

# 0582S:

## Amendments to reflect separation in legal ownership of NTS and National Grid owned LDZs to facilitate the sale of National Grid's Gas Distribution Business



National Grid Gas plc intends to sell a majority stake in its Gas Distribution Business. The new business would no longer be known as National Grid Gas Distribution. It is necessary to modify the UNC to reflect the separation in ownership of the NTS and the 5 LDZs currently comprising National Grid Gas Distribution prior to completion of the sale process.









The Proposer recommends that this modification should be:

- subject to self-governance
- assessed by a Workgroup



Low Impact: Gas Transporters and Shippers

| Contents  |                            |  Any questions?   |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
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| <b>1 Summary</b>  | <b>3</b>                   | Contact:<br><b>Code Administrator</b>  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>2 Why Change?</b>  | <b>4</b>                   |  <a href="mailto:enquiries@gasgovernance.co.uk">enquiries@gasgovernance.co.uk</a>         |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>3 Solution</b>   | <b>4</b>                   |  0121 288 2107  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>4 Relevant Objectives</b>  | <b>6</b>                   | Proposer:<br><b>Chris Warner</b>   |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>5 Implementation</b>   | <b>6</b>                   |  <a href="mailto:chris.warner@nationalgrid.com">chris.warner@nationalgrid.com</a>         |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>6 Impacts</b>  | <b>7</b>                   |  07778 150668   |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>7 Legal Text</b>   | <b>7</b>                   | Transporter:<br><b>National Grid Distribution</b>  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>8 Recommendation</b>   | <b>14</b>                  | Systems Provider:<br><b>Xoserve</b>  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <b>About this document:</b>   |                            |  <a href="mailto:commercial.enquiries@xoserve.com">commercial.enquiries@xoserve.com</a> |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <p>This modification will be presented by the proposer to the panel on 19<sup>th</sup> May 2016.</p> <p>The panel will consider the proposer's recommendation and agree whether this modification should be:</p> <ul style="list-style-type: none"> <li>• subject to self-governance</li> <li>• referred to a workgroup for assessment.</li> </ul>  |                            |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| <p>The Proposer recommends the following timetable:</p> <table border="1"> <tbody> <tr> <td>Initial consideration by Workgroup</td> <td>26<sup>th</sup> May 2016</td> </tr> <tr> <td>Workgroup Report presented to Panel</td> <td>16<sup>th</sup> June 2016</td> </tr> <tr> <td>Draft Modification Report issued for consultation</td> <td>16<sup>th</sup> June 2016</td> </tr> <tr> <td>Consultation Close-out for representations</td> <td>8<sup>th</sup> July 2016</td> </tr> <tr> <td>Final Modification Report presented to Panel</td> <td>11<sup>th</sup> July 2016</td> </tr> <tr> <td>UNC Modification Panel decision</td> <td>21<sup>st</sup> July 2016</td> </tr> </tbody> </table> |                            |  | Initial consideration by Workgroup | 26 <sup>th</sup> May 2016 | Workgroup Report presented to Panel | 16 <sup>th</sup> June 2016 | Draft Modification Report issued for consultation | 16 <sup>th</sup> June 2016 | Consultation Close-out for representations | 8 <sup>th</sup> July 2016 | Final Modification Report presented to Panel | 11 <sup>th</sup> July 2016 | UNC Modification Panel decision | 21 <sup>st</sup> July 2016 |
| Initial consideration by Workgroup  | 26 <sup>th</sup> May 2016  |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| Workgroup Report presented to Panel   | 16 <sup>th</sup> June 2016 |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| Draft Modification Report issued for consultation   | 16 <sup>th</sup> June 2016 |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| Consultation Close-out for representations  | 8 <sup>th</sup> July 2016  |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| Final Modification Report presented to Panel  | 11 <sup>th</sup> July 2016 |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |
| UNC Modification Panel decision   | 21 <sup>st</sup> July 2016 |  |                                    |                           |                                     |                            |   |                            |  |                           |  |                            |                                 |                            |

# 1 Summary

## Is this a Self-Governance Modification?

It is proposed that this modification should be subject to self-governance procedures. This is because the identified changes have no material effect on gas consumers or on competition since the only changes required are to effect the required separation in ownership.

## Is this a Fast Track Self-Governance Modification?

Fast Track procedures are not requested.

## Why Change?

National Grid Gas plc (National Grid) currently owns and operates the NTS and the 5 LDZs comprised in the North West, West Midlands, East Midlands and London networks (and together comprising National Grid Gas Distribution (NGGD)). Though the UNC currently recognises National Grid as owner and operator of the NTS and as a Distribution Network Operator (DNO), it treats National Grid as a single party with a single network code. National Grid is now proposing to transfer the business and assets of NGGD to a new company (National Grid Gas Distribution Limited (NGGDL)).

This modification is required to change the UNC to correctly reflect the position following the legal separation of ownership of the NTS and the 5 LDZs comprising NGGD.

## Solution

Changes are required to a number of definitions within the Transportation Principal Document (TPD), which currently reflect National Grid's role as both NTS owner and operator and DNO in respect of the 4 LDZs comprising NGGD. Further, transitional rules are required to ensure an ordered separation of the NTS and NGGD on the hive across date.

## Relevant Objectives

This modification facilitates GT Licence relevant objectives; b) Coordinated, efficient and economic operation of the combined pipe-line system, on the basis that changes would ensure the co-ordinated operation of the NG and NGGDL systems and f) Promotion of efficiency in the implementation and administration of the Code. This is given that it is necessary to ensure from the hive across that there is a coherent opening position in terms of NGGDL implementing its network code, e.g. inheriting values, parameters and similar where established before the hive across but relevant to the operation of the system after that date.

## Implementation

Given that self-governance procedures are proposed, implementation could be sixteen Business Days following a Modification Panel decision to implement, subject to no Appeal being raised.

## Does this modification impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

Neither the Switching SCR nor implementation of Project Nexus is impacted.

However, there is a requirement for NGGDL to accede to the Transporters Framework Agreement and for NGGDL and Shippers wishing to continue using the 5 LDZs to sign a new Shippers Framework Agreement to make NGGDL's network code binding between them.

## 2 Why Change?

In November 2015, National Grid announced plans to sell a majority stake in the NGGD business.

To prepare for the sale, the 5 LDZs comprising NGGD will be transferred to NGGDL (hive-across). With effect from the hive-across date NGGDL will become a DNO for UNC purposes; it is expected NGGDL will be renamed at the time the sale process is completed.

Without this proposal, the UNC would continue to treat National Grid as a DNO, which would not be the case after the hive-across date. The hive-across also requires some new transitional rules, to ensure the separation in legal ownership is ordered and to allow NGGDL to inherit UNC 'history' where this is required for UNC purposes (e.g. so that nominations given to National Grid before the hive-across date for later date are treated as binding on NGGDL).

## 3 Solution

Modification of the UNC is proposed as follows:

- changes to the Transportation Principal Document (TPD) (principally in Section V) to reflect that fact that post the hive-across of NG Gas Distribution business and assets to NGGDL National Grid will no longer be the holder a GT licence authorising the conveyance of gas through the relevant LDZs s;
- new transitional rules will be added to the Transition Document (TD) to cover the following TPD related issues:
  - to make clear National Grid's Network Code will continue in force post the hive-across date in respect of the NTS only;
  - National Grid and Users will release each other from rights and obligations relating to the relevant LDZs which shall become rights and obligations between NGGDL and Users;
  - transportation charges relating to the relevant LDZs which have not been invoiced prior to the hive-across date will be invoiced by, and be payable to or by, NGGDL (even where the relevant charges relate to the period prior to the hive-across date);
  - acts of National Grid, and circumstances existing under National Grid's Network Code, in relation to the relevant LDZs will be deemed to be binding on NGGDL and exist under NGGDL network code with effect from the hive-across date;
  - all values, e.g. Capacity holdings, Supply Point Registrations relating to the LDZs and established under National Grid's Network Code will continue to apply with effect from the hive-across date pursuant to NGGDL's Network Code; and
  - ancillary agreements relating to the LDZs will be deemed from the hive-across date to be binding between NGGDL (in place of National Grid) and the relevant User;
- new transitional rules will be added to the TD to cover the following Offtake Arrangements Document (OAD) related issues:
  - rights and obligations under OAD in relation to NTS/LDZ offtakes for the relevant LDZs will become, from the hive-across date, rights and obligations enforceable between National Grid and NGGDL;

- National Grid and DNOs will release each other from rights and obligations relating to LDZ/LDZ Offtakes which shall become (from the hive-across date) rights and obligations between NGGDL (in place of National Grid) and the relevant DNO;
- acts of National Grid under OAD in relation to the relevant LDZs will be deemed to be binding on NGGDL with effect from the hive-across date; and

all values, e.g. maintenance programmes, Offtake Profile notices (OPNs) established under OAD and relating to the relevant LDZs will continue to apply with effect from the hive-across date.

While not part of the Modification, the following activities will also be necessary:

- the requirement that NGGDL prepare a Shipper's Framework Agreement, to be signed by NGGDL and shippers, such that NGGDL's Network Code is made binding between them with effect from the hive-across date;
- the requirement that NGGDL sign the Transporter's Framework Agreement, such that those parts of the UNC creating relevant Transporter to Transporter rights and obligations are binding between them with effect from the hive-across date.

| User Pays  |   |
|--|---|
| Classification of the modification as User Pays, or not, and the justification for such classification.  | No User Pays service would be created or amended by implementation of this modification and it is not, therefore, classified as a User Pays Modification. |
| Identification of Users of the service, the proposed split of the recovery between Gas Transporters and Users for User Pays costs and the justification for such view. | Not applicable  |
| Proposed charge(s) for application of User Pays charges to Shippers.   | Not applicable  |
| Proposed charge for inclusion in the Agency Charging Statement (ACS) – to be completed upon receipt of a cost estimate from Xoserve.                                   | Not applicable  |

## 4 Relevant Objectives

| Impact of the modification on the Relevant Objectives:   |                   |
|--|-------------------|
| Relevant Objective   | Identified impact |
| a) Efficient and economic operation of the pipe-line system.   | None              |
| b) Coordinated, efficient and economic operation of<br>(i) the combined pipe-line system, and/ or<br>(ii) the pipe-line system of one or more other relevant gas transporters.   | Positive          |
| c) Efficient discharge of the licensee's obligations.  | None              |
| d) Securing of effective competition:<br>(i) between relevant shippers;<br>(ii) between relevant suppliers; and/or<br>(iii) between DN operators (who have entered into transportation arrangements with other relevant gas transporters) and relevant shippers. | None              |
| e) Provision of reasonable economic incentives for relevant suppliers to secure that the domestic customer supply security standards... are satisfied as respects the availability of gas to their domestic customers.   | None              |
| f) Promotion of efficiency in the implementation and administration of the Code.   | Positive          |
| g) Compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.   | None              |

This modification furthers objectives b) and f) because it ensures that, effective from the hive across, that there is a coherent position in terms of NGGDL implementing its network code and that there is a clear definition of National Grid NTS' and NGGDL's rights and obligations.

## 5 Implementation

Given that self-governance procedures are proposed, implementation could be sixteen Business Days following a Modification Panel decision to implement, subject to no Appeal being raised.

## 6 Impacts

### Does this modification impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

It is expected there would be no material impact on any parties to the UNC. Minor changes would be needed to TPD to reflect the fact National Grid will cease to be a DNO. In addition rules will be needed in the TD to accommodate the separation of ownership of NTS and NGGD from the hive-across date; and to ensure an ordered separation of the businesses with effect from the hive-across date.

While not part of the modification, the following activities will also be necessary:

- the requirement that NGGD prepare a shippers framework agreement, to be signed by NGGD and shippers, such that NGGD's network code is made binding between them with effect from the hive-across date;
- the requirement that NGGD sign the transporters framework agreement, such that those parts of the UNC creating relevant Transporter to Transporter rights and obligations are binding between them with effect from the hive-across date.

## 7 Legal Text

### Text Commentary

The supporting legal text commentary table is published as a separate document alongside the modification.

### Text

#### TRANSPORTATION PRINCIPAL DOCUMENT

##### SECTION V – GENERAL

*Amend paragraph 2.1.2(c) to read as follows:*

"where the Applicant User wishes to become a Shipper User in relation to an LDZ the Applicant User is, or will be, a Shipper User under National Grid's Network Code at the User Accession Date;"

*Amend paragraph 3.1.2 to read as follows:*

"In this paragraph 3 references to  
Users include DNO Users  
."

*Amend paragraph 4.1.6 to read as follows:*

"In this paragraph 4 references to  
Users include Trader Users, except in relation to paragraph 4.3.1(f), and DNO Users  
."

#### TRANSITION DOCUMENT

##### PART I – GENERAL

*Delete text in paragraph 2.1 and replace with text as follows:*

"In this Transition Document the following words and expressions shall have the following meanings:

- (a) **"First Day"** is the DN Hive Down Implementation Date; and where the context admits a reference to the First Day is to 05:00 hours at the start of such Day;
- (b) **"Last Day"** is the Day preceding the DN Hive Down Implementation Date; and where the context admits a reference to the Last Day is to 05:00 hours at the end of such Day;
- (c) **"Relevant System"** is a System owned and operated by National Grid (up until, but not after, the Last Day) as licensee under a Transporter's Licence authorising the conveyance of gas through the LDZ comprised in such System;
- (d) **"New Transporter"** is the Transporter which (from, but not before, the First Day) owns and operates the Relevant Systems;
- (e) **"National Grid Framework Agreement"** is the Framework Agreement between National Grid and Users dated 26 February 1996.

## **PART II – TRANSPORTATION PRINCIPAL DOCUMENT**

### **Part II A – General**

*Delete text in paragraphs 2 to 4 (inclusive) and replace with text as follows:*

#### **"2 National Grid**

- 2.1 For the avoidance of doubt, National Grid's Network Code (as modified by the Code Modification referred to in the definition of DN Hive Down Implementation Date) shall continue in force in accordance with its terms in relation to the NTS only, and Part IIB shall not apply in respect of National Grid's Network Code.
- 2.2 With effect from the First Day, National Grid and Users hereby release each other from all rights and obligations and liabilities under National Grid's Network Code, the National Grid Framework Agreement and any Ancillary Agreement which:
  - (a) relate to a Relevant System;
  - (b) by virtue of the operation of Part IIB become rights, obligations and liabilities between, and enforceable by, the New Transporter and Users.

#### **3 Collective actions**

- 3.1 Anything done by the Transporters collectively pursuant to National Grid's Network Code on or before the Last Day which (if it were done on or after the First Day) would be required to be done by the Transporters (including the New Transporter) collectively, shall be deemed to have been done collectively by the Transporters and the New Transporter pursuant to the Code for the purposes of its application on and with effect from the First Day.

#### **4 Transportation Charges in relation to a Relevant System**

- 4.1 In this Transition Document:

**"Invoiced Transportation Charges"** means:

- (a) amounts relating to a Relevant System which:
  - (i) are payable by a User or National Grid pursuant to National Grid's Network Code by way of a Transportation Charge, or otherwise pursuant to any provision of National Grid's Network Code which provides for an



amount to be payable (but for the avoidance of doubt not including Energy Balancing Charges);

(ii) accrue in respect of any period on or before the Last Day;

(b) amounts payable by National Grid or a User by way of an Invoice Credit, rebate or other adjustment in respect of an amount payable under paragraph (i);

(c) amounts payable by National Grid or a User by way of interest in respect of an amount payable under paragraph (i) or (ii); and

(d) any amount payable by National Grid or a User following resolution of an Invoice Query or dispute in respect of an amount payable under paragraph (i), (ii) or (iii),

in respect of which an Invoice in respect of such amount has been issued on or before the Last Day.

4.2 Invoiced Transportation Charges shall continue to be payable by or to National Grid under National Grid's Network Code (and shall not become payable by or to the New Transporter).

4.3 Any dispute whether existing as at the Last Day or arising on or after the Last Day, as to (or so far as relating to) any Invoiced Transportation Charges shall be a dispute under National Grid's Network Code between the New Transporter and the relevant User."

## **Part IIB – Relevant Transporters**

*Rename "Part IIB – New Transporter".*

*Delete text in paragraphs 1 to 12 (inclusive) and replace with text as follows:*

### **"1 Introduction**

1.1 Anything done by a User or National Grid pursuant to, and any circumstances existing under National Grid'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 the 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 Grid'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 Grid pursuant to National Grid'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:

| <b>TPD Section</b> | <b>Value and parameter</b> |
|--------------------|----------------------------|
|--------------------|----------------------------|

|   |  |
|---|--|
| 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 Nomination 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, 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 Grid'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, 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.

## **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 Grid and a User under National Grid's Network Code, the National Grid 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 Grid 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 Grid 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 Grid 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 Grid'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 Grid 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 Grid'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 Grid's Network Code shall be deemed with effect from the First Day to be 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 Grid as at the Last Day pursuant to National Grid's Network Code.

## **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 Grid as a representative of National Grid 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."

## **PART III – OFFTAKE ARRANGEMENTS DOCUMENT**

*Delete text at paragraphs 1 to 10 (inclusive) and replace with text as follows:*

### **"1 Introduction**

- 1.1 In this Part III defined terms shall have the meanings given to them in or for the purposes of the Offtake Arrangements Document.

### **2 Rights and Obligations**

- 2.1 With effect from the First Day, the rights and obligations set out in the Offtake Arrangements Document between Transporters in respect of;

- (a) each NTS/LDZ Offtake at which gas can flow from the NTS to an LDZ comprised in a Relevant System ("**Relevant NTS/LDZ Offtake**"); and
- (b) the planning, operation and maintenance of the NTS and Relevant Systems, and the implementation of certain provisions of the Transportation Principal Document

shall become rights and obligations between, and enforceable by, National Grid and the New Transporter.

- 2.2 With effect from the First Day, and in respect of each LDZ/LDZ Offtake at which gas can flow between an LDZ comprised in a Relevant System and an LDZ not comprised in a Relevant System ("**Relevant LDZ/LDZ Offtake**"), the rights, obligations and liabilities of National Grid and the relevant DN Operator arising under the Offtake Arrangements Document (and the relevant Supplemental Agreement) as outstanding at the Last Day shall be deemed with effect from the First Day to be rights, obligations and liabilities between, and enforceable by, the New Transporter and the relevant DN Operator.
- 2.3 Anything done by National Grid in its capacity as a DN Operator (and downstream Party) pursuant to the Offtake Arrangements Document on or before the Last Day, so far as relating to a Relevant System, Relevant NTS/LDZ Offtake or Relevant LDZ/LDZ Offtake, shall be deemed to have been done by the New Transporter for the purposes of the application of the Offtake Arrangements Document on and with effect from the First Day.
- 2.4 For the purposes of paragraphs 2.1 and 2.2, all parameter values established and prevailing pursuant to the terms of the Offtake Arrangements Document on the Last Day and relating to a Relevant System, Relevant NTS/LDZ Offtake or Relevant LDZ/LDZ Offtake shall be deemed to have been established and prevailing on and with effect from the First Day in accordance with the Offtake Arrangements Document.

2.5 For the purposes of paragraphs 2.1 and 2.2, any determination made, discretion exercised or step taken by National Grid pursuant to the Offtake Arrangements Document on or before the Last Day and relating to a Relevant System, Relevant NTS/LDZ Offtake or Relevant LDZ/LDZ Offtake 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 Offtake Arrangements Document.

**3 Values and parameters**

3.1 The parameter values referred to in paragraph 2.4 shall include, but not be limited, to the following:

| <b>OAD Section</b>   | <b>Value and parameter</b>  |
|--|---|
| Section F: Determination of Calorific Value                  | The daily CV in respect of Relevant Systems   |
| Section G: Maintenance                                       | Planned Maintenance in respect of Relevant Systems                                    |
| Section H: NTS Long Term Demand Forecasting                  | Historic and forecast demand information exchanged in respect of Relevant Systems     |
| Section I: Operational Flows                                 | Offtake Profile Notices and pressure requests in respect of Relevant NTS/LDZ Offtakes |
| Section J: LDZ/LDZ Offtakes – Planning and Operational Flows | Offtake Parameter Values and Offtake Profile Notices for Relevant LDZ/LDZ Offtakes    |

**4 Supplemental Agreements**

4.1 Until such time as National Grid and the New Transporter enter into a Supplemental Agreement in respect of a Relevant NTS/LDZ there shall be deemed to be a Supplemental Agreement in force, on the terms of the arrangements existing (as between National Grid as both the upstream and downstream Party) on the Last Day in respect of the Relevant NTS/LDZ Offtake, which shall with effect from the First Day give rise to rights, obligations and liabilities between, and enforceable by, National Grid and the New Transporter."

**PART IV – MODIFICATION RULES**

*Delete text at paragraphs 1 to 5 (inclusive) and replace with text as follows:*

**"1 Modification Panel**

1.1 The person appointed to the committee established pursuant to the Joint Governance Arrangements Agreement dated 1 May 2005 between the relevant Transporters ("**JGAA committee**") by National Grid in its capacity as the owner of the Relevant Systems, and therefore a Transporter Representative on the Modification Panel, shall be deemed with effect from the First Day to have been appointed to the JGAA committee by the New Transporter and such person shall continue to be appointed to the JGAA committee and be a Transporter Representative on the Modification Panel until such time as such person is replaced as the New Transporter's representative on the JGAA committee.

## 2 Modification Proposals

- 2.1 Where as at the Last Day a Modification Proposal in respect of the Code has been made by National Grid in its capacity as a DN Operator and the Authority has not given a consent or direction in respect of such Modification Proposal the Modification Proposal shall be deemed with effect from the First Day to have been made by the New Transporter in accordance with the Modification Rules.
- 2.2 For the purposes of paragraph 2.1, all steps, acts and other things done at the Last Day by National Grid as the Proposer of the Modification Proposal shall with effect from the First Day be deemed to have been done by the New Transporter in accordance with the Modification Rules."

### GENERAL TERMS

#### SECTION B – GENERAL

*Delete paragraph 1.2.2.*

*Amend paragraph 2.1.1(a) to read as follows:*

""**National Grid NTS**" means National Grid as licensee under the Transporter's Licence authorising the conveyance of gas through the NTS;"

*Amend paragraph 2.1.1(b) to read as follows:*

""**DN Operator**" or "**DNO**" means a person which is, in its capacity as, the owner or operator of one or more LDZ(s) and licensee under a Transporter's Licence authorising the conveyance of gas through such LDZ(s);"

*Amend paragraph 2.1.2 to read as follows:*

"For the purposes of the Code:

- (a) a reference to "**the Transporters**" is to the Transporters collectively;
- (b) anything required to be done by the Transporters which is done by or on behalf of any one or more of them shall be treated as having been done by all of them."

#### SECTION C – INTERPRETATION

*Add new definition in paragraph 1 as follows:*

""**[DN Hive Down Implementation Date]**" means the date with effect from which National Grid ceases to be a DN Operator;"

## 8 Recommendation

The Proposer invites the Panel to:

- Determine that this modification should be subject to self-governance; and
- Progress to Workgroup assessment.