

### **3 — SUPPLY POINT WITHDRAWAL AND ISOLATION**

#### **3.1 — Supply Point Withdrawal**

3.1.1 In order for a User to cease to be the Registered User in respect of a Supply Point:

- (a) a User must submit, or be deemed in accordance with paragraph 2.8.7(b) to submit, a request ("**Supply Point Withdrawal**") for withdrawal; and
  - (b) the Supply Point Withdrawal must become effective
- in accordance with this paragraph 3.

3.1.2 The Registered User in respect of a Supply Point (the "**Withdrawing Supply Point**") may at any time submit to the Transporter a Supply Point Withdrawal specifying:

- (a) the identity of the User (the "**Withdrawing User**"); and
- (b) the Supply Point Registration Number of, and the Supply Meter Point Reference Number of one of the Supply Meter Points (the "**Withdrawing Supply Meter Points**") comprised in, the Withdrawing Supply Point.

3.1.3 Where a User submits or is deemed to submit a Supply Point Withdrawal, subject to paragraph 2.10.1, the User may but is not obliged to secure Isolation of any of the Withdrawing Supply Meter Points.

3.1.4 The Transporter will make available to all Users details of those Withdrawing Supply Meter Points which at any time have not become comprised in a Proposed Supply Point in respect of which a Supply Point Confirmation has become effective, identifying each Supply Meter Point (if any) which is or is to be Isolated.

3.1.5 Where a Withdrawing Supply Meter Point is comprised in a Proposed Supply Point for which the Supply Point Confirmation becomes effective, the Transporter will so notify the Withdrawing User not later than 2 Business Days after the date on which it is known that the Supply Point Confirmation will become effective.

3.1.6 Where a User submits a Supply Point Withdrawal in respect of a Supply Point which comprises Shared Supply Meter Point(s) the Transporter will inform each other Sharing Registered User of the submission of such withdrawal.

#### **3.2 — Effect of withdrawal**

3.2.1 A Supply Point Withdrawal shall become effective ("**Effective Supply Point Withdrawal**") only where each of the Withdrawing Supply Meter Points:

- (a) is comprised in another Supply Point (of which the Registered User may be the Withdrawing User); and/or
- (b) has been Isolated in accordance with paragraph 3.4

and the date of the Effective Supply Point Withdrawal shall be:

- (i) in the case of paragraph (a), the Supply Point Registration Date (of such other Supply Point); and

- (ii) — in the case of paragraph (b), the later of the date of such Isolation and the date of the Supply Point Withdrawal, or in the case of (a) and (b) the latest of any such date;

3.2.2 — For so long as a Supply Point Withdrawal has not become effective in accordance with paragraph 3.2.1, the Withdrawing User shall remain liable for Supply Point Transportation Charges in respect of the Withdrawing Supply Point determined on the basis of the Supply Point Capacity and LDZ Capacity held immediately before the submission of the Supply Point Withdrawal (or in the case of an NDM Supply Point Component such capacities as revised with effect from 1 October in any Gas Year in accordance with Section H4 by reference to the new Annual Quantities and End User Categories) and for the purposes of Aggregate NDM Reconciliation the Annual Quantity of the Withdrawing Supply Point will continue to be included for the purposes of Section E7.2.2.

3.2.3 — When a Supply Point Withdrawal has become effective in accordance with paragraph 3.2.1, the User shall cease to be the Registered User and the Supply Point (and the Supply Point Registration) shall be cancelled.

3.2.4 — A Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point(s) shall be effective on the 15th Business Day after submission thereof, irrespective of whether any Shared Supply Meter Point has been Isolated, except where all of the Sharing Registered Users submit Supply Point Withdrawals on the same Day, in which case such withdrawals shall become effective only in accordance with paragraph 3.2.1.

### 3.3 — Withdrawal: Closing Meter Read

3.3.1 — Where a Supply Point Withdrawal becomes effective (under paragraph 3.2.1) in respect of an NDM Supply Meter Point and the Proposing User provides an Opening Meter Reading in accordance with Section M3.8, the Transporter will, within 5 Business Days after such Meter Reading was provided to it, notify such Meter Reading to the Withdrawing User and inform the Withdrawing User whether it passed the validation referred to in Section M3.3.8.

3.3.2 — In accordance with Section M3.8.2 an Opening Meter Reading for an NDM Supply Meter Point obtained within a period of 5 Business Days commencing on the Day 2 Business Days before the Supply Point Registration Date will be deemed for all purposes of the Code to have been obtained on the Supply Point Registration Date (and the Reconciliation Values determined accordingly).

### 3.4 — Isolation: General

3.4.1 — For the purposes of the Code and subject to paragraph 3.8:

- (a) — "**Isolation**" of a Supply Meter Point shall mean the amendment of the Supply Point Register in accordance with paragraph 3.5.4 for the purposes of securing that gas cannot be offtaken from the Total System at such point and "Isolate" shall be construed accordingly;
- (b) — "**Re-establish**" shall mean the re-setting by the Transporter of the previously recorded Isolation status of a Supply Meter Point to indicate that gas can be offtaken from the Total System at such Point and "Re-established" and "Re-establishment" shall each be construed accordingly; and
- (c) — "**T/PR/GT4**" is the document relating to the cessation of the flow of gas entitled Transporters Sealing of Equipment to Protect against Theft of Gas and Tampering, as published by the Transporters from time to time.

3.4.2—For the avoidance of doubt and subject to paragraph 3.4.3, where a Supply Meter Point has been Isolated (and unless and until an Effective Supply Point Withdrawal) the Registered User of the Supply Point in which it is comprised shall continue to be responsible for gas offtaken from the Total System at the Supply Meter Point.

3.4.3—In the case of a NDM Supply Meter Point which has been Isolated (and unless and until it is Re-established in accordance with paragraph 3.7) NDM Supply Meter Point Demand will cease to be determined in respect of that NDM Supply Meter Point in accordance with Section H2.

### 3.5—Isolation request

3.5.1—A Registered Supply Meter Point may be Isolated subject to and in accordance with this paragraph 3.5.

3.5.2—For the purposes of paragraph 3.5.1 the User shall:

- (a)—provide to the Transporter a notification complying with the following:
  - (i)—specify the identity of the User;
  - (ii)—specify the relevant Supply Point Registration Number, and the Supply Meter Point Reference Number of the Supply Meter Point;
  - (iii)—specify the date on which gas ceased to flow;
  - (iv)—contain a Valid Meter Reading obtained on the date set out in sub-paragraph (iii) above;
  - (v)—specify whether the Supply Meter Installation remains connected at the Supply Meter Point;
- (b)—have complied with paragraph 3.5.5.

3.5.3—Subject to paragraph 3.5.4, within one Day of receipt of a notice complying with paragraph 3.5.2 the Transporter will amend the Supply Point Register to set the status of the Supply Meter Point to "**Isolated**".

3.5.4—Where the Supply Meter Point is a Shared Supply Meter Point the Transporter will not amend the Supply Point Register pursuant to paragraph 3.5.3 unless all Sharing Registered Users warrant that gas flow at all Supply Meter Points has ceased.

3.5.5—Where a User provides a notification in accordance with paragraph 3.5.2 such User shall have taken all reasonable steps to ensure that all work to cease the flow of gas has been carried out by suitably competent personnel using that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable law, recognised industry standards and T/PR/GT4, engaged in the same type of undertaking and the Transporter will be entitled to assume that the User has complied with such obligation.

3.5.6—The Transporter will not amend the Supply Point Register pursuant to paragraph 3.5.3 in the event that:

- (a)—the notification submitted pursuant to paragraph 3.5.2 does not comply with the requirements set out in such paragraph; or

- (b) — the User submitting the notification is not the Registered User for the relevant Supply Meter Point on the Day that the notice is received by the Transporter.

3.5.7 — A Supply Meter Point will be treated as Isolated for the purposes of the Code (until and unless Re-established in accordance with paragraph 3.7) with effect from the Day on which the Supply Point Register was amended pursuant to paragraph 3.5.3.

### **3.6 — Urgent Cessation of Flow of Gas**

3.6.1 — Nothing in the Code shall prevent the Transporter from ceasing the flow of gas at any Supply Meter Point where it appears to the Transporter that it is necessary to do so for the purposes of ensuring safety; and, for the avoidance of doubt, where it does so the Transporter shall not be in breach of its obligation to make gas available for offtake.

3.6.2 — Where pursuant to paragraph 3.6.1 the Transporter undertakes work to cease the flow of gas at a Supply Meter Point other than at the request of the Registered User:

- (a) — the Transporter will inform the Registered User as soon as reasonably practicable after undertaking work to cease the flow of gas;
- (b) — nothing in the Code shall make the Registered User liable to make any payment to the Transporter in respect of the undertaking work to cease the flow of gas.

### **3.7 — Re-establishment**

3.7.1 — Where a Supply Meter Point has been Isolated in accordance with paragraph 3.5.4 and the Transporter becomes aware that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point then the Transporter shall notify the Registered User of such fact.

3.7.2 — Where a Supply Meter Point has been Isolated and the Registered User becomes aware (whether pursuant to paragraph 3.7.1 or otherwise) that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point it shall forthwith notify the Transporter of such fact and the Transporter shall Re-establish such Supply Meter Point.

3.7.3 — For the avoidance of doubt, in the case of an NDM Supply Meter Point which has been Re-established, NDM Supply Meter Point Demand will be determined in respect of that NDM Supply Meter Point in accordance with Section H2 from the date of such Re-establishment.

3.7.4 — Where a Supply Meter Point has been Isolated and is Re-established, and an Effective Supply Point Withdrawal has not occurred and the Supply Meter continues to remain physically connected to a System during the period from the date of Isolation to the date of Re-establishment then where gas was or is being offtaken from the Total System during such period, each Registered User in respect of the period for which it is or was the Registered User shall be liable for all charges (including without limitation Transportation Charges) associated with such Supply Meter Point as if it had not been so Isolated.

3.7.5 — Without prejudice to the generality of paragraph 3.7.4 where a Supply Meter Point has been Isolated and an Effective Supply Point Withdrawal has occurred and the Supply Meter continues to remain physically connected to a System then:

- (a) — where gas was or is being offtaken at such Supply Meter Point during such period the Relevant Registered User at the time of Isolation shall be liable for all charges (including without limitation Transportation Charges) associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred;

- (b) ~~where gas has not been offtaken (but is capable of being offtaken without further action being taken) at such Supply Meter Point during such period then the Relevant Registered User shall be liable for Capacity Charges and Customer Charges associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred.~~

3.7.6 ~~"Relevant Registered User" is the Registered User for the period commencing on the date of Isolation and ending on the next Supply Point Registration Date.~~

3.7.7 ~~Charges payable in accordance with paragraph 3.7.5 shall cease to accrue on the date when a notice has been received by the Transporter that suitable works have been undertaken to ensure that the Supply Meter Point is no longer capable of offtaking gas (without further action being taken) or until Re-establishment, provided that the Transporter will be entitled to levy such charges where the Transporter discovers that suitable works have not been undertaken.~~

### 3.8 ~~Disablement of Supply~~

3.8.1 ~~In the event that a Supply Meter Point is Isolated and:~~

- (a) ~~the Supply Meter Installation remains physically connected to a System, the User who is the Registered User at the time of such Isolation shall ensure that upon Effective Supply Point Withdrawal such Supply Meter Installation is physically disconnected from the System within 12 months from the date of such Effective Supply Point Withdrawal; and~~
- (b) ~~in the event that the Supply Meter Installation is not physically disconnected within the period specified in sub-paragraph (a) above the Transporter will (where no supply of gas is required at the Supply Meter Point) take such actions to disable the flow of gas and the User who was the Registered User at the time of Effective Supply Point Withdrawal shall pay the Transporter's costs (as contained in the Transporter's Transportation Statement) in respect thereof.~~

## 4 ~~Compensation Rules~~

### 4.1 ~~Responding to Supply Point Nominations~~

4.1.1 ~~For the purposes of this paragraph 4.1:~~

- (a) ~~the Transporter "**responds**" to a Supply Point Nomination by rejecting such nomination (in accordance with paragraph 2.3.6) or submitting a Supply Point Offer (in accordance with paragraph 2.4.1) or submitting a referral notice (in accordance with paragraph 2.3.8); and the Transporter "**further**" responds to a referred Supply Point Nomination by submitting a Supply Point Offer (in accordance with paragraph 2.4.1);~~
- (b) ~~periods within which the Transporter is to respond to a Supply Point Nomination run from the Business Day after the Supply Point Nomination was submitted; and~~
- (c) ~~a Supply Point Nomination is "**referred**" where paragraph 2.3.8 applies in relation thereto.~~

4.1.2 ~~The Transporters will respond within 12 Business Days to not less than 97% of the referred Supply Point Nominations submitted by each User in any calendar month.~~

4.1.3—If, in respect of the referred Supply Point Nominations submitted by a User in any calendar month, the Transporters do not comply with the requirement in paragraph 4.1.2, the Transporters will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$((0.97 * A) - B - C) * £30$$

where for the relevant month:

A — is the number of referred Supply Point Nominations submitted by the User in that month;

B — is the number of referred Supply Point Nominations submitted by the User in that month to which the Transporters did respond within 12 Business Days; and

C — is the number of referred Supply Point Nominations where:

(a) — the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and

(b) — the Transporter was unable to perform such site visit within 12 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 10th Business Day).

4.1.4—The Transporter will (subject to the further provisions of this paragraph 4) pay to the User £50 in respect of each referred Supply Point Nomination submitted by a User, if the Transporter does not respond within 17 Business Days provided that the Transporter will not be liable to pay such amounts where:

(a) — the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and

(b) — the Transporter was unable to perform such site visit within 17 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 15th Business Day).

4.1.5—Amounts payable under paragraph 4.1.4 are in addition to and irrespective of any amounts which may become payable in respect of any month under paragraph 4.1.3.

4.1.6—For the purposes of Section V10 the rules in paragraphs 4.1.3 and 4.1.4, are Compensation Rules within Compensation Group G; and in relation thereto the 'payment month' is the second month following that in which the relevant Supply Point Nomination was submitted.

## 4.2—Rejected Supply Point Confirmations

4.2.1—Where:

(a) — a Supply Point Offer submitted by the Transporter does not comply with the applicable requirements of Section G2.4 and the UK Link Manual;

(b) — the Proposing User submitted a Supply Point Confirmation (on the basis of such Supply Point Offer) in accordance with the requirements of this Section G; and

(c) ~~as a result of the Supply Point Offer's non-compliance (referred to in paragraph (a)) such Supply Point Confirmation was rejected~~

~~then paragraph 4.2.2 shall apply.~~

4.2.2 ~~Where this paragraph 4.2.2 applies, the Transporter will (subject to the further provisions of the Code) pay to the Proposing User an amount of £50 for each Supply Point Confirmation rejected as described in paragraph 4.2.1(c).~~

4.2.3 ~~For the purposes of Section V40, the rule in paragraph 4.2.2 is a Compensation Rule within Compensation Group E, and in relation thereto and subject to paragraph 4.2.4 the 'payment month' is the second month following that in which the Supply Point Confirmation was submitted.~~

4.2.4 ~~The Transporter will not and is not required to monitor its performance in relation to the Compensation Rules under this paragraph 4.2, and will not be required to make any payment under this paragraph 4.2 unless the User in question notifies to the Transporter the circumstances in which such payment is due not later than the expiry of the second month following that in which the Supply Point Confirmation was submitted, in which case the payment month becomes the second month after the month of such notification.~~

#### 4.3 ~~Site visits~~

4.3.1 ~~The Transporter shall be taken to have completed a Site Visit Appointment where the Transporter attends at the Supply Point Premises on a date which complies with paragraph 1.18; and~~

- ~~(a) the Transporter investigates the relevant matter (as described in paragraph 1.18); or~~
- ~~(b) the User did not attend if required to do so in accordance with paragraph 1.18.3; or~~
- ~~(c) the Transporter was unable (after reasonable attempts to do so at the time of its visit) to obtain access to the Supply Point Premises.~~

4.3.2 ~~If the Transporter does not complete all Site Visit Appointments in a calendar month, the Transporter will (subject to the further provisions of the Code) pay to the User an amount calculated as:~~

$$(A) - B) * £20$$

~~where for the relevant month:~~

~~A is the number of Site Visit Appointments due to be carried out in that month;~~

~~B is the number of Site Visit Appointments completed in accordance with paragraph 4.3.1.~~

4.3.3 ~~For the purposes of Section V40, the rule in paragraph 4.3.2 is a Compensation Rule within Compensation Group H; and in relation thereto the 'payment month' is the second month following that in which the relevant Site Visit Appointment was due to be carried out.~~

#### 4.4 ~~Conventional Notices~~

~~This paragraph 4 shall not apply in respect of a User who has elected under paragraph 1.13.1 to give Code Communications as Conventional Notices.~~

## **5 — DM SUPPLY POINT CAPACITY AND OFFTAKE RATE**

### **5.1 — Introduction**

5.1.1 Except for paragraph 5.6, this paragraph 5 applies only in respect of DM Supply Point Components comprised in an LDZ Supply Point and nothing in this paragraph 5 shall apply in respect of an NTS Supply Point Component.

5.1.2 The Supply Point Capacity which a User is registered as holding at a DM Supply Point Component shall be subject to minimum and maximum requirements in accordance with this paragraph 5.

5.1.3 Subject to the provisions of this paragraph 5, the Registered User of a DM Supply Point Component may apply to reduce or increase its Registered DM Supply Point Capacity by making a Capacity Revision Application.

5.1.4 An application ("**Capacity Revision Application**") to revise (by increasing or decreasing) Registered DM Supply Point Capacity shall specify:

- (a) the Supply Point Registration Number;
- (b) the Supply Meter Point Reference Number of the DM Supply Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in the Supply Point Component;
- (c) the revised Supply Point Capacity and (in accordance with paragraph 5.3.2) Supply Point Offtake Rate;
- (d) the date in accordance with paragraph 5.1.5 with effect from which the revision is to take effect;
- (e) the proposed Annual Quantity for the DM Supply Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in such Supply Point Component;
- (f) whether a Compressor or Booster will be installed in respect of such Supply Point Component; and
- (g) the identity of the relevant Registered User making the Capacity Revision Application and the telephone number and email address of its contact representative.

5.1.5 The date under paragraph 5.1.4(d) shall be:

- (a) except in paragraph (b), 5 Business Days; or
- (b) where it will (in accordance with paragraph 5.5) be necessary for the Transporter to assess the feasibility of making gas available for offtake, 21 Business Days;  
after the date upon which the application is submitted.

5.1.6 A User may withdraw a Capacity Revision Application by notice to the Transporter not less than 2 Business Days before the date specified pursuant to paragraph 5.1.4(d).

5.1.7 The Transporter may reject a Capacity Revision Application or an application (in accordance with paragraph 5.3.2) for a revised Supply Point Offtake Rate:



- (a) ~~in the case of a Capacity Revision Application, where the requirements of paragraph 5.1.4 are not complied with, or (in the case of an application for an increase in Supply Point Capacity) in accordance with Section V3; and~~
- (b) ~~where any other requirement of this paragraph 5 is not complied with, or in accordance with any provision of this paragraph 5 which provides for such rejection.~~

5.1.8 ~~Subject to paragraph 5.1.7, the Transporter will approve a Capacity Revision Application or (pursuant to paragraph 5.3.2) an application for a revised Supply Point Offtake Rate, and will inform the Registered User where such application is approved.~~

5.1.9 ~~For the purposes of assessing the feasibility of making gas available for offtake, the Transporter may request the Registered User to provide any of the following information:~~

- (a) ~~the amount, resulting from such increase, of any reduction in the Supply Point Capacity relating to any other DM Supply Meter Point(s) comprised in the DM Supply Point Component and the MPRN Number of such affected DM Supply Meter Point(s);~~
- (b) ~~the proposed Annual Load Profile and Daily Load Profile;~~
- (c) ~~the date from which the load profile is required;~~

~~and following such request the Registered User shall promptly provide the same to the Transporter.~~

5.1.10 ~~Where it is necessary for the Transporter to assess the feasibility of making gas available for offtake in accordance with paragraph 5.1.5(b), the Transporter will provide a response in accordance with paragraph 5.1.7 or 5.1.8 no later than the 18th Business Day following the date of receipt of the Capacity Revision Application.~~

5.1.11 ~~Where requested by the Transporter, for the purpose of enabling the Transporter to assess the Capacity Revision Application, the Registered User will promptly procure permission for the Transporter to visit the premises at which the DM Supply Meter Point is situated and access thereto.~~

5.1.12 ~~Requests for information by the Transporter in accordance with paragraph 5.1.9 and provision of information by the Registered User in accordance with paragraph 5.1.4(e), (f) and (g) and paragraph 5.1.9(a), (b) and (c) shall be communicated by facsimile or email.~~

5.1.13 ~~For the purposes of paragraph 5.1:~~

- (a) ~~“**Annual Load Profile**” is the quantity (in MWh) of gas which it is anticipated will be offtaken at the DM Supply Point Component for each month of the Gas Year so as to show the within year variation of demand on a monthly basis.~~
- (b) ~~“**Booster**” is a device (typically a centrifugal fan arrangement), located downstream of the outlet of the customer control valve, used to raise the pressure of gas by up to 200 mbar across the device.~~
- (c) ~~“**Compressor**” is a device (typically a reciprocating or screw type arrangement), located downstream of the outlet of the customer control valve on the service pipe, used to raise the pressure of gas by up to 40 mbar across the device.~~
- (d) ~~“**Daily Load Profile**” is the rate (in kWh/hour) at which it is anticipated that gas will be offtaken at the DM Supply Point Component for each hour within the Day so as to show the within day variation of demand on an hourly basis.~~

(c) — **“relevant DM Supply Meter Point”** is:

- (i) — in the case of an application to increase capacity, the DM Supply Meter Point through which gas will be offtaken in respect of such increase;
- (ii) — where a decrease only is required (other than as a result of an increase at another DM Supply Meter Point comprised in the DM Supply Point Component) the DM Supply Meter Point through which gas will be offtaken in respect of such decrease.

## 5.2 — Minimum capacity requirements

5.2.1 — Subject to paragraph 5.2.10 a Registered User's Supply Point Capacity at a DM Supply Point Component:

- (a) — shall not at any time be less than the Bottom-Stop Supply Point Capacity; and
- (b) — except within the Capacity Reduction Period or in accordance with paragraph 2.7.4(b), shall not upon the Supply Point Registration Date be less than, or thereafter be reduced below, the Prevailing Supply Point Capacity.

5.2.2 — For the purposes of the Code **“Capacity Reduction Period”** means the months of October, November, December and January in any Gas Year.

5.2.3 — Subject to paragraph 5.2.4, at any time in the Gas Year:

- (a) — subject to paragraph (d), the **“Bottom-Stop”** Supply Point Capacity in respect of a DM Supply Point Component is:
  - (i) — the amount (the **“Preceding Year Maximum Capacity”**) which is the highest User SPDQ for any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but not exceeding the Maximum Supply Point Capacity; or
  - (ii) — if higher, where there has been a Supply Point Ratchet (in accordance with Section B4.7) in the Gas Year, the amount of the Prevailing Supply Point Capacity (subject to and in accordance with paragraph 5.5.5) following such (or if more than one, the most recent) Supply Point Ratchet;
- (b) — any New Supply Meter Point, and any Supply Meter Point which has become a DM Supply Meter Point, shall be disregarded in determining the Preceding Year Maximum Capacity of a DM Supply Point Component until the Gas Year which commences next after the first month of June which falls after the First Supply Point Registration Date or (as the case may be) the date on which the Supply Meter Point became DM;
- (c) — subject to paragraphs 5.2.5 and 5.2.6, the **“Prevailing”** Supply Point Capacity in respect of the DM Supply Point Component of a Supply Point is the Supply Point Capacity for the time being held by the Registered User; and
- (d) — in the case of a DM Supply Point Component which comprises Shared Supply Meter Point(s):
  - (i) — the **“Aggregate Bottom-Stop Capacity”** shall be the amount determined (irrespective of whether there were, or which Users were, Sharing Registered Users at any relevant time) as the aggregate of the Bottom-Stop Supply Point

Capacities in accordance with paragraphs (a)(i) and (ii) for all DM Supply Point Component(s) which comprised such Supply Meter Point(s);

- (ii) — for the purposes of paragraph (a)(i) the Day by reference to which the Preceding Year Maximum Capacities are determined shall be the Day of the highest aggregate User SPDQs in respect of all relevant DM Supply Point Component(s);
- (iii) — the Sharing Registered Users jointly, or a User Agent on their behalf, may from time to time notify to the Transporter the amounts, and changes in the amounts, which are to be the Bottom-Stop Supply Point Capacities in respect of their respective DM Supply Point Components, provided that in aggregate such amounts are equal to the Aggregate Bottom-Stop Capacity; and
- (iv) — upon any change in the Users who are Sharing Registered Users, unless Bottom-Stop Supply Point Capacities are notified to the Transporter in accordance with paragraph (iii) not later than such change, the Bottom-Stop Supply Point Capacity in respect of each DM Supply Point Component shall be the Aggregate Bottom-Stop Capacity divided by the number of Firm DM Supply Point Components.

5.2.4 — In respect of the DM Supply Point Component of a Proposed Supply Point which is a New Supply Point:

- (a) — the Preceding Year Maximum Capacity shall be determined as the highest relevant daily quantity (in accordance with paragraph 5.2.5(a)) in respect of any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but shall not exceed the Maximum Supply Point Capacity; and
- (b) — the Prevailing Supply Point Capacity shall be determined as the sum of the scaled relevant daily quantities (in accordance with paragraph 5.2.5(b)) for each DM Supply Meter Point comprised in the Proposed Supply Point.

5.2.5 — For the purposes of paragraph 5.2.4:

- (a) — the relevant daily quantity in respect of a Day is the sum of the Supply Meter Point Daily Quantities (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for each DM Supply Meter Point comprised in the Proposed Supply Point in respect of that Day;
- (b) — the scaled relevant daily quantity in respect of a DM Supply Meter Point comprised in an Existing Supply Point is the selected daily quantity (under paragraph (c)); multiplied by the Prevailing Supply Point Capacity, divided by the Preceding Year Maximum Capacity, in respect of the Existing Supply Point;
- (c) — for the purposes of paragraph (b), the selected daily quantity is the Supply Meter Point Daily Quantity (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for the Supply Meter Point in respect of the Day by reference to which the Preceding Year Maximum Capacity was determined under paragraph 5.2.4(a);
- (d) — a New Supply Meter Point comprised in the Proposed Supply Point shall be disregarded; and
- (e) — for the purposes of paragraphs (a) and (c), the relevant proportion is such proportion as the Sharing Registered Users jointly or a User Agent on their behalf may notify to the Transporter before the Proposed Supply Point Registration Date, provided that such

~~proportions aggregate unity, failing which such proportion shall be one divided by the number of DM Supply Point Components which comprise the Shared Supply Meter Point.~~

~~5.2.6—At any time at which a Supply Point Offer is outstanding in respect of a Proposed Supply Point which includes a DM Supply Point Component:~~

- ~~(a) — the Proposing User may before submitting a Supply Point Confirmation notify the Transporter that the User considers that the circumstances in paragraph 5.2.7 apply;~~
- ~~(b) — where a User so notifies the Transporter:
  - ~~(i) — the User shall at the same time provide to the Transporter details of the User's reasons for its view and of the Supply Point Capacity which the User considers should be the Prevailing Supply Point Capacity, and evidence therefor;~~
  - ~~(ii) — the Transporter will consider the details and evidence provided by the User, and where it is reasonably satisfied that the circumstances in paragraph 5.2.7 do apply, will (after consultation with the User) notify the User of a reduced Supply Point Capacity; and~~
  - ~~(iii) — if the User submits a further Nomination (for the purpose of this paragraph 5.2.6) in respect of the Proposed Supply Point, the reduced Supply Point Capacity under paragraph (ii) will be the Prevailing Supply Point Capacity for the purposes of the application of paragraph 2.7.3 in respect of any Supply Point Confirmation submitted by the User; and~~~~
- ~~(c) — where in the meantime the User has submitted a Supply Point Confirmation which has become effective, the User may by submitting a Supply Point Reconfirmation revise (consistently with such reduced Prevailing Supply Point Capacity) the Supply Point Capacity which it holds at the DM Supply Point Component, and (where the User does so) any Transportation Charges already invoiced and/or paid will be redetermined (but subject to paragraph 5.2.9) on the basis that the revised Supply Point Capacity was held with effect from the Supply Point Registration Date and appropriate invoicing adjustments made in accordance with Section S.~~

~~5.2.7—The circumstances referred to in paragraph 5.2.6 are that:~~

- ~~(a) — in applying for, or for an increase in, Supply Point Capacity, or in failing (in the Capacity Reduction Period) to apply for a reduction in Supply Point Capacity, an Existing Registered User acted either:
  - ~~(i) — in bad faith, in anticipation of or in consequence of the Proposing User's (or any other User's) Proposed Supply Point Registration; or~~
  - ~~(ii) — in good faith but in a manner which cannot reasonably be considered to have been commercially prudent for the Existing Registered User in the circumstances applicable to the Existing Registered User at the time; and~~~~
- ~~(b) — as a result, the Prevailing Supply Point Capacity is substantially higher than necessary.~~

~~5.2.8—For the purposes of paragraph 5.2.7:~~

- ~~(a) — the circumstances therein described do not include a change, since the application by the Existing Registered User for Supply Point Capacity or (as the case may be) an~~

~~increase therein or the Capacity Reduction Period, in the nature or extent of the consumer's requirements for the supply of gas;~~

- ~~(b) — where the consumer's consumption of gas is weather-dependent, it shall not be considered commercially imprudent for the Existing Registered User to have held Supply Point Capacity equal to 1-in-20 peak day demand.~~

~~5.2.9 — For the purposes of paragraph 5.2.6(c), no adjustment will be made in respect of any change in the Applicable Commodity Rate (where a function of Supply Point Capacity) in relation to any relevant Transportation Charge already invoiced or paid.~~

~~5.2.10 — Where:~~

- ~~(a) — one of the Sharing Registered Users of a Supply Meter Point applies to increase its Registered Supply Point Capacity at a DM Supply Point Component which includes such Supply Meter Point; and~~
- ~~(b) — another of such Sharing Registered Users applies to reduce its Registered Supply Point Capacity at such a DM Supply Point Component with effect from the same date as; and by an amount which does not exceed the amount of, the increase applied for under paragraph (a)~~

~~then paragraph 5.2.1 shall not apply in respect of the application under paragraph (b).~~

### **5.3 — Supply Point Offtake Rate**

~~5.3.1 — The "Supply Point Offtake Rate" in respect of a DM Supply Point Component is the maximum instantaneous rate (in kWh/hour) at which a User is permitted to offtake gas from the Total System at that Supply Point Component.~~

~~5.3.2 — A User shall apply for a Supply Point Offtake Rate or revised Supply Point Offtake Rate:~~

- ~~(a) — when submitting a Supply Point Nomination (as a Proposing User) in respect of a Proposed Supply Point which includes a DM Supply Point Component;~~
- ~~(b) — when submitting a Capacity Revision Application (whether to increase or in the Capacity Reduction Period to reduce its Supply Point Capacity) in respect of a Registered DM Supply Point Component; and~~
- ~~(c) — whenever the User becomes aware that the maximum offtake rate at a Registered DM Supply Point Component may be or has been subject to any increase or decrease;~~

~~5.3.3 — Wherever a User applies for a Supply Point Offtake Rate or a revised Supply Point Offtake Rate:~~

- ~~(a) — the User shall estimate the maximum offtake rate, in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care; and~~
- ~~(b) — the Supply Point Offtake Rate for which the User applies shall be not less than, nor substantially more than, such estimate.~~

~~5.3.4 — A User shall take all reasonable steps to secure that it becomes aware of any increase or decrease (whether by reason of a change in the size or nature of, or the nature of the use of, the Consumer's Plant or otherwise) in the maximum offtake rate before and (in any event) as soon~~

as reasonably practicable after such increase or decrease occurs (without prejudice to paragraph 5.5.4(c) or Section J3.8).

5.3.5 The Supply Point Offtake Rate prevailing at any time in respect of any DM Supply Point Component will be the Supply Point Offtake Rate specified in the Supply Point Offer, subject to any increase or decrease in such Supply Point Offtake Rate which has (at such time) been approved pursuant to paragraph 5.5.4.

5.3.6 In this paragraph 5.3, the "**maximum offtake rate**" is the maximum instantaneous rate (in kWh/hour) at which gas is or is likely to be offtaken from the Total System at a Registered DM Supply Point Component.

5.3.7 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), the maximum offtake rate is to be determined as at the time of the expected greatest instantaneous rate of offtake in aggregate at all of the DM Supply Point Components which comprise such Shared Supply Meter Point(s).

#### 5.4 Absolute requirement

5.4.1 A User's Supply Point Capacity in respect of a DM Supply Point Component shall not be greater than 24 times, or less than 4 times, the Supply Point Offtake Rate; provided that in the case of an NTS Supply Point Component the User's Supply Point Capacity shall be equal to 24 times the Supply Point Offtake Rate.

5.4.2 The Transporter will reject any Supply Point Nomination in respect of a Proposed Supply Point which includes a DM Supply Point Component where the Nominated Supply Point Capacity and Supply Point Offtake Rate are not in compliance with paragraph 5.4.1.

5.4.3 the Transporter will reject any Capacity Revision Application by the Registered User of a DM Supply Point Component where the Supply Point Offtake Rate (prevailing or applied for under paragraph 5.3.2(b)) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1.

5.4.4 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), the requirements in paragraph 5.4.1 shall apply by reference to the aggregate Supply Point Capacity held and the aggregate of the Supply Point Offtake Rates in respect of all the DM Supply Point Components which comprise such Shared Supply Meter Point(s).

#### 5.5 Other requirements

5.5.1 For the purposes of this Section G, in respect of a DM Supply Point Component:

- (a) the "**Maximum Supply Point Capacity**" is the quantity which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum quantity which it is feasible to make available for offtake in a 24 hour period at the DM Supply Point Component; and
- (b) the "**Maximum Supply Point Offtake Rate**" is the instantaneous rate of offtake (in kWh/hour) which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point Component

in each case consistently with the requirements of paragraph 5.4.

- 5.5.2 The **"Provisional Maximum Supply Point Capacity"** in respect of the DM Supply Point Component of a Supply Point (other than a Proposed Supply Point which is a New Supply Point and other than an NTS Supply Point) is whichever is the lesser of:
- (a) 2 times the Prevailing Supply Point Capacity; and
  - (b) 16 times the Supply Point Offtake Rate or (in the case of a Proposed Supply Point) Nominated Supply Point Offtake Rate.
- 5.5.3 Where a Proposing User submits a Supply Point Nomination (i) for a Current Supply Point, in which the Nominated Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Nominated Supply Point Offtake Rate exceeds the Supply Point Offtake Rate for the Existing Supply Point, or (ii) for a New Supply Point:
- (a) a Supply Point Offer will not be made until the Transporter has assessed whether it is feasible to make available gas for offtake at the Nominated Supply Point Offtake Rate or (in a 24 hour period) in the amount of the Nominated Supply Point Capacity;
  - (b) where the Transporter determines that the Nominated Supply Point Capacity exceeds the Maximum Supply Point Capacity, the Supply Point Capacity specified in the Supply Point Offer will be the Maximum Supply Point Capacity; and
  - (c) where the Transporter determines that the Nominated Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the Supply Point Offtake Rate specified in the Supply Point Offer will be the Maximum Supply Point Offtake Rate.
- 5.5.4 Where the Registered User of a DM Supply Point Component (i) submits a Capacity Revision Application (for an increase) in which the increased Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Supply Point Offtake Rate (applied for under paragraph 5.3.2(b)) exceeds the prevailing Supply Point Offtake Rate, or (ii) applies for an increased Supply Point Offtake Rate pursuant to paragraph 5.3.2(c):
- (a) the application will not be approved until the Transporter has assessed whether it is feasible to make available gas for offtake at the proposed Supply Point Offtake Rate or (in a 24 hour period) in the amount of the proposed Supply Point Capacity;
  - (b) where the Transporter determines that the increased Supply Point Capacity applied for exceeds the Maximum Supply Point Capacity, the application will be approved (if otherwise approved under this paragraph 5) for the Maximum Supply Point Capacity;
  - (c) where the Transporter determines that the proposed Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the application will be approved (if otherwise approved under this paragraph 5, where relevant) for the Maximum Supply Point Offtake Rate.
- 5.5.5 Where, following the occurrence of a Supply Point Ratchet in relation to a DM Supply Point Component, the sum of the Capacity Ratchet Amount and the User's Registered Supply Point Capacity would exceed the Provisional Maximum Supply Point Capacity:
- (a) with effect from the following Day, and until the Transporter has assessed whether it is feasible to make available gas for offtake (in a 24 hour period) in the amount of such sum, the Ratchetted Supply Point Capacity shall be equal to the Provisional Maximum Supply Point Capacity;
  - (b) with effect from the time at which the Transporter has assessed such feasibility, the Ratchetted Supply Point Capacity shall be equal to the lesser of:

- (i) — the Maximum Supply Point Capacity; and
- (ii) — the sum of the User's Registered Supply Point Capacity (immediately before the Supply Point Ratchet) and the Capacity Ratchet Amount; and
- (c) — the Transporter will inform the Registered User of the Ratchetted Supply Point Capacity determined under paragraph (b) as soon as reasonably practicable after assessing such feasibility.

5.5.6 — In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), this paragraph 5.5 and paragraph 6.5.3 shall apply by reference to the aggregate of the Supply Point Capacities and Supply Point Offtake Rates, and the rates and quantities at and in which it is feasible to make gas available for offtake in aggregate, at or in respect of all the DM Supply Point Components which comprise such Shared Supply Meter Point(s); and accordingly any determination pursuant to this paragraph 5.5 or paragraph 6.5.3 will be made by reference to the expected increment in the aggregate offtake of gas from the Total System at the relevant Shared Supply Meter Point(s).

## **5.6 — Maximum NDM offtake rate**

5.6.1 — This paragraph 5.6 applies in respect of NDM Supply Point Components.

5.6.2 — Where the Registered User becomes aware that (as a result in any change in the extent or nature of the consumer's requirements for consumption of gas) there will be or there has been a threshold rate increase in respect of an NDM Supply Point Component whose Annual Quantity exceeds 732,000 kWh (25,000 therms) paragraph 5.6.5 shall apply.

5.6.3 — For the purposes of this paragraph 5.6, a "**threshold rate increase**" is an increase in the maximum rate at which gas is from time to time offtaken from the Total System at the NDM Supply Point Component of more than:

- (a) — where the Annual Quantity does not exceed 2,196,000 kWh (75,000 therms), 100 kW;
- (b) — where the Annual Quantity exceeds 2,196,000 kWh (75,000 therms), 300 kW.

5.6.4 — The Registered User shall take all reasonable steps to secure that it is made aware of any threshold rate increase before such increase occurs.

5.6.5 — In the circumstances in paragraph 5.6.2, the Registered User shall:

- (a) — notify the Transporter not less than 21 Business Days before the first time at which the threshold rate increase will occur, or if later as soon as possible after becoming aware of such increase, providing reasonable details of the amount of or reason for the increase;
- (b) — take reasonable steps to secure that no threshold rate increase, or no further offtake at the rate of the threshold rate increase, occurs until such time as the Transporter has either:
  - (i) — provided to the User the notice referred to in paragraph (c); or
  - (ii) — notified the User that it is feasible to make gas available for offtake at the Supply Point Component at the increased rate notified under paragraph (a); and



- (c) — where the Transporter notifies to the User a rate which the Transporter determines as being the maximum instantaneous rate at which it is feasible to make gas available for offtake at the Supply Point Component, secure that the rate of offtake of gas does not exceed such rate.

5.6.6 — The Transporter will not be obliged under any provision of the Code to make gas available for offtake at an NDM Supply Point Component at any rate in excess of a rate in respect of which the requirements of this paragraph 5.6 have been complied with.

### 5.7 — Supply Point Offtake Rate Review Process

5.7.1 — In accordance with this paragraph 5.7, Transporters and Users undertake, in relation to DM Supply Point Components, to annually review the Supply Point Offtake Rate at a DM Supply Point (the “**SPOR Review Process**”).

5.7.2 — The relevant Transporter, in respect of a DM Supply Point Component comprised in a LDZ Supply Point, shall provide to the Registered User of the DM Supply Point Component, prior to the last Business Day in April of each Gas Year, an annual report, detailing the information specified in paragraph 5.7.3 (the “**Transporter SPOR Report**”).

5.7.3 — The Transporter SPOR Report shall be compiled in April of each Gas Year and shall specify (where the data is available and where the Transporter considers appropriate) for each DM Supply Point Component:

- (a) — the existing Supply Point Offtake Rate for the time being held by the Registered User (the “**Existing Supply Point Offtake Rate**”);
- (b) — the single highest hourly offtake rate (in kWh/hour) recorded at the DM Supply Point during a period covering the months from October to March (inclusive) during the current Gas Year;
- (c) — the Meter Point Reference Number;
- (d) — the Supply Point Reference Number;
- (e) — the address details; and
- (f) — any further information relating to the DM Supply Point Component that the Transporter considers would assist the Registered User during the SPOR Review Process.

5.7.4 — On receipt of the Transporter SPOR Report, the Registered User will enter into discussions with the relevant consumer or consumer’s representative at each DM Supply Point and will endeavour to discuss the information detailed within the Transporter SPOR with a view to propose an appropriate Supply Offtake Rate (“**Proposed Supply Offtake Rate**”) which is reflective of consumer requirements at the DM Supply Point.

5.7.5 — For each DM Supply Point Component specified on the Transporter SPOR Report the Registered User shall provide to the relevant Transporter, prior to the last Business Day in July of each Gas Year, a report specifying:

- (a) — the Proposed Supply Point Offtake Rate; and
- (b) — where the Proposed revised Supply Point Offtake Rate is:

- (i) ~~less than or greater than the single highest hourly offtake rate provided to the Registered User in accordance with paragraph 5.7.3(b); or~~
- (ii) ~~is the same as the Existing Supply Point Offtake Rate provided to the Registered User in accordance with paragraph 5.7.3(a);~~

~~the reason or reasons (communicated to the User by the consumer) for this difference (the "Registered User SPOR Report").~~

5.7.6 ~~Where the Proposed Supply Point Offtake Rate specified under paragraph 5.7.5(a) is different to the Existing Supply Point Offtake Rate, the Registered User shall amend the Existing Supply Point Offtake Rate by applying for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b), prior to the last Business Day in August in the Gas Year, save for where a reduction in the Supply Point Capacity is also required at the DM Supply Point, then the Registered User shall apply for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b) during the period from 1 October to 31 January (inclusive) of the following Gas Year)~~

5.7.7 ~~The Transporter will reject any Proposed Supply Point Offtake Rate by the Registered User of a DM Supply Point Component where the Supply Point Offtake Rate applied for under paragraph 5.3.2(b) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1. For these purposes the Supply Point Offtake Rate shall remain unchanged, however shall be subject to the SPOR Review Process in the following Gas Year.~~

## 6 ~~INTERRUPTION~~

### 6.1 ~~Introduction~~

6.1.1 ~~This paragraph 6 contains provisions in relation to:~~

- (a) ~~the designation of Supply Point Capacity at eligible Supply Points as Interruptible, pursuant to invitation to submit, submission and acceptance of Interruption Offers;~~
- (b) ~~requirements to be satisfied by Users in respect of Interruptible Supply Points;~~
- (c) ~~the Interruption by a DN Operator of the offtake of gas from an LDZ at Interruptible Supply Points; and~~
- (d) ~~the consequences of a failure to Interrupt.~~

6.1.2 ~~For the purposes of the Code:~~

- (a) ~~Supply Point Capacity at an LDZ Supply Point is "**Interruptible**" in relation to an Interruptible Period where it is subject to Interruption in accordance with this paragraph 6 and is "**Firm**" where it is not subject to Interruption;~~
- (b) ~~Supply Point Capacity at an eligible Supply Point may be designated as Interruptible:~~
  - (i) ~~pursuant to the acceptance of an Interruption Offer under paragraph 6.4; or~~
  - (ii) ~~(upon a Supply Point Confirmation becoming effective) in accordance with paragraph 6.1.5(a) or a designation under paragraph 6.1.5(c);~~
- (c) ~~an "**Interruptible Tranche**" of Supply Point Capacity at an LDZ Supply Point is a tranche (in kWh/Day) of DM Supply Point Capacity, designated as Interruptible, defined by the Registered User consistent with the requirements in paragraph 6.1.3;~~

with an associated Interruption Allowance, Interruption Option Price and Interruption Exercise Price; and a **"proposed"** Interruptible Tranche is such a tranche which is the subject of an Interruption Offer;

- (d) **"Interruption"** in respect of a tranche of Supply Point Capacity at an LDZ Supply Point means interruption on the DN Operator's instruction (for one or more Days or parts of a Day) of the offtake of gas from the LDZ at each Supply Meter Point comprised in the LDZ Supply Point to the extent required under paragraph 6.7, and references to an Interruptible Tranche being Interrupted and to the DN Operator's right to Interrupt an Interruptible Tranche shall be construed accordingly;
- (e) an **"Interruptible Period"** is a Gas Year or other period in which Supply Point Capacity at a Supply Point is designated as Interruptible;
- (f) an LDZ Supply Point is an **"Interruptible"** Supply Point in an Interruptible Period where the Registered User holds Interruptible Supply Point Capacity at the LDZ Supply Point in that period;
- (g) in relation to an Interruptible Tranche of Supply Point Capacity at a Supply Point and an Interruptible Period:
  - (i) the **"Interruption Option Price"** is the amount (if any) that the DN Operator is required (irrespective of Interruption) to pay to the User, in respect of each Day of the Interruptible Period, in respect of the designation of such Supply Point Capacity as Interruptible;
  - (ii) the **"Interruption Exercise Price"** is the amount (if any) that the DN Operator is required to pay to the User in respect of each Day upon which the DN Operator Interrupts such Interruptible Tranche;
  - (iii) the **"Overall Interruption Price"** is the amount (if any) that the DN Operator would pay in total by way of Interruption Exercise Price (on the assumption of Interruption on every Day of the Interruption Allowance) and Interruption Option Price

each expressed in pence per kWh/Day of Supply Point Capacity;
- (h) the **"Interruption Allowance"** is the number of Days in an Interruptible Period on which an Interruptible Tranche of Supply Point Capacity may be Interrupted;
- (i) the **"Minimum Interruptible Amount"** is the minimum amount of Supply Point Capacity which may be comprised in an Interruptible Tranche, determined (in relation to an Interruption Zone) in accordance with the Interruptible Capacity Methodology and specified in an Interruption Invitation, subject to paragraph 6.2.5;
- (j) an **"eligible"** Supply Point is an LDZ Supply Point for which the Annual Quantity is greater than 5,860,000 kWh (200,000 therms);

6.1.3 References in this paragraph 6 to Supply Point Capacity are to DM Supply Point Capacity; and NDM Supply Point Capacity and quantities of gas offtaken at an NDM Supply Point Component of an Interruptible Supply Point shall be disregarded for the purposes of this paragraph 6.

6.1.4 The designation of Interruptible Tranches of Supply Point Capacity in respect of any Interruptible Period at an LDZ Supply Point must satisfy the following requirements:

- (a) ~~the number of Interruptible Tranches shall not exceed nine (9);~~
- (b) ~~the aggregate amount of the Interruptible Tranches shall not exceed (but need not be equal to) the amount of the Registered Supply Point Capacity;~~
- (c) ~~the amount of each Interruptible Tranche shall not be less than the Minimum Interruptible Amount.~~

6.1.5 ~~Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which includes any Supply Meter Point comprised in an Existing Supply Point which is Interruptible in any Interruptible Period (an "existing" Interruptible Supply Point):~~

- (a) ~~the DN Operator will provide details of the Interruptible Tranches of the existing Interruptible Supply Point to the User within two (2) days after submission of the Supply Point Confirmation (and such details will not have been provided earlier in the Supply Point Offer);~~
- (b) ~~if the Proposed Supply Point is a Current Supply Point, the Proposed Supply Point shall be an Interruptible Supply Point in relation to such Interruptible Period, having the same Interruptible Tranches of Supply Point Capacity (with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices) as the existing Interruptible Supply Point, subject to paragraph 6.1.6;~~
- (c) ~~if the Proposed Supply Point is a New Supply Point, the DN Operator may reject the Supply Point Confirmation unless:~~
  - (i) ~~not less than seven (7) days before the Proposed Supply Point Registration Date, the relevant Users collectively notify to the DN Operator a designation (complying with the requirements in this paragraph 6) of tranches of Supply Point Capacity at the relevant Proposed Supply Points as Interruptible in the Interruptible Period such that there are (at the relevant Proposed Supply Points) Interruptible Tranches having in aggregate the same amounts, and with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices, as those at the Current Supply Point, subject to paragraph 6.1.6(b)(v); and~~
  - (ii) ~~the Supply Point Confirmations in respect of all relevant Proposed Supply Points become effective;~~

~~(where a relevant Proposed Supply Point is any Proposed Supply Point which includes any Supply Meter Point comprised in the Interruptible Existing Supply Point, and a relevant User is the Proposing User of any relevant Proposed Supply Point):~~

6.1.6 ~~Where in relation to an Interruptible Supply Point:~~

- (a) ~~the amount of Supply Point Capacity held by the Registered User is subject to an increase pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is greater than the Prevailing Supply Point Capacity, the increased amount of Supply Point Capacity shall be Firm and there shall be no effect on the Interruptible Tranches of Supply Point Capacity in any Interruptible Period;~~
- (b) ~~the amount of Supply Point Capacity held by the Registered User is subject to a decrease pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is less than the Prevailing Supply Point Capacity, the amount of the decrease shall be applied in relation to each~~

Interruptible Period so as to reduce or extinguish the Interruptible Tranches and/or reduce the Firm Supply Point Capacity in such manner as may be agreed between the DN Operator and the Registered User (or, in the case of a Supply Point Confirmation, the Proposing User) or, in the absence of such agreement, in accordance with the following provisions:

- (i) — the Interruptible Tranches in relation to such Interruptible Period shall be ranked in order of Overall Interruption Price, highest priced first;
- (ii) — the amount of the decrease in Supply Point Capacity shall be applied (so as to reduce or extinguish each such tranche) against the Interruptible Tranches in the order ranked, until the amount of the decrease has been fully applied or all Interruptible Tranches have been extinguished;
- (iii) — the remaining amount (if any) of the decrease in Supply Point Capacity shall be applied so as to reduce the amount of the Firm Supply Point Capacity;
- (iv) — if (pursuant to paragraph (ii)) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm;
- (v) — in the case of a Supply Point Confirmation for a New Supply Point:
  - (1) — the provisions of paragraphs (i) to (iv) shall be applied in relation to the existing Interruptible Supply Point(s) (in aggregate, if more than one); and
  - (2) — paragraph 6.1.5(c) shall apply after, and on the basis of the Interruptible Tranches as determined pursuant to, paragraph (1).

6.1.7 — If at any time an Interruptible Supply Point ceases to be an eligible Supply Point, the DN Operator may elect, by giving not less than two (2) months' notice to the Registered User, that the Supply Point shall cease to be Interruptible, in which case all Interruptible Tranches of Supply Point Capacity (in respect of any Interruptible Period) shall be redesignated as Firm with effect from the date of such election.

6.1.8 — The Interruption Option Price in respect of any Interruptible Tranche:

- (a) — shall be determined Daily in respect of the amount of the Interruptible Tranche on each Day of the Interruptible Period to which it relates, after taking account of any decrease in such amount pursuant to paragraph 6.1.6(b) and any redesignation of Supply Point Capacity as Firm in accordance with paragraph 6.5 or 6.6.7(b)(i);
- (b) — shall be invoiced and is payable (irrespective of whether the DN Operator exercises its right of Interruption) monthly in arrears, in accordance with Section S.

6.1.9 — Subject to paragraph 1.5.4 (and without prejudice to the requirement for a Supply Point Reconfirmation), the Registered User of an Interruptible Supply Point may require that any Supply Meter Point whose Annual Quantity is not less than 2,196,000 kWh (75,000 therms) be comprised in the DM Supply Point Component of such Interruptible Supply Point with effect from the start of an Interruptible Period.

6.1.10 — Without prejudice to the generality thereof, the indemnity provided for in Section V41.1.1 shall apply in respect of the taking of any steps or the exercise by the Transporter of any entitlement provided for in this paragraph 6.

## 6.2—**Interruption Invitations**

6.2.1—For the purposes of this paragraph 6:

- (a)——an "**Interruption Offer**" is an offer by a User to designate one or more tranches of DM Supply Point Capacity at an eligible Supply Point as Interruptible in any Interruptible Period;
- (b)——an "**Interruption Invitation**" is an invitation by a DN Operator to Users to submit Interruption Offers in relation to Supply Points in an LDZ or part of an LDZ;
- (c)——an "**invitation date**" is a date on which Users may submit Interruption Offers pursuant to an Interruption Invitation;
- (d)——the "**Interruptible Capacity Methodology**" is the methodology established by each DN Operator and approved by the Authority setting out:
  - (i)——the financial terms (including terms as to Interruption Option Price and Interruption Exercise Price) on which Interruption Offers may be made;
  - (ii)——the basis on which Interruption Offers will be ranked for selection;
  - (iii)——the basis on which Interruption Zones within an LDZ may be defined;
  - (iv)——different numbers of Days in an Interruptible Period which may comprise an Interruption Allowance;
  - (v)——the basis on which Minimum Interruptible Amounts will be determined;
  - (vi)——such further matters as may be contemplated by this paragraph 6 or otherwise which the DN Operator may (with the approval of the Authority) decide to include;
- (e)——an "**Interruption Zone**" is the LDZ or part of an LDZ (determined in accordance with the Interruptible Capacity Methodology) in respect of which an Interruption Invitation is issued.

6.2.2—In each Gas Year (Y) a DN Operator shall invite Interruption Offers by Users in respect of each of Gas Years Y+4 to Y+8 inclusive, and may invite Interruption Offers in respect of Gas Years Y+1 to Y+3 inclusive (each a separate Interruptible Period) by an "**annual**" Interruption Invitation, in relation to which:

- (a)——the invitation dates shall be ten (10) consecutive Business Days in June of Gas Year Y;
- (b)——the first such invitation date shall be not less than twenty eight (28) Days after the Interruption Invitation is issued.

6.2.3—A DN Operator may invite Interruption Offers at any other time and in respect of any other Interruptible Period (whether comprising all of part of any Gas Year), by an "**ad-hoc**" Interruption Invitation, in relation to which the invitation date(s) shall be such date or dates as the DN Operator may decide.

6.2.4—An Interruption Invitation shall specify:

- (a)——the identity of the DN Operator;

- (b) — the Interruptible Period(s) in respect of which the invitation is issued;
- (c) — the Interruption Zone(s) in respect of which the invitation is issued;
- (d) — the invitation date(s);
- (e) — the Minimum Interruptible Amount in respect of each Interruption Zone, subject to paragraph 6.2.5;
- (f) — the available Interruption Allowances (in accordance with the Interruptible Capacity Methodology);
- (g) — in respect of each of the available Interruption Allowances, the amount (if any), as estimated by the DN Operator at the time the Interruption Invitation is issued, of Supply Point Capacity (in excess of the amount which, at the time of the Interruption Invitation, is already Interruptible) in the Interruption Zone required to be Interruptible in each Interruptible Period;
- (h) — the maximum number (if greater than one) of alternative Interruption Offers which may be submitted in respect of any Supply Point, tranche of Supply Point Capacity and Interruptible Period;
- (i) — such further terms and conditions of the invitation as may be required or permitted by the Interruptible Capacity Methodology.

6.2.5 The Minimum Interruptible Amount specified in respect of an Interruption Zone in an Interruption Invitation relating to any Interruptible Period may not be greater than the Minimum Interruptible Amount in respect of that Interruption Zone (or any other Interruption Zone which falls wholly or partially in that Interruption Zone) in any earlier Interruption Invitation relating to that Interruptible Period.

### 6.3 — Interruption offers

6.3.1 The Registered User of an eligible Supply Point in the relevant Interruption Zone may submit Interruption Offers pursuant to an Interruption Invitation in accordance with this paragraph 6.3.

6.3.2 An Interruption Offer shall specify:

- (a) — the identity of the User;
- (b) — the Interruption Invitation in respect of which the Interruption Offer is made;
- (c) — the Supply Point (within the relevant Interruption Zone) in respect of which the Interruption Offer is made;
- (d) — the Interruptible Period(s) in respect of which the Interruption Offer is made;
- (e) — the following details (consistent with the requirements in paragraphs 6.1.4 and 6.3.3) of each proposed Interruptible Tranche:
  - (i) — the amount (in kWh/Day of Supply Point Capacity) of the proposed Interruptible Tranche;
  - (ii) — the Interruption Allowance (being one of the available allowances in the Interruption Invitation);

(iii) ~~the Interruption Option Price (in pence per kWh/Day of Interruptible Supply Point Capacity);~~

(iv) ~~the Interruption Exercise Price (in pence per kWh/Day of Supply Point Capacity per Day of Interruption); and~~

(f) ~~such further details as may be permitted or required by the Interruptible Capacity Methodology;~~

6.3.3 ~~Where (pursuant to an earlier Interruption Invitation) a Supply Point is already an Interruptible Supply Point in an Interruptible Period, an Interruption Offer in relation to that Interruptible Period (or in the case of an ad-hoc Interruption Invitation, an Interruptible Period falling within that period):~~

(a) ~~may specify additional proposed Interruptible Tranches, provided that the requirements in paragraph 6.1.4(a) and (b) shall apply in respect of the existing and proposed Interruptible Tranches in aggregate;~~

(b) ~~subject to any requirements in the Interruptible Capacity Methodology, may specify an increase in the Interruption Allowance in respect of any existing Interruptible Tranche;~~

6.3.4 ~~A User may submit an Interruption Offer, and may withdraw or modify an Interruption Offer already submitted in respect of the Interruption Invitation, at any time between 08:00 hours and 17:00 hours on an invitation date.~~

6.3.5 ~~In relation to an Interruption Invitation, Supply Point, proposed Interruptible Tranche and Interruptible Period, a User may have, at any one time, up to but no more than the number prescribed in the Interruption Invitation of Interruption Offers capable of acceptance by a DN Operator.~~

6.3.6 ~~A DN Operator may reject an Interruption Offer where:~~

(a) ~~the Interruption Offer is made in respect of an Supply Point which is not an eligible Supply Point;~~

(b) ~~the User submitting the Interruption Offer is not the Registered User of the Supply Point in respect of which the Interruption Offer is made;~~

(c) ~~the Interruption Offer does not comply with any of the requirements in paragraphs 6.1.4, 6.3.2 and (if applicable) 6.3.3;~~

(d) ~~the Interruption Offer does not comply with any other requirement specified (consistent with the Interruptible Capacity Methodology) in the Interruption Invitation.~~

6.3.7 ~~The DN Operator will inform the User of the rejection of an Interruption Offer pursuant to paragraph 6.3.6 within two (2) Business Days after the invitation date on which the offer was submitted.~~

#### **6.4 — Acceptance of Interruptible Offers**

6.4.1 ~~In relation to each Interruption Invitation, the DN Operator shall:~~

(a) ~~select Interruption Offers (from those prevailing at the end of the last invitation date) for acceptance in accordance with the Interruptible Capacity Methodology;~~



- (b) ~~in the case of an ad-hoc Interruption Invitation, not more than twenty-eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted; and~~
- (c) ~~in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted.~~

6.4.2 ~~Where the DN Operator accepts an Interruption Offer:~~

- (a) ~~the proposed Interruptible Tranche subject to the Interruption Offer shall be designated as Interruptible;~~
- (b) ~~the DN Operator shall be liable to pay the User the Interruption Option Price in accordance with paragraph 6.1.8.~~

6.4.3 ~~In relation to each Interruption Invitation, the DN Operator will publish the details set out in paragraph 6.4.4, in respect of the LDZ as a whole, and separately in respect of each Interruption Zone in respect of which Interruption Offers submitted by at least three (3) Users were accepted:~~

- (a) ~~in the case of an ad-hoc Interruption Invitation, not more than twenty-eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation; and~~
- (b) ~~in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation.~~

6.4.4 ~~The details referred to in paragraph 6.4.3 are:~~

- (a) ~~the number of Interruption Offers received;~~
- (b) ~~the number of Interruption Offers accepted by the DN Operator;~~
- (c) ~~the aggregate amount of Supply Point Capacity in respect of which Interruption Offers were received;~~
- (d) ~~the aggregate amount of Supply Point Capacity which was designated as Interruptible pursuant to Interruption Offers accepted by the DN Operator;~~
- (e) ~~the highest and lowest Overall Interruption Prices submitted by Users; and~~
- (f) ~~the highest and lowest Overall Interruption Prices submitted by Users under Interruption Offers which were accepted.~~

**6.5 Redesignation of Supply Point Capacity as Firm**

6.5.1 ~~The Registered User of an Interruptible Supply Point may at any time (other than in a period between the issue of an Interruption Invitation and the last of the invitation dates under such invitation) apply to the DN Operator to redesignate Interruptible Supply Point Capacity as Firm, by notice specifying:~~

- (a) ~~the identity of the Supply Point;~~
- (b) ~~the date ("redesignation date"), not less than two months after the application is made, with effect from which the redesignation is requested to take effect;~~

(c) ~~the quantity of Supply Point Capacity to be redesignated as Firm.~~

6.5.2 ~~The DN Operator shall accept an application to redesignate Interruptible Supply Point Capacity as Firm with effect from the redesignation date unless the DN Operator determines and notifies the User that the Firm Transportation Requirement will not (at such date or at any time thereafter) be satisfied, in which case the application shall lapse.~~

6.5.3 ~~For the purposes of the Code the "Firm Transportation Requirement" in respect of an Interruptible Tranche of Supply Point Capacity is the requirement that (after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points) it would be feasible, without the right of Interruption of such Interruptible Tranche, to make gas available for offtake at the Supply Point at a rate not less than the Supply Point Offtake Rate and in quantities (in a twenty-four (24) hour period) in the amount of the Supply Point Capacity.~~

6.5.4 ~~Where an application to redesignate Interruptible Supply Point Capacity as Firm is accepted, in relation to each relevant Interruptible Period:~~

- (a) ~~the Interruptible Tranches of Supply Point Capacity shall be ranked in order of Overall Interruption Price, highest-priced first;~~
- (b) ~~the Supply Point Capacity in each such tranche, in the order ranked, shall be redesignated as Firm, until the requested amount of Supply Point Capacity has been redesignated or (as the case may be) all of the Interruptible Supply Point Capacity has been redesignated;~~
- (c) ~~if (pursuant to paragraph (b)) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm.~~

6.5.5 ~~For the purposes of paragraph 6.5.3:~~

- (a) ~~a relevant Interruptible Period is any Interruptible Period, commencing from the Interruptible Period in which the redesignation date falls, for which there is Interruptible Supply Point Capacity at the Supply Point;~~
- (b) ~~the redesignation shall take effect with effect from the redesignation date.~~

## **6.6 Requirements as to Interruptible Supply Points**

6.6.1 ~~By submitting an Interruption Offer in respect of an LDZ Supply Point in relation to any Interruptible Period, or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point, and by not applying to redesignate Supply Point Capacity as Firm at any time, the Registered User represents to the DN Operator that, or where the User is not the supplier that the supplier has represented to the User that, the requirement in paragraph 6.6.2 will be complied with.~~

6.6.2 ~~The requirement referred to in paragraph 6.6.1 is that the contract or contracts of supply to the consumer, in force at the time of the User's action or omission under paragraph 6.6.1, oblige the consumer to give effect to Interruption (including in the case where the requirement for Interruption is notified by the DN Operator under paragraph 6.8.4) to the extent required on the basis of the Interruptible Tranches of Supply Point Capacity which will exist as a result of such action or omission.~~

6.6.3 ~~Where a User is or is to become the Registered User of one or more Interruptible Supply Points the User shall:~~

- (a) — not later than the relevant date (in accordance with paragraph 6.6.6) in respect of the first Interruptible Supply Point of which it becomes Registered User, provide to the DN Operator at least one telephone number and at least one (1) facsimile number (but not more than four (4) numbers in total) by means of which the DN Operator may contact, twenty-four (24) hours a Day, a representative of the User, and the name(s) or title(s) of not more than three (3) representatives of the User who may be contacted at such numbers;
- (b) — maintain the details provided under paragraph (a) up to date, and notify the DN Operator of any change in such details before such change takes effect; and
- (c) — secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) or by facsimile.

6.6.4 — A User shall, in relation to each Interruptible Supply Point of which it is or is to become the Registered User:

- (a) — not later than the relevant date (in accordance with paragraph 6.6.6), provide to the DN Operator:
  - (i) — in accordance with paragraph (e), the names and/or job titles of representatives of the consumer ("**interruption contacts**") (who, for the avoidance of doubt, may be the same contacts as those referred to in Section Q as "emergency contacts"), provided that the total number of interruption contacts provided for under this paragraph (and emergency contacts provided for under Section Q) shall not exceed five (5) in relation to any Supply Point;
  - (ii) — at least one (1) (but not more than four (4)) telephone numbers for each interruption contact by means of which the DN Operator may contact, twenty-four (24) hours a day, at least one interruption contact; and
  - (iii) — one (1) facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions twenty-four (24) hours a day;
- (b) — take all reasonable steps to secure that the details provided under paragraph (a) are maintained up to date and to notify the DN Operator of any change in such details before such change takes effect;
- (c) — take all reasonable steps to secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) and by facsimile;
- (d) — secure that the consumer acknowledges the right of the DN Operator to contact the consumer in the circumstances in paragraph 6.8.4 and undertakes to comply with any notification by the DN Operator thereunder; and
- (e) — for the purposes of paragraph (a):
  - (i) — in the case of an Interruptible Supply Point in respect of any site which is manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than four (4) interruption contacts; and
  - (ii) — in the case of an Interruptible Supply Point in respect of any site which is not manned twenty-four (24) hours a day, provide to the DN Operator the name(s)

and/or job title(s) of at least one (1) but not more than two (2) interruption contacts;

6.6.5—For the purposes of enabling the DN Operator to plan the exercise of its rights as to Interruption of Interruptible Supply Points, in relation to each Gas Year the Registered User of an Interruptible Supply Point will, if so required by the DN Operator, not later than the relevant date (in accordance with paragraph 6.6.6) and thereafter from time to time upon any significant change in such details, obtain from the consumer or supplier and provide to the DN Operator the consumer's best estimate of the following details:

- (a) — whether or not gas is likely in normal circumstances to be offtaken at or between particular times of Day specified by the DN Operator for the purposes of this paragraph 6.6.5;
- (b) — the maximum quantity of gas to be offtaken on any Saturday and on any Sunday; and
- (c) — holiday periods in each year during which gas will not be offtaken from the LDZ at the Supply Point (or the DM Supply Point Component thereof);

6.6.6—For the purposes of paragraphs 6.6.3, 6.6.4 and 6.6.5, the relevant date in respect of an Interruptible Supply Point in relation to a User is:

- (a) — the day which is twenty eight (28) days before the start of the first Interruptible Period in respect of which the User submitted any Interruption Offer in relation to that Supply Point; or
- (b) — (as the case may be) the date on which the User submits a Supply Point Confirmation as provided in paragraph 6.1.5.

6.6.7—If the User fails to comply with any of the requirements in paragraphs 6.6.3, 6.6.4 and 6.6.5, then (without prejudice to the User's continuing obligation to comply):

- (a) — the DN Operator may notify the User of such failure;
- (b) — if within five (5) Business Days after the DN Operator's notification under paragraph (a) the User has not remedied such failure to comply:
  - (i) — the DN Operator may give notice to the User to the effect that the Supply Point Capacity comprised in all or any of the Interruptible Tranches in relation to any Interruptible Period is redesignated as Firm;
  - (ii) — in any event, the DN Operator shall not be liable to pay the Interruption Option Price in respect of any Interruptible Tranche in respect of any month until the failure to comply is remedied.

6.6.8—Where in relation to any Interruptible Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:

- (a) — exercises (other than pursuant to an Interruption Notice under paragraph 6.8.1) any entitlement to require the consumer to discontinue consuming gas offtaken from the LDZ on a Day; or
- (b) — having exercised such an entitlement, authorises the consumer to resume such consumption

~~the Registered User will as soon as reasonably practicable, and in accordance with paragraph 6.6.10, inform the DN Operator of the matters set out in paragraph 6.6.9, provided that the Registered User shall use reasonable endeavours to inform the DN Operator not more than one (1) hour after such discontinuance and/or not less than one (1) hour before such resumption.~~

~~6.6.9—The matters to be informed by the Registered User to the DN Operator pursuant to paragraph 6.6.8 are:—~~

- ~~(a)—the identity of the Interruptible Supply Point;~~
- ~~(b)—the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and~~
- ~~(c)—an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.~~

~~6.6.10—For the purposes of paragraph 6.6.8 the User will give the relevant information to the DN Operator by means of telephone or facsimile, unless it has given to the DN Operator not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the DN Operator for the purposes of paragraph 6.6.8 only by Batch Transfer Communication, and will promptly inform the DN Operator by telephone or facsimile of the transmission of each such Batch Transfer Communication.~~

~~6.6.11—Where the DN Operator notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 6.6.10, that User will promptly send to the DN Operator by facsimile the information contained in that Batch Transfer Communication.~~

~~6.6.12—Where the Transporter reasonably determines, in relation to an Interruptible Supply Point with a DM Supply Point Component whose Annual Quantity does not exceed 58,600,000 kWh (2,000,000 therms), that (by reason of the location or other characteristics of the part of the System in which the Supply Point is located, or the nature of the Consumer's Plant) the operational benefits of the Transporter's ability to Interrupt the Supply Point would be materially diminished unless individual Output Nominations are made in respect of the Supply Point, the Transporter may designate the Supply Point as requiring individual Output Nominations for the purposes of Section A4.5.3.~~

~~6.6.13—Any designation under paragraph 6.6.12 shall be:~~

- ~~(a)—in the case of an existing Supply Point Registration, by notice to the Registered User not later than the fifth (5th) Business Day in September in the Gas Year preceding the first Gas Year in which such designation is to be effective; or~~
- ~~(b)—in the case of a Proposed Supply Point Registration, in the Supply Point Offer.~~

## **6.7—Interruption**

~~6.7.1—The DN Operator shall be entitled, in accordance with the further provisions of this paragraph 6, to require Interruption on a number of Days in an Interruptible Period not exceeding the Interruption Allowance, in respect of any Interruptible Tranche of Supply Point Capacity at a Supply Point.~~

~~6.7.2—Where (in accordance with this paragraph 6) the DN Operator requires Interruption at a Supply Point, the Registered User shall secure that the requirements in paragraph 6.7.3 are complied with:~~

6.7.3 The requirements are that:

- (a) at all times at which the requirement for Interruption is in force, the rate of offtake of gas, in kWh/hour, at the Supply Point does not exceed a rate of offtake determined as follows:

$$SPOR * (SPC - IT) / SPC$$

and

- (b) on each Day or part Day of Interruption the quantity of gas offtaken, in kWh, during the period in which the requirement for interruption is in force, does not exceed a quantity determined as follows:

$$(SPC - IT) * H / 24$$

where

SPOR is the Supply Point Offtake Rate;

SPC is the Registered Supply Point Capacity;

IT is the amount or aggregate amount (in kWh/Day) of the Interruptible Tranche or Interruptible Tranches which were subject to Interruption pursuant to the relevant requirement;

H is the period in hours on the Day during which the requirement for Interruption was in force.

6.7.4 Subject to paragraph 6.7.5, the DN Operator may require Interruption at an Interruptible Supply Point:

- (a) for operational purposes in connection with the management of its System, or
- (b) on not more than three (3) Days in any Gas Year, where the DN Operator has any reasonable doubt as to whether the requirements in paragraph 6.6.2 are satisfied or the provisions of this paragraph 6.7 in relation to Interruption are or are capable of being complied with in respect of the Supply Point, for the purposes of verifying such matters

and the DN Operator may, where it has issued an Interruption Notice pursuant to paragraph (a) or (b), issue a replacement Interruption Notice pursuant to the other sub-paragraph and from the time at which such replacement notice takes effect all rights, obligations or restrictions applicable to such replacement notice shall apply accordingly and shall supersede those applicable to the replaced notice.

6.7.5 The number of Days (including parts of a Day) in respect of which the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity in any Interruptible Period shall not exceed the Interruption Allowance.

6.7.6 Where the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity, the DN Operator shall pay to the Registered User the Interruption Exercise Price invoiced and payable in accordance with Section S in respect of such Interruptible Tranche, for each Day (including part of a Day) of such Interruption.

6.7.7—For the purposes of paragraphs 6.7.6 and 6.7.7, a Day in respect of which the DN Operator gives more than one Interruption Notice in respect of an Interruptible Tranche shall be counted only as one (1) Day of Interruption of the Interruptible Tranche.

6.7.8—The exercise by the DN Operator of any right (other than pursuant to this paragraph 6.7) to require or secure the discontinuance or reduction of offtake at any Supply Meter Point shall not count towards the use of any Interruption Allowance or otherwise count as Interruption for the purposes of this paragraph 6.7.

6.7.9—For the purposes of this paragraph 6, where an Interruption Notice is given in relation to an Interruptible Supply Point, the requirement for Interruption pursuant to that notice is "**in force**" with effect from the Interruption Start Time specified in the notice until:

- (a) — the time specified in the DN Operator's notification under paragraph 6.8.5 or (if no time is specified) the time that such notification is given, or
- (b) — if earlier, the Interruption Start Time under another Interruption Notice relating to the same Interruptible Supply Point.

## 6.8—Interruption Notification Requirements

6.8.1—Where the DN Operator requires or has a revised requirement for Interruption in respect of one or more Interruptible Tranches at one or more Supply Points, the DN Operator will give to the Registered User, not less than five (5) hours before the time ("**Interruption Start Time**") with effect from which Interruption is required, notice ("**Interruption Notice**") specifying:

- (a) — the Supply Points and (for each Supply Point) the Interruptible Tranche(s), to be Interrupted;
- (b) — the Gas Flow Day;
- (c) — the Interruption Start Time; and
- (d) — the DN Operator's estimate (which shall not bind the DN Operator) of the time at which the requirement for Interruption will cease to apply.

6.8.2—The User may request by telephone or facsimile an alteration to the Supply Points and Interruptible Tranches specified in the Interruption Notice; and where not less than five (5) hours before the Interruption Start Time the DN Operator and the User have agreed (but so that the DN Operator shall not be required to agree) upon such an alteration, the Interruption Notice will be revised accordingly and resubmitted by the DN Operator to the User as soon as reasonably practicable.

6.8.3—The User shall, by telephone or facsimile (or otherwise in accordance with this paragraph 6.8):

- (a) — not later than thirty (30) minutes after Interruption Notice was given, acknowledge receipt of that notice;
- (b) — not later than five (5) hours after Interruption Notice was given, confirm to the DN Operator that Interruption (in accordance with such notice) has taken place or shall take place; and
- (c) — as soon as reasonably practicable, notify the DN Operator of any facts or circumstances known to the User that might prevent Interruption from taking place or cause Interruption to take place after the Interruption Start Time;

6.8.4—Where the User has not acknowledged receipt of an Interruption Notice within thirty (30) minutes after such notice was given, the DN Operator may not less than four (4) hours before the Interruption Start Time notify the requirement for Interruption at each relevant Supply Point directly to the consumer, specifying the Gas Flow Day, Interruptible Tranches subject to Interruption and Interruption Start Time.

6.8.5—Where the DN Operator has given an Interruption Notice (which has not been superseded by another such notice) in respect of any Interruptible Tranche(s) of Supply Point Capacity, as soon as reasonably practicable after the DN Operator determines that the requirement for Interruption at that Interruptible Tranche no longer applies or will at a certain time cease to apply (having regard to the circumstances in accordance with paragraph 6.7.4 in which such notice was given), the DN Operator will so notify the User specifying the time (where later than the time of such notification) at which the requirement for Interruption will no longer apply.

## 6.9—Not Used

## 6.10—Failure to Interrupt

6.10.1 For the purposes of the Code:

- (a)—subject to paragraph (b), there is a "**failure to Interrupt**" in relation to an Interruptible Tranche of Supply Point Capacity where, on any occasion on which the DN Operator requires Interruption in respect of the Supply Point, either of the requirements in paragraph 6.7.3 is not complied with on any Day (the "**failure Day**") during which the requirement for Interruption was in force;
- (b)—a failure to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b) will be counted as a failure to Interrupt for the purposes of paragraph 6.10.2 if:
  - (i)—the User does not demonstrate to the reasonable satisfaction of the DN Operator that all appropriate steps are being taken to ensure that such a failure does not recur at the relevant Supply Point; or
  - (ii)—the failure is the third failure occurring at the relevant Supply Point during the same Gas Year to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b)
 but not otherwise; provided that any such failure shall be counted as a failure to interrupt for the purposes of paragraph 6.10.6;
- (c)—for the purposes of paragraph 6.10.1(b), a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point.

6.10.2 Where there is a failure to Interrupt at a Supply Point:

- (a)—irrespective of whether the failure to Interrupt resulted from Force Majeure, and irrespective of the size and number of the Interruptible Tranches which were subject to Interruption, where the DN Operator determines that the failure to Interrupt results in a significant risk to the security of the relevant System the DN Operator may take any steps available to it to isolate or disconnect any or all Supply Meter Points (irrespective of whether any is a Shared Supply Meter Point) comprised in the Supply Point; and



- (b) — save to the extent the failure to Interrupt resulted from Force Majeure, and subject to paragraph 6.10.8, the Registered User shall pay, in respect of each failure Day, a charge determined as the aggregate, for all Interruption Notices under which the requirement for Interruption was in force on that Day, of the following:

$$X = 2 * Y * Z$$

where:

X — is the amount payable in respect of each Interruption Notice in respect of the failure Day;

Y — is the greater of:

Y1 — the aggregate quantity (in kWh) of gas offtaken at the Supply Point, at any time or times on the Day at which the requirement for Interruption was in force, at a rate in excess of the rate permitted in paragraph 6.7.3(a); and

Y2 — the quantity (in kWh) offtaken, during the period in the Day in which the requirement for Interruption was in force, in excess of the quantity permitted in paragraph 6.7.3(b);

Z — is the greater of:

Z1 — the Applicable Annual Rate of the LDZ Capacity Charge in respect of the Supply Point; and

Z2 — the weighted average Overall Interruption Price applicable in respect of the Interruptible Tranches which the User is treated as having failed to Interrupt, determined in accordance with paragraph (e);

- (c) — for the purposes of determining 'Z2':

(i) — the Interruptible Tranches which were subject to Interruption shall be ranked in order of Overall Interruption Price, highest-priced first;

(ii) — the quantity 'Y' shall be allocated to such Interruptible Tranches in the order ranked, until such quantity has been allocated in full;

(iii) — the Interruptible Tranches which the User is treated as having failed to Interrupt shall be the tranches to which the quantity 'Y' was so allocated (and where the amount or remaining unallocated amount of the quantity 'Y' is less than the amount of the relevant Interruptible Tranche, such amount or remaining unallocated amount is the "**failed portion**" of such tranche);

(iv) — the weighted average Overall Interruption Price is determined as follows:

$$\frac{\sum_t (QTF_t * OIP_t)}{\sum_t QTF_t}$$

— where

$\sum_t$  — is summation by the Interruptible Tranches which the User was treated as failing to Interrupt

and where for each such Interruptible Tranche

~~QTF<sub>T</sub>—is the amount (or as the case may be the failed portion) of the Interruptible Tranche~~

~~–OIP<sub>T</sub>—is the Overall Interruption Price of such Interruptible Tranche.~~

~~6.10.3 The amounts payable under paragraphs 6.10.2(b) and 6.10.4 will be invoiced and are payable in accordance with Section S.~~

~~6.10.4 Where the DN Operator takes any such steps as are referred to in paragraph 6.10.2(a) the Registered User will be liable to reimburse to the DN Operator the costs and expenses incurred by the DN Operator in taking such steps and in any subsequent reconnection or restoration of the connection of the Supply Point.~~

~~6.10.5 The Registered User shall secure that there is made available to the DN Operator such access to the Supply Point and all Supply Meter Points comprised in the Supply Point as shall be required for the purposes of paragraph 6.10.2(a).~~

~~6.10.6 No Day on which there is a failure to Interrupt in respect of an Interruptible Tranche of Supply Point Capacity shall count:~~

- ~~(a) — towards use of the Interruption Allowance in respect of that Interruptible Tranche under paragraph 6.7.6; or~~
- ~~(b) — as a Day in respect of which the DN Operator is required to pay the Interruption Exercise Price under paragraph 6.7.7.~~

~~6.10.7 The following shall not be Force Majeure affecting a User for the purposes of this paragraph 6.10:~~

- ~~(a) — the unavailability of any such representative as is referred to in paragraph 6.6.3 or 6.6.4 of the User or the consumer to be contacted by the DN Operator, other than for wholly unforeseeable and unavoidable reasons (which must also satisfy the conditions for being Force Majeure); and~~
- ~~(b) — the fact that there is no facility for the Consumer's Plant to operate with a supply of fuel or energy alternative to or in substitution for gas.~~

~~6.10.8 Where the Registered User has requested (in compliance with the applicable requirements of paragraph 3) the Isolation of each Supply Meter Point comprised in an Interruptible Supply Point, subject to paragraph 3.7, the User shall not be liable under paragraph 6.10.2(b) in respect of any subsequent failure to Interrupt at such Supply Point (unless and until any such Supply Meter Point is re-established).~~

#### **6.11 — Shared Supply Meter Points**

~~6.11.1 This paragraph 6.11 applies in respect of any Interruptible Supply Point(s) in which a Shared Supply Meter Point is comprised.~~

~~6.11.2 Paragraph 6.7.3 shall apply on an aggregated basis, in respect of all DM Supply Point Components ("relevant" DM Supply Point Components) comprised in all the relevant Supply Points in which the Shared Supply Meter Point is comprised, and in accordance with the further provisions of this paragraph 6.11.~~

~~6.11.3 Where an Interruption Notice is given in respect of any such Interruptible Supply Point:~~

- (a) ~~for the purposes of paragraph 6.7.3(a), the maximum permitted rate of offtake (in aggregate at all relevant DM Supply Point Components) shall be:~~

$$\Sigma_F \text{ SPOR} + \Sigma_I \text{ SPOR} * (\text{SPC} - \text{IT}) / \text{SPC}$$

- (b) ~~for the purposes of paragraph 6.7.3(b), the maximum permitted quantity (in aggregate at all relevant DM Supply Point Components) shall be:~~

$$\Sigma_F \text{ SPC} + \Sigma_I (\text{SPC} - \text{IT}) * \text{H} / 24$$

where

$\Sigma_F$  ~~is summation over all (if any) relevant DM Supply Point Components comprised in Firm Supply Points~~

$\Sigma_I$  ~~is summation over all (if any) relevant DM Supply Point Components comprised in Interruptible Supply Points~~

~~and where SPOR, SPC, IT and H have the meanings in paragraph 6.7.3.~~

6.11.4 The provisions of paragraph 6.10.2(b) shall apply, irrespective of the allocation (including pursuant to paragraphs 1.7.7 or 1.7.8) among Users of the quantity of gas offtaken on any Day at the relevant DM Supply Point Components, on the following basis:

- (a) ~~the quantity 'Y' shall be determined on the basis of the aggregate quantities offtaken at all relevant DM Supply Point Components in excess of the permitted rate or amount in accordance with paragraph 6.11.3;~~
- (b) ~~all Interruptible Tranches subject to Interruption at all relevant DM Supply Point Components in aggregate shall be ranked as provided in paragraph 6.10.2(c)(i), and the aggregate quantity 'Y' allocated to them as provided in paragraph 6.10.2(c)(ii), to determine (under paragraph 6.10.2(c)(iii)) the Interruptible Tranches which the Registered Users are treated in aggregate as having failed to Interrupt;~~
- (c) ~~the Registered Users of the Interruptible Supply Points shall be liable for the aggregate amount payable in respect of a Day pursuant to paragraph 6.10.2(b) (as determined in accordance with this paragraph 6.11.4):~~
- (i) ~~in the prevailing proportions (if any) notified under paragraph 1.7.13(b);~~
- (ii) ~~in the absence of any such notified proportions, in proportion to the Nominated Quantities for the Day in respect of the relevant DM Supply Point Components comprised in the Interruptible Supply Points.~~

#### **6.12 — Interruptible LDZ Capacity at LDZ CSEPs**

6.12.1 ~~Subject to the applicable CSEP Network Exit Provisions and the provisions of any Ancillary Agreement relating to the CSEP, a CSEP User or CSEP Users may designate a tranche or tranches of LDZ Capacity in relation to an LDZ CSEP as interruptible, subject to and in accordance with this paragraph 6.12.~~

6.12.2 ~~In this paragraph 6.12 references to an LDZ CSEP are to an LDZ System Point as referred to in Section A3.3.1 and not to any separate System Exit Point deemed (pursuant to CSEP Network Exit Provisions) to be comprised in such a System Point as provided in Section A3.3.5.~~

- ~~6.12.3 For the purposes of this paragraph 6.12, paragraphs 6.1 to 6.10 shall apply, subject to the further provisions of this paragraph 6.12, as if references in those paragraphs:~~
- ~~(a) — to an LDZ Supply Point were to an LDZ CSEP;~~
  - ~~(b) — to a Supply Meter Point were to an Individual System Exit Point comprised in a CSEP;~~
  - ~~(c) — to DM Supply Point Capacity were to LDZ Capacity;~~
  - ~~(d) — to the Registered User of a Supply Point were to a CSEP User in relation to a CSEP;~~
  - ~~(e) — to a User, in the context of an Interruptible Tranche, were to all of the Interruptible CSEP Users (in accordance with paragraph 6.12.5).~~
- ~~6.12.4 Paragraphs 6.1.5, 6.5, 6.6, 6.7.4(b), 6.8.4, 6.10.2(a) and 6.10.4 shall not apply for the purposes of this paragraph 6.12 (but without prejudice to any equivalent provisions of the CSEP Network Exit Provisions and/or any Ancillary Agreement).~~
- ~~6.12.5 For the purposes of this paragraph 6.12, in relation to each Interruptible Tranche of LDZ Capacity at an LDZ CSEP for an Interruptible Period:~~
- ~~(a) — the CSEP User(s) ("**Interruptible CSEP User(s)**") associated with such Interruptible Tranche, and~~
  - ~~(b) — the proportions ("**Interruptible CSEP Proportions**", aggregating one (1)) in which the Interruptible CSEP User(s) have entitlements and liabilities in respect of such Interruptible Tranche~~
- ~~shall be determined in accordance with paragraphs 6.12.6 and 6.12.7.~~
- ~~6.12.6 An Interruption Offer in respect of a CSEP:~~
- ~~(a) — shall specify, in addition to the requirements (construed in accordance with paragraph 6.12.3) in paragraph 6.3.2, in respect of each Interruptible Tranche of LDZ Capacity, the identity of each Interruptible CSEP User and the Interruptible CSEP Proportions (aggregating one (1)) for such CSEP Users;~~
  - ~~(b) — shall be submitted by or on behalf of all of the Interruptible CSEP Users.~~
- ~~6.12.7 The identity of the Interruptible CSEP User(s), and/or their respective Interruptible CSEP Proportions (aggregating one (1)), in respect of an Interruptible Tranche of LDZ Capacity at an LDZ CSEP, may be varied from time to time by a notice submitted to the DN Operator submitted by or on behalf of each CSEP User which (prior to such notice) is, or (pursuant to such notice) is to become, an Interruptible CSEP User.~~
- ~~6.12.8 There is no requirement under the Code that (and the DN Operator will not be concerned with whether) the Interruptible CSEP User(s) at an LDZ CSEP hold or continue to hold LDZ Capacity corresponding to their respective Interruptible CSEP Proportions of the Interruptible Tranches.~~
- ~~6.12.9 The amount in aggregate of the Interruptible Tranches at an LDZ CSEP shall not exceed the amount in aggregate of LDZ Capacity held by all of the Interruptible CSEP Users; and paragraph 6.1.6 shall apply on the basis of increases and decreases in the aggregate amounts of LDZ Capacity held by such Interruptible CSEP Users.~~

6.12.10 For the purposes of paragraphs 6.7.3 and 6.10.2 (as they apply for the purposes of this paragraph 6.12):

- (a) — references to the Registered Supply Point Capacity shall be references to the aggregate LDZ Capacity held by all CSEP Users at a CSEP;
- (b) — references to the Supply Point Offtake Rate shall be to the maximum aggregate rate of offtake permitted in accordance with the CSEP Network Exit Provisions (as referred to in Section J3.9.2(a)).

6.12.11 The Interruptible CSEP Users shall be entitled to be paid the Interruption Option Price and the Interruption Exercise Price in relation to an Interruptible Tranche severally in their Interruptible CSEP Proportions.

6.12.12 Where on any Day there is a failure to Interrupt at an Interruptible CSEP, irrespective of the identity of the Interruptible CSEP Users in respect of each Interruptible Tranche and of such Users' UDQOs (pursuant to allocation under Section E3.2) for such Day:

- (a) — the Interruptible Tranche(s) which the Interruptible CSEP Users are treated as having failed to Interrupt ("**failed tranches**") shall be determined in accordance with paragraph 6.10.2(c)(iii) (construed in accordance with the foregoing provisions of this paragraph 6.12);
- (b) — following the determination of such failed tranches, the formula in paragraph 6.10.2(b) shall be applied separately in respect of each such failed tranche (or failed portion); and Z2 shall be the overall interruption price of each such failed tranche;
- (c) — in respect of each failed tranche, the Interruptible CSEP Users shall be liable for the amounts so determined severally in their Interruptible CSEP Proportions in respect of that Interruptible Tranche.

## **7 — NEW SUPPLY METER POINTS AND OTHER SITEWORKS**

### **7.1 — General**

7.1.1 For the purposes of the Code:

- (a) — a "**New Supply Meter Point**" is a new Supply Meter Point;
- (b) — "**Siteworks**" means works undertaken by the Transporter at the request of a User or other person in connection with a System for the purposes of:
  - (i) — the establishment of a New Supply Meter Point;
  - (ii) — enabling an increase in the rate or pressure at or quantities in which it is feasible to make gas available for offtake from the Total System at an existing Supply Meter Point;
  - (iii) — modifying or replacing any part of a System located at the Supply Point Premises (but not the Supply Meter Installation at an existing Supply Meter Point);
  - (iv) — enabling the Firm Transportation Requirement (in accordance with paragraph 6.3.4) to be satisfied in respect of an Interruptible Supply Point; or

- (v) — ~~furnishing, installing, removing, making operational and/or maintaining Daily Read Equipment;~~
- (e) — Siteworks under paragraph (b)(i) may be:
  - (i) — ~~for the construction and/or installation (and connection to a System) by the Transporter of the service pipe or any part thereof (but not the Supply Meter Installation); or~~
  - (ii) — ~~for the purposes of making a connection to a System of any service pipe constructed or installed by any other person (but not the new Supply Meter Installation).~~
- (d) — **"Special Metering Supply Point"** is any Supply Point:
  - (i) — ~~comprising a Supply Meter Point in respect of which a Supply Meter Installation is provided and installed by the Transporter; and~~
  - (ii) — such Supply Meter Point:
    - (1) — ~~is a Shared Supply Meter Point; or~~
    - (2) — ~~is comprised within a System Exit Point which is subject to a Special Offtake Arrangement; or~~
    - (3) — ~~which is comprised in an LDZ Specified Exit Point identified within a Supply Point Nomination in respect of which a Supply Point Registration has occurred; or~~
    - (4) — ~~which is comprised in a Notional NTS Connection Point identified within a Supply Point Offer in respect of which a Supply Point Registration has occurred; or~~
  - (iii) — ~~such Supply Meter Installation comprises a Supply Meter to which telemetered equipment has been installed in accordance with Section M4.9.1; or~~
  - (iv) — ~~which the Transporter and the User at such Supply Point have agreed shall be a Special Metering Supply Point.~~

7.1.2 — In respect of any Siteworks:

- (a) — the **"Siteworks Applicant"** is the User or other person who has requested that the Siteworks be undertaken;
- (b) — the **"Siteworks Contract"** is the contract between the Transporter and the Siteworks Applicant under which the Transporter is to undertake the Siteworks;
- (c) — the **"Completion Date"** is the date of substantial completion (as defined or described in the Siteworks Contract) of the Siteworks;
- (d) — the **"Target Completion Date"** means the intended Completion Date of the Siteworks as specified in or determined under the Siteworks Contract;
- (e) — **"Connections Work"** is the connection of the service pipe (or any part thereof) for the establishment of a New Supply Meter Point on to the relevant System; and

(f) — **"Meter Fix Date"** is the date which has been notified to the Transporter as the date upon which a Supply Meter has been installed at a New Supply Meter Point.

7.1.3 — Where the Siteworks Applicant is a User the Siteworks Contract shall not (unless it expressly provides to the contrary) be an Ancillary Agreement and does not form a part of and is not incorporated into the Code.

7.1.4 — Where the Siteworks Applicant is not the Registered User of the relevant Supply Meter Point:

(a) — nothing in the Code shall make the Registered User liable for any payment becoming due under the Siteworks Contract; and

(b) — the Transporter will have no liability to the Registered User in respect of any breach of the Siteworks Contract.

7.1.5 — The Registered User of a Supply Meter Point will not be liable for any breach of the Code which results from a breach by the Transporter of a Siteworks Contract relating to that Supply Meter Point.

7.1.6 — Notwithstanding paragraph 7.1.1(b)(iii) and (c)(i) and (ii) (which specifically does not include work relating to the Supply Meter Installation) for the purposes of this paragraph 7, "Siteworks" includes works undertaken by the Transporter:

(a) — at the request of a Registered User or other person in connection with the System for the purposes of installing, modifying, removing, or replacing a Supply Meter Installation at a Special Metering Supply Point;

(b) — at the request of the Registered User for the purposes of ceasing or enabling the flow of gas at a Special Metering Supply Point.

7.1.7 — The Transporter shall not be obliged to undertake work requested in accordance with paragraph 7.1.6(a) or 7.1.6(b), where the Special Metering Supply Point comprises a Special Metering Supply Point unless by no later than the date of such request the Registered User has notified the Transporter that it has obtained from those Users at such Shared Supply Meter Point their agreement to undertake such work.

## **7.2 — Siteworks Terms and Procedures**

7.2.1 — The Transporter will from time to time publish Siteworks Terms and Procedures applicable to different types of Siteworks or Siteworks in relation to different Supply Meter Points.

7.2.2 — **"Siteworks Terms and Procedures"** means the procedures by which and terms and conditions on and subject to which a User or other person may request the Transporter to provide a quotation (where the price is not published) for and to undertake Siteworks and a Siteworks Contract may be entered into.

7.2.3 — Siteworks Terms and Procedures do not form a part of the Code; and (without prejudice to any Legal Requirement applying to the Transporter) nothing in the Code requires the Transporter to undertake any Siteworks or to do so on any particular terms.

7.2.4 — The Transporter agrees to give to Users notice:

(a) — of not less than 2 months of any change in published prices of Siteworks; and

- (b) ~~of not less than 3 months of any other change to contract terms contained in Siteworks Terms and Procedures (other than the addition of terms and procedures for a type of Siteworks not previously covered).~~

### **7.3 — New Supply Meter Points**

- 7.3.1 ~~Where the Transporter has been notified that Connections Work is to be or has been undertaken then on or as soon as reasonably practical after the relevant date (in accordance with paragraph 7.3.2) the Transporter will:~~
- (a) ~~enter such New Supply Meter Point and the Supply Meter Point Reference Number for the same on to the Supply Point Register; and~~
  - (b) ~~for the purposes of this Section G treat the same as a Supply Meter Point.~~
- 7.3.2 ~~For the purposes of paragraph 7.3.1 the relevant date is the date upon which the Transporter has received notice of the (i) allocation of a specific Supply Meter Point Reference Number to a New Supply Meter Point, or (ii) completion of the Connections Work, from the person who has undertaken the same, where received earlier than such allocation notice.~~
- 7.3.3 ~~Subject to paragraph 7.3.7, no person shall be entitled to offtake gas from the Total System at a New Supply Meter Point at any time before the First Supply Point Registration Date.~~
- 7.3.4 ~~For the purposes of the Code, the "First Supply Point Registration Date" is the Supply Point Registration Date of the first Supply Point Registration to be made for a Supply Point comprising the New Supply Meter Point.~~
- 7.3.5 ~~Any User may, at any time after the time at which a New Supply Meter Point was entered in the Supply Point Register, submit a Supply Point Nomination in accordance with paragraph 2.3.1 and (subject to having received a Supply Point Offer) submit a Supply Point Confirmation in respect of a Proposed Supply Point which includes a New Supply Meter Point.~~
- 7.3.6 ~~Where a User submits~~
- (a) ~~a Supply Point Nomination in accordance with paragraph 2.3 (in respect of a Larger Supply Point, or a New Smaller Supply Point and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point):~~
    - (i) ~~the User shall provide to the Transporter the User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Meter Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point;~~
    - (ii) ~~where there is a DM Supply Point Component comprised in an LDZ Supply Point, the Nominated Supply Point Capacity shall not be less than the User's estimate of the maximum quantity of gas to be offtaken on any Day in the next 12 months on the basis of reasonable assumptions as to weather conditions;~~
    - (iii) ~~where there is an NDM Supply Point Component, the User shall provide to the Transporter the User's estimate of the value of any variable by reference to which any End User Category (to which such Supply Point Component might belong) is in the relevant Gas Year defined in accordance with Section H; and~~



- (iv) — the User's estimates under paragraphs (i), (ii) and (iii) shall be made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care;
- (b) — a Supply Point Confirmation in accordance with paragraph 2.6 then the User shall be deemed to have provided User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Meter Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point.

7.3.7 — In respect of both Smaller and Larger Supply Meter Points:

- (a) — where a Supply Point Confirmation (including any subsequent Supply Point Confirmation) in respect of a New Supply Meter Point has been submitted then in the absence of a rejection of such Supply Point Confirmation:
  - (i) — where the Meter Fix Date is prior to the date upon which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from:
    - (1) — the Meter Fix Date, where such Proposing User is the person that has submitted the Meter Fix Reading as described M3.8.11(a);
    - (2) — the date such Supply Point Confirmation is submitted, where such Proposing User is not the person that has submitted the Meter Fix Reading as described in M3.8.11(a)
 until the Supply Point Registration Date;
  - (ii) — where the Meter Fix Date is after or upon the date on which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from the Meter Fix Date until the Supply Point Registration Date;
- (b) — where the Proposing User is treated as being the Registered User, the Proposing User shall, notwithstanding that there is no Supply Point Registration in respect of the Proposed Supply Point (and irrespective of the Proposed Supply Point Registration Date) be permitted to offtake gas from the Total System at such New Supply Meter Point;
- (c) — the quantity of gas (if any) so offtaken on any Day will be counted as an UDQO of the User for the purposes of Code (and in particular the User will be liable to pay any appropriate Transportation Charges in relation thereto);
- (d) — for the purposes of the first NDM Reconciliation the quantity of gas (if any) so offtaken will be counted as part of the Reconciliation Quantity (for which purposes a quantity of zero shall be assumed to have been offtaken); and accordingly the User will be liable to pay Reconciliation Clearing charges and Reconciliation Transportation Charge Adjustments in respect of the quantity of gas (if any) so offtaken; and
- (e) — where any Supply Point Confirmation (including any subsequent Confirmation) has been rejected by the Transporter then the Proposing User whose Supply Point

Confirmation has been rejected shall promptly take steps to ensure gas is not offtaken at the New Supply Meter Point.

#### 7.4 — Siteworks Specified Capacity, etc

7.4.1 — The Siteworks Terms and Procedures allow for the Siteworks Contract to specify (at the request of the Siteworks Applicant):

- (a) — a Supply Point or (without prejudice to the requirements of this Section G for submission of a Supply Point Nomination and/or Supply Point Confirmation) a Proposed Supply Point, or a Supply Point Component, in which the Supply Meter Point or New Supply Meter Point subject to the request for Siteworks is or is to be comprised; and
- (b) — in relation to such Supply Point or Supply Point Component:
  - (i) — in the case of a DM Supply Point Component comprised in an LDZ Supply Point, an amount of Supply Point Capacity and/or a Supply Point Offtake Rate (but without prejudice to the requirement subsequently to apply therefor);
  - (ii) — in the case of an NDM Supply Point Component, a threshold rate increase (in accordance with paragraph 5.6.3(b));
  - (iii) — a request that the Firm Transportation Requirement be satisfied in respect of an amount of Interruptible Supply Point Capacity

following such Siteworks:

7.4.2 — For the purposes of this Section G, in respect of any Siteworks a Supply Point Component, Supply Point Capacity, Supply Point Offtake Rate, threshold rate increase or Firm Transportation Requirement (as the case may be) is "**Siteworks Specified**" where it is specified in a Siteworks Contract as described in paragraph 7.4.1.

7.4.3 — Where in respect of an LDZ Supply Point:

- (a) — a User submits (in accordance with paragraph 2.3), not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph) with the Siteworks Applicant, a Supply Point Nomination in respect of a Proposed Supply Point which includes a Siteworks Specified Supply Point Component which includes a New Supply Meter Point;
- (b) — the Nominated Supply Point Capacity or Nominated Supply Point Offtake Rate does not exceed the Siteworks Specified Supply Point Capacity or Supply Point Offtake Rate

the Offered Supply Point Capacity or Supply Point Offtake Rate (in respect of the DM Supply Point Component) under a Supply Point Offer will be equal to the Nominated Supply Point Capacity or (as the case may be) Supply Point Offtake Rate.

7.4.4 — In the case of an LDZ Supply Point where a User applies, not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.4) with the Siteworks Applicant, for increased Supply Point Capacity or an increased Supply Point Offtake Rate (in accordance with paragraph 5) at a Siteworks Specified Supply Point Component, which does not exceed the Siteworks Specified Supply Point Capacity or (as the case may be) Supply Point Offtake Rate, the Transporter will (subject to the provisions of the Code) accept such application.

- ~~7.4.5 — Where a User notifies (in accordance with paragraph 5.6.5(a)), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.5) with the Siteworks Applicant, a threshold rate increase of not more than the Siteworks Specified threshold rate increase, the Transporter will give to the User the notification described in accordance with paragraph 5.6.5(b)(ii).~~
- ~~7.4.6 — Where a User requests (in accordance with paragraph 6.5), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.6) with the Siteworks Applicant, that Siteworks Specified Interruptible Supply Point Capacity be redesignated Firm in accordance with the Siteworks Specified Firm Transportation Requirement, the Transporter will accept such request.~~
- ~~7.4.7 — A Siteworks Applicant may (subject to the Siteworks Terms and Procedures) request any Siteworks without at the same time requesting Siteworks for any reinforcement of a System that may be required to make it feasible to make gas available for offtake at any relevant Supply Meter Point; and accordingly, except to the extent expressly provided in this paragraph 7.4, the fact that the Transporter has entered into a Siteworks Contract or undertaken any Siteworks (for a New Supply Meter Point or otherwise) shall not commit the Transporter to accept a Supply Point Nomination or Supply Point Confirmation for any particular Nominated Supply Point Capacity or Supply Point Offtake Rate, nor any application for Supply Point Capacity or Supply Point Offtake Rate, or an increase therein, made by any User at any DM Supply Point Component nor a notification by any User of any particular threshold rate increase at any NDM Supply Point Component.~~
- 7.5 — Undertaking Siteworks**
- ~~7.5.1 — The Transporter will not be in breach of its obligation to make gas available for offtake at a Supply Meter Point where or to the extent that its ability to do so is impaired by reason of its carrying out any Siteworks in respect of that Supply Meter Point.~~
- ~~7.5.2 — Where the Transporter carries out Siteworks at a Supply Meter Point comprised in a Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 therms), and the Siteworks Applicant is not the Registered User, the Transporter will, unless the Siteworks Applicant has requested the Transporter not to do so, notify the Registered User of the Siteworks where practicable before and in any event promptly upon completing such Siteworks.~~



**ANNEX G-1**

**REVISIONS TO SUPPLY POINT REGISTER NOT REQUIRING RECONFIRMATION**

1. Subject to paragraph 2, the following revisions may be made (where and in the manner otherwise permitted under the Code) to the Supply Point Register without a Supply Point Reconfirmation by the Registered User:
  - (i) change in Supply Point Capacity;
  - (ii) change in Supply Point Offtake Rate;
  - (iii) change in Meter Reading Frequency;
  - (iv) change of Meter Reader;
  - (v) change in User emergency contacts;
  - (vi) change in User contacts' details for Interruptible Supply Points;
  - (vii) change in any details maintained pursuant to Standard Special Condition A50(8)(e) of the Transporter's Licence;
  - (viii) Isolation of a Supply Meter Point;
  - (ix) reconnection of a Supply Meter Point;
  - (x) change in supplier where there is no change of Registered User in respect of a Supply Point;
  - (xi) change in the Market Sector Code.
2. The revisions in items (i) and (ii) in paragraph 1 require a Supply Point Reconfirmation where such revisions are made following Siteworks.



**ANNEX G-2**

**MANDATORY ALLOCATION AGENCY TERMS**

**THIS AGREEMENT** is made on [ ]

**BETWEEN**

- (1) the persons whose names and addresses are set out in Part 1 of the Schedule hereto (the "**Shippers**"); and
- (2) the person whose name and address are set out in Part 2 of the Schedule hereto (the "**Consumer**").

**WHEREAS**

- A The Consumer is or is to be supplied with gas at the Premises by each of the persons named in Part 3 of the Schedule.
- B The Shippers are or will be Sharing Registered Users in respect of the Supply Meter Point(s) and wish to appoint the Consumer as Sharing Registered User Agent.

**IT IS AGREED** as follows:

**1. Definitions**

In this Agreement:

**"Supply Contract"** means, in relation to each Supplier, the contract between the Consumer and that Supplier for the supply of gas at the Premises, as from time to time in force;

**"Premises"** means the premises specified in Part 4 of the Schedule hereto;

**"Proper Quantity"** means, in relation to any Shipper, a quantity of gas which is:

- (a) not more than what the relevant Supplier was obliged to deliver and the Consumer was entitled to take; and
- (b) not less than what the Consumer was obliged to take and the relevant Supplier was entitled to deliver

at the Premises on any Day pursuant to the relevant Supply Contract (having regard to all nominations or other notices given or other things done by or on behalf of the Consumer or the relevant Supplier pursuant to and in accordance with that contract on that or any previous Day);

**"relevant Supplier"** means in relation to any Shipper, the Supplier (whether or not being such Shipper itself) which supplies or is to supply to the Consumer gas offtaken from the Total System by such Shipper at the Supply Meter Point(s);

**"Supplier"** means a person specified in Part 3 of the Schedule (whether or not being a User) supplying gas to the Consumer at the Premises;

**"Supply Meter Point(s)"** means the Supply Meter Point or Points (at the Premises) specified in Part 5 of the Schedule hereto;

**"the Transporter"** means [ ].

Words and expressions defined in the Uniform Network Code and not otherwise defined herein shall have the meanings ascribed thereto in the Uniform Network Code, and references to Sections are to Sections of the Transportation Principal Document.

## **2. Duration**

This Agreement shall become effective at 06:00 hours on the date specified in Part 6 of the Schedule and shall continue in force until and unless terminated by agreement of all of the Shippers.

## **3. Appointment and undertakings of User Agent**

- 3.1 At the request of the Consumer, the Shippers hereby appoint the Consumer, and the Consumer agrees to act as Sharing Registered User Agent for the purposes of TPD Section G1.7.
- 3.2 The Consumer undertakes to each Shipper, in relation to each Day while this Agreement is in force:
- (a) that the Consumer (as Sharing Registered User Agent) will notify to the Transporter, in accordance with the requirements of TPD Section G1.7 and the Shared Supply Meter Point Procedures, an allocation (and where so required a revised allocation) between the Shippers of the Supply Meter Point Daily Quantity Offtaken in respect of the Supply Meter Point(s); and
  - (b) that the allocation so notified will be such that:
    - (i) TPD Section G1.7.9(b) applies;
    - (ii) the quantity of gas allocated to each Shipper is a Proper Quantity; and
  - (c) where any Supplier is a Qualifying Supplier, that the Consumer will not take gas from a Supplier other than a Qualifying Supplier where the quantity of gas which the Consumer takes (by way of supply at the Premises) from any Qualifying Supplier is less than the maximum quantity which the Consumer was entitled, after taking account of any interruption requirement (and any unwillingness of a Qualifying Supplier to supply gas) in relation to the relevant Day, so to take on the Day from such Qualifying Supplier.
- 3.3 The Consumer undertakes to each Shipper to indemnify the Shipper against:
- (a) any loss (including without limitation by reason of any System Price differing from the price payable to it by the relevant Supplier), liability or damage incurred, by reason of the operation of the Code, by the Shipper;
  - (b) where the Shipper is not the relevant Supplier, any liability of the Shipper to the relevant Supplier pursuant to the arrangements from time to time in force between the Shipper and the relevant Supplier

as a result (in either case) of any failure of the Consumer to comply with 3.2.



- 3.4 Where any Shipper is the relevant Supplier, nothing in this Agreement shall affect or prejudice the Supply Contract or any rights or obligations of the Shipper or Consumer thereunder; and in particular the Shipper shall not be taken, by reason of entering into this Agreement, to have assented to or waived any claim relating to the entering by the Consumer into any other Supply Contract.
- 3.5 The Consumer shall make no charge to any Shippers in respect of its services as Sharing Registered User Agent hereunder, and shall reimburse to each Shipper any amounts which the Shipper is liable to pay to the Transporter pursuant to TPD Section G1.7.18 by virtue of the Supply Meter Point being a Shared Supply Meter Point.
- 3.6 For the purposes of paragraph 3.2(c):
- (a) an **"interruption requirement"** is a requirement, imposed on the consumer by a Qualifying Supplier pursuant to any term of the relevant Supply Contract to limit the quantity of gas taken or not to take gas on a Day;
  - (b) a **"Qualifying Supplier"** is a Supplier whose Supply Contract came into force before 1st January 1998 and who was supplying gas to the Consumer at the Premises pursuant to its Supply Contract before the effective date specified in part 6 of the Schedule.

#### 4. Miscellaneous

- 4.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.2
- (a) No waiver by any Shipper or the Consumer of any default or defaults by another Shipper or the Consumer in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.
  - (b) No failure or delay by any Shipper or the Consumer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single partial exercise by such Shipper or the Consumer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.3 This Agreement shall be governed by and construed in all respects in accordance with English law and the Shippers and the Consumer agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 4.4 This Agreement constitutes the entire agreement and understanding between the Shippers and the Consumer in relation to the Shared Supply Meter Point and no Shipper nor the Consumer has relied on any warranty or representation of the other except as expressly stated or referred to in this Agreement.
- 4.5
- (a) Any notice to be given under this Agreement shall be in writing and shall be duly given if signed by or on behalf of a person duly authorised to do so by the person giving the notice and delivered by hand at, or by sending it by first class post or by facsimile transmission to the relevant address, or facsimile number set out in Part 1 of the Schedule hereto in the case of the Shippers, and Part 2 of the Schedule hereto, in the case of the Consumer.

- (b) Any Shipper and the Consumer shall be entitled to amend in any respect the particulars which relate to it and which are set out in Parts 1 and 2 of the Schedule hereto by notice to the other Shippers and the Consumer.
- (c) Any such notice given as aforesaid shall be deemed to have been given or received:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile, upon transmission acknowledged by a correct transmission slip at the end of the message; and
  - (iii) if sent by post, 48 hours after posting.

**IN WITNESS WHEREOF** the parties have entered into this Agreement as of the day and year first above written

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAMES OF SHIPPERS]***

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAME OF THE CONSUMER]***

**SCHEDULE**

**Part 1 - the Shippers**

*[Names and addresses]*

**Part 2 - the Consumer**

*[Name and address]*

**Part 3 - the Suppliers**

*[Names]*

**Part 4 - the Premises**

*[Address]*

**Part 5 - the Supply Meter Point(s)**

Supply Meter Point Reference Number:

**Part 6 - effective date**

*[Date]*



ANNEX G-3

Prospective Erroneous Large AQ Calculation Proforma

for use only where there has been a change of supplier and no meter readings are available and the AQ value is incorrect

(Domestic Premises above 293,000 kWh use only)

Shipper:		Premise Address:					
M Number:							
Meter Serial Number:							
Property Type:		Flat / Terrace / Semi Detached / Detached / Bungalow					
Number of Bedrooms:		1 / 2 / 3 / 4 / 5 / 6					
Is Gas Central Heating used?		YES / NO					
Additional equipment or extension to the property, e.g. swimming pool, annex (please state)							
Estimated Average annual gas consumption for Domestic Premises in the UK							
Band	House Type	South SW, NT, WS, SO (92%)		Average WN, SE, NW, EA, EM, WM, NE (0%)		North NO, SC (108%)	
		AQ (kWh)	TPA	AQ (kWh)	TPA	AQ (kWh)	TPA
A	1-Bed	8,815	301	9,585	327	10,127	346
B	2BF, 2BT	10,639	363	11,270	385	11,659	398
C	2BS, 2BD, 3BT, 3BF	13,120	448	13,530	462	14,255	486

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D	3BS, 2BB	14,348	490	14,611	499	15,871	542
E	3BD, 3BB	16,180	552	17,303	590	19,758	674
F	4BD, 4BT 4BS, 4BB	19,823	676	21,195	723	22,690	774
G	5BD, 5BS 6BD	28,077	958	30,035	1,025	31,176	1,064
Previous Suppliers Last Read & Date							
Change of Supplier Opening Read & Date							
Estimated Annual Quantity:		kWh					
Shipper Representative:							
Shipper Signature:							
Date:							

N.B. INCORRECT OR INSUFFICIENT INFORMATION CAN RESULT IN REJECTION

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**Transition Document TPD Section E10**

1.—— It is acknowledged that the steps (including appointment of AUG Expert, establishing AUG Methodology and establishing AUG Table) first required under TPD Sections E10.2 and E10.4 will not be completed by 1 April 2011.

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2.—— Therefore, for each twelve month period commencing on 01 April 2011 up to but not including 1 April next following the first occasion on which the Committee establishes and adopts an AUG Table as provided in TPD Section E10.4.3(g), TPD Section E10.4.4(a) shall not apply and there shall be deemed to be an AUG Table for the purposes of TPD Section E10.5 in which:

(a)—— there is only one Unidentified Gas Source;

(b)—— for that Unidentified Gas Source, the Unidentified Gas Quantity is:

(i)—— for Larger DM SPCs, zero;

(ii)—— for Larger NDM SPCs, defined (in relation to a Reconciliation Billing Period) as follows:

$UGC_{SPC} = £2,750,000 / (TDSAP_m * 12);$

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(iii)—— for Smaller SPCs, defined as the negative of the amount in (b)(ii) above;

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and TPD Section E10.5 shall be given effect accordingly.

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3.—— For the purposes of TPD Section 10:

(a)—— In addition and separate to the establishment and adoption of a deemed AUG Table as set out in paragraph 2 above, for the avoidance of doubt, the first AUG Table to be adopted and published by the Committee as provided in TPD Section E10.4.3(h) shall apply (notwithstanding TPD Section E10.5.4) for the purposes of TPD Section E10.5 in relation to:

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(i)—— the AUG Year commencing 01 April next following the adoption of such AUG Table, and

(ii)—— each prior AUG Year commencing with the first AUG Year;

(b)—— as soon as reasonably practicable following the adoption of such AUG Table, the net aggregate amount of the User Unidentified Gas Amounts for each User and for all Reconciliation Billing Periods in each prior AUG Year (as referred to in paragraph (a)(ii) above) shall be paid (by or to the User, as provided in TPD Section E10.5.3), and shall be invoiced and payable in accordance with TPD Section S, as a single net aggregate payment, in satisfaction of TPD Section E10.5.3, (in addition to any payment made pursuant to any such deemed AUG Table as provided for in paragraph 2 above) without interest in respect of the period prior to the due date of the relevant invoice.

