

Consultation

Phase 2 Tranche C Draft Determination

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We are consulting on our Draft Determination (DD) following our assessment of a re-opener application submitted by Liverpool Bay CCS on 23rd February 2026 under the Change in Scope (CiS) re-opener mechanism.

We particularly welcome responses from those with an interest in Carbon Capture and Storage (CCS). We also welcome responses from other stakeholders and the public.

This document outlines the scope and purpose of the consultation, our draft determinations in relation to the CiS application, the consultation questions, and explains how to respond. Once the consultation is closed, we will consider all responses. We want to be transparent in our consultations. We will publish the non-confidential responses we receive alongside a decision on next steps on our website at [Carbon capture and storage consultations | Ofgem](#). If you want your response – in whole or in part – to be considered confidential, please tell us in your response and explain why. Please clearly mark the parts of your response that you consider to be confidential and, if possible, put the confidential material in separate appendices to your response.

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1. Introduction

- 1.1 This consultation follows the [Licensee's Change in Scope \('CiS'\)](#) Submission to us on 23 February 2026, made pursuant to Special Condition J2 (Supervening Event Re-openers, Insured Risk Events and Relief Events) of the Licence. The CiS Submission is in response to the Department for Energy Security and Net Zero's ('**DESNZ**') Track-1 Expansion announcement [HyNet expansion: project negotiation list - GOV.UK](#) (the '**T1X Announcement**'). The T1X Announcement recategorised Viridor's Runcorn Carbon Capture Project ('**Viridor Project**') as a 'Standby' project and therefore removed the Viridor Project from DESNZ's current preferred configuration for the cluster. Accordingly, the Licensee made a CiS Submission to us on the basis that this classification constitutes a Change in Scope, as defined in Special Condition E1 of the Licence (specifically, limb (c) of that definition).
- 1.2 This consultation details our minded to position on the proposed modifications within the Licensee's CiS Submission, primarily regarding the costs associated with the ongoing Runcorn application for planning permission under the Town and Country Planning Act ('**TCPA**') and the Licensee's participation in the Cubico Frodsham Solar Project Development Consent Order (the '**Cubico DCO**') examination.
- 1.3 Unless otherwise stated, all costs referenced in this consultation are quoted in Base Year, as defined in the Financial Settlement Document ('**FSD**') as the period from 1 April 2021 to 31 March 2022 inclusive (2021/22).
- 1.4 The proposed Licence modifications arise from the need to ensure that the continued development of the Approved Transport and Storage ('**T&S**') Network proceeds efficiently, economically, and is able to respond to future changes in network configuration, such as a potential recategorisation of Viridor, consistent with our statutory duties.
- 1.5 Unless otherwise defined in this document, capitalised terms shall have the meaning given to them in the Licence.

Change in Scope under the licence

- 1.6 The Licence includes a range of mechanisms that allow the scope of an approved T&S project to be updated where circumstances change after Licence Award. In particular, the Licence provides for a CiS (as defined in Special Condition E1) which can arise in specified circumstances, including in the event of a proposed cancellation or decommissioning of part of or a change to the scope of the Approved T&S Network.

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- 1.7 Where a potential CiS arises, Part A Special Condition J2 (Supervening Event Re-openers, Insured Risk Events and Relief Events) sets out the process for notifying and assessing the CiS. The Licensee must submit a CiS Submission to us as soon as reasonably practicable after becoming aware of the potential CiS.
- 1.8 A CiS Submission must include, among other things:
- the relevant ground relied on (including the applicable limb of the CiS definition);
 - the reasons the Licensee considers the circumstances constitute grounds for a CiS; and
 - analysis of the likely impact on the Approved T&S Network.
- 1.9 A CiS Submission must also set out the Licensee’s proposals to implement the CiS and the anticipated effects of the change (which may include proposed changes to revenue/allowances, obligations, outputs/targets and key milestones dates, and any consequential document updates).
- 1.10 Following receipt of a CiS Submission (and any Supporting Information requested), we will determine under Special Condition J2.8 whether (i) grounds for a CiS have occurred (by reference to limbs (a) to (c) of the CiS definition), and (ii) implementation of the proposed CiS is approved. If approved, we will then determine under Special Condition J2.9 the impact (or expected impact) of the CiS on the Project and any associated adjustments (which may include new ex ante allowances). Those determinations, and any associated amendments required to update the Project Specific Documents, are implemented by way of a modification to the Licence in accordance with section 13 of the Energy Act 2023 (and Condition B27.7 of the Licence) and, therefore, require a statutory consultation period.

Summary of proposed modifications

- 1.11 The T1X Announcement recategorized the Viridor Project as a ‘Standby’ project. This removed the only user that required the Phase 2 Tranche C (**Runcorn Spurline**) infrastructure. As a result, the Runcorn spurline is currently no longer part of DESNZ’s configuration for the Approved T&S Network.
- 1.12 Following the T1X Announcement, the Licensee suspended the majority of Phase 2 Tranche C development activities. However, recognising that DESNZ may in future redesignate Viridor as a ‘Priority’ User (as “*DESNZ retains the right to move projects between the two classifications*” and “*Standby projects will provide contingency against Priority projects and could benefit if and when capacity becomes available*”) the Licensee continued to progress only those minimum

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activities required to continue progressing planning rights and protect the existing consenting position.

- 1.13 Accordingly, it is necessary to review and consider the Licence provisions that previously governed Phase 2 Tranche C activities to determine whether they remain appropriate in the revised configuration and to update the relevant documents to provide for the continuation of the minimum planning-related activities.
- 1.14 For the avoidance of doubt, this consultation does not represent an Ofgem position on the value for money of the Runcorn Spurline, or of Viridor as a user of the network. The intended effect is to ensure the Licence reflects the current situation and is able to respond to further changes in the network configuration.
- 1.15 The consequential amendments to the Licence and Project Specific Documents that we consider are required to implement the CiS are summarised as follows:
- 1.16 **APDP:** Removal of the Phase 2 Tranche C scope, milestones and diagrams, and introduction of a new category of Runcorn Spurline Development Activities. These activities allow the Licensee to maintain and progress (on a limited and timebound basis) essential planning activities and stakeholder engagement (including the Runcorn TCPA Application and participation in the Cubico DCO process).
- **TDD:** Removal of all Phase 2 Tranche C milestone dates (including for appointment of an Independent Certifier, reporting, handover and acceptance).
 - **FSD:** Removal of Phase 2 Tranche C related construction, commissioning and ongoing allowances, and the inclusion of the efficient and ongoing devex allowances associated with the new category of remaining Runcorn Spurline Development Activities.
 - **Schedule 10 (Project-Specific Conditions):** Removal of Phase 2 Tranche C specific planning and land rights mechanisms, including the Uncertain Costs Event Re-opener for Phase 2 Tranche C.

Our decision-making process

- 1.17 The section below sets out the stages through which we have progressed, and will progress, our assessment of the Licensee's CiS Submission relating to the proposed cancellation of Phase 2 Tranche C and the associated amendments to the Licence and Project Specific Documents.
- 1.18 Pursuant to Special Condition J2.3 of the Licence, the Licensee submitted a CiS Submission on 23 February 2026 in respect of the Phase 2 Tranche C activities.

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1.19 On receipt of the CiS Submission, we considered the materials provided by the Licensee in accordance with Special Condition J2, including:

- the grounds for the CiS;
- the Licensee's assessment of the impact on the Approved T&S Network;
- the Licensee's proposals for implementing the CiS; and
- the proposed modifications to the APDP, TDD, FSD and Schedule 10.

1.20 Having considered the CiS Submission, we are minded to determine under Special Condition J2.8(a) that:

- grounds for a CiS under limb (c) have occurred; and
- implementation of the CiS is approved.

1.21 In accordance with Special Condition J2.9 of the Licence, we have formed a minded to view on the impact of the Change in Scope on the Project and whether any adjustments are required, including whether consequential amendments to the Project Specific Documents are necessary to give full effect to the proposed Change in Scope. Pursuant to section 13(2) of the Energy Act 2023, we are now consulting on the proposed Licence and Project Specific Document modifications required to implement the CiS.

1.22 Following the close of the consultation, we will review and consider all responses received. We will then publish our final decision and (if applicable) the associated Licence and Project Specific Document modifications.

Consultation stages

Stage 1 Consultation open: 15 May 2026

Stage 2 Consultation closes (awaiting decision). Deadline for responses: 15 June 2026

Stage 3 Consultation outcome (decision or policy statement): July 2026

How to respond

We want to hear from anyone interested in this consultation. Please send your response to the person or team named on the front page of this document.

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.

How to track the progress of a consultation

1. Find the web page for the call for input you would like to receive updates on.
2. Click 'Get emails about this page', enter your email address and click 'Submit'.
3. You will receive an email to notify you when it has changed status.

A consultation has three stages: 'Open', 'Closed (awaiting decision)', and 'Closed (with decision)'.

2. Proposed implementation of change in scope

Questions

- Q1. Do you agree with our determination that grounds for a Change in Scope under limb (c) of Special Condition E1 have occurred and that therefore Phase 2 Tranche C should be removed from the Approved T&S Network?
- Q2. Do you agree with our proposed modifications to the APDP, TDD, FSD and Schedule 10 of the Licence to implement the Change in Scope, as shown in redline drafting across all Appendices?
- Q3. Do you agree with the proposal to provide an allowance for the new category of Runcorn Spurline Development Activities to ensure continued progression of the Runcorn TCPA Application and related DCO engagement process?
- Q4. Do you agree with the proposal to formalise the consequential Licence and Project Specific Document modifications?
- Q5. Do you have any other representations regarding the proposed Licence and Project Specific Document modifications and directions set out in this consultation?

2.1 As summarised above, Special Condition E1 (together with the associated Licence conditions as primarily set out at Special Condition J2 permits us to approve a Change in Scope where a part of the Approved T&S Network ceases to be justified or aligned with its configuration.

2.2 Given the reclassification of Viridor as a standby user, continuation of the Phase 2 Tranche C development activities is no longer considered justified under the Licence. It is therefore considered appropriate to remove Phase 2 Tranche C from the Approved T&S Network.

2.3 Removing Phase 2 Tranche C has the following consequences:

- the Licensee is under no obligation to construct the Runcorn Spurline;
- the Approved T&S Network is updated to reflect:
 - revised connectivity at Ince AGI and Protos AGI;
 - updated pipeline capacity assumptions; and
 - adjusted obligations for land rights, planning and consenting.
- project phasing, milestone reporting and independent certification obligations are simplified; and

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- no expenditure relating to Phase 2 Tranche C shall be recoverable under the Licence other than the costs expressly approved through the Change in Scope.
- 2.4 In particular, the Licence contains a distinct Uncertain Costs Event Re-opener mechanism under Special Condition J6, which is designed to address defined cost uncertainties that crystallise after allowances have been set. Where such an event occurs, the Licensee may (and, for certain events in Schedule 10, must) submit an application for an Uncertain Cost Event Re-opener.
- 2.5 For Phase 2 Tranche C, Schedule 10 sets out a specific set of Uncertain Costs Events relating to:
- the combined planning and land rights circumstances set out in paragraph 3.5(d)(i)(A)-(B);
 - a Runcorn Planning Refusal; and
 - a Land Rights Failure for the Phase 2 Tranche C Systems.
- 2.6 Following Viridor’s recategorization and the suspension of substantive Phase 2 Tranche C activity, the Phase 2 Tranche C Uncertain Costs Event mechanism no longer reflects the Approved T&S Network Configuration. In particular, its continued operation would not align with:
- Our duties to protect the interests of transport and storage network users;
 - the need to promote efficient and economic network development; and
 - the efficient use of devex allowances and regulatory certainty.
- 2.7 Accordingly, as part of implementing the CiS, we propose to remove the Phase 2 Tranche C Uncertain Costs Event in Schedule 10 and to update Schedule 10 and the Project Specific Documents so that the Licence accurately reflects the revised configuration and remains capable of responding effectively should Viridor later be reprioritised.

Allowance

- 2.8 At licence award, the Ongoing Devex allowance for Phase 2 Tranche C was £6.1m.
- 2.9 The Licensee has reported a spend of £1.1m between licence award and December 2025 in relation to the Phase 2 Tranche C Runcorn development activities.
- 2.10 The Licensee has requested an additional allowance of 0.8m (Base Year) for the modified Phase 2 Tranche C activities (i.e. the proposed new category of Runcorn Spurline Development Activities) as a result of the T1X announcement.

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- supporting the Runcorn TCPA Application through to Q4 2026;
- engagement with the Cubico DCO process through to Q4 2026;
- engagement with Viridor (Runcorn) through to the end of Q4 2026; and
- responding to DESNZ queries relating to the Runcorn Spurline and Standby project position through to the end of Q4 2026.

constitute expenditure that is both economic and efficient to effectively preserve the work completed to date and maintain flexibility for future connections.

2.15 Moreover, because determination timelines under the Town and Country Planning Act 1990 are influenced by external factors, notably the interdependency between the Licensee's route and the Cubico DCO process, which statutorily proceeds on a longer timetable, the Licensee is obliged to maintain a level of engagement commensurate with protecting the Runcorn TCPA Application from procedural failure or default refusal. The forecast costs to support the Runcorn TCPA Application, Cubico DCO process and other associated costs are therefore linked to process requirements as an 'Interested Party'.

2.16 We have considered whether the costs in question could reasonably be avoided, mitigated or deferred. On the basis of the evidence provided, stakeholder engagement, and the dependencies between the Runcorn Spurline and Cubico DCO, we believe that cessation or non-participation could possibly increase rather than reduce total long-term costs in the event that the Runcorn Spurline was re-prioritised.

2.17 In particular, withdrawal from the planning or Cubico DCO process at this stage could risk:

- loss of planning momentum;

2.18 increased future devex;

- unnecessary duplication of procedures triggering re-application costs in future regulatory cycles; and/or
- exposing the Licensee to adverse DCO determinations that could prejudice the Approved T&S Network.

Manpower rates

2.19 It is worth noting that as part of our review the Licensee provided a breakdown of the manpower rate assumptions used to develop the personnel costs in their estimate for the remaining development activities. These rates were based on the Licensee's international operating model, and thus inclusive of various expatriate

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fees. We challenged the Licensee on if this was an appropriate resourcing model given the additional cost associated with expatriate fees.

2.20 However, through engagement with the Licensee, we acknowledge that this resourcing model allows the Licensee to rapidly source and deploy qualified personnel for key roles during network development and thus have accepted their inclusion in this determination.

2.21 However, longer term we expect this resourcing model to evolve with the development of the project and Licensee.

Adjustments

Contingency

2.22 The Licensee's costs for the proposed new Runcorn Development Activities from December 2025 onwards, includes a uniform contingency allowance of 30% across all remaining workstreams. Such a blanket application, absent differentiation by cost driver, delivery phase, or risk classification, is considered inconsistent with established principles of efficient cost assessment or risk-based provisioning.

2.23 Following a detailed review of the underlying cost structure, risk register maturity, and the current stage of project development, we consider that the residual uncertainty profile no longer justifies a contingency at the level proposed. In particular, as the project progresses through defined implementation milestones, the resolution of key technical, commercial, and delivery risks should result in a commensurate reduction in forecasts. The persistence of a flat 30% contingency from Licence award therefore indicates an overestimation of risk and an inefficient allocation of capital.

2.24 In alignment with [HM Treasury Green Book](#) principles and international project finance standards, contingency allowances should be dynamically calibrated, disaggregated by risk category, and proportionate to the level of evidential certainty. At this stage, standard project finance and infrastructure delivery principles indicate that forecast uncertainty, and therefore contingency, should decline. The persistence of a 30% contingency is therefore inconsistent with the expected risk profile. A uniform uplift applied indiscriminately across all cost components fails to meet this standard and risks embedding inefficiency into the regulated asset base.

2.25 Having reviewed the proposed scope of work over the remaining period and considering the risk associated with the remaining issues, we are minded to align the contingency allowance with precedents established in other Ofgem regimes.

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Specifically we are recommending to cap contingency at 10% in alignment with the precedent established in the [RIIO-3 Gas Transmission Final Determination](#).

2.26 Thus our Draft Determination is to approve an Ongoing Devex Allowance of £1.8m (Base Year) for the new proposed Runcorn Spurline Development Activities.

2.27 This allowance is £115,824 (Base Year) less than the Licensee requested in its Change in Scope Submission.

Direction on the treatment of outputs of the Runcorn Spurline Development Activities

2.28 As part of the proposed implementation of the CiS under limb (c) of the definition of CiS, we have considered whether it is appropriate to give a direction under Special Condition J2.12 of the Licence in relation to the treatment of data, design rights, intellectual property rights, authorisations, approvals, consents and other assets arising from or created as a result of the relevant Development Activities funded by Ongoing Devex.

2.29 We consider that, if the proposed CiS is implemented, it would be appropriate for the Licensee to retain and protect, to the extent reasonably practicable, the benefit of the work undertaken to date in connection with those Development Activities. This is to ensure that relevant materials, rights and assets are preserved so far as reasonably possible, to avoid unnecessary duplication of development work and cost, and to maintain flexibility should there be any future change in network configuration or user status.

2.30 We also recognise that the Licensee's ability to deal with such materials, rights and assets may be subject to legal, contractual or other practical restrictions. In making any direction under Special Condition J2.12, we would take account of any reasonable restrictions on the Licensee's ability to deal with the relevant data, design rights, intellectual property rights, authorisations, approvals, consents and other assets.

2.31 We therefore propose to include the following Direction under Special Condition J2.12 as part of this Draft Determination.

Special condition J2.12 Direction

2.32 The Licensee shall retain, preserve, maintain and not knowingly do or omit to do anything that would materially prejudice the continuing availability, validity, enforceability or utility of, any data, design work, design rights, intellectual property rights, authorisations, approvals, consents, applications, documents, reports, surveys, stakeholder materials and other assets arising from, prepared

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for, or created as a result of, those Development Activities funded by Ongoing Devex, to the extent reasonably within the Licensee's control.

2.33 Without prejudice to the generality of the foregoing, the Licensee shall:

2.34 **Preserve and maintain** all such materials and rights in an orderly and accessible form, including all information, submissions and supporting materials relations to the Runcorn TCPA application and the Licensee's participation in the Cubico DCO process;

2.35 **Take such steps as are reasonably necessary** to maintain in good standing, for so long as relevant to the Runcorn Spurline Development Activities, approved pursuant to the Change in Scope, any extant applications, approvals, consents, stakeholder positions and associated project materials, in each case to the extent that doing so is economic, efficient and consistent with the modified Licence and Project Specific Documents;

- **Not surrender, terminate, abandon, transfer, dispose of, waive, lapse or materially amend** any such data, rights, authorisations, approvals, consents or other assets, except:
 - with our prior written consent; or
 - where the Licensee is required to do so by law, by a competent authority, or by the terms on which the relevant right, approval, consent or asset is held;
- **keep adequate records** of the status of, and any material restrictions affecting, such data, rights, approvals, consents and other assets, including any third-party ownership rights, licence restrictions, confidentiality obligations or other limitations on use, transfer, disclosure or reliance; and
- **provide to us, on request**, such information and copies of documents as we may reasonably require in connection with the exercise of its functions under the Licence in relation to those materials, rights and assets.

2.36 For the avoidance of doubt, nothing in this direction requires the Licensee to take any step which would:

- place it in breach of any applicable law, authorisation, consent, confidentiality obligation or legally binding restriction;
- require it to deal with any asset in a manner inconsistent with the rights of any third party; or
- require expenditure in developing the Runcorn Spurline beyond that which is provided for, or reasonably incidental to, the Runcorn Spurline Development

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Activities and the modified allowances approved by us pursuant to the Change in Scope.

2.37 In making this direction, we have taken into account the need to preserve the benefit of work funded to date, to avoid unnecessary duplication of future development activity and cost, and to maintain flexibility in the event that the Runcorn Spurline or the relevant User is subsequently re-prioritised.

Proposed modifications to the Licence

Approved Project Development Plan

2.38 The Licence defines the Phase 2 Tranche C scope in section 3.2(h) of the APDP and includes:

- onshore 20” pipeline from Runcorn AGI to Ince AGI (design flow: 3.00 MTPA/95.13 kg/s);
- fibre optic cable (FOC) along the route;
- construction of Runcorn AGI and ancillary support systems; and
- upgrades to Ince AGI.

2.39 With (as stated in the TDD):

- a Scheduled Phase 2 Tranche C Handover Date of June 2029 (or such later date as the Authority may direct); and
- a Scheduled Phase 2 Tranche C Acceptance Date as determined by the Authority under paragraph 3.5 of Schedule 10 of the Licence (or such later date as the Authority may direct).

2.40 To implement the CiS, we propose:

- Removing all references to Phase 2 Tranche C from the APDP.
- Updating network diagrams, definitions, programme phasing, and scope tables accordingly.
- Reflecting that Phase 2 now contains four tranches (i.e. Tranche A, Tranche B, Tranche D and Tranche E), not five.
- Removing all milestone tables, scope descriptions and figures containing Phase 2 Tranche C infrastructure.
- Updating network entry points to remove Runcorn Spurline, e.g. Ince AGI is revised to reflect entry from Encyclis (i.e. as shown in the Environmental Statement AGI Location Plan) instead of the Runcorn Spurline.

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- The Planned Initial Users table is amended to remove Viridor.
- Introducing a new category of Runcorn Spurline Development Activities, being limited and timebound activities to maintain and progress the planning and stakeholder engagement for the Runcorn Spurline, namely (i) supporting the Runcorn TCPA Application through to Q4 2026, (ii) engagement with the Cubico DCO process through to Q4 2026, (iii) proportionate engagement with Viridor (Runcorn) through to end of Q4 2026, and (iv) responses to DESNZ enquiries through to end of Q4 2026.

2.41 Full details of the proposed amendments to the APDP are detailed in Appendix 1 published separately alongside this document.

Proposed modification to Technical Details Document

2.42 To implement the CiS, we propose:

- Removing Phase 2 Tranche C milestone tables, reporting requirements, and scheduled handover/acceptance dates.
- Removing all Phase 2 Tranche C related system definitions.

2.43 Full details of the proposed amendments to the TDD are detailed in Appendix 2 published separately alongside this document.

Proposed modification to Financial Settlement Document

2.44 We propose to approve the following allowances for Phase 2 Tranche C as a result of the CiS:

- An amended Ongoing Devex allowance for the proposed new category of Runcorn Spurline Development Activities of £1.8m (Base Year).
- A SRAV Capex and Opex construction period allowance of £0m (Base Year).
- A SRAV Capex and Opex commissioning period allowance of £0 (Base Year).
- An Ongoing Capex allowance of £0 (Base Year).
- Removal of Ongoing Devex Phase 2 Tranche C definition and allowance.

2.45 Full details of the proposed amendments to the FSD are detailed in Appendix 3 published separately alongside this document.

Proposed modification to Schedule 10 of the Licence

2.46 To implement the CiS, we propose to amend Schedule 10 of the Licence as follows:

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- Removing definitions and provisions specific to Phase 2 Tranche C (save where retention is required due to the new category of Runcorn Spurline Development Activities, as proposed in the APDP).
- Removing planning and land rights related mechanisms tied to Runcorn Spurline.
- Removing Phase 2 Tranche C from Handover Works and Commissioning Activities sections related to Phase 2.
- Aligning Uncertain Cost Event, planning, land rights failure, and programme governance elements with the revised APDP and TDD.

2.47 Full details of the proposed amendments to Schedule 10 are detailed in Appendix 4 published separately alongside this document.

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.

Appendices Index

Appendix 1. Updated Approved Project Development Plan (*Published separately*)

Appendix 2. Updated Technical Details Document (*Published separately*)

Appendix 3. Updated Financial Settlement Document (*Published Separately*)

Appendix 4. Updated Licence (amendment to Schedule 10 (project specific documents) only) (*Published separately*)

Appendix 5. 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) (Regulation (EU) 2016/679) as retained in domestic law following the United Kingdom's withdrawal from the European Union (UK 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

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 share your personal data with any other person or organisation.

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 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

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- get your data from us and re-use it across other services
- 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 3rd 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

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.

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