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PART M - DEFINITIONS
PART A - INTRODUCTION AND INTERPRETATION

1 Introduction

1.1 This document (including the Transition Document) is the Independent Gas Transporters Uniform Network Code (the “iGT UNC”) and is prepared pursuant to [Condition 9] of the Pipeline Operator's Gas Transporters' Licence [to be reviewed in light of licence changes]

1.2 Subject to any contrary provision of the Pipeline Operator's Network Code, the iGT UNC is to be incorporated into the Pipeline Operator's Network Code.

1.3 The Pipeline Operator's Network Code is made binding between the Pipeline Operator and Pipeline Users by the Framework Agreement.

2 Interpretation

2.1 The "Network Code" in respect of the Pipeline Operator is a reference to the network code prepared by the Pipeline Operator pursuant to [Condition 9] of the Pipeline Operator's Licence and in respect of a person other than the Pipeline Operator, is a reference to the network code prepared by that person pursuant to the relevant provisions of its Gas Transporters’ Licence.

2.2 Reference to the iGT UNC (or any part thereof) or to a Network Code are to the iGT UNC (or such part thereof) or Network Code as from time to time modified in accordance with the Modification Rules or any Pipeline Operator’s Licence.

2.3 A reference to the "Code" is a reference to:

the iGT UNC as and to the extent incorporated into the Pipeline Operator's Network Code;

subject to any contrary provision in the Pipeline Operator's Network Code, such additional terms as are contained in the Pipeline Operator's Network Code;

and references to the Code (or to a Network Code) include such (or such Network Code) as given contractual effect by the Framework Agreement; and references to a part of the Code shall be construed accordingly.

2.4 "Pipeline Operator" means a person which is (and in its capacity as) the owner or operator of one or more Pipelines and licensee under the Pipeline Operator's Licence authorising the conveyance of gas through such Pipeline(s).

2.5 For the purposes of the iGT UNC, a reference to "a Pipeline Operator" or "the Pipeline Operator" in the context of a Pipeline or a point on a Pipeline is a reference to the Pipeline Operator which is the owner or operator of that Pipeline or that Pipeline on which that point is located.

2.6 For the purposes of the Code, a reference to "a Pipeline”, “the Pipeline” or the "relevant Pipeline” is a reference:

in the context of a point on a Pipeline, to the Pipeline on which that point is or is to be located;

in the context of a Pipeline Operator, to a Pipeline owned or operated by that Pipeline Operator;

in the context of a particular transportation activity, to the Pipeline in relation to which that activity occurs or is to occur or is to be undertaken,

and otherwise is a reference to any Pipeline.
2.7 For the avoidance of doubt the Pipeline Operator may be the Pipeline Operator of (and licensee under the Pipeline Operator’s Licence in relation to) more than one Pipeline and the Code shall be construed accordingly.

2.8 A reference in the Code to "a Pipeline User" as a Pipeline User of (or in relation to) a Pipeline is a reference to a Pipeline User in its capacity as a person bound (or to be bound) by the Code pursuant to the Framework Agreement to which the Pipeline Operator which owns or operates that Pipeline is party.

2.9 A Supply Meter Point may only be classified pursuant to Part C as a DM Supply Meter Point and provisions in respect of DM Supply Meter Points shall only apply and DM Capacity may only exist, in relation to a Pipeline which is connected to the Large Transporter System at the CSEP.

2.10 Where the Code refers to the Manual, the Computer System or a System Communication, such references shall only take effect where the Pipeline Operator's Network Code has specifically provided for such references to take effect and has provided (inter alia) for the terms on which the Computer System may be accessed and System Communications may be given and received. Where the Pipeline Operator's Network Code does not so provide, the Code shall be construed as though it did not contain any such references.

2.11 "Transition Document" the document so entitled which sets out transitional provisions relating to the arrangements in Parts A to M of the Code.

2.12 In addition to terms defined elsewhere in the Code, the terms set out in Part M have the meanings set out therein.

2.13 A reference in the Code to a “Standard Condition” is a reference to a standard licence 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:

(a) In the context of the Pipeline Operator or the Pipeline Operator’s Licence, as incorporated into the Pipeline Operator’s Licence; or
(b) In the context of a Pipeline User or its Shipper’s Licence, as incorporated into such Shipper’s Licence;
(c) In the context of a Gas Transporter’s Licence as incorporated into such Gas Transporter’s Licence.

2.14 A reference in the Code to the quantities in which or rate or pressure at which it is “feasible” for the Pipeline Operator to make gas available for offtake from the Pipeline at an exit point from the Pipeline is a reference to what is in the Pipeline Operator’s reasonable judgment operationally and technically feasible without prejudicing the security of the Pipeline, without reinforcement and without prejudicing the Pipeline Operator’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.

2.15 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 re-enactment (before or after the date of the Code) of that Legal Requirement in force at that time.

2.16 A reference to the Act includes where the context permits a reference to Regulations made pursuant to the Act.
2.17 Part and Clause headings in the Code and clause headings in the Framework Agreement and any Ancillary Agreement shall not affect the interpretation of any provision thereof.

2.18 In the Code, unless the context otherwise requires:

(a) words in the singular may be interpreted as including the plural;

(b) the word “including” is to be construed without limitation;

(c) a derivative term of any defined or interpreted term shall be construed in accordance with the relevant definition or interpretation.

3 References in the Code

3.1 References to paragraphs Clauses and to Parts are to paragraphs, Clauses and Parts of the Code and references to Clauses and paragraphs are (unless otherwise stated) to Clauses and paragraphs in the Part in which they appear.

4 Large Transporter Network Exit Agreement

4.1 Where the Pipeline Operator and the Large Transporter have entered into a NExA the Pipeline Operator has disclosed to the Pipeline User certain terms of that NExA.

4.2 Where the Code provides that the Large Transporter will fulfil any given obligation, this is to be taken to mean that the Large Transporter is required to fulfil such obligation pursuant to the NExA, and the Pipeline Operator is not responsible (unless otherwise provided in the Code) for procuring or ensuring that the Large Transporter fulfils such obligation.
PART B - CAPACITY

1 Unmetered CSEP

1.1 Where the Pipeline is connected to the Large Transporter System, in accordance with the UNC the Pipeline is a Connected Offtake System at an Unmetered CSEP.

1.2 The Code makes provision for certain provisions of the UNC to apply to enable the Large Transporter to allocate LDZ Capacity at the CSEP, and to determine the quantity of gas offtaken from the Large Transporter System by CSEP Users in respect of the CSEP, in both cases for the purposes of establishing Transportation Charges (as defined in the UNC) payable to the Large Transporter for use of the Large Transporter System. Pipeline Users acknowledge however that the Pipeline Operator shall not be obliged to apply such provisions to the extent that the Large Transporter does not apply any of the same or does not require any of the same to be applied in respect of the CSEP.

2 Pipeline Capacity

2.1 Pipeline Users will be allocated capacity ("Capacity") in respect of and at certain points on the Pipeline.

2.2 Capacity allocated pursuant to Clause 2.1 may be divided into different classes and where it is so divided, unless the Pipeline Operator's Network Code provides otherwise, the different classes are Pipeline Capacity, Offtake Capacity and DM Capacity.

2.3 For the purposes of the Code:

(a) "Pipeline Capacity" is capacity in the Pipeline which a Pipeline User is treated as utilising in transporting gas from the Connection Point to the point of offtake at each Supply Meter Point (in accordance with Part J);

(b) "Offtake Capacity" is capacity in the Pipeline which a Pipeline User is treated as utilising in offtaking gas from the Pipeline; and

(c) Where a Pipeline has DM Supply Points "DM Capacity" at a DM Supply Point Component is capacity at that point which the Pipeline User is treated as utilising in offtaking gas from the Pipeline at that Supply Point Component; in each case in accordance with and subject to the provisions of the Code.

2.4 The DM Capacity which a Pipeline User may be registered as holding at a DM Supply Point Component will in accordance with Part CII be limited by reference to the rate at and quantities in which it is feasible for the Pipeline Operator to make gas available for offtake from the Pipeline at that Supply Point Component; and no entitlement to offtake gas at a greater rate or in greater quantities shall be conferred on a Pipeline User by the holding of any amount of Capacity.

2.5 Capacity is expressed in kWh/Day, except that where (for the purposes of any provision of the Code) it is to be determined what quantity of gas delivered to or offtaken from the Pipeline on a Day is equal to an amount of Capacity held by a Pipeline User, or whether such a quantity of gas exceeds or is less than such an amount of capacity, such amount of Capacity shall be treated as expressed in kWh.

2.6 Where (in the Transportation Statement or elsewhere) the units in which Capacity is expressed are 'peak day kWh', such units are the same as those under Clause 2.5, and references to charges for Capacity in 'pence per peak day kWh' (or similar references) shall be construed accordingly.
Capacity Allocation for the purposes of the UNC

3.1 The Pipeline Operator will calculate and communicate to the Large Transporter the LDZ Capacity for each Pipeline User, so that (pursuant to the UNC) the Large Transporter will allocate to relevant CSEP Users LDZ Capacity at the CSEP on any Day in the amount referred to in Clause 3.2.

3.2 The amount referred to in Clause 3.1 is the sum for each Pipeline User of:

(a) for each EUC, the amounts determined as “SPC” in accordance with Section H4 of the UNC for all Registered NDM Supply Meter Points belonging to that End User Category on the basis that the value of the Aggregate EUC CSAQ (adjusted to exclude Pipeline Shrinkage) is substituted for the value of AQ in the formula in Section H4.1 of the UNC; and

(b) the sum for all Registered DM Supply Points of the Registered DM Capacity for each such DM Supply Point.

3.3 No Pipeline User may apply for or hold LDZ Capacity at the CSEP other than pursuant to Clause 3.1 and each Pipeline User will procure that any CSEP User from whom it is acquiring gas at the CSEP will not apply for or hold LDZ Capacity at the CSEP other than as provided in Clause 3.1.

Minimum Aggregate Capacity

4.1 The Pipeline User acknowledges that the Large Transporter and the Pipeline Operator may agree from time to time on a minimum aggregate amount of LDZ Capacity at the CSEP (“Minimum Aggregate Capacity”).

4.2 Where there is a Minimum Aggregate Capacity then Clause 4.3 shall apply.

4.3 If in respect of any Day the Aggregate CSEP Capacity is less than the Minimum Aggregate Capacity, the amount of the LDZ Capacity determined as held at the CSEP by each CSEP User on that Day pursuant to Clause 2 shall be increased by the proportion by which the Minimum Aggregate Capacity exceeds the Aggregate CSEP Capacity.

4.4 For the purposes of this Code the “Aggregate CSEP Capacity” is the sum of the amounts of the LDZ Capacity determined as held by all CSEP Users at the CSEP pursuant to Clause 2.

4.5 The Pipeline Operator will use all reasonable endeavours to negotiate with the Large Transporter to ensure that there is no Minimum Aggregate Capacity or to attain the lowest possible value for the Minimum Aggregate Capacity.

DM Capacity

5.1 Subject to Part A2.9, a Pipeline User who submits a Supply Point Confirmation in respect of a Proposed Supply Point which includes a DM Supply Point Component shall thereby apply for DM Capacity in accordance with Part CII.

5.2 The Pipeline User will if its Supply Point Confirmation becomes effective be registered as holding DM Capacity (“Registered DM Capacity”) at the DM Supply Point Component with effect from the Supply Point Registration Date (and accordingly Pipeline Capacity), subject to Clause 5.3 and until the Pipeline User ceases in accordance with the LDZ CSEP Ancillary Agreement or the Code to be the Registered User in respect of the relevant Supply Point.

5.3 A Pipeline User’s Registered DM Capacity in respect of the DM Supply Point Component of a Registered Supply Point:
(a) may be increased or reduced subject to and in accordance with the conditions and requirements in Part CII;

(b) shall not be reduced nor increased other than as provided in paragraph (a) nor subject to Part K7 shall the registration be terminated except as provided in Clause 5.4.

5.4 The Pipeline User will cease to be registered as holding DM Capacity at a DM Supply Point Component when the Pipeline User submits or is deemed to have submitted a Supply Point Withdrawal which becomes effective in respect of the relevant Supply Point in accordance with Part CIV2.1.

6 Downstream Systems

6.1 The basis on which a Pipeline User may apply for or may be treated as having applied for and may be registered as holding Capacity at a Downstream System Exit Point will be as agreed between the Pipeline Operator and the Downstream System Operator and/or in accordance with the Pipeline Operator's Network Code.]
PART C - SUPPLY POINT ADMINISTRATION
PART CI - SUPPLY POINT REGISTRATION

1 Introduction and Interpretation

1.1 For the purposes of the Code the following expressions have the following meanings:

"Fax Forms - Smaller Supply Point" – forms capable of being faxed or emailed for smaller supply point registration and contained in the Fax Forms - Smaller Supply Point and Fax Forms - Larger Supply Point Ancillary Document

"Fax Forms - Larger Supply Point" – forms capable of being faxed or emailed for larger supply point registration and contained in the Fax Forms - Smaller Supply Point and Fax Forms - Larger Supply Point Ancillary Document

The "Fax Forms - Smaller Supply Point and Fax Forms - Larger Supply Point" is the iGT UNC Ancillary Document so entitled and issued from time to time by the Pipeline Operator and which for the purposes of Part K 43 only shall be deemed to be incorporated into and form part of the Code.

"Larger Supply Point": a Supply Point in respect of which the Annual Quantity is greater than 73,200 kWh (2,500 therms);

"Smaller Supply Point": a Supply Point in respect of which the Annual Quantity is not greater than 73,200 kWh (2,500 therms);

"Supply Meter Point": a point at which gas may (in accordance with the Code) be offtaken from the Pipeline for the purposes of supply directly to particular premises;

"Supply Point": the Supply Meter Point or Supply Meter Points for the time being registered in the name of a Pipeline User pursuant to a Supply Point Registration or for the purposes of this Part C only the subject of a Proposed Supply Point Registration;

"Supply Point Registration": the registration of one or more Supply Meter Point(s) in the name of a User pursuant to Part CI2;

"Registered User": in respect of a Supply Point, the Pipeline User in whose name the Supply Meter Point(s) comprising such Supply Point is registered;

"Supply Point Registration Date": in respect of a Supply Point, the date of the Supply Point Registration;

"Supply Point Premises": the premises to which gas offtaken at a Supply Point is to be supplied.

1.2 Only one Pipeline User may be the Registered User in respect of a Supply Point.

1.3 A Pipeline User may apply for a Supply Point Registration ("Proposed Supply Point Registration") subject to and in accordance with Part CI2, and may withdraw from a Supply Point Registration subject to and in accordance with Part CIV

1.4 Where the Pipeline Operator has given Termination Notice (under Part K7) to a Pipeline User, the Pipeline Operator may decide:

(a) to reduce any of the periods and/or curtail any of the procedures provided for in this Part C in relation to any Supply Point Nomination or Supply Point Confirmation by any other Pipeline User in respect of, or
(b) to implement any other procedure for the registration in the name of any other Pipeline User (who wishes to become the Registered User) of any Supply Meter Points of which the Discontinuing User was the Registered User.

2 Supply Point Register and site visits

2.1 The Pipeline Operator will maintain a register ("Supply Point Register") of all Supply Meter Points, Supply Points and Supply Point Premises.

2.2 The Supply Point Register will contain for each Supply Point the following information:

(a) the Supply Meter Point(s) comprised in such Supply Point and a unique reference number ("Supply Meter Point Reference Number") and postcode ("Meter Post Code") for each such Supply Meter Point;

(b) the Registered User;

(c) the Supply Point Registration Date;

(d) a unique registration number ("Supply Point Registration Number");

(e) the Annual Quantity and End User Category of the Supply Point;

(f) whether a Supply Point has a DM Supply Point Component and if so the Registered DM Capacity for that DM Supply Point Component;

(g) in respect of a Supply Point which has a DM Supply Point Component, whether that Supply Point is firm or interruptible;

(h) any contact details required to be provided pursuant to the terms of the Code;

(i) such other information as is necessary to enable the Pipeline Operator to comply with any Legal Requirement;

(j) where the Pipeline Operator has in place a Manual, any other details specified in the Manual.

2.3 See TPD G1.9.3 of the Uniform Network Code.

2.4 See TPD G1.9.4 of the Uniform Network Code.

2.5 See TPD G1.9.5 of the Uniform Network Code.

2.6 See TPD G1.9.6 of the Uniform Network Code.

2.7 See TPD G1.9.7 of the Uniform Network Code.

2.8 Without prejudice to any other provision of the Code, Pipeline Users and the Pipeline Operator agree:

(a) to co-operate with a view to ensuring that the information contained in the Supply Point Register is at all times as accurate as is possible;

(b) each to use reasonable endeavours to secure that it becomes aware in so far 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 Pipeline User) the Pipeline Operator or (in the case of the Pipeline Operator) the Registered User of such inaccuracy;
but nothing in this Clause 2.8 shall imply that the Supply Point Register is capable of being amended other than as provided in this Part C, Part D or Part E.

2.9 See TPD G1.18.1 of the Uniform Network Code.
2.10 See TPD G1.18.2 of the Uniform Network Code.
2.11 See TPD G1.18.3 of the Uniform Network Code.
2.12 See TPD G1.18.4 of the Uniform Network Code.

3 Daily Read Requirement

3.1 See TPD G1.5.1 of the Uniform Network Code.
3.2 See TPD G1.5.2 of the Uniform Network Code.
3.3 See TPD G1.5.3 of the Uniform Network Code.
3.4 For the purposes of the Code:

(a) a Supply Meter is Daily Read in accordance with Part D 1.4;

(b) “Daily Read Equipment” is equipment of a design and standard of manufacture approved (consistently with any Legal Requirement) by the Pipeline Operator or by the Large Transporter which enable Meter Readings to be obtained remotely at set intervals. Daily Read Equipment comprises:

(i) a device for capturing from the Supply Meter, and/or (where installed) a converter, data which constitutes or permits the derivation of a Meter Reading; and

(ii) a telephone line or radio transmitter and/or such equipment as shall be required for transmitting such data;

(c) Daily Read Equipment is “Operational” on the first Day on which Daily Read Equipment provides a Valid Meter Reading unless the Large Transporter notifies to the Pipeline Operator a later date in which case such Equipment shall be Operational from such later date.

3.5 If the Large Transporter determines pursuant to the terms of the LDZ CSEP Ancillary Agreement and notifies the Pipeline Operator that it would not be practicable or economic for Supply Meters at a particular Supply Point to be Daily Read the Daily Read Requirement shall not apply and the Registered User may not make an election as referred to in Clause 3.7(b) (and for the avoidance of doubt the Supply Meter Points shall be NDM Supply Meter Points).

3.6 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 a 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.
3.7 Where a Pipeline User is, or following a Supply Point Confirmation (including a Reconfirmation) a Pipeline User becomes the Registered User of a Supply Meter Point in relation to which the Supply Meter is Daily Read but the Daily Read Requirement does not apply:

(a) subject to paragraph (b), the Supply Meter Point shall be classified as an NDM Supply Meter Point;

(b) where the Annual Quantity exceeds 73,200 kWh (2,500 therms) the Pipeline User may elect in accordance with Clause 3.8 that the Supply Meter Point shall be classified as a DM Supply Meter Point.

3.8 An election for the purposes of Clause 3.7:

(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 Clause 3.6;

(ii) in the case of Clause 3.7(b) 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 Pipeline 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)

3.9 See TPD G1.5.8 of the Uniform Network Code.

3.10 Where a Pipeline User submits pursuant to this Clause 3 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 Meter 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 Pipeline Operator and the Pipeline User have not agreed that insufficient Valid Meter Readings (in accordance with Part E) were obtained in the months of October to May in such period of 12 months,

the Nominated DM Capacity shall be not less than the Preceding Year Maximum Quantity in accordance with Clauses CII2.3 and CII2.4 but Clause CII2.3(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 (a) does not apply, the Nominated DM Capacity shall not be less than the Pipeline 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 Pipeline at the DM Supply Point Component on any Day in the next 12 months on the basis of reasonable assumptions as to weather conditions; and
(c) the Supply Meter Point will become a DM Supply Meter Point with effect from the Supply Point Registration Date.

4 Single Premises Requirement
4.1 See TPD G1.4.1 of the Uniform Network Code.
4.2 See TPD G1.4.2 of the Uniform Network Code

4.3 See TPD G1.4.3 of the Uniform Network Code.
4.4 See TPD G1.4.6 of the Uniform Network Code

5 Supply Point Classification Supply Meter Points and Business Day
5.1 See TPD G1.11.1 of the Uniform Network Code.
5.2 See TPD G1.11.2 of the Uniform Network Code.
5.3 See TPD G1.11.3 of the Uniform Network Code.
5.4 See TPD G1.11.4 of the Uniform Network Code.
5.5 In this Part C and Parts D and E any reference to a "Business Day" is a reference to a Day other than:
   (a) a Saturday, 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 1st January.
6 Annual Quantity

6.1 For the purposes of this Clause 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 "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;

(d) the "IGT AQ Review Procedures" is the IGT UNC Ancillary Document so entitled and issued from time to time by the Pipeline Operator and which for the purposes of the Part K 43 only shall be deemed to be incorporated into and form part of the Code.

(e) "SOQ" in respect of a Larger Supply Point is:

(i) in respect of any DM Supply Point Component, the Registered DM Capacity in respect of that Supply Point Component; and

(ii) in respect of any NDM Supply Point Component, an amount of capacity determined in accordance with the formula set out in Section H4.1 of the UNC.

6.2 Subject to paragraph 6.2 (a) below the process under TPD G1.6.2 of the Uniform Network Code shall be used. For each relevant Gas Year, the Pipeline Operator shall determine the provisional Annual Quantity in respect of each Supply Meter Point. The "Provisional Annual Quantity" shall be:

(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 Metered Quantities for each Day in the period of 12 months ending on the AQ Review Date, the sum of such Metered Quantities;

(c) in respect of an NDM Supply Meter Point where paragraph (a) does not apply or where Part F6.4 does not apply, the quantity assumed to be offtaken in a period of 12 months, as determined in accordance with Part F4; 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 Gas Year unless the Supply Meter Point is a New Supply Meter Point (other than a New Supply Meter Point referred to in paragraph (e)) in which case the Provisional Annual Quantity shall be the estimated quantity provided by the first Registered User in accordance with Part CV5.1.
in the case of a New Supply Meter Point which is comprised in a Smaller Supply Point at which the Supply Point Premises are domestic premises, for the period from the First Supply Point Registration Date until the end of the Gas Year in which such Supply Point Registration Date occurred, shall be the quantity determined in accordance with Table 1 contained in Appendix CI-1. 6.3

**Not used.** The Pipeline Operator:

(a) will not use any estimated Meter Readings;

(b) will not use any Meter Readings obtained after 12th May in the preceding Gas Year;

(c) may determine without prejudice to paragraph (b) “i” to use any Meter Readings provided after 26th May in the preceding Gas Year for the purposes of calculating the Provisional Annual Quantities pursuant to Clause 6.2. No Provisional Annual Quantity may be less than 1.

6.4

**Not used.** Subject to the Pipeline Operator receiving certain data specified in the IGT AQ Review Procedures from the Large Transporter by no later than 19th May in the preceding Gas Year, the Pipeline Operator shall no later than 7th July in the preceding Gas Year notify to each Registered User in the format provided in the IGT AQ Review Procedures the Provisional Annual Quantity in respect of the relevant Gas Year for each of its Registered Supply Meter Points and supporting details including:

(a) the Supply Meter Point Reference Number; and

(b) where available, the Meter Readings used by the Pipeline Operator to determine the Provisional Annual Quantity.

6.5

**Not used.** The Pipeline Operator will endeavour in the notification made pursuant to Clause 6.3, to identify to the Registered User any Supply Meter Points comprised in a Smaller Supply Point which as a result of the Provisional Annual Quantity would be reclassified as a Larger Supply Point and vice versa.

6.6

**Save in any case where the Provisional Annual Quantity has been determined by the Pipeline Operator in accordance with the provisions of the NExA, TPD G1.6.4 shall be followed:**

(a) Save in any case where the Provisional Annual Quantity has been determined by the Pipeline Operator in accordance with the provisions of the NExA, following notification of the Provisional Annual Quantity, the Pipeline User which is the Registered User at the time of receipt of such notification may subject to Clause 6.6(c) and where the provisions of Clause 6.6(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 Pipeline Operator by not less than 20%; or

(ii) in respect of any Larger Supply Point, not later than 11th August in the preceding Gas Year notify the Pipeline Operator that it considers that the Provisional Annual Quantity does not satisfy the requirement in Clause 6.8 ("User Provisional Annual Quantity"). A notification by the Registered User...
pursuant to this Clause 6.6(a) must contain (unless the Pipeline Operator agrees otherwise) details of all those Provisional Annual Quantities notified to it in respect of which the Registered User wishes to raise an objection and must be made in the format provided in the IGT AQ Review Procedures. No objection may be raised in respect of a Provisional Annual Quantity for a Supply Point in respect of which its First Supply Point Registration Date was not more than 26 weeks before the 7th July in the preceding Gas Year.

(b) The provisions referred to in Clause 6.6(a) are:

(i) that the Registered User reasonably considers that the Pipeline Operator’s calculation of the Provisional Annual Quantity is derived from:

(aa) Meter Readings that are incorrect or were taken prior to Meter Readings available to the Registered User and/or

(bb) materially incorrect details of the Supply Meter Installation for the relevant Supply Meter Point; or

(ii) where the Pipeline Operator has determined the Provisional Annual Quantity in accordance with Clauses 6.2(a) or 6.2(d).

(c) Where, in respect of any Supply Point, the Registered User notifies the Pipeline Operator of a User Provisional Annual Quantity in accordance with Clause 6.6(a) it shall warrant that:

(i) in reviewing the Provisional Annual Quantity:

(aa) it has applied a methodology that is consistent to all Supply Points for which it is the Registered User; and

(bb) it has applied a methodology that 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 Pipeline Operator and Supply Points where the User Provisional Annual Quantity may be less than the Provisional Annual Quantity notified by the Pipeline Operator;

(cc) it has not used any estimated Meter Readings in calculating the Provisional Annual Quantity; and

(dd) it has not used any Meter Readings obtained after 12th May in the preceding Gas Year.

(ii) it has notified the Pipeline Operator of all User Provisional Annual Quantities resulting from the application of the methodology referred to in paragraph (i) above that satisfy the requirements set out in Clause 6.6(a).

(d) The Pipeline Operator will accept or reject objections raised by a Pipeline User to a Provisional Annual Quantity within 21 days of receiving the same. The Pipeline Operator will be entitled to reject without consideration, notice or liability any notification by a Pipeline User which does not comply with the requirement in paragraph (a) and where exercising such right to reject, will endeavour to give the Pipeline User a reason therefore in the format provided in the IGT AQ Review Procedures.
The limitations upon notification contained in paragraph (a)(i) shall not apply where the User Provisional Annual Quantity will result in a Smaller Supply Point being reclassified as a Larger Supply Point.

A Pipeline User may not issue a notification pursuant to Clause 6.6(a) where Meter Readings used by the Pipeline Operator comply with the provisions of this Clause 6.

Not used

When submitting a notification pursuant to Clause 6.6, the Registered User (a) shall specify the User Provisional Annual Quantity and may specify reasons for the notification and supporting evidence; it being acknowledged by Pipeline Users that the provision thereof will assist the Pipeline Operator in determining whether it accepts the User Provisional Annual Quantity.

(b) shall record evidence (and shall make such evidence available for inspection where reasonably requested) to support the applicable provision of Clause 6.6(b) and the warranty given pursuant to Clause 6.6(c).

See TPD G1.6.6 of the Uniform Network Code. The requirement referred to in Clause 6.6 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 Pipeline Operator under Clause 6.17(a)(ii), which would have been offtaken) from the Pipeline 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 Pipeline during the period from the 1st December to 31st March in the preceding Gas Year.

See TPD G1.6.5 of the Uniform Network Code. Where a Pipeline User makes a notification pursuant to Clause 6.6, the Pipeline User and the Pipeline Operator will co-operate and endeavour to agree in good faith by not later than 7th September in the preceding Gas Year, the Annual Quantity for each Supply Meter Point included in such notification.

See TPD G1.6.7 of the Uniform Network Code. The "Annual Quantity" of a Supply Meter Point shall be either:

(a) where following a notification under Clause 6.4 the Pipeline Operator considers that the requirement in Clause 6.6 is satisfied the User Provisional Annual Quantity; or

(b) where following a notification under Clause 6.6, the Pipeline Operator does not consider that the requirement in Clause 6.8 is satisfied, the Annual Quantity for the preceding Gas Year; or

(e)(a) where paragraph (a) or (b) does not apply, the Provisional Annual Quantity.

See TPD G1.6.8 of the Uniform Network Code. 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.

See TPD G1.6.9 of the Uniform Network Code. Subject to Clause 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.
6.13 See TPD G1.6.10 of the Uniform Network Code. Subject to Clause 6.2, where a Supply Meter Point is isolated, the Annual Quantity for that Supply Meter Point shall remain unchanged.

(a) The Pipeline Operator shall not later than 15th September in the preceding Gas Year notify to each Pipeline User the Annual Quantity for each Supply Meter Point included in the notification made pursuant to Clause 6.4 for the relevant Gas Year.

(b) the applicable End User Category (where appropriate) in respect of each Supply Point;

(c) in respect of each Larger Supply Point, the SOQ.

The Pipeline Operator will provide to the Large Transporter by the same date the information referred to in Part F8.1 using the Annual Quantities and applicable End User Categories for the relevant Gas Year.

6.14 See TPD G1.6.12 of the Uniform Network Code. The Pipeline Operator shall not later than 13th October in the relevant Gas Year notify to each Registered User

(a) the Annual Quantity in respect of the relevant Gas Year for each of its Registered Supply Meter Points as at a date between 1st October and 12th October determined by the Pipeline Operator;

(b) the applicable End User Category (where appropriate) in respect of each Supply Point;

(c) the SOQ for each of its Larger Supply Points.

6.15 See TPD G1.6.11 of the Uniform Network Code. For the purposes of this Clause 6.16, the "Effective Period" shall mean the Gas Year excluding the period of time commencing from and including 1st August until and including 14th 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, not later than 23 Business Days after the Supply Point Registration date or more than 7 Business Days earlier, notify the Pipeline Operator that the Proposing User considers that 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 comprised in the Proposed Supply Point fails to satisfy the requirement in Clause 6.8 and shall have the right to appeal the Annual Quantity under Clause 6.17(a)(i).

6.16 See TPD G1.6.13 of the Uniform Network Code. Following the notification of the Annual Quantity pursuant to Clause 6.14:

(a) in respect of any Larger Supply Meter Point, the Registered User may not later than 31st July of the relevant Gas Year (or in the case of Larger Supply Meter Points under Clause 6.16, 23 Business Days after the Supply Point Registration Date during the Effective Period) notify the Pipeline Operator that the Registered User considers that the Annual Quantity of that Supply Meter Point fails to satisfy the requirement in Clause 6.8 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 31st July in the relevant Gas Year notify the Pipeline Operator that the Registered User considers that the Annual Quantity of a Supply Meter Point fails to satisfy the requirement in Clause 6.8 provided that the Registered User may only so notify the Pipeline Operator 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 Pipeline User considers that it should be a Larger Supply Meter Point.

(c) where a Registered User so notifies the Pipeline Operator:

(i) pursuant to paragraph (a)(i) or paragraph (b) and the Registered User shall with such notice provide to the Pipeline Operator 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;

(ii) pursuant to paragraph (a)(ii) the Registered User shall with such notice provide to the Pipeline Operator in a format specified by the Pipeline Operator 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 Pipeline Operator will consider the details provided by the Registered User under paragraph (c) above, and where it is satisfied that the Annual Quantity or such variable notified to the Registered User pursuant to Clause 6.16 fails to satisfy the requirement in Clause 6.8 and that the estimate of the Annual Quantity provided by the Registered User satisfies the requirement in Clause 6.8 then the Pipeline Operator shall substitute the Annual Quantity with that estimate of the Annual Quantity (subject to Clause 6.19) or (as the case may be) variable for the relevant Gas Year.

6.17 See TPD [31.6.14] of the Uniform Network CodeWhere the Pipeline Operator agrees to revise the Annual Quantity or End User Category under Clause 6.17 (d) or Clause 6.21:

(a) the Registered User may submit a Supply Point Reconfirmation (in accordance with Clause 9.5) 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, Transportation Charges (so far as determined by reference to directly or indirectly a function of the Annual Quantity or End User Category) shall be determined by reference to the revised Annual Quantity or End User Category.
(e)(a) no adjustment, revision or redetermination in respect of any Supply Point Transportation 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 charges will be determined and payable by reference to the Annual Quantity and End User Category notified by the Pipeline Operator pursuant to this Clause 6 and until any revision is made pursuant to paragraph (a).

6.18 See TPD G1.6.15 of the Uniform Network Code. Where the Pipeline Operator notifies any Registered User of a 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 Pipeline Operator and the Pipeline User concerned will discuss in good faith the manner in which and time at which such error may be corrected, having regard to the need to ensure that the Registered User continues to enjoy the benefit (in relation to the corrected Annual Quantity) of this Clause 6.

6.19 See TPD G1.6.16 of the Uniform Network Code. A Pipeline User which is the Registered User of a Smaller Supply Meter Point in relation to which the Supply Point Premises are premises supplied under a multi-site contract as referred to in Condition 22 of the Supplier’s Licence may make an election for the purposes of this Clause 6.20 by submitting to the Pipeline Operator at any time a notice of such election.

6.20 See TPD G1.6.17 of the Uniform Network Code. Where a Registered User makes an election pursuant to Clause 6.20, the Supply Meter Point shall be a Larger Supply Meter Point and the Pipeline Operator shall agree to revise the Annual Quantity pursuant to Clause 6.18.

6.21 It is agreed that the AQ review process contained in this Clause 6 relies on information being provided to the Pipeline Operator by the Large Transporter within certain timescales. If the Large Transporter does not provide to the Pipeline Operator any of the information or by the timings envisaged in this Clause 6 and/or the IGT AQ Review Procedures, the Pipeline Operator may amend the process and/or timetable contained in this Clause 6 to take account of this and the Pipeline Operator will notify any such amendments to Pipeline Users as soon as possible.

7 Offtake Responsibility for Supply Points

7.1 See TPD G1.2 of the Uniform Network Code. Subject to Part CIV, the gas offtaken from the Pipeline at a Supply Point will 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.

8 Supply Point Registration

8.1 A Pipeline User may apply to become the Registered User in respect of a Supply Point in accordance with this Part C. Unless the Pipeline Operator’s Network Code provides otherwise, or the Pipeline User and Pipeline Operator agree alternative arrangements, the Pipeline User will utilise the relevant Fax Forms contained in the IGT UNC Ancillary Document “Fax Forms – Smaller Supply Point and Fax Forms – Larger Supply Point” as the default arrangements for Supply Point Registration.

8.28.1 See TPD G2.1.2 of the Uniform Network Code. In order for the Pipeline User (the “Proposing User”) to become the Registered User in respect of a Supply Point:

(a) where the Proposed Supply Point is

(i) a Larger Supply Point which:

(aa) has a DM Supply Point Component or

Comment [g9]: This has been dropped as Xoserve do not use fax forms. We do however need to understand Xoserve’s contingency plans.
(bb) has only an NDM Supply Point Component; or

(ii) a New Smaller Supply Point, and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point

then unless the Pipeline Operator's Network Code provides otherwise, in respect of paragraph (a) (i) (bb) and/or (ii) the Pipeline User must make a Supply Point Nomination in accordance with Clause 10, in response to which the Pipeline Operator will (subject as provided in this Part C) submit to the Proposing User a Supply Point Offer in accordance with Clause 11; and

(b) the Proposing User must make a Supply Point Confirmation in accordance with Clauses 12, 13 and 14 which must become effective in accordance with Clauses 15 to 19.

8.3. 8.2 See TPD G2.1.3 of the Uniform Network Code For the purposes of this Part C, a "Proposed" Supply Point is the Supply Point which is the subject of a Proposed Supply Point Registration.

8.4. 8.3 See TPD G2.1.4 of the Uniform Network Code In respect of a Proposed Supply Point Registration:

(a) a "Supply Point Confirmation" is a communication by a Proposing User to the Pipeline Operator requesting Supply Point Registration in respect of a Proposed Supply Point;

(b) a "Supply Point Nomination" is a communication by a Proposing User in respect of a Larger Supply Point which has a DM Supply Point Component or where required, a Larger Supply Point which has only an NDM Supply Point Component or where required, a New Smaller Supply Point requesting a Supply Point Offer from the Pipeline Operator; and

(a) a "Supply Point Offer" is a communication by the Pipeline Operator to a Proposing User providing information in respect of a Larger Supply Point which has a DM Supply Point Component or where required, a Larger Supply Point which has only an NDM Supply Point Component or where required, a New Smaller Supply Point.

8.5 Where the Pipeline Operator’s Network Code provides that Supply Point Nominations will not be required pursuant to Clause 8.2(a)(i) (bb) and/or (ii) the provisions of the Code relating to Supply Point Nominations (and accordingly Supply Point Renominations) and Supply Point Offers in respect of such Supply Points shall not apply and the Code shall be construed accordingly.

9 Current, New and Existing Supply Points

9.1 See TPD G2.2.1 of the Uniform Network Code Subject to Clause 4, a Proposed Supply Point may be a Current Supply Point or a New Supply Point.

9.2 See TPD G2.2.2 of the Uniform Network Code 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; and 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).

9.3 See TPD G2.2.3 of the Uniform Network Code 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;
(b) An "Existing Registered User" is a Pipeline User (who may be the Proposing User) who is the Registered User in respect of an Existing Supply Point.

9.4 See TPD G2.2.4 of the Uniform Network Code. Subject to Clause 15.3 the Proposing User will not be entitled to have access to the identity of the Existing Registered User(s).

9.5 See TPD G2.2.5 of the Uniform Network Code. 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.

10 Supply Point Nomination

10.1 See TPD G2.3.1 of the Uniform Network Code. A Pipeline 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 Smaller Supply Point which is a New Supply Point in accordance with Clause 8.2 and this Clause 10. Where a Proposing User wishes to make a Supply Point Nomination in respect of a Larger Supply Point for the purpose of:
(d) increasing DM Capacity for such Supply Point; and/or
(e) changing the Supply Point Component of any Supply Meter Point; and/or
(f) 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 Pipeline User may submit, as appropriate, one or more Supply Point Nominations in accordance with Clause 10 to nominate:
(aa) the prevailing DM Capacity of the Supply Point;
(bb) the existing Supply Point Component of each Supply Meter Point;
(cc) the Current Supply Point;

(ii) at any time up to the date of the Supply Point Offer in respect of the Supply Point First Nomination the Pipeline User may also submit, as appropriate, in accordance with Clause 10, one or more Supply Point Nominations to:
(aa) increase the DM Capacity for such Supply Point;

(bb) change the Supply Point Component of any Supply Meter Point;

(cc) specify a New Supply Point;

(and any such Supply Point Nomination shall be referred to as “Supply Point Second Nomination”).

10.2 Subject to paragraphs 10.2(a) and 10.2(b) below, TPD G2 3.2 of the Uniform Network Code shall apply. A 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 Promises Requirement is satisfied;

(c) the Supply Meter Point Reference Number in respect of:

(i) in the case of a Current Supply Point which is a 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) where the Proposed Supply Point includes one or more DM Supply Meter Points, the proposed DM Capacity and proposed DM Offtake Rate in respect of the DM Supply Point Component, in compliance with the requirements of Part CII;

(e) the Meter Post Code in respect of each Supply Meter Point for which the Supply Meter Point Reference Number is specified under paragraph (c);

(f) where the Proposed Supply Point includes an NDM Supply Meter Point:

(i) the proposed Meter Reader; and

(ii) where the Annual Quantity of the NDM Supply Point Component is less than 293,000 kWh (10,000 therms), whether the relevant Supply Meters are proposed to be a Monthly Read Meter (for the purposes of Part E);

(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;

(b) any other details which are required to be specified in any particular case pursuant to any provision of this Part C; and

(c) where the Proposed Supply Point includes a Supply Meter Point:

(i) in respect of which the Daily Read Requirement applies; or
in respect of which the Daily Read Requirement does not apply but in respect of which the Proposing User wishes to make an election as referred to in Clause 3.7(b)

the Proposing User shall confirm that:

(A) where the Supply Meter Point has Daily Read Equipment installed that it has or will have requested or that it has or will have secured that a CSEP User has requested pursuant to the LDZ CSEP Ancillary Agreement for the Large Transporter to provide the Service (as defined therein)

(B) where the Supply Meter Point does not have Daily Read Equipment installed that it has or will have requested or that it has or will have secured that a CSEP User has requested the Large Transporter pursuant to the LDZ CSEP Ancillary Agreement for such Daily Read Equipment to be installed and for the Large Transporter to provide the Service (as defined therein).

10.3 See TPD G2.3.1 of the Uniform Network Code. In this Part C “Nominated” means proposed in a Supply Point Nomination.

10.4 Where a Pipeline User makes a Supply Point Nomination, the Pipeline Operator will endeavour either to submit a Supply Point Offer in accordance with Clause 11 or reject the Supply Point Nomination or submit a referral notice:

(a) except as described in paragraphs (b) and (c), within 2 Business Days after the Supply Point Nomination was submitted;

(b) where in accordance with Clause 10.7 the Pipeline Operator has submitted a referral notice, the Pipeline Operator will submit a Supply Point Offer within 12 Business Days after the Supply Point Nomination was submitted or, in the case where the Pipeline Operator requires information from the Large Transporter for the purposes of carrying out the assessment referred to in Clause 10.7, within 12 Business Days after the Pipeline Operator has received all relevant information from the Large Transporter;

(c) subject to paragraph (b) where the Proposing User provides confirmation to the Pipeline Operator pursuant to Clause 10.2(i)(B) 2 Business Days after the date the Supply Point Nomination was submitted;

10.5 The Pipeline Operator will reject the Supply Point Nomination where:

(a) the Pipeline Operator is not reasonably satisfied that the Single Premises Requirement is complied with in respect of the Proposed Supply Point;

(b) the Supply Point Nomination is not made strictly in accordance with the requirements of Clause 10.2;

(c) any of the Supply Meter Point Reference Numbers specified pursuant to Clause 10.2(c) is not identified in the Supply Point Register with the Meter Post Codes specified pursuant to Clause 10.2(e);

(d) the Pipeline Operator is notified that the Large Transporter has determined that it would not be practicable or economic for a Supply Meter at a Supply Meter Point which is the subject of a request as referred to in Clause 10.2(i)(B), to be Daily Read;
a Pipeline 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 unless, without prejudice to paragraph (d), the Pipeline User has given confirmation to the Pipeline Operator as referred to in Clause 10.2(i);

and the Pipeline Operator may reject the Supply Point Nomination where the Supply Point Nomination does not comply with any other requirement provided for in this Part C or in any other case where such rejection is provided for in the Code.

10.6 Where the Pipeline Operator rejects the Supply Point Nomination, the Pipeline Operator will inform the Proposing User of the reason (under Clause 10.5) for such rejection (and where such rejection was pursuant to Clause 10.5(b), the requirement of Clause 10.2 which was not complied with).

10.7 Where the Proposed Supply Point is a New Supply Point or includes a New Supply Meter Point, or where (in accordance with the further provisions of this Part C) it is necessary for the Pipeline Operator to assess the feasibility of making gas available for offtake from the Pipeline, the Pipeline Operator may (unless it rejects the Supply Point Nomination) give notice (a "referral notice") to that effect to the Proposing User.

11 Supply Point Offers

11.1 Where the Pipeline Operator does not reject a Supply Point Nomination, the Pipeline Operator will submit to the Proposing User a Supply Point Offer in accordance with this Clause 11.

11.2 A Supply Point Offer will specify in relation to the Proposed Supply Point:

(a) the identity of the Proposing User;

(b) the address of the Supply Point Premises;

(c) the Supply Meter Point Reference Number and manufacturer’s serial number 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 End User Category to which the Supply Point belongs;
   (ii) the Capacity associated with the Supply Point; and
   (iii) the Nominated Meter Reading Frequency or (where more frequent) the minimum Meter Reading Frequency required under Part E in respect of each relevant Supply Meter;

(e) where the Proposed Supply Point includes one or more DM Supply Meter Points:
   (i) details in respect of DM Capacity and DM Offtake Rate in accordance with Clause 11.3;
   (ii) whether the Proposed Supply Point is a Firm Supply Point or an Interruptible Supply Point and (if Interruptible) whether TNI
(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 Annual Quantity for each Supply Meter Point;

(g) the Transportation Charges payable in respect of the Supply Point;

(h) the Supply Meter Point Reference Number of any Supply Meter Point comprised in the Proposed Supply Point which has been isolated or in respect of which a request for Isolation is outstanding;

(i) a number by which the Supply Point Offer may uniquely be identified;

(d)(c) the identity of the Gas Act Owner; and

(e)(d) the identity of the Meter Asset Manager.

11.3 Where the Proposed Supply Point includes a DM Supply Point Component:

(a) the DM Capacity ("Offered DM Capacity") specified in the Supply Point Offer shall be:

(i) where the Nominated DM Capacity is less than the Bottom Stop DM Capacity, the Bottom Stop DM Capacity;

(ii) otherwise (but subject to Part CII) the Nominated DM Capacity (provided that where the Nominated DM Capacity is not less than the Bottom Stop DM Capacity but less than the Prevailing DM Capacity, Clause 14.4 shall apply);

(b) subject to Part CII, the DM Offtake Rate specified in the Supply Point Offer shall be the Nominated DM Offtake Rate;

(c) the Supply Point Offer will also specify (for information purposes where not specified under Clause 11.3(a)(i)) the Bottom Stop DM Capacity.

11.4 Subject to Clauses 11.5 and 14.4, unless and until a Supply Point Confirmation is made which becomes effective, a Supply Point Offer will remain valid for a period of 6 months after it was made.

11.5 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 DM Capacity becomes greater than the Offered DM Capacity, as a result of a deemed application pursuant to Part CII5.5 in respect of an Existing Supply Point, or

(ii) at the start of a Gas Year, the Bottom Stop DM Capacity becomes pursuant to Part CII2 greater than the Offered DM Capacity

the Pipeline Operator 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 Clause 14.5 will apply);
11.6 The Pipeline Operator will inform the Proposing User of the application of Clause 14.4 pursuant to Clause 11.5(b) within 5 Business Days after the occurrence of the event giving rise to the application of Clause 14.4.

11.7 See TPD G2.4.7 of the Uniform Network Code. 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 Clause 6.13) 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 Pipeline Operator 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 Transportation Charges are (upon a change in Annual Quantity or End User Category of any Supply Meter Point or the coming into force of new Transportation Charges or otherwise) revised, the Pipeline Operator 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.

11.8 See TPD G2.4.8 of the Uniform Network Code. 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.

11.9 See TPD G2.4.9 of the Uniform Network Code. The details contained in a Supply Point Offer of the matters set out in Clause 11.10 shall be binding upon the Pipeline Operator and the Proposing User where the Proposing 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 Pipeline Operator to withdraw a Supply Point Offer containing such erroneous details before a Supply Point Confirmation has been submitted).

11.10 The matters referred to in Clause 11.9 are those set out in TPD G2.4.10 and those in paragraphs 11.10(a) and 11.10(b) below:

(a) the Supply Meter Points comprised in the Proposed Supply Point; and

(a) the Annual Quantity, End User Category and (where relevant) the DM Capacity of the Proposed Supply Point; and

(b) whether at the date of the Supply Point Offer any Existing Supply Point (if Interruptible) is TNI and where known by the Pipeline Operator the number of Days of the Interruption Allowance
11.11 See TPD G2.4.11 of the Uniform Network Code. Except as provided in Clause 11.9, where any detail contained in a Supply Point Offer is incorrectly stated:

(a) such error shall not bind the Pipeline Operator or the Proposing User and shall not prejudice the proper determination of such detail;

(b) a Supply Point Confirmation made on the basis of such Supply Point Offer shall be valid notwithstanding such error.

11.12 See TPD G2.4.13 of the Uniform Network Code 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 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.

12 Supply Point Confirmations: General

12.1 A Pipeline User may submit a Supply Point Confirmation to the Pipeline Operator:

(a) in respect of a Smaller Supply Point which is a Current Supply Point or in respect of a New Supply Point comprising one Supply Meter Point (pursuant to the establishment of a New Supply Meter Point in accordance with Part CV) in accordance with Clause 13 at any time;

(b) in respect of a Larger Supply Point which has only an NDM Supply Point Component or a Smaller Supply Point which is a New Supply Point comprising more than one Supply Meter Point

(i) in accordance with Clause 14 after making a Supply Point Nomination, at any time where the condition in Clause 12.2(a) is satisfied; or

(ii) where the Pipeline Operator’s Network Code provides that Supply Point Nominations as referred to in Clause 8.5 are not required, in accordance with the provisions of the Pipeline Operator’s Network Code, at any time;

(c) in respect of a Supply Point which has a DM Supply Point Component in accordance with Clause 14 after making a Supply Point Nomination, at any time where the condition in Clause 12.2 is satisfied.

12.2 The condition referred to in Clause 12.1(b) is that:

(a) the Supply Point Confirmation is made at a time at which the Supply Point Offer remains (in accordance with Clause 11.4) valid; and

(b) in the circumstances in Clause 14.4 the Proposed Supply Point Registration Date is within the Capacity Reduction Period.

12.3 By making a Supply Point Confirmation in respect of a Proposed Supply Point the Proposing User:

(a) warrants to the Operator: