

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART VI – COVID-19 – TEMPORARY MEASURES<sup>1</sup>****1. Relevant Period**

## 1.1 In this Part VI:

- (a) terms defined in the Transportation Principal Document and the General Terms have the meanings given in those Documents;
- (b) the “**1984 Act**” means the Public Health (Control of Disease) Act 1984;
- (c) the “**2020 Act**” means the Coronavirus Act 2020;
- (d) “**coronavirus**” has the meaning given in section 1(1) of the 2020 Act;
- (e) “**Relevant Impact**” means the reduction of a consumer’s requirement for gas, or the inability to obtain Meter Readings, as a result of a cessation of, or a restriction on, the conduct of business activities or provision of services at the Consumer’s Plant located at the relevant Supply Meter Point;
- (f) “**Relevant Measure**” means a legally binding requirement or restriction that is imposed by a Relevant Regulation and has a Relevant Impact;
- (g) “**Relevant Period**” means in relation to an LDZ Supply Point, a period during which a Relevant Measure has a Relevant Impact in relation to the LDZ Supply Point (for example, the period beginning when a Relevant Regulation that imposes the Relevant Measure enters into force and ending when it ceases to have effect in respect of the LDZ Supply Point).
- (h) “**Relevant Regulations**” means, in the case of:
  - (i) in the case of a Supply Meter Point located in England or Wales, regulations made under section 45B or 45C of the 1984 Act; an order made under section 45I of the 1984 Act; or a direction given under Schedule 16 (Part 1), Schedule 20, or Schedule 22 (Part 2 or 4) to the 2020 Act;
  - (ii) in the case of a Supply Meter Point located in Scotland, regulations made under Schedule 19 to the 2020 Act; or a direction given under Schedule 16 (Part 2), Schedule 20, or Schedule 22 (Part 3) to that Act; or
  - (iii) in the case of any Supply Meter Point any other Legal Requirement which has a Relevant Impact (and whether or not in respect of all or only certain Supply Meter Points located in the relevant part of Great Britain),

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<sup>1</sup> Implementation of modification 0799 effective 05:00hrs on a date to be confirmed will add a new General Section TDVII.

in each case as such regulations, orders or directions, or the provisions of the 1984 Act or the 2020 Act referred to in this paragraph (g), may be amended, re-stated, re-enacted, varied, consolidated or replaced from time to time.

- (i) “**coronavirus**” has the meaning given in the Relevant Regulations.

## 2. Meter Readings

- 2.1 Where a User is unable to obtain and submit to the CDSP a Meter Reading for a Class 3 or 4 Supply Meter for a Read Date which falls within the Relevant Period (due to the obtaining of a Meter Reading being prevented) the User may instead submit an estimated Meter Reading.
- 2.2 Where a User submits an estimated Meter Reading in accordance with paragraph 2.1:
- (a) the Meter Reading will be estimated by the User on the basis of the User’s reasonable estimate of the expected Metered Volume offtaken at the Supply Meter Point during the relevant Meter Reading Period;
  - (b) the User shall keep a record of the basis on which it made its reasonable estimate under paragraph (a) for a period of not less than two (2) years following the end of the Relevant Period and make such record available to the relevant DN Operator where so requested.

## 3. Deemed Isolation

- 3.1 For the purposes of this paragraph 3 a “**Relevant Supply Meter Point**” is a Supply Meter Point at which the offtake of gas from the Total System:
- (a) ceases during a Relevant Period due to the temporary cessation of business activities at the consumer’s premises;
  - (b) is reduced during a Relevant Period due to reduced business activities at the consumer’s premises such that expected quantity of gas to be offtaken at the Supply Meter Point on any Day in the Relevant Period is expected to be no greater than two point five per cent (2.5%) of the average quantity of gas offtaken (on the basis of seasonal normal demand) at the Supply Meter Point in the sixty (60) day period ending on the day prior to the commencement of the Relevant Period (“**de minimus quantity**”).
- 3.2 A Relevant Supply Meter Point shall be deemed to be Isolated (with effect from the date referred to in paragraph 3.3) where the Registered User submits a notification to the CDSP specifying:
- (a) the identity of the User;
  - (b) the relevant Supply Point Registration Number and the Supply Meter Point Reference Number at the Supply Meter Point; and
  - (c) evidence of the cessation or reduction in business activities at the consumer’s premises due to the impact of coronavirus.
- 3.3 Subject to paragraph 3.4 within one (1) day of receipt of a notification which complies with paragraph 3.2 the CDSP will amend the Supply Point Register to set the status of the Supply Meter Point to ‘Isolated’ (notwithstanding that gas is capable of being offtaken (or is been

oftaken in quantities no greater than the de minimus quantity)) from the Total System on any Day during a Relevant Period.

- 3.4 Where the Relevant Supply Meter Point is a Shared Supply Meter Point the CDSP will not amend the Supply Point Register pursuant to paragraph 3.3 unless each Sharing Registered User submits a notification which complies with paragraph 3.2.
- 3.5 TPD Section G3.7 shall not apply in relation to a Relevant Supply Meter Point which is deemed to be Isolated in accordance with paragraph 3.3, provided the Relevant Supply Meter Point shall cease to be deemed to be Isolated with effect from the earlier of:
- (a) the date on which the Transporter or the CDSP becomes aware that gas is being oftaken from the Total System at the Supply Meter Point in quantities which exceed the de minimus quantity;
  - (b) the end of the Relevant Period.
- 3.6 For as long as Relevant Supply Meter Point is deemed to be Isolated in accordance with paragraph 3.3:
- (a) the Transporter will be deemed to have completed any Site Visit Appointment arranged in respect of premises at a Relevant Supply Meter Point for any date during a Relevant Period;
  - (b) where relevant, the Relevant Supply Meter Point will not be treated as a Performance Relevant Supply Meter for the purposes of TPD Section M7 for any month falling in whole or in part in a Relevant Period;
  - (c) the Transporter shall not be liable to the Registered User in respect of any failure to make gas available for offtake at the Relevant Supply Meter Point in accordance with TPD Section J3.5 during a Relevant Period.

#### **4. Reduced Charge**

- 4.1 For the purposes of this paragraph 4 and paragraph 5, “**Reduced Charge**” means:
- (a) in the case of a Class 1 Supply Point, a Class 1 Ratchet Charge equal to zero;
  - (b) in the case of a Class 2 Supply Point, a Class 2 Ratchet Charge equal to zero;
  - (c) in the case of an LDZ Connected System Exit Point, a LDZ CSEP Overrun Charge calculated in accordance with TPD Section B4.8.3 but on the basis of one times the Applicable Annual Rate of the LDZ Capacity Charge;
- 4.2 Where Relevant Regulations are in place there occurs:
- (a) in relation to a Class 1 or Class 2 Supply Point a Supply Point Ratchet;
  - (b) in relation to a LDZ Connected System Exit Point an overrun day,

the relevant Reduced Charge shall apply where the User can demonstrate the Supply Point Ratchet or (as the case may be) overrun day occurred due to a legitimate cause.

4.3 For the purposes of paragraph 4.2 **“legitimate cause”** means:

(a) in the case of a Supply Point:

- (i) the commencement of a new business activity; or
- (ii) an increase in the levels of an on-going business activity at the consumer's premises;

(b) in the case of a LDZ Connected System Exit Point;

- (i) the commencement of a new business activity; or
- (ii) an increase in the levels of on-going business activity at consumers premises connected to the relevant Connected Offtake System;

provided the undertaking of such new or increased business activity is connected with mitigating the impacts of coronavirus in Great Britain.

4.4 Where a Registered User believes the Supply Point Ratchet or (as the case may be) overrun day occurred due to a legitimate cause:

- (a) it shall promptly notify the DN Operator that in its opinion such occurrence was due to a legitimate cause;
- (b) it shall submit to the DN Operator, no later than thirty (30) days after the date on which the Supply Point Ratchet or (as the case may be) overrun day occurred, evidence of which legitimate cause applied.

4.5 On receipt of the evidence referred to in paragraph 4.4(b) the DN Operator will confer with the CDSO and as soon as reasonably practicable thereafter notify the Registered User of whether or not it agrees the Supply Point Ratchet (or as the case may be) overrun day occurred due to the specified legitimate cause.

4.6 Where the DN Operator does not agree the Supply Point Ratchet (or as the case may be) overrun day occurred due to the specified legitimate cause the Registered User shall pay the Supply Point Ratchet Charge (calculated in accordance with TPD Section B4.7) or (as the case may be) the LDZ CSEP Overrun Charge (calculated in accordance with TPD Section B4.8.3).

## **5. Capacity Reduction**

5.1 Where in relation to a Class 1 or Class 2 Supply Point the relevant Reduced Charge applies in accordance with paragraph 4 and a Relevant Period:

- (a) ends during a Capacity Reduction Period and there is sufficient time remaining in such period for the submission and approval of a Capacity Revision Application, the Registered User shall promptly submit a Capacity Revision Application;
- (b) ends on a date which is not within a Capacity Reduction Period, or there is insufficient time remaining in such period for the submission and approval of a Capacity Revision Application, the Registered User shall submit a Capacity Revision Application no later than thirty (30) days after the end of the Relevant Period

requesting a decrease in the Supply Point Capacity to an amount equal to the Supply Point Capacity held by the Registered User at the Supply Point on 23 March 2020.

- 5.2 A Capacity Revision Application submitted in accordance with paragraph 5.1 shall not be taken into account for the purposes of TPD Section G5.1.14(a).

## 6. Not Used

## 7. Introduction

- 7.1 For the purposes of paragraphs 7 to 12 (inclusive):

- (a) **“DNO Cap”** means, in respect of a Relevant BP, any of Cadent Gas Limited, Northern Gas Networks Limited and Wales & West Utilities Limited and Relevant Invoice. the amount shown in Table 3 plus (if any) such amount of the Unutilised Relevant Transporter Cap as such DNO determines;
- (b) **“Eligible User”** means, in relation to a Relevant BP, a User who has made an application in accordance with paragraph 8.2 which has been accepted by the CDSP in relation to the Relevant BP;
- (c) **“Eligible User DNO Cap”** means in respect of a Relevant BP, any of Cadent Gas Limited, Northern Gas Network Limited and Wales & West Utilities Limited, Relevant Invoice and an Eligible User the amount shown in Table 2;
- (d) **“Eligible User SGN Cap”** means, in respect of a Relevant BP, and each of Scotland Gas Networks plc and Southern Gas Networks plc and Relevant Invoice, the amount notified as such by each such Transporter to each Eligible User in accordance with paragraph 9.1 provided the sum of such amounts shall in aggregate equal the amount shown in Table 2;
- (e) **“Eligible User NTS Cap”** means in respect of a Relevant BP, National Grid NTS, Relevant Invoice and an Eligible User:
  - (i) the amount shown in Table 2; less
  - (ii) the Actual Deferred Payment Amount in respect of a Relevant Invoice for the Relevant BP with an earlier Relevant Payment Date;

- (f) in respect of a Relevant BP and Relevant Invoice the **“Issue Date”**, **“Invoice Due Date”**, the **“First Deferred Payment Date”** and the **“Second Deferred Payment Date”** are the dates shown in Table 1;
- (g) **“NTS Cap”** means, in respect of a Relevant BP, National Grid NTS and Relevant Invoice the sum of an amount equal to the amount shown in Table 3 plus (if any) the Unutilised Relevant Transporter Cap Amount;
- (h) **“Relevant BP”** means each of the June, July and August 2020 Billing Periods;
- (i) **“Relevant BP Application Window”** means, in relation to a Relevant BP, the last five (5) Business Days of the Relevant BP;
- (j) **“Relevant Transporter Cap”** means, in relation to a Relevant BP and as applicable, the DNO Cap, the SGN Cap or the NTS Cap;
- (k) **“Relevant Eligible User Cap”** means in relation to a Relevant BP and as applicable, the Eligible User DNO Cap, the Eligible User SGN Cap or the Eligible User NTS Cap;
- (l) **“Relevant Invoice”** means in relation to a Relevant BP;
  - (i) a DNO, an LDZ Capacity Invoice;
  - (ii) National Grid NTS, an NTS Entry Capacity Invoice, NTS Exit Capacity Invoice and a Commodity Invoice;
- (m) **“Relevant Invoice Amounts”** means in relation to a Relevant Invoice and Relevant Payment Date the Invoice Amounts payable in respect of Relevant Invoice Items;
- (n) **“Relevant Payment Date”** means in respect of a Relevant BP and a Relevant Invoice the Invoice Due Date, the First Deferred Payment Date and the Second Deferred Payment Date shown in Table 1;
- (o) **“Relevant Invoice Items”** means in relation to a:
  - (i) LDZ Capacity Invoice, all Invoice Items;
  - (ii) NTS Entry Capacity Invoice, all Invoice Items;
  - (iii) NTS Exit Capacity Invoice, all Invoice Items;
  - (iv) Commodity Invoice, NTS Entry Commodity Charges, NTS Exit (Flat) Commodity Charges and NTS Optional Commodity Charges;
- (p) **“SGN Cap”** means, in respect of a Relevant BP, each of Scotland Gas Networks plc and Southern Gas Networks plc and a Relevant Invoice, the amount notified as such by each such Transporter to each Eligible User in accordance with paragraph 9.1 provided the sum of such amounts shall in aggregate equal the amount shown in Table

3 plus (if any) such amount of the Unutilised Relevant Transporter Cap as each determines;

- (q) a reference to a “**Table**” is to the relevant table in the Annex to this Part VI; and
- (r) in respect of a Relevant BP the Relevant Transporter Cap is “**Unutilised**” in relation to a Relevant Invoice Amounts to the extent the sum of the Deferred Amount for relevant Eligible Users is less than the Relevant Transporter Cap in relation to the Relevant BP.

7.2 In the event in relation to a Relevant BP there is an error in the calculation and application of the Relevant Transporter Cap, the Transporter shall promptly notify the Code Administrator along with details of the revised Relevant Transporter Cap which shall apply in respect of any remaining Relevant BP, and Eligible Users in respect of any such remaining Relevant BP will be notified by the Code Administrator of the revised Relevant Transporter Cap.

7.3 Where in relation to a Relevant BP and DNO there is an amount of Unutilised Relevant Transporter Cap the DNO shall be free to determine what amount (if any) of the Unutilised Relevant Transporter Cap is to be made available in relation to any subsequent Relevant BP (provided the Transporter shall be required to make available the full amount of any Unutilised Relevant Transporter Cap in relation to the final Relevant BP).

7.4 Any notification to Eligible Users by Transporters required to facilitate implementation of paragraphs 7 to 12 (inclusive) shall be published by the Code Administrator.

## **8. Eligible User**

8.1 Subject to paragraphs 8.6 and 12.4(b), a User who wishes to be an Eligible User in relation to a Relevant BP may submit an application to the CDSP.

8.2 An application to become an Eligible User shall specify:

- (a) the identity of the User;
- (b) the relevant 'shipper short codes' in respect of which the application is made;
- (c) the Relevant BP in respect of which the application is made;
- (d) the name of one or more persons who the CDSP may contact in respect of the application, together with a contact email address and mobile telephone number for each such person.

8.3 The CDSP will reject an application to become an Eligible User in relation to a Relevant BP where:

- (a) the application is not submitted during the applicable Relevant BP Application Window;
- (b) the requirements of paragraph 8.2 are not complied with;

- (c) the User, a Parent Company of the User, any subsidiary of such Parent Company or any company in respect of which the User is a Parent Company was, on 1 June 2020, the holder of an Approved Credit Rating

and where the CDSP rejects an application the CDSP will promptly notify the User.

- 8.4 Subject to paragraph 8.3, the CDSP will approve an application and the CDSP will promptly inform the User that in relation to the Relevant BP the User is an Eligible User; and the CDSP shall promptly inform each Transporter following the end of the Relevant BP Application Window of all Users who are Eligible Users in relation to the Relevant BP.
- 8.5 For the avoidance of doubt a User must submit a separate application in respect of each Relevant BP in relation to which it wishes to be an Eligible User.
- 8.6 A User who is party to a Prepayment Agreement with a Transporter and in accordance with such agreement has prepaid all Invoice Amounts in respect of a Relevant Invoice for a Relevant BP shall not be permitted to be an Eligible User in relation to such Relevant BP.

## **9. Payment Amounts and Payment Dates**

- 9.1 Promptly following the issue of a Relevant Invoice in respect of a Relevant BP the Transporter shall issue a notice to each Eligible User specifying:
- (a) the Relevant Invoice and the Relevant Invoice Amounts;
  - (b) the Relevant BP to which the Relevant Invoice relates;
  - (c) the Actual Minimum Payment Amount (or any amount payable in accordance with paragraph 9.4) and the Invoice Due Date;
  - (d) the First Deferred Payment Amount and the First Deferred Payment Date;
  - (e) the Second Deferred Payment Amount and the Second Deferred Payment Date;
  - (f) in the case of:
    - (i) a DNO the amount (if any) of the Unutilised Relevant Transporter Cap which has the DNO has determined should be made available in the Relevant BP;
    - (ii) each of Scotland Gas Networks plc and Southern Gas Networks plc, the applicable Eligible User SGN Cap and the applicable SGN Cap.
- 9.2 In determining the applicable Eligible User SGN Cap and the applicable SGN Cap for a Relevant BP each of Scotland Gas Networks plc and Southern Gas Networks plc will allocate between them the amounts shown in Table 2 and 3 in such manner as provides, to the fullest extent practicable, relief to Eligible Users in relation to Relevant Invoice Amounts which are not required to be paid on the Invoice Due Date.
- 9.3 For the purposes of this paragraph 9 in relation to a Relevant BP, Transporter and a Relevant Invoice:



- (a) the “**Actual Deferred Payment Amount**” or “**ADPA**” is the amount calculated in accordance with paragraph (b)(i);
- (b) the “**Actual Minimum Payment Amount**” is:
- (i) where in relation to the Relevant BP the sum of the Initial Deferred Payment Amounts exceeds the Relevant Transporter Cap, an amount for each Eligible User calculated as:

$$\text{AMPA} = (\text{IMPA} + \text{IDPA}) - \text{ADPA}$$

where:

AMPA is the Actual Minimum Payment Amount;

IMPA is the Initial Minimum Payment Amount;

IDPA is the Initial Deferred Payment Amount;

ADPA is the  $\text{IDPA} * (Z / (X - Y))$

X the sum of all the Relevant Invoice Amounts payable by all Eligible Users;

Y is the sum of the Initial Minimum Payment Amounts payable by all Eligible Users;

Z is the Relevant Transporter Cap; or

- (ii) where paragraph (b)(i) does not apply, the Initial Minimum Payment Amount;
- (c) “**Initial Deferred Payment Amount**” is an amount equal to Relevant Invoice Amounts less the Initial Minimum Payment Amount;
- (d) “**First Deferred Payment Amount**” is equal to fifty per cent (50%) of the Actual Deferred Payment Amount;
- (e) “**Initial Minimum Payment Amount**” or “**IMPA**” is the greater of:
- (i) twenty five per cent (25%) of the Relevant Invoice Amounts;
- (ii) the Relevant Invoice Amount less the Relevant Eligible User Cap; and
- (f) “**Second Deferred Payment Amount**” is equal to fifty per cent (50%) of the Actual Deferred Payment Amount.

9.4 The Relevant Invoice Amounts under each Relevant Invoice payable by an Eligible User to a Transporter in relation to a Relevant BP shall be due and payable:

- (a) in the case of the Actual Minimum Payment Amount, on or before the Invoice Due Date;

- (b) in the case of the First Deferred Payment Amount, on or before the First Deferred Payment Date;
- (c) in the case of the Second Deferred Payment Amount, on or before the Second Deferred Payment Date.

9.5 Where in respect of a Relevant BP and a Relevant Invoice an Eligible User pays what the Eligible User estimates to be the Initial Minimum Payment Amount prior to the notification of the Actual Minimum Payment Amount under paragraph 9.1, the Eligible User shall pay the Transporter the difference where the Actual Minimum Payment Amount (following notification by the Transporter in accordance with paragraph 9.1) is greater than the amount paid by the Eligible User within five (5) Business Days of receipt of the Transporter's notification.

9.6 Where on the date on which paragraphs 7 to 12 (inclusive) are first effective an Eligible User has already paid in full all Relevant Invoice Amounts in respect of a Relevant Invoice for the June 2020 Billing Period, the Transporter shall treat the payment, to the extent that it exceeds the Relevant Invoice Amounts that would otherwise have been payable in respect of the Relevant Invoice on the Invoice Due Date pursuant to this Part VI as an over-payment, and the Transporter shall re-pay to the Eligible User the over-payment within five (5) Business Days of such date (and the Transporter shall not be required to pay any interest or other sum to the Eligible User in respect of such over-payment).

## **10. TPD Section S**

10.1 For the purposes of this Part VI and:

- (a) TPD Section S1.7, the requirements of paragraphs 7 to 12 (inclusive) shall not require the Transporter to issue 'divided' Invoice Documents;
- (b) TPD Section S3.1.1, Relevant Invoice Amounts shall be paid by the Eligible User to the Transporter on or before the dates provided for in paragraph 9.4;
- (c) TPD Section S3.5.1, an Eligible User shall pay interest at the Applicable Interest Rate on any Relevant Invoice Amounts which are not paid on the Invoice Due Date from the Invoice Due Date until the Day on which any such amounts are paid.

10.2 Each of TPD Section S3.5.3 and S3.6.5 shall not apply in relation to an Eligible User by reason of an Eligible User not paying the full amount under a Relevant Invoice in relation to a Relevant BP on the Invoice Due Date, but each of TPD Section S3.5.3 and S3.6.5 shall apply in relation to an Eligible User in the event the Eligible User fails to pay the First Deferred Payment Amount or (as the case may be) the Second Deferred Payment Amount on the First Deferred Payment Date or (as the case may be) the Second Deferred Payment Date.

## **11. TPD Section V**

11.1 For the purposes of calculating an Eligible User's Value at Risk on any Day while the provisions of this Part VI apply (and by reference to Relevant Invoice Amounts for any

Relevant BP) Table 4 identifies which such Relevant Invoice Amounts shall be included or (as the case may be) excluded from the Value at Risk calculation on any such Day.

- 11.2 For the purposes of TPD Section V4.3.1(a) a User Default shall not be treated as having occurred by reason of the Eligible User only paying the Actual Minimum Payment Amount on the Invoice Due Date.

## 12. Cessation

- 12.1 For the purposes of this paragraph 12:

- (a) **“Eligible User Event”** means in relation to an Eligible User:
- (i) the Eligible User fails to pay the Actual Minimum Payment Amount in respect of a Relevant Invoice by the Invoice Due Date;
  - (ii) the Eligible User fails to pay the First Deferred Payment Amount (or as the case may be) the Second Deferred Payment Amount in respect of a Relevant Invoice by the First Deferred Payment Date or (as the case may be) the Second Deferred Payment Date;
  - (iii) the Eligible User is in breach of paragraph 12.5;
  - (iv) the Eligible User gives notice to the CDSF that it no longer wishes to be an Eligible User;
- (b) **“Transporter Event”** means in relation to a Transporter, where the Transporter determines that the continued application of this Part VI in relation to Relevant Invoice Amounts under Relevant Invoices payable to the Transporter, will cause the Transporter (or a Parent Company of such Transporter, or a subsidiary of such Parent Company or a subsidiary of the Transporter) to be in breach of (or there is a risk the Transporter will be in breach of) any contract, covenant, commitment, undertaking or other arrangement agreed between the Transporter and any provider of finance, loan facility, lending or similar to the Transporter.

- 12.2 In the event there occurs in relation to a Transporter a Transporter Event the Transporter may notify each relevant Eligible User that a Transporter Event has occurred, and such notice shall specify which Relevant Invoice Amounts which remain unpaid in respect of any Relevant BP at the date of such notice;

- (a) shall remain payable on or before the First Deferred Payment Date (or as the case may be) the Second Deferred Payment Date;
- (b) shall be immediately due and payable, and in respect of any such Relevant Invoice Amounts, the date on or before which the Transporter requires the Relevant Invoice Amounts to be paid (which such date shall be treated as the Invoice Due Date for such amounts for the purposes of TPD Sections S and V).

- 12.3 In the event there occurs in relation to an Eligible User an Eligible User Event as described in paragraph 12.1(a)(i):
- (a) the User shall cease to be an Eligible User in respect of the Relevant BP;
  - (b) all Relevant Invoice Amounts in respect of all Relevant Invoices in respect of the Relevant BP shall become immediately due and payable to each Transporter (and the date of the Eligible User Event shall be treated as the Invoice Due Date for such amounts for the purposes of TPD Sections S and V).
- 12.4 In the event there occurs in relation to an Eligible User an Eligible User Event as described in paragraph 12.1(a)(ii), (iii) or (iv):
- (a) the User shall cease to be an Eligible User in respect of the Relevant BP;
  - (b) the User shall cease to be entitled to be an Eligible User in relation to any subsequent Relevant BP;
  - (c) all Relevant Invoice Amounts which remain unpaid at the date of the Eligible User Event in respect of any Relevant BP shall become immediately due and payable to each Transporter (and the date of the Eligible User Event shall be treated as the Invoice Due Date for such amounts for the purposes of TPD Sections S and V).
- 12.5 Each Eligible User agrees with each Transporter that during the period commencing 1 June 2020 and ending on the date from which there are no longer any:
- (a) Relevant Invoice Amounts which remain due and payable to any Transporter; or
  - (b) any amounts due and payable under any Interest Invoice issued by any Transporter pursuant to paragraph 10.1(c);
- that:
- (i) the Eligible User will not declare or pay any dividend or make any other distribution or return of capital to or for the benefit of a Parent Company, or any other shareholders, partners, stakeholders or any other Affiliate; and
  - (ii) the Eligible User will not pay any additional or increased salary or bonus (whether or not the recipient is eligible for such) or make any other discretionary payment to any of its directors.
- 12.6 For the purposes of paragraph 12.5(b)(i) Affiliate shall mean an Affiliate of any specified percentage.

## ANNEX

TABLE 1 ISSUE DATE, INVOICE DUE DATE, FIRST DEFERRED PAYMENT DATE AND SECOND DEFERRED PAYMENT DATE

Extended Payment BP	Relevant Invoice Type	Relevant Invoice Items	Issue Date	Invoice Due Date	First Deferred Payment Date	Second Deferred Payment Date
June 2020	LDZ Capacity Invoice	All Invoice Items	6 July 2020	20 July 2020	5 October 2020	3 November 2020
June 2020	NTS Entry Capacity Invoice	All Invoice Items	6 July 2020	20 July 2020	5 October 2020	3 November 2020
June 2020	NTS Exit Capacity Invoice	All Invoice Items	6 July 2020	20 July 2020	5 October 2020	3 November 2020
June 2020	Commodity Invoice	NTS Exit (Flat) Commodity Charges and NTS Optional Commodity Charges	10 July 2020	22 July 2020	8 October 2020	6 November 2020
June 2020	Commodity Invoice	NTS Entry Commodity Charges	24 July 2020	5 August 2020	22 October 2020	20 November 2020
July 2020	LDZ Capacity Invoice	All Invoice Items	6 August 2020	20 August 2020	4 December 2020	4 January 2021
July 2020	NTS Entry Capacity Invoice	All Invoice Items	6 August 2020	20 August 2020	4 December 2020	4 January 2021
July 2020	NTS Exit Capacity Invoice	All Invoice Items	6 August 2020	20 August 2020	4 December 2020	4 January 2021
July 2020	Commodity Invoice	NTS Exit (Flat) Commodity	12 August 2020	24 August 2020	10 December 2020	8 January 2021

		Charges and NTS Optional Commodity Charges				
July 2020	Commodity Invoice	NTS Entry Commodity Charges	26 August 2020	7 September 2020	24 December 2020	22 January 2021
August 2020	LDZ Capacity Invoice	All Invoice Items	4 September 2020	21 September 2020	1 February 2021	3 March 2021
August 2020	NTS Entry Capacity Invoice	All Invoice Items	4 September 2020	21 September 2020	1 February 2021	3 March 2021
August 2020	NTS Exit Capacity Invoice	All Invoice Items	4 September 2020	21 September 2020	1 February 2021	3 March 2021
August 2020	Commodity Invoice	NTS Exit (Flat) Commodity Charges and NTS Optional Commodity Charges	10 September 2020	22 September 2020	8 February 2021	9 March 2021
August 2020	Commodity Invoice	NTS Entry Commodity Charges	24 September 2020	6 October 2020	22 February 2021	23 March 2021

**TABLE 2 – RELEVANT ELIGIBLE USER CAP**

<b>Transporter</b>	<b>Relevant Invoice</b>	<b>June 2020</b>	<b>July 2020</b>	<b>August 2020</b>
Cadent Gas Limited	LDZ Capacity Invoice	£1,304,348	£1,347,826	£1,347,826
Northern Gas Networks Limited	LDZ Capacity Invoice	£326,086	£336,957	£336,957
Scotland Gas Networks plc and Southern Gas Networks plc	LDZ Capacity Invoice	£652,174	£673,913	£673,913
Wales & West Utilities Limited	LDZ Capacity Invoice	£326,086	£336,957	£336,957
National Grid Gas plc	NTS Entry Capacity Invoice, NTS Exit Capacity Invoice and Commodity Invoice	£326,086	£336,957	£336,957

**TABLE 3 – RELEVANT TRANSPORTER CAP**

<b>Transporter</b>	<b>Relevant Invoice</b>	<b>Relevant Invoice Items</b>	<b>June 2020</b>	<b>July 2020</b>	<b>August 2020</b>
<b>DNO Cap</b>					
Cadent Gas Limited	LDZ Capacity	All Invoice Items	£16,304,348	£16,847,826	£16,847,826
Northern Gas Networks Limited	LDZ Capacity	All Invoice Items	£4,076,086	£4,211,957	£4,211,957
Wales & West Utilities Limited	LDZ Capacity	All Invoice Items	£4,076,086	£4,211,957	£4,211,957
<b>SGN Cap</b>					
Scotland Gas Networks plc and Southern Gas Networks plc	LDZ Capacity	All Invoice Items	£8,152,174	£8,423,913	£8,423,913
<b>NTS Cap</b>					
National Grid Gas plc	NTS Entry Capacity Invoice and NTS Exit Capacity Invoice	All Invoice Items	£434,666	£449,155	£449,155
National Grid Gas plc	Commodity Invoice	NTS Entry Commodity Charges	£2,096,125	£2,165,996	£2,165,996
National Grid Gas plc	Commodity Invoice	NTS Exit (Flat) Commodity Charges and NTS Optional Commodity Charges	£1,545,296	£1,596,806	£1,596,806



**TABLE 4 – RELEVANT INVOICE AMOUNTS AND VALUE AT RISK**

<b>Relevant Invoice Amounts in relation to a Relevant BP</b>	<b>Period from Issue Date until date of payment or (if later) the Invoice Due Date (Period 1)</b>	<b>Period from Day following the end of Period 1 until the First Deferred Payment Date (Period 2)</b>	<b>Period from Day following the end of Period 2 until the Second Deferred Payment Date (Period 3)</b>	<b>Period following the end of Period 3</b>
<b>Relevant Invoice Amounts due on the Invoice Due Date</b>	Included	Included	Included	Included
<b>Relevant Invoice Amounts due on the First Deferred Payment Date</b>	Included	Excluded	Included	Included
<b>Relevant Invoice Amounts due on the Second Deferred Payment Date</b>	Included	Excluded	Excluded	Included

