

“Give Notice” Review

Clause Ref	Clause Text	Understanding	Cost Recovery
A3.1.5	<p>Supplemental Agreements</p> <p>The Parties acknowledge that there may be LDZ/LDZ Offtakes in existence of which they are not aware (and for which accordingly no Supplemental Agreement has been entered into); and where any Party identifies such an Offtake:</p> <ul style="list-style-type: none"> (a) it shall promptly notify the other Party, and the Parties shall discuss the matter and seek to agree and enter into a Supplemental Agreement; (b) the requirement in paragraph 3.1.1 shall not apply <ul style="list-style-type: none"> i. until and unless the upstream Party has reasonably determined and given notice to the downstream Party that the absence of a Supplemental Agreement has material adverse consequences for the upstream Party, or ii. (ii) if (upon the application of the downstream Party) the Authority gives Condition A11(18) Disapproval to such requirement applying; and 	<p>Clause is associated with the absence of Supplemental Agreements for LDZ/LDZ sites only.</p>	<p>Clause is not associated with any Cost Recovery requirements</p>
B2.2.4	<p>Right to Alter, Replace or Relocate</p> <p>The Modifying Party shall give each affected Party prior written notice, not less than twelve months (or such shorter period as the affected Party may agree, such agreement not to be unreasonably</p>	<p>Clause is associated with issuing OAD Notices</p>	<p>Clause is associated with the revised Cost Recovery proposal as the intent is to agree upfront cost recovery where it applies and this in turn should be</p>

	<p>withheld) before commencing the alteration, replacement or relocation of its Connection Facilities, specifying:</p> <ul style="list-style-type: none"> a) the Connection Facilities to be altered, replaced or relocated; b) details of the proposed alteration, replacement or relocation; c) the reasons for the proposed alteration, replacement or relocation; d) the anticipated duration of the works; and (e) where the Modified C 		<p>agreed as part of the OAD notice process or shortly thereafter.</p>
<p>B2.3.2</p>	<p>Offtake Decommissioning</p> <p>2.3.2 The downstream Party ("decommissioning" Party) shall be entitled to decommission an Offtake or Individual Offtake Point subject to and in accordance with the following:</p> <ul style="list-style-type: none"> a) the decommissioning Party shall give not less than 6 months' notice to the upstream Party (and, where it is Site Owner, to each Site User) of its proposal to decommission such Offtake or Individual Offtake Point; b) each other Party at the Offtake Site may: <ul style="list-style-type: none"> (i) carry out itself; or (ii) require the decommissioning Party (at its expense) to carry out; the works necessary to give effect to such decommissioning and make safe each System and each Party's Connection Facilities; c) such works shall be planned and carried out as Planned Maintenance in accordance with Section G; 	<p>Clause is associated with Offtake Decommissioning.</p> <p>As the changes are a modification that will impact the other operator(s) then an OAD notice is to be issued.</p>	<p>Clause is associated with the revised Cost Recovery proposal as the intent is to agree upfront cost recovery where it applies and this in turn should be agreed as part of the OAD notice process or shortly thereafter.</p>

	<p>d) the decommissioning Party shall bear or reimburse to each other Party the costs of any works carried out by such other Party under paragraph (b)(i);</p> <p>e) where the decommissioning Party is Site Owner, paragraph 3.5 shall apply in relation to any of the Site User's Facilities.</p>		
B3.4.1	<p>Modification of Site User's Facilities</p> <p>3.4.1 Where (in accordance with paragraph 2.2.3) the Site User proposes to alter, replace or add to any of the Site User's Facilities:</p> <p>a) this paragraph 3.4 shall apply in addition to paragraph 2.2;</p> <p>b) the Site User shall not be entitled to carry out such alteration, relocation or addition without the consent of the Site Owner;</p> <p>c) the notice given by the Site User (as Modifying Party) under paragraph 2.2.4 shall operate as a request to the Site Owner for such consent, and shall include such details of the proposal as are reasonably necessary for the Site Owner to determine whether the requirements in paragraph 3.4.2 will be satisfied, and what alterations or works (if any) will be required under paragraph 3.4.3);</p> <p>d) if either Party requires, the Parties shall meet to discuss the Site User's proposal;</p> <p>e) the Site Owner shall reply to the Site User within 60 Days (or such shorter period as the Site User may agree, such agreement not to be unreasonably withheld) after such notice was given stating whether it consents to such alteration, relocation or addition</p>	<p>Clause is associated with issuing OAD Notices</p>	<p>Clause is associated with the revised Cost Recovery proposal as the intent is to agree upfront cost recovery where it applies and this in turn should be agreed as part of the OAD notice process or shortly thereafter.</p>
B3.5.1	<p>Decommissioning of Site User's Facilities</p>	<p>Clause is associated with Offtake Decommissioning.</p>	<p>Clause is associated with the revised Cost Recovery proposal</p>

Where an Offtake, or an Individual Offtake Point is to be decommissioned and there are Site User's Facilities at any part of the Offtake Site for which the decommissioning Party is Site Owner:

- a. the decommissioning Party (as Site Owner) shall be entitled, if it wishes to dispose of or put to any other use such part of the Offtake Site, **by giving notice to the Site User**, to require the Site User to remove from the Site Owner's Land the Site User's Facilities (so far, in the case of decommissioning of an Individual Offtake Point, that such Connection Facilities relate solely to that Individual Offtake Point), subject to the further provisions of this paragraph 3.5;
- b. the Site User (acting as a Reasonable and Prudent Operator) shall remove the Site User's Facilities as soon as is reasonably practicable (having regard to the nature of such facilities, whether it is necessary for the Site User to relocate such facilities and if so the availability of land for such relocation, and the works necessary to remove and where necessary relocate such facilities) **following the Site Owner's notice**;
- c. the Site Owner shall provide reasonable cooperation and assistance to the Site User in connection with the removal of the Site User's Facilities;
- d. the Site Owner shall bear or reimburse to the Site User the costs incurred by the Site User in removing the Site User's Facilities from the Site Owner's Land and where necessary of relocating the Site User's Facilities (and related parts of the Site User's System), including costs of acquiring alternative or additional land reasonably required for the purposes of such relocation, except to the extent that the Site User does not comply with paragraph (b); and

As the changes are a modification that will impact the other operator(s) then an OAD notice is to be issued.

as the intent is to agree upfront cost recovery where it applies and this in turn should be agreed as part of the OAD notice process or shortly thereafter.

	<p>e. if the Site User fails to remove any Site User's Facilities as required by paragraph (b), the Site Owner shall be entitled to remove such Site User's Facilities (other than facilities forming part of any pipeline) from the Site Owner's Land (including, where relevant, detaching such facilities from the Site Owner's own Connection Facilities) and dispose of such facilities as the Site Owner deems fit, and the Site User shall reimburse to the Site Owner the costs incurred by the Site Owner in so doing.</p>		
B3.5.2	<p>Decommissioning of Site User's Facilities</p> <p>3.5.2 If and for so long as the Site Owner does not give notice under paragraph 3.5.1(a), the provisions of this paragraph 3 shall continue to apply in respect of the Site User's Facilities (and paragraphs 2 and 6 shall continue to apply to that extent).</p>	<p>Clause is associated with Offtake Decommissioning.</p> <p>As the changes are a modification that will impact the other operator(s) then an OAD notice is to be issued.</p>	<p>Clause is associated with the revised Cost Recovery proposal as the intent is to agree upfront cost recovery where it applies and this in turn should be agreed as part of the OAD notice process or shortly thereafter.</p>
B4.1.4	<p>Compatibility of Connection Facilities</p> <p>If a Party modifies its Connection Facilities in breach of the requirement in paragraph 4.1.1:</p> <p>a. the other Party may either:</p> <p>(i) give notice to the Modifying Party requiring it to undo such modification or otherwise take such steps as may be appropriate to restore the compatibility of the Connection Facilities; or</p> <p>(ii) after giving notice to the Modifying Party of its intention to do so (and unless the modifying Party has demonstrated, to the reasonable satisfaction of the</p>	<p>The notices stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Clause is associated with the revised Cost Recovery proposal. However, the cost recovery is likely to retrospective especially if the original Modifying Party does not co-operate fully.</p>

	<p>other Party, that it is taking steps sufficient to restore compatibility as quickly as is reasonably practicable) make such modifications of its own Connection Facilities as are appropriate to restore the compatibility of the Connection Facilities;</p> <p>b. the Modifying Party shall reimburse to the other Party the costs incurred by the other Party in modifying (where it elects to do so) its own Connection Facilities in accordance with paragraph (a)(ii);</p> <p>c. the other Party may in any event disconnect the Connection Facilities of the Modifying Party, upon such period of notice as is practicable in the circumstances, if the modification materially and adversely affects the safe operation by the other Party of its Connection Facilities or its System.</p>		
B4.2	<p>Modification procedure</p> <p>4.2.1 Where a Party wishes to modify any of its Connection Facilities such that they will or may not be compatible with the other Party's Connection Facilities:</p> <p>a. the notice given by the Modifying Party under paragraph 2.2.4 shall operate as a request to the other Party for its consent to the modification;</p> <p>b. the other Party shall not unreasonably withhold or delay its consent to the modification; and</p> <p>c. if the other Party consents to the modification, the modifying Party shall reimburse to the other Party the costs incurred by the other Party of modifying, or changing the operation or maintenance of, its Connection Facilities in</p>	<p>As the changes are a modification that will impact the other operator(s) then an OAD notice is to be issued.</p>	<p>Clause is associated with the revised Cost Recovery proposal as the intent is to agree upfront cost recovery where it applies and this in turn should be agreed as part of the OAD notice process or shortly thereafter.</p>

	order to maintain the compatibility between the Parties' Connection Facilities.		
B6.2	<p>Rights and Duties of Access Party</p> <p>6.2.2 The Access Party shall, subject to any other express provisions of this Document, and so far as consistent with the purpose for which the right of access is granted and the circumstances in which it is exercised:</p> <ul style="list-style-type: none"> (a) give such notice to the Site Party as is reasonably practicable before exercising the relevant right of access, specifying where practicable the identity of the individuals having such access; (b) exercise its right of access at reasonable times of day; (c) ensure that the individuals having such access are familiar with, and ensure that such individuals comply with, the Site Party's General Site Safety and Environmental Requirements; and (d) ensure that the right of access is exercised safely, in accordance with the General Site Safety and Environmental Requirements, and with the minimum of disruption, disturbance or inconvenience to the Site Party (including, but without limitation, in accordance with paragraph 2.4); (e) remove or make good at its cost any works carried out in relation to the Site Party's Connection Facilities for the purposes of the exercise of the right of access. 	<p>If the access being sought is not associated with any changes on site then the “notice” is written communication only.</p> <p>If the access is in relation to changes or amendments on site then an OAD notice is expected as per the modification rules.</p>	<p>Clause is not associated with any Cost Recovery requirements if access only.</p> <p>Cost Recovery requirements will apply if modifications, OAD notices, or site supervision is required.</p>
C	<p>SAFETY AND EMERGENCY</p> <p>C2.6.2(a) - notice</p> <p>C2.6.2(b) - notice</p>	<p>All references to “notice” refer to written communication, and Offtake Profile Notice is a specific</p>	<p>Clauses are not associated with any Cost Recovery requirements.</p>

	<p>C2.6.4(b) - notice</p> <p>C2.7.2 – Offtake Profile Notice</p>	<p>notice as defined in Section x of OAD.</p>	
D2.4.1	<p>Access and Inspection Rights</p> <p>2.4.1 The upstream Party shall be entitled at any time, upon giving not less than five Business Days' prior notice to the downstream Party, to inspect the Measurement Equipment (or any component thereof) and for that purpose to have access (in accordance with Section B6) to the Offtake Site.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Clause is not associated with any Cost Recovery requirements if access only.</p> <p>Cost Recovery requirements may apply if modifications, OAD notices, or site supervision is required.</p>
D3.3.1	<p>Exceptional Validation</p> <p>3.3.1 The upstream Party shall be entitled to request that a validation of Measurement Equipment (or any component thereof) be carried out at any time, by notice to the downstream Party specifying the Offtake and the Measurement Equipment or component thereof to be validated and the upstream Party's reason(s) for requesting such validation.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Cost Recovery applies to D3.3.7 only and the proposal is to confirm upfront any request for Exceptional Validation and the quotation agreed ahead of work commencing where possible.</p>
D3.3.5	<p>Exceptional Validation</p> <p>3.3.5 Notwithstanding paragraph 3.3.3(b) above, if as soon as reasonably practicable following receipt of a request for Exceptional Validation, and in any event within the required time after the day on which such request is received, the downstream Party:</p> <p>(a) ceases or, where such cessation is not possible for safety reasons, minimises the flow of gas at the relevant Offtake</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>See above</p>

	<p>or Individual Offtake Point, until the Exceptional Validation has been carried out; and</p> <p>(b) gives notice to the upstream Party undertaking that the flow of gas has been and will be ceased or minimised in accordance with paragraph 3.3.5(a); the downstream Party shall be entitled to defer the carrying out of the Exceptional Validation up to the permitted period after the date of receipt of the upstream Party's request.</p>		
D6	<p>Disputes</p> <p>6.1.1 Subject to paragraph 6.1.4, the upstream Party shall be entitled to dispute the accuracy of any Validation Report or estimated reading received pursuant to paragraphs 3.4, 5.2 and 5.3 respectively by giving notice to the downstream Party not later than 14 days after receipt of the same.</p> <p>6.1.2 The Parties shall, as soon as reasonably practicable after the date of the upstream Party's notice in accordance with paragraph 6.1.1 and in any event within 30 days from the date of such notice, consult together in good faith and use their reasonable endeavours to settle the dispute.</p> <p>6.1.3 Where the Parties are unable to resolve the dispute within 30 days from the date of the notice in accordance with paragraph 6.1.2 above, either of them shall be entitled to refer the dispute to an Expert for determination, in accordance with GT Section A2.</p> <p>6.1.4 The results of a Significant Measurement Error Report shall be binding on the Parties as provided in the Guidelines and shall not be disputed pursuant to this paragraph 6 or otherwise.</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section D6

D7.2.2	<p>Access to Records and Inspection Rights</p> <p>7.2.2 The upstream Party shall in addition be entitled at any time, upon giving five Business Days' prior notice to the downstream Party, to inspect the records of the measured data for any Day or Days within the preceding 12 months.</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section D7.
E2.5.2e	<p>Failure of Telemetry Facilities</p> <p>2.5.2 The DNO shall:</p> <p>(a) promptly on (and in any event within 10 minutes of) despatch by the DNO or receipt from National Grid NTS (as the case may be) of the notice in paragraph 2.5.1 above, inspect (by means of remote interrogation or testing from its control centre or by such other method as the Parties shall agree) the Telemetry Connection Facilities to ascertain whether these are functioning properly;</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section E
E2.5.4	<p>Failure of Telemetry Facilities</p> <p>2.5.4 In the case of a failure or error in the functioning of the NTS Telemetry Facilities, the DNO shall not be required to continue to take steps under paragraph 2.5.3(b) if National Grid NTS does not (and after notice from the DNO continues not to) act as a Reasonable and Prudent Operator to rectify the failure or error.</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section E
E4.1.5	<p>Daily Read Requirement</p> <p>In relation to any LDZ/LDZ Offtake, where the Supplemental Agreement provides for telemetry facilities to be installed at an LDZ/LDZ Offtake, and such telemetry facilities are installed:</p> <p>(a) the requirements of this paragraph 4 shall not apply;</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section E

	<p>(b) instead, paragraph 2 (and paragraph 1, mutatis mutandis, but not Annex E-1) shall apply as if references to National Grid NTS were to the upstream Party, the DNO were to the downstream Party, and an NTS/LDZ Offtake were to the LDZ/LDZ Offtake; and</p> <p>(c) the downstream Party shall be entitled, after giving notice to and consulting with the upstream Party, to replace such telemetry facilities with Daily Read Facilities (in which case paragraphs (a) and (b) shall cease to apply.</p>		
F2.2.2	<p>Minimisation of CV Shrinkage</p> <p>In particular, if National Grid NTS provides guidance to the DNO as to the pattern of gas flows as between NTS/LDZ Offtakes serving an LDZ which may avoid or minimise the amount of CV Shrinkage, the DNO will endeavour to take account of such guidance in its Offtake Profile Notices and revisions thereof.</p>	The notice(s) stated in this clause are relating to Offtake Profile Notices.	Cost Recovery applies to F3.2.2 and F4.3.3 only both are to be confirmed upfront with quotation agreed ahead of changes being implemented.
F3.2.2	<p>Provision of CV data between Parties</p> <p><i>Continuance of data provision</i></p> <p>3.2.2 The first Party shall be entitled, upon giving notice of not less than 6 months to the second Party:</p> <ul style="list-style-type: none"> a) to discontinue the provision of such CV data; b) to impose on the second party a reasonable charge for (reflective of the incremental costs incurred by it in) the provision of CV data to the second party; 	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	Cost Recovery proposal is to confirm upfront with quotation agreed ahead of changes being implemented.

<p>F4.1</p>	<p>Arrangements for Determination of Daily CVs</p> <p>4.1.2 National Grid NTS may elect to terminate the arrangements described in this paragraph 4 upon not less than 6 months' notice to each DNO, which notices shall be irrevocable. Upon the expiry of each such notice the relevant DNO shall itself determine daily CVs for the charging areas within the area of its DNO System and (subject to paragraph 3) National Grid NTS shall have no responsibility to any DNO in connection with such determination.</p> <p>4.1.3 Until such time as notice has been served by National Grid NTS in accordance with paragraph 4.1.2, nothing in this Document shall prevent any DNO from electing itself to make determinations of daily CVs, provided that the DNO shall give notice of such election to National Grid NTS specifying the date (not being less than 6 months after such notice) with effect from which it intends to do so, which notice shall be irrevocable.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Cost Recovery applies to F3.2.2 and F4.3.3 only both are to be confirmed upfront with quotation agreed ahead of changes being implemented.</p>
<p>F4.2.1</p>	<p>Process</p> <p>4.2.1 To enable National Grid NTS to undertake determinations of daily CVs, each DNO shall:</p> <ul style="list-style-type: none"> (a) provide to National Grid NTS a full description of the basis on which daily CVs in respect of its LDZ are (from time to time, and in any applicable circumstances, including without limitation pursuant to paragraphs (5)(b) or (c), (6) or (7) of regulation 4A, where applicable) to be determined and the arrangements made by the DNO for such determination; and (b) provide or cause to be provided to National Grid NTS each Day the information necessary for the determination (on the applicable basis specified by the DNO under paragraph 	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Cost Recovery applies to F3.2.2 and F4.3.3 only both are to be confirmed upfront with quotation agreed ahead of changes being implemented.</p>

	(a) of daily CVs, including average calorific value and volume (for the Day) for each input point and output point, and notice of any failure of apparatus as referred to in paragraph 4A(7) of the Regulations.		
F4.3.1	<p>Changes</p> <p>If a DNO proposes to make any change ("relevant change") to the basis (as referred to in paragraph 4.2.1(a) on which its daily CVs are determined or arrangements for such determination, including any such change as described in paragraph 4.3.2, the DNO shall give notice (of not less than 6 months, or such other period as National Grid NTS and the DNO may agree) to National Grid NTS of its proposal and discuss such proposal with National Grid NTS in time to allow National Grid NTS to take such steps as are necessary to implement such change.</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	Cost Recovery applies to F3.2.2 and F4.3.3 only both are to be confirmed upfront with quotation agreed ahead of changes being implemented.
G1.2.3	<p>Relevant Maintenance</p> <p>The upstream Party may (by notice to the downstream Party) specify an Offtake for the purposes of paragraph 1.2.1(c) where the upstream Party considers that, if flows of gas at the Offtake are significantly affected by maintenance carried out by the downstream Party on the downstream System, its ability to operate other parts of the upstream System may be materially affected (provided that this shall impose no obligations on the downstream Party other than as to the inclusion of such planned maintenance in its Maintenance Programme).</p>	The notice(s) stated in this clause refer to the Shared Maintenance Plan which acts as the "notice".	Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with quotation agreed ahead of work commencing on site where possible.
G1.4.1	<p>Obligations to Users</p> <p>For the avoidance of doubt, it is the responsibility of each Party:</p>	The notice(s) stated in this clause refer to appropriate notices	Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD

	<p>(a) to determine the effects of any maintenance (whether carried out by itself on its System, or by another Party on another System) on the availability of gas for offtake at any System Exit Point on that Party's System; and</p> <p>(b) to give any notices to Users which are required to be given (or which such Party is entitled to give) under the Transportation Principal Document in relation to such effect, and otherwise to keep Users or other persons informed (to the extent required by the Transportation Principal Document or any Legal Requirement) as to such effect;</p> <p>and a Party carrying out maintenance in relation to its System shall have no responsibility for any such determination, notice or information relating to any other Party's System.</p>	<p>whether in OAD or otherwise a party is obliged to provide.</p>	<p>Maintenance Plan with quotation agreed ahead of work commencing on site where possible.</p>
<p>G1.5.1</p>	<p>Actions required for safety</p> <p>Without prejudice to:</p> <p>(a) any duty pursuant to the Act, the Gas Safety Management Regulations, any Transporter's Licence or any Safety Case; or</p> <p>(b) the provisions of the Transportation Principal Document;</p> <p>nothing in this Section G shall prevent a Party from taking any action in relation to its System necessary in order to avoid an imminent and significant risk to the safe operation of its System; provided that such Party shall give as much notice as possible to affected Parties of such action and shall so far as practicable in the circumstances endeavour to plan and take such action in accordance with the provisions of this Section G.</p>	<p>The notice(s) stated in this clause refer to appropriate notices whether in OAD or otherwise a party is obliged to provide.</p>	<p>Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with quotation agreed ahead of work commencing on site where possible.</p>

G2.4

Revision of Maintenance Programmes

2.4.1 Each Party shall be entitled to revise its final (or updated) Maintenance Programme (as to the parts of the System on which Planned Maintenance is to be carried out, the nature or extent of the Planned Maintenance to be carried out, and/or the dates on which any Planned Maintenance is to be carried out) by giving notice of such revision to the affected Party in accordance with paragraph 2.4.2.

2.4.2 **Notice of a revision to the Maintenance Programme:**

- (a) shall (subject to paragraph 2.4.3) be given not less than thirty (30) Business Days (or such shorter period as the Parties may agree in accordance with paragraph 2.4.4) before:
 - i. the commencement of the relevant Planned Maintenance as so revised; or
 - ii. where such revision defers the commencement of Planned Maintenance, its commencement according to the Maintenance Programme before such revision; and
- (b) shall specify the Planned Maintenance subject to such revision and the revised dates on which such Planned Maintenance will be carried out.

2.4.3 For the purposes of paragraph 2.4.2(a), where a Party agrees, at the request of the affected Party (including without limitation upon a request under paragraph 3.3), to modify its plans for maintenance of its System, **notice of the revision of its Maintenance Programme** to reflect such modification shall be give as soon as reasonably practicable after such modification was agreed.

The notice(s) stated in this clause refer to the Shared Maintenance Plan which acts as the “notice”.

Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with quotation agreed ahead of work commencing on site where possible.

	<p>2.4.4 The affected Party will use reasonable endeavours to accept notice of less than thirty (30) Days of a revision to the Maintenance Programme, having regard (inter alia) to whether the affected Party has (on the basis of the prevailing Maintenance Programme) given, or (on the basis of the revision to the Maintenance Programme) would expect to give, notification to any User under TPD Section L4.2.1(b) or (c).</p> <p>2.4.5 The final (or updated) Maintenance Programme as revised shall take effect from the date of such notice.</p>		
G2.5.3	<p>Flow Relevant Maintenance</p> <p>For the avoidance of doubt in paragraph 2.2.6 the Maintenance Programme is the final or revised Maintenance Programme as from time to time revised pursuant to paragraph 2.4, but (without prejudice to the provisions of the Code as to Force Majeure) disregarding any revision made, on less notice than otherwise required under paragraph 2.4, to reflect Urgent Maintenance carried out by National Grid NTS under paragraph 3.4.</p>	The notice(s) stated in this clause refer to the Shared Maintenance Plan which acts as the “notice”.	Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with quotation agreed ahead of work commencing on site where possible.
G3.2.3	<p>Carrying out Maintenance</p> <p>Without prejudice to the generality of paragraph 3.2.1, each Party shall ensure that appropriate notice is given to all affected Parties prior to the commencement of any Relevant Maintenance, in accordance with applicable requirements of the SCO Interface Procedures.</p>	The notice(s) stated in this clause refer to the Shared Maintenance Plan which acts as the “notice”.	Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with quotation agreed ahead of work commencing on site where possible.
G3.3	<p>Postponement of maintenance</p> <p>3.3.1 An affected Party may request another Party (the "maintenance" Party) to postpone any Relevant Maintenance to be</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter but only in response to the receipt	Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD Maintenance Plan with

	<p>carried out by the maintenance Party where, in the reasonable opinion of the affected Party, the carrying out of such Relevant Maintenance in accordance with the maintenance Party's Maintenance Programme would compromise the safe operation by the affected Party of its System.</p> <p>3.3.2 The affected Party shall give notice to the maintenance Party:</p> <ul style="list-style-type: none"> (a) specifying the Relevant Maintenance which is to be postponed; (b) specifying the minimum period by which (in the affected Party's reasonable opinion) such Relevant Maintenance should be postponed in order to avoid such compromise to safety; and (c) providing an explanation of the affected Party's reasons for requiring such postponement. <p>3.3.3 Following such notice:</p> <ul style="list-style-type: none"> (a) the Parties shall discuss the matter; (b) the maintenance Party shall not withhold its agreement to the other Party's request, unless in its reasonable opinion the postponement of the Relevant Maintenance would compromise the safe operation of its System; and (c) (unless the maintenance Party withholds its agreement under paragraph (b), or the Parties otherwise agree) the maintenance Party shall revise its Maintenance Programme so as to postpone the carrying out of the Relevant Maintenance by no less than the period specified by the affected Party pursuant to paragraph 3.3.2(b). 	<p>of another parties Shared Maintenance Plan.</p>	<p>quotation agreed ahead of work commencing on site where possible.</p>
G3.4.2	<p>Urgent Maintenance</p> <p>In the circumstances in paragraph 3.4.1:</p>	<p>The notice(s) stated in this clause would imply this is via the Shared Maintenance Plan or other written</p>	<p>Cost Recovery applies to G3.6.4 only and the proposal is to confirm upfront with OAD</p>

	<p>(a) the maintenance Party shall give as much notice as possible to the affected Party(ies) of the requirement for Urgent Maintenance, specifying the nature, extent and proposed timing of the Urgent Maintenance; and</p> <p>(b) the Parties shall thereupon consult with a view to agreeing upon the carrying out and timing of such Urgent Maintenance.</p>	<p>communication i.e. email or letter as a last resort.</p>	<p>Maintenance Plan with quotation agreed ahead of work commencing on site where possible.</p>
	<p>Section I – NTS Operational Flows</p> <p>This section relates to the process concerning Offtake Profile Notices.</p>	<p>Any reference to “notice” in this sections relates directly to an OPN or an email notice to support an OPN for NTS/LDZ sites.</p>	<p>No cost recovery aspects in Section I</p>
	<p>Section J – Planning and Operational Flows</p> <p>This section relates to the process concerning Offtake Profile Notices.</p>	<p>Any reference to “notice” in this sections relates directly to an OPN or an email notice to support an OPN for LDZ/LDZ sites.</p>	<p>No cost recovery aspects in Section J</p>
K2.3.1	<p>A DNO may authorise National Grid NTS to invite applications for and allocate Incremental NTS Entry Capacity in relation to any relevant period by giving notice to National Grid NTS in accordance with the following provisions:</p> <p>(a) such notice shall be given as early as practicable before the start of the relevant period (and in any event no less than 7 days before National Grid NTS is required to act under the TPD Section B2);</p> <p>(b) such notice shall be unconditional (and any condition shall be of no effect);</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No cost recovery aspects in Section K</p>

	<p>(c) such notice shall specify: (i) the relevant LDZ System Entry Point; (ii) the period for which applications for Incremental NTS Entry Capacity are to be invited; (iii) the amount of Incremental NTS Entry Capacity for which applications are to be invited;</p> <p>(d) the details specified pursuant to paragraph (c) shall be consistent with the applicable requirements of TPD Section B2.</p>		
K3.1.1	<p>National Grid will not (and shall not be required to) give any interruptible curtailment notice or accept any surrender of Available NTS Entry Capacity in relation to an LDZ System Entry Point unless instructed to do so by the DNO in accordance with the further provisions of this paragraph 3.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No cost recovery aspects in Section K</p>
K3.2	<p>Interruptible curtailment notice</p> <p>3.2.1 Where a DNO has determined that (at the relevant time) there is or will be an Entry Capability Shortfall in relation to an LDZ System Entry Point, the DNO may instruct National Grid NTS to give an interruptible curtailment notice in respect of the LDZ System Entry Point at any time on any Day by giving notice to National Grid NTS in accordance with the following provisions:</p> <p>(a) such notice shall be given as early as practicable (and in any event no less than 2 hours) before the curtailment effective time;</p> <p>(b) such notice shall be unconditional (and any condition shall be of no effect);</p> <p>(c) such notice shall specify: (i) the relevant LDZ System Entry Point; (ii) the relevant Day, and the curtailment effective time; (iii) the interruptible curtailment factor;</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No cost recovery aspects in Section K</p>

	<p>(d) the details specified pursuant to paragraph (c) shall be consistent with the applicable requirements of TPD Section B2.</p> <p>3.2.2 For the avoidance of doubt, the DNO may not withdraw, cancel or amend an instruction under paragraph 3.2.1, but without prejudice to its right to instruct National Grid NTS (subject to and in accordance with paragraph 3.2.1) to give a further interruptible curtailment notice. 3.2.3 National Grid NTS will give an interruptible curtailment notice (subject to and in accordance with applicable provisions of TPD Section B2) in respect of an LDZ System Entry Point in accordance with the DNO's instruction pursuant to paragraph 3.2.1.</p> <p>3.2.3 National Grid NTS will give an interruptible curtailment notice (subject to and in accordance with applicable provisions of TPD Section B2) in respect of an LDZ System Entry Point in accordance with the DNO's instruction pursuant to paragraph 3.2.1.</p>		
K3.3	<p>Daily capacity offers</p> <p>3.3.1 Where a DNO has determined that (at the relevant time) there is or will be a Firm Capacity Shortfall in relation to an LDZ System Entry Point, the DNO may instruct National Grid NTS to accept available daily capacity offers in respect of the LDZ System Entry Point at any time on any Day by giving notice to National Grid NTS in accordance with the following provisions:</p> <ul style="list-style-type: none"> (a) such notice shall be given as early as practicable (and in any event no less than 1 hour) before the capacity selection period; (b) such notice shall be unconditional (and any condition shall be of no effect); 	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No cost recovery aspects in Section K

	<p>(c) such notice shall specify: (i) the relevant LDZ System Entry Point; (ii) the relevant Day; (iii) the amount of NTS Entry Capacity subject to daily capacity offers to be accepted;</p> <p>(d) the details specified pursuant to paragraph (c) shall be consistent with the applicable requirements of TPD Section B2.</p>		
L2.3.1	<p>2.3.1 Where the Recovering Party proposes to recover any recoverable costs:</p> <p>(a) the Recovering Party shall (as soon as reasonably practicable after the act or omission or other event giving rise to such recovery) give notice to the Reimbursing Party specifying: (i) the relevant provision; (ii) the act or omission on the part of the Reimbursing Party or other event giving rise to the application of the relevant provision; and (iii) the amount which it claims as recoverable costs, and a brief explanation of the basis on which such amount has been determined;</p> <p>(b) the Reimbursing Party may, within 5 Business Days after receipt of such notice, request a meeting to discuss the matters contained therein, in which case the Parties shall meet as soon as practicable for that purpose; and</p> <p>(c) the Recovering Party may submit an Invoice in respect of the recoverable costs within 10 Business Days after sending its notice under paragraph (a).</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	Section L2.3 details the current process for cost recovery and L2.3.1 is the specific clause we are looking to update so that cost recovery is agreed upfront rather than being retrospective as the current clause implies.
L3.1.2	In the absence of fraud, after the expiry of 18 months (or any other period agreed between the payor and payee) after the Invoice Due Date in respect of any Invoice, the Invoice shall be deemed to be final and conclusive as to the amounts shown as payable thereunder, except for any adjustments already made and any	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	Cost Recovery Process

	<p>matters of which either Party had given notice to the other before the expiry of such period.</p>		
<p>L3.7</p>	<p>Disputed Payments</p> <p>3.7.1 Where the payor disputes any amount under an Invoice, it shall (as promptly as reasonably practicable after identifying the matter in dispute) give notice to the payee specifying in reasonable detail:</p> <ul style="list-style-type: none"> (a) the error or inaccuracy which it considers to have been made in the Invoice, and its reasons for so considering; and (b) the amount which it considers should properly be payable in respect of the Invoice. <p>3.7.2 Subject to paragraph 3.7.3, and except in the case of a manifest clerical error in the preparation of an Invoice (or where a dispute is resolved before the Invoice Due Date), the payor shall pay in full the amount shown in the Invoice on or before the Invoice Due Date, notwithstanding the existence of any dispute.</p> <p>3.7.3 Where the payor has given notice of a bona fide dispute in accordance with paragraph 3.7.1 before the Invoice Due Date, only the amount which is not the subject of the dispute shall be payable on or before the Invoice Due Date.</p> <p>3.7.4 The Parties shall discuss and endeavour to resolve the dispute, and if they agree upon such resolution the payee shall promptly issue an Invoice in respect of any agreed adjustment.</p> <p>3.7.5 If the Parties are unable to resolve the dispute within 30 Days after the disputing Party gave notice of the dispute, subject to the provisions of GT Section A (where applicable) either Party may</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>Clause concerning with invoice payment associated with Cost Recovery.</p>

	<p>commence proceedings for the resolution of such dispute. 3.7.6 Upon resolution (by agreement or determination) of an Invoice Dispute, an adjustment payment shall be made:</p> <p>(a) by the payee, in respect of any amount established to have been over-paid; or</p> <p>(b) by the payor, in respect of any amount established to have been under-paid; together with interest in accordance with paragraph 3.6.2(a)</p>		
M1.3	<p>In this Section M "information" includes any operational notice, data, report, information or other communication to be made or provided by one Party to another pursuant to or for the purposes of this Document or (as provided in paragraph 1.2.1) the Transportation Principal Document.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No Cost Recovery associated with Section M.</p>
M4.2.2	<p>The requirements referred to in paragraph 4.2.1(a) are as follows:</p> <p>(a) the New DNO shall have applied to National Grid NTS, in such form as the Offtake Committee may from time to time prescribe, giving the following details: (i) the name of the New DNO; (ii) the legal nature of the New DNO and, where the New DNO is not a company incorporated under the Companies Act 1985 (as amended), such further information concerning the constitution of the New DNO as National Grid NTS may reasonably require; (iii) the address, telephone and facsimile numbers of the New DNO, and the individual for whose attention notice is to be marked, for the purposes of notice under GT Section B5.2.3; and (iv) where the New DNO is not a company incorporated under the Companies Act 1985 (as amended), an address for service in accordance with GT Section B6.7.3;</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No Cost Recovery associated with Section M.</p>

	<p>(b) the New DNO shall have obtained from the Offtake Committee one or more copies of the Subsidiary Documents and such other documents referred to in this Document or the Transporters Framework Agreement as the Committee shall from time to time prescribe for the purposes of this paragraph 4.2.2(b);</p> <p>(c) the New DNO has entered into or has had assigned or novated to it Supplemental Agreements with the relevant Party in respect of each Offtake relating to the LDZ of which it is operator as required by this Document;</p> <p>(d) the New DNO has satisfied any requirements which may apply under the Offtake Communications Document; and</p> <p>(e) the New DNO shall have signed the Accession Agreement and shall have satisfied the Accession Requirements (each as defined in the DSC).</p>		
N4.3.3	<p>Upon the New DNO becoming a Party to this Document pursuant to paragraph 4.3.2 above, the Offtake Committee shall so notify:</p> <p>(a) the New DNO, specifying the names of all existing Parties and their prevailing notice details in accordance with GT Section B5.2.3; and</p> <p>(b) (b) all other Parties, specifying the name of the New DNO, its notice details provided under paragraph 4.2.2(a)(iii) above and the effective date of its becoming a Party in accordance with paragraph 4.3.2.</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No Cost Recovery associated with Section N.
N5.1.2	<p>Where a DNO wishes to cease to be a Party:</p> <p>(a) it shall give notice to the Offtake Committee specifying the date with effect from which it wishes to cease to be Party;</p>	The notice(s) stated in this clause would imply this is written communication i.e. email or letter.	No Cost Recovery associated with Section N.

	<p>(b) with effect from the specified date, provided the conditions in paragraph 5.1.1 are satisfied, the withdrawing DNO shall cease to be a Party;</p> <p>(c) if the conditions in paragraph 5.1.1 are not satisfied at the specified date, the withdrawing DNO's notice under paragraph 5.1.2(a) shall lapse and be of no effect.</p>		
N8.5.2	<p>In respect of any matter in relation to which a unanimous decision is not reached by the Offtake Committee at a meeting at which such matter is considered, unless the Offtake Committee decides to defer further consideration of such matter to a later meeting:</p> <p>(a) any member may (by notice to each Party) require that the matter shall be referred to a director of each of the Parties for determination, in which case the Parties shall ensure that their nominated directors meet to consider the matter;</p> <p>(b) if the Parties do not reach a unanimous decision in relation to the matter within 10 Business Days after such notice, any Party may determine the matter with Condition A11(18) Approval.</p>	<p>The notice(s) stated in this clause would imply this is written communication i.e. email or letter.</p>	<p>No Cost Recovery associated with Section N.</p>