

MODIFICATION 0606

NATIONAL GRID PLC AND NATIONAL GRID DISTRIBUTION LIMITED TRANSITIONAL INVOICING ARRANGEMENT POST PROJECT NEXUS IMPLEMENTATION

Proposed legal text

UNIFORM NETWORK CODE

TRANSITION DOCUMENT

Add new text to read as follows:

PART IIG – TRANSITIONAL INVOICING

1 General

1.1 This Part IIG sets out transitional rules in respect of TPD Section S in relation to the invoicing of certain Transportation Charges by the relevant Transporter and National Grid NTS which apply in respect of relevant Billing Periods.

1.2 For the purposes of this Part IIG:

- (a) **"Distribution Item"** is an Invoice Item which represents a Transportation Charge payable by a User to the relevant Transporter or payable by the relevant Transporter to a User;
- (b) **"relevant Billing Periods"** means Billing Periods;
 - (i) from and including the Billing Period which starts on the Project Nexus Implementation Date; and
 - (ii) up to and including any Billing Period which ends before the date specified in the joint notice given by the relevant Transporter and National Grid NTS to Users (which date shall be not less than thirty (30) Business Days following the giving of such notice);
- (c) **"relevant Transporter"** means the DN Operator which is the owner or operator of the Systems comprising the North West, West Midlands, East Midlands, East Anglia and North Thames LDZs;
- (d) **"Transmission Item"** is an Invoice Item which represents a Transportation Charge payable by a User to National Grid NTS or payable by National Grid NTS to a User.

2 Ancillary Invoices

2.1 In respect of relevant Billing Periods:

- (a) the relevant Transporter may submit an Invoice Document to a User which contains:
 - (i) Transmission Items and Distribution Items;

(ii) Transmission Items only;

("relevant Invoice Document") notwithstanding that such Transmission Items represent amounts payable in respect of the User's use of a System owned and operated by National Grid NTS;

(b) the relevant Transporter and National Grid NTS may submit an Ancillary Invoice which includes Invoice Items comprised in the following Invoice Types:

(i) Commodity Invoice

(ii) LDZ Capacity Invoice;

(iii) Balancing Invoice;

(iv) Amendment Invoice;

(c) where the relevant Transporter submits a relevant Invoice Document to a User:

(i) the relevant Transporter shall submit to the User an Ancillary Invoice which contains, in respect of each Transmission Item contained in the relevant Invoice Document:

(aa) where the Transmission Item is payable by the User to the relevant Transporter, a corresponding Invoice Item which is payable by the relevant Transporter to the User for the same Invoice Amount as is payable in respect of such Transmission Item;

(bb) where the Transmission Item is payable by the relevant Transporter to the User, a corresponding Invoice Item which is payable by the User to the relevant Transporter for the same Invoice Amount as is payable in respect of such Transmission Item;

("Ancillary D Invoice");

(ii) National Grid NTS shall submit to the User an Ancillary Invoice which contains the same Transmission Items contained in the relevant Invoice Document submitted by the relevant Transporter ("Ancillary T Invoice");

(d) the relevant Transporter shall ensure an Ancillary D Invoice, and National Grid NTS shall ensure an Ancillary T Invoice, is submitted to the User on the same date as the relevant Invoice Document (being on such date as the relevant Invoice Document is to be submitted to the User pursuant to TPD Section S1.4) such that the Invoice Due Date of the Ancillary D Invoice and Ancillary T Invoice is the same as the Invoice Due Date of the relevant Invoice Document.

2.2 In the event a relevant Invoice Document and the related Ancillary D Invoice and Ancillary T Invoice are not submitted to the User in accordance with paragraph 2.1(d), such Invoice Documents shall be invalid, and the User or the Transporter shall not be liable for the amounts subject thereto, but without prejudice to the liability of the User or the Transporter for such amounts once such Invoice Documents are submitted to the User on the same date.

2.3 Where the relevant Transporter submits a relevant Invoice Document and an Ancillary D Invoice to a User the User shall only be required to pay the Invoice Amounts under the

relevant Invoice Document which comprise Distribution Items on or before the Invoice Due Date.

- 2.4 Each relevant Invoice Document shall be accompanied by such supporting data as is specified under TPD Section S1.3.4; provided National Grid NTS shall not be required to provide the same supporting data (in relation to relevant Transmission Items) when submitting an Ancillary T Invoice.
- 2.5 Ancillary Invoices submitted pursuant to this Part IIG shall not contain any amount referred to in TPD Section S2.4.3, 2.4.4, 2.4.5 or 2.4.6.
- 2.6 TPD Section S2.5.2 shall not apply to any Ancillary Invoice submitted pursuant to this Part IIG.
- 2.7 For the avoidance of doubt, nothing in this Part IIG shall prevent the relevant Transporter (in respect of a relevant Invoice Document) or National Grid NTS (in relation to an Ancillary T Invoice) from issuing a Set off Notice pursuant to TPD Section S3.8.

3 Invoice Queries

- 3.1 Where a User wishes to raise an Invoice Query in respect of a Transmission Item shown as payable under a relevant Invoice Document the User shall, for the purposes of TPD Section S4.2.1, raise such Invoice Query with National Grid NTS in respect of the corresponding Transmission Item shown as payable under the relevant Ancillary T Invoice.

4 Confidentiality

- 4.1 For the purposes of this Part IIG, and in respect of a relevant Invoice Document:
 - (a) National Grid NTS acknowledges the submission of a relevant Invoice Document involves the disclosure by National Grid NTS to the relevant Transporter of Protected Information in respect of the User to which the relevant Invoice Document is to be submitted ("**relevant User**");
 - (b) each relevant User acknowledges TPD Section V5.1 shall not apply to such disclosure by reason of the User having given its consent to the disclosure pursuant to TPD Section V5.5.3(g).

5 Value at Risk

- 5.1 For the avoidance of doubt, and for the purposes of determining a User's Value at Risk in relation to the relevant Transporter on any Day in a relevant Billing Period, the aggregate amount invoiced to a User shall be calculated net of all amounts invoiced under an Ancillary D Invoice.