

UNIFORM NETWORK CODE - TRANSITION DOCUMENT

Part IIB – New Transporter

1 Introduction

1.1 Anything done by a User or National Gas Transmission pursuant to, and any circumstances existing under National Gas Transmission's Network Code on or before the Last Day, so far as relating to a Relevant System, shall be deemed to have been done (by the User or the New Transporter) pursuant to or exist under the New Transporter's Network Code for the purposes of its application on and with effect from the First Day, except as provided under paragraph 4 of Part IIA or expressly provided for in this Part IIB.

2 New Transporter's Network Code

2.1 In accordance with paragraph 1.1, for the purposes of giving effect to the New Transporter's Network Code on the First Day, all parameter values established and prevailing pursuant to the terms of National Gas Transmission's Network Code on the Last Day and relating to a Relevant System shall be deemed to have been established and prevailing on and with effect from the First Day in accordance with the equivalent terms of the New Transporter's Network Code.

2.2 In accordance with paragraph 1.1, any determination made, discretion exercised or step taken by National Gas Transmission pursuant to National Gas Transmission's Network Code on or before the Last Day and relating to a Relevant System shall be deemed with effect from the First Day to be a determination made, discretion exercised or step taken by the New Transporter in accordance with the equivalent terms of the New Transporter's Network Code.

3 Values and parameters

3.1 The parameter values referred to in paragraph 2.1 shall include, but not be limited to, the following:

TPD Section	Value and parameter
TPD Section B: System Use and Capacity	A User's Registered and Available System Capacity in respect of relevant System Points
	Overrun Amounts and Supply Point Ratchet amounts in respect of relevant System Points
TPD Section C: Nominations	Input Nominations, Output Nominations and Renominations
TPD Section G: Supply Points	Registered Users and Registered Supply Points

	Annual Quantities, Supply Point Offtake Rates, maximum offtake rates, Maximum Supply Point Offtake Rates and Aggregate Bottom-stop Capacity in respect of relevant System Points
	Designation of relevant Supply Points as Firm or Interruptible Supply Points and remaining available Interruption Allowances for the Gas Year in respect of relevant System Points
TPD Section H: Demand Models and Demand Forecasting	End User Categories, Demand Models, Composite Weather Variables, Weather Variable Coefficients and seasonal normal values
TPD Section L: Maintenance and Operational Planning	Programmed Maintenance in respect of relevant System Points
TPD Section N: Shrinkage	Shrinkage Factors in respect of Relevant Systems
TPD Section Q: Emergencies	Designation of Priority Consumers in respect of relevant System Points
TPD Section U: UK Link	Planned UK Link downtime

4 Code Communications

4.1 In accordance with paragraph 1.1, but subject to paragraphs 3 and 4 of Part IIA, a Code Communication made or received for the purposes of National Gas Transmission's Network Code on or before the Last Day shall to the extent relating to a Relevant System be deemed to have been made or received and be effective in accordance with the equivalent terms of the New Transporter's Network Code.

5 Invoices

5.1 For the avoidance of doubt, and subject to the further provisions of this paragraph 5, in accordance with paragraph 1.1, amounts relating to a Relevant System and payable by way of a Transportation Charge, other than Invoiced Transportation Charges, shall be payable by or to the New Transporter pursuant to the New Transporter's Network Code, including where such amounts accrue in respect of any period on or before the Last Day.

5.2 The further provisions of this paragraph 5 shall apply in the period from the DN Hive Down Implementation Date to the relevant date.

5.3 For the purposes of this paragraph 5 the “**relevant date**” is the earlier of:

- (a) the date specified in a notice given by National Gas Transmission to Users, provided such date is:

- (i) the last day of a calendar month; and
 - (ii) not less than twenty (20) Business Days following the date of National Gas Transmission's notice;
 - (b) the date the New Transporter ceases to be an Affiliate of National Gas Transmission, and National Gas Transmission shall give Users not less than twenty (20) Business Days' notice of such date.
- 5.4 The New Transporter appoints National Gas Transmission as its agent and trustee for the purposes of National Gas Transmission submitting Invoice Documents containing Transportation Charges to Users in accordance with paragraph 5.5.
- 5.5 Until the relevant date National Gas Transmission may submit to each User an Invoice Document which contains:
- (a) an Invoice Item in respect of which the Invoice Amount represents a Transportation Charge payable by Users to National Gas Transmission and by National Gas Transmission to Users and an Invoice Item ("**relevant Invoice Item**") in respect of which the Invoice Amount represents a Transportation Charge which is payable by Users to the New Transporter or by the New Transporter to Users; or
 - (b) an Invoice Document which contains only a relevant Invoice Item,
- (each such Invoice Document a "**relevant Invoice Document**").
- 5.6 Where National Gas Transmission submits a relevant Invoice Document:
- (a) in respect of each relevant Invoice Item the User acknowledges National Gas Transmission is submitting the relevant Invoice Document in its capacity as agent and trustee for and on behalf of the New Transporter;
 - (b) for Invoice Amounts in respect of relevant Invoice Items which are payable to National Gas Transmission, National Gas Transmission and Users agree the Invoice Amount shall represent a debt owed by the User to the New Transporter (and not to National Gas Transmission);
 - (c) for Invoice Amounts in respect of relevant Invoice Items which are payable to the User, the New Transporter and National Gas Transmission agree the Invoice Amount shall represent a debt owed by the New Transporter to the User (and not by National Gas Transmission);
 - (d) the User, the New Transporter and National Gas Transmission agree the Invoice Amount in respect of an Invoice Item which is not a relevant Invoice Item shall represent a debt owed by the User to National Gas Transmission or (as the case may be) National Gas Transmission to the User.
- 5.7 For the purposes of:
- (a) paragraph 5.6(b), the New Transporter agrees payment by the User to National Gas Transmission of the Invoice Amount in respect of relevant Invoice Item shall constitute discharge of the debt owed by the User to the New Transporter;
 - (b) paragraph 5.6(c), the User agrees payment by National Gas Transmission to the User of the Invoice Amount in respect of relevant Invoice Item shall constitute discharge of the debt owed by the New Transporter to the User.

- 5.8 Where any Invoice Amount in respect of a relevant Invoice Item is not paid on or before the Invoice Due Date:
- (a) National Gas Transmission shall be entitled to inform the New Transporter of the late payment (and the Invoice Amounts which are unpaid); and
 - (b) nothing in this paragraph 5 shall prejudice the right of the New Transporter to:
 - (i) take any of steps referred to in TPD Section S3.5.3;
 - (ii) give a Termination Notice in accordance with TPD Section V4.3.
- 5.9 Accordingly, for the purposes of TPD Section S:
- (a) the New Transporter shall not be required to submit to each User an Invoice Document for a Billing Period for Invoice Items which are contained in a relevant Invoice Document;
 - (b) the New Transporter shall not, for so long as the further provisions of this paragraph 5 apply, submit an Invoice Document to a User which contains a relevant Invoice Item;
 - (c) where a User has an Invoice Query in respect of a relevant Invoice Item the User shall notify the New Transporter and not National Gas Transmission; and
 - (d) National Gas Transmission will provide Users with a statement of account in respect of each relevant Invoice Document.
- 5.10 For the avoidance of doubt:
- (a) for the purposes of the application of TPD Section S, and subject to the provisions of this paragraph 5, a relevant Invoice Document is an Invoice Document, and accordingly the provisions of TPD Section S regarding the submission of Invoice Documents and the payment of Invoice Amounts shall equally apply to the submission of relevant Invoice Documents and the payment of Invoice Amounts in relevant Invoice Documents;
 - (b) an Invoice Document shall not be invalid by reason of it containing a relevant Invoice Item;
 - (c) no deduction or withholding shall be made on payment of an Invoice Document by reason of being it being a relevant Invoice Document; and
 - (d) National Gas Transmission may submit a relevant Invoice Document to a User in the event the New Transporter submits a Termination Notice in accordance with TPD Section V4.3.

6 Accrued rights, obligations and liabilities

- 6.1 In accordance with paragraph 1.1, but subject to paragraph 4 of Part IIA the rights, obligations and liabilities of National Gas Transmission and a User under National Gas Transmission's Network Code, the National Gas Transmission Framework Agreement and any Ancillary Agreement as outstanding on the Last Day and so far as relating to a Relevant System, shall be deemed with effect from the First Day to be rights, obligations and liabilities between, and enforceable by, the New Transporter and the User.

7 Ancillary Agreements and NEAs/NExA

- 7.1 In accordance with paragraph 1.1, where (as at the Last Day) National Gas Transmission and a User or Users are party to an Ancillary Agreement relating to a Relevant System, the Ancillary Agreement shall be deemed with effect from the First Day to be an agreement between the New Transporter and the relevant User(s) and in respect of which National Gas Transmission is no longer a party.
- 7.2 In accordance with paragraph 1.1, where (as at the Last Day) there is a Network Exit Agreement or there are Network Entry Provisions in force relating to a Relevant System, parameter values contained or provided for in or determined under such Network Exit Agreement or Network Entry Provisions shall be deemed on and with effect from the First Day to apply for the purposes of the New Transporter's Network Code (unless and until the New Transporter enters into an equivalent Network Exit Agreement or Network Entry Provisions).

8 Publications and procedures etc

- 8.1 In accordance with paragraph 1.1, subject to paragraph 3 of Part IIA, any document or publication made available by National Gas Transmission and relating to a Relevant System shall be deemed to have been made available or published by the New Transporter in accordance with the equivalent terms of the New Transporter's Network Code.
- 8.2 In accordance with paragraph 1.1, where pursuant to National Gas Transmission's Network Code any procedures, conditions, methodologies or standards relating to a Relevant System apply, the same procedures, conditions, methodologies or standards shall be deemed to be the procedures, conditions, methodologies or standards applying with effect from the First Day for the purposes of the New Transporter's Network Code.

9 Disputes

- 9.1 Subject to paragraph 4.3 of Part IIA, any dispute existing and outstanding on the Last Day between National Gas Transmission and a User and relating to a Relevant System shall be deemed with effect from the First Day to be a dispute existing and outstanding under the New Transporter's Network Code between the New Transporter and the relevant User.

10 External UK Link Users

- 10.1 Each person permitted to have access to and use of UK Link pursuant to National Gas Transmission's Network Code shall be deemed with effect from the First Day to have been permitted access to and use of UK Link pursuant to the New Transporter's Network Code.

11 User Agents

- 11.1 Each person appointed by a User as a User Agent pursuant to National Gas Transmission's Network Code shall be deemed with effect from the First Day to have been appointed as a User Agent by the same User for the same period and in respect of the same category of UK Link Code Communications pursuant to the New Transporter's Network Code.

12 Credit arrangements

- 12.1 Nothing in this Part IIB affects (or operates to transfer to the New Transporter) any surety or security provided by any User to National Gas Transmission as at the Last Day pursuant to National Gas Transmission's Network Code.
- 12.2 In respect of TPD Section V3 in the period up to (and including) the relevant date for the purposes of the New Transporter's Network Code a User's Code Credit Limit will be zero.

12.3 For the purposes of determining the Value at Risk under the New Transporter's Network Code with effect from the day following the relevant date, a reference in TPD Section V3.2.1(d) to an amount invoiced to a User shall mean an amount invoiced by National Gas Transmission in accordance with this paragraph 5 as agent and trustee for the New Transporter.

13 UNCC sub-committees

13.1 Each person appointed to a sub-committee of the Uniform Network Code Committee on or before the Last Day by National Gas Transmission as a representative of National Gas Transmission in its capacity as a DN Operator shall be deemed with effect from the First Day to have been appointed to the sub-committee by the New Transporter.