

# Experienced Based Accreditation - Application Form



## Section A | Details of Contractor for Accreditation

**1. Contractor details:**

Registered company name (if applicable):

Company registration number (if applicable):

Contact name:

Postal address:

Email:

## Section B | Contractor Experience

**2. The Contractor must satisfy either 2.1 or 2.2 below to be considered for Experience Based Accreditation, please tick the appropriate box:**

2.1. Completed self lay works with Irish Water on a minimum of 3 self lay housing developments with no outstanding non-conformances

**Or**

2.2. Completed the laying of new networks or waste networks on at least 3 Irish Water projects with no outstanding non-conformances

**3. Please provide details of the projects that the relevant experience was achieved from.**

Project Details
Project 1:

Project 2:

Project 3:

**Section C | Site Co-Ordinator Details**

4. Please use the box provided to confirm that a Site Co-Ordinator will be appointed.

5. Please outline the Site Co-Ordinator Qualification(s) and/or Relevant Experience held, Complete (a) or (b).

<u>(a) Education</u>	
Qualification (s)	Awarding Institution
<u>Or (b) Relevant Experience</u>	
Position Held	Experience with IW Standard Details and Code of Practice.



## Guide to completing the application form

This form should be completed by applicants seeking Experience Based Accreditation.

### Section A Contractor details

**Question 1:** This question requires the applicant or company applying for a connection to identify themselves, their postal address and to provide their contact details.

### Section B Contractor experience

**Question 2:** For the applicant to be deemed to have the correct level of necessary experience, the applicant must satisfy one of the below criteria:

Completed self lay works with Irish Water on a minimum of 3 self lay housing developments with no outstanding non-conformances.

**OR**

Completed the laying of new networks or waste networks on at least 3 Irish Water project with no outstanding non-conformances.

The applicant must tick the box that applies to match the relevant contractor experience.

**Question 3:** This question requires the applicant to specifically outline which projects have been undertaken to satisfy the experience needed for accreditation.

### Section C Site Coordinator details

**Question 4:** This question requires the applicant to confirm that a Site Coordinator will be appointed upon a successful application.

**Question 5:** This question requires the applicant to indicate the Industry specific qualifications or experience that the Site Coordinator has obtained. This refers to any professional qualification or relevant experience that has been obtained that would benefit the applicant in their role as the Site Coordinator for the Self-Lay Project.

Minimum Educational Requirements:

- Level 7 Qualification.
- Post Graduate Experience working on Water services projects. (Minimum 7 years)
- Experience with Irish Water Code of Practice & Standard Details.

**Or**

Minimum Work Experience:

- Employed at a minimum of Foreman Level and has experience of IW Code of Practice and Standard Details.

**Question 6:** This question requires the applicant to indicate if the Site Coordinator has completed training in the following practices.

- Hygiene in Water Services
- Hydrostatic Pressure Testing (in accordance with IGN 4-01-03)
- Polyethylene Electro Fusion & Butt Fusion Welding Techniques (Water)

### Section D Declaration

Please review the declaration, sign, and return the completed application form to Irish Water by email at [Accreditation@water.ie](mailto:Accreditation@water.ie)

## GENERAL CONDITIONS FOR CONTRACTOR ACCREDITATION

### (GENERAL CONDITIONS)

#### 1 BACKGROUND

As Ireland's national water utility, Irish Water is responsible for providing water and wastewater services throughout Ireland. In fulfilling this remit, Irish Water provides water and wastewater connections between the Irish Water Network(s) and new housing and mixed-use developments. Following the introduction of a harmonised system of charging throughout Ireland under the Connection Charging Policy and arising from engagement between Irish Water and the Commission for the Regulation of Utilities (CRU), Irish Water is now commencing an experience-based accreditation scheme to accredit competent and certified third-party contractors to undertake works on the extension of Irish Water's existing Network(s). This will facilitate third-party contractors who have been accredited under the scheme to carry out any necessary Network extensions in connection with their developments.

The General Conditions governing the administration of the Scheme are set out below.

#### 2 DEFINITIONS

**Accreditation** means an attestation by Irish Water that an Accredited Contractor has demonstrated its experience-based competence to carry out Self-Lay Works in the Public Road to the standard set out in these General Conditions.

**Accredited Contractor** means any legal or natural person accredited to carry out Self-Lay Works in the Public Road pursuant to an Accreditation.

**Applicant** means any legal or natural person applying to Irish Water for the purposes of obtaining Accreditation to carry out Self-Lay Works in the Public Road.

**Audit** means an assessment carried out by Irish Water periodically to monitor the Accredited Contractor's performance of the Self-Lay Works in the Public Road in accordance with Section 7 of these General Conditions.

**Connection Offer** means the conditional offer letter issued by Irish Water to the Developer relating to the connection of the Water & Wastewater Services Infrastructure to the Network(s) and which, upon acceptance, forms part of the connection agreement between Irish Water and the Developer.

**Connection Facilities** means the facilities (including the Service Connection(s)) required to be constructed and/or upgraded, installed and commissioned by an Accredited Contractor in order to connect the Water & Wastewater Services Infrastructure to the Network(s), save for the Tie-In Works (which shall be completed by Irish Water or its agent(s)).

**Developer** means the person or entity to whom the Connection Offer is addressed and who has entered into a connection agreement with Irish Water.

**Development** means the housing or housing/mixed use development located at the address set out in the Connection Offer.

**General Conditions** means these General Conditions.

**Improvement Notice** means a written notification issued by Irish Water to an Accredited Contractor following an Audit calling on the Accredited Contractor to take appropriate action to address any issues identified arising out of an Audit.

**Irish Water** means Irish Water (Uisce Éireann) a designated activity company incorporated in Ireland (company registration number 530363) and having its registered office at 24-26 Talbot Street, Dublin 1.

**Network(s)** means the Waterworks and/or the Wastewater Works, as applicable and specified on the face of the Connection Offer, and any related lands, which are owned by, vested in, controlled or used by Irish Water.

**Party or Parties** refers to Irish Water, on the one part, and to the Applicant or Accredited Contractor on the other part.

**Public Road** means a road over which a public right of way exists and the responsibility for the maintenance of which rests with a road authority

**Relevant Standards** means the Codes of Practice and Standard Details outlined in Section 6.1 of these General Conditions.

**Scheme** means the scheme by which Irish Water awards Accreditation to competent and certified third-party contractors to carry out Self-Lay Works in the Public Road.

**Self-Lay Works in the Public Road** means all works to be carried out [by an Accredited Contractor] on behalf of the Developer in connection with the construction of the Connection Facilities.

**Service Connection** means a water supply pipe or drainage pipe, together with any accessories and related fittings, extending from a waterworks or wastewater works to the outer edge of the boundary to the curtilage of a Development and used, or to be used as the case may be, for the purpose of connecting the Water & Wastewater Service Infrastructure in the Development with the waterworks and/or wastewater works (as the case may be).

**Site Coordinator** means any legal or natural person appointed by the Accredited Contractor for the purposes of supervising the carrying out of the Self-Lay Works and conduct periodic inspections of the Self-Lay Works to ensure compliance with the Relevant Standards and Statutory Requirements.

**Statutory Requirements** means the statutory requirements outlined at Section 6.2 of these General Conditions.

**Tie-In Works** means the works required to be completed by, or on behalf of, Irish Water to connect the Water & Wastewater Services Infrastructure and the Connection Facilities with the Network(s).

**Water & Wastewater Services Infrastructure** means (where according to the Connection Offer connection is to be made to the Waterworks) the water supply pipework and/or (where according to the Connection Offer connection is to be made to the Wastewater Works) the Wastewater collection pipework and all related fixtures, fittings and accessories to be constructed and laid by the Developer within the Development, as applicable, pursuant to this Connection Agreement, including all connections and pipework extending to the outer boundary of any individual premises but excluding any premises pipe work.

**Wastewater Works** means sewers and their accessories, and all other associated physical elements used for collection, storage, measurement or treatment of wastewater, and any related lands, which are owned by, vested in, controlled or used by Irish Water.

**Waterworks** means water sources, water mains and their accessories, and all other associated physical elements used for the abstraction, treatment, storage, measurement or distribution of water, and any related land, which are owned by, vested in, controlled or used by Irish Water.

### 3 ASSUMPTIONS

3.1 The information contained in the "*Experienced Based Accreditation – Application Form*" (as set out in Appendix 1 of the General Conditions) and any supporting documents submitted in support of the application, are true accurate and complete in all material respects.

3.2 The Applicant has acquired all required insurances for the purposes of carrying out works within the scope of the Accreditation.

### 4 APPOINTMENT

4.1 The Accreditation conferred by Irish Water on the Accredited Contractor is subject to compliance with the terms of the General Conditions.

4.2 In accepting the Accreditation awarded by Irish Water, and/or in purporting to act pursuant to that Accreditation, the Accredited Contractor is deemed to have accepted these General Conditions.

4.3 These General Conditions shall be the entire agreement between the Parties with respect to the subject matter of the Accreditation and the General Conditions expressly exclude 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 its subject matter. Neither Party relies on any other written or oral representation, arrangement, understanding or agreement.

4.4 The Applicant acknowledges and confirms that it does not enter into the Scheme in reliance on any representation, any misrepresentation, warranty or other undertaking by Irish Water not fully reflected in the General Conditions.

4.5 The rights of a Party will not be prejudiced or restricted by any indulgence or forbearance extended to the other Party, and no waiver by a Party of any breach will waive any other breach.

## 5 SCHEME OF ACCREDITATION

5.1 An application for Accreditation shall be made using the Irish Water template "*Experienced Based Accreditation – Application Form*". The template is at Appendix I to the General Conditions.

5.2 A valid application must contain the Applicant's name, address and (where applicable) company registration number.

5.3 An Applicant must evidence that it has the requisite level of experience to achieve Accreditation under the Scheme. Requisite experience must be demonstrated by providing detailed project-based experience that satisfies at least one of the following criteria:

5.3.1 the Applicant has completed Self-Lay Works with Irish Water on a minimum of three (3) self-lay housing developments with no outstanding non-conformances.

**or**

5.3.2 the Applicant has completed the laying of new networks or waste networks on at least three (3) Irish Water projects with no outstanding non-conformances.

5.4 Details of the relevant works specified in Section 5.3 above must be set out in Section B of the template "*Experienced Based Accreditation – Application Form*". Irish Water reserves the right to seek further and/or supplemental information in respect of the application.

5.5 A valid application requires the Applicant to confirm that a suitable and named Site Coordinator will be appointed.

5.6 The suitability of the proposed Site Coordinator may be established by demonstrating either that:

5.6.1 the proposed candidate has achieved the minimum educational requirements.

**or**

5.6.2 the proposed candidate has the minimum work experience as required in the "*Experienced Based Accreditation – Application Form*".

5.7 A suitable Site Coordinator must have and maintain up to date training in each of the following practices:

5.7.1 Hygiene in Water Services;

5.7.2 Hydrostatic Pressure Testing (in accordance with IGN 4-01-03); and,

5.7.3 Polyethylene Electro Fusion & Butt Fusion Welding Techniques (Water).

5.8 Once a decision has been made on the application, Irish Water will issue the Applicant with, either, a letter confirming award of Accreditation or a letter notifying the Applicant that the application has not been awarded Accreditation and informing the Applicant of the process for re-application or review of the decision.

5.9 The date of commencement of Accreditation shall run from the date of the letter awarding Accreditation.

5.10 An Accredited Contractor may carry out Self-Lay Works in the Public Road pursuant to any Connection Offer between the Developer and Irish Water.

## 6 SCHEME OF ACCREDITATION REQUIREMENTS

### 6.1 Relevant Standards

6.1.1 The Accredited Contractor must comply with Irish Water's Relevant Standards, available at ([www.\[ \]](http://www.[ ])) ("**Relevant Standards**"). This includes the obligation to carry out such investigations, surveys, reports or testing as may be reasonably required by Irish Water from time to time.

## 6.2 Statutory Requirements

In completing the Self-Lay Works in the Public Road, the Accredited Contractor must:

- 6.2.1 comply with all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to the Connection Agreement, including, but not limited to, the Water Services Acts 2007 to 2017 (including acting in accordance with S. 41 of the Water Services Act 2007, as amended), the Building Control Acts 1990 to 2014 the Building Regulations 1997 to 2017, the Construction Regulations and the Safety, Health and Welfare at Work Act 2005 (as amended) ("**Statutory Requirements**").
- 6.2.2 comply with all planning laws under Irish law including, but not limited to, the Planning and Development Act 2000 (as amended).
- 6.2.3 obtain all necessary licenses and/or regulatory consents before the commencement of planned works. Specifically, the Contractor must obtain the appropriate road opening license where the planned works entail the excavation of a section of public road, for example carriageway, footway and associated grass verge.
- 6.2.4 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated, or re-enacted.

## 6.3 Site Coordinator

- 6.3.1 The Accredited Contractor must appoint a Site Coordinator for each project that the Accredited Contractor undertakes. The Site Coordinator must meet the minimum requirements set out in the General Conditions (outlined at Section 5.6 of these General Conditions).
- 6.3.2 The appointed Site Coordinator must maintain a presence onsite for the purposes of supervising the carrying out of the Self-Lay Works and conduct periodic inspections of the Self-Lay Works to ensure compliance with the Relevant Standards and Statutory Requirements.

## 7 AUDITS

- 7.1 Irish Water will monitor the performance of each Accredited Contractor by carrying out periodic Audits of the Accredited Contractor's performance of the Self-lay Works in the Public Road.
- 7.2 Audits will consider the Accredited Contractor's compliance with Relevant Standards, Statutory Requirements and the performance of the Site Coordinator.
- 7.3 If an Accredited Contractor is assessed as failing an Audit, Irish Water will issue of an improvement notice ("**Improvement Notice**") calling on the Accredited Contractor to take appropriate action to address any issues identified arising out of an Audit.
- 7.4 The issuing of three Improvement Notices to an Accredited Contractor in any one (1) year period will result in the suspension of Accreditation for a period of up to six (6) months.
- 7.5 In circumstances where accreditation has been suspended and the Applicant has failed to take appropriate action to address the issues identified arising out of the Audits, Irish Water may remove Accreditation and require an Accredited Contractor to formally reapply for Accreditation.
- 7.6 Any decision to remove Accreditation may be referred for review as set out in Section 9 of these General Conditions.

## 8 TIME FOR COMPLETION/DELAYS

- 8.1 Both Parties will use reasonable endeavors to progress the application for Accreditation and associated Assessment Process in a timely manner and, in any case, Irish Water will endeavour to issue a decision within eight (8) weeks of receipt of a [valid] application for Accreditation.
- 8.2 Irish Water shall not be liable for any loss or damage suffered by the Applicant, Accredited Contractor and/or Developer in respect of delays resulting from any cause whatsoever.



## 9 **REVIEWS**

- 9.1 An Applicant for Accreditation may apply to Irish Water to have a decision in respect of its application reviewed if it considers that the decision was not made in accordance with the published criteria and/or process in operation at the time of the original application for Accreditation.
- 9.2 An Accredited Contractor who has had its Accreditation suspended or removed may seek review by Irish Water of the decision to suspend or remove Accreditation.
- 9.3 An application for review of a decision must be notified to Irish Water within fourteen (14) days of notification of the relevant decision.
- 9.4 The grounds upon which a review is requested should be clearly and specifically stated.
- 9.5 Irish Water will endeavour to make a decision on the application for review within eight (8) weeks of the date upon which review of the decision is sought. Irish Water's decision on the application for review will be final.

## 10 **ASSIGNMENT**

- 10.1 The Accredited Contractor shall not be entitled to assign or transfer the benefit of the Accreditation to a third party including, for the avoidance of doubt, any affiliated entity.

## 11 **TERM & TERMINATION**

- 11.1 Accreditation conferred on a Contractor by Irish Water will last for a period of two years. The letter confirming that the application for Accreditation has been successful will state the date of commencement and date of expiration of Accreditation.
- 11.2 Irish Water may suspend or remove Accreditation from an Accredited Contractor where Irish Water, in its absolute discretion, considers the Accredited Contractor to be in breach of the General Conditions.

## 12 **LIMITATION ON LIABILITY**

- 12.1 Irish Water shall in no way be liable for and shall be indemnified and held harmless by the Accredited Contractor for any loss or damage caused in the performance of the Self-Lay Works in the Public Road, including any adverse consequences arising directly or indirectly as a result of such breach and all costs, damages or claims arising therefrom.

## 13 **GOVERNING LAW**

- 13.1 Irish law governs the operation of the Scheme and its interpretation.

## 14 **AMENDMENTS**

- 14.1 The General Conditions may be amended by Irish Water at any time. Any such amendments will be published by Irish Water and duly notified to Accredited Contractors.

## 15 **DATA PROTECTION**

- 15.1 If and to the extent personal data is processed (as such terms are defined in the Data Protection legislation) pursuant to these General Conditions, the provisions of Schedule 1 shall apply.

# SCHEDULE 1

## DATA PROTECTION

1. If and to the extent personal data is processed pursuant to these General Conditions, the provisions of this Schedule 1 shall apply. "Data Protection Law" means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.
2. It is necessary for Irish Water to collect and use personal data relating to the Accredited Contractor and the Site Coordinator in respect of the Scheme, such as the name, address, contact details, financial information (depending on payment method) and other data provided by the Accredited Contractor as part of its application. Where such personal data is provided, the relevant controller is Irish Water. This data will be used to enable Irish Water to carry out its obligations under the Scheme and to manage its relationship with the Accredited Contractor. Irish Water's legal basis for processing such personal data in accordance with the provisions of this Schedule 1 is that it is necessary for the exercise of official authority vested in Irish Water. Irish Water may keep the data of the Accredited Contractor and the Site Coordinator during the period of Accreditation and for a reasonable period after the Accreditation expires but will not keep it for any longer than is necessary and/or as required by Applicable Law.
3. Irish Water may share the personal data of the Accredited Contractor and the Site Coordinator with other members of the Ervia group and agents who act on behalf of Irish Water in connection with the activities referred to above. Such agents are only permitted to use the data as instructed by Irish Water. They are also required to keep the data safe and secure.
4. From time to time the Accredited Contractor and/or Site Coordinator may speak to employees of Irish Water (or agents acting on its behalf) by telephone. To ensure that Irish Water can provide a quality service, telephone conversations with the Accredited Contractor and/or Site Coordinator may be recorded. Irish Water will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of the Accredited Contractor's and/or Site Coordinator's conversations with Irish Water or any other purposes mentioned in this notice.
5. Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission. The provision of such personal data is not a contractual requirement, however, failure to provide sufficient information may affect the completeness of your application. If the Accredited Contractor and/or Site Coordinator wishes to avail of these rights or for further information please contact Irish Water in writing at FREEPOST, Irish Water, Data Protection officer, PO Box 6000, Talbot Street, Dublin 1 or via email to [dataprotection@ervia.ie](mailto:dataprotection@ervia.ie)
6. Irish Water endeavours to use appropriate technical and physical security measures to protect all personal data which is transmitted, stored or otherwise processed by Irish Water, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access. Irish Water's service providers are also selected carefully and required to use appropriate protective measures.
7. As effective as modern security practices are, no physical or electronic security system is entirely secure. The transmission of information via the internet is not completely secure. Although Irish Water will do its best to protect the data of the Accredited Contractor and Site Coordinator, Irish Water cannot guarantee the security of all data transmitted to Irish Water. Any transmission of data to Irish Water is at the risk of the Accredited Contractor and Site Coordinator. Once Irish Water receives the data, Irish Water will use appropriate security measures to seek to prevent unauthorised access. Irish Water will continue to revise policies and implement additional security features as new technologies become available.
8. In the event that there is an interception or unauthorised access to the personal data of the Accredited Contractor and/or Site Coordinator, Irish Water will not be liable or responsible for any resulting misuse of the personal information of the Accredited Contractor and/or Site Coordinator.
9. For further information on how Irish Water treats the personal data when providing Water Services, please see our Data Protection Notice on [www.water.ie](http://www.water.ie). Alternatively, please contact us at the details above for Irish Water's Data Protection Notice.
10. In connection with the above Irish Water may transfer the personal data of the Accredited Contractor and/or Site Coordinator outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "Third Country").

If and to the extent that Irish Water does so, Irish Water will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework (or any replacement framework). Further details of the measures that Irish Water has taken in this regard are available on request from Irish Water.

11. Irish Water reserves the right to change and/or update its Data Protection Notice at any time at Irish Water's sole discretion. If Irish Water makes changes, Irish Water will publish updated notices on [www.water.ie](http://www.water.ie).