

**UNIFORM NETWORK CODE**

Binder 1 of 5

**INTRODUCTION, TRANSITION DOCUMENT, MODIFICATION RULES AND GENERAL  
TERMS**

## **UNIFORM NETWORK CODE**

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## **UNIFORM NETWORK CODE**

### **INTRODUCTION**

1. This Document is the Uniform Network Code prepared by the Transporters pursuant to Standard Special Condition A11(6) of their Transporter's Licences.
2. The Uniform Network Code comprises:
  - (a) this Introduction;
  - (b) the Transportation Principal Document, which sets out transportation arrangements between Transporters and Users and certain similar arrangements between upstream Transporters and DNO Users;
  - (c) the Offtake Arrangements Document, which sets out arrangements between Transporters relating to the connection and operation of their Systems at Offtakes and other matters;
  - (d) the Independent Gas Transporters Arrangements Document, which sets out arrangements between Transporters and Independent Gas Transporters relating to the connection and operation of their Systems at Connected System Exit Points and other matters;
  - (e) the Modification Rules, which sets out procedures (as required by Standard Special Condition A11(7) of the Transporter's Licences) for modification of each of the Transporters' Network Codes and the Uniform Network Code;
  - (f) the European Interconnection Document, which sets out provisions relating to Interconnection Points which differ from, or are additional to, the provisions of the Transportation Principal Document;
  - (g) the Transition Document, which sets out transitional provisions relating to the arrangements in the Uniform Network Code;
  - (g) the General Terms, which sets out general provisions applying to, and provisions for interpretation of, the Uniform Network Code.
3. Subject to any contrary provision of a Transporter's network code, the Uniform Network Code is to be incorporated into each Transporter's Network Code.
4. Each Transporter's Network Code is made binding between the relevant Transporter and Shipper Users pursuant to the relevant Shippers Framework Agreement.
5. National Gas Transmission's Network Code is made binding between the Transporters (including DN Operators in their capacity as DNO Users), and between the Transporters and the Independent Gas Transporters, pursuant to the Transporters Framework Agreement.



**THIS DOES NOT FORM PART OF THE UNIFORM NETWORK CODE AND IS FOR INFORMATION PURPOSES ONLY**

**MODIFICATION HISTORY – DATE AND TIME MODIFICATION AND/OR CONSENT TO MODIFY CAME INTO EFFECT**

<b>Mod Number</b>	<b>Time</b>	<b>Date</b>
FNI0693	06:00 hrs	04/11/2005*
FNI0014(0741)	06:00 hrs	04/11/2005*
0730	06:00 hrs	01/04/2005
C003(0698)	06:00 hrs	17/05/2005
C001(0730)	06:00 hrs	19/05/2005
C002	06:00 hrs	20/05/2005
0012(0739)	06:00 hrs	01/06/2005
0018	06:00 hrs	01/06/2005
0015(0742)	06:00 hrs	02/06/2005
0029	06:00 hrs	12/07/2005
C006(0029)	06:00 hrs	12/07/2005
C007(0029)	06:00 hrs	12/07/2005
0009(0733)	06:00 hrs	14/07/2005
0016(0743)	06:00 hrs	20/07/2005
0019	06:00 hrs	12/08/2005
0030	06:00 hrs	19/08/2005
0017	06:00 hrs	02/09/2005
0038	06:00 hrs	15/09/2005
0649	06:00 hrs	01/10/2005
C005(0649)	06:00 hrs	01/10/2005
0013a(0740a)	06:00 hrs	01/10/2005
C008(0013a)	06:00 hrs	01/10/2005
0044	06:00 hrs	01/10/2005
0043	06:00 hrs	05/10/2005
0036	06:00 hrs	05/10/2005
0050	06:00 hrs	11/10/2005
0022	06:00 hrs	24/10/2005
C009	06:00 hrs	24/10/2005
C010	06:00 hrs	24/10/2005
0693	06:00 hrs	04/11/2005
0014(0741)	06:00 hrs	04/11/2005
C014(0015&0014)	06:00 hrs	04/11/2005
0010(0735)	06:00 hrs	09/11/2005
0045	06:00 hrs	11/11/2005
C011	06:00 hrs	14/11/2005
0033	06:00 hrs	25/11/2005
0024	06:00 hrs	01/12/2005
FNI0039	06:00 hrs	05/12/2005*
FNI0034	06:00 hrs	14/12/2005*
0039	06:00 hrs	05/12/2005
0052	06:00 hrs	05/12/2005
0034	06:00 hrs	14/12/2005
0048	06:00 hrs	19/12/2005
0061	06:00 hrs	22/12/2005

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Uniform Network Code – Modification History

0049	06:00 hrs	23/12/2005
0071a	06:00 hrs	24/12/2005
C012	06:00 hrs	01/01/2006
C016	06:00 hrs	01/01/2006
0072	06:00 hrs	14/01/2006
0047	06:00 hrs	16/01/2006
0031	06:00 hrs	20/01/2006
0046	06:00 hrs	23/01/2006
C015	06:00 hrs	23/01/2006
C017	06:00 hrs	23/01/2006
0026	06:00 hrs	01/02/2006
0069	06:00 hrs	08/02/2006
0065	06:00 hrs	16/02/2006
0060	06:00 hrs	16/02/2006
0066	06:00 hrs	01/03/2006
0074	06:00 hrs	31/03/2006
FNI0006(0727)	06:00 hrs	03/10/2006*
0079	06:00 hrs	11/07/2006
0082	06:00 hrs	18/07/2006
0075	06:00 hrs	19/07/2006
FNI0076	06:00 hrs	01/09/2006*
FNI0077	06:00 hrs	01/09/2006*
FNI0080	06:00 hrs	tbc*
FNI0081	06:00 hrs	01/10/2006*
FNI0083	06:00 hrs	01/10/2006*
FNI0092	06:00 hrs	20/10/2006*
0076	06:00 hrs	01/09/2006
0077	06:00 hrs	01/09/2006
0078	06:00 hrs	04/09/2006
0093	06:00 hrs	12/09/2006
0081	06:00 hrs	01/10/2006
0083	06:00 hrs	01/10/2006
0006(0727)	06:00 hrs	03/10/2006
Rev FNI0080	06:00 hrs	23/02/2007*
0105	06:00 hrs	10/10/2006
0092	06:00 hrs	20/10/2006
0053	06:00 hrs	23/10/2006
0059	06:00 hrs	24/10/2006
0101	06:00 hrs	26/10/2006
FNI0100	06:00 hrs	06/11/2006*
0087	06:00 hrs	03/11/2006
0094	06:00 hrs	03/11/2006
0095	06:00 hrs	03/11/2006
Rev FNI0100	06:00 hrs	04/12/2006*
FNI0084	06:00 hrs	16/11/2006*
0110	06:00 hrs	13/11/2006
0084	06:00 hrs	16/11/2006
0103	06:00 hrs	25/11/2006
0091	06:00 hrs	27/11/2006
0098A	06:00 hrs	27/11/2006
FNI0123	06:00 hrs	04/12/2006*
0100	06:00 hrs	04/12/2006
0123	06:00 hrs	04/12/2006

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Uniform Network Code – Modification History

0107V	06:00 hrs	20/12/2006
0129	06:00 hrs	18/01/2007
FNI0097A	06:00 hrs	01/10/2007*
FNI0113	06:00 hrs	01/05/2007*
0125	06:00 hrs	01/02/2007
0080	06:00 hrs	23/02/2007
FNI0099	06:00 hrs	01/04/2007*
FNI0124	06:00 hrs	tbc*
FNI0090	06:00 hrs	01/04/2008*
0099	06:00 hrs	01/04/2007
0127	06:00 hrs	03/04/2007
0124	06:00 hrs	16/04/2007
FNI0116V	06:00 hrs	01/04/2008*
FNI0121	06:00 hrs	01/10/2007*
0113	06:00 hrs	01/05/2007
0132	06:00 hrs	16/05/2007
0142	06:00 hrs	01/06/2007
0134V	06:00 hrs	25/06/2007
0139	06:00 hrs	25/06/2007
FNI0153	06:00 hrs	01/09/2007*
FNI0104	06:00 hrs	01/10/2007*
0136V	06:00 hrs	29/08/2007
0153	06:00 hrs	01/09/2007
0159	06:00 hrs	01/09/2007
0169	06:00 hrs	07/09/2007
0147	06:00 hrs	11/09/2007
FNI0141	06:00 hrs	21/05/2008*
0097A	06:00 hrs	01/10/2007
0121	06:00 hrs	01/10/2007
0104	06:00 hrs	01/10/2007
0154	06:00 hrs	01/10/2007
0143	06:00 hrs	05/10/2007
FNI0152V	06:00 hrs	01/04/2008*
C018	06:00 hrs	22/10/2007
FNI0149A	06:00 hrs	01/11/2007*
0146	06:00 hrs	23/10/2007
0148	06:00 hrs	23/10/2007
FNI0144AV	06:00 hrs	01/02/2008*
FNI0145	06:00 hrs	01/02/2008*
0167	06:00 hrs	31/10/2007
0149A	06:00 hrs	01/11/2007
0173	06:00 hrs	23/11/2007
C019	06:00 hrs	23/11/2007
FNI0174	06:00 hrs	01/04/2008*
Removal of FNI0116V	No longer applicable	No longer applicable
0144AV	06:00 hrs	01/02/2008
0145	06:00 hrs	01/02/2008
0165V	06:00 hrs	01/02/2008
0184	06:00 hrs	23/02/2008
0090	06:00 hrs	01/04/2008
0152V	06:00 hrs	01/04/2008
0174	06:00 hrs	01/04/2008
0180V	06:00 hrs	02/04/2008



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Uniform Network Code – Modification History

FNI0182	06:00 hrs	07/04/2008*
0182	06:00 hrs	07/04/2008
0188	06:00 hrs	09/04/2008
0193	06:00 hrs	22/04/2008
FNI0171	06:00 hrs	tbc*
FNI0187A	06:00 hrs	01/06/2008*
C023	06:00 hrs	24/04/2008
FNI0198	06:00 hrs	01/06/2008*
0191V	06:00 hrs	06/05/2008
0186	06:00 hrs	12/05/2008
Rev FNI0171	06:00 hrs	01/06/2008*
0212	06:00 hrs	20/05/2008
0141	06:00 hrs	21/05/2008
C024	06:00 hrs	21/05/2008
0200	06:00 hrs	28/05/2008
0187A	06:00 hrs	01/06/2008
0198	06:00 hrs	01/06/2008
0171	06:00 hrs	01/06/2008
0190	06:00 hrs	16/06/2008
FNI0185VV	06:00 hrs	01/09/2008*
FNI0203V	06:00 hrs	01/07/2008*
0203V	06:00 hrs	01/07/2008
FNI0204	06:00 hrs	01/10/2008*
0211	06:00 hrs	22/07/2008
0207	06:00 hrs	01/08/2008
0216	12:00 hrs (noon)	26/08/2008
0185VV	06:00 hrs	01/09/2008
C025	06:00 hrs	01/09/2008
FNI0210	06:00 hrs	01/10/2008*
0204	06:00 hrs	01/10/2008
0210	06:00 hrs	01/10/2008
0202	06:00 hrs	01/10/2008
0215	06:00 hrs	22/10/2008
C022	06:00 hrs	24/10/2008
C027	06:00 hrs	24/10/2008
FNI0192	06:00 hrs	tbc*
Rev FNI0192	06:00 hrs	21/02/2009*
FNI0222	06:00 hrs	30/11/2008*
0222	06:00 hrs	30/11/2008
FNI0201VV	06:00 hrs	02/02/2009*
FNI0223	06:00 hrs	12/01/2009*
FNI0218	06:00 hrs	12/01/2009*
0225	06:00 hrs	29/12/2008
FNI0226	06:00 hrs	tbc*
0223	06:00 hrs	12/01/2009
0218	06:00 hrs	12/01/2009
C028	06:00 hrs	12/01/2009
0220	06:00 hrs	15/01/2009
FNI0195AV	06:00 hrs	01/04/2009*
FNI0236	06:00 hrs	06/02/2009*
0234	06:00 hrs	29/01/2009
0201VV	06:00 hrs	02/02/2009
0236	06:00 hrs	06/02/2009

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Uniform Network Code – Modification History

C026	06:00 hrs	06/02/2009
C029	06:00 hrs	17/02/2009
0240	06:00 hrs	17/02/2009
0192	06:00 hrs	21/02/2009
RevFNI0226	06:00 hrs	01/10/2009*
FNI0219	06:00 hrs	01/11/2009*
FNI0235	06:00 hrs	01/04/2009*
0237	06:00 hrs	12/03/2009
FNI0238	06:00 hrs	tbc*
0195AV	06:00 hrs	01/04/2009
0235	06:00 hrs	01/04/2009
0241	06:00 hrs	01/04/2009
0239	06:00 hrs	07/04/2009
FNI0213V	06:00 hrs	17/04/2009*
0213V	06:00 hrs	17/04/2009
C032	06:00 hrs	17/04/2009
C030	06:00 hrs	27/04/2009
0247	06:00 hrs	27/04/2009
C031	06:00 hrs	29/04/2009
FNI0242	06:00 hrs	tbc*
FNI0230AV	06:00 hrs	01/01/2010*
0249	15:30 hrs	03/06/2009
RevFNI0242	06:00 hrs	06/07/2009*
0242	06:00 hrs	06/07/2009
0238	06:00 hrs	18/08/2009
FNI0224	06:00 hrs	tbc*
0254	06:00 hrs	07/09/2009
0226	06:00 hrs	01/10/2009
0257	06:00 hrs	01/10/2009
0256	06:00 hrs	05/10/2009
FNI0250	06:00 hrs	01/11/2009*
RevFNI0219	06:00 hrs	16/11/2009*
0250	06:00 hrs	01/11/2009
FNI0260	06:00 hrs	01/12/2009*
0219	06:00 hrs	16/11/2009
0260	06:00 hrs	01/12/2009
FNI0261	06:00 hrs	01/01/2010*
0265	14:00 hrs	18/12/2009
0275	06:00 hrs	21/12/2009
FNI0258A	06:00 hrs	01/01/2010*
0230AV	06:00 hrs	01/01/2010
0261	06:00 hrs	01/01/2010
0258A	06:00 hrs	01/01/2010
0259	06:00 hrs	22/01/2010
0266	06:00 hrs	05/02/2010
FNI0268	06:00 hrs	tbc*
0278	06:00 hrs	23/02/2010
FNI0276	06:00 hrs	tbc*
FNI0269	06:00 hrs	tbc*
0269	06:00 hrs	31/03/2010
C035	06:00 hrs	26/04/2010
C036	06:00 hrs	26/04/2010
FNI0229	06:00 hrs	tbc*

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 Uniform Network Code – Modification History

0229	06:00 hrs	10/06/2010
0289	06:00 hrs	24/06/2010
0288	06:00 hrs	28/06/2010
0268	06:00 hrs	20/07/2010
0290	06:00 hrs	20/07/2010
FNI0279	06:00 hrs	tbc*
0286A	06:00 hrs	02/08/2010
0295	06:00 hrs	09/08/2010
RevFNI0224	06:00 hrs	21/11/2010*
C034	06:00 hrs	07/09/2010
0297	06:00 hrs	24/09/2010
FNI0305	06:00 hrs	07/02/2011*
0304	06:00 hrs	11/11/2010
0301	06:00 hrs	12/11/2010
0317	06:00 hrs	19/11/2010
0224	06:00 hrs	21/11/2010
FNI0318	06:00 hrs	31/12/2010*
FNI0319V	06:00 hrs	31/12/2010*
FNI0320V	06:00 hrs	31/12/2010*
FNI0321V	06:00 hrs	31/12/2010*
FNI0322V	06:00 hrs	31/12/2010*
FNI0323V	06:00 hrs	31/12/2010*
FNI0324V	06:00 hrs	31/12/2010*
FNI0325V	06:00 hrs	31/12/2010*
0300	06:00 hrs	20/12/2010
0310	06:00 hrs	20/12/2010
C039	06:00 hrs	31/12/2010*
0318	06:00 hrs	31/12/2010
0319V	06:00 hrs	31/12/2010
0320V	06:00 hrs	31/12/2010
0321V	06:00 hrs	31/12/2010
0322V	06:00 hrs	31/12/2010
0323V	06:00 hrs	31/12/2010
0324V	06:00 hrs	31/12/2010
0325V	06:00 hrs	31/12/2010
C039	06:00 hrs	31/12/2010
0306	06:00 hrs	17/01/2011
0298	06:00 hrs	18/01/2011
0302	06:00 hrs	18/01/2011
0308	06:00 hrs	18/01/2011
0309	06:00 hrs	18/01/2011
RevFNI0305	06:00 hrs	01/07/2011*
DNPC08	06:00 hrs	01/04/2012*
FNI0347V	06:00 hrs	tbc*
0336	06:00 hrs	21/02/2011
FNI0281	06:00 hrs	tbc*
RevFNI0279	06:00 hrs	01/03/2011*
0279	06:00 hrs	01/03/2011
0342	06:00 hrs	30/03/2011
RevFNI0281	06:00 hrs	03/05/2011*
RevFNI0347V	06:00 hrs	01/06/2011*
FNI0333A	06:00 hrs	tbc*
FNI0292	06:00 hrs	tbc*

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Uniform Network Code – Modification History

0296	06:00 hrs	16/04/2011
0339	06:00 hrs	21/04/2011
0281	06:00 hrs	03/05/2011
0370	06:00 hrs	20/05/2011*
0355	06:00 hrs	20/05/2011*
0370	06:00 hrs	20/05/2011
0355	06:00 hrs	20/05/2011
C040	06:00 hrs	24/05/2011
0347V	06:00 hrs	01/06/2011
C033	06:00 hrs	01/06/2011
C043	06:00 hrs	tbc*
FNI0362	06:00 hrs	08/07/2011*
FNI0350	06:00 hrs	01/08/2011*
0305	06:00 hrs	01/07/2011
FNI0348	06:00 hrs	01/02/2012*
0360	06:00 hrs	01/07/2011
0362	06:00 hrs	08/07/2011
0350	06:00 hrs	01/08/2011
0367	06:00 hrs	01/08/2011
FNI0353	06:00 hrs	tbc*
RevC043	06:00 hrs	01/11/2011*
RevFNI0292	06:00 hrs	01/11/2011*
RevFNI0333A	06:00 hrs	01/10/2011*
0349	06:00 hrs	01/09/2011
RevFNI0353	06:00 hrs	01/11/2011*
0333A	06:00 hrs	01/10/2011
FNI0386	06:00 hrs	10/10/2011*
C042	06:00 hrs	01/10/2011
C044	06:00 hrs	01/10/2011
0352	06:00 hrs	04/10/2011
0386	06:00 hrs	10/10/2011
0292	06:00 hrs	01/11/2011
C043	06:00 hrs	01/11/2011
0353	06:00 hrs	01/11/2011
0330	06:00 hrs	01/11/2011
FNI0381	06:00 hrs	14/11/2011*
0381	06:00 hrs	14/11/2011
FNI0372V	06:00 hrs	09/12/2011*
0372V	06:00 hrs	09/12/2011
FNI0331	06:00 hrs	tbc*
0405	06:00 hrs	16/12/2011
RevFNI0331	06:00 hrs	03/01/2012*
FNI0345	06:00 hrs	01/10/2013*
FNI0385S	06:00 hrs	13/01/2012*
FNI0363V	06:00 hrs	01/10/2012*
0331	06:00 hrs	03/01/2012
0385S	06:00 hrs	13/01/2012
C045	06:00 hrs	23/01/2012
C046	06:00 hrs	23/01/2012
FNI0376S	06:00 hrs	10/02/2012*
FNI0392	06:00 hrs	tbc*
0348	06:00 hrs	01/02/2012
RevFNI0376S	06:00 hrs	tbc*

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 Uniform Network Code – Modification History

FNI0390	06:00 hrs	01/04/2012*
FNI0393S	06:00 hrs	09/03/2012*
FNI0406S	06:00 hrs	09/03/2012*
0393S	06:00 hrs	09/03/2012
0406S	06:00 hrs	09/03/2012
FNI0356	06:00 hrs	01/05/2012*
DNPC08	06:00 hrs	01/04/2012
0390	06:00 hrs	01/04/2012
FNI0392	06:00 hrs	29/06/2012*
0356	06:00 hrs	01/05/2012
FNI0389VS	06:00 hrs	14/05/2012*
FNI0397S	06:00 hrs	14/05/2012*
FNI0400S	06:00 hrs	14/05/2012*
FNI0401S	06:00 hrs	14/05/2012*
FNI0408S	06:00 hrs	14/05/2012*
FNI0409S	06:00 hrs	14/05/2012*
0389VS	06:00 hrs	14/05/2012
0397S	06:00 hrs	14/05/2012
0400S	06:00 hrs	14/05/2012
0401S	06:00 hrs	14/05/2012
0408S	06:00 hrs	14/05/2012
0409S	06:00 hrs	14/05/2012
FNI0413S	06:00 hrs	13/06/2012*
FNI0399	06:00 hrs	01/09/2012*
0413S	06:00 hrs	13/06/2012
FNI0411S	06:00 hrs	13/07/2012*
FNI0414S	06:00 hrs	13/07/2012*
FNI0417S	06:00 hrs	13/07/2012*
0392	06:00 hrs	29/06/2012
0411S	06:00 hrs	13/07/2012
0414S	06:00 hrs	13/07/2012
0417S	06:00 hrs	13/07/2012
FNI0373	06:00 hrs	01/08/2012*
FNI0404	06:00 hrs	tbc*
RevFNI0404	06:00 hrs	01/10/2012*
FNI0423S	06:00 hrs	10/08/2012*
0419	06:00 hrs	25/07/2012
FNI0378	06:00 hrs	tbc*
0373	06:00 hrs	01/08/2012
0423S	06:00 hrs	10/08/2012
C048	06:00 hrs	01/09/2012*
FNI0412	06:00 hrs	01/10/2012*
FNI0403	06:00 hrs	tbc*
0399	06:00 hrs	01/09/2012
C048	06:00 hrs	01/09/2012
RevFNI0403	06:00 hrs	04/11/2013*
FNI0384S	06:00 hrs	12/10/2012*
FNI0416S	06:00 hrs	12/10/2012*
FNI0391	06:00 hrs	tbc*
0363V	06:00 hrs	01/10/2012
0404	06:00 hrs	01/10/2012
0412	06:00 hrs	01/10/2012
0384S	06:00 hrs	12/10/2012

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 Uniform Network Code – Modification History

0416S	06:00 hrs	12/10/2012
RevFNI0391	06:00 hrs	01/04/2013*
FNI0338V	06:00 hrs	tbc*
RevFNI0338V	06:00 hrs	01/01/2013*
FNI0415	06:00 hrs	tbc*
FNI0420	06:00 hrs	tbc*
RevFNI0415	06:00 hrs	01/12/2012*
FNI0427S	06:00 hrs	07/12/2012*
0415	06:00 hrs	01/12/2012
0427S	06:00 hrs	07/12/2012
0338V	06:00 hrs	01/01/2013
FNI0424	06:00 hrs	25/01/2013*
C049	06:00 hrs	04/02/2013*
RevFNI0378	06:00 hrs	04/02/2013*
0424	06:00 hrs	25/01/2013
0378	06:00 hrs	04/02/2013
C049	06:00 hrs	04/02/2013
FNI0438S	06:00 hrs	15/03/2013*
FNI0444S	06:00 hrs	15/03/2013*
FNI0398	06:00 hrs	01/04/2014*
0438S	06:00 hrs	15/03/2013
0444S	06:00 hrs	15/03/2013
FNI0446S	06:00 hrs	16/04/2013*
0391	06:00 hrs	01/04/2013
0422	06:00 hrs	01/04/2013
0446S	06:00 hrs	16/04/2013
FNI0437S	06:00 hrs	tbc*
0430	06:00 hrs	01/05/2013
RevFNI0376S	06:00 hrs	01/06/2013*
FNI0436S	06:00 hrs	10/06/2013*
FNI0447S	06:00 hrs	10/06/2013*
0376S	06:00 hrs	01/06/2013
0436S	06:00 hrs	10/06/2013
0447S	06:00 hrs	10/06/2013
C050	06:00 hrs	tbc*
FNI0433S	06:00 hrs	12/07/2013*
FNI0443S	06:00 hrs	12/07/2013*
FNI0420	06:00 hrs	01/07/2013*
FNI0439	06:00 hrs	01/07/2013*
0420	06:00 hrs	01/07/2013
C050	06:00 hrs	01/07/2013
0439	06:00 hrs	01/07/2013
0433S	06:00 hrs	12/07/2013
0443S	06:00 hrs	12/07/2013
FNI0441	06:00 hrs	01/10/2013*
FNI0429	06:00 hrs	01/04/2014*
0437S	06:00 hrs	25/07/2013
FNI0428	06:00 hrs	01/04/2014*
FNI0410A	06:00 hrs	01/09/2013*
FNI0459S	06:00 hrs	09/09/2013*
0410A	06:00 hrs	01/09/2013
0459S	06:00 hrs	09/09/2013
FNI0460S	06:00 hrs	11/10/2013*

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Uniform Network Code – Modification History

FNI0449	06:00 hrs	01/10/2013*
0345	06:00 hrs	01/10/2013
0441	06:00 hrs	01/10/2013
0449	06:00 hrs	01/10/2013
0460S	06:00 hrs	11/10/2013
FNI0407	06:00 hrs	01/12/2013*
0464	06:00 hrs	31/10/2013
0403	06:00 hrs	04/11/2013
FNI0457S	06:00 hrs	13/12/2013*
0407	06:00 hrs	01/12/2013
0457S	06:00 hrs	13/12/2013
0462	06:00 hrs	31/12/2013
FNI0425V	06:00 hrs	01/04/2014*
0451AV	06:00 hrs	01/02/2014
0448	06:00 hrs	06/02/2014
FNI0431	06:00 hrs	01/05/2014*
FNI0450B	06:00 hrs	01/10/2014*
FNI0463S	06:00 hrs	14/03/2014*
FNI0480FT	06:00 hrs	14/03/2014*
FNI0471S	06:00 hrs	tbc*
FNI0476S	06:00 hrs	01/04/2014*
FNI0432	06:00 hrs	01/10/2015*
FNI0434	06:00 hrs	01/10/2015*
0463S	06:00 hrs	14/03/2014
0480FT	06:00 hrs	14/03/2014
RevFNI0431	06:00 hrs	01/04/2014*
0398	06:00 hrs	01/04/2014
0429	06:00 hrs	01/04/2014
0428	06:00 hrs	01/04/2014
0425V	06:00 hrs	01/04/2014
0476S	06:00 hrs	01/04/2014
0431	06:00 hrs	01/04/2014
FNI0461	05:00 hrs	01/10/2015*
0496FT	06:00 hrs	14/05/2014
0490S	06:00 hrs	14/05/2014
0471S	06:00 hrs	29/04/2014
FNI0477	06:00 hrs	07/11/2014*
FNI0492FT	06:00 hrs	09/06/2014*
FNI0499FT	06:00 hrs	09/06/2014*
FNI0474S	06:00 hrs	09/06/2014*
FNI0478	06:00 hrs	01/10/2014*
FNI0481	06:00 hrs	01/10/2014*
FNI0455	06:00 hrs	27/05/2014*
0492FT	06:00 hrs	09/06/2014
FNI0499FT	06:00 hrs	tbc**
0474S	06:00 hrs	09/06/2014
0455	06:00 hrs	27/05/2014
FNI0482S	06:00 hrs	01/07/2014*
FNI0488S	06:00 hrs	01/07/2014*
FNI0475S	06:00 hrs	11/07/2014*
FNI0484S	06:00 hrs	11/07/2014*
FNI0458	06:00 hrs	tbc*
0482S	06:00 hrs	01/07/2014

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Uniform Network Code – Modification History

0488S	06:00 hrs	01/07/2014
0475S	06:00 hrs	11/07/2014
0484S	06:00 hrs	11/07/2014
FNI0503FT	06:00 hrs	08/08/2014*
RevFNI0499FT	06:00 hrs	01/10/2014*
0503FT	06:00 hrs	08/08/2014
FNI0485	06:00 hrs	30/09/2014*
FNI0472S	06:00 hrs	15/09/2014*
0472S	06:00 hrs	15/09/2014
FNISCR <sup>1</sup>	05:00 hrs	01/10/2015*
FNI0494	06:00 hrs	01/10/2015*
0485	06:00 hrs	30/09/2014
0450B	06:00 hrs	01/10/2014
0478	06:00 hrs	01/10/2014
0481	06:00 hrs	01/10/2014
0499FT	06:00 hrs	01/10/2014
FNI0507	06:00 hrs	01/11/2014*
0513	06:00 hrs	27/10/2014
0507	06:00 hrs	01/11/2014
0477	06:00 hrs	07/11/2014
RevFNI0458	06:00 hrs	28/02/2015*
FNI0497	05:00 hrs	27/02/2015*
FNI0465V	06:00 hrs	02/02/2015*
FNI0469S	06:00 hrs	14/01/2015*
RevFNI0494	05:00 hrs	01/10/2015*
RevFNI0432	05:00 hrs	01/10/2015*
RevFNI0434	05:00 hrs	01/10/2015*
0469S	06:00 hrs	14/01/2015
FNI0487V	06:00 hrs	tbc*
FNI0440	05:00 hrs	01/10/2015*
0467	06:00 hrs	16/01/2015
0465V	06:00 hrs	02/02/2015
FNI0489	05:00 hrs	01/10/2015*
FNI0487V	06:00 hrs	01/04/2015*
FNI0514	05:00 hrs	01/10/2015*
FNI0479S	06:00 hrs	13/03/2015*
FNI0512S	06:00 hrs	13/03/2015*
FNI0515S	06:00 hrs	13/03/2015*
0458	06:00 hrs	28/02/2015
0497	05:00 hrs	27/02/2015
0479S	06:00 hrs	13/03/2015
0512S	06:00 hrs	13/03/2015
0515S	06:00 hrs	13/03/2015
FNI0445	05:00hrs	01/10/2015*
FNI0466AV	06:00hrs	tbc*
0487V	06:00 hrs	01/04/2015
FNI0473	06:00hrs	tbc*
FNI0516S	05:00hrs	pnid***
FNI0533S	06:00hrs	15/06/2015*
0533S	06:00hrs	15/06/2015
RevFNI0473	05:00hrs	pnid***

<sup>1</sup> Please note: the nature of this Ofgem Significant Code Review (SCR) direction necessitates that the proposed legal text is implemented ahead of Modification 0494, out of the normal chronological sequence, to ensure that the intent of 0494 is retained.



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Uniform Network Code – Modification History

0493	06:00hrs	19/06/2015
0500	06:00hrs	19/06/2015
FNI0538FT	05:00hrs	01/10/2015*
FNI0519	06:00hrs	tbc*
FNI0523S	05:00hrs	pnid***
FNI0518S	05:00hrs	tbc*
FNI0540FT	06:00hrs	07/08/2015*
0501V	06:00hrs	21/07/2015
0535	06:00hrs	24/07/2015
0540FT	06:00hrs	07/08/2015
0548	06:00hrs	14/08/2015
FNI0525	05:00hrs	01/10/2015*
RevFNI0519	05:00hrs	01/10/2015*
FNI0554FT	05:00hrs	09/10/2015*
FNI0556FT	05:00hrs	09/10/2015*
FNI0546S	05:00hrs	09/10/2015*
FNI0547S	05:00hrs	09/10/2015*
FNI0552S	05:00hrs	09/10/2015*
RevFNI0432	05:00hrs	01/10/2016*
RevFNI0434	05:00hrs	01/10/2016*
RevFNI0440	05:00hrs	01/10/2016*
RevFNI0445	05:00hrs	pnid***
RevFNI0514	05:00hrs	pnid***
FNI0510V	05:00hrs	01/10/2015*
0461	05:00 hrs	01/10/2015
SCR	05:00 hrs	01/10/2015
0494	05:00 hrs	01/10/2015
0489	05:00 hrs	01/10/2015
0538FT	05:00hrs	01/10/2015
0519	05:00hrs	01/10/2015
0525	05:00hrs	01/10/2015
0510V	05:00hrs	01/10/2015
0498	05:00hrs	01/10/2015
0502	05:00hrs	01/10/2015
0554FT	05:00hrs	09/10/2015
0556FT	05:00hrs	09/10/2015
0546S	05:00hrs	09/10/2015
0547S	05:00hrs	09/10/2015
0552S	05:00hrs	09/10/2015
FNI0559FT	05:00hrs	06/11/2015*
FNI0562FT	05:00hrs	06/11/2015*
FNI0545S	05:00hrs	06/11/2015*
RevFNI0518S	05:00hrs	01/10/2016*
0559FT	05:00hrs	06/11/2015
0562FT	05:00hrs	06/11/2015
0545S	05:00hrs	06/11/2015
FNI0534	05:00hrs	tbc*
FNI0553S	05:00hrs	11/12/2015*
FNI0561S	05:00hrs	11/12/2015*
0560	05:00hrs	08/12/2015
0553S	05:00hrs	11/12/2015
0561S	05:00hrs	11/12/2015
FNI0506V	05:00hrs	tbc*

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Uniform Network Code – Modification History

RevFNI0466AV	05:00hrs	01/04/2016*
FNI0563S	05:00hrs	12/02/2016*
FNI0566S	05:00hrs	12/02/2016*
FNI0567S	05:00hrs	12/02/2016*
0506V	05:00hrs	29/01/2016
FNI0504	05:00hrs	01/03/2016*
0528V	05:00hrs	11/02/2016
0527	05:00hrs	11/02/2016
0563S	05:00hrs	12/02/2016
0566S	05:00hrs	12/02/2016
0567S	05:00hrs	12/02/2016
0504	05:00hrs	01/03/2016
FNI0569S	05:00hrs	11/03/2016*
FNI0573	05:00hrs	pnid***
0569S	05:00hrs	11/03/2016
0466AV	05:00hrs	01/04/2016
FNI0579FT	05:00hrs	16/05/2016*
FNI0577S	05:00hrs	16/05/2016*
FNI0568	05:00hrs	tbc*
FNI0520A	05:00hrs	tbc*
RevFNI0520A	05:00hrs	pnid***
0579FT	05:00hrs	16/05/2016
0577S	05:00hrs	16/05/2016
FNI0572	05:00hrs	pnid***
FNI0586FT	05:00hrs	pnid***
RevFNI0568	05:00hrs	01/08/2016*
FNI0581S	05:00hrs	12/08/2016*
FNI0584S	05:00hrs	12/08/2016*
FNI0580VS	05:00hrs	12/08/2016*
0568	05:00hrs	01/08/2016
0534	05:00hrs	01/08/2016
0581S	05:00hrs	12/08/2016
0584S	05:00hrs	12/08/2016
0580VS	05:00hrs	12/08/2016
FNI0576	05:00hrs	tbc*
FNI0578	05:00hrs	18/08/2016*
FNI0583S	05:00hrs	tbc*
FNI0582S	05:00hrs	12/09/2016*
FNI0591S	05:00hrs	12/09/2016*
0578	05:00hrs	18/08/2016
0582S	05:00hrs	12/09/2016
0591S	05:00hrs	12/09/2016
RevFNI0576	05:00hrs	pnid***
FNI0592S	05:00hrs	30/09/2016*
FNI0589S	05:00hrs	pnid***
RevFNI0583S	05:00hrs	pnid***
0592S	05:00hrs	30/09/2016
C055	05:00hrs	30/09/2016
RevFNI0432	05:00hrs	01/06/2017*
RevFNI0434	05:00hrs	01/06/2017*
RevFNI0440	05:00hrs	01/06/2017*
RevFNI0518S	05:00hrs	01/06/2017*

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Uniform Network Code – Modification History

FNI0574	05:00hrs	tbc*
FNI0595S	05:00hrs	09/12/2016*
FNI0601FT	05:00hrs	09/12/2016*
FNI0587	05:00hrs	tbc*
0595S	05:00hrs	09/12/2016
0601FT	05:00hrs	09/12/2016
0574	05:00hrs	09/12/2016
0520A	05:00hrs	01/01/2017
FNI0603S	05:00hrs	11/01/2017* & 01/06/2017*
RevFNI0587	05:00hrs	01/05/2017*
FNI0603S	05:00hrs	11/01/2017 & 01/06/2017*
FNI0565A	05:00hrs	01/04/2017*
FNI0596	05:00hrs	17/02/2017 & 01/06/2017*
FNI0598S	05:00hrs	tbc*
FNI0602A	05:00hrs	20/02/2017*
0602A	05:00hrs	20/02/2017
FNI0600S	05:00hrs	07/04/2017*
RevFNI0518S	05:00hrs	01/09/2017*
RevFNI0598S	05:00hrs	06/04/2017*
FNI0565A	05:00hrs	01/04/2017 & 01/06/17*
FNI0597	05:00hrs	06/04/2017*
0598S	05:00hrs	06/04/2017
0597	05:00hrs	06/04/2017
0600S	05:00hrs	07/04/2017
FNI0608S	05:00hrs	15/05/2017*
FNI0610S	05:00hrs	15/05/2017*
FNI0604S	05:00hrs	pnid***
FNI0606S	05:00hrs	pnid***
0587	05:00hrs	01/05/2017
0608S	05:00hrs	15/05/2017
RevFNI0610S	05:00hrs	07/06/2017*
FNI0617S	05:00hrs	01/06/2017*
FNI0618	05:00hrs	01/06/2017*
0609	05:00hrs	22/05/2017
0432	05:00hrs	01/06/2017
0434	05:00hrs	01/06/2017
0440	05:00hrs	01/06/2017
0514	05:00hrs	pnid
0445	05:00hrs	pnid
0473	05:00hrs	pnid
0516S	05:00hrs	pnid
0523S	05:00hrs	pnid
0573	05:00hrs	pnid
0618	05:00hrs	01/06/2017
0572	05:00hrs	pnid
0586FT	05:00hrs	pnid
0576	05:00hrs	pnid
0583S	05:00hrs	pnid
0589S	05:00hrs	pnid

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 Uniform Network Code – Modification History

0603S	05:00hrs	01/06/2017
0596	05:00hrs	01/06/2017
0565A	05:00hrs	01/06/2017
0604S	05:00hrs	pnid
0606S	05:00hrs	pnid
0617S	05:00hrs	01/06/2017
0610S	05:00hrs	07/06/2017
FNI0620S	05:00hrs	31/07/2017*
FNI0605S	05:00hrs	11/08/2017*
FNI0611S	05:00hrs	11/08/2017*
0620S	05:00hrs	31/07/2017
0605S	05:00hrs	11/08/2017
0611S	05:00hrs	11/08/2017
FNI0615S	05:00hrs	11/09/2017*
0518S	05:00hrs	01/09/2017
0615S	05:00hrs	11/09/2017
FNI0570	05:00hrs	tbc*
FNI0613S	05:00hrs	13/10/2017*
FNI0626FT	05:00hrs	13/10/2017*
RevFNI0570	05:00hrs	03/11/2017*
C057	05:00hrs	01/10/2017
0613S	05:00hrs	13/10/2017
0626FT	05:00hrs	13/10/2017
FNI0593V	05:00hrs	tbc*
FNI0616S	05:00hrs	01/01/2018*
0570	05:00hrs	03/11/2017
0634	05:00hrs	20/11/2017
FNI0637S	05:00hrs	08/12/2017*
0625	05:00hrs	28/11/2017
0637S	05:00hrs	08/12/2017
0593V	05:00hrs	15/12/2017
FNI0627S	05:00hrs	17/01/2018*
0616S	05:00hrs	01/01/2018
0627S	05:00hrs	17/01/2018
FNI0638V	05:00hrs	01/04/2018*
0607	05:00hrs	28/02/2018
FNI0632S	05:00hrs	10/04/2018*
FNI0640S	05:00hrs	10/04/2018*
FNI0650FT	05:00hrs	10/04/2018*
FNI0623	05:00hrs	20/04/2018*
0638V	05:00hrs	01/04/2018
0632S	05:00hrs	10/04/2018
0640S	05:00hrs	10/04/2018
0650FT	05:00hrs	10/04/2018
0623	05:00hrs	20/04/2018
0641S	05:00hrs	11/06/2018
0645S	05:00hrs	11/06/2018
0648S	05:00hrs	11/06/2018
0658	05:00hrs	06/07/2018
FNI0628S	05:00hrs	30/10/2018*
FNI0629S	05:00hrs	30/10/2018*
0666	05:00hrs	11/09/2018

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Uniform Network Code – Modification History

0657S	05:00hrs	12/10/2018
FNI0649S	05:00hrs	09/11/2018*
FNI0654S	05:00hrs	01/03/2019*
0628S	05:00hrs	30/10/2018
0629S	05:00hrs	30/10/2018
0649S	05:00hrs	09/11/2018
FNI0660S	05:00hrs	07/12/2018*
0656	05:00hrs	28/11/2018
0673	05:00hrs	30/11/2018
0660S	05:00hrs	07/12/2018
0654S	05:00hrs	01/03/2019
0668S	05:00hrs	01/03/2019
FNI0651	05:00hrs	tbc*
FNI0665	05:00hrs	01/10/2019*
FNI0652	05:00hrs	11/08/2019*
0684S	05:00hrs	28/06/2019
0665	05:00hrs	01/07/2019
0675S	05:00hrs	12/07/2019
FNI0681S	05:00hrs	tbc*
0652	05:00hrs	11/08/2019
FNI0685	05:00hrs	01/10/2019*
FNI0698S	05:00hrs	09/09/2019*
0698S	05:00hrs	09/09/2019
FNI0700	05:00hrs	28/09/2019*
0700	05:00hrs	28/09/2019
0685	05:00hrs	01/10/2019
FNI0695S	05:00hrs	08/11/2019*
0695S	05:00hrs	08/11/2019
FNI0703S	05:00hrs	25/11/2019*
0703S	05:00hrs	25/11/2019
FNI0709FT	05:00hrs	12/12/2019*
0709FT	05:00hrs	12/12/2019
FNI0692S	05:00hrs	tbc*
FNI0682	05:00hrs	28/02/2020*
FNI0690S	05:00hrs	tbc*
0682	05:00hrs	28/02/2020
FNI0707S	05:00hrs	14/04/2020*
0681S	05:00hrs	25/03/2020
0690S	05:00hrs	25/03/2020
0707S	05:00hrs	14/04/2020
FNI0712S	05:00hrs	11/05/2020*
FNI0713S	05:00hrs	11/05/2020*
0712S	05:00hrs	11/05/2020
0713S	05:00hrs	11/05/2020
0722	05:00hrs	12/05/2020
0723	05:00hrs	12/05/2020
0724	05:00hrs	12/05/2020
C058	05:00hrs	12/05/2020
0683S	05:00hrs	15/06/2020
0704S	05:00hrs	15/06/2020
FNI0708S	05:00hrs	tbc*
FNI0702S	05:00hrs	tbc*

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Uniform Network Code – Modification History

FNI0678A	05:00hrs	01/10/2020*
FNI0672S	05:00hrs	07/09/2020*
0715S	05:00hrs	15/06/2020
0711	05:00hrs	19/06/2020 & 01/10/2021*
0726	05:00hrs	24/06/2020
RevFNI0702S	05:00hrs	24/07/2020*
RevFNI0708S	05:00hrs	24/07/2020*
0702S	05:00hrs	24/07/2020
0708S	05:00hrs	24/07/2020
BEIS phase 1 (June 2020)	05:00hrs	25/08/2020
FNI0732FT	05:00hrs	14/09/2020*
FNI0733FT	05:00hrs	01/10/2020*
0672S	05:00hrs	07/09/2020
0732FT	05:00hrs	14/09/2020
FNI0720S	05:00hrs	09/10/2020*
FNI0697VS	05:00hrs	tbc*
BEIS phase 2 (September 2020)	05:00hrs	25/09/2020
FNI0716	05:00hrs	01/10/2020*
0678A	05:00hrs	01/10/2020
0733FT	05:00hrs	01/10/2020
0716	05:00hrs	01/10/2020
0720S	05:00hrs	09/10/2020
FNI0691S	05:00hrs	tbc*
FNI0710S	05:00hrs	tbc*
0697VS	05:00hrs	18/11/2020
FNI0744FT	05:00hrs	11/12/2020*
0744FT	05:00hrs	11/12/2020
FNI0731S	05:00hrs	13/01/2021*
FNI0736S	05:00hrs	14/01/2021*
FNI0750FT	05:00hrs	13/01/2021*
FNI0747FT	05:00hrs	13/01/2021*
FNI0727	05:00hrs	01/10/2021*
FNI0748	05:00hrs	01/01/2021*
0748	05:00hrs	01/01/2021
0731S	05:00hrs	13/01/2021
0736S	05:00hrs	14/01/2021
0750FT	05:00hrs	13/01/2021
0747FT	05:00hrs	13/01/2021
0735VS	05:00hrs	12/03/2021
0743S	05:00hrs	12/03/2021
RevFNI0691S	05:00hrs	01/04/2021*
FNI0745S	05:00hrs	tbc*
0714	05:00hrs	29/03/2021
0691S	05:00hrs	01/04/2021
FNI0757FT	05:00hrs	11/05/2021*
FNI0766FT	05:00hrs	11/05/2021*
FNI0728B	05:00hrs	01/10/2021*
C059	05:00hrs	01/10/2021*
0757FT	05:00hrs	11/05/2021
0766FT	05:00hrs	11/05/2021
RevFNI0692S	05:00hrs	05/11/2021*

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 Uniform Network Code – Modification History

0764	05:00hrs	24/05/2021
0756S	05:00hrs	14/06/2021
0741S	05:00hrs	14/06/2021
FNI0752S	05:00hrs	tbc*
FNI0701	05:00hrs	tbc*
FNI0762S	05:00hrs	tbc*
FNI0759S	05:00hrs	tbc*
FNI0770FT	05:00hrs	tbc*
0762S	05:00hrs	12/07/2021
RevFNI0710S	05:00hrs	01/04/2023*
FNI0768	05:00hrs	01/09/2021*
FNI0755S	05:00hrs	tbc*
FNI0664VVS	05:00hrs	tbc*
0768	00:01hrs	01/09/2021
FNI0729	05:00hrs	01/10/2021*
FNI0769S	05:00hrs	tbc*
FNI0774S	05:00hrs	08/10/2021*
RevFNI0745S	00:01hrs	01/10/2021*
0711	05:00hrs	01/10/2021
0727	05:00hrs	01/10/2021
0728B	05:00hrs	01/10/2021
C059	05:00hrs	01/10/2021
0729	05:00hrs	01/10/2021
0745S	00:01hrs	01/10/2021
0774S	05:00hrs	08/10/2021
0769S	05:00hrs	19/10/2021
0788	05:00hrs	01/11/2021
0772S	05:00hrs	12/11/2021
0775S	05:00hrs	12/11/2021
RevFNI0692S	05:00hrs	22/01/2022*
0776S	05:00hrs	10/12/2021
FNI0797	05:00hrs	01/04/2022*
0692S	05:00hrs	22/01/2022
FNI0786S	05:00hrs	11/03/2022*
FNI0787S	05:00hrs	11/03/2022*
FNI0793S	05:00hrs	tbc*
FNI0784S	05:00hrs	11/03/2022*
FNI0734S	05:00hrs	tbc*
0785	05:00hrs	01/03/2022
0791	05:00hrs	02/03/2022
0786S	05:00hrs	11/03/2022
0787S	05:00hrs	11/03/2022
0784S	05:00hrs	11/03/2022
0797	05:00hrs	01/04/2022
0794S	05:00hrs	08/04/2022
FNI0798S	05:00hrs	24/04/2022*
RevFNI0755S	05:00hrs	24/04/2022*
RevFNI0759S	05:00hrs	24/04/2022*
RevFNI0752S	05:00hrs	24/04/2022*
0798S	05:00hrs	24/04/2022
0755S	05:00hrs	24/04/2022
0759S	05:00hrs	24/04/2022

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0752S	05:00hrs	24/04/2022
0780	05:00hrs	06/05/2022
0802S	05:00hrs	16/05/2022
0807FT	05:00hrs	16/05/2022
FNI0804	05:00hrs	tbc*
0771S	05:00hrs	14/06/2022
FNI0796	05:00hrs	01/10/2022*
FNI0800	05:00hrs	tbc*
FNI0792S	05:00hrs	16/09/2022*
0804	00:01hrs	18/07/2022
FNI0810S	05:00hrs	tbc*
FNI0674V	05:00hrs	01/11/2022*
RevFNI0800	05:00hrs	01/10/2022*
0793S	05:00hrs	01/09/2022
0792S	05:00hrs	16/09/2022
FNI0820FT	05:00hrs	10/10/2022*
FNI0821FT	05:00hrs	10/10/2022*
0824	05:00hrs	26/09/2022
0817	05:00hrs	28/09/2022
0796	05:00hrs	01/10/2022
0800	05:00hrs	01/10/2022
0820FT	05:00hrs	10/10/2022
0821FT	05:00hrs	10/10/2022
0822	05:00hrs	17/10/2022
0674V	05:00hrs	01/11/2022
FNI0799	05:00hrs	tbc*
FNI0809	05:00hrs	tbc*
0833	05:00hrs	09/12/2022
RevFNI0809	05:00hrs	01/04/2023*
0826S	05:00hrs	11/01/2023
FNI0830S	05:00hrs	01/04/2023*
FNI0815S	05:00hrs	10/02/2023*
FNI0827S	05:00hrs	10/02/2023*
FNI0811S	05:00hrs	tbc*
RevFNI0664VVS	05:00hrs	25/02/2023*
0815S	05:00hrs	10/02/2023
0827S	05:00hrs	10/02/2023
RevFNI0701	05:00hrs	24/06/2023*
0664VVS	05:00hrs	25/02/2023
0837FT	05:00hrs	10/03/2023
FNI0814	05:00hrs	tbc*
RevFNI0701	05:00hrs	04/11/2023*
FNI0832S	05:00hrs	06/04/2023*
RevFNI0814	05:00hrs	31/03/2023*
0710S	05:00hrs	01/04/2023
0809	05:00hrs	01/04/2023
0830S	05:00hrs	01/04/2023
0832S	05:00hrs	06/04/2023
0734S	05:00hrs	01/04/2023
0810S	05:00hrs	01/04/2023
RevFNI0814	05:00hrs	21/04/2023*
RevFNI0814	05:00hrs	tbc*



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FNI0840	05:00hrs	24/04/2023*
RevFNI0840	05:00hrs	01/10/2023*
0834S	05:00hrs	12/06/2023
FNI0816S	05:00hrs	tbc*
FNI0829S	05:00hrs	07/07/2023*
0829S	05:00hrs	07/07/2023
0814	05:00hrs	19/07/2023
0844	05:00hrs	07/08/2023
0845	05:00hrs	07/08/2023
0846	05:00hrs	25/09/2023

\* denotes a Notice of (future) Implementation for insertion into Code at a later date.  
 \*\* the original proposed (future) implementation date for the modification was under consideration when the modification was first included in a Code update and was subsequently ‘backed back out’ and amended to become effective 01/10/2014 after Ofgem approval of the change in the date.  
 \*\*\* refers to the Project Nexus Implementation Date (pnid).

**MODIFICATION HISTORY – CODE UPDATE HISTORY**

<b>Version Number</b>	<b>Date of Issue</b>	<b>Details</b>
<b>1.00</b>	<b>01 May 2005</b>	<b>First full issue of the Uniform Network Code.</b>
1.01	01 October 2005	Inclusion of Future Notices of Implementation 0693, 0014(0741) and Modifications 0730, 0012(0739), 0018, 0015(0742), 0029, 0009(0733), 0016(0743), 0019 (no UNC text change involved), 0030, 0017, 0038, 0649, 0013a(0740a) and 0044, and Consents to Modify C003(0698), C001(0730), C002, C006(0029), C007(0029), C005(0649) and C008(0013a).
1.02	01 December 2005	Inclusion of Modifications 0043, 0036, 0050, 0022, 0693, 0014(0741), 0010(0735), 0045, 0033, 0024 and Future Notices of Implementation 0039 and 0034, and Consents to Modify C014, C009, C010 and C011.
1.03	01 January 2006	Inclusion of Modifications 0039, 0052, 0034, 0048, 0061, 0049 and 0071a, and Consents to Modify C012 and C016.
<b>2.00</b>	<b>01 January 2006</b>	<b>Second full issue of the Uniform Network Code,</b> as at version 1.03 incorporating National Grid rebranding exercise.
2.01	01 March 2006	Inclusion of Modifications 0072, 0047, 0031, 0046, 0026, 0069, 0065, 0060 and 0066 and Consents to Modify C015 and C017. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0069)</i>
2.02	01 April 2006	Inclusion of Modification 0074.
2.03	05 May 2006	Inclusion of Future Notice of Implementation 0006(0727).
2.04	11 July 2006	Inclusion of Modification 0079.
2.05	21 July 2006	Inclusion of Modifications 0082 and 0075 <i>(Please note: there are no UNC legal text changes associated with the implementation of 0075)</i>
2.06	24 July 2006	Inclusion of Future Notices of Implementation 0076 and 0077.
2.07	08 August 2006	Inclusion of Future Notice of Implementation 0080.
2.08	23 August 2006	Inclusion of Future Notice of Implementation 0081.
2.09	29 August 2006	Inclusion of Future Notice of Implementation 0083.
2.10	30 August 2006	Inclusion of Future Notice of Implementation 0092.
2.11	04 September 2006	Inclusion of Modifications 0076, 0077 and 0078.
2.12	01 October 2006	Inclusion of Modifications 0081, 0083 and 0093 <i>(Please note: there are no UNC legal text changes associated with the implementation of 0093)</i>
2.13	03 October 2006	Inclusion of Modification 0006(0727).
2.14	10 October 2006	Inclusion of Revised Future Notice of Implementation 0080 and inclusion of Modification 0105.
2.15	20 October 2006	Inclusion of Modification 0092.
2.16	23 October 2006	Inclusion of Modification 0053.
2.17	24 October 2006	Inclusion of Modification 0059.

2.18	01 November 2006	Inclusion of Future Notice of Implementation 0100 and inclusion of Modification 0101.
2.19	03 November 2006	Inclusion of Modifications 0087, 0094 and 0095.
2.20	06 November 2006	Inclusion of Revised Future Notice of Implementation 0100.
2.21	10 November 2006	Inclusion of Future Notice of Implementation 0084.
2.22	13 November 2006	Inclusion of Modification 0110. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0110)</i>
2.23	16 November 2006	Inclusion of Modification 0084.
2.24	27 November 2006	Inclusion of Modifications 0103, 0091 and 0098A.
2.25	01 December 2006	Inclusion of Future Notice of Implementation 0123.
2.26	04 December 2006	Inclusion of Modifications 0100 & 0123.
2.27	20 December 2006	Inclusion of Modification 0107V.
2.28	18 January 2007	Inclusion of Modification 0129.
2.29	30 January 2007	Inclusion of Future Notice of Implementation 0097A.
2.30	01 February 2007	Inclusion of Future Notice of Implementation 0113, and inclusion of Modification 0125.
2.31	23 February 2007	Inclusion of Modification 0080 and inclusion of Future Notice of Implementation 0099.
2.32	15 March 2007	Inclusion of Future Notice of Implementation 0124.
2.33	19 March 2007	Inclusion of Future Notice of Implementation 0090.
2.34	01 April 2007	Inclusion of Modification 0099.
2.35	03 April 2007	Inclusion of Modification 0127.
2.36	16 April 2007	Inclusion of Modification 0124, and inclusion of Future Notice of Implementation 0116V.
2.37	23 April 2007	Inclusion of Future Notice of Implementation 0121.
2.38	01 May 2007	Inclusion of Modification 0113.
2.39	16 May 2007	Inclusion of Modification 0132.
2.40	01 June 2007	Inclusion of Modification 0142.
2.41	25 June 2007	Inclusion of Modifications 0134V and 0139.
2.42	21 August 2007	Inclusion of Future Notice of Implementation 0153. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0153)</i>
2.43	23 August 2007	Inclusion of Future Notice of Implementation 0104.
2.44	29 August 2007	Inclusion of Modification 0136V.
2.45	01 September 2007	Inclusion of Modification 0153. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0153)</i> and inclusion of Modification 0159.
2.46	07 September 2007	Inclusion of Modification 0169.
2.47	11 September 2007	Inclusion of Modification 0147.
2.48	19 September 2007	Inclusion of Future Notice of Implementation 0141.
2.49	01 October 2007	Inclusion of Modifications 0097A, 0121, 0104 and 0154.
2.50	05 October 2007	Inclusion of Modification 0143.
2.51	12 October 2007	Inclusion of Future Notice of Implementation 0152V.
2.52	22 October 2007	Inclusion of Consent to Modify C018 and Future Notice of Implementation 0149A.
2.53	23 October 2007	Inclusion of Modifications 0146 and 0148.
2.54	29 October 2007	Inclusion of Future Notices of Implementation 0144AV and 0145.

2.55	31 October 2007	Inclusion of Modification 0167. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0167.)</i>
2.56	01 November 2007	Inclusion of Modification 0149A.
2.57	23 November 2007	Inclusion of Modification 0173 and Consent to Modify C019.
2.58	30 November 2007	Inclusion of Future Notice of Implementation 0174.
2.59	05 December 2007	Removal of Future Notice of Implementation 0116V.
2.60	01 February 2008	Inclusion of Modifications 0144AV, 0145 and 0165V.
2.61	23 February 2008	Inclusion of Modification 0184.
2.62	01 April 2008	Inclusion of Modifications 0090, 0152V and 0174.
2.63	02 April 2008	Inclusion of Modification 0180V and Future Notice of Implementation 0182. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0180V.)</i>
2.64	07 April 2008	Inclusion of Modification 0182.
2.65	09 April 2008	Inclusion of Modification 0188.
2.66	22 April 2008	Inclusion of Modification 0193.
2.67	24 April 2008	Inclusion of Future Notices of Implementation 0171, 0187A and Consent to Modify C023.
2.68	02 May 2008	Inclusion of Future Notice of Implementation 0198.
2.69	06 May 2008	Inclusion of Modification 0191V.
2.70	12 May 2008	Inclusion of Modification 0186.
2.71	20 May 2008	Inclusion of Revised Future Notice of Implementation 0171 and inclusion of Modification 0212. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0212.)</i>
2.72	21 May 2008	Inclusion of Modification 0141 and Consent to Modify C024.
2.73	01 June 2008	Inclusion of Modifications 0200, 0187A, 0198 and 0171. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0200.)</i>
2.74	16 June 2008	Inclusion of Modification 0190.
2.75	23 June 2008	Inclusion of Future Notice of Implementation 0185VV.
2.76	24 June 2008	Inclusion of Future Notice of Implementation 0203V.
2.77	01 July 2008	Inclusion of Modification 0203V.
2.78	22 July 2008	Inclusion of Future Notice of Implementation 0204 and inclusion of Modification 0211.
2.79	01 August 2008	Inclusion of Modification 0207.
2.80	26 August 2008	Inclusion of Modification 0216.
2.81	01 September 2008	Inclusion of Modification 0185VV, Consent to Modify C025 and Future Notice of Implementation 0210.
2.82	01 October 2008	Inclusion of Modifications 0204, 0210 & 0202. <i>(Please note: the update also includes the Authority direction for the replacement of the Gas &amp; Electricity Consumers Council (“energywatch”) with the National Consumer Council.)</i>
2.83	22 October 2008	Inclusion of Modification 0215.
2.84	24 October 2008	Inclusion of Consents to Modify C022 & C027.
2.85	13 November 2008	Inclusion of Future Notice of Implementation 0192.
2.86	18 November 2008	Inclusion of Revised Future Notice of

		Implementation 0192.
2.87	25 November 2008	Inclusion of Future Notice of Implementation 0222. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0222)</i>
2.88	29 December 2008	Inclusion of Modification 0222, Inclusion of Future Notices of Implementation 0201VV, 0223 & 0218 & Inclusion of Modification 0225. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0222)</i>
2.89	30 December 2008	Inclusion of Future Notice of Implementation 0226. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0226)</i>
2.90	12 January 2009	Inclusion of Modifications 0223, 0218 & Consent to Modify C028.
2.91	15 January 2009	Inclusion of Modification 0220.
2.92	21 January 2009	Inclusion of Notice of Implementation (future) 0195AV.
2.93	29 January 2009	Inclusion of Notice of Implementation (future) 0236 and inclusion of Modification 0234. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0236)</i>
2.94	02 February 2009	Inclusion of Modification 0201VV.
2.95	06 February 2009	Inclusion of Notice of Implementation 0236 & Consent to Modify C026. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0236)</i>
2.96	17 February 2009	Inclusion of Consent to Modify C029 & Inclusion of Modification 0240.
2.97	21 February 2009	Inclusion of Modification 0192 & Revised Notice of Implementation (future) 0226. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0226)</i>
2.98	10 March 2009	Inclusion of Notices of Implementation (future) 0219 & 0235.
2.99	12 March 2009	Inclusion of Modification 0237.
3.00	20 March 2009	Inclusion of Notice of Implementation (future) 0238.
3.01	01 April 2009	Inclusion of Modifications 0195AV, 0235 & 0241.
3.02	07 April 2009	Inclusion of Modification 0239.
3.03	14 April 2009	Inclusion of Notice of Implementation (future) 0213V.
3.04	17 April 2009	Inclusion of Modification 0213V & Consent to Modify C032.
3.05	27 April 2009	Inclusion of Consent to Modify C030 & Modification 0247.
3.06	29 April 2009	Inclusion of Consent to Modify C031.
3.07	02 June 2009	Inclusion of Notices of Implementation (future) 0242 & 0230AV.
3.08	03 June 2009	Inclusion of Modification 0249.
3.09	22 June 2009	Inclusion of Revised Notice of Implementation (future) 0242.
3.10	06 July 2009	Inclusion of Modification 0242.
3.11	18 August 2009	Inclusion of Modification 0238.
3.12	07 September 2009	Inclusion of Notice of Implementation (future) 0224 & Modification 0254.
3.13	01 October 2009	Inclusion of Modifications 0226 & 0257.

		<i>(Please note: there are no UNC legal text changes associated with the implementation of 0226)</i>
3.14	05 October 2009	Inclusion of Modification 0256. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0256)</i>
3.15	16 October 2009	Inclusion of Notice of Implementation (future) 0250.
3.16	19 October 2009	Inclusion of Revised Notice of Implementation (future) 0219.
3.17	01 November 2009	Inclusion of Modification 0250.
3.18	12 November 2009	Inclusion of Notice of Implementation (future) 0260.
3.19	01 December 2009	Inclusion of Modifications 0219 & 0260.
3.20	18 December 2009	Inclusion of Notice of Implementation (future) 0261 & Modification 0265.
3.21	21 December 2009	Inclusion of Modification 0275.
3.22	23 December 2009	Inclusion of Notice of Implementation (future) 0258A.
3.23	01 January 2010	Inclusion of Modifications 0230AV, 0261 & 0258A.
3.24	22 January 2010	Inclusion of Modification 0259.
3.25	05 February 2010	Inclusion of Modification 0266. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0266)</i>
3.26	23 February 2010	Inclusion of Notice of Implementation (future) 0268 & Modification 0278.
3.27	04 March 2010	Inclusion of Notice of Implementation (future) 0276.
3.28	30 March 2010	Inclusion of Notice of Implementation (future) 0269.
3.29	31 March 2010	Inclusion of Modification 0269.
3.30	26 April 2010	Inclusion of Consents to Modify C035 & C036.
3.31	28 May 2010	Inclusion of Notice of Implementation (future) 0229.
3.32	10 June 2010	Inclusion of Modification 0229.
3.33	24 June 2010	Inclusion of Modification 0289.
3.34	28 June 2010	Inclusion of Modification 0288.
3.35	20 July 2010	Inclusion of Modifications 0268 & 0290.
3.36	09 August 2010	Inclusion of Notice of Implementation (future) 0279, and Modifications 0286A and 0295.
3.37	20 August 2010	Inclusion of Revised Notice of Implementation (future) 0224.
3.38	07 September 2010	Inclusion of Consent to Modify C034.
3.39	24 September 2010	Inclusion of Modification 0297.
3.40	11 November 2010	Inclusion of Notice of Implementation (future) 0305, and Modification 0304.
3.41	12 November 2010	Inclusion of Modification 0301.
3.42	21 November 2010	Inclusion of Modifications 0317 & 0224.
3.43	20 December 2010	Inclusion of Notices of Implementation (future) 0318, 0319V, 0320V, 0321V, 0322V, 0323V, 0324V, 0325V and Modifications 0300 & 0310.
3.44	22 December 2010	Inclusion of (future) Consent to Modify C039.
3.45	04 January 2011	Inclusion of Modifications 0318, 0319V, 0320V, 0321V, 0322V, 0323V, 0324V, 0325V and Consent to Modify C039.
3.46	17 January 2011	Inclusion of Modification 0306.
3.47	18 January 2011	Inclusion of Modifications 0298, 0302, 0308 & 0309.
3.48	07 February 2011	Inclusion of Notices of Implementation (future) 0305 & DNPC08.

3.49	21 February 2011	Inclusion of Notice of Implementation (future) 0347V and Modification 0336.
3.50	24 February 2011	Inclusion of Notice of Implementation (future) 0281 & Revised Notice of Implementation (future) 0279.
3.51	01 March 2011	Inclusion of Modification 0279.
3.52	30 March 2011	Inclusion of Modification 0342 & Revised Notice of Implementation (future) 0281.
3.53	16 April 2011	Inclusion of Revised Notice of Implementation (future) 0347V & Notices of Implementation (future) 0333A & 0292 & Modification 0296.
3.54	26 April 2011	Inclusion of Modification 0339.
3.55	03 May 2011	Inclusion of Modification 0281 & Notices of Implementation (future) 0370 & 0355. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0355)</i>
3.56	20 May 2011	Inclusion of Modifications 0370 & 0355. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0355)</i>
3.57	24 May 2011	Inclusion of Consent to Modify C040.
3.58	01 June 2011	Inclusion of Modification 0347V & Consent to Modify C033.
3.59	23 June 2011	Inclusion of (future) Consent to Modify C043 & Notices of Implementation (future) 0362 & 0350. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0362)</i>
3.60	01 July 2011	Inclusion of Modifications 0305 & 0360 & Notice of Implementation (future) 0348.
3.61	08 July 2011	Inclusion of Modification 0362. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0362)</i>
3.62	01 August 2011	Inclusion of Modifications 0350 & 0367 & Notice of Implementation (future) 0353.
3.63	01 September 2011	Inclusion of Revised (future) Consent to Modify C043 & Revised Notices of Implementation (future) 0292 & 0333A & Modification 0349 & Notice of Implementation (future) 0353.
3.64	01 October 2011	Inclusion of Modification 0333A & Notice of Implementation (future) 0386 & Consents to Modify C042 & C044.
3.65	10 October 2011	Inclusion of Modifications 0352 & 0386. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0352)</i>
3.66	08 November 2011	Inclusion of Modification 0292 & Consent to Modify C043 & Inclusion of Modifications 0353 & 0330 & Notice of Implementation (future) 0381.
3.67	15 November 2011	Inclusion of Modification 0381.
3.68	28 November 2011	Notice of Implementation (future) 0372V.
3.69	09 December 2011	Inclusion of Modification 0372V & Notice of Implementation (future) 0331.
3.70	16 December 2011	Inclusion of Modification 0405.
3.71	20 December 2011	Inclusion of Revised Notice of Implementation (future) 0331 & Notices of Implementation (future) 0345, 0385S & 0363V.
3.72	03 January 2012	Inclusion of Modification 0331.
3.73	13 January 2012	Inclusion of Modification 0385S.

3.74	23 January 2012	Inclusion of Consents to Modify C045 & C046 & Notices of Implementation (future) 0376S & 0392. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0392)</i>
3.75	01 February 2012	Inclusion of Modification 0348.
3.76	10 February 2012	Inclusion of Revised Notice of Implementation (future) 0376S.
3.77	20 February 2012	Inclusion of Notices of Implementation (future) 0393S & 0406S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0406S)</i>
3.78	09 March 2012	Inclusion of Notice of Implementation (future) 0390 & Inclusion of Modifications 0393S & 0406S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0406S)</i>
3.79	10 March 2012	Inclusion of Notice of Implementation (future) 0356.
3.80	01 April 2012	Inclusion of DNPC08 & Modification 0390 & Notice of Implementation (future) 0392. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0392)</i>
3.81	01 May 2012	Inclusion of Modification 0356 & Notices of Implementation (future) 0389VS, 0397S, 0400S, 0401S, 0408S & 0409S.
3.82	14 May 2012	Inclusion of Modifications 0389VS, 0397S, 0400S, 0401S, 0408S & 0409S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0408S)</i>
3.83	18 May 2012	Inclusion of Notice of Implementation (future) 0413S.
3.84	24 May 2012	Inclusion of Notice of Implementation (future) 0399.
3.85	14 June 2012	Inclusion of Modification 0413S.
3.86	22 June 2012	Inclusion of Notices of Implementation (future) 0411S, 0414S & 0417S.
3.87	13 July 2012	Inclusion of Modifications 0392, 0411S, 0414S & 0417S & Notice of Implementation (future) 0373. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0392)</i>
3.88	16 July 2012	Inclusion of Notice of Implementation (future) 0404.
3.89	18 July 2012	Inclusion of Revised Notice of Implementation (future) 0404.
3.90	20 July 2012	Inclusion of Notice of Implementation (future) 0423S.
3.91	25 July 2012	Inclusion of Modification 0419 & Inclusion of Notice of Implementation (future) 0378.
3.92	01 August 2012	Inclusion of Modification 0373.
3.93	10 August 2012	Inclusion of Modification 0423S.
3.94	23 August 2012	Inclusion of (future) Consent to Modify C048 & Notice of Implementation (future) 0412.
3.95	24 August 2012	Inclusion of Notice of Implementation (future) 0403.
3.96	01 September 2012	Inclusion of Consent to Modify C048 & Modification 0399.
3.97	21 September 2012	Inclusion of Revised Notice of Implementation (future) 0403 & Notices of Implementation (future) 0384S & 0416S.
3.98	25 September 2012	Inclusion of Notice of Implementation (future) 0391.
3.99	01 October 2012	Inclusion of Modifications 0363V, 0404 & 0412.



4.00	12 October 2012	Inclusion of Modifications 0384S, 0416S & Revised Notice of Implementation (future) 0391.
4.01	17 October 2012	Inclusion of Notice of Implementation (future) 0338V.
4.02	18 October 2012	Inclusion of Revised Notice of Implementation (future) 0338V.
4.03	30 October 2012	Inclusion of Notices of Implementation (future) 0415 & 0420.
4.04	05 November 2012	Inclusion of Revised Notice of Implementation (future) 0415.
4.05	21 November 2012	Inclusion of Notice of Implementation (future) 0427S.
4.06	01 December 2012	Inclusion of Modification 0415.
4.07	10 December 2012	Inclusion of Modification 0427S.
4.08	01 January 2013	Inclusion of Modification 0338V.
4.09	12 February 2013	Inclusion of Modifications 0424, 0378 & Consent to Modify C049.
4.10	25 February 2013	Inclusion of Notices of Implementation (future) 0438S & 0444S.
4.11	08 March 2013	Inclusion of Notice of Implementation (future) 0398.
4.12	18 March 2013	Inclusion of Modifications 0438S & 0444S.
4.13	25 March 2013	Inclusion of Notice of Implementation (future) 0446S.
4.14	01 April 2013	Inclusion of Modifications 0391 & 0422.
4.15	16 April 2013	Inclusion of Modification 0446S.
4.16	19 April 2013	Inclusion of Notice of Implementation (future) 0437S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0437S)</i>
4.17	01 May 2013	Inclusion of Modification 0430.
4.18	17 May 2013	Inclusion of Revised Notice of Implementation (future) 0376S and Notices of Implementation (future) 0436S & 0447S.
4.19	01 June 2013	Inclusion of Modification 0376S.
4.20	10 June 2013	Inclusion of Modifications 0436S & 0447S.
4.21	24 June 2013	Inclusion of Consent to Modify C050 (future) & Notices of Implementation (future) 0433S & 0443S.
4.22	26 June 2013	Inclusion of Notices of Implementation (future) 0420 & 0439.
4.23	02 July 2013	Inclusion of Modification 0420 & associated Consent to Modify C050 & Modification 0439.
4.24	15 July 2013	Inclusion of Modifications 0433S & 0443S.
4.25	22 July 2013	Inclusion of Notices of Implementation (future) 0441 & 0429.
4.26	13 August 2013	Inclusion of Modification 0437S & Inclusion of Notices of Implementation (future) 0428 & 0410A. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0437S)</i>
4.27	16 August 2013	Inclusion of Notice of Implementation (future) 0459S.
4.28	01 September 2013	Inclusion of Modification 0410A.
4.29	09 September 2013	Inclusion of Modification 0459S.
4.30	20 September 2013	Inclusion of Notices of Implementation (future) 0460S & 0449.
4.31	08 October 2013	Inclusion of Modifications 0345, 0441 & 0449.

4.32	15 October 2013	Inclusion of Modification 0460S.
4.33	04 November 2013	Inclusion of Notice of Implementation (future) 0407 & Inclusion of Modifications 0464 & 0403.
4.34	22 November 2013	Inclusion of Notice of Implementation (future) 0457S.
4.35	04 December 2013	Inclusion of Modification 0407.
4.36	24 December 2013	Inclusion of Modification 0457S.
4.37	31 December 2013	Inclusion of Modification 0462.
4.38	01 February 2014	Inclusion of Notice of Implementation (future) 0425V & Inclusion of Modification 0451AV.
4.39	06 February 2014	Inclusion of Modification 0448.
4.40	06 March 2014	Inclusion of Notices of Implementation (future) 0431, 0450B, 0463S, 0480FT, 0471S, 0476S, 0432 & 0434.
4.41	17 March 2014	Inclusion of Modifications 0463S & 0480FT.
4.42	21 May 2014	Inclusion of Modifications 0398, 0429, 0428, 0425V, 0476S & 0431 and Notice of Implementation (future) 0461.
4.43	24 May 2014	Inclusion of Modifications 0496FT, 0490S & 0471S and Notice of Implementation (future) 0477, 0492FT, 0499FT, 0474S, 0478, 0481 & 0455. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0481)</i>
4.44	23 June 2014	Inclusion of Modifications 0492FT, 0474S & 0455 and Notice of Implementation (future) 0499FT, 0482S, 0488S, 0475S, 0484S & 0458.
4.45	11 July 2014	Inclusion of Modifications 0482S, 0488S, 0475S & 0484S.
4.46	21 July 2014	Inclusion of Notice of Implementation (future) 0503FT & Revised Notice of Implementation (future) 0499FT.
4.47	08 August 2014	Inclusion of Modification 0503FT.
4.48	22 August 2014	Inclusion of Notices of Implementation (future) 0485 & 0472S.
4.49	17 September 2014	Inclusion of Modification 0472S.
4.50	30 September 2014	Inclusion of Notices of Implementation (future) Significant Code Review (SCR) & 0494 and inclusion of Modification 0485.
4.51	13 October 2014	Inclusion of Modifications 0450B, 0478, 0481 & 0499FT. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0481)</i>
4.52	27 October 2014	Inclusion of Notice of Implementation (future) 0507 & Inclusion of Modification 0513.
4.53	01 November 2014	Inclusion of Modification 0507.
4.54	11 November 2014	Inclusion of Modification 0477.
4.55	21 November 2014	Inclusion of Revised Notice of Implementation (future) 0458 & Notice of Implementation (future) 0497. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0497)</i>
4.56	18 December 2014	Inclusion of Notices of Implementation (future) 0465V & 0469S.
4.57	06 January 2015	Inclusion of Revised Notices of Implementation (future) 0494, 0432 & 0434.
4.58	14 January 2015	Inclusion of Modification 0469S & Notice of Implementation (future) 0487V.

4.59	16 January 2015	Inclusion Notice of Implementation (future) 0440 & Inclusion of Modification 0467. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0467)</i>
4.60	06 February 2015	Inclusion of Modification 0465V & Inclusion of Notice of Implementation (future) 0489.
4.61	20 February 2015	Inclusion of Revised Notice of Implementation (future) 0487V & Notices of Implementation (future) 0514, 0479S, 0512S & 0515S.
4.62	02 March 2015	Inclusion of Modifications 0458 & 0497. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0497)</i>
4.63	13 March 2015	Inclusion of Modifications 0479S, 0512S & 0515S.
4.64	09 April 2015	Inclusion of Notices of Implementation (future) 0445 & 0466AV & Inclusion of Modification 0487V.
4.65	22 May 2015	Inclusion of Notices of Implementation (future) 0473, 0516S & 0533S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0533S)</i>
4.66	19 June 2015	Inclusion of Modifications 0533S, 0493 & 0500 & Inclusion of Revised Notice of Implementation (future) 0473 & Inclusion of (future) Notice of Implementation 0538FT. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0533S)</i>
4.67	24 July 2015	Inclusion of (future) Notices of Implementation 0519, 0523S, 0518S, 0540FT & Inclusion of Modifications 0501V & 0535.
4.68	07 August 2015	Inclusion of Modification 0540FT.
4.69	21 August 2015	Inclusion of Modification 0548 & Inclusion of (future) Notice of Implementation 0525 & Inclusion of Revised Notice of Implementation (future) 0519.
4.70	18 September 2015	Inclusion of (future) Notices of Implementation 0554FT, 0556FT, 0546S, 0547S & 0552S.
4.71	24 September 2015	Inclusion of Revised Notices of Implementation (future) 0432, 0434, 0440, 0445 & 0514 & Inclusion of (future) Notice of Implementation 0510V.
4.72	01 October 2015	Inclusion of Modifications 0461, SCR+0494, 0489, 0538FT, 0519, 0525, 0510V, 0498 & 0502. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0498 and 0502)</i>
4.73	09 October 2015	Inclusion of Modifications 0554FT, 0556FT, 0546S, 0547S & 0552S.
4.74	16 October 2015	Inclusion of (future) Notices of Implementation 0559FT, 0562FT & 0545S & Inclusion of Revised Notice of Implementation (future) 0518S.
4.75	06 November 2015	Inclusion of Modifications 0559FT, 0562FT & 0545S & Inclusion of (future) Notice of Implementation 0534.
4.76	23 November 2015	Inclusion of (future) Notices of Implementation 0553S & 0561S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0561S)</i>
4.77	11 December 2015	Inclusion of Modifications 0560, 0553S & 0561S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0561S)</i>
4.78	21 December 2015	Inclusion of (future) Notice of Implementation

		0506V & Revised Notice of Implementation (future) 0466AV.
4.79	25 January 2016	Inclusion of (future) Notices of Implementation 0563S, 0566S & 0567S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0567S)</i>
4.80	29 January 2016	Inclusion of Modification 0506V.
4.81	12 February 2016	Inclusion of (future) Notice of Implementation 0504 & Inclusion of Modifications 0528V, 0527, 0563S, 0566S & 0567S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0567S)</i>
4.82	01 March 2016	Inclusion of Modification 0504 & Inclusion of (future) Notices of Implementation 0569S & 0573. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0569S)</i>
4.83	09 May 2016	Inclusion of Modifications 0569S & 0466AV & Inclusion of (future) Notices of Implementation 0579FT, 0577S, 0568 & 0520A. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0569S)</i>
4.84	16 May 2016	Inclusion of (future) Revised Notice of Implementation 0520A & Inclusion of Modifications 0579FT & 0577S.
4.85	22 June 2016	Inclusion of (future) Notices of Implementation 0572 & 0586FT.
4.86	22 July 2016	Inclusion of (future) Revised Notice of Implementation 0568 & Inclusion of (future) Notices of Implementation 0581S, 0584S & 0580VS. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0581S)</i>
4.87	12 August 2016	Inclusion of Modifications 0568, 0534, 0581S, 0584S, 0580VS & Inclusion of (future) Notice of Implementation 0576. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0581S)</i>
4.88	18 August 2016	Inclusion of Modification 0578 & Inclusion of (future) Notice of Implementation 0583S, 0582S & 0591S.
4.89	19 September 2016	Inclusion of Modifications 0582S & 0591S & Inclusion of (future) Revised Notice of Implementation 0576 & Inclusion of (future) Notices of Implementation 0592S & 0589S & Inclusion of (future) Revised Notice of Implementation 0583S.
4.90	01 October 2016	Inclusion of Modification 0592S & Consent to Modify C055 & Inclusion of (future) Revised Notices of Implementation 0432, 0434, 0440 & 0518S.
4.91	25 November 2016	Inclusion of (future) Notices of Implementation 0574, 0595S, 0601FT & 0587. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0595S, 0601FT &amp; 0587)</i>
4.92	09 December 2016	Inclusion of Modifications 0595S, 0601FT & 0574. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0595S &amp; 0601FT)</i>
4.93	02 January 2017	Inclusion of Modification 0520A & Inclusion of (future) Notice of Implementation 0603S &

		Inclusion of (future) Revised Notice of Implementation 0587. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0587). (Please note: the legal text changes associated with the implementation of 0603S involve both pre and post Project Nexus text elements)</i>
4.94	11 January 2017	Inclusion of Modification 0603S. <i>(Please note: the legal text changes associated with the implementation of 0603S involve both pre (as inserted in this update) and post Project Nexus text elements)</i>
4.95	17 February 2017	Inclusion of (future) Notice of Implementation 0565A & Inclusion of Modification 0596 & Inclusion of (future) Notices of Implementation 0598S & 0602A. <i>(Please note: the legal text changes associated with the implementation of 0596 involve both pre (as inserted in this update) and post Project Nexus text elements)</i>
4.96	20 February 2017	Inclusion of Modification 0602A. <i>(Please note: this update also includes the removal of TPD Section Z (and references elsewhere in Code therein) in accordance with the provisions outlined within UNC Modification 0553S)</i>
4.97	21 March 2017	Inclusion of (future) Notice of Implementation 0600S & Inclusion of (future) Revised Notices of Implementation 0518S & 0598S.
4.98	01 April 2017	Inclusion of Modification 0565A & Inclusion of (future) Notice of Implementation 0597. <i>(Please note: the legal text changes associated with the implementation of 0565A involve both pre (as inserted in this update) and post Project Nexus text elements)</i>
4.99	07 April 2017	Inclusion of Modifications 0598S, 0597 & 0600S.
5.00	25 April 2017	Inclusion of (future) Notices of Implementation 0608S, 0610S, 0604S & 0606S.
5.01	15 May 2017	Inclusion of Modifications 0587 & 0608S & (future) Revised Notice of Implementation 0610S & Inclusion of (future) Notice of Implementation 0617S. <i>(Please note: there are no UNC legal text changes associated with the implementation of either 0587 or 0617S)</i>
5.02	22 May 2017	Inclusion of (future) Notice of Implementation 0618 & Inclusion of Modification 0609.
5.03	01 June 2017	Inclusion of Modifications 0432, 0434, 0440, 0514, 0445, 0473, 0516S, 0523S, 0573, 0618, 0572, 0586FT, 0576, 0583S, 0589S, 0603S, 0596, 0565A, 0604S, 0606S & 0617S. <i>(Please note: the legal text changes associated with the implementation of modifications 0603S, 0596 &amp; 0565A involve the insertion of post Project Nexus text elements only)</i>
5.04	07 June 2017	Inclusion of Modification 0610S.
5.05	21 July 2017	Inclusion of (future) Notices of Implementation 0620S, 0605S & 0611S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0620S)</i>
5.06	17 August 2017	Inclusion of Modifications 0620S, 0605S & 0611S & Inclusion of (future) Notice of Implementation 0615S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0620S)</i>
5.07	11 September 2017	Inclusion of Modifications 0518S & 0615S &

		Inclusion of (future) Notice of Implementation 0570.
5.08	22 September 2017	Inclusion of (future) Notices of Implementation 0613S & 0626FT & (future) Revised Notice of Implementation 0570. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0613S)</i>
5.09	01 October 2017	Inclusion of Consent to Modify C057.
5.10	13 October 2017	Inclusion of Modifications 0613S & 0626FT. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0613S)</i>
5.11	23 October 2017	Inclusion of (future) Notices of Implementation 0593V & 0616S.
5.12	03 November 2017	Inclusion of Modification 0570.
5.13	28 November 2017	Inclusion of Modification 0634 & Inclusion of (future) Notice of Implementation 0637S & Inclusion of Modification 0625.
5.14	08 December 2017	Inclusion of Modification 0637S.
5.15	18 December 2017	Inclusion of Modification 0593V.
5.16	27 December 2017	Inclusion of (future) Notice of Implementation 0627S.
5.17	08 January 2018	Inclusion of Modification 0616S.
5.18	22 January 2018	Inclusion of Modification 0627S.
5.19	14 February 2018	Inclusion of (future) Notice of Implementation 0638V.
5.20	06 March 2018	Inclusion of Modification 0607. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0607)</i>
5.21	23 March 2018	Inclusion of (future) Notices of Implementation 0632S, 0640S, 0650FT & 0623.
5.22	20 April 2018	Inclusion of Modifications 0638V, 0632S, 0640S, 0650FT & 0623.
5.23	15 June 2018	Inclusion of Modifications 0641S, 0645S & 0648S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0645S)</i>
5.24	07 July 2018	Inclusion of Modification 0658. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0658)</i>
5.25	20 July 2018	Inclusion of (future) Notices of Implementation 0628S & 0629S.
5.26	25 October 2018	Inclusion of Modifications 0666 & 0657S & Inclusion of (future) Notices of Implementation 0649S & 0654S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0666 &amp; 0657S)</i>
5.27	30 October 2018	Inclusion of Modifications 0628S & 0629S.
5.28	09 November 2018	Inclusion of Modification 0649S.
5.29	28 November 2018	Inclusion of (future) Notice of Implementation 0660S & Inclusion of Modification 0656.
5.30	30 November 2018	Inclusion of Modification 0673.
5.31	07 December 2018	Inclusion of Modification 0660S.
5.32	01 March 2019	Inclusion of Modifications 0654S & 0668S.
5.33	01 April 2019	Inclusion of (future) Notices of Implementation 0651 & 0665.
5.34	22 July 2019	Inclusion of (future) Notice of Implementation 0652 & Inclusion of Modifications 0684S, 0665 & 0675S

		& Inclusion of (future) Notice of Implementation 0681S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0684S &amp; 0675S)</i>
5.35	19 August 2019	Inclusion of Modification 0652 & Inclusion of (future) Notices of Implementation 0685 & 0698S.
5.36	09 September 2019	Inclusion of Modification 0698S & Inclusion of (future) Notice of Implementation 0700.
5.37	28 September 2019	Inclusion of Modification 0700.
5.38	23 October 2019	Inclusion of Modification 0685 & Inclusion of (future) Notice of Implementation 0695S.
5.39	08 November 2019	Inclusion of Modification 0695S & Inclusion of (future) Notice of Implementation 0703S.
5.40	25 November 2019	Inclusion of Modification 0703S & Inclusion of (future) Notice of Implementation 0709FT.
5.41	31 January 2020	Inclusion of Modification 0709FT & Inclusion of (future) Notices of Implementation 0692S & 0682.
5.42	28 February 2020	Inclusion of (future) Notice of Implementation 0690S & Inclusion of Modification 0682.
5.43	26 March 2020	Inclusion of (future) Notice of Implementation 0707S & Inclusion of Modifications 0681S & 0690S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0707S)</i>
5.44	20 April 2020	Inclusion of Modification 0707S & Inclusion of (future) Notices of Implementation 0712S & 0713S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0707S &amp; 0712S)</i>
5.45	12 May 2020	Inclusion of Modifications 0712S, 0713S, 0722, 0723 & 0724 & Consent to Modify C058. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0712S)</i>
5.46	26 June 2020	Inclusion of Modifications 0683S & 0704S & Inclusion of (future) Notices of Implementation 0708S, 0702S, 0678A & 0672S & Inclusion of Modifications 0715S, 0711 & 0726.
5.47	15 July 2020	Inclusion of Revised (future) Notices of Implementation 0702S & 0708S.
5.48	24 July 2020	Inclusion of Modifications 0702S & 0708S.
5.49	25 August 2020	Inclusion of BEIS phase 1 (June 2020) & Inclusion of (future) Notices of Implementation 0732FT & 0733FT.
5.50	09 September 2020	Inclusion of Modification 0672S.
5.51	15 September 2020	Inclusion of Modification 0732FT.
5.52	25 September 2020	Inclusion of (future) Notices of Implementation 0720S, 0697VS & Inclusion of BEIS phase 2 (September 2020) & Inclusion of (future) Notice of Implementation 0716. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0720S)</i>
5.53	01 October 2020	Inclusion of Modifications 0678A, 0733FT & 0716.
5.54	09 October 2020	Inclusion of Modification 0720S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0720S)</i>
5.55	26 October 2020	Inclusion of (future) Notices of Implementation 0691S & 0710S.

5.56	30 November 2020	Inclusion of Modification 0697VS & Inclusion of (future) Notice of Implementation 0744FT.
5.57	24 December 2020	Inclusion of Modification 0744FT & Inclusion of (future) Notices of Implementation 0731S, 0736S, 0750FT, 0747FT, 0727 & 0748.
5.58	01 January 2021	Inclusion of Modification 0748.
5.59	15 January 2021	Inclusion of Modifications 0731S, 0736S, 0750FT & 0747FT.
5.60	31 March 2021	Inclusion of Modifications 0735VS & 0743S & Inclusion of (future) Revised Notice of Implementation 0691S & Inclusion of (future) Notice of Implementation 0745S & Inclusion of Modification 0714. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0714)</i>
5.61	01 April 2021	Inclusion of Modification 0691S.
5.62	23 April 2021	Inclusion of (future) Notices of Implementation 0757FT & 0766FT.
5.63	28 April 2021	Inclusion of (future) Notices of Implementation 0728B & Consent to Modify C059.
5.64	11 May 2021	Inclusion of Modifications 0757FT & 0766FT & Inclusion of Revised (future) Notice of Implementation 0692S.
5.65	21 June 2021	Inclusion of Modifications 0764, 0756S & 0741S & Inclusion of (future) Notices of Implementation 0752S, 0701, 0762S & 0759S.
5.66	30 July 2021	Inclusion of (future) Notice of Implementation 0770FT & Inclusion of Modification 0762S & Inclusion of Revised (future) Notice of Implementation 0710S & Inclusion of (future) Notices of Implementation 0768, 0755S & 0664VVS. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0762S)</i>
5.67	13 September 2021	Inclusion of Modification 0768 & Inclusion of (future) Notice of Implementation 0729.
5.68	23 September 2021	Inclusion of (future) Notices of Implementation 0769S & 0774S & Inclusion of Revised Notice of Implementation 0745S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0769S)</i>
5.69	01 October 2021	Inclusion of Modifications 0711, 0727, 0728B & Consent to Modify C059 & Inclusion of Modifications 0729 & 0745S.
5.70	19 October 2021	Inclusion of Modifications 0774S & 0769S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0769S)</i>
5.71	12 November 2021	Inclusion of Modifications 0788, 0772S & 0775S & Inclusion of Revised (future) Notice of Implementation 0692S.
5.72	24 January 2022	Inclusion of Modification 0776S & Inclusion of (future) Notice of Implementation 0797 & Inclusion of Modification 0692S.
5.73	10 March 2022	Inclusion of (future) Notices of Implementation 0786S, 0787S, 0793S, 0784S & 0734S & Inclusion of Modifications 0785 & 0791. <i>(Please note: there are</i>



		<i>no UNC legal text changes associated with the implementation of 0786S &amp; 0787S)</i>
5.74	13 April 2022	Inclusion of Modifications 0786S, 0787S, 0784S, 0797 & 0794S & Inclusion of (future) Notice of Implementation 0798S & Inclusion of (future) Revised Notices of Implementation 0755S, 0759S & 0752S. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0786S &amp; 0787S)</i>
5.75	16 May 2022	Inclusion of Modifications 0798S, 0755S, 0759S, 0752S, 0780, 0802S & 0807FT. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0780)</i>
5.76	15 June 2022	Inclusion of (future) Notice of Implementation 0804 & Inclusion of Modification 0771S & Inclusion of (future) Notice of Implementation 0796.
5.77	20 July 2022	Inclusion of (future) Notices of Implementation 0800 & 0792S.
5.78	01 September 2022	Inclusion of Modification 0804 & Inclusion of (future) Notices of Implementation 0810S & 0674V & Inclusion of Revised (future) Notice of Implementation 0800.
5.79	26 September 2022	Inclusion of Modifications 0793S, 0792S & Inclusion of (future) Notices of Implementation 0820FT & 0821FT & Inclusion of Modification 0824.
5.80	28 September 2022	Inclusion of Modification 0817.
5.81	14 October 2022	Inclusion of Modifications 0796, 0800, 0820FT & 0821FT.
5.82	17 October 2022	Inclusion of Modification 0822.
5.83	14 November 2022	Inclusion of Modification 0674V.
5.84	07 December 2022	Inclusion of (future) Notices of Implementation 0799 & 0809.
5.85	09 December 2022	Inclusion of Modification 0833.
5.86	16 January 2023	Inclusion of Revised (future) Notice of Implementation 0809 & Inclusion of Modification 0826S & Inclusion of (future) Notice of Implementation 0830S.
5.87	03 February 2023	Inclusion of (future) Notices of Implementation 0815S, 0827S & 0811S & Inclusion of Revised (future) Notice of Implementation 0664VVS.
5.88	13 February 2023	Inclusion of Modifications 0815S, 0827S & Inclusion of Revised (future) Notice of Implementation 0701.
5.89	29 March 2023	Inclusion of Modifications 0664VVS and 0837FT & Inclusion of (future) Notice of Implementation 0814 & Inclusion of Revised (future) Notice of Implementation 0701 & Inclusion of (future) Notice of Implementation 0832S & Inclusion of Revised (future) Notice of Implementation 0814. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0814)</i>
5.90	13 April 2023	Inclusion of Modifications 0710S, 0809, 0830S, 0832S, 0734S & 0810S & Inclusion of Revised (future) Notice of Implementation 0701 & Inclusion

		of Revised (future) Notice of Implementation 0814. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0814)</i>
5.91	22 April 2023	Inclusion of Revised (future) Notice of Implementation 0814 & Inclusion of (future) Notice of Implementation 0840. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0814)</i>
5.92	25 April 2023	Inclusion of Revised (future) Notice of Implementation 0840.
5.93	03 July 2023	Inclusion of Modification 0834S & Inclusion of (future) Notices of Implementation 0816S & 0829S.
5.94	07 July 2023	Inclusion of Modification 0829S.
5.95	30 August 2023	Inclusion of Modifications 0814, 0844 & 0845. <i>(Please note: there are no UNC legal text changes associated with the implementation of 0814)</i>
5.96	03 October 2023	Inclusion of Modification 0846.



**LIST OF DEFINED TERMS**

**THIS DOES NOT FORM PART OF THE UNIFORM NETWORK CODE AND IS FOR INFORMATION PURPOSES ONLY<sup>12345</sup>**

1984 Act	TD Part VI 1.1(b)
2020 Act	TD Part VI 1.1(c)
°C	GT C3.2.1
1-in-20 peak day demand	GT C2.6.4(c)
1-in-50 Severe Annual Demand	GT C2.6.4(d)
1-in-50 Severe Annual Demand	GT C2.6.4(f)
5-Day-Ahead Option	TPD D7.1.3(e)(iii)
<b>A</b>	
a current Firm Allowance	TD Part IIC 6.4.4
a late payment	TPD V3.1.6(a)
AAISC	EID B4.9.3
Advanced Meter	TPD M1.2.2(e)
Accepted Price	TD Part IID 4.1.2(a)
Accepting Participant	TPD D2.2.1(b)
Access Party	OAD B6.1.1
Acquiring Trade Nomination	TPD C5.1.1
Act	GT C1
Active Notification Communication	GT D5.7.1
Active Notification Device	GT D5.7.2
Active Notification System	GT D5.7.2
Actual Aggregate Storage Curtailment Compensation Quantity	TPD Q7.1.1(d)
Actual Annual AQ Read Percentage	TPD M5.9.18(c)
Actual Available NTS Entry Capacity	TPD B2.7.5(a)
Actual Deferred Payment Amount	TD Part VI 9.3(a)
Actual Individual Storage Curtailment Compensation Quantity	TPD Q7.1.1(f)
Actual Minimum Payment Amount	TD Part VI 9.3(b)
Actual Monthly AQ Read Percentage	TPD M5.9.18(b)
actual revenue	TPD Annex V-3 2(c)
ADISU	TPD Q6.5.7(a)(i)

<sup>1</sup> Implementation of modification 0651 effective 05:00hrs on a date to be confirmed will amend this list in whole or in part.

<sup>2</sup> Implementation of modification 0799 effective 05:00hrs on a date to be confirmed will amend this list in whole or in part.

<sup>3</sup> Implementation of modification 0811S effective 05:00hrs on a date to be confirmed will amend this list in whole or in part.

<sup>4</sup> Implementation of modification 0701 effective 05:00hrs on 04/11/2023 will amend this list in whole or in part.

<sup>5</sup> Implementation of modification 0816S effective 05:00hrs on a date to be confirmed will amend this list in whole or in part.

ADPA	TD Part VI 9.3(a)
ADSRQ	TPD Q6.5.7(a)(ii)
add-hoc	TPD B8.2.3
add-hoc	TD Part IIC Annex 1 G6.2.3
Additional Customer Services	GT D2.1.1(b)(iii)
additional Monthly Adjustment Neutrality Cost	TPD F4.5.3(a)(v)
additional Monthly Adjustment Neutrality Revenue	TPD F4.5.3(b)(iv)
adjacent bundling request	EID B6.4.8
Adjacent TSO	EID A2.1.2(b)
Adjacent TSO Rulebook	EID A2.1.2(g)
adjusted	TPD C1.5.3(c)
Adjusted	TPD B2.1.7(c)
Adjusted	TPD B3.8.6(a)
Adjusted	TD Part V VA2.3.2(a)
adjusted	TPD V10.1.1(f)
adjusted	TPD E1.1.6(c)
Adjusted Daily Imbalance Charge	TD Part V VA2.3.2(b)
Adjusted User LDZ Offtake Quantity	TPD E1.1.6(a)(i)
Adjustment DSR Determination	TPD Q6.4.8
Adjustment Neutrality Amount	TPD F4.5.1
affected	GT C2.4.2
affected ASEP	TPD B2.18.15(a)
Affected Offtake Reconciliation	TPD E6.7.3
Affected Offtake Reconciliation	TPD E6.8.2
Affected Party	GT B3.1.1
affected Party	OAD G.1.2.1
affected Party	OAD B2.2.3(b)
Affected Supply Meter Point	TD Part IIC 13.1.1(e)
Affiliate	GT C2.9.7
Agency Charging Statement	TPD B1.7.11
Agency Allocation	TPD G9.5.1(b)
Agency Functions	GT D2.2.1(a)
Agency Services	GT D1.3.6(b)
Agenda	MR 2.1
Agreed Opening Meter Reading	TPD M5.13.12
Aggregate AISC	EID B3.1.5
Aggregate Bid Quantity	EID B4.1.3(d)
Aggregate Constraint Amount	TPD I3.7.2
Aggregate Firm Offtake Rate	TD Part IIC 11.14.2(b)
agregate flat overrun	TPD B3.13.1(b)

aggregate NDM LDZ AQ	TPD H2.5.2(a)
Aggregate NTS Exit Point	TPD A3.3.7
Aggregate IGT System	IGTAD B1.1.3(a)
Aggregate LDZ Quantity	TPD E7.1.2(e)
Aggregate Nominated Quantity	EID D1.2.1(b)
aggregate notional surrender cost	TPD I3.7.7(a)
Aggregate NTS Exit Point	TPD A3.3.7
Aggregate Operating Margins Profile	TPD K2.2.1(d)
aggregate overrun excess	TD Part IIC 9.6.6(a)
aggregate preference number	GT A2.2.8(b)
aggregate ratchet excess	TPD B4.7.10(a)
Aggregate Reconciliation Clearing Value	TPD E7.1.2(b)
Aggregate Reconciliation Quantity	TPD E7.1.2(a)
Aggregate System Entry Point	TPD A2.3.1
Aggregate System Payments	TPD F4.4.3
Aggregate System Receipts	TPD F4.4.2
Aggregate Surrender Quantity	EID B7.1.2(f)
Aggregate User Unidentified Gas	TPD E1.1.6(b)
Aggregate Valid Meter Reading Requirement	TPD M5.17.1(a)
Aggregate Weekly Minimum Requirement	TPD R3.4.3
Agreed 0600 Pressure	OAD I4.1.1(c)
AIGTS AQ	IGTAD B1.1.3(b)
AIPC	EID B4.9.3
AISC	EID B4.9.2
Allocable Interconnected System Capacity	EID B3.4.1
Allocable Interconnected Point Capacity	EID B3.1.1
allocation effective time	TPD Annex B-1 3.7(d)(i)
allocation year	TPD Y A-I 2.1.4(b)
Allocation Process	TPD Y A-I 2.2.2(b)
Allocation Provisions	EID A4.1.1(a)(v)
Allowed Transmission Services Entry Revenue	TPD Y A-I 1.6.1(a)
Allowed Transmission Services Exit Revenue	TPD Y A-I 1.6.1(a)
Allowed FY Transmission Services Entry Revenue	TPD Y A-I 1.5.3(a)
Allowed FY Transmission Services Entry Revenue	TD Part IIC 27.2.2
Allowed FY Transmission Services Entry Revenue	TD Part IIC 27.2.2(a)
Allowed FY Transmission Services Exit Revenue	TPD Y A-I 1.5.3(b)
Allowed FY Transmission Services Exit Revenue	TD Part IIC 27.2.2
Allowed FY Transmission Services Exit Revenue	TD Part IIC 27.2.2(b)
Allowed FY Non-Transmission Services Revenue	TPD Y A-I 1.5.1(c)
Allowed Non-Transmission Services Revenue	TPD Y A-I 1.6.1(b)

Allowed Revenue	TPD Y A-I 1.3.1(a)
Allowed TS-Related NTS System Operation Revenue	TPD Y A-I 1.5.1(d)
Allowed TS-Related NTS System Operation Entry Revenue	TPD Y A-I 1.5.2(a)
Allowed TS-Related NTS System Operation Exit Revenue	TPD Y A-I 1.5.2(b)
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Ancillary Agreements	TD Part V VB2.1(b)
Ancillary D Invoice	TD Part IIG 2.1(c)(i)
Ancillary T Invoice	TD Part IIG 2.1(c)(ii)
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annual	TPD B2.2.3(a)
annual	TPD B8.2.2
annual	TD Part IIC Annex 1 G6.2.2
Annual Application Window	TPD B3.1.9
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Annual Compressor Fuel Cost	TPD F1.1.2(h)
Annual Data	TPD J6.5.7
annual demand	GT C2.6.4(b)
annual invitation	TPD B2.2.2
annual invitation date	TPD B2.2.18(d)(i)
annual invitation period	TPD B2.2.3(a)(ii)
Annual Load Profile	TPD Annex B-3 8.5(a)
Annual Load Profile	TD Part IIC Annex 1 G5.1.13(a)
Annual Load Profile	TPD H2.3.1
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Annual Modification Panel Report	MR 2.1
Annual NDM/Priority Severe Demand	TPD Q5.1.1(b)
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Annual PAF Review	TPD V16.4.2
Annual Quantity	TPD G2.3.1
Annual Quantity	TD Part IIC Annex 1 G1.6.7
Annual Quantity	TD Part IIC Annex 1 G1.6.8
Annual Quarterly Auctions	EID B2.4.1(b)
Annual Read Meter	TPD M5.9.1(c)
Annual Storage Invitation	TPD Z3.1.3
Annual Tanker Filling Slot	TPD Z2.9.5
Annual Yearly Auctions	EID B2.4.1(a)
Annually Auctioned	TPD Y A-I 2.2.2(g)

Anticipated Balancing Indebtedness	TPD X2.5.2(c)
anticipated normal offtake pressure	TPD J2.2.3
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Appeal Criteria	MR 2.1
Appeal Procedures	MR 2.1
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Appellant Party	TPD V16.8.3
applicable	TPD M3.2.2(a)
applicable	TD Part IIC 14.12.4(a)
Applicable Commodity Rate	TPD B1.8.5(c)
Applicable Daily Quantity	TPD B9.3.7
Applicable Daily Rate	TPD B1.8.5(a)
applicable daily rate	GT D Appendix to Annex D-1 2.2(a)
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Applicable Demand Model	TPD H1.3.2
Applicable End User Category	TPD H1.2.3
Applicable End User Category	TD Part IIC 14.9.2
Applicable Interest Rate	TPD S3.6.3
Applicable Interest Rate	TPD Z8.2.5
Applicable Interest Rate	OAD L3.6.2
Applicable Liability Gas Price	GT C2.7.1
Applicable Offtake Pressure	TPD J2.1.4
Applicable Offtake Requirements	TPD J2.1.1
Applicable Percentage	TPD M5.17.2(a)
applicable reserve price	TPD B2.2.16(d)(ii)
Applicable Storage Capacity Charge Rate	TPD Z2.6.3
Applicable Storage Deliverability Charge Rate	TPD Z2.6.3
Applicable Storage Deliverability Charge Rate	TPD R1.5.1(l)
Applicable Storage Injectability Charge Rate	TPD Z2.6.3
Applicable Storage Nomination Time	TPD R1.5.1(e)
Applicable Storage Space Charge Rate	TPD Z2.6.3
Applicable Storage Space Charge Rate	TPD R1.5.1(l)
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Applicable Total Storage Deliverability	TPD R1.5.1(d)
Applicable Total Storage Space	TPD R1.5.1(c)
applicant Party	GT B7.2.2(a)
applicant User	TD Part IIC Annex 1 G1.16.1
Applicant User	TPD V2.1.1
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Appointment Period	MR 4.1.6
Appointment Year	GT D Annex D-2 1.1(a)
approved by the Authority	TD Part IIC 1.3.4(e)
Approved Credit Rating	TPD V3.1.1(b)
Approved Trading System Subcontractor	TPD D2.1.3(f)
April Maintenance Programme	TPD L1.2.3
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AQ Amendments	TD Part IIC Annex 1 G1.6.4(f)(ii)
AQ Calculation Month	TPD G2.3.3(c)
AQ Calculation Table	IGTAD B1.1.2(e)
AQ Close-Out	TPD G2.3.3(a)
AQ Closing Reading	TPD G2.3.7(a)
AQ Metered Period	TPD G2.3.7(d)
AQ Metered Quantity	TPD G2.3.7(e)
AQ Opening Reading	TPD G2.3.7(b)
AQ Read Submission Period	TPD G2.3.3(b)
AQ Review Date	TD Part IIC Annex 1 G1.6.1(c)
AQ Weekly Updates	TPD J6.5.7
ASEP Force Majeure	TPD B2.18.15(a)
ASEP Force Majeure Notice	TPD B2.18.15(b)
ASEP Force Majeure Quantity (kWh/day)	TPD B2.18.15(c)
ASEP merit order	TD Part IIC 1.1.7(a)(vii)
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Assignee User	TPD B6.1.1
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Association Data Cut-Off Date	TD Part IIIH 1.1.1(a)
Assumed VOLL	TPD Q4.1.3(c)
Assured 0600 Pressure	OAD I4.1.1(a)
Assured 2200 Pressure	OAD I4.1.1(a)
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Auction	TPD Y A-I 2.2.2(a)
Auction	EID B2.1.4(a)
Auction Allocated Quantity	EID B2.1.5(m)
Auction Calendar	EID B2.1.4(f)
Auction Date	EID B4.1.3(a)
Auction Information	EID B2.1.5(a)
Auction Information Time	EID B2.1.5(b)
Auction Premium	EID B2.1.5(k)
Auction Quantity	EID B2.1.5(f)
auction year	TPD Y A-I 2.1.4(a)
Auction Year	EID B2.1.4(d)
AUG Determination	TPD E9.4.2
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AUG Statement	TPD E9.1.1(d)
AUG Table	TPD E9.1.1(e)
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AUGE Document	TPD E9.1.1(a)
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Authority Appeal	MR 2.1
Authority backstop date	GT B7.2.11(a)
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available	TPD B2.5.14
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Available	TPD K3.8.3
Available	TPD Z2.2.2(b)
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available capacity rate	TPD B2.5.15(a)
available capacity rate	TPD Annex B-1 3.7(d)(ii)
Available Curtailment Quantity	TPD Q7.1.1(h)
available capacity rate	TPD B2.4.15(a)
Available Daily Capacity	TPD B2.5.13(a)
Available Exercise Day	TPD D7.1.3(g)
Available Exercise Quantity	TPD D7.2.4
available injection rate	TPD Z5.2.6(a)
Available Interruptible Capacity	TPD B2.6.10
Available Month	TD Part IIC 1.1.7(a)(iii)(1)
Available Monthly Capacity	TD Part IIC 1.1.7(a)(i)

Available Monthly Capacity	TPD B2.2.3(e)
Available NTS Entry Capacity	TPD B2.2.5
available surrender rate	TPD B2.11.12(a)
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Average Forecast NTS Capacity Charges	TPD F1.1.2(h)
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Back Stop Reconciliation Month	GT C1
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Bacton IP ASEP	TD Part IIE 1.2(b)
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Bacton User	TD Part IIE 1.2(d)
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Balancing Transaction Charge	TPD D1.4.1(i)
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Base Maximum NTS Transportation Owner Revenue	TPD Y A-I 1.5.1(a)
Base Maximum NTS Transportation Owner Revenue	TD Part IIC 27.2.1
Base Maximum NTS Transportation Owner Revenue	TD Part IIC 27.2.1
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Baseline NTS Exit Capacity and NTS Offtake (Flat) Capacity	TD Part IIC 9.10.2(b)
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bid effective time	EID B5.3.2
Bid Entry Point	TD Part IID 2.8(e)
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Bid Price	TD Part IID 2.8 (b)
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Bid Round	EID B4.1.3(b)
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Bid System Point	TD Part IID 2.8(e)
Bid Window	EID B2.1.5(d)
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Bidding User	TD Part IID 2.1.1
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Bilateral Agreement	TD Part IIC 1.1.6
Billing Day	TPD S1.1.3(b)
Billing Period	TPD S1.1.3(a)
Binary Interconnection System Point	EID B1.7.1(a)
Binary IP ANEP	EID A2.3.1
Binary IP ASEP	EID A2.2.4
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Budget and Charging Methodology	GT D3.1.4(a)(ii)
Bundled Auction	EID B2.1.4(b)
Bundled Firm Interconnection Point Capacity	EID B6.1.1(a)
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Business Day	GT C2.2.1(b)
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Calculated Gas Card Reading	TPD M1.5.2(i)

calendar quarter	TPD B2.1.7(g)
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CAM Code	EID E1.2.1
CAM Effective Date	TD Part V VA1.1(b)
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Capacity Allocation Type	TPD Y A-I 2.2.1
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capacity bid	TPD Annex B-1 1.5(a)
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Capacity Indicator	TPD B1.14.14
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Capacity Management	TPD B2.9.2(a)
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Capacity Neutrality Charges	TPD B2.14.5(b)
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Capacity Revision Application	TD Part IIC Annex 1 G5.1.4
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capacity selection effective time	TPD B2.11.12(b)
capacity selection period	TPD B2.11.10(b)
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Capacity Surrender Charge	TPD B2.12.5
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capacity trade bid price	TD Part IIC 1.1.7(e)(vi)
Capacity transaction	EID B1.5.1
Capacity Transfer	GT D Appendix to Annex D-1 2.2(b)
Capacity Transfer	TPD Annex U-1.2.2(b)
Capacity Transfer Day	GT D Appendix to Annex D-1 2.2(c)
Capacity Transfer Day	TPD Annex U-1.2.2(c)
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Cash Call Limit	TPD X2.4.1
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CDSP Services	GT D1.3.1
CDSP Service Description	GT D3.1.4(a)(i)
CDSP Service Documents	GT D3.1.1(c)
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CET Registered User	TPD V14.1.1(f)
Ceiling Limit	TD Part IIC 1.7.2
Central Data Services Provider	GT D1.2.1(a)
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Class 2	TPD M1.3.1
Class 3	TPD G2.1.1
Class 3	TPD M1.3.1
Class 4	TPD G2.1.1
Class 4	TPD M1.3.1
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Clearing Price	GT C2.3.2(b)
Climate Change Methodology	TD Part IIC 11.5.5
Closed Offtake	OAD A2.2.3
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Closing Margins Adjustment Charge	TPD K4.4.5
CMP LTUIOLI Guidance Document	EID B8.1.2(a)
CNCC Discount	TPD B9.1.1
CNCCD Election	TPD Y A-1 5.1.2(a)
CNCCD Eligibility Criteria	TPD Y A-1 5.1.5
Code	GT B1.4.1
Code Administrator	MR 2.1
Code Communication	GT D5.1.2(e)
Code Contingency	GT D5.9.1(b)
Code Contingency Guidelines Document	GT D5.9.1(c)
Code Credit Limit	TPD V3.2.1(a)
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Code Reference Conditions	EID A1.5.1
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Commercially Interruptible	TPD Q6.1.1(e)
Commitment Period	TPD B3.2.15(a)
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Committee Chairperson	GT D4.2.4
Committee Representatives	GT D4.2.1
Committee Secretary	GT D4.2.5
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DSR Reduced Rate	TPD D7.1.3(o)
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earliest effective time	TPD Annex B-1 3.7(c)
Easington ASEP	TD Part IIC 30.2(c)
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Exercise Effective Time	TPD D7.1.3(p)(ii)
Exercise Price	TPD B2.18.15(d)
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Existing Registered User	TD Part IIC Annex 1 G2.2.3(b)
Existing Supply Point	TPD G4.2.2(a)
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first	OAD F3.1.1

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Interruptible CSEP Proportions	TD Part IIC Annex 1 G6.12.5(b)
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Interruptible Invitation	TPD B8.2.1(b)
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Interruption Start Time	TPD B8.8.1
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interruption transitional period	TD 11C4.1.1(b)
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interruption time	TD Part IIC 11.15.1(a)
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Investigate	TD Part IIC 18.1.1(a)
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invitation date	TD Part IIC 1.1.7(c)(i)
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invitation date	TPD B2.1.7(e)
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Invoice Due Date	TD Part VI 7.1(f)
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Invoice Due Date	TPD S3.1.2
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IP	TPD A1.8.1
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Isolate	TD Part IIC Annex 1 G3.4.1(a)
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Joule	GT C3.2.1
JGAA committee	TD Part IV 1.1
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kilogram	GT C3.2.1
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km	GT C3.2.1
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Larger Supply Point	TPD A4.2.2
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**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART I – GENERAL****1. Introduction**

- 1.1 This is the Transition Document which forms part of the Uniform Network Code.
- 1.2 This Transition Document contains provisions:
- (a) relating to the Transportation Principal Document (and where relevant the General Terms), which provisions are in Part II of this Transition Document;
  - (b) relating to the Offtake Arrangements Document, which provisions are in Part III of this Transition Document;
  - (c) relating to the Modification Rules, which provisions are in Part IV of this Transition Document.
  - (d) relating to the European Interconnection Document, which provisions are in Part V of this Transition Document.

**2. Interpretation and effect**

- 2.1 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 or operated by National Gas Transmission (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 System;
  - (e) **“National Gas Transmission Framework Agreement”**: is the Framework Agreement between National Gas Transmission and Users dated 26 February 1996.

**3. Transitional arrangements in relation to CDSP and DSC**

- 3.1 For the purposes of the Code:
- (a) **“CDSP Modification”** means the Code Modification referred to as Modification 0565;
  - (b) **“CDSP Modification Date”** means the Day following the Day on which the CDSP Modification is approved by the Authority;

- (c) **“CDSP Implementation Date”** means the implementation date of the CDSP Modification.

3.2 The agreed form, as at the CDSP Modification Date, of each of the documents (together comprising the DSC) listed below, is the form of such document submitted to the Authority as an attachment to the Final Modification Report in respect of the CDSP Modification:

- (a) the DSC Agreement;
- (b) the DSC Terms and Conditions;
- (c) the CDSP Service Description;
- (d) the Budget and Charging Methodology;
- (e) the Credit Policy;
- (f) the UK Link Manual;
- (g) the Change Management Procedures;
- (h) the Contract Management Arrangements;
- (i) the Third Party and Additional Services Policy; and
- (j) the Transitional Arrangements Document.

3.3 The Transitional Arrangements Document, so far as it contains provisions which operate to commence or vary (or otherwise operate as transitional provisions in respect of) the provisions of the Code as modified by the CDSP Modification, shall have effect for the purposes of the Code as if it were incorporated in the Transition Document.

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART II – TRANSPORTATION PRINCIPAL DOCUMENT****PART IIA - GENERAL****1. Introduction**

1.1 This Part II contains provisions:

- (a) for the commencement in relation to Relevant Systems of the arrangements provided for in the Transportation Principal Document (and where relevant the General Terms), which provisions are in Part IIB;
- (b) pursuant to which the arrangements provided for in the Transportation Principal Document are modified for certain specified periods, which provisions are in Part IIC;
- (c) making transitional provisions in connection with the implementation of Modifications whereby events and communications which took place under the Code as it stood prior to implementation of the Modification are treated as being valid for purposes of the Code following such implementation, which provisions are in Parts IIC or IIG.
- (d) for a Contingency Balancing Arrangement as provided for in the Transportation Principal Document, which provisions are in Part IID.

1.2 For the purposes of this Part II:

- (a) "**relating to a Relevant System**" means relating to or applicable in relation to that System, or any System Point, or the conveyance of gas in or delivery or offtake of gas to or from that Relevant System, and 'relate to a Relevant System' shall be construed accordingly;
- (b) a reference to a 'parameter' includes any quantity, term, designation, feature, characteristic, condition, specification, registration or other matter provided for in the Code; and a reference to a parameter 'value' is to the value, amount, description, quality or other state (as appropriate) of any such parameter.

**2. National Gas Transmission**

2.1 For the avoidance of doubt, National Gas Transmission's Network Code (as modified with effect from the First Day 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 Gas Transmission's Network Code.

2.2 With effect from the First Day, National Gas Transmission and Users hereby release each other from all rights, obligations and liabilities under National Gas Transmission's Network Code, the National Gas Transmission 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 Gas Transmission'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 amounts relating to a Relevant System which are payable by a User or National Gas Transmission pursuant to National Gas Transmission’s Network Code by way of a Transportation Charge, or otherwise pursuant to any provision of National Gas Transmission’s Network Code which provides for an amount to be payable (but for the avoidance of doubt not including Energy Balancing Charges) and in respect of which an invoice for such amount has been issued by National Gas Transmission on or before the Last Day.
- 4.2 Invoiced Transportation Charges shall continue to be payable by or to National Gas Transmission under National Gas Transmission'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 Gas Transmission's Network Code between National Gas Transmission and the relevant User.

#### **5. Code Credit Limits**

- 5.1 In respect of TPD Section V3 in the period up to (and including) the relevant date (as referred to in paragraph 5.3 of Part IIB) for the purposes of National Gas Transmission’s Network Code a reference to the Transporter shall be construed as reference to National Gas Transmission and the New Transporter (as if a single Transporter).

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT**

**Part IIB – New Transporter**

**1 Introduction**

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

**2 New Transporter's Network Code**

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

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

**3 Values and parameters**

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

<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 Nominations and Renominations
TPD Section G: Supply Points	Registered Users and Registered Supply Points



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

**4 Code Communications**

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

**5 Invoices**

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

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

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

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

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

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

## **6 Accrued rights, obligations and liabilities**

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

## **7 Ancillary Agreements and NEAs/NExA**

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

## **8 Publications and procedures etc**

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

## **9 Disputes**

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

## **10 External UK Link Users**

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

## **11 User Agents**

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

## **12 Credit arrangements**

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

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

**13 UNCC sub-committees**

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

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IIC – TRANSITIONAL RULES****1. UNIFORM NETWORK CODE**

## TPD Section B: System Use and Capacity

## 1.1.1 TPD Section B2.1.5 and Section B2.1.6

- (a) In respect of any invitation for Quarterly NTS Entry Capacity issued prior to 31 March 2007, then the Unsold NTS Entry Capacity which National Gas Transmission shall be required to offer in such invitation shall be determined as follows:

In respect of an Aggregate System Entry Point and in relation to a Day in a calendar month in a Formula Year, "**Unsold NTS Entry Capacity**" is the amount of Firm NTS Entry Capacity that National Gas Transmission has, in relation to each Day in a calendar quarter, an obligation to make available (in accordance with the procedures set out in UNC TPD Section B2) to Users pursuant to paragraph 14(5)(f) of Part 2 of Special Condition 2.1 of National Gas Transmission's Transporter's Licence as, in the case of Quarterly NTS Entry Capacity to be made available under UNC TPD Section B2.2, set out in National Gas Transmission's Transportation Statement; provided that where the Authority has so consented in writing:

- (i) such Unsold NTS Entry Capacity shall not include any NTS Entry Capacity which National Gas Transmission assesses it may be unable to physically deliver for any reason if such NTS Entry Capacity were to be allocated at a given Aggregate System Entry Point, including for example, due to the length of time required to obtain consents or construction challenges; and
- (ii) such Unsold NTS Entry Capacity for a particular Aggregate System Entry Point shall be zero where National Gas Transmission assesses there is an expectation that National Gas Transmission would be required to accept daily capacity offers pursuant to UNC TPD Section B2.11 in respect of previously allocated NTS Entry Capacity at that Aggregate System Entry Point;

and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.5 shall not apply for the purposes of UNC TPD Section B2.2 in relation to any invitations for Quarterly NTS Entry Capacity issued prior to 31 March 2007.

- (b) In respect of any allocations of Quarterly NTS Entry Capacity pursuant to an invitation issued prior to 31 March 2007, then, for the purposes of the application of UNC TPD Section B2.7, the amount of Unsold NTS Entry Capacity in existence at a particular time will, unless expressly stated otherwise, be calculated by reference to a continuing obligation to make available Firm NTS Entry Capacity through the application of paragraph 14(5) of Part 2 of Special Condition 2.1 of National Gas Transmission's Transporter's Licence prior to the time at which the amount of Unsold NTS Entry Capacity is to be ascertained; provided that where the Authority has so consented in writing:
- (i) the amount of Unsold NTS Entry Capacity in existence at a particular time

shall not include any NTS Entry Capacity which National Gas Transmission assesses it may be unable to physically deliver for any reason if such NTS Entry Capacity were to be allocated at a given Aggregate System Entry Point, including for example, due to the length of time required to obtain consents or construction challenges; and

- (ii) the amount of Unsold NTS Entry Capacity in existence at a particular time for a particular Aggregate System Entry Point shall be zero where National Gas Transmission assesses there is an expectation that National Gas Transmission would be required to accept daily capacity offers pursuant to UNC TPD Section B2.11 in respect of previously allocated NTS Entry Capacity at that Aggregate System Entry Point;

and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.6 shall not apply in such circumstances.

- (c) Where (by virtue of the provisions of paragraph 1.1.1(a) or 1.1.1(b) above) the Unsold NTS Entry Capacity for a particular Aggregate System Entry Point is zero for a particular calendar quarter, then the Unsold NTS Entry Capacity for the purposes of paragraphs 2.2 (in relation to Monthly NTS Entry Capacity only), 2.3 or 2.5 of UNC TPD Section B shall also be deemed to be zero for each calendar month or Day within such calendar quarter, and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.5 shall not apply for the purposes of UNC TPD Section B2.2 (in relation to Monthly NTS Entry Capacity only), 2.3 or 2.5 in such circumstances.

#### 1.1.2 TPD Section B2.2.1

- (a) Notwithstanding TPD Section B2.2.1(d) (which requires that National Gas Transmission will invite, and Users may make, applications for Quarterly NTS System Entry Capacity during the month of September in each Capacity Year), for the Capacity Year commencing on 1 April 2005 National Gas Transmission will invite, and Users may make, applications for Quarterly NTS Entry Capacity in respect of each Aggregate System Entry Point for the periods specified in TPD Section B2.2.2(b) no earlier than 1 September 2005 and no later than 30 November 2005.
- (b) Notwithstanding TPD Section B2.2.1(b) (which requires that National Gas Transmission will invite, and Users may make, applications for Monthly NTS Entry Capacity during the month of February in each Capacity Year), National Gas Transmission will not be required to invite applications pursuant to TPD Section B2.2.1(b) in the Capacity Year commencing on 1 April 2006 for Monthly NTS Entry Capacity in respect of each Aggregate System Entry Point for the periods specified in TPD Section B2.2.2(a). Instead, the provisions of paragraph (c) below shall apply.
- (c) National Gas Transmission will invite, and Users may make, applications for Monthly NTS Entry Capacity in respect of each Aggregate System Entry Point for the Relevant Capacity Period. Such invitation shall be issued by National Gas Transmission no later than 2 Business Days of the Authority next directing changes (after the date of implementation of the Modification giving effect to this paragraph) to the Transporter's Licence of National Gas Transmission pursuant to Section 23 of the Gas Act in relation to the contents of Schedule A of the Transporter's Licence of National Gas Transmission. Applications pursuant to such invitation may be made on the date(s) specified in the invitation, the first such date being no earlier than the later of:
  - (i) 1 April 2007; and

- (ii) 28 days after the date on which the invitation is issued by National Gas Transmission pursuant to this paragraph (c);

and shall be as soon as possible after the dates specified above.

References to TPD Section B2.2.1(b) in TPD Section B shall (where paragraph (b) above applies) be deemed to be references to this paragraph (c). References to the period in TPD Section B2.2.2(a) in TPD Section B shall (where paragraph (b) above applies) be deemed to be references to the Relevant Capacity Period.

For the avoidance of doubt, National Gas Transmission shall be required to issue one invitation only pursuant to this paragraph (c), and nothing in this paragraph (c) shall affect National Gas Transmission's obligations pursuant to TPD Section B2.2.1(b) for the Capacity Year commencing on 1 April 2007 (or any subsequent Capacity Year).

- (d) For the purposes of paragraph (c), the **“Relevant Capacity Period”** means:
  - (i) where the final date on which applications may be made pursuant to paragraph (c) is more than 1 Business Day before the end of the month M, the period from M+1 to March 2009 (where “M” is the month in which the first date on which applications may be made pursuant to paragraph (c) falls); and
  - (ii) where the final date on which applications may be made pursuant to paragraph (c) is not more than 1 Business Day before the end of the month M, the period from M+2 to March 2009 (where “M” is the month in which the first date on which applications may be made pursuant to paragraph (c) falls).

#### 1.1.3 TPD Section B6.3.2(b)

A DNO User may apply for an amount of NTS Offtake Capacity at an NTS/LDZ Offtake in relation to the relevant Gas Year ending 30 September 2009 by submitting an application to National Gas Transmission no later than 6 February 2006 subject to and in accordance with TPD Section B6.

#### 1.1.4 TPD Section B6.3.6

In the case of an application under paragraph 1.1.2, National Gas Transmission will notify the DNO User by no later than 6 March 2006 whether such application has been accepted in whole or in part, or rejected, specifying (where the application is accepted in part ) the amount of NTS (Flat) Capacity and /or NTS Offtake (Flexibility) Capacity for which the application is accepted.

#### 1.1.5 TPD Section B6.2.1

National Gas Transmission will issue to each of the DNO Users not later than 6 March 2006 a revised Offtake Capacity Statement specifying the amount of NTS Offtake (Flat) Capacity, NTS (Flexibility) Capacity and Assured Offtake Pressures for each of the DNO Users for each of the Gas Years up to and including the Gas Year ending 30 September 2009 in relation to each NTS/LDZ Offtake.

#### 1.1.6 TPD Section B

Notwithstanding the provisions of Section B1.2.8, the provisions of TPD Section B2 shall not apply to any LDZ System Entry Point (a **“New LDZ System Entry Point”**) that is not listed in Table A2 of Schedule A to the National Gas Transmission's Transporter's Licence. In respect of any New LDZ System Entry Point, the type and quantity of entry capacity that will



be offered, the method by which such capacity will be offered and subsequently allocated, and the rules relating to the use of that capacity will be set out in a separate agreement (a "**Bilateral Agreement**") between the relevant Transporter and the operator of the Delivery Facility connected to the System at the New LDZ System Entry Point. The relevant Transporter may make it a condition of any User being allocated or holding capacity at a New LDZ System Entry Point that such User enter into or accede to an Ancillary Agreement setting out the terms of the use of the relevant System for the purposes of delivering gas at the New LDZ System Entry Point.

Any references in the Code to Section B2 shall, for the purposes of a New LDZ System Entry Point, be deemed to be references to this paragraph 1.1.6, the provisions of the relevant Bilateral Agreement and/or the relevant Ancillary Agreement as the case may be.

For the purposes of the Code, the Available Firm NTS Entry Capacity in respect of a New LDZ System Entry Point shall be zero (0).

The provisions of this paragraph 1.1.6 shall cease to apply at 06:00 hours on 1 October 2007.

#### 1.1.7 TPD Section B2.2

(a) For the purposes of this paragraph 1.1.7:

- (i) in respect of an Available Month and an ASEP Zone the "**Available Monthly Capacity**" is an amount (where such amount is positive) of Monthly NTS Entry Capacity equal to:

$$(A - B) + C$$

where:

- A is the zonal allocation maximum for the ASEP Zone and the Available Month;
- B is the aggregate amount of Firm NTS Entry Capacity held by Users at Aggregate System Entry Points in the ASEP Zone for the Available Month (prior to the application of this paragraph 1.1.7);
- C is the aggregate amount of Monthly NTS Entry Capacity which Users are willing to surrender at Aggregate System Entry Points in the ASEP Zone for the Available Month (pursuant to a notice under paragraph (b)(iv));
- (ii) the "**effective date**" is the date on which the Modification giving effect to this paragraph 1.1.7 first has effect;
- (iii) in each case following the allocation of Monthly NTS Entry Capacity pursuant to the annual invitation for Monthly NTS Entry Capacity held in May 2007 in accordance with TPD Section B2.2:
- (1) "**Available Month**" is a month, in the period November 2007 to March 2008 (the "**relevant period**") in respect of which there is no Unsold NTS Entry Capacity at an Aggregate System Entry Point in an amount equal to or greater than 100,000 kWh/Day, unless allocations for the Available Month would not be completed and published prior to the rolling monthly invitation date for a Rolling Monthly NTS Entry Capacity Auction relating to such month;

- (2) "**Recipient ASEP**" is, in respect of an Available Month, an Aggregate System Entry Point where the NTS SO Baseline Entry Capacity for a day in such month is greater than zero and the Unsold NTS Entry Capacity is less than 100,000 kWh/Day;
- (3) "**Non-Recipient ASEP**" is, in respect of an Available Month, an Aggregate System Entry Point which is not a Recipient ASEP but is an ASEP within a Relevant ASEP Zone or a related ASEP Zone;
- (iv) the "**nodal allocation maximum**" in respect of an Aggregate System Entry Point, and the "**zonal allocation maximum**" in respect of all the Aggregate System Entry Points in the same ASEP Zone, is in each case an amount of NTS Entry Capacity determined by National Gas Transmission for the purposes of this paragraph 1.1.7 in accordance with the NTS Entry Capacity Transfer and Trade Methodology Statement;
- (v) the "**NTS Entry Capacity Transfer and Trade Methodology Statement**" is the NTS Entry Capacity Transfer and Trade methodology statement prepared and published by National Gas Transmission in accordance with Special Condition 3.13 of National Gas Transmission's Transporter's Licence;
- (vi) an "**ASEP Zone**" is in respect of an Aggregate System Entry Point, the zone in which the Aggregate System Entry Point is located, as more particularly described in National Gas Transmission's Gas Transportation Ten Year Statement and a "**Relevant**" ASEP Zone is an ASEP Zone in which a Recipient ASEP is located;
- (vii) the "**ASEP merit order**" is the sequence in which National Gas Transmission will consider and give effect to a reduction in the Unsold NTS Entry Capacity or the surrender of Monthly NTS Entry Capacity at Aggregate System Entry Points for the purposes of paragraphs (j)(iii)(1)(cc) and (l)(iii)(4) as set out in the NTS Entry Capacity Transfer and Trade Methodology Statement;
- (viii) the "**inter-zone exchange rate(s)**" are the rate(s), in respect of different pairs of ASEP Zones (as set out in the NTS Entry Capacity Transfer and Trade Methodology Statement, each such paired ASEP Zone a "**related**" ASEP Zone in respect of the other ASEP Zone), used by National Gas Transmission to determine in respect of a relevant capacity trade bid:
- (1) the amount of Monthly NTS Entry Capacity which a User is treated as applying for; and
- (2) the translated bid price in respect of which the bid is made
- in each case for the purposes of paragraph (l)(ii) and accordingly the amount by which the Unsold NTS Entry Capacity will be reduced or the amount of surrendered Monthly NTS Entry Capacity surrendered at an Aggregate System Entry Point for the purposes of paragraph (l)(iii)(2) and (3) as set out in the NTS Entry Capacity Transfer and Trade Methodology Statement; and
- (ix) "**relevant bids**" comprise capacity trade bids in respect of a Non-Recipient ASEP located in an ASEP Zone in respect of which no allocation was undertaken in accordance with paragraph (j) or translated capacity trade bids created in accordance with paragraph (m).
- (b) By not later than:

- (i) ten (10) Business Days following the effective date National Gas Transmission will notify Users of:
    - (1) each month in the relevant period which is an Available Month; and
    - (2) the Recipient ASEPs for each Available Month.
  - (ii) twelve (12) Business Days following the effective date a User may (acting in good faith) notify National Gas Transmission of:
    - (1) an Available Month(s); and
    - (2) a Recipient ASEP(s)in respect of which the User proposes to submit a capacity trade bid under paragraph (d);
  - (iii) fourteen (14) Business Days following the effective date National Gas Transmission will notify Users of, in respect of each Available Month and Recipient ASEP in respect of which a User submitted a notice under paragraph (ii):
    - (1) the nodal allocation maximum for the Recipient ASEP;
    - (2) for each ASEP Zone in which there is a Recipient ASEP:
      - (aa) the zonal allocation maximum;
      - (bb) the ASEP merit order(s)
    - (3) the inter-zone exchange rate(s) between the ASEP Zone in which the Recipient ASEP is located and each other related ASEP Zone; and
    - (4) the amount of Unsold NTS Entry Capacity at each Non-Recipient ASEP;
  - (iv) sixteen (16) Business Days following the effective date a User ("**Surrender User**") may notify National Gas Transmission of the maximum amount of Monthly NTS Entry Capacity at an Aggregate System Entry Point ("**Surrender ASEP**") which the User is willing to surrender for an Available Month for the purposes of this paragraph 1.1.7 ("**Surrender Amount**");
  - (v) twenty-one (21) Business Days following the effective date National Gas Transmission will invite Users to make applications for Monthly NTS Entry Capacity in respect of each Recipient ASEP and each Non-Recipient ASEP located in the same ASEP Zone or in another related ASEP Zone (together the "**Relevant ASEPs**") for any month in the relevant period where it is an Available Month.
- (c) National Gas Transmission's invitation under paragraph (b)(v) will specify:
- (i) the date(s) (each being a Business Day) on which an application for Monthly NTS Entry Capacity at Relevant ASEP's can be made, which for the purposes of paragraph (b)(v) shall be two dates, the first of which shall not be later than 2 Business Days after National Gas Transmission has issued such an invitation, the second of which shall be no more than ten (10) Business Days

after the first date on which applications for Monthly NTS Entry Capacity can be made (each an "**invitation date**"):

- (ii) for each Available Month:
  - (1) the Relevant ASEPs;
  - (2) the nodal allocation maximum for each Recipient ASEP;
  - (3) the Available Monthly Capacity for each ASEP Zone;
  - (4) the inter-zone exchange rate(s) between the ASEP Zone in which the Recipient ASEP is located and each other related ASEP Zone;
  - (5) the aggregate amount of Monthly NTS Entry Capacity which Users are willing to surrender at a Relevant ASEP (pursuant to notices given in accordance with paragraph (b)(iv));
  - (6) the amount of Unsold NTS Entry Capacity at each Non-Recipient ASEP which is a Relevant ASEP;
  - (7) the ASEP merit order for each Relevant ASEP Zone and related ASEP Zone; and
  - (8) the applicable reserve price
- (d) Users may apply for Monthly NTS Entry Capacity at a Relevant ASEP for fifty percent (50%) of the Available Monthly Capacity for any Available Month on the first invitation date notified pursuant to paragraph (c)(i) and for the remaining Available Monthly Capacity for such Available Month on the second invitation date notified pursuant to paragraph (c)(i).
- (e) An application (a "**capacity trade bid**") for Monthly NTS Entry Capacity at a Relevant ASEP for an Available Month shall specify:
  - (i) the identity of the User;
  - (ii) the Relevant ASEP;
  - (iii) the Available Month;
  - (iv) the amount of Monthly NTS Entry Capacity (not less than the minimum eligible amount) applied for (in kWh/Day);
  - (v) the minimum amount (not less than the minimum eligible amount) of Monthly NTS Entry Capacity which the User is willing to be allocated for the purposes of paragraphs (j) and (l)); and
  - (vi) the price (the "**capacity trade bid price**") which shall not be less than the reserve price at the Relevant ASEP.
- (f) A User may have at any one time up to but no more than three (3) capacity trade bids in respect of a Relevant ASEP and Available Month.
- (g) A capacity trade bid:

- (i) may not be submitted before 08:00 hours or after 17:00 hours on an invitation date;
  - (ii) may be withdrawn or amended after 08:00 hours and until 17:00 hours on an invitation date.
- (h) National Gas Transmission may reject a capacity trade bid submitted on the capacity trade invitation date:
- (i) where the requirements of paragraphs (e) and (f) are not complied with and National Gas Transmission may reject a capacity trade bid;
  - (ii) where National Gas Transmission has given a notice under TPD Section B2.2.14 or 2.2.16 and the User has not provided the required surety or security within (10) Business Days of such notice; or
  - (iii) in accordance with TPD Section V3.
- (i) Following the submission of capacity trade bids Monthly NTS Entry Capacity will be allocated for each Available Month in accordance with paragraph (j) and (l) for which purposes the "**relevant**" Available Monthly Capacity shall be:
- (i) for any Available Month, following submission of capacity trade bids on:
    - (1) the first invitation date, fifty percent (50%) of the Available Monthly Capacity for the Available Month;
    - (2) the second invitation date, the remaining Available Monthly Capacity.
- (j) For each Available Month, Monthly NTS Entry Capacity in respect of the Aggregate System Entry Points in a Relevant ASEP Zone will be allocated pursuant to capacity trade bids submitted in respect of the Available Month and Relevant ASEP Zone as follows:
- (i) all capacity trade bids in respect of an Available Month (excluding any rejected in accordance with paragraph (h)) will be ranked in order of capacity trade bid price (the highest ranking first);
  - (ii) Monthly NTS Entry Capacity for the Available Month will be allocated to capacity trade bids with the highest capacity trade bid price first until such time as all the capacity bids are satisfied or:
    - (1) in the case of all Aggregate System Entry Points in the ASEP Zone, the amount of Monthly NTS Entry Capacity allocated is equal to relevant Available Monthly Capacity;
    - (2) in the case of a particular Recipient ASEP, the aggregate amount of Users Registered NTS Entry Capacity allocated (pursuant to TPD Section B2.2 and this paragraph 1.1.7) is equal to the nodal allocation maximum;
    - (3) in the case of a Non-Recipient ASEP, the amount of Monthly NTS Entry Capacity allocated (pursuant to TPD Section B2.2 and this paragraph 1.1.7) is equal to the Unsold NTS Entry Capacity at the Non-Recipient ASEP (which for the purposes of this paragraph (3)

shall be treated as including any Surrender Amounts in respect of the Non-Recipient ASEP)

in which case no further capacity trade bids in respect of any Relevant ASEP will be considered for the purposes of this paragraph (j) and no further capacity trade bids in respect of a Non-Recipient ASEP will be considered for the purposes of paragraph (l);

(iii) for the purposes of paragraph (ii), where an allocation of Monthly NTS Entry Capacity is made following acceptance of a capacity trade bid:

(1) at a Recipient ASEP:

(aa) the amount of remaining Unsold NTS Entry Capacity at an Aggregate System Entry Point in the same ASEP Zone will be reduced by the remaining capacity trade bid amount or by the amount equal to the remaining Unsold NTS Entry Capacity;

(bb) subject to paragraph (aa), the Monthly NTS Entry Capacity held by a Surrender User at a Surrender ASEP in the same ASEP Zone will be reduced by the remaining capacity trade bid amount or by the amount equal to the remaining aggregate Surrender Amount;

(cc) for the purposes of paragraphs (aa) and (bb):

National Gas Transmission will first effect a reduction in the remaining Unsold NTS Entry Capacity and second accept a surrender of Monthly NTS Entry Capacity;

National Gas Transmission will give effect to the reduction or surrender at Aggregate System Entry Points in the sequence set out in the ASEP merit order;

where there is more than one Surrender User at a Surrender ASEP the amount of Monthly NTS Entry Capacity treated as surrendered by the Surrender User shall be calculated pro rata to the Surrender Amounts;

(2) at a Non-Recipient ASEP;

(aa) the Unsold NTS Entry Capacity at the Non-Recipient ASEP will be reduced by an equal amount or an amount equal to the remaining unsold amount;

(bb) subject to paragraph (aa), the Monthly NTS Entry Capacity held by a Surrender User at the Non-Recipient ASEP will be reduced by the remaining capacity trade bid amount or by the amount equal to the remaining aggregate Surrender Amount;

(iv) subject to paragraphs (v), (vi) and (vii), where the amount of Monthly NTS Exit Capacity applied for under a capacity trade bid exceeds the amount of:

(1) in the case of a Recipient ASEP, the lesser of the remaining relevant Available Monthly Capacity or remaining nodal allocation maximum;

- (2) in the case of a Non-Recipient ASEP, the lesser of the remaining Available Monthly Capacity, the remaining amount of Unsold NTS Entry Capacity (which for the purposes of this paragraph (2) shall be treated as including any Surrender Amounts in respect of the Non-Recipient ASEP)

the “**remaining unallocated transfer amount**” the User will be allocated such an amount;

- (v) where the amount to be allocated in respect of a capacity trade bid pursuant to paragraphs (ii) and (iv) would be less than the minimum amount specified in the capacity trade bid, the capacity trade bid will (without prejudice to paragraph (l)) be disregarded for the purposes of this paragraph (j) and an allocation made in respect of the next ranked bid;
- (vi) where the amount to be allocated in respect of any capacity trade bid would be less than the minimum eligible amount, no allocation shall be made to that bid (and no further allocation shall be made in respect of this paragraph j, without prejudice to paragraph (l)); and
- (vii) where each of two or more capacity trade bids specify the same capacity trade bid price, National Gas Transmission shall, for the purposes of this paragraph (j), consider each such capacity trade bid in the sequence the capacity trade bids were received by National Gas Transmission (the earlier received capacity trade bid being considered first).
- (k) Where following the application of paragraph (j) in respect of a Recipient ASEP and an Available Month:
- (i) a User submitted a capacity trade bid in respect of the Recipient ASEP in respect of which
- (1) no allocation was made under paragraph (j) or
- (2) a partial allocation was made in accordance with paragraph (j) in respect of a capacity trade bid (such capacity trade bid shall still be considered for the purposes of an allocation in accordance with paragraph (l) for a bid quantity equal to the amount remaining unallocated following the partial allocation and with a minimum quantity of zero)

In each case a “**relevant capacity trade bid**”;

- (ii) the aggregate amount of Monthly NTS Entry Capacity held by Users (pursuant to TPD Section B2.2 and paragraph (j)) is less than the nodal allocation maximum for the Recipient ASEP; and
- (iii) there remains Available Monthly Capacity for a Relevant ASEP Zone or a related ASEP Zone.

paragraph (l) shall apply.

- (l) Where this paragraph (l) applies, Monthly NTS Entry Capacity in respect of Recipient ASEPs, and Non-Recipient ASEPs, will be allocated pursuant to relevant bids as follows:

- (i) subject to paragraph (m), all relevant bids in respect of an Available Month (excluding any rejected in accordance with paragraph (h)) will be ranked in order of the capacity bid price (for Recipient ASEPs this shall equal the translated capacity trade bid price) the highest ranking first;
- (ii) Monthly NTS Entry Capacity for the Available Month will be allocated in respect of relevant bids with the highest translated capacity trade bid price or capacity trade bid price first until such time as all relevant bids are satisfied or:
  - (1) in the case of all Relevant ASEPs in an ASEP Zone the amount of Monthly NTS Entry Capacity allocated is equal to the remaining relevant Available Monthly Capacity for all related ASEP Zone(s);
  - (2) in the case of a Recipient ASEP the aggregate amount of Users Registered NTS Entry Capacity at the Aggregate System Entry Point is equal to nodal allocation maximum;
  - (3) in the case of a Non-Recipient ASEP the aggregate amount of Users Registered NTS Entry Capacity at the Aggregate System Entry Point is equal to the Unsold NTS Entry Capacity at the Non-Recipient ASEP (which for the purposes of this paragraph (3) shall be treated as including any Surrender Amounts in respect of the Non-Recipient ASEP)

(in which case no further relevant capacity trade bids in respect of the Relevant ASEP(s) will be considered for the purposes of this paragraph (1));
- (iii) for the purposes of paragraph (ii), where an allocation of Monthly NTS Entry Capacity is made at a Recipient ASEP following acceptance of a translated capacity trade bid within a related ASEP Zone:
  - (1) the amount of Monthly NTS Entry Capacity allocated at a Recipient ASEP will be an amount equal to the amount determined by reference to the inter-zone exchange rate(s) (the allocated translated capacity trade bid quantity multiplied by the applicable inter-zone exchange rate(s));
  - (2) the amount of Unsold NTS Entry Capacity held at Aggregate System Entry Points in the related ASEP Zone, in respect of the translated capacity trade bid that was accepted will be reduced by the remaining translated capacity trade bid amount or by the amount equal to the amount in respect of which the translated capacity trade bid was accepted up to an amount equal to the Unsold NTS Entry Capacity;
  - (3) subject to paragraph (2), the Monthly NTS Entry Capacity held by a Surrender User at a Surrender ASEP in the related ASEP Zone will be reduced the remaining translated capacity trade bid amount that was accepted up to an amount equal to the remaining aggregate Surrender Amount;
  - (4) for the purposes of paragraphs (1) and (2):
    - (aa) National Gas Transmission will first effect a reduction in the remaining Unsold NTS Entry Capacity and second accept a surrender of Monthly NTS Entry Capacity;



- (bb) National Gas Transmission will give effect to the reduction or surrender at Aggregate System Entry Points in the sequence set out in the ASEP merit order;
- (cc) where there is more than one Surrender User at a Surrender ASEP the amount of Monthly NTS Entry Capacity treated as surrendered by the Surrender User shall be calculated pro rata to the Surrender Amounts;
- (iv) for the purposes of paragraph (ii), where an allocation of Monthly NTS Entry Capacity is made at a Non-Recipient ASEP
  - (1) the amount of Unsold NTS Entry Capacity held at the Non-Recipient ASEP will be reduced by an equal amount; and
  - (2) subject to paragraph (1), the Monthly NTS Entry Capacity held by a Surrender User at the Non-Recipient ASEP will be reduced by the remaining capacity trade bid amount or by the amount equal to the remaining aggregate Surrender Amount;
- (v) paragraphs (j)(iv), (v), (vi) and (vii) shall apply.
- (m) For the purposes of paragraph (l) and in respect of a relevant capacity trade bid National Gas Transmission will by applying inter-zonal exchange rate(s) create a “**translated capacity trade bid**” in respect of each Non-Recipient ASEP in a related ASEP Zone (for which purposes all translated capacity trade bids in respect of a particular relevant capacity trade bid are a “**translated bid set**” and all translated capacity trade bids in respect of a particular related ASEP Zone are a “**translated ASEP Zone bid set**”) and:
  - (i) the bid quantity for a translated capacity trade bid shall be determined by multiplying the bid quantity in respect of which the relevant capacity trade bid was made or is remaining by the applicable inter-zone exchange rate(s) applying between the ASEP Zone in which the Recipient ASEP is located and the ASEP Zone in which the Non-Recipient ASEP is located;
  - (ii) the bid price for a translated capacity trade bid shall also be determined by dividing the bid price in respect of which the relevant capacity trade bid was made by the applicable inter-zone exchange rate(s) applying between the ASEP Zone in which the Recipient ASEP is located and the ASEP Zone in which the Non-Recipient ASEP is located;
  - (iii) where:
    - (1) a translated capacity trade bid is accepted such that the bid amount under the corresponding relevant capacity trade bid is allocated in full all other translated capacity trade bids in the prevailing translated bid set shall be disregarded (and have no further effect);
    - (2) a translated capacity trade bid is accepted such that the bid amount under the corresponding relevant capacity trade bid is not allocated in full all translated capacity trade bids in the prevailing translated bid set shall be disregarded (and have no further effect) and a new translated bid set shall be calculated on the basis of the remaining unallocated amount in respect of which the corresponding relevant capacity trade bid was made;

- (3) a translated capacity trade bid or a capacity trade bid at a Non-Recipient ASEP is accepted such that:
- (aa) there is a reduction in the remaining Unsold NTS Entry Capacity or Surrender Amounts at the Non-Recipient ASEP; and
  - (bb) the applicable inter-zone exchange rate(s) would give rise to a new bid quantity and bid price (in accordance with paragraphs (i) and (ii)) for translated capacity trade bids which have not been accepted

all translated capacity trade bids in the prevailing translated ASEP Zone bid set shall be disregarded (and have no further effect) and a new translated ASEP Zone bid set shall be calculated on the basis of the Unsold NTS Entry Capacity and remaining Surrender Amounts at the Non-Recipient ASEP

for which purposes the "**prevailing**" translated bid set or translated ASEP Zone bid set shall be the translated bid set or translated ASEP Zone bid set last calculated in accordance with this paragraph (m);

- (iv) where a relevant capacity trade bid is accepted the corresponding translated capacity trade bid in the prevailing translated bid set treated as made in accordance with this paragraph (m) shall also be treated as accepted for which purposes:
  - (1) no actual allocation of Monthly NTS Entry Capacity at the relevant Non-Recipient ASEP will be made (such that no User is treated as holding the Monthly NTS Entry Capacity at the Non-Recipient ASEP by reason of the acceptance of the translated capacity trade bid); and
  - (2) the amount of remaining Unsold NTS Entry Capacity at the Non-Recipient ASEP shall for the purposes of the application of paragraph (l) be reduced by an amount equal to the amount in respect of which the translated capacity trade bid was made (and National Gas Transmission shall be under no further obligation under TPD Section B2 or this paragraph 1.1.7 to make such Monthly NTS Entry Capacity available to Users).
- (n) Where Monthly NTS Entry Capacity is surrendered at an Aggregate System Entry Point for an Available Month by a Surrender User in accordance with this paragraph 1.1.7 for the purposes of TPD Section B2 and TPD Section I the Surrender User's Available Firm NTS Entry Capacity for each day in the relevant month shall be reduced by an amount equal to the amount surrendered under paragraphs (j)(iii)(1)(bb), (j)(iii)(2)(bb), (l)(iii)(3) and (l)(iv)(2).
- (o) Where a capacity trade bid is accepted under paragraph (j) or (l) the User agrees to pay NTS Entry Capacity Charges equal to the capacity trade bid price in respect of the Monthly NTS Entry Capacity allocated in respect of the capacity trade bid in accordance with this paragraph 1.1.7.
- (p) Where the amount of Monthly NTS Entry Capacity held by a Surrender User is reduced at a Surrender ASEP in accordance with paragraph (j)(iii)(1)(bb), (j)(iii)(2)(bb), (l)(iii)(3) or (l)(iv)(2) National Gas Transmission shall pay to the Surrender User an amount equal to:

D \* E

where:

D is the amount by which the Surrender User's Monthly NTS Entry Capacity was reduced;

E is the weighted average of the bid price for allocated translated capacity trade bids in respect of which a reduction of Monthly NTS Entry Capacity at the Surrender ASEP was made in accordance with paragraph (j)(iii)(1)(bb), (j)(iii)(2)(bb), (l)(iii)(3) or (l)(iv)(bb).

(q) By not later than fifteen (15) Business Days following the invitation date National Gas Transmission will notify, in respect of each Aggregate System Entry Point and each Available Month, each User which submitted a notice under paragraph (b)(iv) or a capacity trade bid of the amount of Monthly NTS Entry Capacity surrendered or allocated in accordance with this paragraph 1.1.7.

(r) By not later than:

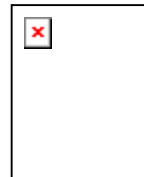
(i) seven (7) Business Days following each invitation date in respect of an Available Month National Gas Transmission shall notify Users of their allocations and surrender allocations;

(ii) nine (9) Business Days following each invitation date in respect of an Available Month;

National Gas Transmission will notify, in respect of each Aggregate System Entry Point and each Available Month, notify Users of:

(1) the highest and lowest capacity trade bid price;

(2) the weighted average price of successful capacity trade bids, calculated as follows:



where:

n is the number of successful capacity trade bids;

P is the capacity trade bid price for each successful capacity trade bid;

Q is the amount of Monthly NTS Entry Capacity allocated pursuant to each successful capacity trade bid;

(3) the aggregate amount of Monthly NTS Entry Capacity allocated pursuant to this paragraph 1.1.7;

(4) the aggregate amount of NTS Entry Capacity allocated pursuant to TPD Section B2.2 and this paragraph 1.1.7; and

- (5) the number of Users who submitted successful capacity trade bids and the number of Users who submitted unsuccessful capacity trade bids.

#### 1.1.8 TPD Section B2.3

National Gas Transmission will invite applications (and Users may make applications) for Monthly NTS Entry Capacity in accordance with the provisions of TPD Section B2.3 which applied immediately prior to the implementation of the Modification which gave effect to this paragraph 1.1.8 ("**old B2.3**") for each calendar month prior to the relevant month in respect of which National Gas Transmission first issues a rolling monthly surrender invitation and rolling monthly invitation; and:

- (a) National Gas Transmission may in the same calendar month issue an invitation pursuant to old B2.3 and (in respect of a different calendar month) TPD Section B2.3.3 and B2.3.10;
- (b) the first invitations to be issued by National Gas Transmission pursuant to TPD Section B2.3.3 and B2.3.10 may be issued earlier than the month preceding the month to which the invitations relate.

#### 1.1.9 TPD Section B3.3: NTS Exit ARCAs and Demonstration Dates

- (a) This paragraph 1.1.9 shall apply from the date on which the Modification giving effect to this paragraph 1.1.9 first has effect.
- (b) National Gas Transmission may have, prior to the date specified in paragraph (a), entered into NTS Exit ARCAs.
- (c) For the purposes of the Code an "**NTS Exit ARCA**" is an agreement with a person who is not a User (the "**Reservation Party**"), under which the Reservation Party is entitled to nominate any User to be registered with effect from such date as is specified in the NTS Exit ARCA, as holding an amount of Enduring Annual NTS Exit (Flat) Capacity (the "**Reserved Capacity**") in respect of an NTS Exit Point.
- (d) Where National Gas Transmission has entered into an NTS Exit ARCA:
  - (i) the amount of Reserved Capacity shall be treated (for the purposes of determining the Remaining Available NTS Exit (Flat) Capacity) as if it were registered as held by a User;
  - (ii) National Gas Transmission will not be required to make Reserved Capacity available to Users in accordance with the other provisions of TPD Section B3;
  - (iii) the Reservation Party may by notice to National Gas Transmission nominate a User to be registered as holding Reserved Capacity;
  - (iv) a notice under paragraph (iii) shall specify:
    - (1) the identity of the nominated User;
    - (2) an amount of Reserved Capacity to be registered in the name of the nominated User which shall not exceed the total amount of Reserved Capacity (taking into account any prior notice by the Reservation Party under this paragraph (d) in relation to the NTS Exit ARCA);

- (3) the date, consistent with the terms of the NTS Exit ARCA, from which the nominated User is to be registered as holding Reserved Capacity

and following such notice National Gas Transmission will notify the nominated User of the contents of such notice;

- (v) the nominated User may within five (5) Business Days of National Gas Transmission's notice under paragraph (iv) confirm to National Gas Transmission its acceptance of the details in the Reservation Party's notice;
- (vi) National Gas Transmission may reject the User's nomination:
- (1) where any of the requirements of paragraph (iv) is not complied with;
- (2) in accordance with TPD Section V3; and
- (vii) subject to paragraph (vi), a nominated User shall be deemed (including for the purposes of TPD Section B3.2.16) to have been allocated Reserved Capacity and accordingly be registered as holding Enduring Annual NTS Exit (Flat) Capacity from the date determined under the NTS Exit ARCA.

1.1.10 Notwithstanding TPD Section B4.7.17 the Transporter may designate any Class 2, 3 or 4 Supply Point for the purposes of Section B4.7.16 on any Day in the six (6) month period commencing from the date this paragraph takes effect following implementation of Modification 0665.

## 1.2 TPD Section J: Exit Requirements

### 1.2.1 TPD Section J3.11:

- (a) Unless the CSEP Network Exit Agreement provides otherwise, the CSEP Liability Sharing Proportion in respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies shall (notwithstanding TPD Section J3.11.7) be:
- (i) until such time, not earlier than 1 May 1997, at which another proportion is determined under paragraph (c), one;
- (ii) with effect from such time, the proportion (applicable to the relevant LDZ Connected System Exit Point) so determined.
- (b) All relevant CSEP Users and the Transporter agree to meet, commencing reasonably promptly after the date of the Code, and review together on a mutually agreeable basis (in consultation with relevant Connected System Operators and with the Authority) what principles are appropriate to determine CSEP Liability Sharing Proportions.
- (c) In respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies, the proportion referred to in paragraph (a) shall be such proportion, or the proportion determined by such mechanism, as following the review under paragraph (b) the Transporter shall with Condition A11(18) Approval of the Authority determine and notify to the relevant CSEP Users and Connected System Operator.

### 1.2.2 TPD Section J2.5.4(b)

A DNO User may, at the time at which it may apply for an amount of NTS Offtake Capacity (in accordance with paragraph 1.1.2) apply for Assured Offtake Pressures in relation to each

NTS/LDZ Offtake for the Gas Year ending 30 September 2009.

### 1.2.3 TPD Section J2.5.7

Where an application has been made in accordance with paragraph 1.2.2 then where the Assured Offtake Pressures specified in the Offtake Capacity Statement for the preceding year are:

- (a) greater than or equal to the Assured Offtake Pressures applied for, such application will be accepted;
- (b) less than the Assured Offtake Pressures applied for, the Assured Offtake Pressures accepted will be not less than the values specified in the Offtake Capacity Statement for such preceding year;

and in either case National Gas Transmission will notify the DNO User accordingly by no later than 6 March 2006.

## 1.3 TPD Section M: Supply Point Metering

### 1.3.4 TPD Section M2.1

Until 12 July 2006 but not thereafter, for the purposes of Section M:

- (a) where:
  - (i) a Supply Meter Point does not relate to premises covered by Standard Condition 34(2) of the Supplier's Licence; and
  - (ii) any supplier or any User in relation to such Supply Meter Point has provided or requested, or is providing or requesting, another to provide a Supply Meter Installation (other than where the Supply Meter Installation belongs to a consumer, or is lent or hired to a consumer and is the responsibility of a person other than a Gas transporter or supplier) for such Supply Meter Point;then the Registered User in respect of such Supply Meter Point shall secure that:
  - (1) where the Supply Meter Installation at such Supply Meter Point is installed after the 12 July 2004, appropriate approval, appraisal and authorisation will be obtained from the Transporter to the extent required by section 6 of the MAM CoP; and/or
  - (2) after 12 July 2004, such Supply Meter Installation at such Supply Meter Point is maintained by a Meter Asset Manager appointed by the supplier or the User; and
- (b) where the Transporter discovers after the 12 July 2004 that in respect of such Supply Meter Installation paragraphs (a)(1) and/or (2) have not been complied with then the Transporter shall notify the Registered User accordingly and the Registered User will:
  - (i) within fourteen (14) calendar days of receipt of the notice from the Transporter ensure that such Supply Meter Installation is re-installed and/or maintained by a Meter Asset Manager and notify the Transporter of the identity of such Meter Asset Manager; or

- (ii) where it is not practicable to ensure the performance of such reinstallation and/or maintenance within such 14 calendar day period, within 7 calendar days of receipt of the notice from the Transporter notify the Transporter of the reasons for this and the date by which it will ensure such re-installation and/or maintenance is performed by a Meter Asset Manager and promptly notify the Transporter when such work has occurred;
- (c) where the Registered User has failed to fully comply with paragraphs (a)(1) or (2) the Transporter, acting reasonably, shall be entitled to take whatever steps it deems necessary (including the inspection, repair, replacement or disconnection of the Supply Meter Installation) to ensure that the Transporter complies with any Legal Requirements imposed upon it, and the Registered User shall reimburse the Transporter in respect of any and all costs, expenses and charges reasonably incurred or expended by or on behalf of the Transporter in taking such steps;
- (d) the Transporter's entitlement in paragraph (c) is without prejudice to the Transporter's entitlement at any time to make safe any Supply Meter Installation (including disconnection) for this purpose;
- (e) for the purposes of paragraph (a) "**Meter Asset Manager**" means:
  - (i) a person approved by the Authority as possessing expertise satisfactorily to provide services in relation to Supply Meter Installations or a class or description of persons so approved; or
  - (ii) an undertaking approved by the Authority as having staff possessing the requisite expertise;

and, for the purposes of this definition, "**approved by the Authority**" means approved by it for the purposes of this paragraph generally and "**staff**" includes officers, servants and agents;

### 1.3.5 TPD Section M2.1.13 and M2.1.14

Within 3 months of the Users being required to report the technical specification of the Smart Metering System (e.g. SMETS1 or SMETS2) under paragraph TPD Section M2.1.13 and the location information of Advanced Meters (in Domestic or Non-Domestic Properties) under TPD Section M2.1.14, the CDSP shall provide to the Shipper Users a single one-off report which set out the following at an aggregated industry level:

- (a) the number of Smart Meters at relevant Supply Meter Points that have been designated with the technical specification SMETS1;
- (b) the number of Smart Meters at relevant Supply Meter Points that have been designated with the technical specification SMETS2;
- (c) the number of Advanced Meters at relevant Supply Meter Points that have been installed at Domestic Premises; and
- (d) the number of Advanced Meters at relevant Supply Meter Points that have been installed at Non-Domestic Premises.

### 1.3.6 TPD Section M3.8.1

Where a User submits a Supply Point Confirmation with a Supply Point Registration Date which becomes effective up to and including 8 July 2004 and the Supply Point Confirmation

records a change only to the supplier identity (but not a change to the User identity or the Supply Point configuration) then the requirement of the User to obtain and provide an Opening Meter Reading (in accordance with TPD Section M3.8.2) shall not apply and where, in the absence of any such Opening Meter Reading, any notional Meter Reading is used by the Transporter as an estimated Meter Reading (in accordance with TPD Section M3.8.5) it shall not be included in the calculation (in accordance with TPD Section M3.8.10(c)) of the number of estimated Meter Readings in respect of which the User is required to pay a charge and the Transporter shall not levy such charge (in accordance with TPD Section M3.8.10 (a)) in respect of such estimated Meter Readings.

### 1.3.7 Sections M5.15, M6.2, M6.4 and S2.4 (Transfer of certain meter reading functions of the Transporters to the CDSP)

The following provisions shall apply in connection with the implementation of Modification 0710:

- (a) the reference in M5.15.3(a) to the CDSP's notice under paragraph 6.4.1(b) shall be deemed to include a reference to the Transporter's Notice pursuant to the equivalent provision prior to the implementation date of Modification 0710;
- (b) the reference in M5.15.7 to an agreement between the CDSP and the User shall be deemed to include a reference to an agreement made between the Transporter and the User pursuant to Section M5.15.7 prior to such implementation date;
- (c) a reference in Section M6.4.1(c) or Section M6.4.3(a) to the CDSP's judgement or estimate shall be deemed to include a reference to the judgement and estimate of the Transporter pursuant to the equivalent provision to M6.4.1(b) prior to such implementation date, and a reference to the CDSP's notice in relation thereto shall be deemed to include a reference to the Transporter's notice in relation to the same prior to such date, and the CDSP's Volume Estimate shall be deemed to refer to such estimate;
- (d) a reference in Section M 6.6.3(a)(i) to the CDSP's judgement shall be deemed to include a reference to the judgement of the Transporter pursuant to Section M6.6.1(b) prior to such implementation date;
- (e) a reference in M6.2.1 to equipment, of a design and standard of manufacture specified (consistently with any Legal Requirement) by the CDSP for the purposes of Section M includes equipment, of a design and standard of manufacture specified (consistently with any Legal Requirement) by the Transporter for the purposes of Section M prior to the such implementation date, provided that such design and standard is not expressly excluded by any specification issued by the CDSP for such purposes subsequent to such date;
- (f) for the purposes of Section M6.2.3 any Datalogged Daily Read Equipment furnished, installed and made operational by the Transporter prior to the such implementation date shall be deemed to have been furnished, installed and made operational by the CDSP; and
- (g) Section S2.3.4 shall apply to amounts payable by the Transporter to a User pursuant to Section M7 as in force immediately prior to the implementation date of Modification 710 (in addition to amounts payable pursuant to Annex G-2) until all such amounts have been invoiced.

### 1.3.8 TPD Section M4.2.16



Not before 30 Supply Point Business Days after the implementation of code modification 0681S, the CDSP shall, for all existing Supply Meter Points, update the conversion factor in the Supply Point Register to:

- (a) The standard value of 1.02264, where the Annual Quantity is 732,000 kWh or below; or
- (b) The last non-standard factor held on the Supply Point Register for the relevant Supply Meter Point (if one is available) where the Annual Quantity is above 732,000 kWh. No update should be made if there is no relevant non standard factor for the relevant Supply Meter Point.

#### 1.3.9 TPD Section M5.17

For the purposes of TPD Section M5.17 and for the Gas Year in which the Code Modification referred to as Modification 0664VVS is implemented and effective from:

- (a) in relation to the both Relevant Class 2 Supply Meter Points and Relevant Class 3 Supply Meter Points:
  - (i) the Applicable Percentage in relation to the Aggregate Valid Meter Reading Requirement is ninety per cent (90%);
  - (ii) the Applicable Percentage in relation to the Supplier Valid Meter Reading Requirement is ninety per cent (90%);
  - (iii) the Applicable Percentage in relation to the Minimum Valid Meter Reading Requirement is twenty-five per cent (25%); and
- (b) the Performance Period is a period of three (3) calendar months, and the first Performance Period shall commence on the first day of the calendar month following implementation of and the effective date of the Code Modification referred to as Modification 0664VVS.

### 1.4 TPD Section R: Storage

#### 1.4.1 TPD Section R4.1.4

For the purposes of TPD Section R4.1.4, in relation to the Storage Year commencing 1 May 2003, where any Storage Facility is to be a Constrained Storage Facility for that Storage Year, National Gas Transmission will, not later than 1 April before the start of that Storage Year, publish a document (the "**Constrained Storage Statement**") containing the following details for each Constrained Storage Facility:

- (a) the "**Constrained Point(s)**", being a point or points on the NTS as identified by National Gas Transmission as being relevant, for the purposes of TPD Section R4, to a Constrained Storage Facility;
- (b) the rate of flow ("**Constrained Threshold Demand Flow**") at a Constrained Storage Point at which National Gas Transmission may make Constrained Storage Renominations in respect of the relevant Constrained Storage Facility;
- (c) the System Entry Capacity Charges in respect of the relevant Storage Connection Point;

- (d) a percentage for each Week in the Winter Period for the purposes of TPD Section R4.4.3.

#### 1.4.2 TPD Section R1.4

In respect of the LNG Facility which is from time to time operated by National Gas Transmission and is located at Isle of Grain (the "**National Gas Transmission LNG Isle of Grain Storage Facility**"), the Storage Year 2004/5 shall be the period from 1 May 2004 until the earlier of:

- (a) 30 April 2005; or
- (b) the effective date determined in accordance with paragraph 1.4.5 below.

#### 1.4.3 TPD Section R1.7.1

For the duration of Storage Year 2004/5 relating to the National Gas Transmission LNG Isle of Grain Storage Facility, the National Gas Transmission LNG Isle of Grain Storage Facility shall be a 'National Gas Transmission LNG Storage Facility'.

The LNG Facility at Dynevor Arms shall be a 'National Gas Transmission LNG Storage Facility' until the date on which National Gas Transmission LNG Storage ceases to operate the facility on its own behalf.

#### 1.4.4 TPD Section R4.1.1

For the duration of Storage Year 2004/5 relating to the National Gas Transmission LNG Isle of Grain Storage Facility, the National Gas Transmission LNG Isle of Grain Storage Facility shall be a 'Constrained Storage Facility'.

#### 1.4.5 TPD Section R

For the purposes of paragraph 1.4.2, the effective date shall be a date not earlier than the date notified by National Gas Transmission LNG Storage for these purposes in the Annual Storage Invitation issued by National Gas Transmission LNG Storage pursuant to TPD Section Z in respect of Storage Year 2004/5, and shall be 0600 hours on a date falling between 1 January 2005 and 1 June 2005 (the "**First Window Period**") and established by National Gas Transmission LNG Storage in accordance with the following procedure:

- (a) National Gas Transmission LNG Storage shall give at least 180 days notice, before the commencement of the First Window Period, of a 100 day period falling within the First Window Period (the "**Second Window Period**") during which the effective date shall fall; and
- (b) National Gas Transmission LNG Storage shall give at least 90 days notice, before the commencement of the Second Window Period, of a 45 day period falling within the Second Window Period (the "**Third Window Period**") during which the effective date shall fall; and
- (c) National Gas Transmission LNG Storage shall give at least 30 days notice, before the commencement of the Third Window Period, of the day falling within the Third Window Period, which shall be the effective date,

and if National Gas Transmission LNG Storage does not so notify any such period or day, the relevant period or day shall be the latest day or period possible in accordance with the foregoing.

- 1.4.6 For the purposes of the Code, there shall be deemed to be no 'Isle of Grain LNG Importation Facility' until the effective date established in accordance with paragraph 1.4.3.

## **1.5 TPD Section S: Invoicing and Payment**

### 1.5.1 TPD Section S2.1

From the Reconciliation by Difference Date the Invoice Items to be comprised in a Reconciliation Invoice for the purposes of Aggregate NDM Reconciliation may be contained in an Ad-hoc Invoice.

## **1.6 OAD Section H: NTS Long Term Demand Forecasting**

### 1.6.1 OAD Section H paragraph 2.7

By 15 September 2005 the DNO shall provide to National Gas Transmission the forecast rate of volume flow (MCM per day) and Offtake Flexibility Quantity (MCM per day) in relation to a 1 in 20 peak day in respect of each of its NTS/LDZ Offtakes for each of the five Gas Years commencing with the Gas Year ending 30 September 2006 and ending with the Gas Year ending 30 September 2010;

### 1.6.2 OAD Section H paragraph 2.8

By 15 October 2005 National Gas Transmission shall provide to the DNO the forecast of the availability of NTS Offtake (Flat) Capacity, NTS Offtake (Flexibility) Capacity and Assured Offtake Pressures in respect of each of its NTS/LDZ Offtakes for each of the two Gas Years commencing with the Gas Year ending 30 September 2009 and ending with the Gas Year ending 30 September 2010.

## **1.7 TPD Section G: Supply Points**

- 1.7.1 Where, due to the implementation date of Modification Proposal 0081, the Transporter is unable to publish the report by the dates specified in paragraph 1.6.20 then the Transporter shall publish such reports(s) as soon as practicable after such implementation date.

- 1.7.2 The implementation of Modification Proposal 0224 will be phased over a 3 phase period as follows (a Supply Point Nomination for any given phase can only be made after the relevant implementation date of such phase):

- (a) Phase 1 will commence on the date of implementation of Modification 0224 for a 12 month duration, to expire upon the date of commencement of Phase 2 (set out below). During Phase 1, any Supply Meter Point comprised in any Supply Point which has an Annual Quantity which exceeds 5,860,000kWh (*200,000 therms*) may make a Supply Point Nomination to have User Daily Read Equipment installed in accordance with M4.1.6(b);
- (b) Phase 2 will commence 12 months following the date of implementation of Modification Proposal 0224 or, if later, when determined by the Transporter and expire on the date of commencement of Phase 3 (set out below). During Phase 2, any Supply Meter Point comprised in any Supply Point which has an Annual Quantity which exceeds 2,196,000 kWh (*75,000 therms*) may make a Supply Point Nomination to have User Daily Read Equipment installed in accordance with M4.1.6(b); and
- (c) Phase 3 will commence 18 months following the date of implementation of Modification Proposal 0224 or, if later, when determined by the Transporter and will

be enduring. During Phase 3, any Supply Meter Point comprised in any Supply Point which has;

- (i) an Annual Quantity which exceeds 732,000 kWh (25,000 therms); or
- (ii) an Annual Quantity which exceeds 73,200 kWh but is less than 732,001 kWh and the Daily Read Requirement applied on 30 September 2013,

may make a Supply Point Nomination to have User Daily Read Equipment installed in accordance with M4.1.6(b)

Subject to the transitional “**Ceiling Limit**” (being a maximum of 25,000 Supply Meter Points installed with User Daily Read Equipment, such limit to include eligible outstanding offers and confirmation) not being exceeded, in which case a Supply Point Nomination shall be rejected in accordance with G2.3.6.

- 1.7.3 In order to ascertain whether the User may install User Daily Read Equipment in any of the phases in paragraph 1.7.2, a validation of Meter Readings shall be undertaken by the Transporter.
- 1.7.4 If, following the installation of User Daily Read Equipment at a DM Supply Meter Point in accordance with paragraph 1.7.2(a) or 1.7.2(b), the Annual Quantity in respect of such DM Supply Meter Point shall fall below the relevant phase threshold, then the User Daily Read Equipment may remain installed or the DM Supply Meter Point may be Renominated as an NDM Supply Meter Point or as a DM Supply Meter Point with Telemetered Daily Read Equipment installed. Where the Supply Meter Point is Renominated as an NDM Supply Meter Point or as a DM Supply Meter Point with Telemetered Daily Read Equipment installed, the Supply Meter Point may not have User Daily Read Equipment installed until the Annual Quantity exceeds the relevant threshold for the phase indicated in paragraph 1.7.2.
- 1.7.5 Without prejudice to the generality of Sections G1.9.8(a) and (b) and 1.9.9, within the six month period commencing on 01 November 2011 (the “**MSC Review Period**”) each User shall review the Market Sector Codes in relation to each of its Registered Supply Points and where the Market Sector Code in relation to a Registered Supply Point is inaccurate or unspecified notify the Transporter as to whether the Supply Point Premises are Domestic Premises or Non-domestic Premises, and the Transporter shall as soon as reasonably practicable amend the Supply Point Register accordingly.
- 1.7.6 On or before the expiry of the MSC Review Period each User shall:
  - (a) confirm to the Transporters that (subject to paragraph (b) below) in relation to each of its Registered Supply Points in respect of which a Market Sector Code is not (as at the expiry of the MSC Review Period) specified in the Supply Point Register:
    - (i) which is a Smaller Supply Point, the Transporter may assign a Market Sector Code indicating that the Supply Point Premises are Domestic Premises;
    - (ii) which is a Larger Supply Point, the Transporter may assign a Market Sector Code indicating that the Supply Point Premises are Non-domestic Premises; or
  - (b) notify the Transporters of any such Registered Supply Point:
    - (i) which is a Smaller Supply Point in relation to which the Supply Point Premises are Non-domestic Premises;

- (ii) which is a Larger Supply Point in relation to which the Supply Point Premises are Domestic Premises,

and the Transporters shall as soon as reasonably practicable after expiry of the MSC Review Period amend the Supply Point Register accordingly.

1.7.7 Where a User has complied with paragraph 1.7.6 it shall be deemed to have complied with paragraph 1.7.5.

1.7.8 The Transporters shall provide each User with a report identifying each Registered Supply Point in relation to which the Market Sector Code is not specified in the Supply Point Register:

- (a) as soon as reasonably practicable after commencement of the MSC Review Period;
- (b) three months after commencement of the MSC Review Period;
- (c) one month prior to the end of the MSC Review Period;
- (d) as soon as reasonably practicable after the end of the MSC Review Period (and for such purposes the Supply Point Register shall be deemed to have been amended as provided by paragraph 1.7.6 above, whether or not it has been so amended at the time of such report).

1.7.9 For the purposes of this Paragraph 1.7.9, in relation to the report to be published by Transporters for Gas Year 2011/2012 pursuant to TPD Section G1.6.18 the following provisions shall apply:

- (a) The Transporters shall publish, by the dates specified in paragraph 1.7.9(c), a report containing the following information in respect of each User (on a non attributable basis):
  - (i) in aggregate across all End User Categories:
    - (1) the number of applications made by the User during the User AQ Review Period (in accordance with TPD Section G paragraph 1.6.4) for an increase in the Provisional Annual Quantity and for a decrease in the Provisional Annual Quantity;
    - (2) the number of such successful applications made by the User during the User AQ Review Period (in accordance with TPD Section G paragraph 1.6.7) that resulted in a User Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity;
    - (3) the number of Speculative Calculation enquiries made by the User during the preceding Gas Year;
  - (ii) by each End User Category:
    - (1) the number of Supply Meter Points where the Annual Quantity has increased or decreased as a result of the successful applications referred to in paragraph 1.7.9(a)(i)(2) shown as a percentage of the total number of Supply Meter Points in that End User Category;

- (2) the change to the Annual Quantity in aggregate (expressed in kWh) that has occurred due to the increases or decreases as a result of the successful applications referred to in paragraph 1.7.9(a)(i)(2);
  - (3) the number of Supply Points that have moved from one End User Category to another End User Category as result of the successful applications referred to in paragraph 1.7.9(a)(i)(2);
- (iii) by each LDZ, the number of such successful applications made by the User during the User AQ Review Period (in accordance with TPD Section G paragraph 1.6.7) that resulted in a User Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity.
- (b) For the purposes of paragraph 1.7.9(a):
- (i) **"User AQ Review Period"** is the period during which the User may apply for a User Provisional Annual Quantity in accordance with TPD Section G paragraph 1.6.4(a), commencing on the AQ Review Date and ending on the 13 August in the preceding Gas Year;
  - (ii) **"Speculative Calculation"** means an estimate of the Annual Quantity of a Supply Point derived by the User, using relevant Meter Reads for the Supply Point and the speculative calculator tool which is available for use within UK Link.
- (c) The dates for the publication of the information to be contained in the report in accordance with paragraph 1.7.9(a) shall be in the case of:
- (i) Paragraph 1.7.9(a)(i) and (ii), by no later than:
    - (1) 1 July in the relevant Gas Year, in respect of Smaller Supply Meter Points on an interim basis;
    - (2) 1 August in the relevant Gas Year, in respect of Larger Supply Meter Points on an interim basis; and
    - (3) 1 November in the Gas Year immediately following the relevant Gas Year, in respect of all Supply Meter Points on a final basis;
  - (ii) Paragraph 1.7.9(a)(iii), by no later than 1 November in the Gas Year immediately following the relevant Gas Year, in respect of all Supply Meter Points on a final basis.
- (d) Reporting by Transporters pursuant to TPD Section G paragraph 1.6.26 shall not commence until Gas Year 2012/2013.

1.7.10 Sections G1.5.6(a) and (b) shall not apply in respect of a Supply Meter Point where the Daily Read Requirement applied, and Telemetered Daily Read Equipment was operational, on 30 September 2013, until 1 October 2015.

1.7.11 The Registered User of a Supply Meter Point to which the Daily Read Requirement does not apply shall (where such Supply Meter Point has been classified as a DM Supply Meter Point with Telemetered Daily Read Equipment installed) be required to reclassify the Supply Meter Point as an NDM Supply Meter Point, notwithstanding Section G1.11.2, by 1 October 2015.

- 1.7.12 For the purposes of Section M5 a User's **Performance Relevant Supply Meters** shall include Relevant Supply Meters in relation to Supply Meter Points to which paragraph 1.7.11 applies until such time as the User reclassifies such Supply Meter Point as an NDM Supply Meter Point pursuant to paragraph 1.7.11 or, if earlier, until the date by which the User was required by paragraph 1.7.11 so to reclassify the Supply Meter Point.
- 1.7.13 For the purposes of TPD Sections E1.1.6(c) and E7.1.2(d) until the date of effectiveness of the allocation factors contained in the first AUG Table established pursuant to TPD Section E9.4 the allocation factor for each category of System Exit Point shall be the factor set out in paragraph 9.3 of the AUG Document.

## **1.8 TPD Section Z: National Gas Transmission LNG Storage Facilities**

### **1.8.1 TPD Section Z2.1.6**

For the purposes of TPD Section Z2.1.6, in respect of Storage Year 2009/10 and each subsequent Storage Year until the time at which the LNG Facility at Dynevor Arms ceases to be a National Gas Transmission LNG Storage Facility pursuant to paragraph 1.4.3, the Maximum Storage Space, Maximum Storage Deliverability and Maximum Storage Injectability for the National Gas Transmission LNG Storage Facility at Dynevor Arms shall each be zero.

## **1.9 TPD Section G: Supply Points**

### **1.9.1 TPD Section G5.2**

Until 0600 on the "**Project Nexus Go Live Date**" but not thereafter, for the purposes of TPD Section G5.2:

- (a) Notwithstanding TPD Section G5.2.1, in relation to an LDZ DM Supply Point Component, a Registered User may apply at any time, in accordance with this paragraph 1.9, to reduce the Registered DM Supply Point Capacity held to an amount below the Bottom-Stop Supply Point Capacity (the "**Capacity Reduction Application**").
- (b) The Registered DM Supply Point Capacity may only be reduced using a Capacity Reduction Application to take effect once within each the Capacity Reduction Period from the Gas Year commencing 1 October 2014.
- (c) A Capacity Reduction Application shall:
- (i) be accompanied by a signed letter from the relevant consumer at the LDZ DM Supply Point stating the following information:
    - (1) a best estimate of the highest User SPDQ for any Day in the relevant Gas Year;
    - (2) the reasons for the requested change to reduce the Supply Point Capacity and the corresponding change in the Bottom-Stop Supply Point Capacity to equal the revised Supply Point Capacity; and
    - (3) a statement that Gas will continue to be offtaken at the relevant LDZ DM Supply Point.
  - (ii) and shall specify:
    - (1) the Supply Meter Point Reference Number;

- (2) the Supply Point Registration Number;
  - (3) the revised DM Supply Point Capacity;
  - (4) the revised Supply Point Offtake Rate.
- (d) The Transporter may reject a Capacity Reduction Application which is not made strictly in accordance with this paragraph 1.9.
- (e) By making a Capacity Reduction Application, the Registered User warrants to the Transporter in writing that the information contained in such Capacity Reduction Application is accurate and reflects a bona fide estimate of the future consumption up to the Project Nexus Go Live Date.
- (f) Where the Transporter does not reject a Capacity Reduction Application and Renomination by the Registered User in accordance with TPD Section G2.3 in respect of the relevant LDZ DM Supply Point Component on the basis of the revised Supply Point Capacity, the Transporter will submit to the Registered User a Supply Point Offer in accordance with TPD Section G2.4 and upon receipt of which, the Registered User may submit a Supply Point Reconfirmation in accordance with TPD Section G2.5.
- (g) With effect from the Supply Point Registration Date in respect of such Supply Point Reconfirmation, the LDZ Capacity Charges shall be determined by reference to the revised DM Supply Point Capacity, or the revised Bottom Stop Supply Point Capacity as appropriate, and notwithstanding TPD Section G paragraph 5.2.3(a), the revised Bottom Stop Supply Point Capacity shall be set to equal to the revised Supply Point Capacity.
- (h) In order to take effect, all Supply Point Confirmations made in accordance with this paragraph 1.9 must have a Supply Point Registration Date within the Capacity Reduction Period for the relevant Gas Year.

1.9.2 Where following revision of the Registered DM Supply Point Capacity for an Interruptible LDZ DM Supply Point Component in accordance with this paragraph 1.9 until the earlier of:

- (a) 06:00 on 1 October 2011; or
- (b) the date that an increase of the Registered DM Supply Point Capacity above the Bottom Stop Supply Point Capacity prevailing prior to revision of the Registered DM Supply Point Capacity takes effect;

the quantity of gas offtaken for any Day exceeds the User's Registered DM Supply Point Capacity then the User shall pay the difference between the LDZ Capacity Charges applicable prior to the first successful Capacity Reduction Application made effective pursuant to paragraph 1.9.1 and the actual charges paid or payable subsequent to such successful Capacity Reduction Application.

## **1.10 Transitional Period: TPD Section F: System Clearing, Balancing Charges and Neutrality**

1.10.1 For the purposes of this paragraph 1.10:

- (a) "system clearing transition date" is the 1 October 2012; and
- (b) "**system clearing transition period**" is the period commencing on the date on which the Modification giving effect to this paragraph 1.10 is made and ending on (and including) the Day before the system clearing transition date.



1.10.2 During the system clearing transition period:

- (a) TPD Section F, paragraphs 1.1.2(f), (g) and (h), and associated definitions and explanations shall not apply; and
- (b) TPD Section F, paragraph 1.2.1(a)(i) shall read “the System Average Price plus 0.0263 pence/kWh” and not “System Average Price plus the Default System Marginal Price”;
- (c) TPD Section F, paragraph 1.2.1(b)(i) shall read “the System Average Price less 0.0263 pence/kWh” and not “System Average Price less the Default System Marginal Price”.

### **1.11 TPD Section U: Monitoring of the Implementation of the UK-Link Programme**

1.11.1 TPD Section U, paragraph 9 shall not apply after 1 December 2014.

## **2. TRANSPORTATION CONSTRAINTS**

- 2.1 The provisions of paragraphs 2.2 to 2.5 (inclusive) shall not apply until such time as by way of Code Modification this paragraph 2.1 no longer applies.
- 2.2 Where after 24:00 hours on the Preceding Day it appears to National Gas Transmission that a Transportation Constraint is likely to arise or has arisen at a System Entry Point, National Gas Transmission may take (at such time as it judges operationally appropriate), but shall not be required to, Market Balancing Sell Actions at the relevant System Entry Point with a view to gas flow rates at such point being reduced so as to avoid such Transportation Constraint.
- 2.3 Nothing in paragraph 2.2 shall prejudice TPD Section I3.7.
- 2.4 In TPD Section D1.3 references to Operational Balancing shall be construed as including steps taken by National Gas Transmission under paragraph 2.2 in respect of a Transportation Constraint or anticipated Transportation Constraint, and references to Operational Balancing Steps and Operational Balancing Requirements shall be construed accordingly.
- 2.5 Where National Gas Transmission takes a Market Balancing Sell Action pursuant to this paragraph 2 the relevant User’s Available System Entry Capacity (determined as Adjusted pursuant to TPD Sections B2.8.10, 2.9.3 and 2.9.5) at the relevant System Entry Point on the Day in respect of which such Market Balancing Sell Action was taken shall for the purposes of TPD Section B2.11 be reduced by an amount equivalent to the Market Balancing Action Quantity in relation thereto.

## **3. IMPLEMENTATION OF NON-EFFECTIVE DAYS TO ENABLE ANNUAL AQ REVIEW**

- 3.1 In order to enable the annual AQ review 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup> September 2016 shall be deemed not to be Supply Point System Business Days for the purposes of:
  - (a) paragraph 1.6.11 of TPD Section G;
  - (b) paragraph 1.8.4 of TPD Section G;
  - (c) paragraph 1.17.8 of TPD Section G;
  - (d) paragraph 2.3.4 of TPD Section G;
  - (e) paragraph 2.4.6 of TPD Section G;

- (f) paragraph 2.5.8 of TPD Section G;
- (g) paragraph 2.5.11 of TPD Section G;
- (h) paragraph 2.6.3 of TPD Section G;
- (i) paragraph 2.7.5 of TPD Section G;
- (j) paragraph 2.8.1 of TPD Section G;
- (k) paragraph 2.8.3 of TPD Section G;
- (l) paragraph 2.8.5 of TPD Section G;
- (m) paragraph 3.1.5 of TPD Section G;
- (n) paragraph 3.2.4 of TPD Section G;
- (o) paragraph 3.3.1 of TPD Section G;
- (p) paragraph 3.3.2 of TPD Section G;
- (q) paragraph 3.5 of TPD Section G;
- (r) paragraph 4.1 of TPD Section G;
- (s) paragraph 5.1.5 of TPD Section G;
- (t) paragraph 5.1.6 of TPD Section G;
- (u) paragraph 5.1.10 of TPD Section G;
- (v) paragraph 5.6.5 of TPD Section G;
- (w) paragraph 3.2.3 of TPD Section M;
- (x) paragraph 3.2.6 of TPD Section M;
- (y) paragraph 3.2.7 of TPD Section M;
- (z) paragraph 3.2.9 of TPD Section M;
- (aa) paragraph 3.2.11 of TPD Section M;
- (bb) paragraph 3.2.15 of TPD Section M;
- (cc) paragraph 3.2.16 of TPD Section M;
- (dd) paragraph 3.3.4 of TPD Section M;
- (ee) paragraph 3.3.7 of TPD Section M;
- (ff) paragraph 3.8.2 of TPD Section M;
- (gg) paragraph 3.8.3 of TPD Section M;
- (hh) paragraph 3.8.4 of TPD Section M; and

- (ii) paragraph 3.8.5 of TPD Section M

## **4. TRANSITIONAL INTERRUPTION REGIME**

### **4.1 Interruption transitional period**

4.1.1 For the purposes of paragraphs 4, 5, 6 and 7 of this Part IIC:

- (a) the "**interruption transition date**" is 1 October 2011;
- (b) the "**interruption transitional period**" is the period commencing on 1 April 2008 and ending on (and including) the Day before the interruption transition date.

4.1.2 During the interruption transitional period:

- (a) except as provided for in paragraph 4.3 of this Part IIC, TPD Section G6 shall not apply;
- (b) TPD Sections G1 to G5 (inclusive) and Section G7 and Annexes G1 and G2 shall apply subject to the provisions of paragraph 6; and
- (c) this paragraph 4 and paragraphs 5, 6 and 7 of this Part IIC shall apply.

4.1.3 For the period commencing on the interruption transition date and ending on (and including) 30 September 2012, paragraph 5 of this Part IIC shall apply in respect of NTS Supply Points only.

### **4.2 Transit rule**

4.2.1 With effect from the interruption transition date:

- (a) a Supply Point which on the Day preceding the interruption transition date was Interruptible in accordance with the rules set out in paragraph 5 shall cease to be Interruptible;
- (b) an LDZ Supply Point shall be an Interruptible LDZ Supply Point in respect of an Interruption Period commencing on or after the interruption transition date where the Registered User holds Interruptible Supply Point Capacity at the LDZ Supply Point following an Interruption Invitation under paragraph 4.3.

### **4.3 Initialisation: Interruption**

4.3.1 A DN Operator:

- (a) shall, in June of each Gas Year (Y) in the interruption transitional period, issue annual Interruption Invitations, in respect of each of Gas Years Y+4 to Y+8 which does not end before the interruption transitional period;
- (b) may, at any other time and in respect of any other Interruptible Period commencing on or after the interruption transition date, issue an ad hoc Interruption Invitation

for which purposes TPD Section G6.2 shall be deemed to apply.

- 4.3.2 The Registered User of an LDZ Supply Point in a relevant Interruption Zone may submit interruption offers on the invitation dates specified in an Interruption Invitation under paragraph 4.3.1 for which purposes TPD Section G6.3 shall be deemed to apply.
- 4.3.3 A CSEP User at an LDZ CSEP in a relevant Interruption Zone may submit interruption offers on the invitation dates specified in an Interruption Invitation under paragraph 4.3.1 for which purposes paragraphs of TPD Section G6.12 shall be deemed to apply.
- 4.3.4 In relation to an Interruption Invitation the DN Operator shall select or reject interruption offers and publish certain details in respect of such interruption offers, for which purposes TPD Section G6.4 shall be deemed to apply.
- 4.3.5 The Registered User of a Supply Point which (pursuant to the foregoing provisions) is to be designated as Interruptible in respect of the Interruptible Period commencing on the interruption transition date, shall comply with the requirements in TPD Section G6 on the basis that such provisions are deemed to apply in the interruption transitional period.

#### **4.4 Interruptible to Firm – Supply Point Transition**

- 4.4.1 By no earlier than 18 August 2011 and by no later than 7 September 2011, a User of an Interruptible Supply Point by submitting a Supply Point Reconfirmation shall apply to change its status to a Firm Supply Point on 1 October 2011.
- 4.4.2 A User of an Interruptible Supply Point may not apply to change its status to a Firm Supply Point with a Supply Point Registration Date on a date between 8 September and 19 October 2011 (inclusive) other than on 1 October 2011.
- 4.4.3 Where any application by a User of an Interruptible Supply Point to change its status to a Firm Supply Point does not comply with paragraph 4.4.2 it shall be rejected by the Transporter.
- 4.4.4 Where any User of an Interruptible Supply Point does not apply to change its status to a Firm Supply Point in accordance with paragraph 4.4.1, or where its application is rejected in accordance with paragraph 4.4.3, the User shall be deemed have granted the Transporter the authority to do so on 7 September and the Transporter, by creating a Supply Point Offer and submitting a Supply Point Reconfirmation, shall change the status of an Interruptible Supply Point to a Firm Supply Point on 1 October 2011.
- 4.4.5 Where the Transporter creates a Supply Point Offer and submits a Supply Point Reconfirmation pursuant to paragraph 4.4.4 it will include within it all existing details relating to the existing Supply Point to generate the Supply Point Offer and Supply Point Reconfirmation.
- 4.4.6 Where a Proposing User that is not an Existing Registered User submits a Supply Point Confirmation in accordance with TPD Section G2.5.3, with a Proposed Supply Point Registration Date occurring between 8 September and 19 October 2011 (inclusive), in contravention of paragraph 4.4.2, then notwithstanding rejection of such submission in accordance with paragraph 4.4.3, the Proposing User and the Existing Registered User shall each:
- (a) notify the Transporter that it believes that an energy reconciliation and adjustment of Transportation Charges is due between the Proposing User and the Existing Registered User, referencing the Proposed Supply Point Registration Date stated above;
  - (b) as soon as reasonably practicable after 19 October 2011, the Proposing User shall

submit a Supply Point Confirmation with a new Proposed Supply Point Registration Date.

- 4.4.7 In the event of a conflict between the provisions of paragraph 5 and this paragraph 4.4, this paragraph 4.4 shall apply.

## 5. TRANSITIONAL INTERRUPTION REGIME: INTERRUPTIBLE SUPPLY POINTS

### 5.1 General

- 5.1.1 (a) Subject to the further provisions of this paragraph 5, where at any time a Supply Point is eligible to be an Interruptible Supply Point in accordance with paragraph 5.2, the Registered User may by giving notice to the Transporter not later than the Change Request Deadline designate the Supply Point as being Interruptible with effect from an Eligible Status Change Date.
- (b) Subject to the further provisions of this paragraph 5, where at any time a Firm Supply Point, other than a Firm Supply Point in which any Shared Supply Meter Point is comprised, is eligible to be an Interruptible Supply Point in accordance with paragraph 5.2, the Registered User of that Firm Supply Point and the Registered User of an Interruptible Supply Point, other than an Interruptible Supply Point in which any Shared Supply Meter Point is comprised, may, by giving written notice to the Transporter and on payment by the Registered User of the Interruptible Supply Point of the Administration Charges (if any) set out in the Transportation Statement, designate the Firm Supply Point and the Interruptible Supply Point to be Partner Supply Points with effect from the notification by the Transporter being no more than 20 Business Days from the date of the notice to the Transporter, the Transporter may, from time to time issue guidelines to Registered Users to ensure that Partner Supply Points create an equivalent effect on the relevant System.
- (c) A Supply Point which has been designated by the Registered User and confirmed by the Transporter to be a Partner Supply Point will remain so designated until and unless its designation is cancelled by the Registered User by giving at least 10 Business Days' written notice to the Transporter, or in accordance with paragraph (d).
- (d) Where another User is to become the Registered User of a Partner Supply Point, the Proposing User shall, at least 2 but not more than 7 Business Days prior to the proposed Supply Point Registration Date notify the Transporter of such change. The Partner Supply Point shall transfer to the new Registered User from the Supply Point Registration Date as a Partner Supply Point.
- (e) Where the Partner Interruptible Supply Point has a Firm Allowance in place in accordance with paragraph 6.4, such Firm Allowance may not be transferred to the Partner's Firm Supply Point, unless in the Transporter's reasonable opinion the Transportation Requirement is satisfied.
- 5.1.2 A Supply Point which has been designated as Interruptible will continue to be so designated until and unless it is redesignated as Firm under paragraph 5.3 or paragraph 5.9.
- 5.1.3 For the purposes of paragraphs 5 and 6:
- (a) a Supply Point is "**Interruptible**" where the offtake of gas from the Total System at the Supply Point is subject to Interruption in accordance with paragraph 5.7, and otherwise is "**Firm**";

- (b) an "**Interruptible Supply Point**" is a Supply Point which is for the time being designated as Interruptible;
- (c) a "**Firm Supply Point**" is a Supply Point which is not for the time being designated as Interruptible (including one which has been redesignated as Firm);
- (d) a "**Partner Supply Point**" is a Partner Interruptible Supply Point or a Partner Firm Supply Point;
- (e) a "**Partner Interruptible Supply Point**" is an Interruptible Supply Point which has, for the time being, in accordance with paragraph 5.1.1(b) nominated a Firm Supply Point to be its Partner Supply Point;
- (f) a "**Partner Firm Supply Point**" is a Firm Supply Point which has, for the time being, in accordance with paragraph 5.1.1(b) been nominated to be a Partner Supply Point to an Interruptible Supply Point;
- (g) a Network Sensitive Load ("**NSL**") is an Interruptible Supply Point where its specific interruption may be required by the Transporter for the purpose of maintaining the offtake of gas at the Firm Supply Points which are located in the local area of, and are connected to the same local pipeline system as such Interruptible Supply Point. As a consequence, such Interruptible Supply Point is therefore likely to have a higher probability of interruption than an Interruptible Supply Point which is not an NSL.

5.1.4 For the purposes of paragraphs 5 and 6:

- (a) a reference to a Supply Meter Point changing status is a reference to the Supply Point in which it is comprised becoming a Firm Supply Point where it was Interruptible or becoming an Interruptible Supply Point where it was Firm; and where a Supply Meter Point has changed status it will (but without prejudice to the provisions of this paragraph 5.1 pursuant to which it may change status) continue to be treated as having done so irrespective of the Registered User of any Supply Point in which it may subsequently be comprised;
- (b) an "**Eligible Status Change Date**" is a date with effect from which a Firm Supply Point may become Interruptible or an Interruptible Supply Point may become Firm;
- (c) in relation to a Supply Point at any time an Eligible Status Change Date is:
  - (i) if no Supply Meter Point comprised in the Supply Point has at any time changed status, any date;
  - (ii) except as provided in paragraph (i) or (iii), the date is not less than 12 months after the most recent date on which any such Supply Meter Point changed status (for the purposes of which the date of a change in status of a Supply Meter Point pursuant to paragraph 5.3.7 shall not be counted); and
  - (iii) if the Interruptible status of a Supply Point is being transferred to one or more Firm Supply Points which create an equivalent effect on the Network, any date;
- (d) in relation to an Eligible Status Change Date the "**Change Request Deadline**" is the Day two months before such Eligible Status Change Date; and
- (e) where a User submits a Supply Point Confirmation which becomes effective in respect of a Supply Point, the Transporter will if requested by the User provide to the User as

soon as reasonably practicable after the Supply Point Registration Date such information as may be necessary to enable the User to ascertain the Eligible Status Change Date or Dates.

- 5.1.5 Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which includes any Supply Meter Point comprised in an Existing Supply Point which (at the Proposed Supply Point Registration Date) is Interruptible:
- (a) if each Existing Supply Point is Interruptible, the Proposed Supply Point will (if the Supply Point Confirmation becomes effective) be an Interruptible Supply Point, except that if the Supply Point Confirmation was submitted before the Change Request Deadline and the Proposed Supply Point Registration Date is not later than an Eligible Status Change Date, the Proposing User may (subject to and in accordance with paragraph 5.3) redesignate the Supply Point as Firm with effect from the Eligible Status Change Date; and
  - (b) (in accordance with paragraph 6.6) if there is another Existing Supply Point which (at the Proposed Supply Point Registration Date) is not Interruptible:
    - (i) the Proposed Supply Point Registration Date must be an Eligible Status Change Date; and
    - (ii) the Proposing User may designate (provided the Proposed Supply Point is eligible in accordance with paragraph 5.2.1, and subject to paragraph 5.3) the Proposed Supply Point as Interruptible or Firm.
- 5.1.6 Where a User has submitted a Supply Point Confirmation which will (in accordance with TPD Section G2.8.7 or TPD Section G2.9.1) become effective, no Existing Registered User may submit a notice designating an Existing Supply Point as Interruptible or redesignating it as Firm.
- 5.1.7 A notice designating a Supply Point as Interruptible or redesignating a Supply Point as Firm with effect from an Eligible Status Change Date may be revoked by the Registered User before but not after the Change Request Deadline; and accordingly a User who submits a Supply Point Confirmation after the Change Request Deadline may not alter the designation (as Interruptible or Firm) of the Supply Point until the next following Eligible Status Change Date.
- 5.1.8 Without prejudice to the generality thereof, the indemnity provided for in TPD Section V11.1.1 shall apply in respect of the taking of any steps or the exercise by the Transporter of any entitlement provided for in this paragraph 5.
- 5.1.9 In respect of an Interruptible Supply Point the Registered User (or Sharing Registered Users) shall:
- (a) not be required to pay NTS Exit Capacity Charges;
  - (b) be required (where the Interruptible Supply Point is an LDZ Interruptible Supply Point) to pay LDZ Capacity Charges with such discount applied as may be provided in the Transportation Statement; and
  - (c) be entitled to a payment, where in respect of an Interruptible Supply Point the Transporter requires Interruption on more than 15 Days in any Formula Year, calculated in the manner provided in the Transportation Statement.

## **5.2 Conditions for designation as Interruptible**

- 5.2.1 A Supply Point is eligible to be designated an Interruptible Supply Point in any Gas Year for which its Annual Quantity is greater than 5,860,000 kWh (200,000 therms).
- 5.2.2 In accordance with TPD Section G1.7 and paragraphs 6.3 and 6.4, a Supply Point includes a Shared Supply Meter, the Shared Supply Meter Point Notification shall provide (pursuant to TPD Section G1.7.6(a)) for allocation in tranches:
- 5.2.3 By designating a Supply Point as Interruptible with effect from an Eligible Status Change Date, or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point, and by not redesignating an Interruptible Supply Point as Firm with effect from an Eligible Status Change Date, the Registered User represents to the Transporter that, or where the User is not the supplier that the supplier has represented to the User that, the requirement in paragraph 5.2.4 will be complied with.
- 5.2.4 The requirement referred to in paragraph 5.2.3 is that the contract or contracts of supply to the consumer, in force at the Eligible Status Change Date or (as the case may be) the Supply Point Registration Date, oblige the consumer to give effect to Interruption (including in the case where the requirement for Interruption is notified by the Transporter under paragraph 5.8.4).
- 5.2.5 Without prejudice to paragraph 5.2.4, a Supply Point which includes an NDM Supply Point Component may (subject to this paragraph 5.2) be designated as Interruptible.

## **5.3 Redesignation as Firm**

- 5.3.1 Where a Supply Point is for the time being an Interruptible Supply Point:
- (a) subject to paragraph 5.3.2 and except where the Supply Point is or is to be a TNI Supply Point, the Registered User may shall redesignate the Supply Point as Firm with effect from an Eligible Status Change Date, by giving notice to the Transporter not later than the Change Request Deadline and in any event by no later than 31 August 2012;
  - (b) where the Supply Point ceases to be eligible in accordance with paragraph 5.2.1 in respect of any Gas Year, the Supply Point shall unless the Transporter otherwise determines be redesignated as Firm with effect from the first Eligible Status Change Date in that Gas Year.
- 5.3.2 Where:
- (a) pursuant to any provision of this paragraph 5 a Supply Point is to be redesignated or (pursuant to paragraph 5.1.5(b)(ii)) designated as Firm with effect from an Eligible Status Change Date; and
  - (b) the Transporter determines and notifies the User that the Firm Transportation Requirement is not satisfied
- the designation or redesignation as Firm will not be effective and (subject to paragraph 5.3.5) the Supply Point will continue to be an Interruptible Supply Point.
- 5.3.3 In the case of a redesignation as Firm pursuant to paragraph 5.3.1(a), any notification by the Transporter under paragraph 5.3.2(b) will be given not later than one month after the relevant Change Request Deadline.



- 5.3.4 For the purposes of the Code the "**Firm Transportation Requirement**" in respect of an Interruptible Supply Point is the requirement that (after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points) it would be feasible to make gas available for offtake at the Supply Point (if the Supply Point were Firm) at a rate not less than the Supply Point Offtake Rate (and as respects any NDM Supply Point Component, an appropriate estimated rate of offtake) and in quantities (in a 24 hour period) in the amount of the Supply Point Capacity which the User would (pursuant to paragraph 5.3.9) hold upon its redesignation as Firm.
- 5.3.5 Subject to paragraph 5.3.6, the Registered User may after an Eligible Status Change Date redesignate a Siteworks Specified Interruptible Supply Point as Firm in accordance with paragraph 6.9.3.
- 5.3.6 Subject to paragraph 5.3.7, a User may not redesignate a Supply Point as Firm pursuant to paragraph 6.9.3 unless the User had not later than the Change Request Deadline given notice under paragraph 5.3.1(a) of such redesignation which pursuant to paragraph 5.3.2 was not effective.
- 5.3.7 Where at any time:
- (a) a Supply Point is Interruptible; and
  - (b) the Registered User demonstrates to the reasonable satisfaction of the Transporter that, by reason of a substantial change, which has occurred since and was not reasonably foreseeable at the most recent Change Request Deadline, in the physical nature of the consumer's requirements for the supply of gas, the consumer requires the Supply Point to be Firm;
- the User may (subject to paragraph 5.3.2) redesignate the Supply Point as Firm with effect from any later Day.
- 5.3.8 Where in any Gas Year a Supply Point is redesignated as Firm pursuant to paragraph 5.3.7, until the first Eligible Status Change Date which is more than 12 months after the date of such redesignation, no Supply Meter Point comprised in the Supply Point may be comprised in any Interruptible Supply Point (irrespective of the Registered User).
- 5.3.9 Where an Interruptible Supply Point is redesignated as Firm, or for the purposes of calculating charges where there has been a failure to Interrupt, the Registered Supply Point Capacity held by the Registered User at the DM Supply Point Component or the Supply Point respectively shall be whichever is the greater of the Prevailing Supply Point Capacity and the Bottom-Stop Supply Point Capacity (and the Supply Point Offtake Rate shall be unchanged).
- 5.3.10 Where a Supply Point is for the time being an Interruptible Supply Point:
- (a) by no later than 31 August 2012, a User of an Interruptible Supply Point shall by submitting a Supply Point Reconfirmation apply to change its status to a Firm Supply Point with effect from 1 October 2012.
  - (b) a User of an Interruptible Supply Point may not apply to change its status to a Firm Supply Point with a Supply Point Registration Date on a date between 1 September and 12 October 2012 (inclusive) other than on 1 October 2012.
  - (c) where any application by a User of an Interruptible Supply Point to change its status to a Firm Supply Point does not comply with paragraph 5.3.10(b) it shall be rejected by the Transporter.

- (d) where any User of an Interruptible Supply Point does not apply to change its status to a Firm Supply Point in accordance with paragraph 5.3.10(a), or where its application is rejected in accordance with paragraph 5.3.10(c), the User shall be deemed to have granted National Gas Transmission the authority to do so from 1 September 2012 and National Gas Transmission, by creating a Supply Point Offer and submitting a Supply Point Reconfirmation, shall change the status of an Interruptible Supply Point to a Firm Supply Point on 1 October 2012.
- (e) where National Gas Transmission creates a Supply Point Offer and submits a Supply Point Reconfirmation pursuant to paragraph 5.3.10(d) it will include within it all existing details relating to the existing Supply Point to generate the Supply Point Offer and Supply Point Reconfirmation.
- (f) in the event of a conflict between the provisions of paragraph 5.3.10 and any other provisions of paragraph 5, paragraph 5.3.10 shall apply.

#### **5.4 SDMC(I) Supply Points**

5.4.1 Where the Transporter reasonably determines, in relation to an Interruptible Supply Point with a DM Supply Point Component whose Annual Quantity does not exceed 58,600,000 kWh (2,000,000 therms), that (by reason of the location or other characteristics of the part of the System in which the Supply Point is located, or the nature of the consumer's plant) the operational benefits of the Transporter's ability to Interrupt the Supply Point would be materially diminished unless individual Output Nominations are made in respect of the Supply Point, the Transporter may designate the Supply Point as requiring individual Output Nominations for the purposes of TPD Section A4.5.3.

5.4.2 Any designation under paragraph 5.4.1 shall be:

- (a) in the case of an existing Supply Point Registration, by notice to the Registered User not later than the 5th Business Day in September in the Gas Year preceding the first Gas Year in which such designation is to be effective; or
- (b) in the case of a Proposed Supply Point Registration, in the Supply Point Offer.

#### **5.5 TNI Supply Points**

5.5.1 Where the Transporter determines that the relevant number of Days (in accordance with paragraph 5.5.2) would exceed 45 in any Gas Year, the Transporter may with effect from 1 October (or any other Day agreed with the Registered User) designate an Interruptible Supply Point as being a "**TNI Supply Point**" by giving notice of not less than 12 months (or such lesser period as the Registered User may agree) to the Registered User.

5.5.2 For the purposes of paragraph 5.5.1 the relevant number of Days is the number of Days on which, after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points, the Transporter estimates that, in a year of 1-in-50 Severe Annual Demand, Interruption would be required at the Supply Point.

5.5.3 Where the Transporter designates an Interruptible Supply Point as a TNI Supply Point, the Transporter's notice to the Registered User will specify the number of Days (exceeding 45) on which the Transporter may Interrupt the Supply Point or Tranche (in accordance with paragraph 5.10.1(b)) at the Supply Point in accordance with paragraph 5.7.

- 5.5.4 The Transporter may from time to time by a further notice (of not less than 12 months) under paragraph 5.5.1 or by agreement with the Registered User alter the Interruption Allowance of a TNI Supply Point.
- 5.5.5 Subject to paragraph 5.3.6, the Registered User may (whether on or after an Eligible Status Change Date) redesignate a Siteworks Specified TNI Supply Point as Firm in accordance with paragraph 6.9.3 or apply to redesignate the Interruption Allowance in respect of a TNI Supply Point to a Siteworks Specified number of Days.
- 5.5.6 The Transporter may withdraw the designation of a Supply Point as a TNI Supply Point by giving notice of not less than 12 months (or such lesser period as the Registered User may agree) to the Registered User.
- 5.5.7 Where a User submits a Supply Point Confirmation which becomes effective in respect of an Interruptible Supply Point:
- (a) if any Existing Supply Point is, or pursuant to a notice given by the Transporter to the Existing Registered User pursuant to paragraph 5.5.1 would have become, a TNI Supply Point, the Proposed Supply Point shall be, or as the case may be shall (with effect from the date when the Existing Supply Point would have become a TNI Supply Point) become, a TNI Supply Point;
  - (b) any Existing Supply Point is, but pursuant to a notice given by the Transporter pursuant to paragraph 5.5.6 would have ceased to be, a TNI Supply Point, the Proposed Supply Point shall (with effect from the date when the Existing Supply Point would have ceased to be a TNI Supply Point) cease to be a TNI Supply Point.
- 5.5.8 The Transporter will, within 10 Business Days after the date of any Supply Point Nomination in respect of an Interruptible Supply Point (or if later as soon as practicable thereafter), notify the Proposing User of whether (and where applicable the date from which) the Proposed Supply Point is or is to become, and/or is to cease to be, a TNI Supply Point pursuant to paragraphs 5.5.7.

## **5.6 Requirements as to Interruptible Supply Points**

- 5.6.1 Where a User is or is to become the Registered User of one or more Interruptible Supply Points the User shall:
- (a) not later than the relevant date (in accordance with paragraph 5.6.4) in respect of the first Interruptible Supply Point of which it becomes Registered User, provide to the Transporter at least one telephone number and at least one facsimile number (but not more than 4 numbers in total) by means of which the Transporter may contact, 24 hours a Day, a representative of the User, and the name(s) or title(s) of not more than 3 representatives of the User who may be contacted at such numbers;
  - (b) maintain the details provided under paragraph (a) up to date, and notify the Transporter of any change in such details before such change takes effect; and
  - (c) secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) or by facsimile.
- 5.6.2 A User shall, in relation to each Interruptible Supply Point of which it is or is to become the Registered User:

- (a) not later than the relevant date (in accordance with paragraph 5.6.4), provide to the Transporter:
  - (i) in accordance with paragraph 5.6.2(e), the names and/or job titles of representatives of the consumer ("**interruption contacts**") (who, for the avoidance of doubt, may be the same contacts as those referred to in TPD Section Q as "emergency contacts"), provided that the total number of interruption contacts provided for under this paragraph (and emergency contacts provided for under TPD Section Q) shall not exceed 5 in relation to any Supply Point;
  - (ii) at least 1 (but not more than 4) telephone numbers for each interruption contact by means of which the Transporter may contact, 24 hours a day, at least one interruption contact; and
  - (iii) one facsimile number, for the purposes of receiving communications pursuant to TPD Sections G and TPD Q, which is able to receive transmissions 24 hours a day;
- (b) take all reasonable steps to secure that the details provided under paragraph (a) are maintained up to date and to notify the Transporter of any change in such details before such change takes effect;
- (c) take all reasonable steps to secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) and by facsimile;
- (d) secure that the consumer acknowledges the right of the Transporter to contact the consumer in the circumstances in paragraph 5.8.4 and undertakes to comply with any notification by the Transporter thereunder; and
- (e) for the purposes of paragraph 5.6.2(a):
  - (i) in the case of an Interruptible Supply Point in respect of any site which is manned 24 hours a day, provide to the Transporter the name(s) and/or job title(s) of at least 1 but not more than 4 interruption contacts; and
  - (ii) in the case of an Interruptible Supply Point in respect of any site which is not manned 24 hours a day, provide to the Transporter the name(s) and/or job title(s) of at least 1 but not more than 2 interruption contacts.

5.6.3 For the purposes of enabling the Transporter to plan the exercise of its rights as to Interruption of Interruptible Supply Points, in relation to each Gas Year the Registered User of an Interruptible Supply Point or a Partner Supply Point will, if so required by the Transporter, not later than the relevant date (in accordance with paragraph 5.6.4) and thereafter from time to time upon any significant change in such details, obtain from the consumer or supplier and provide to the Transporter the consumer's best estimate of the following details:

- (a) whether or not gas is likely in normal circumstances to be offtaken at or between particular times of Day specified by the Transporter for the purposes of this paragraph 5.6.3;
- (b) the maximum quantity of gas to be offtaken on any Saturday and on any Sunday; and

- (c) holiday periods in each year during which gas will not be offtaken from the Total System at the Supply Point (or the DM Supply Point Component thereof).

5.6.4 For the purposes of this paragraph 5.6 the relevant date in respect of an Interruptible Supply Point or a Partner Supply Point is:

- (a) where the Registered User designates the Supply Point as Interruptible or as a Partner Supply Point from the date set in accordance with paragraph 5.6.1(b); or
- (b) the date on which the User submits a Supply Point Confirmation in respect of the Supply Point.

5.6.5 Where, in relation to any Interruptible Supply Point (but without prejudice to TPD Section C in relation to Renominations), the Registered User or supplier:

- (a) exercises (other than pursuant to an Interruption Notice under paragraph 5.8.1) any entitlement to require the consumer to discontinue consuming gas offtaken from the Total System on a Day; or
- (b) having exercised such an entitlement, authorises the consumer to resume such consumption

the Registered User will as soon as reasonably practicable, and in accordance with paragraph 5.6.7, inform the Transporter of the matters set out in paragraph 5.6.6, provided that the Registered User shall use reasonable endeavours to inform the Transporter not more than one hour after such discontinuance and/or not less than one hour before such resumption.

5.6.6 The matters to be informed by the Registered User to the Transporter pursuant to paragraph 5.6.5 are:

- (a) the identity of the Interruptible Supply Point;
- (b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and
- (c) an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.

5.6.7 For the purposes of paragraph 5.6.5 the User will give the relevant information to the Transporter by means of telephone or facsimile, unless it has given to the Transporter not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the Transporter for the purposes of paragraph 5.6.5 only by Batch Transfer Communication, and will promptly inform the Transporter by telephone or facsimile of the transmission of each such Batch Transfer Communication.

5.6.8 Where the Transporter notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 5.6.7, that User will promptly send to the Transporter by facsimile the information contained in that Batch Transfer Communication.

## 5.7 Interruption

5.7.1 For the purposes of the Code "**Interruption**" at a Supply Point means interruption on the Transporter's instruction (for one or more Days or parts of a Day) of the offtake of gas from the Total System at each Supply Meter Point comprised in the Supply Point, and references to a Supply Point being Interrupted and to the Transporter's right to Interrupt a Supply Point

shall be construed accordingly. Interruption at a Partner Firm Supply Point shall be treated as if the Interruption took place at the Partner Interruptible Supply Point.

5.7.2 Where (in accordance with this paragraph 5) the Transporter requires Interruption at a Supply Point:

- (a) the Registered User shall secure that (subject to paragraph 5.7.7) the requirement in paragraph (b) is complied with;
- (b) subject to paragraph 5.10.4, the requirement is that no gas (beyond the Shutdown Tolerance) shall be offtaken from the Total System at the Supply Point, with effect from the Interruption Start Time (in accordance with paragraph 5.8.1) and until such time as the Transporter shall specify in accordance with paragraph 5.8.5; and
- (c) the Registered User has a Firm Allowance greater than 3,000 kWh/Day (100 therms/Day) granted in accordance with paragraph 6.4 then no Shutdown Tolerance shall be available in accordance with paragraph (b). Where the Firm Allowance is less than 3,000 kWh/Day (100 therms/Day) a residual Shutdown Tolerance of 3,000 kWh/Day (100 therms/Day) less the Firm Allowance shall be available.

5.7.3 Subject to paragraph 5.7.5, the Transporter may require Interruption at an Interruptible Supply Point:

- (a) on any Day on which there is or the Transporter anticipates that there would otherwise be a relevant Transportation Constraint (in accordance with paragraph 5.7.4);
- (b) on not more than 3 Days in any Gas Year, where the Transporter has any reasonable doubt as to whether the requirements in paragraph 5.2.4 are satisfied or the provisions of this paragraph 5 in relation to Interruption are or are capable of being complied with in respect of the Supply Point, for the purposes of verifying such matters; and

the Transporter may, where it has issued an Interruption Notice pursuant to one of the above sub-paragraphs, issue a replacement Interruption Notice pursuant to a different sub-paragraph. From the time at which such replacement notice takes effect all rights, obligations or restrictions applicable to such replacement notice shall apply accordingly and shall supersede those applicable to the replaced notice.

5.7.4 A relevant Transportation Constraint is a Transportation Constraint which would be relieved (in whole or in part) by the discontinuance or suspension of offtake at the Interruptible Supply Point (provided that the Transporter will not be required to exercise its entitlement to require Interruption in respect of an Interruptible Supply Point which is a Maintenance Affected Point pursuant to TPD Section L4.3).

5.7.5 The number of Days (including parts of a Day) in respect of which the Transporter requires Interruption in respect of an Interruptible Supply Point in any Gas Year shall not exceed the following (the "**Interruption Allowance**"):

- (a) except in the case of a TNI Supply Point, 45 Days;
- (b) in the case of a TNI Supply Point, the number of Days for the time being specified pursuant to paragraph 5.5.3

provided that a Day in respect of which the Transporter gives more than one Interruption Notice shall be counted only as one Day of Interruption at the Supply Point provided further that the Transporter may continue to require Interruption at

certain Tranches at a Supply Point (up to the Interruption Allowance of such Tranches) where the Interruption Allowance of such Tranches is greater than that of other Tranches at the same Supply Point whose Interruption Allowances have been fully utilised.

- 5.7.6 Where a Supply Point Confirmation in respect of an Interruptible Supply Point becomes effective on a Day other than 1 October:
- (a) Days (in the Gas Year in which the Supply Point Registration Date falls) in respect of which the Transporter required Interruption of the Existing Supply Point, up to but not including the Supply Point Registration Date, shall be counted towards the use of the Interruption Allowance; provided that where the Proposed Supply Point is a New Supply Point the number of Days so counted shall be the average, weighted by reference to the Annual Quantity of each Supply Meter Point comprised in the New Supply Point, of the number of Days of Interruption in the relevant Gas Year in respect of each Interruptible Existing Supply Point;
  - (b) upon request of the Proposing User made after the Supply Point Registration Date, the Transporter will inform the Registered User of the number of Days counted towards the use of the Interruption Allowance pursuant to paragraph (a); and
  - (c) where the Proposed Supply Point comprises only New Supply Meter Points:
    - (i) if the Supply Point Registration Date is before 1 April in the relevant Gas Year, the Interruption Allowance shall be in accordance with paragraph 5.7.5;
    - (ii) if the Supply Point Registration Date is on or after 1 April in the relevant Gas Year, the Interruption Allowance shall be reduced from that determined in accordance with paragraph 5.7.5 by 1/6th for each completed month in such Gas Year after 1 April and before the Supply Point Registration Date.
- 5.7.7 In the case of an Interruptible Supply Point which is not comprised in a Partner Supply Point or a Shared Supply Meter Point, other than as provided in TPD Section G1.7.5, the Transporter may, at its discretion on application by the Registered User, allow the Registered User to satisfy the requirement for Interruption by a reduction in offtake rather than a total discontinuance in offtake at the Supply Point, in accordance with paragraph 5.10 ("**Partial Interruption**").
- 5.7.8 The exercise by the Transporter of any right (other than pursuant to this paragraph 5) to require or secure the discontinuance or reduction of offtake at any Supply Meter Point shall not count towards the use of the Interruption Allowance or otherwise count as Interruption for the purposes of this paragraph 5.
- 5.7.9 Without prejudice to the requirement under paragraph 5.7.2(b), it is acknowledged that pursuant to TPD Section H a User will be treated as having offtaken gas from the Total System at an Interruptible NDM Supply Point Component on a Day on which the Transporter required Interruption, and that such treatment will not constitute failure to Interrupt for the purposes of paragraph 5.9.
- 5.7.10 The Transporter will notify the Registered User when the Transporter requires an Interruptible Supply Point to be designated as an NSL (for the time being). Such notice will be sent no less than 20 Business Days in advance of the date of the required status change.
- 5.7.11 Where the Transporter has designated an Interruptible Supply Point as an NSL and its interruption has been required in accordance with paragraph 5.1.3(g), then the provisions of

paragraph 5.8.2 shall cease to apply to such Interruptible Supply Point for the period it is designated as an NSL.

- 5.7.12 When the Transporter no longer requires the Interruptible Supply Point to be designated as an NSL it shall notify the Registered User accordingly and from the date of such notification such Interruptible Supply Point shall cease to be so designated.
- 5.7.13 Any Interruptible Supply Point which has been designated as an NSL will not be treated as a TNI Supply Point unless such Interruptible Supply Point has been designated as a TNI Supply Point in accordance with paragraph 5.5.

## 5.8 Notification requirements

- 5.8.1 Where the Transporter requires or has a revised requirement for Interruption in respect of one or more Supply Points, the Transporter will give to the Registered User, not less than 5 hours before the time ("**Interruption Start Time**") with effect from which Interruption is required, notice ("**Interruption Notice**") specifying:
- (a) the Supply Points (and Tranches where applicable) to be Interrupted;
  - (b) the Gas Flow Day;
  - (c) the Interruption Start Time; and
  - (d) the Transporter's estimate (which shall not bind the Transporter) of the time at which the requirement for Interruption will cease to apply.
- 5.8.2 The User may request by telephone or facsimile an alteration to the Supply Points specified in the Interruption Notice; and where not less than 5 hours before the Interruption Start Time the Transporter and the User have agreed (but so that the Transporter shall not be required to agree) upon such an alteration, the Interruption Notice will be revised accordingly and resubmitted by the Transporter to the User as soon as reasonably practicable.
- 5.8.3 The User shall, by telephone or facsimile (or otherwise in accordance with this paragraph 5.8):
- (a) not later than 30 minutes after Interruption Notice was given, acknowledge receipt of that notice;
  - (b) not later than 5 hours after Interruption Notice was given, confirm to the Transporter that Interruption (in accordance with such notice) has taken place or shall take place;
  - (c) as soon as reasonably practicable, notify the Transporter of any facts or circumstances known to the User that might prevent Interruption from taking place or cause Interruption to take place after the Interruption Start Time; and
  - (d) in the case of a Partner Interruptible Supply Point confirm to the Transporter, at which Partner Supply Point the Interruption has taken place or will take place.
- 5.8.4 Where the User has not acknowledged receipt of an Interruption Notice within 30 minutes after such notice was given, the Transporter may not less than 4 hours before the Interruption Start Time notify the requirement for Interruption at each relevant Supply Point directly to the consumer, specifying the Gas Flow Day and Interruption Start Time.
- 5.8.5 Where the Transporter has given an Interruption Notice in respect of any Supply Point, as soon as reasonably practicable after the Transporter determines that the requirement for Interruption no longer applies or will at a certain time cease to apply (having regard to the circumstances in



accordance with paragraph 5.7.3 in which such notice was given), the Transporter will so notify the User specifying the time (where later than the time of such notification) at which the requirement for Interruption will no longer apply.

- 5.8.6 As soon as reasonably practicable after the Transporter has given one or more Interruption Notices, it will send to all relevant Registered Users an Active Notification Communication stating that, in relation to all Users who have made an election under paragraph 5.8.7, such Batch Transfer Communications have been sent by the Transporter.
- 5.8.7 A User may elect, by giving not less than one month's notice to the Transporter:
- (a) to receive all Interruption Notices in respect of Supply Points in relation to which it is Registered User; and
  - (b) to give all confirmations pursuant to paragraph 5.8.3(b)
- by means of Batch Transfer Communication.
- 5.8.8 Subject to paragraphs 5.8.9 and 5.8.10, where a User makes an election under paragraph 5.8.7, on expiry of the relevant period of notice Code Communications for the purposes of paragraphs 5.8.1 and 5.8.3(b) shall be given by Batch Transfer Communication, and where the User gives any Code Communication to the Transporter under this paragraph 5.8 by Batch Transfer Communication, the User must promptly inform the Transporter, by telephone or facsimile, of the transmission of such Batch Transfer Communication.
- 5.8.9 Where:
- (a) the Transporter has given to a User an Interruption Notice by Batch Transfer Communication;
  - (b) the User is unable, in accordance with TPD Section U4.5, to access such Batch Transfer Communication; and
  - (c) the User notifies the Transporter of such inability, by telephone or facsimile, not later than 30 minutes after the Interruption Notice was given
- the Transporter will give to the User Interruption Notice by facsimile, and this facsimile shall constitute an Interruption Notice for the purpose of establishing the Interruption Start Time.
- 5.8.10 Where any User has made an election pursuant to paragraph 5.8.7, that User may elect by notice to the Transporter:
- (a) to receive all Interruption Notices in respect of Supply Points in relation to which it is Registered User; and
  - (b) to give all confirmations under paragraph 5.8.3(b)
- by facsimile, provided that no election may be made under this paragraph 5.8.10 less than one month after the date of an election by that User under paragraph 5.8.7.
- 5.8.11 Where a User makes an election under paragraph 5.8.10, on expiry of one month from the date of the relevant notice, or from such other date as the Transporter and the User may agree, Code Communications for the purposes of paragraph 5.8.1 and 5.8.3(b) shall be given by telephone or facsimile.
- 5.8.12 Where an Interruptible Supply Point comprises Shared Supply Meter Point(s):

- (a) paragraph 5.8.2 shall not apply in respect of such Supply Point;
- (b) where there is more than one Interruptible Supply Point which comprises such Shared Supply Meter Point(s), any requirement for Interruption will apply in respect of all (and not some only) of such Interruptible Supply Points; and
- (c) where a Sharing Registered User Agent is appointed, any Interruption Notice will be submitted (notwithstanding any requirement for submission to any User) to such Agent as well as to the Sharing Registered Users of the Interruptible Supply Points.

## 5.9 Failure to Interrupt

### 5.9.1 For the purposes of the Code:

- (a) subject to paragraph (b), there is a **"failure to Interrupt"** at an Interruptible Supply Point where, on any occasion on which the Transporter requires Interruption in respect of the Supply Point, the requirement in paragraph 5.7.2(b) is not complied with in respect of each Supply Meter Point at any time on any Day (the **"failure Day"**) during the period referred to in that paragraph;
- (b) a failure to comply with a requirement for Interruption pursuant to paragraph 5.7.3(b):
  - (i) will not be counted as a failure to Interrupt for the purposes of paragraph 5.9.6;
  - (ii) subject to paragraph (i), will be counted as a failure to Interrupt if:
    - (1) the User does not demonstrate to the reasonable satisfaction of the Transporter that all appropriate steps are being taken to ensure that such a failure does not recur at the relevant Supply Point; or
    - (2) the failure is the third failure occurring at the relevant Supply Point during the same Gas Year to comply with a requirement for Interruption pursuant to paragraph 5.7.3(b);but not otherwise;
- (c) for the purposes of this paragraph 5.9 a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point;
- (d) the **"Period of Interruption"** is the period between the Interruption Start Time and the time specified in accordance with paragraph 5.8.5;
- (e) **"Shutdown"** means that in the event of interruption all of the gas consuming plant at the Supply Point has been turned off so that it is not consuming gas; and
- (f) **"Shutdown Tolerance"** means the amount of gas not exceeding 3,000kWh/Day (100 therms/Day) which may be offtaken, in the event of a Shutdown, at an Interruptible Supply Point, or in the case of a Shared Supply Meter Point that comprises more than one Interruptible Supply Point, in total at such Supply Points.

### 5.9.2 Where there is a failure to Interrupt at a Supply Point:

- (a) irrespective of whether the failure to Interrupt resulted from Force Majeure, where the Transporter determines that the failure to Interrupt results in a significant risk to the

security of the relevant System the Transporter may take any steps available to it to isolate or disconnect any or all Supply Meter Points (irrespective of whether any is a Shared Supply Meter Point) comprised in the Supply Point; and

- (b) subject to paragraph 5.10.5, save where the failure to Interrupt resulted from Force Majeure or, in exceptional circumstances, where the Registered User can demonstrate to the Transporter's reasonable satisfaction that it made all reasonable efforts to Shutdown (including but not limited to ensuring that appropriate action is taken at the Supply Point but despite such efforts gas in excess of the Shutdown Tolerance flowed):
- (i) the Registered User shall on the first Day of the first failure to Interrupt in any Gas Year, pay a charge determined as:
- (1) in respect of an NTS Supply Point, 2 times the Applicable Annual Rate of the NTS Exit Capacity Charge
  - (2) in respect of a Supply Point which is not an NTS Supply Point, 2 times the difference between the Applicable Annual Rate of the LDZ Capacity Charge that would be payable (in respect of Supply Point Capacity in accordance with paragraph 5.3.9) if the Supply Point was designated as Firm the Applicable Annual Rate of the LDZ Capacity Charge (as discounted) payable in respect of the Interruptible Supply Point pursuant to paragraph 5.1.9(b); and
- (ii) the Registered User shall pay, on all days other than the first Day of the first Period of Interruption in each Gas Year, a charge determined as:

$$X = 2 * Y * Z$$

where:

- X is the amount payable in respect of each Day;
- Y is the quantity of gas offtaken at the Supply Point ( in kWh ) on the Day;
- Z in any Gas Year is the price difference ( in pence/kWh ) taken from the figures published in Table 26 of the DTI Energy Trends ( or superseding publication), for the 1st Quarter of the calendar year in which the current Gas Year commenced, between the all consumer average for Gas Oil (shown in £/tonne and converted to pence/kWh using the estimated average calorific value for Gas Oil set out in Annex B of the Digest of United Kingdom Energy Statistics) and the price of gas, all consumers, Interruptible.

5.9.3 The charges payable under paragraphs 5.9.2(b)(i), 5.9.2(b)(ii), 5.9.4 and 5.10.3 will be invoiced and are payable in accordance with TPD Section S.

5.9.4 Where the Transporter takes any such steps as are referred to in paragraph 5.9.2(a) the Registered User will be liable to reimburse to the Transporter the costs and expenses incurred by the Transporter in taking such steps and in any subsequent reconnection or restoration of the connection of the Supply Point.

5.9.5 The Registered User shall secure that there is made available to the Transporter such access to the Supply Point and all Supply Meter Points comprised in the Supply Point as shall be required for the purposes of paragraph 5.9.2(a).

5.9.6 In addition to the provisions of paragraphs 5.9.2 and 5.9.5, where (disregarding any failure to Interrupt which resulted from Force Majeure):

- (a) in any Gas Year in which there has on any Day been a failure to Interrupt at any Registered Interruptible Supply Point(s) of a User, there is on a later Day a failure to Interrupt (at the same or any other Registered Interruptible Supply Point(s)); and
- (b) the number of occasions (including the failure(s) on such later Day) on which there have been failures to Interrupt at the User's Registered Interruptible Supply Points is equal to or greater than:
  - (i) 5; or
  - (ii) if more, the number (rounded up to the nearest whole number) equal to 5% of the mean of the numbers of Interruptible Supply Points of which the User is the Registered User at the time of each such failure to Interrupt

in determining which each failure at any Supply Point shall count separately, paragraph 5.9.7 shall apply.

5.9.7 In the circumstances in paragraph 5.9.6, subject to paragraph 5.9.8:

- (a) all of the Interruptible Supply Points of which the User is Registered User, other than those within paragraph (b), shall automatically be redesignated as Firm with effect from the failure Day;
- (b) in relation to each such Supply Point in respect of which the Transporter determines that the Firm Transportation Requirement would not (without adjustment of the Supply Point Capacity or Supply Point Offtake Rate) be satisfied and in relation to such Supply Points as are specified in paragraph 5.9.8:
  - (i) the Supply Point shall be treated as being a Firm Supply Point for the purposes of determining the Supply Point Transportation Charges and any Supply Point Ratchet Charges or NTS Exit Overrun Charges payable by the User, but shall be treated (subject to paragraph (ii)) as being an Interruptible Supply Point for other purposes of the Code;
  - (ii) the Transporter will be at liberty to inform the supplier and consumer of the occurrence and consequences of the circumstances in paragraph 5.9.6;
  - (iii) the Transporter may elect that (in relation to any or all requirements for Interruption) paragraphs 5.8.1, 5.8.2 and 5.8.3 shall not apply and may notify the consumer in accordance with paragraph 5.8.4 but without first communicating with the User;
- (c) until the expiry of the Gas Year following that in which the failure to Interrupt occurred, the User may not designate any Supply Point (including any which was redesignated as Firm under paragraph (a) or is treated as Firm under paragraph (b)) as Interruptible and may not submit a Supply Point Confirmation in respect of any Proposed Supply Point which is Interruptible.

5.9.8 Paragraph 5.9.7 shall not apply where the User demonstrates to the Transporter's reasonable satisfaction that the User had taken all reasonable steps to comply with the requirement to Interrupt and that the failure to Interrupt occurred despite the taking of such steps.

- 5.9.9 Where an Interruptible Supply Point, other than one which was the subject of a failure to Interrupt referred to in paragraph 5.9.2, was redesignated as Firm pursuant to paragraph 5.9.7(a), any User who:
- (a) is the first User to have become the Registered User of a Firm Supply Point which includes a Supply Meter Point which was comprised in the Interruptible Supply Point; and
  - (b) is not the User which was the Registered User of such Interruptible Supply Point
- may designate such Firm Supply Point as Interruptible with effect from the Supply Point Registration Date.
- 5.9.10 No Day on which there is a failure to Interrupt at a Supply Point shall count towards use of the Interruption Allowance in respect of that Supply Point.
- 5.9.11 The following shall not be Force Majeure affecting a User for the purposes of this paragraph 5.9:
- (a) the unavailability of any such representative as is referred to in paragraph 5.6.1 or 5.6.2 of the User or the consumer to be contacted by the Transporter, other than for wholly unforeseeable and unavoidable reasons (which must also satisfy the conditions for being Force Majeure); and
  - (b) the fact that there is no facility for the consumer's plant to operate with a supply of fuel or energy alternative to or in substitution for gas.

## 5.10 Partial Interruption

5.10.1 For the purposes of this paragraph 5.10:

- (a) **"Tranche"** means one of two or more increments by which the User of an Interruptible Supply Point may reduce its offtake (or by which Sharing Registered Users may reduce their offtake in aggregate) from the relevant System during a Period of Interruption;
- (b) **"Tranche Annual Quantity"** means in respect of each Tranche, the Tranche percentage multiplied by the Supply Point Annual Quantity;
- (c) **"Tranche Quantity"** means the quantity of gas, measured in kWh, that shall be allowed to be offtaken from the Total System at each Tranche in any period of 60 minutes in any Day in respect of which an Interruption Notice has been served; and
- (d) **"Tranche Percentage"** means in respect of each Tranche, the Tranche Quantity expressed as a percentage of the sum of all the Tranche Quantities at the Supply Point.

5.10.2 The Transporter may allow Partial Interruption at an Interruptible Supply Point provided that the following rules are satisfied:

- (a) the User (or Sharing Registered Users) shall specify the number of Tranches which it requires at the Supply Point, such number shall not exceed 9;
- (b) each Tranche Annual Quantity shall not be less than 5,860,000kWh (200,000 therms);
- (c) an application may be made by the User (or Sharing Registered Users) to the Transporter for a Partial Interruption status at a Supply Point at any time, for a period

not exceeding 12 months, commencing on or after the operational date requested by the User (or Sharing Registered Users) and ending on the next 30 September;

- (d) the Transporter shall accept or reject all applications for Partial Interruption within 10 Business Days of their receipt by the Transporter from a Registered User or the Sharing Registered Users Agent as appropriate; and
- (e) Daily Read Equipment has been installed by the Transporter at the Supply Point prior to the commencement of Partial Interruption status.

5.10.3 Where Partial Interruption is in force at a Supply Point under paragraph 5.10, the Registered User (or Sharing Registered Users) in accordance with paragraph 6.4 shall pay to the Transporter the Administration Charge (if any) set out in the Transportation Statement. The Transporter shall (where applicable) issue an Ad-hoc Invoice in relation to the Administration Charge which will be invoiced and payable in accordance with TPD Section S.

5.10.4 Where the Transporter requires Interruption at the Supply Point:

- (a) in any period of 60 minutes in the Day, and subject always to TPD Section G5.3.1 and to the provisions of any relevant Network Exit Provisions, the Registered User will be allowed to offtake a quantity of gas;
- (b) for the purposes of paragraph 5.9.1(a), the requirement of paragraph 5.7.2(b) shall not be satisfied where the hourly offtake in paragraph (a) has been exceeded; and
- (c) the provisions of paragraphs 5.9.2(a) and 5.10.5 shall apply.

5.10.5 Where there is a failure to Interrupt at a Supply Point with Partial Interruption status:

- (a) where this is the first failure to Interrupt at the Supply Point in the Gas Year, the Registered User (or Sharing Registered Users) shall pay the charge determined under paragraph 5.9.2(b)(i), multiplied by the sum of the Tranche Percentages of the Tranches in respect of which an Interruption Notice was served;
- (b) for the remainder of the Gas Year any Tranche which has paid a failure to Interrupt charge in accordance with paragraph (a) above or paragraph (d) shall be termed a **"failed Tranche"**; and
- (c) where on any subsequent day in the Gas Year there is a failure to Interrupt at the Supply Point and the failure to Interrupt occurs only at failed Tranches, (determined in accordance with paragraph 5.10.5(b));
  - (i) for each period of 60 minutes in the Day, the quantity offtaken in excess of the Tranche Quantity of all Tranches in respect of which the Interruption Notice was not served shall be termed the "excess failure quantity";
  - (ii) the Registered User (or Sharing Registered Users) shall pay the charge calculated in accordance with paragraph 5.9.2(b)(ii), provided that Y shall be the total excess failure quantities in the Day; and
- (d) where on any subsequent day in the Gas Year there is a failure to Interrupt at the Supply Point and the failure to Interrupt occurs at one or more Tranches which are not failed Tranches (determined in accordance with paragraph 5.10.5(b)), the Registered User (or Sharing Registered Users) shall pay the charge determined under paragraph 5.9.2(b)(i), multiplied by the sum of the Tranche Percentages of the Tranches in respect of which an Interruption Notice was served, less the sum of the Tranche

Percentages of the failed Tranches (determined in accordance with paragraph 5.10.5(b)) in respect of which the Interruption Notice was served.

- 5.10.6 The Transporter shall revoke the Partial Interruptible status at a Supply Point if:
- (a) the Supply Point ceases to be an Interruptible Supply Point;
  - (b) subject to paragraph 5.10.7, the User ceases to be the Registered User of the Supply Point; or
  - (c) in the case of a Supply Point which comprises a Shared Supply Meter Point there is a Shared Supply Meter Point Notification which proposes to change the number or identity of any sharing Registered Users, or a Supply Point Withdrawal unless a re-application in accordance with paragraph 5.10.14 has been accepted.
- 5.10.7 Except in the case of a Shared Supply Meter Point, where another User is to become the Registered User of relevant Supply Point, the Proposing User shall, at least 2 but not more than 7 Business Days prior to the proposed Supply Point Registration Date, notify the Transporter of such change. The Partial Interruption status of the Supply Point shall transfer to the new Registered User provided that the requirements of paragraph 5.10.2 remain satisfied.
- 5.10.8 If the Registered User (or Sharing Registered Users) wishes to change the number of Tranches or any of the Tranche Quantities, the Transporter shall, subject to paragraph 5.10.2, allow such change provided that the Interruption Allowance in relation to any Tranches shall not be changed.
- 5.10.9 Subject to paragraph 5.10.2(a), if the Registered User (or Sharing Registered Users) wishes to increase the Supply Point Capacity of the Interruptible Supply Point, the Transporter may grant such additional Supply Point Capacity as an additional Tranche with an Interruption Allowance which may be greater than the Interruption Allowance of any of the existing Tranches at the Supply Point.
- 5.10.10 If the Supply Point ceases to have Partial Interruption status, but continues to be an Interruptible Supply Point, the Interruption Allowance of the Supply Point shall be the greatest Interruption Allowance of any of the Tranches previously at the Supply Point.
- 5.10.11 Where any of the Tranches at the Interruptible Supply Point has an Interruption Allowance greater than 45 days, for the purposes of paragraph 5.5.4, the Interruption Allowance shall be determined by the sum of the products of the Tranche Percentage and the Interruption Allowance of each Tranche at the Interruptible Supply Point.
- 5.10.12 Nothing in this paragraph 5.10 shall prevent the Transporter from requiring Interruption at all Tranches at the Supply Point on the same Day.
- 5.10.13 In the case of a Partial Interruption at a Shared Supply Meter Point:
- (a) the Sharing Registered Users shall ensure that all actions which are required to be undertaken by the Sharing Registered Users in accordance with this paragraph 5.10 (including compliance with paragraph 5.10.2) shall be undertaken on behalf of all the Sharing Registered Users by the Sharing Registered Users Agent and for the purposes of this paragraph 5.10 all Code Communications shall be in accordance with TPD Section G1.7.9(d); and

- (b) all references to Supply Point in this paragraph 5.10 shall be deemed to include references to the relevant Supply Point for the purposes of TPD Section G1.7 and paragraphs 6.3 and 6.4.

5.10.14 The Sharing Registered User Agent may re-apply for Partial Interruption at the relevant Supply Point in accordance with 5.10.2(c) and, pursuant to such re-application the Partial Interruption Status of the Supply Point shall transfer to the Sharing Registered Users identified in the re-application provided the requirements of paragraph 5.10.2 remain satisfied.

## 5.11 Partial Interruption at CSEPs

5.11.1 For the purposes of this paragraph 5.11:

- (a) **"Tranche"** means one of two or more increments by which the CSEP User of an Interruptible CSEP may reduce its offtake (or by which CSEP Users may reduce their offtake in aggregate) from the relevant System during a Period of Interruption;
- (b) **"Tranche Annual Quantity"** means in respect of each Tranche, the Tranche Percentage multiplied by the Interruptible CSEP Annual Quantity;
- (c) **"Tranche Quantity"** means the quantity of gas, measured in kWh, that shall be allowed to be offtaken from the Total System at each Tranche in any period of 60 minutes in any Day in respect of which a CSEP Interruption Notice has been served;
- (d) **"Tranche Percentage"** means in respect of each Tranche, the Tranche Quantity expressed as a percentage of the sum of all the Tranche Quantities at the Interruptible CSEP; and
- (e) **"CSEP Interruption Notice"** shall have the same meaning as that ascribed thereto by the term Interruption Notice except that it shall apply in respect of a CSEP rather than a Supply Point.

5.11.2 The Transporter may allow Partial Interruption at an Interruptible CSEP provided that the following rules are satisfied:

- (a) the CSEP User (or CSEP Users) shall specify the number of Tranches which it requires at the Interruptible CSEP, such number shall not exceed 9;
- (b) each Tranche Annual Quantity shall not be less than 5,860,000kWh (200,000 therms);
- (c) an application may be made by the CSEP User (or CSEP Users) to the Transporter for a Partial Interruption status at an Interruptible CSEP at any time, for a period not exceeding 12 months, commencing on or after the operational date requested by the CSEP User (or CSEP Users) and ending on the next 30 September;
- (d) the Transporter shall accept or reject all applications for Partial Interruption within 10 Business Days of their receipt by the Transporter from a CSEP User or the CSEP User Agent as appropriate; and
- (e) where requested by the Transporter, equipment (as set out in the relevant CSEP NExA) to provide information to the Transporter in aggregate to allow the Transporter to monitor the requirements in paragraph 5.11.4 shall be installed by the CSEP User (the identity of which has been notified by the CSEP User Agent where there is more than one CSEP User) prior to the commencement of Partial Interruption status.



5.11.3 Where Partial Interruption is in force at an Interruptible CSEP under this paragraph 5.11, the CSEP User (or CSEP Users) shall pay to the Transporter the relevant Administration Charge (if any) set out in the Transportation Statement. The Transporter shall (where applicable) issue an Ad-hoc Invoice in relation to the Administration Charge which will be invoiced and payable in accordance with TPD Section S.

5.11.4 Where the Transporter requires Interruption at an Interruptible CSEP:

- (a) in any period of 60 minutes in the Day, and subject always to TPD Section G5.3.1 and to the provisions of any relevant Network Exit Provisions, the CSEP User will be allowed to offtake a quantity of gas, (and CSEP Users will be allowed to offtake a quantity in aggregate), measured in kWh, not exceeding the sum of the Tranche Quantities of the Tranches at the Interruptible CSEP in respect of which an Interruption Notice has not been served;
- (b) for the purposes of paragraph 5.9.1(a), the requirement of paragraph 5.7.2(b) shall not be satisfied where the hourly offtake in paragraph (a) has been exceeded; and
- (c) the provisions of paragraph 5.9.2(a) and 5.11.5 shall apply.

5.11.5 Where there is a failure to Interrupt at an Interruptible CSEP with Partial Interruption status:

- (a) where this is the first failure to Interrupt at the Interruptible CSEP in the Gas Year, the CSEP User (or CSEP Users) shall pay the charge determined under paragraph 5.9.2(b)(i), multiplied by the sum of the Tranche Percentages of the Tranches in respect of which an Interruption Notice was served;
- (b) for the remainder of the Gas Year any Tranche which has paid a failure to Interrupt charge in accordance with paragraph (a) above or paragraph (d) shall be termed a "**failed Tranche**";
- (c) where on any subsequent day in the Gas Year there is a failure to Interrupt at the Interruptible CSEP and the failure to Interrupt occurs only at failed Tranches (determined in accordance with paragraph 5.11.5(b));
  - (i) for each period of 60 minutes in the Day, the quantity offtaken in excess of the Tranche Quantity of all Tranches in respect of which the Interruption Notice was not served shall be termed the "excess failure quantity";
  - (ii) the CSEP User (or CSEP Users) shall pay the charge calculated in accordance with paragraph 5.9.2(b)(ii), provided that Y shall be the total excess failure quantities in the Day; and
- (d) where on any subsequent day in the Gas Year there is a failure to Interrupt at the Interruptible CSEP and the failure to Interrupt occurs at one or more Tranches which are not failed Tranches (determined in accordance with paragraph 5.11.5(b)), the CSEP User (or CSEP Users) shall pay the charge determined under paragraph 5.9.2(b)(i), multiplied by the sum of the Tranche Percentages of the Tranches in respect of which an Interruption Notice was served, less the sum of the Tranche Percentages of the failed Tranches (determined in accordance with paragraph 5.11.5(b)) in respect of which the Interruption Notice was served.

5.11.6 The Transporter shall revoke the Partial Interruptible status at an Interruptible CSEP if:

- (a) the CSEP ceases to be an Interruptible CSEP; or

- (b) subject to paragraph 5.11.7, any CSEP User ceases to be a CSEP User for any reason, or where a User becomes a CSEP User.
- 5.11.7 Where at an Interruptible CSEP there is only one CSEP User and an alternative CSEP User is to become the CSEP User of relevant CSEP, the Proposing CSEP User shall, at least 2 but not more than 7 Business Days prior to the proposed Supply Point Registration Date, notify the Transporter of such change. The Partial Interruption status of the Interruptible CSEP shall transfer to the new CSEP User provided that the requirements of paragraph 5.11.2 remain satisfied.
- 5.11.8 Where, at an Interruptible CSEP, any CSEP User ceases to be a CSEP User for any reason or where a User becomes a CSEP User, then the CSEP User Agent may re-apply for Partial Interruption in accordance with paragraph 5.11.2 and pursuant to such re-application the Partial Interruption Status of the CSEP shall transfer to the CSEP User (or CSEP Users) identified in the re-application provided the requirements of paragraph 5.11.2 remain satisfied.
- 5.11.9 If the CSEP User (or CSEP Users) wishes to change the number of Tranches or any of the Tranche Quantities, the Transporter shall, subject to paragraph 5.11.2, allow such change provided that the Interruption Allowance in relation to any Tranches shall not be changed.
- 5.11.10 Subject to paragraph 5.11.2(a), if the CSEP User (or CSEP Users) wishes to increase the NTS Exit Capacity and LDZ capacity ( as applicable) of the Interruptible CSEP, the Transporter may grant such additional NTS Exit Capacity and LDZ Capacity (as applicable) as an additional Tranche with an Interruption Allowance which may be greater than the Interruption Allowance of any of the existing Tranches at the Interruptible CSEP.
- 5.11.11 If the Interruptible CSEP ceases to have Partial Interruption status, but continues to be an Interruptible CSEP, the Interruption Allowance of the Interruptible CSEP shall be the greatest Interruption Allowance of any of the Tranches previously at the Interruptible CSEP.
- 5.11.12 Where any of the Tranches at the Interruptible CSEP has an Interruption Allowance greater than 45 days, for the purposes of paragraph 5.5.4, the Interruption Allowance shall be determined by the sum of the products of the Tranche Percentage and the Interruption Allowance of each Tranche at the Interruptible CSEP.
- 5.11.13 Nothing in this paragraph 5.11 shall prevent the Transporter from requiring Interruption at all Tranches at the Interruptible CSEP on the same Day.
- 5.11.14 In the case of Partial Interruption at an Interruptible CSEP:
- (a) the CSEP Users shall ensure that all actions which are required to be undertaken by the CSEP Users in accordance with this paragraph 5.11 (including compliance with paragraph 5.11.2) shall be undertaken on behalf of all the CSEP Users by the CSEP User Agent; and
  - (b) for the purpose of this paragraph 5.11 all Code Communications:
    - (i) if to be given by the Transporter may be given to the CSEP Users Agent;
    - (ii) if to be given by CSEP Users may only be given by the CSEP User Agent.
- 5.11.15 The CSEP User Agent may re-apply for Partial Interruption in accordance with 5.11.2(c) and, pursuant to such re-application, the Partial Interruption Status of the Interruptible CSEP shall transfer to the CSEP Users identified in the re-application provided the requirements of paragraph 5.11.2 remain satisfied.

5.11.16 All references within this paragraph 5.11 to sub-paragraphs of paragraph 5 shall be construed in accordance with the relevant CSEP Ancillary Agreement or the relevant CSEP NExA.

## **6. TRANSITIONAL INTERRUPTION REGIME: OTHER TPD CHANGES**

### **6.1 TPD Section B: System Use and Capacity**

6.1.1 Notwithstanding the provisions of TPD Section B1.3.2, the entitlement of a Registered User to offtake gas from the Total System at an Interruptible Supply Point is subject to the provisions (as to Interruption) of paragraph 5.

6.1.2 For the purposes of TPD Section B1.10(a)(ii), the Transporter may agree that it will not designate a particular Interruptible Supply Point as being TNI.

6.1.3 Insofar as (pursuant to the Transportation Statement) the rate of any Transportation Charge in respect of any Supply Point is a function of Supply Point Capacity, in the case of the DM Supply Point Component of an Interruptible Supply Point such rate shall be determined (in accordance with the Transportation Statement) by reference to the Bottom-Stop Supply Point Capacity and not the Registered Supply Point Capacity.

6.1.4 In TPD Section B4.7.1 and 4.7.8(a) the reference to a DM Supply Point Component shall be treated as a reference to a Firm DM Supply Point Component.

### **6.2 TPD Section G1.5: Daily Read Metering**

6.2.1 For the purposes of TPD Section G1.5.2(b), the Daily Read Requirement shall apply in respect of each Supply Meter Point comprised in an Interruptible Supply Point.

6.2.2 TPD Section G1.5.11 shall only apply where the Daily Read Requirement applies by reason of an increase in the Annual Quantity of a Supply Point or a Supply Meter Point at the start of a Gas Year or upon a Supply Point being designated an Interruptible Supply Point.

### **6.3 TPD Section G1.7: Shared Supply Meter Points**

6.3.1 For the purposes of TPD Section G1.7.5, a Shared Meter Supply Point may be comprised in a Firm Supply Point and an Interruptible Supply Point; and a User may elect (by giving a Shared Supply Meter Point Notification subject to and in accordance with TPD Section G1.7) that a Supply Meter Point of which the User is the Registered User shall be comprised in both Supply Point and an Interruptible Supply Point of each of which the User is the Registered User (and accordingly be treated as two Sharing Registered Users).

6.3.2 In the case of a Shared Supply Meter Point which is comprised in relevant Supply Points of which at least one is Firm and one Interruptible (whether the Registered Users are the same or different Users), where an Interruption Notice was given:

(a) in relation to any Day for which the requirement for Interruption applied for the whole of such Day:

(i) the requirement in paragraph 5.7.2(b) shall be treated as not complied with if and only if, in the case of Partial Interruption the requirement referred to in paragraph 5.10.4(b) is not satisfied and in any other case, the aggregate quantity of gas offtaken from the Total System on such Day by all Sharing Registered Users at the Shared Supply Meter Point exceeds the Supply Point Capacity (or aggregate such capacity), held by the Registered User(s) at relevant Firm DM Supply Point Components;

- (ii) accordingly, the allocation of the gas offtaken at the Shared Supply Meter Point shall not be such that the UDQO (or sum of the UDQOs) in respect of the Firm Supply Point Component(s) exceeds the Supply Point Capacity (or aggregate such capacity), other than capacity which is so excluded, held by the Registered User(s) at such Firm Supply Point Component(s), and any gas which would otherwise be allocated to the Registered User of a relevant Firm Supply Point shall be (and shall be deemed to be) allocated to the Registered User(s) of the relevant Interruptible Supply Point(s);
  - (iii) if there is more than one relevant Interruptible Supply Point and the basis of allocation pursuant to TPD Section G1.7.6 does not result in compliance with paragraphs (i) and (ii) and the allocation of the whole of the Supply Meter Point Daily Quantity:
    - (1) the gas which falls (pursuant to paragraph (ii)) to be allocated to the Registered Users of the relevant Interruptible Supply Points shall be allocated to them in proportion to the Nominated Quantities under such Users' Output Nominations for the relevant DM Supply Point Components for the Day or (if such Nominated Quantity is zero for each such User) in proportion to the Registered Supply Point Capacities at each such DM Supply Point Component;
    - (2) the identity of the User(s) who failed to secure compliance with the requirement in paragraph 5.7.2(b) shall be established in accordance with paragraph (1);
  - (iv) any conflicting allocation determined under TPD Section G1.7.7 or notified under paragraph TPD Section G1.7.8 shall be disregarded to the extent of the conflict;
- (b) in relation to any Day for which the requirement for Interruption applied for a part only of such Day:
- (i) the requirement in paragraph 5.7.2(b) shall be treated as not complied with if the aggregate rate of offtake at any time (while such requirement applied) exceeds the aggregate of the Supply Point Offtake Rates in respect of relevant Firm DM Supply Point Components; and
  - (ii) where there is more than one relevant Interruptible Supply Point, each of the Sharing Registered Users of the Interruptible Supply Points shall be treated as having failed to secure compliance with such requirement;
- (c) in relation to any Day for which the requirement for Interruption applied (whether for the whole or any part of such Day) and the requirement in paragraph 5.7.2(b) was not complied with, each of the Sharing Registered Users of the Interruptible Supply Points shall be responsible for payment of the aggregate of the charges, in respect of all the Interruptible Supply Points in which such Shared Supply Meter Point is comprised (irrespective of the Supply Point at which the failure occurred), arising as a result of such failure, in the same proportion as its allocation pursuant to TPD Section G1.7.9(c).
- 6.3.3 TPD Section G1.7.14 shall not apply and where the rate of any Supply Point Transportation Charge is a function of Supply Point Capacity, the rate of such charge payable by a Sharing Registered User shall be determined on the basis of:

- (a) the aggregate of the Supply Point Capacities held by each Sharing Registered User at the relevant Firm DM Supply Point Components; and
- (b) the aggregate of the Supply Point Capacities held by each Sharing Registered User at the relevant Interruptible DM Supply Point Components or the aggregate of the Bottom-Stop Supply Point Capacities held by each Sharing Registered User at the relevant Interruptible DM Supply Point Components, whichever is the lesser.

#### **6.4 TPD Section G1.15: Interruptible Supply Point Firm Allowance (IFA)**

6.4.1 The Registered User of an Interruptible Supply Point (the “**relevant Supply Point**”) which term shall include the Supply Point Component comprised in it) that is not comprised in a Shared Supply Meter Point which also includes Firm Supply Points, may apply (subject to paragraph 6.4.2) in accordance with paragraphs 6.4.3 and 6.4.4 for a firm allowance up to (or subject to paragraph 6.4.3, above) 14,650 kWh/Day (500 therms/Day) (“**the Firm Allowance**”).

6.4.2 Where a Firm Allowance is in force under paragraph 6.4.3:

- (a) the Firm Allowance shall be treated as an exception to paragraph 5.7.2(b) such that the requirement that no gas shall be offtaken be read as no gas, other than the Firm Allowance shall be offtaken, and at an hourly rate not exceeding 12.5% of the Firm Allowance unless otherwise agreed with the Transporter in advance;
- (b) the Registered User shall pay to the Transporter the Administration Charges (if any) set out in the Transporter's Transportation Statement;
- (c) the rate of any Supply Point Transportation Charge shall be determined by reference to the Supply Point Capacity held by the Registered User at the relevant Supply Point at the time that the offer of Firm Allowance has been offered by the Transporter in accordance with paragraphs 6.4.3 and 6.4.4;
- (d) the Registered User shall pay a charge (“**the IFA Charge**”) to:
  - (i) National Gas Transmission, calculated as the NTS Exit Capacity Charge set out in National Gas Transmission's Transportation Statement;
  - (ii) the relevant DN Operator, calculated as the difference between the LDZ Capacity Charge set out in the relevant DN Operator's Transportation Statement and the discounted LDZ Capacity Charge payable pursuant to Clause 9.1.9(b) determined in respect of an amount of Supply Point Capacity equal to the amount of the Firm Allowance;
- (e) for the purposes of determining the IFA Charges payable by the Registered User in respect of the provision of a Firm Allowance at an NTS Supply Point, the Firm Allowance shall be regarded as the Supply Point Capacity of a Firm Supply Point;
- (f) all amounts payable under this paragraph 6.4 shall be payable in a single payment, may be invoiced by way of an Ad-hoc Invoice, at any time after the Registered User's election and shall be paid in accordance with TPD Section S. The charges shall be fixed in accordance with paragraph 6.4.2(h) having regard to the date on which the period of the Firm Allowance commences in accordance with paragraph 6.4.3(c) or 6.4.4 and are not refundable;

- (g) where the Transporter requires Interruption at the relevant Supply Point the provisions of paragraph 5.7 shall apply;
- (h) the IFA Charge shall be determined for the period of the Firm Allowance commencing on 1 October in accordance with paragraph 6.4.3(c) or 6.4.4, or (if later in the Gas Year) on a pro rata basis for the period commencing on the date of receipt by the Transporter of the confirmation in accordance with paragraph 6.4.3(c) and ending on 30 September; and
- (i) where a change to the IFA Charge takes place at anytime during a Gas Year no adjustments will be made to the IFA Charge paid before such change.

6.4.3 Applications under paragraph 6.4.1 in respect of a relevant Supply Point in which there is no current Firm Allowance in force, or in respect of which an increase is required to a current Firm Allowance, the increase:

- (a) shall be for a period commencing 1 October or (if later in the Gas Year) the date of receipt by the Transporter of the confirmation in accordance with paragraph (c) and ending on 30 September;
- (b) shall be offered, or rejected by the Transporter within 10 Business Days;
- (c) if offered by the Transporter, are open for confirmation by the Registered User for 5 Business Days from the date of offer;
- (d) for a Firm Allowance of 14,650 kWh (500 therms/Day) or less shall be considered in the order in which they were received by the Transporter;
- (e) for a Firm Allowance in excess of 14,650 kWh/Day (500 therms/Day), received by the Transporter prior to 1 October in respect of the next Gas Year shall, unless otherwise indicated on the application, be treated initially as an application for a Firm Allowance of 14,650 kWh/Day (500 therms/Day) the balance being processed on or after 1 October, in the order in which they were received by the Transporter;
- (f) for a Firm Allowance in excess of 14,650 kWh/Day (500 therms/Day), received by the Transporter on or after 1 October in respect of the year commencing 1 October, shall be treated in the order in which they were received by the Transporter;
- (g) for a Firm Allowance greater than 30% of the Supply Point Capacity which exceeds 14,650 kWh/Day (500 therms/Day ) shall be treated as if it were an application for 30 % of the Supply Point Capacity in accordance with paragraph (e) or (f); and
- (h) may be refused by the Transporter where the hourly rate of offtake is greater than 12.5% of the Firm Allowance or where in the Transporter's opinion the Firm Transportation Requirement is not satisfied in respect of such Supply Point.

6.4.4 Applications under paragraph 6.4.1 in respect of a relevant Supply Point for which a Firm Allowance is currently in force ("**a current Firm Allowance**"):

- (a) may be made by the Registered User in accordance with the following process;
  - (i) on or before 1 September, the Transporter shall issue to the Registered User of a relevant Supply Point with a current Firm Allowance a renewal notice, offering the Firm Allowance for the following year commencing 1 October;

- (ii) the Registered User may accept all or part of such renewal offer at any time before 15 September; and
  - (b) shall be for a period of 12 months commencing on 1 October.
- 6.4.5 Where another User is to become the Registered User of a relevant Supply Point, the Proposing User shall, at least 2 but not more than 7 Business Days prior to the proposed Supply Point Registration Date, notify the Transporter of such change. The Firm Allowance shall transfer to the new Registered User from the Supply Point Registration Date provided that the DM Supply Point Component of the Proposing User is the same as the DM Supply Point Component of the Registered User.
- 6.4.6 Where a Registered User changes the configuration of a relevant Supply Point, the Registered User shall, at least 2 but not more than 7 Business Days prior to the proposed Supply Point Registration Date, notify the Transporter of such change. The Firm Allowance shall transfer to the new Supply Point from the Supply Point Registration Date provided that there is an equivalent effect on the System and that the Registered User has paid to the Transporter the Administration Charge (if any) set out in the Transportation Statement.
- 6.4.7 All Code Communications under this paragraph 6.5 shall be made by the Transporter and the Registered User by Conventional Notice.
- 6.4.8 An application under paragraph 6.4.1 shall not re-designate an Interruptible Supply Point as Firm for the purposes of the Network Code, and no Firm Allowance may be or remain in force in respect of a Shared Supply Meter Point which is comprised in a Firm Supply Point.

## **6.5 TPD Section G2.4: Supply Point Offers**

- 6.5.1 For the purposes of TPD Section G2.4.2(e)(ii) where the Supply Point Offer specifies the Proposed Supply Point is Interruptible the Supply Point Offer will also specify whether the Proposed Supply Point is TNI.
- 6.5.2 For the purposes of TPD G2.4.10 the matters referred to in TPD Section G2.4.9 shall be treated as including whether at the date of the Supply Point Offer and Existing Supply Point (if Interruptible) is TNI, and (if so) the number of days of the Interruption Allowance.

## **6.6 TPD Section G2.7: Supply Point Confirmations**

Where a Proposed Supply Point is a New Supply Point and the Existing Supply Points include both a Firm Supply Point and an Interruptible Supply Point a Supply Point Confirmation may only be submitted before a Change Request Deadline and for a Proposed Supply Point Registration Date which is the Eligible Status Change Date.

## **6.7 TPD Section G5: DM Supply Point Capacity and Offtake Rate**

- 6.7.1 TPD Section G5.2.3(a)(ii) and (d) shall only apply in the case of a Firm DM Supply Point Component.
- 6.7.2 In TPD Section G5.2.10(a) and (b), 5.3.7, 5.4.4, 5.5.5 and 5.5.6 the reference to a DM Supply Point Component shall be treated as a reference to a Firm DM Supply Point Component.

## **6.8 TPD Section G7.1: General**

For the purposes of TPD Section G7 the definition of "**Siteworks**" includes those works undertaken for the purposes of a securing a reduction in the Interruption Allowance in respect of a TNI Supply Point.

**6.9 TPD Section G7.4: Siteworks Specified Capacity, etc**

- 6.9.1 For the purposes of TPD Section G7 the Siteworks Terms and Procedures shall allow for the Siteworks Contract to specify (at the request of the Siteworks Applicant) in relation to a Supply Point or Supply Point Component a request that the Firm Transportation Requirement be satisfied or (in the case of a TNI Supply Point) the Interruption Allowance be reduced following such Siteworks.
- 6.9.2 For the purposes of TPD Section G a reduced Interruption Allowance is Siteworks Specified where specified in a Siteworks Contract under paragraph 6.9.1 and TPD Section G7.
- 6.9.3 Where a User requests (in accordance with paragraph 5.3) by not later than the time referred to in TPD Section G7.4.6 that a Siteworks Specified Interruptible Supply Point be redesignated Firm in accordance with the Siteworks Specified Firm Transportation Requirement, or in respect of a TNI Supply Point a reduced Interruption Allowance, the Transporter will accept such request.

**6.10 TPD Section J: Exit Requirements**

For the purposes of paragraph 3.5.3(a), 'C' shall be the amount of Supply Point Capacity held by the User at the Supply Point Component on the relevant Day, or in relation to an Interruptible Supply Point Component only, if less, the Bottom-stop Supply Point Capacity.

**7. TRANSITIONAL INTERRUPTION REGIME: OAD CHANGES****7.1 Introduction**

- 7.1.1 In this paragraph 7 "**Interruption Instruction**" means an instruction given by National Gas Transmission in relation to Interruption in accordance with paragraph 7.2.
- 7.1.2 The Parties acknowledge that under paragraph 5:
- (a) the ability to require Interruption at an LDZ Interruptible Supply Point by giving an Interruption Notice is held by the DNO; but
  - (b) Interruption may be required at an LDZ Interruptible Supply Point where (inter alia):
    - (i) there is or it is anticipated that there would otherwise be a Transportation Constraint on or affecting the NTS; or
    - (ii) forecast demand in relation to the NTS or the Total System on any Day exceeds certain levels (as determined in accordance with paragraph 5)

and accordingly the Parties agree that National Gas Transmission shall be entitled to require Interruption of LDZ Interruptible Supply Points in accordance with this paragraph 7.

- 7.1.3 Each DNO shall keep National Gas Transmission informed of the DNO's Interruption rights from time to time in respect of each Exit Zone in each Gas Year as follows:
- (a) the DNO shall, in September of the preceding Gas Year, provide to National Gas Transmission a statement containing the following information (as at the start of the Gas Year):
    - (i) the aggregate amount of the Supply Point Capacity held by Users at Interruptible LDZ Supply Points in that Exit Zone;



- (ii) the aggregate amount (in GWh) of Interruption available to the DNO in that Exit Zone (that is, the sum, for all Interruptible LDZ Supply Points, of the Supply Point Capacity multiplied by the number Days of the Interruption Allowance in accordance with paragraph 5.7.5); and
  - (iii) the number of Interruptible LDZ Supply Points in that Exit Zone;
- (b) the DNO shall, as soon as practicable after any material change in the information referred to in paragraph (a), and in any event upon the reasonable request of National Gas Transmission, provide to National Gas Transmission an updated statement of such information;
  - (c) the DNO shall, at such intervals as National Gas Transmission may reasonably require, and in any event as soon as practicable after any material change in such information, provide to National Gas Transmission a statement of the cumulative aggregate amount (in GWh) of Interruption used in that Exit Zone to date in the Gas Year (that is, the sum, for all Interruptible LDZ Supply Points, of the Supply Point Capacity multiplied by the number of Days for which an Interruption Notice has been given, whether or not pursuant to Interruption Instructions of National Gas Transmission); and
  - (d) the DNO shall inform National Gas Transmission at any time if (in the Gas Year to date) the DNO has Interrupted some Interruptible Supply Points in an Exit Zone on a materially greater number of Days than other Interruptible Supply Points.
- 7.1.4 Each DNO shall, in respect of each Day, provide to National Gas Transmission, by 18:00 hours on the Preceding Day, a statement of its best estimate of the aggregate daily gas flows at Interruptible LDZ Supply Points in each of its LDZs that will be available for Interruption on that Day.
- 7.1.5 In this paragraph 7, a reference to Interruption in respect of an Exit Zone is to Interruption of LDZ Interruptible Supply Points which will reduce the flow of gas at Offtakes in that Exit Zone.

## **7.2 Requirement for Interruption**

- 7.2.1 Where (as described in paragraph 7.1.2) National Gas Transmission requires Interruption of LDZ Interruptible Supply Points, National Gas Transmission will so instruct the DNO by giving an Interruption Instruction to the DNO, specifying:
- (a) the Exit Zone in respect of which such Interruption is required;
  - (b) the aggregate amount (expressed in MW or MWh per hour), of the Interruption required; and
  - (c) the time (consistent with the requirements of paragraph 5.8.1, on the assumption that the DNO acts on the Interruption Instruction within 30 minutes after receiving it) with effect from which such Interruption is required.
- 7.2.2 Upon receipt of an Interruption Instruction under paragraph 7.2.1, the DNO shall:
- (a) as soon as practicable (and in any event within 30 minutes) after receipt of the instruction:

- (i) select (in relation to the Exit Zone specified, and so as to secure the amount of Interruption specified, in the Interruption Instruction, but otherwise in its discretion) the LDZ Interruptible Supply Points which are to be Interrupted;
  - (ii) give Interruption Notices (for the Interruption Start Time specified in the Interruption Instruction) in relation to the selected LDZ Interruptible Supply Points; and
  - (iii) confirm to National Gas Transmission that such Interruption Notices have been given; and
- (b) revise its Offtake Profile Notices for the relevant Offtake(s) so as to reflect the Interruption (on the assumption that the Interruption continues for the remainder of the Day).

7.2.3 When National Gas Transmission's requirement for LDZ Interruption ceases or will cease, or the amount of Interruption required is or will be reduced, National Gas Transmission will so instruct the DNO by giving an Interruption Instruction to the DNO, specifying:

- (a) the Exit Zone in respect of which the cessation or reduction of such Interruption is required;
- (b) whether the Interruption is to cease entirely or the amount thereof to be reduced;
- (c) in the case of a reduction, the aggregate amount (expressed in MW or MWh per hour) of the reduction in the required Interruption; and
- (d) the time (where later than the time at which the Interruption Instruction is given) with effect from which the cessation or reduction is required.

7.2.4 Upon receipt of an Interruption Instruction under paragraph 7.2.3, the DNO shall:

- (a) as soon as practicable (and in any event within 60 minutes) after receipt of the instruction:
  - (i) (in the case of a reduction in Interruption) select (in relation to the Exit Zone specified, and so as to secure the reduction of Interruption specified, in the Interruption Instruction, but otherwise in its discretion) the LDZ Interruptible Supply Points at which Interruption is to cease;
  - (ii) give notification (in accordance with paragraph 5.8.5) of the cessation of Interruption (with effect from the time, if any, specified in the Interruption Instruction) in relation to the selected LDZ Interruptible Supply Points; and
  - (iii) confirm to National Gas Transmission that such notification has been given; and
- (b) revise its Offtake Profile Notices for the relevant Offtake(s) so as to reflect the reduction or cessation of Interruption.

7.2.5 Interruption Instructions and DNO's confirmations of receipt of Interruption Instructions shall be given by the means and in the format specified in or pursuant to TPD Section M.

### **7.3 Financial aspects**

7.3.1 The Parties acknowledge that:

- (a) pursuant to paragraph 5.1.9(b), if any LDZ Interruptible Supply Point is Interrupted on more than 15 Days in a Formula Year, the Registered User(s) is entitled to a payment calculated in the manner provided for in the DNO's Transportation Statement; and
- (b) such compensation is effected by way of Invoice Credit in respect of Transportation Charges payable by Users to National Gas Transmission, and accordingly is borne by National Gas Transmission;

and accordingly each DNO agrees to repay to National Gas Transmission a part or all of the amount of such compensation borne by National Gas Transmission, in accordance with this paragraph 7.3.

- 7.3.2 Following each Formula Year, in respect of each LDZ Interruptible Supply Point in an LDZ which was Interrupted on more than 15 Days in the Formula Year, the DNO shall pay to National Gas Transmission an amount calculated as:

$$C * (AI - NI) / AI$$

where:

- C is the amount of compensation payable by National Gas Transmission in respect of the Interruptible Supply Point as referred to in paragraph 7.3.1;
- AI is the aggregate number of Days on which the Interruptible Supply Point was Interrupted in the Formula Year;
- NI is the number of Days on which the Interruptible Supply Point was Interrupted in the Formula Year pursuant to an Interruption Instruction given by National Gas Transmission.

- 7.3.3 The DNO shall:

- (a) keep accurate records (in accordance with OAD Section M2.3) of the Days on which each LDZ Interruptible Supply Point is Interrupted, and on which of those Days such Interruption was pursuant to an Interruption Instruction; and
- (b) as soon as practicable after (and upon National Gas Transmission's request, from time to time during) the Formula Year, provide to National Gas Transmission the information recorded pursuant to paragraph (a).

- 7.3.4 The amount (if any) payable by the DNO under paragraph 7.3.2 shall be calculated by National Gas Transmission as soon as practicable after receipt from the DNO of the information required under paragraph 7.3.3(b), and shall be invoiced and payable in accordance with OAD Section L.

## **8 NTS EXIT CAPACITY REGIME: INITIALISATION**

### **8.1 Transitional period**

- 8.1.1 For the purposes of paragraphs 8, 9, 10, 11 and 12 the:

- (a) **"exit capacity transition date"** is the date on which the Modification giving effect to this paragraph 8 is effective; and

- (b) **"exit capacity transitional period"** is the period commencing on the date on which such Modification is made and ending on and including the Day before the exit capacity transition date.

8.1.2 For the purposes of giving effect to TPD Section B3 with effect from the exit capacity transition date:

- (a) Users will be registered as holding Enduring Annual NTS Exit (Flat) Capacity in accordance with paragraph 8.2; and
- (b) National Gas Transmission will invite Users to make capacity bids, capacity offers and capacity applications for NTS Exit (Flat) Capacity in accordance with paragraph 8.3.

8.1.3 For the purposes of paragraphs 8, 9, 10, 11 and 12 a reference to a paragraph is, unless the context otherwise requires, a reference to a paragraph of this Part IIC.

## **8.2 Initialisation: Enduring Annual NTS Exit (Flat) Capacity**

8.2.1 Subject to paragraphs 8.2.8 and 8.2.11, with effect from 1 October 2012 a User will be registered as holding Enduring Annual NTS Exit (Flat) Capacity at an NTS Exit Point in an amount equal to:

- (a) in the case of an NTS Supply Point Component or NTS Connected System Exit Point, the maximum amount of NTS Exit Capacity which the User may utilise in offtaking gas at the NTS Supply Point Component or NTS Connected System Exit Point on any Day in the Gas Year 2007/2008;
- (b) in the case of an NTS/LDZ Offtake, the amount of NTS Offtake (Flat) Capacity which the User is registered as holding at the NTS/LDZ Offtake for the Gas Year 2011/2012 as specified in the Offtake Capacity Statement issued in September 2008

(the **"enduring amount"**).

8.2.2 Where in relation to an NTS Exit Point the aggregate amount of NTS Exit Capacity held by Users at an NTS Supply Point Component or NTS Connected System Exit Point on any Day in the Gas Year 2007/2008 exceeds the Baseline NTS Exit (Flat) Capacity for the NTS Exit Point for the Gas Year 2012/2013 (such excess the **"excess amount"**) each relevant User will be registered as holding an amount of NTS Exit (Flat) Capacity equal to the enduring amount, less an amount equal to:

- (a) where the excess amount is less than the amount of interruptible NTS Exit Capacity held at the NTS Exit Point, the User's pro rata share of the excess amount determined by reference to amounts of interruptible capacity held by Users at the NTS Exit Point;
- (b) where the excess amount is greater than the amount of interruptible NTS Exit Capacity held at the NTS Exit Point, the sum of the User's interruptible capacity and the User's pro rata share of the remaining excess amount determined by reference to the amounts of Firm NTS Exit Capacity held by Users at the NTS Exit Point.

8.2.3 Where pursuant to the terms of an advanced capacity reservation agreement entered into with a User, or person other than a User, as contemplated by the exit capacity release methodology statement prepared and published by National Gas Transmission in accordance with Special Condition 9.18 of National Gas Transmission's Transporter's Licence, NTS Exit Capacity has been reserved at an NTS Exit Point where on the last day of the exit capacity transitional period a User is registered as holding such NTS Exit Capacity, then the User will be registered as holding (in addition to any enduring amount (if any) and without prejudice to paragraph

8.2.2) such NTS Exit Capacity as Enduring Annual NTS Exit (Flat) Capacity at the NTS Exit Point with effect from 1 October 2012.

8.2.4 In respect of each NTS Exit Point National Gas Transmission shall notify the Registered User of:

- (a) the prevailing Maximum Supply Point Offtake Rate or (as the case may be) the Maximum CSEP Offtake Rate referred to in the relevant CSEP Network Provisions by not later than 1 May 2009; and with effect from the exit capacity transition date the Maximum NTS Exit Point Offtake Rate shall be equal to the Maximum Supply Point Offtake Rate or (as the case may be) the Maximum CSEP Offtake Rate prevailing at the NTS Exit Point on the last day of the exit capacity transitional period;
- (b) the amount of its Registered Enduring Annual NTS Exit (Flat) Capacity in accordance with paragraphs 8.2.1 and 8.2.2 by not later than 1 May 2009;
- (c) the amount of any additional Registered Enduring Annual NTS Exit (Flat) Capacity which the User is deemed to hold in accordance with paragraph 8.2.3 within ten (10) Business Days of the registration of the Reserved Capacity in the name of the User;
- (d) the amount of any additional Registered Enduring Annual NTS Exit (Flat) Capacity which the User is deemed to hold in accordance with paragraph 8.2.7 by the later of 1 May 2009 or the day falling ten (10) Business Day after first registration of the Enduring Annual NTS Exit (Flat) Capacity in the name of the User.

8.2.5 Users may apply for further Enduring Annual NTS Exit (Flat) Capacity:

- (a) during:
  - (i) the Annual Application Window in 2009 for Gas Years 2012/2013 to 2014/2015 (inclusive);
  - (ii) the Annual Application Window in 2010 for Gas Years 2013/2014 to 2015/2016 (inclusive);
  - (iii) the Annual Application Window in 2011 for Gas Years 2014/2015 to 2016/2017 (inclusive); and
  - (iv) the Annual Application Window in 2012 for Gas Years 2015/2016 to 2017/2018 (inclusive);

in each case to be registered as held with effect from the start of any Gas Year in respect of which an application may be made;

- (b) at any time between 1 October and 30 June in a Gas Year (other than the Gas Year commencing 1 October 2008) where the application satisfies the criteria referred to in TPD Section B3.2.3(b)(i) or (ii) for Enduring Annual NTS Exit (Flat) Capacity to be registered as held with effect from a date no earlier than the exit capacity transition date;

for which purposes TPD Sections B3.2.3 to 3.2.13 (inclusive), B3.3.4 to 3.3.9 (inclusive) and the applicable provisions of TPD Section B Annex B-1 shall apply (and the references in TPD Section B3.2.4(a) and 3.2.8 to Gas Year Y+4, Y+5 and Y+6 shall be treated, in respect of an application under paragraph (a), as being a reference to the Gas Years for which an application may be made in accordance with paragraph (a)).

- 8.2.6 TPD Section B3.2.14 to 3.2.24 (inclusive) shall apply with effect from 1 July 2009 to enable a User to reduce the amount of Enduring Annual NTS Exit (Flat) Capacity which it holds at an NTS Exit Point pursuant to the application of this paragraph 8.2; provided that in relation to a notice of reduction submitted in July 2012 National Gas Transmission may reject the notice in the event it is unable to re-allocate the amount of NTS Exit (Flat) Capacity in respect of which the notice is made to another User pursuant to an application under paragraph 8.2.5 or through the application of paragraph 8.2.7.
- 8.2.7 In relation to a new NTS Firm Supply Point Component or NTS Firm Connected System Exit Point in respect of which NTS Exit Capacity is first made available to Users from a date falling after 1 October 2008 and before 1 October 2012, the Registered User will be registered as holding Enduring NTS Exit (Flat) Capacity with effect from 1 October 2012 in an amount equal to the amount of NTS Exit Capacity held by the Registered User on 30 September 2012.
- 8.2.8 Where a User's Value at Risk exceeds 100% of the User's Code Credit Limit on the last Day of the exit capacity transitional period the User will cease to be registered as holding Enduring Annual NTS Exit (Flat) Capacity which it was previously registered as holding in accordance with paragraph 8.2.1 and 8.2.2.
- 8.2.9 For the purposes of paragraph 8.2.10:
- (a) TPD Section B3.13.8 shall have effect such that a relevant User may be appointed an Overrun User in relation to which paragraph (b) may apply;
  - (b) an Overrun User or User Agent may be appointed as "**Exit Capacity Booking Agent**" in relation to an NTS Supply Point in which is comprised a Shared Supply Meter Point or an NTS Connected System Exit Point ("**relevant exit point**") if:
    - (i) all relevant Users (being any User who is a Registered User at such point on 31 March 2009) jointly have given notice of such appointment to National Gas Transmission by not later than the fifth (5th) Business Day in April 2009;
    - (ii) the notice of appointment states the agreement of the Overrun User or User Agent to be appointed.
- 8.2.10 Where an Exit Capacity Booking Agent is appointed in relation to a relevant exit point National Gas Transmission shall notify the Exit Capacity Booking Agent of the aggregate quantity of Enduring NTS Exit (Flat) Capacity that Users at the relevant exit point will be registered as holding with effect from 1 October 2012 consistent with the application of paragraphs 8.2.1 and 8.2.2 by not later than the tenth (10th) Business Day of April 2009 ("**relevant aggregate quantity**").
- 8.2.11 Where the Exit Capacity Booking Agent submits to National Gas Transmission, by not later than the fifteenth (15th) Business Day of April 2009, a statement specifying:
- (a) the identity of the relevant exit point;
  - (b) the identity of each relevant User; and
  - (c) for each relevant User, an allocation of Enduring Annual NTS Exit (Flat) Capacity (which may be zero), which in total is equal to the relevant aggregate quantity

each relevant User will be registered as holding, with effect from 1 October 2012, Enduring Annual NTS Exit (Flat) Capacity at the relevant exit point in an amount equal to the amount specified in the statement submitted by the Exit Capacity Booking Agent pursuant to this

paragraph 8.2.11 (failing which the amount shall be determined in accordance with paragraphs 8.2.1 and 8.2.2).

### **8.3 Annual and Daily NTS Exit Capacity and Pressures**

8.3.1 Users may apply for Annual NTS Exit (Flat) Capacity in:

- (a) July 2010 for Gas Year 2012/2013;
- (b) July 2011 for Gas Years 2012/2013 and 2013/2014; and
- (c) July 2012 for Gas Years 2012/2013 to 2014/2015 (inclusive)

for which purposes TPD Section B3.4 and the applicable provisions of TPD Section B Annex B-1 shall apply.

8.3.2 TPD Sections 3.5, 3.6 and 3.11 and TPD Section B Annex B-1 shall apply for the purposes of Users making capacity bids and capacity offers for Daily NTS Exit (Flat) Capacity and Off-peak Daily NTS Exit (Flat) Capacity in respect of a Day following the end of the exit capacity transitional period.

8.3.3 TPD Section B Annex B-2 shall apply for the purposes of Users making offtake reduction offers in respect of a Day following the end of the exit capacity transitional period.

8.3.4 The provisions of TPD Sections B5 and B6 shall apply as follows:

- (a) Section B6 shall apply with effect from 1 June 2011 for the purposes of allowing a User to make System Capacity Assignments; and
- (b) Section B5 shall apply with effect from 1 August 2011 for the purposes of allowing a User to make System Capacity Transfers,

in each case in respect of NTS Exit (Flat) Capacity for periods following the end of the exit capacity transitional period.

8.3.5 The Assured Offtake Pressures at an NTS/LDZ Offtake for each of Gas Years 2012/2013, 2013/2014 and 2014/2015 in the Offtake Pressure Statement prevailing at the exit capacity transition date, shall be the same as the Assured Offtake Pressures for 2011/2012 in the Offtake Capacity Statement issued in September 2008.

8.3.6 National Gas Transmission shall issue to DNO Users an Offtake Pressure Statement in:

- (a) September 2009, in respect of Gas Years 2012/2013 to 2014/2015 (inclusive);
- (b) September 2010, in respect of Gas Years 2012/2013 to 2015/2016 (inclusive);
- (c) September 2011, in respect of Gas Years 2012/2013 to 2016/2017 (inclusive); and
- (d) September 2012, in respect of Gas Years 2012/2013 to 2017/2018 (inclusive).

8.3.7 National Gas Transmission may apply for a permanent decrease in the Assured Offtake Pressures at an NTS/LDZ Offtake in:

- (a) April 2009 in respect of Gas Years 2012/2013 to 2014/2015 (inclusive);
- (b) April 2010 in respect of Gas Years 2012/2013 to 2015/2016 (inclusive);

- (c) April 2011 in respect of Gas Years 2012/2013 to 2016/2017 (inclusive); and
- (d) April 2012 in respect of Gas Years 2012/2013 to 2017/2018 (inclusive)

for which purposes the relevant provisions of TPD Section J2.5 shall be deemed to apply.

8.3.8 A DNO User may apply for a permanent increase in the Assured Offtake Pressures at an NTS/LDZ Offtake from:

- (a) 1 July to 31 July 2009 in respect of Gas Years 2012/2013 to 2014/2015 (inclusive);
- (b) 1 July to 31 July 2010 in respect of Gas Years 2012/2013 to 2015/2016 (inclusive);
- (c) 1 July to 31 July 2011 in respect of Gas Years 2012/2013 to 2016/2017 (inclusive); and
- (d) 1 July to 31 July 2012 in respect of Gas Years 2012/2013 to 2017/2018 (inclusive)

for which purposes the relevant provisions of TPD Section J2.5 shall be deemed to apply.

8.3.9 National Gas Transmission shall issue to DNO Users an Offtake Capacity Statement for NTS Exit (Flexibility) Capacity in:

- (a) September 2009, in respect of Gas Years 2012/2013 and 2013/2014;
- (b) September 2010, in respect of Gas Years 2012/2013 to 2014/2015 (inclusive);
- (c) September 2011, in respect of Gas Years 2012/2013 to 2015/2016 (inclusive); and
- (d) September 2012, in respect of Gas Years 2012/2013 to 2016/2017 (inclusive).

#### **8.4 Early Application of TPD Section B3**

8.4.1 TPD Section B3.3.1 to 3.3.3 (inclusive) shall apply provided that a Reservation Party shall not be entitled (pursuant to the terms of any NTS Exit ARCA entered into during the exit capacity transitional period) to nominate a User to be registered as holding an amount of Enduring Annual NTS Exit (Flat) Capacity at an NTS Exit Point from a date any earlier than the exit capacity transition date.

8.4.2 TPD Sections B3.5 and 3.6 shall apply such as to have first effect in relation to 1 October 2012.

8.4.3 TPD Section B3.13.11, 3.13.12 and 3.13.13 shall apply during the exit capacity transitional period, for which purposes the first Day in respect of which National Gas Transmission is required to publish the information under:

- (a) TPD Section B3.13.11, shall be the later of the second day of the exit capacity transitional period and 2 October 2009;
- (b) TPD Section B3.13.12, shall be the later of the second day of the exit capacity transitional period and 2 October 2010; and
- (c) TPD Section B3.13.13, shall be such day on which more accurate information first becomes available.

#### **8.5 DNO User**



In paragraphs 8.1, 8.2, 8.3 and 8.4 references to Users include a DNO User.

## **8.6 Trader User**

In paragraphs 8.1, 8.2, 8.3 and 8.4 references to Users exclude Trader Users.

## **9 TRANSITIONAL NTS EXIT CAPACITY REGIME: GENERAL**

### **9.1 Introduction**

9.1.1 During the exit capacity transitional period:

- (a) except as provided for in paragraph 8, TPD Section B3 and Annexes B-1 and B-2 shall not apply;
- (b) TPD Sections B4 and G5 shall apply in respect of NTS Supply Points.

9.1.2 During the exit capacity transitional period paragraph 8, this paragraph 9, and paragraphs 10, 11 and 12 shall apply.

9.1.3 In paragraphs 9, 10, 11 and 12 a reference to a paragraph in the TPD and OAD shall be treated as a reference to that paragraph subject to any specific provision made in respect of the paragraph in accordance with this Part IIC.

9.1.4 For the purposes of paragraphs 9, 10, 11 and 12:

- (a) the classes of System Capacity shall include NTS Offtake Capacity;
- (b) subject to paragraph (f), "**NTS Exit Capacity**" at an NTS Exit Point is capacity in the NTS which in the case of a NTS Supply Point Component or NTS Connected System Exit Point, a Shipper User is treated as utilising in offtaking gas from the NTS (and the Total System) at that NTS System Exit Point;
- (c) "**NTS Offtake Capacity**" at an NTS/LDZ Offtake is capacity in the NTS which a DNO User is treated as utilising in causing or permitting the flow of gas from the NTS to an LDZ at a relevant NTS/LDZ Offtake;
- (d) NTS Offtake Capacity comprises:
  - (i) "**NTS Offtake (Flat) Capacity**", which is capacity which a DNO User is treated as utilising in causing or permitting gas to flow from the NTS at a rate which (for a given Daily Quantity) is even over the course of a Day; and
  - (ii) "**NTS Offtake (Flexibility) Capacity**", which is capacity which a DNO User is treated as utilising or releasing from utilisation, in causing or permitting gas to flow from the NTS to the extent that (for a given Daily Quantity) the rate of offtake or flow is not even over the course of a Day;
- (e) a DNO User may hold NTS Offtake Capacity only at an NTS/LDZ Offtake, and a Shipper User may not hold NTS Offtake Capacity at an NTS/LDZ Offtake;
- (f) in relation to NTS/LDZ Offtakes:
  - (i) Shipper Users are not entitled or required to hold capacity in the NTS, and NTS Exit Capacity does not represent capacity in the NTS;
  - (ii) capacity in the NTS is held as NTS Offtake Capacity by DNO Users;

- (iii) NTS Exit Capacity is allocated to Shipper Users for the purposes of determining the amounts payable by them (in accordance with paragraph 9.5) by way of NTS Exit Capacity Charges (which amounts remunerate National Gas Transmission for allocating NTS Offtake Capacity without charge to DNO Users).

9.1.5 Subject to the provisions of the Code, a Shipper User may:

- (a) by offtaking gas from the Total System at an NTS Supply Point Component, require a gas flow out of the NTS at that NTS Supply Point Component; or
- (b) offtake gas from the Total System at a NTS Connected System Exit Point.

9.1.6 No provision of the Code in relation to gas flows at NTS Exit Points confers on any Shipper User any rights or obligations in respect of the offtake of gas from the Total System other than at System Exit Points.

9.1.7 In any case where there is more than one NTS Exit Point (including NTS/LDZ Offtakes) in respect of one Exit Zone, any reference in this paragraph 9 to an NTS Exit Point is a reference to all such NTS Exit Points.

9.1.8 References in this paragraph 9.2 to 9.8 (inclusive) to Users are to Shipper Users (and not to Trader Users or DNO Users).

## **9.2 Registration: NTS CSEPS**

9.2.1 A User may at any time apply for NTS Exit Capacity ("**DM NTS Exit Capacity**") (subject to paragraph 9.4) at any NTS Connected System Exit Point, subject to and in accordance with this paragraph 9.2.

9.2.2 An application for DM CSEP Exit Capacity at an NTS Connected System Exit Point:

- (a) shall specify:
  - (i) the identity of the User;
  - (ii) the Exit Zone;
  - (iii) the amount of DM NTS Exit Capacity applied for; and
  - (iv) the proposed date of registration (in accordance with paragraph 9.2.3);
- (b) shall be submitted not earlier than 6 months nor later (other than in accordance with paragraph 9.2.12) than 4 Days before the proposed date of registration.

9.2.3 Subject to TPD Section B5.4.2(b), a User may only be registered as holding DM NTS Exit Capacity in respect of an NTS Connected System Exit Point with effect from an Eligible Capacity Registration Date.

9.2.4 National Gas Transmission may reject an application for DM NTS Exit Capacity in respect of an NTS Connected System Exit Point:

- (a) where the requirements of paragraph 9.2.2 are not complied with;
- (b) in accordance with TPD Section V3; or
- (c) in accordance with paragraph 11.10.2.

- 9.2.5 A User may withdraw an application for NTS Exit Capacity at an NTS Connected System Exit Point by so notifying National Gas Transmission by no later than 17.00 hours on the Day preceding the proposed date of registration (provided that where the User proposes a System Capacity Transfer for which the Transferred System Capacity comprises all or part of the NTS Exit Capacity in any application the User shall not be permitted to withdraw such application after notifying National Gas Transmission of such proposed System Capacity Transfer).
- 9.2.6 The application will be approved unless withdrawn under paragraph 9.2.5 or rejected in accordance with paragraph 9.2.4 within 3 Days after the application was made.
- 9.2.7 The User (if its application is approved) will be registered as holding DM NTS Exit Capacity at the relevant NTS Connected System Exit Point with effect from the date of registration for the period (the "**capacity period**") established in accordance with paragraph 9.2.9.
- 9.2.8 A User may apply at any time (in accordance with paragraph 9.2.1) to increase its Registered DM NTS Exit Capacity at a NTS Connected System Exit Point in which case (if its application is approved) paragraph 9.2.7 shall apply in respect of the increased or new DM NTS Exit Capacity.
- 9.2.9 The capacity period, in respect of an NTS Connected System Exit Point, shall be:
- (a) 12 months after the date of the registration; or
  - (b) where the User has increased its Registered DM NTS Exit Capacity at the NTS Connected System Exit Point (in accordance with paragraph 9.2.8) 12 months after the date of the latest such registration.
- 9.2.10 During the capacity period a User's Registered DM NTS Exit Capacity at an NTS Connected System Exit Point shall not be reduced, and (subject to TPD Section V4.3) the registration shall not be terminated.
- 9.2.11 On expiry of the capacity period the User shall cease to be registered as holding DM NTS Exit Capacity at the relevant NTS Connected System Exit Point, but without prejudice to any new registration pursuant to a further application under paragraph 9.2.1.
- 9.2.12 Until the expiry of a period of 3 months from the Day on which gas was first offtaken (by any User) from the System at an NTS Supply Meter Point, the Registered User may submit, by facsimile but otherwise in accordance with paragraph 9.2.2(a), an application for NTS Exit Capacity at a Firm NTS Supply Point Component which includes such Supply Meter Point by no later than 17:00 hours on the Day preceding the proposed date of registration; provided that the User may not withdraw (pursuant to paragraph 9.2.5) such an application.

### **9.3 Registration: NDM Supply Points**

- 9.3.1 A User will be registered as holding NTS Exit Capacity ("**NDM NTS Exit Capacity**") in accordance with paragraph 9.3.3 at the relevant NTS/LDZ Offtake in respect of each Registered Firm NDM Supply Point Component in an Exit Zone with effect from the Supply Point Registration Date.
- 9.3.2 The User shall be deemed to have applied for NDM NTS Exit Capacity when submitting a Supply Point Confirmation for a Proposed Supply Point which includes a Firm NDM Supply Point Component, and shall not make a separate application for such capacity.
- 9.3.3 The NDM NTS Exit Capacity which the User is from time to time registered as holding in respect of each Firm NDM Supply Point Component will be determined in accordance with TPD Section H4.1.

- 9.3.4 The User will cease to be registered as holding NDM NTS Exit Capacity at the NTS/LDZ Offtake in respect of a Firm NDM Supply Point Component in the relevant Exit Zone where the User submits a Supply Point Withdrawal which becomes effective in respect of the relevant Supply Point in accordance with TPD Section G3.2.

#### 9.4 Registration: CSEPs

The CSEP Network Exit Provisions in relation to an NTS Connected System Exit Point may set out the rules for the allocation of NTS Exit Capacity subject to and in accordance with paragraph 11.10 and TPD Section J6.7 and where the CSEP Network Exit Provisions do not so provide, the provisions of paragraph 9.2 shall apply.

#### 9.5 NTS Exit Charges

- 9.5.1 A User shall pay:

- (a) Capacity Charges ("**NTS Exit Capacity Charges**") in respect of its Registered NTS Exit Capacity at NTS Exit Points; and
- (b) Commodity Charges ("**NTS Exit Commodity Charges**") in respect of its use of the NTS on any Day, or a charge payable by reference to the arrangements in Special Condition 2.1 and 2.3 of National Gas Transmission's Transporter's Licence.

- 9.5.2 The NTS Exit Capacity Charge payable by a User in respect of each Day will be determined for each NTS Exit Point as the amount of its Registered NTS Exit Capacity multiplied by the Applicable Daily Rate.

- 9.5.3 The NTS Exit Commodity Charge payable (for any Day) by a User will be determined (for each NTS Exit Point) as:

- (a) in the case of an NTS/LDZ Offtake, the amount of its User Daily NTS Offtake Quantity at the relevant NTS Exit Point multiplied by the Applicable Commodity Rate(s); and
- (b) in the case of an NTS Supply Point or an NTS Connected System Exit Point:
  - (i) the amount of its UDQO at the relevant NTS Exit Point multiplied by the Applicable Commodity Rate(s); and
  - (ii) where a Storage Facility is connected to the Total System at the NTS Connected System Exit Point and in relation to which such facility the User is storage use gas provider, an amount equal to:

$$(SUG / n) * CR$$

where:

SUG is the quantity of storage use gas attributed to the User and is notified to National Gas Transmission pursuant to the terms of the Storage Connection Agreement in respect of the NTS Storage Facility;

n is the number of days in the calendar month in which such Day falls; and

CR is the Applicable Commodity Rate(s) that would apply in relation to an NTS Connected System Exit Point in the event the gas flowing out of the Total System at such System Point was not being delivered into a Storage Facility.

- 9.5.4 NTS Exit Capacity Charges and NTS Exit Commodity Charges will be invoiced and are payable in accordance with TPD Section S.
- 9.5.5 Pursuant to the prevailing National Gas Transmission Transportation Statement, a User may elect that, for the purposes of paragraph 9.5.3, the Applicable Commodity Rate of NTS Exit Commodity Charge in respect of a Specified Exit Point shall be the NTS Optional Commodity Rate, determined in accordance with the following provisions:
- (a) for the purposes of Code:
    - (i) an "**Eligible Entry Point**" is an Aggregate System Entry Point which is not a Storage Connection Point;
    - (i) an "**Eligible Exit Point**" is a System Exit Point which is not a Storage Connection Point;
    - (iii) a "**Specified Entry Point**" is, in the case of a Supply Point, the Eligible Entry Point identified in the User's Nomination in accordance with TPD Section G2.3.2 or, in the case of a CSEP, the Eligible Entry Point identified in the Conventional Notice in accordance with paragraph (f);
    - (iv) a "**Specified Exit Point**" is, in the case of a Supply Point, the Eligible Exit Point notified to National Gas Transmission as the Proposed Supply Point in the User's Nomination in accordance with TPD Section G2.3.2 or, in the case of a CSEP, the System Exit Point identified as the CSEP in the Conventional Notice in accordance with paragraph (f);
  - (b) the NTS Exit Commodity Charge payable (for an Day) by a Registered User or CSEP User will be determined (for each Specified Exit Point) as:
    - (i) the UDQO multiplied by the NTS Optional Commodity Rate applicable for the capacity (calculated in accordance with paragraph (c)) and the distance (calculated in accordance with paragraph (d)); and
    - (ii) where the UDQI is less than the UDQO, the UDQO minus the UDQI multiplied by the difference between such NTS Commodity Rate as would apply if this paragraph 9.5.5 were not applied and the NTS Optional Commodity Rate;
    - (iii) provided that, where a User has nominated or identified more than one Specified Exit Point at Specified Entry Point, the UDQI shall be prorated in relation to the UDQOs at the relevant Specified Exit Pointsand shall be invoiced in accordance with TPD Section S;
  - (c) for the purposes of this paragraph 9.5.5, the capacity of the Specified Exit Point shall be the Exit Point Capacity, determined in accordance with TPD Section G5.4.1 except:
    - (i) for an LDZ Firm Supply Point the capacity shall be the sum of the DM Supply Point Capacity and the NDM Supply Point Capacity that the User is registered as holding from time to time in accordance with TPD Sections B4.2 and 4.3 respectively;
    - (ii) for an LDZ Interruptible Supply Point the capacity shall be the Supply Point Capacity determined in accordance with paragraph 6.1.3;

- (iii) for a Shared Supply Point the capacity shall be determined in accordance with TPD Section G1.7.14;
  - (iv) for an NTS CSEP the capacity shall be the maximum aggregate amount of gas which it is feasible for National Gas Transmission to make available for offtake at the Connected System Exit Point in a period of 24 hours; or
  - (v) for an LDZ CSEP the capacity shall be determined in accordance with TPD Section B4.5.2;
- (d) the distance (to the nearest 0.1km) from the Specified Entry Point to the curtilage of the Specified Exit Point or the offtake from the Total System at the Specified Exit Point (whichever is the lesser) shall be calculated on a straight line basis as the minimum of each of the distances between each System Entry Point within the Specified Entry Point and the Specified Exit Point using six figure grid references. National Gas Transmission shall determine a six figure grid reference for each Specified Entry Point and each Specified Exit Point (which may be revised in accordance with paragraph (f) or TPD Section G2.4.12);
- (e) an application for the NTS Optional Commodity Rate for a Supply Point shall be made in accordance with the provisions of TPD Section G2.3.2 or G2.3.9 (as the case may be) and, for a CSEP, shall be made in accordance with the provisions of paragraph (f);
- (f) a CSEP User, or a proposing CSEP User, may apply for the NTS Optional Commodity Rate in the following manner:
- (i) by Conventional Notice to National Gas Transmission stating the CSEP User, the Specified Exit Point and the Specified Entry Point; and
  - (ii) National Gas Transmission shall offer the NTS Optional Commodity Rate and shall provide the distance between the Specified Exit Point and the Specified Entry Point, the capacity of the CSEP determined in accordance with paragraph (c) and the six figure grid references used; and
  - (iii) where the CSEP User disputes the distance specified by National Gas Transmission under paragraph (ii), the CSEP User may resubmit an application in accordance with paragraph (i) stating an alternative six figure grid reference for the Specified Exit Point with supporting evidence of calculation; and
  - (iv) the CSEP User shall confirm acceptance of the offer made in accordance with paragraph (ii) not earlier than 15 days after the submission of the confirmation (or such lesser period as National Gas Transmission may specify) and not later than six months from the date of the offer;
- (g) the provisions of this paragraph 9.5.5 shall be without prejudice to the operation of paragraph 5.5.4.

## 9.6 Overrun Charges

- 9.6.1 Subject to paragraphs 9.6.6 and 9.6.7, if for any reason in any calendar month (an "**overrun month**") the quantity of gas offtaken by a User from the Total System at a Firm NTS Supply Point Component or an NTS Connected System Exit Point, on any Day or Days (each an "**overrun day**") exceeds the User's Available DM NTS Exit Capacity at the relevant NTS Exit Point, the User shall pay a charge ("**NTS Exit Overrun Charge**") in respect of NTS Exit Capacity at that NTS Exit Point in that month.

9.6.2 For the purposes of this paragraph 9.6, in respect of a User at a NTS Exit Point:

- (a) the "**overrun quantity**" in respect of an overrun day is the amount by which in the case of a Firm NTS Supply Point or relevant NTS Connected System Exit Point, the User's UDQO in respect of that point exceeds the User's Available DM NTS Exit Capacity at that NTS Exit Point on that Day;
- (b) the "**chargeable overrun quantity**" in respect of an overrun month is the largest overrun quantity on any overrun day in that month.

9.6.3 The NTS Exit Overrun Charge shall be calculated by multiplying the chargeable overrun quantity by the relevant multiplier (determined as set out in the table below (subject to paragraph 9.6.4) by reference to the month in which the overrun occurred) of the Applicable Annual Rate of the NTS Exit Capacity Charge in respect of the relevant NTS Exit Point.

Month	Relevant multiplier
December to March	2.0
October, November, April, May	0.5
June to September	0.2

9.6.4 Where a month from December to March (inclusive) is an overrun month ("**second overrun month**") and the preceding month was an overrun month ("**first overrun month**") in relation to the amount of the chargeable overrun quantity in the second overrun month which is less than or equal to the chargeable overrun quantity in the first overrun month for which the multiplier was determined in accordance with paragraph 9.6.3 the multiplier shall instead be 0.5.

9.6.5 The NTS Exit Overrun Charge shall be invoiced and payable in accordance with TPD Section S.

9.6.6 Where an NTS Supply Point Component comprises Shared Supply Meter Points:

- (a) paragraph 9.6.1 shall apply only if and to the extent that the aggregate quantity offtaken from the Total System by all Sharing Registered Users at Firm DM Supply Point Components which include such Shared Supply Meter Point(s) exceeds the aggregate of such Users' Available NTS Exit Capacity at the relevant NTS Exit Point (the amount of such excess, the "**aggregate overrun excess**");
- (b) for each such Sharing Registered User:
  - (i) the overrun quantity shall be determined as the amount (the "**individual overrun excess**") by which that User's UDQO exceeds its Available NTS Exit Capacity, divided by the sum of the individual overrun excesses for all such Sharing Registered Users, multiplied by the aggregate overrun excess;
  - (ii) the chargeable overrun quantity shall be determined by reference to the largest aggregate overrun excess of any overrun day in an overrun month (or if there is more than one such overrun day, the first such overrun day).

9.6.7 Where a User has made an application to increase the NTS Exit Capacity at a Firm NTS Supply Point Component which is subsequently accepted by National Gas Transmission or a

Proposing User has made a Supply Point Confirmation for an increase in NTS Exit Capacity, on any Day or Days where the gas offtaken by the User from the Total System at the Firm NTS Supply Point Component exceeds the User's Available DM NTS Exit Capacity at such Supply Point, but does not exceed the User's Available DM Exit Capacity following the effective date of such application or confirmation, then no NTS Overrun Charge shall be payable in respect of such Day or Days.

## **9.7 Registration: DM Supply Points and non NTS CSEPs**

9.7.1 A User will at any time be deemed to apply for DM NTS Exit Capacity ("**DM NTS Exit Capacity**") for each Exit Zone in its capacity as:

- (a) the Registered User of any Firm DM LDZ Supply Point Components;
- (b) the CSEP User of any LDZ Connected System Exit Points; or
- (c) the Registered User of a Firm NTS Supply Point Component;

subject to and in accordance with this paragraph 9.7.

9.7.2 The DM NTS Exit Capacity for each Exit Zone shall be calculated as:

- (a) the sum of the Supply Point Capacities for all Supply Points in paragraph 9.7.1(a) determined in accordance with TPD Section G2.3.2(e); and
- (b) the sum of the Firm DM LDZ Capacities for all CSEPs in paragraph 9.7.1(b), determined in accordance with TPD Section H2.2 and the relevant CSEP Network Exit Provisions; or
- (c) the Supply Point Capacity of the Supply Point Component in paragraph 9.7.1(c), determined in accordance with TPD Section G5.

9.7.3 A User shall only be registered as holding DM NTS Exit Capacity, in accordance with this paragraph 9.7 in respect of such capacity held by the User as at the 10th of the calendar month, with effect from the 15th of each calendar month and for the period of one calendar month from such date (the "**capacity period**").

9.7.4 During the capacity period, a User's Registered DM NTS Exit Capacity shall not be reduced, and (subject to TPD Section V4.3) the registration shall not be terminated.

## **9.8 Surrender of NTS Exit Capacity**

9.8.1 National Gas Transmission may, in its discretion, agree to accept the surrender by a User of an amount (the "**surrendered amount**") of NTS Exit Capacity at an NTS Exit Point (other than an NTS/LDZ Offtake) for a period ("**surrender period**") of one or more Days.

9.8.2 Where National Gas Transmission accepts the surrender of NTS Exit Capacity:

- (a) the amount of the User's Registered NTS Exit Capacity at the NTS Exit Point on any Day during the surrender period shall be determined as:
  - (i) the amount of such capacity on such Day determined pursuant to applicable provisions of the Code (including where applicable paragraph 9.7.2 and accordingly provisions of TPD Section G5.2, or provisions of any CSEP Network Exit Provisions); less



- (ii) the surrendered amount;
  - (b) the amount of the User's Available NTS Exit Capacity at the NTS System Exit Point on any Day during the surrender period shall be determined accordingly.
- 9.8.3 The amount payable (during a surrender period) by the User in respect of NTS Exit Capacity pursuant to paragraph 9.5 shall be determined in accordance with paragraph 9.8.2(a).
- 9.8.4 National Gas Transmission will prepare (in consultation with Users) and publish (or include in the statement prepared pursuant to Special Condition 9.19 of National Gas Transmission's Transporter's Licence) a statement setting out the principles on which (where it decides to do so) it will invite offers from Users to surrender NTS Exit Capacity.
- 9.8.5 Where National Gas Transmission decides to invite offers from Users to surrender NTS Exit Capacity, it will do so in accordance with the principles in the prevailing statement published pursuant to paragraph 9.8.4, but nothing in the Code or such statement shall have the effect of requiring National Gas Transmission to accept any offer to surrender NTS Exit Capacity.

## **9.9 Firm Capacity Application**

- 9.9.1 In this paragraph 9.9, "**Firm Capacity Application**" means an application by a User:
- (a) for an amount (or increased amount) of its NTS Offtake Capacity at an NTS/LDZ Offtake pursuant to paragraph 10.3;
  - (b) for an amount (or increased amount) of NTS Exit Capacity at an NTS Connected System Exit Point pursuant to paragraph 9.2;
  - (c) for an amount or for an increase in the amount of its NTS Supply Point Capacity at an NTS DM Supply Point Component pursuant to TPD Section G5;
  - (d) to redesignate an Interruptible NTS Supply Point as Firm pursuant to paragraph 5.
- 9.9.2 In determining in connection with a Firm Capacity Application whether it is feasible to make gas available for offtake at such NTS Exit Point at an increased rate or in an increased amount in any period, National Gas Transmission will take into account the effects of any surrender of NTS Exit Capacity pursuant to paragraph 9.8.
- 9.9.3 Where in connection with a Firm Capacity Application National Gas Transmission determines that it is not feasible to make gas available for offtake in the absence of a surrender of NTS Exit Capacity:
- (a) National Gas Transmission will so inform the User;
  - (b) the User shall give notice to National Gas Transmission specifying:
    - (i) the date from which its application is made (not being less than 2 months after such notice is given); and
    - (ii) the period (commencing on the date specified under paragraph (i) and ending not later than 30 September 2012) for which it applies for the relevant amount or increased amount of System Capacity or (as the case may be) redesignation of the Interruptible Supply Point as Firm;
  - (c) notwithstanding any other provision of the Code or any CSEP Network Exit Provisions, National Gas Transmission shall not be required to respond to the User's

request until the expiry of a period of 2 months after the User's notice under paragraph (b);

- (d) National Gas Transmission will (in accordance with paragraph 9.8) seek offers for the surrender of NTS Exit Capacity, but for the avoidance of doubt it shall be for National Gas Transmission to determine in its discretion whether to accept any such offer (and accordingly whether to accept the Firm Capacity Application on the basis of the notice given under paragraph (b)).

9.9.4 Where (following a surrender of NTS Exit Capacity) National Gas Transmission accepts a Firm Capacity Application then, notwithstanding any other provision of TPD Section B or the Code or any CSEP Network Exit Provisions:

- (a) for the period specified under paragraph 9.9.3(b)(ii):
  - (i) in the case of an application for (or for an increase in) System Capacity, the absolute amount of the User's NTS Exit Capacity, NTS Offtake Capacity or (as the case may be) NTS Supply Point Capacity shall not be reduced (other than pursuant to an acceptance by National Gas Transmission of a subsequent offer to surrender NTS Exit Capacity pursuant to paragraph 9.8) below the level held by the User pursuant to acceptance of its Firm Capacity Application;
  - (ii) in the case of an application to redesignate an Interruptible Supply Point as Firm, the Supply Point shall not be redesignated as Interruptible;
- (b) following the expiry of such period (subject to the result of any other Firm Capacity Application by the User):
  - (i) in the case of an application for (or for an increase in) System Capacity, the amount of the User's NTS Exit Capacity, NTS Offtake Capacity or (as the case may be) NTS Supply Point Capacity shall be reduced to the level prevailing prior to the User's Firm Capacity Application under paragraph 9.9.2;
  - (ii) in the case of an application to redesignate an Interruptible Supply Point as Firm, the Supply Point shall be redesignated as Interruptible.

## **9.10 Publication of NTS Exit Capacity Information**

9.10.1 On the first Business Day following the 15<sup>th</sup> Day of each month in the exit capacity transitional period (the first such month being the publication month and the last such month being September 2012) National Gas Transmission will publish in kWh, the:

- (a) prevailing:
  - (i) Baseline NTS Exit Capacity and NTS Offtake (Flat) Capacity at each NTS Exit Point;
  - (ii) Remaining Available NTS Exit Capacity and NTS Offtake (Flat) Capacity at each NTS Exit Point;
  - (iii) Registered NTS Exit Capacity held at each NTS Firm Supply Point;
  - (iv) Registered NTS Exit Capacity held at each NTS Firm CSEP;
  - (v) Registered NTS Offtake (Flat) Capacity held at each NTS/LDZ Offtake;

- (vi) Maximum Supply Point Offtake Rate at each NTS DM Supply Point Component;
  - (vii) Maximum CSEP Offtake Rate (referred to in the relevant CSEP Network Exit Provisions) at each NTS CSEP.
- (b) aggregate amount of gas in respect of which Interruption has occurred (for the month preceding the date of publication) pursuant to the Interruption Notice(s) and/or the CSEP Interruption Notice(s) issued by National Gas Transmission for all NTS Exit Points within an NTS Exit Zone.

9.10.2 For the purposes of this paragraph 9.10:

- (a) the “**publication month**” is the month following the month in which the Modification giving rise to this paragraph 9.10 is effective;
- (b) the “**Baseline NTS Exit Capacity and NTS Offtake (Flat) Capacity**” is the amount of NTS Exit Capacity and NTS Offtake (Flat) Capacity as set out in National Gas Transmission’s Exit Capacity Baseline Statement;
- (c) at any time the “**Remaining Available NTS Exit Capacity and NTS Offtake (Flat) Capacity**” in relation to that Gas Year or (as the case may be) a Day in that Gas Year is the amount (if any) by which the Baseline NTS Exit Capacity and NTS Offtake (Flat) Capacity for that Gas Year exceeds the aggregate amount of NTS Exit Capacity and NTS Offtake (Flat) Capacity registered, at that time, as held by Users in relation to that Gas Year or Day.

## **10 TRANSITIONAL NTS EXIT CAPACITY REGIME: NTS OFFTAKE CAPACITY**

### **10.1 Introduction**

10.1.1 Subject to and in accordance with the Code, a User may cause or permit the flow of gas from the NTS to an LDZ at a NTS/LDZ Offtake.

10.1.2 References in this paragraph 10 to Users are to DNO Users (and not to Shipper Users or Trader Users).

### **10.2 Offtake Capacity Statement**

10.2.1 National Gas Transmission will issue to each DNO User, not later than 30 September in each Gas Year, a statement (“**Offtake Capacity Statement**”) specifying, for each DNO User, for each of the Gas Years (each a “**relevant**” Gas Year) up to and including the Gas Year ending 30 September 2012, in relation to each NTS/LDZ Offtake:

- (a) an amount of NTS Offtake (Flat) Capacity;
- (b) an amount of NTS Offtake (Flexibility) Capacity;
- (c) Assured Offtake Pressures in accordance with paragraph 11.6.

10.2.2 The Offtake Capacity Statement prevailing at the UNC Implementation Date has been issued to DNO Users.

10.2.3 The Offtake Capacity Statement may be revised (as to any relevant Gas Year) in accordance with paragraph 10.3.

10.2.4 The Offtake Capacity Statement issued in any Gas Year will, as respects each relevant Gas Year, contain the same details as were specified in the preceding year's statement for that Gas Year, subject to any revision pursuant to paragraph 10.3 or, in the case of Assured Offtake Pressures, paragraph 11.6.

### 10.3 Registration

10.3.1 Subject to the further provisions of this paragraph 10.3, for each relevant Gas Year (or part thereof) a DNO User shall be registered as holding in respect of each relevant NTS/LDZ Offtake the amount of:

- (a) NTS Offtake (Flat) Capacity;
- (b) NTS Offtake (Flexibility) Capacity

specified in respect of such Gas Year (or part thereof) in the prevailing Offtake Capacity Statement.

10.3.2 A DNO User may apply:

- (a) to increase the amount of its NTS Offtake Capacity at a NTS/LDZ Offtake:
  - (i) in relation to any relevant Gas Year (year Y) or any relevant Gas Year after Year Y by submitting an application to National Gas Transmission during the period 1 June to 24 July in Gas Year Y-1 (the "**Application Window**");
  - (ii) in relation to any relevant Gas Year(s) or the remaining part thereof, out with the Application Window, as a result of a request for new or additional capacity at a Supply Point, where the DNO User might otherwise be unable to comply with the relevant conditions of its Transporter's Licence, by submitting an application to National Gas Transmission;
- (b) for an amount of NTS Offtake Capacity at an NTS/LDZ Offtake in relation to any relevant Gas Year (year Y) by submitting an application to National Gas Transmission during the Application Window 1 June to 24 July in Gas Year Y-4

subject to and in accordance with this paragraph 10.

10.3.3 An application for an amount of NTS Offtake Capacity or for an increase in NTS Offtake Capacity at an NTS/LDZ Offtake shall specify:

- (a) the identity of the User;
- (b) the relevant NTS/LDZ Offtake;
- (c) the relevant Gas Year or Gas Years (or parts thereof) in respect of which the application is made;
- (d) the amount or increased amount of NTS Offtake (Flat) Capacity and/or the increased amount of NTS Offtake (Flexibility) Capacity applied for.

10.3.4 National Gas Transmission may reject, or accept in part only, an application for an amount of or an increase in the NTS Offtake Capacity in respect of an NTS/LDZ Offtake where, or (as the case may be) to the extent that, National Gas Transmission determines that it would not be feasible to make gas available for offtake at the NTS/LDZ Offtake on the basis of such amount

or increased amount of NTS Offtake Capacity throughout the period for which the application is made.

10.3.5 In making any determination under paragraph 10.3.4 in relation to applications made within an Application Window, National Gas Transmission will take into account all applications received by National Gas Transmission within the Application Window from DNO Users for an amount of or an increase in NTS Offtake Capacity and from any Shipper User for an amount of or an increase in NTS Exit Capacity at an NTS Exit Point other than an NTS/LDZ Offtake (and where relevant the provisions of paragraph 9.9).

10.3.6 National Gas Transmission will in the case of an application under paragraph 10.3.2:

- (a) as soon as reasonably practicable thereafter notify DNO Users where they believe they are unlikely to be able to meet the application in full, providing details of;
  - (i) the circumstances surrounding any restrictions; and
  - (ii) the maximum available capacity;
- (b) in the case of an application made under paragraph 10.3.2(a)(i), or 10.3.2(b), within 15 Business Days following the last Day of July in which the application is made provide an indicative statement notifying the DNO User whether its application is accepted in whole or in part, or rejected, specifying the indicative amount of NTS Offtake (Flat) Capacity and/or NTS Offtake (Flexibility) Capacity and Assured Offtake Pressure for each NTS/LDZ Offtake and each Gas Year and maximum available NTS Offtake (Flat) Capacity and/or NTS Offtake (Flexibility) Capacity and associated Assured Offtake Pressures;
- (c) a DNO User will then have an opportunity to seek clarification, reconsider and resubmit its application within ten (10) Business Days following notification from National Gas Transmission under paragraph 10.3.6(b) above;
- (d) National Gas Transmission will use reasonable endeavours to consider and where necessary discuss an application made under paragraph 10.3.6(c) with a DNO User with a view to agreeing an Offtake Capacity Statement in relation to an application made under paragraph 10.3.2(a)(i) or (b) by 30 September in accordance with paragraph 10.3.1. Such statement will confirm whether the User's application is accepted in whole or in part, or rejected; and
- (e) in the case of an application made under paragraph 10.3.2(a)(ii) National Gas Transmission must within 15 Business Days of such application provide a statement to the DNO User in accordance with paragraph 10.2 (except with regard to the date of 30 September). Such statement will for the purpose of paragraph 10.2.3 be deemed to be an Offtake Capacity Statement revision. It is understood that in determining whether capacity is available, National Gas Transmission will take into account whether it would be likely to trigger the declaration of a Potential Network Gas Supply Emergency or actual Network Gas Supply Emergency. If this is likely to be the case it is understood that capacity would not be deemed available.

10.3.7 A DNO User may decrease the amount of its NTS Offtake Capacity at a NTS/LDZ Offtake in relation to any relevant Gas Year (year Y) or any relevant Gas Year after Year Y by notifying such decrease to National Gas Transmission during the Application Window in Gas Year Y-1, specifying:

- (a) the identity of the User;

- (b) the relevant NTS/LDZ Offtake;
- (c) the relevant Gas Year or Gas Years (or parts thereof) in respect of which notification is made;
- (d) the decreased amount of NTS Offtake (Flat) Capacity and/or the decreased amount of NTS Offtake (Flexibility) Capacity.

10.3.8 Where National Gas Transmission accepts an application (in whole or part) for an amount of, or an increase in, NTS Offtake Capacity, or where a DNO User decreases the amount of its NTS Offtake Capacity, National Gas Transmission will issue a revised Offtake Capacity Statement reflecting such amount, or such increase or decrease.

10.3.9 The NTS Offtake (Flexibility) Capacity held by a DNO User at an NTS/LDZ Offtake on a Day may also be increased as provided in TPD Section J7.3 (for which purposes the reference to NTS Exit (Flexibility) Capacity shall be treated as a reference to NTS Offtake (Flexibility) Capacity), but the Offtake Capacity Statement will not be revised to reflect such increase.

10.3.10 The Ten Year Statement to be prepared and published by National Gas Transmission in accordance with TPD Section O4 may include details of the amount of NTS Offtake Capacity held by Users at NTS/LDZ Offtakes.

10.3.11 The provisions set out in paragraph 10.2 and this 10.3 should not be confused with the provisions set out in the OAD Section H relating to NTS Long Term Demand Forecasting. Information provided by DNO Users under OAD Section H2 should not be construed as an application for the purposes of this paragraph 10.3. Similarly information provided by National Gas Transmission under OAD Section H to DNO Users should not be construed as an allocation for the purposes of paragraph 10.2 and this paragraph 10.3.

## 10.4 Charges

10.4.1 No charges are payable by Users in respect of NTS Offtake Capacity.

## 10.5 Overruns

10.5.1 If for any reason the quantity of gas offtaken by a User at an NTS/LDZ Offtake on any Day exceeds the User's NTS Offtake (Flat) Capacity, there is an overrun ("**NTS Offtake (Flat) Overrun**").

10.5.2 The amount of the NTS Offtake (Flat) Overrun at an NTS/LDZ Offtake on any Day is the amount (if any) by which the quantity of gas offtaken by a User at an NTS/LDZ Offtake on any Day exceeds the User's NTS Offtake (Flat) Capacity.

10.5.3 If for any reason a User's Offtake Flexibility Quantity at an NTS/LDZ Offtake on any Day exceeds the User's NTS Offtake (Flexibility) Capacity, there is an overrun ("**NTS Offtake (Flexibility) Overrun**").

10.5.4 The amount of the NTS Offtake (Flexibility) Overrun ('NOFO') at an NTS/LDZ Offtake on any Day is the quantity determined as follows:

$$\text{NOFO} = \max \{(\text{OFQ} - \text{NOFC}), 0\}$$

where:

OFQ is the User's Offtake Flexibility Quantity determined in accordance with paragraph 10.5.5;

NOFC is the User's NTS Offtake (Flexibility) Capacity (which may be positive or negative).

10.5.5 A User's Offtake Flexibility Quantity ('OFQ') for a Day at an NTS/LDZ Offtake is the quantity determined as follows:

$$\text{OFQ} = (\text{Q}_{2200} * (1 - \text{FT})) - (\text{Q}_D * 16/24)$$

where:

$\text{Q}_{2200}$  is the quantity of gas offtaken by the User at the NTS/LDZ Offtake between 06:00 hours and 22:00 hours on the Day;

FT is 0.015(a 1.5% flexibility tolerance);

$\text{Q}_D$  is the quantity of gas offtaken by the User at the NTS/LDZ Offtake in the whole of the Day.

10.5.6 No charge is payable by a User in respect of a NTS Offtake (Flat) Overrun or a NTS Offtake (Flexibility) Overrun.

## **11 TRANSITIONAL NTS EXIT CAPACITY REGIME: TPD MISCELLANEOUS**

### **11.1 Introduction**

11.1.1 During the exit capacity transitional period the provisions of this paragraph 11 shall apply.

### **11.2 TPD Section A: System Classification**

11.2.1 An NTS Supply Point may be an Interruptible Supply Point or a Firm Supply Point.

### **11.3 TPD Section B: System Use and Capacity**

11.3.1 Supply Point Capacity is capacity which the User is treated as utilising in offtaking gas from the Total System at any Supply Point Component.

11.3.2 Where a System Point is both an NTS Exit Point and a Supply Point Component, the provisions of both paragraph 9 as to the holding of NTS Exit Capacity and TPD Section B4 as to the holding of Supply Point Capacity are applicable (and a gas flow at such point shall be treated both as a gas flow out of the NTS and an offtake from the Total System).

11.3.3 In TPD Section B1.8.5(d) and B1.8.6 the references to paragraph 3.12.5 and 3.12.8 shall be treated as a references to paragraph 9.5.3 and 9.5.5(a) respectively.

11.3.4 For the purposes of TPD Section B1.9.3 the relevant DN Operator will hold NTS Offtake Capacity at the Scottish Independent Network NTS Exit Point.

11.3.5 In TPD Section B1.9.3(d) the reference to paragraph 3.13 shall be treated as a reference to paragraph 10.5.

11.3.6 In the circumstances in TPD Section B1.11(a) the Transporter will in addition redetermine the Supply Point Ratchet Charge for a NTS Supply Point.

11.3.7 References to Users in TPD Section B4 exclude DNO Users.

11.3.8 Subject to the provisions of the Code a Shipper User may offtake gas from the Total System at a Registered NTS Supply Point Component.

- 11.3.9 A User shall pay Customer Charges in respect of its Registered NTS Supply Points.
- 11.3.10 In TPD Sections B4.7.4 and 4.7.6 the references to LDZ Capacity Charges apply only in the case of LDZ Supply Point Components.
- 11.3.11 TPD Section B4.7.5 is only relevant in the context of an LDZ Supply Point Component.
- 11.3.12 In the context of a System Capacity Transfer (except as provided for under paragraph 8.3.4):
- (a) for the purposes of paragraph 9 and TPD Section B5 a User may only transfer all or part of its Available NTS Exit Capacity in respect of an NTS CSEP booked in accordance with the relevant CSEP Ancillary Agreement or in accordance with paragraph 9.2 to another User in accordance with TPD Section B5 (and accordingly a NTS CSEP may be a Transfer System Point);
  - (b) TPD Sections B5.1.4(b), 5.2.5, 5.4.1(a)(ii), 5.4.2(d), 5.5.1(b)(ii) and B6 shall not apply.
- 11.3.13 In TPD Section B5.5.2(b) the reference to paragraph 3.13.1(a) shall be treated as a reference to paragraph 9.6.2(a).
- 11.3.14 If:
- (a) National Gas Transmission purports to reject a System Capacity Transfer other than in accordance with TPD Section B5.2.3(a), (b) and (c); and
  - (b) reasonably promptly thereafter the Transferor User and the Transferee User so notify National Gas Transmission, stating that they wish the transfer to be implemented
- the Transferee User shall not be liable for any Overrun Charge which it would not have incurred had the System Capacity Transfer been approved (and where any such Overrun Charge has been invoiced and/or paid, appropriate invoice adjustments will be made in accordance with TPD Section S).
- 11.3.15 TPD Section B5.6.2(c) shall be deemed to include a reference to paragraph 11.3.13.

#### **11.4 TPD Section G: Supply Points**

- 11.4.1 In TPD Section G1.7.7(a), 1.7.14, 2.3.1(a), 2.3.1(c)(i)(1), 2.3.1(c)(ii)(1), 2.3.2(e), 2.4.2(e), 2.4.3, 2.4.5, 2.4.10(b), 2.5.4, 2.7.3, 2.7.4, 7.4.3 and 7.4.4 a reference to an LDZ Supply Point shall be treated as including a reference to an NTS Supply Point.
- 11.4.2 In TPD Section G2.2.6 the reference to TPD Section B3.5.5 shall be treated as a reference to paragraph 9.5.5.
- 11.4.3 For the purposes of TPD Section G2.4.2(d)(ii) where the Proposed Supply Point is an NTS Supply Point the Supply Point Offer will specify the NTS Exit Capacity.
- 11.4.4 For the purposes of TPD Section G2.5.3(b)(ii) where the Proposed Supply Point is an NTS Supply Point the User also agrees to be registered as holding NTS Exit Capacity determined in accordance with TPD Section H4.
- 11.4.5 For the purposes of TPD Section G3.2.2 where the Supply Point Withdrawal relates to an NTS Supply Point the Supply Point Transportation Charges payable shall in addition be determined by reference to the NTS Exit Capacity held by the User immediately before submission of the Supply Point Withdrawal.



- 11.4.6 TPD Section G5 (other than TPD Section G5.6 and G5.7 in their entirety and G5.3.2(c) G5.3.4 to the extent that it relates to decreases to the maximum offtake rate) shall apply in respect of an NTS Supply Point Component.
- 11.4.7 In TPD Section G7.3.6(a)(ii) and 7.4.1(b)(i) a reference to a DM Supply Point Component shall be treated as including a DM Supply Point Component comprised in an NTS Supply Point.

## **11.5 TPD Section H: Demand Estimation and Demand Forecasting**

- 11.5.1 For the purposes of TPD Section H1.1.1 demand will also be estimated to determine NTS Exit Capacity under paragraph 9.
- 11.5.2 The NTS Exit Capacity which a User is registered as holding at or (as the case may be) in respect of an NDM Supply Point Component on any Day in a Gas Year will be equal to the Supply Point Capacity determined in accordance with TPD Section H4.1.
- 11.5.3 Subject to paragraph 11.5.7(a), the Transporters shall, acting as a Reasonable and Prudent Operator, procure the development by a reputable meteorological services company of a methodology suitable for the adjustment, for the purposes of Composite Weather Variables, of historical data in relation to wind speeds and temperatures at weather stations which cease operation and are replaced by other weather stations (in suitable locations) for the purposes of such formula (“the **Weather Station Substitution Methodology**”).
- 11.5.4 Section H1.4.4 shall not come into effect until such time (if any) as the Weather Station Substitution Methodology has been approved by the Demand Estimation Sub-Committee as referred to in paragraph 11.5.7(b) and shall apply only in relation to weather stations which cease operation after 1 November 2011.
- 11.5.5 Subject to paragraph 11.5.7(a) following the approval of the Weather Station Substitution Methodology by the Demand Estimation Sub-Committee as referred to in paragraph 11.5.7(b), the Transporters shall, acting as a Reasonable and Prudent Operator, procure the development, by a reputable meteorological services company, of a methodology suitable for use in adjusting historical data in relation to wind speeds and temperatures at weather stations so that Composite Weather Variables (assuming the Composite Weather Variables were determined taking into account the Weather Station Substitution Methodology) take into account climate change trends (the “**Climate Change Methodology**”).
- 11.5.6 Section H1.4.5 shall not come into effect until such time (if any) as the Weather Station Substitution Methodology and Climate Change Methodology have been approved by the Demand Estimation Sub-Committee as referred to in paragraph 11.5.7(b).
- 11.5.7 The Transporters shall not:
- (a) invite tenders for the development of the Weather Station Substitution Methodology or the Climate Change Methodology without the prior approval by the Demand Estimation Sub-Committee (on a simple majority vote of the members of such Sub-Committee present at the relevant meeting of the Sub-Committee) of the scope of work specified in the relevant invitation to tender; or
  - (b) revise the formula by which the Composite Weather Variable for any LDZ is determined so as to incorporate either the Weather Station Substitution Methodology or the Climate Change Methodology without the approval of the relevant methodology by the Demand Estimation Sub-Committee (on a simple majority vote of the members of such Sub-Committee present at the relevant meeting of the Sub-Committee).

11.5.8 Nothing in paragraphs 11.5.3 and 11.5.5 shall oblige the Transporters to apply the Weather Station Substitution Methodology or Climate Change Methodology so as to revise any Composite Weather Variable.

## **11.6 TPD Section J: Assured Offtake Pressure**

11.6.1 The reference to the Offtake Pressure Statement in TPD Section J2.5.1(b) shall be treated for each Gas Year up to and including the Gas Year ending 30 September 2012 as a reference to the Offtake Capacity Statement issued in accordance with paragraph 10.2.1.

11.6.2 TPD Sections J2.5.2 to 2.5.13 (inclusive) shall not apply.

11.6.3 In accordance with paragraph 10.2.4, the 0600 and 2200 pressures specified (in relation to any NTS/LDZ Offtake) for any Gas Year in the Offtake Capacity Statement issued in any Gas Year will be the same as those specified in the preceding year's statement for such Gas Year, subject to any revision pursuant to paragraph 11.6.6.

11.6.4 For the purposes of paragraph 10.3, in connection with an application for an amount or an increase in NTS Offtake Capacity, National Gas Transmission will not determine that it is feasible to make gas available for offtake on the basis of such increase to the extent that the 0600 and 2200 pressures at which it expects that, under normal NTS operating conditions, gas would (if such application were accepted) be available for offtake at the NTS/LDZ Offtake on any Day during any relevant Gas Year would be reduced below the prevailing Assured Offtake Pressures.

11.6.5 A DNO User may, at the times at which it may apply (in accordance with paragraph 10.3.2) for:

- (a) an increase in NTS Offtake Capacity, apply to increase the Assured Offtake Pressures in relation to an NTS/LDZ Offtake for a relevant Gas Year;
- (b) an amount of NTS Offtake Capacity, apply for the Assured Offtake Pressures in relation to an NTS/LDZ Offtake for a relevant Gas Year.

11.6.6 Subject to paragraph 11.6.8, National Gas Transmission may reject, or accept in part only, any application for, or an increase in, Assured Offtake Pressures in respect of an NTS/LDZ Offtake in a Gas Year where, or (as the case may be) to the extent that, National Gas Transmission determines (having regard, inter alia, to the amounts of NTS Offtake Capacity and NTS Exit Capacity held by Users) it would not be possible (under all credible NTS operating conditions) to make gas available for offtake at the NTS/LDZ Offtake on any Day during that Gas Year at the increased Assured Offtake Pressures applied for.

11.6.7 For the purposes of paragraph 11.6.6, the reference to all credible NTS operating conditions is to all conditions other than a condition the existence of which would amount to Force Majeure affecting National Gas Transmission.

11.6.8 For the purposes of paragraph 11.6.6, where a DNO User has applied for Assured Offtake Pressures at an NTS/LDZ Offtake for a relevant Gas Year in accordance with paragraph 11.6.5(b), then where the Assured Offtake Pressures specified in the Offtake Capacity Statement for the preceding year are:

- (a) greater than or equal to the Assured Offtake Pressures applied for, such application will be accepted; or

- (b) less than the Assured Offtake Pressures applied for, the Assured Offtake Pressures accepted will be not less than the values specified in the Offtake Capacity Statement for such preceding year.

### **11.7 TPD Section J: Gas not made available for offtake**

- 11.7.1 TPD Section J3.5.1(a) shall apply in respect of both an LDZ System Exit Point and an NTS System Exit Point.
- 11.7.2 TPD Section J3.5.3 shall apply to a Supply Point Component in both an NTS Supply Point and an LDZ Supply Point.
- 11.7.3 In TPD Section J3.5.3(a) the value 'P' is the sum of the Applicable Daily Rates of:
  - (a) the Capacity Variable Component of the Customer Charge;
  - (b) in the case of an LDZ Supply Point, the LDZ Capacity Charge; and
  - (c) the applicable NTS Exit Capacity Charge.
- 11.7.4 TPD Section J3.5.5 shall apply in respect of both an LDZ Connected System Exit Point and an NTS Connected System Exit Point.
- 11.7.5 For the purposes of TPD Section J3.5.6 in respect of an NTS Connected System Exit Point a CSEP User's "**Relevant Exit Capacity**" shall be its Available NTS Capacity at the Connected System Exit Point.
- 11.7.6 TPD Section J3.5.7 shall not apply.
- 11.7.7 TPD Section J3.5.11 shall not apply to a dispute in relation to an NTS Exit Point.

### **11.8 TPD Section J: User offtake obligations: DM Supply Point Components**

- 11.8.1 TPD Section J3.8 shall apply in respect of a DM Supply Point Component comprised in an NTS Supply Point and in an LDZ Supply Point.

### **11.9 TPD Section J: User offtake obligations: CSEPs, NTS Exit Points and Inter-System Offtakes**

- 11.9.1 TPD Section J3.9 shall apply in respect of an NTS Connected System Exit Point and an LDZ Connected System Exit Point.
- 11.9.2 The Transporter will not be obliged under any provision of the Code to make gas available for offtake from the Total System at an NTS Connected System Exit Point by a CSEP User, on any Day, in a quantity which exceeds the User's Available NTS Exit Capacity.
- 11.9.3 TPD Sections J3.10.1(a) and 3.10.2(b) shall not apply and in TPD Section J3.10.2(a) the reference to NTS Exit (Flat) Capacity and to NTS Exit (Flexibility) Capacity shall be treated as a reference to NTS Offtake (Flat) Capacity and to NTS Offtake (Flexibility) Capacity.
- 11.9.4 TPD Sections J3.10.5 and 3.10.6 shall not apply and the upstream Transporter will not be obliged under any provision of the Code to make gas available for offtake from the upstream System by a User:
  - (a) at an NTS/LDZ Offtake:

- (i) at any time, at a rate which exceeds the maximum permitted rate (in accordance with TPD Section J3.10.2(a);
  - (ii) on any Day, in a quantity which exceeds the User's NTS Offtake (Flat) Capacity; or
  - (iii) in the period between 06:00 hours and 22:00 hours on any Day, in a quantity which exceeds  $(\text{NOFC} + 16/24 * \text{QD})$  (as those terms are defined in paragraph 10.5);
- (b) at an LDZ/LDZ Offtake:
- (i) at any time, at a rate which exceeds the maximum permitted rate (in accordance with TPD Section J3.10.3);
  - (ii) on any Day, in a quantity which exceeds the maximum permitted quantity in accordance with the Network Exit Provisions.

### **11.10 TPD Section J: NTS Exit Capacity at relevant NTS Connected System Exit Points**

11.10.1 TPD Section J6.7.1 is subject to paragraph 11.10.5.

11.10.2 Without prejudice to any provisions for allocation of NTS Exit Capacity contained in the CSEP Network Exit Agreement or any CSEP Ancillary Agreement, or the further provisions of this paragraph 11.10 and TPD Section J6.7, National Gas Transmission shall be entitled to reject any application for (or for an increase in) NTS Exit Capacity at a relevant NTS Connected System Exit Point where the requirement in TPD Section J6.7.1 would be infringed if it accepted such application.

11.10.3 National Gas Transmission may agree, pursuant to the CSEP Network Exit Agreement or CSEP Ancillary Agreement, and subject to any conditions contained in such Agreement, that, with effect from the expiry of the capacity period (as defined in such Agreement) in respect of any prevailing registration in the name of any User of NTS Exit Capacity at an NTS Connected System Exit Point, the User shall be entitled to apply for and may be registered (in priority to any other User) as holding NTS Exit Capacity in an amount subject to such prevailing registration.

11.10.4 Unless National Gas Transmission shall otherwise agree, any application by a User for NTS Exit Capacity at a relevant NTS Connected System Exit Point shall be made by way of Conventional Notice; and any registration of NTS Exit Capacity at a relevant NTS Connected System Exit Point in respect of which this paragraph 11.10.4 is not complied with shall be invalid and ineffective notwithstanding such registration may be recorded in UK Link and notwithstanding National Gas Transmission may have invoiced NTS Exit Capacity Charges pursuant to such registration.

11.10.5 National Gas Transmission may agree pursuant to a CSEP Network Exit Agreement or a CSEP Ancillary Agreement, upon such terms and subject to such conditions as may be provided in such Agreement, that:

- (a) a relevant NTS Connected System Exit Point may be treated, pursuant to TPD Section A3.5.5, as comprising two separate Connected System Exit Points (respectively a "**Firm CSEP**" and an "**Interruptible CSEP**") for the purposes described in this paragraph 11.10.5 and such other purposes as may be specified in such Agreement;
- (b) a CSEP User may apply for and hold NTS Exit Capacity at the Interruptible CSEP the basis that National Gas Transmission shall be entitled to require the User to reduce or

discontinue the offtake of gas from the Total System at the Connected System Exit Point:

- (i) where it would not otherwise be feasible for National Gas Transmission to make available gas for offtake from the Total System by CSEP Users at the Firm CSEP pursuant to the exercise of their entitlements so to offtake gas;
- (ii) in any such other circumstances as may be provided in such Agreement; and
- (c) a CSEP User will not be liable to pay NTS Exit Capacity Charges, or will be liable to pay such charges only at a reduced rate, in respect of NTS Exit Capacity held (in accordance with paragraph (b)) at the Interruptible CSEP

and in such a case the Firm CSEP, but not the Interruptible CSEP, shall be a relevant Connected System Exit Point for the purposes of TPD Section J6.7.1.

### **11.11 TPD Section J: Inter-System Offtakes: Special Provisions**

11.11.1 In addition to the requirements in TPD Section J4.5, an Offtake Profile Notice submitted in relation to an NTS/LDZ Offtake must satisfy the requirement in paragraph 11.11.2.

11.11.2 The requirement is that the offtake of gas (at the NTS/LDZ Offtake) from the NTS at the rates of offtake specified in the Offtake Profile Notice would not result in an NTS Offtake (Flat) Overrun or an NTS Offtake (Flexibility) Overrun.

11.11.3 In TPD Section J7.3 and 7.4 references to NTS Exit (Flat) Capacity and NTS Exit (Flexibility) Capacity shall be treated as a reference to NTS Offtake (Flat) Capacity and NTS Offtake (Flexibility) Capacity and in TPD Section J7.3.1(c) the reference to TPD Section B3.13.4 shall have no effect.

11.11.4 TPD Section J7.4 shall only apply in respect of a DNO Operator in relation to an NTS/LDZ Offtake (after taking account of any request under TPD Section J7.3.1) and for which purposes the DNO Operator shall be liable to National Gas Transmission for all amounts National Gas Transmission was liable to any Shipper User or other DNO User as a consequence of the upstream Transporter's failure to make gas available for offtake.

11.11.5 In TPD Section J7.4 references to a Chargeable NTS Exit (Flat) Overrun shall be treated as a reference to an NTS Offtake (Flat) Overrun and references to an NTS Exit (Flex) Overrun shall be treated as a reference to an NTS Offtake (Flex) Overrun.

11.11.6 TPD Section J7.4.3 shall have no effect.

### **11.12 TPD Section J: NTS CSEPs**

11.12.1 TPD Section J8 shall not apply.

### **11.13 TPD Section Q: Emergencies**

11.13.1 TPD Section Q4.1(a)(iii) shall not apply.

### **11.14 TPD Section R: NTS Exit Capacity**

11.14.1 If, upon the application of a User, National Gas Transmission has informed the User that a Storage Connection Point is 'eligible for firm transportation' for the purposes of this paragraph 11.14, the User may elect to hold (and pay NTS Exit Capacity Charges in respect of) NTS Exit Capacity at the Storage Connection Point.

11.14.2 For the purposes of paragraphs 11.14 to 11.18 (inclusive), in relation to a Storage Connection Point:

- (a) a "**Firm User**" is a User who holds Available NTS Exit Capacity at that point (pursuant to an election by that or another User under paragraph 11.14.1);
- (b) the "**Aggregate Firm Offtake Rate**" is the rate of offtake determined as 1/24 of the aggregate amount (if any) of the NTS Exit Capacity for the time being held by Firm Users at that point;
- (c) a User's "**Interruptible UDQO**" for a Day in relation to that point is:
  - (i) subject to paragraph (ii), that User's UDQO;
  - (ii) in the case of a Firm User, the amount (if any) by which its UDQO exceeds the amount of its Available NTS Exit Capacity at the point.

### 11.15 TPD Section R: Interruption

11.15.1 The Transporter shall be entitled to require interruption (including a reduction in the rate) of the offtake (in aggregate by all Users) of gas from the Total System at a Storage Connection Point, by giving notice ("**SCP Interruption Notice**") to the Storage Operator and each Storage CSEP User, specifying:

- (a) the time ("**interruption time**"), not being less than 5 hours after such notice was given, with effect from which such offtake of gas is to be interrupted; and
- (b) the reduced aggregate rate (or discontinuance) of offtake required by such interruption; provided that such rate shall not be less than the Aggregate Firm Offtake Rate.

11.15.2 Paragraphs 5.6.3 (other than 5.6.3(b)) and 5.7.4 shall apply in respect of interruption under paragraph 11.15.1 at a Storage Connection Point.

11.15.3 Storage CSEP Users shall secure compliance with any SCP Interruption Notice and shall be responsible for submitting Output Renominations accordingly.

11.15.4 The Transporter may (but shall not be required to) agree pursuant to the Storage Connection Agreement that the Storage Operator will take such steps as are necessary to interrupt or reduce the rate of offtake of gas at the Storage Connection Point so as to comply with an SCP Interruption Notice.

11.15.5 Where the Transporter has given an SCP Interruption Notice, as soon as reasonably possible after the Transporter determines that the requirement for interruption no longer applies or will at a certain time cease to apply, the Transporter will so notify the Storage Operator and Storage CSEP Users specifying the time at which the requirement for such interruption will no longer apply.

### 11.16 TPD Section R: Days of Interruption

11.16.1 The number of Days on which the Transporter requires interruption at a Storage Connection Point shall be determined in accordance with paragraph 5.7.5.

11.16.2 For the purposes of paragraphs 11.14 to 11.18 (inclusive), paragraph 5.5 (other than paragraphs 5.5.6 and 5.5.8) shall apply.

11.16.3 The Transporter will not require interruption at a Storage Connection Point on more than 15 Days outside the Winter Period in any Gas Year.

### **11.17 TPD Section R: Failure to Interrupt**

11.17.1 Paragraph 5.5 (other than paragraph 5.5.6) shall apply for the purposes of this paragraph 11.17, subject as follows.

11.17.2 For the purposes of paragraph 5.9.2(b)(i), in the context of interruption required at a Storage Connection Point, the amount payable by Storage CSEP Users in aggregate shall be calculated:

- (a) by reference to the basis of the Applicable Annual Rate of NTS Exit Capacity Charge for the Exit Zone in which the Storage Connection Point is located; and
- (b) on the basis of a notional Supply Point Capacity calculated as the difference between the rate (in MW) of offtake of gas at the Storage Connection Point immediately before the interruption time, and the reduced rate (including zero, subject to the proviso to paragraph 11.15.1(b)) of offtake (in MW) required by such interruption, multiplied by the period (in hours, divided by 24) from the interruption time until the end of the Gas Flow Day.

11.17.3 For the purposes of paragraph 5.9.2(b)(ii), in the context of interruption required at a Storage Connection Point, the term 'Y' shall be the aggregate quantity of gas offtaken, at times when the SCP Interruption Notice was in force, at a rate in excess of the reduced rate (including zero, subject to the proviso to paragraph 11.15.1(b)) of offtake (in MW) required by such interruption.

11.17.4 Paragraph 5.9.8 shall not apply, but the Storage Connection Point shall be counted as a Registered Interruptible Supply Point for the purposes of the further application of paragraph 5.9.7.

11.17.5 Subject to paragraph 11.17.6, in relation to a Storage Connection Point, Storage CSEP Users (including the Storage Operator) shall be liable for the aggregate amounts payable pursuant to paragraph 11.17.1 in respect of a Day in the proportions of their respective Interruptible UDQOs in respect of the Storage Connection Point.

11.17.6 Where Storage CSEP Users have appointed a User Agent for the purposes of determining the allocation of such amounts:

- (a) the Transporter will notify to such agent the aggregate amounts payable pursuant to paragraph 11.17.1 not later than 6 Days after the Gas Flow Day;
- (b) where the agent notifies the Transporter, not later than the Exit Close-out Date, an allocation of such amounts (in aggregate equal to the aggregate amount notified by the Transporter under paragraph (a)) between particular Storage CSEP Users specified by the agent, paragraph 11.17.5 shall not apply, and Storage CSEP Users will be liable for such amounts in accordance with the agent's notification to the Transporter.

### **11.18 TPD Section R: Interpretation**

11.18.1 In paragraphs 11.14 to 11.18 (inclusive) "**Storage CSEP User**" means a CSEP User in respect of a Storage Connection Point.

11.18.2 Where any provision of paragraph 5 is to apply for the purposes of paragraphs 11.14 to 11.18 (inclusive), such references in paragraph 5 to the terms in the first column in the table below

shall be construed as references to the terms (as used in relation to a particular Storage Connection Point in paragraphs 11.14 to 11.18 (inclusive)) in the second such column:

TD Part IIC, paragraph 5	Paragraphs 11.14 to 11.18 (inclusive)
Interruption	Interruption under paragraph 11.15
Interruption Notice	SCP Interruption Notice
Supply Point or Interruptible Supply Point	Storage Connection Point
Supply Meter Point	Any Individual System Exit Point comprised in the Storage Connection Point
User or Registered User	All of the Storage CSEP Users, or where the context admits, a particular Storage CSEP User
The requirement in paragraph 5.7.2(b)	The requirement for interruption under paragraph 11.15
TNI Supply Point	A Storage Connection Point subject to a designation by the Transporter pursuant to paragraph 5.5.1

**11.19 TPD Section S: Invoicing and Payment**

11.19.1 The Invoice Items appearing on an NTS Exit Capacity Invoice shall include (and be limited to) NTS Exit Capacity Charges – DM NTS Exit Capacity, NTS Exit Capacity Charges – NDM NTS Exit Capacity and NTS Exit Overrun Charges.

**11.20 TPD Section U: UK Link**

11.20.1 In TPD Section U references to Users shall exclude DNO Users other than a DNO User in the capacity of an LDZ Shrinkage Provider.

**11.21 TPD Section V: General**

11.21.1 In TPD Section V3 and V4 references to Users exclude DNO Users.

11.21.2 TPD Sections V3.3.2(c)(ii) and 3.3.4 shall not apply.

11.21.3 Upon implementation of Modification 0827S, the Transporter will assess the Unsecured Credit Limit of all current Users who had their limit allocated in reliance on a Graydon’s assessment. This reassessment will use the Creditsafe assessment unless the Transporter is notified by the relevant User of a preference for assessment by another agency referred to in columns 2 and 3 of the table TPD V3.1.7(b) prior to implementation of Modification 0827S.

**11.22 National Gas Transmission Interruption of Injection**

11.22.1 In respect of a National Gas Transmission LNG Storage Facility, where National Gas Transmission notified National Gas Transmission LNG Storage that it requires the interruption



of the offtake of gas at a Storage Connection Point pursuant to Section R3.2, National Gas Transmission LNG Storage may in respect of the Day in relation to which National Gas Transmission so notified National Gas Transmission LNG Storage cancel injection or reduce the quantities injected by Users to such facility for the purposes of avoiding or limiting a Transportation Constraint which National Gas Transmission anticipates would otherwise arise.

11.22.2 Where National Gas Transmission LNG Storage cancels injection or reduces injection quantities under paragraph 5.8.1, National Gas Transmission LNG Storage will revise on behalf of Users their Storage Injection Nominations and notify such revised Storage Nomination Quantities as soon as reasonably practicable after the requirement for interruption was known.

11.22.3 Where in respect of a National Gas Transmission LNG Storage Facility, National Gas Transmission LNG Storage is in receipt of a notice from National Gas Transmission pursuant to Section R3.2 in respect of the interruption of the offtake of gas at the Storage Connection Point, National Gas Transmission LNG Storage will indemnify the User and hold it harmless against any charges payable by the User to National Gas Transmission pursuant to Section G6 in respect of the failure by the User to interrupt the offtake of gas at the relevant Storage Connection Point.

## **12 INTERIM NTS EXIT CAPACITY REGIME: OAD MISCELLANEOUS**

### **12.1 OAD Section I: Revisions requested by National Gas Transmission**

12.1.1 In OAD Section I2.4.4:

- (a) the reference to paragraph 2 and TPD Section J4.5.2 shall include a reference to paragraph 11.11.1 and 11.11.2;
- (b) where compliance with National Gas Transmission's request would infringe the requirement in paragraph 11.11.2 National Gas Transmission shall be deemed to have accepted the request pursuant to TPD Section J7.3.1 (for which purposes the User's NTS Offtake (Flexibility) Capacity shall be increased in the same manner as is therein provided in respect of NTS Exit (Flexibility) Capacity) or waived such other requirements in accordance with OAD I2.4.4.

### **12.2 OAD Section I: Revisions requested by DNO**

12.2.1 OAD Section I2.5 shall not apply.

### **12.3 OAD Section I: Variation of restrictions**

12.3.1 OAD Section I2.7.1 shall not apply.

12.3.2 The requirements and restrictions in OAD Section I2, TPD Sections J7.3 and paragraph 11.11 in relation to Offtake Profile Notices (and revisions thereof) shall not apply to the extent that (subject to and in accordance with TPD Section J4.5.5 where applicable) National Gas Transmission waives or agrees to vary any such requirement or restriction in a particular case, and in particular shall not apply to the extent inconsistent with any Interruption Instruction given by National Gas Transmission under paragraphs 7.1 and 7.2.

12.3.3 A DNO may request a waiver or variation (as referred to in paragraph 12.3.2) by submitting a proposed Offtake Profile Notice which does not comply with any such requirement or restriction, and such proposed Offtake Profile Notice shall take effect as an Offtake Profile Notice if and (if so) with effect from the time at which National Gas Transmission agrees such waiver or variation.

## 13 TRANSITION TO SINGLE SUPPLY METER POINT REGIME

### 13.1 Initial period and transitional period

13.1.1 For the purposes of paragraph 13, 14 and 15:

- (a) the “**SSMP transition phase 1**” is the period commencing on the implementation date for Modification 428 and ending on (and including) 31 March 2014;
- (b) the “**Project Nexus Go Live Date**” is 1 October 2015 or such other date as may be determined by the Uniform Network Code Committee;
- (c) the “**SSMP transition period**” is the period commencing on the implementation date being for Modification 428 and ending on (and including) the date being three (3) months prior to the Project Nexus Go Live Date;
- (d) the “**SSMP transition date**” is the date of expiry of the SSMP transition period;
- (d) the “**SSMP transition phase 2**” is the period commencing on 1 April 2014 and ending on (and including) the Day before the Project Nexus Go Live Date and comprising *inter alia* the SSMP transition period;
- (e) an “**Affected Supply Meter Point**” is a Supply Meter Point which at the SSMP transition date is comprised in a Supply Point containing more than one Supply Meter Point.

13.1.2 During the SSMP transition phase 1:

- (a) TPD Sections A, B, C, D, E, F, G, H, J, L, M, N, Q and S and Transition Document Part IID paragraph 2 shall apply subject to the provisions of paragraph 14; and
- (b) this paragraph 13 and paragraph 14 of this Part IIC shall apply.

13.1.3 During the SSMP transition phase 2:

- (a) TPD Sections A, B, C, D, E, F, G, H, J, L, M, N, Q and S and Transition Document Part IID paragraph 2 shall apply subject to the provisions of paragraphs 14 and 15; and
- (b) this paragraph 13 and paragraphs 14 and 15 of this Part IIC shall apply.

### 13.2 Transit rule

13.2.1 By no later than the SSMP transition date a Supply Point which on the Day preceding such date comprised more than one Supply Meter Point shall, in accordance with the rules in paragraph 13.4 cease to comprise more than one Supply Meter Point.

### 13.4 Supply Point Transition

13.4.1 On any Day during the SSMP transition period the Registered User of a Supply Point comprising Affected Supply Meter Points shall:

- (a) apply to reduce the number of Affected Supply Meter Points comprised in such Supply Point to one:

- (i) in respect of a Larger Supply Point, by submitting a Supply Point Renomination and Supply Point Reconfirmation; and
  - (ii) in respect of a Smaller Supply Point, by submitting a Supply Point Reconfirmation; and
- (b) in respect of any Affected Supply Meter Point that is no longer comprised within the relevant Supply Point as a result of a Reconfirmation submitted pursuant to (a) above becoming effective, apply to register a Supply Point in respect of each such Affected Supply Meter Point:
- (i) in respect of a Larger Supply Point, by submitting a Supply Point Nomination and Supply Point Confirmation; and
  - (ii) in respect of a Smaller Supply Point, by submitting a Supply Point Confirmation,
- and any such Supply Point so registered shall comprise only one (1) Affected Supply Meter Point.

Each such Supply Point Renomination, Supply Point Reconfirmation, Supply Point Nomination and/or Supply Point Confirmation (as the case may be) submitted by a User pursuant to this paragraph 13.4.1 shall:

- (c) include within it all existing details recorded in the Supply Point Register in respect of the relevant Affected Supply Meter Point; and
- (d) insofar as they relate to Affected Supply Meter Points that were previously comprised within the same Supply Point, take effect on the same Day during the SSMP transition period.

13.4.2 Where any Registered User of a Supply Point which comprises Affected Supply Meter Points does not submit the necessary Supply Point Renomination, Supply Point Reconfirmation, Supply Point Nomination and/or Supply Point Confirmation (as the case may be) as required under paragraph 13.4.1 the Registered User shall be deemed have granted the Transporter the authority to do so on any date during the period between the expiry of the SSMP transition period and the Project Nexus Go Live Date, and the Transporter:

- (a) shall reduce the number of Affected Supply Meter Points comprised in any such Supply Point to one:
  - (i) in respect of a Larger Supply Point, by submitting a Supply Point Renomination, creating a Supply Point Offer and submitting a Supply Point Reconfirmation; and
  - (ii) in respect of a Smaller Supply Point, by submitting a Supply Point Reconfirmation; and
- (b) shall register a Supply Point in the name of the relevant Registered User in respect of each Affected Supply Meter Point that is no longer comprised within the relevant Supply Point as a result of a Reconfirmation submitted pursuant to (a) above becoming effective:
  - (i) in respect of a Larger Supply Point, by submitting a Supply Point Nomination, creating a Supply Point Offer and submitting a Supply Point Confirmation; and

- (ii) in respect of a Smaller Supply Point, by submitting a Supply Point Confirmation,

and any such Supply Point so registered shall comprise only one (1) Affected Supply Meter Point.

13.4.3 Where the Transporter creates a Supply Point Offer and submits a Supply Point Renomination, Supply Point Reconfirmation, Supply Point Nomination and/or Supply Point Confirmation (as the case may be) pursuant to paragraph 13.4.2 it will include within it all existing details recorded in the Supply Point Register in respect of the relevant Affected Supply Meter Point and such information shall similarly be used to generate the relevant Supply Point Offer.

13.4.4 Where a Supply Point comprising an Affected Supply Meter Point is registered or reconfirmed pursuant to paragraph 13.4.1 or 13.4.2 then where:

- (a) the Affected Supply Meter Point is comprised in a DM Supply Point, such registration or Reconfirmation shall specify an hourly and daily Supply Point Capacity that is equal to the peak hourly and daily consumption in respect of such Supply Meter Point for the period 1 October to 31 March (inclusive) preceding the SSMP transition date;
- (b) none of the requirements of TPD Section 1.5.1 are satisfied in respect of an Affected Supply Meter Point that was previously registered as a DM Supply Meter Point, such Affected Supply Meter Point shall be comprised in an NDM Supply Point

13.4.5 In the event of a conflict between the provisions of paragraph 14 and 15 and this paragraph 13.4, this paragraph 13.4 shall apply.

## **14 SSMP TRANSITION PHASE 1**

### **14.1 Introduction**

14.1.1 During the SSMP transition phase 1 the provisions of this paragraph 14 shall apply.

### **14.2 TPD Section A: System Classification**

14.2.1 TPD Section A4.1 shall be treated as including the following Section A4.1.4:

4.1.4 A Supply Meter Point shall be classified as a "**DM Supply Meter Point**" where paragraph G1.5.1 applies and otherwise shall be classified as an "**NDM Supply Meter Point**".

14.2.2 TPD Section A4.2.1 shall be read as including multiple Supply Meter Points as well as a singular Supply Meter Point.

14.2.3 TPD Section A4.3 shall be read as the following:

#### **4.3 Supply Point Components**

4.3.1 A Supply Point may comprise a DM Supply Point Component or an NDM Supply Point Component or both.

4.3.2 A "Supply Point Component" is either:

- (a) all (if any) of the Supply Meter Points comprised in one Supply Point which are DM Supply Meter Points (a "**DM Supply Point Component**");

- (b) all (if any) of the Supply Meter Points comprised in one Supply Point which are NDM Supply Meter Points (an "**NDM Supply Point Component**").

14.2.4 TPD Section A4.4.2 shall be read as follows and the existing TPD Section A4.4.2 shall be renumbered as A4.4.3:

4.4.2 An "**Interruptible**" Supply Point Component is a Supply Point Component of an Interruptible Supply Point, and a "**Firm**" Supply Point Component is a Supply Point Component of a Firm Supply Point.

14.2.5 All references to Supply Points within TPD Section A4.5 shall be read as references to Supply Point Components.

### **14.3 TPD Section B: System Use and Capacity**

14.3.1 The references to Scottish Independent Network Supply Points within TPD Section B1.9.2 and 1.9.3(d) shall be read as references to Scottish Independent Network Supply Point Components.

14.3.2 The references to DM Supply Point within TPD Section B4.2.1 and 4.2.2 shall be read as reference to a DM Supply Point Component included within a Proposed Supply Point and within TPD Section B4.2.3 as reference to a DM Supply Point Component within a Registered Supply Point.

14.3.3 The reference to DM Supply Point within TPD Section B4.2.4 shall be read as reference to a DM Supply Point Component.

14.3.4 All references to NDM Supply Points and LDZ Supply Points within TPD Section B4.3 and 4.4 shall be read as references to NDM Supply Point Components and LDZ Supply Point Components.

14.3.5 All references to DM Supply Points comprising Shared Supply Meter Point(s) within TPD Section B4.7.8 shall be read as references to DM Supply Point Components including Shared Supply Meter Point(s).

14.3.6 All references to DM Supply Points within TPD B4.7.12 shall be read as references to DM Supply Meter Points.

### **14.4 TPD Section C: Nominations**

14.4.1 The references to Supply Points within TPD Section C1.4.1 shall be read as references to Supply Point Components.

14.4.2 The references to NDM Supply Point Demand and NDM Supply Points within TPD C1.5.2 shall be read as references to NDM Supply Meter Point Demand and NDM Supply Point Components respectively.

14.4.3 TPD Section C2.2.5 shall be read as referring to DMC Supply Point Components comprising Shared Supply Meter Point(s).

### **14.5 TPD Section D: Operational Balancing and Trading Arrangements**

14.5.1 D1.3.1(b) reference to Interruptible Supply Point shall be read as Interruptible Supply Point Component.

### **14.6 TPD Section E: Daily Quantities, Imbalances and Reconciliation**

14.6.1 TPD Sections E3.1.1 and 3.1.2 shall be read as follows:

3.1.1 For a nominating User the UDQO in respect of a Registered Supply Point Component for the Gas Flow Day shall be:

- (a) in the case of a NDM Supply Point Component, the sum of the NDM Supply Meter Point Demands (in accordance with Section H2) for each NDM Supply Meter Point comprised in that NDM Supply Point Component;
- (b) in the case of a DM Supply Point Component, the User SPDQ in accordance with paragraph 3.1.2.

3.1.2 The "**User SPDQ**" for a User in respect of a Registered DM Supply Point Component shall be the sum for each of the DM Supply Meter Points comprised in the Supply Point Component of:

- (a) subject to paragraph (b), the Supply Meter Point Daily Quantity;
- (b) in the case of a Shared Supply Meter Point, the portion of the Supply Meter Point Daily Quantity determined in respect of that User in accordance with the Shared Supply Meter Notification pursuant to Section G1.7.

14.6.2 References in TPD Section E10.1.1(a) to DM Supply Points shall be read as references to DM Supply Point Components.

14.6.3 References in TPD Section E10.1.1(b) to Larger DM SPs and Larger NDM SPs shall be read as references to Larger DM SPCs and Larger NDM SPCs.

14.6.4 TPD Section E10.1.2(a) shall be read as follows:

**"Smaller SPCs"**, **"Larger NDM SPCs"** and **"Larger DM SPCs"** mean respectively the following classes of Supply Point Component and (in each case) CSEP Equivalent Points:

- (i) Supply Point Components comprised in Smaller Supply Points;
- (ii) NDM Supply Point Components comprised in Larger Supply Points; and
- (iii) DM Supply Point Components comprised in Larger Supply Points;

(each a "**SPC Class**")

14.6.5 The reference to Supply Points in TPD Section E10.1.2(b) shall be read as a reference to Supply Point Components.

14.6.6 TPD Sections E10.5.1 and 10.5.2 shall be read as follows:

10.5.1 For the purposes of this paragraph 10, for each AUG Year, for each User, Reconciliation Billing Period and SPC Class:

- (a) the "**User SPC Aggregate AQ**" ( $USAAQ_{SPC}$ ) is the amount calculated as follows:

$$USAAQ_{SPC} = \sum_d \sum_r AQ_{rd}$$

where

$\Sigma_d$  is the sum over Days in the Reconciliation Billing Period;

$\Sigma_r$  is the sum over the User's Registered Supply Point Components and CSEP Equivalent Points of the relevant SPC Class in all LDZs on Day d;

and where for each such Supply Point Component or CSEP Equivalent Point and Day,  $AQ_{rd}$  is the Annual Quantity of such Supply Point Component or the equivalent quantity determined pursuant to the relevant CSEP Network Exit Provisions;

- (b) the **"User SPC Aggregate AQ Proportion"** ( $USAAQ_{SPC}$ ) is the decimal factor calculated as follows:

$$USAAQ_{SPC} = \sum_U USAAQ_{SPC} / \sum_U USAAQ_{SPC}$$

where  $\Sigma_U$  is the sum over all Users.

10.5.2 For the purposes of this paragraph 10, for each AUG Year, for each User and Reconciliation Billing Period:

- (a) the **"User Unidentified Gas Quantity"** (UUGQ) is the amount in kWh calculated as follows:

$$UUGQ = \sum_{SPC} (\sum_{UGS} UGQ_{SPC} * USAAQ_{SPC}) / 12$$

where

$\Sigma_{SPC}$  is the sum over SPC Classes

$\Sigma_{UGS}$  is the sum over Unidentified Gas Sources set out in the AUG Table

and where for each Unidentified Gas Source and SPC Class

$UGQ_{SPC}$  is the Unidentified Gas Quantity set out in the AUG Table

and where for each SPC Class

$USAAQ_{SPC}$  is User SPC Aggregate AQ Proportion

- (b) the **"User Unidentified Gas Amount"** (UUGA) is the amount calculated as follows:

$$UUGA = UUGQ * TDSAP$$

where

TDSAP is the arithmetic average of the values of System Average Price for each of the Days in the Reconciliation Billing Period.

14.6.7 The references to Larger DM SPs (A), Larger NDM SPs (B) and Smaller SPs (C) within Table E1 shall be read as references to Larger DM SPCs (A), Larger NDM SPCs (B) and Smaller SPCs (C) respectively.

**14.7 TPD Section F: System Clearing, Balancing Charges and Neutrality**

14.7.1 In TPD Section F3.3.1, 3.3.2 and 3.3.4 references to Registered DMC Supply Points, VLDMC Supply Points, DMA Supply Points and SDMC(I) Supply Points shall be read as references to DMC Supply Point Components, VLDMC Supply Point Components, DMA Supply Point Components and SDMC(I) Supply Point Components.

14.7.2 TPD Section F3.3.4(a) shall be read as including reference to more than one Supply Meter Point comprised in a DMC Supply Point Component (other than a SDMC(I) Supply Point Component).

**14.8 TPD Section G: Supply Points**

14.8.1 TPD Section G shall not apply and instead the form of TPD Section G set out in Annex 1 hereto shall apply.

**14.9 TPD Section H: Demand Estimation and Demand Forecasting**

14.9.1 In TPD Section H all references to NDM Supply Points and Supply Point Demand shall be read as references to NDM Supply Point Components and Supply Meter Point Demand respectively.

14.9.2 TPD Section H1.2.3 shall be read as follows:

1.2.3 The "**Applicable End User Category**" in respect of an NDM Supply Point Component or NDM Supply Meter Point at any time is the End User Category to which the NDM Supply Point Component (or that in which that Supply Meter Point is comprised) belongs at that time.

14.9.3 TPD Section H2.2.1 and 2.2.2 shall be read as follows:

2.2.1 NDM Supply Meter Point Demand ('SPD') for a Day (Day 't') shall be determined according to the following formula:

$$SPD = \frac{AQ}{365} \times ALP_t \times (1 + DAF_t \times WCF_t) \times SF_t$$

where AQ is the Annual Quantity (in kWh) in respect of the relevant NDM Supply Meter Point (in accordance with paragraph 3.1.5(a) in the case of a Shared Supply Meter Point);

and where for Day 't':

ALP<sub>t</sub> is the value of the Annual Load Profile for the Applicable End User Category;

DAF<sub>t</sub> is the value of the Daily Adjustment Factor for the Applicable End User



Category;

$WCF_t$  is the Weather Correction Factor for the relevant LDZ in accordance with paragraph 2.5;

$SF_t$  is the Scaling Factor for the relevant LDZ in accordance with paragraph 2.5.

2.2.2 For the purposes of paragraph 2.1.3 NDM Supply Meter Point Demand ('SPD') for a Day (Day 't') shall be determined according to the following formula:

$$SPD = \frac{AQ}{365} \times ALP_t$$

Where AQ is the Annual Quantity (in kWh) in respect of the relevant NDM Supply Meter Point (in accordance with Paragraph 3.1.5(a) in the case of a Shared Supply Meter Point);

and where for Day 't'

$ALP_t$  is the value of the Annual Load Profile for the Applicable End User Category.

14.9.4 TPD Section H3.1.3 shall be read as follows:

3.1.3 For the Gas Year in which a New Supply Meter Point is established its Provisional Annual Quantity shall be the quantity specified by the relevant User in accordance with Section G7.3.6.

14.9.5 TPD Section H3.1.5 shall be read as if references to a Shared Supply Meter Point comprised in an NDM Supply Point are references to a Shared Supply Meter Point that is also an NDM Supply Meter Point.

#### **14.10 TPD Section J: Exit Requirements**

14.10.1 In TPD Section J all references to Supply Points and Supply Point Daily Quantity shall be read as references to Supply Point Components and Supply Point Daily Quantity respectively.

14.10.2 TPD Section J1.2.1 shall be read as including a reference to a Supply Point Component.

14.10.3 TPD Section J3.5.3 shall be read as if the references to LDZ Supply Points are references to Supply Point Components comprised in LDZ Supply Points and all references to Supply Points in such section shall be read as references to Supply Point Components.

14.10.4 TPD Section J3.8.5 shall be read as if the references to DM Supply Points are to DM Supply Point Components and as if any such DM Supply Point Component may contain one or more Shared Supply Meter Points.

14.10.5 TPD Section J5.1.1 shall be read as follows:

5.1.1 Subject to paragraph 5.6, nothing in paragraph 4 or this paragraph 5 affects the application of any provision of the Code to any other Supply Meter Point comprised in the same Supply Point as a NExA Supply Meter Point.

**14.11 TPD Section L: Maintenance and Operational Planning**

14.11.1 TPD Section L4.2.3 shall be read as if referring to LDZ Supply Points that do not contain DM Supply Point Components.

**14.12 TPD Section M: Supply Point Metering**

14.12.1 In TPD Section M all references to DM Supply Points and NDM Supply Points shall be read as references to DM Supply Meter Points and NDM Supply Meter Points respectively.

14.12.2 TPD Section M1.9.2 shall be read as if referring to gas being offtaken at the relevant Supply Meter Point rather than the Supply Point.

14.12.3 TPD Section M2.4.4(a)(iii) shall be read as if referring to the type of Supply Meter Point (which may be either an NDM Supply Meter Point or a DM Supply Meter Point) rather than the Supply Point.

14.12.4 TPD Section M2.7.2(a) shall be read as follows:

- (a) an **"applicable"** Supply Meter Point is a Supply Meter Point, other than an NTS Supply Meter Point or Supply Meter Point comprised in a VLDMC Supply Meter Point Component, in relation to which the Transporter provides the Special Metering Supply Meter Installation.

14.12.5 TPD Section M2.8 shall not apply.

14.12.6 TPD Section M2.7.3, 2.7.5 and 2.7.6 shall be read as if referring to the Annual Quantity of the Supply Meter Point rather than the Supply Point.

14.12.7 TPD Section M3.1.7(b)(i) shall be read as if referring to a Supply Meter Point comprised in a Supply Point Component.

14.12.8 TPD Section M3.1.7(d) shall be read as follows:

- (d) all Non-Daily Read Supply Meters at the Supply Meter Points comprised in a Supply Point must have the same Meter Reading Frequency;

14.12.9 TPD Section M3.1.7(f) and (g) shall be read as if referring to the Annual Quantity of the Supply Meter Point rather than the Supply Point.

14.12.10 TPD Section M3.2.7 shall be read if including reference to a Proposed Supply Point that may also be a New Supply Point or Current Supply Point.

14.12.11 In TPD Section M3.2.8 the reference to Existing Supply Point shall be read as a reference to a Current Supply Point.

14.12.12 TPD Section M3.8.1 shall be read as follows:

- 3.8.1 Where a User submits a Supply Point Confirmation which becomes effective for a Proposed Supply Point which includes one or more NDM Supply Meter Points, this paragraph 3.8 applies in respect of the Non-Daily Read Meter installed at each such Supply Meter Point provided that this paragraph 3.8 shall only apply where the Supply Point Confirmation submitted by a User records a change to one or more of the User identity or the Supply Meter Point configuration.

14.12.13 TPD Section M4.1.5 and 5.1.1(a)(ii) shall be read as if referring to the date upon which a Supply Meter Point becomes a DM Supply Meter Point.

#### **14.13 TPD Section N: Shrinkage**

14.13.1 TPD Section N2.3.1 shall be read as if referring to the Supply Meter Point Daily Quantities for each NTS Supply Meter Point.

14.13.2 TPD Section N4.3.3 shall be read as if referring to NDM Supply Point Components rather than NDM Supply Points.

14.13.3 TPD Section N4.5 shall be read if referring to an NTS Supply Meter Point rather than an NTS Supply Point.

#### **14.14 TPD Section Q: Emergencies**

14.14.1 In TPD Section Q3.5.1(b) the reference to VLDMC Supply Points shall be read as a reference to VLDMC Supply Point Components.

14.14.2 In TPD Section Q6.1.1(a)(ii) the reference to an NDM Supply Point shall be read as a reference to an NDM Supply Point Component.

#### **14.14 TPD Section S: Invoicing and Payment**

14.14.1 In TPD Section S2.1.5(a) the reference to a VLDMC Supply Point shall be read a reference to a VLDMC Supply Point Component.

#### **14.15 Transition Document Part IID – Flexibility Bidding**

14.15.1 In Transition Document Part IID the references to NDM Supply Points, DMA Supply Points, SDMC(I) Supply Points and VLDMC Supply Points shall be read as reference to NDM Supply Point Components, DMA Supply Point Components, SDMC(I) Supply Point Components and VLDMC Supply Point Components.

### **15 SSMP TRANSITION PHASE 2**

#### **15.1 Introduction**

15.1.1 During the SSMP transition phase 2 the provisions of paragraph 14 as amended by this paragraph 15 shall apply.

#### **15.2 TPD Section G: Supply Points**

15.2.1 Notwithstanding the provisions of paragraph 14 and TPD Section G, with effect from 1 April 2014 no Proposing User or Registered User may submit a Supply Point Nomination and/or Supply Point Confirmation in respect of a Supply Point where the effect of such Supply Point Nomination and/or Supply Point Confirmation if accepted by the Transporter would be to:

- (a) register a Supply Point comprising more than one Supply Meter Point; or
- (b) increase the number of Supply Meter Points comprised in an Existing Supply Point.

### **16 TRANSITIONAL SMALLER SUPPLY METER POINT AQ APPEALS**

16.1 In respect of the first SSMP AQ Appeal Submission Cap notified by the Transporter to each User:

- 16.1.1 TPD Section G1.6.13(e)(iii) shall not apply;
- 16.1.2 the provisions of this paragraph 16 shall apply; and
- 16.1.3 any reference to TPD Section G1.6.13(e)(iii) shall be read as a reference to paragraph 16.2.
- 16.2 A notification shall be issued by the Transporter to each User by no later than the 11<sup>th</sup> Business Day of the month preceding that in which Modification Proposal 0450B is implemented setting out the monthly SSMP AQ Appeal Submission Cap which shall apply in respect of Smaller Supply Meter Point AQ Appeals submitted by the User during the period from and including either:
- 16.2.1 1 October in the relevant Gas Year up to and including 31 January in the relevant Gas Year; or
- 16.2.2 1 February in the relevant Gas Year up to and including 31 May in the relevant Gas Year, whichever of the above periods occurs first after the implementation date of Modification Proposal 0450B.

## **17 PRE-PAYMENT AND SMART METER RECONCILIATION**

- 17.1 Until 1 October 2014 the following shall have effect:
- 17.1.1 The following provisions shall not apply:
- (a) UNC TPD Section E1.3.2(b);
  - (b) UNC TPD Section E6.1.1(b);
  - (c) UNC TPD Section E6.9; and
  - (d) UNC TPD Section M1.2.2(d)
- 17.1.2 Not Used.
- 17.1.3 UNC TPD Section E7.2.1(b) shall be read excluding the words “and Individual Eligible SSP Reconciliation”.

## **19 MAINTAINING THE EFFICACY OF THE NTS OPTIONAL COMMODITY TARIFF AT BACTON ENTRY POINTS**

- 19.1 This paragraph 19 shall apply until such date as UK Link is able to issue Invoice Documents correctly reflecting the Bacton Combined ASEP for the purposes of calculating the NTS Optional Commodity Rate.
- 19.2 In respect of the Bacton Combined ASEP where:
- 19.2.1 a User elects pursuant to UNC TPD B3.12.7 that the Applicable Commodity Rate in respect of a Specified Entry Point shall be the NTS Optional Commodity Rate; and
  - 19.2.2 the User has delivered gas to the System on any Day at both the Bacton IP ASEP and the Bacton UKCS ASEP within the relevant invoicing period;
  - 19.2.3 the Transporter is unable to issue an Invoice Document correctly reflecting the Specified Entry Point as the Bacton Combined ASEP,
- the provisions of paragraph 19.3 shall apply.
- 19.3 Where paragraph 19.2 applies the Transporter shall:
- 19.3.1 issue Invoice Documents in accordance with UNC TPD Section S which reflects the NTS Exit (Flat) Commodity Charge being calculated using the NTS Optional Commodity Rate and on the basis that the Specified Entry Point is either Bacton IP ASEP or Bacton UKCS ASEP (as identified in the User’s Conventional Notice in accordance with UNC TPD B3.12.13);

- 19.3.2 following the issue of this Invoice Document;
- (a) calculate the correct NTS Exit (Flat) Commodity Charge which reflects the Specified Entry Point being Bacton Combined ASEP; and
  - (b) calculate the correct NTS Entry Commodity Charge payable by the User for the Bacton Combined ASEP; and
- 19.3.3 issue an Ad Hoc Invoice within (subject to paragraph 19.3.4) one calendar month of the issue of the relevant Invoice Document referred to in paragraph 19.3.1 to:
- (a) reflect the difference (credit or debit) between the NTS Exit (Flat) Commodity Charge calculated pursuant to 19.3.2(a) and the NTS Exit (Flat) Commodity Charge invoiced in the Invoice Documents referred to in paragraph 19.3.1; and
  - (b) reflect the difference (credit or debit) between the NTS Entry Commodity Charge calculated pursuant to paragraph 19.3.2(b) and the NTS Entry Commodity Charge invoiced to the User in respect of Bacton Combined ASEP for the relevant invoicing period.
- 19.3.4 where implementation of Modification 0534 occurs after the 1 November 2015, the first Ad Hoc Invoice issued pursuant to paragraph 19.3.3 shall be in respect of the period from 1 November 2015 to the start of the next invoicing period and any relevant adjustments shall be made and invoiced on this basis.

## **20 PROJECT NEXUS IMPLEMENTATION DATE**

- 20.1 For the purposes of this paragraph 20 “**PwC Implementation Plan**” is the plan of that name prepared by PwC relating to the implementation of the Transporter Agency’s UK Link replacement programme.
- 20.2 Each Party acknowledges the following system trials (each more particularly described in the PwC Implementation Plan), to support implementation of Modifications 0432, 0434 and 0440, need to be undertaken and completed in accordance with the following timetable:
- (a) Solution Readiness:
    - (i) L2 entry readiness criteria to be completed by 1 October 2015;
    - (ii) L3 entry readiness criteria to be completed by 31 December 2015;
  - (b) Level 2 File Structure Trials to be undertaken and completed in the period between 2 November and 18 December 2015;
  - (c) Level 3 Functional Market Trials:
    - (i) in respect of the changes needed to support implementation of Modifications 0432 and 0440, to be undertaken and completed in the period between 1 February and 27 May 2016;
    - (ii) in respect of the changes needed to support implementation of Modifications 0434, to be undertaken and completed in the period between 2 June and 29 July 2016;
  - (d) Level 4 Multi-Party Market Trials:
    - (i) in respect of the changes needed to support implementation of Modifications 0432 and 0440, to be undertaken and completed in the period between 1 February and 27 May 2016;

- (ii) in respect of the changes needed to support implementation of Modifications 0434, to be undertaken and completed in the period between 2 June and 29 July 2016.

- 20.3 Each Party agrees to use best endeavours in supporting completion of the system trials in accordance with the dates and timetable in paragraph 20.2.
- 20.4 The dates and timetable in paragraph 20.2 will be subject to on-going review in accordance with the procedures set out in the PwC Implementation Plan, however the dates and timetable in paragraph 20.2 may only be changed with the approval of the Authority.

**21 CESSATION OF OPERATIONAL ACTIVITY AT AVONMOUTH STORAGE FACILITY**

21.1 Following Avonmouth Storage Facility ceasing operational activity on Gas Flow Day commencing on 30 April 2016, once National Gas Transmission LNG is satisfied that the decommissioning process at Avonmouth Storage Facility is sufficiently progressed that references to National Gas Transmission LNG Storage Facilities are no longer required in the UNC TPD, it may serve a notice on the Code Administrator requesting it to:

- 21.1.1 delete UNC TPD Section Z in its entirety and replace it with the words “Not Used.”; and
- 21.1.2 make the changes to the other Sections of the UNC TPD as set out in the table annexed to modification 0553.

21.2 Following the deletion of UNC TPD Section Z in accordance with paragraph 21.1, to the extent there is any outstanding matter relating to National Gas Transmission LNG Storage Facilities, such matter shall be resolved in accordance with the terms of UNC TPD in force as at 30 April 2016.

**22 NOT USED**

**23 RETROSPECTIVE DATA UPDATES**

23.1 A User may submit a Retrospective Data Update in accordance with TPD Section M4.3 on a Day no earlier than 1<sup>st</sup> November 2018.<sup>1</sup>

**24 TRANSITIONAL AUG TABLE TO REFLECT NEW EUC BANDS**

**24.1 AUG Table transitional period**

24.1.1 The below AUG Table shall apply from 01 May 2020 until 30 September 2021, after which the new table inserted into UNC TPD E: Annex E-1 as part of Modification 0711 will apply.

FORM OF AUG TABLE						
Supply Points					Metered CSEPs	
	Class 1	Class 2	Class 3	Class 4	Category	Allocation factor
EUC	Allocation factor				All Metered	

<sup>1</sup> Implementation of modification 0651 effective 05:00hrs on a date to be confirmed will add new paragraphs 23.2 to 23.7 inclusive.

Uniform Network Code – Transition Document Part IIC

1					CSEPs as a single category	
2						
3						
4						
5						
6						
7						
8						
9						

## 25 REVISED NTS TRANSPORTATION CHARGING METHODOLOGY

### 25.1 Introduction

25.1.1 This paragraph 25 sets out transitional arrangements in respect of Code Modification 0678 (the “**Relevant Modification**”) and Code Modification 0728B.

25.1.2 In this paragraph 25:

- (a) references to Sections are to Sections of Part A-I of TPD Section Y (introduced by the Relevant Modification) and terms defined in Part A-I have the meanings given therein;
- (b) the “**New Methodology**” is the NTS Transportation Charging Methodology in Part A-I of TPD Section Y, subject to paragraph 25.2.2;
- (c) the “**Modification Direction Date**” is the day on which the Authority gave its direction to make the Relevant Modification;
- (d) the “**Modification Effective Date**” is:
  - (i) the first Day of the third month following the month in which the Modification Direction Date falls; or
  - (ii) such other Day, being the first Day of a month, not earlier than 1 October 2019 (and subsequent to the Modification Direction Date) as the Authority may direct in its direction to make the Relevant Modification;
- (e) the “**First New Period**” is the period which starts on the Modification Effective Date and ends on the next following 30th September;
- (f) the “**Last Old Period**” is the period which ends on the Day before the Modification Effective Date and starts on the preceding 1st October, unless the Modification Effective Date is 1st October in any year in which case there is no Last Old Period;
- (g) the “**First Publication Date**” is the Day on which National Gas Transmission publishes the information specified in paragraph 25.2.1, subject to paragraph 25.1.3.

25.1.3 If the Modification Effective Date is 1st October in a year and is not less than 4 months after the Modification Direction Date, the normal rules and procedures under the New Methodology shall apply for determining Reserve Prices and Transportation Charges in respect of the First New Period.

25.1.4 The FCC Methodology applying at the Modification Effective Date is the methodology attached to the final Modification Report in respect of the Relevant Modification.

### 25.2 Application of New Methodology

25.2.1 Subject to paragraph 25.1.3, as soon as practicable after the Modification Direction Date, National Gas Transmission will apply the New Methodology to determine:

- (a) Reserve Prices, and
- (b) Transmission Services Charges and Non-Transmission Services Charges



to apply in respect of the First New Period.

25.2.2 For the purposes of paragraph 25.2.1 (but subject to paragraph 25.1.3):

- (a) National Gas Transmission will determine (in accordance with the New Methodology, subject to paragraph (b)) Allowed FY Transmission Services Entry Revenue, Allowed FY Transmission Services Entry Revenue, Allowed FY Non-Transmission Services Revenue, Forecast Contract Capacity, and all intermediate and other values required for application of the New Methodology, for the Gas Year (as a whole) in which the Modification Effective Date falls (Gas Year Y);
- (b) for the purposes of Section 1.6.1:
  - (i) if the Modification Effective Date falls before 1 April of Gas Year Y:
    - (A) in determining the term ' $R_{pt}$ ' in Section 1.6.1, National Gas Transmission shall determine what revenues (earned before Gas Year Y in respect of Transportation Charges prior to the Relevant Modification) it considers to correspond most closely to allowed revenue in different categories under the New Methodology;
    - (B) National Gas Transmission may adjust the value of the term ' $(AR_t - R_{pt})$ ' to reflect revenues actually earned in Gas Year Y before the Modification Effective Date;
  - (ii) if the Modification Effective Date falls on or after 1 April of Gas Year Y, the value of the term  $AR_y$  shall be equal to  $AR_{t+1}$ , that is the corresponding allowed revenue for the Formula Year which starts in such Gas Year.

25.2.3 Subject to paragraph 25.1.3, National Gas Transmission will, as soon as it has completed the determinations under paragraph 25.2.1, publish in respect of the First New Period:

- (a) a revised Transportation Statement including the details in Section 1.7.1;
- (b) the summary referred to in Section 1.7.2;
- (c) the details specified in Sections 2.5.3, 3.2.5 and 4.1.3.

### **25.3 Basis on which Relevant Modification is effective**

25.3.1 The Last Old Period (if any) and the First New Period are treated as separate Gas Years for the purposes provided in this paragraph 25.3.

25.3.2 The Reserve Prices determined for the First New Period shall apply in respect of each Auction and Allocation Process:

- (a) which is initiated (by National Gas Transmission sending the relevant invitation to Users) on or after the First Publication Date; and
- (b) in respect of NTS Capacity to be allocated for a period commencing on or after the Modification Effective Date.

25.3.3 For the purposes of Sections 2.1.4 and 2.1.6, pursuant to paragraph 25.3.1:

- (a) the First New Period is a capacity year; and

- (b) the Last Old Period (if any) is an auction year or year in which an Allocation Process is held;

and accordingly, subject to Section 2.1.5, the Reserve Prices determined (in accordance with paragraph 25.3.1) in respect of the First New Period apply (as provided in Section 2.1.4(c) and 2.1.6) for the purposes of determining Capacity Charges payable for any month of the First New Period, commencing from the Modification Effective Date, in respect of all NTS Capacity held for that month, whether allocated:

- (i) in a Gas Year ending before the Modification Effective Date;
- (ii) in the Last Old Period (if any); or
- (iii) in the First New Period

and whether (in a case within (i) or (ii)) the Modification Effective Date falls at the start of or during a period of the relevant duration of the NTS Capacity.

25.3.4 Where NTS Entry Capacity at an Intra-System Entry Point was allocated (pursuant to an Auction or PARCA) on or after the Tariff Regulation Effective Date and before the Modification Effective Date, the rule in Section 2.1.4 will not have applied in respect of Capacity Charges (in respect of such NTS Entry Capacity) which accrued before the Modification Effective Date, and nothing in the New Methodology or this paragraph 25 requires any retrospective application of that rule in respect of those Capacity Charges.

25.3.5 Transportation Charges determined under the New Methodology shall be payable, and the provisions of TPD Section B (as modified by the Relevant Modification) for payment of such Transportation Charges apply, with effect from the Modification Effective Date.

#### **25.4 Offtake Reconciliation**

25.4.1 For the purposes of any invoice dispute or other dispute, adjustment or reconciliation under the Code relating to any period before the Modification Effective Date, the relevant Transportation Charges shall be those prevailing under the provisions of the Code as in force before the Relevant Modification.

25.4.2 Without limitation, paragraph 25.4.1 applies in respect of Reconciliation Transportation Charge Adjustments pursuant to any Offtake Reconciliation carried out after the Modification Effective Date for which the Reconciliation Metered Period includes any Day or Days before the Modification Effective Date.

#### **25.5 NTS Optional Commodity Rate**

25.5.1 For the avoidance of doubt any election (“**NOCR election**”) by a User for the NTS Optional Commodity Rate pursuant to TPD Section B (as in force prior to the Relevant Modification) shall lapse and (without prejudice to paragraph 25.4) have no effect on and from the Modification Effective Date.

25.5.2 Where at the Modification Direction Date a User has made a NOCR election which will remain in force on the Day before the Modification Effective Date, National Gas Transmission shall notify the User, as soon as reasonably practicable after the Modification Direction Date, that such election will lapse on the Modification Effective Date pursuant to paragraph 25.5.1.

25.5.3 Where following the Modification Direction Date a User makes a NOCR election, National Gas Transmission will inform the User, as soon as reasonably practicable after the NOCR election, that such election will lapse on the Modification Effective Date pursuant to paragraph

25.5.1.

## **25.6 Revision to Transportation Charges within Gas Year 2020/2021**

25.6.1 The minimum notice requirement in TPD Section B1.8.2(a) shall not apply in respect of a simple change of rate of any Transportation Charge payable to National Gas Transmission in respect of any Day in Gas Year 2020/2021 provided:

- (a) the change of rate is effective from a date (being the first day of a calendar month) falling no later than two (2) months after the day on which the Authority gave its direction to make the Code Modification giving the effect to this paragraph 25.6.1; and
- (b) National Gas Transmission gives not less than five (5) Business Days' notice of the date on which the change in rate is to be implemented.

## **25.7 Code Modification 0728B**

25.7.1 The Implementation Date of Code Modification 0728B shall be 1 October 2020 or such later date (being the first calendar day of a month) as the Authority shall direct when it directs that Code Modification to be made.

25.7.2 If the date on which the Authority directs that Code Modification 0728B is made is between 1 October 2020 and 1 September 2021, Section Y2.4.3(iii) (inserted by that Code Modification) shall not apply in respect of any remaining months within the Gas Year commencing 1 October 2020.

25.7.3 For the purposes of TPD Section B9 (as introduced by Modification 0728B) a User may make a CNCCD Election:

- (a) no earlier than the date (as notified to Users by National Gas Transmission) from which UK Link is modified to implement that Code Modification;
- (b) which is effective no earlier than the Implementation Date of that Code Modification.

## **26 AUCTION CALENDAR PUBLICATION**

26.1 The Auction Calendar for the Auction Year commencing 1 March 2020 shall be published by the European Network of Transmission System Operators for Gas (ENTSOG) and the Auction Calendar for every subsequent Auction Year shall be published by National Gas Transmission.

## **27 REVISION TO NTS TRANSPORTATION CHARGING METHODOLOGY IN RESPECT OF TRANSPORTATION OWNER LEGACY CORRECTION TERM (LK<sub>t</sub>)**

### **27.1 Introduction**

27.1.1 Special Condition 7.4 of National Gas Transmission's Gas Transporter's Licence provides for the calculation of term LK<sub>t</sub> (the transportation owner legacy correction term) which contributes to the calculation of the term LAT<sub>t</sub> (the transportation owner legacy adjustments term) which in turn feeds into the Allowed Revenue in Special Condition 2.1 of National Gas Transmission's Gas Transporter's Licence. The effect of such condition is to close out the RIIO-GT1 correction term such that revenue in the Regulatory Year<sup>2</sup> commencing on 1 April

2021 and ending on 1 April 2022 reflects the correction value relating to the Regulatory Year commencing on 1 April 2019.

- 27.1.2 Special Condition 2.1.5 of National Gas Transmission's Gas Transporter's Licence provides for the calculation of the Allowed Revenue term  $AR_t$  which also refers to the correction term  $K_t$  which is derived in accordance with part H (Transportation owner correction term  $K_t$ ) which is derived in accordance with a formula set forth in 2.1.13 of National Gas Transmission's Gas Transporter's Licence which applies to subsequent Regulatory Years.
- 27.1.3 This paragraph 27 sets out transitional arrangements in respect of Code Modification 0764 in connection with the implementation of the New Methodology<sup>3</sup> in relation to Transmission Services charges for the Gas Year commencing 1 October 2021 (the "**Transition Gas Year**") in order to:
- (a) ensure that any under or over recovery of an amount equal to the value of term  $LK_t$  (the transportation owner legacy correction term) calculated in accordance with Special Condition 7.4 of National Gas Transmission's Gas Transporter's Licence as relates to the Formula Year commencing 1 April 2019 (the "**Relevant  $LK_t$  Amount**") shall be included in the Transition Gas Year; and
  - (b) ensure that any under or over recovery of an amount equal to the value of the term  $K_t$  (Transportation owner correction term) calculated in accordance with Special Condition 2.1.13 of National Gas Transmission's Gas Transporter's Licence as relates to the Formula Year commencing 1 April 2020 (the "**Relevant  $K_t$  Amount**") shall be included in the Transition Gas Year.
- 27.1.4 The following provisions of this paragraph 27 apportion the value of the Relevant  $LK_t$  Amount and the Relevant  $K_t$  Amount into an entry and exit proportion to be input into the Allowed Revenue to be used within the New Methodology to calculate the Transmission Services capacity reserve prices.

## **27.2 Allowed Revenue – Formula Year commencing on 1 April 2021**

- 27.2.1 For the purposes of TPD Section Y Part A-I paragraph 1.5.1(a), in relation to the Formula Year commencing on 1 April 2021 ("**Formula Year T**"), the term "**Base Maximum NTS Transportation Owner Revenue**" shall be amended as follows:

**"Base Maximum NTS Transportation Owner Revenue"** is Maximum NTS Transportation Owner Revenue calculated disregarding both (i) the correction term revenue adjustment  $K_t$  in the formula in Special Condition 2.1.5. and (ii) the transportation owner legacy correction term  $LK_t$  derived by the formula in Special Condition 7.4.

- 27.2.2 For the purposes of TPD Section Y Part A-I paragraph 1.5.3, in relation to the Formula Year T the terms "**Allowed FY Transmission Services Entry Revenue**" and "**Allowed FY Transmission Services Exit Revenue**" shall be replaced with the following:

- (a) "**Allowed FY Transmission Services Entry Revenue**" ( $AFTSEnR_t$ , in £) is determined as follows:

$$AFTSEnR_t = (0.5 * BMTOExcNTR_t) + ATSSOEnR_t + LKEn,t + KEn,t$$

where for the Formula Year T:

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<sup>3</sup> Defined in TD Part IIC 25.1.2 as the NTS Transportation Charging Methodology in Part A-I of TPD Section Y, subject to 25.2.2.

- BMTOExcNTRt is Base Maximum NTS TO (Excluding Non-TS) Revenue;
- ATSSOEnRt is Allowed TS-Related NTS System Operation Entry Revenue;
- LKE<sub>En,t</sub> is the First Entry Revenue Adjustment;
- KE<sub>En,t</sub> is the Second Entry Revenue Adjustment;

- (b) **“Allowed FY Transmission Services Exit Revenue”** (AFTSExRt, in £) is determined as follows:

$$\text{AFTSExRt} = (0.5 * \text{BMTOExcNTRt}) + \text{ATSSOExRt} + \text{LKE}_{\text{Ex,t}} + \text{KE}_{\text{Ex,t}}$$

where for the Formula Year T:

- BMTOExcNTRt is Base Maximum NTS TO (Excluding Non-TS) Revenue;
- ATSSOExRt is Allowed TS-Related NTS System Operation Exit Revenue;
- LKE<sub>Ex,t</sub> is the First Exit Revenue Adjustment;
- KE<sub>Ex,t</sub> is the Second Exit Revenue Adjustment;

and for the purposes of paragraphs 27.2.2(a) and 27.2.2(b), in relation to the Formula Year T, the terms **“Entry Revenue Adjustment”**, **“Exit Revenue Adjustment”**, **“Entry Adjustment Proportion”** and **“Exit Adjustment Proportion”** in TPD Section Y Part A-I paragraph 1.5.3 (c), (d), (e) and (f) shall be replaced with the following:

- (c) the **“First Entry Revenue Adjustment”** (LKE<sub>En,t</sub>, in £) is determined as the First Entry Adjustment Proportion of the correction term revenue adjustment LK<sub>t</sub>
- (d) the **“First Exit Revenue Adjustment”** (LKE<sub>Ex,t</sub>, in £) is determined as the First Exit Adjustment Proportion of the correction term revenue adjustment LK<sub>t</sub>

where:

- (e) the **“First Entry Adjustment Proportion”** for Formula Year T is determined as:

$$\text{LK}^{\text{TS}}_{\text{En,t}} / (\text{LK}^{\text{TS}}_{\text{En,t}} + \text{LK}^{\text{TS}}_{\text{Ex,t}})$$

- (f) the **“First Exit Adjustment Proportion”** for Formula Year T is determined as:

$$\text{LK}^{\text{TS}}_{\text{Ex,t}} / (\text{LK}^{\text{TS}}_{\text{En,t}} + \text{LK}^{\text{TS}}_{\text{Ex,t}})$$

where

LK<sup>TS</sup><sub>En,t</sub> is determined by applying the formula in Special Condition 7.4 of National Gas Transmission’s Gas Transporter’s Licence substituting:

- (A) Transmission Services Entry Revenue in respect of Formula Year T-2 for NTS Transportation Owner Revenue in respect of Formula Year T-2; and
- (B) Allowed FY Transmission Services Entry Revenue in respect of Formula Year T-2 for Maximum NTS Transportation Owner Revenue in respect of Formula Year T-2;

$LK^{TSEx,t}$  is determined by applying the formula in Special Condition 7.4 of National Gas Transmission's Gas Transporter's Licence substituting:

- (A) Transmission Services Exit Revenue in respect of Formula Year T-2 for NTS Transportation Owner Revenue in respect of Formula Year T-2; and
- (B) Allowed FY Transmission Services Exit Revenue in respect of Formula Year T-2 for Maximum NTS Transportation Owner Revenue in respect of Formula Year T-2;

and for the purposes of paragraphs 27.2.2(a) and 27.2.2(b), in relation to the Formula Year T:

- (g) the **"Second Entry Revenue Adjustment"** ( $K_{En,t}$ , in £) is determined as the Second Entry Adjustment Proportion of the correction term revenue adjustment  $K_t$ ;
- (h) the **"Second Exit Revenue Adjustment"** ( $K_{Ex,t}$ , in £) is determined as the Second Exit Adjustment Proportion of the correction term revenue adjustment  $K_t$ ;

where:

- (i) the **"Second Entry Adjustment Proportion"** for Formula Year T is determined as:  

$$K^{TS}_{En,t} / (K^{TS}_{En,t} + K^{TS}_{Ex,t})$$
- (j) the **"Second Exit Adjustment Proportion"** for Formula Year T is determined as:

$$K^{TS}_{Ex,t} / (K^{TS}_{En,t} + K^{TS}_{Ex,t})$$

where

$K^{TS}_{En,t}$  is determined by applying the formula in Special Condition 2.1.13 substituting:

- (A) Transmission Services Entry Revenue in respect of Formula Year T-1 for NTS Transportation Owner Revenue in respect of Formula Year T-1; and
- (B) Allowed FY Transmission Services Entry Revenue in respect of Formula Year T-1 for Maximum NTS Transportation Owner Revenue in respect of Formula Year T-1;

$K^{TS}_{Ex,t}$  is determined by applying the formula in Special Condition 2.1.13 substituting:

- (A) Transmission Services Exit Revenue in respect of Formula Year T-1 for NTS Transportation Owner Revenue in respect of Formula Year T-1; and
- (B) Allowed FY Transmission Services Exit Revenue in respect of Formula Year T-1 for Maximum NTS Transportation Owner Revenue in respect of Formula Year T-1.

## 28 Binary IP ANEP

28.1 Following the establishment of an Aggregate NTS Exit Point at Bacton (by reason of the modification to Appendix 2 of Part E of Special Condition 9.13 of National Gas Transmission's Transporter's Licence) with effect from the effective date of Modification 0785 ("**effective date**"), any User holding NTS Exit (Flat) Capacity at either the Bacton (BBL) or the Bacton (IUK) NTS Exit Points immediately prior to the effective date shall be treated as holding from the effective date, and for the relevant periods, the aggregate amount of such

NTS Exit (Flat) Capacity at the Aggregate NTS Exit Point (and where any such NTS Exit (Flat) Capacity was Bundled it shall remain Bundled at the Aggregate NTS Exit Point).

- 28.2 The first Day in respect of which a linked Auction of Bundled Interconnection Point Capacity at the Binary IP ANEP at Bacton shall take place shall be the Rolling Day Ahead Auction for the effective date (and the results of such an auction on the day prior to the effective date shall be binding).
- 28.3 National Gas Transmission shall have notified Users of a date for the purposes of paragraph 28.4 ("**snapshot date**") by no later than the effective date.
- 28.4 Where at the snapshot date a User has confirmed CNCCD Elections under which the Bacton (BBL) NTS Exit Point or the Bacton (IUK) NTS Exit Point was a Nominated Exit Point:
- (a) if the User had made only one such CNCCD Election, it shall continue in force and take effect as if the Aggregate NTS Exit Point were the Nominated Exit Point;
  - (b) if the User had made two such CNCCD Elections with the same Nominated Entry Point under both, they shall continue in force (but as a single CNCCD Election) and take effect as if the Aggregate NTS Exit Point were the Nominated Exit Point;
  - (c) if the User had made two such CNCCD Elections with different Nominated Entry Points:
    - (i) where the User has prior to the snapshot date elected by notice to National Gas Transmission that one shall continue in force (on the basis in (a)) then the other shall lapse;
    - (ii) failing such an election, whichever of the two CNCCD Elections has the greater cumulative Eligible Exit Amount for all Days in the period between 1 October 2021 and the snapshot date shall continue in force (on the basis in paragraph (a)) and the other shall lapse.

## **29 SoLR Customer Charges 2022/23**

- 29.1 For the purposes of TPD Section Y paragraph 11 the SoLR Customer Charges payable by a User to a DN Operator in relation to the year commencing 1 April 2022 shall take into account valid claims received by the DN Operator by 31 December 2021 (and not previously recovered by the DN Operator from Shipper Users).

## **30 INTERIM NTS ENTRY CAPACITY REGIME AT EASINGTON AND ROUGH AGGREGATE SYSTEM ENTRY POINTS**

- 30.1 National Gas Transmission shall, in respect of each month during the interim period to which this transitional rule relates, invite each User to redesignate any of the NTS Entry Capacity which it holds at the Easington ASEP so that it instead becomes available at the Rough Storage ASEP in accordance with this paragraph 30.
- 30.2 In this paragraph 30:
- (a) a "**Capacity Redesignation**" shall:
    - (i) decrease the amount of Existing Registered Holding and Existing Available Holding held by and available for use and transfer by a User at the Easington ASEP in respect of each Day in the relevant month by the amount requested by a User in accordance with this paragraph 30; and

- (ii) increase the amount of Existing Registered Holding and Existing Available Holding held by and available for use and transfer by a User at the Rough Storage ASEP in respect of each Day in the relevant month by an amount equal to the decrease under (i) above;
  - (b) a “**Capacity Redesignation Request**” shall mean a request to make a Capacity Redesignation;
  - (c) the “**Easington ASEP**” shall mean the Aggregate System Entry Point referred to as the NTS Entry Point Easington (including Rough) in Appendix 1 of Special Condition 9.13 of National Grid NTS’s Gas Transporter’s Licence;
  - (d) “**Redesignated Capacity**” shall mean the NTS Entry Capacity in respect of which there is a Capacity Redesignation;
  - (e) the “**Rough Storage ASEP**” shall mean the Aggregate System Entry Point referred to as the NTS Entry Point Rough Storage in the table of Zero Licence Baseline Entry Capacity Points which table is referred to in National Grid NTS’s Gas Transporter’s Licence.
- 30.3 National Gas Transmission shall, subject to paragraph 30.4, on each day on which it issues a rolling monthly surrender invitation to Users under paragraph TPD Section B2.3.3, invite each User to make a Capacity Redesignation Request in respect of each Day in the month to which the rolling monthly surrender invitation relates.
- 30.4 National Gas Transmission shall commence requesting each User to notify it if that User wishes to make a Capacity Redesignation Request on the first rolling monthly surrender date notified by NGT (which notification can only be made following the date on which the modification implementing this paragraph 30 becomes effective) and provided that no Capacity Redesignation Request will be issued or accepted for any rolling monthly surrender date which relates to the period before October 2023 or after March 2024.
- 30.5 A User may, on each rolling monthly surrender date following a rolling monthly surrender invitation made in accordance with paragraph 30.3 and subject to paragraph 30.4, make a Capacity Redesignation Request.
- 30.6 A Capacity Redesignation Request:
- (a) may not be submitted before 08:00 hours or after 17:00 hours on any rolling monthly surrender date;
  - (b) may be withdrawn or amended until, but not after, 17:00 hours on a rolling monthly surrender date.
- 30.7 Each Capacity Redesignation Request shall specify the amount of NTS Entry Capacity to which a User wishes the redesignation to apply.
- 30.8 National Gas Transmission will redesignate a User’s NTS Entry Capacity in accordance with each Capacity Redesignation Request only if (but not otherwise):
- (a) the Capacity Redesignation Request requests the redesignation of the same amount of NTS Entry Capacity on each and every Day in the month to which it relates;
  - (b) the amount of Existing Registered Holding and Existing Available Holding which a User requests shall be redesignated does not exceed the amount of Existing Registered



Holding and Existing Available Holding respectively held by that User at the Easington ASEP;

- (c) the amount of NTS Entry Capacity which a User requests shall be redesignated in respect of a month does not exceed the amount of Available NTS Entry Capacity held by that User at the Easington ASEP for that month; and
  - (d) the User has complied with all other requirements of this paragraph 30 applicable to it in relation to the Capacity Redesignation Request.
- 30.9 The effect of a Capacity Redesignation is that NTS Entry Capacity Charges and NTS Entry Transmission Services Revenue Recovery Charges shall be payable in respect of any Redesignated Capacity at the Rough Storage ASEP as if that capacity was, at the Tariff Regulation Effective Date, such User's Registered NTS Entry Capacity and Available NTS Entry Capacity at the Rough Storage ASEP.
- 30.10 It is agreed, for the avoidance of doubt, that any Redesignated Capacity shall be taken into account when determining a User's Fully Adjusted Firm Available NTS Entry Capacity held at the Easington ASEP and the Rough Storage ASEP.

### **31 Annual DSR Option Invitation**

- 31.1 For the purposes of TPD Section D7.3, the first DSR Option Invitation will be in respect of Gas Years 2022/23, 2023/24 and 2024/25 and will be issued no later than 30 November of Gas Year Y (2022/23).
- 31.2 For the purposes of TPD Section D7.2.4, in connection with the first DSR Option Invitation, National Gas Transmission will determine the deemed value of SAP for the Winter Period of Gas Year 2022/23 as the forward price for gas, for Q1 2023, published in the Argus European Natural Gas Report on or most recently before the invitation close date.

## **ANNEX 1**

### **UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT**

## SECTION G – SUPPLY POINTS

### 1 INTRODUCTION AND STRUCTURAL RULES<sup>1</sup>

#### 1.1 Supply Point and Registered User

- 1.1.1 For the purposes of the Code:
- (a) a **"Supply Point"** is a System Exit Point comprising the Supply Meter Point or Supply Meter Points for the time being registered in the name of a User pursuant to a Supply Point Registration, or (for the purposes of this Section G only) the subject of a Proposed Supply Point Registration;
  - (b) the **"Registered User"** of a Supply Point is the User in whose name such Supply Meter Points are so registered;
  - (c) a **"Supply Point Registration"** is the registration of one or more Supply Meter Points in the name of a User pursuant to paragraph 2.8.7(a) or 2.9.1 or (where applicable) to paragraph 2.1.6.
- 1.1.2 Without prejudice to paragraph 1.7, only one User may be the Registered User in respect of a Supply Point.
- 1.1.3 A User may apply for a Supply Point Registration (**"Proposed Supply Point Registration"**) subject to and in accordance with paragraph 2, and may withdraw from a Supply Point Registration subject to and in accordance with paragraph 3.
- 1.1.4 A Supply Point Registration may be modified only as respects those details of the Supply Point Registration specified as capable of being amended in Annex G-1; and a Supply Point Reconfirmation (in accordance with paragraph 2.2.5) will be required in respect of any change in any other details.
- 1.1.5 The **"Supply Point Registration Date"** in respect of a Supply Point is the date of the Supply Point Registration in accordance with paragraph 2.
- 1.1.6 A reference in the Code in the context of a User to a **"Registered"** Supply Point, Supply Point Component or Supply Meter Point is to a Supply Point, or (as the case may be) a Supply Point Component or Supply Meter Point comprised in a Supply Point, of which the User is the Registered User.
- 1.1.7 A reference in the Code to the Registered User of a Supply Point Component or Supply Meter Point is to the Registered User of the Supply Point (or in the case of a Shared Supply Meter Point any of the Supply Points) in which such Supply Point Component or Supply Meter Point is comprised.
- 1.1.8 In this Section G **"Supply Point Transportation Charges"** means Customer Charges, LDZ Capacity Charges, LDZ Commodity Charges, NTS Commodity Charges and NTS Exit Capacity Charges; and in the context of a Supply Point or Proposed Supply Point a reference to details of Supply Point Transportation Charges is to the applicable rate or amount thereof in accordance with Section B1.8.

#### 1.2 Offtake responsibility for Supply Points

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<sup>1</sup> Implementation of modification 0420 effective 06:00hrs on a date to be determined, will amend this Section, in whole or in part.

Subject to paragraph 3.4.2 the gas offtaken from the Total System at a Supply Point will (in accordance with Section E3 and where applicable paragraph 1.7) be attributed for the purposes of the Code to the Registered User; and the Registered User accepts (for the purposes of the Code) responsibility for such offtake of gas by itself or any other person whether or not authorised by the Registered User.

### **1.3 Supply Meter Points**

- 1.3.1 In accordance with Section A4.1 a Supply Meter Point is an Individual System Exit Point at which gas may (in accordance with the Code) be offtaken from the Total System for the purposes of supply directly to particular premises.
- 1.3.2 A Supply Meter Point may (subject to and in accordance with paragraph 1.7) be included in more than one Supply Point.
- 1.3.3 In accordance with Section M2 a Supply Meter Installation is required to be installed at each Supply Meter Point; but a point may be a Supply Meter Point in accordance with paragraph 1.3.1 notwithstanding that no such installation is installed at such point.
- 1.3.4 Pursuant to this Section G, a Supply Meter Point which has not been Isolated will at all times be included in at least one Supply Point.
- 1.3.5 Paragraph 7.3 sets out the basis on which a New Supply Meter Point may be established.

### **1.4 Single Premises Requirement**

- 1.4.1 A Supply Point must comply with the Single Premises Requirement.
- 1.4.2 The "**Single Premises Requirement**" is the requirement that where more than one Supply Meter Point is comprised in a Supply Point, gas offtaken from the Total System at all of such Supply Meter Points is to be supplied to premises:
  - (a) owned or occupied by one person;
  - (b) in close geographical proximity to each other;
  - (c) comprised within a common curtilage; and
  - (d) which serve each other in some necessary or reasonably useful way.
- 1.4.3 The Registered User shall:
  - (a) take all reasonable steps to ensure that the Single Premises Requirement does not cease to be satisfied in respect of a Supply Point without the Registered User's becoming aware of that fact; and
  - (b) if the Single Premises Requirement shall cease to be satisfied in respect of a Supply Point, as soon as it becomes aware of that fact:
    - (i) promptly so inform the Transporter; and
    - (ii) apply (in accordance with paragraph 2) for two or more Supply Point Registrations (in respect of each of which such requirement is satisfied) in respect of the relevant Supply Meter Points.

- 1.4.4 If the Transporter becomes aware that the Single Premises Requirement has ceased to be satisfied in respect of a Supply Point the Transporter will promptly so inform the Registered User.
- 1.4.5 For the purposes of the Code the premises to which gas offtaken from the Total System at a Supply Point is or is to be supplied are the "**Supply Point Premises**".
- 1.4.6 Following the rejection of a Supply Point Nomination pursuant to paragraph 2.3.6(a):
- (a) the Proposing User may notify the Transporter that the User considers that the Single Premises Requirement is satisfied in respect of the Proposed Supply Point; and
  - (b) where the User so notifies the Transporter:
    - (i) the User shall at the same time provide its reasons for so considering and supporting evidence; and
    - (ii) the Transporter will consider the reasons and evidence provided by the User and where the Transporter is reasonably satisfied that the Single Premises Requirement is satisfied the Transporter will so inform the User and will not reject (on the grounds in paragraph 2.3.6(a)) a further Supply Point Nomination in respect of the Proposed Supply Point.

## **1.5 Daily Read Metering**

- 1.5.1 Subject to paragraphs 1.5.5, 1.5.6(c) and 1.5.12(c) a Supply Meter Point shall be classified as a DM Supply Meter Point where:
- (a) the Supply Meter Point is Daily Read in accordance with M1.3.1, or paragraph 1.5.13 applies; and
  - (b) either:
    - (i) the Daily Read Requirement applies; or
    - (ii) an election pursuant to paragraph 1.5.6(c) is in force in relation to such Supply Meter Point; or
    - (iii) where User Daily Read Equipment is installed in accordance with M4.1.6(b) and the Supply Meter Point comprised in any Supply Point has an Annual Quantity which exceeds 732,000 kWh (25,000 therms) but is less than 58,600,000 kWh (2,000,000 therms) and cannot be an Interruptible Supply Point.<sup>4</sup>
- 1.5.2 Subject to paragraph 1.5.4, the Daily Read Requirement shall apply in respect of:
- (a) each relevant Supply Meter Point comprised in any Supply Point whose Annual Quantity is greater than 58,600,000 kWh (2,000,000 therms);
  - (b) a relevant Supply Meter Point which the Registered User requires (in accordance with paragraph 6.1.9) to be comprised in the DM Supply Point Component of an Interruptible Supply Point; and
  - (c) each Supply Meter Point which is an NTS Supply Point.

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<sup>4</sup> Implementation of modification 0345 effective 06:00hrs on 01/10/2013, will amend paragraph 1.5.1.

1.5.3 For the purposes of paragraph 1.5.2:

- (a) the "**Daily Read Requirement**" is the requirement that the Supply Meter at a Supply Meter Point shall be Daily Read; and
- (b) a relevant Supply Meter Point is a Supply Meter Point in respect of which the Annual Quantity is greater than 2,196,000 kWh (75,000 therms).

1.5.4 If the Transporter determines and notifies the Registered User that it would not be practicable or economic for Supply Meters at a particular Supply Point to be Daily Read, unless upon application (made within 10 Business Days after such notification by the User) the Authority shall give Condition 9(3) Disapproval to the Transporter not installing Daily Read Equipment, the Daily Read Requirement pursuant to paragraph 1.5.3(a) shall not apply, and the Registered User may not make a request under paragraph 1.5.9, in respect of that Supply Point (and for the avoidance of doubt the relevant Supply Meter Points shall be NDM Supply Meter Points).<sup>5</sup>

1.5.5 Where:

- (a) a Supply Meter Point is a DM Supply Meter Point; and
- (b) upon a change in the Annual Quantity of the Supply Meter Point or the Supply Point in which it is comprised, or the Supply Point's ceasing to be an Interruptible Supply Point, the Daily Read Requirement ceases to apply,

the Supply Meter Point shall not be required to be classified as an NDM Supply Meter Point, and in the absence of any Supply Point Confirmation or Reconfirmation, the Supply Meter Point shall continue to be a DM Supply Meter Point, but without prejudice to the entitlement of the Registered User to make a Supply Point Reconfirmation as an NDM Supply Point (to which paragraph 1.5.6 shall apply).

1.5.6 Where a User is, or following a Supply Point Confirmation (including a Reconfirmation) a User becomes, the Registered User of a Supply Meter Point in relation to which the Supply Meter is Daily Read (including pursuant to a request under paragraph 1.5.9), but the Daily Read Requirement does not apply:

- (a) subject to paragraph (c), the Supply Meter Point shall be classified as an NDM Supply Meter Point;
- (b) except where Daily Read Equipment was installed pursuant to a request under paragraph 1.5.9, the Transporter may at any time (unless at such time the User has made an election under paragraph (c)) inform the User that it wishes to remove the Daily Read Equipment and having given the User reasonable notice, thereof, remove the Daily Read Equipment at its own expense;
- (c) where the Annual Quantity exceeds 73,200 kWh (2,500 therms) the User may elect in accordance with paragraph 1.5.7 that the Supply Meter Point shall be classified as a DM Supply Meter Point with Telemetered Daily Read Equipment installed;
- (d) where the Annual Quantity exceeds 732,000 kWh (25,000 therms) but is less than 58,600,000 kWh (2,000,000 therms) the User may elect in accordance with paragraph 1.5.7 that the Supply Meter Point shall be classified as a DM Supply Meter Point with User Daily Read Equipment installed.

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<sup>5</sup> Implementation of modification 0345 effective 06:00hrs on 01/10/2013, will amend paragraphs 1.5.4, 1.5.5, 1.5.6, 1.5.7, 1.5.8 & 1.5.9.

- 1.5.7 An election for the purposes of paragraph 1.5.6(c) and 1.5.6(d):
- (a) shall be made by Nominating the Supply Meter Point as a DM Supply Meter Point:
    - (i) at the time of the Supply Point Confirmation or Reconfirmation referred to in paragraph 1.5.6; or
    - (ii) in the case in paragraph 1.5.6(c) only, at any time thereafter, by way of Supply Point Reconfirmation;
  - (b) shall lapse with effect from the Supply Point Registration Date, where the Registered User or any other User submits a Supply Point Confirmation (including a Reconfirmation) which becomes effective in respect of a Supply Point including the relevant Supply Meter Point (and may be revoked accordingly).
- 1.5.8 Upon a change in the Annual Quantity of the Supply Meter Point such that the Annual Quantity becomes:
- (a) less than 73,200 kWh (2,500 therms) the Registered User shall be required to reclassify the Supply Meter Point as an NDM Supply Meter Point within 2 months of the change in Annual Quantity; or
  - (b) (subject to paragraph 1.5.6(c)), less than 732,000 kWh (25,000 therms) and where the Supply Meter Point shall be classified as a DM Supply Meter Point with User Daily Read Equipment installed, the Registered User shall be required to reclassify the Supply Meter Point as an NDM Supply Meter Point within 2 months of the change in Annual Quantity; or
  - (c) more than 58,600,000 kWh (2,000,000 therms) the Registered User shall be required to reclassify the Supply Meter Point as a Supply Meter Point with Telemetered Daily Read Equipment installed within 2 months of the change in Annual Quantity.
- 1.5.9 The Registered User may:
- (a) at any time request (subject to and pursuant to Siteworks Terms and Procedures as described in paragraph 7) that Telemetered Daily Read Equipment be installed at any Supply Meter Point (other than one whose Annual Quantity does not exceed 73,200 kWh (2,500 therms)); or
  - (b) install User Daily Read Equipment at any Supply Meter Point where the Annual Quantity exceeds 732,000 kWh (25,000 therms) but is not more than 58,600,000 kWh (2,000,000 therms).
- 1.5.10 Where a User submits a Supply Point Nomination in respect of a Proposed Supply Point, with a Supply Meter Point, in relation to which the Supply Meter is not Daily Read, as a DM Supply Meter Point, the Transporter shall reject such Supply Point Nomination, unless the User has submitted such Supply Point Nomination in accordance with paragraph 7.3.5 and the New Supply Meter Point has been classified as a DM Supply Meter Point in accordance with paragraph 1.5.13. The User warrants that where it submits a Supply Point Nomination in accordance with this paragraph and there is no requirement on the Transporter to install Telemetered Daily Read Equipment, then the User shall install User Daily Read Equipment instead.
- 1.5.11 Subject to paragraph 1.5.4, where (by reason of an increase in the Annual Quantity of a Supply Point or a Supply Meter Point at the start of the Gas Year, or a proposal that a Supply Meter

Point be comprised in an Interruptible Supply Point) the Daily Read Requirement applies in respect of a Supply Meter Point pursuant to paragraph 1.5.2(a) or 1.5.2(b), but is not satisfied:

- (a) the Transporter will arrange for the satisfaction of such requirement (by installation of Telemetered Daily Read Equipment at the relevant Supply Meter), as soon as reasonably practicable, and will inform the Registered User when the Daily Read Requirement is satisfied; and the installation for the purposes of this paragraph 1.5.9 of Daily Read Equipment will not be Siteworks; and
- (b) the relevant date for the purposes of paragraph 1.11.2 shall be the date on which the Supply Meter becomes Daily Read and the period referred to in that paragraph shall be 2 and not 3 months.

1.5.12 Where a User submits (pursuant to the provisions of this paragraph 1.5) a Supply Point Nomination (including a Renomination) pursuant to which an NDM Supply Meter Point is to become a DM Supply Meter Point:

- (a) where in relation to any Supply Meter Point to be comprised in the DM Supply Point Component:
  - (i) the Supply Meter was Daily Read during the period of 12 months preceding the date of submission of the Supply Point Nomination; and
  - (ii) the Transporter and the User have not agreed that insufficient Valid Meter Readings (in accordance with Section M4) were obtained in the months of October to May in such period of 12 months

the Nominated Supply Point Capacity shall be not less than the Preceding Year Maximum Quantity in accordance with paragraphs 5.2.3 and 5.2.4, but paragraph 5.2.3(b) shall be read as though references to a Supply Meter Point being DM were to the relevant Supply Meter being Daily Read;

- (b) where paragraph (i) does not apply, the Nominated Supply Point Capacity shall not be less than the User's estimate (made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care) of the maximum quantity of gas to be offtaken from the Total System at the DM Supply Point Component on any Day in the next 12 months, on the basis of reasonable assumptions as to weather conditions;
- (c) the Supply Meter Point will become a DM Supply Point with effect from the Supply Point Registration Date; and
- (d) in relation to a DM Supply Meter Point with User Daily Read Equipment installed and irrespective of the Registered User:
  - (i) where the Prevailing Supply Point Capacity is equal to or greater than the previous NDM Supply Point Capacity, Supply Point Ratchet Charges will not be levied until the first anniversary from the date of registration of the Registered User Supply Point Capacity; or
  - (ii) where the Registered User Supply Point Capacity is lower than the previous NDM Supply Point Capacity, Supply Point Ratchet Charges will be levied.

1.5.13 Without prejudice to the other provisions of paragraph 1.5, a New Supply Meter Point which (pursuant to paragraph 7.3.5) is included in a Supply Point shall be classified as a DM Supply Meter Point, even though the Supply Meter is not Daily Read, where there is a Daily Read

Requirement in accordance with paragraph 1.5.2 in respect of the Supply Meter at the Supply Meter Point but for any reason (other than due to an act or omission of the Registered User) Daily Read Equipment is not installed at the Supply Meter, or if installed is not operational in accordance with Section M4.1.7.

## 1.6 Annual Quantity

1.6.1 For the purposes of this paragraph 1.6:

- (a) the "**relevant Gas Year**" is the Gas Year in which the Annual Quantity of a Supply Meter Point is to apply;
- (b) the "**preceding Gas Year**" is the Gas Year ending at the start of the relevant Gas Year;
- (c) the "**AQ Review Date**" is a date which the Transporters determine but shall in any event be no later than 31 May in the preceding Gas Year; and
- (d) the "**User Provisional Annual Quantity**" is the Registered User's determination of what the Provisional Annual Quantity in respect of a Supply Meter Point should be.

1.6.2 For each relevant Gas Year no later than the AQ Review Date the Transporter shall determine the Provisional Annual Quantity in respect of each Supply Meter Point. The "**Provisional Annual Quantity**" shall be either:

- (a) in respect of an NDM Supply Meter Point which has been Isolated at any time during the Relevant Metered Period or for a DM Supply Meter Point which has been Isolated at any time during the period of 12 months ending on the AQ Review Date the Annual Quantity applicable for the preceding Gas Year;
- (b) in respect of a DM Supply Meter Point, where paragraph (a) does not apply, where there are Supply Meter Point Daily Quantities for each Day in the period of 12 months ending on the AQ Review Date, the sum of such Supply Meter Point Daily Quantities;
- (c) in respect of an NDM Supply Meter Point where paragraph (a) does not apply or where Section H3.2.4 does not apply, the quantity assumed to be offtaken in a period of 12 months, determined in accordance with Section H3; or
- (d) in respect of a Supply Meter Point where paragraphs (a), (b) and (c) do not apply, the Annual Quantity applicable for the Preceding Year unless the Supply Meter Point is a New Supply Meter Point in which case the Provisional Annual Quantity shall be the estimated quantity provided by the first Registered User in accordance with paragraph 7.3.6.

1.6.3 The Transporter shall no later than 31 May in the preceding Gas Year for Smaller Supply Meter Points and 30 June in the preceding Gas Year for Larger Supply Meter Points in respect of each Supply Meter Point notify to the Registered User the Provisional Annual Quantity in respect of the relevant Gas Year and supporting details including:

- (a) the Supply Meter Point Reference Number; and
- (b) where available, the Meter Readings used by the Transporter to determine the Provisional Annual Quantity.



- 1.6.4 (a) Subject to paragraph 1.6.4(f), following the notification of the Provisional Annual Quantity the Registered User may, subject to paragraph 1.6.4(c) and where the provisions of paragraph 1.6.4(b) apply:
- (i) in the case of a Smaller Supply Point where it considers that the Provisional Annual Quantity should be greater or lesser than the Provisional Annual Quantity notified by the Transporter by not less than 5%; or
  - (ii) in respect of any Larger Supply Point

not later than 13 August in the preceding Gas Year notify the Transporter that it considers that the Provisional Annual Quantity does not satisfy the requirement in paragraph 1.6.6 ("User Provisional Annual Quantity").

- (b) The provisions referred to in paragraph 1.6.4(a) are:
- (i) that the Registered User reasonably considers that the Transporter's calculation of the Provisional Annual Quantity is derived from:
    - (1) Meter Readings that are incorrect or were taken prior to Meter Readings available to the Registered User; or
    - (2) materially incorrect details of the Supply Meter Installation for the relevant Supply Meter Point;
  - (ii) where the Transporter has determined the Provisional Annual Quantity in accordance with paragraph G1.6.2(a) or G1.6.2(d).
- (c) Where, in respect of any Supply Point, the Registered User notifies the Transporter of a User Provisional Annual Quantity in accordance with paragraph 1.6.4(a) the Registered User shall warrant that:
- (i) in reviewing the Provisional Annual Quantity it has applied a methodology that:
    - (1) is consistent to all Supply Points for which it is the Registered User; and
    - (2) does not materially differentiate in its treatment of Supply Points where the User Provisional Annual Quantity may be greater than the Provisional Annual Quantity notified by the Transporter and Supply Points where the User Provisional Annual Quantity may be less than the Provisional Annual Quantity notified by the Transporter; and
  - (ii) it has notified the Transporter of all User Provisional Annual Quantities resulting from the application of the methodology referred to in sub-paragraph (i) above that satisfy the requirements set out in paragraph 1.6.4.
- (d) The Transporter will be entitled to reject without consideration, notice or liability any notification by a User which does not comply with the requirement in paragraph 1.6.4.
- (e) The limitations upon notification contained in paragraph 1.6.4(a)(i) shall not apply where the User Provisional Annual Quantity will result in a Smaller Supply Point being re-classified as a Larger Supply Point.
- (f)

- (i) For the purposes of this paragraph 1.6.4(f)
- (ii) The AQ Amendment Submission Profile Cap is the maximum number of notifications (“**AQ Amendments**”) that a User may submit per Business Day no earlier than 31 May and no later than 13th August in any Gas Year in accordance with paragraph 1.6.4(a) following notification of the Provisional Annual Quantity
- (iii) The “Guidelines to optimise the use of AQ Amendment system capacity” document is a document prepared by the Transporter Agent, following consultation with Users which provides guidance on and establishes the methodology by which AQ Amendment Submission Profile Cap for each User shall be determined by the Transporters;
- (iv) Prior to the notification of the Provisional Annual Quantity pursuant to paragraph 1.6.3 the Transporter shall issue to all Users a notification setting out the maximum number of AQ Amendments, that a User may submit per Business Day, which shall be not less than 500 together with the aggregate number of AQ amendments that may be submitted by all Users per Business Day up to the 13th August in any Gas Year
- (v) The AQ Amendment Submission Profile Cap shall be a number per User notified to each User by the Transporter in accordance with the “Guidelines to optimise the use of AQ Amendment system capacity” which shall be based upon the aggregate number of a Users Registered Supply Meter Points as at 1 April in any Gas Year as a proportion of all registered Supply Meter Points held by all Users at the same date
- (vi) The Transporters will not be obliged to process any AQ Amendment per User in excess of the AQ Amendment Submission Profile Cap or in respect of the aggregate number of AQ Amendments Submission Profile Caps for all Users per Business Day.

1.6.5 When submitting a notification pursuant to paragraph 1.6.4, the Registered User:

- (a) shall specify, evidence as required by the Transporter including:
  - (i) the Supply Meter Point Reference Number;
  - (ii) two Meter Readings in accordance with Section H3;
  - (iii) where there has been one or more meter exchanges at the Supply Meter Point, two Meter Readings for each meter exchange which falls within the period between the Meter Read Dates of the two Meter Readings in paragraph (a) (ii); and
  - (iv) the User Provisional Annual Quantity.
- (b) where the Supply Meter Point has a Provisional Annual Quantity of greater than 293,000 kWh (10,000 therms), may specify (but shall not be required to specify) in addition to the Meter Readings in paragraph (a)(ii):
  - (i) two Meter Readings, for which one of the Meter Read Dates falls within a period from 1 November to 31 December of the preceding Gas Year and the other Meter Read Date falls within a period from 1 March to 30 April of the preceding Gas Year;

- (ii) where there has been one or more meter exchanges at the Supply Meter Point, two Meter Readings for each meter exchange which falls within the period between the Meter Read Dates of the two Meter Readings in paragraph (b)(i); and
    - (iii) an estimate of the quantity offtaken derived from the two Meter Readings in paragraph (b)(i); and
  - (c) shall record evidence (and shall make such evidence available for inspection where reasonably requested) to support the applicable provision of paragraph 1.6.4(b) and the warranty given pursuant to paragraph 1.6.4(c) and if the Registered User fails to comply with this paragraph then the notification pursuant to paragraph 1.6.4 will be rejected and the Registered User shall be notified of such rejection.
- 1.6.6 The requirement referred to in paragraph 1.6.4 is that the Provisional Annual Quantity, User Provisional Annual Quantity or Annual Quantity of a Supply Meter Point should represent reasonable assumption(s) as to the quantity offtaken (or, in the case of a New Supply Meter Point or a Supply Meter Point notified to the Transporter under paragraph 1.6.13(a)(ii), which would have been offtaken) from the Total System in the period of 12 months by reference to which the Provisional Annual Quantity, User Provisional Annual Quantity and the Annual Quantity is determined. The variable that determines the End User Category of the Supply Point should reflect reasonable assumptions as to the quantity offtaken from the Total System during the period from 1 December to 31st March in the preceding Gas Year.
- 1.6.7 The "**Annual Quantity**" of a Supply Meter Point shall be either:
- (a) where following a notification under paragraph 1.6.4 the Transporter considers that the requirement in paragraph 1.6.6 is satisfied the User Provisional Annual Quantity; or
  - (b) where paragraph (a) does not apply, the Provisional Annual Quantity.
- 1.6.8 The "**Annual Quantity**" of a Supply Point or a Supply Point Component is the sum of the Annual Quantities for each Supply Meter Point comprised in that Supply Point or Supply Point Component.
- 1.6.9 Subject to paragraph 1.6.2, where a DM Supply Meter Point becomes an NDM Supply Meter Point or an NDM Supply Meter Point becomes a DM Supply Meter Point the Annual Quantity of the Supply Meter Point shall not be affected by a change in its status to NDM or DM.
- 1.6.10 Subject to paragraph 1.6.2, where a Supply Meter Point is Isolated the Annual Quantity for that Supply Meter Point shall remain unchanged.
- 1.6.11 For the purposes of this paragraph 1.6.11, the "**Effective Period**" shall mean the Gas Year excluding the period of time commencing from and including 1 August until and including 14 September. Where a Supply Point Confirmation made in respect of a Larger Supply Point becomes or will become effective during the Effective Period the Proposing User may during the Effective Period but not later than 23 Business Days after the Supply Point Registration Date nor more than 7 Business Days earlier, notify the Transporter that the Proposing User considers the Annual Quantity of a Supply Meter Point or (as the case may be) variable that determines the End User Category of the Supply Point (pursuant to Section H 1.2), comprised in the Proposed Supply Point fails to satisfy the requirement in paragraph 1.6.6 and shall have the right to appeal the Annual Quantity under paragraph 1.6.13(a)(i).
- 1.6.12 The Transporter shall not later than 14 September in the preceding Gas Year notify to the Registered User the Annual Quantity for each Supply Meter Point for the relevant Gas Year and the applicable End User Category (where appropriate) in respect of each Supply Point.

1.6.13 Where following the notification of the Annual Quantity further to paragraph 1.6.12:

- (a) in respect of any Larger Supply Meter Point, the Registered User may not later than 31 July of the relevant Gas Year (or in the case of Larger Supply Meter Points under paragraph 1.6.11, 23 Business Days after the Supply Point Registration Date during the Effective Period) notify the Transporter that the Registered User considers that the Annual Quantity of that Supply Meter Point fails to satisfy the requirement in paragraph 1.6.6 either:
  - (i) on the basis of substantial evidence as to the actual consumption of gas; or
  - (ii) because of a change in the Consumer's Plant which results in a change in the basis on which gas is consumed;
- (b) notwithstanding the Registered User's right to appeal in paragraph (a), in respect of any Larger Supply Meter Point, the Registered User may not later than 31 July in the relevant Gas Year notify the Transporter that the Registered User considers that the Annual Quantity of a Supply Meter Point fails to satisfy the requirement in paragraph 1.6.6 provided that the Registered User may only so notify the Transporter in the case of:
  - (i) a Larger Supply Meter Point where the Registered User's reasonable estimate of the Annual Quantity, is equal to or less than 50% of the Annual Quantity or is equal to or greater than 200% of the Annual Quantity; and
  - (ii) a Smaller Supply Meter Point, where the User considers that it should be a Larger Supply Meter Point;
- (c) where a Registered User so notifies the Transporter:
  - (i) pursuant to paragraph (a)(i) or paragraph (b) and the Registered User shall with such notice provide to the Transporter details as set out in paragraph 1.6.5 together with the Registered User's reasons or evidence for its view and a reasonable estimate of the quantity or (as the case may be) value which the Registered User considers should be the Annual Quantity or such variable of such Supply Meter Point; and in the case of paragraph (a)(i) in respect of a Larger Supply Point with an Annual Quantity greater than 293,000 kWh (10,000 therms) where a change of gas supplier has occurred, such details may be provided to the Transporter by use of the table in the format specified in Annex G3;
  - (ii) pursuant to paragraph (a)(ii) the Registered User shall with such notice provide to the Transporter in a format specified by the Transporter details of the Registered User's reasons or evidence for its view and a reasonable estimate of the quantity or (as the case may be) value which the Registered User considers should be the Annual Quantity or such variable of such Supply Meter Point;
- (d) the Transporter will consider the details provided by the Registered User under paragraph (c), and where it is satisfied that the Annual Quantity or such variable notified to the Registered User pursuant to paragraph 1.6.12 fails to satisfy the requirement in paragraph 1.6.6 and that estimate of the Annual Quantity provided by the Registered User satisfies the requirement in paragraph 1.6.6, then the Transporter shall substitute the Annual Quantity with that estimate of the Annual Quantity (subject to paragraph 1.6.15 or (as the case may be) variable for the relevant Gas Year).

- 1.6.14 Where the Transporter agrees to revise the Annual Quantity or End User Category under paragraph 1.6.13(d) or paragraph 1.6.17:
- (a) the Registered User may submit a Supply Point Reconfirmation (in accordance with paragraph 2.2.5) in respect of the relevant Supply Point on the basis of the revised Annual Quantity or End User Category;
  - (b) with effect from the Supply Point Registration Date in respect of such Supply Point Reconfirmation, Supply Point Transportation Charges, UDQOs and Energy Balancing Charges (so far as to be determined by reference to or directly or indirectly a function of Annual Quantity or End User Category) shall be determined by reference to the revised Annual Quantity or End User Category;
  - (c) no adjustment, revision or redetermination in respect of any such Supply Point Transportation Charge, UDQO and Energy Balancing Charge in respect of or accruing in respect of any Day before the Supply Point Registration Date will be made, it being agreed that such amounts and charges will be determined (and, in the case of charges, payable) by reference to the Annual Quantity and End User Category notified by the Transporter pursuant to the foregoing provisions of this paragraph 1.6 unless and until any revision is made pursuant to paragraph (a).
- 1.6.15 Where the Transporter notifies any Registered User of that Supply Meter Point in the relevant Gas Year that a material error has been made in the calculation of any such Annual Quantities or any variables, the Transporter and the User concerned will discuss in good faith the manner in which and time at which such error may be corrected, having regard in particular to the need to ensure that the Registered User continues to enjoy the benefit (in relation to the corrected Annual Quantity) of this paragraph 1.6.
- 1.6.16 A User which is the Registered User of a Smaller Supply Meter Point, in relation to which the Supply Point Premises are premises in respect of which the conditions of Condition 22 of the Supplier's Licence are satisfied, may make an election for the purposes of this paragraph by submitting to the Transporter at any time a notice of such election.
- 1.6.17 Where a Registered User makes an election pursuant to paragraph 1.6.16, the Supply Meter Point shall be a Larger Supply Meter Point and the Transporter shall agree to revise the Annual Quantity pursuant to paragraph 1.6.14.
- 1.6.18 The Transporters shall publish, by the dates specified in paragraph 1.6.20, a report containing the following information in respect of each User (on a non attributable basis):
- (a) in aggregate across all End User Categories:
    - (i) the number of applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.4) for an increase in the Provisional Annual Quantity and for a decrease in the Provisional Annual Quantity;
    - (ii) the number of such successful applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.7) that resulted in a User Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity;
    - (iii) the number of Speculative Calculation enquiries made by the User during the preceding Gas Year;
  - (b) by each End User Category:

- (i) the number of Supply Meter Points where the Annual Quantity has increased or decreased as a result of the successful applications referred to in (a)(ii) shown as a percentage of the total number of Supply Meter Points in that End User Category;
  - (ii) the change to the Annual Quantity in aggregate (expressed in kWh) that has occurred due to the increases or decreases as a result of the successful applications referred to in (a)(ii);
  - (iii) the number of Supply Points that have moved from one End User Category to another End User Category as result of the successful applications referred to in (a)(ii);
- (c) by each LDZ, the number of such successful applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.7) that resulted in a User Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity.

1.6.19 For the purposes of paragraph 1.6.18:

- (a) **“User AQ Review Period”** is the period during which the User may apply for a User Provisional Annual Quantity in accordance with 1.6.4(a), commencing on the AQ Review Date and ending on the 13 August in the preceding Gas Year;
- (b) **“Speculative Calculation”** means an estimate of the Annual Quantity of a Supply Point derived by the User, using relevant Meter Reads for the Supply Point and the speculative calculator tool which is available for use within UK Link.

1.6.20 The dates for the publication of the information to be contained in the report in accordance with paragraph 1.6.18 shall be in the case of:

- (a) paragraph 1.6.18(a) and (b), by no later than:
  - (i) 1 July, in respect of Smaller Supply Meter Points on an interim basis;
  - (ii) 1 August, in respect of Larger Supply Meter Points on an interim basis; and
  - (iii) 1 November in respect of all Supply Meter Points on a final basis;
 in each case in the relevant Gas Year.
- (b) paragraph 1.6.18(c), by no later than 1 November in the relevant Gas Year, in respect of all Supply Meter Points on a final basis.<sup>67</sup>

## 1.7 Shared Supply Meter Points

1.7.1 Subject to and in accordance with this paragraph 1.7, a DM Supply Meter Point may be comprised in more than one Supply Point if the Registered Users in respect of such Supply Meter Point have submitted to the Transporter a notification confirming that they wish to be sharing Registered Users and specifying (in accordance with paragraph 1.7.6) the basis on which the quantity of gas offtaken each Day from the Supply Meter Point(s) comprised in such Supply Points is to be apportioned between such Users.

<sup>6</sup> Implementation of modification 0378 effective 06:00hrs on a date to be determined, will amend paragraphs 1.6.18, 1.6.19 & 1.6.20.

<sup>7</sup> Implementation of modification 0378 effective 06:00hrs on a date to be determined, will add new paragraph 1.6.26.

1.7.2 For the purposes of the Code:

- (a) a **"Shared Supply Meter Point"** is a Supply Meter Point which is pursuant to this paragraph 1.7 comprised in more than one Supply Point;
- (b) **"Sharing Registered Users"** are the Users which are the Registered Users of a Shared Supply Meter Point;
- (c) a **"Shared Supply Meter Point Notification"** is a notification given for the purposes of paragraph 1.7.1;
- (d) **"Shared Supply Meter Point Procedures"** are procedures established by the Transporter pursuant to paragraph 1.7.16

and for the purposes of this paragraph 1.7 a "relevant" Supply Point or DM Supply Point Component is a Supply Point or DM Supply Point Component which includes a Shared Supply Meter Point.

1.7.3 Paragraph 1.7.1 applies only in respect of:

- (a) a Supply Meter Point which at 1 March 1996 was comprised in more than one Supply Point; or
- (b) a Supply Meter Point in relation to which the following conditions are satisfied:
  - (i) the Supply Meter Point is not part of a Sub-deduct Arrangement;
  - (ii) the aggregate of the Annual Quantities of the Supply Meter Point and each other Supply Meter Point comprised in each relevant Supply Point exceeds 58,600,000 kWh (2,000,000 therms);
  - (iii) there is no NDM Supply Point Component of any relevant Supply Point; and
  - (iv) every other Supply Meter Point comprised in any relevant Supply Point is also a Shared Supply Meter Point subject to the same basis of apportionment.

1.7.4 Where there is a Shared Supply Meter Point the Single Premises Requirement shall apply to each of the relevant Supply Points (and accordingly the Supply Point Premises shall be the same for each such Supply Point).

1.7.5 A Shared Supply Meter Point may be comprised in a Firm Supply Point and in an Interruptible Supply Point.

1.7.6 A Shared Supply Meter Point Notification may provide for the allocation of gas offtaken at the Shared Supply Meter Point(s) to be determined each Day:

- (a) by the Transporter, under standing instructions notified to the Transporter in advance by the Sharing Registered Users, in accordance with paragraph 1.7.7;
- (b) by a person appointed as User Agent on behalf of each Sharing Registered User, in accordance with paragraph 1.7.8.

1.7.7 A Shared Supply Meter Point Notification under paragraph 1.7.6(a) shall provide for allocation between the Sharing Registered Users either;

- (a) in the case of an LDZ Supply Point in tranches, in other words on the basis that the quantity of gas offtaken each Day which:

- (i) does not exceed an amount;
- (ii) exceeds an amount but does not exceed a higher amount; or
- (iii) exceeds an amount

in each case specified in the Shared Supply Meter Point Notification, is to be allocated to one of such Users, provided that such amounts shall be specified so that the whole quantity of gas offtaken each Day shall be allocated to one or more of such Users; or

- (b) in the case of an NTS Supply Point, or LDZ Supply Point where none of the Supply Points in which the Shared Supply Meter Point is comprised is Interruptible, in percentages (aggregating 100%) specified in such notification.

1.7.8 A Shared Supply Meter Point Notification under paragraph 1.7.6(b) shall provide for the appointment (with effect from a single date) of one person (a "**Sharing Registered User Agent**") as User Agent by all Sharing Registered Users for the purposes of:

- (a) informing the Transporter of the portions of the Supply Meter Point Daily Quantity to be allocated to each of them in respect of each Day and for the purpose of paragraph 1.7.9; and
- (b) complying with all Partial Interruption Rules and other provisions of paragraph 6 on behalf of all of the Sharing Registered Users.

1.7.9 Where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent:

- (a) the Transporter will notify the Supply Meter Point Daily Quantity to the User Agent not later than the specified time on the Day following the Gas Flow Day and (where such quantity is pursuant to any provision of the Code to be revised) may notify a revision of the quantity so notified to the User Agent not later than the specified time on the Exit Close Out Date;
- (b) if, by the specified time on the Day following the Gas Flow Day, and (where the Transporter notifies a revision of the Supply Meter Point Daily Quantity to the User Agent) by the specified time on the Day on which the Transporter notifies such revision, the User Agent has notified to the Transporter amounts, aggregating the Supply Meter Point Daily Quantity (as revised at the relevant time), to be allocated to the Sharing Registered Users:
  - (i) the amounts so notified may be revised (provided they continue to aggregate the Supply Meter Point Daily Quantity, as revised at the relevant time) by the User Agent at any time before the specified time on the Exit Close Out Day;
  - (ii) the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users in the amounts so notified or such revised amounts so notified not later than the specified time on the Exit Close Out Day;
- (c) if, by the specified time on the Day following the Gas Flow Day, or by the specified time on any Day on which the Transporter notifies to the User Agent any revision of the Supply Meter Point Daily Quantity, the User Agent has not so notified to the Transporter such amounts, the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users:



- (i) in proportion to the Nominated Quantities under the Users' Output Nominations for the relevant DM Supply Point Components for the Day or (if such Nominated Quantity is zero for each such User) in proportion to the Registered Supply Point Capacities at each such DM Supply Point Component; or
- (ii) if the User Agent shall have notified the Transporter (not less than 15 Days before the Gas Flow Day) of proportions aggregating unity for the purposes of allocation in the circumstances contemplated in this paragraph (c) , in such proportions

provided that if the Transporter is reasonably satisfied that such omission of the User Agent resulted from an administrative error (by the agent) of an infrequent nature, the Transporter may permit the User Agent to submit (by such time, not later than the specified time, on the Exit Close Out Day as the Transporter may require) a late notification or revised notification for the purposes of paragraph (b);

- (d) such of the Code Communications which may be given under paragraphs 2, 3 and 4 as are specified in the Shared Supply Meter Point Procedures:
  - (i) if to be given by the Transporter may be given to the User Agent;
  - (ii) if to be given by a User (other than a User who is not for the time being a Sharing Registered User) may only be given by the User Agent; and
- (e) if the Supply Meter Point Daily Quantity is allocated pursuant to paragraph (c) in respect of more than 12 Days in any Gas Year, the charges payable pursuant to paragraph 1.7.18 in respect of that Gas Year by the Sharing Registered Users shall be determined (in accordance with the Transportation Statement) as though the Shared Supply Meter Point Notification were under paragraph 1.7.6(a).

#### 1.7.10 A Shared Supply Meter Point Notification:

- (a) shall be submitted and signed by each of the Users proposed to be Sharing Registered Users (but may be submitted in separate but identical counterparts provided such counterparts are submitted simultaneously);
- (b) shall specify:
  - (i) the identity of each of such Users and relevant Supply Meter Point Reference Numbers(s);
  - (ii) the date, not earlier than 2 months (or such lesser period as the Transporter may specify in the Shared Supply Meter Point Procedures) after the notification is submitted, with effect from which such notification is to take effect;
  - (iii) (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which is intended that (following such notification) each Sharing Registered User should hold at the DM Supply Point Components which include Shared Supply Meter Points;
  - (iv) where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent a default allocation methodology for the apportionment of Reconciliation Quantity among Existing Shared Registered

Users in percentages (aggregating 100%) ("**Default Allocation Methodology**"); and

- (v) if an application for Partial Interruption status in accordance with paragraph 6 is being made;
- (c) shall be conditional upon a Supply Point Confirmation, for a Proposed Supply Point Registration Date which is the same as the proposed effective date of such notification, being submitted at least 20 Business Days prior to the Proposed Supply Point Registration Date:
  - (i) by any User proposed in such notification to be a Sharing Registered User who is not already a Registered User of the relevant Supply Meter Point;
  - (ii) by at least one of the Users proposed in such notification to be a Sharing Registered User, if any Existing Registered User is not proposed (in such notification) to be a Sharing Registered User

and becoming effective (an Existing Registered User accordingly being taken to have consented to such notification if no Supply Point Objection is submitted by it);
- (d) may not be withdrawn unless another such notification is submitted by all the Sharing Registered Users to take effect from such withdrawal;
- (e) may not be modified other than by notification:
  - (i) signed by each of the Sharing Registered Users and any new Sharing Registered User;
  - (ii) specifying the modification;
  - (iii) given not later than 2 months (or such lesser period as the Transporter may specify in the Shared Supply Meter Point Procedures) before the modification is required to take effect provided that no such modification shall be made with effect from a date less than 30 days after the preceding such modification; and
  - (iv) specifying (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which it is intended that (following such modification) each Sharing Registered User should hold at the DM Supply Point Components which include the Shared Supply Meter Point; and
- (f) shall take effect, where the Shared Supply Meter Point Procedures require it to take effect, as a Supply Point Nomination made by each of the Sharing Registered Users.

1.7.11 A Supply Point Confirmation (other than a Supply Point Reconfirmation) in respect of a Proposed Supply Point which includes a Shared Supply Meter Point will be rejected unless the requirements of this paragraph 1.7 are complied with.

1.7.12 Paragraph 6.11 applies in the case where an Interruptible Supply Point includes a Shared Supply Meter Point.

1.7.13 Subject to Section M1.7.2, the liability of the Sharing Registered Users in respect of a Shared Supply Meter Point for obligations under the Code shall be several:

- (a) in the proportions in which they hold Supply Point Capacity at the DM Supply Point Components which include such Supply Meter Point; or
- (b) if a Sharing Registered User Agent has notified (but so that paragraph (b)(ii) and (e)(iii) shall be deemed to apply to such notification) to the Transporter proportions (aggregating unity) for the purposes of this paragraph 1.7.13, in such proportions

except in the case of any such obligation which is not capable of being so divided, in which case the liability of the Sharing Registered Users shall be joint.

1.7.14 In respect of LDZ Supply Points where the rate of any Supply Point Transportation Charge is a function of Supply Point Capacity, the rate of such charge payable by a Sharing Registered User shall be determined on the basis of the aggregate of the Supply Point Capacities held by each Sharing Registered User at the relevant Firm DM Supply Point Components.

1.7.15 The whole of the Annual Quantity of a Shared Supply Meter Point shall be counted (without any apportionment) in determining the Annual Quantity of each relevant Supply Point and relevant DM Supply Point Component.

1.7.16 For the purposes of this paragraph 1.7.:

- (a) the Transporter will, after consultation with Users, prepare and from time to time revise (subject to prior approval by Panel Majority of the Uniform Network Code Committee) and publish reasonable procedures to apply in respect of Shared Supply Meter Points;
- (b) Sharing Registered Users shall comply and (in the case of a Sharing Registered User Agent) procure that such User Agent complies with such procedures;
- (c) the procedures may specify the form of Shared Supply Meter Point Notifications;
- (d) the procedures may provide that, where a person appointed as User Agent by all of the Sharing Registered Users submits on their behalf all of the Code Communications required to notify and give effect to a modification to a Shared Supply Meter Point Notification, the period of notice required under paragraph (iii) shall be less than would otherwise be required;
- (e) in relation to any provision of paragraph 1.7.9, the specified time is the time specified (in relation to such provision) in such procedures; and
- (f) the procedures shall specify that the Sharing Registered User Agent may vary the Default Allocation Methodology in accordance with paragraph 1.7.10(e).

1.7.17 All Code Communications made pursuant to paragraphs 1 to 3 of this Section G relating to a Supply Meter Point which is a Shared Supply Meter Point, or (with effect from such time as is specified in the Shared Supply Meter Point Procedures) is subject to a Shared Supply Meter Point Notification which has not yet become effective, shall be given as Conventional Notices.

1.7.18 Sharing Registered Users shall pay charges in respect of Shared Supply Meter Point Notifications in accordance with the prevailing Transportation Statement.

1.7.19 Where a Sharing Registered User submits a Supply Point Withdrawal which becomes effective pursuant to paragraph 3.2.4:

- (a) where only one of the Sharing Registered Users remains the Registered User of the Shared Supply Meter Point:

- (i) it shall cease to be a Shared Supply Meter Point with effect from the effective date of the withdrawal (and with effect therefrom all gas offtaken at such point shall be allocated to the remaining Registered User);
  - (ii) partial interruption status at such Supply Point shall transfer to such remaining Registered User;
- (b) where more than one of the Sharing Registered Users remain Registered Users of the Shared Supply Meter Point:
- (i) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(a), such notification shall be deemed to have been modified (with effect from the effective date of the withdrawal, but subject to any intervening modification made by the remaining Sharing Registered Users) as follows:
    - (1) where the notification provides for allocation under paragraph 1.7.7(a), the upper and lower limits of any higher tranche of any remaining Sharing Registered Users shall be reduced by the amount of the tranche associated with the Withdrawing User, or where the tranche of the Withdrawing User was the tranche within paragraph 1.7.7(a)(iii), the highest tranche of any remaining Sharing Registered User shall cease to have an upper limit and shall become the tranche within paragraph 1.7.7(a)(iii) (a higher tranche being a tranche having a lower limit not less than the upper limit of the Withdrawing User, and the highest tranche being the tranche having the highest upper limit);
    - (2) where the notification provides for allocation under paragraph 1.7.7(b), the percentages of the remaining Sharing Registered Users shall be increased pro rata so as to aggregate 100%;
  - (ii) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(b), no quantity may be allocated by the Sharing Registered User Agent to the Withdrawing User on or after the effective date of the withdrawal;

1.7.20 Where the Transporter has given Termination Notice (under Section V4) to a User which was a Sharing Registered User, such User shall be deemed to have submitted a Supply Point Withdrawal for the purposes of paragraphs 1.7.19(a) and (b).

1.7.21 Where there is Partial Interruption status at a Supply Point which comprises a Shared Supply Meter Point and where there is Shared Supply Meter Point Notification which proposes to change the number or identity of any Sharing Registered Users, or a Supply Point Withdrawal, such Partial Interruption status shall be revoked upon the date such Shared Supply Meter Point Notification or Supply Point Withdrawal is approved but the Sharing Registered User Agent may re-apply for Partial Interruption in accordance with paragraph 1.7.8(b).

## 1.8 Sub-deduct Arrangements

1.8.1 For the purposes of the Code:

- (a) a "**Sub-deduct Arrangement**" is an arrangement of pipes and meters, installed before 1 March 1996, which National Gas Transmission recognised on such date as being such an arrangement, by which a part of the gas which is conveyed by a System to premises for the purposes of supply to those premises, is further conveyed to other premises for the purposes of supply to those other premises;

- (b) the System Point at which a meter comprised in the Sub-deduct Arrangement is installed, and upstream of which no other meter comprised in such arrangement is installed, shall be a Supply Meter Point (the "**Primary Supply Meter Point**");
- (c) the Primary Supply Meter Point is not a Connected System Exit Point;
- (d) the gas conveyed in a Sub-deduct Arrangement may be conveyed:
  - (i) by a person (other than the Transporter) exempted pursuant to but subject to the conditions of any order under Section 6A of the Act granting exemption from paragraph (a) of Section 5(1) of the Act, in which case (irrespective of whether such conditions are complied with) the Sub-deduct Arrangement does not form part of a System;
  - (ii) by the Transporter, in which case the Sub-deduct Arrangement forms a part of a System; and
- (e) in a Sub-deduct Arrangement:
  - (i) each of the meters referred to in paragraph (a) (other than a check meter in accordance with paragraph (iii)) and the Supply Meter installed at the Primary Supply Meter Point, is a "**relevant meter**";
  - (ii) a relevant meter (meter 'B') is "**dependent**" on another (meter 'A') where meter B is downstream of meter A and there is no relevant meter between meter A and meter B;
  - (iii) a meter is a check meter where all gas which flows through the meter also flows through one or more meters (in such arrangement) downstream of that meter.

#### 1.8.2 Where a Sub-deduct Arrangement forms part of a System:

- (a) each of the points in the Sub-deduct Arrangement at which gas is offtaken from the Total System for the purposes of supply to premises is a Supply Meter Point; and
- (b) the point of offtake for each such Supply Meter Point shall be the point determined as the point of offtake in accordance with Section J3.7.1, and title and risk in gas offtaken from the Total System shall pass accordingly.

#### 1.8.3 Where a Sub-deduct Arrangement does not form part of a System:

- (a) for the further purposes of this paragraph 1.8, the Primary Supply Meter Point shall be treated (for the purposes of the Code, but subject to paragraphs (b) and (d)) as being a number of Supply Meter Points each of which shall be associated with one relevant meter and so identified (by a unique reference) in the Supply Point Register;
- (b) the point of offtake in respect of each such Supply Meter Point shall be the point of offtake in accordance with Section J3.7.1 in respect of the Primary Supply Meter Point, and title and risk in gas offtaken from the Total System shall pass accordingly; and (for the purposes of Section J) the provisions of paragraph 1.8.5 and of Section G shall have effect for the purposes of determining which Users are offtaking gas from the Total System at that point, and in what proportions;
- (c) none of such Supply Meter Points shall be treated as being a Shared Supply Meter Point; and

- (d) no provision of this paragraph 1.8, nor the fact that the Supply Point Register records details in respect of the Supply Meter Points which are (pursuant to paragraph (a)) treated as existing at the Primary Supply Meter Point, shall be taken to imply that any User has arranged with the Transporter for the conveyance of gas beyond the Primary Supply Meter Point.

1.8.4 Where there is a Sub-deduct Arrangement:

- (a) each of the Supply Meter Points (including the Primary Supply Meter Point) referred to in paragraph 1.8.2(a), or (as the case may be) treated as existing in accordance with paragraph 1.8.3(a), is a "**Sub-deduct Supply Meter Point**";
- (b) each relevant meter shall for the purposes of Section M2 be treated as a Supply Meter (a "**Sub-deduct Supply Meter**") provided by the Transporter; provided that:
- (i) the same person must be appointed as Meter Reader in respect of all Non-Daily Read Sub-deduct Supply Meters in a particular Sub-deduct Arrangement;
  - (ii) the Meter Reading Frequency in respect of each Non-Daily Read Sub-deduct Supply Meter shall be the Meter Reading Frequency of the primary Non-Daily Read NDM Sub-deduct Supply Meter;
  - (iii) where reasonably practicable, the Meter Reads for all Non-Daily Read Sub-deduct Supply Meters shall be undertaken on the same Day as a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter; and a Meter Reading in respect of any Non-Daily Read Sub-deduct Supply Meter shall not be a Valid Meter Reading unless Meter Reads were undertaken for all Non-Daily Read Sub-deduct Supply Meters within a period of 5 Business Days commencing on the Day 2 Business Days before the Day of a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter;
  - (iv) where the Transporter is the person appointed (pursuant to paragraph (i)) as Meter Reader, the Transporter agrees that its charges to Registered Users for Meter Reads at Non-Daily Read Sub-deduct Supply Meters (other than the primary such meter) will not be increased if the Meter Reading Frequency under paragraph (ii) is greater than that which would otherwise be required under Section M.3;
- (c) for the purposes of paragraph (b) the primary Non-Daily Read Sub-deduct Supply Meter is the Non-daily Read Sub-deduct Supply Meter which is furthest upstream in the Sub-deduct Arrangement (and for the avoidance of doubt may be the relevant meter at the Primary Supply Meter Point);
- (d) each Sub-deduct Supply Meter Point shall have a separate Annual Quantity, and may be the subject of separate Supply Point Nominations and/or Supply Point Confirmations and may be comprised in a separate Supply Point;
- (e) the details in the Supply Point Register will reflect the premises at which each Sub-deduct Supply Meter is actually located, and (in the case of a Sub-deduct Arrangement which forms part of a System) the Single Premises Requirement will apply accordingly; and
- (f) the Registered User of a Supply Point which includes a Sub-deduct Supply Meter Point is a "**Sub-deduct Registered User**".

- 1.8.5 Upon any Meter Reads in respect of the relevant meters in a Sub-deduct Arrangement:
- (a) in respect of each Sub-deduct Supply Meter there shall be attributed to the Sub-deduct Registered User a volume (the "**Sub-deduct Volume**") determined as the Metered Volume in respect of the associated relevant meter less the sum of the Metered Volumes for all dependent relevant meters;
  - (b) the Metered Quantity determined in respect of each Sub-deduct Supply Meter in accordance with Section M1.4.4 will be determined on the basis of the Sub-deduct Volume.
- 1.8.6 In the case of a Sub-deduct Arrangement which forms part of a System, the Transporter reserves the right at its cost to undertake works to extend the relevant System by laying additional pipes so as to cause any Sub-deduct Supply Meter Point to cease to be comprised in the relevant Sub-deduct Arrangement; provided that the Transporter will not undertake such works without first obtaining the consent (not to be unreasonably withheld) of the Registered User of each Supply Point affected thereby and in undertaking such works will endeavour to minimise the disruption to the offtake of gas from the relevant System at such Supply Points (but subject thereto will not be in breach of its obligation to make gas available for offtake from the Total System by reason of the carrying out of such works).
- 1.8.7 Where, in relation to any relevant meter which is Daily Read, there is any dependent meter which is not Daily Read, the Supply Meter Point shall (notwithstanding that such meter is Daily Read and notwithstanding any other provision of the Code), unless otherwise agreed between the Transporter and the Registered User, be an NDM Supply Meter Point.

## 1.9 Supply Point Register

- 1.9.1 Each Transporter has established and (without prejudice to paragraph 1.9.8) will maintain a register ("**Supply Point Register**") of all Supply Meter Points, Supply Points and Supply Point Premises located on a System(s) operated by the Transporter.
- 1.9.2 In the Supply Point Register:
- (a) each Supply Meter Point will be identified by a unique number (the "**Supply Meter Point Reference Number**") assigned with effect from 1 March 1996 or in the case of a new Supply Meter Point the date on which the Supply Meter Point is entered in the register in accordance with paragraph 7.3.1;
  - (b) for each Supply Meter Point:
    - (i) the post code ("**Meter Post Code**") of the address at which the Supply Meter is located will be recorded;
    - (ii) a code ("**Meter Link Code**") will be assigned to indicate whether the Supply Meter Point is a Sub-deduct Supply Meter Point, and if so whether it is the Primary Supply Meter Point;
    - (iii) a code ("**Market Sector Code**") will be assigned to indicate whether the Supply Point Premises are Domestic Premises or Non-domestic Premises;
  - (c) each Supply Point will be identified by a unique number (the "**Supply Point Registration Number**") assigned with effect from the Supply Point Registration Date; and

- (d) the details specified in the UK Link Manual will be recorded in respect of each Supply Meter Point, Supply Point and Supply Point Premises.
- 1.9.3 The Supply Meter Point Reference Number will continue to be assigned to a Supply Meter Point which has been Isolated.
- 1.9.4 The Supply Point Registration Number of a Supply Point and the Supply Meter Point Reference Number of any Supply Meter Point comprised therein will not be changed during the relevant Supply Point Registration.
- 1.9.5 A User shall not be entitled to have access to the information contained in the Supply Point Register except to the extent the Code provides for such information to be made available to such User.
- 1.9.6 Upon a request by any User identifying a Supply Meter Point by quoting the Supply Meter Point Reference Number and Meter Post Code, the Transporter will provide to the User certain of the details (such details being specified in the UK Link Manual for the purposes of this provision) recorded in the Supply Point Register of the Supply Point(s) in which the Supply Meter Point is comprised.
- 1.9.7 Following the rejection of a Supply Point Nomination pursuant to paragraph 2.3.6(c) or a Supply Point Confirmation pursuant to paragraph 2.6.2(b) or (c):
- (a) the Proposing User may within 10 Business Days after such rejection notify the Transporter that the User considers that any details recorded in respect of the Proposed Supply Point in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register; and
- (b) where the User so notifies the Transporter:
- (i) the User shall at the same time provide details of what it considers the relevant details should be and its reasons for so considering; and
- (ii) the Transporter will, as soon as reasonably practicable after the User's notification, consider the details and reasons provided by the User, and where it is reasonably satisfied that any of the relevant details in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register, the Transporter will (within 5 Days after being so satisfied) amend the Supply Point Register in respect of such details and will not reject (on the same grounds) a further Supply Point Nomination or Supply Point Confirmation in respect of the Proposed Supply Point.
- 1.9.8 Without prejudice to any other provision of the Code, Users and the Transporter agree:
- (a) to cooperate with a view to ensuring that the information contained in the Supply Point Register is at all times as accurate as is possible; and
- (b) each to use reasonable endeavours to secure that it becomes aware, insofar as it might reasonably be expected to become aware, of any inaccuracy in the information contained in the Supply Point Register, and to inform (in the case of a User) the Transporter or (in the case of the Transporter) the Registered User of such inaccuracy,
- but nothing in this paragraph 1.9.8 shall imply that the Supply Point Register is capable of being amended other than as provided in this Section G or Section M.



- (c) where at any time prior to the Supply Point Registration Date the User considers that any Annual Quantity of a New Supply Meter Point comprised in the New Supply Point which has been recorded on the Supply Point Register does not reflect the User's estimate of the correct quantity then the User shall promptly (and in any event before Supply Point Registration Date) notify the Transporter of the same together with its estimate of the correct Annual Quantity.

1.9.9 Where, by reason of a change in any detail of a kind by reference to which an Exit Zone is designated, the details recorded in the Supply Point Register in respect of a Supply Meter Point cease to be accurate:

- (a) the Registered User shall, within 12 months after becoming aware of such inaccuracy (and unless it earlier ceases to be such Registered User):
  - (i) subject to paragraph (ii), submit a Supply Point Reconfirmation for the purposes of amending the relevant details;
  - (ii) where as a result of such change the requirement in Section A1.6.3 ceases to be satisfied in respect of the relevant Supply Point, apply for two or more Supply Point Registrations (in respect of each of which the requirement in Section A1.6.3 is satisfied) or submit a Supply Point Withdrawal in respect of the Supply Point;
- (b) no Supply Point Nomination or Supply Point Confirmation (including a Supply Point Renomination) may be submitted other than on the basis of the correct details, and any Supply Point Offer (outstanding at the time of such change) in respect of a Proposed Supply Point which includes the relevant Supply Meter Point shall lapse.

1.9.10 Where:

- (a) as a result of a change in Supply Point Premises from Domestic Premises to Non-domestic Premises or visa versa, the Market Sector Code recorded in the Supply Point Register in relation to a Supply Point ceases to be accurate; or
- (b) the Registered User identifies an error in the Market Sector Code in relation to a Registered Supply Point,

the Registered User shall, as soon as reasonably practicable, notify the Transporter of such change or error and the Transporter shall as soon as reasonably practicable amend the Supply Point Register accordingly.

## 1.10 Business Day

1.10.1 In this Section G any reference to a "**Business Day**" is a reference to a Day other than:

- (a) a Saturday, a Sunday or a bank holiday in England and Wales; and
- (b) the Day which would (but for this paragraph (b)) be the first Business Day after 1 January.

1.10.2 The Transporters will maintain and not later than 30 September in each year provide to each User a list of Days in the following calendar year (other than Saturdays and Sundays) which are not Business Days.

## 1.11 Supply Point Classification

- 1.11.1 Any change in the relevant classification of a Supply Meter Point Component shall be given effect only upon and by way of Supply Point Confirmation or (as the case may be) Supply Point Reconfirmation; and the requirements of Section A4 as the relevant classification shall be construed accordingly.
- 1.11.2 Where, by virtue of a change in Annual Quantity or otherwise, a Supply Meter Point or Supply Point Component is required (in accordance with any provision of the Code) to be classified differently from the prevailing relevant classification, the Registered User shall make a Supply Point Reconfirmation to give effect to such revised classification for a Supply Point Registration Date, subject to paragraph 1.5.11, not more than 3 months after the relevant date.
- 1.11.3 For the purposes of this paragraph 1.11:
- (a) **"relevant classification"** means the classification of a Supply Meter Point as a DM or NDM Supply Meter Point, or of a Supply Point Component as DMC or DMA or as VLDMC or not;
  - (b) the relevant date is 1 October or other date with effect from the Annual Quantity of the Supply Meter Point or Supply Point Component in question changed, or other date with effect from which the requirement for reclassification first arises.

## 1.12 Contingencies

In the event of a Class A Contingency the times by which before the start of each Gas Year details of Annual Quantities and other information in respect of Supply Points are (pursuant to this Section G) to be provided to Users will be deferred by a period commensurate with the duration of the relevant Code Contingency.

## 1.13 Code Communications

- 1.13.1 For a period of 3 months after the User Accession Date, or if sooner until such time as the aggregate Transportation Charges payable by the User in aggregate to all Transporters in respect of any month exceed £20,000, a User may elect to make and receive all Code Communications under paragraphs 1 to 3 of this Section G as Conventional Notices.
- 1.13.2 Code Communications made under paragraph 1.13.1 must be made in the same format (as described in the UK Link Manual) as that in which such communications would have been made if made as UK Link Communications.

## 1.14 Failure to revise Supply Point Register

- 1.14.1 If on any Day, as a result of a failure by the Transporter to revise the Supply Point Register in accordance with the provisions of the Code:
- (a) a Supply Meter Point, in respect of which the User has submitted a Supply Point Withdrawal which has become effective in accordance with paragraph 3.2, remains registered in the name of the User in the Supply Point Register; or
  - (b) a Supply Meter Point, in respect of which the User has submitted a Supply Point Confirmation which has become effective in accordance with paragraph 2.8.7(a) or 2.9.1, has not become registered in the name of the User in the Supply Point Register

then, in view of (and without prejudice to) Section E1.8.2, where the effect on the determination of the Energy Balancing Charges payable by the User is material, National Gas Transmission may make a payment to or require a payment from the User of an amount reasonably estimated by National Gas Transmission as required (having regard to the User's

Daily Imbalance for the Day, whether such imbalance was positive or negative) to compensate the User or National Gas Transmission for the inclusion or (as the case may be) exclusion (in the determination of such Energy Balancing Charges) of the quantity of gas offtaken from the Total System on the Day in the calculation of the User's Daily Imbalance.

- 1.14.2 Amounts paid by or to National Gas Transmission pursuant to paragraph 1.14.1 will be additional Monthly Adjustment Neutrality Costs or (as the case may be) additional Monthly Adjustment Neutrality Revenues for the purposes of Section F4.5.3 in the month in which they are paid.
- 1.14.3 For the avoidance of doubt, the Supply Meter Points which are to be taken into account in determining the Transportation Charges, Scheduling Charges and other charges (other than Energy Balancing Charges other than Scheduling Charges (but without prejudice to paragraph 1.14.1)) payable by a User shall be those which (but for any such failure as is referred to in paragraph 1.14.1) would be registered in the name of the User.

## **1.15 Not Used**

## **1.16 Mandatory Allocation Agencies**

- 1.16.1 All Users agree that (subject to and in accordance with this paragraph 1.16) if the conditions in paragraph 1.16.2 are satisfied and any User (the "**applicant User**") shall so require, a Supply Meter Point (the "**relevant Supply Meter Point**") shall become a Shared Supply Meter Point, in relation to which the applicant User and each Existing Registered User shall be Sharing Registered Users and shall appoint the consumer as Sharing Registered User Agent pursuant to an Agreement (the parties to which shall be each such User and the consumer, but for the avoidance of doubt not the Transporter) in the terms ("**Mandatory Allocation Agency Terms**"), subject to paragraph 1.16.2(e), in Annex G-2.
- 1.16.2 The conditions referred to in paragraph 1.16.1 are that:
- (a) the relevant Supply Meter Point is eligible (in accordance with paragraph 1.7.3) to be a Shared Supply Meter Point;
  - (b) the requirement in paragraph 1.7.6 would be (or will continue to be) satisfied;
  - (c) the applicant User is willing to appoint the consumer as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms;
  - (d) the consumer is willing to act as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms; and
  - (e) no existing Registered User would be obliged by virtue of Standard Condition 30 of the Shipper's Licence, by reason of a request made pursuant to Standard Condition 13(4)(a) of the Supplier's Licence, to submit a Supply Point Objection in respect of the Applicant User's Supply Point Confirmation.
- 1.16.3 Where the applicant User wishes to become a Sharing Registered User pursuant to paragraph 1.16.1:
- (a) the User shall submit to the Transporter a notification to that effect, identifying the consumer and the relevant Supply Meter Point, together with:
    - (i) an Agreement in the Mandatory Allocation Agency Terms, completed with details of the relevant Supply Meter Point, the effective date (consistent with paragraph 1.7.10(b)(ii) on the basis of paragraph (e) below) of the Agreement

and the names of the applicant User and Existing Registered User(s) and the consumer (in the capacity of agent), in a number of originals equal to the number of proposed parties thereto, each executed by the applicant User and consumer but undated;

- (ii) a signed irrevocable authority by the consumer in favour of the Transporter to date and deliver the Agreement in accordance with paragraph (d);
  - (b) the Transporter will notify each Existing Registered User thereof enclosing a copy of the applicant User's notification and a copy of the Agreement;
  - (c) pursuant to paragraph 1.16.1, each Existing Registered User shall, provided the conditions in paragraph 1.16.2 are satisfied, arrange for the execution of each original of the Agreement not later than the 10th Business Day after the Transporter's notification under paragraph (b);
  - (d) when each Existing Registered User has complied with paragraph (c), the Transporter will (and each relevant User hereby authorises the Transporter to) date and deliver the Agreement on behalf of each such User and the consumer, and provide two originals to the applicant User and one each to each other such User; and
  - (e) the Agreement once executed by each Existing Registered User shall take effect as a Shared Supply Meter Point Notification for the effective date specified in the Agreement, subject to paragraph 1.7.10(c), and no Supply Point Objection may be submitted by any Existing Registered User nor (if submitted) shall be effective.
- 1.16.4 Subject to paragraph 1.16.5, if any Existing Registered User fails to execute an Agreement pursuant to paragraph 1.16.3(c) by the date therein specified:
- (a) such User shall be deemed to have submitted a Supply Point Withdrawal in respect of the relevant Supply Point, which shall be effective on the effective date specified in the Agreement, pursuant to paragraph 3.2.3; and
  - (b) the Agreement shall take effect (unless there was no other Existing Registered User), subject to paragraph 1.7.19, and the Supply Point Confirmation submitted by the applicant User shall become effective, and the applicant User shall not be entitled to submit a Supply Point Withdrawal within the period referred to in 3.2.4.
- 1.16.7 Paragraph 1.16.4 shall not apply if any Existing User submits to the Transporter by the date specified in paragraph 1.16.3(c) written confirmation to the effect that the condition in paragraph 1.16.2(e) is not satisfied.

## **1.17 Supply Point Enquiries**

- 1.17.1 Subject to paragraph 1.17.10, a User (an "**Enquiring User**") contemplating submitting a Supply Point Nomination (the "**prospective**" Supply Point Nomination) may first submit an enquiry (a "**Supply Point Enquiry**") as to the matters referred to in paragraph 1.17.6.
- 1.17.2 For the purposes of this paragraph 1.17, references to the 'Proposed Supply Point' are to what would be the Proposed Supply Point if the Enquiring User were to submit the prospective Supply Point Nomination.
- 1.17.3 A Supply Point Enquiry shall specify the details which would be required to be specified pursuant to paragraphs 2.3.2(a) to (d) in the prospective Supply Point Nomination.

- 1.17.4 The Transporter will reject, or may reject, the Supply Point Enquiry in any case in which (if the Supply Point Enquiry were a Supply Point Nomination) the Transporter would be required, or (as the case may be) entitled, to reject such Supply Point Nomination pursuant to paragraph 2.3.6.
- 1.17.5 Where the Transporter rejects a Supply Point Enquiry the Transporter will notify the Enquiring User of the reason for such rejection.
- 1.17.6 Where the Transporter does not reject the Supply Point Enquiry, the Transporter will submit a response to the enquiry specifying (in relation to the Proposed Supply Point) the details which the Transporter would be required to specify in a Supply Point Offer (in response to the prospective Supply Point Nomination) pursuant to paragraphs 2.4.2(b), (c), (d)(i), (f) and (g). Where the Supply Point Enquiry is for a non-domestic Supply Point, such response may be provided by the Transporter via an online portal where this facility is available to the Transporter.
- 1.17.7 For the purposes of assessing whether to submit a Supply Point Confirmation in respect of a Smaller Supply Point a User may submit an enquiry to the Transporters in respect of a Smaller Supply Point (a **“Smaller Supply Point Enquiry”**) requesting:
- (a) the Supply Meter Point Reference Number;
  - (b) the Applicable End User Category in accordance with H1.7;
  - (c) details of the Supply Point Capacity;
  - (d) the Annual Quantity for each Supply Meter Point; and
  - (e) the Exit Zone in which the Smaller Supply Point is located;
- 1.17.8 The Transporters will submit a response to such Smaller Supply Point Enquiry specifying the information requested in paragraph 1.17.8 and such response shall be made in respect of a Smaller Supply Point Enquiry requesting:
- (a) less than 50 Supply Meter Point Reference Number reports, within the one Business Day following the date of receipt of such Smaller Supply Point Enquiry;
  - (b) between 50 and 100 Supply Meter Point Reference Number reports, within the two Business Days following the date of receipt of such Smaller Supply Point Enquiry;
  - (c) between 101 and 1000 Supply Meter Point Reference Number reports, within the five Business Days following the date of receipt of such Smaller Supply Point Enquiry;
  - (d) for more than 1000 Supply Meter Point Reference Number reports, on a reasonable endeavours basis.
- 1.17.9 A User submitting a Smaller Supply Point Enquiry shall:
- (a) ensure that prior to such submission it will obtain the written consent of the consumer of the Smaller Supply Point (whether directly or indirectly through the Supplier of the Smaller Supply Point);
  - (b) retain evidence of such consent;
  - (c) promptly provide such evidence to the Transporters following a request to do so which is made at any time after the Smaller Supply Point Enquiry.

1.17.10 For the purposes of paragraph 1.17.1, an Enquiring User shall be taken to be contemplating submitting a Supply Point Nomination where:

- (a) prior to submitting a Supply Point Enquiry, it has obtained written or verbal consent of the consumer of the Larger Supply Point or the New Smaller Supply Point (whether directly or indirectly through the Supplier of the Larger Supply Point or the New Smaller Supply Point as the case may be);
- (b) retained evidence of such consent; and
- (c) where applicable, promptly provided such evidence to the Transporters following a request to do so which may be made at any time after the Supply Point Enquiry.

1.17.11 For the purposes of paragraph 1.17.6, a “**non-domestic**” Supply Point shall mean a Supply Point where the supply of gas is not taken wholly or mainly for domestic purposes.

1.17.12 For the purposes of paragraph 1.17.6, an “**online portal**” shall mean an internet site which functions as a point of access to information held on the UK Link System.

## **1.18 Site visit Appointments**

1.18.1 This paragraph 1.18 applies where:

- (a) the User believes that the information set out in the Supply Point Register that:
  - (i) has been provided by the Transporter pursuant to the Code; or
  - (ii) subject to paragraph (e) below, relates to Meter assets

is incorrect;

- (b) the User has so notified the Transporter, providing details of the information which the User believes to be incorrect, what the User believes to be the correct information and the contact details for the consumer at the Supply Point Premises (the “**relevant consumer**”);
- (c) following such notification, the Transporter has been unable (after examining the details contained in the Supply Point Register) to resolve the matter notified by the User (the “**relevant matter**”);
- (d) subject to paragraph (e) below, the User has accordingly requested the Transporter and the Transporter has agreed to endeavour to contact the relevant consumer and has consequently arranged with such consumer a time and date when the Transporter may visit the Supply Point Premises to investigate the relevant matter (a “**Site Visit Appointment**”);
- (e) a Site Visit Appointment shall not include any visit (whether undertaken or not) to the consumer's premises which:
  - (i) is subject to the standards of performance set out in the Gas (Standards of Performance) Regulations 2002;
  - (ii) after the Metering Separation Date, relates to Meter assets.

1.18.2 Where a Site Visit Appointment has been arranged as set out in paragraph 1.18.1, subject to paragraph 1.18.3, the Transporter will during normal business hours (08:30 hours to 17:00

hours), or on such date and time as the Transporter and the consumer may agree, visit the Supply Point Premises and (subject to being given the required access) investigate the relevant matter.

- 1.18.3 Where a Site Visit Appointment has been arranged, the Transporter may require that the User attend at the Supply Point Premises at such time and date, and where the Transporter so requires, the Transporter will not be required to investigate the relevant matter if the User does not so attend and such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.3.1.
- 1.18.4 If the Transporter is unable (upon such a visit) to obtain the access required to investigate the relevant matter, the Transporter shall not be required to revisit the Supply Point Premises; and
- (a) if the Transporter did not require (pursuant to paragraph 1.18.3) the User to attend, the Transporter will so inform the User as soon as reasonably practicable after making such visit; and
  - (b) such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.3.1.

## **1.19 DNO Users**

In this Section G references to Users exclude DNO Users.

## **1.20 Reduction of Offtake at Firm Supply Points**

- 1.20.1 Where, in relation to any Firm Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:
- (a) exercises (other than pursuant to an instruction from a Transporter pursuant to Section Q) any entitlement to require the consumer to discontinue consuming gas offtaken from the Total System on a Day; or
  - (b) having exercised such an entitlement, authorises the consumer to resume such consumption

the Registered User will as soon as reasonably practicable, and in accordance with paragraph 1.20.3, inform the Transporter of the matters set out in paragraph 1.20.2, provided that the Registered User shall use reasonable endeavours to inform the Transporter not more than one hour after such discontinuance and/or not less than one hour before such resumption.

- 1.20.2 The matters to be informed by the Registered User to the Transporter pursuant to paragraph 1.20.1 are:
- (a) the identity of the Firm Supply Point;
  - (b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and

an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.

- 1.20.3 For the purposes of paragraph 1.20.1 the User will give the relevant information to the Transporter by means of telephone or facsimile, unless it has given to the Transporter not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the Transporter for the

purposes of paragraph 1.20.1 only by Batch Transfer Communication, and will promptly inform the Transporter by telephone or facsimile of the transmission of each such Batch Transfer Communication.

- 1.20.4 Where the Transporter notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 1.20.3, that User will promptly send to the Transporter by facsimile the information contained in that Batch Transfer Communication.<sup>8</sup>

## 2 SUPPLY POINT REGISTRATION

### 2.1 Introduction

- 2.1.1 A User may apply to become the Registered User in respect of a Supply Point in accordance with this paragraph 2.

- 2.1.2 In order for a User (the "**Proposing User**") to become the Registered User in respect of a Supply Point:

- (a) where the Proposed Supply Point is a Larger Supply Point or a New Smaller Supply Point and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point, then the User must make a Supply Point Nomination in accordance with paragraph 2.3, in response to which the Transporter will (subject as provided in this Section G) submit to the Proposing User a Supply Point Offer in accordance with paragraph 2.4; and
- (b) the Proposing User must make a Supply Point Confirmation in accordance with paragraphs 2.5 to 2.7 which become effective in accordance with paragraphs 2.8 to 2.11.

- 2.1.3 For the purposes of this paragraph 2 a "**Proposed**" Supply Point is the Supply Point which is the subject of a Proposed Supply Point Registration.

- 2.1.4 In respect of a Proposed Supply Point Registration:

- (a) a "**Supply Point Nomination**" is a communication by a Proposing User in respect of a Larger Supply Point or, where required, a New Smaller Supply Point requesting a Supply Point Offer from the Transporter;
- (b) a "**Supply Point Offer**" is a communication by the Transporter to a Proposing User providing information in respect of a Larger Supply Point or, where required, a New Smaller Supply Point; and
- (c) a "**Supply Point Confirmation**" is a communication by a Proposing User to the Transporter requesting Supply Point Registration in respect of a Proposed Supply Point.

- 2.1.5 The Code provides that the Transporter will or may reject in certain cases a Supply Point Nomination or Supply Point Confirmation; and any reference in this Section G to such a rejection by the Transporter is to a rejection in accordance with any such provision of the Code.

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<sup>8</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.21.



- 2.1.6 Where the Transporter has given a Termination Notice (under Section V4) to a User, the Transporter may decide:
- (a) to reduce any of the periods and/or curtail any of the procedures provided for in this Section G in relation to any Supply Point Nomination or Supply Point Confirmation by any other User in respect of; or
  - (b) to implement any other procedure for the registration in the name of any other User (who wishes to become the Registered User) of  
  
any Supply Meter Points of which the Discontinuing User was the Registered User.
- 2.1.7 For the purposes of paragraphs 2.1.8, 2.1.9, 2.1.10, 2.1.11, 2.1.12 and 2.1.13:
- (a) where a User has been given a Termination Notice by National Gas Transmission (under Section V4), all Supply Meter Points in respect of which the Discontinuing User was the Registered User immediately prior to the User Discontinuance Date shall be known as the "**Terminated Supply Meter Points**";
  - (b) a "**Supplier of Last Resort**" is a supplier whom by virtue of Standard Condition 29 of the Supplier's Licence has been directed by the Authority to supply gas in accordance with that condition in respect of any or all of the Terminated Supply Meter Points;
  - (c) "**the Last Resort User**" is a User who is the first User, following the appointment of the Supplier(s) of Last Resort, to become the Registered User of all of the Terminated Supply Meter Points;
  - (d) "**day of issue**" is the Day following the day of notification;
  - (e) "**day of notification**" is the Day on which the Transporter receives written notice from the Authority of the appointment and identity of the Last Resort User; and
  - (f) "**TSMP Information**" is relevant information (including, but not limited to, Protected Information) relating to the Terminated Supply Meter Points to which the Discontinuing User would have had access through UK Link, immediately prior to the User Discontinuance Date.
- 2.1.8 Where National Gas Transmission has given a Termination Notice (under Section V4) to a User and the Authority directs a Supplier of Last Resort in respect of a Terminated Supply Meter Point, then notwithstanding any other provision of Code, the Last Resort User shall become the Registered User of the Terminated Supply Meter Points, thereby accepting the benefit of the rights and the burden of obligations under Code, the Framework Agreement and any relevant Ancillary Agreement, in respect of the Terminated Supply Meter Points (including without limitation the payment of Transportation Charges and Energy Balancing Charges in respect thereof) with effect from and including the date of the appointment of the Supplier of Last Resort.
- 2.1.9 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points the Transporter shall use reasonable endeavours, subject to paragraphs 2.1.11, 2.1.12 and 2.1.13, to provide to the Last Resort User on the day of issue a copy of the TSMP Information which can be accessed by the Last Resort User through UK Link.
- 2.1.10

- (a) The Transporter shall undertake a review of the Last Resort User's Code Credit Limit and (in the case of National Gas Transmission) Secured Credit Limit as soon as reasonably practicable following the day of notification, and shall advise the Last Resort User, as soon as reasonably practicable thereafter but in any event not later than 3 Days after the day of notification, of any further security that will be required to be provided by the Last Resort User in accordance with paragraph 2.1.10(b).
  - (b) In the event that following the review referred to in paragraph 2.1.10 the Transporter notifies the Last Resort User that additional security is required, then the Last Resort User shall be obliged to provide the requisite security in accordance with the Code or Energy Balancing Credit Rules (as appropriate) in favour of the Transporter (or National Gas Transmission) as soon as reasonably practicable thereafter but in any event no later than 14 Days of the day of notification and upon receipt of that security the Transporter shall revise the Last Resort User's Code Credit Limit (and/or in the case of National Gas Transmission) Secured Credit Limit (as appropriate) as soon as reasonably practicable thereafter but in any event no later than 14 Days after the date of notification to take effect from the date of that revision.
  - (c) In the event that security is required to be provided by the Last Resort User pursuant to paragraph 2.1.10 but the Last Resort User fails to provide the security in accordance with paragraph 2.1.10(b), then the Code Credit Limit and/or Secured Credit Limit (as appropriate) shall not be revised pursuant to this paragraph 2.1.10 and the Transporter shall be entitled to exercise those rights and remedies available to it pursuant to V3.3 or Section X, as appropriate.
- 2.1.11 By virtue of this paragraph 2.1.11 the Discontinuing User hereby is deemed to have given its written consent for the purposes of both paragraph V5.5.2(a) and Section 105 of the Utilities Act 2000 (as amended from time to time) to the Transporter to disclose to the Last Resort User the TSMP Information pursuant to paragraph 2.1.9 above.
- 2.1.12 It is acknowledged that the TSMP Information contains information which has been provided to the Transporter by the Discontinuing User and accordingly the Last Resort User hereby acknowledges and agrees that:
- (a) the TSMP Information disclosed to it pursuant to paragraph 2.1.9 above shall not have been independently verified;
  - (b) it shall be solely responsible for making its own judgement and decision on the TSMP Information disclosed to it;
  - (c) neither the Transporter, nor any of its employees, agents, consultants, advisers or directors, accept responsibility for, or make any representation or warranty (express or implied) regarding, the accuracy or completeness of the content of the TSMP Information; and
  - (d) the Transporter shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.
- 2.1.13 For the purposes only of enabling the Transporter to comply with the provisions of paragraph 2.1.9, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Transporter may reasonably require, including, without limitation, executing any relevant documents, deeds and assignments, or perform such acts, necessary to ensure compliance with the provisions of the Data Protection Act 1998 (as may be amended from time to time).

2.1.14 Unless the context otherwise requires, references in this Section G to details to be included in a Supply Point Nomination, Supply Point Offer or Supply Point Confirmation are to details which would (if the Proposing User submits a Supply Point Confirmation and/or if the Supply Point Confirmation becomes effective) apply in respect of the Proposed Supply Point Registration.

## 2.2 Current, New and Existing Supply Points

2.2.1 Subject to paragraph 1.4, a Proposed Supply Point may be a Current Supply Point or a New Supply Point.

2.2.2 For the purposes of Section G:

- (a) A **"Current Supply Point"** is a Proposed Supply Point all of the Supply Meter Points comprised in which are (at the relevant time) all of the Supply Meter Points comprised in one Existing Supply Point;
- (b) a **"New Supply Point"** is any other Proposed Supply Point (including for the avoidance of doubt a Proposed Supply Point which includes a New Supply Meter Point) and
- (c) a **"New Smaller Supply Point"** is where, in relation to a New Supply Point, the relevant Proposed Supply Point is a Smaller Supply Point.

2.2.3 In relation to a Proposed Supply Point Registration:

- (a) an **"Existing Supply Point"** is a Supply Point which (at the relevant time):
  - (i) is the subject of an existing Supply Point Registration (which may be a registration in the name of the Proposing User); and
  - (ii) includes one or more Supply Meter Points which are comprised in the Proposed Supply Point; and
- (b) an **"Existing Registered User"** is a User (who may be the Proposing User) who is the Registered User in respect of an Existing Supply Point.

2.2.4 Subject to paragraph 2.8.3, the Proposing User will not be entitled to have access to the identity of the Existing Registered User(s).

2.2.5 A **"Supply Point Reconfirmation"** or a **"Supply Point Renomination"** is a Supply Point Confirmation or (as the case may be) Supply Point Nomination submitted by the Existing Registered User of the Current Supply Point; and where the Code provides for a Supply Point Reconfirmation to be made in respect of a Larger Supply Point, the Code shall be deemed also to provide for an appropriate Supply Point Renomination to be made.

2.2.6 A **"Supply Point Commodity Rate Renomination"** is, where the Existing Registered User had previously confirmed in accordance with Section B3.12.7 that the Applicable Commodity Rate in respect of the Current Supply Point was to be the NTS Optional Commodity Rate, a Supply Point Nomination submitted by the Existing Registered User of the Current Supply Point where:

- (a) the Existing Registered User nominates that the Applicable Commodity Rate at the Current Supply Point is not to be the NTS Optional Commodity Rate; or

- (b) the NTS Optional Commodity Rate having previously been de-applied in accordance with sub-paragraph (a) above, the Existing Registered User wishes to re-apply for the NTS Optional Commodity Rate at the Current Supply Point.

## 2.3 Supply Point Nomination

2.3.1 A User may make a Supply Point Nomination in respect of a Larger Supply Point or may, where required, make a Supply Point Nomination in respect of a New Smaller Supply Point in accordance with paragraph 2.1.2 and this paragraph 2.3. Where a Proposing User wishes to make a Supply Point Nomination in respect of a Larger Supply Point for the purpose of:

- (a) in the case of an LDZ Supply Point increasing Supply Point Capacity for such Supply Point;
- (b) changing the Supply Point Component of any Supply Meter Point;
- (c) specifying a New Supply Point

then the Proposing User may use the following process:

- (i) (provided that the Proposed Supply Point will be a Current Supply Point) the User may submit, as appropriate, one or more Supply Point Nominations in accordance with paragraph 2.3 to nominate:

- (1) in the case of an LDZ Supply Point the prevailing Supply Point Capacity;
- (2) the existing Supply Point Component of each Supply Meter Point; or
- (3) the Current Supply Point

(any such Supply Point Nomination shall be referred to as a "**Supply Point First Nomination**"); and

- (ii) at any time up to the date of the Supply Point Offer in respect of the Supply Point First Nomination the User may also submit, as appropriate, in accordance with paragraph 2.3, one or more Supply Point Nominations to:

- (1) in the case of an LDZ Supply Point increase the Supply Point Capacity;
- (2) change the Supply Point Component of any Supply Meter Point; or
- (3) specify a New Supply Point

(and any such Supply Point nomination shall be referred to as "**Supply Point Second Nomination**").

2.3.2 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall comply with the provisions of paragraph 2.3.9 and any other Supply Point Nomination shall specify:

- (a) the identity of the Proposing User;
- (b) whether the Proposed Supply Point is a Current Supply Point or a New Supply Point, and in the case of a New Supply Point a description of the basis on which the Single Premises Requirement is satisfied;

- (c) the Supply Meter Point Reference Number in respect of:
  - (i) in the case of a Current Larger Supply Point, either one or all of the Supply Meter Points comprised in the Proposed Supply Point; or
  - (ii) in the case of a New Supply Point, all of the Supply Meter Points comprised in the Proposed Supply Point;
- (d) the Meter Post Code in respect of each Supply Meter Point for which the Supply Meter Point Reference Number is specified under paragraph (c);
- (e) in the case of an LDZ Supply Point where the Proposed Supply Point includes one or more DM Supply Meter Points, the proposed Supply Point Capacity and proposed Supply Point Offtake Rate in respect of the DM Supply Point Component, in compliance with the requirements of paragraph 5;
- (f) where the Proposed Supply Point includes an NDM Supply Meter Point and where the Annual Quantity of the NDM Supply Point Component is less than 293,000 kWh (10,000 therms) but in excess of 73,200 kWh (2,500 therms), whether the relevant Supply Meters are proposed to be a Monthly Read Meter;
- (g) the Supply Meter Point Reference Number of any Supply Meter Point comprised in the Proposed Supply Point which is to become or (as the case may be) ceased to be a DM Supply Meter Point; and
- (h) any other details which are required to be specified in any particular case pursuant to any provision of this Section G; or
- (i) where a User wishes to apply for the NTS Optional Commodity Rate at an Eligible Exit Point, the Specified Exit Point and the Specified Entry Point; or
- (j) where a User wishes to apply for the LDZ Optional Capacity Rate, the LDZ Specified Exit Point.

2.3.3 In this Section G "**Nominated**" means proposed in a Supply Point Nomination.

2.3.4 Where a User makes a Supply Point Nomination:

- (a) the Transporter will submit a Supply Point Offer (in accordance with paragraph 2.4), or reject the Supply Point Nomination (in accordance with paragraph 2.3.6), or submit a referral notice (in accordance with paragraph 2.3.8), within 2 Business Days after the Supply Point Nomination was submitted;
- (b) where (in accordance with paragraph 2.3.8) the Transporter submitted a referral notice, the Transporter will submit a Supply Point Offer within 12 Business Days after the Supply Point Nomination was submitted.

2.3.5 If the Transporter does not comply with paragraph 2.3.4 it will in any event reject the Supply Point Nomination or make a Supply Point Offer or submit a referral notice as soon as reasonably practicable.

2.3.6 The Transporter will reject the Supply Point Nomination where:

- (a) the Transporter is not reasonably satisfied that the Single Premises Requirement is complied with in respect of the Proposed Supply Point; or

- (b) the Supply Point Nomination is not made strictly in accordance with the requirements of paragraph 2.3.2 and /or 2.3.9 (as the case may be); or
- (c) any of the Supply Meter Point Reference Number(s) specified pursuant to paragraph 2.3.2(c) is not identified in the Supply Point Register with the Meter Post Code(s) specified pursuant to paragraph 2.3.2(d);
- (d) in relation to User Daily Read Equipment:
  - (i) the Proposed Supply Point has an Annual Quantity less than 732,000 kWh (25,000 therms); and/or
  - (ii) the Ceiling Limit in relation to User Daily Read Equipment has already been attained; and/or
  - (iii) a User attempts to make a Supply Point Nomination for a DM Supply Meter Point where User Daily Read Equipment is to be installed where the Daily Read Requirement applies in relation to such Supply Meter Point.

and the Transporter may reject the Supply Point Nomination where the Supply Point Nomination does not comply with any other requirement provided for in this Section G or in accordance with Section V3 or in any other case where such rejection is provided for in the Code.

- 2.3.7 Where the Transporter rejects the Supply Point Nomination the Transporter will inform the Proposing User of the reason (under paragraph 2.3.6) for such rejection (and where such rejection was pursuant to paragraph 2.3.6(b), the requirement of paragraph 2.3.2 and /or 2.3.9 (as the case may be) which was not complied with)).
- 2.3.8 Where the Proposed Supply Point is a New Supply Point, or includes a New Supply Meter Point, or (in accordance with the further provisions of this Section G) it is necessary for the Transporter to assess the feasibility of making gas available for offtake from the Total System at the Proposed Supply Point, the Transporter may (unless it rejects the Supply Point Nomination) give notice (a "**referral notice**") to that effect to the Proposing User.
- 2.3.9 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall specify:
  - (a) the identity of the Proposing User;
  - (b) the Supply Meter Point Reference Number in respect of the Supply Meter Points comprised in the Proposed Supply Point;
  - (c) the Applicable Commodity Rate that the User wishes to be applied being either:
    - (i) the NTS Optional Commodity Rate; or
    - (ii) the Applicable Commodity Rate other than the NTS Optional Commodity Rate determined pursuant to B1.8.1;
  - (d) the Proposed Supply Point Registration Date; and
  - (e) any other details which are required to be specified in any particular case pursuant to any provision of this Section G.

## 2.4 Supply Point Offers

- 2.4.1 Where the Transporter does not reject (in accordance with paragraph 2.3.4) a Supply Point Nomination, the Transporter will submit to the Proposing User a Supply Point Offer in accordance with this paragraph 2.4.
- 2.4.2 A Supply Point Offer will specify in relation to the Proposed Supply Point:
- (a) the identity of the Proposing User;
  - (b) the address(es) of the Supply Point Premises;
  - (c) the Supply Meter Point Reference Number, manufacturer's serial number, and (where the Proposed Supply Point comprises a Sub-deduct Supply Meter Point) Meter Link Code of each Supply Meter Point comprised in the Proposed Supply Point Registration;
  - (d) where the Proposed Supply Point includes one or more NDM Supply Meter Points:
    - (i) the Applicable End User Category in accordance with Section H1.7;
    - (ii) in the case of an LDZ Supply Point, Supply Point Capacity (in accordance with Section H4.1); and
    - (iii) the Nominated Meter Reading Frequency or (where more frequent) the minimum Meter Reading Frequency required under Section M3 in respect of each relevant Supply Meter;
  - (e) in the case of an LDZ Supply Point where the Proposed Supply Point includes one or more DM Supply Meter Points:
    - (i) details in respect of Supply Point Capacity and Supply Point Offtake Rate in accordance with paragraph 2.4.3;
    - (ii) whether the Proposed Supply Point is a Firm Supply Point or an Interruptible Supply Point, and (if Interruptible) whether (as respects the DM Supply Point Component) SDMC(I) provided that no details of the Interruptible Tranches will be specified;
    - (iii) details of the Daily Read Equipment installed and the Supply Meter Point Reference Number of each Supply Meter Point at which any such Daily Read Equipment is installed;
  - (f) the Exit Zone and (where applicable) LDZ in which the Proposed Supply Point is located;
  - (g) the Annual Quantity for each Supply Meter Point;
  - (h) the relevant Supply Point Transportation Charges;
  - (i) the Supply Meter Point Reference Number of any Supply Meter Point comprised in the Proposed Supply Point which has been Isolated;
  - (j) a number by which the Supply Point Offer may uniquely be identified; or
  - (k) where a User has made a Supply Point Nomination in accordance with paragraph 2.3.2(h) or 2.3.9(c)(i), the distance between the Specified Entry Point and the

Proposed Supply Point, the six figure grid references, the capacity of the Proposed Supply Point and the NTS Optional Commodity Rate; or

- (l) where a User has made a Supply Point Nomination in accordance with paragraph 2.3.2(h) the Notional NTS Connection Point, the distance between the Notional NTS Connection Point and the Proposed Supply Point, the eight figure grid references, the capacity of the Proposal Supply Point and the LDZ Optional Capacity Rate;
- (m) the identity of the Gas Act Owner;
- (n) the identity of the Meter Asset Manager.

2.4.3 In the case of an LDZ Supply Point where the Proposed Supply Point includes a DM Supply Point Component:

- (a) the Supply Point Capacity ("**Offered Supply Point Capacity**") specified in the Supply Point Offer shall be:
  - (i) where the Nominated Supply Point Capacity is less than the Bottom-Stop Supply Point Capacity, the Bottom-Stop Supply Point Capacity;
  - (ii) otherwise, but subject to paragraph 5.5, the Nominated Supply Point Capacity (provided that where the Nominated Supply Point Capacity is not less than the Bottom-Stop Supply Point Capacity but less than the Prevailing Supply Point Capacity, paragraph 2.7.3 shall apply);
- (b) subject to paragraph 5.5, the Supply Point Offtake Rate specified in the Supply Point Offer shall be the Nominated Supply Point Offtake Rate; and
- (c) the Supply Point Offer will also specify (for information purposes, where not specified under paragraph (a)(i)) the Bottom-Stop Supply Point Capacity.

2.4.4 Subject to paragraphs 1.9.9(b), 2.4.5 and 2.7.3, and unless and until a Supply Point Confirmation is made which becomes effective, a Supply Point Offer will remain valid for a period of six (6) months after it was made.

2.4.5 In the case of an LDZ Supply Point where the Proposed Supply Point includes a DM Supply Point Component, at any time at which the Proposing User has not submitted a Supply Point Confirmation:

- (a) if:
  - (i) the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence in any month of a Supply Point Ratchet (pursuant to Section B4.7) in respect of any Existing Supply Point; or
  - (ii) at the start of a Gas Year, the Bottom-Stop Supply Point Capacity becomes (pursuant to paragraph 5.2) greater than the Offered Supply Point Capacity

the Transporter will so notify the Proposing User whereupon the Supply Point Offer will lapse (but without prejudice to any Supply Point Confirmation submitted before such notification was given, in respect of which paragraph 2.7.4 will apply);

- (b) save for the circumstances specified in paragraph 1.5.12, if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of a Capacity Revision Application (in accordance with paragraph 5.1.4) made by the



Registered User for an increase in Supply Point Capacity in respect of any Existing Supply Point, paragraph 2.7.3 shall apply.

- 2.4.6 The Transporter will inform the Proposing User of the application of paragraph 2.7.3 pursuant to paragraph 2.4.5(b) within 5 Business Days after the occurrence of the event giving rise to the application of paragraph 2.7.3.
- 2.4.7 Where during the period for which a Supply Point Offer remains valid:
- (a) the Annual Quantity of the NDM Supply Point Component (if any) of the Proposed Supply Point is revised (including a revision to the Annual Quantity pursuant to a notice by an Existing Registered User under paragraph 1.6.8(a)), or such NDM Supply Point Component belongs to a different End User Category, from the Annual Quantity or End User Category specified in the Supply Point Offer:
    - (i) the Transporter will notify the Proposing User of the revised Annual Quantity or End User Category;
    - (ii) the Supply Point Offer shall be deemed to be modified accordingly (and shall remain valid);
  - (b) the details of the Supply Point Transportation Charges are (upon a change in Annual Quantity or End User Category of any Supply Meter Point or the coming into force of a new Transportation Statement or otherwise) revised, the Transporter will not and is not required to notify the Proposing User of such change, and the Proposing User will be informed of the revised details only if it makes a Supply Point Confirmation which becomes effective.
- 2.4.8 There may be any number of Supply Point Offers outstanding, to different Proposing Users, in respect of a Proposed Supply Point or Proposed Supply Points comprising some or all of the same Supply Meter Points.
- 2.4.9 The details contained in a Supply Point Offer of the matters set out in paragraph 2.4.10 shall be binding upon the Transporter and the Proposing User where the User submits a Supply Point Confirmation in respect of such Supply Point Offer, notwithstanding any error in the details so stated (but without prejudice to the ability of the Transporter to withdraw a Supply Point Offer containing such erroneous details before a Supply Point Confirmation has been submitted).
- 2.4.10 The matters referred to in paragraph 2.4.9 are:
- (a) the Supply Meter Points comprised in the Proposed Supply Point;
  - (b) the Annual Quantity, End User Category and, in the case of an LDZ Supply Point, the Supply Point Capacity of the Proposed Supply Point.
- 2.4.11 Except as provided in paragraph 2.4.9, where any detail contained in a Supply Point Offer is incorrectly stated:
- (a) such error shall not bind the Transporter or the Proposing User and shall not prejudice the proper determination of such detail; and
  - (b) a Supply Point Confirmation made on the basis of such Supply Point Offer shall be valid notwithstanding such error.

2.4.12 Where the User disputes the distance specified by the Transporter under paragraph 2.4.2(k) or paragraph 2.4.2(l), the User may resubmit a Supply Point Nomination for the Proposed Supply Point stating alternative eight figure grid references for the Proposed Supply Point and the Notional NTS Connection Point as appropriate with supporting evidence of calculation.

2.4.13 For the purposes of the Code:

- (a) **"Gas Act Owner"** is the consumer, holder of a Gas Transporter's Licence or relevant supplier that owns the meter (and for the purposes of this definition owner includes a lessee) and which in accordance with the Gas Code is responsible for keeping it in proper order for correctly registering the quantity of gas supplied;
- (b) **"Meter Asset Manager"** is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation.

## 2.5 Supply Point Confirmations: General

2.5.1 A User may submit a Supply Point Confirmation to the Transporter:

- (a) in respect of a Current Smaller Supply Point or a New Smaller Supply Point comprising of one Supply Meter Point (pursuant to the establishment of a New Supply Meter Point in accordance with G7.1.1(b)(i)), in accordance with paragraph 2.6, at any time;
- (b) in respect of a Larger Supply Point or New Smaller Supply Point comprising of more than one Supply Meter Point, in accordance with paragraph 2.7, after making a Supply Point Nomination, at any time where the condition in paragraph 2.5.2 is satisfied; or
- (c) in respect of a Supply Point where information has been specified in accordance with paragraph 2.4.2(k) or paragraph 2.4.2(l) provided that a Supply Point Offer made in respect of paragraphs 2.4.2(a) to 2.4.2(j) and has been or, is simultaneously being confirmed by the User under this paragraph 2.5.1.

2.5.2 The condition referred to in paragraph 2.5.1(b) is that:

- (a) the Supply Point Confirmation is made at a time at which the Supply Point Offer remains (in accordance with paragraph 2.4.4) valid; and
- (b) in the circumstances in paragraph 2.7.3, the Proposed Supply Point Registration Date is within the Capacity Reduction Period.

2.5.3 By making a Supply Point Confirmation in respect of a Proposed Supply Point the Proposing User:

- (a) warrants to the Transporter:
  - (i) that; or
  - (ii) where the User will not be the supplier, that the supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that

as at the Proposed Supply Point Registration Date there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point; and

- (b) agrees (if the confirmation becomes effective):
    - (i) to be the Registered User in respect of the Proposed Supply Point; and
    - (ii) to be registered as holding at an LDZ Supply Point:
      - (1) as to the NDM Supply Point Component (if any), Supply Point Capacity (and accordingly LDZ Capacity) determined in accordance with Section H4;
      - (2) as to the DM Supply Point Component (if any), the Confirmed Supply Point Capacity (and accordingly LDZ Capacity);
    - (iii) that it consents to the disclosure of the information by the Transporter in accordance with paragraph 2.8.8(b).
- 2.5.4 In the case of an LDZ Supply Point subject to paragraph 2.7.4(a), the "**Confirmed Supply Point Capacity**" in respect of the DM Supply Point Component of a Proposed Supply Point (for which the Supply Point Confirmation becomes effective) is the Offered Supply Point Capacity.
- 2.5.5 A Supply Point Confirmation may not be made, and the Transporter will reject any Supply Point Confirmation submitted:
- (a) (except in respect of a Shared Supply Meter Point), in respect of a Proposed Supply Point comprising any Supply Meter Point comprised in a Proposed Supply Point in respect of which any other Supply Point Confirmation has been made and is (in accordance with paragraph 2.5.9) outstanding; and
  - (b) in respect of a Proposed Supply Point comprising any Supply Meter Point (other than a New Supply Meter Point) in respect of which there is any request for Siteworks outstanding or any Siteworks Contract which has not been completed, and for which the Siteworks Applicant is a gas shipper other than the Proposing User.
- 2.5.6 The Transporter may reject a Supply Point Confirmation in accordance with Section V3.
- 2.5.7 The "**Proposed Supply Point Registration Date**" in respect of a Supply Point Confirmation is the date with effect from which the Proposing User wishes to become the Registered User in respect of the Proposed Supply Point.
- 2.5.8 The Proposed Supply Point Registration Date shall be:
- (a) not more than 30 Business Days after the Supply Point Confirmation is submitted; and
  - (b) not less than 15 Business Days after the Supply Point Confirmation is submitted unless:<sup>9</sup>
    - (i) at the time that the Supply Point Confirmation is submitted a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point in which case the Proposed Supply Point Registration Date shall not be less than 8 Business Days;

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<sup>9</sup> Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.5.8(b).

- (ii) there is no change in the identity of the Registered User in respect of the Supply Point, in which case the Proposed Supply Point Registration Date shall not be less than 8 Business Days; or
  - (iii) where the Supply Point Confirmation is resulting from a Supply Point Commodity Rate Renomination (a "**Supply Point Commodity Rate Confirmation**") in which case the Proposed Supply Point Registration Date shall not be less than 4 Business Days; and
- (c) not earlier than 2 months (or such lesser period as the Transporter may specify) after the Supply Point Confirmation is submitted, where such Supply Point ceases to be, or becomes, a category of Special Metering Supply Point described in paragraph 7.1.1(d)(ii)(2), 7.1.1(d)(ii)(3), or 7.1.1(d)(iv).

2.5.9 A Supply Point Confirmation shall be outstanding until it is rejected by the Transporter in accordance with this paragraph 2 or lapses in accordance with paragraph 2.8.6, or (where it becomes effective) until the Supply Point Registration Date.

2.5.10 Every Supply Point Confirmation shall specify (in addition to what is required in paragraphs 2.6 and 2.7) the identity of the proposed supplier; and in any case where upon a change of the identity of the supplier a User continues to be a Registered User in respect of a Supply Point, such User shall either submit a Supply Point Confirmation or notify the Transporter, by such method as the Transporter shall require, (such method to be notified to Users from time to time) the identity of the new supplier as soon as reasonably practicable after such change of identity. By notifying the Transporter of the identity of the new supplier, such User warrants to the Transporter that such new supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point.

2.5.11 Where the Transporter does not reject the Supply Point Confirmation it will within 2 Business Days after the Supply Point Confirmation was communicated, give notice to the Proposing User acknowledging the Supply Point Confirmation.<sup>10</sup>

2.5.12 By making a Supply Point Confirmation in respect of a New Smaller Supply Point comprising one Supply Meter Point then the Proposing User shall be deemed to have included within the Supply Point Confirmation such relevant information as described under paragraph 2.4.2 as may be contained in the Supply Point Register in relation to the Proposed Supply Point.

## **2.6 Supply Point Confirmations: Smaller Supply Points**

2.6.1 A Supply Point Confirmation in respect of a Smaller Supply Point shall specify:

- (a) the identity of the Proposing User;
- (b) the Supply Meter Point Reference Number in respect of one Supply Meter Point comprised in the Proposed Supply Point, and the Meter Post Code of such Supply Meter Point;
- (c) the Proposed Supply Point Registration Date; and
- (d) the proposed Meter Reading Frequency.

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<sup>10</sup> Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.5.11.

- 2.6.2 the Transporter will reject the Supply Point Confirmation where:
- (a) the Supply Point Confirmation is not made strictly in accordance with the requirements of paragraph 2.6.1; or
  - (b) in the case of paragraph 2.6.1(b), the Supply Meter Point Reference Number specified is not identified in the Supply Point Register with the specified Meter Post Code
- and the Transporter may reject the Supply Point Confirmation where the Supply Point Confirmation does not comply with any other requirement provided for in this Section G or in any other case where such rejection is provided for in the Code.
- 2.6.3 Where the Transporter rejects the Supply Point Confirmation the Transporter will within 2 Business Days after the Supply Point Confirmation was communicated, inform the Proposing User of the provision of the Code pursuant to which the Supply Point Confirmation was rejected (and where such rejection was pursuant to paragraph 2.6.2(a), the requirement of paragraph 2.6.1 which was not complied with).
- 2.6.4 The Proposing User may in respect of a Smaller Supply Point cancel its Supply Point Confirmation in accordance with paragraph 2.8.1(c), where:
- (a) a Consumer has cancelled the contract, or contracts, for the supply to the Consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point, or where the Proposing User will not be the supplier, the supplier has informed the Proposing User that a cancellation of such contract or contracts has occurred; or
  - (b) the Proposing User has submitted a Supply Point Confirmation which is made in error.
- 2.6.5 The Proposing User will not submit a Confirmation in accordance with this paragraph 2.6 (in respect of a New Smaller Supply Point comprising one Supply Meter Point) where such Proposing User is aware that the Annual Quantity in respect of such Supply Point is greater than 73,200 kWh (2,5000 therms) and in such case any application in respect of the same shall be made in accordance with paragraph 2.3.
- 2.7 Supply Point Confirmations: Larger Supply Points and Smaller Supply Points subject to nomination**
- 2.7.1 A Supply Point Confirmation in respect of a Larger Supply Point or Smaller Supply Point subject pursuant to paragraph 2.1.2(a) to the requirement to be Nominated shall specify:
- (a) the Supply Point Offer in respect of which it is made;
  - (b) the Proposed Supply Point Registration Date; and
  - (c) where the Annual Quantity in respect of the Supply Point is greater than 732,000 kWh (25,000 therms), the details (for making contact in an Emergency) required under Section Q2.3.
- 2.7.2 Subject to paragraphs 2.4.7(b) and 2.4.10, the details (other than any expressly required in this Section to be included) which are the subject of the Supply Point Confirmation are those specified in the Supply Point Offer, and no other detail may be specified in the Supply Point Confirmation which would conflict with or qualify any such details.
- 2.7.3 In the case of an LDZ Supply Point where:
- (a) the Proposed Supply Point includes a DM Supply Point Component; and

- (b) the Prevailing Supply Point Capacity is, or (in accordance with paragraph 2.4.5(b)) at any time before a Supply Point Confirmation is submitted becomes, greater than the Offered Supply Point Capacity

a Supply Point Confirmation may be submitted only for a Proposed Supply Point Registration Date falling within the Capacity Reduction Period.

2.7.4 In the case of an LDZ Supply Point where the Proposed Supply Point includes a DM Supply Point Component, at any time after a Supply Point Confirmation is submitted but before the Supply Point Registration Date:

- (a) if:
  - (i) the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence of a Supply Point Ratchet (pursuant to Section B4.7.1) in respect of any Existing Supply Point; or
  - (ii) at the start of a Gas Year, the Bottom-Stop Supply Point Capacity becomes (pursuant to paragraph 5.2.3(a)(i)) greater than the Offered Supply Point Capacity

the Confirmed Supply Point Capacity will be the increased Prevailing Supply Point Capacity or (as the case may be) Bottom-Stop Supply Point Capacity;

- (b) if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the Registered User in respect of any Existing Supply Point applying for an increase in its Registered Supply Point Capacity, the Confirmed Supply Point Capacity will be the Offered Supply Point Capacity.

2.7.5 In the circumstances in paragraph 2.7.4(a) the Transporter may, but is not required to, notify the Proposing User of the increased Confirmed Supply Point Capacity before the Supply Point Registration Date, but will not later than the 5th Business Day after the Supply Point Registration Date notify to the Proposing User the revised Confirmed Supply Point Capacity and revised details of Supply Point Transportation Charges (and the Transporter's notification under paragraph 2.8.8 or 2.9.2 shall to that extent be provisional).

2.7.6 Without prejudice to paragraph 2.7.1 a Supply Point Commodity Rate Confirmation shall specify:

- (a) the Supply Point Offer in respect of which it is made;
- (b) the Supply Meter Point Reference Number in respect of the Supply Meter Points comprised in the Proposed Supply Point; and
- (c) the Proposed Supply Point Registration Date.

## **2.8 Effect of Confirmation: Existing Supply Points not already withdrawn**

2.8.1 Where, at the time a User submits a Supply Point Confirmation which is not rejected by the Transporter, there is any Existing Supply Point in respect of which a Supply Point Withdrawal has not been submitted:

- (a) the Transporter will, within 2 Business Days after the Supply Point Confirmation was submitted, notify the Existing Registered User of the submission of the Supply Point Confirmation and the Proposed Supply Point Registration Date, but not the identity of the Proposing User;

- (b) the Existing Registered User may, up to but not after the 7th Business Day after the date of notification to the Existing Registered User of the submission of the Supply Point Confirmation ("**Objection Deadline**"), submit to the Transporter an objection ("**Supply Point Objection**") in respect of such Existing Supply Point provided that the Existing Registered User shall not submit such Supply Point Objection where a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises; and
- (c) the Proposing User may, subject to paragraph 2.8.8 (in the case of a Smaller Point) up to but not after the 8th Business Day before the Proposed Supply Point Registration Date (the Objection Deadline) submit to the Transporter a cancellation ("**Supply Point Confirmation Cancellation**") in respect of such Supply Point Confirmation.<sup>11</sup>

2.8.2 No Supply Point Objection may be submitted, nor (if purportedly submitted) shall be effective:

- (a) by an Existing Registered User, after the Objection Deadline; nor
- (b) (for the avoidance of doubt) in respect of an Existing Supply Point in respect of which the Existing Registered User has submitted a Supply Point Withdrawal.

2.8.3 Where a User submits a Supply Point Objection to the Transporter:

- (a) the objecting User is required to declare its identity in the objection;
- (b) the Transporter will, within 2 Business Days after the Supply Point Objection was submitted, notify such objection, including (where declared in the objection) the identity of the objecting User, to the Proposing User;
- (c) where the objecting User did not comply with the requirement in paragraph (a):
  - (i) the Transporter will not reject the Supply Point Objection (which will accordingly be effective for the purposes of paragraph 2.8.6);
  - (ii) the Transporter will, if requested by the Proposing User, provide to the Proposing User the identity of the objecting User as soon as is reasonably practicable but (as is acknowledged by each User) does not undertake to do so before the Objection Deadline; and
- (d) the objecting User will declare in the objection the reason for its objection and if the objecting User fails to do so the Transporter may reject such Supply Point Objection which accordingly will not be effective for the purposes of paragraph 2.8.6;
- (e) and that Supply Point Objection was raised at the request (whether directly or indirectly) of the Consumer in respect of the affected Existing Supply Point, the Transporter will, where the reasons for the objection have been provided to the Transporter by the objecting User, within 2 Business Days after the Supply Point Objection was submitted, notify such reasons to the Proposing User.<sup>12</sup>

2.8.4 The Transporter:

- (a) will not be concerned with the reason for any Supply Point Objection nor with any question as to whether such an objection is well founded;

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<sup>11</sup> Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraphs 2.8.1(a), (b) & (c).

<sup>12</sup> Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.8.3(b) & (e).

- (b) shall, for the purposes of paragraph 2.8.1(b), notify the Existing Registered User of any notification received by the Transporter from the Proposing User that a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises and the Transporter will not be concerned with the reason for such notification nor with any question as to whether such notification is well founded.
- 2.8.5 A User may withdraw a Supply Point Objection up to but not after:
- (a) the 7th Business Day after the Supply Point Objection was made; or
- (b) if earlier, the Objection Deadline.
- 2.8.6 Where a Supply Point Objection is made and is not withdrawn in accordance with paragraph 2.8.5, the Supply Point Confirmation shall lapse and be of no effect, and the Transporter will so inform each Existing Registered User not later than the fifth Day before the Proposed Supply Point Registration Date.
- 2.8.7 Where no Supply Point Objection is made, or all (if any) Supply Point Objections made are withdrawn, or where the Supply Point Objection has been rejected by the Transporter in accordance with paragraph 2.8.3(d):
- (a) subject to paragraph 2.11, the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date; and
- (b) each Existing Registered User shall be deemed to have submitted a Supply Point Withdrawal in accordance with paragraph 3 in respect of the relevant Existing Supply Point.
- 2.8.8 In the case of a Supply Point Confirmation within paragraph 2.8.1, after the Objection Deadline and not later than the fifth Day before the Proposed Supply Point Registration Date:
- (a) the Transporter will notify the Proposing User whether the Supply Point Confirmation has become effective, setting out (where it has become effective, and without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register;
- (b) (where the Supply Point Confirmation has become effective) the Transporter will notify the User (which was the Existing Registered User immediately preceding the effective date of the Supply Point Confirmation) of the identity of the Proposing User (that has become the Registered User) and the identity of the supplier (that has become the supplier) in respect of the Supply Point recorded in the Supply Point Register and which is the subject of such Supply Point Confirmation.
- 2.9 Effect of Confirmation: Existing Supply Points already withdrawn**
- 2.9.1 Where at the time a User submits a Supply Point Confirmation which is not rejected by the Transporter, a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point, subject to paragraph 2.11 the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date.



2.9.2 In the case of a Supply Point Confirmation within paragraph 2.9.1, the Transporter will notify the Proposing User, as soon as reasonably practicable and not later than the fifth Day before the Proposed Supply Point Registration Date, that the Supply Point Confirmation has become effective, setting out (without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register.

### **2.10 Supply Point Confirmation: Effect of Isolation**

2.10.1 A Supply Meter Point comprised in a Proposed Supply Point for which a Supply Point Confirmation has been submitted may, at the request of the Existing Registered User, be Isolated on any Day before (but not on or after) the Proposed Supply Point Registration Date.

2.10.2 Where a Supply Meter Point comprised in a Proposed Supply Point (for which a Supply Point Confirmation has been submitted) has been Isolated the Supply Point Confirmation may (in accordance with paragraph 2.8.7(a) or 2.9.1) become effective and the Proposing User will be the Registered User of a Supply Point which includes the Isolated Supply Meter Point.

### **2.11 Effect of Confirmation: New Supply Point**

2.11.1 A Supply Point Confirmation in respect of a New Supply Point (other than one which comprises only New Supply Meter Points) shall not become effective and shall lapse (whether or not any Existing Registered User submitted or withdrew a Supply Point Objection) unless the requirement in paragraph 2.11.2 is satisfied.

2.11.2 The requirement referred to in paragraph 2.11.1 is that Supply Point Confirmations (whether submitted by the Existing Registered User or another User as Proposing User), for Proposed Supply Point Registration Date(s) the same as that for such New Supply Point, become effective for Proposed Supply Points which comprise all (if any) and only the Supply Meter Points (including any which are or are to be Isolated) which are comprised in each Existing Supply Point, other than that or those comprised in such New Supply Point.

2.11.3 the Transporter will not be concerned with the fact that, or the reason for which, any Existing Registered User may not submit a Supply Point Confirmation for the purposes of paragraph 2.11.1.

2.11.4 For the avoidance of doubt, it will be necessary for the Existing Registered User(s) to have submitted a Supply Point Nomination in sufficient time to have received a Supply Point Offer to allow any Supply Point Confirmation required under paragraph 2.11.1 to be submitted.

## **3 SUPPLY POINT WITHDRAWAL AND ISOLATION**

### **3.1 Supply Point Withdrawal**

3.1.1 In order for a User to cease to be the Registered User in respect of a Supply Point:

(a) a User must submit, or be deemed in accordance with paragraph 2.8.7(b) to submit, a request ("**Supply Point Withdrawal**") for withdrawal; and

(b) the Supply Point Withdrawal must become effective

in accordance with this paragraph 3.

3.1.2 The Registered User in respect of a Supply Point (the "**Withdrawing Supply Point**") may at any time submit to the Transporter a Supply Point Withdrawal specifying:

(a) the identity of the User (the "**Withdrawing User**"); and

- (b) the Supply Point Registration Number of, and the Supply Meter Point Reference Number of one of the Supply Meter Points (the "**Withdrawing Supply Meter Points**") comprised in, the Withdrawing Supply Point.

- 3.1.3 Where a User submits or is deemed to submit a Supply Point Withdrawal, subject to paragraph 2.10.1, the User may but is not obliged to secure Isolation of any of the Withdrawing Supply Meter Points.
- 3.1.4 The Transporter will make available to all Users details of those Withdrawing Supply Meter Points which at any time have not become comprised in a Proposed Supply Point in respect of which a Supply Point Confirmation has become effective, identifying each Supply Meter Point (if any) which is or is to be Isolated.
- 3.1.5 Where a Withdrawing Supply Meter Point is comprised in a Proposed Supply Point for which the Supply Point Confirmation becomes effective, the Transporter will so notify the Withdrawing User not later than 2 Business Days after the date on which it is known that the Supply Point Confirmation will become effective.
- 3.1.6 Where a User submits a Supply Point Withdrawal in respect of a Supply Point which comprises Shared Supply Meter Point(s) the Transporter will inform each other Sharing Registered User of the submission of such withdrawal.

## **3.2 Effect of withdrawal**

- 3.2.1 A Supply Point Withdrawal shall become effective ("**Effective Supply Point Withdrawal**") only where each of the Withdrawing Supply Meter Points:

- (a) is comprised in another Supply Point (of which the Registered User may be the Withdrawing User); and/or
- (b) has been Isolated in accordance with paragraph 3.4

and the date of the Effective Supply Point Withdrawal shall be:

- (i) in the case of paragraph (a), the Supply Point Registration Date (of such other Supply Point); and
  - (ii) in the case of paragraph (b), the later of the date of such Isolation and the date of the Supply Point Withdrawal, or in the case of (a) and (b) the latest of any such date.
- 3.2.2 For so long as a Supply Point Withdrawal has not become effective in accordance with paragraph 3.2.1, the Withdrawing User shall remain liable for Supply Point Transportation Charges in respect of the Withdrawing Supply Point determined on the basis of the Supply Point Capacity and LDZ Capacity held immediately before the submission of the Supply Point Withdrawal (or in the case of an NDM Supply Point Component such capacities as revised with effect from 1 October in any Gas Year in accordance with Section H4 by reference to the new Annual Quantities and End User Categories) and for the purposes of Aggregate NDM Reconciliation the Annual Quantity of the Withdrawing Supply Point will continue to be included for the purposes of Section E7.2.2.
  - 3.2.3 When a Supply Point Withdrawal has become effective in accordance with paragraph 3.2.1, the User shall cease to be the Registered User and the Supply Point (and the Supply Point Registration) shall be cancelled.

3.2.4 A Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point(s) shall be effective on the 15th Business Day after submission thereof, irrespective of whether any Shared Supply Meter Point has been Isolated, except where all of the Sharing Registered Users submit Supply Point Withdrawals on the same Day, in which case such withdrawals shall become effective only in accordance with paragraph 3.2.1.

### 3.3 Withdrawal: Closing Meter Read

3.3.1 Where a Supply Point Withdrawal becomes effective (under paragraph 3.2.1) in respect of an NDM Supply Meter Point and the Proposing User provides an Opening Meter Reading in accordance with Section M3.8, the Transporter will, within 5 Business Days after such Meter Reading was provided to it, notify such Meter Reading to the Withdrawing User and inform the Withdrawing User whether it passed the validation referred to in Section M3.3.8.

3.3.2 In accordance with Section M3.8.2 an Opening Meter Reading for an NDM Supply Meter Point obtained within a period of 5 Business Days commencing on the Day 2 Business Days before the Supply Point Registration Date will be deemed for all purposes of the Code to have been obtained on the Supply Point Registration Date (and the Reconciliation Values determined accordingly).

### 3.4 Isolation: General

3.4.1 For the purposes of the Code and subject to paragraph 3.8:

- (a) **"Isolation"** of a Supply Meter Point shall mean the amendment of the Supply Point Register in accordance with paragraph 3.5.4 for the purposes of securing that gas cannot be offtaken from the Total System at such point and "Isolate" shall be construed accordingly;
- (b) **"Re-establish"** shall mean the re-setting by the Transporter of the previously recorded Isolation status of a Supply Meter Point to indicate that gas can be offtaken from the Total System at such Point and "Re-established" and "Re-establishment" shall each be construed accordingly; and
- (c) **"T/PR/GT4"** is the document relating to the cessation of the flow of gas entitled Transporters Sealing of Equipment to Protect against Theft of Gas and Tampering, as published by the Transporters from time to time.

3.4.2 For the avoidance of doubt and subject to paragraph 3.4.3, where a Supply Meter Point has been Isolated (and unless and until an Effective Supply Point Withdrawal) the Registered User of the Supply Point in which it is comprised shall continue to be responsible for gas offtaken from the Total System at the Supply Meter Point.

3.4.3 In the case of a NDM Supply Meter Point which has been Isolated (and unless and until it is Re-established in accordance with paragraph 3.7) NDM Supply Meter Point Demand will cease to be determined in respect of that NDM Supply Meter Point in accordance with Section H2.

### 3.5 Isolation request

3.5.1 A Registered Supply Meter Point may be Isolated subject to and in accordance with this paragraph 3.5.

3.5.2 For the purposes of paragraph 3.5.1 the User shall:

- (a) provide to the Transporter a notification complying with the following:

- (i) specify the identity of the User;
  - (ii) specify the relevant Supply Point Registration Number, and the Supply Meter Point Reference Number of the Supply Meter Point;
  - (iii) specify the date on which gas ceased to flow;
  - (iv) contain a Valid Meter Reading obtained on the date set out in sub-paragraph (iii) above;
  - (v) specify whether the Supply Meter Installation remains connected at the Supply Meter Point;
- (b) have complied with paragraph 3.5.5.
- 3.5.3 Subject to paragraph 3.5.4, within one Day of receipt of a notice complying with paragraph 3.5.2 the Transporter will amend the Supply Point Register to set the status of the Supply Meter Point to **"Isolated"**.
- 3.5.4 Where the Supply Meter Point is a Shared Supply Meter Point the Transporter will not amend the Supply Point Register pursuant to paragraph 3.5.3 unless all Sharing Registered Users warrant that gas flow at all Supply Meter Points has ceased.
- 3.5.5 Where a User provides a notification in accordance with paragraph 3.5.2 such User shall have taken all reasonable steps to ensure that all work to cease the flow of gas has been carried out by suitably competent personnel using that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable law, recognised industry standards and T/PR/GT4, engaged in the same type of undertaking and the Transporter will be entitled to assume that the User has complied with such obligation.
- 3.5.6 The Transporter will not amend the Supply Point Register pursuant to paragraph 3.5.3 in the event that:
- (a) the notification submitted pursuant to paragraph 3.5.2 does not comply with the requirements set out in such paragraph; or
  - (b) the User submitting the notification is not the Registered User for the relevant Supply Meter Point on the Day that the notice is received by the Transporter.
- 3.5.7 A Supply Meter Point will be treated as Isolated for the purposes of the Code (until and unless Re-established in accordance with paragraph 3.7) with effect from the Day on which the Supply Point Register was amended pursuant to paragraph 3.5.3.

### **3.6 Urgent Cessation of Flow of Gas**

- 3.6.1 Nothing in the Code shall prevent the Transporter from ceasing the flow of gas at any Supply Meter Point where it appears to the Transporter that it is necessary to do so for the purposes of ensuring safety; and, for the avoidance of doubt, where it does so the Transporter shall not be in breach of its obligation to make gas available for offtake.
- 3.6.2 Where pursuant to paragraph 3.6.1 the Transporter undertakes work to cease the flow of gas at a Supply Meter Point other than at the request of the Registered User:
- (a) the Transporter will inform the Registered User as soon as reasonably practicable after undertaking work to cease the flow of gas;

- (b) nothing in the Code shall make the Registered User liable to make any payment to the Transporter in respect of the undertaking work to cease the flow of gas.

### 3.7 Re-establishment

- 3.7.1 Where a Supply Meter Point has been Isolated in accordance with paragraph 3.5.4 and the Transporter becomes aware that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point then the Transporter shall notify the Registered User of such fact.
- 3.7.2 Where a Supply Meter Point has been Isolated and the Registered User becomes aware (whether pursuant to paragraph 3.7.1 or otherwise) that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point it shall forthwith notify the Transporter of such fact and the Transporter shall Re-establish such Supply Meter Point.
- 3.7.3 For the avoidance of doubt, in the case of an NDM Supply Meter Point which has been Re-established, NDM Supply Meter Point Demand will be determined in respect of that NDM Supply Meter Point in accordance with Section H2 from the date of such Re-establishment.
- 3.7.4 Where a Supply Meter Point has been Isolated and is Re-established, and an Effective Supply Point Withdrawal has not occurred and the Supply Meter continues to remain physically connected to a System during the period from the date of Isolation to the date of Re-establishment then where gas was or is being offtaken from the Total System during such period, each Registered User in respect of the period for which it is or was the Registered User shall be liable for all charges (including without limitation Transportation Charges) associated with such Supply Meter Point as if it had not been so Isolated.
- 3.7.5 Without prejudice to the generality of paragraph 3.7.4 where a Supply Meter Point has been Isolated and an Effective Supply Point Withdrawal has occurred and the Supply Meter continues to remain physically connected to a System then:
- (a) where gas was or is being offtaken at such Supply Meter Point during such period the Relevant Registered User at the time of Isolation shall be liable for all charges (including without limitation Transportation Charges) associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred;
- (b) where gas has not been offtaken (but is capable of being offtaken without further action being taken) at such Supply Meter Point during such period then the Relevant Registered User shall be liable for Capacity Charges and Customer Charges associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred.
- 3.7.6 "**Relevant Registered User**" is the Registered User for the period commencing on the date of Isolation and ending on the next Supply Point Registration Date.
- 3.7.7 Charges payable in accordance with paragraph 3.7.5 shall cease to accrue on the date when a notice has been received by the Transporter that suitable works have been undertaken to ensure that the Supply Meter Point is no longer capable of offtaking gas (without further action being taken) or until Re-establishment, provided that the Transporter will be entitled to levy such charges where the Transporter discovers that suitable works have not been undertaken.

### 3.8 Disablement of Supply

- 3.8.1 In the event that a Supply Meter Point is Isolated and:

- (a) the Supply Meter Installation remains physically connected to a System, the User who is the Registered User at the time of such Isolation shall ensure that upon Effective Supply Point Withdrawal such Supply Meter Installation is physically disconnected from the System within 12 months from the date of such Effective Supply Point Withdrawal; and
- (b) in the event that the Supply Meter Installation is not physically disconnected within the period specified in sub-paragraph (a) above the Transporter will (where no supply of gas is required at the Supply Meter Point) take such actions to disable the flow of gas and the User who was the Registered User at the time of Effective Supply Point Withdrawal shall pay the Transporter's costs (as contained in the Transporter's Transportation Statement) in respect thereof.

## 4 Compensation Rules

### 4.1 Responding to Supply Point Nominations

4.1.1 For the purposes of this paragraph 4.1:

- (a) the Transporter "**responds**" to a Supply Point Nomination by rejecting such nomination (in accordance with paragraph 2.3.6) or submitting a Supply Point Offer (in accordance with paragraph 2.4.1) or submitting a referral notice (in accordance with paragraph 2.3.8); and the Transporter "**further**" responds to a referred Supply Point Nomination by submitting a Supply Point Offer (in accordance with paragraph 2.4.1);
- (b) periods within which the Transporter is to respond to a Supply Point Nomination run from the Business Day after the Supply Point Nomination was submitted; and
- (c) a Supply Point Nomination is "**referred**" where paragraph 2.3.8 applies in relation thereto.

4.1.2 The Transporters will respond within 12 Business Days to not less than 97% of the referred Supply Point Nominations submitted by each User in any calendar month.

4.1.3 If, in respect of the referred Supply Point Nominations submitted by a User in any calendar month, the Transporters do not comply with the requirement in paragraph 4.1.2, the Transporters will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$((0.97 * A) - B - C) * £30$$

where for the relevant month:

- A is the number of referred Supply Point Nominations submitted by the User in that month;
- B is the number of referred Supply Point Nominations submitted by the User in that month to which the Transporters did respond within 12 Business Days; and
- C is the number of referred Supply Point Nominations where:
  - (a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and

- (b) the Transporter was unable to perform such site visit within 12 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 10th Business Day).

4.1.4 The Transporter will (subject to the further provisions of this paragraph 4) pay to the User £50 in respect of each referred Supply Point Nomination submitted by a User, if the Transporter does not respond within 17 Business Days provided that the Transporter will not be liable to pay such amounts where:

- (a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and
- (b) the Transporter was unable to perform such site visit within 17 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 15th Business Day).

4.1.5 Amounts payable under paragraph 4.1.4 are in addition to and irrespective of any amounts which may become payable in respect of any month under paragraph 4.1.3.

4.1.6 For the purposes of Section V10 the rules in paragraphs 4.1.3 and 4.1.4, are Compensation Rules within Compensation Group G; and in relation thereto the 'payment month' is the second month following that in which the relevant Supply Point Nomination was submitted.

## **4.2 Rejected Supply Point Confirmations**

4.2.1 Where:

- (a) a Supply Point Offer submitted by the Transporter does not comply with the applicable requirements of Section G2.4 and the UK Link Manual;
- (b) the Proposing User submitted a Supply Point Confirmation (on the basis of such Supply Point Offer) in accordance with the requirements of this Section G; and
- (c) as a result of the Supply Point Offer's non-compliance (referred to in paragraph (a)) such Supply Point Confirmation was rejected

then paragraph 4.2.2 shall apply.

4.2.2 Where this paragraph 4.2.2 applies, the Transporter will (subject to the further provisions of the Code) pay to the Proposing User an amount of £50 for each Supply Point Confirmation rejected as described in paragraph 4.2.1(c).

4.2.3 For the purposes of Section V10, the rule in paragraph 4.2.2 is a Compensation Rule within Compensation Group E, and in relation thereto and subject to paragraph 4.2.4 the 'payment month' is the second month following that in which the Supply Point Confirmation was submitted.

4.2.4 The Transporter will not and is not required to monitor its performance in relation to the Compensation Rules under this paragraph 4.2, and will not be required to make any payment under this paragraph 4.2 unless the User in question notifies to the Transporter the circumstances in which such payment is due not later than the expiry of the second month following that in which the Supply Point Confirmation was submitted, in which case the payment month becomes the second month after the month of such notification.

### 4.3 Site visits

4.3.1 The Transporter shall be taken to have completed a Site Visit Appointment where the Transporter attends at the Supply Point Premises on a date which complies with paragraph 1.18; and

- (a) the Transporter investigates the relevant matter (as described in paragraph 1.18); or
- (b) the User did not attend if required to do so in accordance with paragraph 1.18.3; or
- (c) the Transporter was unable (after reasonable attempts to do so at the time of its visit) to obtain access to the Supply Point Premises.

4.3.2 If the Transporter does not complete all Site Visit Appointments in a calendar month, the Transporter will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$(A) - B) * £20$$

where for the relevant month:

A is the number of Site Visit Appointments due to be carried out in that month;

B is the number of Site Visit Appointments completed in accordance with paragraph 4.3.1.

4.3.3 For the purposes of Section V10, the rule in paragraph 4.3.2 is a Compensation Rule within Compensation Group H; and in relation thereto the 'payment month' is the second month following that in which the relevant Site Visit Appointment was due to be carried out.

### 4.4 Conventional Notices

This paragraph 4 shall not apply in respect of a User who has elected under paragraph 1.13.1 to give Code Communications as Conventional Notices.

## 5 DM SUPPLY POINT CAPACITY AND OFFTAKE RATE

### 5.1 Introduction

5.1.1 Except for paragraph 5.6, this paragraph 5 applies only in respect of DM Supply Point Components comprised in an LDZ Supply Point and nothing in this paragraph 5 shall apply in respect of an NTS Supply Point Component.

5.1.2 The Supply Point Capacity which a User is registered as holding at a DM Supply Point Component shall be subject to minimum and maximum requirements in accordance with this paragraph 5.

5.1.3 Subject to the provisions of this paragraph 5, the Registered User of a DM Supply Point Component may apply to reduce or increase its Registered DM Supply Point Capacity by making a Capacity Revision Application.

5.1.4 An application ("**Capacity Revision Application**") to revise (by increasing or decreasing) Registered DM Supply Point Capacity shall specify:

- (a) the Supply Point Registration Number;



- (b) the Supply Meter Point Reference Number of the DM Supply Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in the Supply Point Component;
  - (c) the revised Supply Point Capacity and (in accordance with paragraph 5.3.2) Supply Point Offtake Rate;
  - (d) the date in accordance with paragraph 5.1.5 with effect from which the revision is to take effect;
  - (e) the proposed Annual Quantity for the DM Supply Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in such Supply Point Component;
  - (f) whether a Compressor or Booster will be installed in respect of such Supply Point Component; and
  - (g) the identity of the relevant Registered User making the Capacity Revision Application and the telephone number and email address of its contact representative.
- 5.1.5 The date under paragraph 5.1.4(d) shall be:
- (a) except in paragraph (b), 5 Business Days; or
  - (b) where it will (in accordance with paragraph 5.5) be necessary for the Transporter to assess the feasibility of making gas available for offtake, 21 Business Days,
- after the date upon which the application is submitted.
- 5.1.6 A User may withdraw a Capacity Revision Application by notice to the Transporter not less than 2 Business Days before the date specified pursuant to paragraph 5.1.4(d).
- 5.1.7 The Transporter may reject a Capacity Revision Application or an application (in accordance with paragraph 5.3.2) for a revised Supply Point Offtake Rate:
- (a) in the case of a Capacity Revision Application, where the requirements of paragraph 5.1.4 are not complied with, or (in the case of an application for an increase in Supply Point Capacity) in accordance with Section V3; and
  - (b) where any other requirement of this paragraph 5 is not complied with, or in accordance with any provision of this paragraph 5 which provides for such rejection.
- 5.1.8 Subject to paragraph 5.1.7, the Transporter will approve a Capacity Revision Application or (pursuant to paragraph 5.3.2) an application for a revised Supply Point Offtake Rate, and will inform the Registered User where such application is approved.
- 5.1.9 For the purposes of assessing the feasibility of making gas available for offtake, the Transporter may request the Registered User to provide any of the following information:
- (a) the amount, resulting from such increase, of any reduction in the Supply Point Capacity relating to any other DM Supply Meter Point(s) comprised in the DM Supply Point Component and the MPRN Number of such affected DM Supply Meter Point(s);
  - (b) the proposed Annual Load Profile and Daily Load Profile;
  - (c) the date from which the load profile is required;

and following such request the Registered User shall promptly provide the same to the Transporter.

- 5.1.10 Where it is necessary for the Transporter to assess the feasibility of making gas available for offtake in accordance with paragraph 5.1.5(b), the Transporter will provide a response in accordance with paragraph 5.1.7 or 5.1.8 no later than the 18th Business Day following the date of receipt of the Capacity Revision Application.
- 5.1.11 Where requested by the Transporter, for the purpose of enabling the Transporter to assess the Capacity Revision Application, the Registered User will promptly procure permission for the Transporter to visit the premises at which the DM Supply Meter Point is situated and access thereto.
- 5.1.12 Requests for information by the Transporter in accordance with paragraph 5.1.9 and provision of information by the Registered User in accordance with paragraph 5.1.4(e), (f) and (g) and paragraph 5.1.9(a), (b) and (c) shall be communicated by facsimile or email.
- 5.1.13 For the purposes of paragraph 5.1:
- (a) **“Annual Load Profile”** is the quantity (in MWh) of gas which it is anticipated will be offtaken at the DM Supply Point Component for each month of the Gas Year so as to show the within year variation of demand on a monthly basis.
  - (b) **“Booster”** is a device (typically a centrifugal fan arrangement), located downstream of the outlet of the customer control valve, used to raise the pressure of gas by up to 200 mbar across the device.
  - (c) **“Compressor”** is a device (typically a reciprocating or screw type arrangement), located downstream of the outlet of the customer control valve on the service pipe, used to raise the pressure of gas by up to 40 mbar across the device.
  - (d) **“Daily Load Profile”** is the rate (in kWh/hour) at which it is anticipated that gas will be offtaken at the DM Supply Point Component for each hour within the Day so as to show the within day variation of demand on an hourly basis.
  - (e) **“relevant DM Supply Meter Point”** is:
    - (i) in the case of an application to increase capacity, the DM Supply Meter Point through which gas will be offtaken in respect of such increase,
    - (ii) where a decrease only is required (other than as a result of an increase at another DM Supply Meter Point comprised in the DM Supply Point Component) the DM Supply Meter Point through which gas will be offtaken in respect of such decrease.

## 5.2 Minimum capacity requirements

- 5.2.1 Subject to paragraph 5.2.10 a Registered User's Supply Point Capacity at a DM Supply Point Component:
- (a) shall not at any time be less than the Bottom-Stop Supply Point Capacity; and
  - (b) except within the Capacity Reduction Period or in accordance with paragraph 2.7.4(b), shall not upon the Supply Point Registration Date be less than, or thereafter be reduced below, the Prevailing Supply Point Capacity.

- 5.2.2 For the purposes of the Code "**Capacity Reduction Period**" means the months of October, November, December and January in any Gas Year.
- 5.2.3 Subject to paragraph 5.2.4, at any time in the Gas Year:
- (a) subject to paragraph (d), the "**Bottom-Stop**" Supply Point Capacity in respect of a DM Supply Point Component is:
    - (i) the amount (the "**Preceding Year Maximum Capacity**") which is the highest User SPDQ for any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but not exceeding the Maximum Supply Point Capacity; or
    - (ii) if higher, where there has been a Supply Point Ratchet (in accordance with Section B4.7) in the Gas Year, the amount of the Prevailing Supply Point Capacity (subject to and in accordance with paragraph 5.5.5) following such (or if more than one, the most recent) Supply Point Ratchet;
  - (b) any New Supply Meter Point, and any Supply Meter Point which has become a DM Supply Meter Point, shall be disregarded in determining the Preceding Year Maximum Capacity of a DM Supply Point Component until the Gas Year which commences next after the first month of June which falls after the First Supply Point Registration Date or (as the case may be) the date on which the Supply Meter Point became DM;
  - (c) subject to paragraphs 5.2.5 and 5.2.6, the "**Prevailing**" Supply Point Capacity in respect of the DM Supply Point Component of a Supply Point is the Supply Point Capacity for the time being held by the Registered User; and
  - (d) in the case of a DM Supply Point Component which comprises Shared Supply Meter Point(s):
    - (i) the "**Aggregate Bottom-Stop Capacity**" shall be the amount determined (irrespective of whether there were, or which Users were, Sharing Registered Users at any relevant time) as the aggregate of the Bottom-Stop Supply Point Capacities in accordance with paragraphs (a)(i) and (ii) for all DM Supply Point Component(s) which comprised such Supply Meter Point(s);
    - (ii) for the purposes of paragraph (a)(i) the Day by reference to which the Preceding Year Maximum Capacities are determined shall be the Day of the highest aggregate User SPDQs in respect of all relevant DM Supply Point Component(s);
    - (iii) the Sharing Registered Users jointly, or a User Agent on their behalf, may from time to time notify to the Transporter the amounts, and changes in the amounts, which are to be the Bottom-Stop Supply Point Capacities in respect of their respective DM Supply Point Components, provided that in aggregate such amounts are equal to the Aggregate Bottom-Stop Capacity; and
    - (iv) upon any change in the Users who are Sharing Registered Users, unless Bottom-Stop Supply Point Capacities are notified to the Transporter in accordance with paragraph (iii) not later than such change, the Bottom-Stop Supply Point Capacity in respect of each DM Supply Point Component shall be the Aggregate Bottom-Stop Capacity divided by the number of Firm DM Supply Point Components.

- 5.2.4 In respect of the DM Supply Point Component of a Proposed Supply Point which is a New Supply Point:
- (a) the Preceding Year Maximum Capacity shall be determined as the highest relevant daily quantity (in accordance with paragraph 5.2.5(a)) in respect of any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but shall not exceed the Maximum Supply Point Capacity; and
  - (b) the Prevailing Supply Point Capacity shall be determined as the sum of the scaled relevant daily quantities (in accordance with paragraph 5.2.5(b)) for each DM Supply Meter Point comprised in the Proposed Supply Point.
- 5.2.5 For the purposes of paragraph 5.2.4:
- (a) the relevant daily quantity in respect of a Day is the sum of the Supply Meter Point Daily Quantities (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for each DM Supply Meter Point comprised in the Proposed Supply Point in respect of that Day;
  - (b) the scaled relevant daily quantity in respect of a DM Supply Meter Point comprised in an Existing Supply Point is the selected daily quantity (under paragraph (c)), multiplied by the Prevailing Supply Point Capacity, divided by the Preceding Year Maximum Capacity, in respect of the Existing Supply Point;
  - (c) for the purposes of paragraph (b), the selected daily quantity is the Supply Meter Point Daily Quantity (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for the Supply Meter Point in respect of the Day by reference to which the Preceding Year Maximum Capacity was determined under paragraph 5.2.4(a);
  - (d) a New Supply Meter Point comprised in the Proposed Supply Point shall be disregarded; and
  - (e) for the purposes of paragraphs (a) and (c), the relevant proportion is such proportion as the Sharing Registered Users jointly or a User Agent on their behalf may notify to the Transporter before the Proposed Supply Point Registration Date, provided that such proportions aggregate unity, failing which such proportion shall be one divided by the number of DM Supply Point Components which comprise the Shared Supply Meter Point.
- 5.2.6 At any time at which a Supply Point Offer is outstanding in respect of a Proposed Supply Point which includes a DM Supply Point Component:
- (a) the Proposing User may before submitting a Supply Point Confirmation notify the Transporter that the User considers that the circumstances in paragraph 5.2.7 apply;
  - (b) where a User so notifies the Transporter:
    - (i) the User shall at the same time provide to the Transporter details of the User's reasons for its view and of the Supply Point Capacity which the User considers should be the Prevailing Supply Point Capacity, and evidence therefor;
    - (ii) the Transporter will consider the details and evidence provided by the User, and where it is reasonably satisfied that the circumstances in paragraph 5.2.7 do apply, will (after consultation with the User) notify the User of a reduced Supply Point Capacity; and

- (iii) if the User submits a further Nomination (for the purpose of this paragraph 5.2.6) in respect of the Proposed Supply Point, the reduced Supply Point Capacity under paragraph (ii) will be the Prevailing Supply Point Capacity for the purposes of the application of paragraph 2.7.3 in respect of any Supply Point Confirmation submitted by the User; and
- (c) where in the meantime the User has submitted a Supply Point Confirmation which has become effective, the User may by submitting a Supply Point Reconfirmation revise (consistently with such reduced Prevailing Supply Point Capacity) the Supply Point Capacity which it holds at the DM Supply Point Component, and (where the User does so) any Transportation Charges already invoiced and/or paid will be redetermined (but subject to paragraph 5.2.9) on the basis that the revised Supply Point Capacity was held with effect from the Supply Point Registration Date and appropriate invoicing adjustments made in accordance with Section S.

5.2.7 The circumstances referred to in paragraph 5.2.6 are that:

- (a) in applying for, or for an increase in, Supply Point Capacity, or in failing (in the Capacity Reduction Period) to apply for a reduction in Supply Point Capacity, an Existing Registered User acted either:
  - (i) in bad faith, in anticipation of or in consequence of the Proposing User's (or any other User's) Proposed Supply Point Registration; or
  - (ii) in good faith but in a manner which cannot reasonably be considered to have been commercially prudent for the Existing Registered User in the circumstances applicable to the Existing Registered User at the time; and
- (b) as a result, the Prevailing Supply Point Capacity is substantially higher than necessary.

5.2.8 For the purposes of paragraph 5.2.7:

- (a) the circumstances therein described do not include a change, since the application by the Existing Registered User for Supply Point Capacity or (as the case may be) an increase therein or the Capacity Reduction Period, in the nature or extent of the consumer's requirements for the supply of gas;
- (b) where the consumer's consumption of gas is weather-dependent, it shall not be considered commercially imprudent for the Existing Registered User to have held Supply Point Capacity equal to 1-in-20 peak day demand.

5.2.9 For the purposes of paragraph 5.2.6(c), no adjustment will be made in respect of any change in the Applicable Commodity Rate (where a function of Supply Point Capacity) in relation to any relevant Transportation Charge already invoiced or paid.

5.2.10 Where:

- (a) one of the Sharing Registered Users of a Supply Meter Point applies to increase its Registered Supply Point Capacity at a DM Supply Point Component which includes such Supply Meter Point; and
- (b) another of such Sharing Registered Users applies to reduce its Registered Supply Point Capacity at such a DM Supply Point Component with effect from the same date as, and by an amount which does not exceed the amount of, the increase applied for under paragraph (a)

then paragraph 5.2.1 shall not apply in respect of the application under paragraph (b).

### 5.3 Supply Point Offtake Rate

- 5.3.1 The "**Supply Point Offtake Rate**" in respect of a DM Supply Point Component is the maximum instantaneous rate (in kWh/hour) at which a User is permitted to offtake gas from the Total System at that Supply Point Component.
- 5.3.2 A User shall apply for a Supply Point Offtake Rate or revised Supply Point Offtake Rate:
- (a) when submitting a Supply Point Nomination (as a Proposing User) in respect of a Proposed Supply Point which includes a DM Supply Point Component;
  - (b) when submitting a Capacity Revision Application (whether to increase or in the Capacity Reduction Period to reduce its Supply Point Capacity) in respect of a Registered DM Supply Point Component; and
  - (c) whenever the User becomes aware that the maximum offtake rate at a Registered DM Supply Point Component may be or has been subject to any increase or decrease;
- 5.3.3 Wherever a User applies for a Supply Point Offtake Rate or a revised Supply Point Offtake Rate:
- (a) the User shall estimate the maximum offtake rate, in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care; and
  - (b) the Supply Point Offtake Rate for which the User applies shall be not less than, nor substantially more than, such estimate.
- 5.3.4 A User shall take all reasonable steps to secure that it becomes aware of any increase or decrease (whether by reason of a change in the size or nature of, or the nature of the use of, the Consumer's Plant or otherwise) in the maximum offtake rate before and (in any event) as soon as reasonably practicable after such increase or decrease occurs (without prejudice to paragraph 5.5.4(c) or Section J3.8).
- 5.3.5 The Supply Point Offtake Rate prevailing at any time in respect of any DM Supply Point Component will be the Supply Point Offtake Rate specified in the Supply Point Offer, subject to any increase or decrease in such Supply Point Offtake Rate which has (at such time) been approved pursuant to paragraph 5.5.4.
- 5.3.6 In this paragraph 5.3, the "**maximum offtake rate**" is the maximum instantaneous rate (in kWh/hour) at which gas is or is likely to be offtaken from the Total System at a Registered DM Supply Point Component.
- 5.3.7 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), the maximum offtake rate is to be determined as at the time of the expected greatest instantaneous rate of offtake in aggregate at all of the DM Supply Point Components which comprise such Shared Supply Meter Point(s).

### 5.4 Absolute requirement

- 5.4.1 A User's Supply Point Capacity in respect of a DM Supply Point Component shall not be greater than 24 times, or less than 4 times, the Supply Point Offtake Rate; provided that in the case of an NTS Supply Point Component the User's Supply Point Capacity shall be equal to 24 times the Supply Point Offtake Rate.

- 5.4.2 The Transporter will reject any Supply Point Nomination in respect of a Proposed Supply Point which includes a DM Supply Point Component where the Nominated Supply Point Capacity and Supply Point Offtake Rate are not in compliance with paragraph 5.4.1.
- 5.4.3 the Transporter will reject any Capacity Revision Application by the Registered User of a DM Supply Point Component where the Supply Point Offtake Rate (prevailing or applied for under paragraph 5.3.2(b)) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1.
- 5.4.4 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), the requirements in paragraph 5.4.1 shall apply by reference to the aggregate Supply Point Capacity held and the aggregate of the Supply Point Offtake Rates in respect of all the DM Supply Point Components which comprise such Shared Supply Meter Point(s).

## 5.5 Other requirements

- 5.5.1 For the purposes of this Section G, in respect of a DM Supply Point Component:
- (a) the "**Maximum Supply Point Capacity**" is the quantity which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum quantity which it is feasible to make available for offtake in a 24 hour period at the DM Supply Point Component; and
  - (b) the "**Maximum Supply Point Offtake Rate**" is the instantaneous rate of offtake (in kWh/hour) which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point Component
- in each case consistently with the requirements of paragraph 5.4.
- 5.5.2 The "**Provisional Maximum Supply Point Capacity**" in respect of the DM Supply Point Component of a Supply Point (other than a Proposed Supply Point which is a New Supply Point and other than an NTS Supply Point) is whichever is the lesser of:
- (a) 2 times the Prevailing Supply Point Capacity; and
  - (b) 16 times the Supply Point Offtake Rate or (in the case of a Proposed Supply Point) Nominated Supply Point Offtake Rate.
- 5.5.3 Where a Proposing User submits a Supply Point Nomination (i) for a Current Supply Point, in which the Nominated Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Nominated Supply Point Offtake Rate exceeds the Supply Point Offtake Rate for the Existing Supply Point, or (ii) for a New Supply Point:
- (a) a Supply Point Offer will not be made until the Transporter has assessed whether it is feasible to make available gas for offtake at the Nominated Supply Point Offtake Rate or (in a 24 hour period) in the amount of the Nominated Supply Point Capacity;
  - (b) where the Transporter determines that the Nominated Supply Point Capacity exceeds the Maximum Supply Point Capacity, the Supply Point Capacity specified in the Supply Point Offer will be the Maximum Supply Point Capacity; and
  - (c) where the Transporter determines that the Nominated Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the Supply Point Offtake Rate specified in the Supply Point Offer will be the Maximum Supply Point Offtake Rate.

- 5.5.4 Where the Registered User of a DM Supply Point Component (i) submits a Capacity Revision Application (for an increase) in which the increased Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Supply Point Offtake Rate (applied for under paragraph 5.3.2(b)) exceeds the prevailing Supply Point Offtake Rate, or (ii) applies for an increased Supply Point Offtake Rate pursuant to paragraph 5.3.2(c):
- (a) the application will not be approved until the Transporter has assessed whether it is feasible to make available gas for offtake at the proposed Supply Point Offtake Rate or (in a 24 hour period) in the amount of the proposed Supply Point Capacity;
  - (b) where the Transporter determines that the increased Supply Point Capacity applied for exceeds the Maximum Supply Point Capacity, the application will be approved (if otherwise approved under this paragraph 5) for the Maximum Supply Point Capacity;
  - (c) where the Transporter determines that the proposed Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the application will be approved (if otherwise approved under this paragraph 5, where relevant) for the Maximum Supply Point Offtake Rate.
- 5.5.5 Where, following the occurrence of a Supply Point Ratchet in relation to a DM Supply Point Component, the sum of the Capacity Ratchet Amount and the User's Registered Supply Point Capacity would exceed the Provisional Maximum Supply Point Capacity:
- (a) with effect from the following Day, and until the Transporter has assessed whether it is feasible to make available gas for offtake (in a 24 hour period) in the amount of such sum, the Ratcheted Supply Point Capacity shall be equal to the Provisional Maximum Supply Point Capacity;
  - (b) with effect from the time at which the Transporter has assessed such feasibility, the Ratcheted Supply Point Capacity shall be equal to the lesser of:
    - (i) the Maximum Supply Point Capacity; and
    - (ii) the sum of the User's Registered Supply Point Capacity (immediately before the Supply Point Ratchet) and the Capacity Ratchet Amount; and
  - (c) the Transporter will inform the Registered User of the Ratcheted Supply Point Capacity determined under paragraph (b) as soon as reasonably practicable after assessing such feasibility.
- 5.5.6 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), this paragraph 5.5 and paragraph 6.5.3 shall apply by reference to the aggregate of the Supply Point Capacities and Supply Point Offtake Rates, and the rates and quantities at and in which it is feasible to make gas available for offtake in aggregate, at or in respect of all the DM Supply Point Components which comprise such Shared Supply Meter Point(s); and accordingly any determination pursuant to this paragraph 5.5 or paragraph 6.5.3 will be made by reference to the expected increment in the aggregate offtake of gas from the Total System at the relevant Shared Supply Meter Point(s).

## **5.6 Maximum NDM offtake rate**

5.6.1 This paragraph 5.6 applies in respect of NDM Supply Point Components.

5.6.2 Where the Registered User becomes aware that (as a result in any change in the extent or nature of the consumer's requirements for consumption of gas) there will be or there has been a



threshold rate increase in respect of an NDM Supply Point Component whose Annual Quantity exceeds 732,000 kWh (25,000 therms) paragraph 5.6.5 shall apply.

- 5.6.3 For the purposes of this paragraph 5.6, a "**threshold rate increase**" is an increase in the maximum rate at which gas is from time to time offtaken from the Total System at the NDM Supply Point Component of more than:
- (a) where the Annual Quantity does not exceed 2,196,000 kWh (75,000 therms), 100 kW;
  - (b) where the Annual Quantity exceeds 2,196,000 kWh (75,000 therms), 300 kW.
- 5.6.4 The Registered User shall take all reasonable steps to secure that it is made aware of any threshold rate increase before such increase occurs.
- 5.6.5 In the circumstances in paragraph 5.6.2, the Registered User shall:
- (a) notify the Transporter not less than 21 Business Days before the first time at which the threshold rate increase will occur, or if later as soon as possible after becoming aware of such increase, providing reasonable details of the amount of or reason for the increase;
  - (b) take reasonable steps to secure that no threshold rate increase, or no further offtake at the rate of the threshold rate increase, occurs until such time as the Transporter has either:
    - (i) provided to the User the notice referred to in paragraph (c); or
    - (ii) notified the User that it is feasible to make gas available for offtake at the Supply Point Component at the increased rate notified under paragraph (a); and
  - (c) where the Transporter notifies to the User a rate which the Transporter determines as being the maximum instantaneous rate at which it is feasible to make gas available for offtake at the Supply Point Component, secure that the rate of offtake of gas does not exceed such rate.
- 5.6.6 The Transporter will not be obliged under any provision of the Code to make gas available for offtake at an NDM Supply Point Component at any rate in excess of a rate in respect of which the requirements of this paragraph 5.6 have been complied with.

## **5.7 Supply Point Offtake Rate Review Process**

- 5.7.1 In accordance with this paragraph 5.7, Transporters and Users undertake, in relation to DM Supply Point Components, to annually review the Supply Point Offtake Rate at a DM Supply Point (the "**SPOR Review Process**").
- 5.7.2 The relevant Transporter, in respect of a DM Supply Point Component comprised in a LDZ Supply Point, shall provide to the Registered User of the DM Supply Point Component, prior to the last Business Day in April of each Gas Year, an annual report, detailing the information specified in paragraph 5.7.3 (the "**Transporter SPOR Report**").
- 5.7.3 The Transporter SPOR Report shall be compiled in April of each Gas Year and shall specify (where the data is available and where the Transporter considers appropriate) for each DM Supply Point Component:

- (a) the existing Supply Point Offtake Rate for the time being held by the Registered User (the “**Existing Supply Point Offtake Rate**”);
  - (b) the single highest hourly offtake rate (in kWh/hour) recorded at the DM Supply Point during a period covering the months from October to March (inclusive) during the current Gas Year;
  - (c) the Meter Point Reference Number;
  - (d) the Supply Point Reference Number;
  - (e) the address details; and
  - (f) any further information relating to the DM Supply Point Component that the Transporter considers would assist the Registered User during the SPOR Review Process.
- 5.7.4 On receipt of the Transporter SPOR Report, the Registered User will enter into discussions with the relevant consumer or consumer’s representative at each DM Supply Point and will endeavour to discuss the information detailed within the Transporter SPOR with a view to propose an appropriate Supply Offtake Rate (“**Proposed Supply Offtake Rate**”) which is reflective of consumer requirements at the DM Supply Point.
- 5.7.5 For each DM Supply Point Component specified on the Transporter SPOR Report the Registered User shall provide to the relevant Transporter, prior to the last Business Day in July of each Gas Year, a report specifying:
- (a) the Proposed Supply Point Offtake Rate; and
  - (b) where the Proposed revised Supply Point Offtake Rate is:
    - (i) less than or greater than the single highest hourly offtake rate provided to the Registered User in accordance with paragraph 5.7.3(b); or
    - (ii) is the same as the Existing Supply Point Offtake Rate provided to the Registered User in accordance with paragraph 5.7.3(a);
- the reason or reasons (communicated to the User by the consumer) for this difference (the “**Registered User SPOR Report**”).
- 5.7.6 Where the Proposed Supply Point Offtake Rate specified under paragraph 5.7.5(a) is different to the Existing Supply Point Offtake Rate, the Registered User shall amend the Existing Supply Point Offtake Rate by applying for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b), prior to the last Business Day in August in the Gas Year, save for where a reduction in the Supply Point Capacity is also required at the DM Supply Point, then the Registered User shall apply for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b) during the period from 1 October to 31 January (inclusive) of the following Gas Year)
- 5.7.7 The Transporter will reject any Proposed Supply Point Offtake Rate by the Registered User of a DM Supply Point Component where the Supply Point Offtake Rate applied for under paragraph 5.3.2(b) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1. For these purposes the Supply Point Offtake Rate shall remain unchanged, however shall be subject to the SPOR Review Process in the following Gas Year.

## 6 INTERRUPTION

## 6.1 Introduction

6.1.1 This paragraph 6 contains provisions in relation to:

- (a) the designation of Supply Point Capacity at eligible Supply Points as Interruptible, pursuant to invitation to submit, submission and acceptance of Interruption Offers;
- (b) requirements to be satisfied by Users in respect of Interruptible Supply Points;
- (c) the Interruption by a DN Operator of the offtake of gas from an LDZ at Interruptible Supply Points; and
- (d) the consequences of a failure to Interrupt.

6.1.2 For the purposes of the Code:

- (a) Supply Point Capacity at an LDZ Supply Point is "**Interruptible**" in relation to an Interruptible Period where it is subject to Interruption in accordance with this paragraph 6 and is "**Firm**" where it is not subject to Interruption;
- (b) Supply Point Capacity at an eligible Supply Point may be designated as Interruptible:
  - (i) pursuant to the acceptance of an Interruption Offer under paragraph 6.4; or
  - (ii) (upon a Supply Point Confirmation becoming effective) in accordance with paragraph 6.1.5(a) or a designation under paragraph 6.1.5(c);
- (c) an "**Interruptible Tranche**" of Supply Point Capacity at an LDZ Supply Point is a tranche (in kWh/Day) of DM Supply Point Capacity, designated as Interruptible, defined by the Registered User consistent with the requirements in paragraph 6.1.3, with an associated Interruption Allowance, Interruption Option Price and Interruption Exercise Price; and a "**proposed**" Interruptible Tranche is such a tranche which is the subject of an Interruption Offer;
- (d) "**Interruption**" in respect of a tranche of Supply Point Capacity at an LDZ Supply Point means interruption on the DN Operator's instruction (for one or more Days or parts of a Day) of the offtake of gas from the LDZ at each Supply Meter Point comprised in the LDZ Supply Point to the extent required under paragraph 6.7, and references to an Interruptible Tranche being Interrupted and to the DN Operator's right to Interrupt an Interruptible Tranche shall be construed accordingly;
- (e) an "**Interruptible Period**" is a Gas Year or other period in which Supply Point Capacity at a Supply Point is designated as Interruptible;
- (f) an LDZ Supply Point is an "**Interruptible**" Supply Point in an Interruptible Period where the Registered User holds Interruptible Supply Point Capacity at the LDZ Supply Point in that period;
- (g) in relation to an Interruptible Tranche of Supply Point Capacity at a Supply Point and an Interruptible Period:
  - (i) the "**Interruption Option Price**" is the amount (if any) that the DN Operator is required (irrespective of Interruption) to pay to the User, in respect of each Day of the Interruptible Period, in respect of the designation of such Supply Point Capacity as Interruptible;

- (ii) the "**Interruption Exercise Price**" is the amount (if any) that the DN Operator is required to pay to the User in respect of each Day upon which the DN Operator Interrupts such Interruptible Tranche;
- (iii) the "**Overall Interruption Price**" is the amount (if any) that the DN Operator would pay in total by way of Interruption Exercise Price (on the assumption of Interruption on every Day of the Interruption Allowance) and Interruption Option Price

each expressed in pence per kWh/Day of Supply Point Capacity;

- (h) the "**Interruption Allowance**" is the number of Days in an Interruptible Period on which an Interruptible Tranche of Supply Point Capacity may be Interrupted;
- (i) the "**Minimum Interruptible Amount**" is the minimum amount of Supply Point Capacity which may be comprised in an Interruptible Tranche, determined (in relation to an Interruption Zone) in accordance with the Interruptible Capacity Methodology and specified in an Interruption Invitation, subject to paragraph 6.2.5;
- (j) an "**eligible**" Supply Point is an LDZ Supply Point for which the Annual Quantity is greater than 5,860,000 kWh (200,000 therms).

6.1.3 References in this paragraph 6 to Supply Point Capacity are to DM Supply Point Capacity; and NDM Supply Point Capacity and quantities of gas offtaken at an NDM Supply Point Component of an Interruptible Supply Point shall be disregarded for the purposes of this paragraph 6.

6.1.4 The designation of Interruptible Tranches of Supply Point Capacity in respect of any Interruptible Period at an LDZ Supply Point must satisfy the following requirements:

- (a) the number of Interruptible Tranches shall not exceed nine (9);
- (b) the aggregate amount of the Interruptible Tranches shall not exceed (but need not be equal to) the amount of the Registered Supply Point Capacity;
- (c) the amount of each Interruptible Tranche shall not be less than the Minimum Interruptible Amount.

6.1.5 Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which includes any Supply Meter Point comprised in an Existing Supply Point which is Interruptible in any Interruptible Period (an "**existing**" Interruptible Supply Point):

- (a) the DN Operator will provide details of the Interruptible Tranches of the existing Interruptible Supply Point to the User within two (2) days after submission of the Supply Point Confirmation (and such details will not have been provided earlier in the Supply Point Offer);
- (b) if the Proposed Supply Point is a Current Supply Point, the Proposed Supply Point shall be an Interruptible Supply Point in relation to such Interruptible Period, having the same Interruptible Tranches of Supply Point Capacity (with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices) as the existing Interruptible Supply Point, subject to paragraph 6.1.6;
- (c) if the Proposed Supply Point is a New Supply Point, the DN Operator may reject the Supply Point Confirmation unless:

- (i) not less than seven (7) days before the Proposed Supply Point Registration Date, the relevant Users collectively notify to the DN Operator a designation (complying with the requirements in this paragraph 6) of tranches of Supply Point Capacity at the relevant Proposed Supply Points as Interruptible in the Interruptible Period such that there are (at the relevant Proposed Supply Points) Interruptible Tranches having in aggregate the same amounts, and with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices, as those at the Current Supply Point, subject to paragraph 6.1.6(b)(v); and
- (ii) the Supply Point Confirmations in respect of all relevant Proposed Supply Points become effective;

(where a relevant Proposed Supply Point is any Proposed Supply Point which includes any Supply Meter Point comprised in the Interruptible Existing Supply Point, and a relevant User is the Proposing User of any relevant Proposed Supply Point).

#### 6.1.6 Where in relation to an Interruptible Supply Point:

- (a) the amount of Supply Point Capacity held by the Registered User is subject to an increase pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is greater than the Prevailing Supply Point Capacity, the increased amount of Supply Point Capacity shall be Firm and there shall be no effect on the Interruptible Tranches of Supply Point Capacity in any Interruptible Period;
- (b) the amount of Supply Point Capacity held by the Registered User is subject to a decrease pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is less than the Prevailing Supply Point Capacity, the amount of the decrease shall be applied in relation to each Interruptible Period so as to reduce or extinguish the Interruptible Tranches and/or reduce the Firm Supply Point Capacity in such manner as may be agreed between the DN Operator and the Registered User (or, in the case of a Supply Point Confirmation, the Proposing User) or, in the absence of such agreement, in accordance with the following provisions:
  - (i) the Interruptible Tranches in relation to such Interruptible Period shall be ranked in order of Overall Interruption Price, highest priced first;
  - (ii) the amount of the decrease in Supply Point Capacity shall be applied (so as to reduce or extinguish each such tranche) against the Interruptible Tranches in the order ranked, until the amount of the decrease has been fully applied or all Interruptible Tranches have been extinguished;
  - (iii) the remaining amount (if any) of the decrease in Supply Point Capacity shall be applied so as to reduce the amount of the Firm Supply Point Capacity;
  - (iv) if (pursuant to paragraph (ii)) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm;
  - (v) in the case of a Supply Point Confirmation for a New Supply Point:
    - (1) the provisions of paragraphs (i) to (iv) shall be applied in relation to the existing Interruptible Supply Point(s) (in aggregate, if more than one); and

- (2) paragraph 6.1.5(c) shall apply after, and on the basis of the Interruptible Tranches as determined pursuant to, paragraph (1).

- 6.1.7 If at any time an Interruptible Supply Point ceases to be an eligible Supply Point, the DN Operator may elect, by giving not less than two (2) months' notice to the Registered User, that the Supply Point shall cease to be Interruptible, in which case all Interruptible Tranches of Supply Point Capacity (in respect of any Interruptible Period) shall be redesignated as Firm with effect from the date of such election.
- 6.1.8 The Interruption Option Price in respect of any Interruptible Tranche:
- (a) shall be determined Daily in respect of the amount of the Interruptible Tranche on each Day of the Interruptible Period to which it relates, after taking account of any decrease in such amount pursuant to paragraph 6.1.6(b) and any redesignation of Supply Point Capacity as Firm in accordance with paragraph 6.5 or 6.6.7(b)(i);
  - (b) shall be invoiced and is payable (irrespective of whether the DN Operator exercises its right of Interruption) monthly in arrears, in accordance with Section S.
- 6.1.9 Subject to paragraph 1.5.4 (and without prejudice to the requirement for a Supply Point Reconfirmation), the Registered User of an Interruptible Supply Point may require that any Supply Meter Point whose Annual Quantity is not less than 2,196,000 kWh (75,000 therms) be comprised in the DM Supply Point Component of such Interruptible Supply Point with effect from the start of an Interruptible Period.
- 6.1.10 Without prejudice to the generality thereof, the indemnity provided for in Section V11.1.1 shall apply in respect of the taking of any steps or the exercise by the Transporter of any entitlement provided for in this paragraph 6.

## 6.2 Interruption Invitations

- 6.2.1 For the purposes of this paragraph 6:
- (a) an "**Interruption Offer**" is an offer by a User to designate one or more tranches of DM Supply Point Capacity at an eligible Supply Point as Interruptible in any Interruptible Period;
  - (b) an "**Interruption Invitation**" is an invitation by a DN Operator to Users to submit Interruption Offers in relation to Supply Points in an LDZ or part of an LDZ;
  - (c) an "**invitation date**" is a date on which Users may submit Interruption Offers pursuant to an Interruption Invitation;
  - (d) the "**Interruptible Capacity Methodology**" is the methodology established by each DN Operator and approved by the Authority setting out:
    - (i) the financial terms (including terms as to Interruption Option Price and Interruption Exercise Price) on which Interruption Offers may be made;
    - (ii) the basis on which Interruption Offers will be ranked for selection;
    - (iii) the basis on which Interruption Zones within an LDZ may be defined;
    - (iv) different numbers of Days in an Interruptible Period which may comprise an Interruption Allowance;

- (v) the basis on which Minimum Interruptible Amounts will be determined;
  - (vi) such further matters as may be contemplated by this paragraph 6 or otherwise which the DN Operator may (with the approval of the Authority) decide to include;
- (e) an "**Interruption Zone**" is the LDZ or part of an LDZ (determined in accordance with the Interruptible Capacity Methodology) in respect of which an Interruption Invitation is issued.
- 6.2.2 In each Gas Year (Y) a DN Operator shall invite Interruption Offers by Users in respect of each of Gas Years Y+4 to Y+8 inclusive, and may invite Interruption Offers in respect of Gas Years Y+1 to Y+3 inclusive (each a separate Interruptible Period) by an "**annual**" Interruption Invitation, in relation to which:
- (a) the invitation dates shall be ten (10) consecutive Business Days in June of Gas Year Y;
  - (b) the first such invitation date shall be not less than twenty eight (28) Days after the Interruption Invitation is issued.
- 6.2.3 A DN Operator may invite Interruption Offers at any other time and in respect of any other Interruptible Period (whether comprising all of part of any Gas Year), by an "**ad-hoc**" Interruption Invitation, in relation to which the invitation date(s) shall be such date or dates as the DN Operator may decide.
- 6.2.4 An Interruption Invitation shall specify:
- (a) the identity of the DN Operator;
  - (b) the Interruptible Period(s) in respect of which the invitation is issued;
  - (c) the Interruption Zone(s) in respect of which the invitation is issued;
  - (d) the invitation date(s);
  - (e) the Minimum Interruptible Amount in respect of each Interruption Zone, subject to paragraph 6.2.5;
  - (f) the available Interruption Allowances (in accordance with the Interruptible Capacity Methodology);
  - (g) in respect of each of the available Interruption Allowances, the amount (if any), as estimated by the DN Operator at the time the Interruption Invitation is issued, of Supply Point Capacity (in excess of the amount which, at the time of the Interruption Invitation, is already Interruptible) in the Interruption Zone required to be Interruptible in each Interruptible Period;
  - (h) the maximum number (if greater than one) of alternative Interruption Offers which may be submitted in respect of any Supply Point, tranche of Supply Point Capacity and Interruptible Period;
  - (i) such further terms and conditions of the invitation as may be required or permitted by the Interruptible Capacity Methodology.

6.2.5 The Minimum Interruptible Amount specified in respect of an Interruption Zone in an Interruption Invitation relating to any Interruptible Period may not be greater than the Minimum Interruptible Amount in respect of that Interruption Zone (or any other Interruption Zone which falls wholly or partially in that Interruption Zone) in any earlier Interruption Invitation relating to that Interruptible Period.

### **6.3 Interruption offers**

6.3.1 The Registered User of an eligible Supply Point in the relevant Interruption Zone may submit Interruption Offers pursuant to an Interruption Invitation in accordance with this paragraph 6.3.

6.3.2 An Interruption Offer shall specify:

- (a) the identity of the User;
- (b) the Interruption Invitation in respect of which the Interruption Offer is made;
- (c) the Supply Point (within the relevant Interruption Zone) in respect of which the Interruption Offer is made;
- (d) the Interruptible Period(s) in respect of which the Interruption Offer is made;
- (e) the following details (consistent with the requirements in paragraphs 6.1.4 and 6.3.3) of each proposed Interruptible Tranche:
  - (i) the amount (in kWh/Day of Supply Point Capacity) of the proposed Interruptible Tranche;
  - (ii) the Interruption Allowance (being one of the available allowances in the Interruption Invitation);
  - (iii) the Interruption Option Price (in pence per kWh/Day of Interruptible Supply Point Capacity);
  - (iv) the Interruption Exercise Price (in pence per kWh/Day of Supply Point Capacity per Day of Interruption); and
- (f) such further details as may be permitted or required by the Interruptible Capacity Methodology.

6.3.3 Where (pursuant to an earlier Interruption Invitation) a Supply Point is already an Interruptible Supply Point in an Interruptible Period, an Interruption Offer in relation to that Interruptible Period (or in the case of an ad-hoc Interruption Invitation, an Interruptible Period falling within that period):

- (a) may specify additional proposed Interruptible Tranches, provided that the requirements in paragraph 6.1.4(a) and (b) shall apply in respect of the existing and proposed Interruptible Tranches in aggregate;
- (b) subject to any requirements in the Interruptible Capacity Methodology, may specify an increase in the Interruption Allowance in respect of any existing Interruptible Tranche.

6.3.4 A User may submit an Interruption Offer, and may withdraw or modify an Interruption Offer already submitted in respect of the Interruption Invitation, at any time between 08:00 hours and 17:00 hours on an invitation date.



- 6.3.5 In relation to an Interruption Invitation, Supply Point, proposed Interruptible Tranche and Interruptible Period, a User may have, at any one time, up to but no more than the number prescribed in the Interruption Invitation of Interruption Offers capable of acceptance by a DN Operator.
- 6.3.6 A DN Operator may reject an Interruption Offer where:
- (a) the Interruption Offer is made in respect of an Supply Point which is not an eligible Supply Point;
  - (b) the User submitting the Interruption Offer is not the Registered User of the Supply Point in respect of which the Interruption Offer is made;
  - (c) the Interruption Offer does not comply with any of the requirements in paragraphs 6.1.4, 6.3.2 and (if applicable) 6.3.3;
  - (d) the Interruption Offer does not comply with any other requirement specified (consistent with the Interruptible Capacity Methodology) in the Interruption Invitation.
- 6.3.7 The DN Operator will inform the User of the rejection of an Interruption Offer pursuant to paragraph 6.3.6 within two (2) Business Days after the invitation date on which the offer was submitted.

## **6.4 Acceptance of Interruptible Offers**

- 6.4.1 In relation to each Interruption Invitation, the DN Operator shall:
- (a) select Interruption Offers (from those prevailing at the end of the last invitation date) for acceptance in accordance with the Interruptible Capacity Methodology;
  - (b) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted; and
  - (c) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted.
- 6.4.2 Where the DN Operator accepts an Interruption Offer:
- (a) the proposed Interruptible Tranche subject to the Interruption Offer shall be designated as Interruptible;
  - (b) the DN Operator shall be liable to pay the User the Interruption Option Price in accordance with paragraph 6.1.8.
- 6.4.3 In relation to each Interruption Invitation, the DN Operator will publish the details set out in paragraph 6.4.4, in respect of the LDZ as a whole, and separately in respect of each Interruption Zone in respect of which Interruption Offers submitted by at least three (3) Users were accepted:
- (a) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation; and

- (b) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation.

6.4.4 The details referred to in paragraph 6.4.3 are:

- (a) the number of Interruption Offers received;
- (b) the number of Interruption Offers accepted by the DN Operator;
- (c) the aggregate amount of Supply Point Capacity in respect of which Interruption Offers were received;
- (d) the aggregate amount of Supply Point Capacity which was designated as Interruptible pursuant to Interruption Offers accepted by the DN Operator;
- (e) the highest and lowest Overall Interruption Prices submitted by Users; and
- (f) the highest and lowest Overall Interruption Prices submitted by Users under Interruption Offers which were accepted.

## 6.5 Redesignation of Supply Point Capacity as Firm

6.5.1 The Registered User of an Interruptible Supply Point may at any time (other than in a period between the issue of an Interruption Invitation and the last of the invitation dates under such invitation) apply to the DN Operator to redesignate Interruptible Supply Point Capacity as Firm, by notice specifying:

- (a) the identity of the Supply Point;
- (b) the date ("**redesignation date**"), not less than two months after the application is made, with effect from which the redesignation is requested to take effect;
- (c) the quantity of Supply Point Capacity to be redesignated as Firm.

6.5.2 The DN Operator shall accept an application to redesignate Interruptible Supply Point Capacity as Firm with effect from the redesignation date unless the DN Operator determines and notifies the User that the Firm Transportation Requirement will not (at such date or at any time thereafter) be satisfied, in which case the application shall lapse.

6.5.3 For the purposes of the Code the "**Firm Transportation Requirement**" in respect of an Interruptible Tranche of Supply Point Capacity is the requirement that (after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points) it would be feasible, without the right of Interruption of such Interruptible Tranche, to make gas available for offtake at the Supply Point at a rate not less than the Supply Point Offtake Rate and in quantities (in a twenty-four (24) hour period) in the amount of the Supply Point Capacity.

6.5.4 Where an application to redesignate Interruptible Supply Point Capacity as Firm is accepted, in relation to each relevant Interruptible Period:

- (a) the Interruptible Tranches of Supply Point Capacity shall be ranked in order of Overall Interruption Price, highest-priced first;
- (b) the Supply Point Capacity in each such tranche, in the order ranked, shall be redesignated as Firm, until the requested amount of Supply Point Capacity has been redesignated or (as the case may be) all of the Interruptible Supply Point Capacity has been redesignated;

- (c) if (pursuant to paragraph (b) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm.

6.5.5 For the purposes of paragraph 6.5.3:

- (a) a relevant Interruptible Period is any Interruptible Period, commencing from the Interruptible Period in which the redesignation date falls, for which there is Interruptible Supply Point Capacity at the Supply Point;
- (b) the redesignation shall take effect with effect from the redesignation date.

## 6.6 Requirements as to Interruptible Supply Points

6.6.1 By submitting an Interruption Offer in respect of an LDZ Supply Point in relation to any Interruptible Period, or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point, and by not applying to redesignate Supply Point Capacity as Firm at any time, the Registered User represents to the DN Operator that, or where the User is not the supplier that the supplier has represented to the User that, the requirement in paragraph 6.6.2 will be complied with.

6.6.2 The requirement referred to in paragraph 6.6.1 is that the contract or contracts of supply to the consumer, in force at the time of the User's action or omission under paragraph 6.6.1, oblige the consumer to give effect to Interruption (including in the case where the requirement for Interruption is notified by the DN Operator under paragraph 6.8.4) to the extent required on the basis of the Interruptible Tranches of Supply Point Capacity which will exist as a result of such action or omission.

6.6.3 Where a User is or is to become the Registered User of one or more Interruptible Supply Points the User shall:

- (a) not later than the relevant date (in accordance with paragraph 6.6.6) in respect of the first Interruptible Supply Point of which it becomes Registered User, provide to the DN Operator at least one telephone number and at least one (1) facsimile number (but not more than four (4) numbers in total) by means of which the DN Operator may contact, twenty-four (24) hours a Day, a representative of the User, and the name(s) or title(s) of not more than three (3) representatives of the User who may be contacted at such numbers;
- (b) maintain the details provided under paragraph (a) up to date, and notify the DN Operator of any change in such details before such change takes effect; and
- (c) secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) or by facsimile.

6.6.4 A User shall, in relation to each Interruptible Supply Point of which it is or is to become the Registered User:

- (a) not later than the relevant date (in accordance with paragraph 6.6.6), provide to the DN Operator:
  - (i) in accordance with paragraph (e), the names and/or job titles of representatives of the consumer ("**interruption contacts**") (who, for the avoidance of doubt, may be the same contacts as those referred to in Section Q as "emergency contacts"), provided that the total number of interruption contacts provided for under this paragraph (and emergency contacts provided for under Section Q) shall not exceed five (5) in relation to any Supply Point;

- (ii) at least one (1) (but not more than four (4)) telephone numbers for each interruption contact by means of which the DN Operator may contact, twenty-four (24) hours a day, at least one interruption contact; and
  - (iii) one (1) facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions twenty-four (24) hours a day;
- (b) take all reasonable steps to secure that the details provided under paragraph (a) are maintained up to date and to notify the DN Operator of any change in such details before such change takes effect;
  - (c) take all reasonable steps to secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) and by facsimile;
  - (d) secure that the consumer acknowledges the right of the DN Operator to contact the consumer in the circumstances in paragraph 6.8.4 and undertakes to comply with any notification by the DN Operator thereunder; and
  - (e) for the purposes of paragraph (a):
    - (i) in the case of an Interruptible Supply Point in respect of any site which is manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than four (4) interruption contacts; and
    - (ii) in the case of an Interruptible Supply Point in respect of any site which is not manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than two (2) interruption contacts.

6.6.5 For the purposes of enabling the DN Operator to plan the exercise of its rights as to Interruption of Interruptible Supply Points, in relation to each Gas Year the Registered User of an Interruptible Supply Point will, if so required by the DN Operator, not later than the relevant date (in accordance with paragraph 6.6.6) and thereafter from time to time upon any significant change in such details, obtain from the consumer or supplier and provide to the DN Operator the consumer's best estimate of the following details:

- (a) whether or not gas is likely in normal circumstances to be offtaken at or between particular times of Day specified by the DN Operator for the purposes of this paragraph 6.6.5;
- (b) the maximum quantity of gas to be offtaken on any Saturday and on any Sunday; and
- (c) holiday periods in each year during which gas will not be offtaken from the LDZ at the Supply Point (or the DM Supply Point Component thereof).

6.6.6 For the purposes of paragraphs 6.6.3, 6.6.4 and 6.6.5, the relevant date in respect of an Interruptible Supply Point in relation to a User is:

- (a) the day which is twenty eight (28) days before the start of the first Interruptible Period in respect of which the User submitted any Interruption Offer in relation to that Supply Point; or

- (b) (as the case may be) the date on which the User submits a Supply Point Confirmation as provided in paragraph 6.1.5.
- 6.6.7 If the User fails to comply with any of the requirements in paragraphs 6.6.3, 6.6.4 and 6.6.5, then (without prejudice to the User's continuing obligation to comply):
- (a) the DN Operator may notify the User of such failure;
  - (b) if within five (5) Business Days after the DN Operator's notification under paragraph (a) the User has not remedied such failure to comply:
    - (i) the DN Operator may give notice to the User to the effect that the Supply Point Capacity comprised in all or any of the Interruptible Tranches in relation to any Interruptible Period is redesignated as Firm;
    - (ii) in any event, the DN Operator shall not be liable to pay the Interruption Option Price in respect of any Interruptible Tranche in respect of any month until the failure to comply is remedied.
- 6.6.8 Where in relation to any Interruptible Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:
- (a) exercises (other than pursuant to an Interruption Notice under paragraph 6.8.1) any entitlement to require the consumer to discontinue consuming gas offtaken from the LDZ on a Day; or
  - (b) having exercised such an entitlement, authorises the consumer to resume such consumption
- the Registered User will as soon as reasonably practicable, and in accordance with paragraph 6.6.10, inform the DN Operator of the matters set out in paragraph 6.6.9, provided that the Registered User shall use reasonable endeavours to inform the DN Operator not more than one (1) hour after such discontinuance and/or not less than one (1) hour before such resumption.
- 6.6.9 The matters to be informed by the Registered User to the DN Operator pursuant to paragraph 6.6.8 are:
- (a) the identity of the Interruptible Supply Point;
  - (b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and
  - (c) an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.
- 6.6.10 For the purposes of paragraph 6.6.8 the User will give the relevant information to the DN Operator by means of telephone or facsimile, unless it has given to the DN Operator not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the DN Operator for the purposes of paragraph 6.6.8 only by Batch Transfer Communication, and will promptly inform the DN Operator by telephone or facsimile of the transmission of each such Batch Transfer Communication.
- 6.6.11 Where the DN Operator notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 6.6.10, that User will promptly

send to the DN Operator by facsimile the information contained in that Batch Transfer Communication.

6.6.12 Where the Transporter reasonably determines, in relation to an Interruptible Supply Point with a DM Supply Point Component whose Annual Quantity does not exceed 58,600,000 kWh (2,000,000 therms), that (by reason of the location or other characteristics of the part of the System in which the Supply Point is located, or the nature of the Consumer's Plant) the operational benefits of the Transporter's ability to Interrupt the Supply Point would be materially diminished unless individual Output Nominations are made in respect of the Supply Point, the Transporter may designate the Supply Point as requiring individual Output Nominations for the purposes of Section A4.5.3.

6.6.13 Any designation under paragraph 6.6.12 shall be:

- (a) in the case of an existing Supply Point Registration, by notice to the Registered User not later than the fifth (5th) Business Day in September in the Gas Year preceding the first Gas Year in which such designation is to be effective; or
- (b) in the case of a Proposed Supply Point Registration, in the Supply Point Offer.

## 6.7 Interruption

6.7.1 The DN Operator shall be entitled, in accordance with the further provisions of this paragraph 6, to require Interruption on a number of Days in an Interruptible Period not exceeding the Interruption Allowance, in respect of any Interruptible Tranche of Supply Point Capacity at a Supply Point.

6.7.2 Where (in accordance with this paragraph 6) the DN Operator requires Interruption at a Supply Point, the Registered User shall secure that the requirements in paragraph 6.7.3 are complied with.

6.7.3 The requirements are that:

- (a) at all times at which the requirement for Interruption is in force, the rate of offtake of gas, in kWh/hour, at the Supply Point does not exceed a rate of offtake determined as follows:

$$SPOR * (SPC - IT) / SPC$$

and

- (b) on each Day or part Day of Interruption the quantity of gas offtaken, in kWh, during the period in which the requirement for interruption is in force, does not exceed a quantity determined as follows:

$$(SPC - IT) * H / 24$$

where

SPOR is the Supply Point Offtake Rate;

SPC is the Registered Supply Point Capacity;

IT is the amount or aggregate amount (in kWh/Day) of the Interruptible Tranche or Interruptible Tranches which were subject to Interruption pursuant to the relevant requirement;

H is the period in hours on the Day during which the requirement for Interruption was in force.

6.7.4 Subject to paragraph 6.7.5, the DN Operator may require Interruption at an Interruptible Supply Point:

- (a) for operational purposes in connection with the management of its System, or
- (b) on not more than three (3) Days in any Gas Year, where the DN Operator has any reasonable doubt as to whether the requirements in paragraph 6.6.2 are satisfied or the provisions of this paragraph 6.7 in relation to Interruption are or are capable of being complied with in respect of the Supply Point, for the purposes of verifying such matters

and the DN Operator may, where it has issued an Interruption Notice pursuant to paragraph (a) or (b), issue a replacement Interruption Notice pursuant to the other sub-paragraph and from the time at which such replacement notice takes effect all rights, obligations or restrictions applicable to such replacement notice shall apply accordingly and shall supersede those applicable to the replaced notice.

6.7.5 The number of Days (including parts of a Day) in respect of which the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity in any Interruptible Period shall not exceed the Interruption Allowance.

6.7.6 Where the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity, the DN Operator shall pay to the Registered User the Interruption Exercise Price invoiced and payable in accordance with Section S in respect of such Interruptible Tranche, for each Day (including part of a Day) of such Interruption.

6.7.7 For the purposes of paragraphs 6.7.6 and 6.7.7, a Day in respect of which the DN Operator gives more than one Interruption Notice in respect of an Interruptible Tranche shall be counted only as one (1) Day of Interruption of the Interruptible Tranche.

6.7.8 The exercise by the DN Operator of any right (other than pursuant to this paragraph 6.7) to require or secure the discontinuance or reduction of offtake at any Supply Meter Point shall not count towards the use of any Interruption Allowance or otherwise count as Interruption for the purposes of this paragraph 6.7.

6.7.9 For the purposes of this paragraph 6, where an Interruption Notice is given in relation to an Interruptible Supply Point, the requirement for Interruption pursuant to that notice is "**in force**" with effect from the Interruption Start Time specified in the notice until:

- (a) the time specified in the DN Operator's notification under paragraph 6.8.5 or (if no time is specified) the time that such notification is given, or
- (b) if earlier, the Interruption Start Time under another Interruption Notice relating to the same Interruptible Supply Point.

## 6.8 Interruption Notification Requirements

6.8.1 Where the DN Operator requires or has a revised requirement for Interruption in respect of one or more Interruptible Tranches at one or more Supply Points, the DN Operator will give to the Registered User, not less than five (5) hours before the time ("**Interruption Start Time**") with effect from which Interruption is required, notice ("**Interruption Notice**") specifying:

- (a) the Supply Points and (for each Supply Point) the Interruptible Tranche(s), to be Interrupted;
- (b) the Gas Flow Day;
- (c) the Interruption Start Time; and
- (d) the DN Operator's estimate (which shall not bind the DN Operator) of the time at which the requirement for Interruption will cease to apply.

6.8.2 The User may request by telephone or facsimile an alteration to the Supply Points and Interruptible Tranches specified in the Interruption Notice; and where not less than five (5) hours before the Interruption Start Time the DN Operator and the User have agreed (but so that the DN Operator shall not be required to agree) upon such an alteration, the Interruption Notice will be revised accordingly and resubmitted by the DN Operator to the User as soon as reasonably practicable.

6.8.3 The User shall, by telephone or facsimile (or otherwise in accordance with this paragraph 6.8):

- (a) not later than thirty (30) minutes after Interruption Notice was given, acknowledge receipt of that notice;
- (b) not later than five (5) hours after Interruption Notice was given, confirm to the DN Operator that Interruption (in accordance with such notice) has taken place or shall take place; and
- (c) as soon as reasonably practicable, notify the DN Operator of any facts or circumstances known to the User that might prevent Interruption from taking place or cause Interruption to take place after the Interruption Start Time;

6.8.4 Where the User has not acknowledged receipt of an Interruption Notice within thirty (30) minutes after such notice was given, the DN Operator may not less than four (4) hours before the Interruption Start Time notify the requirement for Interruption at each relevant Supply Point directly to the consumer, specifying the Gas Flow Day, Interruptible Tranches subject to Interruption and Interruption Start Time.

6.8.5 Where the DN Operator has given an Interruption Notice (which has not been superseded by another such notice) in respect of any Interruptible Tranche(s) of Supply Point Capacity, as soon as reasonably practicable after the DN Operator determines that the requirement for Interruption at that Interruptible Tranche no longer applies or will at a certain time cease to apply (having regard to the circumstances in accordance with paragraph 6.7.4 in which such notice was given), the DN Operator will so notify the User specifying the time (where later than the time of such notification) at which the requirement for Interruption will no longer apply.

## 6.9 Not Used

## 6.10 Failure to Interrupt

6.10.1 For the purposes of the Code:

- (a) subject to paragraph (b), there is a "**failure to Interrupt**" in relation to an Interruptible Tranche of Supply Point Capacity where, on any occasion on which the DN Operator requires Interruption in respect of the Supply Point, either of the requirements in paragraph 6.7.3 is not complied with on any Day (the "**failure Day**") during which the requirement for Interruption was in force;



- (b) a failure to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b) will be counted as a failure to Interrupt for the purposes of paragraph 6.10.2 if:
  - (i) the User does not demonstrate to the reasonable satisfaction of the DN Operator that all appropriate steps are being taken to ensure that such a failure does not recur at the relevant Supply Point; or
  - (ii) the failure is the third failure occurring at the relevant Supply Point during the same Gas Year to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b)

but not otherwise; provided that any such failure shall be counted as a failure to interrupt for the purposes of paragraph 6.10.6;
- (c) for the purposes of paragraph 6.10.1(b), a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point.

6.10.2 Where there is a failure to Interrupt at a Supply Point:

- (a) irrespective of whether the failure to Interrupt resulted from Force Majeure, and irrespective of the size and number of the Interruptible Tranches which were subject to Interruption, where the DN Operator determines that the failure to Interrupt results in a significant risk to the security of the relevant System the DN Operator may take any steps available to it to isolate or disconnect any or all Supply Meter Points (irrespective of whether any is a Shared Supply Meter Point) comprised in the Supply Point; and
- (b) save to the extent the failure to Interrupt resulted from Force Majeure, and subject to paragraph 6.10.8, the Registered User shall pay, in respect of each failure Day, a charge determined as the aggregate, for all Interruption Notices under which the requirement for Interruption was in force on that Day, of the following:

$$X = 2 * Y * Z$$

where:

- X is the amount payable in respect of each Interruption Notice in respect of the failure Day;
- Y is the greater of:
  - Y1 the aggregate quantity (in kWh) of gas offtaken at the Supply Point, at any time or times on the Day at which the requirement for Interruption was in force, at a rate in excess of the rate permitted in paragraph 6.7.3(a); and
  - Y2 the quantity (in kWh) offtaken, during the period in the Day in which the requirement for Interruption was in force, in excess of the quantity permitted in paragraph 6.7.3(b);
- Z is the greater of:
  - Z1 the Applicable Annual Rate of the LDZ Capacity Charge in respect of the Supply Point; and

Z2 the weighted average Overall Interruption Price applicable in respect of the Interruptible Tranches which the User is treated as having failed to Interrupt, determined in accordance with paragraph (c);

- (c) for the purposes of determining 'Z2':
- (i) the Interruptible Tranches which were subject to Interruption shall be ranked in order of Overall Interruption Price, highest-priced first;
  - (ii) the quantity 'Y' shall be allocated to such Interruptible Tranches in the order ranked, until such quantity has been allocated in full;
  - (iii) the Interruptible Tranches which the User is treated as having failed to Interrupt shall be the tranches to which the quantity 'Y' was allocated (and where the amount or remaining unallocated amount of the quantity 'Y' is less than the amount of the relevant Interruptible Tranche, such amount or remaining unallocated amount is the "**failed portion**" of such tranche);
  - (iv) the weighted average Overall Interruption Price is determined as follows:

$$\Sigma_T (QTF_T * OIP_T) / \Sigma_T QTF_T$$

where

$\Sigma_T$  is summation by the Interruptible Tranches which the User was treated as failing to Interrupt

and where for each such Interruptible Tranche

$QTF_T$  is the amount (or as the case may be the failed portion) of the Interruptible Tranche

$OIP_T$  is the Overall Interruption Price of such Interruptible Tranche.

- 6.10.3 The amounts payable under paragraphs 6.10.2(b) and 6.10.4 will be invoiced and are payable in accordance with Section S.
- 6.10.4 Where the DN Operator takes any such steps as are referred to in paragraph 6.10.2(a) the Registered User will be liable to reimburse to the DN Operator the costs and expenses incurred by the DN Operator in taking such steps and in any subsequent reconnection or restoration of the connection of the Supply Point.
- 6.10.5 The Registered User shall secure that there is made available to the DN Operator such access to the Supply Point and all Supply Meter Points comprised in the Supply Point as shall be required for the purposes of paragraph 6.10.2(a).
- 6.10.6 No Day on which there is a failure to Interrupt in respect of an Interruptible Tranche of Supply Point Capacity shall count:
- (a) towards use of the Interruption Allowance in respect of that Interruptible Tranche under paragraph 6.7.6, or
  - (b) as a Day in respect of which the DN Operator is required to pay the Interruption Exercise Price under paragraph 6.7.7.

6.10.7 The following shall not be Force Majeure affecting a User for the purposes of this paragraph 6.10:

- (a) the unavailability of any such representative as is referred to in paragraph 6.6.3 or 6.6.4 of the User or the consumer to be contacted by the DN Operator, other than for wholly unforeseeable and unavoidable reasons (which must also satisfy the conditions for being Force Majeure); and
- (b) the fact that there is no facility for the Consumer's Plant to operate with a supply of fuel or energy alternative to or in substitution for gas.

6.10.8 Where the Registered User has requested (in compliance with the applicable requirements of paragraph 3) the Isolation of each Supply Meter Point comprised in an Interruptible Supply Point, subject to paragraph 3.7, the User shall not be liable under paragraph 6.10.2(b) in respect of any subsequent failure to Interrupt at such Supply Point (unless and until any such Supply Meter Point is re-established).

### 6.11 Shared Supply Meter Points

6.11.1 This paragraph 6.11 applies in respect of any Interruptible Supply Point(s) in which a Shared Supply Meter Point is comprised.

6.11.2 Paragraph 6.7.3 shall apply on an aggregated basis, in respect of all DM Supply Point Components ("relevant" DM Supply Point Components) comprised in all the relevant Supply Points in which the Shared Supply Meter Point is comprised, and in accordance with the further provisions of this paragraph 6.11.

6.11.3 Where an Interruption Notice is given in respect of any such Interruptible Supply Point:

- (a) for the purposes of paragraph 6.7.3(a), the maximum permitted rate of offtake (in aggregate at all relevant DM Supply Point Components) shall be:

$$\Sigma_F \text{ SPOR} + \Sigma_I \text{ SPOR} * (\text{SPC} - \text{IT}) / \text{SPC}$$

- (b) for the purposes of paragraph 6.7.3(b), the maximum permitted quantity (in aggregate at all relevant DM Supply Point Components) shall be:

$$\Sigma_F \text{ SPC} + \Sigma_I (\text{SPC} - \text{IT}) * \text{H} / 24$$

where

$\Sigma_F$  is summation over all (if any) relevant DM Supply Point Components comprised in Firm Supply Points

$\Sigma_I$  is summation over all (if any) relevant DM Supply Point Components comprised in Interruptible Supply Points

and where SPOR, SPC, IT and H have the meanings in paragraph 6.7.3.

6.11.4 The provisions of paragraph 6.10.2(b) shall apply, irrespective of the allocation (including pursuant to paragraphs 1.7.7 or 1.7.8) among Users of the quantity of gas offtaken on any Day at the relevant DM Supply Point Components, on the following basis:

- (a) the quantity 'Y' shall be determined on the basis of the aggregate quantities offtaken at all relevant DM Supply Point Components in excess of the permitted rate or amount in accordance with paragraph 6.11.3;

- (b) all Interruptible Tranches subject to Interruption at all relevant DM Supply Point Components in aggregate shall be ranked as provided in paragraph 6.10.2(c)(i), and the aggregate quantity 'Y' allocated to them as provided in paragraph 6.10.2(c)(ii), to determine (under paragraph 6.10.2(c)(iii)) the Interruptible Tranches which the Registered Users are treated in aggregate as having failed to Interrupt;
- (c) the Registered Users of the Interruptible Supply Points shall be liable for the aggregate amount payable in respect of a Day pursuant to paragraph 6.10.2(b) (as determined in accordance with this paragraph 6.11.4):
  - (i) in the prevailing proportions (if any) notified under paragraph 1.7.13(b);
  - (ii) in the absence of any such notified proportions, in proportion to the Nominated Quantities for the Day in respect of the relevant DM Supply Point Components comprised in the Interruptible Supply Points.

## 6.12 Interruptible LDZ Capacity at LDZ CSEPs

- 6.12.1 Subject to the applicable CSEP Network Exit Provisions and the provisions of any Ancillary Agreement relating to the CSEP, a CSEP User or CSEP Users may designate a tranche or tranches of LDZ Capacity in relation to an LDZ CSEP as interruptible, subject to and in accordance with this paragraph 6.12.
- 6.12.2 In this paragraph 6.12 references to an LDZ CSEP are to an LDZ System Point as referred to in Section A3.3.1 and not to any separate System Exit Point deemed (pursuant to CSEP Network Exit Provisions) to be comprised in such a System Point as provided in Section A3.3.5.
- 6.12.3 For the purposes of this paragraph 6.12, paragraphs 6.1 to 6.10 shall apply, subject to the further provisions of this paragraph 6.12, as if references in those paragraphs:
  - (a) to an LDZ Supply Point were to an LDZ CSEP;
  - (b) to a Supply Meter Point were to an Individual System Exit Point comprised in a CSEP;
  - (c) to DM Supply Point Capacity were to LDZ Capacity;
  - (d) to the Registered User of a Supply Point were to a CSEP User in relation to a CSEP;
  - (e) to a User, in the context of an Interruptible Tranche, were to all of the Interruptible CSEP Users (in accordance with paragraph 6.12.5).
- 6.12.4 Paragraphs 6.1.5, 6.5, 6.6, 6.7.4(b), 6.8.4, 6.10.2(a) and 6.10.4 shall not apply for the purposes of this paragraph 6.12 (but without prejudice to any equivalent provisions of the CSEP Network Exit Provisions and/or any Ancillary Agreement).
- 6.12.5 For the purposes of this paragraph 6.12, in relation to each Interruptible Tranche of LDZ Capacity at an LDZ CSEP for an Interruptible Period:
  - (a) the CSEP User(s) ("**Interruptible CSEP User(s)**") associated with such Interruptible Tranche, and
  - (b) the proportions ("**Interruptible CSEP Proportions**", aggregating one (1)) in which the Interruptible CSEP User(s) have entitlements and liabilities in respect of such Interruptible Tranche

shall be determined in accordance with paragraphs 6.12.6 and 6.12.7.

6.12.6 An Interruption Offer in respect of a CSEP:

- (a) shall specify, in addition to the requirements (construed in accordance with paragraph 6.12.3) in paragraph 6.3.2, in respect of each Interruptible Tranche of LDZ Capacity, the identity of each Interruptible CSEP User and the Interruptible CSEP Proportions (aggregating one (1)) for such CSEP Users;
- (b) shall be submitted by or on behalf of all of the Interruptible CSEP Users.

6.12.7 The identity of the Interruptible CSEP User(s), and/or their respective Interruptible CSEP Proportions (aggregating one (1)), in respect of an Interruptible Tranche of LDZ Capacity at an LDZ CSEP, may be varied from time to time by a notice submitted to the DN Operator submitted by or on behalf of each CSEP User which (prior to such notice) is, or (pursuant to such notice) is to become, an Interruptible CSEP User.

6.12.8 There is no requirement under the Code that (and the DN Operator will not be concerned with whether) the Interruptible CSEP User(s) at an LDZ CSEP hold or continue to hold LDZ Capacity corresponding to their respective Interruptible CSEP Proportions of the Interruptible Tranches.

6.12.9 The amount in aggregate of the Interruptible Tranches at an LDZ CSEP shall not exceed the amount in aggregate of LDZ Capacity held by all of the Interruptible CSEP Users; and paragraph 6.1.6 shall apply on the basis of increases and decreases in the aggregate amounts of LDZ Capacity held by such Interruptible CSEP Users.

6.12.10 For the purposes of paragraphs 6.7.3 and 6.10.2 (as they apply for the purposes of this paragraph 6.12):

- (a) references to the Registered Supply Point Capacity shall be references to the aggregate LDZ Capacity held by all CSEP Users at a CSEP;
- (b) references to the Supply Point Offtake Rate shall be to the maximum aggregate rate of offtake permitted in accordance with the CSEP Network Exit Provisions (as referred to in Section J3.9.2(a)).

6.12.11 The Interruptible CSEP Users shall be entitled to be paid the Interruption Option Price and the Interruption Exercise Price in relation to an Interruptible Tranche severally in their Interruptible CSEP Proportions.

6.12.12 Where on any Day there is a failure to Interrupt at an Interruptible CSEP, irrespective of the identity of the Interruptible CSEP Users in respect of each Interruptible Tranche and of such Users' UDQOs (pursuant to allocation under Section E3.2) for such Day:

- (a) the Interruptible Tranche(s) which the Interruptible CSEP Users are treated as having failed to Interrupt ("**failed tranches**") shall be determined in accordance with paragraph 6.10.2(c)(iii) (construed in accordance with the foregoing provisions of this paragraph 6.12);
- (b) following the determination of such failed tranches, the formula in paragraph 6.10.2(b) shall be applied separately in respect of each such failed tranche (or failed portion), and Z2 shall be the overall interruption price of each such failed tranche;

- (c) in respect of each failed tranche, the Interruptible CSEP Users shall be liable for the amounts so determined severally in their Interruptible CSEP Proportions in respect of that Interruptible Tranche.

## 7 NEW SUPPLY METER POINTS AND OTHER SITEWORKS

### 7.1 General

#### 7.1.1 For the purposes of the Code:

- (a) a **"New Supply Meter Point"** is a new Supply Meter Point;
- (b) **"Siteworks"** means works undertaken by the Transporter at the request of a User or other person in connection with a System for the purposes of:
  - (i) the establishment of a New Supply Meter Point;
  - (ii) enabling an increase in the rate or pressure at or quantities in which it is feasible to make gas available for offtake from the Total System at an existing Supply Meter Point;
  - (iii) modifying or replacing any part of a System located at the Supply Point Premises (but not the Supply Meter Installation at an existing Supply Meter Point);
  - (iv) enabling the Firm Transportation Requirement (in accordance with paragraph 6.3.4) to be satisfied in respect of an Interruptible Supply Point; or
  - (v) furnishing, installing, removing, making operational and/or maintaining Daily Read Equipment;
- (c) Siteworks under paragraph (b)(i) may be:
  - (i) for the construction and/or installation (and connection to a System) by the Transporter of the service pipe or any part thereof (but not the Supply Meter Installation); or
  - (ii) for the purposes of making a connection to a System of any service pipe constructed or installed by any other person (but not the new Supply Meter Installation).
- (d) **"Special Metering Supply Point"** is any Supply Point:
  - (i) comprising a Supply Meter Point in respect of which a Supply Meter Installation is provided and installed by the Transporter; and
  - (ii) such Supply Meter Point:
    - (1) is a Shared Supply Meter Point; or
    - (2) is comprised within a System Exit Point which is subject to a Special Offtake Arrangement; or

- (3) which is comprised in an LDZ Specified Exit Point identified within a Supply Point Nomination in respect of which a Supply Point Registration has occurred; or
- (4) which is comprised in a Notional NTS Connection Point identified within a Supply Point Offer in respect of which a Supply Point Registration has occurred; or
- (iii) such Supply Meter Installation comprises a Supply Meter to which telemetered equipment has been installed in accordance with Section M4.9.1; or
- (iv) which the Transporter and the User at such Supply Point have agreed shall be a Special Metering Supply Point.

7.1.2 In respect of any Siteworks:

- (a) the "**Siteworks Applicant**" is the User or other person who has requested that the Siteworks be undertaken;
- (b) the "**Siteworks Contract**" is the contract between the Transporter and the Siteworks Applicant under which the Transporter is to undertake the Siteworks;
- (c) the "**Completion Date**" is the date of substantial completion (as defined or described in the Siteworks Contract) of the Siteworks;
- (d) the "**Target Completion Date**" means the intended Completion Date of the Siteworks as specified in or determined under the Siteworks Contract;
- (e) "**Connections Work**" is the connection of the service pipe (or any part thereof) for the establishment of a New Supply Meter Point on to the relevant System; and
- (f) "**Meter Fix Date**" is the date which has been notified to the Transporter as the date upon which a Supply Meter has been installed at a New Supply Meter Point.

7.1.3 Where the Siteworks Applicant is a User the Siteworks Contract shall not (unless it expressly provides to the contrary) be an Ancillary Agreement and does not form a part of and is not incorporated into the Code.

7.1.4 Where the Siteworks Applicant is not the Registered User of the relevant Supply Meter Point:

- (a) nothing in the Code shall make the Registered User liable for any payment becoming due under the Siteworks Contract; and
- (b) the Transporter will have no liability to the Registered User in respect of any breach of the Siteworks Contract.

7.1.5 The Registered User of a Supply Meter Point will not be liable for any breach of the Code which results from a breach by the Transporter of a Siteworks Contract relating to that Supply Meter Point.

7.1.6 Notwithstanding paragraph 7.1.1(b)(iii) and (c)(i) and (ii) (which specifically does not include work relating to the Supply Meter Installation) for the purposes of this paragraph 7, "Siteworks" includes works undertaken by the Transporter:

- (a) at the request of a Registered User or other person in connection with the System for the purposes of installing, modifying, removing, or replacing a Supply Meter Installation at a Special Metering Supply Point;
- (b) at the request of the Registered User for the purposes of ceasing or enabling the flow of gas at a Special Metering Supply Point.

7.1.7 The Transporter shall not be obliged to undertake work requested in accordance with paragraph 7.1.6(a) or 7.1.6(b), where the Special Metering Supply Point comprises a Special Metering Supply Point unless by no later than the date of such request the Registered User has notified the Transporter that it has obtained from those Users at such Shared Supply Meter Point their agreement to undertake such work.

## **7.2 Siteworks Terms and Procedures**

7.2.1 The Transporter will from time to time publish Siteworks Terms and Procedures applicable to different types of Siteworks or Siteworks in relation to different Supply Meter Points.

7.2.2 "**Siteworks Terms and Procedures**" means the procedures by which and terms and conditions on and subject to which a User or other person may request the Transporter to provide a quotation (where the price is not published) for and to undertake Siteworks and a Siteworks Contract may be entered into.

7.2.3 Siteworks Terms and Procedures do not form a part of the Code; and (without prejudice to any Legal Requirement applying to the Transporter) nothing in the Code requires the Transporter to undertake any Siteworks or to do so on any particular terms.

7.2.4 The Transporter agrees to give to Users notice:

- (a) of not less than 2 months of any change in published prices of Siteworks; and
- (b) of not less than 3 months of any other change to contract terms contained in Siteworks Terms and Procedures (other than the addition of terms and procedures for a type of Siteworks not previously covered).

## **7.3 New Supply Meter Points**

7.3.1 Where the Transporter has been notified that Connections Work is to be or has been undertaken then on or as soon as reasonably practical after the relevant date (in accordance with paragraph 7.3.2) the Transporter will:

- (a) enter such New Supply Meter Point and the Supply Meter Point Reference Number for the same on to the Supply Point Register; and
- (b) for the purposes of this Section G treat the same as a Supply Meter Point.

7.3.2 For the purposes of paragraph 7.3.1 the relevant date is the date upon which the Transporter has received notice of the (i) allocation of a specific Supply Meter Point Reference Number to a New Supply Meter Point, or (ii) completion of the Connections Work, from the person who has undertaken the same, where received earlier than such allocation notice.

7.3.3 Subject to paragraph 7.3.7, no person shall be entitled to offtake gas from the Total System at a New Supply Meter Point at any time before the First Supply Point Registration Date.



- 7.3.4 For the purposes of the Code, the "**First Supply Point Registration Date**" is the Supply Point Registration Date of the first Supply Point Registration to be made for a Supply Point comprising the New Supply Meter Point.
- 7.3.5 Any User may, at any time after the time at which a New Supply Meter Point was entered in the Supply Point Register, submit a Supply Point Nomination in accordance with paragraph 2.3.1 and (subject to having received a Supply Point Offer) submit a Supply Point Confirmation in respect of a Proposed Supply Point which includes a New Supply Meter Point.
- 7.3.6 Where a User submits
- (a) a Supply Point Nomination in accordance with paragraph 2.3 (in respect of a Larger Supply Point, or a New Smaller Supply Point and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point):
    - (i) the User shall provide to the Transporter the User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Meter Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point;
    - (ii) where there is a DM Supply Point Component comprised in an LDZ Supply Point, the Nominated Supply Point Capacity shall not be less than the User's estimate of the maximum quantity of gas to be offtaken on any Day in the next 12 months on the basis of reasonable assumptions as to weather conditions;
    - (iii) where there is an NDM Supply Point Component, the User shall provide to the Transporter the User's estimate of the value of any variable by reference to which any End User Category (to which such Supply Point Component might belong) is in the relevant Gas Year defined in accordance with Section H; and
    - (iv) the User's estimates under paragraphs (i), (ii) and (iii) shall be made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care;
  - (b) a Supply Point Confirmation in accordance with paragraph 2.6 then the User shall be deemed to have provided User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Meter Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point.
- 7.3.7 In respect of both Smaller and Larger Supply Meter Points:
- (a) where a Supply Point Confirmation (including any subsequent Supply Point Confirmation) in respect of a New Supply Meter Point has been submitted then in the absence of a rejection of such Supply Point Confirmation:
    - (i) where the Meter Fix Date is prior to the date upon which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from:
      - (1) the Meter Fix Date, where such Proposing User is the person that has submitted the Meter Fix Reading as described M3.8.11(a);

- (2) the date such Supply Point Confirmation is submitted, where such Proposing User is not the person that has submitted the Meter Fix Reading as described in M3.8.11(a)

until the Supply Point Registration Date;

- (ii) where the Meter Fix Date is after or upon the date on which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from the Meter Fix Date until the Supply Point Registration Date;
- (b) where the Proposing User is treated as being the Registered User, the Proposing User shall, notwithstanding that there is no Supply Point Registration in respect of the Proposed Supply Point (and irrespective of the Proposed Supply Point Registration Date) be permitted to offtake gas from the Total System at such New Supply Meter Point;
- (c) the quantity of gas (if any) so offtaken on any Day will be counted as an UDQO of the User for the purposes of Code (and in particular the User will be liable to pay any appropriate Transportation Charges in relation thereto);
- (d) for the purposes of the first NDM Reconciliation the quantity of gas (if any) so offtaken will be counted as part of the Reconciliation Quantity (for which purposes a quantity of zero shall be assumed to have been offtaken); and accordingly the User will be liable to pay Reconciliation Clearing charges and Reconciliation Transportation Charge Adjustments in respect of the quantity of gas (if any) so offtaken; and
- (e) where any Supply Point Confirmation (including any subsequent Confirmation) has been rejected by the Transporter then the Proposing User whose Supply Point Confirmation has been rejected shall promptly take steps to ensure gas is not offtaken at the New Supply Meter Point.

## **7.4 Siteworks Specified Capacity, etc**

7.4.1 The Siteworks Terms and Procedures allow for the Siteworks Contract to specify (at the request of the Siteworks Applicant):

- (a) a Supply Point or (without prejudice to the requirements of this Section G for submission of a Supply Point Nomination and/or Supply Point Confirmation) a Proposed Supply Point, or a Supply Point Component, in which the Supply Meter Point or New Supply Meter Point subject to the request for Siteworks is or is to be comprised; and
- (b) in relation to such Supply Point or Supply Point Component:
- (i) in the case of a DM Supply Point Component comprised in an LDZ Supply Point, an amount of Supply Point Capacity and/or a Supply Point Offtake Rate (but without prejudice to the requirement subsequently to apply therefor);
- (ii) in the case of an NDM Supply Point Component, a threshold rate increase (in accordance with paragraph 5.6.3(b));
- (iii) a request that the Firm Transportation Requirement be satisfied in respect of an amount of Interruptible Supply Point Capacity

following such Siteworks.

7.4.2 For the purposes of this Section G, in respect of any Siteworks a Supply Point Component, Supply Point Capacity, Supply Point Offtake Rate, threshold rate increase or Firm Transportation Requirement (as the case may be) is "**Siteworks Specified**" where it is specified in a Siteworks Contract as described in paragraph 7.4.1.

7.4.3 Where in respect of an LDZ Supply Point:

- (a) a User submits (in accordance with paragraph 2.3), not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph) with the Siteworks Applicant, a Supply Point Nomination in respect of a Proposed Supply Point which includes a Siteworks Specified Supply Point Component which includes a New Supply Meter Point;
- (b) the Nominated Supply Point Capacity or Nominated Supply Point Offtake Rate does not exceed the Siteworks Specified Supply Point Capacity or Supply Point Offtake Rate

the Offered Supply Point Capacity or Supply Point Offtake Rate (in respect of the DM Supply Point Component) under a Supply Point Offer will be equal to the Nominated Supply Point Capacity or (as the case may be) Supply Point Offtake Rate.

7.4.4 In the case of an LDZ Supply Point where a User applies, not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.4) with the Siteworks Applicant, for increased Supply Point Capacity or an increased Supply Point Offtake Rate (in accordance with paragraph 5) at a Siteworks Specified Supply Point Component, which does not exceed the Siteworks Specified Supply Point Capacity or (as the case may be) Supply Point Offtake Rate, the Transporter will (subject to the provisions of the Code) accept such application.

7.4.5 Where a User notifies (in accordance with paragraph 5.6.5(a)), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.5) with the Siteworks Applicant, a threshold rate increase of not more than the Siteworks Specified threshold rate increase, the Transporter will give to the User the notification described in accordance with paragraph 5.6.5(b)(ii).

7.4.6 Where a User requests (in accordance with paragraph 6.5), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.6) with the Siteworks Applicant, that Siteworks Specified Interruptible Supply Point Capacity be redesignated Firm in accordance with the Siteworks Specified Firm Transportation Requirement, the Transporter will accept such request.

7.4.7 A Siteworks Applicant may (subject to the Siteworks Terms and Procedures) request any Siteworks without at the same time requesting Siteworks for any reinforcement of a System that may be required to make it feasible to make gas available for offtake at any relevant Supply Meter Point; and accordingly, except to the extent expressly provided in this paragraph 7.4, the fact that the Transporter has entered into a Siteworks Contract or undertaken any Siteworks (for a New Supply Meter Point or otherwise) shall not commit the Transporter to accept a Supply Point Nomination or Supply Point Confirmation for any particular Nominated Supply Point Capacity or Supply Point Offtake Rate, nor any application for Supply Point Capacity or Supply Point Offtake Rate, or an increase therein, made by any User at any DM Supply Point Component nor a notification by any User of any particular threshold rate increase at any NDM Supply Point Component.

## 7.5 Undertaking Siteworks

- 7.5.1 The Transporter will not be in breach of its obligation to make gas available for offtake at a Supply Meter Point where or to the extent that its ability to do so is impaired by reason of its carrying out any Siteworks in respect of that Supply Meter Point.
- 7.5.2 Where the Transporter carries out Siteworks at a Supply Meter Point comprised in a Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 therms), and the Siteworks Applicant is not the Registered User, the Transporter will, unless the Siteworks Applicant has requested the Transporter not to do so, notify the Registered User of the Siteworks where practicable before and in any event promptly upon completing such Siteworks.

## **ANNEX G-1**

### **REVISIONS TO SUPPLY POINT REGISTER NOT REQUIRING RECONFIRMATION**

1. Subject to paragraph 2, the following revisions may be made (where and in the manner otherwise permitted under the Code) to the Supply Point Register without a Supply Point Reconfirmation by the Registered User:
  - (i) change in Supply Point Capacity;
  - (ii) change in Supply Point Offtake Rate;
  - (iii) change in Meter Reading Frequency;
  - (iv) change of Meter Reader;
  - (v) change in User emergency contacts;
  - (vi) change in User contacts' details for Interruptible Supply Points;
  - (vii) change in any details maintained pursuant to Standard Special Condition A50(8)(e) of the Transporter's Licence;
  - (viii) Isolation of a Supply Meter Point;

- (ix) reconnection of a Supply Meter Point;
  - (x) change in supplier where there is no change of Registered User in respect of a Supply Point;
  - (xi) change in the Market Sector Code.
2. The revisions in items (i) and (ii) in paragraph 1 require a Supply Point Reconfirmation where such revisions are made following Siteworks.



**ANNEX G-2**

**MANDATORY ALLOCATION AGENCY TERMS**

**THIS AGREEMENT** is made on [ ]

**BETWEEN**

- (1) the persons whose names and addresses are set out in Part 1 of the Schedule hereto (the "**Shippers**"); and
- (2) the person whose name and address are set out in Part 2 of the Schedule hereto (the "**Consumer**").

**WHEREAS**

- A The Consumer is or is to be supplied with gas at the Premises by each of the persons named in Part 3 of the Schedule.
- B The Shippers are or will be Sharing Registered Users in respect of the Supply Meter Point(s) and wish to appoint the Consumer as Sharing Registered User Agent.

**IT IS AGREED** as follows:

**1. Definitions**

In this Agreement:

**"Supply Contract"** means, in relation to each Supplier, the contract between the Consumer and that Supplier for the supply of gas at the Premises, as from time to time in force;

**"Premises"** means the premises specified in Part 4 of the Schedule hereto;

**"Proper Quantity"** means, in relation to any Shipper, a quantity of gas which is:

- (a) not more than what the relevant Supplier was obliged to deliver and the Consumer was entitled to take; and
- (b) not less than what the Consumer was obliged to take and the relevant Supplier was entitled to deliver

at the Premises on any Day pursuant to the relevant Supply Contract (having regard to all nominations or other notices given or other things done by or on behalf of the Consumer or the relevant Supplier pursuant to and in accordance with that contract on that or any previous Day);

**"relevant Supplier"** means in relation to any Shipper, the Supplier (whether or not being such Shipper itself) which supplies or is to supply to the Consumer gas offtaken from the Total System by such Shipper at the Supply Meter Point(s);

**"Supplier"** means a person specified in Part 3 of the Schedule (whether or not being a User) supplying gas to the Consumer at the Premises;



**"Supply Meter Point(s)"** means the Supply Meter Point or Points (at the Premises) specified in Part 5 of the Schedule hereto;

**"the Transporter"** means [ ].

Words and expressions defined in the Uniform Network Code and not otherwise defined herein shall have the meanings ascribed thereto in the Uniform Network Code, and references to Sections are to Sections of the Transportation Principal Document.

## **2. Duration**

This Agreement shall become effective at 06:00 hours on the date specified in Part 6 of the Schedule and shall continue in force until and unless terminated by agreement of all of the Shippers.

## **3. Appointment and undertakings of User Agent**

3.1 At the request of the Consumer, the Shippers hereby appoint the Consumer, and the Consumer agrees to act as Sharing Registered User Agent for the purposes of TPD Section G1.7.

3.2 The Consumer undertakes to each Shipper, in relation to each Day while this Agreement is in force:

- (a) that the Consumer (as Sharing Registered User Agent) will notify to the Transporter, in accordance with the requirements of TPD Section G1.7 and the Shared Supply Meter Point Procedures, an allocation (and where so required a revised allocation) between the Shippers of the Supply Meter Point Daily Quantity Offtaken in respect of the Supply Meter Point(s); and
- (b) that the allocation so notified will be such that:
  - (i) TPD Section G1.7.9(b) applies;
  - (ii) the quantity of gas allocated to each Shipper is a Proper Quantity; and
- (c) where any Supplier is a Qualifying Supplier, that the Consumer will not take gas from a Supplier other than a Qualifying Supplier where the quantity of gas which the Consumer takes (by way of supply at the Premises) from any Qualifying Supplier is less than the maximum quantity which the Consumer was entitled, after taking account of any interruption requirement (and any unwillingness of a Qualifying Supplier to supply gas) in relation to the relevant Day, so to take on the Day from such Qualifying Supplier.

3.3 The Consumer undertakes to each Shipper to indemnify the Shipper against:

- (a) any loss (including without limitation by reason of any System Price differing from the price payable to it by the relevant Supplier), liability or damage incurred, by reason of the operation of the Code, by the Shipper;
- (b) where the Shipper is not the relevant Supplier, any liability of the Shipper to the relevant Supplier pursuant to the arrangements from time to time in force between the Shipper and the relevant Supplier

as a result (in either case) of any failure of the Consumer to comply with 3.2.

- 3.4 Where any Shipper is the relevant Supplier, nothing in this Agreement shall affect or prejudice the Supply Contract or any rights or obligations of the Shipper or Consumer thereunder; and in particular the Shipper shall not be taken, by reason of entering into this Agreement, to have assented to or waived any claim relating to the entering by the Consumer into any other Supply Contract.
- 3.5 The Consumer shall make no charge to any Shippers in respect of its services as Sharing Registered User Agent hereunder, and shall reimburse to each Shipper any amounts which the Shipper is liable to pay to the Transporter pursuant to TPD Section G1.7.18 by virtue of the Supply Meter Point being a Shared Supply Meter Point.
- 3.6 For the purposes of paragraph 3.2(c):
- (a) an **"interruption requirement"** is a requirement, imposed on the consumer by a Qualifying Supplier pursuant to any term of the relevant Supply Contract to limit the quantity of gas taken or not to take gas on a Day;
  - (b) a **"Qualifying Supplier"** is a Supplier whose Supply Contract came into force before 1st January 1998 and who was supplying gas to the Consumer at the Premises pursuant to its Supply Contract before the effective date specified in part 6 of the Schedule.

#### 4. Miscellaneous

- 4.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.2 (a) No waiver by any Shipper or the Consumer of any default or defaults by another Shipper or the Consumer in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.
- (b) No failure or delay by any Shipper or the Consumer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single partial exercise by such Shipper or the Consumer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.3 This Agreement shall be governed by and construed in all respects in accordance with English law and the Shippers and the Consumer agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 4.4 This Agreement constitutes the entire agreement and understanding between the Shippers and the Consumer in relation to the Shared Supply Meter Point and no Shipper nor the Consumer has relied on any warranty or representation of the other except as expressly stated or referred to in this Agreement.
- 4.5 (a) Any notice to be given under this Agreement shall be in writing and shall be duly given if signed by or on behalf of a person duly authorised to do so by the person giving the notice and delivered by hand at, or by sending it by first class post or by facsimile transmission to the relevant address, or facsimile number set out in Part 1 of the Schedule hereto in the case of the Shippers, and Part 2 of the Schedule hereto, in the case of the Consumer.

- (b) Any Shipper and the Consumer shall be entitled to amend in any respect the particulars which relate to it and which are set out in Parts 1 and 2 of the Schedule hereto by notice to the other Shippers and the Consumer.
- (c) Any such notice given as aforesaid shall be deemed to have been given or received:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile, upon transmission acknowledged by a correct transmission slip at the end of the message; and
  - (iii) if sent by post, 48 hours after posting.

**IN WITNESS WHEREOF** the parties have entered into this Agreement as of the day and year first above written

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAMES OF SHIPPERS]***

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAME OF THE  
CONSUMER]***

**SCHEDULE**

**Part 1 - the Shippers**

*[Names and addresses]*

**Part 2 - the Consumer**

*[Name and address]*

**Part 3 - the Suppliers**

*[Names]*

**Part 4 - the Premises**

*[Address]*

**Part 5 - the Supply Meter Point(s)**

Supply Meter Point Reference Number:

**Part 6 - effective date**

*[Date]*



**ANNEX G-3**

**Prospective Erroneous Large AQ Calculation Proforma  
for use only where there has been a change of supplier and no meter readings are  
available and the AQ value is incorrect  
(Domestic Premises above 293,000 kWh use only)**

Shipper:		Premise Address:					
M Number:							
Meter Serial Number:							
Property Type:		Flat / Terrace / Semi Detached / Detached / Bungalow					
Number of Bedrooms:		1 / 2 / 3 / 4 / 5 / 6					
Is Gas Central Heating used?		YES / NO					
Additional equipment or extension to the property, e.g. swimming pool, annex (please state)							
<b>Estimated Average annual gas consumption for Domestic Premises in the UK</b>							
Band	House Type	South SW, NT, WS, SO (92%)		Average WN, SE, NW, EA, EM, WM, NE (0%)		North NO, SC (108%)	
		AQ (kWh)	TPA	AQ (kWh)	TPA	AQ (kWh)	TPA
A	1 Bed	8,815	301	9,585	327	10,127	346
B	2BF, 2BT	10,639	363	11,270	385	11,659	398
C	2BS, 2BD, 3BT, 3BF	13,120	448	13,530	462	14,255	486
D	3BS, 2BB	14,348	490	14,611	499	15,871	542
E	3BD, 3BB	16,180	552	17,303	590	19,758	674
F	4BD, 4BT 4BS, 4BB	19,823	676	21,195	723	22,690	774
G	5BD, 5BS 6BD	28,077	958	30,035	1,025	31,176	1,064
Previous Suppliers Last Read & Date							
Change of Supplier Opening Read & Date							
Estimated Annual Quantity:		KWh					
Shipper Representative:							
Shipper Signature:							
Date:							

N.B. INCORRECT OR INSUFFICIENT INFORMATION CAN RESULT IN REJECTION

**Transition Document TPD Section E10**

1. It is acknowledged that the steps (including appointment of AUG Expert, establishing AUG Methodology and establishing AUG Table) first required under TPD Sections E10.2 and E10.4 will not be completed by 1 April 2011.
2. Therefore, for each twelve month period commencing on 01 April 2011 up to but not including 1 April next following the first occasion on which the Committee establishes and adopts an AUG Table as provided in TPD Section E10.4.3(g), TPD Section E10.4.4(a) shall not apply and there shall be deemed to be an AUG Table for the purposes of TPD Section E10.5 in which:
  - (a) there is only one Unidentified Gas Source;
  - (b) for that Unidentified Gas Source, the Unidentified Gas Quantity is:
    - (i) for Larger DM SPCs, zero;
    - (ii) for Larger NDM SPCs, defined (in relation to a Reconciliation Billing Period) as follows:
 
$$UGC_{SPC} = \text{£}2,750,000 / (\text{TDSAP}_m * 12);$$
    - (iii) for Smaller SPCs, defined as the negative of the amount in (b)(ii) above;

and TPD Section E10.5 shall be given effect accordingly.
3. For the purposes of TPD Section 10:
  - (a) In addition and separate to the establishment and adoption of a deemed AUG Table as set out in paragraph 2 above, for the avoidance of doubt, the first AUG Table to be adopted and published by the Committee as provided in TPD Section E10.4.3(h) shall apply (notwithstanding TPD Section E10.5.4) for the purposes of TPD Section E10.5 in relation to:
    - (i) the AUG Year commencing 01 April next following the adoption of such AUG Table, and
    - (ii) each prior AUG Year commencing with the first AUG Year;
  - (b) as soon as reasonably practicable following the adoption of such AUG Table, the net aggregate amount of the User Unidentified Gas Amounts for each User and for all Reconciliation Billing Periods in each prior AUG Year (as referred to in paragraph (a)(ii) above) shall be paid (by or to the User, as provided in TPD Section E10.5.3), and shall be invoiced and payable in accordance with TPD Section S, as a single net aggregate payment, in satisfaction of TPD Section E10.5.3, (in addition to any payment made pursuant to any such deemed AUG Table as provided for in paragraph 2 above) without interest in respect of the period prior to the due date of the relevant invoice.

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IID – FLEXIBILITY BIDDING****1 GENERAL**

- 1.1.1 The provisions of this Part IID constitute a Contingency Balancing Arrangement and may have effect in accordance with TPD Section D2.4 from the time specified by National Gas Transmission in a notice given to Users pursuant to TPD Section D2.4.
- 1.1.2 References in this Part IID to Users exclude Trader Users.

**2 FLEXIBILITY BIDDING****2.1 Flexibility Bid**

- 2.1.1 For the purpose of this Part IID, a "**Flexibility Bid**" is an offer by a User (a "**Bidding User**"):
- (a) to sell gas to National Gas Transmission on a Day at the Bid Price by delivering or increasing deliveries of gas to the Total System at a System Entry Point (a "**System Entry Buy**") or by reducing the offtake of gas from the Total System at a Flexibility Eligible System Exit Point (a "**System Exit Buy**"); or
  - (b) to buy gas from National Gas Transmission on a Day at the Bid Price by offtaking or increasing the offtake of gas from the Total System at a Flexibility Eligible System Exit Point (a "**System Exit Sell**") or by reducing deliveries of gas to the Total System at a System Entry Point (a "**System Entry Sell**")

and in each case to modify the gas flow rate and to be deemed to make a Nomination or Renomination accordingly.

- 2.1.2 For the purpose of this Part IID a "**System Sell**" is a System Entry Sell or a System Exit Sell and a "**System Buy**" is a System Entry Buy or a System Exit Buy.
- 2.1.3 For the purpose of paragraph 2.1.1 a "**Flexibility Eligible System Exit Point**" is any System Exit Point other than an NDM Supply Point, DMA Supply Point or SDMC(I) Supply Point or relevant Connected System Exit Point.

**2.2 Bidding requirements**

- 2.2.1 A User may at any time commencing 30 Days before the Gas Flow Day until 04:00 hours on the Gas Flow Day make a Flexibility Bid by submitting to National Gas Transmission a notice ("**Flexibility Bid Notice**"), subject to and in accordance with this paragraph 2.
- 2.2.2 A Flexibility Bid Notice shall specify:
- (a) the identity of the Bidding User;
  - (b) the Day or (in accordance with paragraph 2.4.1(b)) Days for which the bid or bids are made;
  - (c) whether the bid is for a System Entry Buy, System Entry Sell, System Entry Exit;
  - (d) the Bid Entry Point or Bid Exit Point;
  - (e) the maximum and the minimum quantity of gas (which may be the same) for which



the bid is made, or (in accordance with paragraph 2.4.1(a)) alternative maximum and minimum quantities:

- (f) in the case of a System Entry Buy, an estimate of either:
  - (i) the calorific value; or
  - (ii) the volume of the maximum quantity within the quantity range, of the Flexibility Gas;
- (g) the flexibility lead time or (in accordance with paragraph 2.4.1(a)) alternative flexibility lead times;
- (h) the maximum and minimum Flexibility Flow Rate Changes (which may be the same) for which the bid is made, or (in accordance with paragraph 2.4.1(a)) alternative maximum and minimum such changes; and
- (i) the Bid Price, or (in accordance with paragraph 2.4.1(a)) alternative Bid Prices.

2.2.3 A Flexibility Bid may not be made subject to any condition (other than one expressly provided for in this Part IID) and National Gas Transmission may at its option accept (notwithstanding any purported condition other than one so provided for) or disregard a Flexibility Bid which purports to be so conditional.

2.2.4 A Flexibility Bid Notice may not be amended (but a User may withdraw such a notice and submit a further notice in accordance with this Part IID).

2.2.5 In accordance with paragraph 5.2 a User may make a Flexibility Bid without holding System Capacity at the Bid System Point.

### **2.3 Bid restrictions**

2.3.1 A Flexibility Bid for a System Entry Buy or System Entry Sell may not be made for a minimum Flexibility Flow Rate Change of less than 0.05 MCM/Day.

2.3.2 A User may not have outstanding for any Day more than two Flexibility Bids for System Entry Buys nor more than two Flexibility Bids for System Entry Sells for which the minimum Flexibility Flow Rate Change is less than 0.5 MCM/Day.

2.3.3 There is no limit on the number of Flexibility Bids which a User may have outstanding for System Entry Buys or System Entry Sells for which the minimum Flexibility Flow Rate Change is not less than 0.5 MCM/Day.

2.3.4 A User may not have outstanding for any Day more than the relevant number of Flexibility Bids for a System Exit Buy nor more than the relevant number of Flexibility Bids for a System Exit Sell in respect of any Flexibility Eligible System Exit Point, where the relevant number is four in the case of a VLDMC Supply Point and one in the case of any other Flexibility Eligible System Exit Point.

2.3.5 For the purpose of this paragraph 2.3:

- (a) a Flexibility Bid is outstanding for a Day where and for so long as it has been made by a User and not withdrawn under paragraph 2.7 or accepted under paragraph 3.0;
- (b) a flexibility option bid under paragraph 2.4.1(a) counts as one bid notwithstanding the number of bid alternatives thereunder.

2.3.6 Where a User makes a Flexibility Bid, the condition in paragraph 3.4.2 must be capable of being satisfied (assuming acceptance of the Flexibility Bid at the time the bid is made, and taking account of the Flexibility Effective Time) for all quantities within the quantity range, all Flexibility Flow Rate Changes within the Flow Rate Change Range, and in the case of a flexibility option bid (in accordance with paragraph 2.4.1(a)) for all options.

## 2.4 Options for Flexibility Bidding

2.4.1 A User submitting a Flexibility Bid Notice may:

- (a) subject to paragraph 2.4.2 designate the Flexibility Bid as a "**flexibility option bid**", in which case the Flexibility Bid Notice shall specify alternative combinations (each one a "**bid alternative**") of quantity ranges, flexibility lead times, Flow Rate Changes Ranges, and Bid Prices for which the bid is made; and/or
- (b) where the Flexibility Bid Notice contains a Flexibility Bid for a System Entry Buy or System Exit Sell, specify a number of consecutive Days for which the Flexibility Bid Notice is submitted and designate the notice as made either:
  - (i) under this paragraph (i), in which case the Flexibility Bid may be accepted by National Gas Transmission for any one but only one of the specified Days;
  - (ii) under this paragraph (ii), in which case the Flexibility Bid Notice shall contain identical bids for each of the specified Days and may be accepted by National Gas Transmission for all or any one or more of the specified Days

without prejudice to paragraphs 2.3.5(b) and 2.4.3, each of the bid alternatives within a flexibility option bid shall be treated as a separate Flexibility Bid.

2.4.2 For the purposes of paragraph 2.4.1(a), a User may not in a flexibility option bid specify more than:

- (a) in the case of a System Entry Point or VLDMC Supply Point, 3 bid alternatives;
- (b) in the case of any other Flexibility Eligible System Exit Point, 2 bid alternatives.

2.4.3 Where a User submits a flexibility option bid:

- (a) National Gas Transmission may accept the Flexibility Bid for any one of the bid alternatives;
- (b) acceptance by National Gas Transmission of the Flexibility Bid for one of the bid alternatives shall extinguish the Flexibility Bid (but where the Flexibility Bid Notice is made under paragraph 2.4.1(b)(ii), only for the relevant Day) as to the remaining bid alternatives.

2.4.4 Acceptance by National Gas Transmission of a Flexibility Bid for a quantity less than the maximum within the quantity range shall extinguish the Flexibility Bid as to the remaining quantity.

## 2.5 Turn-down bids

2.5.1 Where a User makes a Flexibility Bid for a System Entry Sell or a System Exit Buy, the bid shall not be valid until and unless:

- (a) in the case of a System Entry Sell, the Bidding User makes an Input Nomination for

the Gas Flow Day at the Bid Entry Point;

- (b) in the case of a System Exit Buy, the Bidding User makes an Output Nomination for the Gas Flow Day at the Bid Exit Point

in either case for which the Implied Nomination Flow Rate is not less than the maximum Flexibility Flow Rate Change.

- 2.5.2 Where, at a time at which a Flexibility Bid under paragraph 2.5.1 is or has become valid (in accordance with that paragraph) but not been accepted, the Bidding User makes a Renomination in respect of the Bid System Point following which the Implied Nomination Flow Rate is less than the maximum Flexibility Flow Rate Change, the bid shall remain valid but for a maximum Flexibility Flow Rate Change equal to the Implied Nomination Flow Rate (or cease to be valid if the minimum Flexibility Flow Rate Change exceeds the Implied Nomination Flow Rate).
- 2.5.3 During a Bid Evaluation Period or where a Flexibility Bid within paragraph 2.5.1 has been accepted, the Bidding User may not make a Renomination in respect of the Bid System Point as a result of which the Implied Nomination Flow Rate would be less than (as the case may be) the maximum Flexibility Flow Rate Change or the amount determined as the Flexibility Quantity divided by the period (in hours) from the Flexibility Effective Time to the end of the Gas Flow Day.

## **2.6 Negative Bid Price**

- 2.6.1 A Flexibility Bid may specify a negative Bid Price, which represents:
  - (a) in the case of a System Buy, an amount that the User is willing to pay in order to increase its deliveries of gas to the Total System or (as the case may be) to reduce its offtake of gas from the Total System at the Bid System Point; and
  - (b) in the case of a System Sell, an amount that the User wishes to be paid in order to reduce its deliveries of gas to the Total System or (as the case may be) to increase its offtake of gas from the Total System at the Bid System Point.
- 2.6.2 For the purpose of paragraph 3.2.3(a), in the case of a System Buy a Flexibility Bid with a negative Bid Price will rank higher, and in the case of a System Sell a Flexibility Bid with a negative Bid Price will rank lower, than (in either case) a Flexibility Bid with a positive Bid Price.
- 2.6.3 For the purposes of paragraph 4.3, where a Flexibility Bid with a negative Bid Price is accepted, payment of the Flexibility Charge will be made by the seller and not the buyer.

## **2.7 Withdrawal of Flexibility Bid**

- 2.7.1 A User may withdraw a Flexibility Bid which has not been accepted by National Gas Transmission, subject to and in accordance with this paragraph 2.7.
- 2.7.2 The User shall submit a notice ("**bid withdrawal notice**") specifying:
  - (a) the identity of the User; and
  - (b) the Flexibility Bid Notice in respect of the Flexibility Bid(s) to be withdrawn.
- 2.7.3 A Flexibility Bid may not be withdrawn during a Bid Evaluation Period and if a User submits a bid withdrawal notice during a Bid Evaluation Period:

- (a) National Gas Transmission will notify the User that a Bid Evaluation Period is current;
- (b) the bid withdrawal notice shall be of no effect and (without prejudice to any further bid withdrawal notice submitted after the end of the Bid Evaluation Period) the Flexibility Bid Notice shall remain in force and the Flexibility Bid thereunder may be accepted (in accordance with paragraph 3) by National Gas Transmission.

2.7.4 A bid withdrawal notice may not be withdrawn nor made conditional.

2.7.5 Subject to paragraph 2.7.3 the bid withdrawal notice shall be effective when submitted and the Flexibility Bid Notice (and the Flexibility Bid(s) thereunder, including in the case of a Flexibility Bid Notice under paragraph 2.4.1(b)(ii) the Flexibility Bid for the subsequent Days) shall be withdrawn upon submission of the bid withdrawal notice.

## 2.8 Definitions

For the purpose of this Part IID, in relation to a Flexibility Bid:

- (a) "**Flexibility Gas**" is gas the subject of the Flexibility Bid;
- (b) the "**Bid Price**" is the price (in pence/kWh) specified by a Bidding User for the Flexibility Bid;
- (c) "**flexibility lead time**" is the period of time required by the User after acceptance by National Gas Transmission of the Flexibility Bid before the User will modify the gas flow rate at the Bid System Point;
- (d) "**Flexibility Flow Rate Change**" is:
  - (i) where no earlier Nomination was made in respect of the Bid System Point, the rate (in MCM/Day) at which Flexibility Gas is to be delivered or offtaken;
  - (ii) where an earlier Nomination was made in respect of the Bid System Point, the amount (in MCM/Day) by which the gas flow rate is to be increased or (as the case may be) decreased in respect of Flexibility Gas;
- (e) the "**Bid Entry Point**" or "**Bid Exit Point**" is the System Entry Point or System Exit Point at which the gas flow rate is to be modified; and the "**Bid System Point**" is the Bid Entry Point or Bid Exit Point;
- (f) the "**quantity range**" is the range of quantities defined by the maximum and minimum quantities specified in the Flexibility Bid Notice; and
- (g) the "**Flow Rate Change Range**" is the range of Flexibility Flow Rate Changes defined by the maximum and minimum such changes specified in the Flexibility Bid Notice.

## 2.9 Bid Information

2.9.1 Users will have access each Day by means of UK Link to the following details in respect of Flexibility Bids which are outstanding for that and any subsequent Day or which have been accepted for that Day; the details (for each bid alternative, in the case of a flexibility option bid) under sub-paragraphs (c), (d), (e), (h) and (i) of paragraph 2.2.2 (but only the maximum values as respects sub-paragraphs (e) and (h)).

2.9.2 The identity of Bidding Users will not be disclosed to Users pursuant to paragraph 2.9.1.

### 3. ACCEPTANCE OF FLEXIBILITY BIDS

#### 3.1 Acceptance

3.1.1 With effect from the Renomination Start Time and throughout the Gas Flow Day National Gas Transmission may (in accordance with this paragraph 3) accept Flexibility Bids made for the Gas Flow Day for such quantities of Flexibility Gas as it from time to time requires for purposes of Operational Balancing.

3.1.2 For avoidance of doubt National Gas Transmission may at different times, or at the same times at different Bid Entry Points or Bid Exit Points, accept Flexibility Bids for System Sells and System Buys for the same Day.

#### 3.2 Bid evaluation and selection

3.2.1 Where for the purposes of Operational Balancing National Gas Transmission intends to accept Flexibility Bid(s), National Gas Transmission will:

- (a) initiate a Bid Evaluation Period;
- (b) determine which Flexibility Bids are Available in accordance with paragraph 3.2.2;
- (c) rank the Available Flexibility Bids in accordance with paragraph 3.2.3; and
- (d) review and select for acceptance Available Flexibility Bids in accordance with paragraph 3.2.4.

3.2.2 For the purposes of this Part IID a Flexibility Bid is "**Available**" where:

- (a) the Flexibility Bid was made, and in the case of a Flexibility Bid within paragraph 2.5.1 has become and remains valid in accordance with that paragraph, before the start of the Bid Evaluation Period, and is capable of acceptance in accordance with paragraph 3.4; and
- (b) the operational balancing quantity is not less than:
  - (i) the minimum quantity in the quantity range under the Flexibility Bid: nor
  - (ii) the product of the minimum Flexibility Flow Rate Change (expressed in kWh/hour) and the period in hours from the expiry (after the time at which the bid would be accepted, and taking into account paragraph 4.1.2(d)) of the flexibility lead time until the end of the Gas Flow Day.

3.2.3 Subject to paragraph 3.2.6, Available Flexibility Bids will be ranked:

- (a) in order of price, the highest ranking being the Flexibility Bid:
  - (i) in the case of a System Sell, for which the Bid Price is highest;
  - (ii) in the case of a System Buy, for which the Bid Price is lowest;
- (b) where two or more Available Flexibility Bids have the same Bid Price, in order of their respective flexibility lead times, the bid with the shortest flexibility lead time being ranked highest among such bids;

- (c) where two or more Available Flexibility Bids have the same Bid Price and flexibility lead time, in the order in which they were made, the earliest made being ranked highest among such bids.
- 3.2.4 National Gas Transmission will, in respect of each ranked Available Flexibility Bid, sequentially in the order ranked (starting with the highest ranking), review such bid to determine whether, having regard to the factors in paragraph 3.2.5, such bid is operationally suitable for acceptance (for the purposes of Operational Balancing), until National Gas Transmission has determined to accept Flexibility Bids in aggregate for approximately the operational balancing quantity, whereupon it will accept the Flexibility Bids so determined.
- 3.2.5 The facts referred to in paragraph 3.2.4 are:
- (a) the quantity range, Flow Rate Change Range, Bid System Point, flexibility lead time (taking into account paragraph 4.1.2(d)), and (in the case of a System Entry Point) estimated calorific value or volume of the maximum quantity of Flexibility Gas, of the Flexibility Bid under review;
- (b) the nature and urgency of the Operational Balancing Requirement, and any prevailing Transportation Constraints;
- (c) the extent to which (as compared with any other Flexibility Bid) acceptance of the Flexibility Bid would be likely to give rise to a subsequent Operational Balancing Requirement as described in paragraph 1.2.2; and
- (d) such other consideration as National Gas Transmission may reasonably determine in the circumstances to be relevant for the purposes of Operational Balancing.
- 3.2.6 National Gas Transmission may elect, before ranking Available Flexibility Bids under paragraph 3.2.3, to exclude Flexibility Bids which (on the basis of any one or more of the factors referred to in paragraph 3.2.5) are not operationally suitable for acceptance.
- 3.2.7 National Gas Transmission will secure that the Bid Evaluation Period is not longer than is reasonably necessary in the circumstances to enable National Gas Transmission properly to carry out the actions described in this paragraph 3.2.
- 3.2.8 For the purposes of this Part IID:
- (a) the "**Bid Evaluation Period**" is a period in which, where National Gas Transmission intends to accept Flexibility Bids, it evaluates and accepts Flexibility Bids in accordance with this paragraph 3.2;
- (b) the "**operational balancing quantity**" is the quantity of gas required for Operational Balancing purposes.
- 3.2.9 National Gas Transmission will maintain records (which for the avoidance of doubt will not be available to Users) which will include the times at which and reasons for which it initiates Bid Evaluation Periods, the times at which Bid Evaluation Periods are closed and the reasons for which it accepts Flexibility Bids.

### **3.3 Acceptance procedure**

- 3.3.1 A Flexibility Bid shall be accepted where National Gas Transmission gives notice of acceptance to the Bidding User.
- 3.3.2 Notice of acceptance by National Gas Transmission of a Flexibility Bid shall specify:

- (a) the Flexibility Bid Notice;
- (b) the quantity (within the quantity range) and Flexibility Flow Rate Change for which the bid is accepted;
- (c) where the bid was a flexibility option bid, the bid alternative for which the bid is accepted; and
- (d) where the Flexibility Bid Notice was made under paragraph 2.4.1(b), the Day for which the bid is accepted.

3.3.3 Where National Gas Transmission accepts a Flexibility Bid, National Gas Transmission will (but without prejudice to the effectiveness of such acceptance) give such further notice of acceptance to the Bidding User by Active Notification Communication.

### **3.4 Restrictions on acceptance**

3.4.1 National Gas Transmission shall not accept a Flexibility Bid at a time, and/or for a quantity or flexibility lead time, where as a result the condition in paragraph 3.4.2 would not be satisfied.

3.4.2 The condition referred to in paragraph 3.4.1 is that:

- (a) the Flexibility Flow Rate Change for which the Flexibility Bid is accepted lies within the Flow Rate Change Range; and
- (b) the quantity for which the Flexibility Bid is accepted is not greater than the product of the accepted Flexibility Flow Rate Change and the period (in hours) from the Flexibility Effective Time until the end of the Gas Flow Day.

## **4 FLEXIBILITY QUANTITY AND CONTRACT**

### **4.1 Effect of acceptance**

4.1.1 Where (in accordance with paragraph 3.3) National Gas Transmission accepts a Flexibility Bid:

- (a) the Flexibility Quantity shall be deemed to be sold and purchased pursuant to a System Clearing Contract;
- (b) the Flexibility Quantity shall be taken into account in the determination of the User's Daily Imbalance in accordance with TPD Section E5.1;
- (c) the Bidding User shall be deemed to have made a Renomination in respect of the Bid System Point in accordance with paragraph 4.2.

4.1.2 For the purposes of this Part IID, in relation to an accepted Flexibility Bid:

- (a) the "**Accepted Price**" is the Bid Price or (in the case of a flexibility option bid) the Bid Price for which the bid was accepted;
- (b) the "**Flexibility Quantity**" is the quantity of gas for which the bid was accepted;
- (c) the "**Flexibility Charge**" is the Flexibility Quantity multiplied by the Accepted Price;
- (d) the "**Flexibility Effective Time**" is the hour (in accordance with TPD Section C1.9.1) of the Gas Flow Day immediately after the elapse, from the time at which National

Gas Transmission gave notice of acceptance of the Flexibility Bid, of the flexibility lead time, or (in the case of a flexibility option bid) the flexibility lead time for which the bid was accepted.

## **4.2 Flexibility Nominations**

- 4.2.1 In the case of a System Entry Buy the Bidding User shall be deemed to have made an original Input Nomination for, or a Renomination increasing the Nomination Quantity under its prevailing Input Nomination by, the Flexibility Quantity.
- 4.2.2 In the case of a System Exit Buy the Bidding User shall be deemed to have made a Renomination decreasing the Nomination Quantity under its prevailing Output Nomination by the Flexibility Quantity.
- 4.2.3 In the case of a System Entry Sell the Bidding User shall be deemed to have made a Renomination decreasing the Nomination Quantity under its prevailing Input Nomination by the Flexibility Quantity.
- 4.2.4 In the case of a System Exit Sell the Bidding User shall be deemed to have made an original Output Nomination for, or a Renomination increasing the Nomination Quantity under its prevailing Output Nomination by, the Flexibility Quantity.
- 4.2.5 Where the Flexibility Effective Time is after the start of the Gas Flow Day, the Renomination Effective Time under the Flexibility Nomination shall be the Flexibility Effective Time.
- 4.2.6 An original Input Nomination under paragraph 4.2.1 or Output Nomination under paragraph 4.2.4 shall be a New Renomination.

## **4.3 System Clearing Contract**

- 4.3.1 The System Clearing Contract shall arise on National Gas Transmission's acceptance of the Flexibility Bid and (without prejudice to the determination of the Bidding User's Daily Imbalance in accordance with TPD Section E5) shall be deemed fully performed except as to payment.
- 4.3.2 Except as provided in paragraph 2.6.3:
  - (a) in the case of a System Sell, the Bidding User shall pay to National Gas Transmission the Flexibility Charge;
  - (b) in the case of a System Buy, National Gas Transmission shall pay to the Bidding User the Flexibility Charge.
- 4.3.3 The Flexibility Charge will be invoiced and payable in accordance with TPD Section S.

## **5 MISCELLANEOUS**

### **5.1 General**

- 5.1.1 For the purposes of giving effect to this Part IID in respect of each Day on which it applies, the provisions of this paragraph 5 shall apply.
- 5.1.2 The provisions of TPD Sections F, S and X which applied in respect of or in connection with the invoicing and payment of Market Balancing Action Charges immediately prior to the coming into effect of this Part IID, shall be deemed to continue to have effect until such time as there is no longer any requirement that they continue to do so.



- 5.1.3 For the purposes of paragraph 5.6.3, where any of the preceding 7 Days referred to falls on or before a Day with effect from which this Part IID applies the System Average Price for such Day shall be the System Average Price calculated in accordance with the provisions of TPD Sections F1.2.1 and 1.2.2 applying immediately prior to the coming into effect of this Part IID.
- 5.1.4 For each Day on which this Part IID applies for the purposes of the Code:
- (a) Eligible Balancing Actions shall include the acceptance by National Gas Transmission of Flexibility Bids;
  - (b) Flexibility Charges in respect of System Sells (or negatively priced System Buys) shall be other amounts payable to National Gas Transmission in respect of Eligible Balancing Actions taken pursuant to Contingency Balancing Arrangements for the purposes of TPD Section F4.4.2(a);
  - (c) Flexibility Charges in respect of System Buys (or negatively priced System Sells) shall be other amounts payable to National Gas Transmission in respect of Eligible Balancing Actions taken pursuant to Contingency Balancing Arrangements for the purposes of TPD Section F4.4.3(a);
  - (d) Flexibility Charges shall be other amounts payable in respect of Eligible Balancing Actions pursuant to Contingency Balancing Arrangements for the purposes of TPD Sections F4.5.3(a)(ii), F4.5.3(b)(ii) and 4.5.3(b)(iii), TPD Section V7.2.1(c) and paragraph TPD Section X2.5.2(b).

## 5.2 TPD Section B: System Use and Capacity

For each Day on which this Part IID applies a User may use the Total System by delivering gas pursuant to the acceptance of a Flexibility Bid for a System Entry Buy, without holding System Entry Capacity at the relevant Aggregate System Entry Point, and will be liable to pay a System Entry Overrun Charge in accordance with TPD Section B2.13.

## 5.3 TPD Section C: Nominations

- 5.3.1 For the purposes of this Part IID and the Code;
- (a) a "**Flexibility Nomination**" is the Renomination deemed to be made by a User upon acceptance of a Flexibility Bid under paragraph 4.2;
  - (b) an Initial Nomination does not include a Flexibility Nomination.
- 5.3.2 A Flexibility Nomination shall be deemed to comply with the requirements of TPD Section C and to be approved by National Gas Transmission.
- 5.3.3 A Flexibility Nomination made in respect of a System Point of which the Bidding User has (before acceptance of the relevant Flexibility Bid) made an earlier Nomination shall take effect as a Renomination and revise the Renomination Quantity (in accordance with paragraph 4.2) under such earlier Renomination.
- 5.3.4 A User shall not be entitled to make a Renomination after a Flexibility Bid made by the User has been accepted, in the circumstances in paragraph 2.5.3.
- 5.3.5 For the purposes of the Code a New Renomination shall include an original Nomination in accordance with paragraph 4.2.

## 5.4 TPD Section D: Operational Balancing and Trading Arrangements

- 5.4.1 On any Day in respect of which this Part IID applies for the purposes of Operational Balancing:
- (a) prices and quantities of gas offered by Users for sale to or purchase by National Gas Transmission each Day will be established;
  - (b) National Gas Transmission may (by accepting such offers) buy and sell gas, so as to adjust the quantities of gas delivered to and offtaken from the Total System each Day.
- 5.4.2 For the purposes of TPD Section D1.5.1, the requirement that National Gas Transmission will take a Market Balancing Buy Action(s) shall be deemed to be a requirement that National Gas Transmission accept a Flexibility Bid(s) for a System Buy(s).
- 5.4.3 In TPD Section D1.3 references to Operational Balancing shall be construed as including the acceptance of Flexibility Bids for System Buys under paragraph 5.4.2 and the acceptance of Flexibility Bids for System Sells taken as a consequence with a view to maintaining an Operational Balance and references to Operational Balancing Steps and Operational Balancing Requirement will be construed accordingly.
- 5.4.4 Subject to paragraphs 5.4.2 and 5.4.3 National Gas Transmission will not accept Flexibility Bids other than for the purposes of Operational Balancing.

## **5.5 TPD Section E: Daily Quantities, Imbalance and Reconciliation**

- 5.5.1 For the purposes of TPD Section E1.2.2 a User's Daily Imbalance shall be adjusted to take account of Flexibility Quantities.
- 5.5.2 For the purposes of determining the Daily Imbalance of a User on any Day on which this Part IID applies:
- (a) to the sum calculated at TPD Section E5.1.1(a) shall be added the aggregate of the Flexibility Quantities under any accepted Flexibility Bids made by the User for System Sells which were accepted by National Gas Transmission;
  - (b) to the sum calculated at TPD Section E5.1.1(b) shall be added the aggregate of the Flexibility Quantities under any accepted Flexibility Bids made by the User for System Buys which were accepted by National Gas Transmission.

## **5.6 TPD Section F: System Clearing, Balancing Charges and Neutrality**

- 5.6.1 The reference to Market Balancing Action Charges in TPD Section F1.1.2(d) shall be construed as including Flexibility Charges.
- 5.6.2 For each Day on which this Part IID applies TPD Sections F1.2.1 and F1.2.2 shall not apply and:
- (a) the "**System Marginal Buy Price**" is the price in pence/kWh which is equal to the highest Accepted Price in respect of any Flexibility Bid for a System Buy accepted by National Gas Transmission for that Day;
  - (b) the "**System Marginal Sell Price**" is the price in pence/kWh which is equal to the lowest Accepted Price in respect of any Flexibility Bid for a System Sell accepted by National Gas Transmission for that Day;
  - (c) the "**System Average Price**" for a Day is the price in pence/kWh calculated as the sum of the Flexibility Charges divided by the sum of the Flexibility Quantities for all

Flexibility Bids (for System Buys and System Sells) accepted by National Gas Transmission for that Day;

- (d) for the avoidance of doubt TPD Sections F1.2.3 and 1.2.4 shall apply, for which purposes reference to a Market Balancing Buy Action and Market Balancing Sell Action taken by National Gas Transmission shall be construed as including respectively a Flexibility Bid for a System Buy and a Flexibility Bid for a System Sell accepted by National Gas Transmission.

5.6.3 Subject to TPD Section F1.2.5, where for any Day no Flexibility Bid (or none other than one excluded for the purposes of paragraph 0 pursuant to TPD Section F1.2.3) was accepted by National Gas Transmission:

- (a) for either a System Buy or System Sell, the System Average Price for that Day shall be the arithmetic mean of the System Average Prices determined under paragraph 5.6.2 for the preceding 7 Days;
- (b) for a System Buy, the System Marginal Buy Price shall be the System Average Price (in accordance with paragraph 5.6.2 or paragraph (a)) for that Day;
- (c) for a System Sell, the System Marginal Sell Price shall be the System Average Price (in accordance with paragraph 5.5.1 or paragraph (a)) for that Day.

5.6.4 For the purposes of:

- (a) TPD Section F3.2.1(a) the Scheduling Input Nominated Quantity in respect of a User shall be calculated after taking account of any Flexibility Nominations in respect of the relevant System Entry Point;
- (b) TPD Section F3.3.2(a)(i) and F3.3.2(a)(ii) the Scheduling Output Nominated Quantity in respect of a User shall be calculated after taking account of any Flexibility Nominations in respect of the relevant System Exit Point.

5.6.5 In respect of any Day where following a notification by National Gas Transmission pursuant to TPD Section D2.4.1 or D2.4.4 that it may make use of Contingency Balancing Arrangements:

- (a) for the purposes of paragraph 5.6.2 no account shall be taken of any Market Transaction effected in respect of such Day prior to the time at which National Gas Transmission notified Users that it may make use of Contingency Balancing Arrangements;
- (b) no Flexibility Bids are accepted by National Gas Transmission, the System Average Price for such Day shall be the System Average Price determined pursuant to TPD Section F1.2.1 or F1.2.2 in respect of the Preceding Day.

## **5.7 TPD Section I: Entry Requirements**

For the purposes of TPD Section I3.10.2(a) the reference to the Renomination Effective Time of a Renomination shall be construed as including a reference to the Renomination Effective Time of a Flexibility Renomination.

## **5.8 TPD Section K: Operating Margins**

5.8.1 National Gas Transmission will not make Flexibility Bids for Operating Margins Purposes.

5.8.2 For the purposes of :

- (a) TPD Section K2.1.1(a) the reference to an Operational Balancing Requirement which cannot be satisfied by the taking of Market Balancing Actions because there are no or insufficient Market Offers available shall be construed as including an Operational Balancing Requirement which cannot be satisfied by the acceptance of a Flexibility Bid or Bids because there are no or insufficient Available Flexibility Bids suitable for acceptance;
- (b) in TPD Section K2.1.1(b) the reference to the taking of a Market Balancing Action shall be construed as including the acceptance of Flexibility Bids.

## **5.9 TPD Section N: Shrinkage**

5.9.1 A Shrinkage Provider may not make a Flexibility Bid.

5.9.2 National Gas Transmission may not accept a Flexibility Bid for the purposes of buying or selling gas for the account of a Shrinkage Provider.

## **5.10 TPD Section Q: Emergencies**

5.10.1 TPD Section Q3.2.2(c) shall not apply and:

- (a) in a Network Gas Supply Emergency the application of paragraphs 2, 3 and 4 of this Part IID will be suspended, and in particular National Gas Transmission will not accept any Flexibility Bid made by a User in respect of any Gas Flow Day falling within the duration of the Network Gas Supply Emergency; and (in lieu thereof) the Emergency Procedures will apply and National Gas Transmission's decisions as to the delivery and offtake of gas to and from the Total System shall be implemented pursuant to TPD Section Q3.2, 3.4 and 3.5;
- (b) in accordance with paragraph (a), where on a Day on which a Network Gas Supply Emergency occurs National Gas Transmission has (before the start of the Network Gas Supply Emergency) accepted a Flexibility Bid the Flexibility Charge will not be paid (and TPD Section Q4 shall apply).

5.10.2 For the purposes of TPD Section Q4.1.1(c) the reference to TPD Section D shall be deemed to be a reference to paragraphs 2, 3 and 4 of this Part IID.

5.10.3 For the purposes of TPD Section Q4.2.4 the reference to the Market Balancing Action Charges payable by National Gas Transmission shall be deemed to be a reference to the Flexibility Charges payable by National Gas Transmission.

## **5.11 TPD Section R: Storage**

For the purposes of TPD Section R4.2.5 the reference to a User posting a Market to effect a Locational Market Transaction in relation to which the User agrees to make an Acquiring Trade Nomination for the System Entry Point comprising the relevant Storage Connection Point shall be construed as including the making of a Flexibility Bid for a System Exit Sell at the relevant Storage Connection Point and if such Flexibility Bid is accepted the Flexibility Nomination shall be valid and effective.

## **5.12 TPD Section S: Invoicing and Payment**

For the purposes of TPD Annex S-1 paragraph 5 the reference to Market Balancing Action Charges, Market Balancing Sell Actions and Market Balancing Buy Actions shall be construed

respectively as including Flexibility Charges, System Sells and System Buys.

### **5.13 TPD Section V: General**

- 5.13.1 A Non-Code Shipper may make a Flexibility Bid.
- 5.13.2 A User admitted pursuant to TPD Section V2.5.1 shall be deemed to have undertaken to National Gas Transmission that it will not make a Flexibility Bid.
- 5.13.3 For the purposes of TPD Section V7.2.1(c) the reference to Market Balancing Action Charges shall be construed as including Flexibility Charges.

### **5.14 TPD Section X: Energy Balancing Credit Arrangement**

Where National Gas Transmission has given notice pursuant to TPD Section X2.9.1 until the Cash Call is paid in full the User shall not be entitled to make a Flexibility Bid and National Gas Transmission will not accept a Flexibility Bid made by the User.

### **5.15 TPD Section Z: National Gas Transmission LNG Storage Facilities**

- 5.15.1 For the purposes of TPD Section Z6.2, on acceptance of a Flexibility Bid for a System Entry Sell at a Storage Connection Point the User shall be deemed to make a Storage Withdrawal Nomination as a Flexibility Nomination in respect of the relevant Storage Connection Point, in accordance with TPD Sections C and paragraphs 2, 3 and 4 of this Part IID.
- 5.15.2 Where a User is deemed to make a Storage Withdrawal Nomination on acceptance of a Flexibility Bid pursuant to paragraph 5.15.2 such shall be deemed to be a relevant Nomination for the purposes of TPD Section Z6 and the implied withdrawal rate shall not exceed the available withdrawal rate and shall not be less than zero.
- 5.15.3 For the purposes of TPD Section Z6.2.5(e) and the calculation of the 'relevant period', a relevant Nomination shall become effective at the time the nomination is made or the Flexibility Bid is accepted plus the withdrawal lead time prevailing at such time (in the case of a Flexibility Bid for a System Entry Buy) the flexibility lead time if longer.

### **5.16 GT Section B: General**

GT Section B5.1.5 shall not apply in respect of a Flexibility Bid.

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IIE – RE-ALLOCATION OF NTS ENTRY CAPACITY AT BACTON ASEP****1. Introduction**

1.1 With effect from 1 November 2015 there will be two new ASEPs at Bacton, the Bacton IP ASEP and the Bacton UKCS ASEP (each a "**new ASEP**") and this Part IIE contains provisions for the re-allocation of a Bacton Users' Relevant Registered NTS Entry Capacity at the Bacton ASEP as:

- (a) Registered IP Capacity at the Bacton IP ASEP; or
- (b) Registered NTS Entry Capacity at the Bacton UKCS ASEP.

1.2 For the purposes of this Part IIE:

- (a) "**Bacton ASEP**" means the Aggregate System Entry Point comprising, for the purposes of National Gas Transmission's Transporter's Licence, the Bacton NTS Entry Point;
- (b) "**Bacton IP ASEP**" means the Aggregate System Entry Point comprising, for the purposes of National Gas Transmission's Transporter's Licence, the Bacton IP NTS Entry Point being a System Point at which the NTS is connected to the gas transmission system of an EU member state;
- (c) "**Bacton UKCS ASEP**" means the Aggregate System Entry Point comprising, for the purposes of National Gas Transmission's Transporter's Licence, the Bacton UKCS NTS Entry Point;
- (d) "**Bacton User**" means a User who holds Relevant Registered NTS Entry Capacity at the Bacton ASEP on the relevant date for any period after 31 October 2015;
- (e) "**Effective Date**" means the effective date of the Modification giving effect to this TD Part IIE;
- (f) "**IP Capacity**" means NTS Entry Capacity at the Bacton IP ASEP;
- (g) "**re-allocation invitation**" is an invitation made by National Gas Transmission inviting Bacton Users to propose a re-allocation of Relevant Registered NTS Entry Capacity in accordance with this Part IIE;
- (h) "**re-allocation notification**" is a notification submitted by a Bacton User in response to a re-allocation invitation;
- (i) "**re-allocation period**" means the period commencing on the day on which National Gas Transmission issues a re-allocation invitation under paragraph 2.1 and ending (and including) the day on which National Gas Transmission gives a notification in accordance with paragraph 4.3;
- (j) "**relevant date**" means the first day of the re-allocation period;

- (k) **"relevant period"** means a relevant month or relevant quarter;
- (l) **"relevant proportion"** means, in respect of a new ASEP for a relevant period or Transferred System Capacity under a Relevant Transfer, the proportion calculated as follows:
 
$$\text{OEC} / \text{TOEC}$$

where, for each day in the relevant period:

OEC is the Obligated Entry Capacity for the new ASEP;

TOEC is the Total Obligated Entry Capacity;
- (m) **"Relevant Registered NTS Entry Capacity"** means, in respect of a Bacton User, the Registered NTS Entry Capacity held by the User at the Bacton ASEP on the relevant date in respect of:
  - (i) any month in the period November 2015 to September 2016 (inclusive) (**"relevant month"**);
  - (ii) any calendar quarter in the period October 2016 to September 2031 (inclusive) (**"relevant quarter"**);
- (n) **"Relevant Transfer"** means, in respect of a Bacton User, a System Capacity Transfer in respect of which:
  - (i) the Bacton User is the Transferor User;
  - (ii) the Bacton ASEP is the Transfer System Point; and
  - (iii) the Transfer Period comprises a relevant period (or consecutive relevant periods) (such period the **"Relevant Transfer Period"**);
- (o) **"Total Obligated Entry Capacity"** means in relation to each Day in a calendar month the sum of the Obligated Entry Capacity for the Bacton IP ASEP and the Bacton UKCS ASEP;
- (p) **"Transferor Bacton User"** and **"Transferee Bacton User"** means in respect of a Relevant Transfer the Bacton User who is respectively the Transferor User and the Transferee User; and
- (q) the **"weighted average"** of the Applicable Daily Rates payable by a Bacton User in respect of a relevant period is:

$$\frac{\sum_{i=1}^n Q_i * P_i}{\sum_{i=1}^n Q_i}$$

where:

*i* represents a capacity bid submitted by the User in respect of which NTS Entry Capacity was allocated in accordance with TPD Section B2.7 and 2.7;

- n is the number of successful capacity bids submitted by the User for the relevant period;
- Q is the amount of NTS Entry Capacity allocated to each successful relevant capacity bid; and
- p is the bid price of each successful capacity bid.

1.3 A re-allocation invitation shall:

- (a) invite each Bacton User to propose a re-allocation of the User's Relevant Registered NTS Entry Capacity as:
- (i) Registered IP Capacity at the Bacton IP ASEP; or
  - (ii) Registered NTS Entry Capacity at the Bacton UKCS ASEP;
- (b) specify:
- (i) each relevant period in respect of which the invitation applies;
  - (ii) the date falling ten (10) Business Days after the date of the re-allocation invitation by which a Bacton User may submit a re-allocation notification;
  - (iii) the facsimile number the Bacton User should use for the purposes of submitting a re-allocation notification;
  - (iv) the date by which National Gas Transmission will notify Bacton Users of the result of a re-allocation in accordance with paragraph 2 or (as the case may be) paragraph 3; and
  - (v) in the case of a re-allocation invitation under paragraph 3 only, the aggregate amount of NTS Entry Capacity which Bacton Users proposed for re-allocation (or was deemed proposed) at each new ASEP for the relevant period(s) in respect of which the re-allocation invitation under paragraph 3 is made, and for each such month or quarter the over-subscribed ASEP and the over-subscribed amount;
- (c) specify, in respect of the Bacton User to whom invitation is sent:
- (i) the Bacton User's Relevant Registered NTS Entry Capacity for each relevant period;
  - (ii) the weighted average of the Applicable Daily Rates payable by the Bacton User for Relevant Registered NTS Entry Capacity for the relevant period;
  - (iii) in respect of each Relevant Transfer, the Transferred System Capacity and the Relevant Transfer Period.

1.4 A re-allocation notification shall specify:

- (a) the identity of the Bacton User;
- (b) for each relevant period in respect of which the User holds Relevant Registered NTS Entry Capacity the amount of that capacity which the User proposes is re-allocated as:



- (i) Registered IP Capacity at the Bacton IP ASEP; or
  - (ii) Registered NTS Entry Capacity at the Bacton UKCS ASEP;
- (c) for each Relevant Transfer and for each relevant period comprising in the Relevant Transfer Period, the amount of the Transferred System Capacity which the User proposes be re-allocated as:
- (i) Registered IP Capacity at the Bacton IP ASEP; or
  - (ii) Registered NTS Entry Point Capacity at the Bacton UKCS ASEP;
- (d) the facsimile number to which National Gas Transmission should send the information referred to in paragraph 4.1.
- 1.5 A re-allocation notification may be submitted by a Bacton User between 08:00 hours and 17:00 hours on any Business Day up to (and including) the date specified in accordance with paragraph 1.3(b)(ii).
- 1.6 A re-allocation notification submitted by a Bacton User:
- (a) may propose that all or any part of the User's Relevant Registered NTS Entry Capacity for a relevant period be re-allocated as Registered IP Capacity at the Bacton IP ASEP or (as the case may be) Registered NTS Entry Capacity at the Bacton UKCS ASEP;
  - (b) must re-allocate capacity equal to the User's Relevant Registered NTS Entry Capacity at the Bacton ASEP for the relevant period;
  - (c) in respect of a Relevant Transfer:
    - (i) may propose all or any part of the Transferred System Capacity for a relevant period be treated as Registered IP Capacity at the Bacton IP ASEP or Registered NTS Entry Point Capacity at the Bacton UKCS ASEP;
    - (ii) must make a proposal in respect of a Relevant Transfer for a relevant period for an amount of NTS Entry Capacity equal to the Transferred System Capacity (or where the User's Available NTS Entry Capacity at the Bacton ASEP is negative for an amount equal to the User's Registered NTS Entry Capacity).
- 1.7 In the event a Bacton User:
- (a) does not submit a re-allocation notification in response to a re-allocation invitation;
  - (b) submits a re-allocation notification which does not comply with paragraph 1.6(b) in respect of a relevant period;
  - (c) does not propose in a re-allocation notification a re-allocation for a relevant period in respect of which the User holds Relevant Registered NTS Entry Capacity;
  - (d) in respect of a Relevant Transfer:
    - (i) does not make a proposal for the treatment of the Transferred System Capacity for a relevant period;

- (ii) submits a re-allocation notification which does not comply with paragraph 1.6(c)(ii) for a relevant period;
- (iii) proposes an amount of Registered IP Capacity or Registered NTS Entry Capacity for the purposes of paragraph 1.6(c) which is in excess of the amount the User proposed be re-allocated as such under paragraph 1.6(a) for the relevant period paragraph 1.8 shall apply.

1.8 Where this paragraph 1.8 applies:

- (a) pursuant to paragraph 1.7(a), (b) or (c), the User shall be deemed for the purposes of this Part IIE to have proposed a re-allocation of the User's Relevant Registered NTS Entry Capacity for the relevant period(s) as between the Bacton IP ASEP and the Bacton UKCS ASEP in the relevant proportions;
- (b) pursuant to paragraph 1.7(d), the User shall be deemed for the purposes of this Part IIE to have proposed the Transferred System Capacity be treated as Registered IP Capacity and Registered NTS Entry Capacity for the relevant period(s)
  - (i) where the Bacton User proposed a re-allocation in respect of the Relevant Transfer Period which complies with paragraph 1.6(a) and (b), in the same proportions which the Bacton User proposed to re-allocate the Relevant Registered NTS Entry Capacity as Registered IP Capacity at the Bacton IP ASEP and Registered NTS Entry Point Capacity at the Bacton UKCS ASEP;
  - (ii) in the event paragraph (i) does not apply, in the relevant proportions.

1.9 A re-allocation invitation issued under:

- (a) paragraph 2.1 shall be made in respect of all relevant periods in respect of which any Bacton User holds Relevant Registered NTS Entry Capacity;
- (b) paragraph 3.1 shall be made in respect of each relevant period quarter in relation to which paragraph 2.4 does not apply.

1.10 Where all Bacton Users' Relevant Registered NTS Entry Capacity for all relevant periods is re-allocated in accordance with paragraph 2.4 National Gas Transmission shall not be required to issue a further re-allocation invitation in accordance with paragraph 3.

1.11 Where a Bacton User's Relevant Registered NTS Entry Capacity at the Bacton ASEP for a relevant period is re-allocated in accordance with this Part IIE:

- (a) the Bacton User shall be treated as holding, with effect from 1 November 2015 Registered NTS IP Capacity at the Bacton IP ASEP and Registered NTS Entry Point Capacity at the Bacton UKCS ASEP for the relevant period in accordance with paragraph 4.3;
- (b) in relation to a Relevant Transfer, and subject to paragraph 1.12:
  - (i) a Transferor Bacton User's Available System Capacity at a new ASEP on a Day in a Relevant Transfer Period is its Registered System Capacity at the new ASEP adjusted by deducting the relevant amount of System Capacity; and

- (ii) the Transferee Bacton User's Available System Capacity at a new ASEP on a Day in a Relevant Transfer Period is its Registered System Capacity at the new ASEP adjusted by adding the relevant amount of System Capacity;
  - (c) for the purposes of paragraph (b) the "**relevant amount**" of System Capacity is:
    - (i) the amount of the Transferred System Capacity which the Bacton User proposed be re-allocated as System Capacity at the new ASEP in a re-allocation notification; or
    - (ii) where paragraph 1.8(b) or 1.12 applies, the amount of Transferred System Capacity which the Bacton User is deemed to have proposed be re-allocated as System Capacity at the new ASEP.
- 1.12 Where in respect of a relevant period the amount of Registered IP Capacity or Registered NTS Entry Capacity re-allocated at a new ASEP following the application of paragraph 3.6(a)(i) or (b)(i) is less than the amount of Transferred System Capacity which the Transferor Bacton User proposed (or is deemed to have proposed under paragraph 1.8(b)) be re-allocated as Registered System Capacity at the new ASEP, the User shall be deemed instead to have proposed a re-allocation of the Transferred System Capacity between the new ASEPs in the same proportion as the final re-allocation of the User's Relevant Registered NTS Entry Capacity between the new ASEPs in accordance with this Part IIE.
- 1.13 Following the re-allocation of NTS Entry Capacity at the Bacton ASEP in accordance with this Part IIE as IP Capacity at the Bacton IP ASEP and NTS Entry Capacity at the Bacton UKCS ASEP each Bacton User shall cease to be treated as holding Relevant Registered NTS Entry Capacity at the Bacton ASEP in relation to any period after 31 October 2015.

## **2. Initial Capacity Re-allocation**

- 2.1 By no later than ten (10) Business Days following the Effective Date National Gas Transmission will issue a re-allocation invitation.
- 2.2 A Bacton User may submit a re-allocation notification in response to the re-allocation invitation under paragraph 2.1 by no later than the date specified in the re-allocation invitation.
- 2.3 Subject to paragraph 2.4, following the closing of the re-allocation invitation under paragraph 2.1 National Gas Transmission shall calculate, by reference to re-allocation notifications submitted under paragraph 2.2 (or deemed submitted under paragraph 1.8) for each relevant period, the aggregate amount of Relevant Registered NTS Entry Capacity which Bacton Users propose be re-allocated as:
- (a) Registered IP Capacity at the Bacton IP ASEP; and
  - (b) Registered NTS Entry Capacity at the Bacton UKCS ASEP.
- 2.4 Where the amount of Relevant Registered NTS Entry Capacity which Bacton Users propose be re-allocated in aggregate in relation to a relevant period as:
- (a) Registered IP Capacity at the Bacton IP ASEP is less than or equal to the Obligated Entry Capacity for the Bacton IP ASEP for each Day in the relevant period; and
  - (b) Registered NTS Entry Capacity at the Bacton UKCS ASEP is less than or equal to the Obligated Entry Capacity for the Bacton UKCS ASEP for each Day in the relevant period

NTS Entry Capacity shall be re-allocated to each Bacton User as Registered IP Capacity at the Bacton IP ASEP and as Registered NTS Entry Capacity at the Bacton UKCS ASEP in the amounts proposed by each Bacton User in the re-allocation notifications submitted under paragraph 2.2 (or deemed submitted under paragraph 1.8).

- 2.5 Where paragraph 2.4 does not apply in relation to a relevant period by reason of Bacton Users proposing to re-allocate in aggregate Relevant Registered NTS Entry Capacity in an amount which exceeds the Obligated Entry Capacity at a new ASEP no re-allocation will be made under this paragraph 2 and National Gas Transmission will issue a further re-allocation invitation in respect of such relevant period in accordance with paragraph 3.

### 3. Final Capacity Re-allocation

- 3.1 Where a further re-allocation is required in relation to a period by no later than the date falling five (5) Business Days after completion of the re-allocation pursuant to paragraph 2 National Gas Transmission will issue a further re-allocation invitation.

- 3.2 A Bacton User may submit a re-allocation notification in response to the re-allocation invitation under paragraph 3.1 by no later than the date specified in the re-allocation invitation.

- 3.3 Subject to paragraph 3.4, following the closing of the re-allocation invitation under paragraph 3.1 National Gas Transmission shall calculate, by reference to re-allocation notifications submitted under paragraph 3.2 (or deemed submitted under paragraph 1.8) for each relevant period, the aggregate amount of Relevant Registered NTS Entry Capacity which Bacton Users propose be re-allocated as:

- (a) Registered IP Capacity at the Bacton IP ASEP; and
- (b) Registered NTS Entry Capacity at the Bacton UKCS ASEP.

- 3.4 In respect of any relevant period where the amount of Registered NTS Entry Capacity which Bacton Users propose be re-allocated in aggregate as:

- (a) Registered IP Capacity at the Bacton IP ASEP is less than or equal to the Obligated Entry Capacity for the Bacton IP ASEP for each Day in the month or quarter; and
- (b) Registered NTS Entry Capacity at the Bacton UKCS ASEP is less than or equal to the Obligated Entry Capacity for the Bacton UKCS ASEP for each Day in the month or quarter

NTS Entry Capacity shall be re-allocated to each Bacton User Registered IP Capacity at the Bacton IP ASEP and Registered NTS Entry Capacity at the Bacton UKCS ASEP in the amounts proposed by each Bacton User in the re-allocation notifications submitted under paragraph 2.2 (or deemed submitted under paragraph 1.8).

- 3.5 Paragraph 3.6 shall apply in respect of any relevant period where paragraph 3.4 does not apply by reason of Bacton Users proposing to re-allocate in aggregate Relevant Registered NTS Entry Capacity at a new ASEP in an amount which exceeds the Obligated Entry Capacity at the new ASEP ("**over-subscribed ASEP**") for a relevant period (such excess the "**over-subscribed amount**").

- 3.6 Where this paragraph applies in respect of a relevant period:

- (a) where the over-subscribed ASEP is the Bacton IP ASEP:

- (i) a Bacton User who proposes to re-allocate Registered NTS Entry Capacity at the Bacton IP ASEP as Registered IP Capacity will be allocated Registered IP Capacity pro rata the amounts proposed by all such Bacton Users, and Registered IP Capacity will be allocated to Bacton Users in aggregate in an amount equal to the Obligated Entry Capacity at the Bacton IP ASEP for the relevant period;
  - (ii) a Bacton User who is allocated Registered IP Capacity under paragraph (i) will be allocated Registered NTS Entry Capacity at the Bacton UKCS ASEP in an amount equal to the remainder of the User's Relevant Registered NTS Entry Capacity for the relevant period;
  - (iii) a Bacton User who did not propose to be re-allocated Registered IP Capacity will be allocated Registered NTS Entry Capacity at the Bacton UKCS ASEP in an amount equal to the User's Relevant Registered NTS Entry Capacity for the relevant period;
- (b) where the over-subscribed ASEP is the Bacton UKCS ASEP:
- (i) a Bacton User who proposes to re-allocate Registered NTS Entry Capacity at the Bacton UKCS ASEP as Registered NTS Entry Capacity will be allocated Registered NTS Entry Capacity pro rata the amounts proposed by all such Bacton Users, and Registered NTS Entry Capacity will be allocated to Bacton Users in aggregate in an amount equal to the Obligated Entry Capacity at the Bacton UKCS ASEP for the relevant period;
  - (ii) a Bacton User who is allocated Registered NTS Entry Capacity under paragraph (i) will be allocated Registered IP Capacity at the Bacton IP ASEP in an amount equal to the remainder of the User's Relevant Registered NTS Entry Capacity for the relevant period;
  - (iii) a Bacton User who did not propose to be re-allocated Registered NTS Entry Capacity will be allocated Registered IP Capacity at the Bacton IP ASEP in an amount equal to the User's Relevant Registered NTS Entry Capacity for the relevant period.

#### **4. Re-allocation and Notification**

4.1 Following the re-allocation of all Bacton Users' Relevant Registered NTS Entry Capacity in accordance with paragraph 2 or (as the case may be) paragraph 3 a Bacton User will be treated as holding with effect from 1 November 2015:

- (a) for each relevant month in relation to which the User's Relevant Registered NTS Entry Capacity is re-allocated:
  - (i) Registered Monthly IP Capacity at the Bacton IP ASEP in the amount re-allocated by National Gas Transmission to the Bacton User for the relevant month; and
  - (ii) Registered Monthly NTS Entry Capacity at the Bacton UKCS ASEP in the amount re-allocated by National Gas Transmission to the Bacton User for the relevant month

in each case in accordance with paragraph 2.4, 3.4 or 3.6;

- (b) for each relevant quarter in relation to which the User's Relevant Registered NTS Entry Capacity is re-allocated:
  - (i) Registered Quarterly IP Capacity at the Bacton IP ASEP in the amount re-allocated by National Gas Transmission to the Bacton User for the relevant quarter; and
  - (ii) Registered Quarterly NTS Entry Capacity at the Bacton UKCS ASEP in the amount re-allocated by National Gas Transmission to the Bacton User for the relevant quarter

in each case in accordance with paragraph 2.4, 3.4 or 3.6.

4.2 National Gas Transmission will by no later than five (5) days following the closing of a re-allocation invitation notify:

- (a) each Bacton User of each relevant period in respect of which the Bacton User's Relevant Registered NTS Entry Capacity is re-allocated in accordance with paragraph 2.4 3.4 or 3.6;
- (b) each Bacton User for each relevant period specified under paragraph (a):
  - (i) the amount of NTS Entry Capacity re-allocated to the User as Registered IP Capacity at the Bacton IP ASEP for the relevant period;
  - (ii) the amount of NTS Entry Capacity re-allocated to the User as Registered NTS Entry Capacity at the Bacton UKCS ASEP for the relevant period;
- (c) where the Bacton User is a Transferor Bacton User or a Transferee Bacton User, the amount of the Transferred System Capacity under a Relevant Transfer which is re-allocated as Registered IP Capacity at the Bacton IP ASEP and Registered NTS Entry Point Capacity at the Bacton UKCS ASEP;
- (d) all Bacton Users for each relevant period in respect of which Relevant Registered NTS Entry Capacity is re-allocated:
  - (i) the aggregate amount of NTS Entry Capacity re-allocated to Bacton Users as IP Capacity at the Bacton IP ASEP; and
  - (ii) the aggregate amount of NTS Entry Capacity re-allocated to Bacton Users as Registered NTS Entry Capacity at the Bacton UKCS ASEP; and
- (e) in relation to an invitation under paragraph 2.1, all Bacton Users of each relevant period (if any) in respect of which a further re-allocation is to be undertaken in accordance with paragraph 3.

4.3 For the purposes of determining the NTS Entry Capacity Charges payable in respect of NTS Entry Capacity held by a Bacton User at the Bacton IP ASEP or the Bacton UKCS ASEP for a relevant period the Applicable Daily Rate shall be the weighted average of the Applicable Daily Rates payable by the Bacton User for Relevant Registered NTS Entry Capacity at the Bacton ASEP for the relevant period.

4.4 A System Entry Overrun Charge in respect of a new ASEP shall be calculated by reference to the greatest of:

- (a) the amounts listed at TPD Section B2,12,3(a) to (e) (inclusive); and
- (b) 8 \* the weighted average of the Applicable Daily Rates for the relevant period in which the Day in relation to which the System Entry Overrun Charge is payable falls.

## **5. Dis-application of TPD Section B during Re-allocation process**

### 5.1 In respect of the Bacton ASEP:

- (a) a Bacton User shall not be permitted to make a System Capacity Transfer in respect of Registered NTS Entry Capacity for any Day after 31 October 2015;
- (b) National Gas Transmission shall not be required to:
  - (i) issue any Tender Invitation Notice under TPD Section B2.9 for any period after 31 October 2015;
  - (ii) hold an auction for Monthly NTS Entry Capacity under TPD Section B2.3 for any month after October 2015; and
  - (iii) hold an auction for Daily NTS Entry Capacity or Daily Interruptible NTS Entry Capacity under TPD Section B2.5 or 2.6 for any day after 31 October 2015.

### 5.2 In respect of the Bacton UKCS ASEP:

- (a) a Bacton User shall not be permitted to make a System Capacity Transfer in respect of Registered NTS Entry Capacity prior to the end of the re-allocation period;
- (b) National Gas Transmission shall not be required to issue any Tender Invitation Notice under TPD Section B2.9 for any period after 31 October 2015 prior to the end of the re-allocation period.

### 5.3 In respect of the Bacton IP ASEP:

- (a) a Bacton User shall not be permitted to make a System Capacity Transfer in respect of Registered IP Capacity prior to the end of the re-allocation period;
- (b) National Gas Transmission shall not be required to issue any Tender Invitation Notice under TPD Section B2.9 for any period after 31 October 2015 prior to the end of the re-allocation period.

### 5.4 During the re-allocation period any other provision of the Code which would in any particular case conflict with the implementation of this Part IIE shall to that extent not apply.

**UNIFORM NETWORK CODE – TRANSITION DOCUMENT****PART IIF – NEXUS IMPLEMENTATION<sup>1</sup>****1 GENERAL****1.1 General**

1.1.1 This Part IIF sets out transitional rules in respect of the provisions of the Transportation Principal Document, the Independent Gas Transporters Arrangements Document and CSEP Network Exit Agreements as introduced or modified by the Nexus Modifications.

1.1.2 For the purposes of this Part IIF:

- (a) **“Nexus Modifications”** means the Code Modifications referred to as Modifications 0432, 0434, 0440, 0473, 0576 and 0583 to be implemented with effect from the Implementation Date;
- (b) in relation to any matter provided for in the Code to which the Nexus Modifications relate:
  - (i) **“Old Rules”** means the provisions of the Code and (where applicable) the rules contained in the CSEP Network Exit Agreements as they apply prior to the Nexus Modifications;
  - (ii) **“New Rules”** means the provisions of the Code as they apply following the Nexus Modifications;
- (c) **“CDSP IGT Data Migration”** means the migration of certain data from the Independent Gas Transporters’ data systems to the CDSP, as required under Annex A, Part 14 of the CSEP Network Exit Agreements (as modified to incorporate paragraph 11) in preparation for implementation of the Nexus Modifications; and
- (d) **“Implementation Date”** means the Project Nexus Implementation Date (pursuant to consent to modify C055);
- (e) **“Last Pre-Nexus Day”** means the Day before the Implementation Date;
- (f) **“M(NID)”** means the Month in which the Implementation Date falls, and M(NID) + or - n means the nth Month before or after M(NID); **“Xoserve”** means Xoserve Limited as the Transporter Agency or the CDSP, as applicable.

1.1.3 The New Rules shall come into force before the Implementation Date, and the Old Rules shall remain in force on and after the Implementation Date, to the extent necessary to give effect to any provision of this Part IIF.

1.1.4 Except as provided in this Part IIF, where this Part IIF provides for the basis on which

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<sup>1</sup> Implementation of modification 0811S effective 05:00hrs on a date to be confirmed will amend this list in whole or in part.



particular New Rules become effective, the corresponding Old Rules shall cease to be effective on the same basis.

1.1.5 This Part IIF is structured as follows:

- (a) paragraph 1 sets out general transition rules relating to the Nexus Modifications;
- (b) paragraphs 2 to 9 set out transitional rules relating to Nexus Modifications other than Modification 0440; and
- (c) paragraphs 10 to 12 set out transitional rules relating to Modification 0440.

1.1.6 This Part IIF is subject to paragraph 23 in Part IIC in respect of Retrospective Data Updates.

## 1.2 Section references and defined terms

1.2.1 In this Part IIF:

- (a) unless otherwise provided, a reference:
  - (i) to a particular paragraph is to a paragraph of this Part IIF;
  - (ii) to a particular Section is to a Section of the Transportation Principal Document;
- (b) a reference to a Section is to a Section under the New Rules unless expressly provided to be a reference under the Old Rules;
- (c) a reference to an “**OR**” Section is to a Section under the Old Rules.

1.2.2 In this Part IIF, unless the context otherwise requires or this Part IIF otherwise provides, a defined term:

- (a) which is defined only under the New Rules, has the meaning under the New Rules;
- (b) which is defined only under the Old Rules, has the meaning under the Old Rules;
- (c) which is defined under both the New Rules and the Old Rules:
  - (i) has the meaning under the New Rules when used (as the context may require) with reference to the New Rules or in relation to a Day or other period on or after the Implementation Date;
  - (ii) has the meaning under the Old Rules when used (as the context may require) with reference to the New Rules or in relation to a Day or other period before the Implementation Date.

1.2.3 In the Code under the New Rules, where a defined term which was also a defined term

under the Old Rules is used in relation to a Day or other period before the Implementation Date, the term has the meaning under the Old Rules unless the context otherwise requires or this Part IIF otherwise provides.

### **1.3 Gas Flow Day basis of modification**

1.3.1 Where under this Part IIF any provision of the New Rules is to be effective from the Implementation Date on a **“Gas Flow Day basis”**:

- (a) such provision shall be effective in respect of gas flows (and related activities under the Code including the holding of System Capacity, the making of Nominations, and the allocation of quantities as UDQIs and UDQOs) on Days on and from the Implementation Date;

and accordingly

- (b) in relation to anything which (under the Code) may be done or is to be done before the Gas Flow Day, the New Rules shall apply before the Implementation Date in relation to Gas Flow Days on and after the Implementation Date;
- (c) in relation to anything which (under the Code) may be done or is to be done after the Gas Flow Day, the Old Rules shall apply on and after the Implementation Date in relation to Gas Flow Days before the Implementation Date.

### **1.4 General transition rules**

1.4.1 Except as otherwise provided in this Part IIF, where any relevant condition or requirement is satisfied or relevant attribute applies (under the Old Rules) in relation to a Supply Meter Point (including an IGTS Supply Meter Point) or Supply Point (including an IGTS Supply Point) on the Last Pre-Nexus Day, the relevant condition or requirement shall be treated as satisfied or relevant attribute as applying (under the New Rules) on and with effect from the Implementation Date.

1.4.2 For the purposes of paragraph 1.4.1 a relevant condition or requirement or relevant attribute is a condition or requirement or attribute applying to Supply Meter Points or Supply Points under the Old Rules which also applies under the New Rules.

### **1.5 Non-Elapsed Time Days and Non-TPD Communication Days**

1.5.1 For the purposes of this Part IIF:

- (a) where a Day is a **“Non-Elapsed Time Day”** then such Day shall not count as:
  - (i) a Supply Point Systems Business Day for the purposes of Sections G and M under the Old Rules and the New Rules;
  - (ii) a Query Count Day or a Query Receipt Day for the purposes of Section S4.7;
- (b) Where a Day is a **“Non-TPD Communication Day”** then on such Day:

- (i) a Party is not permitted to, and the CDSP shall not be required to, make any TPD Communication for the purposes of Section G;
  - (ii) a User is not permitted or required to submit a Meter Information Notification, a Meter Information Update Notification or a C&D Notification to the CDSP for the purposes of Section M3.2;
  - (iii) the CDSP shall not be required to make any TPD Communication for the purposes of Section M or update the Supply Point Register.
- 1.5.2 Each Day in the period from (and including) 23 May 2017 to (and including) 5 June 2017 shall be a Non-Elapsed Time Day.
- 1.5.3 Each Day in the period from (and including) 23 May 2017 to (and including) 31 May shall also be a Non-TPD Communication Day.
- 1.5.4 For the purposes of OR Section M5.2.2 and 5.2.3 no liability shall be payable by the Transporter by reason of the failure by the Transporter to provide a Valid Meter Reading on a Non-Elapsed Time Day.
- 1.5.5 A User shall not be entitled to notify an Invoice Query on a Non-TPD Communication Day.

## **2 Section C**

- 2.1.1 The New Rules in the following provisions of Section C are effective from the Implementation Date on a Gas Flow Day basis:
- (a) Section C1.5 (Forecast User LDZ Unidentified Gas);
  - (b) Section C2.2.6 (deemed NDM Output Nominations).

## **3 Section E**

### **3.1 Gas Flow Day basis**

- 3.1.1 The New Rules in the following provisions of Section E are effective from the Implementation Date on a Gas Flow Day basis:
- (a) Section E1.1.6 (User LDZ Unidentified Gas);
  - (b) Section E1.6 (information);
  - (c) Section 5.1.1 (Daily Imbalance).

### **3.2 Offtake reconciliation**

- 3.2.1 Offtake Reconciliation will be carried out (in accordance with and subject to the New Rules):
- (a) in relation to Supply Meter Points which (under the Old Rules) were Individually Reconciled, in respect of each Valid Meter Reading submitted by a

User on or after the Implementation Date, including Valid Meter Readings for Read Dates before the Implementation Date;

- (b) in relation to Supply Meter Points which (under the Old Rules) were not Individually Reconciled, in respect of each Valid Meter Reading for a Read Date which is on or after the Implementation Date.
- 3.2.2 Accordingly DM Reconciliation, Individual CSEP Reconciliation and Individual NDM Reconciliation under the Old Rules will not be carried out in respect of any Meter Reading submitted on or after the Implementation Date.
- 3.2.3 For the purposes of this Part IIF:
- (a) **“Transitional Offtake Reconciliation”** means an Offtake Reconciliation where the Reconciliation Metered Period starts before the Implementation Date and ends on or after the Implementation Date;
  - (b) in relation to any Transitional Offtake Reconciliation:
    - (i) **“First Period”** means that part of the Reconciliation Metered Period which ends on the Last Pre-Nexus Day;
    - (ii) **“Second Period”** means that part of the Reconciliation Metered Period which starts on the Implementation Date;
  - (c) a System Exit Point was **“Individually-Reconciled”** where (under the Old Rules, in the First Period) it was of a kind which was subject to Individual Reconciliation.
- 3.2.4 For the purposes of any Transitional Offtake Reconciliation, where the System Exit Point was Individually-Reconciled:
- (a) Offtake Reconciliation shall be carried out (under the New Rules) in respect of the entire Reconciliation Metered Period, and accordingly the Reconciliation Quantity, Reconciliation Clearing Value and Prevailing Metered Volume shall be calculated under the New Rules on the basis of the sum (in Sections E1.3.4(a), E6.2.3(b) and E6.2.5) over all Days in the Reconciliation Metered Period;
  - (b) for the purposes of Unidentified Gas Reconciliation (under the New Rules) and Aggregate NDM Reconciliation (under the Old Rules), the Reconciliation Quantity and Reconciliation Clearing Value shall be divided into two parts:
    - (i) the first part (**“First Period RQ”** and **“First Period RCV”**) calculated in accordance with Sections E1.3.4(a) and E6.2.5 on the basis of the sum over Days in the First Period;
    - (ii) the second part (**“Second Period RQ”** and **“Second Period RCV”**) calculated in accordance with Sections E1.3.4(a) and E6.2.5 on the basis of the sum over Days in the Second Period.
- 3.2.5 Where the System Exit Point was not Individually-Reconciled, Offtake Reconciliation shall be carried out (under the New Rules) in respect of the Second Period only, and accordingly the Reconciliation Clearing Value and Prevailing Metered Volume shall be

calculated on the basis of the sum (in Sections E6.2.3(b) and E6.2.5) over Days in the Second Period.

- 3.2.6 The New Rules in Section E6.6 (Shared Supply Meter Points) apply in respect of each Offtake Reconciliation carried out on or after the Implementation Date.

### **3.3 Unidentified Gas Reconciliation under the New Rules**

- 3.3.1 For the purposes of Unidentified Gas Reconciliation, for each Reconciliation Billing Period which falls within the first 12 months from the Implementation Date, the Unidentified Gas Reconciliation Period shall be the period starting on the Implementation Date and ending on the last Day of the Reconciliation Billing Period (and Section E7.1.2(a) is modified accordingly).
- 3.3.2 For the purposes of Unidentified Gas Reconciliation, in relation to any System Exit Point for which Transitional Offtake Reconciliation was undertaken in the Reconciliation Billing Period, only the Second Period RQ and Second Period RCV shall be taken into account in calculating the Aggregate Reconciliation Quantity and Aggregate Reconciliation Clearing Value (and Section E7.1.2(a) is modified accordingly).

### **3.4 Aggregate NDM Reconciliation under the Old Rules**

- 3.4.1 Aggregate NDM Reconciliation under the Old Rules shall continue to be carried out following the Implementation Date, in respect of Offtake Reconciliations relating to Individually-Reconciled System Exit Points, where the first Day of the Reconciliation Metered Period is before the Implementation Date, in accordance with this paragraph 3.4.
- 3.4.2 For the purposes of such Aggregate NDM Reconciliation in any Reconciliation Billing Period after the Implementation Date:
- (a) the Aggregate Reconciliation Quantity and Aggregate Reconciliation Clearing Value (under OR Section E7.2.2(a)) shall be calculated using, in the case of an Individually-Reconciled System Exit Point for which Transitional Offtake Reconciliation was carried out in the Reconciliation Billing Period, the First Period RQ and First Period RCV; and the Aggregate Reconciliation Transportation Charge Adjustments shall be determined accordingly;
  - (b) all System Exit Points shall be treated as comprising a single Individual Reconciliation Sector for which the Aggregate Reconciliation Period is the period of 12 months referred to in OR Section E7.2.2(f)(iii) (and the distinctions in Section E7 between Monthly Individual Reconciliation, LDZ Reconciliation, Annual Individual Reconciliation and DM Check Individual Reconciliation are to be disregarded);
  - (c) for the purposes of calculating User SP LDZ Aggregate AQ, in relation to Days in the Aggregate Reconciliation Period on or after the Implementation Date, for each Smaller Supply Point the Annual Quantity under the New Rules shall be used.

**3.5 Supressed Reconciliation**

- 3.5.1 Any Suppressed Reconciliation Value which remains Suppressed on the Last Pre-Nexus Day shall continue to be Investigated following the Implementation Date under the Old Rules, subject to the further provisions of this paragraph 3.5.
- 3.5.2 For the purposes of this paragraph 3.5:
  - (a) OR Sections E8.2 and 8.3 shall not apply;
  - (b) “**User Resolution Deadline**” and “**Transporter Resolution Deadline**” mean respectively, the date falling six (6) and twelve (12) months after the Implementation Date.
- 3.5.3 Where a User Suppressed Reconciliation Value remains Suppressed on the User Resolution Deadline the Transporter will commence an investigation of the User Suppressed Reconciliation Value in accordance with OR Section E8.4.1.
- 3.5.4 Where following Investigation by the Transporter a User Suppressed Reconciliation Value:
  - (a) ceases to be Suppressed, for the purposes of OR Section E8.4.5(a) the relevant Invoice Items shall be included in a Reconciliation Invoice submitted by the Transporter within two (2) months of the Transporter Resolution Deadline;
  - (b) remains Suppressed on the Transporter Resolution Deadline, the Transporter shall make the determination referred to in OR Section E8.4.5(b) and the Suppressed Reconciliation Value shall not be used for any purpose.
- 3.5.5 For the purposes of OR Section E8.4.4 the provisions of TPD Section M4.1 shall apply in respect of any changes identified following the Investigation.

**3.6 AUG**

- 3.6.1 The Old Rules in OR Section E10 for the calculation and payment of User Unidentified Gas Amounts shall operate in respect of Reconciliation Billing Periods up to and including but not after the Reconciliation Billing Period ending on the Last Pre-Nexus Day; and such rules shall cease to be effective thereafter.
- 3.6.2 For the avoidance of doubt, the prevailing AUG Table established under OR Section E10 has no effect after the Last Pre-Nexus Day.
- 3.6.3 For the period from the Implementation Date to 30 September 2017, for the purposes of Section E1.1.6(c):
  - (a) each Supply Meter Point belongs to a category defined by its Class and EUC;
  - (b) the allocation factors for each such category of Supply Meter Point are as set out in the table below:

	<b>Allocation Factor</b>	
<b>Class</b>	<b>EUC Band 1</b>	<b>EUC Band 2 to 9</b>

Class 1	0	0
Class 2	0	0
Class 3	1.17	1.28
Class 4	1.17	1.28

- (c) each Metered Connected System Exit Point belongs to a single category of Metered Connected System Exit Points, for which the allocation factor is zero (0).

3.6.4 The New Rules in Section E9 shall apply for the purposes of appointing an AUG Expert and preparing an AUG Statement and an AUG Table in respect of the AUG Year commencing 1 October 2017.

**4 Section F**

**4.1 General**

4.1.1 The New Rules under Section F shall be effective, and the Old Rules under Section F shall cease to be effective, on the same basis as the New Rules and Old Rules under Section E become and cease to be effective (and so as to give effect to System Clearing Contracts by reference to the New Rules and Old Rules under Section E as so effective).

**4.2 Reconciliation Neutrality**

4.2.1 It is acknowledged for the avoidance of doubt that the provisions of OR Section F6 ceased to be effective prior to the Nexus Modifications.

**5 Section G**

**5.1 General**

5.1.1 No Code Communication under Section G may be submitted by a User or will be submitted by the CDSP or a Transporter under the New Rules on a Day before the Implementation Date.

5.1.2 Except as provided in this Part IIF, no Code Communication under Section G may be submitted by a User or will be submitted by the CDSP or a Transporter under the Old Rules on or after the Implementation Date.

5.1.3 Except as provided in this Part IIF, where:

- (a) before the Implementation Date a User, the CDSP or a Transporter has submitted a Code Communication under Section G under the Old Rules, and
- (b) the process (under the Old Rules) initiated by such Code Communication, or to

which such Code Communication otherwise relates, has not been completed before the Implementation Date,

then (irrespective of whether the process was not completed as a result of any delay by the CDSP, a Transporter or a User), with effect from the Implementation Date such process shall lapse and the Code Communication shall be of no effect, unless:

- (c) the same process or an equivalent process exists under the New Rules, and
- (d) the Code Communication contains the data which would be required under the New Rules and is otherwise capable of applying for the purposes of the New Rules;

in which case such Code Communication shall be effective for the purposes of the New Rules.

## 5.2 Classes of Supply Point

5.2.1 On and with effect from the Implementation Date each Supply Meter Point shall be classified as follows:

- (a) where on the Last Pre-Nexus Day the Supply Meter Point was a DM Supply Meter Point pursuant to OR Section G1.5.1(b)(i), the Supply Point shall be in Class 1;
- (b) where on the Last Pre-Nexus Day the Supply Meter Point was a DM Supply Meter Point pursuant to OR Section G1.5.1(b)(ii), the Supply Point shall be in Class 2;
- (c) in all other cases the Supply Point shall be in Class 4, subject to paragraph 5.2.2;

and such classification shall be automatic without any requirement for a User to do anything (pursuant to Section G1.11 or otherwise) to give effect to such change.

5.2.2 In respect of each Supply Meter Point which on the Last Pre-Nexus Day is classified as a DM Supply Meter Point with Telemetered Daily Read Equipment installed pursuant to an election by the Registered User:

- (a) subject to paragraph (b), with effect from the Implementation Date, the Supply Meter Point shall be in Class 1;
- (b) unless by the date falling ten (10) months after the Implementation Date (“**relevant date**”) the Supply Point:
  - (i) becomes in Class 1 because the Class 1 Requirement applies; or
  - (ii) is re-classified as Class 2, 3 or 4 pursuant to an election by the Registered User,

the Supply Meter Point shall be re-classified in Class 4 with effect from a date, no later than one (1) month after the relevant date, determined by the CDSP.



- 5.2.3 In accordance with paragraph 5.1.1, no election as to the Class of a Supply Meter Point may be made by a User before the Implementation Date.
- 5.2.4 In accordance with paragraphs 5.2.1 and 5.2.3, no Supply Meter Point may be in Class 3 except pursuant to an election made by a User on or after the Implementation Date.
- 5.2.5 A determination (as to whether a Supply Meter can be Daily Read) made before the Implementation Date under OR Section G1.5.4 shall be effective as a determination (as to whether the Class 1 Meter Read Requirements can be satisfied in relation to the Supply Meter) under the New Rules in Section G1.5.4.
- 5.2.6 Where to give effect to any provision of the Code including this Part IIF it is necessary to treat a Supply Meter Point or Supply Point as belonging (before the Implementation Date) to a Class under the New Rules, such classification shall be on the basis in paragraph 5.2.1.
- 5.2.7 For the purposes of Section G1.6.15 under the New Rules, no preceding period (as referred to in that Section) shall start before the Implementation Date, and accordingly for the purposes of determining whether a threshold requirement is satisfied, no month ending before the Implementation Date may be counted as an AQ Calculation Month.
- 5.2.8 The restriction (on changing Class or meter reading elections) in Section G1.11.3(a) of the New Rules first applies in relation to a Supply Meter Point following the first change in Class or meter reading election for such Supply Meter Point on or after the Implementation Date.

### **5.3 Annual Quantity with effect from Nexus Implementation Date**

- 5.3.1 With effect on and from the Implementation Date, the Annual Quantity of each Supply Meter Point shall be the Annual Quantity determined pursuant to the Old Rules and prevailing as at the Last Pre-Nexus Day, until such time as a different Annual Quantity applies pursuant to the New Rules (as they apply pursuant to paragraph 5.4).
- 5.3.2 The provisions of the Old Rules which would (before the Implementation Date) apply, for the purposes of determining the Annual Quantity of each Supply Meter Point on and with effect from 1 October 2017, and the related reporting provisions of OR Section G1.6.18, shall not apply (and if the CDSP implements any process pursuant to those provisions, it shall be for information only and shall have no effect for the purposes of the Code).
- 5.3.3 In relation to the provisions of OR Section G1.6.13 and G1.6.14 for appeal of the Annual Quantity for a Supply Point:
- (a) no notification of such an appeal (under OR Section G1.6.13(a) or (b)) may be given after 31 March 2017;
  - (b) where a User gave notification of such an appeal in respect of a Supply Meter Point on or before 31 March 2017, and for any reason of the processes set out in OR Section G1.5.13 have not been completed (and the Annual Quantity for such Supply Meter Point has not been substituted under OR Section G1.6.13(d)) by 30 April 2017, the notification of such appeal and the appeals process shall lapse and be of no effect;

- (c) consistent with paragraph (b), a Supply Point Reconfirmation under OR Section G1.6.14 for a Supply Point Registration Date on or after 1 May 2017 will be invalid and of no effect;
- (d) the reporting provisions of OR Section G1.6.26 shall apply consistent with paragraphs (a), (b) and (c) above

and no Party shall be treated to be in breach of Code by reason of acting in accordance with the provisions in this paragraph 5.3.3 prior to the date on which the Modification pursuant to which this amended paragraph has effect was approved by the Authority.

#### **5.4 Annual Quantities determined under New Rules**

5.4.1 For the purposes of calculating the Annual Quantity of a Supply Meter Point under the New Rules:

- (a) other than a Pre-Nexus Meter Reading (which is Valid under the New Rules) with a Read Date on or after Day 11 of M(NID)-1 and submitted in the period between the Implementation Date and Day 10 of M(NID), no Pre-Nexus Meter Reading shall be an AQ Closing Read for the purposes of Section G1.6.7(a);
- (b) a Qualifying Pre-Nexus Meter Reading will be treated as a Valid Meter Reading for the purposes of determining AQ Opening Readings under Section G1.6.7(b), but subject to paragraph 5.4.2.

5.4.2 Where a quantity is calculated (under the New Rules), as the Annual Quantity of a Supply Meter Point, on the basis of a Qualifying Pre-Nexus Meter Reading as the AQ Opening Reading:

- (a) the quantity so calculated will be subject to validation by the CDSP under the Nexus Transitional AQ Validation Rules;
- (b) if the quantity fails such validation, such quantity will not apply as the Annual Quantity and the prevailing Annual Quantity of the Supply Meter Point shall be unchanged.

5.4.3 For the purposes of this paragraph 5.4:

- (a) a Pre-Nexus Meter Reading is a Meter Reading with a Read Date before the Nexus Implementation Date;
- (b) a Pre-Nexus Meter Reading is “**Qualifying**” where:
  - (i) it was a Valid Meter Reading under (and as defined in) the Old Rules; and
  - (ii) if paragraph 5.4.6 applies in relation to a Supply Meter Point, the Read Date of the Pre-Nexus Meter Reading is not earlier than the Backstop Read Date or (if more than one) the latest Backstop Read Date.
- (c) the “**Nexus Transitional AQ Validation Rules**” are the rules contained in the document so entitled dated as of the Nexus Implementation Date and issued by the Transporters as a UNC Related Document, as such document may be

amended in accordance with TPD Section V12.

5.4.4 In accordance with paragraphs 5.4.1 to 5.4.3:

- (a) the calculation of Annual Quantities under the New Rules will commence in M(NID) (as the first AQ Calculation Month);
- (b) the first AQ Read Submission Period shall be a short period starting Day 1 of M(NID) and ending Day 10 of M(NID);
- (c) the earliest Day from which such an Annual Quantity may apply is Day 1 of M(NID)+1.

5.4.5 A User may (under the New Rules in Section G1.6.20 to G1.6.26) request a change in an Annual Quantity determined and applying under the New Rules, but not an Annual Quantity applying pursuant to paragraph 5.3.1.

5.4.6 This paragraph 5.4.6 applies in relation to a Supply Meter Point where (under the Old Rules), for any Gas Year ending before the Implementation Date:

- (a) the Annual Quantity was determined pursuant to OR Section G1.6.7(a) as the User Provisional Annual Quantity following a notification by a User under OR Section G1.6.4, or
- (b) the Annual Quantity was substituted pursuant to OR Section 1.6.13(d) following an appeal by a User under OR Section G1.6.13(a)(i), or
- (c) in the case where the Annual Quantity was not determined pursuant to OR Section G1.6.7(a) as the User Provisional Annual Quantity, the Transporter determined that the Provisional Annual Quantity (determined under OR Section G1.6.2) manifestly did not satisfy the requirements in OR Section G1.6.6, and as a result no new Annual Quantity was established under OR Section G1.6.7 (and the prevailing Annual Quantity for the preceding Gas Year continued to apply for the Gas Year in question);

and where this paragraph 5.4.6 applies the “**Backstop Read Date**” is:

- (i) in a case in paragraph (a) or (b), the Read Date of the later or latest of the Meter Readings provided by the User pursuant to OR Section G1.6.5(a)(ii) or (where applicable) (b)(i) in connection with such determination or substitution, or
- (ii) in a case in paragraph (c), the Read Date of the ending Meter Read (as referred to in OR Section H3.2.2) on the basis of which the Provisional Annual Quantity was calculated.

5.4.7 For the purposes of Section G1.6.17:

- (a) the Formula Year Annual Quantity of a Supply Point for the Formula Year 2017/2018 shall be the Annual Quantity prevailing (under the Old Rules) as at the Last Pre-Nexus Date, subject to paragraph (b);
- (b) the New Rules shall apply:

- (i) for any revision of the Formula Year Annual Quantity of a Supply Point for such Formula Year pursuant to Section G1.6.18;
- (ii) for determining the Formula Year Annual Quantity of a Supply Point for the Formula Year 2018/2019.

## **5.5 Supply Point Administration**

5.5.1 A Supply Point Enquiry submitted (under the New Rules) on or after the Implementation Date may specify a relevant consumption period which commences before the Implementation Date (subject to Section G1.17.4(a)).

5.5.2 Where before the Implementation Date:

- (a) a User has submitted a Supply Point Nomination, or
- (b) the CDSP has submitted a Supply Point Offer to a User

in respect of a Supply Point, and (in a case within paragraph (a)) the CDSP has not submitted a Supply Point Offer or (in a case within paragraph (b)) the User has not submitted a Supply Point Confirmation before the Implementation Date, such Supply Point Nomination or Supply Point Offer shall lapse and be of no effect.

5.5.3 Paragraph 5.5.2 applies whether or not (in a case within paragraph 5.5.2(a)) the Transporter has given a referral notice under Section G2.3.8 has been given to the User; and in a case where a referral notice was given, where the Supply Point Nomination lapses the assessment by the Transporter of the feasibility of making gas available for offtake will be discontinued.

5.5.4 Where before the Implementation Date a User has submitted a Supply Point Confirmation in respect of a Supply Point for a Proposed Supply Point Registration Date on or after the Implementation Date, the Supply Point Confirmation shall be effective for the purposes of (and subject to) the New Rules on the basis that the Class for which the Supply Point is Nominated is determined in accordance with paragraph 5.2.1 and 5.2.2.

5.5.5 Paragraph 5.3.4 applies whether or not there was, at the time of submission of the Supply Point Confirmation, an appeal (as referred to in paragraph 5.3.5) in respect of the Annual Quantity of the Supply Point which lapses pursuant to paragraph 5.4.5.

5.5.6 Subject to paragraphs 5.5.7 and 5.5.8, where before the Implementation Date a User notified a revision of the Supply Point Register (as contemplated by OR Annex G-1), and such revision was not made before the Implementation Date, then such notification shall be effective as notice of a Supply Point Amendment under (and subject to) the New Rules.

5.5.7 Paragraph 5.5.6 does not apply to revisions of the Supply Point Register under OR Annex G-1 paragraphs 1(vi), (viii) or (ix), and any notification of such revision shall lapse and be of no effect if the revision was not made before the Implementation Date.

5.5.8 Paragraph 5.5.6 does not apply to a Capacity Revision Application where:

- (a) it was necessary (as provided in Section G5.5.4) to assess the feasibility of

making gas available for offtake, and

- (b) the Transporter's response (as provided in Section G5.1.10) was not provided to the CDSP before the Implementation Date;

and in such a case the Capacity Revision Application shall lapse and be of no effect upon the Implementation Date.

5.5.9 TPD Communications of the following kinds under Section G will (in accordance with paragraph 5.1.3), if submitted (under the Old Rules) before and outstanding at the Implementation Date, be effective under (and subject to) the New Rules:

- (a) Supply Point Enquiries; and
- (b) Supply Point Objections.

5.5.10 For the purposes of this Part IIF where prior to the Implementation Date a Proposing User wishes to submit a Supply Point Confirmation specifying a relevant Proposed Supply Point Registration Date the reference to 14 calendar days in Section G2.5.8(b) shall not apply, and the latest date on which the Proposing User may submit the Supply Point Confirmation shall be the date specified in the table below:

<b>relevant Proposed Supply Point Registration Date</b>	<b>Latest date on which the Proposing User may submit a Supply Point Confirmation specifying the relevant Proposed Supply Point Registration Date</b>
31 May, 1, 2, 3, 4, 5 or 6 June 2017	16 May 2017
7 June 2017	17 May 2017
8 June 2017	18 May 2017
9, 10, 11, 12, 13 or 14 June 2017	22 May 2017

5.5.11 In respect of a Supply Point Confirmation submitted on 19, 20 or 21 May 2017 the Proposed Supply Point Registration Date may not be earlier than 9 June 2017.

5.5.12 Where a User submits a Supply Point Withdrawal in respect of a Supply Point which has not become effective (in accordance with the Old Rules) on or before 22 May 2017, the Supply Point Withdrawal shall lapse and be of no effect (and for the User to cease to be the Registered User of the Supply Point it shall be required to submit a further Supply Point Withdrawal on or after the Implementation Date).

## **6 Section H**

### **6.1 Demand Models and EUCs**

6.1.1 The New Rules in Section H1 (including the procedures in Sections H1.7, H1.8 and

H1.9) shall apply for the purposes of determining Demand Models and End User Categories for the Gas Year starting 1 October 2017 (and any other matter which is to be determined for such Gas Year).

- 6.1.2 The Demand Models, End User Categories, and values of Composite Weather Variable, ALP, DAF and EUC peak load factor applying with effect from the Implementation Date shall be those applying pursuant to the Old Rules as at the Last Pre-Nexus Day.
- 6.1.3 Other provisions of Section H1 shall apply, with effect from the Implementation Date, so far as they are capable of so applying, in continuity of the equivalent provisions of Old Rules as they applied on the Last Pre-Nexus Day; and accordingly:
- (a) the Weather Station Substitution Methodology and Climate Change Methodology prevailing as at the Last Pre-Nexus Day shall apply on and with effect from the Implementation Date;
  - (b) for the purposes of Sections H1.4.9 and H1.6 the arrangements made by the Transporters under the Old Rules apply as from the Implementation Date;
  - (c) the Demand Estimation Sub-Committee as constituted on the Last Pre-Nexus Day shall continue so constituted on and with effect from the Implementation Date.
- 6.1.4 The initial NDM Demand Estimation Methodology is the document so entitled, published by the Transporters and dated as of the Nexus Implementation Date (and such document is deemed approved by the Demand Estimation Sub-Committee for the purposes of Section E1.13.1).
- 6.1.5 For the purposes of Section G1.6.17 the Formula Year Annual Quantity of a Supply Point for the Formula Year starting 1 April 2017 shall be the Annual Quantity prevailing for December 2016, irrespective of whether such Annual Quantity applied pursuant to paragraph 5.3.2 or paragraph 5.4.

## **6.2 Supply Meter Point Demand**

- 6.2.1 The New Rules in Section H2 shall apply for the purposes of determining NDM Supply Meter Point Demand and Unidentified Gas and Forecast Unidentified Gas in respect of each Day commencing with the Implementation Date, and accordingly are effective from the Implementation Date on a Gas Flow Day basis.

## **6.3 Annual Quantity**

- 6.3.1 The New Rules in Section H3 shall apply for the purposes of determining Annual Quantity in each AQ Calculation Month in accordance with paragraph 5.4.

## **6.4 NDM Capacity**

- 6.4.1 The New Rules in Section H4.1 (as to Supply Point Capacity in respect of NDM Supply Points) are effective from the Implementation Date on a Gas Flow Day basis.

## **7 Section M**

## **7.1 General**

- 7.1.1 Except as provided in this Part IIF, the New Rules in Section M are effective in respect of Meter Readings submitted to the CDSP on or after the Implementation Date, including Meter Readings for Read Dates before the Implementation Date, and accordingly the Old Rules are not effective in respect of Meter Readings which have not been submitted before the Implementation Date.
- 7.1.2 Except as provided in this Part IIF, a Meter Reading which was obtained (under any provision of the Old Rules) with a Read Date before the Implementation Date but submitted to the CDSP on or after the Implementation Date, will be counted as a Meter Reading for the purposes of the New Rules, but subject to paragraph 7.2.
- 7.1.3 Except as provided in this Part IIF, where any provision (under the New Rules) of the Code in relation to a Meter Reading operates by reference to an earlier Meter Reading, a Meter Reading which was obtained, submitted and subjected to validation before the Implementation Date and was Valid under the Old Rules will count (subject to the New Rules) as such an earlier Meter Reading (and references in Section M to Meter Reads and Meter Readings shall be construed accordingly).
- 7.1.4 Paragraph 7.1.3 applies, without limitation, in respect of any provision (under the New Rules) for Offtake Reconciliation.
- 7.1.5 The Class (under the New Rules) of a Supply Meter on the Implementation Date shall be determined (in accordance with Section M1.3.1) by reference to the Class of the Supply Meter Point pursuant to paragraph 5.2.1 and 5.2.2; and where to give effect to any provision of the Code or this Part IIF it is necessary to treat a Supply Meter under the Old Rules as belonging (before the Implementation Date) to a Class under the New Rules, the Supply Meter shall be classified accordingly.

## **7.2 Validity**

- 7.2.1 The provisions of the New Rules (in Section M5.2 and the other provisions referred to in that Section) as to whether a Meter Reading is Valid apply in respect of any Meter Reading submitted to the CDSP on or after the Implementation Date, including a Meter Reading for which the Read Date is before the Implementation Date.
- 7.2.2 In accordance with paragraph 7.2.1 a Meter Reading with a Read Date before the Implementation Date may be rejected as not Valid even where (under the Old Rules) it would have been Valid.

## **7.3 Validation Rules**

- 7.3.1 For the purposes of Section M5.3.3 the initial Uniform Network Code Validation Rules applying under the New Rules are the rules and procedures in the document so entitled, issued by the Transporters and dated as of the Nexus Implementation Date (subject to amendment in accordance with that Section).

## **7.4 Meter Read Requirements**

- 7.4.1 The requirements (for Meter Readings to be obtained and submitted) under the New

Rules in Section M5.1 are effective on the basis set out in this paragraph 7.

7.4.2 The New Rules (as to estimation of Metered Volume) under Section M5.4 are effective:

- (a) in relation to Class 1 and 2 Supply Meters, as to Metered Volume for any Day on and after the Implementation Date;
- (b) in relation to Class 3 and 4 Supply Meters, as to Metered Volume for any period (as referred to in Section M5.4.2) ending on or after the Implementation Date.

7.4.3 The New Rules (as to cyclic Meter Readings in respect of Class 1 and Class 2 Supply Meters) under Sections M5.6 and M5.7 are effective as to Meter Readings for which the Read Date is on or after the Implementation Date, subject to paragraph 7.4.6.

7.4.4 The New Rules (as to cyclic Meter Readings in respect of Class 3 Supply Meters) under Section M5.8 are effective from the first time at which a User elects for Supply Meter Point to be in Class 3.

7.4.5 The New Rules under the following provisions:

- (a) Section M5.9 (as cyclic Meter Readings in respect of Class 4 Supply Meters), and
- (b) Section M5.10 (failure to obtain Meter Readings) and M5.12 (Check Reads)

shall apply, with effect from the Implementation Date, so far as they are capable of so applying, in continuity of the equivalent provisions of Old Rules as they applied on the Last Pre-Nexus Day.

7.4.6 In accordance with paragraph 7.4.5:

- (a) the Registered User of a Class 4 Supply Meter will be treated as having elected a monthly Meter Read Frequency for the purposes of Section M5.9.1(b)(ii) where (on the Last Pre-Nexus Day) such an election was in force under OR Section G2.3.2(f)(ii);
- (b) in relation to the first Meter Reading of a Class 4 Supply Meter on or after the Implementation Date, the minimum periods (since the Read Date of the preceding Valid Meter Reading) provided for in Section M5.9.2 shall run from Read Dates before the Implementation Date;
- (c) the requirements in Section M5.9.4 (as to percentages of Valid Meter Readings to be submitted within specified periods after Read Date) will apply on and after the Implementation Date in respect of Read Dates before the Implementation Date;
- (d) the requirements in Section M5.9.8 and M5.9.9 (as to frequency within which Valid Meter Readings are to be obtained, percentage of Relevant Supply Meters for which Valid Readings are to be obtained within a specified period, and maximum period from the last Read Date of the Read Date of a Monthly Read Meter) shall apply, on and from the Implementation Date, on the basis of the specified periods starting before the Implementation Date;



- (e) in relation to a Class 2 or 4 Supply Meter, until a Valid Meter Reading is submitted on or after the Implementation Date, the maximum periods provided for in Section M5.10.1 shall run from the Read Date of the last preceding Valid Meter Reading before the Implementation Date;
- (f) in relation to the first Check Read in respect of a Supply Meter on or after the Implementation Date, the maximum periods (since the Read Date of the last Check Read) provided for in Section M5.12.3 shall run from Read Dates before the Implementation Date.

7.4.7 Section M5.11 shall apply, on and with effect from the Implementation Date, in respect of any Day (including a Day before the Implementation Date) for which the Exit Close-Out Date is not earlier than the Implementation Date; and the equivalent Old Rules shall cease to apply accordingly.

## **7.5 Opening Meter Readings**

- 7.5.1 The New Rules (as to the submission or estimation of Opening Meter Readings) in Section M5.13 apply only to Supply Point Confirmations submitted on or after the Implementation Date.
- 7.5.2 Accordingly, and subject to paragraph 7.5.5, in relation to a Supply Point Confirmation submitted before the Implementation Date for a Proposed Supply Point Registration Date on or after the Implementation Date, the Old Rules (in OR TPD Section M3.8) shall apply in relation to the submission or estimation of an Opening Meter Reading.
- 7.5.3 The New Rules (in Section M5.13.11) as to the carrying out of Offtake Reconciliations in respect of Opening Meter Readings apply in respect of any Opening Meter Reading submitted or estimated on or after the Implementation Date.
- 7.5.4 The requirements in Section M5.13.17 (as to percentage of Opening Meter Readings for SSP qualifying transfers to be submitted in a month) apply, in relation to the month starting on the Implementation Date, to Opening Meter Readings whether the Read Date is before or on or after the Implementation Date.

## **7.6 Updated Meter Readings**

- 7.6.1 The New Rules as to Updated Meter Readings are effective on and after the Implementation Date, subject to the further provisions of this paragraph 7.6.
- 7.6.2 In the event a User submits an Updated Meter Reading for which the Read Date is earlier than the Implementation Date then for the purposes of Section E6.7.4 and 6.7.5 paragraph 7.6.3 shall apply.
- 7.6.3 Where this paragraph applies:
  - (a) in relation to a System Exit Point which was Individually-Reconciled:
    - (i) for each Affected Offtake Reconciliation, the determination (or redetermination) of the Reconciliation Values shall be carried out by reference to the Updated Meter Read in accordance with the New

Rules and on the basis referred to in paragraph 3.2.4(a);

- (ii) where an Affected Offtake Reconciliation is a Transitional Offtake Reconciliation, the determination (or redetermination) of the Reconciliation Quantity and the Reconciliation Clearing Value shall be carried out for the First Period and the Second Period on the basis referred to in paragraph 3.2.4(b) for the purposes of Unidentified Gas Reconciliation (under the New Rules) and Aggregate NDM Reconciliation (under the Old Rules);

(b) in relation to a System Exit point which was not Individually-Reconciled:

- (i) no determination (or redetermination) of the Reconciliation Values shall be carried out in relation to an Affected Offtake Reconciliation in respect of which the Reconciliation Metered Period ended prior to the Implementation Date;
- (ii) in respect of an Affected Offtake Reconciliation which is a Transitional Offtake Reconciliation the determination (or redetermination) of Reconciliation Values shall be carried out in accordance with the New Rules by reference to the Updated Meter read for the Second Period only and on the basis referred to in paragraph 3.2.5.

7.6.4 Where a Previous Registered User submits a request to the CDSP under Section E6.7.5(b) in relation to an Affected Offtake Reconciliation to which paragraph 7.6.3 applies, the replacement of Reconciliation Values in relation to the part of the Reconciliation Meter Period(s) in respect of which such User was the Registered User of the System Exit Point shall also be in accordance with paragraph 7.6.3.

## **7.7 Class 1 Supply Meters - further provisions**

7.7.1 The provisions of the New Rules in Section M6.2 (as to the installation or removal or Telemetered Daily Read Equipment) apply in continuity of the provisions of the Old Rules in OR Section M4.1 so far as relating to Telemetered Daily Read Equipment, and anything done pursuant to such Old Rules prior to the Implementation Date shall be treated as having been so done for the purposes of the New Rules.

## **7.8 Other provisions**

7.8.1 The New Rules in Section M5.15 apply in respect of Daily Read Error Days on and from the Implementation Date.

7.8.2 The Old Rules in OR Section M6 (as to the percentage of Valid Meter Readings to be provided in respect of Supply Meters with User Daily Read Equipment) are effective in respect of Meter Readings for Read Dates until and including the Last Pre-Nexus Day and not later Days.

## **8 Section S**

8.1.1 The New Rules under Section S apply in respect of Billing Periods from and including the Billing Period which starts on the Implementation Date.

8.1.2 Accordingly the Old Rules under Section S continue to apply in respect of Billing Periods up to and including the Billing Period which ends on the Last Pre-Nexus Date.

8.1.3 The circumstances referred to in TPD Section S1.9.4 are that

- (a) the Invoice Type is LDZ Capacity Invoices, and
- (b) the Code Contingency occurs following Project Nexus Implementation Date in relation to Billing Periods M(NID)-1 or M(NID), and
- (c) the Code Contingency continues for consecutive Billing Periods, and
- (d) the Billing Period is not greater than M(NID)+7.

## **9 Miscellaneous**

### **9.1 Section B**

Where the circumstances in Section B4.7.1 occur in respect of a relevant Supply Point on any Day in the period from (and including) 27 May to (and including) 31 May 2017 the User shall not be liable for any Supply Point Ratchet Charge in respect of the Supply Point and there shall be no automatic increase in the DM Supply Point Capacity.

### **9.2 Section V**

9.2.1 The Old Rules (as to the appointment and functions of the RbD Auditor and effect of its report) in OR Sections V9.5, V9.6 and V9.7 shall continue to apply:

- (a) in respect of the period from 1 October 2016 to the Last Pre-Nexus Date;
- (b) in respect of the period in respect of which the Aggregate NDM Reconciliation is carried out pursuant to paragraph 3.4;

(each of which periods shall be a relevant period for the purposes of those OR Sections).

## **10 IGTAD and TPD**

### **10.1 IGTAD Section B**

10.1.1 It is acknowledged that as of the Implementation Date, each DN Operator has:

- (a) established CSEP Connection Arrangements in accordance with the New Rules set out in IGTAD Section B1.2.1; and
- (b) established a record in respect of each CSEP setting out the information required by the New Rules set out in IGTAD Section B1.3.1.

10.1.2 Pursuant to CDSP IGT Data Migration:

- (a) [the provisions of IGTAD Section B2.2, relating to CSEP Connection Data as at

the Implementation Date, are to be satisfied by the end of the Last Pre-Nexus Day; and]

- (b) the provisions of IGTAD Section B2.4.1, relating to registration as at the Implementation Date of IGT Systems, are to be satisfied by the end of the Last Pre-Nexus Day.

## **10.2 IGTAD Section D**

- 10.2.1 Pursuant to CDSP IGT Data Migration, each Independent Gas Transporter is to provide the information (as at the Implementation Date) to the DN Operator as required pursuant to the provisions of IGTAD Section D3.1.
- 10.2.2 The information (equivalent to that required under IGTAD Section D3.2) provided by each DN Operator to the Independent Gas Transporter as at the Last Pre-Nexus Day pursuant to the CSEP Network Exit Agreement shall take effect as the information required (as at the Implementation Date) to be provided under IGTAD Section D3.2.

## **10.3 IGTAD Section E**

- 10.3.1 It is acknowledged that, as of the Implementation Date, for existing NExA Supply Meter Points which would under the New Rules be classified as Class 1 IGTS Supply Meter Points, the Class 1 Meter Reading Requirement has been satisfied as required pursuant to the New Rules in IGTAD Section E2.1.1.

## **10.4 IGTAD Section F**

- 10.4.1 The Association of Independent Gas Transporters will notify to the CDSP the names of the initial representatives of the Independent Gas Transporters, for the IGTAD Committee, no later than 7 Business Days before the Implementation Date.
- 10.4.2 Any Transporter or Independent Gas Transporter may convene a meeting of the IGTAD Committee to be held after the date on which the Association of Independent Gas Transporters has given notification under paragraph 10.4.1 and before the Implementation Date.

## **10.5 TPD Section A**

- 10.5.1 On and with effect from the Implementation Date, in accordance with the New Rules, CSEP Supply Meter Points shall be classified in accordance with TPD Section A4.5.2(a) and CSEP Supply Points shall be classified in accordance with TPD Sections A4.5.2(b) and (c) and A4.5.3, and such classifications shall be automatic without any requirement for an Independent Gas Transporter to do anything to give effect to such classification.
- 10.5.2 The Relevant TPD Provisions apply, with effect from the Implementation Date, on a Gas Flow Day basis on the basis of the classification of CSEP Supply Meter Points and CSEP Supply Points set out in paragraph 10.5.1.

## **10.6 TPD Section G**

- 10.6.1 It is acknowledged that as of the Last Pre-Nexus Day, each Transporter has established a CSEP Supply Point Register as required pursuant to TPD Section G1.2.23.

## **11 Amendment of CSEP Network Exit Agreements**

### **11.1 Provision of iGTSPRD**

- 11.1.1 Unless otherwise agreed between the Independent Gas Transporter (as CSO) and Xoserve, the Independent Gas Transporter shall continue to submit updates of the iGTSPRD on the basis of the agreement prevailing following implementation of the Code Modification known as Modification 0467 and which provides for the submission of data by the Independent Gas Transporter on a daily basis from 24 April 2017 until and including 23 May 2017.
- 11.1.2 In the event of the transfer of a CSEP prior to 1 June 2017, the Independent Gas Transporter shall notify Xoserve within 2 Business Days of such transfer being effective.

### **11.2 Provision of the iGT Licence Data**

- 11.2.1 The Independent Gas Transporter shall submit to Xoserve any changes to the iGT Licence Data within 2 Business Days of such change.

### **11.3 Transporters' Framework Agreement and DSC Agreement**

- 11.3.1 Each Transporter and each Independent Gas Transporter shall enter into the amended and restated Transporters Framework Agreement, in the form of such document submitted to the Authority as an attachment to the Final Modification Report for Code Modification 0608, no later than 7 Business Days before the Implementation Date.
- 11.3.2 Each Independent Gas Transporter shall accede to the DSC Agreement, pursuant to an accession agreement, in the form in the annex to the DSC Agreement as submitted to the Authority as an attachment to the Final Modification Report for Code Modification 0565, no later than 7 Business Days before the Implementation Date.
- 11.3.3 The procedures for implementing paragraphs 11.4.1 and 11.4.2 will be established by Xoserve pursuant to paragraph 2.5 of the Transitional Arrangements Document and each Transporter and each Independent Gas Transporter must comply with this procedure.

## **12 Termination of the CSEP Network Exit Agreement**

- 12.1.1 Each CSEP Network Exit Agreement is terminated, on a Gas Flow Day basis, with effect from the Implementation Date, subject to the further provisions of this paragraph 12.
- 12.1.2 Termination of the CSEP Network Exit Agreements shall be without prejudice to the rights, obligations and liabilities of the Parties to the CSEP Network Exit Agreements accrued prior to the Implementation Date. The obligations of each Party which are expressed to survive termination or take effect on termination shall continue in full force and effect notwithstanding termination of such CSEP Network Exit Agreement.

- 12.1.3 Where, before the Implementation Date, the Independent Gas Transporter has provided, to the relevant DN Operator, information equivalent to information required to be provided to the DN Operator under the New Rules (other than information provided as part of CDSP IGT Data Migration), such information shall be retained by the DN Operator and shall apply as such equivalent information required under the New Rules on and from the Implementation Date.
- 12.1.4 The Independent Gas Transporter shall remain responsible, on and after the Implementation Date, for carrying out any obligations under the CSEP Network Exit Agreement which relate to Gas Flow Days prior to the Implementation Date.



**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IIG – TRANSITIONAL INVOICING****1. General**

1.1 During the re-allocation period any other provision of the Code which would in any particular case conflict with the implementation of this Part IIE shall to that extent not apply. This Part IIG sets out transitional rules in respect of TPD Section S in relation to the invoicing of certain Transportation Charges by the relevant Transporter and National Gas Transmission which apply in respect of relevant Billing Periods.

1.2 For the purposes of this Part IIG:

- (a) **“Distribution Item”** is an Invoice Item which represents a Transportation Charge payable by a User to the relevant Transporter or payable by the relevant Transporter to a User;
- (b) **“relevant Billing Periods”** means Billing Periods;
  - (i) from and including the Billing Period which starts on the Project Nexus Implementation Date; and
  - (ii) up to and including any Billing Period which ends before the date specified in the joint notice given by the relevant Transporter and National Gas Transmission to Users (which date shall be not less than thirty (30) Business Days following the giving of such notice);
- (c) **“relevant Transporter”** means the DN Operator which is the owner or operator of the Systems comprising the North West, West Midlands, East Midlands, East Anglia and North Thames LDZs;
- (d) **“Transmission Item”** is an Invoice Item which represents a Transportation Charge payable by a User to National Gas Transmission or payable by National Gas Transmission to a User.

**2. Ancillary Invoices**

2.1 In respect of relevant Billing Periods:

- (a) the relevant Transporter may submit an Invoice Document to a User which contains:
  - (i) Transmission Items and Distribution Items;
  - (ii) Transmission Items only;

**“relevant Invoice Document”** notwithstanding that such Transmission Items represent amounts payable in respect of the User's use of a System owned and operated by National Gas Transmission;



- (b) the relevant Transporter and National Gas Transmission may submit an Ancillary Invoice which includes Invoice Items comprised in the following Invoice Types:
    - (i) Commodity Invoice
    - (ii) LDZ Capacity Invoice;
    - (iii) Balancing Invoice;
    - (iv) Amendment Invoice;
  - (c) where the relevant Transporter submits a relevant Invoice Document to a User:
    - (i) the relevant Transporter shall submit to the User an Ancillary Invoice which contains, in respect of each Transmission Item contained in the relevant Invoice Document:
      - (1) where the Transmission Item is payable by the User to the relevant Transporter, a corresponding Invoice Item which is payable by the relevant Transporter to the User for the same Invoice Amount as is payable in respect of such Transmission Item;
      - (2) where the Transmission Item is payable by the relevant Transporter to the User, a corresponding Invoice Item which is payable by the User to the relevant Transporter for the same Invoice Amount as is payable in respect of such Transmission Item;
    - (“Ancillary D Invoice”);**
    - (ii) National Gas Transmission shall submit to the User an Ancillary Invoice which contains the same Transmission Items contained in the relevant Invoice Document submitted by the relevant Transporter (**“Ancillary T Invoice”**);
  - (d) the relevant Transporter shall ensure an Ancillary D Invoice, and National Gas Transmission shall ensure an Ancillary T Invoice, is submitted to the User on the same date as the relevant Invoice Document (being on such date as the relevant Invoice Document is to be submitted to the User pursuant to TPD Section S1.4) such that the Invoice Due Date of the Ancillary D Invoice and Ancillary T Invoice is the same as the Invoice Due Date of the relevant Invoice Document.
- 2.2 In the event a relevant Invoice Document and the related Ancillary D Invoice and Ancillary T Invoice are not submitted to the User in accordance with paragraph 2.1(d), such Invoice Documents shall be invalid, and the User or the Transporter shall not be liable for the amounts subject thereto, but without prejudice to the liability of the User or the Transporter for such amounts once such Invoice Documents are submitted to the User on the same date.
- 2.3 Where the relevant Transporter submits a relevant Invoice Document and an Ancillary D Invoice to a User the User shall only be required to pay the Invoice Amounts under the relevant Invoice Document which comprise Distribution Items on or before the Invoice Due Date.
- 2.4 Each relevant Invoice Document shall be accompanied by such supporting data as is specified under TPD Section S1.3.4; provided National Gas Transmission shall not be required to provide the same supporting data (in relation to relevant Transmission Items) when submitting an Ancillary T Invoice.

- 2.5 Ancillary Invoices submitted pursuant to this Part IIG shall not contain any amount referred to in TPD Section S2.4.3, 2.4.4, 2.4.5 or 2.4.6.
- 2.6 TPD Section S2.5.2 shall not apply to any Ancillary Invoice submitted pursuant to this Part IIG.
- 2.7 For the avoidance of doubt, nothing in this Part IIG shall prevent the relevant Transporter (in respect of a relevant Invoice Document) or National Gas Transmission (in relation to an Ancillary T Invoice) from issuing a Set off Notice pursuant to TPD Section S3.8.

### **3. Invoice Queries**

- 3.1 Where a User wishes to raise an Invoice Query in respect of a Transmission Item shown as payable under a relevant Invoice Document the User shall, for the purposes of TPD Section S4.2.1, raise such Invoice Query with National Gas Transmission in respect of the corresponding Transmission Item shown as payable under the relevant Ancillary T Invoice.

### **4. Confidentiality**

- 4.1 For the purposes of this Part IIG, and in respect of a relevant Invoice Document:
- (a) National Gas Transmission acknowledges the submission of a relevant Invoice Document involves the disclosure by National Gas Transmission to the relevant Transporter of Protected Information in respect of the User to which the relevant Invoice Document is to be submitted (“**relevant User**”);
  - (b) each relevant User acknowledges TPD Section V5.1 shall not apply to such disclosure by reason of the User having given its consent to the disclosure pursuant to TPD Section V5.5.3(g).

### **5. Value at Risk**

- 5.1 For the avoidance of doubt, and for the purposes of determining a User's Value at Risk in relation to the relevant Transporter on any Day in a relevant Billing Period, the aggregate amount invoiced to a User shall be calculated net of all amounts invoiced under an Ancillary D Invoice.



**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IIIH – CSS IMPLEMENTATION****1 GENERAL****1.1 General**

1.1.1 For the purposes of this Part IIIH:

- (a) **“Association Data Cut-Off Date”** is the date to be determined by the CDSP and notified to Users for the purposes of paragraph 2.4.1(a)(i);
- (b) **“CSS Implementation Date”** or **“CSSID”** means the 'CSS Go-Live Date' as defined in the REC;
- (c) **“CSS Modification”** means the Code Modification the purpose of which is to give effect to the changes to the Code to facilitate implementation of the REC and the CSS and to be implemented with effect from the CSS Implementation Date;
- (d) in relation to any matter which the CSS Modification relates:
  - (i) **“Old Rules”** means the provisions of TPD Section G as they apply prior to the CSS Modification;
  - (ii) **“New Rules”** means the provisions of TPD Section G as they apply following the CSS Modification;
- (e) **“Pre-CSSID Period”** means the period commencing on the Day falling ten (10) Supply Point System Business Days prior to the CSSID and ending on the Day preceding the CSSID.

1.1.2 Unless otherwise provided for nothing in this Part IIIH shall apply to a Non-CSS Supply Point.

**1.2 Defined Terms**

1.2.1 In this Part IIIH a defined term which is defined only in the New Rules has the meaning under the New Rules.

**2 TPD SECTION G****2.1 Modification of Supply Point Register**

2.1.1 The Registered User of a Supply Point may not amend the Supply Point Register pursuant to TPD Section G3.3.2 after the Day falling three (3) Supply Point System Business Days prior to the CSSID.

2.1.2 The Registered User may not submit a Supply Point Amendment in respect of a change in the identity of the supplier pursuant to TPD Section G6.6.10 after the Day falling three (3) Supply Point System Business Days prior to the CSSID.

- 2.1.3 A Supply Point Amendment in respect of a change in supplier for which the effective date is after the CSSID shall lapse and have no further effect.

## **2.2 Registration**

- 2.2.1 For the purposes of the New Rules, in relation to a Supply Point Offer which was submitted by the CDSP to a User less than six (6) months prior to the CSSID (and which remains valid and in respect of which no Supply Point Confirmation has been made), with effect from the CSSID:

- (a) the User submitting the Supply Point Nomination to which the Supply Point Offer relates shall be deemed to have submitted a Detail Registration Nomination in respect of which the Registration Details are the same as set out in the User's original Supply Point Nomination;
- (b) the CDSP will be deemed to have submitted a Detail Registration Response in respect of which the Registration Details shall be the same as set out in the CDSP's original Supply Point Offer;
- (c) for the purposes of TPD Section G5.3.13(a)(ii)(1) in the New Rules the period of six (6) months shall be deemed to have commenced on the date the CDSP submitted the original Supply Point Offer under Section G6.5.1 under the Old Rules.

- 2.2.2 The CDSP shall reject a Supply Point Confirmation in respect of which the Proposed Supply Point Registration Date is a date falling after the CSSID.

- 2.2.3 The CDSP shall not register a Supply Meter Point in accordance with TPD Section G4.4.4, 4.6.11, 8.2.4, 8.4.3 or 8.5.4 under the Old Rules in the period commencing on the Day falling three (3) Supply Point System Business Days before the CSSID and ending on the Day preceding the CSSID.

- 2.2.4 The CDSP may reject a Supply Point Confirmation in respect of which:

- (a) a CSS Supply Meter is to be comprised in a Non-CSS Supply Point;
  - (b) a Non-CSS Supply Meter Point is to be comprised in a CSS Supply Point
- under the Old Rules during the Pre-CSSID Period.

## **2.3 Withdrawal**

- 2.3.1 A Supply Point Withdrawal shall lapse and have no further effect where the CDSP determines on the day falling two (2) Supply Point System Business Days prior to the CSSID that the date of the Effective Supply Point Withdrawal shall not occur prior to the CSSID.

- 2.3.2 The CDSP shall reject a Supply Point Withdrawal where submitted on a Day later than the Day falling three (3) Supply Point System Business Days prior to the CSSID.

## **2.4 Association Data**

- 2.4.1 With effect from the CSSID:

- (a) the Shipper-Supplier Association Data for a User shall be the data set established as such by the CDSP for the purposes of TPD Section G5.7 of the New Rules:

- (i) on the basis of the information provided to the CDSP by the User by the Association Data Cut-Off Date;
  - (ii) made available by the CDSP to the CSS Provider (and identified as being such data set) prior to the CSSID;
- (b) the Shipper-Transporter Association Data for a Transporter shall be the data set established as such by the CDSP for the purposes of TPD Section G5.8 of the New Rules and made available by the CDSP to the CSS Provider (and identified as being such data set) prior to the CSSID.



**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART III – OFFTAKE ARRANGEMENTS DOCUMENT****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 Gas Transmission 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 Gas Transmission 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 Gas Transmission 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 Gas Transmission 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 Gas Transmission and the New Transporter enter into a Supplemental Agreement in respect of a Relevant NTS/LDZ Offtake there shall be deemed to be a Supplemental Agreement in force, on the terms of the arrangements existing (as between National Gas Transmission 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 Gas Transmission and the New Transporter.

### 5 OAD Template Agreements Document

- 5.1 The Transporters will co-operate with each other with the view to entering into (as soon as reasonably practicable following the implementation of the Code Modification known as Modification 0683S):

- (a) a new Supplemental Agreement in respect of each Offtake
- (b) a Shared Site Agreement in respect of each Shared Site

in each case substantially in the appropriate form set out in the OAD Template Agreements Document.

- 5.2 Until such time as the new Supplemental Agreement is entered into in accordance with paragraph 5.1 the Supplemental Agreement previously entered into between the Parties shall remain in full force and effect.

**PART IV – MODIFICATION RULES****1. Modification Panel**

## 1.1 Prior to the First Day:

- (a) the Transporters have nominated (by notice to National Gas Transmission) not more than five (5) individuals to be Transporters' Representatives; and
- (b) the Designated Person has nominated (by notice to National Gas Transmission) not more than five (5) individuals to be Users' Representatives.

## 1.2 With effect from the First Day, the Voting Members of the Modification Panel shall be:

- (a) the individuals so nominated by the Transporters, as Transporters' Representatives; and
- (b) the individuals so nominated by the Designated Person, as Users' Representatives.

## 1.3 All individuals appointed to the modification panel as non-voting members as at the Last Day shall be deemed with effect from the First Day to continue in that appointment as non-voting Members of the Modification Panel.

## 1.4 Prior to the First Day the Transporters have nominated (by notice to National Gas Transmission) an individual to be the Panel Chairperson and an individual to be their deputy and with effect from the First Day the Panel Chairperson and their deputy shall be the individuals who have been so nominated by the Transporters.

## 1.5 The individuals appointed as secretary (and deputy secretary) to the modification panel as at the Last Day shall be deemed with effect from the First Day to continue in that appointment as Secretary (and deputy Secretary) to the Modification Panel.

**2. Modification Proposals**

## 2.1 Where, as at the Last Day:

- (a) a modification proposal or a third party modification proposal has been made pursuant to National Gas Transmission's Network Code; and
- (b) National Gas Transmission has not submitted a modification report to the Authority, or (as the case may be) the Authority has not decided whether to direct that the relevant modification be made or (as the case may be) to consent to the relevant modification

the modification proposal or third party modification proposal shall be deemed with effect from the First Day to be a Modification Proposal or Third Party Modification Proposal as the case may be (identical in its purpose and effect to the modification proposal or third party modification proposal) made in respect of the Uniform Network Code in accordance with the Modification Rules.

## 2.2 Where, as at the Last Day:

- (a) the Authority has directed National Gas Transmission to make (or consented to National Gas Transmission making) a modification to National Gas Transmission's Network Code with effect from an implementation date after the Last Day; and
- (b) National Gas Transmission has not modified National Gas Transmission's Network Code in accordance with such direction or consent

the Transporters shall as soon as practicable on or after the First Day apply to the Authority for consent (pursuant to Standard Special Condition A11(13)(b) of their Transporter's Licences) to modify the Uniform Network Code in accordance (*mutatis mutandis*) with such direction or consent, and (if the Authority so consents) shall modify the Uniform Network Code in accordance with such consent.

### **3. Application of Modification Rules**

- 3.1 Subject to paragraphs 1 and 2, all steps, acts, circumstances and other things taken, done or existing as at the Last Day under or for the purposes of any provision of Section Y of National Gas Transmission's Network Code (as applying generally and in relation to any modification proposal) shall be deemed to be or have been taken, done or existing under or for the purposes of the equivalent provision of the Modification Rules.
- 3.2 Without limitation, the things referred to in paragraph 3.1 include the business conducted by the modification panel, the establishment of and business conducted by any development work group, workstream, or review group, and the preparation and sending to or receipt from any person or body of any agenda, guidelines, draft or final paper, report, representation or other document.
- 3.3 If any question arises as to the stage (under the Modification Rules) which a Modification Proposal or Third Party Modification Proposal is treated (pursuant to paragraphs 2.1 and 3.1) as having reached on the First Day, the Modification Panel shall decide such question after consulting the Authority.

### **4. Interpretation**

In this Part IV 'non-voting member', 'secretary', 'modification proposal', 'third party modification proposal', 'modification report', 'implementation date', 'modification panel', 'development work group', 'workstream', 'review group' or 'review proposal' mean non-voting Member, Secretary, Modification Proposal, Third Party Modification Proposal, Modification Report, Implementation Date, Modification Panel, Development Work Group, Workstream, Review Group or Review Proposal as defined in National Gas Transmission's Network Code as in force as at the Last Day.

### **5. Review of Modification Rules**

The Transporters agree, prior to the coming into force of Sections 173 to 176 of the Energy Act 2004, to procure that a review proposal is made for the review of the Modification Rules in the light of the provisions of those Sections.

## **UNIFORM NETWORK CODE – TRANSITION DOCUMENT**

### **PART IV – MODIFICATION RULES**

#### **6. CODE GOVERNANCE REVIEW**

6.1 The Modification Rules in force as at the date preceding the Code Governance Review Implementation Date and set out in the Appendix to this Part IV shall apply to Modification Proposals made before the Code Governance Review Implementation Date and in respect of which:

- (a) the Transporters have not submitted a Modification Report to the Authority;  
or
- (b) the Authority has not decided whether to direct that the relevant modification may be made (or as the case may be) consent to the relevant Modification

before the Code Governance Review Implementation Date.

6.2 In paragraph 6.1 “**Code Governance Review Implementation Date**” means 31 December 2010.

#### **7. NEW MODIFICATION PANEL ARRANGEMENTS**

7.1 Notwithstanding the date on which Modification 0656 is implemented the Voting Members appointed to the Modification Panel for the one (1) year period commencing 1 October 2018 shall continue to be appointed for such period and shall (without prejudice to their re-appointment) retire with effect from 1 October 2019 and the first two (2) year Appointment Period for Voting Members shall commence from such date.

7.2 Following the date on which Modification 0656 is implemented:

- (a) the Secretary shall provide each Voting Member and any alternate with the form of notice it requires the Voting Member and the alternate to submit to confirm the Voting Member and the alternate do not hold a Conflicting Appointment;
- (b) until such time as the notice is submitted to the Secretary:
  - (i) by the Voting Member, the Voting Member shall not be entitled to attend a meeting of the Modification Panel or exercise any voting rights;
  - (ii) by the alternate, the alternate shall not be entitled to attend a meeting of the Modification Panel as the Voting Member's alternate or exercise any voting rights;
- (c) each Voting Member shall as soon as reasonable practicable appoint two (2) alternates.

#### **8. ANNUAL MODIFICATION PANEL REPORT**

8.1 The Panel Chairperson shall complete the first Annual Modification Panel Report as soon as reasonably practicable following the coming into force of the requirement to prepare an Annual Modification Panel Report under modification 0731S.



Appendix

**UNIFORM NETWORK CODE – MODIFICATION RULES<sup>1</sup>**

**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 Gas Transmission 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 Gas Transmission 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 Gas Transmission 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.

**3 Not Used**

**4 Not Used**

**5 Not Used**

**6 MODIFICATION PROPOSALS AND THIRD PARTY MODIFICATION PROPOSALS**

**6.1 Relevant persons**

6.1.1 Without prejudice to paragraph 6.4 or paragraph 12.4 a Modification Proposal in respect of the Uniform Network Code may be made from time to time by:

- (a) a Transporter; and/or
- (b) any User,

and any Third Party Participant may make a Third Party Modification Proposal.

6.1.2 Without prejudice to paragraph 6.4 or paragraph 12.4 a Modification Proposal in respect of an Individual Network Code may be made from time to time by:

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<sup>1</sup> Implementation of the suite of modifications 0318 to 0325V and Consent to Modify C039, effective 06:00hrs on 31/12/10, will amend this section, in whole or in part.

- (a) a Relevant Transporter; and/or
- (b) any Relevant Shipper.

6.1.3 If:

- (a) a Transporter or the Transporters shall in respect of any Modification Proposal consider that such Modification Proposal should be treated as an Urgent Modification Proposal; or
- (b) the Proposer shall in accordance with paragraph 6.2.1(e) have identified the proposal as one which the Proposer considers should be treated as an Urgent Modification Proposal,

that Modification Proposal shall be subject to paragraph 10.

## 6.2 Form of Modification Proposals

6.2.1 Each Modification Proposal made pursuant to paragraph 6.1.1 or 6.1.2:

- (a) shall be in writing and shall specify whether it relates to the Uniform Network Code or an Individual Network Code;
- (b) shall set out in reasonable but not excessive detail the nature and purpose of the Modification Proposal;
- (c) shall set out the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives;
- (d) shall detail the sections and paragraphs of the Uniform Network Code or the Individual Network Code which are to be amended or otherwise affected by the Modification Proposal;
- (e) shall, if the Proposer considers that the Modification Proposal should be treated as an Urgent Modification Proposal, identify the Modification Proposal as such and indicate the Proposer's justification for such belief;
- (f) shall, where it is made by a Transporter pursuant to Standard Special Condition A11(14), state that it is so made;
- (g) shall state the name of the Proposer and the Proposer's representative;
- (h) shall, without prejudice to the Modification Panel's right of determination pursuant to paragraph 7.2, state the Proposer's preference as to whether the Modification Proposal should:
  - (i) be subject to the review procedures;
  - (ii) proceed to the Development Phase;
  - (iii) proceed to the Consultation Phase; or
  - (iv) be referred to a Workstream in accordance with paragraph 7.4 for discussion;
- (i) may state the Proposer's opinion of the likely impact of the implementation of the Modification Proposal upon Users' computer systems and/or manual processes and procedures;
- (j) may state the Proposer's view of possible implementation timescales for the Modification Proposal; and
- (k) may include the Proposer's Suggested Text, including that prepared for consideration by the Transporters when preparing the text of the Modification

pursuant to paragraph 9.6;

- (l) shall state whether or not it is a User Pays Modification Proposal.

6.2.2 Each Third Party Modification Proposal shall:

- (a) be in writing;
- (b) clearly identify the data item(s) which it is proposed should be added or removed from those set out in the Uniform Network Code, Annex V1;
- (c) state the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives; and
- (d) state the name of the Proposer and the Proposer's representative.

6.2.3 The Modification Panel may, from time to time, stipulate the form which Modification Proposals and Third Party Modification Proposals should take.

6.2.4 Each Modification Proposal and Third Party Modification Proposal shall be given to the Secretary who shall ensure that the information required in 6.2.1 or 6.2.2 (or pursuant to paragraph 6.2.3 as the case may be), has been provided before accepting such Modification Proposal.

6.2.5 Where a Modification Proposal or Third Party Modification Proposal does not comply with paragraph 6.2 the Secretary may reject such Modification Proposal.

6.2.6 Where in accordance with paragraph 6.2.1(h) the Proposer requests that the Proposal should proceed direct to the Consultation Phase then the Proposer shall ensure that the Proposal contains all the information required by a Development Work Group Report in accordance with paragraph 8.6, except where such information is not relevant to the Proposal or is being provided pursuant to paragraph 6.2.1.

6.2.7 A User Pays Modification Proposal shall:

- (a) state the reasons why it should be a User Pays Modification Proposal;
- (b) contain:
  - (i) an estimate of the Implementation Costs; and
  - (ii) an indicative User Pays Charge;
- (c) where it proposes that Users pay a proportion of the Implementation Costs, contain:
  - (i) an apportionment of the Implementation Costs between Users and Transporters; and
  - (ii) an apportionment of the Implementation Costs between Users;  
in each case, together with the reasons for such apportionment; and
  - (iii) the period in which the Implementation Costs are to be recovered.

### **6.3 Proposer's representative**

6.3.1 Subject to paragraph 10, each Proposer shall ensure the attendance of a representative of the Proposer at the meeting of the Modification Panel at which the Modification Proposal or Third Party Modification Proposal is to be discussed initially; at such meeting the Proposer's representative shall give a presentation in respect of the Modification Proposal and endeavour to answer any questions which the Modification Panel may have in respect of the Modification Proposal or the presentation.



- 6.3.2 If a representative of the Proposer does not for whatever reason attend the meeting of the Modification Panel at which the relevant Modification Proposal or Third Party Modification Proposal is to be discussed initially the Modification Panel may determine that, notwithstanding such non-attendance of the Proposer's representative, the Modification Panel shall proceed to discuss the Modification Proposal or Third Party Modification Proposal.
- 6.3.3 If the Modification Panel shall not make a determination pursuant to paragraph 6.3.2, the Modification Panel will not discuss the Modification Proposal or Third Party Modification Proposal further unless and until the Proposer's representative shall have attended a meeting of the Modification Panel pursuant to paragraph 6.3.1 or the Modification Panel shall determine to discuss the proposal further.

## **6.4 Alternative proposals**

- 6.4.1 In respect of any Modification Proposal or Third Party Modification Proposal which is an Urgent Modification Proposal, or which is, pursuant to paragraph 7.2.3, to proceed to the Development Phase or to which paragraph 7.3 applies, any of the parties listed (except for the Proposer):
- (a) in paragraph 6.1.1 including a Third Party Participant in relation to a Third Party Modification Proposal only (where such proposal is made pursuant to paragraph 6.1.1); or
  - (b) in paragraph 6.1.2 (where such proposal is made pursuant to paragraph 6.1.2),
  - (c) may, but shall not be required to, within five (5) Business Days following the date upon which such proposal is to proceed, make an alternative Modification Proposal in accordance with paragraph 6.2. Any Modification Proposal so made may (so as to be subject to paragraph 12.4) be, with any necessary Modifications, the same as the Modification Proposal or Third Party Modification Proposal. The Secretary shall within five (5) Business Days following receipt of each alternative proposal made pursuant to this paragraph 6.4 send a copy of that proposal to each Transporter, each User, each Member and each Non-Code Party (if any). The alternative proposal and the Modification Proposal or Third Party Modification Proposal shall proceed through the Modification Procedures together.
- 6.4.2 In respect of any Modification Proposal or Third Party Modification Proposal which is withdrawn pursuant to paragraph 6.5.1, or deemed withdrawn pursuant to paragraph 6.5.4 or 6.5.6, any of the parties (except for the Proposer):
- (a) in paragraph 6.1.1 including a Third Party Participant in relation to a Third Party Modification Proposal only (where such proposal is made pursuant to paragraph 6.1.1); or
  - (b) in paragraph 6.1.2 (where such proposal is made pursuant to paragraph 6.1.2), may, but shall not be required to, either raise an alternative Modification Proposal in accordance with paragraph 6.2) or adopt the withdrawn proposal (in which case the adopted proposal shall continue through the Modification Procedures from the point at which it was withdrawn).

## **6.5 Withdrawal or variation of Modification Proposals**

- 6.5.1 A Proposer may:
- (a) withdraw a Modification Proposal or Third Party Modification Proposal of

that Proposer, at any time before the final Modification Report is circulated to the Authority pursuant to paragraph 9.3.4, by notice to the Secretary, and subject to paragraphs 6.4 and 12.4, any Modification Proposal or Third Party Modification Proposal so withdrawn shall lapse; or

- (b) vary a Modification Proposal or Third Party Modification Proposal of that Proposer, at any time before the Modification Panel has determined to proceed to the Consultation Phase pursuant to paragraph 7.2.3(a)(iii) or 7.2.5(b), by notice to the Secretary, and subject to paragraph 6.4, and to paragraph 12.4, any Modification Proposal or Third Party Modification Proposal so varied shall replace the original Proposal.
- (c) subject to paragraph 6.4, and to paragraph 12.4, request a variation to a Modification Proposal or Third Party Modification Proposal of that Proposer (“**variation request**”), at any time after the Modification Panel has determined to proceed to the Consultation Phase pursuant to paragraph 7.2.3(a)(iii) or 7.2.5(b) and before the Modification Panel has made a determination in respect of such Modification Proposal or Third Party Modification Proposal pursuant to paragraph 9.3.3(a), by notice to the Secretary, and any such variation request shall contain a description of the nature of the variation.

- 6.5.2 The Secretary shall, within a reasonable period of time following any withdrawal, variation or variation request (except where such variation request is made at the Modification Panel meeting) notify each Transporter, each Member, each User, each Third Party Participant and each Non-Code Party of such withdrawal, variation or variation request (as the case may be).
- 6.5.3 Following receipt of the notice given pursuant to paragraph 6.5.1(c) the Secretary shall submit such variation request to the appropriate Modification Panel which the Proposer shall attend for the purpose of explaining the variation request.
- 6.5.4 Subject to paragraph 6.4, and to paragraph 12.4, the Modification Proposal or Third Party Modification Proposal shall be varied to replace the original Proposal which shall be deemed withdrawn where the Modification Panel:
- (a) determines by a unanimous vote that the variation request is immaterial, and in such case the varied Modification Proposal or Third Party Modification Proposal shall continue through the Modification Procedures from the point at which the original Proposal was deemed withdrawn;
  - (b) does not so determine in accordance with (a), and in such case the Modification Panel shall make a determination in respect of the varied Modification Proposal or Third Party Modification Proposal in accordance with paragraph 7.2.3.
- 6.5.5 The Proposer of a variation request may withdraw it at any time before the Modification Panel votes in accordance with paragraph 6.5.4.
- 6.5.6 A Modification Proposal made by a User shall be deemed withdrawn:
- (a) on the User Discontinuance Date in accordance with TPD Section V4.2 or 4.3 where the User ceases to be a User of the Total System; or
  - (b) on the date upon which the Proposer ceases to hold a Shipper’s Licence or Transporter’s Licence.

## 7 MODIFICATION PROCEDURES - PRELIMINARY PHASE

## 7.1 Circulation of Modification Proposals

### 7.1.1 The Secretary shall:

- (a) on receipt of a Modification Proposal or a Third Party Modification Proposal allocate a unique reference number to that proposal;
- (b) by the later of:
  - (i) the end of the third Business Day following receipt of a Modification Proposal or a Third Party Modification Proposal made pursuant to paragraph 6.1.1 or 6.4 (as the case may be); and
  - (ii) the end of the first Business Day following the date on which the Secretary receives notification of any decision of the Authority pursuant to paragraph 10.1.2 or 10.1.3 as to whether the Modification Proposal should be treated as an Urgent Modification Proposal, send a copy of that proposal to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any);
- (c) subject to paragraph 10, put initial discussion of the Modification Proposal or Third Party Modification Proposal on the Agenda for the next meeting of the Modification Panel which shall (subject to paragraphs 5.4.1 and 5.4.2) be convened pursuant to paragraph 5.3.1; and
- (d) notify the Proposer of the meeting of the Modification Panel at which the Modification Proposal or Third Party Modification Proposal is to be discussed, and request the attendance of the Proposer's representative.

### 7.1.2 Where:

- (a) the Authority decides that a Modification Proposal should not be treated as an Urgent Modification Proposal; and
- (b) at the date on which the Secretary receives notification of such decision, no meeting of the Modification Panel will, in accordance with paragraph 5.2, take place within 10 Business Days of such date,

the Secretary shall seek in writing, from Members in accordance with paragraph 5.9, a determination of the Modification Panel as to which of the procedures set out in paragraph 7.2.3 should apply to the Modification Proposal.

## 7.2 Discussion of Modification Proposals

7.2.1 Subject to paragraph 6.4 and paragraph 10, the Modification Panel shall discuss each new Modification Proposal and Third Party Modification Proposal at a meeting of the Modification Panel.

7.2.2 The Modification Panel shall make a determination under paragraph 7.2.3:

- (a) Having:
  - (i) discussed the Modification Proposal or Third Party Modification Proposal and, subject to paragraph 6.3.2;
  - (ii) heard the presentation of the Proposer's representative;
  - (iii) had an opportunity to ask the Proposer's representative questions in respect of the Modification Proposal or Third Party Modification

- Proposal and the presentation of the Proposer's representative; and
- (iv) considered whether there are any persons from whom representations should, pursuant to paragraph 7.7, be invited; or
- (b) where it has received a referral pursuant to paragraph 9.6.3.
- 7.2.3 Subject to paragraph 7.2.2, the Modification Panel may, without prejudice to paragraph 7.2.4, determine that:
- (a) a Modification Proposal:
    - (i) should be subject to the review procedures under paragraph 11;
    - (ii) should proceed to the Development Phase (in which case the Modification Panel shall discuss, and shall (in accordance with paragraph 7.6) request the Transporters to finalise, the Terms of Reference to be applicable); or
    - (iii) should proceed to the Consultation Phase in accordance with paragraph 7.3; or
  - (b) a Modification Proposal or Third Party Modification Proposal:
    - (i) should be referred to a Workstream in accordance with paragraph 7.4 for discussion (and the Modification Panel may determine the Terms of Reference for such work (including terms as to the identity of any third parties to be consulted) and the date upon which it requires the Workstream to submit its report); or
    - (ii) should be deferred to a subsequent meeting of the Modification Panel for further discussion; and
  - (c) where Modification Proposal is a User Pays Modification Proposal, at any time before it proceeds to the Consultation Phase in accordance with paragraph 7.3 the Transporter shall:
    - (i) in accordance with a period determined by the Modification Panel, provide a rough order of magnitude assessment, which will include a cost estimate(s) for the User Pays Service, an indicative User Pays Charge(s) and, having regard to the User Pays Guidance Document a commentary in respect of these; and
    - (ii) request from the Authority a View on whether the proposed cost apportionment and User Pays Charges are appropriate and following receipt of such View circulate it to the next meeting of the Modification Panel.
- 7.2.4 Where the Modification Panel discusses a Modification Proposal together with a report prepared by a Workstream (following a previous determination of the Modification Panel to refer the Modification Proposal to the Workstream under paragraph 7.2.3(b)) or a Modification Proposal which has been discussed and considered by a Workstream but has not been previously discussed by the Modification Panel, the Modification Panel may:
- (a) make a determination in accordance with paragraph 7.2.3(a); or
  - (b) determine that:
    - (i) the Modification Proposal should be referred back to the Workstream for further discussion and consideration in accordance with paragraph 7.4; or

- (ii) any further discussion of the Modification Proposal should be deferred to a subsequent meeting of the Modification Panel.
- 7.2.5 Where the Modification Panel discusses a Third Party Modification Proposal together with a report prepared by a Workstream (following a previous determination of the Modification Panel to refer the Third Party Modification Proposal to the Workstream under paragraph 7.2.3(b)) the Modification Panel may determine that:
  - (a) the Third Party Modification Proposal should be referred back to the Workstream for further discussion and consideration in accordance with paragraph 7.4; or
  - (b) the Third Party Modification Proposal should proceed to the Consultation Phase in accordance with paragraph 7.3; or
  - (c) any further discussion of the Third Party Modification Proposal should be deferred to a subsequent meeting of the Modification Panel.
- 7.2.6 Where the Modification Panel considers that a more detailed analysis and cost estimate is required in respect of a User Pays Modification Proposal it may:
  - (a) determine that the Transporters prepare and submit to the Modification Panel (within a period determined by it) such an analysis and estimate; and
  - (b) where its assessment concludes that such analysis and estimate is satisfactory, make a determination in accordance with paragraph 7.2.3(a)(iii).
- 7.2.7 Where the Transporters fail to comply with paragraph 7.2.6, the Transporters shall provide to the Modification Panel:
  - (a) a written explanation as to reasons for such failure at the earliest opportunity and in any event no later than two (2) Business Days after the final date for such submission; and
  - (b) a date by which the detailed analysis and cost estimate will be provided, having regard to the explanation provided.
- 7.2.8 The obligation on the Transporters pursuant to paragraph 7.2.3(c) shall cease:
  - (a) in accordance with a determination by the Modification Panel; or
  - (b) where the User Pays Modification Proposal is withdrawn pursuant to paragraph 6.5.1(a) or varied pursuant to paragraph 6.5.1(b).

### **7.3 Modification Proposal to proceed to Consultation**

- 7.3.1 If the Modification Panel determines pursuant to paragraph 7.2.3(a)(iii) or 7.2.5(b) that a Modification Proposal or Third Party Modification Proposal should proceed to the Consultation Phase;
  - (a) the Modification Panel shall:
    - (i) determine whether the preparation of text is required with the Draft Modification Report;
    - (ii) inform the Transporters if it determines that the time periods set out in paragraph 9 for the Consultation Phase should, in its opinion, be deviated from in relation to the relevant Modification Proposal or the Third Party Modification Proposal;
  - (b) where the Modification Proposal is a User Pays Modification Proposal:
    - (i) unless the Modification Panel determines otherwise, the Transporters

shall prepare and submit to the Modification Panel (within a period determined by the Modification Panel) and include within the Draft Modification Report:

- (1) the most accurate cost estimate for the User Pays Service which is available at such time; and
  - (2) the associated indicative User Pays Charge;
- (ii) where the Transporters fail to comply with paragraph (b)(i)(1) and/or (b)(i)(2) by the final date for such submission, the Transporters shall provide to the Modification Panel:
- (1) a written explanation as to reasons for such failure at the earliest opportunity and in any event no later than two (2) Business Days after the final date for such submission;
  - (2) a list of information required to enable the most recent cost estimate to be prepared;
  - (3) a date by which the cost estimate will be provided, having regard to the explanation provided.

## **7.4 Modification Proposal discussed by Workstream**

7.4.1 If the Modification Panel shall determine pursuant to paragraph 7.2.4(b)(i) or 7.2.5 that a Modification Proposal or Third Party Modification Proposal should be discussed within a Workstream the Transporters shall:

- (a) within ten (10) Business Days following the date of the meeting and, where reasonably practicable, in sufficient time for consideration at the next following meeting of the relevant Workstream, finalise the Terms of Reference and refer the Modification Proposal or Third Party Modification Proposal to the relevant Workstream; and
- (b) within the period set by the Modification Panel or, if the Modification Panel shall not have set a date, within six (6) months following the date of the meeting where the proposal was initially discussed, having considered the representations (if any) received and the discussions of the relevant Workstream:
  - (i) prepare a report on the issues discussed and conclusions (if any) reached by the Workstream;
  - (ii) request the Secretary to put discussion of the report on the Agenda for the next following meeting of the Modification Panel which will be convened pursuant to paragraph 5.3.1; and
  - (iii) invite a representative of the Proposer, and such other persons who have contributed to the report as the Transporters shall determine, to attend the meeting of the Modification Panel at which the report is to be discussed.

## **7.5 Determination**

If the Modification Panel does not, at the meeting, make a determination pursuant to paragraph 7.2.3(a), 7.2.3(b), 7.2.4(a), 7.2.4(b) or 7.2.5 the Transporters may refer the Modification Proposal or Third Party Modification Proposal to a new or relevant Workstream in accordance with paragraph 7.4 or determine that the Modification Proposal should proceed

to the Development Phase subject to the existence of a relevant Development Work Group.

## **7.6 Development process**

- 7.6.1 If the Modification Panel determines pursuant to paragraph 7.2.3(a)(ii) that the Modification Proposal should proceed to the Development Phase the Transporters shall:
- (a) within ten (10) Business Days of such determination finalise the Terms of Reference and constitute a Development Work Group in accordance with paragraph 8; and
  - (b) notify each Transporter and each User of the composition of the Development Work Group and invite each Transporter, each User and Non-Code Party (if any) to make representations in respect of the Modification Proposal within fifteen (15) Business Days following the date of invitation.

## **7.7 Non-Code Parties**

- 7.7.1 The Transporters shall, in accordance with the Transporter's Licence and for the purpose referred in Standard Special Condition A11(9)(d) and (f):
- (a) send copies of any Modification Proposal, Third Party Modification Proposal and any Modification Report prepared in respect of such proposal to; and
  - (b) invite representations in respect thereof from,  
other persons.

## **8 MODIFICATION PROCEDURES - DEVELOPMENT PHASE**

### **8.1 Composition of Development Work Groups**

- 8.1.1 Each Development Work Group shall (subject to paragraph 8.1.2(a)) include not less than two (2) representatives of Users and not less than two (2) representatives of the Transporters. In respect of each User Proposal, the Proposer shall be entitled to appoint one individual to the Development Work Group constituted in respect of that User Proposal.
- 8.1.2 The Modification Panel may at the meeting referred to at paragraph 7.2 determine or approve:
- (a) the composition of the Development Work Group; or
  - (b) that the Users or, as the case may be, Non-Code Parties be invited to make representations at a meeting of the Users, Non-Code Parties and Transporters (and the Transporters shall cause a record of the representations made at such meeting to be made and shall send a copy of that record to each Transporter, each User, and for information purposes only, each Member); or
  - (c) to invite any Non-Code Party to nominate a representative to act as a member of a Development Work Group or to attend a meeting of, the Development Work Group to express any view which such Non-Code Party may have in respect of the relevant Modification Proposal, but this shall not require the Transporters to engage or remunerate any person so invited or nominated.
- 8.1.3 Failing any determination by the Panel in respect of the Development Work Group the Transporters shall proceed to finalise the composition and shall constitute the

Development Work Group within ten (10) Business Days of the meeting referred to in paragraph 7.2.

## **8.2 Proceedings of Development Work Groups**

- 8.2.1 The Transporters shall ensure that the Authority is notified of all meetings of each Development Work Group. The Authority (or any representative of the Authority (including, but without limitation, the Ofgem Representative)) shall be invited to all meetings of all Development Work Groups.
- 8.2.2 Each Development Work Group may, from time to time, and at any time in addition to the persons (if any) specified in the Terms of Reference of the Development Work Group, consult with any person for the purposes of the Development Work but this shall not require the Transporters to engage or remunerate any person so consulted.
- 8.2.3 Each Development Work Group shall be chaired by a representative of the Transporters. Each such representative of the Transporters shall co-ordinate the Development Work undertaken and the monthly reports and the Development Work Group Report to be prepared by the relevant Development Work Group and liaise with the Modification Panel in relation to any matter (including, but without limitation, any matter referred to in paragraph 8.3.1).
- 8.2.4 Where in respect of any matter any Development Work Group does not reach a consensus, the chairperson of such Development Work Group shall determine such matter with any contrary view to such determination being recorded in the Development Work Group Report. Any individual on the Development Work Group may in circumstances where consensus is not so reached and on the basis that such individual considers the relevant matter is material request the chairperson of the Development Work Group to refer such matter to the Modification Panel. The chairperson of the Development Work Group shall (whether or not the chairperson refers the matter) notify the Modification Panel of each such request. If the chairperson so refers the matter the Modification Panel may, as provided in paragraph 8.3.3, give guidance, clarification or instructions in respect thereof or it may not. If the Modification Panel shall not so give guidance, clarification or instructions the chairperson of the Development Work Group shall determine the matter so referred and any contrary view to such determination shall, if the relevant individual requires, be recorded in the Development Work Group Report. If the chairperson does not so refer the matter, the Modification Panel may, pursuant to paragraph 8.3.3, nevertheless determine to give guidance, clarification or instructions in respect of the matter.
- 8.2.5 The Development Work Group may decide to invite a legal adviser or legal advisers to attend meetings of the group, and members of the group may nominate legal advisers for this purpose (but this shall not require the Transporters to engage or remunerate any person so invited).
- 8.2.6 The chairperson of the Development Work Group shall be entitled, at their sole discretion, to:
- (a) accept an alternate Development Work Group member if the original member is unable to attend any meeting of the Development Work Group; and/or
  - (b) exclude any person other than a Development Work Group member from all or any part of the proceedings of the Development Work Group which exclusion shall be detailed in the following report submitted in accordance with paragraph 8.5.



### 8.3 Liaison with the Modification Panel

- 8.3.1 Each Development Work Group may, from time to time, and at any time:
- (a) seek guidance or clarification from the Modification Panel in relation to any matter arising in connection with the Development Work;
  - (b) seek instructions from the Modification Panel as to whether the Development Work Group should continue or discontinue all or any of the Development Work;
  - (c) propose to the Modification Panel that the Modification Panel should hear the views of any person whom the Development Work Group consults pursuant to the Terms of Reference of the Development Work Group or pursuant to paragraph 8.2.2;
  - (d) request an extension to the time (prescribed in the timetable referred to in paragraph 12.9.1(e) within which the Development Work is to be done or the Development Work Group Report prepared; and
  - (e) propose any change to the Terms of Reference of the Development Work Group to reflect any change arising by reason of the application of any of paragraph 8.3.1(a) to (d).
- 8.3.2 The Modification Panel may determine to accede in respect of any request or proposal made pursuant to paragraphs 8.3.1(c) to (e) or otherwise to give instructions in respect thereof.
- 8.3.3 The Modification Panel may give the guidance, clarification or instructions sought pursuant to paragraphs 8.3.1(a) and (b) or otherwise give such other guidance, clarification or instructions as the Modification Panel may determine.
- 8.3.4 Subject to paragraph 8.3.6, the Modification Panel may (whether pursuant to an instruction sought pursuant to paragraph 8.3.1 or otherwise) determine to instruct any Development Work Group to cease all or any part of the Development Work. Any Development Work Group which is so instructed to cease all Development Work in respect of any Modification Proposal shall at the same time as it is so instructed be instructed to prepare the Development Work Group Report in respect of such Modification Proposal.
- 8.3.5 In general it is anticipated that Modification Proposals will proceed through the development phase in the time order in which those Modification Proposals proceed to the Development Phase. However, where a number of Modification Proposals are being considered within the Development Phase at the same time, the Modification Panel may, from time to time and subject to paragraph 8.3.6, determine to re-order and/or defer the consideration of all or any of such Modification Proposals.
- 8.3.6 If, pursuant to paragraph 6.4.1, two (2) Modification Proposals (relating (in whole or in part) to the same subject matter) are proceeding through the Development Phase together the Modification Panel may at any time during the Development Phase determine Unanimously that only one (1) of the Modification Proposals should proceed. On any such determination the Modification Proposal which is not to proceed shall lapse and accordingly the Development Work Group shall not prepare a Development Work Group Report in respect of that Modification Proposal.
- 8.3.7 No Modification Proposal shall, without the consent of the Authority, be in the Development Phase for more than twelve (12) months. If no consent is received from the Authority paragraph 8.6 will apply.

## 8.4 Consideration of representations

8.4.1 Each Development Work Group shall consider all representations:

- (a) received (in accordance with paragraph 7.6.1(b) and not withdrawn in accordance with paragraph 12.3.2) by that Development Work Group from Users;
- (b) received by that Development Work Group from Non-Code Parties pursuant to (and in accordance with) any invitation made pursuant to paragraph 7.7.1(b); and
- (c) all other representations which the Transporters may request the Development Work Group to consider.

## 8.5 Monthly reports

8.5.1 Each Development Work Group shall each month report to the Modification Panel as to the progress of that Development Work Group.

8.5.2 The Modification Panel shall, as appropriate, discuss reports received from Development Work Groups pursuant to paragraph 8.5.1.

## 8.6 Development Work Group Report

8.6.1 Subject to paragraph 8.3.4, the Transporters shall, together with the Development Work Group, prepare a Development Work Group Report in accordance with the Terms of Reference which, unless the Terms of Reference shall (pursuant to paragraph 12.9.1(b)(ii)) specify additional matters, shall:

- (a) provide an analysis of whether and if so the extent to which the Modification would better facilitate the achievement (for the purposes of each Transporter's Licence) of the Relevant Objectives; and
- (b) so far as is consistent with (a) above:
  - (i) address the implications (if any) (to the extent only that the Development Work Group shall have been informed by the Transporters or becomes aware during the course of the Development Work in the context of the application of the Modification Procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implications of the proposal for the Transporters, including:
    - (1) the implications for the operation of the Systems;
    - (2) the development and capital cost and operating cost implications (if any) for each Transporter of implementing the Modification Proposal or Third Party Modification Proposal; and
    - (3) whether it is appropriate for each Transporter and/or the Transporters to recover all or any of the costs and, if so, a proposal as to the most appropriate way for those costs to be recovered; and
    - (4) the consequence (if any) of implementing the Modification Proposal or Third Party Modification Proposal on the level of contractual risk of each Transporter under the Uniform

Network Code or the Individual Network Code proposed to be modified by the Modification Proposal or Third Party Modification Proposal;

- (ii) address the development implications and other implications for the UK Link System of the Transporters, related computer systems of each Transporter and related computer systems of Users;
- (iii) address the implications (if any) (to the extent only that the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implementation of the proposal for Users, including the:
  - (1) administrative and operational implications (if any) of the implementation of the Modification Proposal or Third Party Modification Proposal on Users;
  - (2) development and capital cost and operating cost implications (if any) for Users of implementing the Modification Proposal or Third Party Modification Proposal; and
  - (3) consequence (if any) of implementing the Modification Proposal or Third Party Modification Proposal on the level of the contractual risk of Users under the Uniform Network Code or the Individual Network Code proposed to be modified by the Modification Proposal;
- (iv) address the implications (if any) (to the extent only that the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implementation for other relevant persons (including, but without limitation, Users, Connected System Operators, Consumers, Terminal Operators, Storage Operators, Suppliers and producers and, to the extent not so otherwise addressed, any Non-Code Party) of implementing the proposal;
- (v) address the consequences of the legislative and regulatory obligations and contractual relationships of the Transporters:
  - (1) if (and to that extent only) the Development Work Group shall have been informed by the Transporters or becomes aware of during the course of the Development Work Group in respect thereof in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal; and
  - (2) if (and to that extent only) the Development Work Group shall have been informed (whether pursuant to representations pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in respect thereof in the context of the application of the

Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal, Users and any Non-Code Party, of the implementation of the proposal;

- (vi) provide an analysis of any advantages and disadvantages of which (and to the extent only that) the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal and not otherwise identified pursuant to paragraphs 8.6.1(a) to (v) as such of the implementation of the proposal;
- (vii) provide a summary of the representations (to the extent that the import of those representations are not reflected elsewhere in the Development Work Group Report) of those persons (if any) which the Development Work Group shall have consulted pursuant to the Terms of Reference or paragraph 8.2.2;
- (viii) detail the representations which the Development Work Group shall have considered pursuant to paragraph 8.4; and comment, in the context of the report as a whole, on such representations;
- (ix) detail any matter (not otherwise identified as such elsewhere in the report) which the Development Work Group considers shall need to be addressed or otherwise dealt with so as to enable the preparation of the Modification Report; and
- (x) as appropriate, comment upon:
  - (1) and make recommendations as to, the time scale for the implementation of the whole or any part of the Modification Proposal or Third Party Modification Proposal; and
  - (2) the Suggested Text provided pursuant to paragraph 6.2.1(k).

8.6.2 If two (2) or more Modification Proposals shall have been considered together by the Development Work Group and no determination shall have been made pursuant to paragraph 8.3.6 the Development Work Group Report shall report on each Modification Proposal.

## **8.7 Circulation of Development Work Group Reports**

Each Development Work Group Report shall (subject to paragraphs 5.4.1 and 5.4.2) be sent to all Members as soon as reasonably practicable but in any event not less than five (5) Business Days prior to the meeting of the Modification Panel at which that report is to be discussed.

## **8.8 Discussion of Development Work Group Report**

8.8.1 Having:

- (a) discussed the Development Work Group Report; and
- (b) allowed any Members of the relevant Development Work Group (in attendance at the meeting of the Modification Panel) to express any views on the substance of the Development Work Group Report or the conduct of the consideration of the Modification Proposal by the Development Work Group,

the Modification Panel may determine:

- (i) to refer the Development Work Group Report back to the Development Work Group for revision or further work;
- (ii) to continue to consider or to consider further the Development Work Group Report at a subsequent meeting of the Modification Panel; or
- (iii) that the Modification Proposal shall proceed to the Consultation Phase in accordance with paragraph 7.3.

## **9 MODIFICATION PROCEDURES - CONSULTATION PHASE**

### **9.1 Consultation - draft Modification Report**

9.1.1 The Transporters shall prepare a draft Modification Report in accordance with paragraph 9.4 and shall provide such report to the Secretary:

- (a) Within fifteen (15) Business Days, where the Modification Panel has determined that text is required; or
- (b) Within three (3) Business Days, where the Modification Panel has not determined that text is required; or
- (c) Within such other time period as the Modification Panel shall determine;

following the determination of the Modification Panel that the Modification Proposal or Third Party Modification Proposal shall proceed to the Consultation Phase under paragraph 7.3.

9.1.2 Where the Modification Panel has determined that text is required, then within one Business Day of receiving such Draft Modification Report the Secretary shall circulate the Draft Modification Report to the next meeting of the Modification Panel and subject to paragraph 9.1.3, within one Business Day following date upon which the panel meeting is convened, the Secretary shall circulate it to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) inviting them to make (or withdraw earlier) representations to the Transporters within fifteen (15) Business Days following the date of that invitation.

9.1.3 Where the Modification Proposal or Third Party Modification Proposal has been referred to the Modification Panel in accordance with paragraph 9.6.3 it may make a determination pursuant to paragraph 7.2.3(a)(i) or (ii), or 7.2.3(b)(i), or notwithstanding paragraph 7.3.1(a) determine that text is not required with the Draft Modification Report.

9.1.4 Where the Modification Panel has not determined that text is required:

- (a) pursuant to paragraph 7.3.1(a), within one (1) Business Day of receiving the Draft Modification Report;
- (b) pursuant to paragraph 9.1.3, within one Business Day of such determination;

the Secretary shall circulate the Draft Modification Report to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) inviting them to make (or withdraw earlier) representations to the Transporters within fifteen (15) Business Days following the date of that invitation.

### **9.2 Impact on UK Link System**

9.2.1 If the Modification Proposal or Third Party Modification Proposal has been identified

as having an impact on the UK Link System, the Transporters shall request the Transporter Agency in accordance with paragraph 9.2.2 to:

- (a) conduct an initial assessment of the potential impact of the Modification Proposal or Third Party Modification Proposal on the UK Link System; and
- (b) prepare an initial report of its findings and to send a copy of that report to the Transporters.

9.2.2 The initial impact assessment report pursuant to paragraph 9.2.1 shall set out an overview of the implications (if any) of the Modification Proposal or Third Party Modification Proposal (as the case may be) on the UK Link System or any part of the UK Link System, including:

- (a) the implications for the operation of the UK Link System or any part of the UK Link System;
- (b) the development implications for the UK Link System or any part of the UK Link System, including the changes likely to be required; and
- (c) if the Transporter Agency determines that the Modification Proposal or Third Party Modification Proposal has no potential impact on the UK Link System, the reasons for such determination.

### **9.3 Consultation - final Modification Report**

9.3.1 Within five (5) Business Days following the last day for representations to the draft Modification Report in accordance with paragraph 9.1.2 or 9.1.4;

- (a) subject to (d), the Transporters shall prepare a final Modification Report in accordance with paragraph 9.4 for approval of the Modification Panel;
- (b) the Secretary shall submit a copy of that final Modification Report to:
  - (i) each Third Party Participant, each Transporter, each User and each Non-Code Party (if any) that submitted (and did not so withdraw) a representation with regard to the draft Modification Report pursuant to paragraph 9.1.2 or 9.1.4; and
  - (ii) each Member,  
and shall attach to that report all representations (if any) so received (and not so withdrawn); and
- (c) the Transporters shall request the Secretary to add the Modification Proposal or Third Party Modification Proposal as an Agenda item for the Modification Panel to discuss;
- (d) Where the Transporters consider that any representation made pursuant to paragraph 9.4.1 (i) or 9.4.1(j) identifies issues that may arise through implementation of the proposal which have not been identified in other responses to the same proposal then the Transporters shall record such issues and include them in the final Modification Report and the Secretary shall submit it to the next Modification Panel for determination pursuant to paragraph 9.3.2.

9.3.2 Where the Modification Panel determines that views on such issues should be obtained by the relevant Development Work Group or Workstream then:

- (a) the Transporters shall request the Secretary to submit the final Modification Report to the relevant Development Work Group or Workstream and to

obtain a report containing their views; and

- (b) within 3 Business Days following receipt of such report the Secretary shall submit a copy of the final Modification Report to:
  - (i) each Third Party Participant, each Transporter, each User and each Non-Code Party (if any) that submitted (and did not so withdraw) a representation with regard to the draft Modification Report pursuant to paragraph 9.1.2 or 9.1.4; and
  - (ii) each Member;  
and shall attach to that report all representations (if any) so received (and not so withdrawn) and the report (if any) received pursuant to (b); and
- (c) the Transporter shall request the Secretary to add the Modification Proposal or Third Party Modification Proposal as an Agenda item for the Modification Panel to discuss.

9.3.3 Upon receipt of the final Modification Report under paragraph 9.3.1 or 9.3.2 the Modification Panel shall assess whether the final Modification Report complies with paragraph 9.4, and if it is compliant, shall:

- (a) determine whether or not to recommend the implementation of the Modification Proposal or Third Party Modification Proposal to the Authority;
- (b) submit its recommendation to the Authority, setting out its determination under paragraph 9.3.3(a) and the factors which (in its opinion) justify its determination; and
- (c) instruct the Secretary to send the final Modification Report, together with its recommendation to the Authority, to the Transporters.

9.3.4 The Transporters shall, within one (1) Business Day of receipt from the Secretary of the final Modification Report, circulate to the Authority and each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) the following:

- (a) a copy of the final Modification Report and any other attachments; and
- (b) a copy of the Modification Panel's recommendation to the Authority seeking a determination of the Authority as to whether the Modification should be implemented or not.

9.3.5 Where a final Modification Report is received by the Authority pursuant to paragraph 9.3.4, the Authority may determine whether the proposed Modification shall be implemented and may give notice of its decision to the Secretary, in which case on receipt of such notice from the Authority:

- (a) if the notice confirms the Authority's determination not to implement the proposed Modification, the Secretary shall circulate to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) a non-implementation notice; and
- (b) if the notice confirms the Authority's determination to implement the Modification, the Secretary shall circulate to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) an implementation notice.

9.3.6 Any question arising under these Rules as to whether:

- (a) (in the context of representations) a User or other person is likely to be materially affected by a Modification Proposal or Third Party Modification Proposal were that proposal to be implemented; or
- (b) representations made (and not withdrawn) pursuant to these Rules in relation to a Modification Proposal or Third Party Modification Proposal have been properly considered by the Transporters,

shall be determined by the Authority.

9.3.7 Where the Modification Proposal is a User Pays Modification Proposal, Ofgem may request the Transporters to prepare and submit a cost estimate for the User Pays Service where the Modification Panel has not done so.

## 9.4 Form of Modification Report

9.4.1 In addition to identifying which paragraph of these Rules the Modification Report is made pursuant to, each Modification Report shall, subject to paragraphs 9.4.5 and 10.2 and to the extent relevant and that the Transporters have been made aware:

- (a) set out:
  - (i) or append in full the relevant Modification Proposal (or Third Party Modification Proposal) including, in the case of a Modification Proposal, any Suggested Text provided by the Proposer pursuant to paragraph 6.2.1(k); and
  - (ii) the text, if provided pursuant to paragraph 9.6;
- (b) provide an analysis of whether and if so the extent to which the Modification would better facilitate the achievement (for the purposes of each Transporter's Licence) of the Relevant Objectives;
- (c) address the implications (if any) in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal of the implementation of such Modification Proposal or Third Party Modification Proposal:
  - (i) on security of supply, operation of the Total System and industry fragmentation;
  - (ii) for the Transporters and each Transporter, including:
    - (1) the implications for the operation of the Systems;
    - (2) the development and capital cost and operating cost implications (if any) for each Transporter of implementing the Modification Proposal (not applicable to Third Party Modification Proposals); and
  - (aa) if there are any such cost implications, the extent to which it is appropriate for each Transporter and/or the Transporters to recover the costs, and (to such extent) a proposal for the most appropriate way for the costs to be recovered; and
  - (bb) where any such proposal is made (whether or not the impact of such a proposal is addressed by the text of the Modification), an analysis of the consequences (if any) such proposal would have (if implemented) on



the price regulation to which each Transporter is subject; and

- (iii) the consequence (if any) of implementing the Proposal on the level of contractual risk of each Transporter under the Uniform Network Code or the Individual Network Code to be modified by the Proposal;
- (d) provide the Transporters' reasonable high level indication, based upon such information as is reasonably available to them at the relevant time pursuant to paragraph 9.2, of the areas of the UK Link System likely to be affected, and address the development implications and other implications for the UK Link System for the Transporters, related computer systems of each Transporter and related computer systems of Users (not applicable to Third Party Modification Proposals);
- (e) address the implications (if any) (to the extent only that the Transporters shall have been informed (whether pursuant to representations or otherwise) in the context of the application of the Modification procedures in relation to the proposal) of the implementation of the Modification for Users, including:
  - (i) the administrative and operational implications (if any) of the implementation of the proposal on Users;
  - (ii) the capital cost and operating cost implications (if any) for Users of implementing the Modification Proposal (not applicable to Third Party Modification Proposals); and
  - (iii) the consequence (if any) of implementing the proposal on the level of the contractual risk of Users under the Uniform Network Code or the Individual Network Code proposed to be modified by the proposal;
- (f) address the implications (if any) (to the extent only that the Transporters shall have been informed (whether pursuant to representations or otherwise) in the context of the application of the Modification procedures in relation to the proposal) for other relevant persons (including, but without limitation, Users, Connected System Operators, Consumers, Terminal Operators, Storage Operators, Suppliers and producers and, to the extent not otherwise addressed, any Non-Code Party) of implementing the proposal;
- (g) address the consequences of the legislative and regulatory obligations and contractual relationships of:
  - (i) each Transporter; and
  - (ii) if (and to that extent only) the Transporters shall have been informed (whether pursuant to representations or otherwise) in respect thereof in the context of the application of the Modification procedures in relation to the proposal, each User and each Non-Code Party (if any), of the implementation of the proposal;
- (h) provide an analysis of any advantages or disadvantages if and to the extent only that the Transporters shall have been informed (whether pursuant to representations or otherwise) in respect thereof in the context of the application of the Modification procedures in relation to the Proposal and (not otherwise identified as such pursuant to paragraphs 9.4.1(b) to (g)) of the implementation of the proposal;
- (i) provide a summary of the representations and/or responses (to the extent that those representations and/or responses are not reflected elsewhere in the

Modification Report) of those persons (if any) which the Development Work Group consulted, pursuant to the Terms of Reference and paragraph 8.2.2 (not applicable to Third Party Modification Proposals);

- (j)
  - (i) detail the representations which the Development Work Group considered pursuant to paragraph 8.2.2 (not applicable to Third Party Modification Proposals) and the representations (if any) received in accordance with paragraph 8.4; and
  - (ii) (to the extent that representations are not addressed or otherwise commented upon in the Modification Report) comment, in the context of the Modification Report as a whole, on such representations;
- (k) state whether and if so the extent to which the implementation of the Modification Proposal (not applicable to Third Party Modification Proposals) is requisite:
  - (i) to enable each Transporter to facilitate compliance with safety or other legislation; and
  - (ii) having regard to any proposed change in the methodology established under Standard Special Condition A4(5) or the statement furnished by each Transporter Standard Special Condition A4(1) of the Transporter's Licence;
- (l) detail the programme for works (if any) required as a consequence of the implementation of the Modification Proposal (not applicable to Third Party Modification Proposals);
- (m) set out a proposed timetable to be followed in respect of the implementation of the Modification (including, but without limitation, the date upon which the Modification should become effective);
- (n) if it is the opinion of the Transporters that a Modification should be implemented:
  - (i) set out either:
    - (1) a request of the Transporters or the Relevant Transporter for consent of the Authority to the Modification; or
    - (2) a proposal that the Authority should direct that the Modification be implemented;
  - (ii) comment upon, and make recommendations as to, the time scale for the implementation of the whole or any part of the Modification; and
- (o) address the implications (if any) of the Modification Proposal upon the existing Uniform Network Code Standards of Service (not applicable to Third Party Modification Proposals);
- (p) state whether or not any matter detailed in the Development Work Group Report (pursuant to paragraph 8.6) has been addressed or otherwise dealt with (not applicable to Third Party Modification Proposals) and:
  - (i) if such matter has been so addressed or dealt with, the result; or
  - (ii) if such matter has not been so addressed or dealt with, an explanation as to why such matter has not been addressed or dealt with;
- (q) state the number of Voting Members in favour of, and the number of Voting

Members present and not voting in favour of, the implementation of the Modification Proposal (or Third Party Modification Proposal) pursuant to the determination made under paragraph 9.3.3(a); and

- (r) have attached to it copies of all the representations received (and not withdrawn in accordance with paragraph 12.3.2) by the Secretary;
  - (s) set out a high level summary of views expressed in the representations, which may be satisfied by stating the number of representatives in favour of, and the number of representatives against the implementation of the Modification Proposal (or Third Party Modification Proposal);
  - (t) where it is a User Pays Modification Proposal, contain the most accurate cost estimate for the User Pays Service which is available at such time and the associated indicative User Pays Charge.
- 9.4.2 Where two or more (2) Modification Proposals have proceeded through the Modification Procedures together (and neither proposal has been withdrawn and all work has not been discontinued pursuant to paragraph 8.3.6 in respect of either proposal) the Modification Report shall, in addition to the analysis referred to in paragraph 9.4.1(b), provide an analysis as to which of the Modification Proposals would in the opinion of the Modification Panel better facilitate the achievement of the Relevant Objectives. Where two (2) Modification Proposals were proceeding through the Modification Procedures together and the Modification Panel shall, pursuant to paragraph 8.3.6, have determined that only one (1) of the Modification Proposals should proceed, the Modification Report shall provide a commentary as to the circumstances in which the Modification Panel so determined (not applicable to Third Party Modification Proposals).
- 9.4.3 Each Modification Report shall be addressed and furnished (as the notice required by Standard Special Condition A11(15)(a)) to the Authority and none of the facts contained or opinions stated in any Modification Report should be relied upon by any other person.
- 9.4.4 In preparing any Modification Report, the Transporters shall:
- (a) do so on the basis set out in these Rules; and
  - (b) not be required to have regard (other than as expressly provided in these Rules) to the consequences of any Modification on any person or persons.
- 9.4.5 Where a Development Work Group Report has been prepared in accordance with paragraph 8.6 the Modification Panel may determine that it shall constitute the Draft Modification Report.

## **9.5 Further Consultation**

- 9.5.1 If, in respect of a Modification Proposal which is the subject of a Modification Report previously submitted to the Authority by the Transporters in accordance with paragraph 9.3.4 or 10.2:
- (a) the Authority has not given notice of its decision in respect of that Modification Report within two (2) calendar months (in the case of Urgent Proposals), or four (4) calendar months (in the case of non-Urgent proposals) from the date upon which the relevant Modification Report was submitted to it; or
  - (b) the Authority, or any Voting Member, by notice to the Secretary expresses the reasonable opinion that the circumstances relating to that Modification have

materially changed,

the Secretary shall place that Modification Proposal on the Agenda for consideration at the next Modification Panel meeting.

- 9.5.2 Having considered the circumstances relating to the Modification Proposal which is subject to paragraph 9.5.1, the Modification Panel may determine that:
- (a) the Secretary should request the Authority to give an indication of the likely date by which the Authority's decision shall be made; or
  - (b) the Transporters should within five (5) days of the date of the meeting prepare and circulate a notice to each Transporter, Users and Non-Code Parties outlining the change in circumstances or reasons for delay and inviting further representations within ten (10) days of the date of the notice; or
  - (c) the Secretary should place the Modification Proposal on the Agenda for further consideration at a future meeting of the Modification Panel as determined by the Modification Panel.
- 9.5.3 If the Modification Panel makes a determination in accordance with 9.5.2(a) then the Secretary shall within five (5) Business Days formally request a response from the Authority and place the Modification Proposal on the Agenda for further consideration at the next Modification Panel meeting, it being recognised at all times that the Authority is not obliged, as a result of a request pursuant to 9.5.2(a), to provide any response or indication.
- 9.5.4 If the Modification Panel makes a determination in accordance with 9.5.2(b) the Transporters shall within five (5) Business Days of the date upon which the invitation for representations closed prepare, and submit to the Secretary a supplemental report (which need not be in the form of a Modification Report) and also procure that the Secretary submits that report and copies of any representations received to the Authority and circulates a copy to each Transporter, Users and Non-Code Parties.
- 9.5.5 Any Report submitted to the Authority under paragraph 9.5.4 shall be supplemental to the Modification Report. Supplemental reports may, but need not, express a view and recommendation which confirms those expressed in the Modification Report to which it refers.

## **9.6 Text of Modification**

- 9.6.1 The text of each Modification shall be prepared as follows:
- (a) in relation to a User Proposal or a Third Party Modification Proposal, the Transporters shall prepare the text of the Modification:
    - (i) where directed by the Modification Panel, for inclusion in the draft Modification Report prepared pursuant to paragraph 9.1.1; or
    - (ii) if requested or directed to do so by the Authority;
  - (b) in relation to a Transporter Proposal the Transporter who is the Proposer shall:
    - (i) where directed by the Modification Panel, prepare the text of the Modification (for inclusion in the draft Modification Report prepared under paragraph 9.1.1); or
    - (ii) if requested or directed to do so by the Authority.
- 9.6.2 Subject to paragraph 10, the Suggested Text of each Modification shall be considered

by the relevant Development Work Group or (as the case may be) Workstream to which such Modification Proposal has been referred in accordance with these Rules. If the Suggested Text of a Modification is not considered by a Development Work Group prior to that Development Work Group's report being discussed by the Modification Panel pursuant to paragraph 8.8.1, the Development Work Group shall, where requested by the Modification Panel, having considered the text of a Modification and prior to the preparation of the draft Modification Report pursuant to paragraph 9.1.1, prepare a supplemental report commenting as appropriate upon that text.

- 9.6.3 If it is considered that the Modification Proposal or Third Party Modification Proposal is not sufficiently clear or complete to enable the preparation of text, a written report setting out the reasons for this will be prepared by the Transporters (in the case of a User Proposal or Third Party Modification Proposal) and by the Transporter who is the Proposer (in the case of a Transporter Proposal) and the Transporters or such Transporter shall refer the Modification Proposal or Third Party Modification Proposal to the next Modification Panel for determination pursuant to paragraph 9.1.3.
- 9.6.4 Where the Modification Proposal is a User Pays Modification Proposal, the request or direction pursuant to paragraph 9.6.1(a)(ii) or (b)(ii) will be deemed to be a request for text in respect of a proposed amendment to the Agency Charging Statement and such text will be prepared at the same time the text prepared pursuant to paragraph 9.6.1(a)(ii) or (b)(ii).

## **9.7 Modification**

- 9.7.1 The Transporters shall modify the Uniform Network Code or, as the case may be, the Relevant Transporter shall modify the relevant Individual Network Code in accordance with each consent given and each direction made by the Authority.
- 9.7.2 The Transporters shall, as soon as reasonably practicable, notify each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) of each Modification. Each such notice shall specify the text of the Modification and the date upon which the Modification shall become effective and may provide (for the purposes of information only) an explanatory note (which note should not be relied upon) in respect of the Modification. Each Modification shall become effective upon the date specified in the relevant notice. Having so notified each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any), the Transporters may, with the agreement of the Authority, notify all Users, all Transporters, Members, each Third Party Participant and Non-Code Parties (if any) of any amendment to the date specified in the earlier notice, and the date specified in any such notice shall be the date upon which the relevant Modification shall become effective.

## **10 URGENT MODIFICATION PROPOSALS**

### **10.1 Procedure**

- 10.1.1 If a Modification Proposal has been considered or identified pursuant to paragraph 6.1.3(b) as one which should be treated as an Urgent Modification Proposal the Secretary shall as soon as possible send a copy of the Modification Proposal to the Authority and the Transporters shall consult with the Authority and shall recommend the procedure and timetable to be followed in respect of each Urgent Modification Proposal.

- 10.1.2 If the Authority considers it appropriate that the Modification Proposal referred to in paragraph 10.1.1 should be treated as an Urgent Modification Proposal:
- (a) the Secretary shall notify each Transporter, each User, each Member and each Non-Code Party (if any);
  - (b) to the extent that the Authority agrees with the recommendation made in the procedure and timetable submitted by the Transporters, all or any of the Modification Rules (including, but without limitation, consulting with the Modification Panel and seeking representations from each Transporter, Users and any Non-Code Party), may be deviated from or any other procedure accepted by the Authority may be followed;
  - (c) the Transporters shall prepare and submit to the Secretary, a Modification Report in a format and in accordance with a timetable accepted by the Authority; and
  - (d) the Transporters shall instruct the Secretary to send the Modification Report to the Authority.
- 10.1.3 If the Authority does not accept that the Modification Proposal should be treated as an Urgent Modification Proposal the Secretary shall notify the Proposer and paragraphs 7, 8 (if applicable) and 9 shall apply in respect of the Modification Proposal.

## **10.2 Modification report**

- 10.2.1 Each Modification Report and attachments (if any) prepared pursuant to paragraph 10.1.2(c) shall, in addition to reporting to the extent relevant upon the matters referred to in paragraph 9.4.1, detail:
- (a) the reasons why it is an Urgent Modification Proposal; and
  - (b) the procedures that the Transporters have followed pursuant to paragraph 10.1.2(b) where these differ from the Modification Procedures.
- 10.2.2 The Transporters may submit their Modification Report (in whole or in part) orally and/or in writing. The Transporters shall in respect of any Modification Report (or any part thereof) submitted orally as soon as possible confirm that oral submission in writing. The Transporters shall as soon as reasonably practicable send a copy of each such report to each Transporter, each User, each Member and each Non-Code Party (if any).

## **10.3 Modification**

- 10.3.1 The Transporters shall modify the Uniform Network Code and the Relevant Transporter shall modify an Individual Network Code in accordance with each direction made and consent given by the Authority.
- 10.3.2 The Transporters shall as soon as possible notify each Transporter, each User, each Non-Code Party (if any) and each Member of the urgent Modification. Each such notice shall specify the text of the Modification and the date upon which the Modification is to become effective.

## **10.4 Report on Modification and review**

Where an urgent Modification is implemented, the Transporters shall at the next following meeting of the Modification Panel report to the Modification Panel in respect of the urgent Modification. The Modification Panel may determine at that meeting that the subject matter

of the urgent Modification so made shall be subject to the review procedures. If the Modification Panel shall so determine, the Transporters shall procure that a Review Proposal in respect of the urgent Modification so made and refer such proposal to the relevant Workstream together with the Terms of Reference to be applicable.

## **11 REVIEW PROCEDURES**

### **11.1 Purpose**

The review procedures are designed to provide a means by which the Uniform Network Code and each Individual Network Code may be reviewed and considered without being subject to the Modification Procedures.

### **11.2 Review proposals**

11.2.1 The Modification Panel may determine:

- (a) that any matter; or
- (b) (at a meeting of the Modification Panel), that the Modification Proposal discussed at that meeting,

should be subject to review.

11.2.2 If the Modification Panel shall make a determination:

- (a) pursuant to paragraph 11.2.1(a), the Transporters shall procure that a Review Proposal is made in respect of such matter; or
- (b) pursuant to paragraph 11.2.1(b), the Proposer shall be treated as having made a Review Proposal pursuant to paragraph 11.2.3 or, as the case may be, paragraph 11.2.4.

11.2.3 The Transporters may, from time to time, procure that a Review Proposal is made or withdraw such a Review Proposal.

11.2.4 Any User may, from time to time, make a Review Proposal or withdraw a Review Proposal made by that User, and the Transporters and Users may either raise an alternative Review Proposal (which proposal shall be raised in accordance with paragraph 11.2.2(a)) or where the User withdraws a Review Proposal adopt the Review Proposal (in which case the adopted Review Proposal shall continue through the review procedures from the point at which it was withdrawn by the User).

### **11.3 Form of proposal**

11.3.1 Each Review Proposal shall:

- (a) be in writing; and
- (b) set out in reasonable but not excessive detail the nature of the Review Proposal.

11.3.2 The Modification Panel may, from time to time, stipulate the form which a Review Proposal should take.

11.3.3 The Transporters shall allocate to each Review Proposal a unique reference number.

### **11.4 Review procedures**

**11.4.1** Following the submission of a Review Proposal:

- (a) the Modification Panel may determine:
  - (i) that such Review Proposal be subject to review by a Review Group in accordance with such Terms of Reference, procedures and such timetable as the Modification Panel shall determine; or
  - (ii) that such Review Proposal be referred to a Workstream for consideration in accordance with such Terms of Reference, procedures and such timetable as the Modification Panel shall determine;
- (b) subject to paragraph 11.4.1(a), the Transporters may refer the Review Proposal to a Workstream for consideration in accordance with such Terms of Reference, procedures and such timetable as the Transporters may determine; and
- (c) subject to paragraphs 11.4.1(a) and (b), the Review Proposal shall lapse and the Transporters shall notify the Proposer.

**11.4.2** Following review by a Workstream or Review Group in accordance with paragraph 11.4.1(a) or (b), the Workstream or Review Group shall submit a report to the Modification Panel.**11.4.3** Following submission of a report under paragraph 11.4.2, the Modification Panel shall consider the report, and in the event that the Modification Panel does not determine that a further review be undertaken by the Workstream or Review Group (as the case may be), the Transporters shall circulate the report to each Transporter and all Users.**11.4.4** Where the report submitted in accordance with paragraph 11.4.2 contains a recommendation in the form of a Modification Proposal and the Modification Panel:

- (a) determines to support such recommendation, such Modification Proposal shall be dealt with in accordance with paragraph 7.3; or
- (b) makes no determination, the Workstream or Review Group may reconsider and resubmit the report (whether or not containing a new recommendation) for reconsideration by the Modification Panel and paragraph 11.4.3 shall apply.

**12 GENERAL****12.1 Notices**

12.1.1 Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with these Rules shall be made in accordance with GT Section B5.2.

**12.2 Non-receipt**

No accidental omission or neglect in sending any document or notice or other communication to, or (other than in the case of any document or notice or other communication submitted by the Transporters to the Authority) non-receipt of any document or notice or other communication by, any person shall be capable of invalidating any act or thing done pursuant to these Rules.



### **12.3 Representations**

- 12.3.1 All representations (and any withdrawal of the same) made by each User or any Transporter pursuant to these Rules shall be readily identifiable as representations (or, as the case may be, a withdrawal thereof), shall identify the unique reference designation on the Modification Proposal, Third Party Modification Proposal or Review Proposal to which they relate and shall be sent to the Secretary at the address of the Transporters, for the time being, notified to Users for the purposes of paragraph 12.1.
- 12.3.2 Any Transporter, User, Third Party Participant or Non-Code Party may at any time prior to the submission of the Modification Report by notice to the Secretary withdraw any representation made by it, whether made in writing or at a meeting of Users or Non-Code Parties.
- 12.3.3 The Transporters shall send to the Authority copies of all representations, but the Transporters shall not be required to take account of representations received after the expiry of the period established in accordance with these Rules, or of any representations which in the Transporters' reasonable opinion are of no relevance to the subject matter to which they are intended to relate, or from persons who are not likely to be materially affected.
- 12.3.4 In submitting representations pursuant to any provision of these Rules, the person making such submission consents to the publication and circulation of such representations by the Transporters for the purposes of these Rules.

### **12.4 Variation of Modification Proposal**

- 12.4.1 In the case of a Modification Proposal adopted pursuant to paragraph 6.4, the:
- (a) Transporter(s) or User(s) adopting the proposal (where that proposal made is in respect of the Uniform Network Code); or
  - (b) Relevant Transporter or Relevant Shipper adopting the proposal (where that proposal made is in respect of an Individual Network Code),
- shall (as the case may be) as it considers appropriate modify that adopted Modification Proposal having regard to better facilitating the achievement of the Relevant Objectives and having had regard to any other matter (including, but without limitation, representations (if any) received (in accordance with these Rules) from each Transporter, Users, Non-Code Parties, Third Party Participants and otherwise and the report of the relevant Workstream or Development Work Group and discussions at meetings of the Modification Panel) as appropriate.

### **12.5 Time periods**

Notwithstanding any time periods specified in these Rules, in respect of any Modification Proposal, Third Party Modification Proposal or Review Proposal the Modification Panel may, from time to time, determine to shorten or lengthen the time period within which any (or all) of the Modification Procedures or Review Group procedures or any other procedures is (or are) to be undertaken. If the Modification Panel shall so determine, the Transporters shall, so far as consistent with these Rules and the Transporter's Licence, do all acts and things which these Rules specify as acts and things to be done by the Transporters within such shorter or longer period of time so as to give effect to such determination.

### **12.6 Consequences of the Rules and Confidentiality**

- 12.6.1 These Rules shall not give rise to or impose any duty, obligations or rights (whether in contract, tort, trust or otherwise) pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code on any person that is treated as being, for the time being, a User and shall not give rise to any action or claim or liability (whether in contract, tort (including, but without limitation, negligence), for breach of trust or otherwise) against any such person pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code.
- 12.6.2 These Rules shall not give rise to or impose any duty, obligation (other than pursuant to a Transporter's Licence) or right (whether in contract, tort, trust or otherwise) and consequently shall not give rise to any action or claim or liability pursuant to, in relation to, in respect of or in connection with these Rules.
- 12.6.3 Without prejudice to the generality of paragraph 12.6.2, no Member, individual in any Development Work Group or Review Group, or Relevant Subject Matter Expert shall be liable (in whatever capacity) and no employer of any such person shall be vicariously liable for any act or thing done or omitted to be done pursuant to, in relation to, in respect of or in connection with these Rules.
- 12.6.4 Without prejudice to the generality of paragraph 12.6.2, no act or thing done or omitted to be done by a Transporter, the Transporters or any User (or any employee, director or agent of a Transporter, the Transporters or any User) pursuant to, in relation to, in respect of or in connection with these Rules shall give rise to any action or claim or liability by any User or Non-Code Party against a Transporter, the Transporters (or any such employee, director or agent of a Transporter, the Transporters) or by any other User, Non-Code Party or a Transporter, the Transporters against such User (or any such employee, director or agent of such User).
- 12.6.5 Nothing in or arising as a consequence of these Rules is intended in any way to limit or negate the ability for the time being of any User or Transporter to seek to discuss any issue or matter with the Authority or to give rise to any consequence in respect of any contractual relationship (other than pursuant to a Modification) which may, from time to time, exist between any User and Transporter.
- 12.6.6 Nothing in these Rules shall oblige or impose any duty (whether expressly or impliedly) on any User or Transporter to provide or make available any information.
- 12.6.7 Any person who provides any information for the purposes of or pursuant to these Rules may require that such information may only be made available subject to such confidentiality undertakings as such person may require.

## **12.7 Disapplication of these Rules**

In respect of any Modification Proposal, Third Party Modification Proposal or Review Proposal, if the Transporters consider that it would be appropriate to disapply any of these Rules the Secretary shall notify each Member, each Transporter and each User, each Third Party Participant and each Non-Code Party (if any) and in that notice specify which paragraphs of these Rules the Transporters consider it would be appropriate to disapply and explaining why and invite each Transporter, Users, Third Party Participants and Non-Code Parties (if any) to make representations within ten (10) Business Days following the date of such invitation in respect of the proposed disapplication. The Transporters shall within the three (3) Business Days following the expiry of such ten (10) Business Days send to each Member and the Authority copies of all representations (if any) so received. The Modification Panel shall, subject to paragraph 5.3.1, at the next following meeting of the

Modification Panel consider the representations (if any) received (in accordance with this paragraph 12.7) from Transporters, Users, Third Party Participants and Non-Code Parties (if any), and the Modification Panel may determine that it is appropriate to disapply any of the paragraphs of these Rules specified in the relevant notice. If the Modification Panel shall so determine the paragraphs of these Rules specified in the relevant notice shall, if the Authority agrees, be disapplied.

## **12.8 View**

12.8.1 The Transporters may decide to seek a View from the Authority:

- (a) on any matter arising (under these Rules or otherwise) from a Modification Proposal at any stage prior to the date on which the Transporters finalise the Modification Report; and
- (b) in respect of the proposed funding arrangements for a User Pays Modification Proposal, at any stage prior to a determination under paragraph 7.2.3(a)(iii).

12.8.2 If the Transporters decide to seek a View pursuant to paragraph 12.8.1, the Secretary shall:

- (a) forward an application to the Authority setting out the Transporters' own views and reasons for seeking a View from the Authority;
- (b) if the Modification Panel shall so determine, suspend (in whole or in part) the consideration of the Modification Proposal by any Development Work Group; and
- (c) notify each Transporter, each User and each Non-Code Party (if any) of such decision to seek a View.

12.8.3 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority expresses the View that the Modification Proposal should not proceed, the Modification Proposal shall lapse and the Transporters shall within the five (5) Business Days following receipt of the View prepare and circulate notification of such lapse.

12.8.4 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority shall not express any View as to how the Modification Proposal should proceed or expresses the View that the Modification Proposal should proceed to the Development Phase, the Modification Proposal shall proceed to the Development Phase.

12.8.5 If the Authority expresses any other view, the Modification Proposal shall proceed in accordance with such view.

## **12.9 Terms of reference**

12.9.1 The Terms of Reference for each Development Work Group, Modification Proposal referred to a Workstream or Review Group shall:

- (a) detail the composition of the Development Work Group or Review Group in accordance with paragraph 8.1;
- (b) detail the Modification Proposal;
  - (i) detail the work to be undertaken by the Development Work Group, Workstream or Review Group to enable the Development Work Group, Workstream or Review Group to prepare its report; and
  - (ii) specify any matters, in addition to those referred to in paragraph

8.6.1, which the Development Work Group, Workstream or Review Group should address in its report;

- (c) detail other matters (if any) to be considered or reviewed by the Development Work Group, Workstream or Review Group;
- (d) state whether the Development Work Group, Workstream or Review Group should consult with any other person for the purposes of its report, and if so, detail the extent to which and identify which person (or persons) it should consult with, but this shall not require the Transporters to engage or remunerate any person so consulted;
- (e) set a timetable in accordance with which the work of the Development Work Group, Workstream or Review Group is to be done and its report prepared; and
- (f) specify when the Development Work Group, Workstream or Review Group is to comment upon the text of the Modification, provided to the Group pursuant to paragraph 9.6.

12.9.2 Unless the Modification Panel shall otherwise determine, the timetable referred to in paragraph 12.9.1(e) shall not exceed a period of six (6) months.

12.9.3 The Modification Panel may, from time to time, determine:

- (a) to change the Terms of Reference of:
  - (i) any Development Work Group;
  - (ii) Modification proposal referred to a Workstream; and
  - (iii) any Review Group;
- (b) if the Terms of Reference of the relevant Development Work Group or Review Group so anticipate, that the Development Work Group, or Review Group, should undertake new or further work or consider new matters (whether or not related to any earlier work undertaken by that Development Work Group, or Review Group); or
- (c) to change the Chairperson's Guidelines.



**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART V – EUROPEAN INTERCONNECTION DOCUMENT****PART VA - GENERAL****1. Interpretation**

## 1.1 In this Part VA:

- (a) terms defined in the Transportation Principal Document or the European Interconnection Document have the meanings given to them in those Documents;
- (b) “**CAM Effective Date**” means 1 November 2015;
- (c) “**CAM Operational Date**” means, in relation to an Interconnection Point, the date, not earlier than the EID Implementation Date and not later than the CAM Effective Date, determined and published by National Gas Transmission as the date on which certain communications under EID Section B can first be made in relation to that Interconnection Point;
- (d) a reference to a Gas Year 20XX/XY is to the Gas Year which starts 1 October 20XX and ends 30 September 20XY.

1.2 For the purposes of this Part VA, where a provision (relevant provision) of the Code is effective from a particular Gas Flow Day ('D') the Code including the relevant provision shall be effective in respect of deliveries of gas to, offtakes of gas from and gas flows in the Total System (and for avoidance of doubt including the holding of System Capacity) on and from Gas Flow Day D.

1.3 Pursuant to paragraph 1.2, where and to the extent that under the Code any communication, determination or other thing in relation to the Gas Flow Day may be or is to be given, made or done:

- (a) on any Day before the Gas Flow Day, the Code including the relevant provision shall apply, in relation to Gas Flow Day D and each subsequent Gas Flow Day, on Days before such Gas Flow Day,
- (b) on any Day after the Gas Flow Day, the Code without the relevant provision shall apply, in relation to Gas Flow Day D-1 and each preceding Gas Flow Day, on Days after such Gas Flow Day,

in relation to such communications, determinations and other things.

1.4 Where, in relation to an Interconnection Point and a particular provision of the European Interconnection Document, the Interconnection Agreement specifies a Day (later than the Day or Gas Flow Day from which, under this Part VA, that provision is to be effective) from which the Adjacent TSO will be able to give and receive the communications necessary for the operation of that provision, that provision shall be effective from the Day or Gas Flow Day so specified.

**2. EID Section A**

## 2.1 General

- 2.1.1 Subject to paragraphs 1.4 and 2.2, the provisions of EID Section A shall be effective from the EID Implementation Date.
- 2.1.2 Notice given by a User prior to 1 October 2015 under any provision of the Transportation Principal Document or an Ancillary Agreement of the User's intention to hold System Capacity or nominate gas for offtake or delivery at an Interconnection Point shall satisfy the requirement under EID Section A2.4.1 in relation to that Interconnection Point.

## 2.2 Europe Reference Conditions

- 2.2.1 The provisions of EID Section A1.5 shall be effective from the Gas Flow Day 1 May 2016.

## 2.3 Transitional Correction for Europe Reference Conditions

- 2.3.1 It is acknowledged that, in relation to the Bacton BBL Interconnection Point, pursuant to the Interconnection Agreement, quantities allocated to Users are determined on the basis of the Europe Reference Conditions referred to in EID Section A1.5.1 with effect from 1st October 2015; and accordingly National Gas Transmission shall carry out, in respect of the Bacton BBL Interconnection Point, for each Day in the period from 1st October 2015 to the Day before the date in Transition Document Part VA paragraph 2.2.1 (the “**Correction Period**”), a transitional correction for Europe Reference Conditions in accordance with this Part VA paragraph 2.3.
- 2.3.2 For each Day in the Correction Period, for each User in respect of Bacton BBL Interconnection Point:
- (a) the “**Adjusted**” UDQI and UDQO shall be determined as (respectively) the User’s UDQO and UDQI, as determined in accordance with EID Section D and TPD Section E, adjusted by the conversion factor specified in EID Section A1.5.6;
  - (b) the “**Adjusted Daily Imbalance Charge**” shall be determined as the amount of the Daily Imbalance Charge which would have been payable by or to the User if the User’s Adjusted UDQI and UDQO had been used in calculating the User’s Daily Imbalance;
  - (c) the “**Imbalance Adjustment Charge**” shall be determined as the difference (treating amounts payable to the User as positive and by the User as negative) between the Daily Imbalance Charge and the Adjusted Daily Imbalance Charge;
  - (d) the Imbalance Adjustment Charge shall be payable to the User (where positive) and by the User (where negative).
- 2.3.3 Amounts payable in respect of Imbalance Adjustment Charges in respect of Days in each month in the Correction Period shall be invoiced in an Adjustment Invoice in respect of such month and payable in accordance with TPD Section S; provided that the first such Adjustment Invoice shall include such amounts in respect of all Days from the start of the Correction Period until the end of the month in respect of which such Adjustment Invoice is issued.
- 2.3.4 Amounts in respect of Imbalance Adjustment Charges, for Days in a month, payable:
- (a) to a User, shall be additional Monthly Adjustment Neutrality Costs in respect of such month for the purposes of TPD Section F4.5.3(a)(v);
  - (b) by a User:

- (i) shall be additional Monthly Adjustment Neutrality Revenues in respect of such month for the purposes of TPD Section F4.5.3(b)(iv);
- (ii) shall be counted for the purposes of TPD Section F4.5.3(a)(ii) and (b)(ii) as if they were specified in those paragraphs;

provided that, in respect of each month in the Correction Period before the month in respect of which the first Adjustment Invoice is issued (as provided in paragraph 2.3.3):

- (c) for every User, the amount of the Monthly Adjustment Neutrality Amount for such month shall be recalculated on the basis in paragraph (b)(i) and (ii), and the required adjustment amount calculated (to put the User in the same position as if the recalculated amount had originally been invoiced);
- (d) such adjustment amount:
  - (i) shall be payable by or to the User (as the case may be), and shall be invoiced in the first Adjustment Invoice referred to in paragraph 2.3.3;
  - (ii) where payable by the User, shall be counted for the purposes of TPD Section F4.5.3(a)(ii) and (b)(ii) as if it were an amount specified in those paragraphs.

2.3.5 Except as provided in paragraph 2.3.3, no other adjustment shall be made (to any UDQI or UDQO or other quantity) and no other account shall be taken for the purposes of the Code in relation to an Interconnection Point in respect of the difference between the Europe Reference Conditions (applying at the Bacton BBL Interconnection Point) and the Code Reference Conditions in respect of any Day in the Correction Period.

**3. EID Section B**

**3.1 General**

3.1.1 Subject to paragraph 1.4, the provisions of EID Section B shall be effective in accordance with this paragraph 3.

**3.2 Commencement of EID Section B**

3.2.1 The first Auctions to be held under the provisions of EID Section B shall be in respect of the Capacity Periods set out in the table below; and the provisions of EID Section B shall come into force accordingly:

<b>Auction</b>	<b>Capacity Period</b>
Annual Yearly Auctions	Gas Years 2016/17 to 2030/31
Annual Quarterly Auctions	Quarters in Gas Year 2016/17
Rolling Monthly Auctions	December 2015
Rolling Day-ahead Auctions, Interruptible Rolling Day-ahead Auctions and Within-Day Auctions	1 November 2015

3.2.2 The last periods in respect of which System Capacity will be allocated, or NTS Entry Capacity for a month surrendered, at Interconnection Points under the provisions of TPD Sections B2 and B3 referred to in EID Section B1.8, shall be as set out in the table below; and those provisions shall cease to have effect in respect of Interconnection Points (and EID Section B1.8 shall come into force) accordingly:



<b>System Capacity</b>	<b>Period</b>
Quarterly NTS Entry Capacity - annual QSEC invitation	Calendar quarters in the Gas Years 2016 to 2030
Monthly NTS Entry Capacity – annual AMSEC invitation	Calendar months April 2015 to March 2016 inclusive
Monthly NTS Entry Capacity - rolling monthly surrender invitation and rolling monthly invitation	October 2015
Daily NTS Entry Capacity, Daily Interruptible NTS Entry Capacity,	31 October 2015
Annual NTS Exit (Flat) Capacity	Gas Years 2015 to 2017 inclusive
Daily NTS Exit (Flat) Capacity and Offpeak Daily NTS Exit (Flat) Capacity	31 October 2015

- 3.2.3 EID Section B2.1.1 applies only in respect of the allocation (and EID Sections B1.1.3 and B1.6.6 apply in respect of the acquisition) of Interconnection Point Capacity in respect of Capacity Periods commencing with the Capacity Periods set out in paragraph 3.2.1; and accordingly those Sections do not affect the acquisition or holding by a User of System Capacity at an Interconnection Point, for any period which falls in whole or part on or after the CAM Effective Date, which was allocated under any provision of TPD Section B prior to such provision ceasing to be effective in accordance with paragraph 3.2.2.
- 3.2.4 A User may not submit, in relation to an Interconnection Point:
- (a) a request to Bundle Interconnection Point Capacity under EID Section B6.4;
  - (b) a Surrender Offer under EID Section B7; or
  - (c) notification of a System Capacity Transfer in accordance with EID Section B9;
- before the CAM Operational Date in relation to that Interconnection Point.
- 3.2.5 With effect on and from the CAM Operational Date in relation to an Interconnection Point, notification of a System Capacity Transfer for a Transfer Period which falls (in whole or part) after the CAM Effective Date may only be submitted in accordance with EID Section B9.
- 3.2.6 All Surrender Offers in relation to an Interconnection Point received by National Gas Transmission no later than the Day before the CAM Effective Date shall be deemed for the purposes of EID Section B7.3.3(a) to have been submitted at the start of the CAM Effective Date.
- 3.2.7 For the avoidance of doubt, in accordance with EID Section B1.6, until such time as the CPO Rules and Processes recognise Interconnection Point Capacity expressed in kWh/Day (as opposed to kWh/hour), Users will not be able to submit communications or otherwise participate in CPO Activities in respect of Interconnection Points at which Interconnected System Capacity is expressed only in kWh/Day.

**3.3 Enduring Annual NTS Exit (Flat) Capacity**

- 3.3.1 Paragraph 3.2 does not apply in respect of Enduring Annual NTS Exit (Flat) Capacity.

- 3.3.2 Applications for Enduring Annual NTS Exit (Flat) Capacity at an Interconnection Point may be made (subject to and in accordance with the provisions of TPD Section B3.2) up to and including but not after the Annual Application Window in July 2015 (or in the case of TPD Section B3.2.3(b), 30 June 2015); and, in relation to applications for Enduring Annual NTS Exit (Flat) Capacity at Interconnection Points, those provisions shall cease to have effect (and EID Section B1.8 shall come into force) accordingly.
- 3.3.3 Paragraphs 3.3.4 applies where (pursuant to an application made under the provisions of TPD Section B3.2 prior to such provisions ceasing to be effective in accordance with paragraph 3.3.2), at the CAM Effective Date, a User is registered as holding Enduring Annual NTS Exit (Flat) Capacity at an Interconnection Point (including for the avoidance of doubt Enduring Annual NTS Exit (Flat) Capacity to be held with effect from a Day falling after the CAM Effective Date).
- 3.3.4 Where this paragraph 3.3.4 applies:
- (a) the User will continue (subject as provided in TPD Section B3.1.5(c)(i), (ii) and (iii), and subject to paragraph (c) below) to hold such Enduring Annual NTS Exit (Flat) Capacity until and including the Day before the EANE(F)C Expiry Date;
  - (b) on and with effect from the EANE(F)C Expiry Date the User shall cease to hold such Enduring Annual NTS Exit (Flat) Capacity;
  - (c) the provisions of TPD Section B3.2.14 to B3.2.24 shall continue to apply (up to the EANE(F)C Expiry Date) in respect of the reduction of Enduring Annual NTS Exit (Flat) Capacity; but such provisions do not apply after the CAM Effective Date in respect of the increase of Enduring Annual NTS Exit (Flat) Capacity.
- 3.3.5 The **“EANE(F)C Expiry Date”** in relation to Enduring Annual NTS Exit (Flat) Capacity which a User is registered as holding is:
- (a) 1 October 2020, or
  - (b) if later, the Day following the expiry of the Commitment Period or such earlier date (not earlier than 1 October 2020) as National Gas Transmission may in its discretion and of its initiative decide and notify to the User on the basis of the principles in TPD Section B3.2.17(a).
- 3.3.6 For the avoidance of doubt paragraph 3.3.4(b) applies irrespective of whether the User’s Available NTS Exit (Flat) Capacity would become negative as a result.
- 3.3.7 Paragraph 3.3.8 applies where (pursuant to an application made under the provisions of TPD Section B3.2 prior to such provisions ceasing to be effective in accordance with paragraph 3.2.2), at the CAM Effective Date, a User is registered as holding NTS Exit (Flat) Capacity at an Interconnection Point (including for the avoidance of doubt Enduring Annual NTS Exit (Flat) Capacity to be held with effect from a Day falling after the CAM Effective Date).
- 3.3.8 Where this paragraph 3.3.8 applies, the provisions of TPD Section B6 as to System Capacity Assignment shall continue to apply in respect of such Registered NTS Exit (Flat) Capacity, but in the case of Enduring Annual NTS Exit (Flat) Capacity subject to paragraph 3.3.4 which shall apply equally in respect of the Assignee User.

### **3.4 Overrun Charges**

3.4.1 For the purposes of TPD Section B2.13.3, in respect of any Day on or after the CAM Effective Date in relation to which NTS Entry Capacity at an Interconnection Point was allocated under TPD Section B2.2, B2.3 or B2.5, 'A' shall be the highest of all of the prices referred to in TPD Section B2.13.3(a) and EID Section B10.3.1(a).

3.4.2 For the purposes of TPD Section B3.13.3, in respect of any Day on or after the CAM Effective Date in relation to which NTS Exit (Flat) Capacity at an Interconnection Point was allocated under TPD Section C3.4 or C3.5, 'A' shall be the highest of all of the prices referred to in TPD Section B3.13.3(a) and EID Section B10.3.2.

#### **4. EID Section C**

4.1.1 Subject to paragraph 1.4, the provisions of EID Section C shall be effective from the Gas Flow Day 1st October 2015.

#### **5. EID Section D**

5.1 Subject to paragraph 1.4, the provisions of EID Section D shall be effective from the Gas Flow Day 1st October 2015.

5.2 For the purposes of EID Section D1.2.1(e):

- (a) subject to paragraph (b), for each Interconnection Point, the Cumulative Steering Difference is zero for 30 September 2015;
- (b) in relation to an Interconnection Point which is established after 1 October 2015, the Cumulative Steering Difference is zero for the Day before the commencement of commercial operations at the Interconnection Point as determined under the Interconnection Agreement.

## **PART VB – INTERCONNECTION AGREEMENTS**

### **1. Power to amend and enter into agreements**

- 1.1 Notwithstanding any provision of TPD Section I or Section J or any of the Ancillary Agreements, National Gas Transmission may, without the agreement or consent of any User, agree to amend each Interconnection Agreement (including Network Entry Provisions and Network Exit Provisions contained in such Interconnection Agreement), and may enter into each Tripartite Agreement, so as to be in the form which is submitted by the Adjacent TSO to, and approved by, the Authority pursuant to Standard Licence Condition 3(1) of the Interconnector Licence held by the Adjacent TSO.
- 1.2 The provisions of this Part VB apply separately in respect of each Interconnection Agreement and Tripartite Agreement.
- 1.3 Each Ancillary Agreement shall be deemed modified to permit the Interconnection Agreement to be amended as provided in paragraph 1.
- 1.4 Before the Adjacent TSO submits the proposed amended Interconnection Agreement or (as the case may be) proposed Tripartite Agreement to the Authority for approval, National Gas Transmission will consult with Users in respect of the Relevant Provisions, as follows:
- (a) National Gas Transmission will send the proposed Relevant Provisions to Users and invite Users to comment on the proposed Relevant Provisions within a period of four weeks from when the proposed Relevant Provisions are sent to Users (and for avoidance of doubt the four week period may have started before the Code was modified to include this Part VB);
  - (b) National Gas Transmission may send minor changes to the proposed Relevant Provisions to Users up to two weeks before the end of such four week period;
  - (c) National Gas Transmission may extend the period within which Users may comment on the proposed Relevant Provisions;
  - (d) National Gas Transmission will consider the comments made by Users under paragraph (a) and may agree with the Adjacent TSO to amend the proposed Relevant Provisions on the basis of such comments, and will send (or arrange for the Adjacent TSO to send) to the Authority such comments no later than when the Adjacent TSO submits the proposed amended Interconnection Agreement or (as the case may be) proposed Tripartite Agreement to the Authority for approval.
- 1.5 The powers contained in this Part VB may not be exercised by National Gas Transmission in relation to each Interconnection Agreement on more than one occasion, and such powers lapse on 1 October 2015.

### **2. Interpretation**

- 2.1 For the purposes of this Part VB:
- (a) the “**Interconnection Agreements**” are:

- (i) the Interconnection Agreement dated 25 August 1998 between National Gas Transmission Gas plc and Interconnector (UK) Limited (as amended and restated);
  - (ii) the Interconnection Agreement dated 25 August 1998 between National Gas Transmission Gas plc and GNI (UK) Limited (formerly BGE (UK) Limited) (as amended and restated); and
  - (iii) the Interconnection Agreement dated 21 April 2009 between National Gas Transmission Gas plc and BBL Company V.O.F (as amended and restated);
- (b) the “**Ancillary Agreements**” are:
- (i) the Ancillary Agreement in respect of the UK-Continent Interconnector dated 25 August 1998 between National Gas Transmission Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated);
  - (ii) the Ancillary Agreement in respect of the GB-Ireland Interconnector dated 25 August 1998 between National Gas Transmission Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated); and
  - (iii) the Ancillary Agreement in respect of the BBL Interconnector dated 18 November 2010 between National Gas Transmission Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated);
- (c) the “**Tripartite Agreements**” are:
- (i) the Tripartite Agreement to be entered into between National Gas Transmission Gas plc, GNI (UK) Limited and Premier Transmission Limited;
  - (ii) the Tripartite Agreement to be entered into between National Gas Transmission Gas plc, GNI (UK) Limited and Gas Networks Ireland Limited;
- (d) “**Relevant Provisions**” are the following provisions of an Interconnection Agreement or Tripartite Agreement:
- (i) Network Entry Provisions;
  - (ii) Network Exit Provisions;
  - (iii) provisions agreed between the TSOs to give effect to:
    - (1) the provisions of EID Section B relating to Bundled Interconnection Point Capacity;
    - (2) the provisions of EID Section C relating to the functions of Initiating TSO and Matching TSO;
    - (3) the provisions of EID Section D as to the Operational Balancing Account and the determination of Users' UDQIs and UDQOs;
- so far as such provisions provide for or directly affect how the arrangements between Users and National Gas Transmission under the EID operate;

- (e) provisions governing communication between TSOs in exceptional events.



**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

offtaken 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 offtaken 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 CDSF 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 Gas Transmission, 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 Gas Transmission 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 Gas Transmission, 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**

<b>Extended Payment BP</b>	<b>Relevant Invoice Type</b>	<b>Relevant Invoice Items</b>	<b>Issue Date</b>	<b>Invoice Due Date</b>	<b>First Deferred Payment Date</b>	<b>Second Deferred Payment Date</b>
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 Gas Transmission	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 Gas Transmission	NTS Entry Capacity Invoice and NTS Exit Capacity Invoice	All Invoice Items	£434,666	£449,155	£449,155
National Gas Transmission	Commodity Invoice	NTS Entry Commodity Charges	£2,096,125	£2,165,996	£2,165,996
National Gas Transmission	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





**UNIFORM NETWORK CODE – MODIFICATION RULES****1 INTRODUCTION****1.1 Status**

Each of the Transporters is required, together with the other Transporters, to establish and operate procedures for the Modification of the Uniform Network Code and each Individual Network Code, so as to better facilitate, consistently with the duties imposed on each Transporter under Section 9(1) and (2) of the Act, the achievement of the Relevant Objectives. The procedures are to provide for:

- (a) a mechanism by which the Uniform Network Code and each Individual Network Code may be modified and/or reviewed;
- (b) the making of proposals for the modification of the Uniform Network Code either by a Transporter, a User, an Independent Gas Transporter, a Third Party Participant or, in certain circumstances, the Authority;
- (c) the making of proposals for the modification of each Individual Network Code by a Relevant Transporter, a Relevant Shipper, a Third Party Participant or, in relation to National Gas Transmission's Individual Network Code only, an Independent Gas Transporter or, in certain circumstances, the Authority;
- (d) subject to paragraphs 6.4.5(b) and 6.4.5(c), where a proposal is made for the modification of the Uniform Network Code (other than a proposal made by the Authority in the circumstances specified at paragraph 6.1.4), the making of an alternative proposal for the modification of the Uniform Network Code by any Transporter, User, Independent Gas Transporter, or Third Party Participant or, in certain circumstances, the Authority other than the person who raised the original modification proposal;
- (e) subject to paragraphs 6.4.5(b) and 6.4.5(c), where a proposal is made for the modification of an Individual Network Code (other than a proposal made by the Authority in the circumstances specified at paragraph 6.1.4), the making of an alternative proposal for the modification of that Individual Network Code by a Relevant Transporter, a Relevant Shipper, a Third Party Participant or, in relation to National Gas Transmission's Individual Network Code only, an Independent Gas Transporter or, in certain circumstances, the Authority other than the person who raised the original modification proposal;
- (f) determination by the Modification Panel whether a proposal for modification of the Uniform Network Code or an Individual Network Code (other than a proposal made by the Authority in the circumstances specified at paragraph 6.1.4), is a Self-Governance Modification Proposal;
- (g) determination by the Modification Panel whether a proposal for modification of the Uniform Network Code or an Individual Network Code (other than a proposal made by the Authority in the circumstances specified at paragraph 6.1.4), satisfies the Fast Track Self-Governance Criteria;
- (h) a right of appeal in respect of any determination by the Modification Panel to implement or not to implement a Self-Governance Modification Proposal;

- (i) the giving of adequate publicity to any such proposals including, in particular, drawing them to the attention of Transporters and Users and sending a copy of the proposal to any other person who asks for one;
- (j) the seeking of the View of the Authority on any matter connected with any such proposals other than Self-Governance Modification Proposals or Significant Code Review Modification Proposals made by the Authority in the circumstances specified at paragraph 6.1.4;
- (k) the consideration of any representations relating to such proposals (excluding Significant Code Review Modification Proposals made by the Authority in the circumstances specified at paragraph 6.1.4) made (and not withdrawn) by a Transporter, a User, the Users, an Independent Gas Transporter or any other person likely to be materially affected were the proposals to be implemented;
- (l) where the Authority accepts that the Uniform Network Code or an Individual Network Code may require modification as a matter of urgency, the exclusion, acceleration or other variation, subject to the Authority's approval, of any particular procedural steps which would otherwise be applicable; and
- (m) the making of Significant Code Review Modification Proposals by the Authority and the co-ordination of the processes for modification of the Uniform Network Code and Individual Network Codes with Significant Code Reviews,

and may include provisions which differ as between proposed modifications to the Uniform Network Code and proposed modifications to an Individual Network Code.

## **1.2 Application**

These Rules do not apply to any Modification which a Transporter may, from time to time, be required to make pursuant to Standard Special Condition A11(16).

## **1.3 Transporters' obligations**

Where for the purposes of these Rules the Transporters are required to undertake any obligation, it is acknowledged they may discharge the performance of that obligation through the Code Administrator.

## **1.4 Materially Affected Party**

The Transporters shall provide, to the extent that is reasonably practicable, information and assistance reasonably required by a Materially Affected Party for the purpose of preparing a Modification Proposal that includes a proposed modification to a NTS Charging Methodology or a DN Charging Methodology.

## **1.5 Code of Practice**

1.5.1 The Code Administrator shall in conjunction with other code administrators, maintain, publish, review and (where appropriate) amend the Code of Practice.

1.5.2 Where the Code Administrator undertakes any obligation for the purposes of these Rules, the Code Administrator shall do so in compliance with the Code of Practice unless it conflicts with these Rules.

## 1.6 Assistance

1.6.1 In carrying out its obligations including under these Rules and in compliance with the Code of Practice, the Code Administrator shall provide such assistance as a User (and in particular Small Participants) or Consumer Representatives may reasonably require, which shall include but not be limited to assistance in relation to:

- (a) the drafting of a Modification Proposal;
- (b) the provision of advice in relation to the operation and effect of the Uniform Network Code or an Individual Network Code;
- (c) the User's participation, involvement and representation in the Modification Procedures; and
- (d) access to information relating to a Modification Proposal, Modifications and the Modification Procedures.

## 2 INTERPRETATION

### 2.1 Defined terms

In addition to terms defined elsewhere in the Uniform Network Code, the following terms and expressions are used with the following meanings in these Rules:

**“Agenda”**: an agenda detailing (amongst other things) the nature of the matters and materials to be discussed at the meeting of the Modification Panel to which the agenda relates;

**“Annual Modification Panel Report”**: a report prepared annually by the Panel Chairperson to help ensure the efficient and effective operation of the Modification Panel, UNC Committee and associated processes and performance including management information;

**“Appeal”**: an appeal made by an Appealing Party to the Modification Panel of a determination by the Modification Panel under paragraph 9.3.10(a) in respect of a Self-Governance Modification Proposal;

**“Appeal Criteria”**: the following criteria in respect of an Authority Appeal:

- (a) the Authority Appeal has been made within the time specified in these Rules;
- (b) in the opinion of the Authority;
  - (i) the Appealing Party is, or is likely to be, unfairly prejudiced by the implementation or non-implementation of the Self-Governance Modification Proposal;
  - (ii) the Authority Appeal has been made on the grounds that the Appealing Party reasonably believes that:
    - (1) where the Modification Panel has made the determination to implement the proposal, the proposal does not better facilitate the achievement of at least one of the Relevant Objectives; or
    - (2) where the Modification Panel has made the determination not to implement the proposal, the proposal does better facilitate the achievement of at least one of the Relevant Objectives;

- (iii) the Authority Appeal has not been made for reasons that are trivial, frivolous or vexatious; and
- (iv) the Authority Appeal has a reasonable prospect of success;

**“Appeal Procedures”**: the procedures for the making of an Appeal and an Authority Appeal as set out in paragraph 13;

**“Appealing Party”**: in relation to an Appeal or an Authority Appeal, a User, a Materially Affected Party, Transporter, Independent Gas Transporter or Third Party Participant making such appeal;

**“Appointment Period”**: has the meaning given in paragraph 4.1.6;

**“Authority Appeal”**: an appeal to the Authority made by the Appealing Party under paragraph 13.5;

**“Authority Decision Date”**: the date on which the Authority gives notice to the Secretary in accordance with paragraph 9.3.5(b) of its determination to implement the Modification;

**“Backstop Lead Time”**: where the Authority Decision Date is later than the last Proposed Authority Decision Date, the proposed period of time (commencing on the Authority Decision Date) required to enable the Modification to be implemented;

**“Carbon Costs Guidance”**: guidance published by the Authority from time to time on the treatment of carbon costs and the evaluation of Greenhouse Gas Emissions including the document entitled 'Guidance on the treatment of carbon costs under the current industry code objectives';

**“Casting Vote”**: a vote exercisable by the Panel Chairperson in favour of or against any matter to be determined by the Modification Panel except the making of a recommendation under paragraph 9.2.1(b) or 9.3.3(a);

**“Code Administrator”**: is the joint office established by the Transporters pursuant to Standard Special Condition A12;

**“Code of Practice”**: is the 'Code Administration Code of Practice' approved by the Authority and developed, maintained and published by the Code Administrator and other code administrators, as may be amended with the Authority's approval;

**“Conflicting Appointment”**: has the meaning given in paragraph 4.4.5;

**“Consultation”**: those provisions of the Modification Procedures set out in paragraphs 7.3 and 9 and, as the context may require, any of those provisions;

**“Consumers' Representative(s)”**:

- (a) the representative (if any) for the time being appointed by Citizens Advice or Citizens Advice Scotland; and
- (b) the representative (if any) of consumers for the time being appointed by the Authority,

to the Modification Panel in accordance with these Rules;

**“Cross-Code Change”** means a proposed change, amendment or modification (**“principal change proposal”**) to an Energy Code (**“principal”** Energy Code) which the Cross-Code Steering Group determines gives rise to a requirement to make a consequential change, amendment or modification proposal (**“subsidiary change proposal”**) in relation to a different Energy Code (**“subsidiary”** Energy Code);

**“Cross-Code Steering Group”** means the group of that name established in accordance with the Retail Energy Code;

**“Designated Person”**:

- (a) subject to (b) below, the individual for the time being appointed as the Chief Executive of the Joint Office of Gas Transporters; or
- (b) any other individual of whose identity the Panel Chairperson may be notified by the Authority;

**“DN Charging Methodology”**: means the methodology in relation to charging in respect of a transportation arrangement established pursuant to paragraph 5 of Standard Special Condition A4;

**“DN Charging Methodology Forum”**: means a Workgroup chaired by a representative of the Code Administrator and operating within the Code of Practice, which is convened for the general purposes of consideration and discussion of matters relating to a DN Charging Methodology in accordance with its Terms of Reference (which group shall have no power or authority to bind any Materially Affected Party, User or Transporter) and which may not be dissolved by the Modification Panel;

**“Energy Code”** has the meaning given in the Retail Energy Code;

**“Emissions”**: has the meaning given in section 97 of the Climate Change Act 2008;

**“Fast Track Self Governance Criteria”**: has the meaning given to “fast track self-governance criteria” in Standard Special Condition A11, paragraph 24(a) of the Transporter’s Licence;

**“Fixed Implementation Date”**: the proposed implementation date of a Modification, such date being included in accordance with paragraph 6.2.1(e)(i) and, except where the Proposal is a Self Governance Modification Proposal, paragraph 9.4.1(g)(i);

**“Greenhouse Gas”**: has the meaning given in section 24(1) of the Climate Change Act 2008 to the term ‘targeted greenhouse gas’;

**“Independent Gas Transporter”**: has the meaning given in GT Section B2.1.4;

**“Independent Suppliers’ Representative”**: the individual (if any) for the time being appointed by the Designated Person to represent independent supplier organisations (and not affiliated to a User who has a representative on the Modification Panel) in accordance with these Rules;

**“Independent Gas Transporters’ Representative”**: the individual (if any) for the time being appointed by the Independent Networks Association (a company incorporated in England and Wales, with company registration number 06621212) in accordance with these Rules;

**“Individual Network Code”**: for the purposes of these Rules, a Transporter’s Network Code, excluding the terms of the Uniform Network Code incorporated within it;

**“Legal Text Guidance Document”**: the guidance document published by the Transporters which contains guidance in respect of the provision of legal text pursuant to these Rules;

**“legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators”** means any relevant legally binding decisions of the European Commission and/or the Agency, but a binding decision does not include a decision that is not, or so much of a decision as is not, Retained EU Law;

**“Materially Affected Party”**: has the meaning given in Standard Special Condition A11(24)(a) of the Transporter's Licence;

**“Member”**: any individual for the time being appointed to the Modification Panel;

**“Modification”**: any modification of the Uniform Network Code or, as the case may be, an Individual Network Code, made pursuant to these Rules and in accordance with Standard Special Condition A11, and "Modifications" shall be construed accordingly;

**“Modification Panel”**: the modification panel established and constituted from time to time pursuant to and in accordance with these Rules;

**“Modification Procedures”**: the provisions relating to Modifications and Modification Proposals set out in these Rules and, as the context may require, any of those provisions;

**“Modification Proposal”** means:

- (a) a Modification proposal in respect of the Uniform Network Code; or
- (b) a Modification proposal in respect of an Individual Network Code, (including a proposal to modify Annex V-1 ("Table of Operational and Market Data") in the Uniform Network Code made by a Third Party Participant);

**“Modification Proposal Guidance Document”**: the guidance document published by the Transporters which contains guidance in respect of the development of new Modification Proposals pursuant to these Rules.

**“Modification Report”**: a draft, final or amended final report prepared in accordance with paragraph 9 or paragraph 10.1.2(c);

**“Non-Code Party”**: any person to whom the Code Administrator shall send a copy of a Modification Proposal or a Modification Report, or from whom the Code Administrator shall invite representations pursuant to paragraph 7.6;

**“NTS Charging Methodology”**: means the methodology in relation to charging in respect of a transportation arrangement established pursuant to paragraph 5 of Standard Special Condition A4 and the methodology in relation to charging in respect of a connection pursuant to paragraph 3 of Standard Condition 4B;

**“NTS Charging Methodology Forum”**: means a Workgroup chaired by a representative of the Code Administrator and operating within the Code of Practice, which is convened for the general purposes of consideration and discussion of matters relating to a NTS Charging Methodology in accordance with its Terms of Reference (which group shall have no power or authority to bind any Materially Affected Party, User or Transporter) and which may not be dissolved by the Modification Panel;

**“Ofgem Representative”**: the individual (if any) for the time being appointed by the Authority as their representative to the Modification Panel in accordance with these Rules;

**“Panel Chairperson”**: the person appointed as Chairperson of the Modification Panel by the Transporters with the approval of the Authority, and as the context may require, a deputy Panel Chairperson;

**“Panel Constituency”**: has the meaning given in paragraph 3.2.1;

**“Panel Majority”**: in relation to

- (a) a Modification Panel recommendation made pursuant to paragraph 9.2.1(b) or 9.3.3(a) to be determined at a quorate and duly convened meeting of the Modification Panel means:
- a majority (in number) of the votes exercisable by the Voting Members present at that meeting and voting in favour of such matter; and
- (b) any other Modification Panel determination to be determined at a quorate and duly convened meeting of the Modification Panel means:
- (i) a majority (in number) of the votes exercised by the Voting Members present at that meeting and voting in favour of such matter; or
- (ii) if there is an equal number of votes by the Voting Members present at that meeting in favour of and against such matter, where the Panel Chairperson has exercised a Casting Vote in favour of such matter;

**“Proposed Authority Decision Date”**: the proposed date by which the Authority shall give notice to the Secretary in accordance with paragraph 9.3.5(b) of its determination to implement the Modification, such date being included in accordance with paragraph 6.2.1(e)(ii) and, except where the Proposal is a Self Governance Modification Proposal, paragraph 9.4.1(g)(ii);

**“Proposed Self-Governance Modification Proposal Determination Date”**: the proposed date on which the Modification Panel is to make a determination whether to implement or not to implement a Self-Governance Modification Proposal;

**“Proposer”**: the person who shall have made the relevant Modification Proposal pursuant to paragraph 6.1.1 or 6.1.2 or the relevant Request under paragraph 11.1;

**“Regulation”** means Regulation 2009/715/EC of the European Parliament and of the Council of 13 July 2009 concerning conditions for access to the national gas transmission networks (as a component of Retained EU Law) as amended by Schedule 2 of The Electricity and Gas etc. (Amendment etc.) (EU Exit) Regulations 2019 and section 3 of The Electricity and Gas etc. (Amendment) (EU Exit) Regulations 2020;

**“Relevant Objectives”**: has the meaning given in Standard Special Condition A11(24)(a) of the Transporter’s Licence;

**“Relevant Shipper”**: for the purposes of these Rules only in relation to an Individual Network Code Modification Proposal means:

- (a) a Shipper User who has a transportation arrangement with the Transporter in respect of the System(s) to which the Individual Network Code relates;
- (b) where such proposal relates to National Gas Transmission’s Network Code, a Trader User;

**“Relevant Transporter”**: for the purposes of these Rules only in relation to an Individual Network Code Modification Proposal means:

- (a) a Transporter which is the owner or operator of the System(s) to which the Individual Network Code relates; and
- (b) (in the context of making, and submitting representations on, a Modification Proposal or alternative Modification Proposal in respect of an Individual Network Code) a DNO User;

**“Request”**: has the meaning given in paragraph 11.1;

**“Request Procedures”**: means the procedures set out in paragraph 11;



**“Retained EU Law”** has the same meaning as that given by section 6(7) of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement Act) 2020;

**“Rules”**: these Modification Rules;

**“Secretary”**: means:

- (a) the individual for the time being appointed as secretary; or
- (b) as the case may be, any individual for the time being appointed as a deputy secretary,

of the Modification Panel pursuant to paragraph 3.5;

**“Self-Governance Criteria”**: has the meaning given to "self-governance criteria" in Standard Special Condition A11(24)(a) of the Transporter's Licence;

**“Self-Governance Modification Proposal”**: a Modification Proposal or an alternative to such proposal which:

- (a) the Modification Panel has determined satisfies the Self-Governance Criteria under paragraph 7.2.3(a)(i) (including after any variation of such proposal under paragraph 6.5) and in respect of which the Code Administrator on behalf of the Modification Panel has submitted to the Authority a Self-Governance Statement (which has not been rejected by the Authority by the Self-Governance Modification Proposal Determination Date or withdrawn by the Code Administrator on behalf of the Modification Panel pursuant to paragraph 6.6.6 without having been subsequently reinstated pursuant to paragraph 6.6.7); or
- (b) the Authority has determined satisfies the Self-Governance Criteria under paragraph 6.6.7;

**“Self-Governance Modification Proposal Determination Date”**: the date on which the Modification Panel:

- (a) makes a determination to implement or not to implement a Self-Governance Modification Proposal under paragraph 9.3.10(a);
- (b) for the purpose of paragraph 13.5, decides, under paragraph 13.4(a), to confirm its determination under paragraph 9.3.10(a);

**“Self-Governance Statement”**: has the meaning given to "self-governance statement" in Standard Special Condition A11(24)(a) of the Transporter's Licence and which identifies the Proposed Self-Governance Modification Proposal Determination Date in respect of the relevant proposal;

**“Significant Code Review”**: has the meaning given in Standard Special Condition A11(24)(a);

**“Significant Code Review Modification Proposal”**: a Modification Proposal made by:

- (a) the Authority in respect of a Significant Code Review; or
- (b) a Transporter pursuant to a direction of the Authority which is made further to a Significant Code Review;

**“Significant Code Review Suspended Modification Proposal”**: unless 6.7.3 applies a Modification Proposal in respect of which the application of the Modification Procedures is suspended pursuant to paragraph 6.7.2 until the end of the Significant Code Review Phase;

**“Significant Code Review Phase”**: has the meaning given in Standard Special Condition A11(24)(a);

**“Small Participant”**: means

- (a) any User that can demonstrate to the Code Administrator's reasonable satisfaction that it is resource constrained and therefore in particular need of assistance;
- (b) any other User which the Code Administrator considers to be in particular need of assistance; and
- (c) any other person (or class of person) which the Authority has notified the Code Administrator as being in particular need of assistance,

in relation to the application of these Rules and such person's participation in the Modification Procedures;

**“Suggested Text”**: means indicative legal text, in respect of a Modification Proposal, which has been provided by the Proposer or a Transporter other than legal text which is prepared under paragraph 9.6.1;

**“Terminal Operator”**: a person who is for the time being the operator of a terminal the address of which is specified in the schedule to the Gas Transporters Exemption Order 1996 or any later order of like effect;

**“Terminal Operators' Representative”**: the individual (if any) for the time being appointed by Terminal Operators to the Modification Panel in accordance with these Rules (and not affiliated to a User who has a representative on the Panel);

**“Terms of Reference”**: means those terms of reference in relation to a Modification Proposal referred to a Workgroup by the Modification Panel, pursuant to paragraph 7.2.3(b)(ii), finalised by the Code Administrator under paragraphs 7.5 and 12.9 and as may be amended pursuant to paragraph 12.9.3;

**“Third Party Participant”**: (as required by Standard Special Condition A11(11)(a)(iv)) any person or body who is not a User but who is representative of interested third parties, as may be designated in writing for this purpose by the Authority, from time to time, and maintained on a register held by the Authority;

**“Transporter”**: for the purposes of these Rules, references to a Transporter in the context of an Individual Network Code Modification Proposal includes a Relevant Transporter;

**“Transporters' Representative”**: any individual for the time being appointed (or, as the case may be, re-appointed) by the Transporters as a Member;

**“Unanimously”**: in respect of a meeting of the Modification Panel, a determination made with the agreement of all Voting Members participating in the meeting;

**“Urgent Modification”**: a Modification made pursuant to an Urgent Modification Proposal;

**“Urgent Modification Proposal”**: a Modification Proposal in respect of which it is to be submitted to the Authority that the Modification is required as a matter of urgency as described in Standard Special Condition A11(9)(g);

**“User”**: for the purposes of these Rules, references to a User:

- (a) in the context of an Individual Network Code Modification Proposal, includes
  - (i) a Relevant Shipper;

- (ii) a Trader User;
  - (iii) in the context of the definition of Relevant Transporter, sub paragraph (b), a DNO User; and
- (b) in all other contexts excludes a DNO User;

**“Users' Representative”**: each of those individuals for the time being appointed (or, as the case may be, re-appointed) pursuant to paragraph 4.2.4, re-appointed pursuant to paragraph 4.2.6 or appointed pursuant to paragraph 4.4.2(d);

**“View”**: the view of the Authority referred to in Standard Special Condition A11(9)(e);

**“Voting Member”**: any Transporters' Representative, any Users' Representative, the Independent Gas Transporters' Representative and any Consumers' Representative and shall not include the Panel Chairperson except where the Panel Chairperson exercises a Casting Vote under paragraph 5.8.2;

**“Workgroup”**:

- (a) a group constituted in accordance with paragraph 8.1 (which may include but shall not be limited to Users, Transporters, Independent Gas Transporters, the CDSP, Third Party Participants and Non-Code Parties), chaired by a representative of the Code Administrator and operating in compliance with the Code of Practice, which is convened for the general purposes of consideration and discussion of matters relating to the Uniform Network Code, an Individual Network Code or a Modification Proposal in accordance with its Terms of Reference (which group shall have no power or authority to bind any member of such group);
- (b) the NTS Charging Methodology Forum, in respect of a Modification Proposal which proposes a modification to a NTS Charging Methodology;
- (c) the DN Charging Methodology Forum, in respect of a Modification Proposal which proposes a modification to a NTS Charging Methodology;

**“Workgroup Assessment”**: those provisions of the Modification Procedures set out in paragraph 8 and, as the context may require, any of those provisions; and

**“Workgroup Report”**: the report of a Workgroup in relation to a Modification Proposal referred to it by the Modification Panel prepared pursuant to paragraph 8.3.

## 2.2 References to a Transporter's Licence

The references in these Rules to a Transporter's Licence are for the purposes of interpretation and reference only and no provision in a Transporter's Licence shall (whether in whole or in part) form any part of or otherwise be incorporated howsoever into these Rules.

## 2.3 References to notices

The references in these Rules to a **“Notice”** shall unless the context shall otherwise require be treated as including references to the Agenda of the meeting and to the materials to be considered at the meeting to which the notice relates.

## 2.4 Electronic Publication

Where pursuant to these Rules the Code Administrator or Secretary is required to

send, provide or make available any information to another person, the Code Administrator shall be treated as having satisfied such obligation where the Code Administrator:

- (a) publishes such information on the website [www.gasgovernance.co.uk](http://www.gasgovernance.co.uk); and
- (b) sends confirmation of such publication to the email address of those persons who have provided them to the Code Administrator before the time of such publication.

### **3 THE MODIFICATION PANEL**

#### **3.1 Establishment**

The Modification Panel is established with effect from the UNC Implementation Date.

#### **3.2 Members**

3.2.1 The Modification Panel shall be composed of:

- (a) the Panel Chairperson, being (without prejudice to paragraph 5.8.2) a non-voting Member;
- (b) up to five (5) other Transporters' Representatives, being Voting Members;
- (c) if appointed, up to six (6) Users' Representatives, being Voting Members;
- (d) if appointed, the Ofgem Representative, being a non-voting Member;
- (e) if appointed, the Terminal Operators' Representative, being a non-voting Member;
- (f) if appointed, up to two (2) Consumers' Representative(s), being Voting Members;
- (g) if appointed, the Independent Suppliers' Representative, being a non-voting Member; and
- (h) if appointed, the Independent Gas Transporters' Representative, being a Voting Member

(the persons appointing the Members under paragraphs (b), (c), (f) and (h) being the “**Panel Constituency**” in respect of such Members).

3.2.2 It is expected that each Voting Member shall, as appropriate, represent and inform the Modification Panel of the views of that Member's appointor (or appointors) in relation to Modification Proposals and Requests.

3.2.3 It is expected that the Terminal Operators' Representative and the Independent Suppliers' Representative and Independent Transporters' Representative shall, as appropriate, inform the Modification Panel of the views of those persons which they represent.

#### **3.3 Transporters' Representatives**

The Transporters shall appoint (and as the case may be re-appoint) up to five (5) representatives to the Modification Panel.

### **3.4 Users' Representatives**

The Designated Person shall have the right to appoint (and as may be the case re-appoint) on behalf of Users up to six (6) Users' Representatives.

### **3.5 Secretary**

3.5.1 The Code Administrator shall, from time to time, appoint an individual (being an individual other than a Member) as the Secretary (and may remove and replace any individual so appointed). The Code Administrator may, from time to time, appoint (and may revoke the appointment of) any individual (being an individual other than a Member) as deputy Secretary.

3.5.2 The Secretary or, as the case may be, deputy Secretary (if any), shall attend meetings of the Modification Panel, and any deputy Secretary may attend any meeting of the Modification Panel at which the Secretary is also in attendance.

### **3.6 The Panel Chairperson**

The Transporters shall appoint by notice to the Secretary (and as the case may be, remove and reappoint):

where such appointment or reappointment has been approved by the Authority, one (1) person, from time to time, as the Panel Chairperson; and

one (1) person, from time to time, as the deputy Panel Chairperson.

### **3.7 Notice of Changes**

The Secretary shall notify the Authority of any changes in the composition of the Modification Panel.

### **3.8 Consumers' Representatives**

The Consumers' Representative appointed by:

- (a) Citizens Advice or Citizens Advice Scotland to be a Voting Member shall be an individual who is an employee, representative, officer or contractor of the Citizens Advice or Citizens Advice Scotland;
- (b) the Authority to be a Voting Member, shall be an individual, or an employee, representative or officer of a corporate entity or other organisation (other than the Authority);

and the Modification Panel may ask the Consumers' representative to provide evidence that such is the case (and in the event such is not the case the Consumers' Representative shall not be a Voting Member).

## **4 MEMBERSHIP OF THE MODIFICATION PANEL**

### **4.1 Appointment**

4.1.1 The Authority may, from time to time, by notice to the Secretary identify any individual to be appointed (and revoke that appointment) as the **“Ofgem Representative”**.

- 4.1.2 The Terminal Operators may, from time to time, by notice to the Secretary signed by all the Terminal Operators, unanimously identify any individual to be appointed (and revoke that appointment) as the **“Terminal Operators' Representative”**.
- 4.1.3 Citizens Advice or Citizens Advice Scotland and the Authority may, from time to time, by notice to the Secretary identify one (1) individual to be appointed by the Authority and one (1) by Citizens Advice or Citizens Advice Scotland (and revoke any such appointment) as a **“Consumers' Representative”**.
- 4.1.4 The Designated Person may, from time to time, by notice to the Secretary, appoint (and revoke that appointment) an individual as the **“Suppliers Representative”**.
- 4.1.5 The Independent Networks Association may, from time to time by notice to the Secretary, appoint (and revoke that appointment) an individual as the **“Independent Transporter's Representative”**.
- 4.1.6 Each Voting Member shall be appointed for a two (2) year period commencing on 1 October (in alternate Gas Years) and ending with effect from the second anniversary of such date (**“Appointment Period”**).
- 4.1.7 Each Voting Member shall prior to attending their first meeting of the Modification Panel confirm by notice to the Secretary (in such form as the Secretary may reasonably request) the Voting Member does not hold a Conflicting Appointment, and until such time as the Voting Member has submitted such notice the Voting Member shall not be entitled to attend a meeting of the Modification Panel or exercise any voting rights.

## 4.2 Retirement

- 4.2.1 Each Voting Member shall retire at end of their Appointment Period. Each retiring Member shall be eligible for re-appointment.
- 4.2.2 Any Voting Member who is, pursuant to paragraph 4.2.1, to retire and who is not to be re-appointed (and consequently in respect of whom no notice shall have been received pursuant to paragraphs 4.2.3 or paragraph 4.2.4) shall not be entitled to receive notice of any meeting of the Modification Panel which is to take place after the end of their Appointment Period.
- 4.2.3 In respect of each individual who is a Transporters' Representative, the Transporters shall, not later than 1st September in the Gas Year preceding the Gas Year in respect of which the Transporters' Representative's Appointment Period commences, notify the Secretary:
- (a) that such individual is to be re-appointed as a Transporters' Representative; or
  - (b) that such individual is not to be so re-appointed and the identity of the individual to be appointed as a Transporters' Representative.
- 4.2.4 In respect of each individual who is a Users' Representative, the Designated Person may, not later than 1st September in the Gas Year in preceding the Gas Year in respect of which the Users' Representative's Period of Appointment Period commences, notify the Secretary (copying the notice to the Authority):
- (a) that such individual is to be re-appointed as a Users' Representative; or

- (b) that such individual is not to be so re-appointed at the relevant meeting and the identity of the individual to be appointed as a Users' Representative.
- 4.2.5 If notices shall be received in accordance with paragraph 4.2.4 in respect of less than six (6) individuals to be appointed (or, as the case may be, re-appointed) as Users' Representatives all individuals identified in such notices shall, pursuant to paragraph 4.2.4 be appointed (or, as the case may be, re-appointed) and the individuals who are, pursuant to paragraph 4.2.1, to retire and in respect of whom no notice shall have been received pursuant to paragraph 4.2.4(a), shall retire at the end of their Appointment Period.
- 4.2.6 If less than six (6) individuals are appointed (or, as the case may be, re-appointed) as Users' Representatives the Designated Person may at any time during the Appointment Period by notice to the Secretary nominate any individual to act as an additional Users' Representative.
- 4.2.7 In respect of the individual who is the Independent Gas Transporters' Representative, the Independent Networks Association may, no later than 1<sup>st</sup> September in the Gas Year preceding the Gas Year in respect of which the Independent Transporters Representative's Appointment Period commences, notify the Secretary (copying the notice to the Authority):
- (a) that such individual is to be re-appointed as the Independent Gas Transporters' Representative; or
  - (b) that such individual is not to be so re-appointed at the relevant meeting and the identity of the individual to be appointed as the Independent Gas Transporters' Representative.
- 4.2.8 If no notice is received by the Secretary in accordance with paragraphs 4.2.3, 4.2.4 or 4.2.7 then the Secretary shall be treated as having received notice pursuant to paragraph 4.2.3(a), 4.2.4(a) or 4.2.7(a) in respect of each Transporters' Representative, Users' Representative or Independent Gas Transporters' Representative.

### **4.3 Appointment and re-appointment**

- 4.3.1 Where any notice is received pursuant to paragraphs 4.1.1, 4.1.2, 4.2.3, 4.2.4 or 4.2.7, the appointment or, as the case may be, the re-appointment to which such notice relates shall have effect from the 1 October specified in such notice. Each individual who is to be appointed or, as the case may be, re-appointed as a Member at that meeting shall be entitled to receive notice of any meeting of the Modification Panel which is to take place after the commencement of their Appointment Period.
- 4.3.2 Where any notice is received by the Secretary pursuant to paragraphs 4.1.3, 4.1.4, 4.1.5, 4.2.6 or 4.4.2, the appointment to which such notice relates shall take effect in accordance with such notice.

### **4.4 Ceasing to be a Member**

- 4.4.1 A Member shall, other than by way of retirement pursuant to paragraph 4.2.1, cease to be a Member where:
- (a) the Member notifies the Secretary that they wish to cease to be a Member;

- (b) in the case of a Voting Member:
  - (i) the Member is absent from three (3) consecutive monthly meetings (convened in accordance with paragraph 5.2.1) of the Modification Panel;
  - (ii) the Member notifies the Panel Chairperson that they holds (or will hold) a Conflicting Appointment in accordance with paragraph 4.4.5;
  - (iii) the Panel Chairperson determines the Member hold (or will hold) a Conflicting Appointment in accordance with paragraph 4.4.6

and the Secretary shall notify the other Members and each such relevant persons as the Secretary determines, on receipt of a notice under paragraph (a) or on the occurrence of any of the circumstances referred to in paragraph (b).

4.4.2 Where pursuant to paragraph 4.4.1 or otherwise a vacancy shall arise, in the case of:

- (a) a Transporters' Representative, the Transporters shall, by notice to the Secretary, identify another individual to be appointed as a Transporters' Representative;
- (b) the Ofgem Representative, the Authority may identify another individual to be appointed as the Ofgem Representative;
- (c) the Terminal Operators' Representative, the Terminal Operators may identify another individual to be appointed as the Terminal Operators' Representative;
- (d) a Users' Representative, the Designated Person may notify the Secretary of the identity of a replacement to be appointed as a Users' Representative;
- (e) a Consumers' Representative:
  - (i) where appointed by the Citizens Advice or Citizens Advice Scotland, Citizens Advice or Citizens Advice Scotland may, by notice to the Secretary, identify another individual to be appointed Citizens Advice or Citizens Advice Scotland appointed Consumers' Representative;
  - (ii) where appointed by the Authority, the Authority may, by notice to the Secretary, identify another individual to be appointed as the Authority's appointed Consumers' Representative;
- (f) the Independent Suppliers' Representative, the Designated Person may, by notice to the Secretary, identify another individual to be appointed as the Independent Suppliers's Representative; and
- (g) the Independent Gas Transporters' Representative, the Independent Networks Association may, by notice to the Secretary, identify another individual to be appointed as the Independent Gas Transporters' Representative.

4.4.3 No notice under paragraph 4.4.2 may effect an appointment after 30th September in the Gas Year in which the notice is given or (where paragraph



- 4.4.1 applies) before the relevant retirement pursuant to the notice under that paragraph.
- 4.4.4 An individual shall cease to be a Users' Representative in accordance with any notice to that effect given by the Designated Person to the Secretary.
- 4.4.5 For the purposes of paragraph 4.4.1(b)(ii) a Voting Member or its alternate holds a **“Conflicting Appointment”** where the Voting Member or alternate is employed or engaged by, or represents in any capacity, an organisation (or other body affiliated to or representing such organisation) which is represented by another Voting Member representing a different Panel Constituency; and where a Voting Member or an alternate holds (or will hold) a Conflicting Appointment the Voting Member or alternate shall promptly notify the Panel Chairperson and the Secretary, and the Secretary shall notify the other Members and such other relevant persons as the Secretary determines, and the Voting Member or alternate shall cease to be a Member or an alternate with immediate effect.
- 4.4.6 Where a Member has bona fide grounds for believing a Voting Member or its alternate holds (or will hold) a Conflicting Appointment the Member may notify the Panel Chairperson, and the Panel Chairperson may investigate the matter; and where the Panel Chairperson determines (that in its reasonable opinion) the Voting Member or alternate holds (or will hold) a Conflicting Appointment the Secretary shall notify the Voting Member or the alternate, the other Members and such other relevant persons as the Secretary determines) and the Voting Member or the alternate shall cease to be a Member or an alternate with immediate effect.
- 4.4.7 For the purposes of an investigation in accordance with paragraph 4.4.6 the Panel Chairperson may engage a suitably qualified third party to assist with the investigation.
- 4.4.8 Where a Voting Member or an alternate ceases to be a Member in accordance with paragraph 4.4.6 or 4.4.7 the relevant individual may not:
- (a) act as a Member or as an alternate until such time as there is no longer a Conflicting Appointment;
  - (b) be appointed to fill the vacancy arising as a result of the Voting Member or alternate ceasing to be a Voting Member or alternate.

## 4.5 Alternates

- 4.5.1 Each Voting member shall, and each other Member may, appoint an individual (including another Member other than the Panel Chairperson) to be the Member's alternate; provided that each Voting Member shall be required to appoint two (2) alternates.
- 4.5.2 The appointment (and revocation of the appointment) of an alternate shall be conditional upon and shall only be effective upon:
- (a) in respect of an appointment receipt of notice by the Secretary (in such form as the Secretary may reasonably request):
    - (i) from the Member identifying the individual to be appointed as the alternate; and
    - (ii) from the alternate to confirm a willingness to act as the Member's alternate and (in the case of an alternate to a

Voting Member) to confirm the alternate does not hold a Conflicting Appointment;

- (b) in respect of a revocation of appointment receipt of notice by the Secretary (in such form as the Secretary may reasonably request):
  - (i) of the Member's notice of revocation of the alternate's appointment; or
  - (ii) from the alternate's confirming they no longer wish to act as an alternate.
- 4.5.3 A Member who is, by reason of also being an alternate of a Voting Member, entitled to exercise more than one (1) vote shall not be required to exercise all the votes which that Member is entitled to exercise, or to exercise all of the votes which that Member is entitled to exercise in the same way.
- 4.5.4 In addition to notices sent to Members, each alternate for the time being shall be entitled to be sent notices.
- 4.5.5 An alternate may attend any meeting of the Modification Panel which is not also attended by the Member (in their capacity as a Member) who appointed them. If that alternate is the alternate of a Voting Member, they may also vote and generally at any such meeting shall have and shall be able to exercise and discharge any and all of the functions, powers and duties of the Member who shall have appointed that alternate; provided in the event both alternates of a Voting Member attend only the first to attend the meeting shall be able to vote, and the alternate second to attend shall have observer status only. Alternates of Voting Members may sign written resolutions pursuant to paragraph 5.9, provided that if an alternate of a Voting Member and the Voting Member who appointed them shall sign a written resolution the signature of the Voting Member shall be effective and the signature of the alternate shall be disregarded.
- 4.5.6 If a Member ceases, for whatever reason, to be a Member the appointment of any alternate of the Member shall lapse with immediate effect; provided that if any Member retires but is reappointed any appointment made by that Member pursuant to paragraph 4.5.1 which is, and continues to be, effective prior to the retirement of that Member shall continue to be effective after that Member's re-appointment.
- 4.5.7 Where an alternate to a Voting Member ceases to be an alternate in accordance with paragraph 4.4.5 or 4.4.6, notifies the Voting Member that they no longer wish to be an alternate or has their appointment revoked, the Voting Member shall appoint a replacement alternate as soon as reasonably practicable.

## **5 MEETINGS OF THE MODIFICATION PANEL**

### **5.1 Purpose**

- 5.1.1 Meetings of the Modification Panel will provide a forum in which Modification Proposals and Requests can be discussed pursuant to and in accordance with the Modification Procedures and the Request Procedures. Those functions of the Modification Panel expressly provided in these Rules relating to the Modification Procedures and the Request Procedures shall be discharged in accordance with these Rules.

- 5.1.2 Except as otherwise permitted in these Rules:
- (a) determinations of the Modification Panel shall be made by Panel Majority; and
  - (b) Workgroups (other than a NTS Charging Methodology Forum and a DN Charging Methodology Forum) may be created or dissolved by Panel Majority.
- 5.1.3 Other than as expressly provided in these Rules, the Modification Panel shall have no ability to determine any matter and no competence to discharge any function or to exercise any power.

## **5.2 Frequency of meetings**

- 5.2.1 Subject to paragraphs 5.4.1, 5.4.2 and 10, the Secretary shall convene meetings of the Modification Panel by notice to the Members not less frequently than once each month unless there is no matter as an Agenda item for the Modification Panel to discuss. In any event, a meeting of the Modification Panel will be convened once every three calendar months.

## **5.3 Notice convening meetings**

- 5.3.1 Subject to paragraphs 5.4.1, 5.4.2 and 10, meetings of the Modification Panel will be convened on not less than ten (10) Business Days' notice.
- 5.3.2 Every notice convening a meeting of the Modification Panel shall specify the place, day and time of the meeting and enclose an Agenda. All relevant materials in respect of a meeting of the Modification Panel will be circulated not less than five (5) Business Days prior to the meeting to which they relate, subject to paragraph 10 or paragraph 5.3.3 where in the opinion of the Secretary a shorter period would better facilitate the exercise by the Modification Panel of its powers, within such shorter period as the Secretary shall determine. Each Member shall (subject to paragraph 12.6.7) be entitled to receive each notice and the relevant materials. At the same time as any notice is despatched to Members a copy of such notice shall (subject to paragraph 12.6.7) be despatched by the Secretary to each User, each Transporter and each Independent Gas Transporter and the CDSP. There may be circumstances where materials to be despatched with a notice have, pursuant to these Rules, already been sent to Users, Transporters or Independent Gas Transporters. In any such circumstance the relevant materials may be, but do not have to be, sent with the notice.
- 5.3.3 Notwithstanding where the Secretary has determined a shorter period to circulate the relevant materials in respect of a meeting of the Modification Panel pursuant to paragraph 5.3.2, no new items to the Agenda shall be considered except by determination of the Modification Panel.

## **5.4 Short Notice**

- 5.4.1 The Modification Panel may at any meeting of the Modification Panel determine that the next following meeting of the Modification Panel be convened on shorter notice than specified in paragraph 5.3.1 and where the Modification Panel shall so determine the Secretary shall convene a meeting of the Modification Panel in accordance with that determination.

- 5.4.2 Without prejudice to paragraph 5.4.1, if a majority of the Voting Members agree in writing the Secretary shall convene a meeting of the Modification Panel on shorter notice than specified in paragraph 5.3.1.
- 5.4.3 Any meeting of the Modification Panel convened pursuant to paragraph 5.4.1 or paragraph 5.4.2 shall, notwithstanding that such meeting is convened on shorter notice than that specified in paragraph 5.3.1, be duly convened.

## **5.5 Quorum**

- 5.5.1 Members (of whom two (2) shall be Transporters' Representatives and two (2) shall be Users' Representatives (excluding the Panel Chairperson)) present at a meeting of the Modification Panel who can exercise six (6) votes shall be a quorum.
- 5.5.2 If a quorum is not present at the time for the holding of a meeting (specified in the notice convening the meeting) or at any time during the hour following that time or shall at any time during the meeting cease to be present for more than fifteen (15) minutes, the meeting shall stand adjourned to the same place and at the time specified in the notice convening the meeting five (5) Business Days later and the Secretary shall notify each Member and (for information purposes only) each User, each Transporter and each Independent Gas Transporter that such is the case. If at such place and time the meeting so adjourned shall not be quorate in accordance with paragraph 5.5.1 the Voting Members (if any) present shall be a quorum.
- 5.5.3 Any meeting of the Modification Panel at which a quorum is and remains present shall be competent to discharge any and all of the functions within the competence of the Modification Panel.

## **5.6 Panel Chairperson**

- 5.6.1 The Panel Chairperson or, in the absence of the Panel Chairperson, the deputy Panel Chairperson, shall preside at meetings of the Modification Panel.
- 5.6.2 The Panel Chairperson shall conduct all meetings of the Modification Panel in compliance with the Code of Practice.

## **5.7 Location and form of meetings**

- 5.7.1 Unless the Modification Panel shall in respect of any meeting of the Modification Panel otherwise determine, meetings of the Modification Panel will take place in a location in Great Britain specified by the Code Administrator. The Code Administrator shall, wherever practical, provide not less than three months notice of the location of any meeting of the Modification Panel.
- 5.7.2 Meetings of the Modification Panel may take place by means of telephone, conference telephone, video link or any other audio, audio-visual or interactive communication notwithstanding that the Members treated as being present (pursuant to paragraph 5.7.3) by any such means of communication may not all be meeting in the same place provided that each Member shall be able to communicate to each of the other Members and be heard by each of the other Members simultaneously.
- 5.7.3 Any Member who shall be able to participate in the manner envisaged by

paragraph 5.7.2 in any meeting of the Modification Panel shall be treated as being present at such meeting and accordingly shall, if such Member is a voting Member, be entitled to vote and shall count towards a quorum.

## **5.8 Voting**

- 5.8.1 Subject to paragraph 5.9, the discharge of all of the functions within the competence of the Modification Panel and expressed to require a determination of the Modification Panel shall be determined by a vote conducted on a show of hands or, if the meeting takes place pursuant to paragraph 5.7.2, on a show of hands or such other demonstration of affirmation or consent as may be appropriate. On any vote each Voting Member present shall (subject to paragraphs 3.8, 4.5.2 and 4.5.4) be entitled to exercise one (1) vote.
- 5.8.2 The Panel Chairperson may exercise a Casting Vote, where on a vote conducted under paragraph 5.8.1, there is an equal number of votes in favour of and against making a determination.

## **5.9 Written resolutions**

A resolution in writing signed by Voting Members, including any alternates appointed by such Members in accordance with paragraph 4.5, shall be valid and effective for the purposes of discharging any function requiring a determination of the Modification Panel as if such vote were conducted in accordance with paragraph 5.8 at a duly convened meeting of the Modification Panel provided that votes are received by the Secretary from such Members as would, if present, form a quorum in accordance with paragraph 5.5 not later than three (3) Business Days (or such shorter period as the Secretary may reasonably notify) following receipt by Voting Members of such documents as are necessary for the purposes of such written resolution. Such determinations may consist of several documents in the same form each such document being signed by one (1) (or more) of the Voting Members or alternates. The Secretary shall, where reasonably practicable, notify Members in advance that such vote will take place and shall send copies of any such written resolutions to all non-voting Members, all Users, all Transporters and all Independent Gas Transporters.

## **5.10 Observers and Invitees**

- 5.10.1 Any individual (who is not a Member) may attend a meeting of the Modification Panel as an observer on behalf of a User, Transporter, Independent Gas Transporter, the CDSP or a Non-Code Party and may participate in the business of the meeting unless the Panel Chairperson determines otherwise.
- 5.10.2 The Modification Panel may, from time to time, determine to invite any individual to attend all or part of a meeting of the Modification Panel.
- 5.10.3 The Secretary may, at the written request of the Authority, invite any individual to a meeting or meetings of the Modification Panel as an observer. Where such an invitation is made, the Secretary shall give as much notice as reasonably practicable to Members of the Modification Panel of the name of the individual invited, the organisation that the individual represents and the date of the relevant meeting(s). Where the Authority requests the Secretary to invite any individual, the Secretary shall set out in writing to the Authority details of any objections that the Transporters, Independent Gas Transporters

or Users may have to such attendance.

- 5.10.4 Any invitee to a meeting of the Modification Panel pursuant to paragraph 5.10.3 shall be entitled to receive copies of any relevant minutes, Agendas, notices and Modification Proposals due to be discussed at that meeting (but shall not be entitled to participate in the business of the meeting).

## **5.11 Minutes**

5.11.1 The Secretary shall:

- (a) ensure that all meetings of the Modification Panel and all determinations of the Modification Panel (at meetings of the Modification Panel) are minuted and, as regards such determinations, that the minutes record the manner in which each Voting Member cast their vote in respect of each matter determined by the Modification Panel); and
- (b) issue a report of determinations of the Modification Panel to each Member, each Transporter, each Independent Gas Transporter and each User within three (3) Business Days of the meeting of the Modification Panel at which such determinations were made.

5.11.2 The Secretary shall, within five (5) Business Days following the date of the relevant meeting, send each Member, each Transporter, each Independent Gas Transporter and each User:

- (a) a copy of any minutes of that meeting made pursuant to paragraph 5.11.1; and
- (b) notification of any determination made pursuant to paragraph 7.4.

5.11.3 The Secretary shall in respect of each meeting of the Modification Panel make a record of the individuals who attended the meeting and show such record in the minutes prepared in accordance with the paragraph 5.11.2.

## **5.12 Provision of information**

5.12.1 The Modification Panel may, from time to time, determine to provide (subject to paragraph 12.6.7) to any person a document derived from the application of these Rules (including, but without limitation, any minutes made pursuant to paragraph 5.11.1), or considered in accordance with these Rules.

5.12.2 If the Modification Panel shall so determine the Secretary shall ensure that within a reasonable period of time the document which is the subject of such determination shall be sent to such person.

## **6 MODIFICATION PROPOSALS**

### **6.1 Relevant persons**

6.1.1 Without prejudice to paragraph 6.4 or paragraph 12.4 and subject to paragraph 6.1.5, a Modification Proposal in respect of the Uniform Network Code may be made from time to time by:

- (a) a Transporter;
- (b) a User;

- (c) a Third Party Participant, only insofar as such Modification Proposal relates to a proposal to modify Annex V-1 (“Table of Operational and Market Data”) in the Uniform Network Code;
  - (d) a Materially Affected Party (but only in respect of a Modification Proposal which proposes a modification to a NTS Charging Methodology or a DN Charging Methodology);
  - (e) an Independent Gas Transporter;
  - (f) the Authority, where such Modification Proposal is either:
    - (i) one which the Authority reasonably considers is necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators; or
    - (ii) a Significant Code Review Modification Proposal.
  - (g) the CDSP (but only in respect of a Modification Proposal made to authorise the amendment of the DSC, and only where the CDSP considers that an amendment of the DSC is appropriate for the fulfillment of the DSC Objectives or is necessary to allow the CDSP to comply with a Legal Requirement); and
  - (h) those persons specified in paragraph 15.6.
- 6.1.2 Without prejudice to paragraph 6.4 or paragraph 12.4, and subject to paragraph 6.1.6, a Modification Proposal in respect of an Individual Network Code may be made from time to time by:
- (a) a Relevant Transporter;
  - (b) any Relevant Shipper;
  - (c) a Materially Affected Party (but only in respect of a Modification Proposal which proposes a modification to a NTS Charging Methodology or a DN Charging Methodology); and/or
  - (d) an Independent Gas Transporter in relation to National Gas Transmission’s Individual Network Code;
  - (e) the Authority where such Modification Proposal is either:
    - (i) one which the Authority reasonably considers is necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators); or
    - (ii) a Significant Code Review Modification Proposal.
- 6.1.3 The Authority may direct a Transporter to make a Significant Code Review Modification Proposal in respect of the Uniform Network Code and/or the Individual Network Code and without prejudice to paragraph 6.4 or paragraph 12.4, the Transporter shall make a proposal in accordance with that direction and such a proposal shall proceed in accordance with the Modification Procedures.
- 6.1.4 Without prejudice to the generality of paragraph 6.1.2(d)(ii), where the Authority has either issued:

- (a) a statement (that it will continue work on a Significant Code Review) in accordance with Standard Special Condition A11(15C)(bb) of the Transporter's Licence; or
- (b) a direction (a backstop direction) in accordance with Standard Special Condition A11(15CD) of the Transporter's Licence,

the Authority may make a Significant Code Review Modification Proposal.

6.1.5 If:

- (a) the Code Administrator in respect of any Modification Proposal considers that such Modification Proposal should be treated as an Urgent Modification Proposal; or
- (b) the Proposer shall in accordance with paragraph 6.2.1(e) have identified the proposal as one which the Proposer considers should be treated as an Urgent Modification Proposal,

that Modification Proposal shall be subject to paragraph 10.

6.1.6 A Transporter, a User, a Third Party Participant, a Materially Affected Party or an Independent Gas Transporter may not make a Modification Proposal in respect of the Uniform Network Code during the relevant Significant Code Review Phase if the subject matter of such proposal relates to a matter which is the subject of a Significant Code Review, unless:

- (a) the Authority directs that it may do so, having taken into account, among other things, the urgency of the subject matter of such proposal; or
- (b) the Modification is made by the Transporter in accordance with Standard Special Condition A11(15A)(b).

6.1.7 A Relevant Transporter, a Relevant Shipper, a Materially Affected Party or an Independent Gas Transporter may not make a Modification Proposal in respect of an Individual Network Code during the relevant Significant Code Review Phase if the subject matter of such proposal relates to a matter which is the subject of a Significant Code Review unless:

- (a) the Authority directs that it may do so, having taken into account, among other things, the urgency of the subject matter of such proposal; or
- (b) the Modification is made by the Transporter in accordance with Standard Special Condition A11(15A)(b).

## 6.2 Content of Modification Proposal

6.2.1 Each Modification Proposal made pursuant to paragraphs 6.1.1 or 6.1.2 shall set out the information and be in the form specified in the Code of Practice and:

- (a) in the case of a Modification Proposal which proposes a modification to a NTS Charging Methodology, shall state the Proposer's opinion why the Modification Proposal does not conflict with:
  - (i) paragraphs 8, 9, 10 and 11 of Standard Condition 4B of the Transporter's Licence; or
  - (ii) paragraphs 2, 2A and 3 of Standard Special Condition A4 of



the Transporter's Licence;

- (b) in the case of a Modification Proposal which proposes a modification to a DN Charging Methodology, shall state the Proposer's opinion why the Modification Proposal does not conflict with paragraphs 2, 2A and 3 of Standard Special Condition A4 of the Transporter's Licence;
- (c) shall state the Proposer's view as to
  - (i) whether it should be a Self-Governance Modification Proposal and the Proposer's reasons for such a view;
  - (ii) shall state the Proposer's view as to whether, if the Proposer's view is that it should be a Self-Governance Modification, it satisfies the Fast Track Self-Governance Criteria and the Proposer's reasons for such a view;
- (d) shall where it is made pursuant to a direction of the Authority state that it is so made;
- (e) in the case of a Modification which proposes a timescale for the implementation of the Modification (for the purposes of enabling the Authority and any persons, including but not limited to Users, Transporters, Independent Gas Transporters, Third Party Participants and Non Code Parties to be aware of the potential benefits or constraints associated with such timing), except in the case where the Authority has directed a timetable in accordance with paragraph 12.5.2 and/or 12.5.3, where only one Fixed Implementation Date may be included, shall include:
  - (i) two or more Fixed Implementation Dates;
  - (ii) a Proposed Authority Decision Date in respect of each Fixed Implementation Date, for the purposes of enabling the Modification to be implemented by the Fixed Implementation Date;
  - (iii) a Backstop Lead Time;
  - (iv) the reasons why it is proposing each date under paragraph (i), (ii) and (iii).
- (f) shall be in writing and shall specify whether it relates to the Uniform Network Code or an Individual Network Code;
- (g) shall set out in reasonable but not excessive detail the case for change and the solution proposed;
- (h) shall set out on the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives;
- (i) shall detail the sections and paragraphs of the Uniform Network Code or the Individual Network Code which are potentially impacted by the Modification Proposal;
- (j) shall, if the Proposer considers that the Modification Proposal should be treated as an Urgent Modification Proposal, identify the Modification Proposal as such and indicate the Proposer's justification for such belief;
- (k) shall, where it is made by a Transporter pursuant to Standard Special Condition A11(14), state it is so made;

- (l) shall state the name of the Proposing User and contact details;
  - (m) shall, without prejudice to the Modification Panel’s right of determination pursuant to paragraph 7.2, state the Proposer’s preference as to whether the Modification Proposal should;
    - (i) be subject to the Request Procedures;
    - (ii) proceed to Workgroup Assessment; or
    - (iii) proceed to Consultation; or
    - (iv) where paragraph 6.2.1(c)(ii) or 6.2.1(q) applies, be implemented;
  - (n) may state the Proposer’s opinion of the likely impact of the implementation of the Modification Proposal upon User’s computer systems and/or manual processes and procedures;
  - (o) may include the Proposer’s Suggested Text. This Suggested Text will be considered by the Transporters when preparing the text of the Modification pursuant to paragraph 9.6;
  - (p) where it is an Significant Code Review Modification Proposal made by the Authority:
    - (i) shall state that it is such and whether it is being made in the circumstances specified at paragraph 6.1.4; and
    - (ii) shall, where it is being made in such circumstances, include the legal text of the proposed Modification;
  - (q) shall state whether the Modification Proposal is a Cross-Code Change, and whether the Modification Proposal is the principal change proposal or a subsidiary change proposal (and where the Modification Proposal is a subsidiary change proposal, the Energy Code in respect of which the principal change proposal relates);
  - (r) shall have regard to the Modification Proposal Guidelines Document which may be amended only by a determination of the Modification Panel in accordance with paragraph 5.1.2(a); and
  - (s) may state, in relation to a Modification Proposal which relates to the performance assurance requirements in TPD Section V16, whether or not the Modification Proposal is supported by the Performance Assurance Committee.
- 6.2.2 Each Modification Proposal shall be given to the Secretary who shall ensure that the information required pursuant to the Code of Practice has been provided, and the form of the Modification is as specified in the Code of Practice, before accepting such Modification Proposal.
- 6.2.3 Where a Modification Proposal, does not comply with paragraph 6.2.2 the Secretary may reject such Modification Proposal.
- 6.2.4 Where the Proposer requests that the Modification Proposal should proceed direct to Consultation then the Proposer shall ensure that the Modification Proposal contains all the information required by a Workgroup Report in accordance with paragraph 8.3, except where such information is not relevant to the Modification Proposal.
- 6.2.5 Where in the opinion of the Proposer, the impact (if any) of the Modification

proposed in a Modification Proposal on Greenhouse Gas Emissions is likely to be material, the Proposer shall assess the quantifiable impact of such Modification (if any) on Greenhouse Gas Emissions (in accordance with Carbon Costs Guidance) for the purposes of information to be submitted in respect of the Modification Proposal as required by the Code of Practice.

### **6.3 Proposer's representative**

- 6.3.1 Subject to paragraph 10, each Proposer or party making a Request (as the case may be) shall ensure the attendance of its representative at the meeting of the Modification Panel at which a Modification Proposal or Request is to be discussed initially; at such meeting the representative may give a presentation in respect of the Modification Proposal or Request and shall endeavour to answer any questions which the Modification Panel may have in respect of the Modification Proposal or Request and any presentation given.
- 6.3.2 If a representative of the Proposer or party making a Request does not for whatever reason attend the meeting of the Modification Panel at which the relevant Modification Proposal or Request is to be discussed initially the Modification Panel may determine that, notwithstanding such non-attendance of the representative, the Modification Panel shall proceed to discuss the Modification Proposal or Request.
- 6.3.3 If the Modification Panel shall not make a determination pursuant to paragraph 6.3.2, the Modification Panel will not discuss the Modification Proposal or Request further unless and until the representative of the Proposer or party making a Request shall have attended a meeting of the Modification Panel pursuant to paragraph 6.3.1 or the Modification Panel shall determine to discuss the Modification Proposal or Request further.

### **6.4 Alternative Proposals**

- 6.4.1 In respect of a Modification Proposal which the Modification Panel pursuant to paragraph 7.2.3 has determined should be referred to a Workgroup:
- (a) where the Modification Proposal is made in respect of the Uniform Network Code, any person who is eligible to make an alternative Modification Proposal under paragraph 6.1.1;
  - (b) where the Modification Proposal is made in respect of an Individual Network Code, any person who is eligible to make an alternative Modification Proposal under paragraph 6.1.2;
- being a person other than the Proposer, may, subject to paragraph 6.4.5, make an alternative Modification Proposal in accordance with paragraph 6.2 and the Workgroup shall only consider an alternative Modification Proposal made under this paragraph 6.4.1 if it is made no less than five (5) Business Days before the next meeting of the Workgroup. Where there are fewer than five (5) Business Days before such Workgroup meeting the alternative Modification Proposal will be included on the agenda for the following Workgroup meeting.
- 6.4.2 Where a Modification Proposal has been referred to a Workgroup and the Workgroup requests that the Modification Proposal should be amended but the Proposer of the Modification Proposal does not agree to amend the Modification Proposal, any person (other than the Proposer) who is eligible to

make an alternative Modification Proposal under paragraph 6.4.1 may, in accordance with paragraph 6.2, make an alternative Modification Proposal under this paragraph 6.4.2 which shall include the amendment.

6.4.3 Where the Modification Panel has determined a Modification Proposal should be referred to a Workgroup and:

- (a) the Workgroup Report in respect of such Modification Proposal has been sent to all Members in accordance with paragraph 8.4; or
- (b) the Modification Panel has made a determination to refer the Workgroup Report in respect of such Modification Proposal back to the Workgroup for revision or further work under paragraph 8.5.1(b)(ii) and such Workgroup Report has been sent to all Members in accordance with paragraph 8.4 after such revision or further work;

an alternative Modification Proposal shall not be made in respect of Modification Proposal or be considered by the Workgroup under paragraph 6.4.1.

6.4.4 Where the Modification Panel has determined a Modification Proposal should be referred to a Workgroup under paragraph 7.2.3(b)(ii) and the Workgroup Report in respect of such Modification Proposal has been sent to the Modification Panel an alternative Modification Proposal shall not be made in respect of such Modification Proposal or be considered by the Workgroup under paragraph 6.4.1.

6.4.5 An alternative Modification Proposal may not be made:

- (a) in respect of a Modification Proposal after the Modification Panel pursuant to paragraph 7.2.3(b) has determined such Modification Proposal should proceed to Consultation;
- (b) where the Authority directs a Transporter in writing that an alternative Modification Proposal shall not be made in respect of a Modification Proposal; or
- (c) by the Authority, unless such alternative Modification Proposal is either:
  - (i) one which the Authority reasonably considers is necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators; or
  - (ii) in respect of a Significant Code Review.

In case of paragraph (b), the Transporter shall notify the Secretary about the direction as soon as reasonably practicable after it has been received by the Transporter, and the Modification Panel shall ensure that a Modification Proposal will not be considered as an alternative Modification Proposal to the relevant Modification Proposal.

6.4.6 In respect of any Modification Proposal which is withdrawn pursuant to paragraph 6.5.1, or deemed withdrawn pursuant to paragraph 6.5.4 or 6.5.6, any of the parties (except for the Proposer):

- (a) in paragraph 6.1.1 (where such proposal is made pursuant to paragraph 6.1.1); or

- (b) in paragraph 6.1.2 (where such proposal is made pursuant to paragraph 6.1.2),

may, but shall not be required to, either raise an alternative Modification Proposal in accordance with paragraph 6.2) or adopt the withdrawn proposal (in which case the adopted proposal shall continue through the Modification Procedures from the point at which it was withdrawn).

## **6.5 Withdrawal or variation of Modification Proposals**

6.5.1 A Proposer may:

- (a) subject to paragraph 6.5.7, withdraw a Modification Proposal, at any time before the final Modification Report is circulated to the Authority pursuant to paragraph 9.3.4 or in respect of a Self-Governance Modification Proposal at any time before the Modification Panel makes a determination under paragraph 9.3.10(a), by notice to the Secretary, and subject to paragraphs 6.4 and 12.4, any Modification Proposal so withdrawn shall lapse; or
- (b) subject to paragraph 6.5.7, vary a Modification Proposal, at any time before the Modification Panel has determined to proceed to Consultation pursuant to paragraph 7.2.3(b)(i), by notice to the Secretary, and subject to paragraph 6.4, and to paragraph 12.4, any Modification Proposal so varied shall replace the original Proposal;
- (c) subject to paragraphs 6.4, 6.5.7, 6.5.8 and 12.4, request a variation to a Modification Proposal ("variation request"), at any time after the Modification Panel has determined to proceed to Consultation pursuant to paragraph 7.2.3(b)(i) and before the Modification Panel has made a determination in respect of such Modification Proposal pursuant to paragraph 9.3.3(a), by notice to the Secretary, and any such variation request shall contain a description of the nature of the variation.

6.5.2 The Secretary shall, within a reasonable period of time following any withdrawal (including any withdrawal directed by the Authority pursuant to paragraph 6.5.8), variation or variation request (except where such variation request is made at the Modification Panel meeting) notify each Transporter, each Member, each User, each Independent Gas Transporter, each Third Party Participant and each Non-Code Party of such withdrawal, variation or variation request (as the case may be).

6.5.3 Following receipt of the notice given pursuant to paragraph 6.5.1(c) the Secretary shall submit such variation request to the appropriate Modification Panel which the Proposer may attend for the purpose of explaining the variation request.

6.5.4 Subject to paragraph 6.4, and paragraph 12.4, the Modification Proposal shall be varied to replace the original Proposal which shall be deemed withdrawn where the Modification Panel:

- (a) determines by a unanimous vote that the variation request is immaterial, and in such case the varied Modification Proposal shall continue through the Modification Procedures from the point at which the original Proposal was deemed withdrawn;
- (b) does not so determine in accordance with (a), and in such case the Modification Panel shall make a determination in respect of the varied

Modification Proposal in accordance with paragraph 7.2.3.

- 6.5.5 The Proposer of a variation request may withdraw it at any time before the Modification Panel votes in accordance with paragraph 6.5.4.
- 6.5.6 A Modification Proposal made by a User shall be deemed withdrawn:
- (a) on the User Discontinuance Date in accordance with TPD Section V4.2 or 4.3 where the User ceases to be a User of the Total System; or
  - (b) on the date upon which the Proposer ceases to hold a Shipper's Licence or Transporter's Licence.
- 6.5.7 For the purposes of this paragraph 6.5:
- (a) the Authority, upon request by a Proposer of a Significant Code Review Modification Proposal, may direct:
    - (i) that the Proposer may vary, withdraw or make a variation request in respect of the relevant Significant Code Review Modification Proposal in accordance with paragraph 6.5; or
    - (ii) that the Proposer may not vary, withdraw or make a variation request in respect of the relevant Significant Code Review Modification Proposal and that such proposal shall proceed in accordance with the Modification Procedures;
  - (b) where the Proposer of a Modification Proposal is a Transporter, and the Authority has, in accordance with paragraph 12.5.2, issued a direction to the Transporter setting and/or amending a timetable (in relation to the Modification Proposal, which Modification Proposal is either one that the Authority reasonably considers is necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators or a Significant Code Review Modification Proposal) for the raising of such Modification Proposal by the Transporter, the completing of each of the procedural steps in these Rules (to the extent that they are relevant) and/or implementation of the Modification Proposal, then the Proposer may not withdraw the relevant Modification Proposal without the Authority's prior consent.
- 6.5.8 Any Significant Code Review Modification Proposal and any alternative to such Significant Code Review Modification Proposal shall be withdrawn where the Authority issues a direction to that effect.

## **6.6 Self-Governance Modification Proposals**

- 6.6.1 Subject to paragraph 6.6.2, where the Modification Panel under paragraph 7.2.3(a)(i) determines that a Modification Proposal satisfies the Self-Governance Criteria, the Code Administrator shall on behalf of the Modification Panel submit to the Authority a Self-Governance Statement in respect of such proposal as soon as reasonably practicable and set a Proposed Self-Governance Modification Proposal Determination Date.
- 6.6.2 The Code Administrator shall not submit to the Authority a Self-Governance Statement in respect of a Modification Proposal (or set a Proposed Self-Governance Modification Proposal Determination Date in relation to it) pursuant to paragraph 6.6.1 where such Modification Proposal is an alternative Modification Proposal made under paragraph 6.4.1 or 6.4.2 in

respect of an original Modification Proposal which is not itself a Self-Governance Modification Proposal unless that original Modification Proposal has been withdrawn.

- 6.6.3 The Authority may until the Self-Governance Modification Proposal Determination Date, reject the Self-Governance Statement.
- 6.6.4 Where the Authority rejects a Self-Governance Statement in respect of a Modification Proposal or the Code Administrator is prohibited from submitting to the Authority a Self-Governance Statement in respect of a Modification Proposal by paragraph 6.6.2, such Modification Proposal shall:
- (a) not be a Self-Governance Modification Proposal; and
  - (b) be subject to the Modification Procedures.
- 6.6.5 The Modification Panel may withdraw a Self-Governance Statement that it submits under paragraph 6.6.1 at any time before the Self-Governance Modification Proposal Determination Date in respect of the related Self-Governance Modification Proposal.
- 6.6.6 The Modification Panel shall withdraw a Self-Governance Statement in respect of a Self-Governance Modification Proposal where, prior to the Self-Governance Modification Proposal Determination Date, an alternative Modification Proposal is made in respect of such Self-Governance Modification Proposal under paragraph 6.4.1 or 6.4.2 and:
- (a) the Modification Panel determines under paragraph 7.2.3(a)(i) that such alternative Modification Proposal does not satisfy the Self-Governance Criteria;
  - (b) the Authority rejects a Self-Governance Statement in respect of such alternative Modification Proposal, or
  - (c) the Modification Panel, pursuant to paragraph 6.6.5, withdraws a Self-Governance Statement in respect of such alternative Modification Proposal.

Where a Self-Governance Statement in respect of a Modification Proposal is withdrawn pursuant to this paragraph 6.6.5, such Modification Proposal shall, subject to paragraph 6.6.7, cease to be a Self-Governance Modification Proposal.

- 6.6.7 Where the Modification Panel has determined under paragraph 7.2.3(a)(i) that a Modification Proposal does not satisfy the Self-Governance Criteria or the Modification Panel has withdrawn a Self-Governance Statement in respect of a Modification Proposal under paragraph 6.6.5, the Authority may determine that the relevant Modification Proposal satisfies the Self-Governance Criteria and is a Self-Governance Modification Proposal, and, where the Authority so determines:
- (a) its determination shall be effective upon the Authority giving notice of the same to the Secretary; and
  - (b) any Self-Governance Statement in respect of any other Modification Proposal that was withdrawn pursuant to paragraph 6.6.6 as a consequence of the Modification Panel's determination with respect to, or withdrawal of, such relevant Modification Proposal shall be reinstated, and the Code Administrator shall, on behalf of the Modification Panel, resubmit such Self-Governance Statement(s) to the

Authority, and the Modification Proposals to which such Self-Governance Statement(s) relate shall be reinstated as Self-Governance Modification Proposal(s) accordingly.

- 6.6.8 The Authority may, at any time before the Self-Governance Modification Proposal Determination Date in respect of a Self-Governance Modification Proposal, direct that its approval is required in respect of the implementation of such proposal.
- 6.6.9 Where the Modification Panel determines under paragraph 7.2.3(a)(i) that a Modification Proposal does not satisfy the Self-Governance Criteria, the Code Administrator shall as soon as reasonably practicable submit to the Authority a statement on behalf of the Modification Panel in respect of such Modification Proposal setting out why in the opinion of the Modification Panel it could be reasonably expected that the Modification Proposal would have a material impact if implemented.

## **6.7 Modification Proposals made during a Significant Code Review Phase**

- 6.7.1 Where the Authority has received a written assessment of the Modification Panel under paragraph 7.2.8 in respect of a Modification Proposal, the Secretary shall inform the Proposer and each Transporter, User, Independent Gas Transporter, Third Party Participant, and Non-Code Party (if any) and the CDSP of the direction or re-direction it has received from the Authority.
- 6.7.2 Where the direction or re-direction received by the Secretary from the Authority is not to proceed with the Modification Proposal that Modification Proposal shall become a Significant Code Review Suspended Modification Proposal and shall continue to be so until either the end of the Significant Code Review Phase or unless the Authority directs otherwise (having taken into account, among other things not limited to, the urgency of the subject matter of such a proposal).
- 6.7.3 Where the Authority:
- (a) has not made a direction or has not made a re-direction not to proceed with a Modification Proposal in respect of which the Authority has received a written assessment under paragraph 7.2.8; or
  - (b) directs that Standard Special Condition A11(15A)(a) or (b) of the Transporter's Licence applies to such proposal;
- such proposal shall not be or shall cease to be a Significant Code Review Suspended Modification Proposal and that Modification Proposal shall proceed in accordance with the Modification Procedures.

## **7 MODIFICATION PROCEDURES**

### **7.1 Circulation of Modification Proposals**

- 7.1.1 The Secretary shall:
- (a) on receipt of a Modification Proposal allocate a unique reference number to that proposal;
  - (b) by the later of:
    - (i) the end of the third Business Day following receipt of a



Modification Proposal made pursuant to paragraph 6.1.1 or 6.4 (as the case may be); and

- (ii) the end of the first Business Day following the date on which the Secretary receives notification of any decision of the Authority pursuant to paragraph 10.1.2 or 10.1.3 as to whether the Modification Proposal should be treated as an Urgent Modification Proposal,

send a copy of that proposal to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP;

- (c) subject to paragraph 10, put initial discussion of, or, in the case of a Significant Code Review Modification Proposal made by the Authority in the circumstances specified at paragraph 6.1.4, the making of a recommendation on, the Modification Proposal on the Agenda for the next meeting of the Modification Panel (provided the Modification Proposal is received no later than eight (8) Business Days prior to the date of the next meeting of the Modification Panel) and the next meeting of the Modification Panel shall (subject to paragraphs 5.4.1 and 5.4.2) be convened pursuant to paragraph 5.3.1; and
- (d) notify the Proposer of the meeting of the Modification Panel at which the Modification Proposal is to be discussed, and request the attendance of the Proposer's representative.

7.1.2 Where:

- (a) the Authority decides that a Modification Proposal should not be treated as an Urgent Modification Proposal; and
- (b) at the date on which the Secretary receives notification of such decision, no meeting of the Modification Panel will, in accordance with paragraph 5.2, take place within ten (10) Business Days of such date,

the Secretary shall seek in writing, from Members in accordance with paragraph 5.9, a determination of the Modification Panel as to which of the procedures set out in paragraph 7.2.3 should apply to the Modification Proposal.

7.1.3 For the avoidance of doubt, where a Modification Proposal is received 8 Business Days prior to the date of the next meeting of the Modification Panel the secretary shall take the relevant action as per 7.1.1(b) by 5 Business Days prior to the next meeting of the Modification Panel.

**7.2 Discussion of Modification Proposals**

7.2.1 Subject to paragraph 6.4 and paragraph 10, the Modification Panel shall discuss each new Modification Proposal at a meeting of the Modification Panel.

7.2.2 The Modification Panel shall make determinations under paragraphs 7.2.3(a), (b) and (d) having:

- (a) discussed the Modification Proposal and, subject to paragraph 6.3.2;
- (b) heard the presentation of the Proposer's representative;
- (c) had an opportunity to ask the Proposer's representative questions in

- respect of the Modification Proposal and the presentation of the Proposer's representative;
- (d) considered whether there are any persons from whom representations should, pursuant to paragraph 7.6, be invited;
  - (e) considered whether a Modification Proposal in respect of a NTS Charging Methodology conflicts with:
    - (i) paragraphs 8, 9, 10 and 11 of Standard Condition 4B of the Transporter's Licence; or
    - (ii) paragraphs 2, 2A and 3 of Standard Special Condition A4 of the Transporter's Licence;
  - (f) considered whether a Modification Proposal in respect of a DN Charging Methodology conflicts with paragraphs 2, 2A and 3 of Standard Special Condition A4 of the Transporter's Licence; and
  - (g) determined whether it could be reasonably expected that the Modification Proposal would, if implemented, have a material impact having regard to:
    - (i) any guidance set out in the Code Administration Code of Practice as to what amounts to a material impact for the purposes of determining whether it is necessary to refer Modification Proposals to the Authority for determination; and
    - (ii) any statements made by the Proposer pursuant to paragraph 6.2.1(c) as to whether and why the Modification Proposal should be a Self-Governance Modification Proposal,

or where it has received a referral pursuant to paragraph 9.6.3.

7.2.3 Subject to paragraphs 7.2.2, 7.2.8 and 7.2.11, the Modification Panel may, without prejudice to paragraph 7.2.4, determine that:

- (a) a Modification Proposal:
  - (i) either satisfies the Self-Governance Criteria or does not; and, if applicable
  - (ii) satisfies the Fast Track Self-Governance Criteria

For the avoidance of doubt, a Modification Panel determination under 7.2.3(a)(ii) must be unanimous

- (b) a Modification Proposal:
  - (i) subject to paragraph 7.2.3(d), should proceed to Consultation in accordance with paragraph 7.3; or
  - (ii) should be referred to a Workgroup for Workgroup Assessment in accordance with paragraph 7.5 (and the Modification Panel may determine the Terms of Reference for such work (including terms as to the identity of any third parties to be consulted) and the date upon which it requires the Workgroup to submit its Workgroup Report);
  - (iii) should be deferred to a subsequent meeting of the Modification Panel for further discussion; or

- (iv) be implemented, subject to unanimous determination under 7.2.3(a)(ii) that Fast Track Self-Governance Criteria are satisfied and subject to Panel determining unanimously that the Modification Proposal be implemented; or
    - (v) be referred back to the Proposer for further development.
  - (c) at any time before a Modification Proposal proceeds to Consultation in accordance with paragraph 7.3 the CDSP shall in accordance with a period determined by the Modification Panel, provide a rough order of magnitude assessment of the Modification Proposal; and
  - (d) the impact (if any) of the Modification proposed in a Modification Proposal on Greenhouse Gas Emissions is likely to be material (after considering any assessment by the Proposer under paragraph 6.2.6 of the quantifiable impact of the Modification proposed in a Modification Proposal on Greenhouse Gas Emissions) and shall have regard to such determination (if any) in determining whether the Modification Proposal should proceed to Consultation under paragraph 7.2.3(b)(i) (provided that where the Modification Panel determines the likely impact will be material and the Proposer provided no assessment in respect of such impact under paragraph 6.2.6 the Modification Proposal shall not proceed to Consultation).
- 7.2.4 Where the Modification Panel discusses a Modification Proposal together with the relevant Workgroup Report the Modification Panel may:
- (a) make a determination in accordance with paragraph 7.2.3(b); or
  - (b) determine that any further discussion of the Modification Proposal should be deferred to a subsequent meeting of the Modification Panel.
- 7.2.5 Where the Modification Panel considers that a more detailed analysis and cost estimate is required in respect of a Modification Proposal it may:
- (a) determine that the CDSP shall prepare and submit to the Modification Panel (within a period determined by it) such an analysis and estimate; and
  - (b) where its Workgroup Assessment concludes that such analysis and estimate is satisfactory, make a determination in accordance with paragraph 7.2.3(b)(i).
- 7.2.6 Where the Panel makes a determination under paragraph 7.2.5(a) the CDSP and the DSC Change Management Committee shall:
- (a) take the necessary steps to ensure compliance with such determination;
  - (b) keep the Modification Panel informed of any delay or likely delay in doing so.
- 7.2.7 The requirement for the CDSP pursuant to paragraph 7.2.3(c) shall cease:
- (a) in accordance with a determination by the Modification Panel; or
  - (b) where the Modification Proposal is withdrawn pursuant to paragraph 6.5.1(a) or varied pursuant to paragraph 6.5.1(b).
- 7.2.8 The Modification Panel shall assess whether the subject matter of a Modification Proposal made during a Significant Code Review Phase relates to a matter that is the subject of an ongoing Significant Code Review and instruct the Secretary to submit to the Authority as soon as is reasonably

practicable a written assessment including:

- (a) representations received as to whether such proposal relates to the matter which is the subject of a Significant Code Review;
- (b) its determination as to whether such proposal relates to the matter which is the subject of Significant Code Review;
- (c) its reasons for making such determination;
- (d) a copy of the relevant Modification Proposal;
- (e) its assessment of whether the exceptions under Standard Special Condition A11(15A)(a) or (b) of the Transporter's Licence may be applicable.

7.2.9 If the Modification Panel determine that a Modification Proposal satisfies the Fast Track Self Governance Criteria but fail to vote unanimously to implement under 7.2.3(b)(iv) the Modification shall become a Self Governance Modification and be further determined by the Modification Panel under 7.2.3(b).

7.2.10 Where the Modification Panel determines that 7.2.3(b)(v) applies they shall:

- (a) set out the questions to be answered and specify any areas for further development by the Proposer;
- (b) only be entitled to exercise this vote once per Modification Proposal.

7.2.11 Paragraphs 7.2.2 to 7.2.10 shall not apply to any Significant Code Review Modification Proposals made by the Authority in the circumstances specified at paragraph 6.1.4.

### **7.3 Modification Proposal to proceed to Consultation**

7.3.1 If the Modification Panel determines pursuant to paragraph 7.2.3(b)(i) that a Modification Proposal should proceed to Consultation:

- (a) the Modification Panel shall be deemed to have requested that the Transporters provide legal text unless the Modification Panel determines that legal text is not required for the purposes of the Modification Report (which may be the case where Suggested Text has been provided by the Proposer and is sufficient in the view of the Modification Panel);
- (b) the Modification Panel shall inform the Code Administrator if it determines that the time periods set out in paragraph 9 for Consultation should, in its opinion, be deviated from in relation to the relevant Modification Proposal;
- (c) in respect of such Modification Proposal:
  - (i) unless the Modification Panel determines otherwise, the CDSP shall prepare and submit to the Modification Panel (within a period determined by the Modification Panel) for inclusion within the Modification Report:
    - (1) the most accurate cost estimate including all forecast, development, implementation and operational costs associated with the Modification Proposal) which is available at such time;

- (ii) where the CDSP is unable to comply with paragraph (c)(i)(1) the CDSP shall provide to the Modification Panel:
  - (1) a written explanation as to reasons for such inability at the earliest opportunity and in any event no later than two (2) Business Days after the final date for such submission;
  - (2) a list of information required to enable the most recent cost estimate to be prepared;
  - (3) a date by which the cost estimate will be provided, having regard to the explanation provided;
- (d) where the Modification Proposal is a Self-Governance Modification Proposal, the Code Administrator may invite each Transporter, each User, each Independent Gas Transporter, the CDSP, Non-Code Party (if any) to make representations in respect of whether such Modification Proposal should be a Self-Governance Modification Proposal.

#### **7.4 Determination**

If the Modification Panel does not, at the meeting, make a determination pursuant to paragraph 7.2.3(b), 7.2.4(a) or 7.2.4(b) the Code Administrator may refer the Modification Proposal to the relevant, or a new, Workgroup.

#### **7.5 Workgroup Assessment**

If the Modification Panel determines pursuant to paragraph 7.2.3(b)(ii) that the Modification Proposal should proceed to Workgroup Assessment or determines pursuant to paragraph 11.4.4(b) that a Request should proceed to Workgroup Assessment the Code Administrator shall within ten (10) Business Days of such determination finalise the Terms of Reference in accordance with paragraph 12.9 and notify each Transporter, each Independent Gas Transporter and each User and the CDSP of the composition of the Workgroup and invite each Transporter, each User, each Independent Gas Transporter and Non-Code Party (if any) and the CDSP to make representations in respect of the Modification Proposal within fifteen (15) Business Days following the date of the invitation.

#### **7.6 Non-Code Parties**

7.6.1 The Code Administrators shall:

- (a) for the purposes of compliance with the Transporter's Licence and for the purpose referred in Standard Special Condition A11(9)(d) and (f) send copies of any Modification Proposal and any Modification Report prepared in respect of such proposal to and invite representations in respect thereof from, other persons;
- (b) send copies of any Request or report prepared in respect of such Request to and invite representations in respect thereof from, other persons.

### **8 MODIFICATION PROCEDURES - WORKGROUP ASSESSMENT**

## **8.1 Composition of Workgroups**

- 8.1.1 Each Workgroup shall conduct its business in such manner as to allow any person to attend and participate in meetings of the Workgroup.

## **8.2 Proceedings of Workgroups**

- 8.2.1 The Code Administrator shall ensure that the Authority is notified of all meetings of each Workgroup. The Authority (or any representative of the Authority (including, but without limitation, the Ofgem Representative) shall be invited to all the meetings of all Workgroups.
- 8.2.2 The proceedings of Workgroups shall be conducted in accordance with the Code of Practice.

## **8.3 Workgroup Report**

- 8.3.1 Without prejudice to paragraph 8.3.3, the Code Administrator shall, prepare a Workgroup Report which shall set out the information, and be in the form, specified in the Code of Practice.
- 8.3.2 The Code Administrator and the Workgroup shall together use their reasonable endeavours to complete the Workgroup Report in the timescale determined in accordance with paragraph 12.9.2.
- 8.3.3 If two (2) or more Modification Proposals shall have been considered together by the Workgroup, the Workgroup Report shall report on each Modification Proposal.

## **8.4 Circulation of Workgroup Reports**

Each Workgroup Report shall (subject to paragraphs 5.4.1 and 5.4.2) be sent to all Members as soon as reasonably practicable but in any event not less than eight (8) Business Days prior to the meeting of the Modification Panel at which that report is to be discussed.

## **8.5 Discussion of Workgroup Report**

- 8.5.1 Having:
- (a) discussed the Workgroup Report; and
  - (b) allowed any person who attended and participated in the relevant Workgroup (in attendance at the meeting of the Modification Panel) to express any views on the substance of the Workgroup Report or the conduct of the consideration of the Modification Proposal by the Workgroup, the Modification Panel shall determine:
    - (i) that the Modification Proposal shall proceed to Consultation in accordance with paragraph 7.3; or
    - (ii) to refer the Workgroup Report back to the Workgroup for revision or further work; or
    - (iii) to continue to consider or to consider further the Workgroup Report at a subsequent meeting of the Modification Panel.

## **9 MODIFICATION PROCEDURES – CONSULTATION AND PANEL RECOMMENDATIONS**

### **9.1 Consultation - Draft Modification Report**

- 9.1.1 Following determination of the Modification Panel that a Modification Proposal should proceed to Consultation under paragraph 7.3, the Code Administrator shall prepare a draft Modification Report in accordance with paragraph 9.4 and shall provide such report to the Secretary within:
- (a) fifteen (15) Business Days, where the Modification Panel has determined that legal text is required;
  - (b) three (3) Business Days, where the Modification Panel has determined that legal text is not required,
- or such other time period as the Modification Panel shall determine.
- 9.1.2 Where the Modification Panel has determined that legal text is required, then within one Business Day of receiving such Draft Modification Report the Secretary shall circulate the Draft Modification Report to the next meeting of the Modification Panel and subject to paragraph 9.1.3, within one Business Day following date upon which the panel meeting is convened, the Secretary shall circulate it to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP inviting them to make (or withdraw earlier) representations to the Transporters within fifteen (15) Business Days following the date of that invitation.
- 9.1.3 Where the Modification Proposal has been referred to the Modification Panel in accordance with paragraph 9.6.3 it may determine legal text is not required with the Draft Modification Report.
- 9.1.4 Where the Modification Panel has determined that legal text is not required:
- (a) pursuant to paragraph 7.3.1(a), within one (1) Business Day of receiving the Draft Modification Report;
  - (b) pursuant to paragraph 9.1.3, within one (1) Business Day of such determination;
- the Secretary shall circulate the Draft Modification Report to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP inviting them to make (or withdraw earlier) representations to the Code Administrator within fifteen (15) Business Days following the date of that invitation.

### **9.2 Significant Code Review Modification Proposals made by the Authority during Significant Code Reviews**

- 9.2.1 Upon receipt of a Significant Code Review Modification Proposal made by the Authority in the circumstances specified in paragraph 6.1.4, the Modification Panel shall:
- (a) determine the factors which (in its opinion) justify the making or not making of the proposed modification, including:
    - (i) whether, and if so, how, the proposed modification would

- better facilitate the achievement of the relevant objectives;
- (ii) whether its implementation is likely to have a material effect on Greenhouse Gas Emissions, and if it is, (in accordance with the Carbon Costs Guidance) its quantifiable impact on Greenhouse Gas Emissions; and
- (b) determine whether or not to recommend the implementation of the Modification Proposal to the Authority; and
  - (c) instruct the Secretary to send its recommendation to the Code Administrator and require the Code Administrator to prepare a report on the factors on which that recommendation is based.
- 9.2.2 The Code Administrator shall, within [five (5)] Business Days of receipt from the Secretary of a Modification Panel recommendation pursuant to paragraph 9.2.1 (or within such other period as may be determined by the Authority under paragraph 12.5.2):
- (a) prepare a Modification Report setting out in detail the factors which (in the opinion of the Modification Panel) justify the making or not making of the proposed modification; and
  - (b) submit copies of the report and the Modification Panel's recommendation to the Authority and provide copies to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any).
- 9.2.3 The contents of any Significant Code Review Modification Proposal made by the Authority and any conclusions published by the Authority in respect of matters relating thereto shall not fetter the discretion of the Modification Panel or any Member Panel in connection with the Modification Panel's determination pursuant to paragraph 9.2.1(b) in respect of a Significant Code Review Modification Proposal made by the Authority or in relation to any factor taken into account in making any such determination,

### **9.3 Consultation - Final Modification Report**

- 9.3.1 Within five (5) Business Days following the last day for representations to the draft Modification Report in accordance with paragraph 9.1.2 or 9.1.4;
- (a) subject to (d), the Code Administrator shall prepare a final Modification Report in accordance with paragraph 9.4 for approval of the Modification Panel;
  - (b) the Secretary shall submit a copy of that final Modification Report to:
    - (i) each Third Party Participant, each Transporter, each User, each Independent Gas Transporter and each Non-Code Party (if any) and the CDSP that submitted (and did not so withdraw) a representation with regard to the draft Modification Report pursuant to paragraph 9.1.2 or 9.1.4; and
    - (ii) each Member,and shall attach to that report all representations (if any) so received (and not so withdrawn); and
  - (c) the Code Administrator shall request the Secretary to add the



Modification Proposal as an Agenda item for the Modification Panel to discuss;

- (d) where the Code Administrator considers that any representation made identifies issues that may arise through implementation of the proposal then the Code Administrator shall record such issues and include them in the final Modification Report and the Secretary shall submit it to the next Modification Panel for determination pursuant to paragraph 9.3.2.

9.3.2 Where the Modification Panel determines that views on such issues should be obtained by the relevant Workgroup then:

- (a) the Code Administrator shall request the Secretary to submit the final Modification Report to the relevant Workgroup and to obtain a report containing their views; and
- (b) within three (3) Business Days following receipt of such report the Secretary shall submit a copy of the final Modification Report to:
  - (i) each Third Party Participant, each Transporter, each User, each Independent Gas Transporter and each Non-Code Party (if any) and the CDSP; and
  - (ii) each Member;and shall attach to that report all representations (if any) so received (and not so withdrawn) and the report (if any) received pursuant to (b); and
- (c) the Code Administrator shall request the Secretary to add the Modification Proposal as an Agenda item for the Modification Panel to discuss.

9.3.3 Upon receipt of the final Modification Report under paragraph 9.3.1 or 9.3.2 the Modification Panel shall assess whether the final Modification Report complies with paragraph 9.4, and if it is compliant, shall:

- (a) determine whether or not to recommend the implementation of the Modification Proposal to the Authority; and
- (b) submit to the Authority its determination under paragraph 9.3.3(a) and the factors which (in its opinion), justify its determination and which shall include details of the Modification Panel's reasoning for determining whether or not the Modification Proposal better facilitates achievement of the Relevant Objectives or not; and

instruct the Secretary to send the final Modification Report, together with its recommendation to the Authority, to the Code Administrator.

9.3.4 The Code Administrator shall, within one (1) Business Day of receipt from the Secretary of the final Modification Report, circulate to the Authority and each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP the following:

- (a) a copy of the final Modification Report and any other attachments; and
- (b) a copy of the Modification Panel's recommendation to the Authority seeking a determination of the Authority as to whether the Modification should be implemented or not.

9.3.5 Where the Authority receives a final Modification Report pursuant to

paragraph 9.2.2 or 9.3.4, the Authority may determine whether the proposed Modification shall be implemented and may give notice of its decision to the Secretary, in which case on receipt of such notice from the Authority:

- (a) if the notice confirms the Authority's determination not to implement the proposed Modification, the Secretary shall circulate to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP a non-implementation notice; and
- (b) if the notice confirms the Authority's determination to implement the Modification, the Secretary shall circulate to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP an implementation notice.

9.3.6 Any question arising under these Rules as to whether:

- (a) (in the context of representations) a User or other person is likely to be materially affected by a Modification Proposal were that proposal to be implemented; or
- (b) representations made (and not withdrawn) pursuant to these Rules in relation to a Modification Proposal or Request have been properly considered by the Code Administrator or the Modification Panel;

shall be determined by the Authority.

9.3.7 Not Used.

9.3.8 Where a Modification Report is received by the Authority pursuant to paragraph 9.2.2 or 9.3.4, the Authority, pursuant to Standard Special Condition A11, may direct that the Modification Report, including any legal text, should be amended and resubmitted and where it makes such a direction:

- (a) the Secretary shall notify each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP that the Authority is of such opinion (and the Authority's reasons for making such direction);
- (b) the Modification Panel shall discuss the Modification Report at the next meeting of the Modification Panel, shall instruct the Code Administrator to amend the Modification Report (including in respect of the legal text, the timetable, analysis or supporting information) in accordance with the direction of the Authority and decide on what steps to take, in accordance with paragraph 7.2 and shall send the Authority a revised Modification Report as soon as reasonably practicable (taking into account the complexity, importance and urgency of the Modification Proposal).

9.3.9 Where the Modification Proposal is a Self-Governance Modification Proposal:

- (a) the Code Administrator shall submit all representations received in respect of such proposal during Consultation to the Authority (unless the Authority directs otherwise) at least seven (7) days before the Proposed Self-Governance Modification Proposal Determination Date for such proposal; and

- (b) paragraphs 9.3.3 to 9.3.5 (inclusive) and paragraphs 9.4.2, 9.4.3 and 9.5 shall not apply to such proposal.
- 9.3.10 The Modification Panel shall upon receipt of the final Modification Report under paragraph 9.3.1 or 9.3.2 in respect of a Self-Governance Modification Proposal:
- (a) assess whether the final Modification Report complies with paragraph 9.4, and if it is compliant, shall make a determination as to whether or not the Self-Governance Modification Proposal should be implemented (having regard to whether or not the Self-Governance Modification Proposal better facilitates the achievement of the Relevant Objectives than either the status quo or any alternative Self-Governance Modification Proposals made under paragraph 6.1 or 6.2 in respect of such Self-Governance Modification Proposal, or, as the case may be any Modification Proposal in relation to which the Self-Governance Proposal to which the Modification Report relates is an alternative Modification Proposal made under paragraph 6.1 or 6.2) no earlier than the Proposed Self-Governance Modification Proposal Determination Date;
  - (b) instruct the Code Administrator to include such determination and the Modification Panel's reasoning for such determination in the Final Modification Report; and
  - (c) instruct the Secretary to circulate an implementation notice or a non-implementation notice (as the case may be) in respect of such proposal to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant, each Non-Code Party (if any), the CDSP and the Authority.
- 9.3.11 The Code Administrator shall, within one (1) Business Day of receipt from the Secretary of the final Modification Report circulate to each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant, each Non-Code Party (if any) the CDSP and the Authority a copy of the final Modification Report and any other attachments.
- 9.3.12 Subject to paragraph 9.3.13, where the Modification Panel makes a determination in respect of a Self-Governance Modification Proposal under paragraph 9.3.10(a), an Appealing Party may appeal such determination in accordance with the Appeal Procedures and the Self-Governance Modification Proposal shall not be implemented until:
- (a) the Panel has made a determination in respect of an appeal made under paragraph 13.1 and (where no subsequent appeal is made to the Authority under paragraph 13.5) and implementation notice has been sent in accordance with paragraph 13.4; or
  - (b) the Authority has made a determination in respect of an appeal made under paragraph 13.5 and an implementation notice had been sent in accordance with paragraph 3.11.
- 9.3.13 For the avoidance of doubt, an Appealing Party may not submit more than one Appeal and one Authority Appeal in respect of the same Self-Governance Modification Proposal.
- 9.3.14 Paragraphs 9.3.9 to 9.3.13 (inclusive) shall not apply to a Self-Governance Modification Proposal where the Authority has directed under paragraph 6.6.8 that its approval is required in respect of the implementation of such

Proposal.

- 9.3.15 Following any change made to the final Modification Report after a determination under paragraph 9.3.3(a) or 9.3.10(a) the Modification Panel shall discuss the Modification Report at the next meeting of the Modification Panel and determine by Majority Vote to reconsult in accordance with paragraph 9.5.2(b).
- 9.3.16 Where the Modification Panel makes a determination in respect of a Self-Governance Modification Proposal under paragraph 7.2.3(b)(iv) a Party or the Authority may object to such determination and the Self-Governance Modification Proposal shall not be implemented. Any such objection shall be received within 15 working days immediately following the day the implementation notice under 9.3.10(c) was issued.
- 9.3.17 Where a Self-Governance Modification Proposal is objected to under paragraph 9.3.16 then the Self-Governance Modification Proposal shall return to the Modification Panel and be considered as a Modification Proposal under the provisions of paragraph 7.2.3.
- 9.3.18 If any Modification Proposal is returned to the Modification Panel under 9.3.17, the Modification Panel may not determine that such Modification Proposal meets the Fast Track Self-Governance Criteria in accordance with 7.2.3(a)(ii).

#### **9.4 Content of Modification Report**

- 9.4.1 Each Modification Report shall set out the information, and be in the form, specified in the Code of Practice (in the case of Modification Reports prepared pursuant to paragraph 9.2.2, to the extent reasonably practicable) and:
- (a) shall in relation to a recommendation of the Modification Panel under paragraph 9.2.1(b) or 9.3.3(b), include details of the Modification Panel's reasoning for determining whether or not the Modification Proposal better facilitates achievement of the Relevant Objectives;
  - (b) state whether or not a determination has been made by the Modification Panel under paragraph 9.2.1(b) or 9.3.3(a) and the number of Voting Members in favour of, and the number of Voting Members present and not voting in favour of, the implementation of the Modification Proposal;
  - (c) where it relates to a Modification Proposal in respect of a NTS Charging Methodology, state the view of the Modification Panel as to whether the Modification Proposal conflicts with:
    - (i) with paragraphs 8, 9, 10 and 11 of Standard Condition 4B of the Transporter's Licence; or
    - (ii) paragraphs 1, 2A and 3 of Standard Special Condition A4 of the Transporter's Licence;
  - (d) where it relates to a Modification Proposal in respect of a DN Charging Methodology, shall state the view of the Modification Panel as to whether the Modification Proposal conflicts with paragraphs 2, 2A and 3 of Standard Special Condition A4 of the Transporter's Licence.
  - (e) where it relates to a Self-Governance Modification Proposal, state that

fact and whether the Modification Panel or the Authority determined that such proposal satisfied the Self-Governance Criteria; or

- (f) state whether the proposal is made in respect of a Significant Code Review by, or at the direction of, the Authority; and
- (g) where it relates to a Modification Proposal other than a Self Governance Modification Proposal and where the Proposer has proposed a timescale for the implementation of the Modification in accordance with paragraph 6.2.1(e) (but in the case of a Modification Report made pursuant to paragraph 9.2.2, only here the Modification Panel has determined such matters), shall include:
  - (i) two or more Fixed Implementation Dates;
  - (ii) a Proposed Authority Decision Date in respect of each Fixed Implementation Date, for the purposes of enabling the Modification to be implemented by the Fixed Implementation Date;
  - (iii) a Backstop Lead Time; and
  - (iv) the reasons why it is proposing each date under paragraph (i), (ii) and (iii); and
- (h) shall state whether the Modification Proposal is a Cross-Code Change, and whether the Modification Proposal is the principal change proposal or a subsidiary change proposal (and where the Modification Proposal is a subsidiary change proposal, the Energy Code in respect of which the principal change proposal relates).

9.4.2 Where two or more Modification Proposals have proceeded through the Modification Procedures together (and neither proposal has been withdrawn and all work has not been discontinued following a decision of the Modification Panel in respect of either proposal) the Modification Report shall, in addition to the analysis referred to in paragraph 9.4.1(b), provide an analysis as to which of the Modification Proposals would in the opinion of the Modification Panel better facilitate the achievement of the Relevant Objectives. Where two (2) Modification Proposals were proceeding through the Modification Procedures together and the Modification Panel shall have determined that only one (1) of the Modification Proposals should proceed, the Modification Report shall provide a commentary as to the circumstances in which the Modification Panel so determined.

9.4.3 Each Modification Report shall be addressed and furnished to the Authority (as the notice required by Standard Special Condition A11(15)(a) or, in the case of a Modification Report in respect of a Significant Code Review Modification Proposal made by the Authority in the circumstances set out in paragraph 6.1.4, as the notice required by Standard Special Condition A11(15CC)(a)) and none of the facts contained or opinions stated in any Modification Report should be relied upon by any other person.

9.4.4 In preparing any Modification Report, the Code Administrator shall:

- (a) do so on the basis set out in these Rules; and
- (b) not be required to have regard (other than as expressly provided in these Rules) to the consequences of any Modification on any person or persons.

- 9.4.5 Where a Workgroup Report has been prepared in accordance with paragraph 8.3 the Modification Panel may determine that it shall constitute the Draft Modification Report.

## **9.5 Further Consultation**

- 9.5.1 If, in respect of a Modification Proposal which is the subject of a Modification Report previously submitted to the Authority by the Code Administrator in accordance with paragraph 9.3.4 or 10.2:
- (a) the Authority has not given notice of its decision in respect of that Modification Report within two (2) calendar months (in the case of Urgent Proposals), or four (4) calendar months (in the case of non-Urgent proposals) from the date upon which the relevant Modification Report was submitted to it; or
  - (b) the Authority, or any Voting Member, by notice to the Secretary expresses the reasonable opinion that the circumstances relating to that Modification have materially changed,
- the Secretary shall place that Modification Proposal on the Agenda for consideration at the next Modification Panel meeting.
- 9.5.2 Having considered the circumstances relating to the Modification Proposal which is subject to paragraph 9.5.1, the Modification Panel may determine that:
- (a) the Secretary should request the Authority to give an indication of the likely date by which the Authority's decision shall be made; or
  - (b) the Code Administrator should within five (5) days of the date of the meeting prepare and circulate a notice to each Transporter, Users, each Independent Gas Transporter, the CDSP and Non-Code Parties outlining the change in circumstances or reasons for delay and inviting further representations within ten (10) days of the date of the notice; or
  - (c) the Secretary should place the Modification Proposal on the Agenda for further consideration at a future meeting of the Modification Panel as determined by the Modification Panel.
- 9.5.3 If the Modification Panel makes a determination in accordance with 9.5.2(a) then the Secretary shall within five (5) Business Days formally request a response from the Authority and place the Modification Proposal on the Agenda for further consideration at the next Modification Panel meeting, it being recognised at all times that the Authority is not obliged, as a result of a request pursuant to 9.5.2(a), to provide any response or indication.
- 9.5.4 If the Modification Panel makes a determination in accordance with 9.5.2(b) the Secretary shall within five (5) Business Days of the date upon which the invitation for representations closed prepare, and submit a supplemental report (which need not be in the form of a Modification Report) and also procure that the Code Administrator submits that report and copies of any representations received to the Authority and circulates a copy to each Transporter, Users, each Independent Gas Transporter, the CDSP and Non-Code Parties.
- 9.5.5 Any Report submitted to the Authority under paragraph 9.5.4 shall be supplemental to the Modification Report. Supplemental reports may, but need

not, express a view and recommendation which confirms those expressed in the Modification Report to which it refers.

## **9.6 Legal Text for Modification**

- 9.6.1 Subject to paragraphs 6.2.1(q)(i) and 9.6.6, in relation to each Modification Proposal, the Transporters shall prepare the legal text of the Modification:
- (a) where requested by the Modification Panel by way of Panel Majority vote at any time prior to a determination under paragraph 9.3.3(a) or paragraph 9.3.10(a) or where directed by the Modification Panel, for inclusion in the draft Modification Report prepared pursuant to paragraph 9.1.1 (unless the Modification Panel has determined that legal text is not required pursuant to paragraph 7.3.1(a) or 9.1.3); or
  - (b) if requested or directed to do so by the Authority:
- in the case of paragraph (a) the Transporters shall provide the legal text within 15 Business Days of such request unless the Transporters confirm at that meeting of the Modification Panel that existing legal text provided is suitable for inclusion in the draft Modification Report.
- 9.6.2 Subject to paragraph 10, the Suggested Text and/or any legal text provided by the Transporters pursuant to paragraph 9.6.1 prior to a determination under 7.3.1 of each Modification shall be considered by the relevant Workgroup to which such Modification Proposal has been referred in accordance with these Rules. If the Suggested Text and/or any legal text provided by the Transporters pursuant to paragraph 9.6.1 prior to a determination under 7.3.1 of a Modification is not considered by a Workgroup prior to that Workgroup's report being discussed by the Modification Panel pursuant to paragraph 8.5.1, the Workgroup shall, where requested by the Modification Panel, having considered the legal text of a Modification and prior to the preparation of the draft Modification Report pursuant to paragraph 9.1.1, prepare a supplemental report commenting as appropriate on the legal text.
- 9.6.3 If it is considered that the Modification Proposal is not sufficiently clear or complete to enable the preparation of the legal text, a written report setting out the reasons for this will be prepared by the Code Administrator and the Code Administrator shall refer the Modification Proposal to the next Modification Panel for determination pursuant to paragraph 9.1.3.
- 9.6.4 Not Used.
- 9.6.5 At any time following a request for legal text pursuant to paragraph 9.6.1(a) and prior to a determination under paragraph 9.3.3(a) or paragraph 9.3.10(a) the Transporters may provide revised legal text in relation to a Modification Proposal and such legal text shall replace all earlier versions of legal text provided by the Transporters.
- 9.6.6 The provision of legal text pursuant to these Rules shall have regard to the Legal Text Guidance Document which may be amended only by a determination of the Modification Panel in accordance with paragraph 5.1.2(a).

## **9.7 Modification**

- 9.7.1 Subject to paragraph 9.7.2, the Code Administrator shall modify the Uniform

Network Code or, as the case may be, the Relevant Transporter shall modify the relevant Individual Network Code in accordance with each consent given and each direction made by the Authority (including any direction given by the Authority pursuant to paragraph 9.2.4).

9.7.2 The Code Administrator shall modify the Uniform Network Code or, as the case may be, the Relevant Transporter shall modify the relevant Individual Network Code without the consent of the Authority in accordance with a determination made by the Modification Panel in respect of a Self-Governance Modification Proposal under paragraph 9.3.10(a) no less than fifteen (15) Business Days after the date of such determination provided that:

- (a) either:
  - (i) paragraph 6.6.1 applies and the Modification Panel has not instructed the Code Administrator to withdraw the Self-Governance Statement submitted to the Authority under paragraph 6.6.5; or
  - (ii) paragraph 6.6.7 applies;
- (b) the Authority has not directed that its approval is required in respect of such proposal under paragraph 6.6.8;
- (c) subject to (d), no Appeal has been made in accordance with paragraph 13.1 which is still outstanding in respect of such proposal;
- (d) where an Appeal has been made, the Secretary has sent an implementation notice under paragraph 13.4(a) or (b) and the Appealing Party has not made an Authority Appeal in respect of such proposal by the end of period specified in paragraph 13.5.

9.7.3 The Code Administrator shall, as soon as reasonably practicable, notify each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP of each Modification. Each such notice shall specify the legal text of the Modification and the date upon which the Modification shall become effective and may provide (for the purposes of information only) an explanatory note (which note should not be relied upon) in respect of the Modification. Each Modification shall become effective upon the date specified in the relevant notice. Having so notified each Transporter, each User, each Independent Gas Transporter, each Member, each Third Party Participant and each Non-Code Party (if any) and the CDSP, the Code Administrator may, with the agreement of the Transporters and the Authority, notify all Users, all Transporters, all Independent Gas Transporters, Members, each Third Party Participant and Non-Code Parties (if any) and the CDSP of any amendment to the date specified in the earlier notice, and the date specified in any such notice shall be the date upon which the relevant Modification shall become effective.

## **10 URGENT MODIFICATION PROPOSALS**

### **10.1 Procedure**

10.1.1 If a Modification Proposal has been considered or identified pursuant to paragraph 6.1.5(b) as one which should be treated as an Urgent Modification Proposal the Secretary shall as soon as possible send a copy of the



Modification Proposal to the Authority, and:

- (a) following consultation with the Authority the Code Administrator shall recommend the procedure and timetable to be followed in respect of each Urgent Modification Proposal
- (b) where the Authority requests the Modification Panel to provide the Authority with the opinion of the Modification Panel on whether or not the Modification Proposal should be considered as an Urgent Modification:
  - (i) the Secretary shall convene a meeting of the Modification Panel within five (5) Business Days of the Authority requesting the opinion of the Modification Panel and place such request on the Agenda for that meeting; and
  - (ii) the Modification Panel shall provide the Authority with its opinion.

10.1.2 If the Authority considers it appropriate that the Modification Proposal referred to in paragraph 10.1.1 should be treated as an Urgent Modification Proposal:

- (a) the Secretary shall notify each Transporter, each User, each Independent Gas Transporter, each Member and each Non-Code Party (if any) and the CDSP;
- (b) to the extent that the Authority agrees with the recommendation made in the procedure and timetable submitted by the Code Administrator, all or any of the Modification Rules (including, but without limitation, consulting with the Modification Panel and seeking representations from each Transporter, Users, Independent Gas Transporters and any Non-Code Party and the CDSP), may be deviated from or any other procedure accepted by the Authority may be followed;
- (c) the Secretary shall prepare and submit to the Code Administrator, a Modification Report in a format and in accordance with a timetable accepted by the Authority; and
- (d) the Code Administrator shall send the Modification Report to the Authority.

10.1.3 If the Authority does not accept that the Modification Proposal should be treated as an Urgent Modification Proposal the Secretary shall notify the Proposer and paragraphs 7, 8 (if applicable) and 9 shall apply in respect of the Modification Proposal.

## **10.2 Modification Report**

10.2.1 Each Modification Report and attachments (if any) prepared pursuant to paragraph 10.1.2(c) shall, in addition to reporting to the extent relevant upon the matters referred to in paragraph 9.4.1, detail:

- (a) the reasons why it is an Urgent Modification Proposal; and
- (b) the procedures that the Code Administrator has followed pursuant to paragraph 10.1.2(b) where these differ from the Modification Procedures.

10.2.2 The Code Administrator may submit a Modification Report (in whole or in

part) orally and/or in writing. The Code Administrator shall in respect of any Modification Report (or any part thereof) submitted orally as soon as possible confirm that oral submission in writing. The Code Administrator shall as soon as reasonably practicable send a copy of each such report to each Transporter, each User, each Independent Gas Transporter, each Member and each Non-Code Party (if any).

### **10.3 Report on Modification**

Where an urgent Modification is implemented, the Secretary shall at the next following meeting of the Modification Panel report to the Modification Panel in respect of the urgent Modification. The Modification Panel may determine at that meeting that the subject matter of the urgent Modification so made shall be referred to a Workgroup. If the Modification Panel shall so determine, the Code Administrator shall refer such proposal to the relevant Workgroup together with the Terms of Reference to be applicable.

## **11 REQUESTS**

### **11.1 Purpose**

These Request Procedures provide a means by which a person who is eligible to be a Proposer may submit a request for consideration of a matter that may be (but is not as at the date such request is made) the subject of a Modification Proposal in respect of the Uniform Network Code or an Individual Network Code (as the case may be) for consideration by the Modification Panel (a “Request”).

### **11.2 Requests**

11.2.1 The Modification Panel may determine that any matter or a Request discussed at a meeting of the Modification Panel should be subject to the Request Procedures.

11.2.2 A Request may be withdrawn at any time before a Modification Proposal is deemed to have been made in respect of the Request under paragraph 11.4.4(a).

11.2.3 The Code Administrator shall allocate to each Request a unique reference number.

### **11.3 Form of Request**

11.3.1 Each Request shall:

- (a) be in writing;
- (b) be in the form set out at the website [www.gasgovernance.co.uk](http://www.gasgovernance.co.uk); and
- (c) set out in reasonable detail the nature of the matter which is the subject of the Request.

11.3.2 The Code Administrator may, from time to time, stipulate the form which a Request should take.

### **11.4 Request Procedures**

- 11.4.1 Following the submission of a Request, the Modification Panel may determine:
- (a) that such Request be subject to consideration by a Workgroup with such Terms of Reference, procedures and such timetable as the Modification Panel shall determine; or
  - (b) subject to paragraphs 11.4.4 (a) and (b), the Request shall lapse and in such case the Code Administrator shall notify the person making the Request.
- 11.4.2 Following review by a Workgroup, the Workgroup shall submit a report to the Modification Panel which shall set out or append in full any draft form of Modification Proposal developed by the Workgroup in relation to the Request.
- 11.4.3 Following submission of a report under paragraph 11.4.2, the Modification Panel shall consider the report, and in the event that the Modification Panel does not determine that a further assessment be undertaken by the Workgroup, the Code Administrator shall circulate the report to the person making the Request, all Transporters, all Independent Gas Transporters and all Users and the CDSP.
- 11.4.4 Where the report submitted in accordance with paragraph 11.4.2 contains a recommendation in the form of a draft Modification Proposal and the Modification Panel:
- (a) determines to support such recommendation, a Modification Proposal shall be deemed to have been made by person making the Request and such Modification Proposal shall be dealt with in accordance with paragraph 7.3; or
  - (b) makes no determination, the Workgroup may reconsider and resubmit the report (whether or not containing a new recommendation) for reconsideration by the Modification Panel and paragraph 11.4.3 shall apply.

## **12 GENERAL**

### **12.1 Notices**

Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with these Rules shall be made in accordance with GT Section B5.2.

### **12.2 Non-receipt**

No accidental omission or neglect in sending any document or notice or other communication to, or (other than in the case of any document or notice or other communication submitted by the Transporters or the Code Administrator to the Authority) non-receipt of any document or notice or other communication by, any person shall be capable of invalidating any act or thing done pursuant to these Rules.

### **12.3 Representations**

12.3.1 All representations (and any withdrawal of the same) made by each User, any Independent Gas Transporter or any Transporter or the CDSP pursuant to

these Rules shall be readily identifiable as representations (or, as the case may be, a withdrawal thereof), shall identify the unique reference designation on the Modification Proposal or Request to which they relate and shall be sent to the Secretary at the address of the Code Administrator, for the time being, notified to Users for the purposes of paragraph 12.1.

- 12.3.2 Any Transporter, User, Independent Gas Transporter, Third Party Participant or Non-Code Party or the CDSP may at any time prior to the submission of the Modification Report by notice to the Secretary withdraw any representation made by it, whether made in writing or at a meeting of Users or Non-Code Parties.
- 12.3.3 The Code Administrator shall send to the Authority copies of all representations, but the Code Administrator shall not be required to take account of representations received after the expiry of the period established in accordance with these Rules, or of any representations which in the Code Administrator's reasonable opinion are of no relevance to the subject matter to which they are intended to relate, or from persons who are not likely to be materially affected.
- 12.3.4 In submitting representations pursuant to any provision of these Rules, the person making such submission consents to the publication and circulation of such representations by the Code Administrator for the purposes of these Rules.

#### **12.4 Variation of Modification Proposal**

12.4.1 In the case of a Modification Proposal adopted pursuant to paragraph 6.4, the:

- (a) Transporter(s), Independent Gas Transporter(s) or User(s) adopting the proposal (where that proposal made is in respect of the Uniform Network Code); or
- (b) Relevant Transporter, Independent Gas Transporter or Relevant Shipper adopting the proposal (where that proposal made is in respect of an Individual Network Code),

shall (as the case may be) as it considers appropriate modify that adopted Modification Proposal having regard to better facilitating the achievement of the Relevant Objectives and having had regard to any other matter (including, but without limitation, representations (if any) received (in accordance with these Rules) from each Transporter, Users, Independent Gas Transporters, Non-Code Parties, Third Party Participants, the CDSP and otherwise and the report of the relevant Workgroup and discussions at meetings of the Modification Panel) as appropriate.

#### **12.5 Time periods**

12.5.1 Notwithstanding any time periods specified in these Rules, in respect of any Modification Proposal or Request the Modification Panel may subject to paragraph 12.5.2, from time to time, determine to shorten or lengthen the time period within which any (or all) of the Modification Procedures, Request Procedures or any other procedures is (or are) to be undertaken. If the Modification Panel shall so determine, the Code Administrator shall, so far as consistent with these Rules and the Transporter's Licence, do all acts and things which these Rules specify as acts and things to be done by the Code

Administrator within such shorter or longer period of time so as to give effect to such determination.

- 12.5.2 Notwithstanding any time periods specified in these Rules, in respect of any Modification Proposal which the Authority reasonably considers is necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Cooperation of Energy Regulators, or in respect of any Significant Code Review Modification Proposal, the Authority may, by direction in writing to a Transporter, specify and/or amend the timetable to apply to each stage of such Modification Proposal and/or the implementation date of such Modification Proposal.
- 12.5.3 Where the Authority makes a direction referred to in paragraph 12.5.2 and such direction specifies:
- (a) a timetable in respect of all of the steps specified in these Rules as applying to such Modification Proposal, the Modification Proposal shall progress in accordance with the timetable specified in such direction (and not the timetable set out in these Rules);
  - (b) a timetable in respect of some (but not all) of the steps specified in these Rules as applying to such Modification Proposal (and does not direct that the steps in respect of which no timetable is directed are not to apply to such Modification Proposal), then such Modification Proposal shall proceed on the basis of the timetable specified in the direction (in respect of the steps specified in the direction) and the timetable set out in these Rules (in respect of all other steps specified in these Rules as applying to such Modification Proposal);
  - (c) an implementation date in respect of such Modification Proposal but specifies no timetable to apply to such Modification Proposal in relation to these Rules, then the Transporter to whom the direction is made by the Authority shall notify the Secretary of the timetable that the Transporter reasonably believes ought to apply to such Modification Proposal in order to achieve the directed implementation date, and such notified timetable shall apply for the purposes of these Rules in relation to such Modification Proposal.
- 12.5.4 Until such time as the Authority makes a direction referred to in paragraph 12.5.2, the Modification Proposal shall proceed in accordance with the Modification Procedures.

## **12.6 Consequences of the Rules and Confidentiality**

- 12.6.1 These Rules shall not give rise to or impose any duty, obligations or rights (whether in contract, tort, trust or otherwise) pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code on any person that is treated as being, for the time being, a User and shall not give rise to any action or claim or liability (whether in contract, tort (including, but without limitation, negligence), for breach of trust or otherwise) against any such person pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code.
- 12.6.2 These Rules shall not give rise to or impose any duty, obligation (other than pursuant to a Transporter's Licence) or right (whether in contract, tort, trust or

otherwise) and consequently shall not give rise to any action or claim or liability pursuant to, in relation to, in respect of or in connection with these Rules.

- 12.6.3 Without prejudice to the generality of paragraph 12.6.2, no Member, individual in any Workgroup shall be liable (in whatever capacity) and no employer of any such person shall be vicariously liable for any act or thing done or omitted to be done pursuant to, in relation to, in respect of or in connection with these Rules.
- 12.6.4 Without prejudice to the generality of paragraph 12.6.2, no act or thing done or omitted to be done by a Transporter, an Independent Gas Transporter, the Code Administrator or any User (or any employee, director or agent of a Transporter, an Independent Gas Transporter the Code Administrator or any User) pursuant to, in relation to, in respect of or in connection with these Rules shall give rise to any action or claim or liability by any User or Non-Code Party against a Transporter, the Code Administrator (or any such employee, director or agent of a Transporter, the Code Administrator) or by any other User, Non-Code Party, Independent Gas Transporter or a Transporter, the Code Administrator against such User (or any such employee, director or agent of such User).
- 12.6.5 Nothing in or arising as a consequence of these Rules is intended in any way to limit or negate the ability for the time being of any User, Transporter, Independent Gas Transporters or the Code Administrator to seek to discuss any issue or matter with the Authority or to give rise to any consequence in respect of any contractual relationship (other than pursuant to a Modification) which may, from time to time, exist between any User and Transporter.
- 12.6.6 Save where expressly stated otherwise, nothing in these Rules shall oblige or impose any duty on any User, Transporter, Independent Gas Transporter or the Code Administrator to provide or make available any information.
- 12.6.7 Any person who provides any information for the purposes of or pursuant to these Rules may require that such information may only be made available subject to such confidentiality undertakings as such person may require.

## **12.7 Disapplication of these Rules**

- 12.7.1 In respect of any Modification Proposal or Request if the Code Administrator considers it would be appropriate to disapply any of these Rules the Secretary shall notify each Member, each Transporter and each User, each Independent Gas Transporter, each Third Party Participant and each Non-Code Party (if any) and the CDSP and in that notice specify which paragraphs of these Rules the Code Administrator considers it would be appropriate to disapply and explaining why and invite each Transporter, Users, Independent Gas Transporters, Third Party Participants and Non-Code Parties (if any) and the CDSP to make representations within ten (10) Business Days following the date of such invitation in respect of the proposed disapplication. The Code Administrator shall within the three (3) Business Days following the expiry of such ten (10) Business Days send to each Member and the Authority copies of all representations (if any) so received.
- 12.7.2 The Modification Panel shall, subject to paragraph 5.3.1, at the next following meeting of the Modification Panel consider the representations (if any) received (in accordance with this paragraph 12.7.1) from Transporters, Users,

Independent Gas Transporters, Third Party Participants and Non-Code Parties (if any) and the CDSF, and the Modification Panel may determine that it is appropriate to disapply any of the paragraphs of these Rules specified in the relevant notice. If the Modification Panel shall so determine the paragraphs of these Rules specified in the relevant notice shall, if the Authority agrees, be disapplied.

## **12.8 View**

- 12.8.1 The Code Administrator may decide to seek a View from the Authority on any matter arising (under these Rules or otherwise) from a Modification Proposal that is not a Self-Governance Modification Proposal at any stage prior to the date on which the Code Administrator finalises the Modification Report.
- 12.8.2 If the Code Administrator decides to seek a View pursuant to paragraph 12.8.1, the Secretary shall:
- (a) forward an application to the Authority setting out the Code Administrator's views and reasons for seeking a View from the Authority;
  - (b) if the Modification Panel shall so determine, suspend (in whole or in part) the consideration of the Modification Proposal by any Workgroup; and
  - (c) notify each Transporter, each User, each Independent Gas Transporter and each Non-Code Party (if any) of such decision to seek a View.
- 12.8.3 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority expresses the View that the Modification Proposal should not proceed, the Modification Proposal shall lapse and the Code Administrator shall within the five (5) Business Days following receipt by the Code Administrator of the View prepare and circulate notification of such lapse.
- 12.8.4 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority shall not express any View as to how the Modification Proposal should proceed or expresses the View that the Modification Proposal should proceed to Workgroup Assessment, the Modification Proposal shall proceed to Workgroup Assessment.
- 12.8.5 If the Authority expresses any other view, the Modification Proposal shall proceed in accordance with such view.

## **12.9 Terms of reference**

- 12.9.1 The Terms of Reference for each Modification Proposal referred to a Workgroup shall:
- (a) detail the Modification Proposal;
    - (i) detail the work to be undertaken by the Workgroup, to enable the Workgroup to prepare its report; and
    - (ii) specify any matters, in addition to those referred to in the Code of Practice, which the Workgroup, should address in its report;
  - (b) detail other matters (if any) to be considered or reviewed by the

Workgroup;

- (c) state whether the Workgroup, should consult with any other person for the purposes of its report, and if so, detail the extent to which and identify which person (or persons) it should consult with, but this shall not require the Code Administrator to engage or remunerate any person so consulted;
- (d) set a timetable in accordance with which the work of the Workgroup is to be done and its report prepared; and
- (e) specify that the Workgroup, is to comment upon any legal text of the Modification, provided to the Workgroup pursuant to paragraph 9.6.

12.9.2 Unless the Modification Panel shall otherwise determine, the timetable referred to in paragraph 12.9.1(d) shall consist of a period of up to six (6) months. Where the Modification Panel determines that such timetable should be extended so that it exceeds a period of six (6) months in aggregate, it shall notify the Authority and the timetable shall be so extended unless the Authority objects. Where the Authority objects to such extension, the Modification Panel shall make a determination under paragraph 7.2.3 in respect of the relevant Modification Proposal at the next meeting of the Modification Panel.

12.9.3 The Modification Panel may, from time to time, determine:

- (a) to change the Terms of Reference of any Workgroup; or
- (b) if the Terms of Reference of the relevant Workgroup so anticipate, that the Workgroup should undertake new or further work or consider new matters (whether or not related to any earlier work undertaken by that Workgroup).

## **12.10 NTS Charging Methodology Forum**

The Transporters shall ensure the NTS Charging Methodology Forum meets on a regular basis, for which purpose the Transporters shall convene a meeting of such forum by notice to its representatives at least once every three (3) months unless there is no matter for the NTS Charging Methodology Forum to discuss.

## **12.11 DN Charging Methodology Forum**

The Transporters shall ensure the DN Charging Methodology Forum meets on a regular basis, for which purpose the Transporters shall convene a meeting of such forum by notice to its representatives at least once every three (3) months unless there is no matter for the DN Charging Methodology Forum to discuss.

## **12.12 Interaction with DSC and CDSP**

12.12.1 The Code Administrator, the Modification Panel and each Workgroup shall have the functions respectively assigned to them in connection with the DSC in the Change Management Procedures.

12.12.2 In connection with the Modification Procedures the CDSP and the DSC Change Committee shall have the functions respectively assigned to them these Modification Rules. Without limitation the CDSP shall participate in each Workgroup (unless authorised not to do so by the Modification Panel),



and shall attend any meeting of the Modification Panel if requested to do so.

- 12.12.3 The CDSP shall at all times nominate one or more persons authorised on behalf of the CDSP to liaise with, and represent the CDSP in communicating with, the Code Administrator, Modification Panel and any Workgroup for the purposes of the Modification Procedures.
- 12.12.4 Pursuant to the Modification Procedures the CDSP is entitled to make representations in respect of Modification Proposals but it is understood that the CDSP will usually make representations only in respect of a Modification to amend the DSC.
- 12.12.5 Where a Modification Proposal to amend the DSC is proposed to be treated as a Self-Governance Modification Proposal, if the CDSP considers that the Modification Proposal raises issues (including any change in the level of risk or liability of the CDSP) which merit consideration by the Authority, the CDSP may make representations to that effect for the purposes of the Authority's decision under paragraph 6.6.3.

### **13 APPEAL PROCEDURES**

- 13.1 No later than fifteen (15) Business Days after the Self-Governance Modification Proposal Determination Date, a User, Transporter, Independent Gas Transporter, Materially Affected Party (if any) or Third Party Participant may make an Appeal by giving written notice of the Appeal to the Secretary, such notice to identify the Self-Governance Modification Proposal which is the subject of the Appeal, any representations which the Appealing Party wishes to make in support of the Appeal and evidence supporting the Appealing Party's view that it will be unfairly prejudiced by the modification proposed in the relevant Self-Governance Modification Proposal.
- 13.2 Subject to the Appeal being made within the period referred to in paragraph 13.1, the Secretary shall, on receipt of a notice under paragraph 13.1 notify each Transporter, User, Independent Gas Transporter, Member, Third Party Participant and Non-Code Party (if any) and the CDSP and the Authority that an Appeal has been made and the Secretary shall put discussion of the Appeal on the Agenda of the next meeting of the Modification Panel which shall (subject to paragraphs 5.4.1 and 5.4.2) be convened pursuant to paragraph 5.3.1.
- 13.3 The Modification Panel shall decide, at the meeting referred to in paragraph 13.2, whether to confirm or reverse its determination under paragraph 9.3.10(a) having regard to any representations made by the Appealing Party in support of the Appeal.
- 13.4 The Modification Panel shall, upon deciding whether to confirm or reverse its determination under paragraph 9.3.10(a), notify the Secretary and the Appealing Party of its decision as soon as reasonably practicable following receipt of the Appeal, and where the Modification Panel:
- (a) confirms its determination under paragraph 9.3.10(a), the Code Administrator shall notify each Transporter, User, Independent Gas Transporter, Member, Third Party Participant and Non-Code Party (if any) and the CDSP and the Authority of the Modification Panel's confirmation of its determination and send each such person an implementation or (as the case may be) non-implementation notice

- under paragraph 9.3.10(a) confirming the implementation or (as the case may be) non-implementation of the proposal;
- (b) reverses its determination under paragraph 9.3.10(a), the Code Administrator shall notify each Transporter, Independent Gas Transporter, User, Member, Third Party Participant and Non-Code Party (if any) and the CDSP and the Authority of the Modification Panel's determination and send each such person an implementation or (as the case may be) non-implementation notice, which shall have effect in place of the implementation or (as the case may be) non-implementation notice issued pursuant to the Modification Panel's initial determination under paragraph 9.3.10(a).
- 13.5 The Appealing Party may no later than fifteen (15) Business Days after the Self-Governance Modification Proposal Determination Date make an appeal to the Authority; such appeal to identify the Self-Governance Modification Proposal which is the subject of the appeal and include any representations which the Appealing Party wishes to make in support of the appeal.
- 13.6 If the Authority determines the Authority Appeal satisfies the Appeal Criteria, the Authority may consider the Authority Appeal having regard (without limitation) to:
- (a) the Self-Governance Modification Proposal;
- (b) the final Modification Report in respect of the Self-Governance Modification Proposal;
- (c) any representations made by the Appealing Party in support of the Authority Appeal; and
- (d) the determination made by the Modification Panel under paragraph 13.4(a).
- 13.7 Following such determination in accordance with paragraph 13.6, the Authority may:
- (a) confirm the Modification Panel's determination under paragraph 13.4(a); or
- (b) quash the Modification Panel's determination under paragraph 13.4(a) and rule that the Modification Panel's determination should have no further effect for the purposes of these Modification Rules.
- 13.8 The Authority shall notify the Secretary and the Appealing Party of its decision under paragraph 13.7 in respect of the Authority Appeal as soon as reasonably practicable following receipt of the Authority Appeal, and the decision of the Authority shall be final and binding.
- 13.9 Where paragraph 13.7(b) applies the Authority may:
- (a) remit the Self-Governance Modification Proposal which is the subject of the Modification Panel's quashed determination under paragraph 13.4(a) back to the Modification Panel for reconsideration and re-determination; or
- (b) determine that the proposed modification to the Uniform Network Code and/or Individual Network Code should be made; or
- (c) determine that the proposed modification to the Uniform Network Code and/or Individual Network Code should not be made; and

in the case of paragraphs 13.9(b) and (c), for the purposes of Standard Licence Condition A11(15F)(b), the Modification Panel's determination under paragraph 13.4(a) shall be treated as the final Modification Report submitted to the Authority under paragraphs 9.3.3 and 9.3.4 and as a recommendation as to whether or not a Modification Proposal should be implemented.

13.10 Where the Authority:

- (a) confirms the Modification Panel's determination under paragraph 13.4(a), the Secretary shall notify each Transporter, User, Independent Gas Transporter, Member, Third Party Participant and Non-Code Party (if any) and the CDSP of the Authority's confirmation of the Modification Panel's determination under paragraph 13.4(a) confirming the implementation or (as the case may be) non-implementation of the proposal;
- (b) quashes the Modification Panel's determination under paragraph 13.4(a), the Secretary shall notify each Transporter, User, Independent Gas Transporter, Member, Third Party Participant and Non-Code Party (if any) and the CDSP of the Authority's decision and send each such person an implementation notice or (as the case may be) non-implementation notice, which shall have effect in place of the Modification Panel's determination under paragraph 13.4(a);

13.11 Where the Secretary, under paragraph 13.9(a) gives notice of the Authority's confirmation of the Modification Panel's determination under paragraph 13.4(a) confirming the implementation of a proposal or under paragraph 13.9(b) sends an implementation notice, paragraph 9.7.1 shall apply.

## **14 ANNUAL MODIFICATION PANEL REPORT**

- 14.1 Every year, the Panel Chairperson shall prepare and present to the Modification Panel and UNC Committee an Annual Modification Panel Report.
- 14.2 Before completing the Annual Modification Panel Report, the Panel Chairperson should seek the opinions of the Modification Panel and the UNC Committee on how to ensure the efficient and effective operation of the Modification Panel and UNC Committee.
- 14.3 The Annual Modification Panel Report should include recommendations as to how to improve the efficient and effective operation of the Modification Panel and UNC Committee.
- 14.4 The Code Administrator shall provide administrative support to the Panel Chairperson for the purposes of preparing the Annual Modification Panel Report, including providing access to all relevant processes and performance management information.
- 14.5 A draft Annual Modification Panel Report will be submitted to the Modification Panel and UNC Committee for consideration.
- 14.6 The Annual Modification Panel Report will be provided to the Modification Panel and UNC Committee and the Code Administrator will publish it on its website as soon as reasonably practicable following its completion every year.

## **15 CROSS-CODE CHANGE**

- 15.1 For the purposes of this paragraph 15:
- (a) and in relation to each other Energy Code:
    - (i) **“decision date”** means the date on which the relevant EC body rejects a EC change proposal or approves or rejects an appeal in respect of an SG change proposal;
    - (ii) **“EC change proposal”** is a change, amendment or modification proposal to the other Energy Code;
    - (iii) **“relevant EC body”** is the body which determines whether to approve or reject an EC change proposal or an appeal of an SG change proposal; and
    - (iv) **“SG change proposal”** means an EC change proposal equivalent to a Self-Governance Modification Proposal;
  - (b) **“relevant code”** is the Energy Code in which primary governance over a relevant communication and/or data item resides; and
  - (c) **“relevant communication and/or data item”** is:
    - (i) a communication between parties to, and for the purposes of, different Energy Codes;
    - (ii) a data item originating under an Energy Code which is identified in the ‘Energy Market Data Specification’ document (comprised in the Retail Energy Code).
- 15.2 The Modification Panel shall (in such manner as the Modification Panel may from time to time determine) appoint one or more persons to act as a Code representative on the Cross-Code Steering Group, and the Modification Panel shall ensure each such person has the required knowledge and experience to participate in and contribute to the work of the Cross-Code Steering Group.
- 15.3 Where the Cross-Code Steering Group determines in relation to a Cross-Code Change the Code is the principal Energy Code:
- (a) the Modification Proposal will proceed in accordance with these Modification Rules;
  - (b) the Code Administrator will co-operate with the code administrator (or equivalent) of each subsidiary Energy Code for the purposes of co-ordinating and aligning the process and timetable for each subsidiary change proposal with the process and timetable for the Modification Proposal;
  - (c) in the event:
    - (i) the Modification Proposal is approved by the Modification Panel; and
    - (ii) a subsidiary change proposal is not approved by the relevant EC body,paragraph 15.4 shall apply.
- 15.4 Where this paragraph 15.4 applies:
- (a) the Modification Panel may no later than 30 (thirty) days following the decision date (or where there is more than one subsidiary change proposal, the latest decision date) refer the Modification Proposal and

each subsidiary change proposal to the Authority, seeking a determination of the Authority on whether the Modification Proposal and each subsidiary change proposal should be implemented or not:

- (b) where the Modification Proposal is a Self-Governance Modification Proposal, and notwithstanding the Modification Panel's earlier determination, the modification of the Code shall be conditional on the determination of the Authority referred to in paragraph (a) to implement the Self-Governance Modification Proposal (and each other subsidiary change proposal).

15.5 Where the Cross-Code Steering Group determines in relation to a Cross-Code Change the Code is a subsidiary Energy Code:

- (a) the Modification Proposal will proceed in accordance with these Modification Rules;
- (b) the Code Administrator will co-operate with the code administrator (or equivalent) of the principal Energy Code for the purposes of co-ordinating and aligning the process and timetable for the Modification Proposal with the process and timetable for the principal change proposal;
- (c) in the event:
  - (i) the Modification Proposal is approved by the Modification Panel; and
  - (ii) the principal change proposal is not approved by the relevant EC body,

where the Modification Proposal is a Self-Governance Modification Proposal it shall, notwithstanding paragraphs 9.3 and 9.7, not be implemented and no modification shall be made to the Code.

- (d) in the event:
  - (i) the principal change proposal is approved by the relevant EC body;
  - (ii) the Modification Proposal is not approved by the Modification Panel and the relevant EC body refers the principal change proposal and each subsidiary change proposal (including the Modification Proposal) to the Authority in accordance with the relevant Code; and
  - (iii) following a referral by the relevant EC body to the Authority under paragraph (ii) the Authority determines the Modification Proposal (together with the principal change proposal and each subsidiary change proposal) should be implemented,

the Modification Proposal shall be implemented and a modification made to the Code.

15.6 In addition to the persons referred to in paragraph 6.6.1 the REC Code Manager and the Code Administrator may make a Modification Proposal (provided it is a subsidiary change proposal) in respect of the Uniform Network Code in connection with a Cross-Code Change.

15.7 The Code Administrator will co-operate with the REC Code Manager to

ensure each relevant communication and/or data item in respect of which the Code is the relevant code are identified in the 'Energy Market Data Specification' document (comprised in the Retail Energy Code).



## UNIFORM NETWORK CODE – GENERAL TERMS

### SECTION A - DISPUTE RESOLUTION

#### 1 GENERAL

##### 1.1 Introduction

1.1.1 This Section A provides for the resolution of certain disputes between the Parties.

1.1.2 For the purposes of this Section A:

- (a) a "**dispute**" is any dispute or difference arising between the Parties under or in connection with the Code, the Framework Agreement, any Ancillary Agreement or any Supplemental Agreement;
- (b) in respect of any dispute "**parties**" means the Transporter(s) and/or the User(s) party to such dispute, and "**party**" shall be construed accordingly.

##### 1.2 Expert determination

1.2.1 For the purposes of the Code "**Expert Determination**" means the determination of an expert pursuant to paragraph 2.

1.2.2 Where the Code or any Ancillary Agreement provides or the parties have agreed that a dispute is to be referred to or resolved by Expert Determination:

- (a) paragraph 2 shall apply; and
- (b) subject to paragraph 1.4, no party shall commence proceedings in any court in respect of or otherwise in connection with such dispute.

##### 1.3 Mediation

The parties may agree to refer any dispute (including such a dispute as is referred to in paragraph 1.2) to mediation in accordance with paragraph 3.

##### 1.4 Interlocutory relief

Nothing in this Section A shall prevent any party from seeking interim or interlocutory relief in any court.

##### 1.5 Communications

1.5.1 Except where otherwise provided in this Section A, any notice, submission, statement or other communication relating to any dispute to be given pursuant to this Section A by or to any party, an expert, a mediator, the disputes secretary or a User shall be in writing.

1.5.2 No such notice, submission, statement or communication shall be given as a UK Link Communication.

1.5.3 Where two or more Users are parties to a dispute any such notice, submission, statement or communication to be given by them may be given by them jointly (and any reference



to the party or parties by whom and to whom it is to be given shall be construed accordingly).

- 1.5.4 For the purposes of any limit under this Section A on the length of any submission or statement or any attachments thereto a "**page**" is a single-sided A4 sheet which may contain single spaced type in a normal font size.

## **1.6 Disputes secretary**

- 1.6.1 The Transporters shall designate a person as secretary ("**disputes secretary**") for the administrative purposes provided in this Section A, and may from time to time change the person designated as disputes secretary.
- 1.6.2 The Transporters shall keep each User informed of the identity of the disputes secretary for the time being.
- 1.6.3 The disputes secretary shall not represent any Transporter in any dispute under this Section A.

## **1.7 DNO Users**

In this Section A references to Users include DNO Users.

## **1.8 Trader User**

In this Section A references to Users include Trader Users.

## **2 EXPERT DETERMINATION**

### **2.1 Introduction**

- 2.1.1 A dispute which is to be referred to or resolved by Expert Determination shall be determined by an individual appointed as expert in accordance with this paragraph 2.
- 2.1.2 In this paragraph 2 a "**listed expert**" is an individual whose name is for the time being on the list of experts maintained under paragraph 2.10.
- 2.1.3 No person shall be nominated as a proposed expert under paragraph 2.2.2 or 2.2.3 or as a listed expert under paragraph 2.10 unless that person has the requisite qualifications to resolve a dispute referable under the Code to Expert Determination by virtue of their education, experience and training.

### **2.2 Initial notice and selection of expert**

- 2.2.1 Any party to a dispute which is to be resolved by or referred to Expert Determination may give notice of the dispute in accordance with paragraph 2.2.2.
- 2.2.2 The notice shall be given to each other party and shall:
- (a) provide brief details of the issues to be resolved; and
  - (b) nominate four persons as proposed experts (who may but need not be listed experts).

- 2.2.3 Within 5 Business Days after any notice under paragraph 2.2.1 was given, each party (other than the party giving such notice) shall by notice to each other party nominate four persons as proposed experts (who may but need not be listed experts).
- 2.2.4 The parties shall endeavour within 10 Business Days after the notice under paragraph 2.2.1 was given to agree upon the selection of an expert, and may meet for this purpose.
- 2.2.5 If within 10 Business Days after the notice under paragraph 2.2.1 was given the parties shall not have agreed upon the selection of an expert, each shall within a further 5 Business Days give to the others a notice ("**preference notice**") specifying the names of seven listed experts in order of preference and assigning to each a number ("**preference number**") from 7 (the most preferred) to 1 (the least preferred), and paragraphs 2.2.6 to 2.2.9 (as applicable) shall apply.
- 2.2.6 In the case of a dispute between a Transporter and any User(s):
- (a) where only one User is a party, or all Users who are parties have submitted a preference notice jointly (in accordance with paragraph 1.5.3), the listed expert whose name appears in both preference notices, or if more than one appears the preferred listed expert (in accordance with paragraph 1.1.1(a)), shall be selected;
  - (b) where more than one User is party and they do not submit a preference notice jointly:
    - (i) if the name of a listed expert appears in all of the preference notices (including the Transporter's) they shall be selected, and if there is more than one the preferred listed expert shall be selected;
    - (ii) otherwise a list of listed experts shall be established from such Users' preference notices, comprising the seven listed experts with the greatest aggregate preference numbers, in order of aggregate preference number, and such list shall be treated for the purpose of paragraph (a) a preference notice submitted jointly by all such Users (each such listed expert being treated as having a preference number from 7 to 1 assigned to them).
- 2.2.7 In the case of a dispute between Transporters, the preferred listed expert (in accordance with paragraph 1.1.1(a)), shall be selected.
- 2.2.8 For the purposes of paragraphs 2.2.7.
- (a) "**preferred listed expert**" means the listed expert with the greatest aggregate preference number;
  - (b) a listed expert's "**aggregate preference number**" is the aggregate of:
    - (i) for the purposes of paragraph 2.2.6(a) and 2.2.7, the preference numbers assigned to them under each preference notice (including where relevant a deemed joint preference notice under paragraph 2.2.6(b)(ii));
    - (ii) for the purposes of paragraph 2.2.6(b)(i), the sum of (1) the preference numbers assigned to them under Users' preference notices divided by the number of Users' preference notices, and (2) the preference number

assigned to them under the Transporter's preference notice;

- (iii) for the purposes of paragraph 2.2.6(b)(ii), the preference numbers assigned to them under each User's preference notice;
- (iv) where two or more experts have the same aggregate preference number they shall be ranked in the order in which their names appear in the list of experts maintained under paragraph 2.10.

2.2.9 At the request of any party, all parties shall submit a copy of their preference notices to the disputes secretary who shall ascertain and inform the parties of the selected expert in accordance with paragraphs 2.2.6 or (a).

### **2.3 Appointment of the Expert**

2.3.1 Upon the selection under paragraph 2.2 or 2.2.3 of an expert, the parties shall forthwith notify the expert selected of their selection and request them to confirm within 5 Business Days whether or not they are willing and able to accept the appointment.

2.3.2 The notification to the expert shall include the following:

- (a) the names of the parties and a summary of the dispute;
- (b) a request that the expert provides the confirmation required under paragraph 2.6;
- (c) a request for confirmation of the expert's scale of fees;
- (d) a statement that the expert's fees and expenses will be paid as provided in paragraph 2.8;
- (e) a statement that the information disclosed in the notification is confidential and that it should not be disclosed, copied or revealed whether the appointment is accepted or not;
- (f) a copy of this paragraph 2; and
- (g) a request for confirmation that the expert is able and willing to act in accordance with the procedure set out herein.

2.3.3 If the selected expert is unwilling or unable to accept the appointment, or shall not have confirmed their willingness and ability to accept such appointment within the period required under paragraph 2.3.1, or the amount of their remuneration or terms of their appointment are not agreed within the period required under paragraph 2.3.4, the parties shall endeavour to agree upon the selection of another expert within 3 Business Days, failing which another expert shall be selected in accordance with paragraphs 2.2.5 to 2.2.9.

2.3.4 The parties shall use their best endeavours to ensure that the terms of the contract of appointment of the expert are agreed with them within 10 Business Days following the expert's confirmation of ability and willingness to act, and agree that if the parties are unable to agree with the expert the amount of their remuneration or any other terms of his appointment then:

- (a) if one or more of the parties is willing to agree what the expert proposes, such

amount or terms shall be determined by the President for the time being of the Law Society whose decision shall be final and binding on the parties to the dispute and whose costs of such reference shall be borne by the parties to the dispute equally;

- (b) if none of the parties is willing to agree what the expert proposes, or the expert is not willing to agree what is determined pursuant to paragraph (a), another expert shall be selected in accordance with paragraph 2.3.3.

2.3.5 The expert shall be an independent contractor and the relationship of the parties and the expert shall in no event be construed to be that of principal and agent or master and servant.

2.3.6 The expert shall not act as an arbitrator (and accordingly the provisions of the Arbitration Acts 1950-1979 shall not apply) nor as mediator.

## **2.4 Timetable and Procedure**

2.4.1 No later than 5 Business Days following their appointment, the expert shall by giving reasonable notice to each party convene a meeting with the parties at which the expert shall raise any matters upon which they requires clarification and discuss with the parties any additional procedural requirements the expert or the parties may have.

2.4.2 The parties shall, not later than 10 Business Days after the appointment of the expert, submit to the expert and to each other party written submissions of not more than 10 pages in length together with all supporting documentation, information and data which they wish to submit in respect of the dispute; and the parties may also submit a statement of facts which they have agreed between themselves to the expert.

2.4.3 Each party may, not later than 20 Business Days after the appointment of the expert, submit to the expert and each other party written submissions of not more than 10 pages in length, together with any additional supporting documentation, information and data, in reply to the submissions made under paragraph 2.4.2.

2.4.4 The expert shall disregard any documentation, information, data or submissions supplied or made (other than pursuant to paragraph 2.4.9) by any party later than 20 Business Days after their appointment unless the same are provided in response to a request from the expert.

2.4.5 If the expert shall wish to obtain independent professional and/or technical advice in connection with the dispute:

- (a) they shall first provide the parties with details of the name, organisation and estimated fees of the professional or technical adviser; and
- (b) they may engage such adviser with the consent of the parties (which consent shall not be unreasonably withheld) for the purposes of obtaining such professional and/or technical advice as they may reasonably require.

2.4.6 The expert may at their discretion and at any time request information from any of the parties orally but shall only do so in the presence of the other parties.

2.4.7 At any time after the period referred to in paragraph 2.4.3 expires, with the written

consent of the parties, the expert may (but shall not be required to) convene a hearing upon giving the parties reasonable notice.

- 2.4.8 The expert shall provide a draft of their determination, which shall be a report in writing giving reasons for the determination, to the parties not later than 35 Business Days following the expert's appointment.
- 2.4.9 Each party may, within 10 Business Days following delivery of the draft determination, submit to the expert any documentation, information, data, submissions or comments not exceeding 5 pages in length on or in respect of the draft determination.
- 2.4.10 The expert shall submit their final determination, which shall be a report in writing giving reasons for their determination of the dispute, to the parties not later than 50 Business Days following the expert's appointment.
- 2.4.11 If the expert fails to submit the final determination by the time required under paragraph 2.4.10, at the request of any party another expert may be appointed in accordance with the provisions of this paragraph 2 and the appointment of the previous expert shall cease unless, before the appointment of the new expert, the previous expert shall have submitted their final determination hereunder, in which case the new expert shall be forthwith informed that their services will not be required.

## **2.5 Effect of determination**

- 2.5.1 The expert's final determination shall (unless given after the appointment of another expert under paragraph 2.4.11) be final and binding on the parties except in the event of fraud or where it is so clearly erroneous on its face that it would be unconscionable for it to stand, in which case another expert may be appointed in accordance with the provisions of this paragraph 2.
- 2.5.2 Except as provided in paragraph 2.5.1, no party shall commence proceedings in respect of or refer to any court any finding by the expert, whether made at any time after the expert's appointment or in his determination, as to the dispute or the construction of or otherwise in respect of the Code, a Framework Agreement or any Ancillary Agreement.

## **2.6 Conflict of interests**

- 2.6.1 The expert shall confirm to the parties before the expert's appointment that they do not hold any interest or duty which would or potentially would conflict with the performance of their duties under their contract with the parties.
- 2.6.2 If after their appointment the expert becomes aware of any interest or duty which conflicts or potentially conflicts with the performance of their duties under their contract with the parties, the expert shall inform the parties forthwith of such conflict giving full details thereof.
- 2.6.3 Any party may within 5 Business Days of the disclosure of any such conflict or potential conflict object to the appointment or continued appointment of an expert, in which case the expert shall not be or shall cease to be appointed and a new expert shall be selected and appointed in accordance with this paragraph 2 (and the rejected expert shall not be nominated for such selection).

## **2.7 Confidentiality**

- 2.7.1 The parties and the expert shall keep the fact that the Expert Determination is taking place and its outcome confidential.
- 2.7.2 All documentation, information, data, submissions and comments disclosed or delivered whether in writing or otherwise by any party to the expert or to any other party either in connection with or in consequence of the appointment of the expert shall be regarded and treated as confidential; and the expert and the parties shall not disclose any or all of the documentation, information, data, submissions and comments including the contents and copies thereof in any form except in connection with any proceedings in any court which a party is not prohibited under this Section A from commencing.

## **2.8 Costs**

- 2.8.1 Each party shall bear its own costs including without limitation costs of providing documentation, information, data, submissions or comments under this paragraph 2 and all costs and expenses of all witnesses and other persons retained by it.
- 2.8.2 The expert shall provide the parties with a breakdown of:
- (a) their fees; and
  - (b) their reasonable expenses, including the fees of and reasonable expenses incurred by any technical or professional advisers.
- 2.8.3 The expert's fees and expenses under paragraph 2.8.2 shall be payable by the parties in equal amounts, unless the expert (having regard to the conduct of the parties with respect to the dispute in question) shall direct in their final determination that such costs and expenses should be borne by one or some only of the parties, in which case the parties shall pay such fees and expenses in accordance with such direction.
- 2.8.4 If the terms of the expert's appointment provide for the payment of their fees and expenses before the delivery of the final determination, the parties shall pay such fees and expenses in equal amounts, and shall make adjustment payments inter se following any such direction as is referred to in paragraph 2.8.3.

## **2.9 Miscellaneous**

The expert shall not be held liable for any act or omission unless it shall be shown that the expert has acted fraudulently or in bad faith.

## **2.10 List of Experts**

- 2.10.1 The disputes secretary shall maintain a list of experts comprising (except in the case of any casual vacancy) 12 persons available to act as experts in accordance with paragraph 2.10.2 and listed in alphabetical order by surname.
- 2.10.2 The listed experts shall be such persons as the Uniform Network Code Committee (identifying 6 such persons being treated as nominated by the Transporters and 6 by Users) shall by panel majority nominate.
- 2.10.3 In default of such nomination by the Uniform Network Code Committee, the list shall comprise:

- (a) 6 persons nominated by the Transporters; and
- (b) 6 persons nominated by Users (not being persons appointed by the Transporters under paragraph (a)) in accordance with paragraph 2.10.4.

2.10.4 Where Users are to nominate a person or persons under this paragraph 2.10:

- (a) the disputes secretary shall invite each User to nominate (by notice in writing to the disputes secretary) up to three persons;
- (b) the persons placed on the list shall be the six persons (or for the purposes of paragraph 1.1.1(c) the person) whose name(s) appear most frequently in all Users' nominations;
- (c) the disputes secretary shall determine and inform Users of reasonable procedures and time periods for the implementation of this paragraph 2.10.4.

2.10.5 No person shall be nominated as expert under this paragraph 2.10 unless they have first confirmed in writing to the disputes secretary that they accept their nomination.

2.10.6 If any listed expert indicates that they no longer wish to be included in the list they shall be removed from the list and replaced by a person nominated:

- (a) by panel majority of the Uniform Network Code Committee at either of its next following meetings; or
- (b) where they were nominated or treated as nominated by the Transporters, by the Transporters; or
- (c) where they were nominated or treated as nominated by Users, by the application of paragraph 2.10.4 (but so as to refer to 1 and not 6 persons).

2.10.7 At intervals of approximately 5 years the Uniform Network Code Committee shall review the list of experts, and unless it shall by panel majority decide otherwise the list shall be cancelled and a new list established in accordance this paragraph 2.10 (but so that any of the former listed experts may be renominated).

### **3 MEDIATION**

#### **3.1 Introduction**

3.1.1 A dispute which is to be referred to mediation shall be referred to a single mediator who shall explore the interests of the parties to the dispute and encourage the parties to resolve the dispute in light of such interests.

#### **3.2 Appointment of mediator**

3.2.1 Within 5 Business Days after agreeing to refer a dispute to mediation the parties shall meet and use their best endeavours to agree upon a person to act as mediator, unless they have agreed upon a mediator when agreeing so to refer the dispute.

3.2.2 Where the parties agree upon a mediator they shall request such person to accept appointment as mediator, and shall use all reasonable endeavours to agree (between

themselves and with the mediator) upon the terms of their appointment.

- 3.2.3 A person shall be treated as appointed as a mediator for the purposes of this paragraph 3 when they have confirmed their acceptance to act as mediator in accordance herewith.

### **3.3 Procedure and timetable**

- 3.3.1 Within 5 Business Days following their appointment, the mediator shall require each party to provide them with a written summary of the dispute, which written summary shall not exceed 5 pages.
- 3.3.2 The mediator may in their discretion:
- (a) request any party to provide them with copies of any documentation or information which the mediator believes will assist to explain any such summary; and
  - (b) provide any such written summary and/or any information or copy documentation received under paragraph (a) to the other party(ies) to the dispute.
- 3.3.3 Within 10 Business Days following their appointment, the mediator shall contact the parties and shall arrange to meet them.
- 3.3.4 Each party shall attend the meeting with the mediator with a maximum of three representatives, one of whom shall be a person with decision making authority in relation to the subject matter of the dispute and one of whom may be the legal adviser of that party.
- 3.3.5 No additional persons shall attend without the prior written consent of the mediator.
- 3.3.6 The mediator may convene more than one meeting with the parties but shall not convene any meetings later than 40 Business Days following their appointment, unless the parties agree otherwise.
- 3.3.7 The mediator may at their discretion meet each party on their own whether during a meeting attended by the other parties or otherwise, but they shall not disclose to any other party matters disclosed to the mediator in such circumstances without the consent of the disclosing party.
- 3.3.8 At any meeting attended by the parties, the mediator may require each party to make a brief presentation of its case and the mediator may also require the other parties to reply to another party's presentation.
- 3.3.9 The mediator shall not act as an arbitrator (and accordingly the provisions of the Arbitration Acts shall not apply).

### **3.4 Result of mediation**

- 3.4.1 The mediator shall encourage the parties to resolve the dispute by agreement and may also discuss informally with any party their own views as to the merits of the dispute.
- 3.4.2 If the dispute remains unresolved 45 Business Days after the mediator's appointment the



mediator shall, if so requested by any party, advise the parties of their views and may, at their discretion, also inform them of what they consider to be a fair settlement of the dispute.

- 3.4.3 No party shall be bound to adopt the views or advice expressed or provided by the mediator.
- 3.4.4 If the dispute is resolved or the parties accept the views and advice of the mediator under paragraph 3.4.2, the parties shall use their best endeavours, within 5 Business Days after such resolution or acceptance, to enter into a settlement agreement which shall:
- (a) set out the terms accepted by the parties or on which the dispute was resolved; and
  - (b) contain provisions of confidentiality similar to those set out in paragraph 3.5.
- 3.4.5 Such settlement agreement shall be made pursuant to English law and courts in England shall be given exclusive jurisdiction over any dispute arising from the settlement agreement.
- 3.4.6 A settlement agreement shall not be an Ancillary Agreement.

### **3.5 Confidentiality**

- 3.5.1 The mediator and the parties, their representatives and advisers and any person connected in any way with the mediation shall keep confidential the fact that the mediation is taking place, and its outcome, and all documents, submissions, statements, information and data including anything revealed orally or otherwise during the mediation and any settlement agreement except as may be necessary for implementation or enforcement of the settlement agreement.
- 3.5.2 All documents and information prepared by a party for and disclosed in the mediation, and all discussions which take place with a party during the course of the mediation, shall be afforded the same protection from discovery as "**Without Prejudice**" negotiations in proceedings in court; provided that this shall not preclude any document, which may have been disclosed during the mediation but was not prepared solely for use in the mediation, from being discoverable in any proceedings.

### **3.6 Costs**

- 3.6.1 The parties shall unless they agree otherwise bear their own costs and expenses of whatsoever nature of the mediation.
- 3.6.2 The parties shall bear the fees and expenses of the mediator and all administrative costs arising from the mediation equally.

### **3.7 Further proceedings**

- 3.7.1 The mediator shall not act in any subsequent legal or similar proceedings in respect of the dispute in which they acted as mediator.
- 3.7.2 The mediator shall not be held liable for any act or omission unless it shall be shown

that they have acted fraudulently or in bad faith.



## UNIFORM NETWORK CODE – GENERAL TERMS

### SECTION B – GENERAL

#### 1 UNIFORM NETWORK CODE

##### 1.1 Uniform Network Code

1.1.1 The Uniform Network Code comprises:

- (a) the Introduction;
- (b) the Transportation Principal Document;
- (c) the Offtake Arrangements Document;
- (d) the Independent Gas Transporters Arrangements Document;
- (e) the Modification Rules;
- (f) the European Interconnection Document;
- (g) the Transition Document; and
- (h) these General Terms

(each for the purposes of this paragraph 1 a **“part”** of the Uniform Network Code).

1.1.2 References to the Transportation Principal Document, the Offtake Arrangements Document, the Independent Gas Transporters Arrangements Document, European Interconnection Document and the Modification Rules are to such parts of the Uniform Network Code as and to the extent from time to time modified or given effect by the Transition Document.

##### 1.2 Network Code

1.2.1 A **“Network Code”** is a network code prepared by a Transporter pursuant to Standard Special Condition A11(3) of its Transporter's Licence.

##### 1.3 Modifications

1.3.1 References to the Uniform Network Code (or any part thereof) or a Network Code are to the Uniform Network Code (or such part thereof) or Network Code as from time to time modified in accordance with the Modification Rules or any Transporter's Licence.

##### 1.4 Codes

1.4.1 A reference to the **“Code”** is a reference to:

- (a) the Uniform Network Code as, and to the extent, incorporated into a

Transporter's Network Code;

- (b) subject to any contrary provision in the Transporter's Network Code, such additional terms as are contained in the Transporter's Network Code;

and references to the Code (or to a Network Code) include such Code (or such Network Code) as given contractual effect by a Framework Agreement; and references to a part of the Code shall be construed accordingly.

- 1.4.2 **“IGT Code”** means the network code prepared by an Independent Gas Transporter pursuant to Condition 9 of its Transporter’s Licence and references to an IGT Code include such IGT Code as given contractual effect by an IGT Framework Agreement.

## 1.5 Framework Agreement

- 1.5.1 For the purposes of the Code:

- (a) **“Shippers Framework Agreement”** is the agreement pursuant to which a Transporter's Network Code is made binding between the Transporter and each Shipper User and each Trader User;
- (b) **“Transporters Framework Agreement”** is the agreement pursuant to which National Gas Transmission's Network Code is made binding:
  - (i) between the Transporters; and
  - (ii) between each DN Operator and each Independent Gas Transporter owning or operating an IGT System directly-connected or indirectly-connected to that DN Operator’s System; and
- (c) **“Framework Agreement”** means a Shippers Framework Agreement or the Transporters Framework Agreement.

- 1.5.2 References to a Framework Agreement are to such Agreement as is in force between the parties from time to time thereto (pursuant to the accession and withdrawal from time to time of such parties).

- 1.5.3 An **“IGT Framework Agreement”** is an agreement pursuant to which an Independent Gas Transporter’s IGT Code is made binding between the Independent Gas Transporter and IGTS Users (and for avoidance of doubt, such an agreement is not an Ancillary Agreement for the purposes of Code).

## 2 PARTIES

### 2.1 Transporters and Independent Gas Transporters

- 2.1.1 For the purposes of the Code:

- (a) **“National Gas Transmission”** means National Gas Transmission plc with company number 2006000 as licensee under the Transporter’s Licence authorising the conveyance of gas through the NTS. Any reference to “National Grid”, “National Grid NTS”, “National Grid Gas” or “National Grid Company” shall be deemed to refer to National Gas Transmission, effective from 1<sup>st</sup>

February 2023;

- (b) **“DN Operator”** or **“DNO”** means a person which is 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); and
- (c) **“Transporter”** means National Gas Transmission or a DN Operator.

2.1.2 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.

2.1.3 For the purposes of the Transportation Principal Document, a reference to a Transporter or **“the Transporter”** in the context of a System or a System Point is a reference to the Transporter which is the owner or operator of that System or the System on which that System Point is located.

2.1.4 For the purposes of the Code:

- (a) an **“Independent Gas Transporter”** means a person which is, and in its capacity as, the owner or operator of an IGT System and licensee under a gas transporter's licence authorising the conveyance of gas through such IGT System; and
- (b) a reference to an Independent Gas Transporter in the context of an IGT System or Connected System Exit Point is to the Independent Gas Transporter which owns or operates that IGT System or (as the case may be) an IGT System connected to a DN Operator's System at that Connected System Exit Point.

## 2.2 Users

2.2.1 For the purposes of the Code:

- (a) **“Shipper User”** means a person other than a Transporter (but subject to TPD Section V7) or a Trader User who is for the time being bound by the Code pursuant to a Shippers Framework Agreement;
- (b) **“Trader User”** means a person, other than National Gas Transmission (but subject to TPD Section V7) or a Shipper User, who is for the time being bound by the Shippers Framework Agreement to which National Gas Transmission is a party for the purposes of submitting Trade Nominations in accordance with TPD Section C5 and not for the purpose of arranging for gas to be introduced into, conveying by means of or taken out of the Total System;
- (c) **“DNO User”** means a DN Operator (as owner or operator of an LDZ) in the capacity of user (in accordance with the Transportation Principal Document) of another System (not being an LDZ in the same Distribution Network); and
- (d) **“User”** means a Shipper User or:
  - (i) (subject as provided in paragraph 2.2.5(a)) a Trader User;

(ii) (subject as provided in paragraph 2.2.5(b)) a DNO User.

2.2.2 A reference in the Code to a User as a User of (or in relation to) a System is a reference:

- (a) in the case of a Shipper User, to the Shipper User in its capacity as a person bound (or to be bound) by the Code pursuant to the Shippers Framework Agreement to which the Transporter which owns or operates that System is party;
- (b) in the case of a Trader User, to the Trader User in its capacity as a person bound (or to be bound) by the Code pursuant to the Shippers Framework Agreement to which National Gas Transmission is a party.

2.2.3 References in the Code to a Transporter in that capacity do not include a Transporter in the capacity of DNO User.

2.2.4 For the purposes of the Transportation Principal Document, a reference to a DNO User or **“the DNO User”** or the **“relevant DNO User”** is:

- (a) in the context of an LDZ, to the DNO User who is the owner or operator of that LDZ; and
- (b) in the context of an Inter-System Offtake, to the DNO User who is the owner or operator of the downstream System at that Inter-System Offtake.

2.2.5 References to Users in different parts of the Code:

- (a) include or exclude Trader Users;
- (b) include or exclude DNO Users

as provided in each such part of the Code (and references to Parties shall be construed accordingly).

2.2.6 For the purposes of the Code an **“IGTS User”** is a gas shipper which is, and in its capacity as, a user of an IGT System, pursuant to arrangements for the conveyance of gas made (in accordance with the relevant IGT Code) with the Independent Gas Transporter.

## 2.3 Parties

2.3.1 For the purposes of the Code **“Party”** means a Transporter, Independent Gas Transporter or a User.

2.3.2 References to a Party:

- (a) in the Transportation Principal Document and the European Interconnection Document are to a Transporter or User;
- (b) in the Offtake Arrangements Document, are to a Transporter; and
- (c) in the Independent Gas Transporters Arrangements Document, are to a Transporter or an Independent Gas Transporter;

and otherwise are to any Party.

### 2.3.3 References to a Party:

- (a) in the context of a Transporter's Network Code, are to:
  - (i) the Transporter or any User who is party to the relevant Shippers Framework Agreement; or (as the case may be)
  - (ii) (in the case of National Gas Transmission's Network Code) any Transporter or Independent Gas Transporter as a party to the Transporters Framework Agreement;
- (b) in the context of any Ancillary Agreement, are to the Transporter or a Shipper User who is party to that agreement; and
- (c) in the context of any Supplemental Agreement, are to a Transporter who is party to that agreement.

## 2.4 Effect of Code

### 2.4.1 Nothing in the Code or a Framework Agreement or any Ancillary Agreement creates contractual rights or liabilities:

- (a) between Shipper Users inter se;
- (b) between Trader Users inter se;
- (c) between DNO Users inter se;
- (d) between Independent Gas Transporters inter se;
- (e) between Independent Gas Transporters and Users or IGTS Users; or
- (f) between Transporters and IGTS Users;
- (g) between any Shipper User and any Trader User;
- (h) between any Shipper User and any DNO User; or
- (i) between any Trader User and any DNO User

except where the Code expressly provides otherwise or disapplies this paragraph 2.4.1 or except as may be provided for in an Ancillary Agreement.

### 2.4.2 Paragraph 2.4.1 shall not apply in respect of paragraphs 5 and 6.

### 2.4.3 Nothing in the Transportation Principal Document or any Ancillary Agreement creates contractual rights or liabilities between Transporters inter se (other than rights and liabilities between a Transporter and another Transporter in its capacity as DNO User).

### 2.4.4 Nothing in the Offtake Arrangements Document or any Supplemental Agreement creates contractual rights or liabilities:



- (a) between any Transporter and any User; or
  - (b) between Users inter se.
- 2.4.5 Nothing in the Independent Gas Transporters Arrangements Document creates contractual rights or liabilities:
- (a) between Transporters inter se (except pursuant to the provisions of IGTAD Section F7 as to the IGTAD Committee); or
  - (b) between Transporters and Shipper Users, but without prejudice to the effect of the Independent Gas Transporters Arrangements Document (and CSEP Registrations) as CSEP Network Exit Provisions for the purposes of the Transportation Principal Document.
- 2.4.6 Save as expressly otherwise provided, the rights and liabilities of the Parties under the Transportation Principal Document shall not be affected by, or construed with reference to, any provision of the Offtake Arrangements Document.
- 2.4.7 A System Operation Managed Service Agreement (SOMSA) (as referred to in OAD Sections E, M and N) is not a part of, nor incorporated by reference into, the Code, and (subject to the express provisions of the SOMSA) nothing in the Code shall affect a SOMSA in any way.

### **3 FORCE MAJEURE**

#### **3.1 Meaning of Force Majeure**

- 3.1.1 For the purposes of the Code, subject to paragraph 3.1.2, “**Force Majeure**” means any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, a Party (the “**Affected Party**”) and which causes or results in the failure of the Affected Party to perform or its delay in performing any of its obligations owed to any other Party or Parties (each an “**Other Party**”) under the Code or any Ancillary Agreement or any Supplemental Agreement, including:
- (a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
  - (b) act of God;
  - (c) strike, lockout or other industrial disturbance;
  - (d) explosion, fault or failure of plant, equipment or other installation which the Affected Party could not prevent or overcome by the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same kind of undertaking under the same or similar circumstances;
  - (e) governmental restraint or the coming into force of any Legal Requirement.

3.1.2 Inability (however caused) of a Party to pay shall not be Force Majeure.

3.1.3 The act or omission:

- (a) of any agent or contractor of a Party; or
- (b) (for the purposes of the Transportation Principal Document) in relation to a User, of any person selling or supplying gas to such User, or any Delivery Facility Operator or Connected System Operator (other than in either case National Gas Transmission LNG Storage (for the purposes only of TPD Section Z)), or any supplier or consumer;
- (c) (for the purposes of the Offtake Arrangements Document) in relation to a Transporter, of any User of that Transporter's System(s) or (in relation to such a User) any such person as is referred to in paragraph (b); or
- (d) (for the purposes of the Independent Gas Transporters Arrangements Document) in relation to:
  - (i) a DN Operator, of any User of that Transporter's System(s) or (in relation to such a User) any such person as is referred to in paragraph (b);
  - (ii) an Independent Gas Transporter, of any IGTS User of any IGT System of that Independent Gas Transporter, or in relation to such IGTS User any person selling or supplying gas to such IGTS User, or any supplier or consumer,

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of paragraph 3.1.1 if such person were the Affected Party.

3.1.4 In this paragraph 3 references to Users include Trader Users and DNO Users.

### **3.2 Effect of Force Majeure**

3.2.1 Subject to paragraph 3.2.2, the Affected Party shall be relieved from liability (including any requirement under the Code to make payment of any sum or to take any other action) for any delay or failure in the performance of any obligation under the Code or any Ancillary Agreement which is caused by or results from Force Majeure.

3.2.2 The Affected Party shall be relieved from liability under paragraph 3.2.1 only for so long as and to the extent that the occurrence of Force Majeure and/or the effects of such occurrence could not be overcome by measures which the Affected Party might reasonably be expected to take with a view to resuming performance of its obligations.

### **3.3 Information**

3.3.1 Following any occurrence of Force Majeure the Affected Party shall:

- (a) as soon as reasonably practicable notify each Other Party of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the Affected Party performance of which is affected thereby; and

- (b) from time to time thereafter provide to each Other Party reasonable details of:
  - (i) developments in the matters notified under paragraph (a); and
  - (ii) the steps being taken by the Affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations.

## **4 UNIFORM NETWORK CODE COMMITTEE AND SUB-COMMITTEES**

### **4.1 Uniform Network Code Committee**

- 4.1.1 There is hereby established a committee (the “**Uniform Network Code Committee**” or “**UNC Committee**”) constituted of all of the persons who are for the time being members of the Modification Panel established pursuant to the Modification Rules.
- 4.1.2 Paragraphs 3.2, 3.5 and 5 (excluding paragraphs 5.1 and 5.2) of the Modification Rules shall apply, mutatis mutandis, and disregarding references therein to other provisions of the Modification Rules, in respect of the Uniform Network Code Committee; provided a member of the Uniform Network Code Committee who is a Consumers’ Representative shall not be entitled to vote for the purposes of determining any decision of the Uniform Network Code Committee.
- 4.1.3 The persons who are for the time being Chairperson and Secretary of the Modification Panel shall be Chairperson and Secretary of the Uniform Network Code Committee.
- 4.1.4 The Uniform Network Code Committee shall be distinct from the Modification Panel and accordingly:
  - (c) the agenda of each meeting of the Uniform Network Code Committee and of the Modification Panel shall be separate;
  - (d) no business of the Uniform Network Code Committee shall be conducted at a meeting of the Modification Panel and vice versa; and
  - (e) at the commencement of each meeting the Chairperson thereof shall confirm the capacity in which the persons present are meeting.
- 4.1.5 Subject to the requirements of paragraph 4.1.4, meetings of the Uniform Network Code Committee and the Modification Panel may take place on the same Day and consecutively.

### **4.2 Functions of Uniform Network Code Committee**

- 4.2.1 The function of the Uniform Network Code Committee shall (subject to paragraph 4.4) be to review such matters concerned with the implementation of the Code and to do such other things as are provided for by the Code.
- 4.2.2 To the extent that any procedure of the Uniform Network Code Committee is not provided for under this paragraph 4 or pursuant to paragraph 4.1.2, the Uniform Network Code Committee may by panel majority decide upon the procedures to be adopted by it.

4.2.3 The Uniform Network Code Committee shall have no functions, powers or duties in relation to the EPG Scheme or in relation to the CDSP acting as the EPG Scheme Administrator.

#### **4.3 Network Code Sub-committees**

4.3.1 The Uniform Network Code Committee may by panel majority establish sub-committees (each a “**Network Code Sub-committee**” or, for the purposes of this paragraph 4, a “**Sub-committee**”) for the purposes of doing or assisting in doing anything to be done by the Uniform Network Code Committee; and the Uniform Network Code Committee may by panel majority decide that a Sub-committee (other than the Performance Assurance Committee) shall cease to be established.

4.3.2 Where the Code provides for anything to be done by the Uniform Network Code Committee or a relevant Sub-committee, the reference to a relevant Sub-committee is to a Sub-committee established pursuant to this paragraph 4.3 for the purposes of (or including) doing that thing.

4.3.3 A Sub-committee may be established for a fixed period (or for such period as shall be required for a fixed purpose) or on a standing basis.

4.3.4 When establishing a Sub-committee the Uniform Network Code Committee shall determine by panel majority:

- (a) the members of the Sub-committee, or the manner of appointment of such members;
- (b) the basis on which the Sub-committee is to report to the Uniform Network Code Committee and/or to Transporters and Users; and
- (c) the procedures by which the Sub-committee shall conduct its business, provided that (except where the Code expressly provides for such a vote) such procedures shall not require or permit a vote to be taken on any matter.

4.3.5 Each Sub-committee shall be comprised of persons representing the Transporters (one of whom shall, unless otherwise agreed, be the Chairperson of such Sub-committee), persons representing Users, persons representing Independent Gas Transporters, a person representing the Authority (if the Authority shall nominate such a person) and any other persons whom the Uniform Network Code Committee shall determine shall be members thereof.

4.3.6 Members of a Sub-committee appointed to represent Users shall be appointed having regard to the contribution which they may as individuals make to the business of the Sub-committee and not to the Users by whom they are employed or engaged.

4.3.7 The provisions of this paragraph 4.3 are subject to any express provisions of the Code in relation to any Sub-committee.

4.3.8 In this paragraph 4.3 references to Users include Trader Users and DNO Users.

#### **4.4 No powers to bind**

4.4.1 Except as expressly provided in the Code, neither the Uniform Network Code

Committee nor any Sub-committee shall have any power to bind any Party and no decision of the Uniform Network Code Committee or any Sub-committee shall be effective to modify any provision of the Code or the application thereof.

- 4.4.2 Without prejudice to any requirement under the Code for a Transporter to consult with the Uniform Network Code Committee or any Sub-committee in respect of any matter, no Party may be required to provide to the Uniform Network Code Committee or any Sub-committee any information which such person is not willing so to provide (other than information reasonably required by the Performance Assurance Committee for the purposes of undertaking its functions under TPD Section V16; and for the avoidance of doubt where a Party does not provide such information the Party shall be deemed to be in breach of the obligation in TPD Section V16.1.5).

## 5 NOTICES AND COMMUNICATIONS

### 5.1 General

- 5.1.1 The Code contemplates that Code Communications, and Offtake Communications (collectively “**Communications**”) may be given by the following means:

- (a) (in the case of Code Communications) by UK Link Communication, in accordance with GT Section D5;
- (b) (in the case of Offtake Communications) by the relevant means specified in the Offtake Communications Document;
- (c) (in the case of IGTAD Communications) by the relevant means specified in IGTAD Section F8;
- (d) in the circumstances and manner prescribed in paragraphs 5.2 and 5.3;
- (e) for the purposes of TPD Section V5.13.3 only, by such methods as set out in the Shipper Incident Communication Procedure; or
- (f) for the purposes of TPD Annex B-3, paragraph 8.4 only, by such methods as set out therein,

subject to and in accordance with the provisions of the Code.

- 5.1.2 Subject to GT Section D5.9, and except where the means by which a Communication is to be given is specified in the Code, the particular means (in accordance with paragraph 5.1.1) by which:

- (a) each Code Communication is to be given, is set out in the UK Link Manual;
- (b) each Offtake Communication is to be given, is set out in the Offtake Communications Document; and
- (c) each IGTAD Communication is to be given, is set out in IGTAD Section F8,
- (d) provided that, where in any case such means is not so specified, such Communication shall be given as a Conventional Notice.

- 5.1.3 For the purposes of the Code a “**Conventional Notice**” is a notice or communication which is or may be given by any of the means in paragraph 5.2.

- 5.1.4 Any reference in the Code to the time or date of any Communication, or the giving or making of a Communication, is a reference to the time or date when (in accordance with this paragraph 5, or GT Section D5 or the Offtake Communications Document or IGTAD Section F8) the Communication is deemed to have been received by the Party to which it was sent.
- 5.1.5 Subject to paragraph 5.1.6, a Communication which is given after 24:00 hours, or such other time as may be specified in the UK Link Manual the Offtake Communications Document or (as the case may be) IGTAD Section F8 in respect of such Communication, on a Day may be deemed to have been received on the following Day.
- 5.1.6 Paragraph 5.1.5 does not apply in respect of:
- (a) the following Code Communications:
    - (i) a Nomination, Interruption Notice, or notice of a System Capacity Trade, Trade Nomination or Storage Trade;
    - (ii) a communication to be made (in accordance with TPD Section Q) during an Emergency; or
    - (iii) any other communication to be made by UK Link Communication or by telephone or by facsimile where the context requires that such communication be treated as received within the Day on which it is given; and
  - (b) Offtake Communications or IGTAD Communications whose nature requires that they are treated as received within the Day on which they are given (as specified in the Offtake Communications Document or IGTAD Section F8).
- 5.1.7 Where any provision of the Code or the Contingency Procedures or the Offtake Communications Document or IGTAD Section F8 specify any requirement to be complied with by any Party in respect of any specific Communication, such requirement shall be in addition to (and, to the extent inconsistent, in substitution for) the provisions of this paragraph 5.
- 5.1.8 Where under any provision of the Code a Communication may be given in the form of a computer disk (including an optical disk), it shall be given by delivering or sending by post such disk in accordance with paragraph 5.2 (and shall be treated for the purposes of paragraph 5.2 as being in writing), but without prejudice to any procedures which the relevant Parties may agree for the purposes of ensuring that it is received in appropriately readable form.
- 5.1.9 In this paragraph 5 references to Users include Trader Users and DNO Users.

## **5.2 Notices by delivery, post, email or facsimile**

- 5.2.1 References in this paragraph 5.2 to “**a notice**” are to any Communication or other notice or communication to be given by one Party to another under the Code, a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement, other than one which is given as a UK Link Communication or by telephone or (as the case may be) by other means provided for in the Offtake Communications Document or IGTAD Section F8.

- 5.2.2 Any notice shall be in writing and shall be addressed to the recipient Party at the recipient Party's address, facsimile number or e-mail address referred to in paragraph 5.2.3, and marked for the attention of the representative (identified by name or title) referred to in that paragraph, or to such other address or facsimile number or e-mail address and/or marked for the attention of such other representative as the recipient Party may from time to time specify by notice given in accordance with this paragraph 5.2 to the Party giving the notice.
- 5.2.3 The initial address, facsimile number, or e-mail address of a Party, and representative for whose attention notices are to be marked, shall be as specified by a User pursuant to TPD Section V2.1.2(a)(iii) or by the Transporter pursuant to TPD Section V2.2.2(a)(i) or by an Independent Gas Transporter pursuant to IGTAD Section F3.2.2(a)(iii).
- 5.2.4 Any notice given by delivery shall be given by letter delivered by hand, and any notice given by post shall be sent by first class prepaid post (airmail if overseas).
- 5.2.5 Any notice shall be deemed to have been received:
- (a) in the case of delivery by hand, when delivered; or
  - (b) in the case of first class prepaid post, on the second Day following the Day of posting (or, if sent airmail overseas or from overseas, on the fifth Day following the Day of posting); or
  - (c) in the case of facsimile, on acknowledgement by the recipient Party's facsimile receiving equipment; or
  - (d) in the case of e-mail, subject to 5.2.8, shall be deemed to have been received one hour after being sent in the absence of any undeliverable return receipt received by the sender during that period.
- 5.2.6 Where a notice is sent by facsimile:
- (a) the Party giving the notice shall (but without prejudice to paragraph 5.2.5(c)) if requested by the recipient Party, resend as soon as reasonably practicable the notice by facsimile; and
  - (b) in the case of a Termination Notice, the Transporter will in any event, within 2 Days following the sending of such facsimile, send to the recipient Party a copy of the notice by first class prepaid post (airmail if overseas).
- 5.2.7 A Party may specify different addresses or facsimile numbers and representatives pursuant to paragraph 5.2.2 for the purposes of notices of different kinds or relating to different matters.
- 5.2.8 If the time at which any notice or communication sent by e-mail is deemed to have been received falls after 1700 hours on a day, the notice or communication shall be deemed to have been received at the start of the next Business Day.
- 5.2.9 Where a notice is sent by e-mail, the Party giving the notice shall (but without prejudice to paragraph 5.2.5(d)) if requested by the recipient Party, resend as soon as reasonably practicable the notice by email.

### 5.3 Communication by telephone

5.3.1 For the purposes of enabling Communications to be given (where required or permitted to be so given) by telephone:

- (a) each Party shall provide to the other Party not more than three (or such other number as they may agree) telephone numbers and details (by name or title) of the representative to whom the Party giving such a Communication should speak;
- (b) each Party shall use reasonable endeavours to ensure that a Party seeking to give such Communication will at any time be able to contact a representative (of the first Party) by means of one of such telephone numbers;
- (c) the Parties shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:
  - (i) that a Communication being given by telephone may be identified by the recipient as such; and/or
  - (ii) that such Communication may be given securely, without delay and effectively.

5.3.2 Where a Party seeking to give a Communication by telephone is unable to contact a representative of the receiving Party, such Party must give the Communication by facsimile and the Communication will not be deemed to have been received except in accordance with paragraph 5.2.5(c).

5.3.3 Unless otherwise agreed between the relevant Parties a telephone notice may not be given as a message recorded on a telephone answering device.

5.3.4 Where a Communication is given by telephone:

- (a) the Transporter (or relevant Transporter) will promptly after the telephone communication is completed make and keep a record in which the time and content of the telephone notice is logged, but may do so by recording the telephone communication where it has notified the User other Transporter or Independent Gas Transporter, on the occasion or on a standing basis, of its intention to do so; and
- (b) the Communication shall be treated as given at the time at which the telephone communication is completed.

5.3.5 A Party may specify different telephone numbers and representatives pursuant to paragraph 5.3.1 for the purposes of receiving by telephone Communications of different kinds or relating to different matters.

5.3.6 For the purposes of this paragraph 5.3:

- (a) in relation to Code Communications, references to **“Parties”** shall be construed as the Transporter and the User by or to whom such Code Communications are to be given;



- (b) in relation to Offtake Communications, references:
  - (i) to **“Parties”** are to the Transporters; and
  - (ii) to **“the relevant Transporter”** are to the upstream Transporter;
- (c) in relation to IGTAD Communications, references to **“Parties”** are to the Transporter and the Independent Gas Transporter(s) by or to whom such Code Communications are to be given.

## 6 GENERAL

### 6.1 Assignment

- 6.1.1 Subject to paragraphs 6.1.4 and 6.1.5, a Party may assign its rights under the Code, a Framework Agreement and any Ancillary Agreement:
  - (a) to a 33 1/3% Affiliate of such Party, provided that the assigning Party shall continue to be bound by and liable under the Code, the Framework Agreement and any such Ancillary Agreement;
  - (b) subject to paragraph 6.1.6, with the prior agreement in writing of each relevant other Party, which shall not unreasonably be withheld, to any person.
- 6.1.2 For the purposes of this paragraph 6.1, a relevant other Party is:
  - (a) where the assigning Party is a Transporter, each User, each other Transporter and each Independent Gas Transporter who is bound by the assigning Transporter's Network Code;
  - (b) where the assigning Party is a User, the Transporter.
- 6.1.3 Except as provided in paragraph 6.1.2, a Party shall not assign or transfer and shall not purport to assign or transfer any of its rights or obligations under the Code, a Framework Agreement or (except as may be expressly permitted thereby) any Ancillary Agreement.
- 6.1.4 No assignment shall be made to a person unless:
  - (a) where the assigning Party is a Transporter, that person holds an appropriate Transporter's Licence and has complied with the other requirements which:
    - (i) if the person were a New DNO, it would be required under OAD Section N4 to comply with;
    - (ii) if the person were a New Independent Gas Transporter, it would be required under IGTAD Section F3 to comply with;
  - (b) where the assigning Party is a Shipper User, that person holds a Shipper's Licence and has complied with the other requirements which (if the person were an Applicant User) it would be required under TPD Section V2 to comply with;
- 6.1.5 No assignment shall be made by a Transporter unless the assignment relates to the rights

of the Transporter both:

- (a) as the Transporter under the Transporter's Network Code and the relevant Framework Agreement, and
- (b) as a Transporter and (except in the case of National Gas Transmission) DNO User under National Gas Transmission's Network Code and the Transporters Framework Agreement.

6.1.6 Where a Party assigns its rights under the Code and a Framework Agreement and any Ancillary Agreement to a person (including a 33 1/3% Affiliate) pursuant to paragraph (b):

- (a) it shall be a condition precedent to such assignment that such person shall enter into an agreement with each relevant other Party covenanting to be bound by the Framework Agreement, the Code and any such Ancillary Agreement;
- (b) the assigning Party shall be released from obligations under the Code, the Framework Agreement and any such Ancillary Agreement arising after the time at which the assignment is effective, but shall remain liable for any obligations accruing up to such time.

6.1.7 Any credit limit required under the Code shall be determined separately for a person to whom a User assigns its rights under paragraph (b); and the assigning Party may not assign its own credit limit.

6.1.8 A reference in the Code, a Framework Agreement or any Ancillary Agreement to any Party shall include a reference to that Party's successors and assigns.

## **6.2 Waiver**

6.2.1 No delay by or omission of any Party in exercising any right, power, privilege or remedy under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

6.2.2 Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

## **6.3 Language**

6.3.1 Every Code Communication, Offtake Communication, IGTAD Communication and every notice or other communication to be given by one Party to another under a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, shall be in the English language.

## **6.4 Severance**

6.4.1 If any provision of the Code, a Framework Agreement or any Ancillary Agreement or Supplemental Agreement is or becomes invalid, unenforceable or illegal, or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by order of any other Competent Authority, such invalidity, unenforceability or illegality shall

not prejudice or affect the remaining provisions of the Code, a Framework Agreement or Ancillary Agreement or Supplemental Agreement, which shall continue in full force and effect notwithstanding the same.

## **6.5 Rights of Third Parties**

- 6.5.1 Unless expressly otherwise provided, the Parties do not intend that any term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.
- 6.5.2 Notwithstanding any express provision of the Code pursuant to which paragraph 6.5.1 is disapplied in relation to a term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, the Parties may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement without the consent of any person who is not a Party.

## **6.6 Entire Agreement**

- 6.6.1 The Code and (as respects the Parties thereto) each Framework Agreement, each Ancillary Agreement or (as the case may be) each Supplemental Agreement, contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.
- 6.6.2 Each Party acknowledges that in entering into a Framework Agreement and any Ancillary Agreement or Supplemental Agreement it does not rely on any representation, warranty or other understanding not expressly contained in the Code, such Framework Agreement, Ancillary Agreement or Supplemental Agreement.
- 6.6.3 Nothing contained in a document (other than a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

## **6.7 Jurisdiction**

- 6.7.1 Subject and without prejudice to the provisions of Section A as to Expert Determination, all the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement and that accordingly any suit, action or proceeding (collectively **“proceedings”**) arising out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement may be brought in such courts.
- 6.7.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court as is referred to in paragraph 6.7.1 and any claim that any such proceedings have been brought in an inconvenient

forum and further irrevocably agrees that a judgment in any proceedings brought in the English courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.

- 6.7.3 Any User which is not a company incorporated under the Companies Act 1985 shall provide to each Transporter an address in England or Wales for service of process on its behalf in any proceedings.

## **6.8 Governing law**

- 6.8.1 The Code, each Framework Agreement and every Ancillary Agreement and Supplemental Agreement shall be governed by, and construed in all respects in accordance with, English law.

## **7 DEROGATIONS**

### **7.1 UNC Derogations**

- 7.1.1 Subject to paragraph 7.4.3, the Authority may, in accordance with this paragraph 7, grant a Derogation Party a derogation from one or more provisions of the Code in which case paragraph 7.3 will apply ("**UNC Derogation**").

- 7.1.2 For the purposes of this paragraph 7:

- (a) "**Derogation Guidance Document**" is the document prepared and maintained by UNC Committee containing guidance in relation to UNC Derogation Applications;
- (b) "**Derogation Party**" means the applicant Party, and where the scope of the proposed UNC Derogation relates to the delivery of gas, and acceptance of gas for delivery, at specific System Entry Points or the making available of gas for offtake, or the offtaking of gas, at specific System Exit Points, in addition any Party undertaking such activity at any such points as described in the UNC Derogation Application;
- (c) "**Excluded Code Provision**" means:
  - (i) the provisions of GT Section A;
  - (ii) the Modification Rules;
  - (iii) any provision of the Code which is, at the date the application is submitted, within the scope of a Significant Code Review or the subject of a Significant Code Review Modification Proposal;
  - (iv) any provision of the Code which facilitates a consumer changing supplier or shipper and which (in the opinion of the Modification Panel) may be adversely impacted by a proposed UNC Derogation; and
  - (v) the terms of a Network Code Ancillary Agreement.
- (d) "**Industry Code**" means a multilateral code or agreement created and maintained pursuant to a licence granted by the Authority under sections 7,

7ZA or 7A of the Gas Act 1986 or section 6 of the Electricity Act 1989, including the Independent Gas Transporter's Network Code, the Retail Energy Code and the Smart Energy Code;

- (e) "**Relevant Day**" means in relation to a Derogation Period, a Day in such period when a conditional derogation (if any) is also in force;
- (f) "**Relevant Person**" means all Parties, all Third Party Participants, such Non-Code Parties as the Code Administrator considers appropriate in the context of a UNC Derogation Application and the CDSP;
- (g) "**UNC Derogation Use Case**" means a use case specified in Annex B-1.

## 7.2 UNC Derogation Application

7.2.1 A Party may make a written application for a UNC Derogation to the Code Administrator ("**UNC Derogation Application**").

7.2.2 A UNC Derogation Application shall be in the form specified in the Derogation Guidance Document and shall include (inter alia) the following details:

- (a) the identity of the Party making the application ("**applicant Party**");
- (b) the applicable UNC Derogation Use Case;
- (c) the provisions of the Code (and for the purposes of this paragraph 7 a reference to the Code shall be deemed to include a reference to each UNC Related Document) from which a UNC Derogation is required;
- (d) the period in respect of which the applicant Party proposes the UNC Derogation should be in force, being either:
  - (i) a period commencing on a specified date and ending on a later specified date (a "**fixed date period**"); or
  - (ii) a specified number of consecutive days (not commencing or ending on a specified date) (an "**unspecified period**")
- (e) the date after which the UNC Derogation (if implemented) is no longer to apply ("**backstop date**");
- (f) whether the implementation of the proposed UNC Derogation is conditional on the approval and coming into force of another derogation in respect of any other Legal Requirement ("**conditional**" derogation);
- (g) the basis on which applicant Party demonstrates compliance with the health and safety requirements described in the Derogation Guidance Document; and
- (h) such other matters as required by the Derogation Guidance Document.

7.2.3 Following receipt of a UNC Derogation Application the Code Administrator shall:

- (a) send a copy of the application to each Relevant Person, each Member and the Authority;

- (b) provide such guidance at the Modification Panel may request in relation to the applicable Derogation Use Case;
- (c) schedule consideration of the UNC Derogation Application a meeting of the Modification Panel occurring not less than ten (10) days after receipt of the application by the Code Administrator.

7.2.4 At least seven (7) days before the Modification Panel meeting referred to in paragraph 7.2.3(c) the Code Administrator shall give notice to all Relevant Persons, each Member and the Authority of the date on which the Modification Panel will first consider the UNC Derogation Application.

7.2.5 At the meeting referred to in paragraph 7.2.3(c) the Modification Panel will either:

- (a) reject the UNC Derogation Application in accordance with paragraph 7.2.6; or
- (b) make a determination in respect the UNC Derogation Application in accordance with paragraph 7.2.7,

provided the Modification Panel shall not be required to independently verify any statement or representation made by the applicant Party regarding health and safety matters contained in the UNC Derogation Application.

7.2.6 The Modification Panel will reject the UNC Derogation Application where:

- (a) any of the requirements of paragraph 7.2.2 are not complied with or the application relates to an Excluded Code Provision;
- (b) the Modification Panel is of the opinion the UNC Derogation Application is not in accordance with the applicable UNC Derogation Use Case;
- (c) the UNC Derogation Application is not materially different from an earlier application which the Authority directed should not to implemented.

7.2.7 In respect of a UNC Derogation Application which is not rejected in accordance with paragraph 7.2.6 the Modification Panel will make a determination under paragraph 7.2.8 having:

- (a) discussed the UNC Derogation Application and considered whether or not the application complies with the UNC Derogation Use Case;
- (b) considered all the information submitted by the applicant Party in support of the UNC Derogation Application; and
- (c) considered the representations of the applicant Party's representative and the responses to any questions raised by the Modification Panel relating to the UNC Derogation Proposal.

7.2.8 The Modification Panel may determine (by Panel Majority):

- (a) the UNC Derogation Application does not comply with the Derogation Use Case, in which case the UNC Derogation Application shall lapse and have no further effect;

- (b) additional steps need to be undertaken, or additional analysis or information is required, before the UNC Derogation Application can proceed to consultation, in which case the applicant Party shall be invited to revise and re-submit the UNC Derogation Application;
- (c) the UNC Derogation Application should proceed to consultation, in which case the Code Administrator shall invite each Relevant Person to make representations in respect of the UNC Derogation Application to the Code Administrator within fifteen (15) Business Days (or such other period as the Modification Panel may determine) of the Code Administrator's invitation;
- (d) consideration of the UNC Derogation Application should be deferred to a subsequent meeting of the Modification Panel.

7.2.9 Where the Modification Panel has determined the UNC Derogation Application should proceed to consultation:

- (a) the Code Administrator shall schedule consideration of the UNC Derogation Application and all representations received following consultation at the meeting of the Modification Panel taking place no earlier than ten (10) days following the end of the referred to in paragraph 7.2.8(c) (or as the Modification Panel may otherwise agree);
- (b) at the meeting referred to in paragraph (a) the Modification Panel shall:
  - (i) decide (by Panel Majority) whether or not to recommend implementation of the UNC Derogation;
  - (ii) instruct the Code Administrator to submit to the Authority the UNC Derogation Application, its decision under paragraph (a), the factors which the Modification Panel took into account in making its decision and details of all consultation responses.

7.2.10 Following the Modification Panel's decision under paragraph 7.2.9(b) in relation to a UNC Derogation Application, the Code Administrator shall promptly notify the applicant Party and all other Relevant Persons of the Modification Panel's decision to approve or not approve implementation of the UNC Derogation together with the reasons for its decision.

7.2.11 Where the Authority receives a UNC Derogation Application and the Modification Panel's recommendation pursuant to paragraph 7.2.10 or this paragraph 7.2.11, the Authority:

- (a) may direct whether or not the proposed UNC Derogation should be implemented (and whether a different backstop date should apply to that proposed by the applicant Party ("**Authority backstop date**") and the Code Administrator shall circulate to each Relevant Person and each Member notice of:
  - (i) the Authority's direction;
  - (ii) where directed, any Authority backstop date;
  - (iii) details of any conditional derogation for which approval is a condition

of the coming into force of the UNC Derogation.

- (b) may direct the UNC Derogation Application should be amended and re-submitted, and where it makes such a direction it shall give notice of its decision to the Code Administrator and:
  - (i) the Code Administrator shall notify each Relevant Person and each Member of the Authority's direction;
  - (ii) the Modification Panel will discuss the UNC Derogation at the next meeting of the Modification Panel and re-submit the UNC Derogation Application in accordance with the Authority's direction;
  - (iii) the Code Administrator shall send the revised UNC Derogation Application to the Authority as soon as practicable.

7.2.12 An applicant Party may withdraw an UNC Derogation Application by notice to the Code Administrator at any time prior to the UNC Derogation coming into force, in which case the UNC Derogation Application (or if already approved but not yet in force, the UNC Derogation) shall lapse and have no further effect.

7.2.13 A Party may submit a UNC Derogation Application notwithstanding any other UNC Derogation submitted by such Party remains under consideration by the Modification Panel or the Authority.

7.2.14 Where a Party submits a UNC Derogation Application ("**second application**") which is intended to replace an earlier application ("**first application**") submitted by the same Party:

- (a) where the Modification Panel has yet to make a decision under paragraph 7.2.9(b) in respect of the first application, the first application shall lapse and have no further effect;
- (b) where the Modification Panel has made a decision regarding the first application under paragraph 7.2.9(b), the first application and the second application shall each be considered by the Modification Panel and the Authority in accordance with the provisions of this paragraph 7.

7.2.15 An applicant Party shall ensure a representative attends each meeting of the Modification Panel at which the applicant Party's UNC Derogation Application is considered.

7.2.16 Notwithstanding any provision of this paragraph 7, the Modification Panel may determine, in its absolute discretion, the priority and timetable for any steps proposed to be undertaken by the Modification Panel in relation to a UNC Derogation Application.

### **7.3 Impact of UNC Derogation**

7.3.1 Any UNC Derogation Application that has been approved by the Authority shall be a UNC Derogation and such UNC Derogation shall, subject to any conditional derogation coming into force, remain in force for each Relevant Day during the period relating to such UNC Derogation ("**Derogation Period**").

7.3.2 In relation to a UNC Derogation the Derogation Period shall be:



- (a) where the applicant Party specified a fixed date period in the UNC Derogation Application:
  - (i) and the Authority did not direct an Authority backstop date, the fixed date period:
  - (ii) and the Authority directed an Authority backstop date, (provided the fixed date period started before the Authority backstop date) the period:
    - (1) from the start of the fixed date period;
    - (2) ending on the earlier of the end of the fixed date period and the Authority backstop date;
- (b) where the applicant Party specified an unspecified period in the UNC Derogation Application, the period (provided such period commences before any Authority backstop date):
  - (i) commencing on the date, no earlier than sixteen (16) Business Days after that date by which:
    - (1) the applicant Party notifies the Code Administrator the UNC Derogation shall come into force; and
    - (2) applicant Party or another Party notifies the Code Administrator a conditional derogation shall come into force;
  - (ii) ending on:
    - (1) the earlier of the end of the unspecified period and the applicant backstop date,
    - (2) where any Authority backstop date is earlier than the applicant backstop date, the earlier of the end of the unspecified period and the Authority backstop date; or
    - (3) where any Authority backstop date is later than the applicant backstop date, the later of the end of the unspecified period and the Authority backstop date, and the Code Administrator shall notify each Relevant Person, each Member and the Authority of the Derogation Period in relation to a UNC Derogation.

7.3.3 Subject to paragraph 7.3.4, for the duration of the Derogation Period:

- (a) a Derogation Party shall be relieved of its obligation to comply with the Code to the extent permitted by the UNC Derogation;
- (b) no act or omission by a Derogation Party that would be a breach (or in the case of a User, a User Default) shall be deemed to be a breach (or User Default) of the Code to the extent only that such act or omission is permitted by a UNC Derogation.

7.3.4 In respect of a UNC derogation:

- (a) a Derogation Party shall be required to comply with all provisions of the Code that are relevant to such Party and which are outside the scope of such UNC Derogation;
- (b) a Derogation Party shall be required to comply with any conditions included in such UNC Derogation;
- (c) such UNC Derogation shall have no effect to the extent that it purports to derogate from:
  - (i) any conditions of a gas transporters licence or a gas shippers licence;
  - (ii) any other Industry Code (but without prejudice to any other regulatory derogation arrangements);
  - (iii) any Legal Requirement; or
  - (iv) any provision of this paragraph 7,

and each Derogation Party acknowledges and agrees that it shall be responsible for its compliance with any such Code provision, licence condition or Legal Requirement.

- 7.3.5 With effect from 05:00 on the day following the end of the Derogation Period the UNC Derogation shall no longer be in force and each Derogation Party shall comply with the Code in full from such time and such date.
- 7.3.6 The approval of a UNC Derogation in respect of any Derogation Party shall not relieve any other Party of all or any of its obligations under the Code.
- 7.3.7 Once approved by the Authority no variation to a UNC Derogation shall be permitted.



## **Annex B-1**

### **UNC Derogations**

#### **UNC Derogation Use Case(s)**

##### *Derogation Use Case A*

The UNC Derogation Application relates to a project which is consistent with:

- (a) a change in national government policy (including policy of the national devolved parliaments);
- (b) a change in local government policy;
- (c) the trialling of new technologies or the making of technological advances;
- (d) facilitating the uptake of low carbon technologies;
- (e) any requirement contained in a local area energy plan or equivalent arrangement

the purpose of which is to facilitate net zero and the achievement of a 100% reduction of greenhouse gas emissions (compared to 1990 levels) in the UK by 2050.



**UNIFORM NETWORK CODE – GENERAL TERMS****SECTION C – INTERPRETATION****1 DEFINED TERMS**

In addition to terms defined elsewhere in the Code, the following terms and expressions are used with the following meanings in the Code:

**“Authority”** means the Gas and Electricity Markets Authority as established pursuant to section 1 of the Utilities Act 2000;

**“the Act”** means the Gas Act 1986, as amended by the Gas Act 1995 and as otherwise amended;

**“Back Stop Reconciliation Month”** means the month of February 2009;

**“Code Cut Off Date”** means, in relation to any Day within a Formula Year (t), the Code Cut Off Date is 1<sup>st</sup> April in Formula Year t-3;

**“Code Modification”** means a modification of the Code pursuant to the Modification Rules or a Transporter's Licence;

**“Competent Authority”** means the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Communities which has jurisdiction over the Transporter or a User or the subject matter of the Code;

**“Condition 4B Statement”** means the statement prepared by a Transporter pursuant to Standard Condition 4B;

**“Consumer's Plant”** means, in respect of any Supply Meter Point, the plant and/or equipment in which gas offtaken from the Total System at that point is to be used (including any plant or equipment in which gas is compressed or otherwise treated before being consumed);

**“Directive”** means any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force), and any modification, extension or replacement thereof;

**“Distribution Network”** means a 'distribution network' as defined in Special Condition E2A of the Transporter's Licence held by each DN Operator;

**“DN Hive Down Implementation Date”** means the date with effect from which National Gas Transmission's Network Code is modified such that National Gas Transmission ceases to be a DN Operator.

**“Energy Balancing Charges”** means Market Balancing Action Charges, other charges payable in respect of Eligible Balancing Actions pursuant to Contingency Balancing

Arrangements, Physical Renomination Incentive Charges, Clearing Charges in respect of Unauthorised Gas Flows, Balancing Charges, Balancing Neutrality Charges, Reconciliation Clearing Charges, User Aggregate Reconciliation Clearing Charges and Reconciliation Neutrality Charges;

**“Entry Capacity Release Methodology Statement”** means the capacity release methodology statement prepared and published by National Gas Transmission in respect of Entry Capacity in accordance with Special Condition 9.18 of National Gas Transmission’s Transporter’s Licence;

**“Exit Capacity Release Methodology Statement”** means the capacity release methodology statement prepared and published by National Gas Transmission in respect of Exit Capacity in accordance with Special Condition 9.18 of National Gas Transmission’s Transporter’s Licence;

**“Exit Capacity release obligation summary report”** means the report prepared and published by National Gas Transmission in respect of Exit Capacity in accordance with Special Condition 9.18 of National Gas Transmission’s Transporter’s Licence;

**“Exit Capacity Substitution Methodology Statement”** means the capacity methodology statement prepared and published by National Gas Transmission in respect of Exit Capacity substitution in accordance with Special Condition 9.17 of National Gas Transmission’s Transporter’s Licence;

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

**“Gas Code”** means the Gas Code in Schedule 2B to the Act;

**“Gas Transporter's Licence”** means a licence granted or treated as granted under Section 7(2) of the Act;

**“Legal Requirement”** means any Act of Parliament, regulation, licence, or Directive of a Competent Authority;

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

**“Metering Charges Statement”** means the prevailing statement furnished by the Transporter to the Authority under Standard Special Condition D18 of the Transporter's Licence;

**“Metering Separation Date”** is 12 July 2004;

**“Neutrality Interest Rate”** means the interest rate applied from time to time to the bank account used by National Gas Transmission for the purposes of receiving, and making, payment of amounts specified in TPD Section F4.6.2;

**“Non-Code Shipper”** means a gas shipper who has made a transportation arrangement with a Transporter other than upon the terms of the Code;

**“NTS Commingling Facility”** is a Connected Offtake System and Connected Delivery

Facility at which:

- (a) gas is offtaken from the NTS and commingled with other gas, such other gas having not previously been offtaken from or delivered to the NTS, for the sole purpose of facilitating compliance with the Gas Entry Conditions that are applicable in respect of the System Entry Point;
- (b) the commingled gas is delivered to the NTS;
- (c) the offtake from, and delivery of gas to, the NTS occurs simultaneously; and
- (d) no gas previously offtaken from, or delivered to, the NTS is consumed, processed or stored at the facility or transported to any other pipeline or pipeline system.

**“Offtake Communication”** means any communication to be given by a Party (including any notification, application, nomination, request, approval, acceptance, invoice or other notice to be given, made or submitted) under the Offtake Arrangements Document;

**“Project Nexus Implementation Date”** is 1 June 2017 or such other date as may be determined by the Authority;

**“Query Implementation Date”** is 1 October 2003;

**“Reasonable and Prudent Operator”** means a person seeking, in good faith, to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable Legal Requirements engaged in the same type of undertaking in similar circumstances and conditions;

**“Recognised Standard”** means any technical, engineering or other standard, issued or published by any governmental body or professional or other institution, and generally recognised as applying to the gas industry in the United Kingdom, as from time to time applicable;

**“Reconciliation by Difference Date”** is 1 February 1998;

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

- (a) in the case of CSS Supply Points, requires the CDSP to inform the CSS Provider (for the purposes of the Retail Energy Code by means of the Shipper – Transporter Association Data) that the Relevant CSS Request for which the User is the Nominated Shipper should not be accepted;
- (b) in the case of Non-CSS Supply Points, requires the CDSP to reject or refuse to accept a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination or a Supply Point Reconfirmation.

**“Shipper's Licence”** means a licence granted or treated as granted under Section 7A(2) of the Act; or in the context of any User the licence so granted or treated as granted to



that User;

**“Special Condition”** means a condition of a Transporter's Licence or Shipper's Licence other than a Standard Condition;

**“Standard Condition”** means a Standard Condition determined by the Secretary of State pursuant to Section 8 of the Gas Act 1995, as from time to time modified in accordance with the Act;

**“Standard Special Condition”** means a Standard Condition of a Transporter's Licence which is subject to modification by a private collective licence modification procedure set out in a condition of such Transporter's Licence;

**“Supplier's Licence”** means a licence granted or treated as granted under Section 7A(1) of the Act; or in the context of any supplier the licence so granted or treated as granted to that supplier;

**“System Management Principles”** are the principles and criteria established and published by National Gas Transmission pursuant to Special Condition 9.19 of National Gas Transmission's Transporter's Licence for the purposes of (inter alia) Capacity Management;

**“TPD Communication”** means any communication to be given by a Party or the CDSP (including any notification, application, nomination, confirmation, request, approval, acceptance, invoice or other notice to be given, made or submitted) under the Transportation Principal Document;

**“Transportation Statement”** means the prevailing statement furnished by a Transporter to the Authority under Standard Special Condition A4 of the Transporter's Licence and in respect of which the relevant methodology is set out in Part B of TPD Section Y;

**“Transporter's Licence”** is the Gas Transporter's Licence granted, or treated as granted, to a Transporter, as from time to time in force; and

**“UNC Implementation Date”** means the date with effect from which National Gas Transmission's Network Code was modified so as to incorporate the Uniform Network Code;

**“User Suppressed Reconciliation Date”** is 21 February 2005.

## 2 INTERPRETATION

### 2.1 General

2.1.1 Unless the context otherwise requires, words and expressions defined in or for the purposes of the Act and not otherwise defined in the Code shall have the meanings ascribed thereto under the Act.

2.1.2 In the Code, unless the context otherwise requires:

- (a) subject to paragraph (b), a reference in a part of the Code to a particular Section, paragraph, or Annex is to a paragraph or Section of or Annex to a Section of

that part of the Code;

- (b) a reference to a “TPD”, “OAD”, “IGTAD”, “EID”, “MR” or “GT” Section is a reference to a Section respectively of the Transportation Principal Document, Offtake Arrangements Document, Independent Gas Transporters Arrangements Document, European Interconnection Document, Modification Rules or General Terms;
  - (c) a reference in a particular Section to a particular paragraph is to a paragraph of that Section;
  - (d) words in the singular may be interpreted as including the plural;
  - (e) the word 'including' is to be construed without limitation;
  - (f) a derivative term of any defined or interpreted term shall be construed in accordance with the relevant definition or interpretation.
- 2.1.3 A reference in the Code to any Legal Requirement shall be construed, at any particular time, as including a reference to any modification, extension or reenactment (before or after the date of the Code) of that Legal Requirement in force at that time.
- 2.1.4 A reference to the Act includes where the context permits a reference to Regulations made pursuant to the Act.
- 2.1.5 Section and paragraph headings in the Code and clause headings in a Framework Agreement and any Ancillary Agreement or Supplemental Agreement shall not affect the interpretation of any provision thereof.
- 2.1.6 In this Section C references to Users, except in relation to paragraph 2.3, exclude DNO Users.
- 2.1.7 In this Section C references to Users include Trader Users.

## 2.2 Times and dates

2.2.1 For the purposes of the Code:

- (a) “**Day**” means the period from 05:00 hours on one day until 05:00 hours on the following day;
- (b) “**Business Day**” means a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;
- (c) “**Supply Point Systems Business Days**” means (for the purposes of TPD Sections B, G and M only) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;
- (d) “**Gas Flow Day**” means, in relation to the application of any provision of the Code, the Day in relation to deliveries, offtakes or flows of gas or other operations on which such provision is to apply;
- (e) “**Preceding Day**” means the Day before the Gas Flow Day;

- (f) **“Gas Year”** means the period from 1 October in any year until and including 30 September in the following year;
- (g) in relation to any Gas Year the **“Preceding Year”** is the Gas Year ending at the start of such Gas Year;
- (h) **“Winter Period”** means the period from 1st November in any year until and including 30 April in the following year;
- (i) **“Capacity Year”** means the period from 1 October in any year until and including 30 September in the following year;
- (j) and in relation to a Capacity Year, the **“Preceding Capacity Year”** is the Capacity Year ending at the start of such Capacity Year;
- (k) **“Formula Year”** means the period from 1 April in any year until and including 31 March in the following year;
- (l) and in relation to a Formula Year, the **“Preceding Formula Year”** is the Formula Year ending at the start of such Formula Year.

2.2.2 Unless the context otherwise requires, a reference in the Code:

- (a) to a calendar day (such as 1 January) or a day of the week (such as Sunday) is to the Day which begins at 05:00 hours on that day;
- (b) to a week is to the period from 05:00 hours on a day until 05:00 hours on the 7th day following;
- (c) to a month (or a number of months) is to the period from 05:00 hours on a day in one month until 05:00 hours on the same day of the month which follows (or follows by the relevant number of months), or if there is no such day in such month 05:00 hours on the first day of the next following month;
- (d) to a calendar month is to the period from 05:00 hours on the first day of a month until 05:00 hours on the first day of the following month, and references to a particular calendar month (such as January) shall be construed accordingly;
- (e) to a year is to the period from 05:00 hours on a day in one year until 05:00 hours on the same day (or where the day in the first year was 29 February, on 1 March) in the following year;
- (f) to a calendar year (such as 1996) is to be construed accordingly.

2.2.3 References to times of the day in the Code are to official time in the United Kingdom.

2.2.4 Except where otherwise provided:

- (a) where anything is to be done under the Code by or not later than a Day or any period under the Code is to run to a Day, such thing may be done or such period shall run up to the end of such Day;
- (b) where anything is to be done under the Code from or not earlier than a Day or any period under the Code is to run from a Day, such thing may be done or such

period shall run from the start of such Day.

- 2.2.5 Where under any provision of the Code a Party is required to provide any information by a certain date or time, the relevant provision shall be taken to include a requirement that such information shall be provided not earlier than is reasonable before such date or time.

## 2.3 System Clearing Contract

- 2.3.1 A **“System Clearing Contract”** is a contract between National Gas Transmission and a User pursuant to which a quantity of gas (which is or was or is not or was not treated as delivered to or offtaken from the NTS) is treated as purchased and sold.

- 2.3.2 In relation to a System Clearing Contract:

- (a) the **“buyer”** and the **“seller”** respectively are the parties (National Gas Transmission or the User) respectively treated as buying and selling gas under the contract;
- (b) the **“Clearing Price”** is the amount payable by the buyer to the seller in respect of the quantity of gas subject to the contract.

## 2.4 Transportation Constraint

- 2.4.1 A **“Transportation Constraint”** is a constraint in or affecting any part of the Total System at any time, as a result of which (having regard to operational requirements as to pressures in any part of the Total System) gas flows in any part of the Total System are or (but for anything done by a Transporter) would be restricted, whether such constraint results from the size of any part of the Total System, the operation or failure to operate any part of the Total System, or the extent or distribution of supply or demand in any part of the Total System.

- 2.4.2 A System Point is **“affected”** by a Transportation Constraint where the Transporter is or (but for anything done by that Transporter or any other Transporter) would be unable to accept delivery of gas or make available gas for offtake at that System Point, or its ability to do so is impaired, by reason of a Transportation Constraint.

- 2.4.3 A Transportation Constraint includes a constraint which arises by reason of Programmed Maintenance or other maintenance (but without prejudice to the provisions of TPD Section B8.7.8 and I3.8).

- 2.4.4 In determining whether there is at any time a Transportation Constraint all gas flows planned by any Transporter shall be taken into account (including gas flows planned for the purposes of Operational Balancing in relation to the Day or a subsequent Day).

- 2.4.5 Questions as to whether a Transportation Constraint exists in relation to the NTS, or as to the effect (on such a Transportation Constraint) of flows or changes in flows of gas at LDZ System Points, shall be determined having regard to the requirement (under the Offtake Arrangements Document) that anticipated flows of gas at LDZ System Points are reflected in Offtake Profile Notices submitted by DN Operators.

## 2.5 Costs and expenses

For the purposes of any provision of the Transportation Principal Document which requires a User or the Transporter to pay or reimburse to the Transporter or a User (as the case may be) any costs or expenses incurred by the Transporter or the User in undertaking any works or performing any service:

- (c) such costs and expenses shall be treated as including a reasonable and appropriate amount in respect of internal costs, including costs of capital, personnel, and materials and reasonable overhead costs, so far as the scope of what is so included is reasonable and appropriate in the circumstances;
- (d) no element of profit (other than what is implicit in cost of capital under paragraph (c)) shall be included in such costs and expenses;
- (e) in the case where a User is to pay or reimburse the Transporter, where works or services of the same, or of a similar, kind are undertaken or performed by the Transporter under engagements of service for Users or others, such costs and expenses shall be deemed to be the charges that would at the relevant time be made by the Transporter for any such engagement for the relevant works or services (or those most similar);
- (f) any dispute as to the amount of such costs and expenses shall be referred to Expert Determination.

## 2.6 Demand, etc

2.6.1 For the purposes of the Code “**demand**” or “**demand for gas**”, in or in respect of the Total System, a System or any part of or point on a System, and on any Day or in any other period, is the quantity of gas offtaken or to be offtaken from the Total System, the relevant System or that part of the relevant System or at that point on that Day or in that period.

2.6.2 Demand may be stated on a basis which includes attributable shrinkage (so as to be comparable to quantities delivered to the Total System or a System), or includes attributable LDZ shrinkage, or which does not include shrinkage.

2.6.3 Unless otherwise stated references in the Code to demand:

- (a) at the level of particular Supply Points or other System Exit Points or LDZ Aggregate NDM Points, are exclusive of shrinkage;
- (b) at the level of an LDZ, are inclusive of LDZ shrinkage;
- (c) at the level of the Total System, are inclusive of all shrinkage.

2.6.4 For the purposes of the Code, in relation to the Total System, any part of the Total System, a System or any part of a System, and in respect of any Gas Year:

- (a) “**peak day demand**” is the highest demand for gas on any Day in that year;
- (b) “**annual demand**” is the aggregate demand for gas on all Days in that year;
- (c) “**1-in-20 peak day demand**” is the peak day demand that, in a long series of winters, with connected load being held at the levels appropriate to the winter in

question, would be exceeded in one out of 20 winters, each winter being counted only once;

- (d) **“1-in-50 Severe Annual Demand”** is the annual demand represented by the area (above a demand threshold of zero) under the 1-in-50 load duration curve, being the curve which, in a long series of years, with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be exceeded in one out of 50 years.
- (e) **“peak rate”** is the maximum instantaneous rate of offtake (expressed in MCM per hour) at which gas is or is likely to be offtaken at the NTS/LDZ Offtake;
- (f) **“1 in 50 load duration curve”** is that curve which, in a long series of years (commencing on 1 October 1927), with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be exceeded in one out of 50 years;
- (g) **“average load duration curve”** is that curve which, in a long series of years (commencing on 1 October 1987), with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be the mean volume over such long series of years.

2.6.5 A reference in the Code to **“seasonal normal”** demand is a reference to demand under seasonal normal conditions.

2.6.6 Where pursuant to the Code estimates of peak day demand or annual demand are to be made, such estimates will be made under the statistical methodology for such estimation described in the Base Plan Assumptions for the Gas Year 1995/96 (or any revised such methodology established by the Transporters after consultation with Users and described in Base Plan Assumptions or National Gas Transmission's Ten Year Statement for any subsequent Gas Year).

2.6.7 A reference in the Code in relation to any Gas Year to **“Total System 1-in-20 peak day demand”** is the 1-in-20 peak day demand for the Total System established for the Gas Year pursuant to TPD Section O and set out in National Gas Transmission's Ten Year Statement.

## 2.7 Applicable Liability Gas Price

2.7.1 Subject to this paragraph 2.7, the **“Applicable Liability Gas Price”** as at any Day is the arithmetic mean of the prices (in pence/kWh) in the most recently published issue of the publication entitled Energy Trends issued by the Department of Trade and Industry (or any successor publication) set out in the table entitled 'Prices of fuels purchase by manufacturing industry in Great Britain' as 'GAS - all consumers - average' for the most recent four consecutive quarters for which such prices are shown in such issue but ending not more recently than 3 months before such Day.

2.7.2 No revision in any such price for any such quarter in any subsequent issue of such publication shall affect the Applicable Liability Gas Price as at the relevant Day.

2.7.3 Should the basis on which such prices are stated in such publication be changed so as to include applicable value added tax, such prices will (in the determination of the Applicable Liability Gas Price) be adjusted so as to exclude the effect of the inclusion of value added tax.

2.7.4 If the publication referred to in paragraph 2.7.1 ceases to be published, or ceases to contain the prices referred to in that paragraph, or if the publication thereof is suspended, the Applicable Liability Gas Price will be determined by reference to such published gas prices as the Transporters shall, after consultation with the Network Code Committee or any relevant Sub-committee, determine and notify to Users as being the most similar available published prices, unless upon the application of any User the Authority shall give Condition A11(18) Approval to the Transporters determining of the Applicable Liability Gas Price by reference to any other published gas prices.

## 2.8 Condition A11(18) Approval

2.8.1 Where any provision of the Code (the “**relevant provision**”) provides that the Transporter (or a Transporter) will or may take a particular step or action (the “**relevant step**”) in pursuance of that provision if the Authority shall give Condition A11(18) Approval thereto, or if the Authority shall not give Condition A11(18) Disapproval thereto:

- (a) except in a case in paragraph (b), the Transporter will not take the relevant step unless the Transporter has given a notification under paragraph 2.8.2(a);
- (b) where under the relevant provision the Transporter may take the relevant step unless another Party applies to the Authority for Condition A11(18) Disapproval to the Transporter doing so, the Transporter may take the relevant step unless the other Party or any of the Parties concerned has, within the period or by the date prescribed in the relevant provision, given a notification under paragraph 2.8.2(b).

2.8.2 Paragraph 2.8.3 shall apply in respect of a relevant provision of the Code in any particular case where and only where:

- (a) (for the purposes of Condition A11(18) Approval) subject to paragraph 2.8.5, the Transporter has notified the Party or Parties concerned that the circumstances are such that, and of the manner in which, the Transporter might take the relevant step; or
- (b) (for the purposes of Condition A11(18) Disapproval) the relevant provision permits a Party to make an application to the Authority, a Party has notified the Transporter that the Party wishes the Transporter not to take the relevant step.

2.8.3 Where this paragraph 2.8.3 applies in respect of a relevant provision in any particular case:

- (a) the provision shall be construed as:
  - (i) requiring the Transporter to make a determination (after the notification required by paragraph (a) or the relevant provision) as to whether to take the relevant step; and

- (ii) requiring that such determination should be such as is calculated to facilitate the achievement of the relevant objectives (as described in Standard Special Condition A11(1) of a Transporter's Licence);
- (b) the Transporter will (in the case in paragraph (a), not less than 10 Business Days after its notification thereunder) make the determination under paragraph (a)(i) and (having done so) will:
  - (i) notify the Authority and the other Party(ies) concerned of its determination, and
  - (ii) not implement (by taking the relevant step) such determination:
    - (1) if the Authority shall give Condition A11(18) Disapproval to its doing so; or
    - (2) where Condition A11(18) Approval of the Authority is required for the relevant step, if the Authority shall not give Condition A11(18) Approval to its doing so;
- (c) in the case in paragraph 1.1.1(b), the Transporter will send to the Authority a copy of each notification given by a Party thereunder.

2.8.4 For the purposes of the Code, **“Condition A11(18) Approval”** means a determination by the Authority, pursuant to Standard Special Condition A11(18) of a Transporter's Licence, that the determination made by the Transporter pursuant to paragraph 2.8.3(i) complies with the requirement in paragraph 2.8.3(a)(ii), and **“Condition A11(18) Disapproval”** means a determination by the Authority that such determination does not so comply.

2.8.5 For the purpose of TPD Sections Q4.2.3 and Q4.2.5(e) the Transporter will not give any notification to any User under paragraph (a) or (b)(i); and the notification required under paragraph (a) shall be given to the Authority.

2.8.6 An Ancillary Agreement may, with Condition A11(18) Approval of the Authority, provide for the Transporter to take a particular step or action with Condition A11(18) Approval, or in the absence of Condition A11(18) Disapproval, of the Authority and any such provision of an Ancillary Agreement is hereby deemed to be a provision of (and shall be treated as being incorporated in) the Code.

2.8.7 Where a provision of the Code provides that the Transporters may take a particular step or action with Condition A11(18) Approval, or in the absence of Condition A11(18) Disapproval, the reference in the provision to Condition A11(18) Approval or Condition A11(18) Disapproval shall be treated as a reference to the appropriate determination (as referred to in paragraph 2.8.4) by the Authority pursuant to each Transporter's Licence; and this paragraph 2.8 shall take effect accordingly.

## 2.9 Miscellaneous

2.9.1 Not Used.

2.9.2 A reference in the Code to:

- (a) a **“consumer”** is a reference to:



- (i) a consumer (as defined in the Gas Code) who is supplied with gas conveyed to particular premises by means of a System; or
  - (ii) in the context of a particular Supply Point or Supply Meter Point, the consumer who is supplied with gas offtaken from the relevant System at such System Point; or
  - (iii) in the context of a User, the consumer in respect of a Supply Point of which the User is the Registered User.
- (b) a **“Supplier”** or **“supplier”** is a reference to:
- (i) a person who supplies to premises gas offtaken from the Total System (including a person supplying gas to itself); or
  - (ii) in the context of a particular Supply Point or Supply Meter Point, the supplier who supplies the consumer with gas; or
  - (iii) in the context of a User, the supplier in respect of a Supply Point of which the User is the Registered User;
- (c) a **“Shipper”** or **“shipper”** is a reference to a Shipper User;
- (d) **“Domestic Premises”** means Supply Point Premises where the gas is offtaken wholly or mainly for domestic purposes;
- (e) **“Non-domestic Premises”** means Supply Point Premises which are not Domestic Premises.
- 2.9.3 Where any provision of the Code requires or entitles a Transporter (or the Transporters) to **“publish”** any information or document, the Transporter will provide such information or document to each Party, any other person to whom the Transporter may (pursuant to its Transporter's Licence or any other Legal Requirement or any provision of the Code) be required to provide such information and (subject to TPD Section V5) such other persons as the Transporter shall think fit.
- 2.9.4 A reference in the Code to a Standard Condition or Standard Special Condition is a reference to a Standard Condition or Standard Special Condition:
- (a) in the context of a Transporter or its Transporter's Licence, as incorporated into the Transporter's Licence;
  - (b) in the context of a User or its Shipper's Licence, as incorporated into such Shipper's Licence;
  - (c) in the context of a supplier or its Supplier's Licence, as incorporated into such Supplier's Licence.
- 2.9.5 A reference in the context of any provision of the Code to a **“representative”** of any person is a reference to any director, officer or employee of that person or any agent, consultant or contractor appointed or engaged by that person for purposes connected with the subject matter of the relevant provision of the Code.
- 2.9.6 A reference in the Code to the quantities in which or rate or pressure at which it is

**“feasible”** for a Transporter to make gas available for offtake from a System at a System Exit Point is a reference to what is in the Transporter's reasonable judgement operationally and technically feasible without prejudicing Total System security, without reinforcement of any part of the Total System and without prejudicing the Transporter's ability to perform its obligations under the Code, any Ancillary Agreement or any other contract for the conveyance of gas, or to comply with any Legal Requirement;

- 2.9.7 An **“Affiliate”** of a specified percentage in relation to a body corporate is:
- (a) another body corporate which holds not less than the specified percentage of the voting rights of the first body corporate; or
  - (b) a subsidiary of the first body corporate or of such a body corporate as is referred to in paragraph (a);

and for these purposes 'voting rights', 'holding' voting rights and 'subsidiary' are to be construed in accordance with Section 736A of the Companies Act 1985; and the CDSP shall not be treated for any purposes of the Code as an Affiliate (of any specified percentage) of any Party.

- 2.9.8 For any quantities A, B, C, and so on, the functions 'max' (A, B, C ...) and 'min' (A, B, C ...) denote respectively the greatest and the lowest of A, B and C (and so on).
- 2.9.9 For the purposes of the Code an LDZ is **“served”** by an Offtake where gas flows from the NTS to the LDZ at that Offtake (and references to an Offtake which serves an LDZ shall be construed accordingly).

### 3 TECHNICAL INTERPRETATION

#### 3.1 Gas

3.1.1 In the Code, unless the context otherwise requires, **“gas”** means any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at a temperature of 15 °C and an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state.

3.1.2 Unless the context otherwise requires, for the purposes the Code:

- (c) a **“quantity”** of gas is a quantity in kWh;
- (d) a **“volume”** of gas is a volume in MCM.

#### 3.2 Units and other terms

3.2.1 The following terms have the following meanings in the Code:

**“bar”**: the bar as defined in ISO 1000-1992(E);

**“Cubic Metre”** or **“M<sup>3</sup>”**: when applied to gas, that amount of gas which at a temperature of 15 °C and an absolute pressure of 1.01325 bar and being free of water vapour occupies one 1 cubic metre;

**“degree Celsius”** and **“°C”**: the particular interval between the temperature in Kelvin and the temperature 273.15 Kelvin as defined in ISO 1000-1992(E);

“**bar gauge**” or “**barg**”: when used in relation to pressure, the pressure in excess of 1 standard atmosphere where 1 standard atmosphere is 1.01325 bar;

“**GWh**”: 1,000,000 kWh;

“**calorific value**”: that number of Megajoules produced by the complete combustion at a constant absolute pressure of 1.01325 bar of 1 Cubic Metre of gas at a temperature of 15°C with excess air at the same temperature and pressure as the gas when the products of combustion are cooled to 15°C and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the gas and air before combustion; and for the avoidance of doubt calorific value shall be REAL as defined in ISO6976-1995(E);

“**hour**”: the hour as defined in ISO 1000 -1992(E);

“**Joule**”: the joule as defined in ISO 1000-1992(E);

“**kilogram**”: the kilogram as defined in ISO 1000-1992(E);

“**kilometre**” or “**km**”: 1000 metres;

“**kWh**”: 3,600,000 Joules;

“**mbar**”: one thousandth of a bar;

“**MCM**”: 1,000,000 Cubic Metres;

“**Megajoule**” or “**MJ**”: 1,000,000 Joules;

“**metre**”: the metre as defined in ISO 1000-1992(E);

“**mol%**”: molecular percentage;

“**MW**”: 1,000,000 Watts;

“**pascal**”: the pascal as defined in ISO 1000-1992(E);

“**ppm**”: parts per million by volume;

“**Relative Density**”: shall mean the mass of a volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air as defined in ISO 6976-1995(E) both such gases being at a temperature of 15°C and an absolute pressure of 1.01325 bar; and Relative Density (REAL) shall for the avoidance of doubt be REAL as defined in ISO 6976-1995(E);

“**second**”: the second as defined in ISO 1000-1992(E);

“**Specific Gravity**”: the mass of a volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air (as defined in ISO 6976-1995(E)) both gases being at a temperature 15°C and an absolute pressure of 1.01325 bar;

“**Watt**”: 1 Joule per second; and

“**Wobbe Index**”: when applied to gas, the calorific value divided by the square root of

the Relative Density.

### 3.3 Calorific value

3.3.1 A reference in the Code to “**calorific value**” or to the “**relevant calorific value**” of gas delivered to or offtaken from a System shall be a reference:

- (a) in the context of a System Entry Point, to the calorific value of gas delivered to the Total System established in accordance with the relevant provisions (if any) of the Network Entry Provisions;
- (b) in the context of any System Exit Point or Inter-System Offtake where the quantity of gas conveyed to such point is required to be calculated in accordance with the Gas (Calculation of Thermal Energy) Regulations 1996, to the calorific value established by the Transporter pursuant to those Regulations;
- (c) in the context of any other System Exit Point or Inter-System Offtake:
  - (i) in the case of a NExA Supply Meter Point or Connected System Exit Point, to the calorific value established in accordance with the relevant Network Exit Provisions (if any);
  - (ii) except as provided in paragraph (i), where there is calorimetric equipment installed (by or with the approval of the Transporter) at the relevant System Exit Point or Inter-System Offtake, to the calorific value ascertained by means of such equipment;
  - (iii) except as provided in paragraphs (i) and (ii), to the flow weighted average calorific value established as the average of the average calorific values (applicable to the area in which such System Exit Point or Inter-System Offtake is located) referred to in Part II of the above Regulations, weighted by reference to the gas flows each Day at points on the relevant System where apparatus referred to in that Part is located.

3.3.2 Any reference to a quantity of gas delivered or to be delivered to, or offtaken or to be offtaken from, the Total System at a System Entry Point or (as the case may be) System Exit Point shall be construed in accordance with paragraph 3.3.1 above.

3.3.3 For the purposes of the Code, “**CV shrinkage**” is gas which is unaccounted for as offtaken from the Total System at System Exit Points by reason of the quantities of gas delivered to the Total System exceeding (by virtue of paragraphs 3.3.1 and 3.3.2 above) those offtaken from the Total System.

3.3.4 Where the Authority has made a determination (for the purposes of the definition of 'calorific value' in Section 12(2)(a) of the Act) specifying in respect of any area an amount of water vapour to be contained in gas conveyed in a System, or the Transporter with the concurrence of the Authority for the purposes of the above Regulations determines (in respect of a part of the relevant System in which the gas being conveyed contains an amount of water vapour) a calorific value which is different from the calorific value which would apply pursuant to the Regulations:

- (a) for the purposes of giving effect to such determination, upon any Meter Read in respect of a Supply Meter Point in the relevant area, the Metered Quantity shall

be determined by reference to the calorific value which applies on the basis of such determination, and NDM Reconciliation or DM Reconciliation shall be carried out accordingly;

- (b) the calorific value applicable for purposes of the Code (including in particular the implementation of TPD Section H), other than the purposes in paragraph (a), shall be the calorific value which would apply disregarding such determination.

3.3.5 For the purposes of any provision of the Code which requires or provides for a conversion between volume (including Metered Volume) and quantity (including Metered Quantity), a reference to calorific value shall be deemed to be to calorific value expressed in kWh per Cubic Meter, which is calculated by multiplying calorific value expressed in MJ/Cubic Meter by a factor of 0.2778.

### **3.4 Conversions**

3.4.1 Where to give effect to any provision of the Code it is necessary to compare an amount of gas which is or is to be delivered to or offtaken from a System or a rate of such delivery, offtake, injection or withdrawal, expressed in terms of quantity, with such an amount or rate expressed in terms of volume, a conversion shall be made on the basis of the applicable calorific value in accordance with paragraphs 3.3.1 and 3.3.5.

3.4.2 Where to give effect to any provision of the Code it is necessary to do so, a rate of delivery or offtake of gas to or from a System, or any amount of System Capacity or Storage Capacity, expressed in quantity or volume units per Day, or per hour, or in kW, shall be treated as expressed in any other such units on the basis of the appropriate conversion.

### **3.5 Therms**

References in the Code to quantities in therms are explanatory only and of no effect for the purposes of the Code (and the rates at which quantities in kWh are converted to quantities in therms are not uniform).

**UNIFORM NETWORK CODE – GENERAL TERMS****SECTION D – CDSP AND UK LINK****1 GENERAL****1.1 Introduction**

1.1.1 This Section D sets out:

- (a) provisions relating to the CDSP and CDSP Services;
- (b) requirements in respect of the Data Services Contract;
- (c) the basis on which the DSC Committees are established; and
- (d) provisions in relation to UK Link.

1.1.2 This Section D includes the provisions required to be included in the Code pursuant to the CDSP Licence Condition.

1.1.3 The provisions of this Section D apply subject to the Transition Document (including the Transitional Arrangements Document referred to in the Transition Document).

**1.2 Interpretation**

1.2.1 For the purposes of the Code:

- (a) the “**Central Data Services Provider**” or “**CDSP**” is the person for the time being appointed by the Transporters as central data services provider pursuant to the CDSP Licence Condition;
- (b) the “**CDSP Licence Condition**” is Standard Special Condition A15 of Gas Transporter's Licences;
- (c) the “**Data Services Contract**” or “**DSC**” is the contract between the Parties and the CDSP in the agreed form (as provided in Part I paragraph 3 of the Transition Document) as from time to time amended in accordance with its terms and the provisions of this Section D;
- (d) “**Core Customer**” means a Party to the Code, other than a Trader User, in the capacity of a party to the DSC;
- (e) “**Customer Class**” means each of the following classes of Core Customer:
  - (i) Shipper Users;
  - (ii) DN Operators;
  - (iii) National Gas Transmission;
  - (iv) Independent Gas Transporters;

- (f) **“Customer Group”** means a single Customer Class or a group of Customer Classes;
- (g) **“CDSP Cost”** means any cost, expense, liability or other outgoing of the CDSP, however arising or incurred;
- (h) **“CDSP Charge”** means any charge made by the CDSP to a Core Customer or other person for the provision of a CDSP Service or otherwise for the recovery of any CDSP Costs;
- (i) **“CDSP Year”** means the period from 1 April in any year until and including 31 March in the following year;
- (j) **“DCC Licence”** means the ‘smart meter communications licence’ referred to in Section V5.17;
- (k) **“IGT Code Communication”** means a communication, equivalent to a TPD Communication, to be given by or to an Independent Gas Transporter under the IGT Code;
- (l) **“Retail Energy Code”** means the retail energy code referred to in the DCC Licence; and
- (m) **“GRDA Functions”** means functions assigned to the CDSP as ‘Gas Retail Data Agent’ in the Retail Energy Code.

1.2.2 The DSC Objectives are:

- (a) compliance with the requirements of the CDSP Licence Condition, including (without limitation):
  - (i) that the CDSP should provide services effectively to help facilitate the efficient and integrated operation of the gas industry; and
  - (ii) so far as concerns CDSP Charges, compliance with the requirements (including the Charging Methodology Objectives (as defined in the CDSP Licence Condition)) in paragraph 8(d)(ii) of the CDSP Licence Condition; and
- (b) the objectives in paragraph 1 of Standard Special Condition A11 of Gas Transporter’s Licences;
- (c) (without duplication of the objectives in paragraph (b)) facilitating effective competition between Parties or Parties of any class.

1.2.3 Subject to paragraph 1.2.4, references in this Section D to Shipper Users include such persons in their capacity as IGTS Users.

1.2.4 Nothing in the Code operates to create any rights or obligations as between an Independent Gas Transporter and an IGTS User (in that capacity), such matters being the subject of the IGT Code.

1.2.5 The DSC is the service agreement referred to in the CDSP Licence Condition as the ‘CDSP Service Agreement’.

1.2.6 For the purposes of paragraph 6(a) of the CDSP Licence Condition a “user of CDSP Services” is any Party other than a Trader User.

### 1.3 CDSP Services

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

- (a) services (“**core services**”) which consist in:
  - (i) performing functions assigned to the CDSP in; or
  - (ii) performing or facilitating performance of obligations on behalf of a Core Customer under  
the Code, the IGT Code, the Retail Energy Code (in respect of GRDA Functions only), a Gas Transporter's Licence, or another document designated for the purposes of Section 173 of the Energy Act 2004;
- (b) any service which the CDSP can provide efficiently and economically by using resources and/or data used by the CDSP to provide core services and which:
  - (i) is provided to any Core Customer or Core Customers of any Customer Class; or
  - (ii) is provided to Trader Users; or
  - (iii) is provided to a person or persons of a class which are not Parties, where one of the following conditions is met:
    - (1) the service is the same or substantially the same as a service which the CDSP is for the time being providing to any Core Customer or Core Customers of a Customer Class; or
    - (2) the Code requires or authorises the CDSP to provide the service to such person(s); or
    - (3) the provision of the service to such person(s) helps facilitate the efficient and integrated operation of the gas industry; and
- (c) services which consist of, are connected with or are ancillary to the CDSP performing the role, functions and responsibilities of the EPG Scheme Administrator (and acting as the agent of the Secretary of State in respect of such role, functions and responsibilities) in connection with the Code and the Data Services Contract (“**EPG Scheme Services**”).

1.3.2 Paragraph 1.3.1 is without prejudice to the provisions of this Section D and the DSC which determine which CDSP Services the CDSP actually provides.

1.3.3 If the Authority consents (under paragraph 7(b) of the CDSP Licence Condition) to the CDSP providing a service beyond what is provided in paragraph 1.3.1, and such service is provided to Core Customer(s) under the DSC, such service shall be treated as being a CDSP Service.

1.3.4 If a question arises as to whether a service being or proposed to be provided by the



CDSP qualifies as a CDSP Service under paragraph 1.3.1(b):

- (a) the CDSP shall notify Core Customers of such question;
- (b) at the request of any Transporter the CDSP and the Transporters will consult the Authority on such question;
- (c) any Core Customer may send representations to the Transporters and the Authority in respect of such question;

and if (following such consultation) the Transporters are not satisfied that the service does so qualify, the CDSP in consultation with the Transporters shall take such steps as are necessary to cease or not to commence the provision of such service unless the Authority consents to such provision under paragraph 7(b) of the CDSP Licence Condition; and nothing done by the CDSP pursuant to this paragraph 1.3.4 shall be a breach of the DSC.

1.3.5 **“Code Services”** means the CDSP Services referred to in paragraphs 2.1.1(a) and 2.2.1(a) (being CDSP Services required under or in order to give effect to the Code or IGT Code).

1.3.6 CDSP Services are divided into:

- (a) services provided by the CDSP on its own account (**“Direct Services”**);
- (b) services which comprise the performance by the CDSP of functions on behalf of one or more of the Transporters or Independent Gas Transporters (**“Agency Services”**).

#### **1.4 Agreement to engage the CDSP and be party to DSC**

1.4.1 The Parties acknowledge and agree that CDSP Services which are Code Services must be performed in order to implement and give effect to the Code and the IGT Code.

1.4.2 Accordingly the Parties shall, and each Party undertakes that it will:

- (a) use the Code Services;
- (b) engage the CDSP to perform and carry out the Code Services;
- (c) for that purpose, enter into the DSC; and
- (d) (without limitation of its obligations under the DSC), pay CDSP Charges as applicable to each Party in accordance with the DSC and the CDSP's Annual Charging Statement.

1.4.3 In accordance with TPD Section V2.1.2(i), OAD Section N4.2.2(e) and IGTAD Section F3.2.2(d) no person may become a Party, other than as a Trader User, without acceding to the DSC.

1.4.4 Each Party undertakes that it will act and exercise its rights and powers under the DSC in relation to the CDSP so as jointly to control and govern the CDSP on an economic and efficient basis.

- 1.4.5 A Party may appeal the CDSP Budget for a CDSP Year by notice in writing to the Authority in accordance with and subject to the process set out in the Budget and Charging Methodology provided for in paragraph 3.3.1(b).
- 1.4.6 The Parties agree and acknowledge that:
- (a) the CDSP will not declare dividends or distributions (of income or capital) to its shareholders;
  - (b) the shareholders of the CDSP have no obligations in respect of the funding of the CDSP;
  - (c) the objective of the CDSP is to operate without making a net surplus (other than a margin to provide working capital) or net loss in any CDSP Year (and, while some over or under-recovery of CDSP Costs in any one year is likely to occur, the provisions of the Budget and Charging Methodology ensure that such over or under-recovery is corrected in subsequent years); and
  - (d) accordingly (in accordance with the further provisions of this Section D):
    - (i) the CDSP Services are provided 'at cost' to Core Customers (save as to the margin referred to in paragraph (c)); and
    - (ii) all CDSP Costs (to the extent not recovered from third parties) are to be recovered from Core Customers.

## 1.5 Relevant Licence Provisions

- 1.5.1 For the purposes of this paragraph 1.5 “**Relevant Licence Provisions**” are:
- (a) the CDSP Licence Condition;
  - (b) Standard Special Condition A31 and Standard Condition 31 of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences;
  - (c) Standard Condition 14 of the Transporters' Gas Transporter's Licences, insofar as that condition applies in relation to the obligation of the Transporters under the Retail Energy Code to procure the CDSP as Gas Retail Data Agent to perform its obligations under the Retail Energy Code; and
  - (d) any other condition of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences, to the extent to which the CDSP Services or other functions of the CDSP are relevant to compliance with such condition.
- 1.5.2 In the event of a conflict between a provision of this Section D or the DSC with a Relevant Licence Provision (or with compliance with a Relevant Licence Provision):
- (a) such provision of this Section D or the DSC shall be deemed modified to the minimum extent necessary to make it consistent with the Relevant Licence Provision;
  - (b) if such modification is not possible, the relevant provision of this Section D or the DSC shall be deemed deleted; and

- (c) any such modification or deletion of a provision shall not affect the validity or enforceability of any other part of this Section D or the DSC.

1.5.3 It is agreed that:

- (a) the CDSP shall not knowingly do or omit to do anything;
- (b) a DSC Committee shall not take a decision (and any such decision shall be invalid and of no effect); and
- (c) no Party shall knowingly exercise any right under this Section D or the DSC in a way,

which would result in a Transporter or Independent Gas Transporter being in breach of a Relevant Licence Provision.

- 1.5.4 Where a Transporter or Independent Gas Transporter considers that any possible or proposed action or decision within paragraph 1.5.3(a), (b) or (c) would result in a breach of a Relevant Licence Provision, the Transporter or Independent Gas Transporter may and shall so inform the relevant person or committee accordingly.

## 1.6 Trader Users

- 1.6.1 This Section D, other than paragraph 5, does not apply in relation to Trader Users (which are not users of CDSP Services for the purposes of paragraph 1.2.6) and, except in paragraph 5, references in this Section D to a Party do not include a Trader User.
- 1.6.2 Trader Users are required (pursuant to TPD Section V2.1.2(j)) to be party to a UK Link User Agreement with the CDSP.

## 1.7 Further provisions in relation to CDSP

- 1.7.1 The Code and IGT Code also assign certain functions (“**Non-Service Functions**”) to the CDSP which the CDSP is to perform but which are not treated or charged for as separate services provided by the CDSP, including:
- (a) establishing and operating UK Link (except that the operation of UK Link Gemini is performed as a service to National Gas Transmission and except to any aspect of the operation of UK Link which is specified in a General Service in the CDSP Service Description);
  - (b) maintaining the UK Link Manual; and
  - (c) functions assigned under the Modification Rules in connection with the Modification Procedures,

and any function assigned to the CDSP in the Code or the IGT Code which is not specified as a CDSP Service in or pursuant to the CDSP Service Description is a Non-Service Function of the CDSP.

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

- (a) the provisions of paragraphs 1.3.3, 1.3.4, 1.5, 2.2.3, 2.3.1(c), 2.4.2(b), 2.4.3, 5.5.5;
- (b) any provision of the Code which is expressed to be a CDSP-Related Provision; and
- (c) any other provision of the Code (other than one which provides for a Direct Function or Non-Service Function of the CDSP) which is expressed to provide a right, entitlement, or discretion of the CDSP, or to prescribe the manner in which the CDSP is to exercise any Non-Service Function under the Code.

## **1.8 Functions of Code entities under DSC**

1.8.1 The DSC may assign functions to the Code Administrator, Modification Panel, a Workgroup or UNC Committee, and each such person or body shall have and perform the functions so assigned to it.

## **1.9 EPG Scheme**

1.9.1 For the purposes of the Code:

- (a) **“EPG Scheme”** means the Energy Price Guarantee for Domestic Gas Consumers in Great Britain scheme established by the Secretary of State and set out in the EPG Scheme Document;
- (b) **“EPG Scheme Account”** means the bank account established by the CDSP for the purposes of the provision of EPG Scheme Services and into which EPG Scheme Payments are received and from which ESG Scheme Payments are made;
- (c) **“EPG Scheme Document”** means the document of that name issued by the Secretary of State establishing the EPG Scheme (as amended from time to time);
- (d) **“EPG Scheme Administrator”** means the person designated by the Secretary of State in accordance with the EPG Scheme Document to discharge functions in connection with the operation of the EPG Scheme;
- (e) **“EPG Scheme Agreement”** means the agreement between the Secretary of State, the CDSP (as the EPG Scheme Administrator) and the EPG Scheme Parties;
- (f) **“EPG Scheme Party”** means a party to the EPG Scheme Agreement;
- (g) **“EPG Scheme Payment”** means an amount payable by or to the Secretary of State or by or to an EPG Scheme Party in accordance with the EPG Scheme Document and the EPG Scheme Agreement.

1.9.2 The UNC Committee and the DSC Committees shall have no role, functions or responsibilities under the Code or the Data Services Contract in respect of:

- (a) the implementation and operation of the EPG Scheme; or

- (b) the performance by the CDSP of EPG Scheme Services.
- 1.9.3 Each Party, the UNC Committee and the DSC Committees shall not, whether by act or omission, hinder, restrict or otherwise restrict the CDSP in the performance of EPG Scheme Services, and each Party, the UNC Committee and the DSC Committees shall (to the fullest extent possible) co-operate with, and assist, the CDSP in the performance of EPG Scheme Services.
- 1.9.4 The CDSP as the EPG Scheme Administrator shall owe no duties or responsibilities to any Party, the UNC Committee or the DSC Committees in performing EPG Scheme Services.
- 1.9.5 The CDSP shall account for all payments to EPG Scheme Parties separately from CDSP Costs and revenues, and shall receive and hold amounts payable to and by it which comprise EPG Scheme Payments in a separate bank account and in accordance with the requirements of the EPG Scheme Document.
- 1.9.6 Each Party acknowledges that the CDSP as the EPG Scheme Administrator is not required on any day to make payment to EPG Scheme Parties of any amounts which in aggregate are greater than the amounts received from the Secretary of State and standing to the credit of the EPG Scheme Account on such day.
- 1.9.7 Each Party consents to the CDSP providing such data as is maintained by the CDSP for the purposes of the Code to such persons requiring such data where necessary for the performance by the CDSP of EPG Scheme Services and the Data Permissions Matrix may be modified by the CDSP for such purpose.
- 1.9.8 The CDSP may modify the CDSP Service Description for the purposes of performing EPG Scheme Services.
- 1.9.9 Other than as provided for in the EPG Scheme Document, each Party waives any rights or remedies, any claim in damages or any other claim of a financial nature against the CDSP, and each Party further releases the CDSP from any and all duties or liabilities arising in contract, tort (including negligence or nuisance) or otherwise (including breach of statutory duty) in relation to the CDSP's performance of EPG Scheme Services.
- 1.9.10 The costs, expenses and other liabilities incurred by the CDSP in performing EPG Scheme Services shall be CDSP Costs.
- 1.9.11 Paragraph 1.3.1(c) and this paragraph 1.9 may not be modified without the prior written consent of the Secretary of State.
- 1.9.12 The CDSP shall cease to provide EPG Scheme Services with effect from the date on which the CDSP ceases to be the EPG Scheme Administrator.

## **2 CDSP SERVICES AND ROLE OF CDSP**

### **2.1 Direct Services**

#### **2.1.1 Direct Services comprise:**

- (a) the performance of functions (other than Non-Service Functions) assigned to the

CDSP in the Code or IGT Code (“**Direct Functions**”);

- (b) the performance of GRDA Functions;
- (c) services provided under the DSC to Core Customers which are not prescribed by the Code or IGT Code (as the case may be), comprising:
  - (i) services provided on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes;
  - (ii) services available on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes, but provided only on the request of a Core Customer; and
  - (iii) services provided at the request of and as specified by an individual Core Customer (“**Additional Customer Services**”); and
- (d) services (“**Third Party Services**”) provided (consistent with the policy provided for in paragraph 3.7) to persons who are not Core Customers, or to Core Customers on terms other than those of the DSC.

2.1.2 Direct Services within paragraph 2.1.1(a) comprise:

- (a) performance of the following Direct Functions under the Code:
  - (i) the maintenance of the Supply Point Register and the performance of the functions of the CDSP (in connection with supply point administration) in TPD Section G;
  - (ii) the functions of the CDSP (in connection with demand estimation) in TPD Sections H1, H2, H3 and H4;
  - (iii) the functions of the CDSP (in connection with Supply Point metering, meter data and meter reading) in TPD Section M; and
  - (iv) the Direct Functions of the CDSP under other provisions of the Code which provide for such functions; and
- (b) performance of the Direct Functions of the CDSP under provisions of the IGT Code equivalent to the provisions of the Code listed in paragraph (a) above.

2.1.3 The CDSP acts on its own account and not as agent of any Party in the provision of Direct Services, but without prejudice to paragraph 2.4.2.

## 2.2 Agency Services

2.2.1 Agency Services comprise:

- (a) the performance of certain functions of the Transporters and Independent Gas Transporters under the Code and the IGT Code, as the case may be (such functions to be performed by the CDSP being “**Agency Functions**”);
- (b) the performance of certain functions of the Transporters and Independent Gas Transporters pursuant to conditions of their respective Gas Transporter's

Licences; and

- (c) the performance of certain functions of the Transporters and/or Independent Gas Transporters in connection with other gas industry codes or agreements.

2.2.2 Agency Services within paragraph 2.2.1(a) comprise:

- (a) the performance of the Agency Functions of the CDSP in TPD Sections B, C, E, F, G, H, Q, S, V, and X and the performance of the agency functions in the equivalent provisions of the IGT Code;
- (b) the performance of the Agency Functions of the CDSP (in connection with data flows between Transporters and Independent Gas Transporters in IGTAD Sections D and E; and
- (c) the performance of the Agency Functions of the CDSP under other provisions of the Code which provide for such functions.

2.2.3 In relation to Agency Services which are Code Services, where the Agency Functions of the CDSP include sending or receiving Code Communications or making determinations on behalf of any Transporter:

- (a) the CDSP acts as agent of the relevant Transporter(s) in the performance of those functions;
- (b) in accordance with paragraph (a):
  - (i) Code Communications are given between Users and Transporters, and in sending or receiving such Code Communications the CDSP acts as agent of the Transporter or Transporters;
  - (ii) any such Code Communication given by the CDSP shall be deemed to have been given by and be binding on the Transporter, and Users shall be entitled to rely on such Code Communication; and
  - (iii) where there is a requirement in the Code under any such provision that a User give a Code Communication to a Transporter or the Transporters collectively, the User shall be treated as having complied with such requirement where the User gives the Code Communication to the CDSP; and
- (c) where the Agency Service requires the CDSP to act on behalf of the Transporters in the exercise of any discretion or rights conferred on the Transporters, the Transporters may provide guidance or instructions to the CDSP in respect thereof.

2.2.4 The IGT Code contains provisions equivalent to paragraph 2.2.3.

## **2.3 Direct Services which are Code Services – further provisions applying in relation to the Code**

2.3.1 The Parties acknowledge and agree, in connection with Direct Services which are Code Services, that:

- (a) the Code sets out or describes the functions of the CDSP as obligations of the CDSP (as if the CDSP were a party to the Code);
  - (b) the CDSP is not a Party, and is not bound by any Framework Agreement to comply with the Code; and
  - (c) accordingly the DSC operates to bind the CDSP to perform those functions assigned to it under the Code.
- 2.3.2 Where a provision of the Code referred to in paragraph 2.1.2, in relation to which the CDSP performs Direct Services, contains a rule, requirement or obligation binding on a Party and not expressed to be owed to any other Party or Parties in particular:
- (a) such provision operates for the benefit of all Parties, notwithstanding that such provision may be expressed as a provision about a TPD Communication to be given by or to, or a process to be followed by or with, the CDSP; and
  - (b) any Party which is or would be adversely affected by a breach of such provision may seek to enforce such provision (and GT Section B 2.4.1 does not apply to this paragraph).
- 2.3.3 The rights and obligations of the Parties under the Code shall not be affected by any failure or delay on the part of the CDSP in performing the Direct Services which are Code Services, so far as such rights and obligations are capable of being construed and determined notwithstanding such failure or delay, but without prejudice to any provision of the Code which expressly addresses any such failure or delay or the consequences thereof.
- 2.3.4 In the event of any conflict between the provisions of the Code and the provisions of the DSC:
- (a) as between the Parties, the provisions of the Code shall prevail; and
  - (b) any Party may propose (in accordance with the applicable provisions of the DSC) an amendment to the DSC to remove such conflict.
- 2.3.5 The IGT Code contains provisions equivalent to those of this paragraph 2.3.
- 2.4 Direct Services which are Code Services – further provisions applying in relation to the Code and IGT Code**
- 2.4.1 In relation to Direct Services which are Code Services:
- (a) the CDSP acts as the operator in its own name of the Supply Point Register and the supply point register under the IGT Code; and
  - (b) TPD Communications and IGT Code Communications given or received by the CDSP under the provisions of the Code and the IGT Code referred to in paragraph 2.1.2 are given or received by it in its own name (as such operator), and not as agent of any particular Party.
- 2.4.2 So far as any of the Direct Functions comprise the functions to be fulfilled by the Supply Point Information Service (“SPIS”) pursuant to Standard Special Condition



A31 and Standard Condition 31 (“**SC31**”) of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences:

- (a) the DSC shall take effect as an arrangement by which (as contemplated by SC31) the Transporters and the Independent Gas Transporters procure the establishment and subsequent operation and maintenance by the CDSP of the SPIS; and
- (b) the CDSP shall perform the CDSP Services and otherwise act so as to ensure the Transporters and the Independent Gas Transporters comply with SC31.

2.4.3 Where, in connection with Direct Services, a provision of the Code or the IGT Code confers on the CDSP any discretion or choice, or requires or entitles the CDSP to make a judgement or form an opinion, in connection with any action taken or communication given by a particular Party (the relevant Party):

- (a) the Contract Management Committee may prescribe principles or guidance to be followed by the CDSP in doing so;
- (b) the CDSP may request the Contract Management Committee to provide such principles or guidance (in general or in particular cases); and
- (c) subject to or in the absence of any such principles or guidance, the CDSP shall act with a view to meeting the following principles:
  - (i) to avoid undue discrimination between Parties or Parties of a particular Customer Class;
  - (ii) to avoid any significant cost or risk being imposed on any Party or Parties other than the relevant Party;
  - (iii) to avoid any significant cost or risk being incurred by the CDSP (including any risk to UK Link) which may affect other Parties;
  - (iv) to allow the relevant Party to enjoy the benefit of the relevant provision where no significant cost or risk will be imposed on any other Party or Parties, but subject to paragraph (v); and
  - (v) not to allow the relevant Party to avoid complying with the Code or IGT Code, as the case may be, on a persistent basis.

2.4.4 Except as expressly provided in the Code or the DSC, no provision of the Code or the IGT Code is incorporated into the DSC and nothing in the Code or the IGT Code shall operate to impose any obligation or confer any right on the CDSP.

## **2.5 Amendment of DSC by Code Modification**

2.5.1 This paragraph 2.5 applies where the Code or the DSC provides that any part of the DSC may be amended, or may only be amended, where authorised by a Code Modification pursuant to the Modification Rules.

2.5.2 Any Party may make a Modification Proposal to authorise the amendment of the relevant part of the DSC, subject to the provisions of the DSC.

2.5.3 The CDSP will, in accordance with the applicable provisions of the DSC, amend the relevant part of the DSC in accordance with any Code Modification which authorises such amendment, and such amendment shall be made and effective as provided in the DSC.

## 2.6 Data Permissions Matrix

2.6.1 For the purposes of the Code:

- (a) **“DAM”** is the ‘Data Access Matrix’ as defined in and established under the Retail Energy Code;
- (b) the **“Data Permissions Matrix”** or **“DPM”** is the document of that name which sets out:
  - (i) categories of data maintained by the CDSP in the Supply Point Register; and
  - (ii) for each such category, classes of person (not being Parties to the Code or parties to the IGT Code) to whom the CDSP is permitted to provide such data (**“permitted data recipients”**);
- (c) **“Gas Enquiry Service”** has the meaning given in the Retail Energy Code.

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

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

2.6.4 The IGT Code contains provisions equivalent to paragraph 2.6.3.

2.6.5 The DPM applies in respect of the provision of data by the CDSP to permitted data recipients including pursuant to any Third Party Services.

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

- (a) in the case of data provided pursuant to the Retail Energy Code, the terms provided in or established pursuant to the Retail Energy Code;
- (b) in the case of data provided pursuant to Third Party Services (including pursuant to the Gas Enquiry Service where provided by the CDSP), terms which comply with the Third Party and Additional Services Policy.

2.6.7 The CDSP shall not agree pursuant to Third Party Services to provide data to any person (other than a Core Customer) except:

- (a) to the extent permitted in the DPM;
- (b) to the extent required for the purposes of the CDSP complying with any contract between the CDSP and RECCo relating to provision of ‘CDSP Further Services’ (as defined in REC);

- (c) for the purposes of the Gas Enquiry Service (where provided by the CDSP) to the extent permitted in the DAM).

2.6.8 DPM may (and may only) be modified by a decision of the Contract Management Committee.

### **3 DATA SERVICES CONTRACT**

#### **3.1 Content of Data Services Contract**

3.1.1 The DSC comprises:

- (a) an agreement (“**DSC Agreement**”) in accordance with paragraph 3.1.2;
- (b) terms and conditions (“**DSC Terms and Conditions**”) in accordance with paragraph 3.1.3; and
- (c) further documents (“**CDSP Service Documents**”) in accordance with paragraph 3.1.4.

3.1.2 The DSC Agreement:

- (a) is an agreement, to which the CDSP and all Parties are (or by accession become) party, by which the DSC Terms and Conditions are given effect and made binding between the CDSP and the Parties; and
- (b) may be amended only by agreement of all of the parties to it.

3.1.3 The DSC Terms and Conditions:

- (a) give effect to and make binding (as between the CDSP and each Party) each CDSP Service Document;
- (b) oblige the CDSP to perform the Non-Service Functions assigned to it under the Code and the IGT Code;
- (c) incorporate and make binding (as between the CDSP and each Party) the CDSP-Related Provisions of the Code;
- (d) provide for the CDSP to provide or otherwise procure CDSP Services effectively to help facilitate the efficient and integrated operation of the gas industry;
- (e) contain terms and conditions of the DSC which are not contained in the CDSP Service Documents; and
- (f) may only be amended by way of Code Modification in accordance with paragraph 2.5.

3.1.4 The CDSP Service Documents:

- (a) comprise the following documents:
  - (i) a description (“**CDSP Service Description**”) of the CDSP Services, in

accordance with paragraph 3.2;

- (ii) a methodology (“**Budget and Charging Methodology**”) for budgeting CDSP Costs and setting CDSP Charges, in accordance with paragraph 3.3;
- (iii) a policy (“**Credit Policy**”) for Core Customer credit risk management and debt enforcement in relation to the DSC, in accordance with paragraph 3.4;
- (iv) the UK Link Manual in accordance with paragraph 5.2;
- (v) rules and procedures (“**Change Management Procedures**”) for amending the CDSP Service Documents and for modifications of UK Link in accordance with paragraph 3.5;
- (vi) arrangements (“**Contract Management Arrangements**”) for management and reporting in respect of the DSC in accordance with paragraph 3.6;
- (vii) a policy (“**Third Party and Additional Services Policy**”) for Third Party Services and Additional Customer Services in accordance with paragraph 3.7; and
- (viii) the Transitional Arrangements Document in accordance with Part I paragraph 3 of the Transition Document, for so long as its provisions continue to be effective; and

- (b) may be amended in accordance with the provisions of the DSC Terms and Conditions and the Change Management Procedures.

3.1.5 Each document comprising part of the DSC shall be kept up to date and published by the Transporters (or the CDSP on their behalf) on the website of the Code Administrator.

3.1.6 The Parties shall keep the DSC under review to ensure (through amendment pursuant to the Change Management Procedure) that it continues to comply with the requirements of the Code.

## **3.2 CDSP Service Description**

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

3.2.2 Under the CDSP Service Description:

- (a) CDSP Services shall be divided into areas (“**Service Areas**”) of related CDSP Services; and
- (b) within each Service Area each individual CDSP Service is a “**Service Line**”.

3.2.3 The CDSP Service Description shall (without limitation):

- (a) oblige the CDSP to perform the functions assigned to it under the Code and the IGT Code as Code Services;
- (b) in relation to a Code Service, specify the CDSP Service by reference to the relevant provision of the Code or the IGT Code, as the case may be (and, in the case of a Direct Service, by identifying the relevant function of the CDSP as specified in the Code or IGT Code);
- (c) oblige the CDSP to perform the GRDA Functions.

### 3.3 Budget and Charging Methodology

3.3.1 The Budget and Charging Methodology shall provide for:

- (a) the CDSP to prepare, consult on and publish a budget (“**CDSP Budget**”) for each CDSP Year, identifying the activities expected to be performed by the CDSP in the CDSP Year and the forecast CDSP Costs in respect of those activities (and constituting the CDSP Annual Budget referred to in the CDSP Licence Condition);
- (b) the basis for an appeal to the Authority in respect of the CDSP Budget as provided in the CDSP Licence Condition and the implementation of the Authority's decision;
- (c) a basis for the allocation of CDSP Costs to the activities of the CDSP, including the provision of CDSP Services;
- (d) the basis on which the CDSP will determine CDSP Charges to Core Customers (and other persons) in respect of CDSP Services and other activities of the CDSP, with a view to recovering CDSP Costs and ensuring an adequate level of working capital, and consistent with the principles in paragraph 1.4.6;
- (e) the CDSP to prepare and publish an annual charging statement (“**Annual Charging Statement**”) for each CDSP Year setting out the CDSP Charges payable by Core Customers in respect of CDSP Services (other than Additional Customer Services); and
- (f) the circumstances in which and basis on which the CDSP Budget may be amended within the CDSP Year, and the Annual Charging Statement and CDSP Charges amended as a result.

3.3.2 The Budget and Charging Methodology shall provide for:

- (a) the CDSP to publish and keep under review the Budget and Charging Methodology and Annual Charging Statement;
- (b) the Budget and Charging Methodology and Annual Charging Statement:
  - (i) to facilitate the objective of economic, efficient and transparent charging for the provision of CDSP Services; and
  - (ii) to achieve the Charging Methodology Objectives (as defined in the CDSP

Licence Condition);

- (c) the further matters required under the CDSP Licence Condition.

### **3.4 Credit Policy**

3.4.1 The Credit Policy shall provide for:

- (a) the basis on which the CDSP shall assess the creditworthiness of, and set an unsecured credit limit for, each Core Customer;
- (b) requirements for Core Customers to provide credit cover for indebtedness under the DSC in excess of the unsecured credit limit;
- (c) the determination of the outstanding indebtedness of Core Customers under the DSC;
- (d) the steps to be taken where a Core Customer fails to comply with its credit obligations under the Credit Policy; and
- (e) the steps to be taken where a Core Customer fails to pay an amount due under the DSC or is in other financial default of the DSC.

### **3.5 Change Management Procedures**

3.5.1 The Change Management Procedures shall provide for:

- (a) the basis on which a change or modification may be proposed:
  - (i) in respect of CDSP Services under the DSC;
  - (ii) in respect of UK Link;
  - (iii) in respect of the UK Link Manual; and
  - (iv) in respect of any other CDSP Service Document;
- (b) the procedures to be followed in respect of any such proposed change or modification;
- (c) the coordination of such procedures with the Modification Procedures, where the change to CDSP Services is required by a Code Modification; and
- (d) the role of the Change Management Committee in connection with the foregoing.

3.5.2 The Change Management Procedures shall also provide for the procedure by which a CDSP Service Document will be modified pursuant to a Code Modification as provided in paragraph 2.5.

### **3.6 Contract Management Arrangements**

3.6.1 The Contract Management Arrangements shall provide for:

- (a) requirements as to the manner in which the CDSP meets its obligations to provide CDSP Services under the DSC;
- (b) the role of the Contract Management Committee in managing the DSC on behalf of Core Customers;
- (c) reporting and audit requirements in respect of the performance by the CDSP of its obligations under the DSC; and
- (d) procedures to be followed in respect of disputes arising under the DSC.

### **3.7 Third Party and Additional Services Policy**

3.7.1 The Third Party and Additional Services Policy shall set out the basis on which the CDSP may provide and may agree to provide Additional Customer Services and Third Party Services.

3.7.2 The Third Party and Additional Services Policy shall include:

- (a) limits to the scope and amount of Third Party Services with a view to limiting risk and cost to Core Customers;
- (b) principles governing the liability which the CDSP may accept in the provision of Third Party Services;
- (c) the requirement to earn a margin (above an allocation of CDSP Costs) in the charges made for Third Party Services; and
- (d) the basis on which CDSP may agree to provide Additional Services.

## **4 DSC COMMITTEES**

### **4.1 Establishment and functions of DSC Committees**

4.1.1 In connection with the DSC and the activities of the CDSP the following Network Code Sub-committees (each a “**DSC Committee**”) are established:

- (a) Change Management Committee; and
- (b) Contract Management Committee.

4.1.2 The Change Management Committee shall perform the functions and have the powers and duties provided in this Section D and in the DSC in connection with changes to the DSC.

4.1.3 The Contract Management Committee shall perform the functions and have the powers and duties provided in this Section D and in the DSC in connection with the management of the DSC and review or approval of the activities of the CDSP.

4.1.4 A DSC Committee may establish a sub-committee for such purposes (within the scope of its functions, powers and duties) and comprising such members and on such terms as it decides; and references to a DSC Committee include any such sub-committee.

- 4.1.5 The DSC Committees are autonomous and (except pursuant to an appeal in accordance with paragraph 4.5 or otherwise as expressly provided in this Section D) the UNC Committee has no power to overrule a decision of a DSC Committee or reduce or qualify the scope of its functions, powers and duties.
- 4.1.6 A DSC Committee may decide to refer a matter (within the scope of its functions, powers and duties) to the other DSC Committee, but otherwise neither DSC Committee is subordinate to the other.
- 4.1.7 No decision of a DSC Committee may be made or (if made) shall be effective if the decision would cause the CDSP to be or act in breach of the DSC.
- 4.1.8 A DSC Committee shall have no function, power or duty in relation to the EPG Scheme or in relation to the CDSP acting as the EPG Scheme Administrator.

## **4.2 Constitution of DSC Committees**

- 4.2.1 Each DSC Committee shall comprise representatives (“**Committee Representatives**”) of each Customer Class as follows:
- (a) 6 individuals appointed as representatives of Shipper Users (“**Shipper User Representatives**”); and
  - (b) 6 individuals appointed as representatives of Transporters and IGTs, of which:
    - (i) 2 shall be appointed by National Gas Transmission (“**NTS Representative**”);
    - (ii) 2 shall be appointed by DN Operators (“**DNO Representatives**”); and
    - (iii) 2 shall be appointed by IGTs (“**IGT Representatives**”).
- 4.2.2 Annex D-2 sets out the basis on which the Committee Representatives of each Customer Class are to be appointed and from time to time removed and/or replaced.
- 4.2.3 References to Committee Representatives of a Customer Group are to Committee Representatives appointed as representatives of the Customer Class or Customer Classes comprising that Customer Group.
- 4.2.4 Each meeting of a DSC Committee shall be chaired by a person (not being a Committee Representative or the Committee Secretary) nominated by the Code Administrator (“**Committee Chairperson**”).
- 4.2.5 The Code Administrator shall nominate and may from time to time remove and replace) a person (not being a Committee Representative) as secretary (“**Committee Secretary**”) for each DSC Committee.
- 4.2.6 A person who is a director of the CDSP may not be a Committee Representative.
- 4.2.7 The same person may be a Committee Representative on both DSC Committees.

## **4.3 Voting arrangements**



4.3.1 Each Committee Representative shall hold one (1) vote; provided that in the circumstances provided for in Annex D-2 a Committee Representative may hold more than one (1) vote.

4.3.2 A decision of a DSC Committee shall be made:

- (a) where the DSC or this Section D expressly so provides, by the vote of the Committee Representatives of a particular Customer Group; and Committee Representatives of a Customer Class not comprised in that Customer Group shall not vote on the relevant matter; and
- (b) except as provided in paragraph (a), by the vote of all Committee Representatives (a **“Full Vote”**).

and, in relation to any matter to be decided by a DSC Committee, the **“Voting Representatives”** are the Committee Representatives who (pursuant to this paragraph 4.3.1) are to vote on the matter.

4.3.3 If (after considering the views of the CDSP) there is a bona fide difference of opinion within a DSC Committee as to the question whether a matter falls within paragraph 4.3.2(a), that question shall be decided under paragraph 4.3.2(b), but that decision is subject to appeal under paragraph 4.5.

4.3.4 Decisions of a DSC Committee shall be made:

- (a) where expressly so provided in the DSC or this Section D, by the unanimous vote of the Voting Representatives who are present at the relevant meeting and who vote in respect of the matter to be decided (a **“Unanimous Vote”**); and
- (b) except as provided in paragraph (a) by a simple majority of the votes of the Voting Representatives who are present at the relevant meeting and who vote in respect of the matter to be decided,

and accordingly, where a Voting Representative is not present at the relevant meeting or abstains from voting in respect of a decision, such Voting Representative shall not be counted in determining whether a unanimous vote or (as the case may be) a simple majority of votes has been obtained.

4.3.5 Where on a vote conducted under paragraph 4.3.3(b), there is an equal number of votes in favour of and against the matter to be decided:

- (a) no person shall exercise a casting vote; and
- (b) for the purposes of the provisions of paragraph 4.5 in respect of appeal of decisions, the DSC Committee shall be treated as having made a decision against the relevant matter.

4.3.6 It is expected that decisions of DSC Committees will generally be consensual; and the person chairing a meeting of a DSC Committee may, in respect of any matter to be decided, invite any Voting Representative who objects to indicate their objection, on the basis that (in the absence of any such objection) the matter shall be treated as decided (by a Unanimous Vote).

#### 4.4 Proceedings of DSC Committees

- 4.4.1 Unless in conflict with any provision of this paragraph 4, the provisions of Sections 4.5 and 5 (excluding Sections 5.1, 5.2, 5.5, 5.6, and 5.8) of the Modification Rules shall apply (mutatis mutandis, and disregarding references therein to other provisions of the Modification Rules) in relation to each DSC Committee.
- 4.4.2 Committee Representatives (of whom at least two (2) shall be Shipper Representatives representing at least two (2) Shipper Classes (excluding ANC allocated votes) and three (3) shall be DNO Representatives, NTS Representatives or IGT Representatives, excluding the Committee Chairperson) present at a meeting of a DSC Committee who can exercise six (6) votes shall be a quorum; provided a meeting convened at which the only decisions to be made fall within paragraph 4.3.2(a) in relation to a particular Customer Group shall be quorate notwithstanding the absence of such Committee Representatives provided all the Committee Representatives of the relevant Customer Group are present.
- 4.4.3 The Committee Chairperson may not make a determination (as provided in Section 5.10.1 of the Modification Rules) which would exclude a representative of a Party from attending or participating in the business of a meeting of a DSC Committee (but without prejudice to any other provision of this Section D or the DSC which limits the right of a Party to attend such a meeting).
- 4.4.4 The CDSP is entitled and required to attend (by one or more representatives) each meeting of a DSC Committee.
- 4.4.5 In relation to any matter to be considered by a DSC Committee, the “**next eligible**” meeting of the DSC Committee is the first meeting for which the matter can be included in the meeting’s agenda in accordance with the requirements in paragraph 5 (including its provisions for meetings called on short notice, where applicable) of the Modification Rules.
- 4.4.6 A Committee Representative which is employed or otherwise engaged by a Core Customer shall not in general be precluded from participating in any meeting of a DSC Committee or voting on a matter in respect of which that Core Customer has an interest, but where:
- (a) a decision to be taken by a DSC Committee concerns a dispute between the CDSP and a Core Customer, or a breach or a claim of breach by a Core Customer of the DSC; and
  - (b) the identity of the Core Customer is known to the DSC Committee,
- then a Committee Representative, or alternate, employed or otherwise engaged by such Core Customer shall not vote on such decision.

#### 4.5 Appeal

- 4.5.1 A Core Customer may appeal a decision of a DSC Committee subject to and in accordance with this paragraph 4.5.
- 4.5.2 The grounds on which a decision of a DSC Committee may be appealed are:

- (a) that the decision is not in accordance with a provision of this Section D or the DSC; or
  - (b) that the decision is not consistent with the DSC Objectives.
- 4.5.3 A Core Customer appealing a decision of a DSC Committee must give notice to the Secretary of the appeal, within 10 Business Days after the publication of the decision, specifying the decision in question and the grounds (as provided in paragraph 4.5.2) on which the appeal is made.
- 4.5.4 Where notice of appeal of a decision is given in accordance with paragraph 4.5.3:
- (a) the Secretary shall send the notice to the relevant DSC Committee, the CDSP and each other Core Customer, and place the appeal on the agenda of the next meeting of the UNC Committee;
  - (b) any Core Customer may, within five Business Days after the notice of appeal was sent under paragraph (a), send to the UNC Committee representations in respect of the matter;
  - (c) the UNC Committee may request further information from the CDSP, the DSC Committee or any Core Customer in connection with the appeal;
  - (d) the UNC Committee shall decide the matter, by reference to the grounds of appeal in paragraph 4.5.2 (and consistent with the provisions of the DSC in respect of the decision in question), in one of the following ways:
    - (i) by upholding the decision of the DSC Committee;
    - (ii) by making a different decision in substitution for the DSC Committee's decision; and
    - (iii) by remitting the matter to the DSC Committee for a further decision with such guidance or instruction as the UNC Committee shall decide; and
  - (e) the UNC Committee shall at the same time (and regardless of which decision it makes within paragraph (d)) decide whether in its opinion the matter subject to appeal affects or may affect competition between Parties or any class of Parties, results or may result in a breach of a Relevant Licence Provision, or otherwise affects or may affect the interests of consumers, in each case to a material extent (the "**further appeal criteria**").
- 4.5.5 Subject to paragraphs 4.5.6, 4.5.7 and 4.5.8, the decision of the UNC Committee in respect of the appeal is final and binding.
- 4.5.6 Where, following the decision of the UNC Committee in respect of an appeal:
- (a) a Core Customer considers that the grounds of appeal in paragraph 4.5.2 are met in respect of the UNC Committee's decision under paragraph 4.5.4(d); and
  - (b) the UNC Committee decided that any of the further appeal criteria in paragraph 4.5.5(e) were met,

the Core Customer may, within five Business Days after the publication of the UNC

Committee's decision, appeal to the Authority the UNC Committee's decision to the Secretary, by notice given to the Secretary setting out the basis on which it considers the grounds of appeal in paragraph 4.5.2 are met.

- 4.5.7 Where a Core Customer gives notice of appeal of the UNC Committee's decision, the matter shall be referred to the Authority as follows:
- (a) the Secretary shall send to the Authority a statement of the decision subject to appeal together with relevant papers which were considered by the UNC Committee in reaching its decision;
  - (b) any Core Customer may, within five Business Days after the statement in paragraph (a) is published, send to the Authority representations in respect of the matter; and
  - (c) the Authority is requested to determine the matter, by reference to the grounds of appeal in paragraph 4.5.2, in one of the following ways:
    - (i) by upholding the decision of the UNC Committee;
    - (ii) by making a different decision in substitution for the UNC Committee's decision; or
    - (iii) by remitting the matter to the UNC Committee for a further decision with such guidance or instruction as the Authority shall decide.
- 4.5.8 The decision of the Authority in respect of an appeal is final and binding.
- 4.5.9 Until the UNC Committee or (if its decision is appealed to the Authority) the Authority makes a determination in respect of an appeal, the decision of the DSC Committee stands; but where a decision is appealed the DSC Committee shall make a separate decision (under paragraph 4.3.1(b)) as to whether the CDSP is to act on the decision pending the decision of the UNC Committee and (where applicable) the decision of the Authority.
- 4.5.10 The provisions of this paragraph 4.5 for appeal of a decision of a DSC Committee are without prejudice to the ability of a Core Customer to assert that a purported decision of a DSC Committee is outside its scope of authority pursuant to this Section D and the DSC and so is without effect.

## **5 UK LINK**

### **5.1 Introduction**

- 5.1.1 This paragraph 5 sets out:
- (a) requirements of the Code in respect of UK Link and the UK Link Manual; and
  - (b) the basis on which Code Communications are to be given as UK Link Communications.
- 5.1.2 For the purposes of the Code:
- (a) **“UK Link”** means the information technology and communications (ITC)

systems (in aggregate) used by the CDSP to provide CDSP Services (including an information exchange system allowing the electronic transfer of information between the CDSP and UK Link Users and access to other parts of such ITC systems), as described in the UK Link Manual, and as from time to time modified in accordance with the Change Management Procedures;

- (b) **“UK Link Gemini”** means those parts of UK Link which support the implementation of the provisions of TPD Section B in relation to NTS Entry Capacity and NTS Exit Capacity and of TPD Sections E and F in respect of the determination of Energy Balancing Charges, as further specified in the UK Link Manual;
- (c) a **“UK Link User”** is:
  - (i) the CDSP;
  - (ii) any Party in its capacity as a user of UK Link, provided that a Discontinuing User shall cease to be a UK Link User upon the User Discontinuance Date;
  - (iii) the CSS Provider for the purposes provided for in the Retail Energy Code;
  - (iv) any other person permitted to have access to and use of UK Link in accordance with the Code, the UK Link Manual, and/or the Third Party and Additional Services Policy;
- (d) a **“UK Link Communication”** is a message transmitted by a UK Link User by means of UK Link in accordance with the requirements of the UK Link Manual; and for these purposes a **“message”** is a discrete transmission electronically sent or electronically posted by a UK Link User, and includes a message accessible in UK Link by API (application programmable interface);
- (e) a **“Code Communication”** is:
  - (i) a TPD Communication;
  - (ii) an IGTAD Communication (excluding an IGTAD Communication given pursuant to IGTAD Section B); and
  - (iii) for the purposes of the provisions of this paragraph 5 relating to the UK Link Manual, an IGT Code Communication which is stated in the IGT Code to be a Code Communication; and
- (f) a **“UK Link User Agreement”** is an agreement between the CDSP and another UK Link User other than a Core Customer which provides for such person to have access to and use of UK Link or any part of it.

5.1.3 The CDSP will secure the establishment and operation of UK Link, and will afford to UK Link Users access to and use of UK Link, subject to paragraph 5.1.4.

5.1.4 In relation to UK Link Gemini:

- (a) the CDSP maintains UK Link Gemini on behalf of National Gas Transmission;

- (b) National Gas Transmission will afford to UK Link Users access to and use of UK Link Gemini; and
- (c) accordingly the CDSP makes UK Link Gemini available and performs other functions in relation to UK Link Gemini (in accordance with the relevant Service Lines in the CDSP Service Description) as Agency Services for National Gas Transmission.

5.1.5 Parties and the CDSP will communicate with each other by means of UK Link, subject to and in accordance with this paragraph 5.

5.1.6 Parties and the CDSP are required to comply with the relevant requirements of this paragraph 5 and the UK Link Manual in respect of access to and use of UK Link.

5.1.7 Annex D-1 sets out provisions relating to facilities within UK Link available for trading between Users.

5.1.8 The IGT Code contains provisions equivalent to provisions of this paragraph 5 which relate to sending and receiving UK Link Communications.

## **5.2 UK Link Manual**

5.2.1 The “**UK Link Manual**” is the document of that title containing the following matters:

- (a) a description of UK Link (or each part of UK Link);
- (b) terms and conditions on which UK Link Users have access to and use of UK Link;
- (c) details of how UK Link will be made available to UK Link Users, and when it may not be available;
- (d) details of the means by which Code Communications are to be made; and (in relation to Code Communications to be made as UK Link Communications) details of how such UK Link Communications are made and recorded, including the matters set out in paragraph 5.6 and 5.8;
- (e) the Code Contingency Guidelines Document as referred to in paragraph 5.9; and
- (f) such further matters as are provided for in this paragraph 5 or elsewhere in the Code, or as the CDSP considers and the Change Management Committee or (in a case within paragraph 5.2.3) the UNC Committee accepts are appropriate.
- (g) a document prepared and managed by the CDSP which sets out the data items available to the Parties (the “**Data Permissions Matrix**”).

5.2.2 The UK Link Manual is a CDSP Service Document for the purposes of this Section D and the DSC, and is a UNC Related Document for the purposes of the Code.

5.2.3 It shall be an obligation of a UK Link User under the Code to comply with a provision of the UK Link Manual where such provision is expressly identified in the UK Link Manual as one which is made binding on such UK Link User by this paragraph 5.2.3, and not otherwise; but it is acknowledged that as respects all provisions of the UK Link Manual (whether or not made binding by this paragraph 5.2.3) a UK Link User may be

unable to make a UK Link Communication (and so may be unable to exercise an entitlement to make a Code Communication required to be made as such) where the UK Link User does not comply with such provisions.

- 5.2.4 The UK Link Manual does not form a part of the Code (without prejudice to paragraph 5.2.3); and, in case of any conflict between the Code and the UK Link Manual, the Code shall prevail.

### **5.3 Code Communications**

- 5.3.1 A UK Link Communication given in accordance with this paragraph 5.3 and the UK Link Manual shall be treated as an effective and valid Code Communication, and each Party confirms that it intends and agrees that UK Link Communications shall have legal effect for the purposes of the Code.
- 5.3.2 The UK Link Manual specifies in respect of each Code Communication therein listed whether it is to be given as a UK Link Communication, by Active Notification System, by Conventional Notice, by e-mail, by facsimile or by telephone, and in some cases alternative such means by which it may be given; and (subject to paragraph 5.2.4 and GT Section B5.1.2) a Code Communication may only be given by the means so specified or (where alternative such means are specified) by one of such alternative means.
- 5.3.3 Where the Code or the UK Link Manual specifies the form and/or format of UK Link Communication by which a particular Code Communication is required to be given, that Code Communication may be given only in that form and/or that format.
- 5.3.4 In the event of a Code Contingency, Code Communications shall be (and are permitted to be) given on the basis set out in paragraph 5.9.
- 5.3.5 Where a Code Communication which is required to be given as a UK Link Communication (and is not permitted to be given by another means except pursuant to paragraph 5.3.4) is not given in accordance with the requirements of this paragraph 5.3 and the UK Link Manual, and as a result is not properly received by the intended recipient, it shall be deemed not to have been given and shall be of no effect.
- 5.3.6 The failure of a UK Link User to comply with a requirement that a Code Communication be given as a UK Link Communication, or as to the form or format in which such UK Link Communication is to be given, shall not of itself be a breach of the Code (but without prejudice to paragraph 5.3.5 or to any breach which may result from the failure to give the Code Communication).

### **5.4 Planned UK Link downtime**

- 5.4.1 Pursuant to the UK Link Manual:
- (a) on each Day and/or particular Days UK Link, or (where so specified in the UK Link Manual) particular parts of UK Link, will not be operational at certain times and for certain periods (“**planned UK Link downtime**”) specified in or determined in accordance with the UK Link Manual; and
  - (b) during planned UK Link downtime,

UK Link Users will not be able to have access to or use UK Link or the relevant part thereof, and accordingly will not be able to make UK Link Communications, except to the extent, if any, provided for in the DSC or the UK Link Manual.

- 5.4.2 During planned UK Link downtime, notwithstanding any other provision of the Code, Parties will not be entitled to make any Code Communication which is required to be made as a UK Link Communication, except to the extent (if any) provided for in the UK Link Manual or (where part only of UK Link is subject to such downtime) where such part is not required to enable such communication to be made, and their respective rights under the Code shall be construed accordingly.
- 5.4.3 Except as provided in paragraph 6.5(b) of the UK Link Terms and Conditions (as defined in the DSC), the unavailability of UK Link during planned UK Link downtime will not be a Code Contingency for the purposes of paragraph 5.9; but any such unavailability which extends or the CDSP reasonably anticipates will extend beyond the period of planned UK Link downtime will (subject to and in accordance with the Contingency Procedures) be a Code Contingency.

## **5.5 Access to and use of UK Link**

- 5.5.1 For the purposes of the Code:
- (a) the UK Link Manual sets out requirements (“**UK Link Access Requirements**”) which UK Link Users must comply with in order to have access to and use UK Link;
  - (b) (without prejudice to the DSC) it is a requirement for the purposes of the Code that each Party complies with the UK Link Access Requirements; and
  - (c) where a Party does not comply with the UK Link Access Requirements, the Party may be unable to give or receive Code Communications, and (unless otherwise provided) such inability shall not relieve the Party from any obligation or liability under the Code.
- 5.5.2 The UK Link Access Requirements include requirements for the provision by the CDSP of certain facilities and services to enable a UK Link User to have access to UK Link:
- (a) which are provided as Direct Services as specified in the CDSP Service Description; and
  - (b) for which the CDSP Charges are to be determined on a uniform basis for Core Customers, Trader Users and UK Link Users who are not Parties.
- 5.5.3 The security arrangements set out in the UK Link Manual include the basis on which a UK Link User may nominate representatives as authorised to access and use UK Link on behalf of and using the identification of that UK Link User.
- 5.5.4 Any other UK Link User shall be entitled to assume that any person nominated as such a representative by a UK Link User or otherwise using the identification of the UK Link User is fully authorised to access and use UK Link (and in particular to initiate, authorise and transmit, and to receive or access for the purposes of receiving, UK Link Communications); and any UK Link Communication transmitted by such a person shall be treated as given by the UK Link User.



5.5.5 In any case (including a Code Contingency) where the CDSP suspends or inhibits access (by a UK Link User or UK Link Users) to UK Link in accordance with the DSC, such UK Link User(s) may be prohibited from using UK Link; and it is acknowledged that, in such circumstances, such UK Link User(s) may be unable to make a UK Link Communication (and so may be unable to exercise an entitlement to make a Code Communication required to be made as such).

## **5.6 UK Link Communications**

5.6.1 The UK Link Manual specifies:

- (a) different forms of UK Link Communication; and
- (b) for each Code Communication required to be given as a UK Link Communication, the required form of UK Link Communication.

5.6.2 For each form of UK Link Communication, the UK Link Manual specifies (in respect of messages comprised in that form of UK Link Communication):

- (a) the class or classes of UK Link User by which and to which each message is sent;
- (b) in certain cases, times at which and/or periods within which such messages may be sent;
- (c) the basis (if any) on which the message is validated as complying with applicable requirements of the UK Link Manual and may be rejected by UK Link where invalid;
- (d) the basis on which and the facility or system (within UK Link) in which the sending or receipt of the message will be recorded;
- (e) the basis on which the time and date of sending or receipt of the message will be recorded;
- (f) whether the message is treated as received by the recipient when recorded as sent or as received;
- (g) whether a recipient of the message must access the message within UK Link after the message has been sent and treated as received;
- (h) in a case within paragraph (g), the basis on which the recipient(s) of the message can access the message, and the period within which they may do so (and the basis on which the message may or will be removed after such period and following which the message is or may be no longer accessible);
- (i) whether a message acknowledging receipt of the UK Link Communication is automatically generated and sent; and
- (j) in a case within paragraph (i), procedures to be followed by the sender and intended recipient where no such acknowledgment is received.

5.6.3 The provisions of the UK Link Manual referred to in paragraph 5.6.2 are effective for the purposes of the Code; and accordingly where any Code Communication is sent as a

**UK Link Communication:**

- (a) the Code Communication may be given only in accordance with those provisions;
- (b) the Code Communication shall be deemed given and received in accordance with those provisions; and
- (c) any question as to whether and when the Code Communication was effectively given or received shall be determined in accordance with those provisions.

**5.6.4** In any case referred to in paragraph 5.6.2(g):

- (a) each UK Link User which is a recipient of the UK Link Communication shall be responsible for accessing the relevant part of UK Link (to access such messages) at such intervals as shall be appropriate and prudent; and
- (b) the relevant Code Communication shall be deemed to have been received by a UK Link User to whom it is transmitted at the time determined in accordance with the UK Link Manual, irrespective of whether or when accessed (as referred to in Section 5.6.2(h)) by that UK Link User.

**5.6.5** In any case referred to in paragraph 5.6.2(j):

- (a) the relevant UK Link Users shall comply with the procedures in the UK Link Manual; and
- (b) the question whether the message is treated as received by the intended recipient shall be determined, by reference to those procedures, as set out in the UK Link Manual.

**5.7 Active Notification**

**5.7.1** An “**Active Notification Communication**” is a message transmitted by National Gas Transmission by means of the Active Notification System, as described in the UK Link Manual.

**5.7.2** The “**Active Notification System**” is the system (as described in the UK Link Manual) provided and operated by National Gas Transmission for transmitting messages to a warning device (“**Active Notification Device**”).

**5.7.3** The Active Notification System does not form part of UK Link and the CDSP has no functions in relation to the Active Notification System.

**5.7.4** An Active Notification Communication shall be deemed to have been received by the UK Link User to whom it is transmitted at the time it is logged 'as sent' by the Active Notification System.

**5.7.5** Each UK Link User (of a class to which Active Notification Communications may be sent) shall ensure that at all times a representative of the UK Link User has an Active Notification Device in their continuous possession and control.

**5.7.6** An Active Notification Communication may (where so provided in the UK Link Manual) be notice to the effect that a Code Communication has been given by National

Gas Transmission by some other permitted means (in which case the Active Notification Communication will not contain the Code Communication itself).

## 5.8 Audit Trail

- 5.8.1 The CDSP will retain a complete and chronological record of all UK Link Communications transmitted received by means of UK Link, for the minimum period applicable in respect of the relevant communication, as specified in the UK Link Manual, following transmission or receipt.
- 5.8.2 The CDSP (in accordance with the DSC) and each other UK Link User shall ensure that electronic or computer records containing UK Link Communications are readily accessible and are capable of being reproduced in a human readable form and of being printed, if required.
- 5.8.3 Records made by the facilities or systems (as referred to in paragraph 5.6.2(d)) within UK Link of the transmission or receipt of UK Link Communications, and (as respects UK Link Communications the transmission or receipt of which is not so recorded) other records retained by the CDSP and/or UK Link Users in accordance with this paragraph 5.8, shall be prima facie evidence of the transmission or receipt of such UK Link Communications.
- 5.8.4 In the event of a dispute between any UK Link Users as to any Code Communication the sending of which was (as a UK Link Communication) recorded by UK Link, the CDSP will, as soon as reasonably practicable after a request to do so, provide to the UK Link User a copy of what is recorded (in respect of such communication) in such facility.

## 5.9 Contingency Arrangements

- 5.9.1 For the purposes of the Code:
- (a) the “**Contingency Procedures**” are procedures contained in the Code Contingency Guidelines Document forming part of the UK Link Manual for the UK Link Users to communicate with each other in the event of a Code Contingency;
  - (b) a “**Code Contingency**” is an event or circumstance affecting UK Link, of a kind specified in the Contingency Procedures, which affects the ability of UK Link Users (or where so specified in the Contingency Procedures, of a particular UK Link User or particular UK Link Users) to give or receive UK Link Communications, or to generate information to be contained in a Code Communication; and
  - (c) the “**Code Contingency Guidelines Document**” is the document so titled forming part of the UK Link Manual and containing consolidated guidelines in respect of Code Contingencies.
- 5.9.2 The Parties and the CDSP adopt and (in the event of a Code Contingency) shall implement the relevant Contingency Procedures.
- 5.9.3 In the event of a Code Contingency, where so provided in the Contingency Procedures, a Code Communication which would normally be required to be given as a UK Link

Communication may (notwithstanding any other provision of the Code or the UK Link Manual) be given by any means provided for in the Contingency Procedures.

- 5.9.4 Except as provided in the Code or the Contingency Procedures, the provisions of the Code will apply in and will not be affected by a Code Contingency; and in particular any requirements under the Code or the UK Link Manual as to the timing and content of any Code Communication, and the giving of communications by means other than UK Link, will continue to apply.
- 5.9.5 Under the Contingency Procedures communication resources of UK Link Users will be used for the purposes of facilitating the continued giving (in accordance with the Contingency Procedures) of certain kinds of Code Communications in a Code Contingency, and so may not be available for other kinds of Code Communications; and accordingly, in any case where the Contingency Procedures do not make provision for the giving of a particular kind of Code Communication (which is required to be given as a UK Link Communication), it may not be possible for Code Communications of that kind to be given.
- 5.9.6 It is agreed that where certain Code Contingencies occur or continue for particular periods or at particular times:
- (a) the application of certain provisions of the Code (in particular, the requirement for Users to pay certain charges, or the basis on which such charges are determined), will be modified; and/or
  - (b) the timetable provided for in the Code for the giving of certain Code Communications may be extended,
- as provided in the relevant Section of the Code.
- 5.9.7 A Code Contingency of the kind referred to in paragraph 5.9.6 is a “**Class A Contingency**”.
- 5.9.8 Code Contingencies which are Class A Contingencies are specified, for the purposes of the relevant provisions of the Code, in the Contingency Procedures and referenced where appropriate in the relevant Sections of the Code.

## **6 MARKET PARTICIPANT REGISTRATION**

### **6.1 Introduction**

- 6.1.1 This paragraph 6 sets out the requirements of the Code with respect to the registration of and assignment of identity codes to, Market Participants by the CDSP (“**Market Participant Identity Registration Services**”).
- 6.1.2 Market Participant Identity Registration Services are Direct Functions of the CDSP.
- 6.1.3 For the purposes of the Code, a Market Participant is any one of the following;
- (a) a supplier;
  - (b) a person who holds a Shipper’s Licence (whether or not a Shipper User);
  - (c) a Meter Asset Manager;

- (d) a person who makes a Supply Meter Installation available for use by a supplier and consumer (a “**Meter Asset Provider**”); and
- (e) the holder of a Gas Transporter’s licence.

and for such purposes, Section A1.5 of the Independent Gas Transporter Arrangements Document shall apply.

6.1.4 The UK Link Manual shall incorporate a document (the “**Market Participant Identity Verification Approach Document**”) setting out the processes to be followed and verification measures to be applied by the CDSP in compiling, updating and amending the Market Participants List.

6.1.5 For the purposes of the Code, a “**Market Participant ID**” is a unique code for a Market Participant identifying it, the type (or types) of Market Participant that it is and such other information in relation to it as is provided for, and in the form provided for, by the Market Participant Identity Verification Approach Document.

## **6.2 The Market Participant Identity Registration Services**

6.2.1 The CDSP shall compile, maintain and publish the “**Market Participant Identities List**” being:

- (a) a record of all Market Participants which have applied to the CDSP for a Market Participant ID to be assigned to them, and such other Market Participants as may be provided for by the Market Participant Identity Verification Approach Document; and
- (b) the Market Participant IDs assigned to each such Market Participant from time to time.

6.2.2 The CDSP shall publish such information as may be reasonably required by Market Participants which are not Parties for the purposes of enabling them to acquire a Market Participant ID and secure its amendment as appropriate from time to time.

6.2.3 The CDSP shall provide to the Smart Energy Code Panel such information, support and assistance as it may reasonably request for the purposes of exercising its function of making a determination under either Section L3.29 or Section L3.30 of the Smart Energy Code, and shall provide to the Authority such information, support and assistance as it may reasonably request for the purposes of exercising its function of deciding any appeal brought under Section L3.33 of the Smart Energy Code.

## ANNEX D-1 - TRADING BETWEEN USERS

### 1 General

- 1.1 Users may use the UK Link Network (in addition to use for communicating with the Transporter) for the purposes of making User Trade Communications, in accordance with and subject to the relevant provisions of the UK Link Manual.
- 1.2 A “**User Trade Communication**” is:
- (a) an invitation by a User to other Users to make such an offer as is referred to in paragraph (b);
  - (b) an offer by a User to another User to make:
    - (i) a System Capacity Transfer, as Transferee User; or
    - (ii) a Storage Transfer, as transferee; or
  - (c) an acceptance by a User of such an offer (made by another User) as is referred to in paragraph (b) (such Users, the “**Trading Users**”).
- 1.3 A User Trade Communication shall be a UK Link Communication but (without prejudice to paragraph 4.1) is not a Code Communication.
- 1.4 Without prejudice to any other provision of the Code, nothing in this paragraph 1 prevents any User agreeing with another User a Capacity Transfer, Trade Nomination or Storage Transfer other than pursuant to a User Trade Communication.

### 2 Basis of User Trade Communications

- 2.1 A User Trade Communication shall be made and recorded as provided in the UK Link Manual.
- 2.2 The UK Link Manual sets out:
- (a) the basis on which a User Trade Communication may be made, and restrictions applying thereto; and
  - (b) details of the information concerning the User making the User Trade Communication, or comprised in that communication, which will be available to or accessible by other Users by or on the UK Link Network.

### 3 Effect of User Trade Communications: Users

- 3.1 Each User agrees with each other User that:
- (a) a User Trade Communication shall be treated as a valid and effective communication as between Users;
  - (b) a User Trade Communication under paragraph 1.2(b) shall be an offer capable

of acceptance by the User to whom it is addressed; and

- (c) a User Trade Communication under paragraph 1.2(c) shall be an acceptance of an offer giving rise to a contract between the relevant Users.

3.2 The terms of the contract referred to in paragraph 3.1(c) shall be those terms contained in the relevant User Trade Communication(s) and such other terms as shall have been agreed by the Trading Users or in default of such agreement the terms in the Appendix to this Annex D-1.

3.3 GT Section B2.4.1 shall not apply in respect of paragraphs 3.1 and 3.2.

#### **4 Effect of User Trade Communication: Transporter**

4.1 Upon a User making a User Trade Communication under paragraph 1.2(c), the Trade Notices will (as described in the UK Link Manual) automatically be given, and shall be treated as having been given for all purposes of the Code, by that User and the User who made the corresponding User Trade Communication under paragraph 1.2(b).

4.2 For the purposes of paragraph 4.1, the “**Trade Notices**” are:

- (a) in the case of a System Capacity Transfer, the notices required under TPD Section B5.2.1; and
- (b) in case of a Storage Gas Transfer, the notices required by the relevant Storage Terms.

## APPENDIX TO ANNEX D-1

### 1 Application of this Appendix

- 1.1 This Annex does not form part of the Uniform Network Code.
- 1.2 This Annex sets out certain terms which, subject to paragraph 1.3, are incorporated into every contract arising as a result of a User Trade Communication made under Annex D-1 paragraph 1.2(c) (a **“User Trade Contract”**).
- 1.3 In accordance with Annex D-1 paragraph 3.2, a term set out in this Annex is not incorporated into a User Trade Contract:
- (a) if the Trading Users have expressly agreed another term; or
  - (b) to the extent that such term is inconsistent with any term expressly agreed by the Trading Users.

### 2 Interpretation

- 2.1 Terms used in this Annex have the same meanings as in the Code.
- 2.2 For the purposes of this Annex:
- (a) **“applicable daily rate”** means:
    - (i) in respect of System Capacity, the Applicable Daily Rate (in pence per kWh/Day) of the relevant Capacity Charge;
    - (ii) in respect of Storage Space, the Applicable Storage Space Charge Rate (in pence per kWh of Storage Space for a Storage Year) divided by 365;
    - (iii) in respect of Storage Deliverability, the Applicable Storage Deliverability Charge Rate (in pence per kWh/Day of Storage Deliverability for a Storage Year) divided by 365; and
    - (iv) in respect of Storage Injectability, the Applicable Storage Injectability Charge Rate (in pence per kWh/Day of Storage Injectability for a Storage Year) divided by 365;
  - (b) **“Capacity Transfer”** means a System Capacity Transfer or a Storage Capacity Transfer;
  - (c) **“Capacity Transfer Day”** means a Day in the Relevant Transfer Period in respect of which the Trade Transferee is treated as holding the Transferred Capacity in accordance with the Code;
  - (d) **“Relevant Transfer Period”** means:



- (i) in respect of a System Capacity Transfer the Transfer Period; and
- (ii) in respect of a Storage Capacity Transfer the Storage Transfer Period;
- (e) **“Trade Transferor”** means:
  - (i) in respect of a System Capacity Transfer the Transferor User; and
  - (ii) in respect of a Storage Transfer the Transferor Storage User;
- (f) **“Trade Transferee”** means:
  - (i) in respect of a System Capacity Transfer the Transferee User; and
  - (ii) in respect of a Storage Transfer the Transferee Storage User; and
- (g) **“Transferred Capacity”** means Transferred System Capacity or Transferred Storage Capacity.

### 3 Price

#### 3.1 Capacity Transfer

3.1.1 In respect of a Capacity Transfer the Trade Transferee shall, subject to paragraph 3.1.2, pay to the Trade Transferor in respect of each month some or all of the Days of which are Capacity Transfer Days a sum determined in accordance with the following formula:

$$A = B * C * D$$

where

A = the sum payable by the Trade Transferee in respect of the month;

B = the applicable daily rate in respect of the Capacity Transfer;

C = the amount of the Transferred Capacity; and

D = the number of Capacity Transfer Days in that month.

3.1.2 If in respect of any Capacity Transfer Day in a month the Trade Transferor ceases to be liable to pay to National Gas Transmission or National Gas Transmission LNG Storage the relevant Capacity Charges or Storage Capacity Charges in respect of an amount of Transferred Capacity in accordance with the Code, the sum which would but for this paragraph 3.1.2 be payable by the Trade Transferee pursuant to paragraph 3.1.1 in respect of that month shall be reduced by a sum equal to the aggregate of the sums for each such Capacity Transfer Day, each such sum being calculated in accordance with the following formula:

$$E = F * G$$

where:

E = is the sum by which the Trade Transferee's liability is reduced in respect of such Day;

F = is the applicable daily rate; and

G = is the amount of Transferred Capacity in respect of which the Trade Transferor ceased to be liable to pay Capacity Charges or Storage Capacity Charges in respect of such Day.

### 3.2 Storage Gas Transfer

3.2.1 In respect of a Storage Gas Transfer the Trade Transferee shall pay to the Trade Transferor a sum determined in accordance with the following formula:

$$H = I * J$$

where:

H = is the sum payable by the Trade Transferee in respect of the Storage Gas Transfer;

I = the Operating Margins WACOG (in pence per kWh) for the Transfer Storage Facility on the date the Operating Margins WACOG was last calculated before the transfer date; and

J = is the Transferred Gas-in-Storage (in kWh).

## 4 VAT

The sums payable pursuant to a User Trade Contract are exclusive of Value Added Tax.

## 5 Payment

5.1 Sums payable by the Trade Transferee to the Trade Transferor under a User Trade Contract shall be paid on or before whichever is the later of:

- (a) the 5th Day after the Day on which the Trade Transferee receives an invoice in respect of such sum from the Trade Transferor; and
- (b) the 15th Day of the month following the relevant month (in accordance with paragraph 5.2).

5.2 For the purposes of paragraph 5.1 the relevant month is:

- (a) for a Capacity Transfer, the month to which the invoice relates; and
- (b) for a Storage Gas Transfer, the month in which the User Trade Communication under Annex D-1 paragraph 1.2(c) was made.

## 6 Interest

6.1 Where any sum payable pursuant to a User Trade Contract is not paid on or before the due date for payment in accordance with paragraph 5.1 (the “**Due Date**”), the paying User shall pay interest, after as well as before judgment, at the rate for the time being of Barclays Bank PLC plus 3 percentage points per annum on the unpaid amount from the Due Date until the day on which payment is made.

6.2 Interest payable pursuant to paragraph 6.1 shall accrue on a daily basis and on the basis of a 365-day year.

**7 Governing law and jurisdiction**

7.1 Each User Trade Contract shall be governed by, and construed in all respects in accordance with, English law.

7.2 The parties to a User Trade Contract irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with that User Trade Contract.

**ANNEX D-2 - COMMITTEE REPRESENTATIVES****1 Defined terms**

1.1 For the purposes of this Annex D-2:

- (a) **“Appointment Year”** means the period from 1 October in any year until and including 30 September in the following year;
- (b) **“Nominating Shipper User”** means:
  - (i) a Shipper User; or
  - (ii) where there is more than one relevant Shipper User in a Shipper User Group, a Shipper User which has been authorised by all Shipper Users in that group to act on their behalf under this Annex D-2;
- (c) **“Relevant Date”** means 30 June in Appointment Year Y-1;
- (d) **“Shipper User Group”** means a Shipper User, and where another Shipper User is a fifty percent (50%) Affiliate of the Shipper User, such Shipper Users taken together, and in relation to a Shipper User Group:
  - (i) a **“relevant”** Shipper User is a Shipper User belonging to the Shipper User Group;
  - (ii) the **“relevant”** Class is the Class to which the Shipper User Group (and its Nominating Shipper User) belongs.

**2 Shipper User Representatives****2.1 Classes of Shipper User Groups**

2.1.1 A Shipper User Group is in Class A if at the Relevant Date the number of Supply Points in respect of which a relevant Shipper User is the Registered User exceeds, in aggregate, one million (1,000,000).

2.1.2 A Shipper User Group is in Class B if at the Relevant Date:

- (a) it is not a Class A Shipper User Group; and
- (b) in respect of Supply Points in relation to which a relevant Shipper User is the Registered User, not less than fifty per cent (50%) of such Supply Meter Points comprised in such Supply Points are assigned a Market Sector Code indicating the Supply Point Premises are Non-domestic Premises.

2.1.3 A Shipper User Group is in Class C if it is not in Class A or in Class B.

**2.2 Appointment**

2.2.1 For each Appointment Year (Y) the Shipper User Representatives shall be appointed in accordance with this paragraph 2.2.

2.2.2 Subject to the further provisions of this paragraph 2.2, the Shipper User Representatives for each DSC Committee shall be appointed as follows:

- (a) two (2) representatives shall be appointed by Shipper User Groups in Class A;
- (b) two (2) representatives shall be appointed by Shipper User Groups in Class B;
- (c) two (2) representatives shall be appointed by Shipper User Groups in Class C.

2.2.3 For each Appointment Year (Y), and for each DSC Committee a Shipper User Group may nominate one (1) individual as a candidate (“**Candidate**”) for election as a representative of the relevant Class, in accordance with paragraph 2.2.4.

2.2.4 For each Shipper User Group and for each DSC Committee, the Nominating Shipper User shall submit to the Code Administrator:

- (a) the name of the Candidate (if any) nominated by it (together with evidence of the Candidate's willingness to act as a representative) by no later than 21 July in Appointment Year Y-1; and
- (b) at the same time, a declaration that either:
  - (i) the Nominating Shipper User is the only Shipper User in the relevant Shipper User Group; or
  - (ii) the Nominating Shipper User is authorised by all Shipper Users in the relevant Shipper User Group to act on their behalf for the purposes of this Annex D-2, and such declaration shall identify the names of all Shipper Users in the Shipper User Group;

and a Shipper User Group for which a submission is not made under this paragraph 2.2.4 shall not participate further in the appointment process for the relevant Appointment Year.

2.2.5 Following receipt of nominations under paragraph 2.2.4:

- (a) the Code Administrator shall send to the CDSP the details of Shipper User Groups submitting a nomination pursuant to paragraph 2.2.4;
- (b) the CDSP shall determine and notify to the Code Administrator the Class in which each Shipper User Group falls (in accordance with paragraph 2.1).

2.2.6 By no later than 31 July in Appointment Year Y-1 the Code Administrator shall:

- (a) notify each Nominating Shipper User of:
  - (i) the Class in which the Nominating Shipper User's Shipper User Group falls;
  - (ii) the names of all Candidates nominated by Shipper User Groups in the relevant Class; and

- (b) where the number of Candidates for a Class is greater than two (2):
  - (i) invite each of the Nominating Shipper Users in the relevant Class to vote for three (3) of the Candidates;
  - (ii) notify the Nominating Shipper Users of the date by which votes are to be submitted to the Code Administrator for the purposes of 2.2.8(d).
- 2.2.7 Where paragraph 2.2.6(b) applies in respect of a Class, each Nominating Shipper User in such Class shall vote, by written notice to the Code Administrator (in such form as the Code Administrator may require) submitted by no later than the date referred to in paragraph 2.2.6(b)(ii), for three (3) of the Candidates for the relevant Class.
- 2.2.8 For each DSC Committee, and for each Class of Shipper User Group, the Shipper User Representatives shall be appointed as follows (where ANC is the aggregate number of Candidates for such DSC Committee and Class):
  - (a) if ANC is zero (0), then paragraph 2.2.9 applies;
  - (b) if ANC is one (1), then the single Candidate will be appointed as a Shipper User Representative, and will hold two (2) votes as provided in GT Section D4.3.1;
  - (c) if ANC is two (2), then the two Candidates are appointed as the Shipper User Representatives; or
  - (d) if ANC is greater than two (2), then the two Candidates with the highest number of votes are appointed as the Shipper User Representatives.
- 2.2.9 Where this paragraph 2.2.9 applies in relation to a Class, the following applies for each other Class (**“Other Class”**):
  - (a) for each (if any) Other Class for which ANC is not less than three (3) the Candidate in such Other Class with the third (3rd) highest number of votes is appointed as an additional Shipper User Representative of that Other Class;
  - (b) for each Other Class for which ANC is less than three (3):
    - (i) where two (2) Shipper User Representatives have been appointed for such Other Class, one of such Shipper User Representatives will hold two (2) votes as provided for in GT Section D4.3.1, and the Code Administrator shall pick the relevant individual at random;
    - (ii) one (1) Shipper User Representative has been appointed, such Shipper User Representatives will hold three (3) votes as provided for in GT Section D4.3.1.
- 2.2.10 Where for the purposes of making an appointment under paragraphs 2.2.8(d) or 2.2.9(a) two (2) or more Candidates hold an equal number of votes ("relevant" Candidates) the Code Administrator shall notify Nominating Shipper Users in the relevant Class of the names of the relevant Candidates and invite each Nominating Shipper User to vote for one of the relevant Candidates (following which vote an appointment will be made in accordance with paragraph 2.2.8(d) or 2.2.9(a) or a further invitation made in accordance with this paragraph 2.2.10).

### **3 Transporter Representatives**

#### **3.1 NTS Representatives**

3.1.1 National Gas Transmission shall appoint two (2) representatives to each DSC Committee by notice to the Code Administrator.

#### **3.2 DNO Representatives**

3.2.1 For the purposes of paragraph 3.2.2:

- (a) **“Larger DN Operator”** is a DN Operator which operates an LDZ(s) with, in aggregate, four million (4,000,000) or more Supply Points;
- (b) **“Smaller DN Operator”** is a DN Operator which is not a Larger DN Operator.

3.2.2 The DN Operators collectively shall appoint two (2) representatives to each DSC Committee, one (1) appointed by the Larger DN Operators and one (1) appointed by the Smaller DN Operators; and the DN Operators shall authorise one DN Operator to notify the representatives to the Code Administrator by way of a notice signed by each of the DN Operators.

#### **3.3 IGT Representatives**

3.3.1 The Independent Networks Association (INA) shall appoint two (2) representatives to each DSC Committee by notice to the Code Administrator.

3.3.2 In the event the INA:

- (a) only appoint one (1) representative, then the individual nominated will be appointed as an IGT Representative, and will hold two (2) votes as provided for in GT Section D4.3.1;
- (b) appoint no representatives, National Gas Transmission, and the DN Operators collectively, shall each appoint one (1) additional representative.

### **4 Appointment**

4.1 National Gas Transmission shall not later than 1 September in Appointment Year Y-1, notify the Committee Secretary of the identity of the individuals to be appointed as the NTS Representatives for Appointment Year Y.

4.2 The DN Operators shall not later than 1 September in Appointment Year Y-1, notify the Committee Secretary of the identity of the individuals to be appointed as the DNO Representatives for Appointment Year Y.

4.3 The INA shall not later than 1 September in Appointment Year Y-1, notify the Committee Secretary of the identity of the individuals to be appointed as the IGT Representatives for Appointment Year Y.

### **5 Retirement and ceasing to be a representative**

5.1 Each Committee Representative on each DSC Committee shall retire on the 30 September in Appointment Year Y; and a retiring Committee Representative shall be

eligible for re-appointment.

- 5.2 In the event a Shipper User Representative who when nominated was employed or engaged by a Shipper User ceases to be so employed or engaged by the Shipper User, the Shipper User Representative shall be deemed to retire, and it shall be the responsibility of the relevant Shipper User to notify the Committee Secretary of the Shipper User Representative's effective date of retirement.
- 5.3 If any Committee Representative shall for whatever reason (other than retirement pursuant to paragraph 5.1 or 5.2) notify the Committee Secretary that they wish to cease to be a Committee Representative, they shall cease to be a Committee Representative in accordance with the notice.
- 5.4 Where the Committee Secretary is notified under paragraphs 5.2 or 5.3 the Committee Secretary shall inform, in due course, any relevant persons determined by the Committee Secretary.

## **6 Notices**

- 6.1 Each individual who is to be appointed as a Committee Representative shall be entitled to receive notice of any meeting of the relevant DSC Committee which is to take place after the date from which their appointment is effective.
- 6.2 Any Committee Representative who is, pursuant to paragraph 5.1 or 5.2 to retire (and who is not re-appointed) shall not be entitled to receive notice of any meeting of the relevant DSC Committee which is to take place after the date from which their retirement is effective.

## **7 Vacancies**

- 7.1 Subject to paragraph 8.2, where pursuant to paragraphs 5.1, 5.2 or 5.3 or otherwise, a vacancy shall arise, in the case of:
- (a) a Shipper User Representative, a replacement shall be appointed as a Shipper Users Representative for the relevant Class in accordance with paragraph 2.2;
  - (b) a NTS Representative, National Gas Transmission shall, by notice to the Committee Secretary, identify another individual to be appointed as a NTS Representative;
  - (c) a DNO Representative, the relevant DN Operator shall notify the Committee Secretary of the identity of a replacement to be appointed as a DNO Representative;
  - (d) an IGT Representative, the INA may, by notice to the Committee Secretary, identify another individual to be appointed as an IGT Representative.

## **8 Alternates**

- 8.1 A Committee Representative may only appoint an alternate who is an existing Committee Representative with the agreement of the Committee Chairperson.
- 8.2 Where a Committee Representative with an appointed standing alternate (who is not another Committee Representative) is deemed to retire under paragraph 5.2 or ceases to



be a Committee Representative under paragraph 5.3, such alternate shall be appointed as the replacement Committee Representative until the end of the relevant Appointment Year.

## **9 Request for a mid-year change of representation**

- 9.1 A party may request a change of Committee Representative before 1 July in any Appointment Year where:
- (a) all the votes attributable to a particular class or party were transferred to another class or party as a result of the previous election cycle (for example, but not limited to, as a result of paragraphs 2.2.9 or 3.3.2(b) above); or
  - (b) there is a party who, part way through the Appointment Year, wishes to fulfil a vacancy within their class of Representatives, where the vacancy is due to insufficient elected Representatives for that class having been appointed in the previous election cycle (for example, but not limited to, as a result of paragraphs 2.2.8(b) and 3.3.2(a)).
- 9.2 Where a party wishes to represent their class in accordance with paragraph 9.1 above, they should submit a joint request for a change of representation to the Code Administrator (in the form requested by the Code Administrator), which is supported by a proposer and a seconder from the same class or party. The request should include a statement of the candidate's willingness to act as a Committee Representative for their class or party.
- 9.3 Following receipt of a request under paragraph 9.2, the Code Administrator shall:
- (a) notify the Single Point of Contact (“SPOC”) for the affected class or party of the request to represent them;
  - (b) notify the existing Committee Representative who may be replaced by the request for a change of representative, for example, a Committee Representative appointed under paragraph 2.2.8(b), 2.2.9 or 3.3.2;
  - (c) notify the relevant class of users or party of the details of the party who has applied for a change of representative and invite any further nominations by a date specified by the Code Administrator (not less than 15 days from the date of the notification). Any further nominations must be supported by a proposer and seconder from the same class or party and include a statement of the nominee's willingness to act.
- 9.4 In the event that there are no further nominations, the Code Administrator shall:
- (a) notify the party who requested the change of representative of their appointment, which will take immediate effect;
  - (b) notify the existing Committee Representative who is being replaced. This existing Committee Representative will be deemed to have retired with immediate effect following such notification from the Code Administrator; and
  - (c) notify all parties of the change of representation.
- 9.5 In the event that further nominations are received by the Code Administrator under

paragraph 9.3 (c), the Code Administrator shall conduct an election by inviting each member of that party or class to vote by written notice in such form and by such date and time (not less than 5 days) as the Code Administrator may require.

- 9.6 Following any election under paragraph 9, the Code Administrator shall:
- (a) appoint the nominee with the highest number of votes, such appointment to take immediate effect;
  - (b) notify the existing Committee Representative who is being replaced. This existing Committee Representative will be deemed to have retired with immediate effect following such notification from the Code Administrator; and
  - (c) notify all parties of the change of representation.

