

CSS UNC DRAFTING – DOCUMENT 8

GENERAL TERMS

SECTIONS C AND D

Note: Text changes made as part of REC/CSS review in February/March 2021 highlighted in green.

SECTION C – INTERPRETATION

Add new definitions in paragraph 1 alphabetically as follows and amend other paragraphs as shown below:

"Gas Act Owner" is the consumer, holder of a Gas Transporter's Licence or relevant supplier that owns the meter (and for the purposes of this definition owner includes a lessee) and which in accordance with the Gas Code is responsible for keeping it in proper order for correctly registering the quantity of gas supplied;

"Meter Asset Manager" is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation;

"Registration Block Notice" means a notice given by a Transporter to the CDSP pursuant to TPD Section S3.5.3(b) or TPD Section V3.3.2(c), the effect of which is to prevent the User becoming the Registered User of further Supply Points, and which:

(a) in the case of CSS Supply Points, requires the CDSP to inform the CSS Provider (for the purposes of the Retail Energy Code by means of the Shipper – Transporter Association Data) that the Relevant CSS Request for which the User is the Nominated Shipper should not be accepted;

(b) in the case of Non-CSS Supply Points, requires the CDSP to reject or refuse to accept a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination or a Supply Point Reconfirmation.

2.2 Times and dates

2.2.1 For the purposes of the Code:

(a) **"Day"** means the period from 05:00 hours on one day until 05:00 hours on the following day;

(b) **"Business Day"** means ~~(except for the purposes of TPD Sections G and M);~~

(i) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales; and

(ii) for the purposes of Section G and M only, a Day which would (but for this paragraph (ii)) be the first Business Day after 1 January in any Gas Year;

- (c) **"Supply Point Systems Business Days"** means (for the purposes of TPD Sections B, G and M only) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;
- (ed) **"Gas Flow Day"** means, in relation to the application of any provision of the Code, the Day in relation to deliveries, offtakes or flows of gas or other operations on which such provision is to apply;
- (de) **"Preceding Day"** means the Day before the Gas Flow Day;
- (ef) **"Gas Year"** means the period from 1 October in any year until and including 30 September in the following year;
- (fg) in relation to any Gas Year the **"Preceding Year"** is the Gas Year ending at the start of such Gas Year;
- (gh) **"Winter Period"** means the period from 1st November in any year until and including 30 April in the following year;
- (hi) **"Capacity Year"** means the period from 1 October in any year until and including 30 September in the following year;
- (ij) and in relation to a Capacity Year, the **"Preceding Capacity Year"** is the Capacity Year ending at the start of such Capacity Year;
- (jk) **"Formula Year"** means the period from 1 April in any year until and including 31 March in the following year;
- (lk) and in relation to a Formula Year, the **"Preceding Formula Year"** is the Formula Year ending at the start of such Formula Year.

2.9 Miscellaneous

2.9.2 A reference in the Code to:

- (a) a **"consumer"** is a reference to:
 - (i) a consumer (as defined in the Gas Code) who is supplied with gas conveyed to particular premises by means of a System; or
 - (ii) in the context of a particular Supply Point or Supply Meter Point, the consumer who is supplied with gas offtaken from the relevant System at such System Point; or
 - (iii) in the context of a User, the consumer in respect of a Supply Point of which the User is the Registered User;
- (b) a **"Supplier" or "supplier"** is a reference to:

- (i) a person who supplies to premises gas offtaken from the Total System (including a person supplying gas to itself); or
- (ii) in the context of a particular Supply Point or Supply Meter Point, the supplier who supplies the consumer with gas; or
- (iii) in the context of a User, the supplier in respect of a Supply Point of which the User is the Registered User;

(c) a "Shipper" or "shipper" is a reference to a Shipper User;

(ed) “**Domestic Premises**” means Supply Point Premises where the gas is offtaken wholly or mainly for domestic purposes;

(de) “**Non-domestic Premises**” means Supply Point Premises which are not Domestic Premises.

GENERAL TERMS

SECTION D – CDSP AND UK LINK

Amend paragraphs as shown below:

1.2 Interpretation

1.2.1 For the purposes of the Code:

- (a) the “**Central Data Services Provider**” or “**CDSP**” is the person for the time being appointed by the Transporters as central data services provider pursuant to the CDSP Licence Condition;
- (b) the “**CDSP Licence Condition**” is Standard Special Condition A15A of Gas Transporter’s Licences;
- (c) the “**Data Services Contract**” or “**DSC**” is the contract between the Parties and the CDSP in the agreed form (as provided in Part I paragraph 3 of the Transition Document) as from time to time amended in accordance with its terms and the provisions of this Section D;
- (d) “**Core Customer**” means a Party to the Code, other than a Trader User, in the capacity of a party to the DSC;
- (e) “**Customer Class**” means each of the following classes of Core Customer:
 - (i) Shipper Users;
 - (ii) DN Operators;
 - (iii) National Grid NTS;
 - (iv) Independent Gas Transporters;
- (f) “**Customer Group**” means a single Customer Class or a group of Customer Classes;

- (g) “**CDSP Cost**” means any cost, expense, liability or other outgoing of the CDSP, however arising or incurred;
- (h) “**CDSP Charge**” means any charge made by the CDSP to a Core Customer or other person for the provision of a CDSP Service or otherwise for the recovery of any CDSP Costs;
- (i) “**CDSP Year**” means the period from 1 April in any year until and including 31 March in the following year;

~~(j) “**CSS Services**” means services performed by the CDSP under the DCC Contract;~~

~~(k) “**DCC**” means the person who is the holder of the DCC Licence;~~

~~(l) “**DCC Contract**” means the agreement between the CDSP and the DCC (or a person nominated by the DCC to enter into such agreement) pursuant to which the CDSP performs services in connection with the operation of the Retail Energy Code;~~

(m) “**DCC Licence**” means the ‘smart meter communications licence’ referred to in Section V5.17;

(n) “**IGT Code Communication**” means a communication, equivalent to a TPD Communication, to be given by or to an Independent Gas Transporter under the IGT Code; ~~and~~

(o) “**Retail Energy Code**” means the retail energy code referred to in the DCC Licence; ~~—~~ and

(p) “**GRDA Functions**” means functions assigned to the CDSP as ‘Gas Retail Data Agent’ in the Retail Energy Code.

1.3 CDSP Services

1.3.1 For the purposes of the Code, subject to paragraphs 1.3.2 to 1.3.4, “**CDSP Services**” means the following services:

- (a) services (“**core services**”) which consist in:
 - (i) performing functions assigned to the CDSP in; or
 - (ii) performing or facilitating performance of obligations on behalf of a Core Customer under

the Code, the IGT Code, the Retail Energy Code (in respect of GRDA Functions only), a Gas Transporter’s Licence, or another document designated for the purposes of Section 173 of the Energy Act 2004; and

- (b) any service which the CDSP can provide efficiently and economically by using resources and/or data used by the CDSP to provide core services and which:

- (i) is provided to any Core Customer or Core Customers of any Customer Class; or
- (ii) is provided to Trader Users; or
- (iii) is provided to a person or persons of a class which are not Parties, where one of the following conditions is met:
 - (1) the service is the same or substantially the same as a service which the CDSP is for the time being providing to any Core Customer or Core Customers of a Customer Class; or
 - (2) the Code requires or authorises the CDSP to provide the service to such person(s); or
 - (3) the provision of the service to such person(s) helps facilitate the efficient and integrated operation of the gas industry. ~~and~~

~~(e) — CSS Services.~~

~~Add new paragraph 1.3.7 to read as follows:~~

~~1.3.7— For the avoidance of doubt, CDSP Services which consist in performing GRDA Functions (and which as provided in paragraph 1.3.1(a)) are core services) are distinct from CSS Services.~~

Amend paragraphs as shown below:

1.5.1 For the purposes of this paragraph 1.5 “**Relevant Licence Provisions**” are:

- (a) the CDSP Licence Condition;
- (b) Standard Special Condition A31 and Standard Condition 31 of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences;
- (c) Standard Condition 14 of the Transporters' Gas Transporter's Licences, insofar as that condition applies in relation to the obligation of the Transporters under the Retail Energy Code to procure the CDSP as Gas Retail Data Agent to perform its obligations under the Retail Energy Code; and
- (ed) any other condition of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences, to the extent to which the CDSP Services or other functions of the CDSP are relevant to compliance with such condition.

1.7.2 The Code also contains certain other provisions (“**CDSP-Related Provisions**”) which relate to the CDSP or the DSC as follows:

- (a) the provisions of paragraphs 1.3.3, 1.3.4, 1.5, 2.2.3, 2.4.1(c), 2.4.2(b), 2.4.3, 5.5.4;

- b) any provision of the Code which is expressed to be a CDSP-Related Provision; and
- (c) any other provision of the Code (other than one which provides for a Direct Function or Non-Service Function of the CDSP) which is expressed to provide a right, entitlement, or discretion of the CDSP, or to prescribe the manner in which the CDSP is to exercise any Non-Service Function under the Code.

2.1 Direct Services

2.1.1 Direct Services comprise:

- (a) the performance of functions (other than Non-Service Functions) assigned to the CDSP in the Code or IGT Code ("**Direct Functions**");

(b) the performance of GRDA Functions;

- ~~(bc)~~ services provided under the DSC to Core Customers which are not prescribed by the Code or IGT Code (as the case may be), comprising:

- (i) services provided on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes;
- (ii) services available on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes, but provided only on the request of a Core Customer; and
- (iii) services provided at the request of and as specified by an individual Core Customer ("**Additional Customer Services**"); and

- ~~(ed)~~ services ("**Third Party Services**") provided (consistent with the policy provided for in paragraph 3.7) to persons who are not Core Customers, excluding CSS Services, or to Core Customers on terms other than those of the DSC; and

~~(d) CSS Services~~

Add new paragraph 2.6 to read as follows:

2.6 Data Permission Matrix

2.6.1 For the purposes of the Code:

- (a) the "**Data Permissions Matrix**" or "**DPM**" is the document of that name which sets out:

- (i) categories of data maintained by the CDSP in the Supply Point Register; and

- (ii) for each such category, classes of person (not being Parties to the Code or parties to the IGT Code) to whom the CDSP is permitted to provide such data ("**permitted data recipients**");

(b) the DPM incorporates the Data Access Matrix ("**DAM**"), being the document of that name established under the Retail Energy Code, as from time to time in force, so far as it relates to data referred to in paragraph 2.6.1(a);

(c) that part of the DPM which does not comprise the DAM relates only to data which is not covered by the DAM.

2.6.2 In this paragraph 2.6 references to data are to data maintained by the CDSP in the Supply Point Register pursuant to the provisions of the Code, the IGT Code, the REC or a Gas Transporter's Licence.

2.6.3 The Parties authorise the CDSP to provide data to permitted data recipients in accordance with the DPM, subject to the further provisions of this paragraph 2.6.

2.6.4 The IGT Code contains provisions equivalent to paragraph 2.6.3.

2.6.5 The DPM applies in respect of the provision of data by the CDSP to permitted data recipients:

(a) pursuant to the Retail Energy Code; and

(b) pursuant to any Third Party Services.

2.6.6 The terms on which the CDSP provides data to permitted data recipients shall be:

(a) in the case of data provided pursuant to the REC, the terms provided in or established pursuant to the REC;

(b) in the case of data provided pursuant to Third Party Services, terms which comply with the Third Party and Additional Services Policy.

2.6.7 The CDSP shall not agree pursuant to Third Party Services to provide data to any person (other than a Core Customer) except to the extent permitted in the DPM.

2.6.8 That part of the DPM which does not comprise the DAM may (and may only) be modified by a decision of the Contract Management Committee.

3.2 CDSP Service Description

3.2.1 The CDSP Service Description shall set out a specification of each of the CDSP Services (other than ~~CSS Services~~-Third Party Services and Additional Customer Services), based on the classification of Direct Services in paragraph 2.1.1 and Agency Services in paragraph 2.2.1, including a definition of the service and (in certain cases) a service level or service levels for performance of the service.

3.2.3 The CDSP Service Description shall (without limitation):

(a) oblige the CDSP to perform the functions assigned to it under the Code and the IGT Code as Code Services;

- (b) in relation to a Code Service, specify the CDSP Service by reference to the relevant provision of the Code or the IGT Code, as the case may be (and, in the case of a Direct Service, by identifying the relevant function of the CDSP as specified in the Code or IGT Code);

(c) oblige the CDSP to perform the GRDA Functions.

5.1 Introduction

5.1.2 For the purposes of the Code:

- (a) **“UK Link”** means the information technology and communications (ITC) systems (in aggregate) used by the CDSP to provide CDSP Services (including an information exchange system allowing the electronic transfer of information between the CDSP and UK Link Users and access to other parts of such ITC systems), as described in the UK Link Manual, and as from time to time modified in accordance with the Change Management Procedures;
- (b) **“UK Link Gemini”** means those parts of UK Link which support the implementation of the provisions of TPD Section B in relation to NTS Entry Capacity and NTS Exit Capacity and of TPD Sections E and F in respect of the determination of Energy Balancing Charges, as further specified in the UK Link Manual;
- (c) a **“UK Link User ”** is:
 - (i) the CDSP;
 - (ii) any Party in its capacity as a user of UK Link, provided that a Discontinuing User shall cease to be a UK Link User upon the User Discontinuance Date;
 - (iii) the CSS Provider for the purposes provided for in the Retail Energy Code;
 - (iiiiv) any other person permitted to have access to and use of UK Link in accordance with the Code, the UK Link Manual, **the DCC Contract** and/or the Third Party and Additional Services Policy;
- (d) a **“UK Link Communication”** is a message transmitted by a UK Link User by means of UK Link in accordance with the requirements of the UK Link Manual; and for these purposes a “message” is a discrete transmission electronically sent or electronically posted by a UK Link User, and includes a message accessible in UK Link by API (application programmable interface);
- (e) a **“Code Communication”** is:
 - (i) a TPD Communication;
 - (ii) an IGTAD Communication (excluding an IGTAD Communication given pursuant to IGTAD Section B); and

- (iii) for the purposes of the provisions of this paragraph 5 relating to the UK Link Manual, an IGT Code Communication which is stated in the IGT Code to be a Code Communication;
- (f) a “**UK Link User Agreement**” is an agreement between the CDSP and another UK Link User other than a Core Customer which provides for such person to have access to and use of UK Link or any part of it; and
- (g) ~~the Data Permissions Matrix~~ document prepared and managed by the CDSP which sets out the data items available to the Parties (the “**Data Permissions Matrix**”).