

Proposed OAD Review Amendments

v3 (23.07.18)

Clause	Category	Root Cause	Specific Issue	Proposed Change (CGL)	Current Status	Action Required	Network Operator Comments
Section A							
A2.1.2	Tri-Partate SA	Cadent has two tri-party sites where there is one site owner and two site users located at an offtake. OAD is currently written in a way that assumes there is only one site owner and one site users, and that gas flows from the NTS into one LDZ. In reality this is not the case and the definitions need to be update to cover both approaches.	Offtake Definition i.e. <i>"one or more Individual Offtakes Points, located at each site, at each of which gas can flow into the same LDZ."</i> does not cater for tri-party sites	Amend definition to <i>"one or more Individual Offtakes Points, located at each site, at each of which gas can flow into the same LDZ; or multiple Individual Offtakes Points, owned by different operators, on which gas flows into separate LDZ's"</i> . This will cater for tri-party sites This may impact upon A2.3.1 also.	G	A way forward has been proposed and accepted in Principle. Definitions still to be revised and agreed.	Business rules to resolve tri-party sites currently under discussion but agree this is an issue to be resolved in this workgroup. Note that B1.2 seems to cater for more than one offtake at the site. Unclear to the impact of amending this definition.
A2.1.4	Definition Update	See A2.1.2	Offtake Definition <i>'An NTS/LDZ Offtake is an Offtake at which gas can flow from the NTS into an LDZ'</i> is too vague.	Revise to <i>'An NTS/LDZ Offtake is an Offtake at which gas can flow from the NTS into an LDZ via one or more physical points of connection'</i>	A		Business Rules for shared sites are in submitted Cadent paper. Impact of changing definition of an offtake under review as part of action 0807 of Workgroup 646R
A2.1.4	Shared Sites	Cadent has a specific site where the systems are connected by closed valves and if opened gas could flow. This site is not covered by a Supplemental Agreement.	Offtake Definition does not allow for closed NTS/LDZ offtakes that have the potential to flow gas.	Add new clause similar to 2.2.3 (LDZ/LDZ Offtakes)	G	CGL to Develop proposal on "Shared" sites.	Business Rules for shared sites are in submitted Cadent paper. Impact of changing definition of an offtake under review as part of action 0807 of Workgroup 646R. May also wish to include sites which are isolated and not flowing gas
A2.2.1	Definition Update	Cadent has three types of LDZ/LDZ offtakes. These are: > 7bar PRS's that are like NTS/LDZ offtakes with multiple feeds > Governor Installations (1 feed only) > Closed Valves in Public Highways (1 feed only)	LDZ Definition needs to mirror revised offtake definition	Revise to <i>'An LDZ/LDZ Offtake is an Offtake at which gas can flow from one LDZ into another LDZ via one or more physical points of connection'</i> .	A		Requires confirmation by impacted DN's
A2.3.1	Tri-Partate SA	See A2.1.2	See A2.1.2		G	A way forward has been proposed and accepted in Principle. Definitions still to be revised and agreed.	Business rules to resolve tri-party sites currently under discussion but agree this is an issue to be resolved in this workgroup. Note that B1.2 seems to cater for more than one offtake at the site. Unclear to the impact of amending this definition.
A3.1.5	Definition Update	See A2.1.4	There have been sites identified with NTS that have closed connections.	Amend text so that 'Closed Offtakes' apply to NTS/LDZ Offtakes also.	G	CGL to Develop proposal on "Shared" sites.	Business rules to resolve currently under discussion but agree this is an issue to be resolved in this workgroup.
A3.2.1	Process	The process for updating and signing of a new revised SA now needs to be supported by a Restatement document and Sealing of the Deeds process.	Do we need to explicitly state that entering into a new agreement for an existing offtake will supercede the previous version of the SA. This may save having to execute deeds via a legal process to approve the SA's for both parties?		A		Do not believe OAD change required. Simple process review and agreement with correct stakeholders can get this resolved quickly.
A4.2.1	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	No definition for the term <i>'Point of Offtake'</i> .	Definition: <i>A point of offtake is any connection between the upstream and downstream operators where gas can flow from one operator to the other.</i>	A		Agree that a definition for point of offtake would be useful but would suggest that is potentially already clause 4.2.2. Are there deficiencies with this?
New	Shared Sites	Offtake sites are governed by OAD but due to the current offtake definition in Clause A2.1.4 it only covers where gas flows from the NTS to a LDZ. Cadent have a number of offtake sites where a connection back onto the NTS is required to facilitate pipeline inspections that only occur one every 10-15 years.	Need to consider shared sites where normally a connection (open or closed) does not exist, but a connection is required to enable one operator to inspect its pipelines (i.e. Milwich/Cambridge/Abridge)		G	CGL to Develop proposal on "Shared" sites.	Confirmation of business rules required before implementing solution as per Cadent's paper on shared sites.
New	Shared Sites	See above	Should the scope of an offtake site be revised to cover all operations at such sites i.e. NTS connections as well as the provision to offtake gas into a LDZ?		G	CGL to Develop proposal on "Shared" sites.	Confirmation of business rules required before implementing solution as per Cadent's paper on shared sites.
Section B							
B1.2.2	Definition Update	See A2.1.1 and clarity around definitions	Clause does not align to the offtake definition stated in A2.1.2 i.e. <i>"one or more Individual Offtakes Points, located at each site, at each of which gas can flow into the same LDZ."</i> and does not cover sites such as Alrewas, Audley, Ross and Winkfield	Text to be revised so that it clear that an offtake can have: a) multiple offtakes supplying different LDZ's operated by the same network operator; and b) multiple offtakes supplying different LDZ's operated by numerous network operators	A		Can we confirm the value of changing? What instances of issues has this caused? Agree all definitions should align. What is the impact of changing this definition
B1.3.1(a)	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	Definition of Connections Facilities to be expanded to include upstream party connections.	Revise as follows: <i>"subject to paragraph (b), the "Connection Facilities" are all the plant, equipment and buildings installed or to be installed by such Party (as provided in paragraph 2) at the Offtake Site, including (where relevant) Measurement Equipment, NTS Telemetry Facilities, Telemetry Connection Facilities, Daily Read Facilities and Upstream Party connections."</i>	A		The OAD is a transporter to transporter document, impact of changing the definition needs to be understood.
B1.3.1	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	No definition for the terms <i>'plant, equipment and buildings'</i>	Define as follows: • Plant - mechanical assets that form the network pipeline system to allow gas to flow from one party to another • Equipment - secondary support assets that enable an operator to manage the gas flow through its pipeline system or plant. This would cover E&I, metering and telemetry requirements • Buildings - physical buildings/structures on site to house, contain or protect assets (i.e. physical buildings, kiosks and enclosures etc)	A		Can we request greater clarity and some examples of the type of issue that this is trying to fix? Current arrangements allow for dialogue between the operators.
B1.5.2 (c)	Process	This arrangement needs to be reconsidered as there are times where the Supplemental Agreement needs to be updated but the change does not necessarily require an OAD notice to be raised.	Where connection facilities are replaced, only the Appendices C and D need to be updated.	The new approach for the SA will need to have all relevant information in the SA updated not just the Point of Offtake or Metering information. This is specifically important concerning electrical and telemetry changes which impact currently on Appendix E.	A		In relation to Supplemental Agreement, as a matter of process, the whole document should be reviewed for accuracy as part of the amendment process.
B1.5.3	Process	It is difficult for all operators to comply with agreeing the SA before the changes go live on site due to the way work is executed, and the policy and procedures the industry works to for then collecting the required asset data and drawings.	It difficult to adhere to this specific clause due to a timing issue between what happens on site and then ascertaining the relevant information needed for the SA.	Another approach is required that allows for a draft SA to be put in place prior to new or altered requirements, and then allows for the finalisation to take place thereafter, but within a reasonable timeframe.	A		With the current SA proposal excluding drawings (which have the longest lead time for completion) and in tandem with clause b1.5.4 which calls for an "effective date" is this issue now resolved?

B1.6.1 (b)	Definition Update	Site owner does not own all buildings (i.e. buildings, kiosks, enclosures) at an offtake site. Some may even be owned by a 3rd Party i.e. telecommunication masks.	See Root Cause	Text to be revised to remove 'buildings' from (i) and (ii) as this is covered by connection facilities in B1.6.1 (a)	A		Appreciate that there may be an issue but unclear that this is the correct solution.
B1.8.3	Code Update	There have been occasions where an OAD notice has been raised but could not be approved for the window requested due to operations planned downstream on the distribution network. Had both operations taken place at the same time this would have led to a security of supply issue or put demand at risk. The security of supply angle does not seem to be covered off by OAD.	Clause only focuses on the impact to another party's Connection Facilities at a stated site and does not include any operational aspect of balancing the network requirements or security of supply.	The scope of clause B1.8.3(a) needs to be widened to include the impact to maintain gas supply via the offtake, and balancing the operational gas needs of the downstream DNO network.	A		Agree with the concept of the issue to be resolved. Unclear if this should be fixed in this clause in the context of 3.4.2 or whether it is a process gap within Section G.
B2.1.2	SA Template	The current version of the SA's do not 'specify' all the Connection Facilities in Appendices C and D. These are also contained within Appendix E.	See Route Cause	The new approach for the SA will need to have all relevant information in the SA updated not just the Point of Offtake or Metering information. This clause to be updated following agreement on the new version of the SA.	G	SA Template currently under review. A revised proposal showing minimum requirements is to be produced.	SA template under review ,
B2.2	Code Update	Recovery of costs where the affected party has to raise a design approval in order to support another operators amendments. The time and effort to support on-site supervisory activities such as access to RTU's or to undertake electrical isolations also needs to be recouped.	The section needs a clause to allow the "affected party" to recover any necessary costs, on and off site, to support the "Modifying Party's" proposed work. This is needed due to the shared arrangements at offtakes that often needs both parties engagement to see the activity through, and the "affected party" should recover the cost of their support in line with the arrangements in Section L.		A		Believe that this conflicts with 6.2.1 where it quotes "Access Rights shall be free of charge of payment of any kind." Also, cost recovery is outlined in Appendix L, is this insufficient alongside the cost scenarios mentioned in B at a high level. Think we should collectively explore the cost/benefit of implementing this change if we are supporting one another
B2.2.3(b)	Code Update	Similar to Clause B1.8.3 this only focuses on the impact to another party's Connection Facilities at a stated site and does not include any operational aspect of balancing the network requirements or security of supply.	See Root Cause	The scope of clause B2.2.3(b) needs to be widened to include the impact to maintain gas supply via the offtake, and balancing the operational gas needs of the downstream DNO network.	A		Believe that this links with Section G. Is this not covered in there?
B2.2.4	Code Update	It is difficult to comply with 'The Modifying party shall give each affected party prior written notice, not less than twelve Months or shorter period if parties agree', as this does not take account of how networks process change and the information needed for the OAD notice may not be available as the work may still be in the feasibility stage and the full impact to the others operators is not known or cannot be determined at that point.	See Root Cause	Revise approach to state "as much notice as possible" but the changes need to be based upon the Modification Process (G17/G35/GL5) that all operators follow. An alternative approach needs to be agreed between the operators.	A		Believe that the current version is workable to allow operation in all scenarios. Effectively, in an ideal world operators provide as much notice as possible but if they can't through collaboration we would look to facilitate later requests.
B2.2.4	Code Update	OAD notices detail the offtake, the work, the reason why and when. What is missing is the impact to the operator such as a loss of telemetry, power arrangements or site access may be an issue. By detailing the impact this will assist the other operator in understanding what they may or not may need to consider when reviewing the notice.	The impact arising from the notified work is not a requirement. This should be stated i.e. "loss of electrical power for 1 day" or "2 hours Telemetry outage required".	Include an additional sub clause (f) entitled "Impact to Other Operators on Site"	A		At the time of raising we would give as much info as possible. Again is this more of a process gap rather than a code change?
B2.2.5	Maintenance	We need to divorce the Maintenance activity from the Non-routine activity. Routine maintenance should be shared under Section G and non-routine requirements covered by Section B. If successful as an approach, this clause will need to be removed.	In Section G, operators need to share maintenance plans. This is a consolidated list of routine and non-routine activity. Whilst non-routine activity should be known in advance, it is difficult to say when this will happen in the year, and some activity is reactive which you cannot capture via the annual process.	Revise the Maintenance requirements under Section G so that they are fit for purpose and consistent across all operators.	G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Maintenance workshop to confirm however this clause is for major modifications and not routine maintenance. Our preference would be one plan covering Maintenance and Non-routine. Also proposing the potential use of the maintenance plan serving as the OAD notice.
B2.3.2 (c)	Maintenance	As above	In line with the revisions for B2.2.5 the clause needs to be updated to state it should be covered by Section B as Non-routine rather than Maintenance under Section G.	Revise clause depending upon outcome for clause B2.2.5	G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Maintenance workshop to confirm however this clause is for major modifications and not routine maintenance. Our preference would be one plan covering Maintenance and Non-routine. Also proposing the potential use of the maintenance plan serving as the OAD notice.
B2.6.1	Tri-Partate SA	Site Services need to be revised to take into account tri-party sites. Normally there are two SA's in place between the upstream and downstream operators. However, as the DNO's are normally the site owners, one SA will be between the site owner and site user, and the other SA will be between the site user and site user. Where an SA is between two site users, the site services are not confirmed by the site owner as they are not a party to the agreement therefore how can two site users agree these services without the site owner.	The "Services Party" can be a third operator who is the site owner but not a party to the Supplemental Agreement because this is between the upstream and downstream party only - as in the case at Ross-on-Wye and Winkfield (i.e. tri-partite sites)	Clause B2.6.1 to be revised to state that the "Services Party" must be named in the Supplemental Agreement who is recognised as the Site Owner and has a presence on site.	G	A way forward has been proposed and accepted in Principle. Definitions still to be revised and agreed.	Business rule still to be confirmed however agree that site service party could be part of the Supplemental Agreement
B2.6.1	Tri-Partate SA	As above	The "Services Party" can be a third operator who is the site owner but not a party to the Supplemental Agreement because this is between the upstream and downstream party only - as in the case at Ross-on-Wye and Winkfield (i.e. tri-partite sites)	Clause B2.6.2 to be revised to include sub-clause (d) where the site owner is neither the upstream or downstream party named in the SA. Note: This will have a significant impact upon the agreements for tri party sites.	G	A way forward has been proposed and accepted in Principle. Definitions still to be revised and agreed.	Business rule still to be confirmed however agree that site service party could be part of the Supplemental Agreement. This has an impact on 2 contracts only.
B2.6.4	Code Update	The site services only outline what power is provided to the site user. Cathodic Protection and Electrical arrangements at offtakes are complex with shared boards and assets found on sites. These are not detailed anywhere in the SA which can lead to "interference" as ownership and maintenance is not clear. It recommended that Electricals should be a mandatory site service rather than an optional one as confirmed in Annex B2.	"Site services at NTS/LDZ offtake shall include the services specified in Part 1 of Annex B-2, and.....may include [those] in Part 2 Annex B-2". Both Parts need to be reviewed as Electricals should be mandatory but this is only stated in Part 2.	Propose mandatory site services are: Cathodic protection; Electricals/Power, Telemetry Arrangements; and Site Security. All others are non-mandatory or additional.	A		Open to the idea of the change, however worth noting that we believe the current format SA allows us to put this in one of the sections without a code change.
B3.1.1	Redundant Assets	Clause states that "right to the Site User to retain such Connection Facilities on the Site Owner land." as per the date of the SA or following relocation. The issue here is that this right allows the Site User to leave assets in place even though they are not operational and there are no clauses in OAD that allow the Site Owner to request the removal of redundant assets so it free's up land for other use.	Clause states that "right to the Site User to retain such Connection Facilities on the Site Owner land." as per the date of the SA or following relocation. The issue here is that this right allows the Site User to leave assets in place even though they are not operational and there are no clauses in OAD that allow the Site Owner to request the removal of redundant assets so it free's up land for other use.	Revise clause so that it relates to operational assets and non-operational assets of less than 12 months. An additional clause is then needed to allow the Site Owner to request the removal of any assets that have been non-operational for a period of 12 months or more.	G	Proposal Developed and refinements required following feedback.	Business rule needs to be agreed before considering if a code change is required to facilitate that. N.b. The site owner may propose to the site user relocation of it's connection facilities as part of b3.3
B3.4.2	Code Update	Refer to B1.8.3	This clause implies that the Site Owner can refuse consent to modifications if it falls in the scenarios listed in sub-clauses a-f. These sub clauses focus on the impacts to the physical site and do not take into account security of supply or balancing of the network issues.	Additional sub clauses needed to include the impact to maintain gas supply via the offtake, and balancing the operational gas needs of the downstream DNO network.	A		Would like to understand how this interacts with Section G

B3.4.3	Code Update	Recovery of costs where the affected party has to raise a design approval in order to support another operators amendments. The time and effort to support on-site supervisory activities such as access to RTU's or to undertake electrical isolations also needs to be recouped.	Clause focuses on the impacts to buildings only and needs to be expanded to include the impact to connection facilities as well.	Amend to " <i>Where the Site Owner consents to the alteration, relocation or addition of or to Site User's Facilities, the Site Owner shall perform or procure any such minor alterations or works to existing buildings or structures as are referred to in paragraph 3.4.2(d), or its Connection Facilities, the Site User shall reimburse to the Site Owner the costs incurred by the Site Owner in doing so.</i> "	A		Would like to understand how this fits in with section 4 (Compatibility).
B3.4.4	Code Update	This clause should be expanded for the site user to consider options that will enable greater clarity on asset separation.	See Root Cause	Amend to " <i>Notwithstanding paragraph 2.2 and the foregoing provisions of this paragraph 3.4, where the Site User wishes to alter or replace any of the Site User's Facilities, it shall, prior to altering or replacing such Connection Facilities, consider the feasibility of:</i> <i>a) relocating the Connection Facilities in question onto the Site User's own land</i> <i>b) consider delivery options that will reduce shared arrangements and to greater clarity on asset separation.</i> "	A		Unclear as to the true value and practicality of adding this clause. As assets are coming to the end of life likely to see more shared assets being separated.
B3.6	Redundant Assets	This clause focuses on the Removal of Site User Facilities from only a Site User perspective. OAD provides no coverage for Site Owners to request the removal of Site Users assets, especially redundant assets given the right to retain stated in B3.1.1.	See Root Cause	New clauses need to be added that allow the Site Owner to request the Site User to remove redundant assets or assets that have been non-operational for more than 12 months.	G	Proposal Developed and refinements required following feedback.	Business rule needs to be agreed before considering if a code change is required to facilitate that. N.b. The site owner may propose to the site user relocation of it's connection facilities as part of b3.3
B3.7	CNI	Section needs to be over-hauled and detailed the revised access rights due to the developments of the CNI requirements. This needs to include a section on when access/security has been breached by a Site User and the sanctions that a Site owner can impose in such cases.	See Root Cause		A	Pending the creation of an Industry CNI group, who will look into matters and determine a way forward	Subject to outputs of CNI group
B3.8	CNI	Section needs to be over-hauled and detailed the revised rights due to the developments of the CNI requirements. This needs to include the process of how access is given and the role of the ARC.	See Root Cause		A	Pending the creation of an Industry CNI group, who will look into matters and determine a way forward	Subject to outputs of CNI group
B4.1.5	Code Update	There have been occasions where the processes of OAD have been followed that have resulted in a material impact upon Cadent assets or operations by another operator. Whilst these have been followed up via appropriate channels, we have had one specific issues that has not been resolved adequately that needs to be escalated however, OAD does not really provide what that escalation route ought to be.	Clause needs to be enhanced to reflect what course of action can be taken in the event that the Parties cannot agree on a resolution, or one party is seen not to be addressing the issue. What routes of escalation should be taken i.e. offtake committee etc.....		A		Please can we discuss the specific instances off-line to identify the most appropriate fix. Dispute resolution already within UNC.
B5.3.1	Code Update	Shared telemetry can have several variations. It could mean the whole telemetry system i.e. RTU, routers, dish, ADSL lines are shared but other instances other assets such as Allen Bradleys/Micrbox Units have also been known to be shared. Given that the telemetry system contain key assets in obtaining information from site and for the telemetry owner to provide data back to the upstream party, this should have greater emphasis in the site services section as to what is meant by shared.	Requirement states shared telemetry should be recorded in the SA but this is not covered in Annex B-1 or Annex B-2.	Amend Appendix E Template to ensure Telemetry requirements are captured.	A		Points of telemerry (Appendix E) were agreed as part of a previous modification but we can discuss what additional info is needed.
B6	CNI	Similar to B3.6 and B3.7. Section needs to be over-hauled and detailed the revised access rights due to the developments of the CNI requirements. This needs to include a section on when access/security has been breached by a Site User and the sanctions that a Site owner can impose in such cases.	See Root Cause		A	Pending the creation of an Industry CNI group, who will look into matters and determine a way forward	Subject to outputs of CNI group
B6	Code Update	Access needs to cover when CDM applies as this restricts access during certain specific types of activity.	See Root Cause	Site owner to retain access to CDM areas in cases of emergency	A		To be discussed internally with NGT
B6.3.1	Code Update	Alignment required with Section C of OAD	The clause should be expanded to ensure that the Site Party does not make it over onerous for site access to occur	include sub-clause " <i>c) shall be no more onerous as respects the personnel of the other Party(ies) (as Access Party(ies)) than in respect of the Site Party's own personnel</i> ".	A		Are Cadent thinking about specific examples? Can this be resolved offline?
Section C							
C2.8	Definition Update	If the definition for NTS/LDZ offtakes is to be expanded to cover closed offtakes as well, then this clause needs to be amended.	This section needs to be revised to include closed NTS/LDZ offtakes as well.		G	CGL to Develop proposal on "Shared" sites.	Will agree business rule before determining the best method for facilitating that.
C5.1.2(b)	Code Update	For offtakes that are in the boundary of a National Grid terminal site, COMAH regulations have a significant issue upon site access and site safety. These regulations cause additional requirements that need to be complied with above and beyond those requirements for normal offtakes. This should be recognised within the code to make it explicit and clear.	Clause needs to be expanded to cover Top Tier COMAH regulations which will cover offtakes within Terminal Sites.	Amend text to: "shall take account of the Site Party's Safety Case, the Access Party(ies)'s Safety Case(s), the SCO Interface Procedure and the Site Party's Site Emergency Procedures, and any other relevant statutory requirements such as COMAH regulations.	A		Will need to understand fully the outputs of the NGT investigation into Comah to understand if this is an appropriate change.
Section G							
G1.2.1	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	The term " <i>affected party</i> " requires definition	For clarity use same text as stated currently in Clause B2.2.3 (b)	A		Upcoming maintenance workshop to resolve

G1.2.1	Code Update	See above	Sub categories to be revised.	Revise to: Routine or non-routine maintenance that has an: > Impact to gas flow by either party > Impact on electrical arrangements by either party > Impact to shared telemetry arrangements by either party > Impact to key measurement equipment i.e. P1 pressure transmitters or DNO Metering systems > Impact to Cathodic Protection systems > Impact to any of the above where testing information needs to be passed to the Site Owner in order to maintain site compliance	A		Upcoming maintenance workshop to resolve
G2.2.3	Code Update	See G1.2.1	Revise in line with new sub-categories		A		Upcoming maintenance workshop to resolve
G2.2.4	Code Update	See G1.2.1	Revise in line with new sub-categories		A		Upcoming maintenance workshop to resolve
G2.2.5	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Remove as not needed		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G2.2.6 (b)	Code Update	See G1.2.1	Revise in line with new sub-categories		A		Upcoming maintenance workshop to resolve
G2.4	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Given maintenance is reviewed 6-monthly is there a need to have a process to amend individual requirements as this seems over kill	Remove section as this is covered by the annual process	G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G2.5	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	For any Flow Maintenance Days to be agreed this needs to be undertaken in consultation with the DNO taking into account security of supply and balancing of the network demand.		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G2.6	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Is this section needed as it just increases cost for the DNO's		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G3.2.3	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Should NRO's be shared for maintenance that has an impact upon another user?		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G3.3	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Again is this section necessary? If maintenance is postponed, it surely rolls over to the next planning cycle?	Remove section as this is covered by the annual process.	G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G3.4	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	Redefine urgent maintenance	Redefine to: <i>Any maintenance that has an impact upon another operator that requires urgent addressing that cannot be confirmed ahead of time as part of the maintenance programme timescales or is reactive action where a modification has taken place that should have been notified under Section B.</i>	A	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
G3.6.1	Maintenance	There have been occasions where the processes of OAD have been followed that have resulted in a material impact upon Cadent assets or operations by another operator. Whilst these have been followed up via appropriate channels, we have had one specific issues that has not been resolved adequately that needs to be escalated however, OAD does not really provide what that escalation route ought to be.	This section very much focuses on the flows at offtakes only and not the wider security of supply issues. What happens if parties cannot agree what scenarios would take precedent?		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
New	Maintenance	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Need to ensure the maintenance section focuses on maintenance and does not include investment related activities as these are covered by Section B		G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
Annex G1	Code Update	Maintenance requirements under OAD seems onerous and need to be simplified and fit for purpose.	Minimum details to be revised as it is difficult for Cadent to provide, due to the way that it plans its maintenance activities	Revised details to: > Offtake Site > Period to be completed in > Type of Maintenance (in line with revised sub categories) > Details (if impact is significant)	G	Workshop to be arranged so that Maintenance requirements can be reviewed.	Upcoming maintenance workshop to resolve
Section L							
L2.3.1	Code Update	Cost recovery is becoming more an issue for operators as they seek to recover costs to support another operators activities on site. The cost recovery process should be agreed upfront rather than just submitting an invoice and cost recovery arising from "interference" also needs to be articulated.	Process to be revised so that it is linked to the modification process or before an event occurs.	Process to be revised so that it is linked to Section B where recoverable costs are agreed before an event, and then L2.3.1 is retained for any other issue that has arisen where upfront engagement could not take place.	A		Need to agree a consistent and appropriate philosophy on cost recovery before proposing a code change.
Section M							
Section N							
N2.1.2(c)	Definition Update	In order to manage OAD effectively, the framework is used to understand the requirements so that they can be complied with. In Cadent's experience issues have arisen from the lack of clear, concise clarity surrounding the terms in OAD and specifically the definitions. Definitions need to be enhanced so that they are clearly understood by all operators.	The definition here states " <i>A reference in this Document to a Party shall be construed as a reference..... (c) in the context of an Offtake Site, to a Party whose System is connected to another System at an Offtake located at that Offtake Site.</i> "	Clarity is needed on what this definition means, and these definitions need tying back to the definitions in Sections A & B for consistency.	A		Definition analysis.
N3.2.2	Process	The process for updating an SA document is cumbersome and is based on National Grid making all changes to the documents. This way is open to mis-interpretation of the information especially if it is not National Grid that has undertaken the work and that it is National Grid's commercial team making the changes rather than the engineering staff.	The clause states that " <i>The Parties to a Supplemental Agreement are required (by certain provision of this Document) to amend the Supplemental Agreement to reflect and record changes in relation to the Offtake; and undertake to make such amendments promptly and in accordance with this Document.</i> " and inconsistent with Clause B1.5.3	Clauses need to be aligned following the revision on B1.5.3.	A		Does the phrase "In accordance with this document" not already link us back to B.1.5.3
N3.3.1 (a) + (b)	Process	See N3.2.2	Section needs to be over-hauled as the process does not work.	If would be far better that if a DNO wants to update a SA, they request the latest version from National Grid who provide a copy with tracked changes on it. The DNO updates the information and returns the document to National Grid to review in the timescales agreed. This will be a more efficient process as the information provided could be mis-understood by the National Grid commercial team, which will then lead to delays from having to clarify and explain the updated text.	A		Agreed: process change rather than a code change

N3.3.2	Process	The process for updating and signing of a new revised SA now needs to be supported by a Restatement document and Sealing of the Deeds process.	Clause refers to the executing of the SA following agreed revisions.	Do we need to amend this clause to add in that once an SA is signed by both parties, this then supercedes the previous version. It is hoped that this will avoid the need to revise the deed for the site and thus reduce the time taken to formally agree a new SA between the parties.	A		Process for execution to be discussed and agreed. Appropriate changes can be made if required.
N7	Other		Loss and Liability	Need R&EA (MS) to review	A		Would appreciate further clarify on the issue at hand here.
New	Tri-Partate SA	There have been occasions for tri-party sites where one SA has been updated between the Site Owner and site user, but the changes have not been mirrored across to the other SA in place between the site user and site user. This is critical as issues such as there are data items that are common between the two SA's in place, such as access, security, cathodic protection, utilities supply and drawings i.e. GA and HAZ resulting in mis-match of data between the two SA's.	Section N does not contain any clauses outlining that National Grid are the custodians of the Supplemental Agreements.	If National Grid are the custodians of the SA's, then additional requirements are needed i.e. to maintain the integrity of information between SA documents for where there is more than one offtake at a location including tri-party sites. If one document is updated, they should have a duty to inform the other operator highlighting the changes that need to be made.	G	A way forward has been proposed and accepted in Principle. Definitions still to be revised and agreed.	Amendment process in OAD mentions upstream and downstream processes. Process improvements are now in place to ensure tri party sites are kept consistent.
New	SA Template	General point. Should the SA's have version control so that you could see what changes were implemented when and arising from what work.	No version control for SA's	Should the SA's include a version control to highlight the history of changes?	G	SA Template currently under review. A revised proposal showing minimum requirements is to be produced.	Currently under review but initial feedback suggests that it is not normal practice to include version control within contracts
N9.1.1	Code Update	This clause needs to be linked back to 'material' impact in Section B for modifications. We have experienced outages in the past to telemetry systems at offtakes which has resulted in a loss of control of the site, albeit for a short period of time, without an OAD notice being raised to cover the activity. When challenged this N9.1.1 was used as justification whereas it was felt that the planned change and outage should have been notified via an OAD notice under Section B.	The section covers "The "Transmission System Operator to Distribution System Operator Agreement Guidelines"... re the co ordination and management of changes, faults and outages on the information systems and communications network infrastructure.	Additional clause needed that any planned changes, repair of faults and outages need to be reviewed in line the requirements set out under Section B.	A		Agree that some sort of communication is required. Need to come to consensus as to what that is
Appendix	SA Template	Current Supplementals do not document all the connection facilities on site as per Section B of OAD. Specifically, whilst the mechanical drawing is in include the SA, there is no mention of the electrical assets on site which often can be shared and therefore lead to confusion on who owns them and thus maintains them. The SA should cover asset ownership plus the other relevant information needed for commercial purposes in managing the conveyance of gas from one operator to another.	Appendix SA to be revised to the new OAD Pack.		G	SA Template currently under review. A revised proposal showing minimum requirements is to be produced.	Supplemental Agreements under review. Correct level of information required to be determined to prevent continuous cycle of updating agreements