

Gazprom Marketing & Trading Retail Limited
Bauhaus, 5th Floor
27 Quay Street
Manchester
M3 3GY

Tim Davies
Joint Office of Gas Transporters

23rd April 2010

Dear Tim,

Re: 0286 0286A - Extending Modification Panel Voting Rights to (a) Consumer Representative(s)

We are happy for our comments to be shared with other interested parties.

Gazprom Marketing and Trading-Retail does not support the implementation of modification 286A as we believe the implementation of voting rights for only one party would create issues when considering Domestic and Commercial issues. We believe, for fairness, that a voting Domestic Consumer representative should be balanced by a voting Commercial Consumer representation.

Gazprom Marketing and Trading-Retail therefore wishes to provide qualified support for the implementation of proposal 286 as we believe that this proposal can best facilitate representation of both Domestic and Commercial Consumers through the allocation of one voting position to a Domestic Consumer representative and one voting position to a Commercial Consumer representative.

Whilst we note that Ofgem has highlighted as part of the Industry Codes Governance Review that Consumer voting rights differ across different industry panels we have concerns over the scope of the Consumer Representatives ability to vote. We do not agree that the attendance at meetings is intrinsically linked to an ability to cast a vote and we believe that Consumer representations on issues are treated no less seriously simply because currently an ability to vote is not inherent.

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We believe the scope of Consumer Representative voting should be subject to more detailed discussion since simple extension of Voting rights may have far reaching implications in particular by affecting the ability undertake a Competition Commission appeal and we also question the benefit arising from an appointed Consumer Representative having voting rights on matters of the UNCC.

The UNC is a contract between Users and the Transporters; it does not seem proportionate that parties which are not bound by the contract should have the power to vote on changes to the contract without the commensurate responsibility to implement it. Consumers have the ability to switch suppliers if they are unhappy with the service they receive; shippers have no such opportunity.

I trust these comments are helpful. If you have any queries regarding this response please do not hesitate to contact me directly.

Yours Sincerely

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