



Commission for Energy Regulation

An Coimisiún um Rialáil Fuinnimh

Authorisation to Construct an Interconnector

Issued to

[XXXX]

Authorisation Ref. No. [XX/XX]

[Date]

**GRANT OF AUTHORISATION TO CONSTRUCT OR RECONSTRUCT AN
INTERCONNECTOR BETWEEN [POINT A] AND [POINT B]**

PART I

TERMS OF AUTHORISATION

1. In exercise of the powers conferred on the Commission for Energy Regulation (the "**Commission**") by Section 16 of the Electricity Regulation Act, 1999 (the "**Act**"), the Commission hereby grants to **[Company Name]** (the "**Grantee**") an authorisation to construct an interconnector between **[point a]** and **[point b]** (the "**interconnector**") subject to the conditions set out in Part II (the "**Conditions**").
2. The authorisation hereby granted (hereinafter referred to as "**this authorisation**") shall be subject to modification in accordance with Sections 17(3)(a) and 19 of the Act.
3. This authorisation shall come into force on **[DATE]** and shall continue in force for the term specified in the Conditions, unless and until revoked by the Commission in accordance with the Act and the Conditions.

Sealed with the common seal of the Commission for Energy Regulation on **[DATE]**.

Member of Commission

Member of staff of Commission

PART II

CONDITIONS

1. Interpretation and construction

1.1 Unless the contrary intention appears:

- (a) words and expressions used in the Conditions shall be construed as if they were in an enactment and the Interpretation Acts applied to them; and
- (b) references to an enactment shall include primary and subordinate legislation and in both cases any modification or re-enactment thereof after the date when this authorisation comes into force.

1.2 Any word or expression defined in the Act for the purposes of any provision of the Act shall, unless the contrary intention appears, have the same meaning when used in the Conditions.

1.3 Unless otherwise specified:

- (a) any reference to a numbered Condition is a reference to the Condition bearing that number in this authorisation;
- (b) any reference to a numbered paragraph is a reference to the paragraph bearing that number in the Condition in which the reference occurs; and
- (c) (without prejudice to any provision which restricts such variation, supplement or replacement) any reference to any agreement, licence, code or other instrument shall include a reference to such agreement, licence, code or other instrument as varied, supplemented or replaced from time to time.

- 1.4 The heading or title of any Part, Condition or paragraph shall not affect the construction thereof.
- 1.5 Where any obligation of the Grantee is expressed to require performance within a specified time limit that obligation shall continue to be binding and enforceable after that time limit if the Grantee fails to perform that obligation within that time limit (but without prejudice to all rights and remedies available against the Grantee by reason of the Grantee's failure to perform within the time limit).
- 1.6 The provisions of Section 4 of the Act shall apply for the purposes of the delivery or service of any document, direction or notice to be delivered or served pursuant to this authorisation and directions issued by the Commission pursuant to any Condition shall be delivered or served as aforesaid.

2. Construction of the Interconnector

2.1 The interconnector shall be ,

[The individual authorisation will specify the essential physical and technical characteristics of the planned interconnector based on the application received. This will include the location of the connection points and the convertor stations.]

2.2 Except where the Commission has given prior written consent to any proposed variation in design or construction of the interconnector, the interconnector shall be constructed in accordance with the details contained in the Grantee's application form dated **[DATE]**.

2.3 The interconnector shall be situated as shown on the plans and maps annexed hereto.

3. Term for Construction

- 3.1 The Grantee shall complete the construction and commissioning of the interconnector no later than seven (7) years from the date this authorisation comes into force, or such longer period as the Commission may hereafter direct in writing.

4. Consents

- 4.1 The Grantee shall comply at all times with all planning authority and statutory consents, permissions or approvals, already made at the date of this authorisation or made subsequent to this authorisation, for the construction the interconnector.

5. Environment

- 5.1 The Grantee shall at all times comply with all applicable European Union and Irish Environmental Laws whether in force at the date hereof or in the future.

- 5.2 For the purposes of this authorisation, "**Environmental Laws**" means those laws which are from time to time in force whose purpose is the protection of the environment including the protection of human health, flora, fauna and the eco-systems on which they depend, and for the avoidance of doubt shall include but shall not be limited to the Planning and Development Acts 2000-2006, the Environmental Protection Agency Acts 1992 and 2003, the Waste Management Acts 1996 and 2003, and all relevant legislation relating to the assessment of environmental impacts, and the protection of air, land and water.

6. Compliance with the Grid Code, Distribution Code and Metering Code

- 6.1 The Grantee shall at all times comply with the provisions of the Grid Code, Distribution Code and Metering Code, from time to time in force, insofar as applicable to it.

7. Directions and Determinations by the Commission and Court Orders

7.1 The Grantee shall comply with any directions or determinations made by the Commission pursuant to Sections 23, 24 and 25 and court orders made pursuant to Section 26 of the Act.

7.2 Any costs associated with compliance with such directions, determinations and court orders shall be the responsibility of the Grantee.

8. Revocation

8.1 The Commission may at any time revoke this authorisation by not less than 30 days' notice in writing to the Grantee:

- (a) if the Grantee agrees in writing with the Commission that this authorisation should be revoked;
- (b) if the Grantee fails to comply with a direction under Section 23 or Section 24 of the Act, a determination under Section 25 of the Act or an order under Section 26 of the Act;
- (c) if the Grantee fails to comply with any order made by the Minister under Section 39 of the Act;
- (d) if the Grantee:
 - (i) is unable to pay its debts (within the meaning of Section 214 of the Companies Act, 1963) or if it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Commission); or
 - (ii) has a receiver or an examiner within the meaning of the Companies (Amendment) Act, 1990, of the whole or any material part of its assets or undertaking appointed; or
 - (iii) passes any resolution for winding up other than a resolution previously approved in writing by the Commission; or
 - (iv) becomes subject to an order for winding up by a court of competent jurisdiction;
- (e) if:
 - (i) there is a change in the control of the Grantee; and
 - (ii) the Commission serves notice on the Grantee stating that the Commission proposes to revoke this authorisation in pursuance of this paragraph unless such further change in

control of the Grantee as is specified in the notice takes place within the period of three months beginning with the date of service of the notice; and

(iii) that further change does not take place within that period;

(f) if the Grantee shall have failed to notify the Commission as soon as practicable thereafter that a change in the control of the Grantee shall have occurred;

(g) if the Grantee has not made material progress on the construction of the interconnector after a period of two (2) years after the granting of this authorisation except where the Commission is satisfied that this has occurred as a result of events beyond the reasonable control of the Grantee in which case the Commission shall substitute such longer period as it, in its sole discretion, considers reasonable in all the circumstances; and

(h) if the Grantee ceases to construct the interconnector for a period of six (6) months except where the Commission is satisfied that this has occurred as a result of events beyond the reasonable control of the Grantee in which case the Commission shall substitute such longer period as it, in its sole discretion, considers reasonable in all the circumstances.

8.2 There is a change in the control of the Grantee for the purposes of paragraphs 0 and 0 whenever a person has control of the Grantee who did not have control of the Grantee when this authorisation was granted.

9. Provision of information to the Commission

- 9.1 The Grantee shall furnish to the Commission information in such manner and at such times as the Commission may require, and shall procure and furnish to it such reports as the Commission may consider necessary in the light of the Conditions or as it may require for the purpose of performing the functions assigned or transferred to it by or under the Act.
- 9.2 Notwithstanding the provisions of paragraph 9.1, the Grantee shall report to the Commission on the progress of the construction of the interconnector at three monthly intervals, the first report to be due on the date falling three calendar months after this authorisation comes into force.
- 9.3 The power of the Commission to call for information under paragraphs 9.1 and 9.2 is without prejudice to the power of the Commission to call for information under or pursuant to the Act.
- 9.4 In this Section, "**information**" shall include any permissions, consents, licences, (including any conditions attached to such permissions, consents or licences), surveys, investigations, documents, records (whether stored, maintained or preserved by means of any mechanical or electronic device or otherwise), accounts, estimates, or reports (whether or not prepared specifically at the request of the Commission) of any description specified by the Commission.

10. Assignment

10.1 The Grantee shall not, without the prior written consent of the Commission, assign or transfer this authorisation.

10.2 Any consent of the Commission to any assignment or transfer of this authorisation shall be subject to the Commission being satisfied that the assignee will have the technical and financial capability to comply with:

- (a) the Conditions;
- (b) any modification of this authorisation considered necessary by the Commission as a requirement of the assignment or transfer; and
- (c) any other matters determined by the Commission to be necessary.