

# Consultation

## **Statutory consultation on our proposal to modify the Electricity Interconnector Standard Licence Conditions**

## Consultation

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Contact: Shaista Afreen

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Team: Interconnector Delivery

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Telephone: 020 7901 7000

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Email: [Cap.Floor@ofgem.gov.uk](mailto:Cap.Floor@ofgem.gov.uk)

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# Background

The cap and floor regime is the regulated route for electricity interconnector development in Great Britain. This developer-led approach balances incentivising investment through a market-based approach, with appropriate risks and rewards for the project developers.

Ofgem created the cap and floor regime in order to encourage investment in electricity interconnectors. This means that, if developers meet certain requirements, they will receive a top-up from consumers if revenue falls below a predefined level (the floor). Consumers underwrite the risk that interconnector developers are unable to generate sufficient revenues to pay for their investment.

Alternatively, developers can obtain regulatory approval by requesting an exemption from certain aspects of the regulatory framework, including obligations around ownership unbundling and use of revenues. Under this route, developers do not benefit from any consumer underwriting as they would under our regulated regime.

The Electricity Act 1989 prohibits certain activities unless the person carrying on that activity is licensed or exempt from the requirement to hold a licence. There are a set of standard licence conditions for each licensable activity, such as the Electricity Interconnector Standard Licence Conditions. Licensees are obliged to comply with the licence conditions for their type of licence from the day the licence is granted.

As part of this consultation, we have published the proposed draft amendments to the Electricity Interconnector Standard Licence Conditions.

## Consultation

# 1. Introduction

## Purpose of this consultation

We are proposing changes to the Electricity Interconnector Standard Licence Condition by statutory consultation pursuant to section 11A(2) of the Electricity Act 1989. These cover the following areas:

### **1. Modification to the Standard Licence Condition 26A: Delay to Regime Start Date caused by Pre-operational Force Majeure**

This consultation seeks to amend the definition of Pre-Operational Force Majeure definition as defined in Standard Licence Condition 26A, impacting the following licensees:

- Nemo Link Limited,
- National Grid IFA 2 Limited,
- National Grid North Sea Link Limited,
- National Grid Viking Link Limited,
- FAB Link Limited,
- Greenlink Interconnector Limited,
- GridLink Interconnector Limited, and
- NeuConnect Britain Limited,

We propose to update:

Standard Licence Condition 26A: Delay to Regime Start Date caused by Pre-Operational Force Majeure

Pre-operational Force Majeure (current wording)

means

- (a) 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, war declared or undeclared, threat of war, terrorist act (or threat of), blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, governmental restraint, provided that lack of funds of the licensee or performance or non-performance by an electricity transmission licensee or equivalent entity shall not be interpreted as a cause beyond the reasonable control of the licensee and provided that weather and ground conditions which are reasonably to be expected at the location of

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<sup>1</sup> References to "the Authority", "Ofgem", "we", "us" and "our" are used interchangeably in this document.

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the event or circumstance are also excluded as not being beyond the reasonable control of the licensee; and

(b) where such event or circumstance has occurred or commenced between:

(i) the date of the Authority's Initial Project Assessment Decision with respect to the licensee's Interconnector; and

(ii) the successful completion of such procedures and tests in relation to the licensee's Interconnector that are in accordance with, at the time they are undertaken, Good Industry Practice for commissioning that type of interconnector in order to demonstrate that the licensee's Interconnector is available for the use of conveyance of electricity at the Rated Capacity

Pre-operational Force Majeure (proposed amendment)

means

(a) 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, war declared or undeclared, threat of war, terrorist act (or threat of), blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, governmental restraint, provided that lack of funds of the licensee ~~or performance or non-performance by an electricity transmission licensee or equivalent entity~~ shall not be interpreted as a cause beyond the reasonable control of the licensee and provided that weather and ground conditions which are reasonably to be expected at the location of the event or circumstance are also excluded as not being beyond the reasonable control of the licensee; and

(b) where such event or circumstance has occurred or commenced between:

(i) the date of the Authority's Initial Project Assessment Decision with respect to the licensee's Interconnector; and

(ii) the successful completion of such procedures and tests in relation to the licensee's Interconnector that are in accordance with, at the time they are undertaken, Good Industry Practice for commissioning that type of interconnector in order to demonstrate that the licensee's Interconnector is available for the use of conveyance of electricity at the Rated Capacity

## **2. Modification to the Standard Licence Condition 26B: Delay to Regime Start Date caused by Pre-Operational Force Majeure (Third Window)**

We are also consulting on amending the definition of Backstop date as defined in Standard Licence Condition 26B, impacting the following licensees:

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- MaresConnect Limited,
- Tarchon Energy Limited,
- TI LirIC Limited,
- National Grid Nautilus Limited, and
- National Grid Lion Link Limited.

We propose to update:

Standard Licence Condition 26B: Delay to Regime Start Date caused by Pre-Operational Force Majeure (Third Window)

Backstop Date (current wording)

means 31st December 2032, the date set by the Authority and by which the licensee's interconnector project must connect to the grid and must achieve its Regime Start Date.

Backstop Date (proposed amendment)

means 31st December 2035, the date set by the Authority and by which the licensee's interconnector project must connect to the grid and must achieve its Regime Start Date.

## Consultation Notices

Copies of the notices covering these modifications and Schedule 1B for each individual licensee, along with Schedule 1A have been published alongside this letter.

## Questions

1. Do you agree with our proposal to modify the definition of the Pre Operational Force Majeure as defined in Standard Licence Condition 26A?
2. Do you agree with our proposal to modify the definition of the Backstop Date as defined in Standard Licence Condition 26B?

## Consultation stages

The consultation will progress through three stages to get to a final decision.

**Stage 1** Consultation open: 23 April 2026

**Stage 2** Consultation closes (Deadline for responses): 20 May 2026

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**Stage 3** Responses reviewed and outcome decision: 19 June 2026

### **How to respond**

We welcome views on the Licence modifications proposed in this document. Please send your response to Cap.Floor @ofgem.gov.uk. Any representations must be made on or before 20 May 2026.

We have asked for your feedback in each of the questions throughout. Please respond to each one as fully as you can.

We will publish non-confidential responses on our website.

### **Your response, data, and confidentiality**

You can ask us to keep your response, or parts of your response, confidential. We will respect this, subject to obligations to disclose information. For example, under the Freedom of Information Act 2000, the Environmental Information Regulations 2004, statutory directions, court orders, government regulations, or where you give us explicit permission to disclose. If you do want us to keep your response confidential, please clearly mark this on your response and explain why.

If you wish us to keep part of your response confidential, please clearly mark those parts of your response that you do wish to be kept confidential and those that you do not wish to be kept confidential. Please put the confidential material in a separate appendix to your response. If necessary, we will contact you to discuss which parts of the information in your response should be kept confidential and which can be published. We might ask for reasons why.

If the information you give in your response contains personal data under the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in domestic law following the United Kingdom's withdrawal from the European Union ("UK GDPR"), the Gas and Electricity Markets Authority will be the data controller for the purposes of GDPR. Ofgem uses the information in responses in performing its statutory functions and in accordance with section 105 of the Utilities Act 2000. Please refer to our Privacy Notice on consultations, see Appendix 4.

If you wish to respond confidentially, we will keep your response confidential, but we will publish the number, but not the names, of confidential responses we receive. We will not link responses to respondents if we publish a summary of responses, and we will evaluate each response on its own merits without undermining your right to confidentiality.

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### Send us your feedback

We believe that consultation is at the heart of good policy development. We are keen to receive your comments about this consultation. We would also like to get your answers to these questions:

- Do you have any comments about the quality of this document?
- Do you have any comments about its tone and content?
- Was it easy to read and understand? Or could it have been better written?
- Are its conclusions balanced?
- Did it make reasoned recommendations?
- Do you have any further comments?

Please send your feedback to [stakeholders@ofgem.gov.uk](mailto:stakeholders@ofgem.gov.uk).

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# Appendix 1. Privacy policy

## Personal data

The following explains your rights and gives you the information you are entitled to under the General Data Protection Regulation (GDPR).

Note that this section only refers to your personal data (your name address and anything that could be used to identify you personally) not the content of your response to the consultation.

### 1. The identity of the controller and contact details of our Data Protection Officer

The Gas and Electricity Markets Authority is the controller, (for ease of reference, “Ofgem”). The Data Protection Officer can be contacted at [dpo@ofgem.gov.uk](mailto:dpo@ofgem.gov.uk)

### 2. Why we are collecting your personal data

Your personal data is being collected as an essential part of the consultation process, so that we can contact you regarding your response and for statistical purposes. We may also use it to contact you about related matters.

### 3. Our legal basis for processing your personal data

As a public authority, the GDPR makes provision for Ofgem to process personal data as necessary for the effective performance of a task carried out in the public interest. i.e. a consultation.

### 4. With whom we will be sharing your personal data

We will not be sharing your personal data.

### 5. For how long we will keep your personal data, or criteria used to determine the retention period.

Your personal data will be held for six months after the project, including subsequent projects or legal proceedings regarding a decision based on this consultation, is closed.

### 6. Your rights

The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right to:

- know how we use your personal data
- access your personal data
- have personal data corrected if it is inaccurate or incomplete
- ask us to delete personal data when we no longer need it
- ask us to restrict how we process your data
- get your data from us and re-use it across other services

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- object to certain ways we use your data
- be safeguarded against risks where decisions based on your data are taken entirely automatically
- tell us if we can share your information with 3<sup>rd</sup> parties
- tell us your preferred frequency, content and format of our communications with you
- to lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law. You can contact the ICO at <https://ico.org.uk/>, or telephone 0303 123 1113.

**7. Your personal data will not be sent overseas** (Note that this cannot be claimed if using Survey Monkey for the consultation as their servers are in the US. In that case use “the Data you provide directly will be stored by Survey Monkey on their servers in the United States. We have taken all necessary precautions to ensure that your rights in term of data protection will not be compromised by this”).

**8. Your personal data will not be used for any automated decision making.**

**9. Your personal data will be stored in a secure government IT system.** (If using a third party system such as Survey Monkey to gather the data, you will need to state clearly at which point the data will be moved from there to our internal systems.)

**10. More information** For more information on how Ofgem processes your data, click on the link to our “[ofgem privacy promise](#)”.