

Licence consultation response template

Respondent details		GridLink Limited (contact Tony Hanlan at tony.hanlan@gridlinkinterconnector.com)			
Licence/Document name	Condition/Section number	Condition/Section name	Page/Paragraph Ref	Comments	Suggested alternative drafting (please use tracked changes wherever possible)
Schedule 1 – Proposed modifications to the electricity interconnector licence standard conditions	Delay to Regime Start Date caused by Pre-Operational Force Majeure	Condition 26A	3(b)	3(b) can be read to imply that the event or circumstance of Pre-Operational Force Majeure has ceased. This may not always be the case. In certain circumstances it may be useful for the licensee to establish an event of Pre-Operational Force Majeure is in existence and its existence has been agreed with the Authority. This can be shared with project lenders/sponsors and allow the continuation of the development and funding of the interconnector with the knowledge that the resulting delay can be determined once the licensee event or circumstance of Pre-Operation Force Majeure has ceased.	[3] (b) the length of any resulting delay that the licensee considers to have been caused as a consequence of that event or circumstance or the licensee’s best estimate of the date at which the event or circumstance will cease and the resulting delay;
			6	The proposed text does not provide clarity on how long the Authority will require to evaluate a licensee’s request and issue a notice. This creates uncertainty and an open ended timetable. Ofgem encourages “ <i>project developers to consider submitting any requests for an adjustment to the RSD due to Pre-Operational Force Majeure</i> ”	6. On receipt of the licensee’s written request and any subsequent additional information as the Authority may reasonably request, the Authority shall provide the licensee a direction within 28 (calendar) days. If, in the Authority’s opinion, the Regime Start Date:.....

				<p><i>alongside their FPA or their PCR submissions – if at all possible.” To facilitate the coordination of the FPA (or PCR) and the interdependency with setting Special Conditions, developers will need to know Ofgem’s assessment and decision timetable. There may be cases where the licensee prefers to know the outcome of the Authority’s decision before submitting its FPA (or PCR) as the decision may have a material impact on the project’s subsequent development. Licensees (and or their lenders) may wish to assess this impact outside of the FPA process. FPA submissions can be subsequently informed by the Authority’s decision rather than risk derailing the FPA process.</i></p>	
Schedule 1 – definition of Pre-Operational Force Majeure	Section 10	Pre-Operational Force Majeure	Page 3	<p>The definition of force majeure is silent on whether delays caused by National Regulatory Authorities are deemed to be Force Majeure. As a significant number of interconnector projects have been delayed by NRA’s we believe it would be proper to provide for this in the definition of Force Majeure.</p>	<p>“an event or circumstance which is beyond the reasonable control of the licensee, including act of God, act of the public enemy, strike, lockout and other industrial disturbance, delays caused by foreign national regulatory authorities ...”</p>
