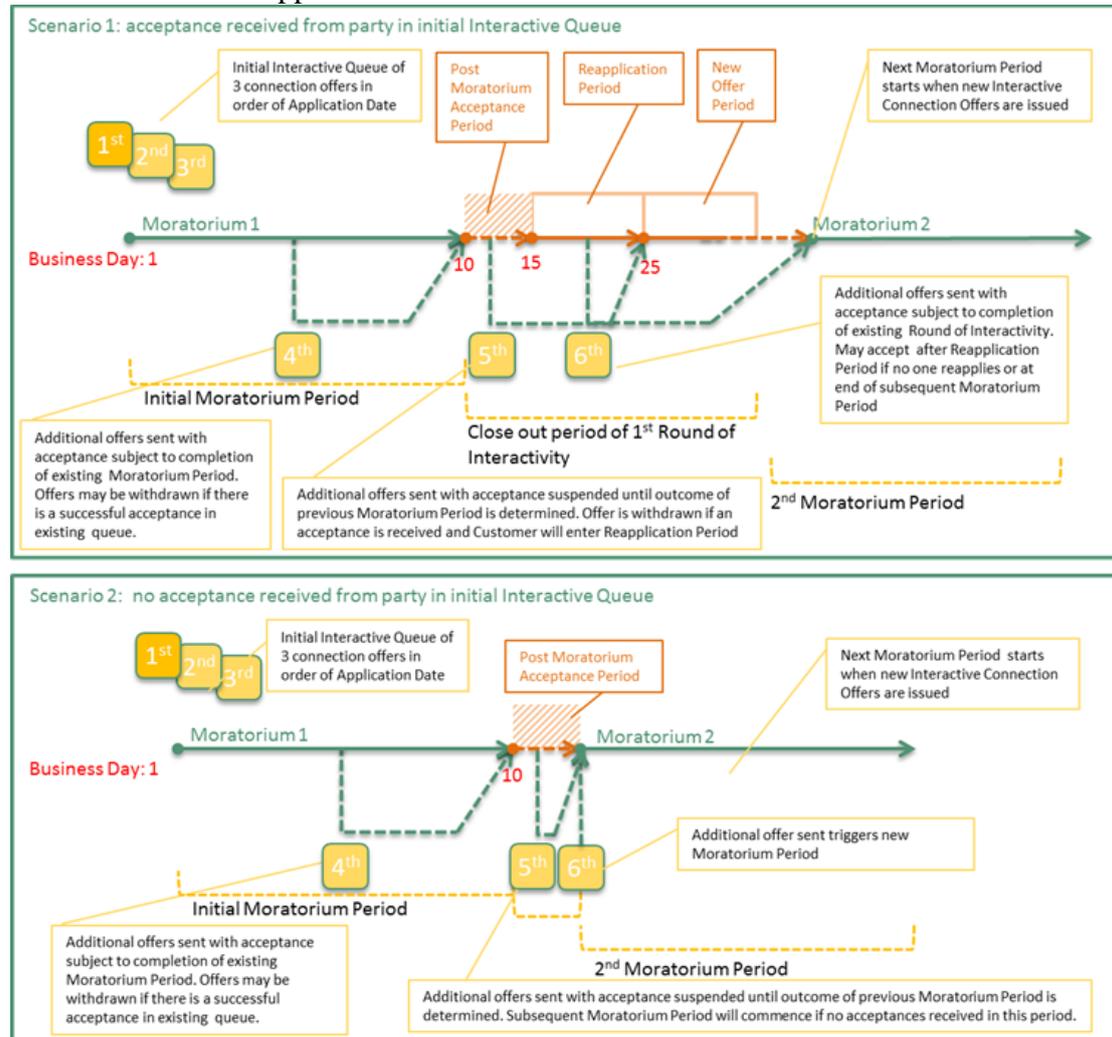


# New Interactivity Process

The process described below is intended to supplement and refine the existing WPD Interactive Connection Applications process, set out in our charging methodologies. Its aim is to improve the process, provide detail on dealing with complex queues and remove the need to extend the acceptance moratorium period where subsequent offers are made to further applicants.



The process is set out as an amendment to the wording in the charging methodologies:

## Interactive Connection Applications

### The Basic Process

1. There are occasions where we receive two or more applications for connection which make use of the same part of the Distribution System. These may become "Interactive Connection Applications", resulting in additional costs. We follow a strict process to ensure fairness and this process is detailed below.
2. The process for managing two or more "Interactive Connection Applications" will be as described below. The following definitions are used in this Section.

<b>Affected Parties</b>	all Customers whose Connection Offer(s)/ POC Offer(s) have been identified by us as being interactive.
<b>Alternative Connection Offer</b>	A non-conventional 'smart' Connection Offer involving one or more constraints to avoid the need for network reinforcement.
<b>Application Date</b>	the date upon which we receive <b>all</b> the information (see [2.7] [of the connection charging methodology].) we require in respect of an application.
<b>Business Day</b>	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971 and will be from 9:00am to 5:00pm (GMT or BST as applicable).
<b>Committed Network</b>	means assets that are not yet installed and commissioned on our Distribution System, but which are planned to be so as a result of other Connection Offer(s)/ POC Offer(s) which have been made by us and accepted by other applicant(s).
<b>Confirmation of Non-Interactivity</b>	a notice issued by us informing a Customer that their Connection Offer is not interactive.
<b>Connection Offer</b>	is as described in [1.13] [of the connection charging methodology].
<b>Customer</b>	as defined in Section 8 Glossary of Terms.
<b>Distribution System</b>	as defined in Section 8 Glossary of Terms.
<b>Existing Network</b>	means our currently installed and commissioned Distribution System.
<b>Interactive Connection Applications</b>	arise where we receive two or more applications for connection which make use of the same part of the Existing Network or Committed Network or otherwise have a material operational effect on that network such that there is or would be a material impact on the terms and conditions of any Connection Offer/ POC Offer / Alternative Connection Offers made in respect of such connections.
<b>Interactive Connection Offers</b>	are Connection Offers/ POC Offers / Alternative Connection Offers made in respect of Interactive Connection Applications.
<b>Interactive Queue</b>	the queue of Affected Parties in receipt of Interactive Connection Offers as defined by us.
<b>Legacy Date</b>	The original Application Date of an Unsuccessful Applicant that may be retained and carried forward by the Unsuccessful Applicant if they reapply for a new Connection Offer on the same or amended terms during the Reapplication Period, that will be used to determine their relative position in any subsequent Interactive Queue(s) in which they become an Affected Party.
<b>Minimum Scheme</b>	as defined in Section 8 Glossary of Terms.
<b>Moratorium Period</b>	a period of 10 Business Days.
<b>New Offer Period</b>	The period after the Reapplication Period where we will assess the Existing Network and Committed Network and issue new Connection Offers to any Unsuccessful Applicants who re-applied during the Reapplication Period.
<b>Notice of Interactivity</b>	a notice issued by us in accordance with paragraph [4].
<b>Notice Of Existing Interactivity</b>	a notice issued by us in accordance with paragraph [6]
<b>Notice Of Outstanding Interactivity</b>	a notice issued by us in accordance with paragraph [15]

<b>Notice of Potential Interactivity</b>	a notice issued by us in accordance with paragraph [17]
<b>POC Offer</b>	is as described in 1.14. [of the connection charging methodology].
<b>Post Moratorium Acceptance Period</b>	a period of 5 Business Days following the end of the Moratorium Period.
<b>Reapplication Period</b>	A period of 10 Business Days following valid acceptance of an Interactive Connection Offer during which any Unsuccessful Applicant can reapply for a new Connection Offer on the same or amended terms as their withdrawn Interactive Connection Offer and can retain their Legacy Date as the basis for determining their relative position in any subsequent Interactive Queue(s) in which they become an Affected Party.
<b>Round of Interactivity</b>	a Moratorium Period and the corresponding Post Moratorium Acceptance Period, Reapplication Period and, where one or more Unsuccessful Applicants have reapplied for a new Connection Offer during the Reapplication Period, the New Offer Period.
<b>Successful Applicant(s)</b>	the Affected Party or Affected Parties who have accepted their Interactive Connection Offer(s) in accordance with paragraphs [8] and [9].
<b>Unsuccessful Applicant(s)</b>	The Affected Party or Affected Parties in an Interactive Queue who are not Successful Applicants.

3. We will identify where the making of a new Connection Offer/ POC Offer / Alternative Connection Offer would (if accepted) affect the terms of other unaccepted Connection Offer(s)/ POC Offer(s) / Alternative Connection Offer(s). We will notify all Affected Parties at the same time that their Connection Offer/ POC Offer / Alternative Connection Offer is or has become interactive.
4. **Notice of Interactivity.** At the time of making any Connection Offer/ POC Offer / Alternative Connection Offer that triggers a new Round of Interactivity, all Affected Parties will receive a "Notice of Interactivity". The Notice of Interactivity shall:
  - a) inform the Affected Party in writing:
    - that there is another Connection Offer/ POC Offer / Alternative Connection Offer outstanding, the acceptance of which might affect the terms of any Connection Offer/ POC Offer/ Alternative Connection Offer made to it;
    - that its Connection Offer/ POC Offer / Alternative Connection Offer is or has become interactive;
    - its respective position in the Interactive Queue, determined by its Application Date or Legacy Date; and
    - the process for accepting Interactive Connection Offers.
  - b) make the Interactive Connection Offer conditional upon other Affected Parties with priority in the relevant Interactive Queue not accepting their Interactive Connection Offers; and
  - c) suspend an Affected Party's right to accept its Interactive Connection Offer until 9:00am on the next Business Day following the end of the Moratorium Period. A Connection Offer is normally open for acceptance for ninety days after which it will (if not accepted) automatically expire. Where a Connection Offer that has become interactive is due to automatically expire before the end of the Moratorium Period, we

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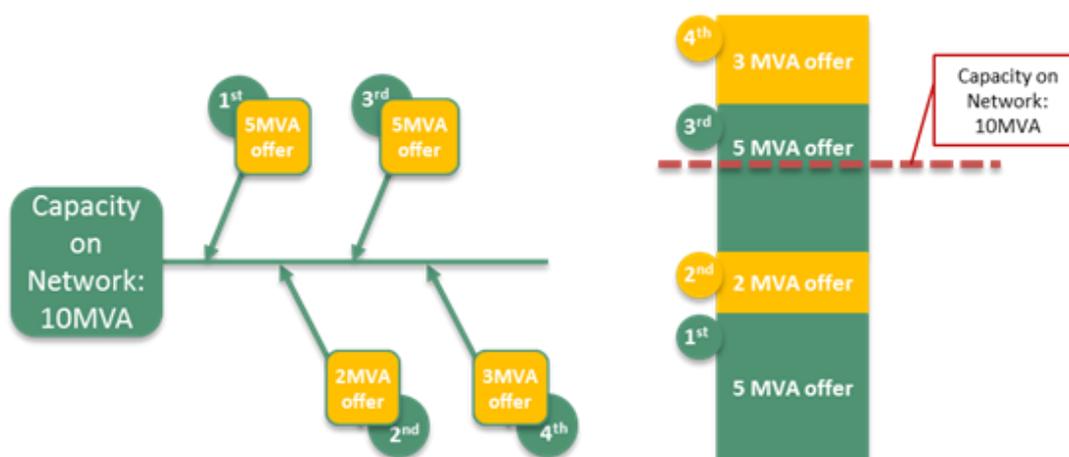
will extend the period for acceptance for that Connection Offer until the end of the Post Moratorium Acceptance Period.

5. **The Interactive Queue.** The Interactive Queue shall be comprised of the Affected Parties, and an Affected Party's position in the Interactive Queue will be determined by its Application Date or Legacy Date. The Affected Party with the earliest Application Date or Legacy Date will be first, the Affected Party with the next earliest Application Date or Legacy Date will be second, and so on. If two or more Affected Parties have the same Application Date or Legacy Date, they will be given the same (joint) position in the Interactive Queue.
6. **Notice of Existing Interactivity.** Where a new Interactive Connection Offer is issued by us during a Moratorium Period a new Round of Interactivity will not be triggered. Any new Affected Party will join the existing Interactive Queue, and its position in the Interactive Queue will be determined on the basis of its Application Date or Legacy Date (in accordance with the process in paragraph [5].) Any new Interactive Connection Offer made during an existing Moratorium Period will include a Notice of Existing Interactivity. The Notice of Existing Interactivity shall contain the same information as the applicable Notice of Interactivity sent to the existing Affected Parties in the Interactive Queue, but shall specify the time remaining in the existing Moratorium Period, and shall state that a new Affected Party's right to accept its Interactive Connection Offer will be suspended until the end of the existing Moratorium Period.
7. **Acceptance of an Interactive Connection Offer.** The Affected Parties will only be able to accept their Interactive Connection Offers at the end of the Moratorium Period. Any acceptance of an Interactive Connection Offer received by us prior to the end of the Moratorium Period will be deemed to have been received at 9:00am on the first Business Day following the end of Moratorium Period. Following the end of the Moratorium Period, any Interactive Connection Offer acceptance received after 5:00pm will be deemed to have been received at 9:00am on the following Business Day.

If acceptance of an Interactive Connection Offer is not received during the Post Moratorium Acceptance Period, each Interactive Connection Offer in the Interactive Queue will remain open for acceptance until either:

- I. it automatically expires;
  - II. a new Affected Party joins the Interactive Queue and a new Round of Interactivity is triggered; or
  - III. an Affected Party accepts their Interactive Connection Offer, all other Interactive Connection Offers in the Interactive Queue are withdrawn, and a Reapplication Period is triggered in accordance with the process in paragraph [10].
8. **The Successful Applicant.** The first acceptance received by us following the end of the Moratorium Period shall be valid acceptance and the Affected Party shall be the "Successful Applicant" for that Interactive Queue. If more than one acceptance is received by us on any given day, the Affected Party with priority in the Interactive Queue (in accordance with the process in paragraph [5]) shall be the "Successful Applicant". If two or more Affected Parties have the same Application Date or Legacy Date, and therefore hold the same position in the Interactive Queue, the earliest of such acceptances received by us shall be valid acceptance.
  9. **Multiple Successful Applicants.** The number of Successful Applicants in any given Interactive Queue will depend on the constraint on the network and the capacity

available. Where the constraint on the network allows for valid acceptance of more than one Interactive Connection Offer there may be multiple "Successful Applicants" in that Interactive Queue. After the first Successful Applicant has been determined in accordance with the method in paragraph [8], we will continue to process Interactive Connection Offer acceptances in the order they are received (or when two or more acceptances are received on the same day, on the basis of priority in the Interactive Queue). If any subsequent acceptance can be processed by us without affecting the terms of the existing Successful Applicant's Interactive Connection Offer, it shall be valid acceptance and the relevant Affected Party shall be a "Successful Applicant." For the avoidance of doubt, an Interactive Connection Offer cannot be accepted if the acceptance would displace another Interactive Connection Offer with priority in the Interactive Queue.



In the diagram above, if all the acceptances came in on the same day, the 3MVA offer in 4th place could be accommodated onto the 10MVA network capacity with the 1st and 2nd place offers, but the 4th place offer could not be accepted because acceptance would displace the 5MVA offer in 3rd place (which cannot be accommodated onto the network with the 1st and 2nd place offers). Therefore, only the 1st and 2nd place offers will be accepted, and the Affected Parties in 3rd and 4th place will be Unsuccessful Applicants.

**10. The Reapplication Period.** Following acceptance of any Interactive Acceptance Offer we will provide written notice to:

- (a) the Successful Applicant that its Interactive Connection Offer has been validly accepted; and
- (b) any Unsuccessful Applicant that its Interactive Connection Offer has been withdrawn, and that during the Reapplication Period it may:
  - I. re-apply on the same or amended terms for a new Connection Offer; and
  - II. retain its original Application Date as a Legacy Date for the purposes of determining its position in a subsequent Interactive Queue.

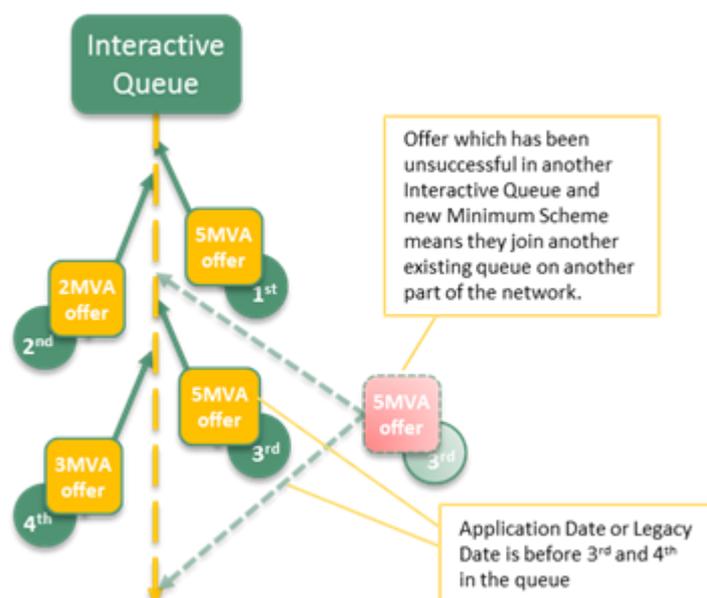
**11. The New Offer Period.** Following the Reapplication Period we shall as soon as practicable during the New Offer Period issue new Connection Offers to any Unsuccessful Applicants who have re-applied on the same or amended terms. If any of these new Connection Offers are or become interactive, a new Round of Interactivity will commence, we will issue a Notice of Interactivity (in accordance with

paragraph [4]) and the position of the Unsuccessful Applicant(s) in any new Interactive Queue will be determined by their Legacy Date.

## Complex Interactive Queues

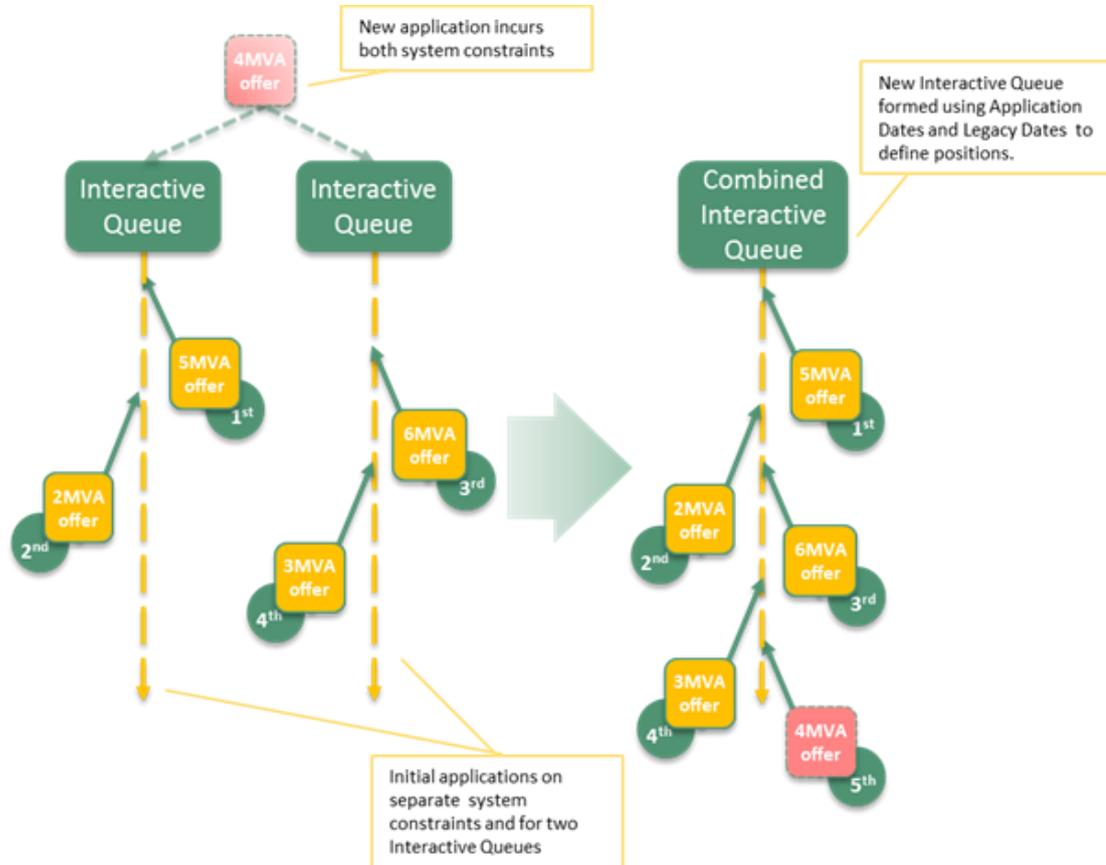
The basic process we follow where applications for connections become interactive is set out in paragraphs [1 to 11]. However, there are a variety of 'real-world' scenarios that due to the volume of applicants or timing of applications result in complex Interactive Queues. In such situations, we will apply the basic process above, subject to making appropriate modifications specific to the situation. We set out below some examples and our approach to applying the basic process to them.

12. **Joining another Interactive Queue due to a new Minimum Scheme.** Where the new Minimum Scheme for an Unsuccessful Applicant's re-application results in a Connection Offer which becomes interactive with Connection Offers on another part of the Distribution System, a new Round of Interactivity will be triggered, a new Interactive Queue will be formed and the Affected Parties will receive a Notice of Interactivity. Where that part of the Distribution System already has an Interactive Queue in place, a new Round of Interactivity will not be triggered. The Unsuccessful Applicant will join the existing Interactive Queue in accordance with the process in paragraph [6] and its relative position in the Interactive Queue will be determined on the basis of its Legacy Date.

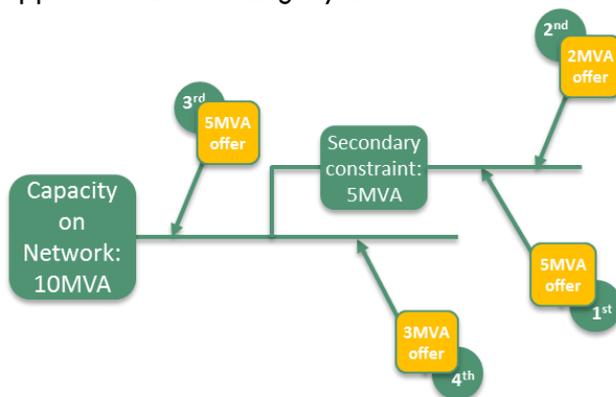


13. **Joining together of Queues.** Where a Connection Offer triggers interactivity on a part of the Distribution System which incorporates two or more parts which are already subject to separate Interactive Queues:
- I. the separate Interactive Queues will be joined to make a new combined Interactive Queue;
  - II. each Affected Parties' relative position in the new combined Interactive Queue will be based on their Application Date or Legacy Date;
  - III. a new Round of Interactivity will not be triggered when the new combined Interactive Queue is formed;
  - IV. the amount of time remaining in the Moratorium Period for the new combined Interactive Queue will be equal to the amount of time remaining in the separate Interactive Queue with the most amount of time remaining; and

- V. The Customer shall receive a Notice of Existing Interactivity (in accordance with the process in paragraph [6]) specifying the time remaining in the Moratorium Period and stating that the Customer's right to accept its interactive Connection Offer will be suspended until the end of the existing Moratorium Period.



14. **Interactive Sub-Queues.** Where an Interactive Queue involves more than one constraint on the Distribution System as per the example below, the order of the Interactive Queue shall be maintained at the highest level of constraint using the Application Date or Legacy Date of each of the Affected Parties.



In the diagram above there is a secondary constraint on the network such that 1st and 2nd place in the Interactive Queue cannot be accommodated on the network together. If all the Interactive Connection Offer acceptances in this example were received on the same day, only the 1st place Affected Party would be the "Successful Applicant", because acceptance of the 3rd place Affected Party (which could be accommodated on the network) would displace the 2nd place party. If the Unsuccessful Applicants wished to continue with their applications, they could reapply in accordance with the process in paragraph [10] and a second Round of Interactivity would be triggered. In

the example above, the 2nd place Affected Party would require additional reinforcement to remove the secondary constraint, whilst the 3rd and 4th place Affected Parties would be likely to receive new Interactive Connection Offers on similar terms to their withdrawn offers.

**15. Subsequent offers: New Connection Offers made during the Post Moratorium**

**Acceptance Period.** Where a new Connection Offer is issued during a Post Moratorium Acceptance Period, acceptance of that Connection Offer will be suspended until the outcome of the previous Moratorium Period has been determined. The Interactive Connection Offer shall include a Notice of Outstanding Interactivity informing the Customer in writing:

- that there are other Connection Offers/ POC Offers / Alternative Connection Offers outstanding, the acceptance of which might affect the terms of any Connection Offer/ POC Offer/ Alternative Connection Offer made to it;
- that their Connection Offer/ POC Offer/ Alternative Connection Offer is interactive;
- their current position in the Interactive Queue (in relation to the Moratorium Period that has just ended), determined by their Application Date;
- that their Interactive Connection Offer is conditional upon the Affected Parties with priority in the Interactive Queue not accepting their Interactive Connection Offer(s) and their right to accept their Interactive Connection Offer is suspended until the outcome of the Post Moratorium Acceptance Period is determined;
- that either:
  - I. if any of the Affected Parties with priority in the Interactive Queue (in relation to the Moratorium Period that has just ended) accept their Interactive Connection Offer(s) during the Post Moratorium Acceptance Period, the Customer's Interactive Connection Offer will be withdrawn, they will be notified as soon as practicable that they are an "Unsuccessful Applicant" and will have the option to re-apply on the same or amended terms in accordance with the processes in paragraphs [10 and 11]; or
  - II. if none of the Affected Parties with priority in the Interactive Queue accept their Interactive Connection Offer(s) during the Post Moratorium Acceptance Period, a new Round of Interactivity will be triggered and the Customer will receive a Notice of Interactivity in accordance with the process in paragraph [4].

**16. Subsequent offers: Connection Offers made during the Reapplication Period or**

**New Offer Period.** Where a new Connection Offer is issued during the Reapplication Period or New Offer Period, acceptance of that Connection Offer will be suspended until the outcome of the Reapplication Period and New Offer Period (if applicable) has been determined. The Connection Offer shall include a Notice of Potential Interactivity informing the Customer in writing:

- that there may be other Connection Offers/ POC Offers / Alternative Connection Offers outstanding, the acceptance of which might affect the terms of any Connection Offer/ POC Offer/ Alternative Connection Offer made to it;

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- that its Connection Offer/ POC Offer / Alternative Connection Offer may become interactive, in which case a Notice of Interactivity will be issued to it before the end of the New Offer Period;
- its estimated position in the potential Interactive Queue (determined by its Application Date) which may be subject to change if any Affected Party joins the Interactive Queue with a Legacy Date;
- that before the end of the New Offer Period it will receive either:
  - I. a Notice of Interactivity, in which case a new Round of Interactivity will commence and acceptance of its Interactive Connection Offer will be conditional upon any Affected Parties with priority in the Interactive Queue not accepting their Interactive Connection Offer(s); or
  - II. a Confirmation of Non-Interactivity, in which case its Connection Offer is open for acceptance in accordance with our standard process for accepting Connection Offers; and
- that its right to accept its Connection Offer will be suspended until either:
  - I. a Confirmation of Non-Interactivity is issued to it; or
  - II. 9:00am on the next Business Day following the end of the Moratorium Period (if a Notice of Interactivity is issued to it.)

**18. Cancellation of accepted Connection Offers.** Where a Customer cancels a new connection scheme which has an accepted Connection Offer/ POC Offer / Alternative Connection Offer and this releases capacity previously held, we will make this capacity available to Customers in the following order:

- I. Alternative connections. Capacity offered to reduce or remove constraints on the Customer's connection arrangements.
- II. Accepted Connection Offers awaiting reinforcement. Capacity offered to reduce / remove reinforcement requirement and / or bring forward energisation date. Capacity offered in order of Connection Offer acceptance date.
- III. Applicants with valid Connection Offers not yet accepted. Capacity offered to reduce / remove reinforcement requirement in their offer. Capacity offered in order determined by the Application Date.
- IV. New applicants. Capacity offered in order determined by the Application Date.

### **Situations where the next level of reinforcement is triggered by a new offer**

There may be circumstances where a new applicant's acceptance of a connection offer, triggers reinforcement on a section of the network which is over and above existing reinforcement planned for existing connection applicant(s) accepted schemes. Where this occurs and the new reinforcement works would replace the need for the original reinforcement works, but cause a delay to the connection of the original applicant(s), then the existing applicant(s) shall be given the option of delaying their scheme for the revised works. Where this would create a lower overall cost solution, and reduce the cost to the original applicant(s), the revised cost must also be offered to them as part of this option.

If the existing customer does not want to delay their connection and wait for the revised reinforcement works to be carried out, WPD will continue with their original scheme where possible. For the avoidance of doubt where the new works would not cause a delay to the

original applicant(s), WPD will carry out the revised reinforcement works and the existing applicant's offers will be revised if their connection costs would be reduced.

## Changes to application and effect on queue position

### Background

Due to the nature of the activity, connections schemes may require some form of change to their initial requirements during the process from application to energisation. Often a customer requests what could be a substantial change to their scheme. Where this is the case we need to ensure that we treat all customers fairly and consistently, including other applicants whose schemes could be affected by the requested changes.

The table below outlines the principles to be applied where an applicant requests a change to their connection application or where a change is required due to circumstances outside the control of the applicant or WPD.

The guiding principle to be applied is that any allowed change should not be to the detriment of other applicants, particularly in any interactive queue.

The table below covers changes to applications within an existing interactive queue of applications and / or acceptances:

Change request	Sub-category	Allowable change with no change to queue position / new application date?	
		Pre-Acceptance stage (Yes / No)	Post-Acceptance stage (Yes / No)
Change in required capacity	Increase in required capacity	No	No
	Decrease in required capacity (no change in voltage of the PoC)	Yes	Yes
	Decrease in required capacity (change in voltage of the PoC)	No	No
Change in supply point / metering point location	New position of supply within land / development boundary identified in original application	Yes	Yes
	New position of supply or site of connection outside of land / development boundary identified in original application	No	No
	New position of supply outside of land / development boundary identified in original application (development boundary of premise to be connected remains the same). Where triggered by changes outside the control of the customer or WPD (e.g. land rights cannot be obtained)	n/a	Yes
Change in Point of Connection (PoC)	Customer requested change to POC position	No	No

Change request	Sub-category	Allowable change with no change to queue position / new application date?	
	New POC position where triggered by changes outside the control of the customer or WPD (e.g. land rights cannot be obtained)	n/a	Yes <sup>1</sup>
	Requested change in PoC voltage / voltage of supply	No	No
Change in generation technology type or mix	Without detrimental impact on other applicants in the relevant interactive queue.	Yes <sup>2</sup>	Yes <sup>2</sup>
	With detrimental impact on other applicants in the relevant interactive queue.	No	No
Split of requested capacity	Split of a connection into two or more connection / metering points (maintaining overall capacity)	No	No
	Split of capacity across two or more customers utilising one connection / metering point	Yes	Yes
Change in offer type	Change from a full works offer to a non-contestable POC only offer	Yes <sup>3</sup>	Yes <sup>4</sup>
	Change from non-contestable POC only offer to a full works offer.	Yes <sup>3</sup>	Yes

<sup>1</sup> subject to redesign costs

<sup>2</sup> subject to new design analysis and no subsequent change in POC

<sup>3</sup> applicants can request a dual offer which provides both options upfront so no change required

<sup>4</sup> subject to additional fees required for design approval and inspection on a CiC offer

## Extension of Acceptance Validity

### Background

When a customer accepts a Connection Offer it is important that the scheme is progressed through to completion in a timely manner and without undue delay. This is to the benefit of both WPD, the customer and WPD's other customers.

Sometimes however, delays do occur whether through act or omission or because of unforeseen circumstances outside of the direct control of either party. So it is important that, where delays do happen, we are able to mitigate or control the impact that delay will have on WPD resources and on other customers of WPD who are looking to secure a connection.

The consequences of a delay are just as pertinent to load based connections but are particularly relevant to generation connections at this time of high activity and scarcity of capacity on the distribution system. The effect of a delay imposed by a customer

(sometimes with little chance of progression) may be to effectively block other customers who are ready to connect or are facing additional reinforcement costs.

### **Milestones**

In order to mitigate this 'bottleneck' we include within the Connection Offer a series of milestones that the customer must meet or risk losing their Offer. The milestones set prescribed periods from acceptance of the Connection Offer for, a) the customer to obtain local authority planning consent, b) WPD to commence the connection works and c) WPD to complete the connection works. Should any of these milestones be missed WPD is at liberty to amend or withdraw the Connection Offer.

The milestones will vary according to load or generation requirements but not generation technology type, (for example wind or photovoltaic). They also vary according to the voltage of the works required and recognise that generally the higher the voltage of works, the higher the complexity and the longer development times. Tables 1 and 2 below are reproduced from the relevant Connection Offer templates.

<b>Table 1 – Milestones for schemes where the highest voltage of works is EHV</b>	
i)	Planning consent shall have been granted within [12] months of the date of acceptance of this Connection Offer;
ii)	the Connection Works are commenced within [18] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD); and
iii)	the Connection Works are completed within [24] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD).

<b>Table 2 – Milestones for schemes where the highest voltage of works is HV or LV</b>	
i)	Planning consent shall have been granted within [6] months of the date of acceptance of this Connection Offer;
ii)	the Connection Works are commenced within [12] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD); and
iii)	the Connection Works are completed within [18] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD).

Please note, WPD may agree to extend these timescales where significant reinforcement work is required.

### **Extension of Acceptance Validity**

We acknowledged that delays can occur, some of which arise because of unforeseen circumstances outside of the direct control of either party. Where through act or omission, or through force majeure, WPD cause the delay we will normally agree to extend the milestones for commencing and completing the connection works.

Examples of valid exemptions include delays in the provision of:

- Local authority planning consent
- Legal permissions and consents

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- Upstream reinforcement
- Materials and equipment for the connection works

It should be emphasized that in each case an extension will only be applied where the delay is caused by circumstances outside of the customer's control and that no extension will be allowed without the provision by the customer of substantive evidence to support their request. If it is not properly substantiated and WPD remains of the opinion that the customer has not expedited matters in good time we may decline to extend the milestones.

Regardless of this, WPD may, where we believe it is in the wider DG customers' interest, still reject an application to extend milestones, even when the matter is outside of the customer's control. For example, where the customer has applied for Local Authority planning consent in good time but the application has failed and gone to appeal, we may allow an extension. If however, the appeal fails we may decline the request to extend milestones, even for example, where the applicant has stated they intend to go to judicial review.

Where an extension is agreed, revised milestones and (if appropriate) costs must be formally recorded under written confirmation. Similarly, WPD will notify the customer in writing where no extension is agreed. Said notification may also confirm (if appropriate) termination of the Connection Offer Agreement.