

22 Entire agreement

- 22.1 The Code, the Framework Agreement and (as respects the Parties thereto) each Ancillary 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.
- 22.2 Each Party acknowledges that in entering into the Framework Agreement and any Ancillary Agreement it does not rely on any representation, warranty, or other understanding not expressly contained in the Code, the Framework Agreement or such Ancillary Agreement.
- 22.3 Nothing contained in a document (other than the Framework Agreement or an Ancillary 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.

23 Information and confidentiality

- 23.1 Each party shall secure that Protected Information is;
- (a) not disclosed to any person other than (strictly in accordance with Clause 24) the Permitted Categories;
- (b) not used for any purpose other than the Permitted Purpose.
- (c) sent using password protection as detailed in the IGT UNC Ancillary Document "Password Protection Protocols" when the Pipeline Operator or Pipeline User sends such data by email.
- 23.2 For the purposes of the Pipeline Operator's obligations under Clause 23.1 and with reference to Clause 23.5:
- (a) "Protected Information" means
- i. any information relating to the affairs of a Pipeline User which is obtained by the Pipeline Operator pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that Pipeline User is party. For the sake of clarity this includes IGT Transportation Charges Invoices and Portfolio Extracts sent by email between the Pipeline User and Pipeline Operator.or
- ii. any information relating to a Consumer or a Supply Meter Point Reference Number defined as personal in the Data Protection Act 2018;
- (b) **"Permitted Categories"** means an officer or employee of the Pipeline Operator or any Party on whose behalf the Pipeline Operator acts as an agent who is engaged in the Permitted Purposes or a professional adviser of or consultant to the Pipeline Operator or (but without prejudice to any requirement under the Pipeline Operator's Licence) any Affiliate (other than an Affiliate which is the holder of a Shipper's Licence or a gas Suppliers licence) of the Pipeline Operator;
- (c) **"Permitted Purposes"** means the carrying on of the transportation business (as defined in the Pipeline Operator 's Licence) the operation administration, maintenance and development of the Pipeline facilitation of connections to the

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Pipeline and the implementation and performance of the Code, the Framework Agreement, any Ancillary Agreement and any Siteworks Contract;

23.3 For the purposes of the Pipeline User's obligations under Clause 23.1 and with reference to Clause 23.5:

(a) **"Protected Information"** means

i. any information relating to the affairs of the Pipeline Operator or of another Pipeline User which is obtained by the Pipeline User pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that Pipeline User is party; or

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ii. any information relating to a Consumer or a Supply Meter Point Reference Number defined as personal in the Data Protection Act 2018;

(b) **"Permitted Categories"** means an officer or employee of the Pipeline User whose province it is to know the same in the proper execution of their duties and responsibilities, or a professional adviser of or consultant to or any Affiliate of that Pipeline User (provided that such persons are not the holder of a Gas Transporter's Licence) or (subject to Clause 23.4) a Consumer or a Supplier;

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(c) **"Permitted Purposes"** means any purpose expressly contemplated by the Code or any Ancillary Agreement or Siteworks Contract to which such Pipeline User is party

23.4 Protected Information to a consumer or an appropriate person to the extent designated by the authority within Standard Special Condition A31 of the Gas Transporter's Licence and a supplier shall be an appropriate person pursuant to Standard Special Condition A31((2)(d)(ii) where its application is for the receipt of data for change of supplier purposes.

23.5 For the purposes of Clause 23.2 and 23.3:

(a) information obtained by a Party in the course of the negotiation of the Code or the Framework Agreement shall be Protected Information only insofar as such information was obtained in writing;

(b) the following information shall be treated as information relating to the affairs of a Pipeline User:

(i) the identity, address and any other details of a Supplier or Consumer, or any representative thereof, insofar as disclosed by the Pipeline User to the Pipeline Operator pursuant to or for the purposes of the Code;

(ii) information provided by the Pipeline User to the Pipeline Operator pursuant to Parts C and H, the Pipeline User's Code Credit Limit (if any) and record of payment of charges under the Code;

(c) the terms of the Code and the Framework Agreement are not Protected Information.

- 23.6 The CDSP are authorised to disclose such data as is set out within Annex V-10 of the UNC to the holder of the "smart meter communications licence" as defined by the Statutory Instrument 2012 No.2400: The Electricity and Gas (Smart Meters Licensable Activity) Order 2012. Such data may relate to all Supply Meter Points regardless of status. The CDSP are authorised to appoint a third-party agent (i.e. Xoserve) to manage the collation and transmission of the data set out within Annex V-10 of the UNC on to the holder of the "smart meter communications licence".
- 23.7 Confidentiality as between a Party or Parties and the CDSP is governed by the DSC and not the Code.
- 23.8 The Pipeline Operators are authorised to disclose such data as is required for the reports as are specified in the Performance Assurance Report Registers Schedules 1A, 1B, 2A and 2B in accordance with paragraph 16.5 of Section V of the UNC.

23.9 Disclosure of Meter Asset Provider Information

- 23.9.1 For the purposes of this Clause 23.8 the Pipeline Operators are authorised to disclose such data as is set out within Annex V-9 of the UNC to a Meter Asset Provider subject to the provisions of Section V5.16 of the UNC.

23.10 Disclosure of Historic Meter Point Read Information

- 23.10.1 Where in respect of any Supply Point, the CDSP is requested by the Registered User to disclose Historic Supply Meter Point Asset and Read Information such disclosure will be in accordance with paragraph 5.15 of Section V of the UNC.

24 Terms of permitted disclosure

- 24.1 For the purposes of this Clause 24 "**Disclosing Party**" and "**Protected Party**" shall be construed as follows;
- (a) for the purposes of the Pipeline Operator's obligations under Clause 23.1, the Disclosing Party is the Pipeline Operator and the Protected Party is the Pipeline User to whose affairs any Protected Information directly relates;
 - (b) for the purposes of a Pipeline User's obligations under Clauses 23 to 25 the Disclosing Party is such Pipeline User and the Protected Party is the Party (either the Pipeline Operator or another Pipeline User) to whose affairs any Protected Information directly relates.
- 24.2 Where Protected Information is disclosed as permitted under Clause 23.1 the Disclosing Party shall (without prejudice to its obligations under Clause 23.1) take all reasonable steps to secure that the person to whom the information is disclosed:
- (a) is aware of the Disclosing Party's obligations under Clause 23.1 in relation thereto, and
 - (b) does not use or disclose the information other than as is permitted of such party in accordance with Clause 23.1.
- 24.3 Nothing in Clause 23.1 shall apply: