent under Clause 7.17.1.

## 7.18 Alterations

- 7.18.1 Not, without the prior written consent of the Lessor, to erect any new building or structure or to engage in works on, or to make any addition or alteration to the Leasehold Area save for those works specified in the Plans (insofar as the Plans relate to the Development) and agreed in writing between the Lessor and the Lessee **PROVIDED ALWAYS** that the Lessee shall be responsible for all reasonable costs properly incurred by the Lessor in giving such consent which sum shall be payable within fourteen (14) days of demand by the Lessee to the Lessor;
- 7.18.2 The Lessee hereby agrees and acknowledges that the Lessor may as a condition of giving consent under Clause 7.18.1, require the Lessee to enter into covenants and/or undertakings concerning the carrying out and insurance of the additions and alterations to the Leasehold Area and to enter into a formal Licence for Alterations relating to such additions or alterations, if requested by the Lessor;

- 7.18.3 Where the prior written consent of the Lessor has been granted for alterations to the Leasehold Area, not to carry out such alterations without the prior written approval by the Lessor of the Plans (insofar as the Plans relate to the alterations).
- 7.18.4 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction of the said additions and alterations;
- 7.18.5 To comply in all respects with the provisions, as appropriate, of the Planning Acts, the Building Control Acts, the Construction Regulations and Environmental Laws and to carry out any additions and alterations in a good and workmanlike manner to the satisfaction of the Lessor as applicable;
- 7.18.6 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the additions and alterations, at the cost of the Lessee as applicable;
- 7.18.7 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or anything omitted from them or the period referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area;
- 7.18.8 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to any additions and alterations to the Leasehold Area and opinions of compliance or (as the case may be) exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to



time by the Royal Institute of the Architects of Ireland or the Institute of Engineers of Ireland;

- 7.18.9 At the written request of the Lessor, but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or for a proposal for a notice as the Lessor may require;
- 7.18.10 On notice in writing by the Lessor, forthwith to pull down and remove any building, erection, alteration or addition erected, placed or made in breach of the foregoing covenants and if any portion of the Leasehold Area has been altered, pulled down or removed in breach of the foregoing covenants upon such request in writing as herein provided, forthwith to amend, restore, replace or rebuild the Leasehold Area in accordance with the Plans applicable at that time.

#### **7.19 Alienation**

- 7.19.1 Not to assign, sublet, mortgage, charge (including lodgement of this Lease with anyone as security), part with or otherwise alienate the entirety or any part of the Leasehold Area without the prior written consent of the Lessor;
- 7.19.2 For the purposes of this clause, alienation includes any change in the Control of the Lessee (where the Lessee is a company).

#### **7.20 Lessor's Costs**

To pay and indemnify the Lessor against all reasonable vouched costs and expenses properly incurred by the Lessor in relation to:

- 7.20.1 the preparation and service of any notice and of any proceedings under the 1860 Act or the 2009 Act, as amended as applicable;
- 7.20.2 the preparation and service of any notice and schedule relating to disrepair;

- 7.20.3 the recovery or attempted recovery of arrears of rent or other sums payable under this Lease;
- 7.20.4 procuring the remedying of any breach of covenant by the Lessee;
- 7.20.5 any application for consent required under the terms of this Lease whether such consent is granted or is refused with reasonable cause;
- 7.20.6 the clearance or repair of the Utilities and Conduits in or serving the Leasehold Area where they have been blocked or damaged by any act, neglect, default or omission of the Lessee;
- 7.20.7 any works carried out by the Lessor, to include the removal of all alterations or additions made to the Leasehold Area by the Lessee, together with any Lessee's fixtures, fittings, furniture and effects and the restoration of the Leasehold Area to its original prevailing condition on the expiration or sooner determination of the Term;
- 7.20.8 any other action taken at the request of or caused by the Lessee.

## **7.21 Statutory Requirements**

- 7.21.1 At the Lessee's own expense, to comply in all respects in relation to the Leasehold Area with:-
  - 7.21.1.1 all obligations and requirements arising from or under the Law and/or Environmental Laws;
  - 7.21.1.2 any reasonable demand by the Lessor for production of plans, documents and other evidence which the Lessor may require in order to satisfy himself that the provisions of this Lease have been or will be complied with.

7.21.2 Upon receipt of any notice or order relating to the Leasehold Area or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Acts, the Construction Regulations, Environmental Laws, Environmental Matters, the Public Health Acts or any statutory provisions forthwith as applicable:-

7.21.2.1 to furnish the Lessor with a true copy thereof and any further particulars required by the Lessor;

7.21.2.2 to take all necessary steps to comply with the notice or order, at the cost of the Lessee;

7.21.2.3 at the written request of the Lessor but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or proposal as the Lessor may reasonably require.

## **7.22 Encroachments and Easements**

7.22.1 Not to obstruct any rights of way to which the Leasehold Area is subject;

7.22.2 Not to permit any new easement, encroachment, or any other third party rights to be made or enjoyed over or in respect of the Leasehold Area or to acknowledge their existence or to grant any such rights;

7.22.3 As soon as the Lessee is aware of any attempt to claim or exercise such third party rights, forthwith to give written notice thereof to the Lessor and, at the request of the Lessor, to take such steps as may be required by the Lessor to prevent their acquisition or otherwise deal with them.

## **7.23 Indemnity**

7.23.1 To keep the Lessor, the State, and their officers, servants, visitors, agents and employees fully indemnified, whether by State Indemnity or otherwise (during the Term of the lease as well as after the expiration of the Term by

effluxion of time or otherwise and including any extension or renewal of this lease) from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities arising directly or indirectly from:

- 7.23.1.1 breach by the Lessee of any of the provisions of this Lease;
- 7.23.1.2 the state of repair or condition of the Leasehold Area;
- 7.23.1.3 the existence of any additions, articles or alterations in, on or to the Leasehold Area or from the state of repair or condition of any such additions, articles or alterations;
- 7.23.1.4 the user or enjoyment of the Leasehold Area;
- 7.23.1.5 any work carried out or in the course of being carried out to the Leasehold Area (to include work undertaken from the Adjoining Property) by the Lessee, his servants, agents or sub-lessees or any other person with its actual or implied authority or from anything now or hereafter attached to or projecting from the Leasehold Area;
- 7.23.1.6 any act, neglect or default of the Lessee or any person on the Leasehold Area with his actual or implied authority or consent;
- 7.23.1.7 the execution of any works or the provision or maintenance of any arrangements so directed or required by any Law;
- 7.23.1.8 any contravention of the Planning Acts, the Building Control Acts, Construction Regulations, Environmental Laws and/or the Public Health Acts and from any applications for planning permission, commencement notices, fire safety certificates, Environmental Licences and works and actions taken in pursuance thereof as applicable;

7.23.1.9 any contravention of the Local Government (Water Pollution) Act, 1977 as amended;

7.23.1.10 any other cause whatsoever arising out of the Development and/or Leasehold Area;

and to make good all loss sustained by the Lessor in consequence of any breach by the Lessee of any covenants or conditions herein.

7.23.2 whenever required to do so by the Lessor, to produce to the Lessor for inspection the Confirmation Statement and to comply with all conditions pertaining to State Indemnity.

#### **7.24 Stamp Duty and Value Added Tax**

7.24.1 To stamp with the Revenue Commissioners and thereafter without delay to register with the Land Registry this Lease and counterpart thereof as soon as practicable after the execution thereof and to furnish a certified copy duly stamped to the Chief State Solicitor on behalf of the Lessor within six months of the execution of the Lease and a counterpart thereof duly registered with the Land Registry to the Chief State Solicitor on behalf of the Lessor within 28 days of the date of its registration;

7.24.2 To pay any V.A.T. arising from the grant of this Lease or termination or surrender of it or on the rents reserved by it or other payments becoming due hereunder (if any).

#### **7.25 Property Services Regulatory Authority**

7.25.1 To Lodge a return with the Property Services Regulatory Authority in the specified format set out under the Property Services (Regulation) Act 2011 within 30 days of the occurrence of any of the following incidents:

7.25.1.1 on receipt of the stamp duty certificate from the Revenue Commissioners/date of execution of the Lease; and

7.25.1.2 on the determination of each rent review specified under the Lease (if applicable) and

7.25.1.3 on the cessation of the Lessee's interest in the Lease.

## **7.26 Insurance**

Without prejudice to the Lessee's liability to indemnify the Lessor (and others as specified in clause 7.23) in accordance with the provisions of Clause 7.23:-

7.26.1 to insure and keep insured, in an insurance office licensed to operate in the State or which has received official authorisation to operate in the State in accordance with Article 6 of Directive 73/239/EEC in the joint names of the Lessor and the Lessee in the full reinstatement cost thereof (to be determined from time to time by the Lessor or his surveyor and including an inflationary factor) the Leasehold Area and all buildings thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Leasehold Area, such policy to include a non-invalidity clause acceptable to the Lessor.

7.26.2 to effect and keep in force a public liability insurance policy of indemnity in the joint names of the Lessor and Lessee in an insurance office licensed to operate in the State with a limit of €6,500,000.00 (six million, five hundred thousand euro) (or such increased amount as the Lessor may from time to time determine) in respect of any one claim or a series of claims arising out of a single occurrence for any damage, loss or injury which may occur to any property (not being the property of the Lessor or the Lessee) or to any person by or arising out of the admission of any person to the Leasehold Area, and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee or to provide the

Confirmation Statement referred to at 7.26.5 below. This policy should include an indemnity to principles clause with a specific indemnity to the Lessor.

- 7.26.3 to effect and keep in force an employer's liability insurance policy of indemnity in the joint names of the Lessor and Lessee in an insurance office licensed to operate in the State with a limit of €12,700,000.00 (twelve million, seven hundred thousand euro) (or such increased amount as the Lessor may from time to time determine) for any one claim or a series of claims arising out of a single occurrence and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Lessee or to provide the Confirmation Statement referred to at 7.26.5 below. This policy should include an indemnity to principles clause with a specific indemnity to the Lessor.
- 7.26.4 in the event that the Leasehold Area or the Development or any part thereof, shall be destroyed or damaged by fire or any of the Insured Risks, then and as often as shall happen, to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Leasehold Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency.
- 7.26.5 whenever required to do so by the Lessor, to produce to the Lessor for inspection the said policy or policies together with the latest receipt of the premium paid for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Lessor by the Lessee's insurers, and to comply with all conditions pertaining to any such policy or policies or where State Indemnity is relied on whenever required to do so by the Lessor, to produce to the Lessor for inspection the Confirmation Statement.

- 7.26.6 such joint policy or policies, if required, to contain a non-vitiating clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Lessee gives sufficient reason for the insurer to prove the insurance policy to be void, the Lessor will not be denied the protection of the policy.
- 7.26.7 not to do or omit to do anything which might cause any policy of insurance (if required) relating to the Leasehold Area or any Adjoining Property owned by the Lessor to become void or voidable, wholly or in part, nor (unless the Lessee has previously notified the Lessor and the Lessee has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable.
- 7.26.8 to immediately notify the Lessor in writing of the making of any claim under any policy of insurance or State Indemnity and to provide the Lessor with all information in relation to any such claim.
- 7.26.9 to ensure that any contractors, servants, agents, invitees or visitors of the Lessee engaged in connection with activities in the Leasehold Area or otherwise in connection with this Lease have appropriate insurance and that all copies of such insurance policies shall be provided to the Lessor as soon as is reasonably practicable.

#### **7.27 Payment and Invoicing**

To make all payments by electronic transfer, delivered on or before the due date for payment, to such account notified to the Lessee by the Lessor in writing, such payments to be made in full, and without deduction or set-off.

#### **7.28 Investigations, Inspections and Enquiries**

- 7.28.1 To use the Lessee's best endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry



conducted by the Lessor in connection with this Lease, such investigation to be at the discretion of the Lessor;

7.28.2 The Lessee acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Lease:

7.28.2.1 is without prejudice to the Lessee's rights and obligations under this Lease or at Law and does not amount to a waiver of any such rights or relieve the Lessee from any such obligations; and

7.28.2.2 does not amount to an acknowledgement by the Lessor, or any officer, servant or agent of the Lessor, that the Lessee has complied with this Lease or Law in relation to any matters to which the investigation, inspection or enquiry relates.

## **7.29 Representation and Warranties**

7.29.1 The Lessee represents and warrants to the Lessor that:

7.29.1.1 the Lessee is duly incorporated and organised under the laws of its place of incorporation;

7.29.1.2 the Lessee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Lease;

7.29.1.3 the representative executing this Lease on behalf of the Lessee is duly authorised in that behalf.

7.29.2 This Lease expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, other than as expressly provided for in this Lease.

**FIFTH SCHEDULE**  
**Covenants of the Lessor**

8. Subject to the Lessee paying the rents reserved by this Lease and performing and observing the covenants on the part of the Lessee herein contained, the Lessor **HEREBY COVENANTS** with the Lessee as follows:-

**8.1 Quiet Enjoyment**

To permit the Lessee, provided he pays the rent and other sums reserved by this Lease and complies with the provisions of this Lease, peaceably to hold and enjoy the Leasehold Area during the Term without any interruption by the Lessor or any person lawfully claiming through, under or in trust for the Lessor.

**8.2 Exercise of Rights**

In exercising any of the Lessor's rights of entry or other rights in relation to the Leasehold Area-

- 8.2.1 to take all reasonable steps to ensure that as little damage is done to the Leasehold Area and as little inconvenience is caused to its occupiers as is reasonably practicable;
- 8.2.2 to make good without delay any damage which may be caused by such exercise but not being responsible for any temporary inconvenience caused.

**SIXTH SCHEDULE**  
**Site Specific Conditions**

**Lease development Operations and Communications**

- 9.1** The Lessee shall provide an information centre in the vicinity of An Spidéal. The centre will provide information about the various devices and instruments being tested at the site as well as information about the activities being undertaken at the site including current operations and expected future operations.
- 9.2** The Lessee shall appoint a communications officer to liaise with the local community regarding on-going operations at the site. The Lessee will engage with the local community via mediums suitable to the demographic of the area. This may include but not be limited to email, website, local newsletter, bulletins, public meetings and social media.
- 9.3** The Lessee shall use that part of the Foreshore the subject matter of this lease for the purposes of the testing of prototype scaled wind, wave, and tidal energy devices, marine sensors and marine scientific instruments and the deployment of associated site infrastructure, as set out in the Application Documents and for no other purpose whatsoever.
- 9.4** The Lessee may use the adjacent foreshore but only to the extent necessary for the purpose of the completion of the installation of the above works and shall restore the said foreshore to its proper condition immediately after such use.
- 9.5** A maximum of three marine renewable energy test devices shall be deployed at the test site at any time and these shall only be deployed for a maximum duration of 18 months, with the exception of any floating wind device which may be deployed for a maximum of 12 months.

## **Fishing and navigational safety**

**9.6** The Lessee shall appoint a Fisheries Liaison Officer who will co-ordinate, as relevant, any marine renewable energy test device deployment and associated cables or vessel movement with the relevant stakeholders in order that appropriate actions may be taken to avoid or minimize any interaction with on-going fishing activities in the area. This shall also include where appropriate the notification to relevant fishermen's organisations, in good time, of the exact location of the marine renewable energy test device and associated cables as well as any addition to or amendments of existing aids to navigation.

**9.7** Prior to the deployment of any marine renewable energy test device in the test area, the Lessee shall develop, in consultation with relevant fishermen's organisations, an operational emergency response plan which will include actions to be taken in the event of a marine renewable energy test device losing its mooring and posing a risk to fishing gear.

**9.8** The Lessee will ensure that all Mitigation Measures as set out in Section 6.7 of the Environmental Report are implemented in full subject to the timing of the installation of any marine renewable energy test device being agreed in advance in consultation with Inland Fisheries Ireland.

## **Potential impacts on navigational safety**

**9.9** Marine notices shall be issued advising of deployment and recovery operations for all marine renewable energy test devices. All vessels employed in relation to the development shall comply with all statutory regulations and shall be of sufficient size to cope with both the works and any potential adverse weather conditions.

**9.10** The Lessee shall liaise with the Irish Coast Guard to arrange appropriate radio or navigational text broadcast warnings to advise mariners approaching the works area in respect of deployments of marine renewable energy test devices within the test area.

- 9.11** The Lessee shall arrange the publication of a marine notice through the Maritime Safety Directorate giving a general description of operations to include approximate dates of commencement and completion in respect of the deployment of marine renewable energy test devices within the test area.
- 9.12** Prior to the deployment of any marine renewable energy test devices, the Lessee shall comply with the requirements of the Commissioners of Irish Lights, the Irish Coastguard and the Irish Aviation Authority in respect of the marking and lighting of the test area and individual marine renewable energy test devices (if so required) in accordance with the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) recommendations. In addition suitable arrangements of additional navigational marks such as navigation buoys, AIS Transponders, racons etc. should be agreed with the Commissioners of Irish Lights. Navigation buoys used should be suitable for the sea conditions in the area.
- 9.13** Prior to the deployment of any marine renewable energy devices in the Leasehold Area, the Lessee shall develop, in agreement with the Irish Coastguard, a detailed contingency plan to respond to incidences where devices become either partially or fully adrift.
- 9.14** The Lessee shall provide advance notice of the development to the UK Hydrographic Office. This information shall identify the exact location of the test site, or amendments of existing aids to navigation. Subject to the agreement of the Commissioner of Irish Lights, the lessee should propose the area for designation as a precautionary area or safety zone or area to be avoided for the purposes of navigation and notify this to the UK Hydrographic Office for marking onto the appropriate Nautical Charts.
- 9.15** The Lessee shall ensure that all vessels or floating plant has appropriate certification from the Marine Survey Office.

- 9.16 The Lessee shall ensure that all mitigation measures as set out in Section 13.8 of the Environmental Report submitted in support of this application shall be implemented in full.
- 9.17 The Lessee shall ensure that equipment associated with the devices, in particular parts that may cause a hazard to navigation if not removed, are recovered and accounted for on completion of each testing programme.
- 9.18 The Lessee shall, prior to authorising the placing of each individual marine renewable energy test device in the Lease area for testing:
- (a) Ensure that each marine renewable energy test device is applied for and vetted in accordance with the Galway Bay Test and Demonstration Site Procedure Manual (Version 3 dated 27<sup>th</sup> November 2014), and future revisions as approved by the Lessor;
  - (b) Provide the Lessor with details of each marine renewable energy test device;
  - (c) Ensure that the anchor or moorings required for each separate marine renewable energy test device are certified by a chartered engineer or other competent authority as fit for the purpose intended in terms of device to be used, structural integrity and site conditions.

#### **Potential impact on marine mammals**

- 9.19 Prior to the deployment of any marine renewable energy test device in the test area the Lessee shall develop, in consultation with the National Parks and Wildlife Service (NPWS) and other relevant stakeholders, a marine mammal and underwater noise monitoring programme using up to date equipment and validation techniques and to be agreed by the consenting authority. The findings of this monitoring programme should be disseminated in both scientific journal format and also a format that is readily intelligible to the public.

**9.20** Full reporting of marine mammal observer operations and any mitigation measures undertaken must be made to NPWS in order to protect marine mammals and comply with the Birds and Habitats Directive.

**9.21** Knowledge of the interaction between renewable energy devices and marine mammals is largely based on a limited number of reviews, inference from studies on other marine renewable energy projects (e.g. wind farms, tidal energy.) and expert opinion. Until such a time as full scale devices are deployed at sea and their effects monitored, predicting impacts is considered speculative. In the event that significant adverse effect or impact on the environment is observed, the Lessor reserves the right to modify/restrict testing practices and deployment schedule as necessary.

#### **Potential impacts on seabirds**

**9.22** The Lessee shall develop prior to the installation of any infrastructure on site or to the deployment of any marine renewable energy test devices a comprehensive environmental monitoring plan to be developed in consultation with the National Parks and Wildlife Service and BirdWatch Ireland and to be agreed by the consenting authority.

This programme may include continued onsite observations of seabirds when marine renewable energy test devices are operational. Such a programme may include an appraisal of the impact, if any, on seabirds and make recommendations, if any, for alterations to the operation of the test facility, up to and including the removal of specific devices from the site, and future deployments within the test facility. The findings of this monitoring programme will be disseminated in both scientific journal format and also in a format that is readily intelligible to the public.

**9.23** As part of the overall Environmental Monitoring Plan, the Lessee shall undertake ornithological survey work to determine bird species, abundance and behaviour in and around the test site in accordance with the guidance and advice of BirdWatch Ireland. In addition the frequency of, timelines for and the agreed

reporting format for presenting the results of the survey work shall also be developed in consultation with BirdWatch Ireland.

#### **Term of Lease and development of RETD's**

**9.24** The following restrictions shall apply to the term of this lease:

- |   |          |
|---|----------|
| a) Test site area   | 35 years |
| b) Test and Demonstration Devices (ref S4.3.4 of Env. Report) | 10 years |
| c) Site Infrastructure within test site                       | 35 years |

**9.25** The following restrictions shall apply to the term of deployment of equipment within the test site area:

<b>Device Type</b>	<b>No Months</b>
Oscillating Water Column Wave Energy Converter (WEC)	0-18 (max)
Point Absorbers WECs	0-18 (max)
Attenuating WECs	0-18 (max)
Oscillating Wave Surge Converters	0-18 (max)
Pressure Differential WEC	0-18 (max)
Water Pressure/Bulge System WEC	0-18 (max)
Rotating Mass point absorber	0-18 (max)
Floating Wind Turbine	0-12 (max)
Innovative Projects	0-12 (max)

**9.26** The following restrictions shall apply to the deployment of marine renewable energy test devices within the test site area at any one time:

- |   |          |
|---|----------|
| a. All test devices with exception of a floating wind turbine   | 3 No Max |
| b. Floating wind turbine max height above sea surface to be 35m | 1 No Max |
| c. Other test devices if floating wind turbine is also deployed | 2 No Max |

#### **Monitoring and Reporting**

**9.27** The Lessee shall on an annual basis submit an Annual Report outlining details of all test devices types which were used at the test site, locations where deployed,



timelines for their operations (subject to not exceeding the maximum period as set out in S 4.3.4 of the Environmental Report), name of developer for each test device deployed during the period and a brief outline and summary as to the outcome/results of the test device operation. The report shall be made available to the wider local community in a timely manner via mediums suitable to the demographic of the area. This may include but not be limited to email, website, local newsletter, bulletins, public meetings and social media.

**9.28** Any marine renewable energy test devices not covered in the current submitted Foreshore Application (i.e. as set out in section 4.3.4 of the Environmental Report) will require a separate foreshore licence in advance of their deployment within the Test Site area. It will be the responsibility of the Lessee as holder of the Foreshore Lease for the Test Site to approve the application of the developer (for the marine renewable energy test device) who intends to deploy these marine renewable energy test devices within the Test Site area and submit any incumbent additional environmental and scientific reports or documents as considered necessary to support and progress the application.

**9.29** The management and operation of the Test Site shall be undertaken as set out in Section 17 HSEQ Management System of the Environmental Report dated February 2016. In this regard any method statements prepared in accordance with Section 17.7.5 (Method Statement) should be included in the Annual Report to be submitted to the Department as part of Condition 29. Details for the proposed removal of any redundant mooring/anchoring structures where no longer required should also be included.

**9.30** All mitigation and best practice measures as set out in Section 16 of the Environmental Report shall be implemented in full subject to the timing of the installation of any marine renewable energy test device being agreed in advance in consultation with Inland Fisheries Ireland.

**9.31** The Lessee shall notify the Department of Housing, Planning and Local Government at least 14 days in advance of the commencement of the deployment of any marine renewable energy test device and any associated works on the foreshore.

#### **Decommissioning of site**

**9.32** Decommissioning of the test site will be subject to consultation and agreement with the Lessor or the relevant consenting authority at the appropriate time and may include a period of post project monitoring, the removal of the marine renewable energy test device anchoring system, removal of the cardinal and other special marker buoys, removal of the interconnecting cables and all other associated infrastructure.

## **SEVENTH SCHEDULE**

### **Provisos**

**10. PROVIDED ALWAYS** that it is hereby agreed and declared as follows:-

#### **10.1 Termination**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Lessor, if:-

10.1.1 in respect of the application for this Lease, material information has been withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular;

10.1.2 any moneys payable by the Lessee under this Lease are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-observance or non-performance to be remedied and stating that this Lease may be terminated pursuant to clause 10.1.2 if such breach or non-observance or non-performance is not remedied;

10.1.3 any breach, non- performance, or non-observance by the Lessee of any covenant on the Lessee's part, condition or agreement contained in this Lease or applicable Law and/or Environmental Law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-performance or non-observance to be remedied and stating that this Lease may be terminated pursuant to clause 10.1.3 if such breach or non-performance or non-observance is not remedied;

10.1.4 any breach or non-observance or non-performance by the Lessee of any covenant on the Lessee's part (including a covenant for payment of rent, royalty, or other money), condition or agreement contained in this Lease, applicable Law and/or Environmental Laws;

10.1.5 repeated breach or non-observance or non-performance by the Lessee of any provision of this Lease or applicable Law and/or Environmental Laws which

has been notified to the Lessee by the Lessor and which has not been disputed in good faith, whether or not they are remedied, which are reasonably determined by the Lessor to constitute a breach and which continue after receipt by the Lessee of a notice from the Lessor stating that the Lease may be terminated if such breaches or non-observances or non-performances continue;

10.1.6 in the event that the Lessee fails to carry out execute and complete the development in accordance with the Plans to the satisfaction of the Lessor;

10.1.7 the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired, including by reason of:

10.1.7.1 the occurrence of the insolvency/liquidation of the Lessee: or

10.1.7.2 any other material adverse change in the managerial, technical or financial competence of the Lessee; and

10.1.8 In the event the Lessor is required to exercise his statutory functions including but not limited to climatic policy or coastal protection or for any reasons of environmental protection arising from statutory powers of the Lessor or any other Government Minister.

**THEN, and in any such case, the Lessor may, without prejudice to any other remedies available under this Lease or at Law, terminate this Lease, by notice in writing to the Lessee without payment of any compensation or refund by the Lessor to the Lessee and without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law and/or Environmental Laws or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease):**

10.1.9 Without prejudice to any of the above listed provisions of Clause 10.1, this Lease may be determined at any time by the Lessor giving six months' notice in writing, expiring on any day, to the Lessee, and upon the termination of such notice the Lease and permission hereby granted shall be deemed to be revoked and withdrawn without payment of any compensation or refund by the Lessor

to the Lessee and without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law and/or Environmental Laws or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease).

## **10.2 Forfeiture**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Lessor, if:-

- 10.2.1 the whole or any part of the rent or other sums reserved by this Lease is unpaid for fourteen days after becoming payable (whether formally demanded or not) or;
- 10.2.2 there is a breach, non-performance or non-observance of any of the Lessee's covenants (including a covenant for payment of rent, royalty, or other money), conditions or agreements contained herein, applicable Law and/or Environmental Laws; or
- 10.2.3 if the Lessee (being a body corporate) has a winding-up petition presented against it or passes a winding up resolution or is wound up (whether in Ireland or elsewhere) or a receiver, manager or liquidator (provisional or otherwise) is appointed in respect of the Leasehold Area or any part of it or of the Lessee; or if the Lessee presents a petition for the appointment of an examiner or if the Lessee enters into a scheme of arrangement or composition with or for the benefit of creditors generally or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area, or
- 10.2.4 if the Lessee (being an individual or if more than one individual, then any one of them) commits an act of bankruptcy or has a bankruptcy summons or a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area or enters into

a scheme of arrangement or composition with or for the benefit of his creditors or has a receiving order made against him or makes an application to any court for an order under the Bankruptcy Act, 1988 or;

10.2.5 the Lessee, being a company, is struck off the Register or is listed as dissolved on the Registrar in the Companies Registration Office in the Republic of Ireland, or if the Lessee is incorporated outside the Republic of Ireland, struck off or dissolved within the jurisdiction in which the Lessee was incorporated; or

10.2.6 the Lessee otherwise ceases to exist, or

10.2.7 where, in respect of the application for this Lease, material information has been withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular, or

10.2.8 any of the Representations and Warranties in respect of the Lessee are not true and correct in any material respect, or at any stage during the Term, any of the Representations and Warranties in respect of the Lessee cease to be true and correct in any respect;

**THEN**, and in any such case, the Lessor may at any time thereafter or any person or persons authorised by the Lessor, re-enter the Leasehold Area or any part of it in the name of the whole and thereupon the Term absolutely ceases and determines without any liability on the part of the Lessor to compensate the Lessee for any monies expended by the Lessee concerning any works already carried out by the Lessee in the Leasehold Area whether in respect of labour costs, materials, professional fees, insurance or otherwise, howsoever incurred by the Lessee arising out of or incidental to the works already carried out by the Lessee, and also without prejudice to any rights or remedies which may then have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants or conditions contained in this Lease. For the purposes of this provision, the Lessee acknowledges that the Lessor may take such reasonable steps as may be necessary to effect such re-entry so as to minimise such losses as may be incurred by the Lessor.

### **10.3 No Implied Easements**

Nothing in this Lease shall impliedly confer upon or grant to the Lessee any easement, right or privilege other than those expressly granted by it (if any).

### **10.4 Exclusion of Warranty**

Nothing contained in this Lease or in any consent granted or approval given by the Lessor under it implies or warrants that the Leasehold Area may be used under the Planning Acts for the purpose herein authorised or any purpose subsequently authorised and the Lessee hereby acknowledges that the Lessor has not given or made, at any time, any representation or warranty that any such use is or will be or will remain a permitted use under the Planning Acts.

### **10.5 Covenants relating to Adjoining Property**

Nothing contained in or implied by this Lease shall give to the Lessee the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition, entered into by any lessee of the Lessor in respect of the Adjoining Property.

### **10.6 Effect of Waiver**

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor, his servants or agents may have appeared to have waived or released temporarily such covenant.

### **10.7 No Liability**

The Lessor shall not be responsible to the Lessee, its servants, agents, invitees or visitors for any injury, death, damage, destruction or financial or consequential loss whether to persons or property due to the state and condition of the Leasehold Area or any part thereof, or due to any act or default of any agent, servant, workman or other person authorised by the Lessor to enter on the Leasehold Area or using same with the consent of the Lessor.

### **10.8 Notices**

- 10.8.1 Any demand or notice required to be made, given to, or served on the Lessee under this Lease is duly and validly made, given or served if addressed to the Lessee at Rinvilla, Oranmore, Co. Galway. H91 R673 (or if the Lessee comprises more than one person, then to any of them) and delivered personally, or sent by prepaid registered, recorded delivery, or ordinary mail, or sent by telex or telegraphic facsimile transmission addressed (in the case of a company) to its registered office or (whether a company or individual) to its last known address or to the Leasehold Area, and the Lessee covenants to inform the Lessor of any change of its registered office or address within five days of such change.
- 10.8.2 Any notice required to be given or served on the Lessor is duly and validly given or served if sent by pre-paid registered or recorded delivery mail, addressed to the Lessor at the Department of Housing, Planning and Local Government, Custom House, Dublin, D01 W6X0 or such other address as may from time to time be notified to the Lessee.
- 10.8.3 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope properly addressed and containing the notice, was put in the post.

## **10.9 Force Majeure**

10.9.1 Except as otherwise provided by this Lease, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Lease by reason of Force Majeure:

- 10.9.1.1 as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other parties, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;
- 10.9.1.2 this Lease shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations



of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;

- 10.9.1.3 subject to full compliance with this clause 10.9.1.1, during suspension of any obligation pursuant to clause 10.9.1.2, the relevant party or parties shall not be treated as being in breach of that obligation;
  - 10.9.1.4 the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Lease by reason of Force Majeure and to resume full performance of its obligations under this Lease as soon as is reasonably practicable;
  - 10.9.1.5 as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Lease so far as is reasonably practicable during the period of the Force Majeure;
  - 10.9.1.6 upon cessation of a party's inability to perform all or any of its obligations under this Lease by reason of Force Majeure, that party shall notify the other party; and
  - 10.9.1.7 insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.
- 10.9.2 Clause 10.9.1.4 shall not require the settlement of any strike, walk-out, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

## **10.10 Dispute Resolution**

10.10.1 Notwithstanding clause 10.11.10, no party may commence proceedings in relation to any Dispute in connection with this Lease without first complying with the provisions of clause 10.10.

10.10.2 Any party may notify the other party of the occurrence or discovery of any item or event which the notifying party acting in good faith considers to be a Dispute under or in connection with this Lease (hereinafter referred to as a "Dispute Notice").

10.10.3 A Dispute Notice shall:

10.10.3.1. set out the particulars of the issues in dispute in sufficient detail and be accompanied by sufficient supporting documentation (if relevant) to enable the recipient or recipients of the notice to fully understand the Dispute; and

10.10.3.2 identify an individual to represent that party in discussions in relation to the Dispute, such individual to have:

10.10.3.2.1 expertise or experience in the subject matter of the Dispute; and

10.10.3.2.2 authority to negotiate in relation to the Dispute.

10.10.4 The recipient of a Dispute Notice shall, within 10 Business Days after the date of the Dispute Notice:

10.10.4.1 appoint an individual to represent that recipient in discussions in relation to the Dispute, such individual to have:

10.10.4.1.1 expertise or experience in the subject matter of the Dispute; and

10.10.4.1.2 authority to negotiate in relation to the Dispute; and

10.10.4.2 notify the details of that individual to the sender of the Dispute Notice.

10.10.5 The nominated representatives shall meet as soon as practicable, but in any event not more than 20 Business Days after the date of the Dispute Notice, to attempt in good faith using all reasonable endeavours to resolve the Dispute satisfactorily.

10.10.6 If a Dispute is not resolved to any party's satisfaction by the nominated representatives under clause 10.10.5 within 30 Business Days after the date of the Dispute Notice, the Dispute may, by notice in writing by any party to the other party to the Dispute, be referred to arbitration for determination by a single arbitrator appointed by agreement between the parties.

10.10.7 Failing agreement on the appointment of an arbitrator within the time frame set out in clause 10.10.6, the arbitrator shall be appointed at the request of any party, after giving notice in writing to the other party to the Dispute, by the President for the time being of the Law Society of Ireland.

10.10.8 The provisions of the Arbitration Acts 1954 to 2010 and any amendments thereto shall apply to the arbitration.

10.10.9 Performance of obligations under this Lease shall continue during any Dispute Resolution Procedure pursuant to this clause 10.10.

10.10.10. Nothing in this clause 10.10 prevents any party from seeking urgent declaratory injunctive or other interlocutory relief.

#### **10.11 Governing Law**

10.11.1 This Lease shall be governed and construed in accordance with the laws of Ireland.

10.11.2 The Lessor and the Lessee hereby submit irrevocably to the non-exclusive jurisdiction of the courts of the Republic of Ireland.

## **EIGHTH SCHEDULE**

### **Interpretation**

11. The following shall apply to the construction of this Lease and the several schedules hereto:-
- 11.1 Where two or more persons are included in the expression "the Lessor" or "the Lessee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Lessor, or the Lessee shall be deemed to be made by or with such persons jointly and severally.
- 11.2 Unless the context otherwise requires-
- 11.2.1 words importing a person include any firm, corporation sole, unincorporated association or corporate body and vice versa;
- 11.2.2 any reference to the masculine gender includes reference to the feminine and neuter gender and any reference to the neuter gender includes the masculine and feminine genders;
- 11.2.3 any reference to the singular includes reference to the plural.
- 11.3 Any covenant by the Lessee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and any references to any act, neglect, default or omission of the Lessee shall be deemed to include any act, neglect, default or omission of the Lessee or the sub-lessees, servants, agents, licensees or invitees of the Lessee or any person under its or their control.
- 11.4 References to any right of the Lessor to have access to or entry upon the Leasehold Area shall be construed as extending to all persons lawfully authorised by the Lessor including agents, nominees, officials, contractors, workmen, professional advisers, prospective purchasers of any interest of the Lessor in the Leasehold Area or in the Adjoining Property and others, provided that such persons have given reasonable notice (except in the case of an emergency).

- 11.5 Any reference to a Law (whether specifically named or not) or to any sections or sub-sections in a Law includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity therefrom.
- 11.6 Clause or schedule headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.
- 11.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 11.8 If any term or provision in this Lease is held to be illegal, invalid, or unenforceable in whole or in part, such term or provision shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.
- 11.9 References to “month” or “months” mean a calendar month or months.

## NINTH SCHEDULE

### THE SPECIFICATIONS

- 12.1 The test area shall be marked on their corners by cardinal marker buoys and other marker buoys in accordance with International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) recommendations and subject to consultation and agreement with the Marine Survey Office and the Commissioners for Irish Lights.
- 12.2 Full details for all proposed test site infrastructure and device dimensions are provided with reference to Section 4.3 of the accompanying Environmental Report, and also with reference to Sections 2.1, 2.2 and 2.3 of the Environmental Impact and Mitigation Desk Study report. The proposed development on site can be separated into two categories as follows:
- i. Site infrastructure;
  - ii. Test and demonstration devices.

#### **i. Site Infrastructure**

##### **A. Underwater or mostly underwater**

- Cable End Equipment (CEE) - and Frame
- Gravity Base for deployed test device wave energy converters
- Acoustic Array (for monitoring underwater sound)
- Trawl resistant Acoustic Doppler Current Profiler (ADCP) (to measure water current speeds)
- Interconnecting cables to allow the devices to be connected to the Sea Station platform and Cable End Equipment

##### **B. Above water or mostly above water**

- Navigational Markers (Four Cardinal Markers, one placed at each corner of the site)
- SeaStation Platform (to provide power to and dissipate power from ocean energy devices as well as providing data communications to shore)
- Smart Bay data buoy
- Waverider data buoy

#### **ii. Test and demonstration devices**

The description of potential test devices set out below is illustrated in the Environmental Report (Ref: Section 4.3.4) with reference to Sections 2.1, 2.2 and 2.3 of the Environmental Impact and Mitigation Desk Study report.

The following are the specified types of devices proposed for testing:

- **Surface Ocean Energy Converters:** An example of this type of device is an Oscillating Water Column Wave Energy Converter. This is a floating structure open to the sea below the water line.
- **Sub-surface Ocean Energy Converters:** An example of this type of device is an Oscillating Wave Surge Converter WEC. This seabed mounted device collects energy by means of an oscillating arm part of which may protrude above the waterline.
- **Seabed Ocean Energy Converters:** An example of this type of device is a Pressure Differential WEC. The motion of the waves causes the sea level to rise and fall above the device, inducing a pressure differential in the device.
- **Prototype Floating Wind Turbines:** Floating platforms designed to accommodate wind turbines.
- **Deployment and testing of innovative sensors and marine equipment.**

## **TENTH SCHEDULE**

### **Definitions Section**

13. In this Lease, unless the context otherwise requires:-

13.1 **“Adjoining Area”** means any Foreshore owned by the Lessor adjoining the boundary of the Leasehold Area and 100 metres in distance out from the boundary of the Leasehold area.

13.2 **“Adjoining Property”** means any Foreshore, land and/or buildings adjoining or neighbouring the Leasehold Area owned by the Lessor;

13.3 **“Building Control Acts”** means the Building Control Acts, 1990 to 2007;

13.4 **“Conduits”** means all sewers, drains, soakways, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, shafts, flues and other transmission or conducting media and installations (including all fixings, covers, cowls, louvres and other ancillary apparatus) of whatsoever nature or kind or any of them;

13.5 **“Confirmation Statement”** means the document issued by the State Claims Agency which sets out the details and applicability of State Indemnity;

13.6 **“Construction Regulations”** means the Safety, Health and Welfare at Work (Construction) Regulations, 2013, as amended;

13.7 **“Control”** has the same meaning as in Section 432 of the Taxes Consolidation Act, 1997;

13.8 **“Development”** means the works as specified in the Plans;

13.9 **“Dispute”** means a difference or dispute of whatsoever nature arising between all or any of the parties under or in connection with this Lease;

13.10 **“Dispute Notice”** has the meaning set out in clause 10.11;



- 13.11 **“Dispute Resolution Procedure”** means the procedure outlined in clause 10.11;
- 13.12 **“Environment”** includes any Foreshore, reclaimed Foreshore, land (including without limitation soil, surface land and subsurface strata, sea bed or river bed and any natural or man-made structures), any sea water, inland waters, surface waters, ground waters and water in pipes, drains or other conduits and air (including without limitation air within buildings and other natural or man-made structures above or below ground
- 13.13 **“Environmental Law”** means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning Environmental Matters and protection of the Environment including without limitation the Air Pollution Act, 1987, the Dangerous Substances Act, 1972, the Dumping at Sea Act, 1996, as amended, the Litter Act, 1982, the Planning and Development Act, 2000 as amended, the Waste Management Act, 1996, as amended, the Environmental Protection Agency Act 1992, as amended, the Protection of the Environment Act, 2003, the Waste Water Discharge (Authorisation) Regulations, 2007, as amended, the European Communities (Birds and Natural Habitats) Regulations, 2011 and all other regulations, bye-laws, orders and codes made thereunder;
- 13.14 **“Environmental Licences”** means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Laws or relating to Environmental Matters;
- 13.15 **“Environmental Matters”** means any matter arising out of, relating to or resulting from pollution, contamination, protection of the Environment, human health or safety, health and safety of animal and plant life, sanitation and any matters relating to emissions, discharges, releases or threatened releases of hazardous materials into the Environment;
- 13.16 **“Equipment”** means RETD’s and any ancillary equipment, infrastructure, cables, structures or other facilities or installations (or components or a subset thereof) of the kind described in application and supporting documentation, installed,

deployed, erected, deposited and/or placed or proposed to be installed, deployed, erected, deposited and/or placed in the Leasehold Area by a person other than the Lessee;

13.17 **“Euro”** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof;

13.18 **“Facilities”** means equipment, infrastructure, cables, structures or other facilities or installations of any kind installed or proposed to be installed by the Lessee and described in the Specifications (but excludes any Equipment);

13.19 **“Force Majeure”** means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Licence including:

13.19.1 acts of terrorists or protesters;

13.19.2 war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;

13.19.3 sabotage, acts of vandalism, criminal damage or the threat of such acts;

13.19.4 extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Eireann over the previous ten years;

13.19.5 the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;

13.19.6 any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;

13.19.7 the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party to this Lease;

13.19.8 the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Lease, other than due to an act or omission of the Lessee;

13.19.9 mechanical or electrical breakdown or failure of machinery, Plant or other facilities owned, installed or utilized by any party, which breakdown or failure was outside the control of the party acting in accordance with Environmental Law or the Law;

provided that Force Majeure shall not include:

(i) lack of funds and/or the inability of a party to pay;

(ii) mechanical or electrical breakdown or failure of Plant or other facilities owned or utilized by any party other than as a result of the circumstances identified in clauses 14.1 to 14.9, above; or

(iii) any strike or industrial action not falling within clause 14.6 above;

13.20 **“Foreshore”** is defined in the same manner as in section 1 of the Foreshore Act as amended;

13.21 **“Foreshore Act”** means the Foreshore Act 1933;

13.22 **“Foreshore Acts”** mean the Foreshore Acts 1933 as amended;

13.23 **“Foreshore Lease”** means a lease granted by the Lessor pursuant to section 2 (1) of the Foreshore Act;

13.24 **“Initial Rent”** means €1 (one Euro) per annum;

- 13.25“**Insured Risks**” means any or all of the following risks: fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact, riot, civil commotion, aircraft, labour disturbance and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Lessor may in his absolute discretion from time to time determine;
- 13.26“**Law**” means any Act of the Oireachtas, regulation, Statutory Instrument, European Union obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, lease or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Lease;
- 13.27“**Lease**” means this deed and any schedule to it, as may be amended by supplemental indenture from time to time or which is entered into pursuant to or in accordance with the terms hereof;
- 13.28“**Leasehold Area**” means that part of the Foreshore more particularly described in the First Schedule of this Lease shown outlined in red on the map annexed hereto, together with the Development thereon;
- 13.29“**Lessor**” means the Minister for Housing, Planning and Local Government including his successors and assigns where the context so requires or admits and also includes the party for the time being entitled to the reversion immediately expectant on the determination of the Term;
- 13.30“**Lessee**” means Marine Institute of Rinville, Oranmore, Co. Galway. H91 R673 including its successors and permitted assigns where the context so requires or admits and also includes the party for the time being entitled to the Lessee’s interest created by this Lease;
- 13.31“**Licence**” means a licence in substantially the form set out in the Eleventh Schedule granted by the Minister pursuant to Section 3(1) of the Foreshore Act 1933, for installation of Licensed Equipment within the Leasehold Area;
- 13.32“**Licensed Equipment**” means Equipment which may not be installed, deployed, erected, deposited and/or placed on the Foreshore without a licence from the Minister under Section 3 of the Foreshore Act, respectively;

13.33“**Outgoings**” means all rates, taxes, duties, charges, assessments, impositions and costs (including emergency service charges) of any description including the cost of any work which the Lessor may have to do to facilitate the carrying out of the Development or any act or thing hereby authorised by this Lease (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Leasehold Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Lessee (unless due to its own neglect or default) and any connection and hiring charges and meter rates concerning the Utilities;

13.34“**Permitted User**” means constructing/operating/ maintaining the Development and carrying out works which are necessary or incidental to these activities. For the avoidance of all doubt, this does not include a demise of any minerals in the Leasehold Area or the right to get and take such minerals, within the meaning of section 2(7) of the Foreshore Act.

13.35“**Plans**” mean the plans and drawings (as may be amended from time to time pursuant to Clause 7.1) in the custody of and approved in writing by the Lessor.  
For the avoidance of doubt, the Plans shall also include the plans and drawings approved in writing by the Lessor in respect of any alterations, improvements or additions to the Leasehold Area;

13.36“**Planning Acts**” mean the Planning and Development Acts 2000 to 2010 as amended;

13.37 “**Plant**” means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers, and other electrical and mechanical machinery, equipment, and apparatus of whatsoever nature or kind and wherever installed in the Leasehold Area (if any);

13.38 “**Protected Site**” means a site that is at any time subject to any obligations under (i) Article 6 of the Council Directive 92/43/EEC of the 21<sup>st</sup> of May 1992 (as amended on the conservation of natural habitats and of wild fauna and flora; or (ii) Article 4

of the Council Directive 2009/147/EC of the 30<sup>th</sup> of November 2009 on the conservation of wild birds;

13.39 **“Public Health Acts”** means the Local Government (Sanitary Services) Act, 1878 to 2001 as amended;

13.40 **“RETD”** means a renewable energy test device (including Wave, Tidal and Wind) together with any associated or ancillary equipment or infrastructure; and

13.41 **“RETD Developer”** means (a) a person to whom the Minister has granted a Licence to install, deploy, erect, deposit and/or place Licensed Equipment in the Leasehold area; and/or (b) a person in respect of whom the Minister has granted consent pursuant to Clause 7.2.1(d) to such person installing, deploying erecting, depositing and/or placing Unlicensed Equipment in the Leasehold Area;

13.42 **“Representations and Warranties”** mean the representations and warranties given by the Lessee to the Lessor pursuant to Clause 7.25;

13.43 **“Site Specific Conditions”** mean the specifications approved by the Lessor set out in the Sixth Schedule hereto as may be amended from time to time pursuant to Clause 7.1;

13.44 **“Specifications”** means the specifications for the design and construction of the Development set out in the First Schedule, as amended from time to time by agreement between the Parties;

13.45 **“State Indemnity”** means indemnity that is given to third parties or individuals by the State, to compensate them for any losses that they incur as a result of the activities of the State (or a State Body) and in a situation where the State has been negligent in some way. Although State Indemnity is not analogous to a commercial insurance policy it will cover such loss where relevant and is unlimited in amount;

13.46 **“Term”** means 35 (thirty five) years;

- 13.47 **“Term Commencement Date”** means the date of this Lease;
- 13.48 **“Unlicensed Equipment”** means Equipment which may be installed, deployed, erected, deposited and/or placed on the Foreshore under this Lease without a licence from the Minister under Section 3 of the Foreshore Act, respectively
- 13.49 **“Utilities”** means water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic, computer linking, electronic and other communications, oil and heating fuels and other services of whatsoever nature;
- 13.50 **“the 1860 Act”** and **“the 2009 Act”** mean respectively the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Land and Conveyancing Law Reform Act 2009;
13. 51 **“V.A.T.”** means value added tax as applied under the Value Added Tax Act 1972, as amended, or any similar tax substituted for it;
- 13.52 **‘WEC’** means a wave energy converter together with any associated or ancillary equipment or infrastructure;
- 13.53 **“Yearly Gale Day”** means the first day of January in every year of the Term.

## **ELEVENTH SCHEDULE**

### **Form of Licence**



Dated the                      day of                      2017

**MINISTER FOR HOUSING, PLANNING AND LOCAL GOVERNMENT**

**“the Licensor”**

First part

**[THE LICENSEE]**

**“the Licensee”**

Second part

**FORESHORE LICENCE**

Chief State Solicitor’s Office  
Osmond House  
Ship Street Little  
Dublin 8  
PM/File ref.

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**LICENCE AGREEMENT** made the                      day of                      2017

**BETWEEN THE MINISTER FOR HOUSING, PLANNING AND LOCAL GOVERNMENT**, of Custom House in the city of Dublin, D01 W6X0 (hereinafter called "the Licensor" which expression shall include his successors or assigns where the context so requires or admits) of the first part;; and [LICENSEE]having its registered office at [registered address] (hereinafter called "the Licensee") of the second part.

#### **INTRODUCTION**

- A.** The Licensor has granted a lease to the Marine Institute ("the Marine Institute Lease") under Section 2 of the Foreshore Act 1933 to develop, operate and install a ¼ scale wind, wave and tidal renewable energy test facility, test site infrastructure and specified test devices in accordance with the plans and drawings submitted to the Licensor.
- B.** The Licensee has applied to the Marine Institute to install and/or deploy the Licensed Equipment in the Licensed Area and the Marine Institute has approved such application subject to the Licensee obtaining a licence from the Licensor under Section 3 of the Foreshore Act 1933 as amended.
- C.** The Licensee has applied to the Licensor for a Foreshore Licence to install and deploy the Licensed Equipment in the Licence Area.
- D.** In exercise of the powers conferred by Section 3 of the Foreshore Act 1933, the Licensor has agreed to grant a Foreshore Licence to the Licensee on the terms and conditions set out in this Licence.
- E.** The Licensor consents to the Foreshore Licence granted herein over part/all of the Leasehold Area contained in the Marine Institute Lease.

**IT IS HEREBY AGREED AS FOLLOWS:**

## 1. Definitions

In this Licence, the following words and expressions have the following meanings:

- 1.1 “**Adjoining Property**” means any Foreshore, land and/or buildings adjoining or neighbouring the Licensed Area owned by the Licensor;
- 1.2 “**Business Day**” means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made;
- 1.3 “**Confirmation Statement**” means the document issued by the State Claims Agency which sets out the details and applicability of State Indemnity;
- 1.4 “**Commencement Date**” has the meaning in clause 4.1;
- 1.5 “**Cure Notice**” has the meaning set out in clause 11.1;
- 1.6 “**Control**” has the same meaning as in section 432 of the *Taxes Consolidation Act 1997*;
- 1.7 “**Dispute**” means a difference or dispute of whatsoever nature arising between all or any of the parties under or in connection with this Licence;
- 1.8 “**Dispute Notice**” has the meaning set out in clause 20.2;
- 1.9 “**Dispute Resolution Procedure**” means the procedure outlined in clause 20;
- 1.10 “**Encumber**” means the placing of a charge, mortgage, lien or other burden on all or part of the Licensed Area to include lodging this Licence with anyone as security;
- 1.11 “**Environment**” includes any Foreshore, reclaimed Foreshore, land (including without limitation soil, surface land and subsurface strata, sea bed or river bed and any natural or man-made structures), any sea water, inland waters, surface waters, ground waters and water in pipes, drains or other conduits and air (including without limitation air within buildings and other natural or man-made structures above or below ground);
- 1.12 “**Environmental Law**” means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning Environmental Matters and protection of the Environment including without limitation the Air Pollution Act, 1987, the Dangerous Substances Act, 1972, the Dumping at Sea Act, 1996, as amended, the Litter Act, 1982, the Planning and Development Act, 2000 as amended, the Waste Management Act, 1996, as amended, the Environmental Protection Agency Act 1992, as amended, the Protection of the Environment Act, 2003, the Waste Water Discharge (Authorisation) Regulations, 2007, as amended, the European Communities (Birds and Natural Habitats) Regulations, 2011 and all other regulations, bye-laws, orders and codes made thereunder;
- 1.13 “**Environmental Licences**” means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Law or relating to Environmental Matters;
- 1.14 “**Environmental Matters**” means any matter arising out of, relating to or resulting from pollution, contamination, protection of the Environment, human health or safety, health and safety of animal and plant life, sanitation and any matters relating to emissions, discharges, releases or threatened releases of hazardous materials into the Environment;
- 1.15 “**Euro**” means the single currency of participating member states of the European Union or such replacement equivalent currency thereof;

- 1.16 “Facilities” means the specified in the Third Schedule.
- 1.17 “Force Majeure” means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Licence including:
- 1.17.1 acts of terrorists or protesters;
  - 1.17.2 war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
  - 1.17.3 sabotage, acts of vandalism, criminal damage or the threat of such acts;
  - 1.17.4 extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Eireann over the previous ten years;
  - 1.17.5 the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
  - 1.17.6 any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
  - 1.17.7 the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party to this Licence;
  - 1.17.8 the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Licence, other than due to an act or omission of the Licensee;
  - 1.17.9 mechanical or electrical breakdown or failure of machinery, Plant or other facilities owned, installed or utilized by any party, which breakdown or failure was outside the control of the party acting in accordance with Environmental Law or the Law;
- provided that Force Majeure shall not include:
- (i) lack of funds and/or the inability of a party to pay;
  - (ii) mechanical or electrical breakdown or failure of Plant or other facilities owned or utilized by any party other than as a result of the circumstances identified in clauses 1.17.1 to 1.17.9, above; or
  - (iii) any strike or industrial action not falling within clause 1.17.6 above;
- 1.18 “Foreshore” is defined in the same manner as in section 1 of the Foreshore Act as amended;
- 1.19 “Foreshore Act” means the Foreshore Act 1933 as amended;
- 1.20 “Foreshore Licence” means a licence granted by the Licensor pursuant to section 3(1) of the Foreshore Act;
- 1.21 “Good Industry Practice” means conducting activities in a proper and workmanlike manner in accordance with applicable international standards, methods and customarily used practices, with that degree of diligence and prudence reasonably and ordinarily exercised by skilled and experienced operators engaged in a similar activity under similar circumstance and conditions;

- 1.22 **"Insured Risks"** means any or all of the following risks: fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact, riot, civil commotion, aircraft, labour disturbance and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Licensor may in his absolute discretion from time to time determine;
- 1.23 **"Law"** means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Licence;
- 1.24 **"Licence"** means this deed and any schedule to it, as may be amended by supplemental indenture from time to time or which is entered into pursuant to or in accordance with the terms hereof;
- 1.25 **"Licensee"** means XXXXX (Companies Registration Office No. XXXXXX);
- 1.26 **"Licensor"** means the Minister for Housing, Planning and Local Government and which expression shall include his successors or assigns where the context so requires or admits ;
- 1.27 **"License Fee"** has the meaning set out in Clause 5.1;
- 1.28 **"Licensed Area"** means that part of the Foreshore more particularly described in the First Schedule;
- 1.29 **"Licensed Equipment"** means RETDS and any ancillary equipment , infrastructure, cables, structures or other facilities or installations (or components or a subset thereof) of any kind installed or deployed or proposed to be installed or deployed by the Licensee as described in Part 1 of Schedule 3 ;
- 1.30 **"Outgoings"** means all rates, taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Licensed Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Licensee (unless due to its own neglect or default);
- 1.31 **"Permitted Use"** means the use of the Licensed Area for the purpose of:
- 1.31.1 constructing, installing and locating the Facilities;
  - 1.31.2 operating, maintaining, inspecting, testing, repairing or replacing all or any of the Facilities; and
  - 1.31.3 carrying out works which are necessary or incidental to the activities described in clauses (1.3.1) and (1.3.2).
- 1.32 **"Plans"** means the plans and drawings in the custody of and approved by the Licensor being **[INSERT DETAILS OF PLANS]**.
- 1.33 **"Plant"** means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers, and other electrical and mechanical machinery, equipment, and apparatus of whatsoever nature or kind located in the Licensed Area;
- 1.34 **"Representations and Warranties"** mean the representations and warranties given by the Licensee to the Licensor pursuant to clause 15.1;
- 1.35 **"RETD"** means a renewable energy test device (including Wave, Tidal and Wind) together with any associated or ancillary equipment or infrastructure; and
- 1.36 **"RETD Developer"** means a person who is identified and approved by the Marine Institute as being eligible to apply to the Minister for a licence to deploy, install, test and/or operate an RETD at the Marine Institute facility;

- 1.37 “**Specific Conditions**” mean the specifications set out in the Second Schedule, as may be amended from time to time pursuant to clause 8.2;
- 1.38 “**State Indemnity**” means indemnity that is given to third parties or individuals by the State, to compensate them for any losses that they incur as a result of the activities of the State (or a State Body) and in a situation where the State has been negligent in some way. Although State Indemnity is not analogous to a commercial insurance policy it will cover such loss where relevant and is unlimited in amount;
- 1.39 “**Term**” has the meaning set out in clause 4;
- 1.40 “**Utilities**” mean water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic, computer linking, electronic and other communications, oil and heating fuels and other services of whatsoever nature;
- 1.41 “**WEC**” means a wave energy converter together with any associated or ancillary equipment or infrastructure.

## 2. Interpretation

- 2.1. Where two or more persons are included in the expression “the Licensor” or “the Licensee”, such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Licensor, or the Licensee shall be deemed to be made by or with such persons jointly and severally.
- 2.2. Unless the context otherwise requires:
- 2.2.1. words importing a person include any unincorporated association or corporate body and vice versa;
  - 2.2.2. any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
  - 2.2.3. any reference to the singular includes reference to the plural.
- 2.3. Any covenant in the Licence by the Licensee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4. References to any right of the Licensor to have access to or entry upon the Licensed Area shall be construed as extending to all persons lawfully authorised by the Licensor including agents, professional advisers, prospective purchasers of any interest of the Licensor in the Licensed Area or in the adjoining property or Foreshore, contractors, workmen and others provided that such persons have given reasonable notice (except in the case of an emergency) and have sufficient reason to require access.
- 2.5. Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.
- 2.6. Headings are inserted for convenience only and do not affect the construction or interpretation of this Licence.
- 2.7. Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Licence.
- 2.8. If any term or provision in this Licence is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Licence but the enforceability of the remainder of this Licence is not affected.
- 2.9. References in this Licence to any rights granted to the Licensee shall be construed as being granted to the Licensee and all persons authorised by the Licensee to exercise such rights.

- 2.10. Rights excepted to the Licensor or reserved to any indemnities to the Licensor are to benefit also any other licensor and if necessary and appropriate the occupiers of the remainder of the Licensed Area, any occupier of adjoining or neighbouring property or Foreshore and any other person authorised by the Licensor or having similar rights.
- 2.11. Any right or privilege conferred on the Licensor under this Licence shall be deemed to be exercisable by the Licensor during the Term.
- 2.12. References to "month" or "months" mean a calendar month or months.
- 2.13. The Term shall extend to and include the term set out herein and if properly determined prior to the expiry of the Term, the Term shall mean the Term up to the date of such determination and expression such as the last year of the Term shall be construed accordingly.

### **3. Grant of Licence**

- 3.1. The Licensor in exercise of the powers vested in him by section 3(1) of the Foreshore Act, 1933 hereby grants to the Licensee a licence to enter onto, use and occupy the Licensed Area, on the terms and conditions set out in this Licence and in particular the Specific Conditions set out in the Second Schedule for the purpose of the Permitted Use.
- 3.2. Unless otherwise permitted by Law and with the written consent of the Licensor, the Licensee shall not use the Licensed Area for any other purpose other than the Permitted Use.
- 3.3. For the avoidance of all doubt, this Licence does not include the right to get and take any minerals within the meaning of section 3 (8) of the Foreshore Act.

### **4. Term**

- 4.1. This Licence shall commence on the      day of      2017.
- 4.2. Subject to clause 12, this Licence shall remain in force for a period of [INSERT LICENCE PERIOD] from the Commencement Date.

### **5. Licence Fee**

- 5.1. In consideration of the grant of this Licence, the Licensee shall pay to the Licensor the sum of:  
€950.00 exclusive of VAT, if applicable, in consideration for the grant of the licence.

### **6. Commencement of Operations**

- 6.1. The Licensee shall not commence any works associated with the construction or installation of Facilities in the Licensed Area, without the prior written consent of the Licensor.
- 6.2. The Licensor is not obliged to grant consent pursuant to clause 6.1 unless and until the Licensee has obtained and provided to the Licensor in respect of the relevant works, activities or operations copies of all the necessary permits, licences, approvals, consents, registrations, permissions and authorisations.
- 6.3. The Licensee shall notify the Licensor in writing at least 14 (fourteen) Business Days in advance of the commencement of works associated with the construction and installation of the Facilities in the Licensed Area.

### **7. Compliance with Applicable Laws**

- 7.1. The Licensee shall at all times comply with all applicable Law and Environmental Law.



- 7.2. Without prejudice to the generality of clause 7.1, the Licensee shall at all times hold all necessary permits, licences, approvals, consents, permissions, registrations or authorisations associated with any activities of the Licensee in connection with the Licensed Area (to include Plant and equipment utilised therein).

## 8. Specific Conditions

- 8.1. Unless the prior written approval of the Licensor is obtained, which approval may be granted subject to conditions, the Licensee shall ensure that:
- 8.1.1. all Facilities are constructed and/or installed in accordance with the Specific Conditions and such Facilities at all times comply with the Specific Conditions which are applicable at the date that such Facilities were constructed and /or installed; and
  - 8.1.2. no development, work, construction or installation is undertaken in the Licensed Area that does not comply with the Specific Conditions.
- 8.2. The Specific Conditions may be amended from time to time:
- 8.2.1. by agreement between the parties;
  - 8.2.2. by the Licensor by notice in writing to the Licensee and the Marine Institute if the Licensor reasonably considers it necessary to do so for reasons of public safety or protection of the environment.
- 8.3. If at any stage the Licensee becomes aware that any Facilities or works do not comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed (whether as a result of notification by the Licensor or other competent authority or otherwise), the Licensee shall immediately:
- 8.3.1. notify the Licensor and the Marine Institute, unless the Licensee was notified by the Licensor;
  - 8.3.2. unless the Licensor otherwise agrees in writing, take all reasonable steps to ensure that:
    - 8.3.2.1. such Facilities or works comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed, as the case may be; and
    - 8.3.2.2. any adverse consequence arising out of the fact that Facilities were not constructed and/or installed in accordance with the Specific Conditions or works were not performed in accordance with the Specific Conditions, as the case may be, are rectified to the satisfaction of the Licensor as soon as is reasonably practicable.

## 9. Operations in Connection with this Licence

- 9.1. The Licensee may, from time to time, with the prior written consent of the Licensor, occupy and use so much of the adjacent Foreshore as is reasonably required by the Licensee to exercise its rights pursuant to clause 3.1 and shall restore the said Foreshore to its proper condition to the satisfaction of the Licensor after such occupation and use.
- 9.2. Without prejudice to any other rights and obligations under this Licence, or at Law or Environmental Law, in exercising any of the rights or performing any obligations in connection with this Licence, the Licensee shall:
- 9.2.1. not use the Licensed Area or permit the same to be used otherwise than for the Permitted Use and for no other purpose or purposes whatsoever;

- 9.2.2. comply with the Specific Conditions described in the Second Schedule hereto at all times;
- 9.2.3. ensure that all Facilities, Plant, works or structures in the Licensed Area (if any) are at all times maintained in a good and proper state of repair and condition to the satisfaction of the Licensor, ensuring that they do not constitute a public health hazard or danger to persons, animals, marine life or the Environment, nor be injurious to navigation, the adjacent lands and/or Foreshore or the public interest;
- 9.2.4. not Encumber this Licence or any part of the Facilities without the prior written consent of the Licensor;
- 9.2.5. at all times maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Licence including:
- 9.2.5.1. ensuring that all necessary competent persons are engaged to carry out any works, activities, or operations pursuant to this Licence;
- 9.2.5.2. using suitable Plant, machinery and equipment which is in good repair and condition and maintained to proper safety standards;
- 9.2.6. use all reasonable endeavours to minimize damage and disturbance to the Environment, fisheries and all other maritime activities and restore any damage which does occur, to the satisfaction of the Licensor;
- 9.2.7. not commit or suffer any waste, spoil or destruction on the Foreshore, other than waste, spoil or destruction:
- 9.2.7.1. which is reasonably necessary as a consequence of the exercise of rights and performance of obligations pursuant to this Licence; and
- 9.2.7.2. in respect of which the Licensee holds all necessary permits, consents, licences, permissions, authorisations or registrations required by Law or Environmental Law;
- 9.2.8. carry out an analysis and monitoring of the Licensed Area and the waters within the immediate vicinity and to pay to the Licensor all expenses incurred by the Licensor or a person duly authorised by him, to carry out such analysis and monitoring;
- 9.2.9. unless otherwise permitted by Law, not undertake any works, activities or operations, other than navigation, outside the Licensed Area without the prior written consent of the Licensor and, where appropriate, any occupiers of such sea-bed;
- 9.2.10. not, without the prior written consent of the Licensor, carry out any works, activities or operations which, in the reasonable opinion of the Licensor, are injurious to or interfere unreasonably with fishing, navigation, adjacent lands and/or Foreshore, approved scientific research or the public interest;
- 9.2.11. ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction and, where necessary, for the duration of this Licence;
- 9.2.12. permit the Licensor and any persons duly authorised by him at any time to remove from the Licensed Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Licence or which may in the opinion of the Licensor be injurious to navigation, the adjacent lands and/or Foreshore, or the public interest and to restore the Licensed Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Licensor may be required for the purposes of navigation, the adjacent lands and/or Foreshore or the public interest. The Licensee shall compensate the Licensor, or any persons duly authorised by him, for all costs associated with the aforesaid removal or abatement.

9.3. Without prejudice to any other remedy under this Licence, at Law or Environmental Law, if the Licensors is of the view that the Licensee is in breach of any obligation pursuant to clause 9.2, the Licensors may, by notice in writing, require that the Licensee rectify such breach within such reasonable time period as is specified by the Licensors.

9.4. The Licensee shall comply with any direction of the Licensors under clause 9.3 within the time specified in the notice.

## 10. Investigations, Inspections and Enquiries

10.1. The Licensors may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Licence as he sees fit.

10.2. The Licensee shall use all reasonable endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted pursuant to clause 10.1.

10.3. The Licensee acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Licence:

10.3.1. is without prejudice to the Licensee's rights and obligations under this Licence, at Law or Environmental Law and does not amount to a waiver of any such rights or relieve the Licensee from any such obligations; and

10.3.2. does not amount to an acknowledgement by the Licensors, or any officer, servant or agent of the Licensors, that the Licensee has complied with this Licence, Law or Environmental Law in relation to any matters to which the investigation, inspection or enquiry relates.

## 11. Step in Rights

11.1. If at any time any obligation of the Licensee under this Licence is not performed, the Licensors may give written notice to the Licensee (hereinafter referred to as a "Cure Notice") describing the obligation which is not performed and requiring such failure to be remedied within the period specified in the Cure Notice (which period must be reasonable having regard to the nature of the obligation which was not performed).

11.2. If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such Cure Notice, the Licensors shall be entitled to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Licensors may be necessary to secure the performance of the relevant obligations.

11.3. The Licensors or any persons engaged by him, may recover the costs and expenses of exercising all rights under clause 11.2 from the Licensee as a civil debt in any court of competent jurisdiction.

11.4. The rights under this clause 11 are without prejudice to any other remedies available to the Licensors under this Licence, at Law or Environmental Law.

## 12. Termination

12.1. The Licensors may, without prejudice to any other remedies available under this Licence, applicable Law or Environmental Law, terminate this Licence, by notice in writing to the Licensee upon the occurrence of the following events without payment of any compensation or refund by the Licensors to the Licensee and without prejudice to any claim by the Licensors in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Licensee arising under any applicable Law or Environmental Law pursuant to this Licence (including any

**accrued rights or obligations which exist at the date of termination or expiry of this Licence):**

- 12.1.1. Where, in respect of the application for this Licence, material information has been unreasonably withheld from the Licensor or information provided to the Licensor is materially false or misleading in any particular;
  - 12.1.2. if any moneys payable by the Licensee under this Licence are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Licensee of a notice from the Licensor requiring such breach or non-observance or non-performance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1.2 if such breach or non-observance or non-performance is not remedied;
  - 12.1.3. any breach, non-performance, or non-observance by the Licensee of any covenant on the Licensee's part, condition or agreement contained in this Licence, applicable Law or Environmental Law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Licensee of a notice from the Licensor requiring such breach, or such period as may be agreed with the Licensor, non-performance or non-observance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1.3 if such breach or non-performance or non-observance is not remedied;
  - 12.1.4. any material breach, non-observance or non-performance by the Licensee of any covenant on the Licensee's part (including a covenant for payment of rent, royalty or other money), condition or agreement contained in this Licence, applicable Law or Environmental Law;
  - 12.1.5. repeated breach, non-observance or non-performance by the Licensee of any provision of this Licence, at Law and/or Environmental Law which has been notified to the Licensee by the Licensor and which has not been disputed in good faith, whether or not they are remedied, which are reasonably determined by the Licensor to constitute a breach and which continue after receipt by the Licensee of a notice from the Licensor stating that the Licence may be terminated if such repeated breach, non-observance or non-performance continues;
  - 12.1.6. in the event that the Licensee fails to construct and/or install the Facilities in accordance with the Plans approved by the Licensor to the satisfaction of the Licensor;
  - 12.1.7. the Licensor is of the view that the capability of the Licensee to discharge fully its obligations under this Licence is materially impaired, including by reason of:
    - 12.1.7.1. the occurrence of the insolvency/liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) of the Licensee; or
    - 12.1.7.2. any other adverse change in the managerial, technical or financial competence of the Licensee;
  - 12.1.8. the Licensee is listed as dissolved or struck off the Register in the Companies Registration Office in the Republic of Ireland; or
  - 12.1.9. the Licensee otherwise ceases to exist.
- 12.2. Without prejudice to Clause 12.1, this Licence may be determined at any time by the Licensor giving three months notice in writing, expiring on any day, to the Licensee, and upon the termination of such notice the Licence and permission hereby granted shall be deemed to be revoked and withdrawn without payment of any compensation or refund by the Licensor to the Licensee and without prejudice to any claim by the Licensor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Licensee arising under any applicable Law, Environmental Law or pursuant to this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence).

### **13. Rights and Obligations on Termination or Expiry**

13.1. On the termination or expiry of this Licence:

13.1.1. All rights and powers exercisable by the Licensee pursuant to this Licence shall cease and determine, but without prejudice to any obligation or liability arising under any applicable Law, Environmental Law or pursuant to this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence) or without prejudice to any claim by the Licensor in respect of any antecedent breach of any covenant or condition herein contained.

13.1.2. All Facilities belonging to the Licensee shall be removed by the Licensee on the termination or expiry of this Licence at its own expense to the satisfaction of the Licensor and the Licensee shall make good any damage caused by such removal and shall restore the **Licensed Area to its former or proper condition to the satisfaction of the Licensor.**

In the event that the Facilities shall not be removed in agreement with the Licensor on the termination or expiry of this Licence, the Licensor may cause the Facilities to be removed and the Licensee shall pay to the Licensor all reasonable costs, expenses and outgoings incurred in so removing the Facilities, restoring the Licensed Area to its former or proper condition and making good any damage thereby occasioned.

13.1.3. The Licensor may recover the costs and expenses of exercising all rights under clause 13.1.2 from the Licensee as a civil debt in any court of competent jurisdiction.

13.1.4. Any moneys paid to the Licensor under the terms of this Licence shall not be re-paid.

## 14. Payment and Invoicing

14.1. All payments by the Licensee in connection with this Licence:

14.1.1. shall be made by electronic funds transfer delivered on or before the due date for payment, to the Licensor's account which shall be notified to the Licensee by the Licensor in writing and;

14.1.2. shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.

14.2. If any amount which is payable under this Licence has not been paid on or before the date that payment is due:

14.2.1. the party to whom payment is due may institute proceedings for recovery from the other party; and

14.2.2. in addition to any other remedies under this Licence, the party to whom payment is due is to be paid interest on the outstanding amount at Euribor + 1%, such interest to be calculated from the date that payment was due until the date of actual repayment.

## 15. Representation and Warranties

15.1. The Licensee represents and warrants to the Licensor that:-

15.1.1. The Licensee is duly incorporated and organised under the laws of its place of incorporation;

15.1.2. The Licensee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Licence;

15.1.3. The representative signing this Licence on behalf of the Licensee is duly authorised in that behalf.

15.2. This Licence expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof, other than as expressly provided for in this Licence.

## **16. Assignment and Change of Control**

16.1. The benefit of this Licence is personal to the Licensee and not assignable and the rights given hereunder may only be exercised by the Licensee.

16.2. For the purposes of this clause, assignment includes any change in Control of the Licensee.

## **17. Indemnities**

17.1. To keep the Licensor, the State, and their officers, servants, visitors, agents and employees fully indemnified, whether by State Indemnity or otherwise (during the Term of the licence as well as after the expiration of the Term by effluxion of time or otherwise and including any extension or renewal of this licence) from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities arising directly or indirectly from:

- 17.1.1. breach by the Licensee of any of the provisions of this Licence;
- 17.1.2. the state of repair or condition of the Licensed Area;
- 17.1.3. the existence of any additions, articles or alterations in, on or to the Licensed Area or from the state of repair or condition of any such additions, articles or alterations;
- 17.1.4. the user or enjoyment of the Licensed Area;
- 17.1.5. any work carried out or in the course of being carried out to the Licensed Area (to include work undertaken from the Adjoining Property) by the Licensee, his servants, agents or any other person with its actual or implied authority or from anything now or hereafter attached to or projecting from the Licensed Area;
- 17.1.6. any act, neglect or default of the Licensee or any person on the Licensed Area with his actual or implied authority or consent;
- 17.1.7. the execution of any works or the provision or maintenance of any arrangements so directed or required by any Law;
- 17.1.8. any contravention of the Planning Acts, the Building Control Acts, Construction Regulations, Environmental Laws and/or the Public Health Acts and from any applications for planning permission, commencement notices, fire safety certificates, Environmental Licences and works and actions taken in pursuance thereof;
- 17.1.9. any contravention of the Local Government Water Pollution) Act, 1977 as amended;
- 17.1.10. any other cause whatsoever arising out of the Facilities and/or Licensed Area;

and to make good all loss sustained by the Licensor in consequence of any breach by the Licensee of any covenants or conditions herein.

17.2. whenever required to do so by the Licensor, to produce to the Licensor for inspection the Confirmation Statement and to comply with all conditions pertaining to State Indemnity or insurance policies as applicable.

## **18. Joint and Several Liability (If more than one Licensee)**

Save where otherwise specified, any obligations of the Licensee under this Licence are joint and several obligations.

## 19. Force Majeure

19.1. Except as otherwise provided by this Licence, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Licence by reason of Force Majeure:

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

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

19.1.3. subject to full compliance with this clause 19.1, during suspension of any obligation pursuant to clause 19.1.2, the relevant party or parties shall not be treated as being in breach of that obligation;

19.1.4. the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Licence by reason of Force Majeure and to resume full performance of its obligations under this Licence as soon as is reasonably practicable;

19.1.5. as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Licence so far as is reasonably practicable during the period of the Force Majeure;

19.1.6. upon cessation of a party's inability to perform all or any of its obligations under this Licence by reason of Force Majeure, that party shall notify the other party; and

19.1.7. insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

19.2. Clause 19.1.4 shall not require the settlement of any strike, walk-out, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

## 20. Dispute Resolution

20.1. Subject to clause 20.10, no party may commence proceedings in relation to any Dispute in connection with this Licence without first complying with the provisions of clause 20.

20.2. Any party may notify the other party of the occurrence or discovery of any item or event which the notifying party acting in good faith considers to be a Dispute under or in connection with this Licence (hereinafter referred to as a "Dispute Notice").

20.3. A Dispute Notice shall:

20.3.1. set out the particulars of the issues in dispute in sufficient detail and be accompanied by sufficient supporting documentation (if relevant) to enable the recipient or recipients of the notice to fully understand the Dispute; and

- 20.3.2. identify an individual to represent that party in discussions in relation to the Dispute, such individual to have:
  - 20.3.2.1. expertise or experience in the subject matter of the Dispute; and
  - 20.3.2.2. authority to negotiate in relation to the Dispute.
- 20.4. The recipient of a Dispute Notice shall, within 10 Business Days after the date of the Dispute Notice:
  - 20.4.1. appoint an individual to represent that recipient in discussions in relation to the Dispute, such individual to have:
    - 20.4.1.1. expertise or experience in the subject matter of the Dispute; and
    - 20.4.1.2. authority to negotiate in relation to the Dispute; and
  - 20.4.2. notify the details of that individual to the sender of the Dispute Notice.
- 20.5. The nominated representatives shall meet as soon as practicable, but in any event not more than 20 Business Days after the date of the Dispute Notice, to attempt in good faith using all reasonable endeavours to resolve the Dispute satisfactorily.
- 20.6. If a Dispute is not resolved to any party's satisfaction by the nominated representatives under clause 20.5 within 30 Business Days after the date of the Dispute Notice, the Dispute may, by notice in writing by any party to the other party to the Dispute, be referred to arbitration for determination by a single arbitrator appointed by agreement between the parties.
- 20.7. Failing agreement on the appointment of an arbitrator within the time frame set out in clause 20.6, the arbitrator shall be appointed at the request of any party, after giving notice in writing to the other party to the Dispute, by the President for the time being of the Law Society of Ireland.
- 20.8. The provisions of the Arbitration Acts 1954 to 2010 and any amendments thereto shall apply to the arbitration.
- 20.9. Performance of obligations under this Licence shall continue during any Dispute Resolution Procedure pursuant to this clause 20.
- 20.10. Nothing in this clause 20 prevents any party from seeking urgent declaratory injunctive or other interlocutory relief.

## **21.Compliance with Planning**

- 21.1. The Licensee shall obtain all planning permissions, fire safety certificates, Environmental Licences, permissions and other consents required for the construction, installation and operation of the Facilities and comply at its own cost therewith and any local authority requirements as applicable. On the completion of the construction and installation of the Facilities, the Licensee shall furnish the Licensor with its architect's certificate of compliance in respect of such permissions, as applicable.
- 21.2. The Licensee shall not implement any planning permission before it and all required fire safety certificates and Environmental Licences have been produced to the Licensor.
- 21.3. In the event of the Licensed area or the Facilities or the construction and installation thereof not conforming to the planning permission, fire safety certificate or Environmental Licences procured in respect thereof, the Licensee shall carry out such alterations or amendments as shall be necessary to comply therewith. However in the event of it becoming impossible to comply with the planning permission, fire safety certificate or Environmental Licences procured, to restore the Licensed Area to its former condition and to the satisfaction of the Licensor.
- 21.4. The Licensee shall not do anything on or in connection with the Licensed Area, Plant and equipment the doing or omission of which shall be a contravention Environmental Laws and any statutory modification or



re-enactment thereof for the time being in force and regulations or order made thereunder being necessary for any addition, alteration or change in or to the Licensed Area for the change of use thereof, to apply, at its own cost to the relevant local authority for all approvals, certificates, consents and permissions which may be required in connection therewith and to give notice to the Licensor of the grant or refusal (as the case may be) together with copies of all such approvals, certificates, consents and permissions forthwith on receipt thereof and to comply with all conditions, regulations, bye-laws and other matters prescribed by any competent authority whether generally or specifically in respect thereof and to carry out such works at the Licensee's own expense in a good and workmanlike manner to the satisfaction of the Licensor. The Licensee shall produce to the Licensor on demand all plans, documents and other evidence as the Licensor may reasonably require in order to satisfy himself that the provisions of this Licence have been complied with in all respects.

21.5. The Licensee shall give notice forthwith to the Licensor of any notice, order or proposal for a notice under the Planning and Development Act, 2000 as amended or the Building Control Act 1990, as amended, or the Local Government (Sanitary Services) Act, 1878, as amended, or the Public Health Acts, 1878 to 2001, as amended and comply at its own cost therewith.

21.6. The Licensee shall at the request of the Licensor, but at its own cost, make or join in making such objections or representations in respect of any proposal the Licensor may require to be made.

## **22. Outgoings**

22.1. The Licensee shall pay and discharge:

22.1.1. All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable in respect of the Licensed Area.

22.1.2. All costs associated with the construction and installation of the Facilities and the continued operation and use thereof including the cost of any work which the Licensor may have to do to facilitate any act or thing hereby authorised.

## **23. Exercise of Rights**

23.1. To exercise the Licence hereby granted in such a manner as to cause no damage or injury to the Licensed Area, the Licensor, the occupants of the Leasehold Area and any adjoining property or Foreshore and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

## **24. Insurance /State Indemnity**

Without prejudice to the Licensee's liability to indemnify the Licensor (and others as specified in clause 17) in accordance with the provisions of Clause 17:-

24.1. The Licensee must, prior to the Effective Date and at all times prior to the commencement of deployment and/or installation of the Licensed Equipment or any ancillary or preparatory works associated with same, maintain such instances as would be required in accordance with Good Industry Practice and at all times thereafter have in place such insurances as would be required in accordance with Good Industry Practice.

24.2. The Licensee must immediately notify the Licensor in writing of the making of any claim under any policy of insurance and must provide the Licensor with all information in relation to any such claim.

24.3. The Licensee must ensure that their servants and agents engaged in connection with activities in the Licensed Area, or otherwise in connection with this License, have appropriate insurance consistent with Good Industry Practice and copies of all such insurance policies should be provided to the Licensor as soon as is reasonably practicable.

## **25. Notices**

- 25.1. Save where otherwise provided, any demand or notice to be made, given, or served on foot of this Licence may be given in writing by sending same by pre-paid post to (i) the registered office of the Licensee at [INSERT LICENSEE ADDRESS] or such other address as shall be notified by the Licensee to the Licensors, in writing, or (ii) the office of the Licensors being Custom House, Dublin, D01 W6X0 or such other address as shall be notified to the Licensee, in writing. A copy of any such demand or notice should also be copied to the Marine Institute at their registered office at Rinvilla, Oranmore in the County of Galway, H91 R673 D02 NT99 or such other address as shall be notified by the Marine Institute to the Licensors.
- 25.2. Any such demand or notice shall be deemed to have been made, given or served when posted at the expiration of three working days after the envelope containing the same and properly addressed was sent by registered post.

## **26. Variation**

- 26.1. No amendment to this Licence shall be effective unless it is in the form of a supplemental instrument executed by the parties.
- 26.2. The Licensors reserves the right to review and amend by way of supplemental instrument any of the terms of this Licence.

## **27. Relationship of the Parties**

- 27.1. Nothing in this Licence may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Licensed Area or adjoining property/Foreshore of the Licensors, or any agency, association, joint venture or partnership between the Licensors and the Licensee.
- 27.2. Except as is expressly provided for in this Licence, nothing in this Licence grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.
- 27.3. It is hereby certified for the purposes of the Companies Act 2014, as amended, that the Licensors is not a director or a person connected with a director of the Licensee.

## **28. Severability**

- 28.1. If any provision of this Licence is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Licence shall remain in full force and effect.
- 28.2. The parties shall comply with this Licence as amended in accordance with this clause 28.

## **29. Stamp Duty**

To stamp (if applicable) this Licence and counterpart thereof as soon as practicable after the execution of same and to furnish the counterpart duly stamped to the Chief State Solicitor on behalf of the Licensee within three months of the date of execution of the Licence.

## **30. Governing Law**

- 30.1. The Licence shall be governed and construed in accordance with the laws of Ireland.
- 30.2. Subject to clause 20, the parties hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Ireland.

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**31. First Schedule**

**31.1. "Licensed Area"**

**ALL THAT AND THOSE (INSERT DETAILS OF LICENCE AREA)**

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## **32.Second Schedule**

### **32.1. “Specific Conditions”**

The Licensee shall throughout the Term: **INSERT SPECIFIC CONDITIONS**

DRAFT

## **33.Third Schedule THE FACILITIES**

## **PART 1: THE LICENSED EQUIPMENT**

**[To be inserted]**

## **PART 2: THE SPECIFICATIONS**

**[To be inserted]**

DRAFT

IN WITNESS whereof a person so authorised by the Licensor under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Licensor and Licensee has hereunto affixed his seal the day and year first herein **WRITTEN**.

**PRESENT** when the Official Seal of the  
**MINISTER FOR HOUSING, PLANNING AND LOCAL GOVERNMENT**  
was re- affixed hereto and was authenticated by the  
signature of:-

\_\_\_\_\_

\_\_\_\_\_

A person authorised by Section 15(1)  
of the Ministers and Secretaries Act, 1924  
to authenticate the Seal of the said Minister

*Witness to print*

Full name: \_\_\_\_\_

Position held: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PRESENT** when the **COMMON SEAL** )  
of **INSERT NAME OF LICENSEE** was affixed hereto )  
in accordance with their Memorandum and )  
Articles of Association:- )

**Signature:** \_\_\_\_\_ )

**Address:** \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

**Occupation:** \_\_\_\_\_ )

**Signature:** \_\_\_\_\_ )

**Address:** \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

**Occupation:** \_\_\_\_\_ )



Dated the                      day of                      2017

**MINISTER FOR HOUSING, PLANNING, COMMUNITY AND LOCAL  
GOVERNMENT**

**“the Licensor”**

First part

AND

XXXXX

**“the Licensee”**

Second part

**FORESHORE LICENCE**

Chief State Solicitor’s Office  
Osmond House  
Ship Street Little  
Dublin 8  
PM/File ref.

**PRESENT** when the Official Seal of the  
**MINISTER FOR HOUSING, PLANNING  
AND LOCAL GOVERNMENT**  
was re- affixed hereto and was authenticated by the  
signature of:-

*Eamon McCornack*

*EAMONN MC CORNACK*

A person authorised by Section 15(1)  
of the Ministers and Secretaries Act, 1924  
to authenticate the Seal of the said Minister

*Witness to print*

Full name: MARGARET KILLEEN

Position held: DIARY SECRETARY

Address: MINISTER ENGLISH'S OFFICE

Department of Housing Planning & L.G.

CUSTOM HOUSE, DUBLIN 1.

**PRESENT** when the **COMMON SEAL**  
of **THE MARINE INSTITUTE**  
was affixed hereto in accordance with the  
provisions of the Marine Institute Act 1991:

Signature:

Colm O'Malley

Address:

4 Warren Lodge  
Delish Road  
Galway D13 TV19

Occupation:

Company Director

Signature:

John Dickey

Address:

5 Montpelier  
Sea Rd.  
Galway.

Occupation:

CIVIL ENGINEER.

Witness to print

Full name:

Conall O'Malley

Position

held: Scientific Technical Officer

Address:

Marine Institute  
Rinville  
Co. Galway

Witness to print

Full name:

Helen Bolcs

Position

held: Board Secretary

Address:

Marine Institute  
Rinville  
Oranmore

DATED THE 15<sup>th</sup> DAY OF December 2017

MINISTER FOR HOUSING, PLANNING AND LOCAL GOVERNMENT

One Part

-AND-

Marine Institute

Other Part

**FORESHORE LEASE**

Eileen Creedon,  
Chief State Solicitor,  
Osmond House,  
Little Ship Street,  
Dublin 8.  
PM/File Ref.:2017/03918