

OAD Offtake Subsidiary Document

Asset Removal Process

Document Control

Version	Date	Reason for Change
0.1	29 April 2019	Draft Created.
0.2		
1.0	01 Xxxxxx 2019	Implementation version
2.0		
3.0		

Document Governance

UNC Offtake Arrangements Document (OAD) Section N sets the rules for the governance of OAD Subsidiary Documents. However, it should be noted that OAD can reference UNC Related Documents and the rules for governance are set out in UNC Transportation Principals Document (TPD) Section V.

OAD Subsidiary Documents are usually approved through the Offtake Committee; UNC Related Documents are usually approved through the Uniform Network Code Committee.

UNIFORM NETWORK CODE - OFFTAKE ARRANGEMENTS DOCUMENT SECTION N - GENERAL

1.2 Subsidiary Documents

1. UNC OAD Section N - General 1.2 Offtake Subsidiary Documents (OSD) set the rules for the establishment of OSDs and how they are then managed by the Offtake Committee.
2. The list of OSDs contained in OAD Section N 1.2.1 can be amended either by Modification or as agreed by the Parties.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT SECTION V – GENERAL

12. General Provisions Relating to UNC Related Documents

12.1 Purpose

The purpose of this Section is to establish generic governance arrangements in respect of the following UNC Related Documents (each a “**Document**” and collectively the “**Documents**”):

- a) Network Code Operations Reporting Manual as referenced in Section V9.4;
- b) Network Code Validation Rules referenced in Section M1.5.3;
- c) ECQ Methodology as referenced in Section Q6.1.1(c);
- d) **Measurement Error Notification Guidelines for NTS to LDZ and LDZ to LDZ Measurement Installations as referenced in OAD Section D 3.1.5.**
- e) the Allocation of Unidentified Gas Document referenced in Section E9.1.1; and
- f) the Customer Settlement Error Claims Process Guidance Document referenced in Section E1.3.10.

12.2 Publication Requirements

Each Document shall be kept up to date and published by the Transporters on the Joint Office of Gas Transporters’ website.

12.3 Modifications

Should a User or Transporter wish to propose modifications to any of the Documents, such proposed modifications shall be submitted to the Uniform Network Code Committee and considered by the Uniform Network Committee or any relevant sub-committee where the Uniform Network Code Committee so decide by majority vote.

12.4 Approved Modifications

12.4.1 In the event that a proposed modification is approved by a majority vote of the Uniform Network Code Committee, the modification shall be implemented. Where the Uniform Network Code Committee fails to achieve majority approval the proposed modification shall be considered in accordance with the provisions set out in Section 7 of the Uniform Network Code Modification Rules unless the Uniform Network Code Committee determines otherwise.

12.4.2 Each revised version of a Document shall be version controlled and retained by the Transporters. It shall be made available on the Joint Office of Gas Transporters’ website.

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Note: Contents to be added once document structure below this point has been agreed.

1. Scope

- 1.1. The scope of this process is to enable one operator to request from another, at a shared site, to remove an asset subject to a number of conditional tests. This is required to provide fair and equitable arrangements for both site owners and site users in relation to removing assets, especially those that are seen to be redundant.

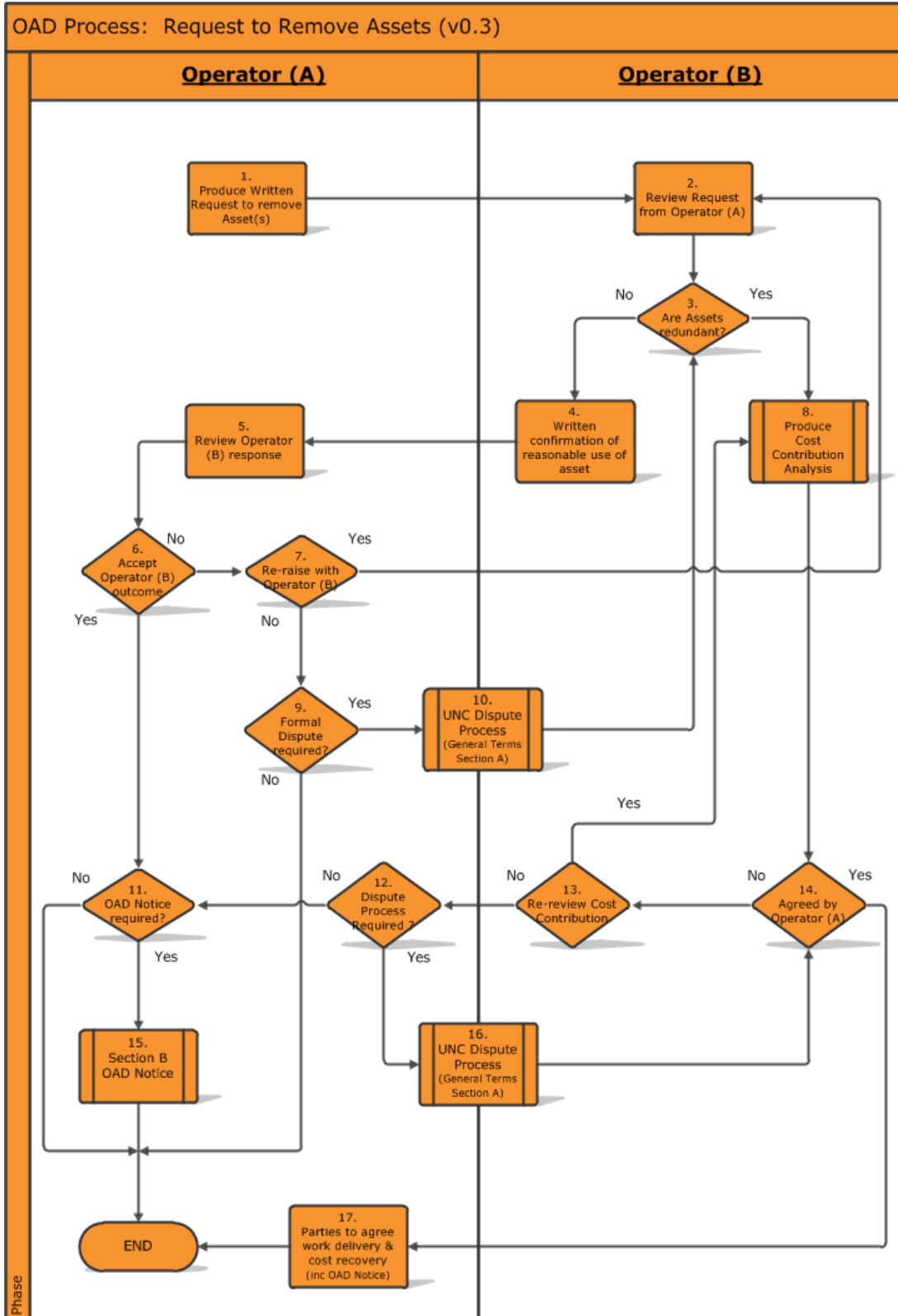
2. Principles

- 2.1. It is common practice between gas network operators to isolate and decommission assets when they are not needed and leave these in place providing that they do not create a process safety risk for them or another network operator. All operators consider this as a better investment decision given that the cost of removal can be significant and that such costs are ultimately passed onto consumers as part of the transportation charge.
- 2.2. Whilst the industry norm of abandoning assets in place is generally accepted, the site owner should not have to bear the cost of removing site user assets when there is a clear need to do so. Any prudent operator should include the cost of asset disposal as part of their asset management system and overall strategy, and therefore for another operator to incur this cost may be construed as cross subsidisation between licensees.
- 2.3. There are other reasons why site users should remove assets that are no longer in use. The key considerations are:
 - the removal and disposal of assets should be undertaken in accordance with an operators' engineering policy and procedures, and also in line with financial accounting requirements. Some assets may still have an asset valve and these need to be treated accordingly within an operators financial accounts, especially if it will be disposed of.
 - Each operator may have differing approaches and thus policies and procedures for the safe removal of assets. For one operator to remove another operators asset, this will require working on a network system for which they do not have the right competence and authorisation in terms of permitry, and if the work does not meet the required standard as a result further work and cost may have to be incurred.
 - All gas network operators are affected by obsolescence. In an industry environment where grey spares are scarce to source, operators may need to refurbish and relocate assets they have in place from one site to another in

order to keep their network running, or avoid a costly replacement with a different asset.

- 2.4. An operator may request the removal of an asset, or a redundant asset when:
 - an asset is causing a credible risk to the health and well-being of all staff that have to work or visit site. This includes assets that are clearly non-compliant with health & safety legislation and/or industry standards
 - an asset is causing a credible risk to the safe operation of transporting gas at a site
 - an asset has a credible impact upon the gas operations of another network operator
 - the site owner requires the re-use of land or property, where space is of a premium and assets that are currently in place have been seen to be non-operational for 12 months or more
 - any other credible and tangible risk that develops, as clearly defined and articulated by the site owner
- 2.5. The request must be in writing. Upon receipt the receiving party will consider the impacts of the request. They will not unwillingly delay its response to the request and will then engage with the requesting operator to seek a way forward that is equitable for both parties.
- 2.6. For the removal of assets where the need is based upon health, safety or operational reasons, this cost should be solely at the expense of the asset owner. For all other requests, the cost for the removing the affected assets must be identified and agreed upfront, before it is shared equally between the parties or based upon a cost benefit analysis where it is felt it is necessary.
- 2.7. An operator may allow another operator to remove the agreed assets on their behalf subject to the application of the required engineering governance. The cost or shared cost will then be recovered via the provisions under Section L.
- 2.8. Disputes are to be resolved via the appropriate escalation between parties. If this fails, the parties will seek settlement via the dispute process under the general terms of Uniform Network Code, where both parties will be bound by the outcome whether favourable or not.

3. Process Flow



4. Process Steps

Step	Requirement	Owner
01	This process enables any operator to request from another operator at a shared site, to remove an asset or assets. The request is to be in writing outlining the specific assets that need to be removed, detailing the proposed work and the reason(s) why.	Operator A
02	Operator B receives request from Operator A and will review accordingly. [Need SLA or timescales i.e. 60 days similar to OAD notices]	Operator B
03	Decision Box. Operator B will check to confirm whether the assets that have been requested for removal are operational or redundant.	Operator B
04	If the assets in question are not redundant, this must be confirmed back to Operator A in writing as such along with the supporting rationale of how they are used or will be used in the immediate future.	Operator B
05	Operator A will review Operator B's response to the original request. [Need SLA or timescales i.e. 60 days similar to OAD notices]	Operator A
06	Decision Box. Following the review of Operator B's response, Operator A will decide whether they agree with the response provided.	Operator A
07	Decision Box. If Operator A does not agree with Operator B's initial response or requires to explore the matter further, the parties are to engage with the appropriate dialogue until either a mutual agreement is reached or evidence of the	Operator A
08	Operator B will produce the Cost Contribution Analysis either as it has accepted that the asset is redundant or following the outcome via the dispute process. [NGG to provide details]	Operator B
09	Decision Box. If all attempts have been made to resolve the matter and Operator A does not agree with Operator B's view concerning the assets in question, then the formal disputes process may be used.	Operator A
10	Operator A will initial the dispute process as per the requirements set in UNC – General Terms Section A. If this process is used the parties agree to be bound by the outcome.	Operator A and B

11	Decision Box. Operator A will consider whether it will continue with the identified work. If so, this will require the raising of an OAD Notice.	Operator A
12	Decision Box. If all attempts have been made to resolve to seek an amicable position concerning the Cost Contribution, either Operator can seek to initiate the formal disputes process. Again, if this process is used the parties agree to be bound by the outcome.	Operator A and B
13	Decision Box. Does the Cost Contribution Analysis need to be revisited to find an alternative position or affirm the robustness of the original result.	Operator B
14	Decision Box. Operator B will provide the outcome from the Cost Contribution analysis to Operator A. If the outcome is fair and equitable Operator A should accept the outcome. However, if Operator A does not agree all attempts shall be made to find the common ground and a settlement acceptable to both parties.	Operator B
15	As the proposed work will cause an impact to both Operators, Operator A will raise the OAD notice to confirm the specific details.	Operator A
16	Operator A will initial the dispute process as per the requirements set in UNC – General Terms Section A. If this process is used the parties agree to be bound by the outcome.	Operator A and B
17	Once the outcome from the Removal of Asset process is known Operator A and B will agree the proposed delivery of work, in terms of timescales and any other cost recovery to support Operator A's work. This will include the issue of the OAD notice.	Operator A
END		

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