Version 13.2

Independent Gas Transporters'

# UNIFORM NETWORK CODE

Version Control

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| 1.0 | BGP001<br>ESP126<br>ESPC050<br>ESPN126<br>ESPP126<br>GPL40<br>GTC341<br>GUC21<br>IPL020<br>QPL030<br>SSE30<br>UGI32 | Creation of an IGT UNC | 30 April 2007 | 1 May 2007 |
| 1.1 | n/a | Section L Consent to Modify | 23 July 2007 | 1 August 2007 |
| 1.2 | BGP001<br>ESP126<br>ESPC050<br>ESPN126<br>ESPP126<br>GPL40<br>GTC341<br>GUC21<br>IPL020<br>QPL030<br>SSE30<br>UGI32 | Creation of an IGT UNC | 30 April 2007 | 1 October 2007<br>(Delayed implementation of section 2 of the Transition Document) |
| 2.0 | IGT006<br>IGT008<br>IGT010<br>IGT011 | Estimated Transportation Invoices<br>Ancillary Documents<br>15 Day Modification Rule<br>Estimated Meter Reads | 9 January 2008<br>13 February 2008<br>07 February 2008<br>16 April 2008 | 27 June 2008 |
| 3.0 | IGT001VV<br>IGT002VV<br>IGT007V<br>IGT012<br>IGT017<br>IGT018<br>IGT019 | Standards of Service<br>Portfolio Extract<br>RPC Invoice file formats<br>Meter Reading Window<br>Change Plan for Modifications<br>Implementation Dates<br>Panel Membership Rules<br>Replace energywatch with NCC | 16 April 2008<br>28 February 2008<br>7 February 2008<br>16 April 2008<br>1 August 2008<br>1 August 2008<br>1 August 2008<br>1 October 2008 | 7 November 2008 |
| 4.0 | IGT013VV<br>IGT014<br>IGT15VV<br>IGT016<br>IGT023<br>IGT024VV | Meter Inspection File Formats<br>Meter Reading Validation Rules<br>Cyclic Meter Readings<br>Frequency of Cyclic Meter Reads<br>Inspection Notification File Format<br>Notification File Numbering | 1 July 2008<br>1 July 2008<br>1 July 2008<br>1 July 2008<br>3 July 2009<br>3 July 2009 | 7 November 2009 |
| 4.1 | IGT025 | Window for Submitting Meter Readings | 26 February 2010 | 26 June 2010 |
| 5.0 | IGT026V | Password Protection Protocols | 29 April 2010 | 6 November 2010 |
| 6.0 | IGT027V<br><br>IGT032<br>IGT034 | Inclusion of Last Valid Read and Read Date to Portfolio Extract<br>Voluntary Withdrawal Process<br>Designation of existing 'AQ | 1st March 2011<br><br>30th March 2011<br>25th August 2011 | 4th November 2011 |

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| | | Procedures' document as an Ancillary Document | | |
| 6.1 | IGT037<br><br>IGT040V<br><br>CTM005 | Inclusion of SPA Fax Forms as an Ancillary Document<br>Amendment to AQ Values present within the CSEP NExA Table<br>Housekeeping Change Section E Clause 3.4 | 2nd February 2012<br><br>20th January 2012<br><br>18th May 2012 | 29th June 2012 |
| 7.1 | IGT044 | Password Protection Protocols for Sensitive Personal Data | 1st June 2012 | 22nd February 2013 |
| 7.2 | IGT043VV<br><br>IGT048<br><br>IGT051ANC | Consolidation and Alignment of IGT Invoicing<br>Estimated Opening Meter Reads Code Amendment<br>Amendment of IGT AQ Review Procedures Document | 29th June 2012<br><br>20th December 2012<br>Panel Direction: 20th February 2013 | 28th June 2013 |
| 7.3 | IGT042<br><br>IGT046<br>IGT049 | EU 3rd Package - 21 day switching with flexible objection period<br>Revision to the Modification Rules<br>Tolerance for SSP Sites | 3rd September 2012<br><br>24th July 2013<br><br>3rd April 2013 | 1st November 2013 |
| 7.4 | IGT052 | Revisions to the Modification Rules in Response to CGR2 | 25th November 2013 | 20th December 2013 |
| 8.1 | IGT055<br>IGT058S<br><br><br>IGT061F | Single Meter Supply Points<br>Recognition of the '2nd January' Scottish Bank holiday as a Business Day for Supply Point related transactions<br>Housekeeping Changes to Section L (Modification Rules) | 5th February 2014<br>16th April 2014<br><br><br>16th April 2014 | 27th June 2014 |
| 8.2 | IGT047<br><br><br>IGT050A<br><br>IGT053<br><br><br>IGT057S<br>IGT060<br><br>IGT065F<br><br>IGT067F<br><br>IGT068ANC | Inclusion of data items relevant to smart metering into existing industry systems<br>Third Party Metering Activity and MAM ID Communication<br>Introduction of annual updates to the AQ values within the CSEP NExA table<br>Creating CSEP NExA Ancillary<br>CSEP NExA Update Following 2013 AQ Review<br>Update of T-PR-GT4 reference within the IGT Network Code<br>Update of references to the CSEP NExA Table within the IGT UNC<br>Minor change to IGT047 Ancillary Document – SMU file naming convention "Environment" | 19th July 2013<br><br><br>30th April 2013<br><br>17th July 2014<br><br><br>18th June 2014<br>23rd May 2014<br><br>16th July 2014<br><br>17th September 2014<br>20th August 2014 | 1st October 2014 |
| 8.3 | IGT059 | Supply Point Registration - Facilitation of Faster Switching | 30th April 2014 | 7th November 2014 |
| 9.1 | IGT062<br><br>IGT064 | Independent Secretariat Services for Modification Work Groups<br>Removal of Ancillary Document Self Governance | 20th November 2014<br>19th September 2014 | 27th February 2015 |

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| 9.2 | IGT066<br><br><br>IGT069S | Aligning UNC with Licence conditions relating to European legislative change<br>The removal of K1.2(e)(ii) – use of Upstream System User agreements | 4th February 2015<br>15th April 2015<br>15th April 2015 | 26th June 2015 |
| 9.3 | IGT063<br><br><br>IGT081F | Change to the IGT UNC Gas Day to align with the Gas Day in EU Network Codes<br>Correcting Incorrect Definition for Project Nexus Go Live Date | 11th November 2014<br>23rd September 2015 | 1st October 2015 |
| 10.1 | IGT078<br><br>IGT079<br><br><br>IGT087<br><br><br><br>IGT088<br><br>IGT089<br><br><br>IGT091<br><br>IGT093F<br><br><br><br>IGT094F<br><br>IGT092A | Ancillary Document for the New Connections process<br>Adding Non-Domestic New Connections Framework Ancillary Document<br>Revision to the Modification Rules in Response to CGR3 – Significant Code Review Modifications<br>Determining Implementation of Self Governance Modifications<br>Revision to the Modification Rules in Response to CGR3 – Self Governance<br>Amending rules for appointing Pipeline User Representatives<br>Changes to the CSEP NExA Tables Ancillary document to correct the effective dates on 2 of the tables<br>Amendments to file format types for IGT078 and IGT079 flows<br>Implementation of Non-effective days for Project Nexus Implementation Maintaining a minimum of two Supply point system Business days (Project Nexus transitional modification) | 16th March 2016<br><br>16th March 2016<br><br><br>18th November 2016<br><br><br>18th November 2016<br>18th November 2016<br><br>18th January 2017<br><br>18th January 2017<br><br><br><br>15th February 2017<br><br>17th February 2017 | 23rd February 2017 |
| 10.2 | IGT039<br><br><br><br>IGT070S<br><br><br><br>IGT071S<br><br>IGT073S | Use of a Single Gas Transporter Agency for the common services and systems and processes required by the IGT UNC<br>Removal of redundant Ancillary documents following the implementation of Single Service Provision<br>Updating the IGT AQ Review Procedures Ancillary Document<br>Consequential Changes to the 'Pipeline Operator Standards of Service Query Management' Ancillary Document | 11th March 2015<br><br><br><br>20th May 2015<br><br><br><br>21st October 2016<br><br>20th May 2015 | 1st June 2017 |
| | IGT074S<br><br>IGT076S | Amendment of Password Protection Ancillary document<br>Amendment of RPC format in line with Single Service Provision | 17th June 2015<br><br>20th May 2015 | |

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| | IGT077S | Amendment of Portfolio Extract format in line with Single Service Provision | 20th May 2015 | |
| | IGT078 – Post-Project Nexus amends | Ancillary Document for the New Connections process | 16th March 2016 | |
| | IGT079 – Post-Project Nexus amends | Adding Non-domestic New Connections Framework Ancillary Document | 16th March 2016 | |
| | IGT083S | Correction to PSR Process to Support SSP Arrangements | 15th June 2016 | |
| | IGT085F | SSP Housekeeping Changes | 15th June 2016 | |
| | IGT086S | Central Data Service Provider - Implementing IGT UNC Changes to support FGO | 12th May 2017 | |
| | IGT090F | Changes to the IGT039 legal text following a review of UNC legal text | 21st December 2016 | |
| | IGT096F | Correction to the IGT083 legal text now IGT078/79 are complete | 10th May 2017 | |
| | IGT097 | Provision for allowing consecutive estimated invoicing in the event of System Failure by the CDSP | 26th April 2017 | |
| | IGT098F | Changes to the IGT UNC Code due to changes to the UNC Code | 10th May 2017 | |
| 10.3 | IGT080S | Mandating IGT use of data as administered by the Pipeline Operators' Agency for Shipper Transportation Billing | 17th February 2016 | 3rd November 2017 |
| | IGT100 | Reinstating Asset Query Codes | 16th August 2017 | |
| | IGT101F | Amending IGT UNC legal text to reflect changes to the UNC made by UNC570 | 21st September 2017 | |
| 10.4 | IGT095VV | Provision of access to Domestic Consumer data for Price Comparison Websites and Third-Party Intermediaries | 18th October 2017 | 15th December 2017 |
| 10.5 | IGT104 | Permissions modification to allow the CDSP to release IGT supply point information under UNC MOD0520A | 21st February 2018 | 22nd March 2018 |
| | IGT105 | Creating permissions for the CDSP to release data to Meter Asset Providers | 21st February 2018 | |
| 10.6 | IGT106 | Provision of access to Domestic Consumer data for Suppliers | 21st February 2018 | 10th April 2018 |
| 10.7 | IGT103 | Inclusion of reference within IGT UNC to UNC TPD Section G paragraph 2.12 – 2.14 inclusive – Meter Point Portfolio Reconciliation | 18th April 2018 | 29th June 2018 |
| | IGT107F | Correcting the consumption adjustment reads within IGT UNC | 21st March 2018 | |

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| | IGT108F | Updating references for UNC434 | 18th April 2018 | |
| 10.8 | IGT102<br><br><br><br>IGT109F<br><br><br>IGT111<br><br>IGT115 | Enduring solution for provisions that allow consecutive estimated invoicing in the event of System Failure by the CDSP<br>Amending the IGT UNC legal text to reflect changes to the UNC made by UNC632<br>Updating of the IGT UNC data permissions<br>Update to IGT UNC to formalise the Data Permissions Matrix | 5th February 2018<br><br><br><br>20th June 2018<br><br><br>19th September 2018<br><br>17th October 2018 | 9th November 2018 |
| 10.9 | IGT110V<br><br>IGT113VV<br><br><br>IGT116V | Mandating the provision of NDM sample data<br>Amendments to the CSEP NExA Table Ancillary Document and associated templates<br>Amendment of the Data Permission Matrix to add Alt Han Company as a new User type | 19th September 2018<br><br>17th October 2018<br><br><br>18th January 2019 | 1st March 2019 |
| 11.0 | IGT112<br><br>IGT118V<br><br>IGT121<br><br>IGT122<br><br><br><br>IGT123F<br>IGT125F | -Refinements to the RPC Template<br>Amendments to the IGT UNC Password Protection Protocols<br>Clarify IGT AQ Review Reporting Procedure<br>Amendment of the Data Permission Matrix to add Meter Asset Provider as a new User type<br>Housekeeping Changes<br>Alignment of the Re-Establishment provisions between the IGT UNC and the UNC | 19th December 2018<br><br>17th April 2019<br><br><br>17th May 2019<br><br><br><br>17th May 2019<br><br>17th May 2019 | 28th June 2019 |
| 12.0 | IGT126F<br><br><br>IGT128 | Alignment between the IGT UNC and UNC for Unregistered New Supply Meter Points<br>Amendment of definitions in D1.2 | 21st June 2019<br><br><br>16th August 2019 | 8th November 2019 |
| 13.0 | IGT124<br><br><br>IGT129 | Market Participant MDD Migration to UNC Governance from the SPAA<br>Obligations on Shippers to pass Transporter compensation payments on to consumers, via Suppliers | 22nd August 2019/19th July 2019<br><br>22nd November 2019 | 28th February 2020<br><br>28th February 2020 |

| Version | Modification Number | Title | Date of Authority / Panel Direction | Implementation Date |
|---|---|---|---|---|
| 13.1 | IGT142U<br><br>IGT143U | Allow Users to submit Estimated Meter Reading during COVID<br>Use of the Isolation Flag to identify sites with abnormal load reduction during COVID-19 period | 14th May 2020/19th May 2020 | 20th May 2020 |
| 13.2 | IGT133<br><br>IGT136<br><br><br><br>IGT139 | Transition of IGT Theft Reporting into the IGT UNC<br>Introducing 'Performance Assurance Framework Administrator' as a new user type to the Data Permissions Matrix<br>Introducing a New User type to the IGT UNC and the Data Permissions Matrix of Electricity System Operator (ESO) | 29th May 2020<br><br>29th May 2020<br><br><br><br>29th May 2020 | 26th June 2020 |

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## 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.

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 Independent Gas Transporters Arrangements Document ("IGTAD")

4.1 The IGTAD sets out the rights and obligations between the Pipeline Operator and Large Transporter in relation to the connections between the Pipeline Operator's Pipeline and the Large Transporter's Large Transporter System.

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 IGTAD or the UNC, and the Pipeline Operator is not responsible (unless otherwise provided in the Code) for procuring or ensuring that the Large Transporter fulfils such obligation.

## 5 References to provisions of the UNC

5.1 The **"UNC"** is the uniform network code prepared by the Large Transporters pursuant to Standard Special Condition A11(6) of their Gas Transporters Licences.

5.2 Where specifically indicated in the IGT UNC, some Parts or Clauses of the IGT UNC are to be interpreted by referring to corresponding provisions in the UNC. In such cases, the corresponding provisions (as may be modified from time to time in accordance with the UNC Modification Rules) are to be interpreted with the necessary changes, in the context of the IGT UNC and as between the Pipeline Operator and Pipeline User and are not to be construed as creating any rights or obligations between the Pipeline User and Large Transporter.

5.3 Where a defined term is used (or referred to in the definition of any defined term used) in any paragraph of the UNC which is incorporated into the IGT UNC by reference, the following rules of interpretation shall apply (in order of priority):

5.3.1 except where expressly stated otherwise, the following defined terms shall have the following meanings:

| | |
|---|---|
| **Supply Point Capacity** | Offtake Capacity |
| **Transporter** | Pipeline Operator |
| **Total System** | Pipeline |
| **System** | Pipeline |
| **User** | Pipeline User |
| **User SPDQ** | DM Demand |
| **Maximum Supply Point Capacity** (in the context of a DM Supply Point) | Maximum DM Capacity |
| **Supply Point Capacity** (in the context of a DM Supply Point) | DM Capacity |

5.3.2 if the defined term is otherwise differently defined in the IGT UNC, it shall have the meaning given to it in the IGT UNC;

5.3.3 if the defined term is defined in a paragraph of the UNC which is itself incorporated into the IGT UNC by reference, the defined term shall have the meaning given to it in that paragraph as amended and incorporated into the IGT UNC; and

5.3.4 if the term is not defined in the IGT UNC it shall, subject to 5.4, have the meaning given to it in the UNC.

**5.4 Where:**

5.4.1 pursuant to Clause 5.3.4 , a term used in the IGT UNC has the meaning given to it in the UNC; and

5.4.2 that term applies to a supply point or supply meter point on a Large Transporter System (or to a user of the Large Transporter System),

the term shall (in relation to a Supply Point or Supply Meter Point) have the meaning it would have if the Pipeline was a Large Transporter System (or part of a Large Transporter System) for the purposes of the UNC.

## 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 is capacity at that point which the Pipeline User is treated as utilising in offtaking gas from the Pipeline at that Supply Point;

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 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; 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.

3 **Capacity Allocation for the purposes of the UNC**

3.1 The Pipeline Operator will communicate to the Large Transporter the 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 Registered NDM Supply Meter Point, the amounts determined as "SPC" in accordance with Section H4 of the UNC (adjusted to exclude Pipeline Shrinkage); 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.

4 **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.

5 **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 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 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 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 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:

**"CSEP NExA Tables"** is the IGT UNC Ancillary Document so entitled and issued from time to time by the Pipeline Operator and which will be subject to the Modification Rules as set out in Part L. For the avoidance of doubt the specific governance procedures set out in Part K 43 (General Provision Relating to IGT UNC Ancillary Documents) will not be applicable to this particular IGT UNC Ancillary Document;

**"DM Supply Point"** shall have the meaning ascribed thereto in the UNC;

**"NDM Supply Point"** shall have the meaning ascribed thereto in the UNC;

**"Larger Supply Point"** shall have the meaning ascribed thereto in the UNC;

**"Smaller Supply Point"** shall have the meaning ascribed thereto in the UNC;

**"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 Pipeline 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 CDSP 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 RPC Entry Annual Quantity, the Formula Year Annual Quantity, the Rolling Annual Quantity, Formula Year Supply Point Capacity, Rolling Supply Point Capacity and End User Category of the Supply Point;

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

(g) in respect of a Supply Point which is a DM Supply Point, 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; and

2.3 any other details specified in the Manual, the UK Link Manual or the IGTAD. The Supply Meter Point Reference Number will continue to be assigned to a Supply Meter Point which has been Isolated.

2.4 The Supply Point Registration Number of a Supply Point and the Supply Meter Point Reference Number of any Supply Meter Point will not be changed during the relevant Supply Point Registration.

2.5 A Pipeline 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 Pipeline User.

2.6 Upon a request by any Pipeline User identifying a Supply Meter Point Reference Number, the CDSP will provide to the Pipeline User certain details (which may be specified in the Manual or the UK Link Manual) recorded in the Supply Point Register for the Supply Point in which the Supply Meter Point is comprised.

2.7 For purposes of this Clause 2.7 the provisions of paragraph 1.9.7 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 2.3.6(b) of Section G of the UNC shall be interpreted as a reference to paragraph 2.3.6(b) as incorporated into this Part CI by Clause 10.1

the reference to paragraph 2.6.2(b) of Section G of the UNC shall be interpreted as a reference to paragraph 2.6.2(b) as incorporated into this Part CI by Clause 13.1

2.8 Without prejudice to any other provision of the Code, Pipeline Users and the Pipeline Operator and CDSP 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 or Pipeline Operator) the CDSP or (in the case of the CDSP) the Registered User and the Pipeline Operator 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 Clauses 2.10 to 2.12 apply where:

(a) the Pipeline User believes that the information relating to a Supply Meter Point contained in any notification submitted by the CDSP to the Pipeline User pursuant to the Code other than a notification submitted pursuant to Part CV, Part D or Part E is incorrect;

(b) the Pipeline User has so notified the CDSP, providing details of the information which the Pipeline User believes to be incorrect and what the Pipeline User believes to be the correct information;

(c) following such notification, the CDSP has been unable (after examining the details contained in the Supply Point Register) to resolve the matter notified by the Pipeline User (the "relevant matter"); and

(d) the Pipeline User has accordingly requested the Pipeline Operator and the Pipeline Operator has agreed to visit the Supply Point Premises to investigate the relevant matter.

2.10 Where this Clause 2.10 applies, subject to Clause 2.11, the Pipeline Operator will use reasonable endeavours, within 15 Supply Point Systems Business Days after agreeing (as described in Clause 2.9(d)) to do so during normal business hours, or on or by such later date and time as the Pipeline Operator and the Pipeline User may agree, to visit the Supply Point Premises and (subject to being given the required access) investigate the relevant matter.

2.11 Where the Pipeline Operator has notified to the Pipeline User a particular date (complying with Clause 2.10) and time for such visit, or agreed such a date and time with the Pipeline User, the Pipeline Operator may require that the Pipeline User attend at the Supply Point Premises at such time and date and where the Pipeline Operator so requires, the Pipeline Operator will not be required to investigate the relevant matter if the Pipeline User does not so attend.

2.12 If the Pipeline Operator is unable (upon such a visit) to obtain the access required to investigate the relevant matter, the Pipeline Operator shall not be required to revisit the Supply Point Premises, and if the Pipeline Operator did not require (pursuant to Clause 2.11) the Pipeline User to attend, the Pipeline Operator will so inform the Pipeline User as soon as reasonably practicable after making such visit.

## 3 Classes of Supply Point

3.1 For the purposes of this Clause 3.1 the provisions of paragraph 1.5 of Section G of the UNC shall apply with the following changes:

paragraph 1.5.4 shall not apply;

the references to "Transporter" in paragraphs 1.5.5(a) and 1.5.6(c) shall be interpreted as a references to the "Large Transporter"

the reference to paragraph 7.3.5 of Section G of the UNC in paragraph 1.5.8 shall be interpreted as a reference to Clause 2.5 of Part CV of the IGT UNC.

references to paragraph 1.11 of Section G of the UNC shall be interpreted as a reference to paragraph 1.11 with the following changes:

the reference to Section A4 of the UNC in paragraph 1.11.1 (b) shall be interpreted as a reference to Part CI of the IGT UNC.

the reference to 'Batch duration' in paragraph 1.11.6(c) shall be interpreted as a reference to "Batch Period".

the reference to Section M5.8.1 of the UNC in paragraph 1.11.6(c) shall be interpreted as a reference to Section M5.8.1 as incorporated into Part E by Clause 9 of Part E.

the reference to Section M5.9.1 of the UNC in paragraph 1.11.6(c) shall be interpreted as a reference to Section M5.9.1 as incorporated into Part E by Clause 10 of Part E.

3.2 For the purposes of the Code:

(a) **"Transporter 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 enables Meter Readings to be obtained by the Large Transporter remotely at set intervals and which comprises of:

(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;

(b) Transporter Daily Read Equipment is **"Operational"** on the first Day on which Transporter 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.

3.3 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 the Class 1 Meter Read Requirements to be satisfied in respect of a particular Supply Meter Point, the Class 1 Requirement shall not apply (and for the avoidance of doubt the Supply Meter Points shall not be in Class 1).

## 4 Single Premises Requirement

NOT USED

## 5 Supply Meter Points and Business Day

5.1 In accordance with Part E a Supply Meter Installation is required to be installed at each Supply Meter Point; but a point may be a Supply Meter Point notwithstanding that no such installation is installed at such point.

5.2 A Supply Meter Point which has not been Isolated will at all times be included in a Supply Point.

5.3 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.

5.4 In this Parts C and Parts D and E any reference to a “Supply Point Systems Business Day” is a reference to a Day other than a Saturday, Sunday or a bank holiday in England or Wales.

6 **Annual Quantity**

6.1 For the purposes of determining the Annual Quantity the provisions of Section G1.6 of the UNC shall apply with the following changes and subject always to paragraphs 6.2 to 6.4 below.

the reference to Section M5.6.2 in paragraph 1.6.7(b)(i) of the UNC shall be interpreted as a reference to Section M5.6.2 as incorporated into the IGT UNC by Clause 7.1 of Part E the reference to Section M5.7.2 in paragraph 1.6.7(b)(i) of the UNC shall be interpreted as a reference to Section M5.7.2 as incorporated into the IGT UNC by Clause 8 of Part E

the reference to Section M1.5.3(e) in paragraph 1.6.7(e) of the UNC shall be interpreted as a reference to Section M1.5.3(e) as incorporated into the IGT UNC by Clause 8 of Part E

the references to Section H3.2 in paragraph 1.6.9(b) and 1.6.13(b) of the UNC shall be interpreted as references to Section H3.2 as incorporated into the IGT UNC by Clause 4.1 of Part F.

paragraph 1.6.14(a) shall not apply.

the reference to "System Exit Point" in in paragraph 1.6.15 of the UNC shall be interpreted as a reference to a "Supply Point or Supply Meter Point".

paragraph 1.6.19 shall not apply.

the reference to Section M5.3.4(b) in paragraph 1.6.22 of the UNC shall be interpreted as a reference to Section M5.3.4(b) as incorporated into the IGT UNC by Clause 4 of Part E.

the reference to paragraph 7.3.6(a)(iii) of Section G of the UNC in paragraph 1.6.23(a)(iii) of the UNC shall be interpreted as a reference to Clause 2.7(a)(iv) of Part CV.

6.2 The Annual Quantity of a New Supply Meter Point will be calculated as follows:

(a) 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 and is not subject to a surcharge under paragraph 5 of Special Condition 1 of the Pipeline Operator’s Licence, the Annual Quantity shall be the quantity determined in accordance with the Table contained in Section 2 Current Table of the IGT Ancillary Document CSEP NExA Tables; or

(b) in the case of any other New Supply Meter Point not contemplated in paragraph (a) above, the Annual Quantity shall be the quantity provided by the Proposing User and agreed by the Pipeline Operator or the quantity provided by the Pipeline Operator as agreed by the Proposing User,

in each case, the **“RPC Entry Annual Quantity”**.

6.3 For the avoidance of doubt, the RPC Entry Annual Quantity determined under paragraph 6.2 shall be the Annual Quantity until the first AQ Calculation Month as set out in the UNC from which point the Pipeline Operator shall, in addition to the RPC Entry Annual Quantity calculate the Rolling Annual Quantity in accordance with the relevant provisions of the UNC.

6.4 For the purposes of this Clause 6:

(a) on the First Supply Point Registration Date the Formula Year Annual Quantity and Rolling Annual Quantity of a Supply Point shall be equal to the RPC Entry Annual Quantity.

(b) the **"IGT CSEP NExA Table Review Procedures Document"** 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 and the Pipeline Operator must follow the process "Reporting" and "**Annual updates to the AQ values within the CSEP NExA Table"** as set out in the "**IGT CSEP NExA Table Review Procedures Document".**

(c) "Supply Point Capacity" in respect of a Larger Supply Point is:

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

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

## 7 Offtake Responsibility for Supply Points

7.1 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

For the purposes of this Clause 8 the provisions of Section G2.1 of the UNC shall apply with the following changes:

the words "subject as provided in this Section G" in paragraph 2.1.2(a) shall be interpreted as "subject as provided for in this Part CI including those requirements in Section G of the UNC but only to the extent that they are incorporated into this Part CI."

paragraphs 2.1.6 to 2.1.13 (inclusive) shall not apply.

the words "references in this Section G" in paragraph 2.1.2(a) shall be interpreted as referring to references in this Part CI including references in Section G of the UNC but only to the extent that they are incorporated into this Part CI.

## 9 Current, New and Existing Supply Points

9.1 For the purposes of this Clause 9 the provisions of Section G2.2 of the UNC shall apply with the following changes:

the reference to Section G2.8 in paragraph 2.8.3 of the UNC shall be interpreted as a reference to Section G2.8 as incorporated into the IGT UNC by Clause 15.1 of this Part CI.

## 10 Supply Point Nomination

10.1 For the purposes of this Clause 10.1, and subject to Clause 13.2, the provisions of paragraphs 2.3.1 to 2.3.8 of Section G2.3 of the UNC shall apply with the following changes:

The words "in the case of an LDZ Supply Point" shall be deleted from paragraphs 2.3.1, 2.3.1(a), 2.3.1(b) and 2.3.2(d).

the words "any provision of this Section G" in paragraph 2.3.2(f) shall be interpreted as referring to any other requirement of this Part CI including those requirements in Section G of the UNC but only to the extent that they are incorporated into this Part CI.

paragraphs 2.3.2 (g) and (h) shall not apply.

the reference in paragraph 2.3.4(a) to paragraph 2.4 shall be interpreted as a reference to paragraph 2.4 as incorporated into this Part CI by Clause 11.1.

the words "or in accordance with Section V3″ in paragraph 2.3.6 shall be interpreted as a reference to Clause 21 of Part G (Code Credit Rules).

the words "other requirement provided for in this Section G" in paragraph 2.3.6 shall be interpreted as referring to any other requirement of this Part CI including those requirements in Section G of the UNC but only to the extent that they are incorporated into this Part CI by reference.

the reference in paragraph 2.3.6(b) to paragraphs 2.3.2(b) and 2.3.2(c) shall be interpreted as a reference to those paragraphs as incorporated into this Part CI by this Clause 10.1.

10.2 Where the Proposed Supply Point includes one or more DM Supply Meter Points a Supply Point Nomination shall specify in addition to the requirements of clause 10.1 above:

(a) the proposed DM Capacity and proposed DM Offtake Rate in respect of the DM Supply Point, in compliance with the requirements of Part CII; and

(b) the Proposing User shall confirm that:

i. where the Supply Meter Point has Transporter 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)

ii. where the Supply Meter Point does not have Transporter 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 Transporter Daily Read Equipment to be installed and for the Large Transporter to provide the Service (as defined therein).

## 11 Supply Point Offers

11.1 For the purposes of this Clause 11 the provisions of Section G2.4 of the UNC shall apply with the following changes:

the words "in the case of an LDZ Supply Point" shall be deleted from paragraphs 2.4.2(d)(ii), 2.4.3, 2.4.5 and 2.4.10(b).

the reference in paragraph 2.4.1 to paragraph 2.4 shall be interpreted as a reference to paragraph 2.4 as incorporated into this Part CI by this Clause 11.1.

paragraph 2.4.2(c)(v) shall not apply.

the reference in paragraph 2.4.2(d)(i) to "the Applicable End User Category in accordance with Section H1.7" shall be interpreted as a reference to the applicable End User Category adopted and applied by the Pipeline Operator pursuant to Clause 3.3 of Part F.

the reference to Section H4.1 of the UNC in Clause 2.4.2(d)(ii) shall be interpreted as a reference to Clause 2 and 3 of Part B.

paragraph 2.4.2(l) shall not apply.

the references in paragraphs 2.4.3(a), 2.4.4 and 2.4.6 to paragraph 2.7.3 shall be interpreted as a references to paragraph 2.7.3 as incorporated into this Part CI by Clause 14.1.

the reference in paragraph 2.4.5(a) to paragraph 2.7.4 shall be interpreted as a reference to paragraph 2.7.4 as incorporated into this Part CI by Clause 14.1.

the reference in paragraph 2.4.5(a) to paragraph 5.2 of Section G of the UNC shall be interpreted as a reference to paragraph 5.2 as incorporated into Part CII by Clause 2.1 of Part CII.

the reference in paragraph 2.4.5(b) to paragraph 5.1.4 of Section G of the UNC shall be interpreted as a reference to paragraph 5.1.4 as incorporated into Part CII by Clause 1.1 of Part CII.

the reference in paragraph 2.4.7(a) to paragraphs 1.6.20 and 1.6.22 shall be interpreted as a references to paragraphs 1.6.20 and 1.6.22 as incorporated into this Part CI by Clause 6.

paragraph 2.4.12 shall not apply.

## 12 Supply Point Confirmations: General

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

(a) in respect of a Smaller Supply Point which is a Current Supply Point or in respect of a Smaller Supply Point which is 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 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 under Clause 12.2 is satisfied;

(c) in respect of a Supply Point which has a DM Supply Point 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) valid; and

(b) in the circumstances in Section G2.7.3 of the UNC (as incorporated into this Part CI by Clause 14.1) 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:

(i) that, or

(ii) where the Pipeline 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 Pipeline 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 Pipeline User from the Pipeline 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;

(ii) to be registered as holding Capacity as determined in accordance with Part B and this Part C; and

(iii) that it consents to the disclosure of the information by the CDSP in accordance with Section G2.8.8 of the UNC (as incorporated into this Part CI by Clause 15.1).

12.4 Subject to Section G2.7.4(a) of the UNC (as incorporated into this Part CI by Clause 14.1), the **"Confirmed DM Capacity"** in respect of the DM Supply Point of a Proposed Supply Point (for which the Supply Point Confirmation becomes effective) is the Offered DM Capacity.

12.5 A Supply Point Confirmation may not be made, and the CDSP will within five Supply Point Systems Business Days reject any Supply Point Confirmation submitted:

(a) 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 Clause 12.8) outstanding;

(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 a request for Siteworks outstanding or any Siteworks Contract which has not been completed, other than for Isolation, and for which the Siteworks Applicant is a gas shipper other than the Proposing User;

(c) in accordance with any provision of the Code.

12.6 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.

12.7 For the purposes of this Clause 12.7 the provisions of Section G2.5.8 of the UNC shall apply with the following changes:

Paragraph 2.5.8(b)(iii) shall not apply

Paragraph 2.5.8(c) shall not apply

12.8 For the purposes of this Clause 12.8 the provisions of Section G2.5.9 of the UNC shall apply with the following changes:

the reference to paragraph 2 shall be interpreted as a reference to paragraph 2 of the UNC to the extent incorporated into this Part CI.

the reference to paragraph 2.8.6 shall be interpreted as a reference to paragraph 2.8.6 as incorporated into this Part CI by Clause 15.1.

12.9 Every Supply Point Confirmation shall specify (in addition to what is required under Clauses 13 and 14):

(a) the identity of the proposed Supplier;

(b) whether the Supply Point Premises are domestic premises or non domestic premises.

12.10 In any case:

(a) upon a change in the identity of the supplier; and/or

(b) upon the Supply Point Premises changing from domestic premises to non domestic premises or vice versa;

where the Pipeline User continues to be the Registered User in respect of a Supply Point, such Pipeline User shall submit a Supply Point Reconfirmation to the CDSP in respect of the change of Supplier and/or in respect of the Supply Point Premises changing from domestic premises to non domestic premises or vice versa as soon as reasonably practicable after such change. By notifying the CDSP of the identity of the new supplier, such Pipeline User warrants to all Parties that such new supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the Pipeline User that there will be in force a contract or contracts (including a deemed contract pursuant to paragraphs 8(1) or 8(2) of the Gas Code) for the supply to the Consumer of the gas offtaken by such Pipeline User from the Pipeline at the Supply Point.

12.11 By making a Supply Point Confirmation in respect of a Smaller Supply Point which is a New Supply Point comprising one Supply Meter Point, the Proposing User shall be deemed to have included within the Supply Point Confirmation such relevant information as described under Section G2.4.2 of the UNC (as incorporated into this Part CI by Clause 11.1) as may be contained in the Supply Point Register in relation to the Proposed Supply Point.

12.12 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).

## 13 Supply Point Confirmation for a Smaller Supply Point and for certain Larger Supply Points that are New Supply Points at domestic premises

13.1 A Supply Point Confirmation for a Smaller Supply Point shall be made in accordance with the provisions of Section G2.6 of the UNC with the following changes:

the words "other requirement provided for in this Section G" in paragraph 2.6.2(b) shall be interpreted as referring to any other requirement of this Part CI including those requirements in Section G of the UNC but only to the extent that they are incorporated into this Part CI by reference.

the reference to paragraph 2.3 of Section G of the UNC in paragraph G2.6.4 shall be interpreted as a reference to paragraph 2.3 as incorporated into this Part CI by Clause 10.1.

13.2 Where the Pipeline Operator becomes aware that:

(a) a number of Smaller Supply Points each of which is a New Supply Point and each of which is at Supply Point Premises that are domestic premises and/or a number of Large Supply Points each of which is a New Supply Point and each of which is at Supply Point Premises that are domestic premises are in the process of being established by a person (the "Developer") and connected to the Pipeline; and

(b) the Developer has sought to designate a person who holds a Shipper's Licence (a "Shipper") to make arrangements with the Pipeline Operator for the transportation of gas to such Smaller Supply Points and/or such Larger Supply Points;

then the provisions of Clause 13.3 through 13.5 shall apply.

13.3 Where this Clause 13.3 applies, the Pipeline Operator, subject to the Shipper being a Pipeline User, will issue a Project Summary Report to invite the Shipper to become the Initial Registered User by submitting Initial Supply Point Confirmations as a Project Summary Notification and both the Pipeline Operator and Shipper will adhere to the principles and supporting business rules as set out in the IGT UNC Ancillary Document IGT's New Connections Domestic Sites Only.

13.4 The submission of a Project Summary Notification as referred to in Clause 13.3 will require:

(i) the Pipeline Operator to inform the CDSP of the Meter Point Reference Numbers, together with any additional relevant information, including the identity of the Pipeline User as per the Project Summary Notification; and

(ii) subject to Clause 13.5, the Pipeline User to become the Registered User with the CDSP.

13.5 Where in respect of a New Supply Meter Point a Pipeline User other than that which has submitted a Project Summary Notification under Clause 13.3 becomes the first Registered User with the CDSP, then such Pipeline User shall be deemed to be the Registered User at the First Supply Point Registration Date.

## 14 Supply Point Confirmation for a Larger Supply Point and some Smaller Supply Points that are New Supply Points at non domestic premises

14.1 A Supply Point Confirmation in respect of a Larger Supply Point shall be made in accordance with Section G2.7 of the UNC, with the following changes:

the reference to paragraph 2.1.2(a) in paragraph 2.7.1 shall be interpreted as a reference to paragraph 2.1.2(a) as incorporated into this Part CI by Clause 8.

the reference in paragraph 2.7.1(c) to Section Q2.3 shall be interpreted as a reference to Clause 8 of Part I.

the reference to paragraphs 2.4.7(b) and 2.4.10 in paragraph 2.7.2 shall be interpreted as a reference to paragraphs 2.4.7(b) and 2.4.10 as incorporated into this Part CI by Clause 11.1.

the words "in the case of an LDZ Supply Point" shall be deleted form paragraphs 2.7.3 and 2.7.4.

the reference to paragraph 2.4.5(b) in paragraph 2.7.3(b) shall be interpreted as a reference to paragraph 2.4.5(b) as incorporated into this Part CI by Clause 11.1.

paragraph 2.7.6 shall not apply.

14.2 Where the Pipeline Operator becomes aware that:

(a) one or more Larger Supply Points each of which is a New Supply Point and each of which is at Supply Point Premises that are non domestic premises and/or one or more Smaller Supply Points each of which is a New Supply Point and each of which are at Supply Point Premises that are non domestic premises are in the process of being established by a person and connected to the Pipeline by either:

(i) a person (the “Developer”) and the Developer has sought to designate a person who holds a Shipper's Licence (a "Shipper") to make arrangements with the Pipeline Operator for the transportation of gas to such Larger Supply Points and/or Smaller Supply points; or

(ii) a Pipeline User who has notified the Pipeline Operator that they will make arrangements for the transportation of gas to such Larger Supply Points and/or Smaller Supply points and will confirm their responsibility by means of the process as set out in the IGT UNC Ancillary Document IGT Non-Domestic New Connections; and

(b) none of the Supply Points are DM Supply Points;

then the provisions of Clause 14.3 shall apply through 14.5 shall apply.

14.3 Where this Clause 14.3 applies, the Pipeline Operator, subject to the Shipper being a Pipeline User, will issue a Project Summary Report to invite the Shipper to become the Initial Registered User by submitting Initial Supply Point Confirmations as a Project Summary Notification and both the Pipeline Operator and Pipeline User will adhere to the principles and supporting business rules as set out in the IGT UNC Ancillary Document IGT Non-Domestic New Connections.

14.4 The submission of Project Summary Notification as referred to in Clause 14.3 will require:

(i) the Pipeline Operator to inform the CDSP]of the Meter Point Reference Numbers, together with any additional relevant information, including the identity of the Pipeline User as per the Project Summary Notification; and

(ii) subject to Clause 14.5, the Pipeline User to become the Registered User with the CDSP.

14.5 Where in respect of a New Supply Meter Point a Pipeline User other than that which has submitted a Project Summary Notification under Clause 14.3 becomes the first Registered User with the CDSP, then such Pipeline User shall be deemed to be the Registered User at the First Supply Point Registration Date.

14.6 Each Pipeline User acknowledges that in order to become the Registered User of a DM Supply Point it is necessary for a Pipeline User to enter into with the Large Transporter any applicable LDZ CSEP Ancillary Agreement or make appropriate arrangements with a CSEP User who has entered into any applicable LDZ CSEP Ancillary Agreement in respect of the CSEP. Accordingly:

(a) where a Proposing User makes a Supply Point Confirmation in respect of a Supply Point with a DM Supply Point, the Proposing User shall by a date no later than the date 8 Supply Point Systems Business Days before the Proposed Supply Point Registration Date provide evidence either that:

(i) it has entered into any applicable LDZ CSEP Ancillary Agreement with the Large Transporter; or

(ii) it has made appropriate arrangements with a CSEP User (whose name shall be provided to the Pipeline Operator) who has entered into any applicable LDZ CSEP Ancillary Agreement Provided that if the Proposing User has provided evidence that it has entered into an LDZ CSEP Ancillary Agreement within the previous 12 months and warrants that such Agreement is still in force, it shall not be required to do so again.

Failing the provision of such evidence by such date, such Supply Point Confirmation shall lapse and shall not come into effect.

(b) if the Supply Point Confirmation has not lapsed pursuant to paragraph (a) the Supply Meter Points comprised in such DM Supply Point shall with effect from the later of:

(i) the Supply Point Registration Date; and

(ii) the date on which Transporter Daily Read Equipment has been installed and becomes Operational

be DM Supply Meter Points.

(c) the CDSP shall without prejudice to paragraph (b) within 2 Supply Point Systems Business Days following the coming into effect of a Supply Point Confirmation in respect of a DM Supply Point and in respect of the Registered User and where appropriate relevant CSEP User notify the Large Transporter accordingly.

14.7 Each Pipeline User acknowledges that in respect of a Proposed DM Supply Point or a DM Supply Point that it will or may be necessary for the Pipeline Operator to provide to and obtain from the Large Transporter certain information in respect of such Proposed DM Supply Point or DM Supply Point in order to comply with the terms of the IGTAD. Accordingly each Pipeline User agrees that (notwithstanding Part K23) the Pipeline Operator may provide to and obtain from the Large Transporter any such information.

14.8 Each Pipeline User further acknowledges that:

(a) it is the Large Transporter's responsibility and not the Pipeline Operator’s to install Transporter Daily Read Equipment at a Class 1 Supply Point; and

(b) the Pipeline Operator has no responsibility or liability in respect of the provision or non-provision of Transporter Daily Read Equipment and any services provided in connection therewith.

14.9 The Registered User of a Supply Point with a Class 1 Supply Point shall ensure that the Large Transporter is permitted full access to the Transporter Daily Read Equipment at each Class 1 Meter Point (including granting the Large Transporter any letter of authority) to enable the Large Transporter to obtain access upon receiving a written request from the Pipeline Operator for the purposes set out in the IGTAD.

15 **Effect of Confirmation: Existing Supply Point not already withdrawn**

15.1 For the purposes of this Clause 15 the provisions of Section G2.8 of the UNC shall apply with the following changes:

the reference to paragraph 3 in paragraph 2.8.7(b) shall be interpreted as a reference to paragraph 3.1 of the UNC as incorporated into Part CIV by Clause 1.1 of Part CIV.

the reference to paragraph 2.7.5 in paragraph 2.8.8(a) shall be interpreted as a reference to paragraph 2.7.5 of the UNC as incorporated into this Part CI by Clause 14.1.

16 **Effect of Confirmation: Existing Supply Points already withdrawn**

16.1 For the purposes of this Clause 16 the provisions of Section G2.9 of the UNC shall apply with the following changes:

the reference to paragraph 2.7.5 in paragraph 2.9.2 shall be interpreted as a reference to paragraph 2.7.5 of the UNC as incorporated into this Part CI by Clause 14.1.

17 **Supply Point Confirmation: Effect of Isolation**

17.1 For the purposes of this Clause 17 the provisions of Section G2.10 of the UNC shall apply with the following changes:

the reference to paragraph 2.8.7(a) in paragraph 2.10.2 shall be interpreted as a reference to paragraph 2.8.7(a) as incorporated into this Part CI by Clause 15.1.

the reference to paragraph 2.9.1 in paragraph 2.10.2 shall be interpreted as a reference to paragraph 2.9.1 as incorporated into this Part CI by Clause 16.1.

18 **Unregistered New Supply Meter Points**

18.1 For the Purposes of this Clause 18 the provisions of Section G2.11 of the UNC shall apply with the following changes:

The words “and Energy Balancing Charges” shall be deleted from 2.11.5(c) and Paragraph 2.11.5(d) shall not apply

19 **NOT USED**

20 **Supplier of Last Resort**

20.1 For the purposes of Clauses 20.2 to 20.6

(a) where a Pipeline User has been given a Termination Notice by the Pipeline Operator (under Part K) all Supply Meters 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 who 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 Pipeline User who is the first Pipeline User, following 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 Pipeline Operator receives written notice from the Authority of the appointment and identity of the Last Resort User;

(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 pursuant to the provisions of the Code, immediately prior to the User Discontinuance Date.

20.2 Where the Pipeline Operator has given a Termination Notice (under Part K7) to a Pipeline User and the Authority directs a Supplier of Last Resort in respect of a Terminated Supply Meter Point, then notwithstanding any other provision of the 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 the 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 in respect thereof) with effect from and including the date of appointment of the Supplier of Last Resort.

20.3 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points, the CDSP shall use reasonable endeavours, subject to Clauses 20.4 to 20.6 to provide to the Last Resort User on the day of issue a copy of the TSMP Information.

20.4 By virtue of this Clause 20.4, the Discontinuing User hereby is deemed to have given its written consent for the purposes of both Part K and Section 105 of the Utilities Act 2000 to the Pipeline Operator to disclose to the Last Resort User the TSMP Information pursuant to Clause 20.3.

20.5 It is acknowledged that the TSMP Information contains information which has been provided to the Pipeline Operator by the Discontinuing User and accordingly the Last Resort User hereby acknowledges and agrees that:

(a) the TSMP Information disclosed to it pursuant to Clause 20.3 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 CDSP, 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 CDSP shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.

20.6 For the purposes of Clause 20.3, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Pipeline Operator 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 2018.

## 21 **Supply Portfolios**

21.1 For the purposes of this Clause 21 the provisions of Section G2.12 through G2.14 of the UNC shall apply with the following changes:

Any reference to a “Supply Meter Point Reference Number” will be interpreted as a Supply Meter Point Reference Number in respect of an IGTS Supply Meter Point as defined in the IGTAD A2.1.1(g).

Paragraph G2.13.8 of the UNC shall be replaced by the following paragraph:

2.13.8 Unless otherwise agreed by the CDSP and User under paragraphs 2.13.6 or 2.13.9 where the User fails to create a Supply Meter Point Reference Number within the Registration Period the CDSP shall issue a request to the relevant Pipeline Operator to create a Supply Meter Point Reference Number to allow Supply Point Confirmation under 2.13.11.

## PART CII - DM CAPACITY AND OFFTAKE RATE

1 **DM Capacity**

1.1 For the purposes of this Clause 1 the provisions of paragraphs 5.1.1 to 5.1.8 and 5.1.13 of Section G of the UNC shall apply with the following changes:

paragraph 5.1.1 shall be replaced with the following:

"except for paragraph 5.6, this paragraph 5 applies only in respect of DM Supply Points"

"the reference to paragraph 5.3.2 of Section G of the UNC in paragraph G5.1.4(c) shall be interpreted as a reference to paragraph 5.3.2 as incorporated into this Part CII by Clause 3.1"

the reference to paragraph 5.5 of Section G of the UNC in paragraph 5.1.5(b)shall be interpreted as a reference to Clause 5 of this Part CII.

the reference to paragraph 3 of Section V of the UNC in paragraph G5.1.7 (d) shall be interpreted as a reference to Clause 21 of Part G of the Code (Code Credit Rules)

the references to paragraph 5 in paragraph 5.1.7(b) shall be interpreted as references "to this Part CII including those requirements of paragraph 5 of Section G of the UNC but only to the extent that they are incorporated into this Part CII and any other provision of the Code".

Paragraph 5.1.7(c) shall not apply.

the reference to paragraph 5.3.2 of Section G of the UNC in paragraph G5.1.8 shall be interpreted as a reference to paragraph 5.3.2 as incorporated into this Part CII by Clause 3.1

2 **Minimum Capacity Requirements**

For the purposes of this Clause 2 the provisions of paragraph 5.2 of Section G of the UNC shall apply with the following changes:

paragraph 5.2.4(c) of Section G of the UNC shall be replaced with the following:

“where in the meantime the Pipeline User has submitted a Supply Point Confirmation which has become effective the Pipeline User may by submitting a Supply Point Reconfirmation revise (consistently with such reduced Prevailing DM Capacity but not retrospectively) the DM Capacity which it holds at the DM Supply Point.”

paragraph 5.2.7 shall not apply.

paragraph 5.2.8 shall not apply.

3 **Supply Point Offtake Rate**

3.1 For the purposes of this Clause 3 the provisions of paragraph 5.3 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 5.5.4(c) of Section G on the UNC in paragraph 5.3.4 shall be interpreted as a reference to Clause 5.4(c) of this Part CII.

the reference to paragraph 5.5.4 of Section G on the UNC in paragraph 5.3.5 shall be interpreted as a reference to Clause 5.4 of this Part CII.

Paragraph 5.3.7 shall not apply.

4 **Absolute Requirement**

4.1 For the purposes of this Clause 4 the provisions of paragraph 5.4 of Section G of the UNC shall apply with the following changes:

the words "provided that in the case of an NTS Supply Point the User's Supply Point Capacity shall be equal to 24 times the Supply Point Offtake Rate" at the end of paragraph 5.4.1 of shall be deleted

the reference to paragraph 5.3.2 (b) of Section G of the UNC in paragraph G5.4.3 shall be interpreted as a reference to paragraph 5.3.2 (b) as incorporated into this Part CII by Clause 3.1.

paragraph 5.4.4 shall not apply.

5 **Other Requirements**

5.1 For the Purposes of this Part C in respect of a DM Supply Point:

(a) the "**Maximum DM Capacity**" is the quantity which the Pipeline Operator 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

(b) the "**Maximum DM Offtake Rate**" is the instantaneous rate of offtake (in kWh/hour) which the Pipeline Operator determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point

in each case consistently with the requirements of Clause 5.

5.2 The "**Provisional Maximum DM Capacity**" in respect of the DM Supply Point of a Supply Point (other than a Proposed Supply Point which is a New Supply Point) is whichever is the lesser of:

(a) 2 times the Prevailing DM Capacity; and

(b) 16 times the DM Offtake Rate or (in the case of a Proposed Supply Point) Nominated DM Offtake Rate.

5.3 Where a Proposing User submits a Supply Point Nomination (a) for a Current Supply Point in which the Nominated DM Capacity exceeds the Provisional Maximum DM Capacity, or the Nominated DM Offtake rate exceeds the DM Offtake Rate for the Existing Supply Point or (b) for a New Supply Point:

(a) a Supply Point Offer will not be made until the CDSP has notified the Pipeline Operator and the Pipeline Operator has assessed whether it is feasible to make available gas for offtake at the Nominated DM Offtake Rate or (in a 24 hour period) in the amount of the Nominated DM Capacity and the Pipeline Operator has notified the CDSP of its assessment;

(b) where the Pipeline Operator determines that the Nominated DM Capacity exceeds the Maximum DM Capacity the DM Capacity specified in the Supply Point Offer will be the Maximum DM Capacity;

(c) where the Pipeline Operator determines that the Nominated DM Offtake Rate exceeds the Maximum DM Offtake Rate, the DM Offtake Rate specified in the Supply Point Offer will be the Maximum DM Offtake Rate.

5.4 Where the Registered User of a DM Supply Point (a) submits a Capacity Revision Application (for an increase) in which the increased DM Capacity exceeds the Provisional Maximum DM Capacity, or the DM Offtake Rate (applied for under Clause 3) exceeds the prevailing DM Offtake Rate or (b) applies for an increased DM Offtake Rate pursuant to Clause 3:

(a) the application will not be approved until the CDSP has notified the Pipeline Operator and the Pipeline Operator has assessed whether it is feasible to make available gas for offtake at the proposed DM Offtake Rate or (in a 24 hour period) in the amount of the proposed DM Capacity and the Pipeline Operator has notified the CDSP of its assessment;

(b) where the Pipeline Operator determines that the increased DM Capacity applied for exceeds the Maximum DM Capacity, the application will be approved (if otherwise approved under this Part CII) for the Maximum DM Capacity;

(c) where the Pipeline Operator determines that the proposed DM Offtake Rate exceeds the Maximum DM Offtake Rate, the application will be approved (if otherwise approved under this Part CII where relevant) for the Maximum DM Offtake Rate.

5.5 If for any reason on any Day (other than a Day in the months of June to September inclusive) the quantity of gas offtaken by a Pipeline User from the Pipeline at a Firm DM Supply Point exceeds the Pipeline User's Registered DM Capacity such Pipeline User shall be deemed to have applied for an increase in its Registered DM Capacity pursuant to Clause 1 in an amount subject to Clause 5.6 equal to the sum of its Registered DM Capacity and the amount (**"Capacity Ratchet Amount"**) by which the aggregate quantity offtaken on such Day at all the DM Supply Meter Points in the DM Supply Point exceeds the Pipeline User's Registered DM Capacity.

5.6 Where, following a deemed application for an increase in capacity pursuant to Clause 5.5 the sum of the Capacity Ratchet Amount and the Pipeline User's Registered DM Capacity (the **"Ratcheted DM Capacity"**) would exceed the Provisional Maximum DM Capacity the CDSP will inform the Pipeline Operator:

(a) with effect from the following Day, and until the Pipeline Operator 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 DM Capacity shall be equal to the Provisional Maximum DM Capacity;

(b) with effect from the time at which the Pipeline Operator has assessed such feasibility and notified the CDSP, the Ratcheted DM Capacity shall be equal to the lesser of:

(i) the Maximum DM Capacity; and

(ii) the sum of the Pipeline User's Registered DM Capacity (immediately before the occurrence of the circumstances in Clause 5.5) and the Capacity Ratchet Amount;

(c) the CDSP on behalf of the Pipeline Operator will inform the Registered User of the Ratcheted DM Capacity determined under paragraph (b) as soon as reasonably practicable after assessing such feasibility.

5.7 Unless the Pipeline Operator's Network Code provides otherwise, in the circumstances in Clause 5.5, the Pipeline User shall pay a charge (the **"Supply Point Ratchet Charge"**) in respect of the Capacity Ratchet Amount in accordance with Clause 5.9.

5.8 Unless the Pipeline User's Registered DM Capacity is increased other than pursuant to the deemed application made pursuant to Clause 5.5 until the last Day of the calendar month in which the circumstances in Clause 5.5 occurred, the Transportation Charges payable in respect of the Supply Point shall be determined on the basis of the Pipeline User's Registered DM Capacity on the Day on which the circumstances in Clause 5.5 occurred (and not on the basis of the Ratcheted DM Capacity).

5.9 The Supply Point Ratchet Charge shall be calculated as the Capacity Ratchet Amount multiplied by the sum of:

(a) 2 times the Applicable Annual Rate of the charge for Pipeline Capacity; and

(b) 2 times the Applicable Annual Rate of the Capacity Variable Component of the Customer Charge;

the rate in each case being determined by reference to the sum of the Capacity Ratchet Amount and the Pipeline User's Registered DM Capacity at the DM Supply Point and the Registered Offtake Capacity at any NDM Supply Point on the Day on which circumstances in Clause 5.5 occurred.

5.10 The Supply Point Ratchet Charge will be invoiced and payable in accordance with Part G.

6 **Maximum NDM Offtake Rate**

6.1 For the purposes of this Clause 6 the provisions of paragraph 5.6 of Section G of the UNC shall apply.

## PART CIII – INTERRUPTIBLE SUPPLY POINTS

### 1 Designation of Interruptible Supply Points

1.1 For the purposes of the UNC, the CSEP is treated as comprising a Firm CSEP and an Interruptible CSEP. To secure Interruption at the Interruptible CSEP the Large Transporter will require from time to time pursuant to the terms of the LDZ CSEP Ancillary Agreement, that the supply of gas to Interruptible Supply Points is interrupted.

1.2 Each Pipeline User acknowledges that in respect of a Proposed Interruptible Supply Point or a Interruptible Supply Point that it will or may be necessary for the Pipeline Operator to provide to and obtain from the Large Transporter certain information in respect of and take certain action in relation to the isolation or disconnection of (as required by the terms of the IGTAD) the Proposed Interruptible Supply Point or Interruptible Supply Point in order to comply with the terms of the IGTAD. Accordingly each Pipeline User agrees that (notwithstanding Part K23) the Pipeline Operator may provide to and obtain from the Large Transporter any such information and take any such action.

1.3 A Supply Point may only be designated as an Interruptible Supply Point or redesignated as a Firm Supply Point with effect from a Day to the extent that it would be eligible to be so designated or redesignated with effect from such Day pursuant to the terms of the UNC provided always that a Supply Point may not be designated or redesignated as a Firm Supply Point if:

(a) there is insufficient firm capacity on the Large Transporter System at the Firm CSEP and/or

(b) the Pipeline Operator determines that it would not 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 DM 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 DM Capacity which the Pipeline User would (pursuant to Part CII) hold upon its redesignation as Firm.

1.4 By designating a Supply Point as Interruptible or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point and by not redesignating an Interruptible Supply Point as Firm, the Registered User represents to the Pipeline Operator that, or where the Registered User is not the Supplier that the Supplier has represented to the Registered User that the requirement in Clause 1.5 will be complied with.

1.5 The requirement referred to in Clause 1.4 is that the contract or contracts of supply to the Consumer in force at the date of designation or redesignation or at the Supply Point Registration Date oblige the Consumer to give effect to Interruption (including in the case where Interruption is notified by the Large Transporter directly to the Consumer).

1.6 Without prejudice to Clause 1.5, a Supply Point which includes an NDM Supply Point Component may subject to the requirements of the Code be designated as Interruptible.

### 2 Requirements as to Interruptible Supply Points

2.1 Where a Pipeline User is to become the Registered User of one or more Interruptible Supply Points the Pipeline User shall promptly provide to the Pipeline Operator copies of the details provided to the Large Transporter as referred to in Section G 6.6.1, G6.6.2 and G6.6.3 of the UNC.

2.2 The Registered User of an Interruptible Supply Point shall promptly on receiving from the Large Transporter notice of:

(a) designation or withdrawal of designation of an Interruptible Supply Point as TNI;

(b) designation or withdrawal of designation of an Interruptible Supply Point as an NSL;

(c) notice requiring Interruption of an Interruptible Supply Point;

provide a copy of such notice to the Pipeline Operator.

3 **Further Provisions in respect of Interruptible Supply Points**

3.1 Each Pipeline User:

(a) acknowledges that Interruption of an Interruptible Supply Point is a requirement of the Large Transporter in respect of the Large Transporter System,

(b) acknowledges that Transportation Charges on the Pipeline may not be determined by reference to whether a Supply Point is Firm or Interruptible.

(c) acknowledges that a failure to interrupt an Interruptible Supply Point of which it is the Registered User may result in the Large Transporter pursuant to the terms of the LDZ CSEP Ancillary Agreement levying certain charges on a CSEP User;

(d) acknowledges that the determination of whether an Interruptible Supply Point has interrupted or not is a matter for the Pipeline User and the Large Transporter and not the Pipeline Operator;

(e) agrees that the Pipeline Operator shall have no liability as a result of:

(i) an Interruptible Supply Point being interrupted by the Large Transporter;

(ii) any failure of the Interruptible Supply Point to interrupt;

(iii) any disconnection or Isolation of the Supply Meter Points comprised in an Interruptible Supply Point as a result of such Interruptible Supply Point having failed to interrupt pursuant to an Interruption Notice from the Large Transporter

(iv) any failure by the Pipeline Operator to secure at the request of the Large Transporter the disconnection or Isolation of an Interruptible Supply Point;

(f) shall in respect of an Interruptible Supply Point of which it is the Registered User secure for the Pipeline Operator such access to the Supply Point Premises as the Pipeline Operator may require for the purposes of securing disconnection or Isolation of each Supply Meter Point comprised in an Interruptible Supply Point as a result of a failure by the Interruptible Supply Point to interrupt and shall indemnify and keep indemnified the Pipeline Operator from and against all costs expenses charges and liabilities incurred by the Pipeline Operator as a result of the Pipeline Operator securing such disconnection or Isolation;

(g) agrees that the Pipeline Operator shall be entitled to act on a request from the Large Transporter to disconnect or Isolate an Interruptible Supply Point and shall be entitled to assume that such request has been validly made and shall not be bound to first consult with the Registered User of such Supply Point.

3.2 For the purposes of the Code:

(a) a Supply Point is "**Interruptible**" where the offtake of gas from the Pipeline at the Supply Point is subject to Interruption 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) "**TNI**" and "**NSL**" shall have the meaning ascribed thereto in the UNC;

(e) "**Interruption**" at a Supply Point means interruption on the Large Transporter's instruction of the offtake of gas from the CSEP and accordingly from the Pipeline at each Supply Meter Point comprised in the Supply Point and references to a Supply Point being Interrupted shall be construed accordingly.

## PART C IV - SUPPLY POINT WITHDRAWAL AND ISOLATION

1 **Supply Point Withdrawal**

1.1 For the purposes of this Clause 1 the provisions of paragraph 3.1 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 2.8.7 (b) of Section G of the UNC in paragraph G3.1.1 (a) shall be interpreted as a reference to paragraph 2.8.7(b) as incorporated into Part CI by Clause 15.1 of Part CI.

the words "and the CDSP will, if the Supply Point Withdrawal is in respect of a Supply Point which has a DM Supply Point, notify the Large Transporter accordingly." shall be added to the end of Clause 3.1.3.

the reference to paragraph 2.10.1 of Section G of the UNC in paragraph G 3.1.3 shall be interpreted as a reference to paragraph 2.10.1 as incorporated into Part CI Clause 17.1 of Part CI.

Paragraph 3.1.5 shall not apply

2 **Effect of withdrawal**

2.1 For the purposes of this Clause 2 the provisions of paragraph 3.2.1 to 3.2.3 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 3.4 of Section G of the UNC in paragraph G3.2.1 (b) shall be interpreted as a reference to paragraph 3.4 as incorporated into this Part CIV by Clause 4.1

paragraph 3.2.2 of Section G of the UNC shall be replaced with the following:

> “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 Transportation Charges in respect of the Withdrawing Supply Point ".

3 **Withdrawal: Closing Meter Read**

3.1 For the purposes of this Clause 3 the provisions of paragraph 3.3 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 3.2.1 of Section G of the UNC in paragraph G3.3.1 shall be interpreted as a reference to paragraph 3.2.1 as incorporated into this Part CIV Clause 2.

the reference to paragraph 5.13.3 of Section M of the UNC in paragraph G3.3.2 shall be interpreted as a reference to paragraph 5.13.4 as incorporated into Part E Clause 14 of Part E.

the words "(and the Reconciliation Values determined accordingly)" shall be deleted from paragraph 3.3.2.

4 **Isolation: General**

4.1 For the purposes of this Clause 4 the provisions of paragraph 3.4 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 3.8 of Section G of the UNC in paragraph 3.4.1 shall be interpreted as a reference to Clause 8 of this Part CIV

the reference to paragraph 3.5.4 of Section G of the UNC in paragraph G3.4.1 (a) shall be interpreted as a reference to paragraph 3.5.4 as incorporated into this Part CIV by Clause 5.1

the reference to Section H2 of the UNC in paragraph 3.4.3 shall be interpreted as a reference to Section H2 but only to the extent that it applies to the calculation of NDM Supply Meter Point Demand pursuant to Part F.

4.2 For the avoidance of doubt, isolation of a Supply Meter Point for the purposes of enabling Siteworks to be carried out shall not be Isolation.

5 **Isolation Request**

5.1 For the purposes of this Clause 5.1 the provisions of paragraph 3.5 of Section G of the UNC shall apply with the following changes:

paragraph 3.5.4 shall not apply

the reference to paragraph 3.7 of Section G of the UNC in paragraph G3.5.7 shall be interpreted as a reference to paragraph 3.7 as incorporated into this Part CIV by Clause 7.1.

5.2 Where the Pipeline Operator undertakes works at the request of the Registered User to secure that gas cannot be offtaken at a Supply Meter Point, such works shall be carried out under the terms of the Pipeline Operator's siteworks contract for isolations which is in force at the time at which such works are undertaken.

5.3 The Pipeline Operator's Network Code may provide that only the Pipeline Operator may undertake the works referred to in Clause 5.2.

6 **Urgent Cessation of Flow of Gas**

6.1 For the purposes of Clause 6 the provisions of paragraph 3.6 of Section G of the UNC shall apply.

7 **Re-establishment**

7.1 For the purposes of Clause 7, the provisions of paragraph 3.7 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 3.5.3 of Section G of the UNC in paragraph G3.7.1 shall be interpreted as a reference to paragraph 3.5.3 as incorporated in this Part CIV by Clause 5.1

the reference to Section H2 of the UNC in paragraph 3.7.3 shall be interpreted as a reference to Section H2 but only to the extent that it applies to the calculation of NDM Supply Meter Point Demand pursuant to Part F

the words "in accordance with the Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.4(a)

the words "and Energy Balancing Charges" and "and in respect of Energy Balancing Charges for which the Registered User is liable pursuant to paragraph 3.7.4(b) a reconciliation will be carried out in accordance with Section E6" shall be deleted from paragraph 3.7.4(b)

the words "and Energy Balancing Charges" shall be deleted from paragraph 3.7.5(b)(i)

the words "in accordance with the Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.5 (b) (iii)

paragraph 3.7.5(c) shall not apply

the reference to "Capacity Charges and Customer Charges" in paragraph 3.7.5(d)(i) shall be interpreted as a reference to "Transportation Charges"

the words "in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.5(d)(iii)

the words "and Energy Balancing" shall be deleted from paragraph 3.7.7(a)(ii).

the words "in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.8(a)

the words "and Energy Balancing Charges" and "and in respect of Energy Balancing Charges for which the Registered User is liable pursuant to this paragraph 3.7.4(b) an Offtake Reconciliation will be carried out in accordance with Section E6" shall be deleted from paragraph 3.7.8(b)

the words "and Energy Balancing" shall be deleted from paragraph 3.7.9(b)

the words “NTS Exit Commodity Charges, LDZ Commodity Charges and Commodity Variable Component of Customer Charges in paragraph 3.7.10(a) shall be interpreted as a reference to "Transportation Charges"

the words "and Energy Balancing Charges" shall be deleted from paragraph 3.7.10(a)

paragraphs 3.7.10(b) and 3.7.10(c) shall not apply

the words "and Energy Balancing Charges" shall be deleted from paragraph 3.7.12(b)

paragraph 3.7.13(a) shall not apply

the words "in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.13(b)

the words "and Energy Balancing Charges" shall be deleted from paragraph 3.7.14(a)(ii)

the words "in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2)" shall be deleted from paragraph 3.7.16(a)

the words "and Energy Balancing" shall be deleted from paragraph 3.7.16(b)

the words “and in respect of Energy Balancing Charges for which the User is liable pursuant to paragraph 3.7.4(b) an Offtake Reconciliation will be carried out in accordance with Section E6.” shall be deleted from paragraph 3.7.16(b)

the words "and Energy Balancing" shall be deleted from paragraph 3.7.18(a)(ii)

8 **Disablement of Supply**

8.1 If a Supply Meter Point is Isolated and:

(a) the Supply Meter Installation remains physically connected to the Pipeline, the Pipeline User who is the Registered User at the time of such Isolation shall ensure that upon an effective Supply Point Withdrawal such Supply Meter Installation is physically disconnected from the Pipeline within twelve months from the date of such effective Supply Point Withdrawal; and

(b) If the Supply Meter Installation is not physically disconnected within the period specified in paragraph (a) above the Pipeline Operator will (where no supply of gas is required at the Supply Meter Points) take such actions to disable the flow of gas and the Pipeline User who was the Registered User at the time of the effective Supply Point Withdrawal shall pay the Pipeline Operator's costs (as contained in the Transportation Statement) in respect thereof.

## PART CV - NEW SUPPLY METER POINTS AND OTHER SITEWORKS

1 **General**

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 Pipeline Operator at the request of a Pipeline User or other person in connection with the Pipeline 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 Pipeline at an existing Supply Meter Point;

(iii) modifying or replacing any part of the Pipeline located on the Supply Point Premises (but not the Supply Meter Installation at an existing Supply Meter Point);

(c) Siteworks under paragraph (b)(i) may be:

(i) for the construction and/or installation (and connection to the Pipeline) by the Pipeline Operator of service pipe or any part thereof (but not the Supply Meter Installation) ; or

(ii) for the purposes of making a connection to the Pipeline of any service pipe constructed or installed by any other person (but not the new Supply Meter Installation)

(d) Siteworks under paragraph (b) do not include the installation of Transporter Daily Read Equipment.

1.2 In respect of any Siteworks:

(a) the **"Siteworks Applicant"** is the Pipeline User or other person who has requested that the Siteworks be undertaken;

(b) the **"Siteworks Contract"** is the contract between the Pipeline Operator and the Siteworks Applicant under which the Pipeline Operator 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) undertaken by a person other than the Pipeline Operator for the establishment of a New Supply Meter Point on the Pipeline;

(f) **"Meter Fix Date"** is the date that has been notified to the Pipeline Operator, as the date upon which a Supply Meter has been installed at a New Supply Meter Point.

1.3 Where the Siteworks Applicant is a Pipeline 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.

1.4 Where the Siteworks Applicant is not the Registered User of the relevant Supply Meter Point:

(a) nothing in the Code will make the Registered User liable for any payment becoming due under the Siteworks Contract;

(b) the Pipeline Operator will have no liability to the Registered User in respect of any breach of the Siteworks Contract.

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 Pipeline Operator of a Siteworks Contract relating to that Supply Meter Point.

2 **New Supply Meter Points**

2.1 Where the Pipeline Operator:

(a) undertakes Siteworks for the establishment of a New Supply Meter Point, the Pipeline Operator will notify the CDSP of the New Supply Meter Point and the Supply Meter Point Reference Number and the CDSP will enter such information into the Supply Point Register with effect from the date specified in the Siteworks Contract or (if no date is so specified) the date on which the Siteworks is completed;

(b) is notified that the Connections Work is to be or has been undertaken then on or as soon as reasonably practicable after the relevant date (in accordance with Clause 2.2) the Pipeline Operator will notify the CDSP of the New Supply Meter Point and the Supply Meter Point Reference Number and the CDSP will enter such information into the Supply Point Register and will for the purposes of this Part C be treated as a Supply Meter Point.

2.2 For the purposes of Clause 2.1(b) the relevant date is the date upon which the Pipeline Operator has received notice of the:

(a) allocation of a specific Supply Meter Point Reference Number to a New Supply Meter Point; or

(b) completion of the Connections Work from the person who has undertaken the same where received earlier than such allocation notice.

2.3 Subject to Clause 2.9 no person shall be entitled to offtake gas from the Pipeline at a New Supply Meter Point at any time before the First Supply Point Registration Date.

2.4 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.

2.5 Any Pipeline User may, at any time after the time at which a New Supply Meter Point was entered in the Supply Point Register,

(a) submit a Supply Point Nomination and (subject if appropriate to having received a Supply Point Offer and subject to Clause 2.7)

(b) submit a Supply Point Confirmation in respect of a Proposed Supply Point which includes the New Supply Meter Point.

2.6 Not used.

2.7 Where a Pipeline User submits:

(a) a Supply Point Nomination in accordance with Part CI 10 (in respect of Larger Supply Point or a Smaller Supply Point which is a New Supply Point:

(i) the Pipeline User shall provide to the CDSP the Pipeline User's estimate of the quantity which the Pipeline User expects to be offtaken 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 the Proposed Supply Point is a DM Supply Point, the Nominated DM Capacity shall not be less than the Pipeline 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 the Proposed Supply Point is an NDM Supply Point, the Pipeline User shall provide to the CDSP the Pipeline User's estimate of the value of any variable by reference to which any relevant End User Category is in the relevant Gas Year;

(iv) the Pipeline User's estimates under paragraphs (a) (b) and (c) 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 Part CI then an estimate of the quantity expected to be offtaken from the Pipeline at the Supply Meter Point in a 12 month period under seasonal normal conditions shall be

(i) as reasonably estimated by the Pipeline Operator and otherwise shall be

(ii) deemed to have been provided by the Pipeline User which shall be determined in accordance with the CSEP NExA Tables and shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point.

2.8 Where at any time prior to the Supply Point Registration Date, the Pipeline 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 Pipeline User's estimate of the correct quantity, then the Pipeline User shall promptly (and in any event before the Supply Point Registration Date) notify the Pipeline Operator of the same together with its estimate of the correct Annual Quantity.

2.9 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:

(aa) the Meter Fix Date, where such Proposing User is the person that has submitted a Meter Fix Reading

(bb) the date such Supply Point Confirmation is submitted, where such Proposing User is not the person who has submitted the Meter Fix Reading

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 Pipeline at such New Supply Meter Point.

(c) The quantity of gas (if any) so offtaken on any Day will be counted as a quantity of gas offtaken by the Proposing User for the purposes of the Code (and in particular the Proposing User will be liable to pay any Transportation Charges in relation thereto).

(d) Where any Supply Point Confirmation (including any subsequent Supply Point Confirmation) has been rejected by the CDSP, 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.

## 3 Undertaking Siteworks

3.1 The Pipeline Operator 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.

3.2 Where the Pipeline Operator 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 Pipeline Operator will, unless the Siteworks Applicant has requested the Pipeline Operator not to do so, notify the Registered User of the Siteworks where practicable before and in any event promptly upon completing such Siteworks.

## 4 Pipeline Design Maximum Volume

4.1 Pipeline Users acknowledge that the Pipeline has not been designed to convey more gas than a particular maximum volume ("the **Pipeline Design Maximum Volume**").

4.2 Nothing in the Code shall require the Pipeline Operator to agree to the connection of any New Supply Meter Point which would be such as to increase the Aggregate Pipeline Capacity to exceed the Pipeline Design Maximum Volume.

4.3 For the purposes of the Code **"Aggregate Pipeline Capacity"**: is the sum of the amounts of the Pipeline Capacity determined as held by all Pipeline Users at the Connection Point in accordance with Part B.

## PART D - SUPPLY METER INSTALLATION

1 **Introduction**

1.1 This Part D sets out requirements in respect of the installation of meters and other equipment at Supply Meter Points.

1.2 For the purposes of the Code, in relation to a Supply Meter Point:

(a) the **"Supply Meter Installation"** is the meter and associated equipment and installations installed or to be installed at a Consumer's premises, which consists of the regulator, filters, valves, seals, mountings and associated pipework between the ECV and the Supply Meter. The Supply Meter Installation ends at the outlet port of the Supply Meter. A Supply Meter Installation includes any convertor (where installed pursuant to the Gas (Calculation of Thermal Energy) Regulations 1996) and Transporter Daily Read Equipment;

(b) the **"Supply Meter"** is the meter comprised in the Supply Meter Installation;

(c) **"Meter Installation Works"** means one or more of either the installation, testing, maintenance, repair, exchange or replacement of a Supply Meter Installation or any part thereof (but does not include meter reading). Where required, for either the first installation or the replacement of a Supply Meter, the Meter Installation Works shall include any pipe fittings and up to 1m of pipework required to connect the outlet of the Supply Meter to the Consumer's installation.

(d) a **"Smart Meter"** means:

(a) an energy meter that can both send and receive information using an external electronic communications network; or

(b) an energy meter and a device which is associated with or ancillary to that meter and which enables information to be sent to and received by the meter using an external electronic communications network;

and the expression "Smart Metering" is to be read accordingly.

1.3 In this Part D and Part E:

(a) References to the Registered User in the context of a Supply Meter Installation or Supply Meter are to the Registered User of the Supply Meter Point at which it is installed.

(b) **"IGE Meter Recommendation"** means any recommendation or standard from time to time issued or updated by the Institute of Gas Engineers in respect of the nature, type, design, specification or manufacture of any Supply Meter Installation or part thereof (which do not form a part of the Code).

2 **Supply Meter and other equipment**

2.1 The Registered User shall (subject to Clause 3) secure that at each Supply Meter Point (other than a Supply Meter Point which has been Isolated) there is installed, operated, and maintained in proper working order, for registering the volume of gas offtaken from the Pipeline at the Supply Meter Point, a Supply Meter Installation:

(a) complying with the requirements of Clause 2.2, and located at a point in accordance with Clause 2.3; and

(b) including such further equipment (including any convertor) as may be required in accordance with the further provisions of this Part D and Part E.

2.2 The Supply Meter Installation shall be of a type and standard of design and accuracy complying with, and shall be installed in compliance with, the IGE Meter Recommendations, the Gas (Meters) Regulations 1983, the Gas Safety (Installation and Use) Regulations 1998 and any other applicable Legal Requirement, as in force at the date of installation of the Supply Meter Installation, and shall be stamped in accordance with Section 17 of the Act.

2.3 The point at which the Supply Meter Installation is to be installed shall be such point as shall be required by or shall be in accordance with paragraph 5 of the Gas Code and the Gas Safety (Installation and Use) Regulations 1998.

2.4 For the avoidance of doubt, but without prejudice to the requirements of Clause 2.1, the Supply Meter shall be the meter referred to in the Gas Code, and may be provided and owned by a person and/or installed by a person other than the Registered User.

2.5 Nothing in this Part D or Part E prevents the Pipeline User from securing that a Supply Meter Installation conforms to higher standards than are (or provides any function in addition to what is) required pursuant to Clause 2.2.

2.6 As contemplated by the IGE Meter Recommendations, the design and specification of certain Supply Meter Installations (where required to be installed) will need to be agreed with the Pipeline Operator on a case-by-case basis.

2.7 Whenever a Supply Meter Installation is replaced or modified (other than by the Pipeline Operator pursuant to Clause 3) the Registered User shall provide to the Pipeline Operator such information concerning the replacement or modification in accordance with paragraph 4 of Section M of the UNC (as incorporated into Part E by Clause 2 of Part E).

2.8 Pipeline Users acknowledge that the Code does not contain provisions in respect of Sub Deduct Arrangements or Meter By-passes. Accordingly, each Pipeline User:

(a) agrees that in respect of each Supply Point of which it is the Registered User, it will take reasonable steps to ensure that no Sub Deduct Arrangement or Meter By-pass is installed at any such Supply Point without the Pipeline Operator's prior written consent;

(b) acknowledges that if a Sub Deduct Arrangement or Meter By-pass is installed that the Code will require to be modified.

2.9 For the purposes of Clause 2.8:

(a) a **"Sub Deduct Arrangement"** is an arrangement of pipes and meters by which a part of the gas which is conveyed by the Pipeline 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) a **"Meter By-pass"** is an installation by means of which the Consumer may divert the flow of gas so as not to pass through the Supply Meter and thereby secure the continued offtake of gas at the Supply Meter Point, in the event of any failure of part of the Supply Meter Installation which would impede the flow of gas through the meter.

2.10 Where a Smart Meter is installed at a Supply Meter Point or there are changes to the provision or existence of an Advanced Meter at a Supply Meter Point, the provisions of paragraphs 2.1.13 and/or 2.1.14 of Section M of the UNC shall apply.

3 **Provision by the Pipeline Operator**

3.1 This Clause 3 applies where the Pipeline Operator provides or has provided (whether before or after the date of implementation of the Code) the Supply Meter Installation or any part of it.

3.2 Where this Clause 3 applies:

(a) subject to paragraphs (d) and (e) and to Clauses 3.4 and 6.1, the Pipeline Operator will be responsible for securing (at its cost but subject as provided in this paragraph (a)) (on behalf of the Registered User) the installation (in accordance with Clause 2.2), maintenance, repair, exchange and replacement of the Supply Meter Installation or relevant part thereof provided by the Pipeline Operator, within a reasonable time after a request to do so and subject to payment of the charges (if any) in respect of the same provided for in the Transportation Statement or in the Metering Charges Statement;

(b) the Customer Charge payable by the Registered User may include (in accordance with the Transportation Statement) a component in respect of the provision and maintenance of the Supply Meter Installation or relevant part of it provided by the Pipeline Operator (determined, insofar as the Transportation Statement provides for such determination, by reference to the nature of the Supply Meter Installation which is installed) or a separate charge in respect thereof may be provided in the Transportation Statement which shall in such event be payable by the Registered User in addition to the Customer Charge;

(c) the Registered User shall secure that there are made available (without charge to the Pipeline Operator) at the Supply Point Premises:

(i) a suitable site (at a location complying with Clause 2.3) at the Supply Point Premises, and suitable support, protection and security, for the Supply Meter Installation;

(ii) supplies of power, water and drainage as appropriate for the Supply Meter Installation;

(iii) such access, at all reasonable times and in any event between 08:30 and 17:00 hours on any Business Day, to the Supply Point Premises as shall be required to enable the Pipeline Operator to carry out all Meter Installation Works required pursuant to paragraph (a);

(d) the Registered User shall take all reasonable steps to secure that the Supply Meter Installation is not damaged or otherwise mistreated;

(e) ownership of the Supply Meter Installation shall remain with the Pipeline Operator (or any person to whom the Pipeline Operator may transfer ownership); and the Registered User shall take all reasonable steps to secure that any notice to that effect affixed thereto by the Pipeline Operator shall not be removed or defaced;

(f) the Pipeline Operator will ensure that following the carrying out of any Meter Installation Works in respect of a Supply Meter Installation, the Meter Information in respect of that Supply Meter Installation is, where appropriate, updated.

3.3 Nothing in Clause 3.2 requires the Pipeline Operator:

(a) to replace any part of a Supply Meter Installation other than where such replacement is necessary as a result of the failure (including by reason of damage, normal wear or tear or defective design or manufacture) thereof;

(b) to carry out any Meter Installation Works other than for the purposes of maintaining or repairing or (where required under paragraph (a)) replacing a Supply Meter Installation or part thereof provided by the Pipeline Operator;

(c) except in the case of routine maintenance, to carry out any Meter Installation Works until reasonable notice has been given to the Pipeline Operator of the requirement for such works.

3.4 Meter Installation Works carried out by the Pipeline Operator for the purposes of maintaining, repairing or (where required having regard to Clause 3.3(a)) replacing any part of a Supply Meter Installation to which Clause 3 applies will not be Siteworks for the purposes of Part CV.

3.5 Any Meter Installation Works which any person may request the Pipeline Operator to carry out other than as required under Clause 3.2 including:

(a) the provision of a Supply Meter Installation at a Supply Meter Point where the Pipeline Operator was not previously providing the Supply Meter Installation or at a New Supply Meter Point;

(b) the provision of a new Supply Meter Installation at a Supply Meter Point where by reason of a change in the nature or extent of the Consumer's requirements for the supply of gas the existing Supply Meter Installation no longer complies with the requirements of Clause 2.2 and 2.3;

will be Siteworks subject to and in accordance with Part CV.

3.6 Nothing in this Part D prevents the Pipeline Operator from providing at the request of the Consumer or Supplier a Supply Meter Installation which conforms to higher standards than are (or provides any function in addition to what is) required pursuant to Clause 2.2, provided that (unless the Registered User has otherwise agreed) the amount of the Customer Charge or separate charge payable (as described in Clause 3.2(b)) by the Registered User will not thereby be increased.

3.7 Where as a result of any failure or defect any Supply Meter Installation provided by the Pipeline Operator gas cannot be offtaken from the Pipeline at the relevant Supply Meter Point, the Pipeline Operator will not be in breach (by reason thereof) of its obligation to make gas available for offtake from the Pipeline until:

(a) written notice of such failure, defect or requirement has been given to the Pipeline Operator; and

(b) the expiry after such notice of a reasonable period for the Pipeline Operator to carry out the required Meter Installation Works.

## 4 **Interference with meters**

4.1 The Registered User shall take all reasonable steps to ensure that:

(a) no person improperly breaks any seal affixed to any part of the Supply Meter Installation or tampers or otherwise interferes with or damages any Supply Meter Installation;

(b) upon each visit to the Supply Point Premises by any representative of that Pipeline User or the Supplier, or by any person engaged (by that Registered User, the Supplier or the Consumer) to obtain an On-site Meter Read, there is promptly reported to the Pipeline Operator any evidence which is or ought (having regard to the purposes for which such person is visiting the premises) to be apparent to such representative or person of the breaking of any such seal or of any such tampering or interference (including any activated tamper alarm) or otherwise of theft or attempted theft of gas.

5 **Meter clamping**

5.1 Where the customer control valve of a Supply Meter is clamped, whether by the Registered User, Supplier or any other person other than the Pipeline Operator, the Registered User shall so inform the Pipeline Operator promptly upon arranging for or otherwise becoming aware of such clamping.

5.2 Where:

(a) a Supply Meter is clamped in accordance with Clause 5.1;

(b) the Registered User fails to inform the Pipeline Operator of such clamping; and

(c) the Pipeline Operator takes any step under paragraph 18 or 19 of the Gas Code in respect of any report to the effect that gas is not flowing to the Supply Point Premises or to appliances at such premises

the Registered User shall reimburse to the Pipeline Operator the cost and expense incurred by the Pipeline Operator in taking steps referred to in paragraph (c) above.

6 **Prepayment Meters**

6.1 Where Clause 3 applies and the Supply Meter Installation provided by the Pipeline Operator includes a prepayment installation:

(a) the Registered User will be responsible for making arrangements for payment collection (including emptying or replacement of coin or token boxes or arrangements with any issuer of payment tokens or cards), and for remedying faults resulting from the abuse or defective use of the prepayment installation;

(b) any theft or other loss in respect of monies representing payments made into the prepayment facility will be for the Registered User's account and the Pipeline Operator will have no responsibility to the Registered User or Supplier or Consumer therefore.

6.2 Where:

(a) a Supply Meter Installation (whether or not provided by the Pipeline Operator in accordance with Clause 3) includes a prepayment installation;

(b) the Pipeline Operator takes any step under paragraph 18 or 19 of the Gas Code in respect of any report to the effect that gas is not flowing to the Supply Point Premises or to appliances at such premises; and

(c) after taking such steps the Pipeline Operator ascertains that the cause of gas not flowing is the inability of the Consumer to utilise the prepayment installation, overfilling of a coin or token box, use of defective payment tokens or cards, or any fault in or tampering with a prepayment facility

then Clause 6.3 shall apply.

In the circumstances referred to in Clause 6.2:

(a) the Pipeline Operator shall be entitled (without liability to the Registered User) to take any reasonable steps to ensure the restoration of supply to the Consumer through the Supply Meter Installation until the end of the next following Business Day (making such assumption as to the rate of offtake as shall appear to it to be reasonable);

(b) the Registered User shall reimburse to the Pipeline Operator the cost and expense incurred by the Pipeline Operator in taking the steps referred to in Clause 6.2(b) and paragraph (a) above (including the value of any coins, tokens or cards utilised for the purpose in paragraph (a)).

## 7 Updating Meter Information by Pipeline Operator

7.1 Where as a result of any Meter Installation Works undertaken (pursuant to Clause 3 or otherwise) by the Pipeline Operator in relation to a Supply Meter Point, the relevant Meter Information recorded in the Supply Point Register ceases to be accurate, the Pipeline Operator will after completing such works provide to the CDSP details of the amendment and the CDSP will send such details to the Registered User.

7.2 For the purposes of this Clause 7:

(a) references to a Supply Meter Point include a New Supply Meter Point, and accordingly references to a change in Meter Information includes the creation of initial Meter Information;

(b) relevant Meter Information is such Meter Information as is specified in the UK Link Manual;

(c) A Supply Meter Point will not be treated as one in relation to which the Pipeline Operator did not comply with Clause 7.1, where the Pipeline Operator was unable to comply with Clause 7.1 by reason of Force Majeure;

(d) In relation to any Supply Meter Point, any period within which the Pipeline Operator is to comply with Clause 7.1 runs from the Supply Point Systems Business Day after the relevant Meter Installation Works were completed.

7.3 The details referred to in Clause 7.1 shall be referred to as the "Meter Fit Report" and shall be provided by the Pipeline Operator to the CDSP:

(a) in the case where the Meter Installation Works were carried out at a New Supply Meter Point within 5 Supply Point Systems Business Days after the first Supply Point Registration Date following completion of the Meter Installation Works;

(b) in any other case within 5 Supply Point Systems Business Days after completion of the Meter Installation Works.

7.4 If in relation to any Registered User, the Pipeline Operator has not complied with the requirements in Clause 7.3 within 14 Supply Point Systems Business Days after in the case of the Clause 7.3(a) the first Supply Point Registration Date following completion of the Meter Installation Works and in the case of Clause 7.3(b) completion of the Meter Installation Works in respect of a Supply Meter Point, the Registered User will where it identifies the delayed sending of the Meter Fit Report to the CDSP, query with the Pipeline Operator as rejected within 5 Supply Point Systems Business Days of receipt from the CDSP.

7.5 The Pipeline Operator will respond to the Registered User within 10 Supply Point Systems Business Days of receipt of any asset rejected within the Meter Fit Report and will:

(a) provide an actual Meter Reading (at no cost to the Registered User) with a revised Meter Fit Report to the CDSP, the Meter Reading having been obtained no more than 5 Business Days prior to the provision of the Meter Fit Report; and

(b) refund in accordance with Clause 7.6 any Transportation Charges paid from the original date the Supply Meter was installed to the date the revised Meter Fit Report was sent to the CDSP.

7.6 The amount payable by the Pipeline Operator in respect of a Supply Meter Point pursuant to Clause 7.5 shall be paid by the Pipeline Operator to the Registered User within 15 Supply Point Systems Business Days after the date on which the Pipeline Operator has provided the relevant Meter Fit Report to the CDSP.

7.7 The actual Meter Reading provided with the Meter Fit Report to the CDSP pursuant to this Clause 7 shall be treated as the Opening Meter Reading for the Supply Meter Point and any Opening Meter Reading subsequently provided by the Registered User shall be disregarded. If for any reason following the completion of Meter Installation Works undertaken by the Pipeline Operator, the Pipeline Operator does not have an actual Meter Reading in respect of a Supply Meter Point, the Pipeline Operator may provide the CDSP with an estimated Meter Reading and the CDSP will provide such estimated Meter Read to the Registered User (at no cost to the Registered User). This estimated Meter Reading may be based on an actual Meter Reading carried out at the cost of and on behalf of the Pipeline Operator in which case details of such Meter Reading shall also be provided to the Registered User via the CDSP and shall be treated as a Valid Meter Reading for the purposes of Part E. The estimated Meter Reading shall be regarded as the Opening Meter Reading for the relevant Supply Meter Point unless the Registered User is able to provide a more accurate estimate of the Meter Reading in which case the Registered User may substitute such estimate as the Opening Meter Reading for the estimate provided by the CDSP. The provisions of Part E14 shall be read in accordance with the provisions of this Clause 7.7.

## PART E - METER READING

1 **General**

1.1 This Part E sets out the requirements of the Code for obtaining Meter Readings and references the corresponding provisions of Section M of the UNC that are to be read for the purposes of interpreting the parties' respective rights and obligations pertaining to Meter Readings under the Code.

1.2 For the purposes of this Clause 1.2 the provisions of paragraph 5.1 of Section M of the UNC shall apply with the following changes:

paragraph 5.1.1(b)(i) shall not apply

the reference to paragraph 3 of Section H of the UNC in paragraph 5.1.1(b)(ii) shall be interpreted as a reference to Section H3 as incorporated into Part F by Clause 4.1

the reference to paragraphs 5.6 to 5.9 of Section M of the UNC in paragraph 5.1.2 (a) shall be interpreted as a reference to paragraphs 5.6 to 5.9 as incorporated into this Part E by Clauses 7.1, 8.1, 9.1 and 10.1 respectively

the reference to paragraph 5.10 of Section M of the UNC in paragraph 5.1.2(b) shall be interpreted as a reference to paragraph 5.10 as incorporated into this Part E by Clause 11.1

the reference to paragraph 5.12 of Section M of the UNC in paragraph 5.1.2 (c) shall be interpreted as a reference to paragraph 5.12 as incorporated into this Part E by Clause 13.1

the reference to paragraph 5.13 of Section M of the UNC in paragraph 5.1.2(d) shall be interpreted as a reference to paragraph 5.13 as incorporated into this Part E by Clause 14.1

the reference to paragraph 5.14 of Section M of the UNC in paragraph 5.1.2 (e) shall be interpreted as a reference to paragraph 5.14 as incorporated into this Part E by Clause 15.1The references to " paragraph 5" in paragraphs 5.1.4 and 5.1.6 shall be interpreted as references to the applicable provisions of Part E including those elements of paragraph 5 of Section M of the UNC incorporated into this Part E.

the words "and (pursuant to Offtake Reconciliation, where applicable) the Metered Quantity" in paragraph 5.1.7 shall be deleted from paragraph 5.1.7.

2 **Meter Information**

2.1 For the purposes of this Clause 2 the provisions of paragraph 4 of Section M of the UNC shall apply with the following changes:

the references to paragraphs 5.13.2 (b), 5.13.11 and 5.13.12 of Section M of the UNC in paragraph 4.2.10 shall be interpreted as references to paragraphs 5.13.2 (b), 5.13.11 and 5.13.12 as incorporated into this Part E by Clause 14.1.

3 **Validity of Meter Readings**

3.1 For the purposes of this Clause 3 the provisions of paragraph 5.2 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 1.5.2(c) of Section M of the UNC in paragraph 5.2.1(a) shall be interpreted as a reference to paragraph 1.5.2(c) with the following change:

the reference to paragraph 5.13.3 of Section M of the UNC in the definition of "Proposing User Estimate" shall be interpreted as reference to paragraph 5.13.3 as incorporated into this Part E by Clause 14.

the reference to paragraph 5.3 of Section M of the UNC in paragraph M5.2.1(b) shall be interpreted as a reference to paragraph 5.3 as incorporated into this Part E by Clause 4.

the reference to paragraph 5.5.2 of Section M of the UNC in paragraph M5.2.1(d) shall be interpreted as a reference to paragraph 5.5.2 as incorporated into this Part E by Clause 6.1

the reference to paragraph 5.13 of Section M of the UNC in paragraph M5.2.1(e) shall be interpreted as a reference to paragraph 5.13 as incorporated into this Part E by Clause 14.1

the words "any other requirement specified in this Section M" in paragraph 5.2.1(f) of Section M of the UNC shall be interpreted as referring to any other requirement of this Part E including those requirements in Section M of the UNC but only to the extent that they are incorporated into this Part E.

the words "and without prejudice to paragraph 2.4.4(b)" in paragraph 5.2.2 of Section M of the UNC shall be deleted.

4 **Validation of Meter Readings**

4.1 For the purposes of this Clause 4 the provisions of paragraph 5.3 of Section M of the UNC shall apply with the following changes:

the references to "Transporter" in paragraphs 5.3.3 and 5.3.5(a) shall be interpreted as references to the "Large Transporter"

the words "and governed and amended in accordance with Section V12 unless the Authority shall upon application by any User made within one month after such notice, give Condition A11 (18) Disapproval to the Transporters making any amendment in accordance with the provisions of Section V12" shall be deleted from paragraph 5.3.3.

5 **Estimated Reads**

5.1 For the purposes of this Clause 5 the provisions of paragraph 5.4 of Section M of the UNC shall apply.

6 **Provision of Meter Readings**

6.1 For the purposes of this Clause 6 the provisions of paragraph 5.5 of Section M of the UNC shall apply with the following changes:

the reference to "Transporter" in paragraph 5.5.1 of Section M of the UNC shall be interpreted as a reference to the "Large Transporter".

7 **Cyclic Reading: Class 1 Supply Meters**

7.1 For the purposes of this Clause 7.1 the provisions of paragraph 5.6 of Section M of the UNC shall apply with the following changes:

the reference to "Transporter" in paragraph 5.6.1(b) shall be interpreted as a reference to the "Large Transporter"

the reference to paragraph 5.4 of Section M of the UNC in paragraph 5.6.2 shall be interpreted as a reference to paragraph 5.4 as incorporated into this Part E by Clause 5.1

paragraph 5.6.4 of Section M of the UNC shall not apply and shall be replaced by the following:

"The Pipeline Operator and Pipeline User acknowledge that, pursuant to paragraph 8 of Section M of the UNC, the further provisions of paragraph 6 apply in relation to Class 1 Supply Meters as between the Large Transporter and the User".

For a Class 1 Supply Meter Point the CDSP will provide to the Pipeline Operator Daily Meter Readings for the Supply Meter within 5 Business Days after the Large Transporter has provided the same to the CDSP.

8 **Cyclic Reading: Class 2 Supply Meters**

8.1 For the purposes of this Clause 8 the provisions of paragraph 5.7 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 5.4 of Section M of the UNC in paragraph 5.7.2 shall be interpreted as a reference to paragraph 5.4 as incorporated into this Part E by Clause 5.1.

9 **Cyclic Reading: Class 3 Supply Meters**

9.1 For the purposes of this Clause 9 the provisions of paragraph 5.8 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 1.11 of Section G of the UNC in paragraph 5.8.1(b) shall be interpreted as a reference to paragraph 1.11 as incorporated into Part CI by Clause 3.1

paragraph 5.8.6 shall not apply.

10 **Cyclic Reading: Class 4 Supply Meters**

10.1 For the purposes of this Clause 10 the provisions of paragraph 5.9 of Section M of the UNC shall apply with the following changes:

paragraph 5.9.15 shall not apply.

11 **Failure to obtain readings**

11.1 For the purpose of this Clause 11, the provisions of paragraph 5.10 of Section M of the UNC shall apply with the following changes:

paragraphs 5.10.2 (a) and (b) shall be replaced by the following:

(a) the Pipeline Operator will, unless it appears to the Pipeline Operator (in its sole discretion) that the circumstances are such that it would be inappropriate to do so, use reasonable endeavours to obtain a Meter Reading from such Meter;

(b) the Pipeline User shall irrespective of whether the Pipeline User remains the Registered User pay to the Pipeline Operator, by way of reimbursement of its costs, an amount equal to the amount provided for such purpose under the prevailing prices published by the Pipeline Operator together with any costs (including costs of a warrant) incurred by the Pipeline Operator for the purposes of gaining entry to the Supply Point Premises.

the reference to paragraph 4.2.12 of Section M of the UNC in paragraph 5.10.3 (b) shall be interpreted as a reference to paragraph 4.2.12 as incorporated into this Part E by Clause 2.1

paragraph 5.10.7 shall not apply

the references to paragraphs 5.9.7(b) and 5.9.9, 5.9.10, 5.9.11, 5.9.12 of Section M of the UNC in paragraph 5.10.8 shall be interpreted as references to paragraphs 5.9.7(b) and 5.9.9, 5.9.10, 5.9.11, 5.9.12 as incorporated into this Part E by Clause 10.1.

## 12 Class 1 and 2 Supply Meters – Failure to obtain meter readings by Exit Close-out

12.1 For the purposes of this Clause 12 the provisions of paragraph 5.11 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 5.6.2 of Section M of the UNC in paragraph 5.11.1(a) shall be interpreted as a reference to paragraph 5.6.2 as incorporated into this Part E by Clause 7.1

the reference to paragraph 5.7.2 of Section M of the UNC in paragraph 5.11.1(a) shall be interpreted as a reference to paragraph 5.7.2 as incorporated into this Part E by Clause 8.1

the words "the Day shall not be a Ratchet Day (in accordance with Section B4.7)" in paragraph 5.11.2 shall be substituted for the following:

> "the Pipeline User shall not be deemed to have applied for an increase in its Registered DM Capacity under Clause 5.5 of Part CII"

paragraphs 5.11.1(b), 5.11.3, 5.11.4 and 5.11.5 shall not apply.

## 13 Check Reads

13.1 For the purposes of this Clause 13 the provisions of paragraph M5.12 of Section M of the UNC shall apply with the following changes:

the references to "Transporter" in paragraphs 5.12.3 (a), 5.12.4(a), 5.12.5 and 5.12.6 of Section M of the UNC shall be interpreted as references to the "Large Transporter"

the words "the User or Transporter" in paragraph 5.12.8 of Section M of the UNC shall be replaced by the following:

> "the User or Large Transporter".

## 14 Opening Meter Readings

14.1 For the purposes of this Clause 14 the provisions of paragraph 5.13 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 5.8.3 of Section M of the UNC in paragraph 5.13.5 shall be interpreted as a reference to paragraph 5.8.3 as incorporated into this Part E by Clause 9.1

the reference to paragraph 5.7.2 of Section M of the UNC in paragraph 5.13.7 (b) shall be interpreted as a reference to paragraph 5.7.2 as incorporated into this Part E by Clause 8.1

the references to paragraph 5.4.3 of Section M of the UNC in paragraph 5.13.7 (c) shall be interpreted as references to paragraph 5.4.3 as incorporated into this Part E by Clause 5.1

paragraph 5.13.10 of Section M of the UNC shall not apply

the reference to GT Section B2.4.1 in Section M of the UNC in paragraph 5.13.11 (b) shall be interpreted as a reference to GT Section B2.4.1 as incorporated into Part K by Clause 26.1

15 **Other non-cyclic meter reading requirements**

15.1 For the purposes of this Clause 15 the provisions of paragraph 5.14 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 3.5.2(a) (iv) of Section G of the UNC in paragraph M5.14.1 (a) shall be interpreted as a reference to paragraph 3.5.2(a) (iv) as incorporated into Part CIV by Clause 5.1.

the references to paragraph 5.12 and 5.12.1 of Section M of the UNC in paragraph M5.14.2 shall be interpreted as references to paragraphs 5.12 and 5.12.1 as incorporated into this Part E by Clause 13.1.

paragraph 5.14.4 of Section M of the UNC shall not apply.

16 **Daily Read Errors**

16.1 For the purposes of this Clause 16 the provisions of paragraph 5.15 of Section M of the UNC shall apply with the following changes:

the reference to paragraph 5.7 of Section M of the UNC in paragraph 5.15.1(a) shall be interpreted as a reference to paragraph 5.7 as incorporated into this Part E by Clause 8.1

the references to "Transporter" in paragraphs 5.15.1(b), 5.15.2, 5.15.7 and 5.15.8 shall be interpreted as references to the "Large Transporter"

the reference to paragraph 5.3 of Section M of the UNC in paragraph 5.15.2(a) shall be interpreted as a reference to paragraph 5.3 as incorporated into this Part E by Clause 4.1

paragraphs 5.15.3, 5.15.4 and 5.15.5 shall not apply.

17 **Class 1 Supply Meters**

17.1 In respect of a Class 1 Supply Meter **"Daily Meter Readings"** for a Day are Meter Readings obtained by the Large Transporter by means of Transporter Daily Read Equipment for the start and end of the Day.

17.2 The Registered User of a Class 1 Supply Meter Point acknowledges that the Large Transporter is pursuant to the LDZ CSEP Ancillary Agreement responsible for obtaining and providing Valid Meter Readings and for calculating the quantity of gas offtaken at such Supply Meter which quantity so calculated shall be deemed to be the quantity delivered in respect of the Class 1 Supply Meter Point at the CSEP and offtaken at the Class 1 Supply Meter Point.

For a Class 1 Supply Meter point the CDSP will provide to the Pipeline Operator Daily Meter Readings for the Supply Meter within 5 Supply Point Systems Business Days after the Large Transporter has provided the same to the CDSP.

18 **Ownership of Meter Reading Data**

18.1 Part K25 applies in respect of the ownership of data relating to Meter Readings.

18.2 Each Pipeline User shall secure that its arrangements with any Meter Reader are consistent with Part K25 and Clause 17.3 above.

19 **Meter Error**

For the purposes of this Clause 19 the provisions of paragraph 1.10 of Section M of the UNC shall apply.

20 **Consumption Adjustment**

20.1 For the purposes of this Clause 20 the provisions of paragraph 1.9 of Section M of the UNC shall apply with the following changes:

The references to “Transporter” shall be interpreted as a reference to “Large Transporter”.

21 **Updated Meter Readings**

21.1 For the purposes of this Clause 21 the provisions of paragraph 5.16 of Section M of the UNC shall apply:

## Part F - DAILY AND ANNUAL QUANTITIES AND SHRINKAGE

1 **General**

1.1 For the purposes of this Part F the CSEP shall be treated as comprising separately;

(a) a Connected System Exit Point in respect of all the NDM Supply Points (**"NDM CSEP"**);

(b) a Connected System Exit Point in respect of all the DM Supply Points (**"DM CSEP"**).

2 **Demand Determination – DM Supply Points**

2.1 It is acknowledged by Pipeline Users that the Large Transporter will require for the purposes of the UNC that DM Output Nominations be made to it in respect of each DM Supply Point by the relevant CSEP User and that accordingly, the Pipeline Operator shall not have any responsibility to make the same.

2.2 The quantity of gas offtaken at a DM Supply Point in respect of a Day (**"DM Demand"**) shall be determined as the aggregate of the quantities offtaken at each DM Supply Meter Point comprised in that DM Supply Point as determined by the Large Transporter by Daily Meter Readings or estimation. It is acknowledged that the DM Demand as so determined will be used by the Large Transporter for the purposes of the UNC and in particular for determining the UDQOs of CSEP Users in respect of the DM CSEP.

3 **Demand Determination – NDM Supply Points and NDM Sampling**

3.1 The UNC provides (in Section H of the UNC) for the establishment of Demand Models and End User Categories for each Gas Year.

3.2 Pipeline Users acknowledge that it is aware of the consultation process provided for in the UNC in respect of such matters.

3.3 The Pipeline Operator will adopt and apply for each Gas Year the End User Categories (of NDM Supply Point) established by the Large Transporter pursuant to Section H1.9 of the UNC, and will allocate each NDM Supply Meter Point to one of such categories.

3.4 Where a pipeline User is an NDM Sampling Shipper User, such as Pipeline User shall comply with paragraphs 1.6.10 through 1.6.14 of Section H of the UNC.

4 **Determination of NDM Annual Quantities**

4.1 The Pipeline Operator will determine the Annual Quantity ("AQ") for a Supply Meter Point for a Gas Year in accordance with Part CI 6.

5 **Records**

5.1 The Pipeline Operator will maintain records for each NDM Supply Meter Point of the Annual Quantities and values of any other variable (**"a relevant variable"**) by reference to which End User Categories are (in any Gas Year) defined.

5.2 The Pipeline User will provide to the Pipeline Operator any information relating to any relevant variable to enable the Pipeline Operator to comply with Clause 5.1.

6 **Relevant Metered Period**

NOT USED.

7 **NDM Offtake Quantities**

7.1 The quantities nominated for offtake by Pipeline Users each Day from the Large Transporter System at the NDM CSEP, and the quantities determined (after each Day) to have been so offtaken at the NDM CSEP, will be determined on the same basis as is provided for in Sections C, E and H of the UNC.

8 **Calculation by the Pipeline Operator in respect of NDM Supply Points**

NOT USED

9 **NDM Supply Meter Point Demand**

9.1 The Large Transporter will calculate NDM Supply Meter Point Demand in respect of each Supply Point as per Section C of the UNC.

10 **Reconciliation – DM CSEP**

10.1 It is acknowledged that reconciliation in respect of the DM CSEP for the purposes of the UNC will be carried out by the Large Transporter pursuant to the terms of the LDZ CSEP Ancillary Agreement.

11 **Reconciliation – NDM CSEP**

11.1 It is acknowledged that for the purposes of the UNC, the Large Transporter will determine Supply Point Reconciliation Quantities. Reconciliation in respect of Supply Points will be determined by the Large Transporter pursuant to the terms of the UNC.

11.2 Notwithstanding the fact that the Large Transporter may require Supply Point Reconciliation under the UNC, the Pipeline Operator shall not be required to make any adjustment to any Invoice Amount as a result thereof unless the Pipeline Operator agrees that without such adjustment, the Pipeline User would make or would have made a payment which is materially more or less than that which would be or have been required if Supply Point Reconciliation were to be taken into account.

12 **Pipeline shrinkage**

12.1 For the purposes of this Code:

(a) **"Pipeline Shrinkage"**: means gas offtaken from the Large Transporter System at the CSEP which is lost from or unaccounted for as offtaken from the Pipeline, including gas lost or unaccounted for by reason of leakage, theft, meter error and meter correction.

(b) **"Pipeline Shrinkage Factor"**: is a factor calculated (as an average for all Days in the Gas Year), for any quantity to be offtaken from the Large Transporter System at the CSEP, as the sum of such quantity and the Pipeline Shrinkage attributable thereto divided by such quantity.

13 **Calculation of Pipeline Shrinkage Factor**

13.1 Not later than 1st August in each Gas Year the Pipeline Operator shall:

(a) in good faith and as accurately as is reasonably practicable:

(i) assess whether the Pipeline Shrinkage Factor will in the current Gas Year have accurately reflected Pipeline Shrinkage; and

(ii) estimate (in accordance with Clause 13.2) the value of the Pipeline Shrinkage Factor to apply in the following and in each Gas Year;

(b) provide to the Large Transporter such estimated value and assessment and details (sufficient to enable the Large Transporter to verify the same) of the basis on which such value was estimated and assessment was made.

13.2 The value of the Pipeline Shrinkage Factor to apply in a particular Gas Year shall be established so as to take account of the extent by which (in accordance with Clause 13.1(a)(i) it is assessed that Pipeline Shrinkage in the preceding year will be over or under-estimated.

13.3 Each Pipeline User acknowledges that the Pipeline Shrinkage Factor in respect of the First Gas Year is as set out in the IGTAD.

13.4 Each Pipeline User shall provide to the Pipeline Operator in a timely manner all relevant information in order to help the Pipeline Operator to comply with its obligations under clause 13.1(a).

13.5 The Pipeline Operator shall negotiate in good faith with the Large Transporter in respect of the determination of the Pipeline Shrinkage Factor, and shall use (as far as is reasonably practicable) the information provided to the Pipeline Operator by Pipeline Users in accordance with Clause 13.4.

## PART G - PIPELINE TRANSPORTATION CHARGES, INVOICING, PAYMENT AND CODE CREDIT

### 1 Transportation Charges

1.1 For the purposes of the Code:

(a) **"Transportation Charges"** are charges payable by a Pipeline User in respect of a transportation arrangement under the Code, and (subject to Clause 1.3) are those charges identifiable as such in the Transportation Statement; and

(b) the **"Transportation Statement"** is the prevailing statement furnished by the Pipeline Operator to the Authority pursuant to the terms of the Pipeline Operator's Licence.

1.2 Where any element of a Transportation Charge is payable by a Pipeline User pursuant to a contract other than one made upon the terms of the Code, such element shall not in addition be payable under the Code.

1.3 The further provisions of the Code set out the basis on which Transportation Charges are payable by Pipeline Users; provided that (subject to Clause 2.2) where:

(a) the prevailing Transportation Statement provides for any charge which is not provided for in the Code; and

(b) the amount payable by way of such charge in any case is capable of being determined by reference to the provisions of the Code prevailing at the time

such charge shall be a Transportation Charge and shall be payable by Pipeline Users or Pipeline Users of such class in accordance with the relevant provisions of the Transportation Statement and further provided that for the avoidance of doubt, Transportation Charges are determined by

(a) reference to the methodologies referred to in; or

(b) as otherwise determined by

the Pipeline Operator's Licence.

1.4 For the avoidance of doubt Clause 1.3(b) shall not be taken as requiring that the Code should provide for the determination or (other than by virtue of Clause 7.8) payment of any such charge as is therein referred to.

1.5 The basis on which the Pipeline Operator will reduce any Transportation Charges pursuant to paragraph 5 of Standard Condition 7 of the Pipeline Operator's Licence is not contained in the Code; and nothing contained in the Code shall be taken to prevent the Pipeline Operator from reducing such charges in accordance with that Standard Condition.

### 2 Rates and amount of Transportation Charges

2.1 Subject to Clause 2.2 to 2.4, the amount or rate of any Transportation Charge payable at any time by a Pipeline User shall be determined in accordance with the Transportation Statement in force at the time such Transportation Charge accrues (irrespective of when it is due for payment); and accordingly the rate of the Transportation Charges payable by a Pipeline User may vary during the period for which the Pipeline User holds any Capacity or is the Registered User of any Supply Point.

2.2 The Pipeline Operator agrees that except where any other provision of the Pipeline Operator's Licence requires notice of a shorter period to be given each notice given by it to the Authority pursuant to paragraph 2(b) of Standard Condition 4 of the Pipeline Operator's Licence will be given, and published in accordance with paragraph 2(a) of Standard Condition 4 thereof, not less than 60 Days before the date on which its proposals therein referred to are (pursuant to a revised Transportation Statement) to be implemented, except where any other provision of the Pipeline Operator's Licence requires notice of a shorter period to be given.

2.3 In accordance with paragraph 4 of Standard Condition 4 of the Pipeline Operator's Licence, the amount or rate of any Transportation Charge may with the approval of the Authority differ from what is provided for in the Transportation Statement.

2.4 In respect of any Transportation Charge in respect of a point on the Pipeline:

(a) in the case of a Transportation Charge in respect of an amount of Capacity, the **"Applicable Daily Rate"** is the daily rate of such charge, in pence per kWh/Day of Capacity; and the **"Applicable Annual Rate"** is 365 times the Applicable Daily Rate;

(b) in the case of a Transportation Charge which is determined by reference to a quantity of gas flow or gas offtaken, the **"Applicable Commodity Rate"** is the rate of such charge, in pence per kWh of gas flow;

in each case in accordance with Clause 2.1 to 2.3, and (where any such rate varies according to the time of year) as applicable from time to time.

2.5 Subject to Clause 2.3, where the prevailing Transportation Statement does not provide for the determination of any particular Transportation Charge in any particular case, the rate of such Transportation Charge shall be deemed to be zero.

## 3 Invoicing

3.1 The amounts payable by Pipeline Users to the Pipeline Operator and by the Pipeline Operator to Pipeline Users in accordance with the Code will be invoiced and payable in accordance with this Part G.

3.2 The Pipeline Operator will submit to each Pipeline User Invoice Documents in respect of each Billing Period in accordance with this Part G. For IGT Transportation Charges Invoices the Pipeline Operators will use the IGT Transportation Invoice Charges Template.

3.3 For the purposes of this Part G:

(a) subject to Clause 3.4, a **"Billing Period"** is a calendar month;

(b) a **"Billing Day"** is a Day in a Billing Period;

(c) an **"Invoice Document"** is an invoice document submitted by the Pipeline Operator to a Pipeline User pursuant to this Part G;

(d) an **"Invoice Item"** is an item (in respect of all charges of a particular kind) shown as payable by the Pipeline Operator or by a Pipeline User in an Invoice Document;

(e) the **"Invoice Amount"** in relation to an Invoice Item is the amount shown as payable by the Pipeline User or the Pipeline Operator in respect of that item under the relevant Invoice Document.

(f) an "**IGT Transportation Charges Invoice**" is an invoice submitted by the Pipeline Operator to a Pipeline User pursuant to this Part G.

(g) the "**IGT Transportation Invoice Charges Template**" is the IGT UNC Ancillary Document 'RPC Invoice Template'.

3.4 A reference to a Billing Period in the context of an Invoice Document containing an adjustment pursuant to Clause 8 or interest payable pursuant to the provisions of this Part G is to the period from the date of accrual of the first to that of the last accruing amount contained in such Invoice Document.

4 **Invoice Document**

4.1 Each Invoice Document will specify:

(a) the identity of the Pipeline User;

(b) the Billing Period to which the Invoice Document (other than as respects any Invoice Credit) relates;

(c) in respect of each Invoice Item, the Invoice Amount;

(d) a unique number by which the Invoice Document may be identified, and a reference number for each Invoice Item;

(e) the amount of Value Added Tax (if any) payable in respect of each Invoice Item and any further details required pursuant to the Value Added Tax Regulations 1995;

(f) the current date; and

(g) the Invoice Due Date.

4.2 Adjustments by way of credit (**"Invoice Credit"**) in respect of an Invoice Amount will unless the Pipeline Operator's Network Code provides otherwise be contained in separate Invoice Documents.

4.3 An Invoice Document which contains an Invoice Credit will also identify the Invoice Document and Invoice Item to which the Invoice Credit relates and the amount of Invoice Credit.

4.4 An Invoice Document shall take effect as a separate invoice in respect of each Invoice Item, but without prejudice to Clause 16.

4.5 Unless the Pipeline Operator's Network Code provides otherwise, (in which case the Invoice Remittance Advice will be provided and completed by the Pipeline User, each Invoice Document will be accompanied by a remittance advice (**"Invoice Remittance Advice"**) to be completed by the Pipeline User.

4.6 Where the Pipeline Operator's Network Code so provides, the Pipeline Operator will submit Invoice Documents to Pipeline Users by System Communication in the form and the manner described in the Manual and subject to Clause 4.7 will be accompanied by the supporting data specified in respect of each item in the Manual (the supporting data in respect of any such System Communication comprising all data contained therein other than that described in Clause 4.1).

4.7 An Invoice Document submitted pursuant to Clause 4.6 will not be invalid solely by reason of its not being accompanied by any particular item of supporting data but (in accordance with Clause 17(c)(i), the specificity of any Invoice Query will depend on the extent to which such data was provided.

4.8 Where Clause 4.6 does not apply, Invoice Documents will be submitted in the manner and format determined by the Pipeline Operator.

4.9 Subject to PART CI paragraph 7.1 and PART CV paragraphs 2.3 and 2.9 and PART G paragraphs 9.1 and 9.2, where an invoice is issued to a Pipeline User that relates to use of a Pipeline for the period commencing on or after the Project Nexus Implementation Date the IGT UNC Operator must ensure that any Transportation Charges for a Supply Meter Point are only included in the invoice where the Supply Meter Point is recorded in the name of that elected Pipeline User by the Pipeline Operator Agency for the entire period to which the Transportation Charges relate.

4.10 Subject to PART CI paragraph 7.1 and PART CV paragraphs 2.3 and 2.9 and PART G paragraphs 9.1 and 9.2, where a Supply Meter Point is recorded in the name of an elected Pipeline User by the Pipeline Operator Agency for the entire period to which the Transportation Charges relate then that Pipeline User is liable to pay such Transportation Charges.

5 **Invoice Timing**

5.1 The Pipeline Operator shall render to the Pipeline User by no later than the 5th Business Day after each Billing Period an Invoice Document in respect of that Billing Period.

5.2 No delay by the Pipeline Operator in submitting an Invoice Document shall prejudice the liability (once such an Invoice Document has been submitted) of the Pipeline Operator or the Pipeline User for the amounts shown subject thereto.

6 **Value Added Tax**

All amounts expressed as payable by a Pipeline User or the Pipeline Operator pursuant to the Code, and whether the amount thereof is set out in the Code or determined by reference to the Transportation Statement or Metering Charges Statement or otherwise, are exclusive (unless expressly otherwise stated) of any applicable Value Added Tax (and accordingly Value Added Tax shall be paid by the paying party where payable in respect of any such amount).

7 **Termination and Insolvency**

7.1 The Pipeline Operator may at any time (whether before or after the User Discontinuance Date) after submitting to a Pipeline User a Termination Notice under Part K submit to that Pipeline User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Pipeline Operator submits such Invoice Document.

7.2 Where the Pipeline Operator has submitted a Termination Notice to a Pipeline User, all amounts payable by that Pipeline User to the Pipeline Operator or by the Pipeline Operator to the Pipeline User (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the Termination Notice) shall be immediately payable notwithstanding Clause 10.

7.3 Notwithstanding Clause 5, the Pipeline Operator may, at any time on or following the occurrence of any of the events set out in Part K7.1(c) in relation to any Pipeline User, submit to that Pipeline User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Pipeline Operator submits such Invoice Document.

7.4 In relation to a Pipeline User, on the occurrence of any of the events set out in Part K7.1(c), all amounts payable to the Pipeline Operator (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the occurrence of any of the events set out in Part K7.1(c)) shall be immediately payable notwithstanding Clause 10.

8 **Invoice adjustment**

8.1 Subject to Clause 8.3 where it appears to the Pipeline Operator that any Invoice Amount has been incorrectly stated in an Invoice Document, the Invoice Amount will be adjusted.

8.2 An adjustment (by way of debit) representing an increase in an Invoice Amount shall be a new Invoice Amount in respect of which the Invoice Due Date will be the Invoice Due Date of the relevant Invoice Document.

8.3 In the absence of fraud, after the expiry of 18 months (or any other period agreed between the Pipeline Operator and the Pipeline User) after the Invoice Due Date (in accordance with Clause 10.1) in respect of any Invoice Document:

(a) no adjustment may be made to an Invoice Amount under that Invoice Document, other than:

(i) an adjustment of which the Pipeline Operator has given notice to the Pipeline User; or

(ii) an adjustment pursuant to an Invoice Query raised by a Pipeline User (in accordance with Clause 16)

before the expiry of such period;

(b) no Invoice Query may be raised in respect of the Invoice Document; and

(c) the Invoice Document shall (subject to any adjustments already made and any permitted under paragraph (a)) be deemed to be final and conclusive as to the amounts shown as payable thereunder.

9 **Contingencies**

**9.1 Estimated invoicing**

9.1.1 Subject to paragraph 9.1.4, in the event that, as a result of a System Failure under 21.2(c)(i), the Pipeline Operator is unable to produce or submit any Invoice Documents within 7 Days after the expected date (in accordance with paragraph 5) of submissions thereof;

(a) The Pipeline Operator may prepare and submit an Invoice Document containing estimated Invoice Amount(s);

(b) Such an Invoice Document will be a valid Invoice Document; and

(c) Supporting data will be provided with the Invoice Document together with an explanation of the basis of estimation.

9.1.2 Where the Pipeline User believes that the Pipeline Operator's estimate or basis of estimation is materially inaccurate, the Pipeline User shall as soon as reasonably practicable after receiving the Invoice Document (and in any event before the Invoice Due Date) contact the Pipeline Operator and discuss the estimate or basis of estimation with a view to agreeing upon a more accurate estimate of the amount which is payable, which amount (if so agreed) shall be the amount payable by the Pipeline User in respect of the Invoice Document issued in accordance with paragraph 9.1, but without prejudice to paragraph 8.1 or 18.

9.1.3 Where (following discussion under paragraph 9.1.2) the Pipeline User raises an Invoice Query under paragraph 17.1:

(a) paragraph 17.1 (c)(i) shall apply on the basis of the detail provided of the basis of estimation; and

(b) for the purposes of paragraph 17.1 (c)(ii), the Pipeline User shall specify the amount by which the Pipeline User reasonably believes the Pipeline Operator's estimate to be under- or over-stated.

9.1.4 Except with the agreement of a Pipeline User, the Pipeline Operator may not on the occurrence of any System Failure described by paragraph 21.2(c)(i) submit Invoice Documents containing estimated Invoice Amounts under this paragraph 9.1 in respect of consecutive Billing Periods.

9.1.5 For the avoidance of doubt paragraph 9.1.4 shall not apply in respect of an event described by paragraph 21.2(c)(ii).

### 9.2 Contingency Invoicing

9.2.1 In the event of any System Failure under paragraph 21.2(c)(ii), that has occurred at any time during the current, or a previous Billing Period, but that has not yet been rectified before Actual Invoicing takes place, the Pipeline Operator will invoke Contingency Invoicing provisions, as set out in this section 9.2.

9.2.2 "**Actual Invoicing**" is the process of generating and submitting Invoice Documents to Pipeline Users using data updates provided by the CDSP to the Pipeline Operator. For the avoidance of doubt, Actual Invoicing is the business as usual process for creating and submitting Invoice Documents as set out in paragraphs 3 and 4 of this Part G.

9.2.3 "**Contingency Invoicing**" is the process of generating and submitting Invoice Documents where Actual Invoicing cannot be undertaken due to any occurrence of System Failure under paragraph 21.2(c)(ii) that has not been rectified within a single billing period, and therefore inhibits the ability of the Pipeline Operator to produce Invoice Documents using actual data updates. Any Invoice Documents produced under the Contingency Invoice process will be known as "Contingency Invoices", or "Contingency Invoice Documents" and take the same meaning as within this definition.

9.2.4 The Pipeline Operator must, at all times during the Contingency Invoicing process, follow the process as described in this paragraph 9.2.4;

(a) The amount payable on the Contingency Invoice will be the same as the amount paid on the last actual Invoice Document issued by the Pipeline Operator and subsequently paid by the Pipeline User, before System Failure, plus any New Supply Points with a Supply Point Registration Date that falls within the period covered by the Contingency Invoice, if included.

(b) Where the Pipeline Operator identifies that Actual Invoicing is not possible, and in any case prior to the Contingency Invoice being presented to the Pipeline User, the Pipeline Operator will issue an email notification to the Pipeline User advising them accordingly. The email notification will include:

i. The reason for invoking Contingency Invoicing processes,

ii. Confirmation that the System Failure is in line with paragraph 21.2(c)(ii),

iii. That the appropriate System Failure has been escalated to the CDSP, and has been confirmed as a P1, P2, or P3 incident in accordance with the UK Link Manual, along with date of escalation and date of confirmation that the System Failure was confirmed to be a P1, P2, or P3 incident by the CDSP,

iv. The CDSP issued incident number,

v. The expected date of System Failure fix, if known,

vi. The Billing Period and Invoice Document number that the Contingency Invoice Document refers to; and,

vii. Confirmation that New Supply Points will or will not be included in the Contingency Invoice.

(c) Where the System Failure is so recent that the CDSP has not yet categorised the incident as meeting P1, P2, or P3 criteria, the Pipeline Operator will state that they will provide the information set out in paragraph 9.2.4(b)(iv) and 9.2.4(b)(v) to the Pipeline User as soon as it has been provided by the CDSP.

(d) Unless otherwise requested by the Pipeline User, the Pipeline Operator will issue the notification to the iGT UNC Contract Manager.

(e) The B14 and B15 Charge Types contained within the RPC Invoice Template will only be used for the purposes of Contingency Invoicing where System Failure has occurred in accordance with paragraph 21.2(c)(ii).

(f) Any Invoice Queries raised to the Pipeline Operator by the Pipeline User must clearly reference the Contingency Invoice number that the query is related to.

(g) Where the system of the Pipeline Operator allows, New Supply Points will be highlighted as a separate line on the Contingency Invoice.

(h) After periods of System Failure where Contingency Invoicing provisions have been invoked, the Pipeline Operator will issue, ahead of reverting to Actual Invoicing, a closure email notification that will contain:

i. The CDSP issued incident number,

ii. Confirmation that the incident has been closed,

iii. The date of the CDSP incident closure,

iv. The Contingency Invoice number(s) and Billing Period(s) that the Contingency Invoices relate to; and,

v. Confirmation that Contingency Invoicing has ceased, and that Actual Invoicing will resume with Contingency Invoice adjustments as necessary.

(i) In reconciliation of the Contingency Invoice, any retrospective charges and/or credits not previously accounted for within the B14 Charge Type will be levied by way of an adjustment using the B15 Charge Type. All Contingency Invoice adjustments will be completed by the Pipeline Operator within 6 months of the resolution of the System Failure under paragraph 21.2(c)(ii) and of the resuming provision of accurate data to the Pipeline Operator by the CDSP.

(j) During Contingency Invoicing, or at any time during Contingency Invoicing reconciliation, interest will not be applied on balances owed to either the Pipeline Operator or the Pipeline User.

(k) The Contingency Invoicing process should continue for no longer than 6 consecutive full Billing Periods. The Pipeline Operator and other relevant industry parties will work with the CDSP and, where appropriate the Pipeline User, to ensure that each instance of System Failure under paragraph 21.2(c)(ii) is fully rectified no later than the 6 month period following the incident being created. For the avoidance of doubt, where an instance of System Failure under paragraph 21.2(c)(ii) has concluded and the subsequent

Billing Period is maintained via Actual Invoicing, and is then followed by a further new instance of System Failure under paragraph 21.2(c)(ii), the principles in this Part G 9.2 shall be followed as if it was an initial failure.

9.3 Paragraphs G4.9 and G4.10 shall not apply where there has been an instance of System Failure that results in either an Invoice Document containing estimated Invoice Amounts as set out under 9.1 or a Contingency Invoice Document as set out under 9.2 being issued.

## 10 Invoice Due Date

10.1 Subject to Clauses 7.3, 7.4 and 17.2, the Invoice Amounts under each Invoice Document shall be paid (by the Pipeline User to the Pipeline Operator or by the Pipeline Operator to the Pipeline User, as the case may be) on or before the Invoice Due Date.

10.2 The **"Invoice Due Date"** in respect of an Invoice Document is the date ending at 24:00 hours on:

(a) subject to paragraph (b), whichever is the later of:

(i) the 12th Day after the Day on which the Invoice Document was deemed to be received in accordance with the provisions of the Code; and

(ii) the 20th Day after the last Day of the Billing Period to which the Invoice Document relates;

(b) where the Day (the **"target due date"**) determined under paragraph (a) is not a Business Day:

(i) subject to paragraph (ii), the Business Day (whether before or after the target due date) which is nearest to the target due date; or

(ii) if the nearest Business Days before and after the target date are equally near, the nearest Business Day after the target due date.

## 11 Payment Details

11.1 Payment of any amount payable under the Code shall be made in pounds sterling in same day funds to the account of the payee at the bank in the United Kingdom notified to the paying party in accordance with Clause 11.2.

11.2 The Pipeline Operator will notify each Pipeline User, and each Pipeline User shall notify the Pipeline Operator, of the account name and number, and the name, address and sort code of the account bank, to which payments to the Pipeline Operator by such Pipeline User or (as the case may be) to such Pipeline User by the Pipeline Operator are to be made, within 5 Business Days after the User Accession Date, and of any change in such details not less than 30 Days before such change occurs.

11.3 The payer shall instruct the bank remitting payment of any amount payable under the Code to quote the number (under Clause 4.1(d)) of the relevant Invoice Document to the payee's bank when remitting such payment.

11.4 Where a Pipeline User is an Affiliate of the Pipeline Operator, the Pipeline Operator may permit payment by internal accounting transfer or other mechanism.

## 12 Deductions, withholdings, taxes etc

12.1 Without prejudice to Clause 17.2, amounts payable under the Code shall be paid:

(a) free and clear of any restriction, reservation or condition; and

(b) except to the extent (if any) required by law, without deduction or withholding in respect of tax or on account of any amount due or to become due to the paying party, whether by way of set off, counterclaim or otherwise.

12.2 If, in respect of payment to be made to the Pipeline Operator by a Pipeline User, any deduction or withholding is required to be made by the law of any country other than a country of the United Kingdom, the Pipeline User shall:

(a) ensure that the amount of such withholding or deduction does not exceed the minimum so required;

(b) forthwith pay the Pipeline Operator such additional amounts as will ensure that the net amount received by the Pipeline Operator will be equal to that which would have been received had no deduction or withholding been made; and

(c) pay the amount withheld or deducted to the relevant authority in accordance with the relevant requirement of law, and provide to the payee a receipt issued by such authority or (if such receipt is not available) a certificate in respect of such payment.

## 13 **Remittance Advice**

13.1 Where payment of any amount is made pursuant to an Invoice Document, the Pipeline User shall complete and submit to the payee the Invoice Remittance Advice not later than the Day on which payment is made (but no inability of the Pipeline User to do so shall affect its obligation to make payment).

13.2 The completed Invoice Remittance Advice shall specify:

(a) the date when payment is to be made;

(b) the amounts, by reference to each Invoice Item (payable to the Pipeline Operator) specified in the Invoice Document, in respect of which the payment is to be made, and the total amount to be paid;

(c) any amount or amounts, by reference to each Invoice Item, in respect of which payment is not being made pursuant to Clause 17.2.

13.3 Where the Pipeline Operator makes payment of any amount pursuant to an Invoice Document, the Pipeline Operator will not later than the date on which payment is made notify the Pipeline User of details equivalent to those to be specified in an Invoice Remittance Advice pursuant to Clause 13.2 (but no inability of the Pipeline Operator to do so shall affect its obligation to make payment).

13.4 Where the Pipeline Operator or a Pipeline User makes a payment under more than one Invoice Document on the same Day, it shall secure that a separate remittance is made in respect of each Invoice Document.

13.5 Where the Invoice Document number is not quoted (in accordance with Clause 13.4) with any remittance made by or on behalf of a Pipeline User, and no Invoice Remittance Advice corresponding to the remittance is submitted, the Pipeline Operator will endeavour to obtain the Pipeline User's instructions (by telephone or facsimile) as to the application thereof; but if it has not (by the Business Day following the Day of the remittance) obtained such instructions, the Pipeline Operator will apply the amount remitted to or towards Invoice Amount(s) in order of Invoice Due Date (the earliest first) and proportionately as between Invoice Amounts with the same Invoice Due Date, but applying such amount last to any Invoice Amounts which are subject to an Invoice Query

## 14 Late Payment

14.1 Without prejudice to Part K7, subject to paragraph G9.2.4(j) where any amount payable under an Invoice is not paid on or before the Invoice Due Date, the paying party shall pay interest, after as well as before judgement at the Applicable Interest Rate, on the unpaid amount from the Invoice Due Date until the Day on which payment is made.

14.2 For the avoidance of doubt Clause 14.1 shall not be construed as permitting late payment of any Invoice Amount.

14.3 Without prejudice to any other rights of the Pipeline Operator under the Code, including without limitation those under Part K7, where in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by a Pipeline User under the Code (excluding for the avoidance of doubt amounts which are the subject of an Invoice Query which by virtue of Clause 17.2 have not become due for payment) and the relevant Pipeline User has not paid the amount in full by the due date for payment, the Pipeline Operator shall be entitled to reject or refuse to accept all or any of the following by the relevant Pipeline User:

(a) an application for increased DM Capacity under Part CII;

(b) a Supply Point Nomination or Supply Point Confirmation under Part CI other than a Supply Point Renomination or Supply Point Reconfirmation (unless made in the context of an application under paragraph (a) above)

with effect from the day after the due date for payment until such time as the relevant Pipeline User has paid the amount due for payment in full.

## 15 Interest

15.1 Where pursuant to any provisions of this Part G interest is payable by the Pipeline Operator or a Pipeline User, such interest shall accrue on a daily basis and on the basis of a 365 day year.

15.2 Interest payable under this Part G will be compounded to the extent and by virtue of being invoiced (not more frequently than each calendar month) in an Invoice Document, late payment of which will itself be subject to interest under this Clause 15.

15.3 The **"Applicable Interest Rate"** is the rate of interest, expressed as a percentage rate per annum, payable in respect of amounts overdue for payment, or subject to repayment, under the Code.

15.4 The Applicable Interest Rate shall be:

(a) except as provided in paragraph (b) the rate of interest set for the relevant period as the statutory interest rate for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998;

(b) for the purposes only of Clauses 17 and 18, the base rate for the time being of Barclays Bank Plc plus one (1) percentage point per annum.

## 16 Invoice Queries

16.1 For the purpose of this Part G an **"Invoice Query"** is any question or dispute as to the proper calculation of any amount shown as payable by a Pipeline User or the Pipeline Operator under an Invoice Document or as to whether any such amount is or was properly payable and references to the amount of an Invoice Query are to the amount by which the Pipeline User submitting the Invoice Query considers the Invoice Amount to be incorrect.

16.2 A Pipeline User may notify an Invoice Query (subject to Clause 16.3) by telephone or by Conventional Notice.

16.3 Where a Pipeline User notifies an Invoice Query by telephone, the Pipeline Operator may (at the time of the telephone communication) require that the Invoice Query be notified by Conventional Notice, in which case the Invoice Query shall be deemed not to have been raised for the purposes of Clause 17.1 until so notified.

16.4 The Pipeline Operator and the relevant Pipeline User will endeavour to resolve Invoice Queries by agreement.

16.5 Any reference in this Part G:

(a) to the resolution of an Invoice Query is a reference to the resolution thereof by agreement (at any time) between the Pipeline Operator and the relevant Pipeline User or by determination thereof (in accordance with paragraph (b));

(b) to the determination of an Invoice Query is a reference:

(i) to the resolution of a dispute in respect thereof under any provision of Part K where applicable;

(ii) except as provided in paragraph (i), to the outcome of any proceedings commenced by the Pipeline Operator or the relevant Pipeline User in respect thereof.

## 17 Invoice Queries before Payment

17.1 Where a Pipeline User wishes to raise any Invoice Query in respect of an amount shown as payable by the Pipeline User under an Invoice Document, the Pipeline User may, not later than the Day before the Invoice Due Date, notify (in accordance with Clause 16.2 and 16.3) such Invoice Query to the Pipeline Operator, specifying:

(a) the date and number of the Invoice Document;

(b) the Invoice Item to which the Invoice Query relates;

(c) an explanation of the basis on which the Invoice Query arises, and the amount of the Invoice Amount which is subject to the Invoice Query:

(i) identified by reference to the particular item of supporting data in respect of which the Invoice Query arises, on the basis of the level of greatest detail of such supporting data provided to the extent that such data was provided by the Pipeline Operator; and

(ii) where the basis of the Invoice Query is that the value of any parameter by reference to which the Invoice Amount is determined is incorrectly stated in such supporting data, the amount (estimated accurately as is reasonably practicable) by which such value is incorrectly stated;

(d) the amount of the Invoice Amount which is not subject to the Invoice Query, determined on the basis that only so much of the Invoice Amount as is identified in paragraph (c) is subject to the Invoice Query.

17.2 Where a Pipeline User raises an Invoice Query in accordance with the requirements of Clause 17.1 (but not otherwise), the amount subject to the Invoice Query (in accordance with Clause 17.1(c)) shall not be payable on the Invoice Due Date, but without prejudice to Clause 17.4.

17.3 Except as provided in Clause 17.2, but without prejudice to Clause 18.1, the whole amount shown as payable by a Pipeline User in any Invoice Document shall be payable on the Invoice Due Date.

17.4 Where pursuant to Clause 17.2 any amount is not paid on the Invoice Due Date by a Pipeline User, the amount (if any) which is agreed or determined (following resolution of the Invoice Query) to be payable by the Pipeline User shall be payable upon such resolution, and interest from the Invoice Due Date shall be payable in accordance with Clause 14 (but subject to Clause 17.5) on such amount.

17.5 For the purposes of Clause 17.4, where it is agreed or determined that the question or dispute the subject of the Invoice Query pursuant to Clause 17.2 was a bona fide question or dispute, the Applicable Interest Rate shall be the rate under Clause 15.4(b) until the expiry of 2 Business Days after the date of resolution of the Invoice Query.

## 18 Other Invoice Queries

18.1 Subject to Clause 8.3, nothing in this Part G shall prevent a Pipeline User from raising any Invoice Query other than pursuant to Clause 17.1, including in respect of any amount after payment has been made in respect of such amount, or from paying any such amount at the same time as notifying an Invoice Query in respect thereof; provided that (without prejudice to the resolution of the Invoice Query) no constructive trust or other implied term as to the receipt or application by the payee of the amount paid shall arise.

18.2 Where, upon the resolution of an Invoice Query or otherwise, it is agreed or determined that any amount or part of any amount paid should not have been paid, the payee shall repay such overpaid amount with interest at the Applicable Interest Rate from the date on which payment was made to it or if later the Invoice Due Date until the date of such repayment.

## 19 Invoicing of resolved Queries

19.1 As soon as reasonably practicable after any Invoice Query is resolved, and in any event by the end of the second following month, the Pipeline Operator will prepare and submit to the relevant Pipeline User an appropriate Invoice Document in respect of the amount (if any) agreed or determined to be payable to or repayable (including the amount (if any) of any interest payable) by the Pipeline Operator or the relevant Pipeline User.

## 20 Portfolio Extract

20.1 The Pipeline Operators shall provide a Portfolio Extract to each Pipeline User by the fifth Business Day of each month with details of Supply Meter Points as of the first Business day of that month. The Portfolio Extract shall be issued in either comma separated value or spreadsheet format.

20.2 For the purposes of the Code:

"Portfolio Extract" means the Supply Meter Point data as detailed in Appendix G2 pertaining to each Pipeline User.

## 21 Code Credit Rules

21.1 The Pipeline Operator may if its Network Code so provides operate Code Credit Rules pursuant to which it will determine and assign to each Pipeline User a Code Credit Limit and may require a Pipeline User to provide surety or security. The provisions detailing the operation of the Code Credit Rules and the consequences of Pipeline Users being assigned Code Credit Limits will be detailed in the Pipeline Operator's Network Code.

21.2 For the purposes of the Code;

(a) **"Code Credit Rules"** are the rules so entitled and established and revised from time to time by the Pipeline Operator;

(b) **"Code Credit Limit"** is an amount representing a Pipeline User's limit of indebtedness to the Pipeline Operator as more particularly defined in the Pipeline Operator's Network Code.

(c) "**System Failure**" is an event or circumstance affecting:

(i) the Computer System of a Pipeline Operator that affects the ability of that Pipeline Operator to generate information for communication or to give or receive communications associated with that information; or

(ii) the ability of the CDSP to generate and communicate accurate information in whole or in part to the Pipeline Operator in the form and by the method set out in the Data Services Contract between the Pipeline Operator and the CDSP (unless the Pipeline Operator and the CDSP have agreed otherwise), and that the System Failure has been categorised as either a P1, P2 or P3 incident, in accordance with the UK Link Manual by the CDSP at any time during the Billing Period.

For the avoidance of doubt, planned Computer System downtime, for the purpose of maintenance that has been notified by the Pipeline Operator or by the CDSP to the Pipeline Operator does not constitute System Failure.

## Appendix G-1 RPC Invoice Template

This appendix was removed during the implementation of IGT UNC v7.2 (28th June 2013). For information the Template is now held within the IGT UNC Ancillary Document 'IGT Transportation Invoice Charges Template'.

## Appendix G-2 Portfolio Extract file format

The file is to be ordered in Network, MPR and descending start date order

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 1. | Transaction Type | A code identifying the type of request that this record represents. | M | T | 3 | 0 | Example SPE |
| 2. | Issue Date | Date and Time Stamp | M | D | 8 | 0 | YYYYMMDD HHMM |
| 3. | Gas Transporter id | Gas Transporter short code identifying the Gas Transporter, per Market Participant Identities List in UNC.. | M | T | 3 | 0 | Suppliers hold original IGT<br>Example - 'xxx' |
| 4. | CSEP No | | M | T | 10 | 0 | |
| 5. | CSEP ID | Xoserve unique reference for the MPR | M | T | 12 | 0 | |
| 6. | Shipper | Shipper short code identifying the shipper, per Market Participants List in UNC. | M | T | 3 | 0 | Example - 'GUK' |
| 7. | Supplier | Supplier short code identifying the shipper, per Market Participant List in UNC. | C | T | 3 | 0 | Example - 'GUK' |
| 8. | MPR | DEFINITION: A system generated unique identifier for the point at which a meter is, has been or will be connected to the gas network.<br><br>CONTEXT: The reference of the Meter Point whose Billing Critical attributes have been updated. | M | N | 10 | 0 | |
| 9. | Free_Text_Line_1 | Text to include developer details | C | T | 256 | 0 | |
| 10. | Free_Text_Line_2 | Text to include plot address/ | C | T | 256 | 0 | |
| 11. | Sub Building | Sub Building Name as defined in PAF. | C | T | 30 | 0 | |
| 12. | Building Number | This item follows the naming of a PAF field, and will have a corresponding meaning and use, i.e. this will include only fully numeric building numbers, e.g. 7 but not 7A. | C | N | 6 | 0 | |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 13. | Building Name | This item follows the naming of a PAF field, and will have the same meaning and use. This item should hold any genuine building name and not a residential house name created as an alternative to the combination of a Building Number and a Street Name. Premises with a building name and a number range should be held as | C | T | 50 | 0 | |
| 14. | Dependent thoroughfare | This is likely to be requested not to be sent for the address type to which this translation is being applied. Where this is the case no translation is required for this field. Otherwise this is concatenated with the Thoroughfare value and entered into the Principal Street. | C | T | 35 | 0 | |
| 15. | Thoroughfare | See above – either: _ this will be a direct translation (where the commercial agreement is that this will not be used) or this and the Thoroughfare will be entered into the Principal street. In this case the values in these two fields will overwrite anything in the Principle street, therefore where either of the fields need updating, both need to be sent. | C | T | 35 | 0 | |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 16. | Double Dependent Locality | This is likely to be requested not to be sent for the address type to which this translation is being applied. Where this is the case no translation is required for this field. Otherwise this is concatenated with the Double Dependent Locality value and entered into the Dependent Locality. | C | T | 35 | 0 | |
| 17. | Dependent locality | See above – either: _ this will be a direct translation (where the commercial agreement is that this will not be used) or _ this and the Thoroughfare will be entered into the Principal street. In this case the values in these two fields will overwrite anything in the Principle street, therefore where either of the fields need updating, both need to be sent. | C | T | 35 | 0 | |
| 18. | Post Town | The post town in which the street lies. CONTEXT: Post Town as defined in PAF. | M | T | 35 | 0 | |
| 19. | County | The county within which the street lies. The meaning is equivalent to that of the PAF field of the same name. Known problems: Conditions for the presence or absence of "Postally Optional Counties" have yet to be agreed. | C | T | 35 | 0 | |
| 20. | Post Outcode | Standard PAF outcode as defined in the PAF digest. Note validation requirements between outcode and incode. | M | T | 4 | 0 | |
| 21. | Post Incode | Standard PAF incode as defined in the PAF digest. Note validation requirements between incode and outcode. | C | T | 4 | 0 | |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 22. | Start Date | Supply start date | C | D | 8 | 0 | YYYYMMDD |
| 23. | End Date | Supply end date | C | D | 8 | 0 | YYYYMMDD |
| 24. | Legacy/RPC/ Infill | Charging Status | M | T | 1 | 0 | “L” for Legacy, “R” for RPC, “I” for Infill |
| 25. | LDZ | Unique reference code for the Local Distribution Zone (LDZ). | M | T | 2 | 0 | |
| 26. | Exit Zone | A unique reference for the Exit Zone. | M | T | 3 | 0 | |
| 27. | EUC | A unique reference for the End User Category. | M | T | 8 | 0 | |
| 28. | SOQ | The maximum rate of gas flow (measured in kWh), for the Non Daily Metered (NDM) portion of the Supply Point, as derived by xoserve. This is for non-domestic only. | C | N | 10 | 0 | |
| 29. | Original Meter Point AQ | For RPC Sites Only. AQ in accordance with NExA Tables or otherwise agreed between Shippers and IGTs for domestic in-fill and I&C Premises | M | N | 12 | 0 | |
| 30. | Current Meter point AQ | | M | N | 12 | 0 | |
| 31. | xoserve Nominated Maximum CSEP AQ (Provided by lead IGT within Nest) | Maximum AQ value held by xoserve taking into account the aggregated sum of all Nested CSEPs. (cumulative total) | C | N | 12 | 0 | N.B. these are engineering figures. |
| 32. | Supply Type Code | A code which identifies whether the gas is to be delivered Firm or Interruptible. CONTEXT: The current supply of gas for the DM portion of the Supply Point. | M | T | 4 | 0 | VALUES: TNI – xoserve Nominated Interruptible, SNI - System User Nominated Interruptible, FIRM - Firm. |
| 33. | Market Sector Code | DEFINITION: A code that specifies that the site is used for domestic or industrial and commercial purposes | M | T | 1 | 0 | “D” for DOMESTIC or “I” for NON DOMESTIC |
| 34. | Meter Point Status Code | Code identifying the status of the meter point. Per SPAA MDD. | M | T | 2 | 0 | Definitions<br>CA - Capped<br>DE -Dead<br>LI - Live<br>OT -Other<br>PL - Planned<br>SP -Spin Capped |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 35. | Meter Point Read Frequency | A code identifying a valid meter reading frequency. Default would be Annual. | C | T | 1 | 0 | CONTEXT: The frequency that the System User wishes to read all the meters on Non Daily Metered (NDM) Meter Points in the Supply Point. VALUES: D - Daily, W - Weekly, M - Monthly, B - Bi-monthly, Q - Quarterly, 6 - Six-monthly, A - Annually. |
| 36. | Gas Act Owner (Meter Asset Owner) | | M | T | 1 | 0 | “S” – Shipper, “T” – Transporter, “U” – Unknown, “C” - Consumer |
| 37. | MAM id | Per Market Participant Identities List in UNC. | C | T | 3 | 0 | |
| 38. | MAM effective date | | C | D | 8 | 0 | YYYYMMDD |
| 39. | Meter Bypass | | C | T | 1 | 0 | (O)pen, (C)lose, (U)nchecked, (N)o bypass fitted. |
| 40. | Meter Installation Date | | C | D | 8 | 0 | YYYYMMDD |
| 41. | Meter Serial No | DEFINITION: The Manufacturer’s meter serial number. CONTEXT: The serial number of the meter from which the read was taken. | C | T | 16 | 0 | |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 42. | Meter Location Code | A code representing the location of a meter. | C | N | 2 | 0 | VALUES: 00 - Other, 01 - Cellar, 02 - Under Stairs, 03 - Hall, 04 - Kitchen, 05 - Bathroom, 06 - Garage, 07 - Canteen, 08 - Cloakroom, 09 - Cupboard, 10 - Domestic Science, 11 - Front Door, 12 - Hall Cupboard, 13 - Kitchen Cupboard, 14 - Kitchen under Sink, 15 - Landing, 16 - Office, 17 - Office Cupboard, 18 - Outside WC, 19 - Pantry, 20 - Porch, 21 - Public Bar, 22 - Rear of Shop, 23 - Saloon Bar, 24 - Shed, 25 - Shop Front, 26 - Shop Window, 27 - Staff Room, 28 - Store Room, 29 - Toilet, 30 - Under Counter, 31 - Waiting Room, 32 - Meter Box (Outside), 99 - Outside. |
| 43. | Meter Type | Code to define the type | C | T | 3 | 0 | “C” for CREDIT or “P” for PREPAYMENT |
| 44. | Meter Manufacturer | Short Code version of meter manufacturer’s name for the meter, per SPAA MDD | C | T | 3 | 0 | |
| 45. | Year of manufacture | Year of manufacture for the asset as stamped on the asset e.g. 1999. This is mandatory for certain assets e.g. Meters. | C | T | 4 | 0 | YYYY |
| 46. | Meter Model Code | The model type of the meter per SPAA MDD. | C | T | 10 | 0 | Example, U6, U16 |
| 47. | Meter Units | Indicates whether the meter measures the volume of gas in imperial or metric units | C | T | 1 | 0 | Set to “M” for METRIC or “I” for IMPERIAL |
| 48. | No. of Dials | Number of dials or digits on the meter which are considered during meter reading. | C | N | 2 | 0 | Used to validate meter readings and to determine the number of complete units consumed. Printed on meter reading sheets (and may be printed on meter work documents). |

| | Field Name | Data Item Definition | Mandatory/ Optional/ Conditional | Domain T = Text, N = Numeric, D = Date | Field Length | Decimal | Comments/Format |
|---|---|---|---|---|---|---|---|
| 49. | Meter Reading Multiple | The factor which converts the metered volume into units of 100cu ft or cubic meters | C | N | 3 | 3 | 1, 10.0.1 |
| 50. | Date of last inspection | The date on which the meter installation was last inspected. Condition 17 – (2 Year Inspection). | C | D | 8 | 0 | YYYYMMDD |
| 51. | Corrector Serial No. | The manufacturers corrector serial number – NOT USED FOR DOMESTIC | O | T | 16 | 0 | |
| 52. | Corrector No of Dials / Digits | The corrected number of dials or digits for the corrector. | O | N | 2 | 0 | |
| 53. | Corrector Correction Factor | A fixed factor applied where no corrector is fitted and the meter reading needs to be corrected for pressure, altitude and/or temperature. | O | N | 9 | 6 | |
| 54. | Corrector Effective From Date | | O | D | 8 | 0 | YYYYMMDD |
| 55. | Data Logger Present | Indicator to acknowledge the presence of a Data Logger Asset | M | T | 1 | 0 | “Y” or “N” |
| 56. | Free text line 3 | | O | T | 256 | 0 | |
| 57. | Free text line 4 | | O | T | 256 | 0 | |
| 58. | Last Valid Actual Meter Reading | Last Actual Meter Reading accepted by the Pipeline Operator | C | N | 12 | 0 | FORMAT: The index should be right justified and be the same length as the number of digits/ dials present on the meter. This may mean the index provided is left padded with zeros to equate the length of the values to the actual number of digits/dials. Where the number of digits/dials is less than 12 the remaining characters should be set to spaces e.g. for a 4 digit dial display the index would be formatted as ' 0012 This excludes any estimates. |
| 59. | Last Valid Actual Meter Reading Date | The Date of the Last actual meter reading held by the Pipeline Operator | C | D | 8 | 0 | YYYYMMDD |

## PART H - SYSTEM MAINTENANCE AND PLANNING

1 **Programmed maintenance**

1.1 For the purposes of this Part H:

(a) **"Maintenance Programme"**: is a programme (or updated programme) of planned maintenance of the Pipeline;

(b) references to maintenance of any part of the Pipeline include any inspection, repair, replacement, reinstatement and recommissioning thereof, and works preparatory to such maintenance and testing of the same and any works required for the return to service of such part of the Pipeline after such maintenance.

1.2 The Pipeline Operator may require Pipeline Users to provide information to the Pipeline Operator in accordance with this Part H for the purposes of enabling the Pipeline Operator:

(a) to plan (on a weekly basis) the operation of the Pipeline;

(b) to comply with its obligations pursuant to applicable Legal Requirements in relation to the maintenance of the Pipeline;

(c) to prepare Maintenance Programmes.

2 **Maintenance Programme**

2.1 Each year the Pipeline Operator will establish and update a Maintenance Programme as it considers necessary.

2.2 The Pipeline Operator will use reasonable endeavours to co-ordinate its Maintenance Programme with the maintenance of the Large Transporter System in accordance with Section L4 of the UNC.

2.3 For the avoidance of doubt Force Majeure affecting the Pipeline Operator will include maintenance by the Upstream System Operators of the Upstream Systems affecting the Connection Point.

2.4 The Pipeline Operator will notify the Pipeline Users as soon as reasonably practicable of any maintenance affecting the Connection Point notified to it by any Upstream System Operator.

3 **Programmed Maintenance**

3.1 Subject to Clause 3.3 maintenance of any part of the Pipeline carried out by the Pipeline Operator on any Day is **"Programmed Maintenance"** as respects any Pipeline User in relation to a Supply Point where:

(a) such Day was a Day on which maintenance was planned under the Maintenance Programme; or

(b) in the case of a Day on which maintenance was not planned under the Maintenance Programme:

(i) in the case of a Supply Point whose Annual Quantity does not exceed 73,200 kWh (*2,500 therms*) the Pipeline Operator gives to the Consumer not less than seven Days notice (or with the Consumer's consent less notice) of the carrying out of such maintenance on such Day and the Pipeline Operator is not required to give any notice thereof to the Registered User but shall endeavour to inform the Registered User of what has been agreed with the Consumer;

(ii) in the case of a Supply Point whose Annual Quantity exceeds 732,000 kWh (*25,000 therms*), the Pipeline Operator gives to the Pipeline User the notification required under Clause 3.2 not less than 30 Days before the Day on which maintenance is carried out (**"maintenance day"**); or

(iii) in the case of a Supply Point whose Annual Quantity exceeds 73,200 kWh (*2,500 therms*) but does not exceed 732,000 kWh (*25,000 therms*), the Pipeline Operator gives to the Pipeline User the notification required under Clause 3.2 not less than 7 Days before the maintenance day.

(iv) in the case of the Connection Point the Pipeline Operator gives to the Pipeline User the notification required under Clause 3.2 not less than 30 Days before the maintenance day.

3.2 For the purposes of Clause 3.1(b):

(a) the notification required is a notification that the availability of gas for offtake, or (in the case of the Connection Point) ability of the Pipeline Operator to accept delivery of gas will be affected by the carrying out of such maintenance;

(b) in respect of a Supply Point, the notification is required to be given only where at the time the notification is required to be given, the Pipeline User is the Registered User of such Supply Point.

3.3 Where in respect of a Day maintenance by the Upstream System Operators of the Upstream Systems affects the Connection Point, Pipeline Users acknowledge that the Pipeline Operator may not be able to give the period of notice required pursuant to Clause 3.2. Accordingly, in such circumstances, the Pipeline Users agree that the Pipeline Operator shall be entitled to give such lesser period of notice in respect of maintenance on such Day as it is practicable for the Pipeline Operator to give and that maintenance in respect of such Day shall, notwithstanding such lesser period of notice, be Programmed Maintenance.

4 **Offtake of gas during Programmed Maintenance**

4.1 To the extent that on any Day by reason of Programmed Maintenance it is not feasible for the Pipeline Operator to make available gas for offtake from the Pipeline by a Pipeline User at a Supply Meter Point or to accept into the Pipeline at the Connection Point gas tendered for delivery by a Pipeline User or, in either case, its ability to do so is restricted:

(a) such Supply Meter Point or Connection Point is a **"Maintenance Affected Point"**; and

(b) subject to Clause 4.2, the Pipeline Operator will be relieved of its obligations to make gas available for offtake from the Pipeline at such Supply Meter Point.

4.2 Subject to Clause 4.3 and Part K, the Pipeline Operator will not be relieved by virtue of Clause 4.1(b) of its obligations therein referred to in respect of a Maintenance Affected Point:

(a) in the case of the Connection Point (where the maintenance is on the Pipeline and not on the Upstream System) on more than the number of Days identified in the Maintenance Programme

(b) in the case of a Supply Point whose Annual Quantity exceeds 732,000 kWh (*25,000 therms*), on more than 8 Days in any Gas Year or on more than 20 Days in any three consecutive Gas Years;

(c) in the case of a Supply Point whose Annual Quantity exceeds 73,200 kWh (*2,500 therms*) but does not exceed 732,000 kWh (*25,000 therms*) on more than 5 Days in any Gas Year or on more than 10 Days in any 5 consecutive Gas Years; or

(d) in the case of a Supply Point whose Annual Quantity does not exceed 73,200 (*2,500 therms*) for a period exceeding twenty-four (24) hours (or any longer period requested by the Consumer) on any one occasion.

4.3 Where for reasons of Force Majeure, including any failure of a Consumer after being so requested to provide any required access to Supply Point Premises, the Pipeline Operator is unable to commence or to complete any Programmed Maintenance in respect of any Supply Meter Point:

(a) the relevant number of Days or period specified in or pursuant to Clause 4.2 shall be increased by such period for which the completion of the Programmed Maintenance was delayed by reasons of Force Majeure;

(b) if the Pipeline Operator has commenced such Programmed Maintenance, for so long as the Pipeline Operator is unable to carry out or to continue to carry out the Programmed Maintenance, such point shall nevertheless continue to be a Maintenance Affected Point.

4.4 For the avoidance of doubt a Pipeline User will remain liable to pay Transportation Charges in respect of Capacity notwithstanding that the Pipeline Operator is unable to accept delivery of gas or make gas available for offtake at such point by reason of the carrying out of maintenance of the Pipeline.

4.5 If requested by the Pipeline Operator the Registered User will co-operate with the Pipeline Operator with a view to ensuring that the offtake of gas is discontinued at any Supply Point which is (and for so long as it continues to be) a Maintenance Affected Point.

## 5 **Co-operation**

5.1 Where the operation of any Pipeline inspection or maintenance equipment in either any Upstream System or the Pipeline requires for a period a specific even rate of offtake of gas from the Upstream System at the Connection Point, the Pipeline User will (and will procure that any Upstream System User from whom it acquires gas at the Connection Point will) co-operate as far as reasonably practicable with the Upstream System Operator and the Pipeline Operator with a view to ensuring that such rate of offtake is maintained for such period.

## 6 **System Planning**

6.1 Each year the Pipeline Operator will make assumptions in respect of the demand for gas (including shrinkage) and in respect of the Pipeline and its use.

6.2 Each Pipeline User will co-operate with the Pipeline Operator in the provision of information reasonably available to such Pipeline User to enable the Pipeline Operator to comply with its obligations pursuant to the Act and the Pipeline Operator's Licence in relation to the development of the Pipeline and to make assumptions pursuant to Clause 6.1.

## PART I - EMERGENCIES

1 **Emergency**

1.1 The provisions of this Part I shall apply for the purposes of a Local Emergency and/or an Emergency.

1.2 A **"Local Emergency"** is a local gas supply emergency as referred to in the NEC Safety Case affecting the Pipeline which is not an Emergency for the purposes of the UNC.

1.3 A **"Large Firm Supply Point"** is a Firm Supply Point whose Annual Quantity is greater than 732,000 kWh (*25,000 therms*)

1.4 The **"NEC"** means the person from time to time who is the network emergency co-ordinator in accordance with the Regulations.

1.5 The **"NEC Safety Case"** means the safety case (in accordance with Regulation 2(5)) of the NEC.

1.6 **"Regulations"** means the Gas Safety (Management) Regulations 1996 and reference to particular Regulations shall be construed accordingly.

1.7 Reference to an **"Emergency"** shall mean a "Gas Supply Emergency" as defined in the UNC.

1.8 "**Network Gas Supply Emergency**" shall have the same meaning as in the UNC.

1.9 The Pipeline Operator confirms that in its opinion any Local Emergency will constitute a pipeline system emergency (in accordance with paragraph 1(b) of standard condition 5 of the Shipper's Licence) affecting the Pipeline.

1.10 Pipeline Users acknowledge that in respect of any Emergency for the purposes of the UNC instructions from the Large Transporter will be complied with pursuant to the UNC.

1.11 Pipeline Users agree that in the circumstances of an Emergency which also affects the Pipeline, the Large Transporter may give instructions to Consumers in relation to the reduction or discontinuance of offtake at Supply Points. Pipeline Users shall secure in contract with Consumers at Larger Supply Points that the Consumer shall use best endeavours to reduce or discontinue from using gas immediately upon being instructed to do so by the Large Transporter.

1.12 In the circumstances described in Clause 1.11, Registered Users of Large Firm Supply Points further agree that the Pipeline Operator may provide to the Large Transporter such details in respect of such Large Firm Supply Points as the Large Transporter may require to enable them to secure reduction or discontinuance of offtake at such Large Firm Supply Points.

1.13 The Pipeline Operator may agree pursuant to the IGTAD or otherwise with an Upstream System Operator or a Downstream System Operator upon a procedure or steps to be taken in a Local Emergency and/or an Emergency and may give effect to such procedure or steps in addition to or in lieu of any Emergency Steps pursuant to this Part I.

1.14 The provisions of the Manual (if any) as to the giving of Code Communications are without prejudice to the provisions of the Local Emergency Procedures and such other requirements as the Pipeline Operator may specify for communicating in an Emergency, Network Gas Supply Emergency or Local Emergency.

1.15 Agency Functions of the CDSP to support implementation of this Part I are:

(a) Maintaining a record of Pipeline User emergency contact details.

## 2 Local Emergency Procedures

2.1 **"Local Emergency Procedures"** are procedures issued to Pipeline Users by the Pipeline Operator from time to time relating to information flows and steps to be taken in the event of a Local Emergency.

2.2 Nothing in the Local Emergency Procedures or the Code shall limit the ability of the Pipeline Operator to take any action or step necessary in its judgement in the interests of safety to the public or property in the event of a Local Emergency.

2.3 The existence of a Local Emergency shall be determined by the Pipeline Operator in its sole judgment and irrespective of the cause of and of whether the Pipeline Operator or any other person may have caused or contributed to the Local Emergency.

2.4 A Local Emergency will continue until such time as the Pipeline Operator determines that the circumstances which resulted in or might result in a supply emergency (as defined in the Regulations) no longer apply, that no further Emergency Steps are required and that normal operation of the Pipeline and implementation of the Code may be resumed.

## 3 Emergency Steps

3.1 For the purposes of the Code **"Emergency Steps"** are steps to be taken by the Pipeline Operator or a Pipeline User:

(a) to avert and/or to reduce the probability of or the probable scale of a Local Emergency and/or an Emergency and/or to prepare for the occurrence of a Local Emergency and/or an Emergency; or

(b) to overcome or contain a Local Emergency and/or an Emergency and/or to avert or reduce the hazard presented by it and/or restore gas supply and normal operation of the Pipeline and facilitate appropriate reinstatement of the provisions of the Code following the taking of any such steps.

3.2 No Emergency Step taken or other thing done or not done by the Pipeline Operator or any Pipeline User pursuant to (and in compliance with any requirements under) this Part I or paragraph 2 of Condition 5 of the Shipper's Licence shall be a breach of any provision of the Code; and in particular the Pipeline Operator will not be required to accept gas tendered for delivery to the Pipeline or to make gas available for offtake from the Pipeline to the extent that (as a result of any such step taken or thing done or not done) gas tendered for delivery is not accepted or gas is not made available for offtake and in accordance with the applicable specification requirements referred to in Part J.

## 4 Priority Consumers

4.1 For the purposes of this Part I:

(a) a **"Priority Consumer"** is a Consumer whose name appears on the list established (and from time to time amended) by the Pipeline Operator in accordance with the Pipeline Operator's Licence; and the relevant Supply Point is a **"Priority Supply Point".**

(b) **"Priority Criteria"** means the criteria designated by the Secretary of State and, if the Secretary of State has not designated criteria, or to the extent that such designated criteria are not expressed to be exhaustive, any other criteria which the Pipeline Operator may from time to time notify to Pipeline Users for the purposes of assisting the Pipeline Operator to determine which Consumers should be given priority in accordance with the Pipeline Operator's Licence.

5 **Pipeline User emergency contacts**

5.1 Each Pipeline User shall provide to the Pipeline Operator:

(a) a single telephone number and a single facsimile number by means of each of which the Pipeline Operator may contact, 24 hours a Day, a representative of the Pipeline User in an Emergency or Local Emergency for any purpose pursuant to this Part I;

(b) the name(s) or title(s) of the Pipeline User's representatives who may be contacted at such numbers.

5.2 Each such representative shall be a person having appropriate authority and responsibilities within the Pipeline User's organisation to act as the primary contact for the Pipeline Operator in the event of a Local Emergency.

5.3 The details required under Clause 5.1 shall be provided by an Applicant User before becoming a Pipeline User and shall at all times be maintained up to date; and for these purposes the Pipeline User shall notify to the Pipeline Operator any change to such details promptly and where possible in advance.

5.4 Pipeline Users are required to comply with the requirements in Clauses 5 to 10 with a view to ensuring an adequate level of preparedness for the occurrence of a Local Emergency.

6 **User compliance with Local Emergency Procedures**

6.1 Each Pipeline User shall secure that all of its relevant personnel are familiar with the Local Emergency Procedures.

6.2 For the purposes of Clause 6.1 a Pipeline User's relevant personnel are personnel employed or engaged by the Pipeline User whose functions or areas of responsibility are such that (in order to enable the Pipeline User to comply with any requirement of this Part I) they are likely to be required to take any decision or action in a Local Emergency.

7 **User procedures**

7.1 Each Pipeline User shall establish and maintain such procedures as may be necessary:

(a) to facilitate compliance by the Pipeline User with the requirements of this Part I;

(b) to enable the Pipeline User to comply with the requirements of the Pipeline Operator in the event of a Local Emergency.

7.2 Each Pipeline User shall take all reasonable steps within its power to ensure that, in so far as may be necessary to give effect to the requirements of this Part I and the Local Emergency Procedures, the procedures established by it under Clause 7.1 are co-ordinated:

(a) with the Local Emergency Procedures; and

(b) with any procedures established by the Large Transporter relating to Emergencies pursuant to the UNC; and

(c) with any procedures established by the NEC in relation to a Network Gas Supply Emergency;

(d) if the Pipeline Operator shall so notify the Pipeline User identifying the other person(s) and specifying the co-ordination required**,** with the procedures established by other Pipeline Users, Upstream System Operators and

Downstream System Operators under this Clause 7; and shall consult with such other parties accordingly.

7.3 The Pipeline User shall if requested by the Pipeline Operator provide to the Pipeline Operator a copy of the procedures from time to time established by it under Clause 7.1; and the Pipeline Operator shall be at liberty to disclose to and discuss with any Competent Authority any such procedures provided to it.

7.4 Each Pipeline User shall ensure that Suppliers supplying gas at Supply Points of which the Pipeline User is the Registered User are aware of the terms of this Part I in so far as they may be affected thereby.

## 8 Large Firm Supply Points

8.1 A Pipeline User shall in respect of each Large Firm Supply Point of which it is the Registered User provide to the Pipeline Operator:

(a) the name and (in the case of a corporation) registered office of the Consumer;

(b) in accordance with Clause 8.2, the names and job titles of representatives of the Consumer (**"emergency contacts"**) each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);

(c) at least one (but not more than four) telephone numbers for each emergency contact by means of which the Pipeline Operator may contact, 24 hours a day, at least one emergency contact; and

(d) in the case of a Large Firm Supply Point, the Annual Quantity of which is greater than 1,464,000 kWh (*50,000 therms*), one facsimile number, for the purposes of receiving communications pursuant to this Part I which is able to receive transmissions 24 hours a day.

8.2 For the purposes of Clause 8.1(b):

(a) in the case of a Large Firm Supply Point in respect of any site which is manned 24 hours a day, the Registered User will provide to the Pipeline Operator the name(s) and job title(s) of at least 1 but not more than 5 emergency contacts; and

(b) in the case of a Large Firm Supply Point in respect of any site which is not manned 24 hours a day, the Registered User will provide to the Pipeline Operator the name(s) and job title(s) of at least 3 but not more than 5 emergency contacts.

8.3 A Pipeline User shall comply with the requirements of Clause 8.1:

(a) where the Pipeline User becomes the Registered User in respect of a Large Firm Supply Point, when submitting the Supply Point Confirmation;

(b) where for any Gas Year a Supply Point of which a Pipeline User is Registered User becomes (by virtue of a change in its Annual Quantity or being designated as Firm) a Large Firm Supply Point, as soon as reasonably practicable and in any event not later than 30th September in that Gas Year.

8.4 The details required under Clause 8.1 shall at all times be maintained up to date; and for these purposes the Pipeline User shall notify to the Pipeline Operator any change in such details as soon as reasonably practicable and where possible in advance of such change.

## 9 Interruptible Supply Points

9.1 A Pipeline User shall in respect of each Interruptible Supply Point of which it is the Registered User provide to the Pipeline Operator:

(a) the name and (in the case of a corporation) registered office of the Consumer;

(b) in accordance with Clause 9.2, the names and job titles of representatives of the Consumer (**"emergency contacts"**) each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);

(c) at least one (but not more than four) telephone numbers for each emergency contact by means of which the Pipeline Operator may contact, 24 hours a day, at least one emergency contact; and

(d) one facsimile number, for the purposes of receiving communications pursuant to Parts C and I, which is able to receive transmissions 24 hours a day.

9.2 For the purposes of Clause 9.1(b):

(a) in the case of any Interruptible Supply Point in respect of any site which is manned 24 hours a day Registered User will provide to the Pipeline Operator the name(s) and/or job title(s) of at least 1 but not more than 4 emergency contacts; and

(b) in the case of any Interruptible Supply Point in respect of any site which is not manned 24 hours a day the Registered User will provide to the Pipeline Operator the name(s) and/or job title(s) of at least 3 but not more than 4 emergency contacts.

9.3 A Pipeline User shall comply with the requirements of Clause 9.1 where the Pipeline User becomes the Registered User in respect of a Interruptible Supply Point, when submitting the Supply Point Confirmation.

9.4 The details required under Clause 9.1 shall at all times be maintained up to date; and for these purposes the Pipeline User shall notify to the Pipeline Operator any change in such details as soon as reasonably practicable and where possible in advance of such change.

## 10 Priority Supply Points

10.1 Each Pipeline User shall:

(a) take all reasonable steps to ascertain, in relation to any Supply Point in respect of which the Pipeline User submits a Supply Point Nomination, or of which it is the Registered User, whether the Consumer satisfies or (as the case may be) has come to satisfy the Priority Criteria;

(b) where it believes that the Consumer does satisfy the Priority Criteria, (where it is the Registered User, promptly upon forming that belief) so notify the Pipeline Operator stating the identity of the Consumer and the basis for its belief; and

(c) where:

(i) a Pipeline User becomes the Registered User at a Supply Point in relation to which the Consumer is a Priority Consumer; or

(ii) the Pipeline Operator confirms pursuant to Clause 10.2 that a Consumer in relation to which that Pipeline User is Registered User is a Priority Consumer;

notify that Consumer (in terms reasonably specified by the Pipeline Operator having regard to the terms of the Pipeline Operator's Licence) of the circumstances in which it need not comply with instructions to reduce or cease, or in which it may resume or increase, the consumption of gas in a Local Emergency.

10.2 Where the Pipeline Operator adds the name of a Consumer to the list described in Clause 4.1(a), it shall inform the Registered User in relation to that Consumer of such addition.

10.3 The Registered User shall promptly inform the Pipeline Operator if it becomes aware (and shall take reasonable steps to ensure that it does become aware) that the Consumer at a Priority Supply Point ceases to satisfy the Priority Criteria.

10.4 Where the Pipeline Operator removes the name of a Consumer from the list described in Clause 4.1(a), it shall inform the Pipeline User that is the Registered User in relation to that Consumer of such removal.

10.5 Where the Pipeline Operator informs a Pipeline User that a Consumer in relation to which that Pipeline User is the Registered User has been removed from the list described in Clause 4.1(a), that Pipeline User shall notify the Consumer of the change to the circumstances in which it may reduce, cease, resume or increase the consumption of gas in a Local Emergency.

10.6 Each Pipeline User shall (subject to the other requirements of this Part I), in respect of each Priority Supply Point of which it is the Registered User, provide to the Pipeline Operator the name and/or title of one representative of the Consumer, together with a telephone number by means of which the Pipeline Operator may contact such representative during normal working hours on a Business Day.

10.7 A Pipeline User may not designate a Priority Supply Point as Interruptible except as otherwise set out in the Priority Criteria.

## 11 **Obligations in a Local Emergency**

11.1 Where a Local Emergency arises the Pipeline Operator will:

(a) inform Pipeline Users, in accordance with the Local Emergency Procedures as soon as reasonably practicable, of the commencement of the Local Emergency and (in so far as reasonably practicable) of the nature, extent and expected duration thereof;

(b) thereafter keep Pipeline Users reasonably informed as to material changes to the information provided under paragraph (a) and material developments in respect of the Local Emergency;

(c) inform Pipeline Users as soon as reasonably practicable when the Pipeline Operator has determined that the Local Emergency is no longer continuing.

11.2 Upon being informed of a Local Emergency, a Pipeline User shall brief all relevant personnel (as defined in Clause 6.2) as to the existence and nature of the Local Emergency.

11.3 During a Local Emergency each Pipeline User is required:

(a) to comply with the Local Emergency Procedures in so far as applicable to the Pipeline User in the circumstances;

(b) to comply (in so far as applicable) with the requirement to take Emergency Steps in relation to the delivery and offtake of gas to and from the Pipeline;

(c) to cooperate with the Pipeline Operator, to the extent within the Pipeline User's power (and without thereby rendering the Pipeline User unable to comply with any requirement to take Emergency Steps itself) so as to enable the Pipeline Operator to take Emergency Steps in accordance with the Local Emergency Procedures; and

(d) in so doing to comply with the Pipeline Operator's instructions and requests (made for the purposes of paragraphs (a) (b) and (c)) as soon as reasonably practicable.

11.4 Where there is any conflict between any requirements under this Part I or the Local Emergency Procedures as to anything to be done by a Pipeline User, the Pipeline Operator may decide which requirement is to prevail and will inform the relevant Pipeline User of its decision, which decision will relieve the Pipeline User of any obligation under the Code to comply with the conflicting requirement.

11.5 Where Emergency Steps include the reduction or discontinuance of offtake of gas at Firm as well as Interruptible Supply Points such steps will (in so far as is practicable and as may be required by the Pipeline Operator's Licence) be applied in the following order:

(a) first, at Interruptible Supply Points (in so far as offtake has not already been interrupted at such points);

(b) secondly, at Large Firm Supply Points other than Priority Supply Points;

(c) thirdly, at all other Supply Points including Priority Supply Points.

11.6 In a Local Emergency, unless the Pipeline Operator instructs a Pipeline User otherwise, instructions to Consumers in relation to the reduction or discontinuance of offtake at Supply Points will be given by the Pipeline Operator except in the case of Interruptible Supply Points where instructions will be given by Pipeline Users.

11.7 Without prejudice to the Pipeline Operator's ability to take any Emergency Step, the Pipeline Operator may take steps physically to isolate any Large Firm Supply Point where the Consumer does not comply with any instruction given under Clause 11.6.

11.8 Pipeline Users acknowledge that in a Local Emergency their business interests will be subordinate to the need to take appropriate steps in accordance with this Part I.

## 12 Return to normal operation

12.1 The order in which during a Local Emergency offtake of gas at Supply Points is restored will (so far as is practicable and subject to any requirements in relation to Priority Supply Points) be the inverse of that under Clause 11.5.

## 13 Consequences of an Emergency or a Local Emergency

13.1 In respect of each Day or part of a Day during a Local Emergency or an Emergency the Pipeline Operator may by notice to Pipeline Users suspend the implementation (as respects all Pipeline Users) of:

(a) any provision of Parts C, D, E, F, G and J; and

(b) any other provision of the Code which the Pipeline Operator considers (in its reasonable opinion) it appropriate to suspend in the circumstances of an Emergency or Local Emergency.

13.2 The Pipeline Operator and Pipeline Users acknowledge that during a Local Emergency or Emergency it may be necessary for each of them to divert resources from other activities which may potentially result in a temporary impairment of their abilities subsequently to perform their respective obligations pursuant to the Code; and acknowledge that any such impairment resulting from such diversion of resources may be Force Majeure for the purposes of Part K.

## PART J - DELIVERY AND OFFTAKE OF GAS

1 **Delivery of gas into Pipeline**

1.1 Title and risk in gas delivered to the Pipeline at the Connection Point shall pass to the Pipeline Operator at the Connection Point.

1.2 Each Pipeline User warrants to the Pipeline Operator:

(a) that such Pipeline User will have title (at the point of delivery) to all gas delivered or tendered for delivery to the Pipeline at the Connection Point by that Pipeline User; and

(b) that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before delivery thereof to the Pipeline.

1.3 Each Pipeline User shall indemnify the Pipeline Operator and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against the Pipeline Operator in consequence of any breach of the warranties in Clause 1.2.

2 **Offtake from Pipeline**

2.1 The point of offtake in respect of each Supply Meter Point shall be the outlet of the customer control valve on the service pipe and in respect of a Downstream System Exit Point shall be the point agreed as such by the Pipeline Operator and the Downstream System Operator.

2.2 Title and (without prejudice to Clause 2.3) risk in gas offtaken from the Pipeline shall pass to the Pipeline User at the relevant point of offtake in accordance with Clause 2.1.

2.3 The Pipeline Operator warrants to each Pipeline User that the Pipeline Operator will have title (at the point of offtake) to all gas made available for offtake from the Pipeline by that Pipeline User, and that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before offtake thereof from the Pipeline.

2.4 The Pipeline Operator shall indemnify each Pipeline User and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against such Pipeline User in consequence of any breach of the warranty in Clause 2.3.

3 **Obligation of Pipeline Operator in relation to the availability of gas for offtake**

3.1 Subject to the provisions of the Code, the Pipeline Operator will make gas available for offtake by Pipeline Users from the Pipeline at the point of offtake (in accordance with Clause 2) in accordance with the requirements of Clause 4.1.

3.2 The Pipeline Operator shall not be in breach of its obligations pursuant to Clause 3.1 in the circumstances set out in Clause 3.3.

3.3 The circumstances referred to in Clause 3.2 are:

(a) Force Majeure as defined in Part K;

(b) where the Pipeline is affected by maintenance in accordance with Part H;

(c) in the event, of any steps taken in the context of an Emergency or Local Emergency, in accordance with Part I;

(d) in the event of failure of or defect in the Supply Meter Installation;

(e) where the Pipeline Operator is acting under any entitlement or obligation pursuant to the Act (including the Gas Code) or other Legal Requirement;

(f) in the event of a Registered User's Registered DM Capacity or DM Offtake Rate being exceeded or the occurrence of a threshold rate increase as referred to in Part CII;

(g) in the event of Siteworks pursuant to Part CV; and

(h) any other case provided in the Code in respect of which the Pipeline Operator is relieved from its obligations.

4 **Off-spec gas**

4.1 The gas made available for offtake will (subject to Clause 4.2) conform to the specification requirements set out in the UNC.

4.2 Where gas delivered to the Pipeline at the Connection Point does not comply with such specification requirements (**"off-spec gas"**) the Pipeline Operator shall not be liable to Pipeline Users for any such lack of compliance.

4.3 Pipeline Users acknowledge that the Pipeline Operator does not operate a compensation scheme in respect of off-spec gas, and that any compensation is to be sought from the Large Transporter pursuant to the UNC or from CSEP Users.

5 **Delivery of off-spec gas**

5.1 The UNC provides for certain payments to be made by the Large Transporter to CSEP Users where off-spec gas offtaken by CSEP Users at the CSEP causes the incurring of expenses, including by the Pipeline Operator in cleaning up the Pipeline.

5.2 Pipeline Users agree that they shall procure that such compensation shall (as provided in Clause 6) be passed on to the Pipeline Operator to the extent required to hold harmless the Pipeline Operator against any expenses incurred by the Pipeline Operator in cleaning up the Pipeline.

6 **Compensation for delivery of off-spec gas**

6.1 This Clause 6 applies where off-spec gas is offtaken from the Large Transporter System by the Pipeline User or by a CSEP User which is passed to the Pipeline User at the CSEP and delivered into the Pipeline.

6.2 The Pipeline User will (or will procure that the CSEP User(s) from whom it is acquiring gas at the CSEP will):

(a) comply with the provisions of Section J3.4.5 of the UNC;

(b) pay over to the Pipeline Operator forthwith such proportion of all amounts payable by the Large Transporter to the Pipeline User (or to the relevant CSEP User) under Section J3.3.4 of the UNC as relates to the Pipeline.

6.3 The Pipeline User agrees to indemnify the Pipeline Operator for all reasonable costs and expenses incurred by the Pipeline Operator:

(a) in clearing or cleaning any part of the Pipeline;

(b) in taking reasonable measures to secure that the Pipeline can be operated in accordance with applicable Legal Requirements notwithstanding the offtake or continued offtake of such off-spec gas.

7 **Failure to make gas available for offtake**

7.1 Clauses 7 and 8 apply where the Pipeline Operator is or has been in breach of its obligation to make gas available for off-take from the Pipeline at a Supply Point.

7.2 For the avoidance of doubt, in accordance with Part K 31.4, the Pipeline Operator shall not be in breach of its obligation to make gas available for off-take from the Pipeline where gas is not delivered to the Connection Point for any reason beyond the Pipeline Operator's reasonable control.

8 **Compensation for failure to make gas available**

8.1 Pipeline Users acknowledge that the Pipeline Operator is required to make payments to certain Consumers (which payments may be made to the relevant Pipeline User for onward transmission to Consumers via the relevant Supplier) as set out in the Gas (Standards of Performance) Regulations 2001 (as amended) and that accordingly such payments are not set out in this Code.

9 **Pipeline User offtake obligations: DM Supply Point**

9.1 A Pipeline User is not entitled to offtake gas from the Pipeline at a DM Supply Point at a rate which exceeds the DM Offtake Rate, and shall take all reasonable steps to ensure that gas is not offtaken at such a rate.

9.2 Where:

(a) the Pipeline Operator believes on reasonable grounds that gas is being or will be offtaken from the Pipeline at a DM Supply Point at a rate which exceeds the DM Offtake Rate; and

(b) in the Pipeline Operator's reasonable judgment the security of the Pipeline may be prejudiced as a result,

the Pipeline Operator may take any steps available to it to secure the required reduction in the rate of or the discontinuance of the offtake of gas from the Pipeline at the Supply Point.

9.3 The steps referred to in Clause 9.2 include the disconnection of the relevant premises; but (without prejudice to any provisions of the Gas Code) the Pipeline Operator will endeavour not to take this step where alternative steps are available and adequate in the circumstances.

9.4 The Pipeline Operator will not be obliged under any provision of the Code to make gas available for offtake from the Pipeline by a Pipeline User at a DM Supply Point:

(a) at any time, at a rate which exceeds the DM Offtake Rate for that Supply Point;

(b) on any Day, in a quantity which exceeds the Pipeline User's Registered DM Capacity.

10 **Antifluctuators, etc**

10.1 Each Pipeline User shall as soon as reasonably practicable notify the Pipeline Operator if such Pipeline User becomes aware in relation to any Supply Meter Point of which it is the Registered User:

(a) that any requirement applying to the relevant Consumer under paragraph 17 of the Gas Code has not been or is not being complied with, or

(b) of circumstances in which the Pipeline Operator would be entitled to exercise its rights under paragraph 18 of the Gas Code.

10.2 Where pursuant to paragraph 17 of the Gas Code the Pipeline Operator seeks to give any notice to or exercise any other entitlement in relation to any Consumer the Registered User in respect of the relevant Supply Point agrees to extend reasonable co-operation to the Pipeline Operator so as to facilitate the exercise of such entitlements (and in particular but without limitation agrees if so requested to secure that there is conveyed on behalf of the Pipeline Operator to the relevant Consumer any communication to be given by the Pipeline Operator pursuant to such paragraph 17).

10.3 The Pipeline Operator will inform the Registered User before or as soon as reasonably practicable after giving any notice to or exercising any other entitlement in relation to any Consumer pursuant to paragraph 17 or 18 of the Gas Code.

10.4 Pipeline Users acknowledge that where there is an agreement in force between the Pipeline Operator and the Consumer or the Pipeline Operator and the Registered User in respect of a Supply Point that such agreement may provide for additional terms in respect of the matters subject to paragraphs 17 and 18 of the Gas Code.

10.5 If so requested on reasonable grounds by the Pipeline Operator, the Registered User in respect of any Supply Point shall (within a reasonable period specified by the Pipeline Operator) make reasonable enquiries of the Consumer or Supplier with a view to ascertaining and obtaining reasonable evidence as to whether the requirements of paragraph 17 of the Gas Code are applicable or (where applicable) are being complied with, and inform the Pipeline Operator of the outcome of such enquiries; and where the Registered User fails so to make reasonable enquiries or inform the Pipeline Operator of such outcome within such period the Pipeline User shall reimburse to the Pipeline Operator any expenses reasonably incurred by the Pipeline Operator in ascertaining any such matter itself (including without limitation any expenses paid by the Pipeline Operator pursuant to paragraph 17(6) of the Gas Code).

## PART K - GENERAL

### 1 Pipeline User Admission requirements

1.1 In order to become a Pipeline User a person (the **"Applicant User"**) must:

(a) satisfy or secure satisfaction of the requirements in Clause 1.2; and

(b) accede to the Framework Agreement and thereby agree to be bound by the Code.

1.2 The requirements referred to in Clause 1.1(a) are as follows:

(a) the Applicant User shall have applied to the Pipeline Operator in such form as the Pipeline Operator may from time to time prescribe, giving the following details:

(i) the name of the Applicant User;

(ii) the legal nature of the Applicant User, and where the Applicant User is not a company incorporated under the Companies Act 1985 (as amended), such further information concerning the constitution of the Applicant User as the Pipeline Operator may reasonably require;

(iii) the address and telephone and facsimile numbers of the Applicant User, and the individual for whose attention notice is to be marked, for the purposes of notices under Part K;

(iv) where the Applicant User is not a company incorporated under the Companies Act 1985 (as amended), an address for service in accordance with Part K39;

(b) either:

(i) a Shipper's Licence shall have been granted to the Applicant User which is in force and in respect of which no notice of revocation has been given, and the Applicant User shall have provided a copy of such licence to the Pipeline Operator; or

(ii) a Shipper's Licence shall be treated as having been granted to the Applicant User pursuant to a scheme made under paragraph 15 or 16 of Schedule 5 to the Gas Act 1995;

(c) the Applicant User shall have provided the emergency contact details required under Part I.

(d) the Applicant User shall have obtained from the Pipeline Operator one or more copies of the Code and such other documents referred to in the Code or the Framework Agreement as the Pipeline Operator shall from time to time prescribe for the purposes of this paragraph (d);

(e) the Applicant User shall have warranted to the Pipeline Operator that there is in force a transportation arrangement between it and the Upstream System Operator pursuant to the Upstream System Operator's Network Code.

### 2 Admission of User

2.1 The Applicant User will become a Pipeline User with effect from the Day (**"User Accession Date"**) which is 3 Business Days after satisfaction of the last of the requirements under Clauses 1.1 and 1.2 to be satisfied.

2.2 Upon the Applicant User's becoming a Pipeline User pursuant to Clause 2.1 the Pipeline Operator will so notify:

(a) the Applicant User, specifying:

(i) the Pipeline Operator's notice details for the purposes of Part K; and

(ii) the names of all other Pipeline Users and their prevailing notice details in accordance with Part K;

(b) all other Pipeline Users as soon as reasonably practicable thereafter, specifying the name of the Applicant User, its notice details provided under Clause 1.2(a)(iii) and the User Accession Date.

3 **Restricted authorisation of Pipeline User**

3.1 Where the Shipper's Licence held by a Pipeline User limits or restricts the premises to which the Pipeline User may arrange for the conveyance of gas by the Pipeline or in any other way limits or restricts the activities which the Pipeline User is authorised to carry on:

(a) the Pipeline User shall be solely responsible for compliance with such limit or restrictions and (subject to paragraph (b)) the Pipeline Operator shall not in the implementation of the Code as respects such Pipeline User be concerned with such limit or restriction; but

(b) the Pipeline Operator shall be at liberty in its discretion to (but shall not be required to) withhold from the Pipeline User any right or entitlement pursuant to the Code so as to give effect to such limit or restriction.

4 **Single User admission**

4.1 Unless expressly otherwise provided in the Code or agreed by the Pipeline Operator, a person may only be one Pipeline User, and accordingly a person who is for the time being a Pipeline User may not make a further application to be admitted as a Pipeline User.

5 **Discontinuing Users**

5.1 A Pipeline User may cease to be a Pipeline User pursuant to Clauses 6 or 7; and for the purposes of the Code a **"Discontinuing User"** is a Pipeline User who so ceases to be a Pipeline User and the **"User Discontinuance Date"** is the date with effect from which (in accordance with Clause 6 or 7) a Discontinuing User ceases to be a Pipeline User.

5.2 Upon a Pipeline User's ceasing to be a Pipeline User (save as provided in the Code), the Framework Agreement shall cease to bind the Discontinuing User and (as respects the Discontinuing User) the Pipeline Operator.

5.3 The Pipeline Operator will as soon as reasonably practicable after the User Discontinuance Date notify all other Pipeline Users of a Pipeline User's ceasing to be a Pipeline User.

6 **Voluntary discontinuance**

6.1 A Pipeline User may at any time by giving notice (**"Discontinuance Notice"**) to the Pipeline Operator apply to cease to be a Pipeline User.

6.2 A Pipeline User may not cease to be a Pipeline User under this Clause 6 until such time as:

(a) all amounts payable or (other than in respect of any recurrent charge becoming payable by reason only of the lapse of time after the date on which the last of the other requirements of this Clause 6.2 is satisfied) which may become payable by the Pipeline User to the Pipeline Operator pursuant to any provision of the Code or the Framework Agreement have been paid in full;

(b) the Pipeline User is not the Registered User in respect of any Supply Point;

(c) any outstanding breach, capable of remedy and of which the Pipeline Operator has given notice to the Pipeline User, by the Pipeline User of any provision of the Code or the Framework Agreement shall have been remedied.

6.3 Where a Pipeline User has given notice under Clause 6.1:

(a) the Pipeline User and the Pipeline Operator shall remain bound by the Code and the Framework Agreement to which the Pipeline User is party until the requirements of Clause 6.2 are satisfied;

(b) the Capacity which the Pipeline User is registered as holding shall not be reduced or cancelled other than in accordance with the relevant provisions of the Code (and the Pipeline User will remain liable for payment of Transportation Charges in respect thereof but may elect to make prepayment thereof).

6.4 Where a Pipeline User has given notice under Clause 6.1, after the satisfaction of the last of the requirements of Clause 6.2 to be satisfied:

(a) with effect from the 5th Business Day following such satisfaction, the Pipeline User will cease to be a Pipeline User;

(b) without prejudice to Clause 6.5, the Pipeline Operator will as soon as reasonably practicable (and where possible before such date) inform the Pipeline User of the date on which it ceases to be a Pipeline User under paragraph (a).

6.5 Notwithstanding Clause 6.4, without prejudice to Clause 6.3(a), the Pipeline Operator or (as the case may be) the Discontinuing User shall remain liable, subject to and in accordance with the Code, to the other and (in the case of the Discontinuing User, subject to Clause 26.1) to each other Pipeline User, after the User Discontinuance Date:

(a) for any amount which was or becomes payable under the Code in respect of any period before the User Discontinuance Date; and

(b) in respect of any outstanding breach of any provision of the Code, or the Framework Agreement where such breach was not (for the purposes of Clause 6.2(c)) capable of remedy or (notwithstanding that Clause) was capable of remedy but was not remedied.

## 7 Termination

7.1 For the purposes of this Clause 7 there shall have occurred a **"User Default"** in relation to a User (the **"Defaulting User"**) in any of the following events or circumstances:

(a) where in relation to any payment which has become due for payment by the Defaulting User under the Code (excluding for the avoidance of doubt amounts the subject of an Invoice Query which have not become due for payment) the Defaulting User has not paid the amount in full by the fifteenth (15th) Business Day after the due date for payment; or

(b) where the Defaulting User is in material breach of a material provision of the Code which (if capable of remedy) has not been remedied within 14 Days of notice from the Pipeline Operator to do so;

(c) where:

(i) the Defaulting User is unable to pay its debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986, but subject to Clause 7.2), or any voluntary arrangement is proposed in relation to it under Section 1 of that Act or it enters into any composition or scheme of

arrangement (other than for the purpose of a bona fide solvency reconstruction or amalgamation); or

(ii) the Defaulting User has a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or

(iii) the Defaulting User has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it; or

(iv) the Defaulting User passes any resolution for winding-up (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or

(v) the Defaulting User becomes subject to an order by the High Court for winding-up; or

(vi) the Defaulting User becomes subject to a bankruptcy order; or

(vii) the Defaulting User becomes subject to an event made in a jurisdiction outside of England and Wales equivalent or analogous to any one or more of those events listed in paragraphs (i) to (vi) above;

(d) where the Shipper's Licence granted to the Defaulting User is determined or revoked or otherwise ceases to be in force for any reason whatsoever, or such licence is assigned unless such assignment is contemporaneous with an assignment by the Pipeline User of all its rights and obligations under the Code and the Framework Agreement in accordance with Clause 19;

(e) where the Pipeline Operator becomes aware that there is not in force in respect of the Pipeline User either a transportation arrangement with the Upstream System Operator pursuant to the Upstream System Operator's Network Code or an arrangement with an Upstream System User for the delivery of gas at the Connection Point.

7.2 For the purposes of Clause 7.1(c)(i), the Defaulting User shall not be deemed to be unable to pay its debts for the purposes of that paragraph if any such demand as is mentioned in Section 123(1)(a) of the Insolvency Act 1986 is being contested in good faith by the Defaulting User with recourse to all appropriate measures and procedures.

7.3 Upon the occurrence of a User Default, and at any time after such occurrence at which the User Default is continuing, the Pipeline Operator may give notice (**"Termination Notice"**) to the Defaulting User to the effect that the Pipeline User shall cease to be a Pipeline User with effect from the date (which may be any date on or after the date on which the notice is given) specified in the notice.

7.4 Where the Pipeline Operator gives Termination Notice to a Defaulting User, with effect from the date specified in the notice, the Pipeline User will cease to be a Pipeline User and Clause 5.2 shall apply.

7.5 The giving of a Termination Notice and the application of Clause 7.4 shall not affect the rights and obligations of the Pipeline Operator and the Defaulting User under the Code, the Framework Agreement and any Ancillary Agreement (including rights and obligations in respect of the User Default, and in respect of amounts including interest payable by either Party, and rights and obligations arising pursuant to any provision of the Code in respect of the Pipeline User's ceasing to be a Pipeline User) accrued up to the date referred to in Clause 7.4, which shall continue to be enforceable notwithstanding that Clause.

7.6 Where the Pipeline Operator has given a Termination Notice it shall be entitled to inform such persons as it thinks fit that it has done so, including the Upstream System Operator and the Supplier and Consumer in relation to any Supply Point of which the Defaulting User was Registered User.

## 8 Expert determination

8.1 A dispute which is to be referred to or resolved by an expert (**"Expert Determination"**) shall be determined by a person appointed as expert in accordance with Clauses 8 to 17.

8.2 No person shall be nominated as a proposed expert under Clauses 9.2 or 9.3 unless that person has the requisite qualifications to resolve a dispute referable under the Code to Expert Determination by virtue of his education, experience and training.

8.3 For the purposes of this Part K:

(a) a **"dispute"** is any dispute or difference arising between the Pipeline Operator and any Pipeline User or Pipeline Users under or in connection with the Code or the Framework Agreement or any Ancillary Agreement;

(b) in respect of any dispute **"parties"** means the Pipeline Operator and the Pipeline User or Pipeline Users party to such dispute, and "party" shall be construed accordingly.

8.4 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 subject to Clause 8.5 no party shall commence proceedings in any court in respect of or otherwise in connection with such dispute.

8.5 Nothing in this Clause shall prevent any party from seeking interim or interlocutory relief in any court.

## 9 Initial notice and selection of expert

9.1 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 Clause 9.2.

9.2 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.

9.3 Within 5 Business Days after any notice under Clause 9.2 was given, each party (other than the party giving such notice) shall by notice to each other party nominate four persons as proposed experts.

9.4 The parties shall endeavour within 10 Business Days after the notice under Clause 9.1 was given to agree upon the selection of an expert, and may meet for this purpose.

9.5 If within 10 Business Days after the notice under Clause 9.1 was given the parties shall not have agreed upon the selection of an expert, any of the parties may request the President for the time being of the Law Society to select an expert.

## 10 Appointment of the Expert

10.1 Upon the selection under Clause 9 or 10 of an expert, the parties shall forthwith notify the expert selected of his selection and request him to confirm within 5 Business Days whether or not he is willing and able to accept the appointment.

10.2 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 provide the confirmation required under Clause 13;

(c) a request for confirmation of the expert's scale of fees;

(d) a statement that the expert's fee and expenses will be paid as provided in Clause 15;

(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 Clauses 8 to 17, and

(g) a request for confirmation that the expert is able and willing to act in accordance with the procedure set out herein.

10.3 If the selected expert is unwilling or unable to accept the appointment, or shall not have confirmed his willingness and ability to accept such appointment within the period required under Clause 10.1, or the amount of his remuneration or terms of his appointment are not agreed within the period required under Clause 10.4, 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 Clause 9.5.

10.4 The parties shall use their best endeavours to ensure that the terms of the contract of appointment of the expert are agreed with him within 10 Business Days following his confirmation of ability and willingness to act, and agree that if the parties are unable to agree with the expert the amount of his 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 Clause 10.3.

10.5 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.

10.6 The expert shall not act as an arbitrator (and accordingly the provisions of the Arbitration Act 1996 shall not apply) nor as mediator.

11 **Timetable and Procedure**

11.1 No later than 5 Business Days following his appointment, the expert shall by giving reasonable notice to each party convene a meeting with the parties at which he shall raise any matters upon which he requires clarification and discuss with the parties any additional procedural requirements he or they may have.

11.2 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.

11.3 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 Clause 11.2.

11.4 The expert shall disregard any documentation, information, data or submissions supplied or made (other than pursuant to Clause 11.9) by any party later than 20 Business Days after his appointment unless the same are provided in response to a request from the expert.

11.5 If the expert shall wish to obtain independent professional and/or technical advice in connection with the dispute:

(a) he shall first provide the parties with details of the name, organisation and estimated fees of the professional or technical adviser; and

(b) he 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 he may reasonably require.

11.6 The expert may at his 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.

11.7 At any time after the period referred to in Clause 11.3 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.

11.8 The expert shall provide a draft of his determination, which shall be a report in writing giving reasons for the determination, to the parties not later than 35 Business Days following his appointment.

11.9 Each party may, within 10 Business Days following delivery of the draft determination, submit to the expert any documentation, information, data, submissions or comments on or in respect of the draft determination.

11.10 The expert shall submit his final determination, which shall be a report in writing giving reasons for his determination of the dispute, to the parties not later than 50 Business Days following his appointment.

11.11 If the expert fails to submit the final determination by the time required under Clause 11.10, at the request of any party another expert may be appointed in accordance with the provisions of Clauses 8 to 17 and the appointment of the previous expert shall cease unless before the appointment of the new expert, the previous expert shall have submitted his final determination hereunder, in which case the new expert shall be forthwith informed that his services will not be required.

## 12 **Effect of determination**

12.1 The expert's final determination shall (unless given after the appointment of another expert under Clause 11.11) 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 Clauses 8 to 17.

12.2 Except as provided in Clause 12.1, no party shall commence proceedings in respect of or refer to any court any finding by the expert, whether made at any time after his appointment or in his determination, as to the dispute or the construction of or otherwise in respect of the Code or any Ancillary Agreement.

13 **Conflict of interest**

13.1 The expert shall confirm to the parties before his appointment that he does not hold any interest or duty which would or potentially would conflict with the performance of his duties under his contract with the parties.

13.2 If after his appointment the expert becomes aware of any interest or duty which conflicts or potentially conflicts with the performance of his duties under his contract with the parties, the expert shall inform the parties forthwith of such conflict giving full details thereof.

13.3 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 Clauses 8 to 17 (and the rejected expert shall not be nominated for such selection).

14 **Confidentiality**

14.1 The parties and the expert shall keep the fact that the Expert Determination is taking place and its outcome confidential.

14.2 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 Part K from commencing.

15 **Costs**

15.1 Each party shall bear its own costs including costs of providing documentation, information, data, submissions or comments under Clauses 8 to 17 and all costs and expenses of all witnesses and other persons retained by it.

15.2 The expert shall provide the parties with a breakdown of:

(a) his fees;

(b) his reasonable expenses, including the fees of and reasonable expenses incurred by any technical or professional advisers.

15.3 The expert's fees and expenses under Clause 15.2 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 his 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.

15.4 If the terms of the expert's appointment provide for the payment of his 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 Clause 15.3.

16 **Miscellaneous**

16.1 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.

17 **Communications**

17.1 Except where otherwise provided in Clauses 8 to 17 any notice, submission, statement or other communication relating to any dispute to be given pursuant to Clauses 8 to 17 by or to any party an expert or a Pipeline User shall be in writing and may not be given as a System Communication.

17.2 Where two or more Pipeline 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).

17.3 For the purposes of any limit under Clauses 8 to 17 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.

18 **Suppliers and Consumers**

18.1 Where:

(a) the Code provides for the Pipeline Operator to do anything at or affecting any Supply Point Premises or the offtake of gas from the Pipeline at any Supply Point;

(b) in doing that thing the Pipeline Operator complies with the requirements of the Code and any other agreement with the Pipeline User, Supplier or Consumer in relation thereto, does not act unlawfully and is not negligent; and

(c) by reason of the Pipeline Operator's doing that thing the Consumer or Supplier suffers loss or damage or claims to have done so or otherwise makes any claim or complaint or brings any action or proceeding against the Pipeline Operator (other than pursuant to a contract between the Pipeline Operator and such Consumer or Supplier)

the Pipeline User or each Pipeline User which is (at the time at which the Pipeline Operator does such thing) the Registered User in respect of the relevant Supply Point shall indemnify the Pipeline Operator and hold it harmless against any liability to such Consumer or Supplier in respect of any such loss damage, claim, complaint, action or proceeding, and all costs and expenses incurred in connection therewith.

18.2 Nothing in the Code or the Framework Agreement or (except as may be expressly provided therein) an Ancillary Agreement shall be construed as imposing upon the Pipeline Operator any obligation or duty to or enforceable by a Consumer or a Supplier; and no Pipeline User shall make any commitment to any Supplier or Consumer binding on or purporting to bind the Pipeline Operator.

18.3 Nothing in the Code the Framework Agreement or any Ancillary Agreement shall prevent the Pipeline Operator from exercising any right or remedy which it may have against a Consumer or Supplier at law or pursuant to the Act or otherwise.

18.4 Where a Pipeline User receives a distributed payment for consumer compensation it will relay the distributed payment to the Supplier, or in the absence of any Supplier direct to the end consumer, within 10 working days of receipt of the distributed payment

19 **Assignment**

19.1 Subject to Clause 19.4 a Party may assign its rights under the Code, the Framework Agreement and any Ancillary Agreement:

(a) to a 33⅓ % 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 Clause 19.5, with the prior agreement in writing of each relevant other Party, which shall not unreasonably be withheld, to any person.

19.2 For the purpose of this Clause 19.2 a relevant other Party is:

(a) where the assigning Party is the Pipeline Operator, each other Pipeline User

(b) where the assigning Party is a Pipeline User, the Pipeline Operator.

19.3 Except as provided in Clause 19.1, a Party shall not assign or transfer and shall not purport to assign or transfer any of its rights or obligations under the Code the Framework Agreement or (except as may be expressly permitted thereby) any Ancillary Agreement.

19.4 No assignment shall be made to a person unless:

(a) where the assigning Party is the Pipeline Operator, that person holds a Gas Transporter's Licence;

(b) where the assigning Party is a Pipeline User, that person holds a Shipper's Licence and has complied with the other requirements with which (if the person were an Applicant User) it would be required under Clause 1 to comply.

19.5 Where a Party assigns its rights under the Code the Framework Agreement and any Ancillary Agreement to a person (including a 33⅓ % Affiliate) pursuant to Clause 19.1(b);

(a) it shall be a condition precedent to such assignment that such person shall enter into an agreement with each relevant other Party consenting to be bound by the Code, the Framework Agreement 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.

19.6 A reference in the Code the Framework Agreement or any Ancillary Agreement to any Party shall include a reference to that Party's successors and assigns.

## 20 **Waiver**

20.1 No delay by or omission of any Party in exercising any right, power, privilege or remedy under the Code, the Framework Agreement or any Ancillary Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

20.2 Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

## 21 **Severance**

21.1 If any provision of the Code, the Framework Agreement or any Ancillary 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 the Framework Agreement or any Ancillary Agreement, which shall continue in full force and effect notwithstanding the same.

## 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 not:

(a) disclosed to any person other than (strictly in accordance with Clause 24) the Permitted Categories;

(b) used by it for any purpose other than the Permitted Purpose.

23.2 For the purposes of the Pipeline Operator's obligations under Clause 23.1:

(a) **"Protected Information"** means 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. When the Pipeline Operator or User sends such data by email or they must use password protection as detailed in the IGT UNC Ancillary Document “Password Protection Protocols”;

(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 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:

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

(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;

(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:

(a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has consented in writing;

(b) to any Protected Information which;

(i) before it is obtained by the Disclosing Party is in the public domain; or

(ii) after it is obtained by the Disclosing Party enters the public domain,

in either case otherwise than as a result of a breach by the Disclosing Party of its obligations under Clause 23.1;

(c) to the disclosure of any Protected Information to any person if and to the extent that the Disclosing Party is required to make such disclosure to such person;

(i) in compliance with the duties of the Disclosing Party under the Act or any other requirement of a Competent Authority; or

(ii) in compliance with the conditions of the Pipeline Operator 's Licence or (as the case may be) Shipper's Licence held by the Disclosing Party or any document referred to in such licence with which the Disclosing Party is required by virtue of the Act or such licence to comply; or

(iii) in compliance with any other Legal Requirement; or

(iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or

(v) pursuant to any provision of Clauses 8 to 17 or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the Disclosing Party; or

(d) to any Protected Information to the extent that the Disclosing Party is expressly permitted or required to disclose that information under the terms of any agreement or arrangement made with the Protected Party or to which it is party (including the Code, the Framework Agreement and any Ancillary Agreement to which the Protected Party is party);

(e) to the disclosure of Protected Information to any lending or other financial institution proposing to provide or arrange the provision of finance to the Disclosing Party, where and to the extent that the disclosure of such information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the information is disclosed undertakes in writing to and in terms reasonably satisfactory to the Protected Party to maintain the confidentiality of such information;

(f) to the disclosure of any Protected Information to the Authority, where the Disclosing Party considers in good faith that the Protected Party may be in breach of a condition of the Pipeline Operator's Licence or (as the case may be) the Shipper's Licence, to the extent reasonably necessary to draw such possible breach to the attention of the Authority;

(g) to any person pursuant to the Modification Rules;

(h) to the disclosure of any Protected Information to any person proposing to make a connection directly or indirectly to the Pipeline where and to the extent that the disclosure of such information is reasonably required for the purposes of supporting the Pipeline Operator's charges or requirement to allow such proposed connection to the Pipeline to be made and provided that the person to whom the information is to be disclosed is informed in writing of the confidentiality of such information and that prior to disclosure such person has entered into a confidentiality agreement with the Pipeline Operator which prohibits use or disclosure of such Protected Information in terms no less onerous than those contained in Clauses 23 and 24;

(i) to an Upstream System Operator or Downstream System Operator to the extent required to enable such Operator to fulfil its Gas Transporter Licence requirements, the requirements of its Network Code or its duties under any Legal Requirement.

(j) The CDSP are authorised to disclose the following data items: Supply Meter Point Reference Number, supply point address, Meter Post Code, supplier, meter mechanism, network operator, meter capacity, meter serial number, Annual Quantity, Local Distribution Zone to a Price Comparison Website where the Price Comparison Website has received consent from the domestic consumer associated with the Supply Point and where they have entered into confidentiality and service agreements (on terms no less onerous than those in paragraph 23) and reasonable access conditions.

(i) The CDSP shall, by 31 March each year, produce a report to identify the service recipients who have signed up to the confidentiality and service agreements;

(ii) "**Price Comparison Website**" (PCW) shall mean an internet-based price comparison service or other internet based TPI that provides comparisons between, and/or access to, personalized quotes for retail energy to domestic customers, and may carry out, on behalf of the domestic customer an instruction to change the domestic customer's retail energy supplier, tariff or both;

(iii) "**Third Party Intermediary**" (TPI) shall mean an organisation or individual acting as a third party intermediary between a domestic customer and a retail energy supplier.

(k) to the Performance Assurance Framework Administrator provided:

(i) the terms of the relevant PAFA Contract require the Performance Assurance Framework Administrator to maintain the confidentiality of such information on terms no less onerous than those of paragraph 23.2 or 23.3, save to the extent disclosure of such information is necessary to comply with the terms of the PAFA Contract; or

(ii) disclosure of such information shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC.

(l) The CDSP are authorised to disclose the following data items: Supply Meter Point Reference Number, supply point address, Meter Post Code, Current Supplier id, meter mechanism code, meter capacity, meter serial number, Annual Quantity, Local Distribution Zone to a Supplier where the Supplier has received consent from the domestic consumer associated with the Supply Point and where they have entered into confidentiality and service agreements (on terms no less onerous than those in paragraph 23) and reasonable access conditions.

(i) The CDSP shall, by 31 March each year, produce a report to identify the Suppliers who have signed up to the confidentiality and service agreements;

(m) To a person appointed pursuant to the SPAA to provide Theft Risk Assessment Service whereby such disclosure shall be in accordance with paragraph 5.5.3(l) of Section V of the UNC.

(n) To the disclosure of information to the Alt Han Company (AltHanCo) whereby such disclosure shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC.

(o) To the disclosure of information to a Meter Asset Provider whereby such disclosure shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC or paragraph 23.9 of this Part K.

(p) To the disclosure of information to an electricity system operator, as the holder of an "Electricity Transmission Licence" (as defined in Section 6(b) in the Electricity Act 1989), to allow it to fulfil its licence obligations, whereby such disclosure shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC.

24.4 The provisions of Clauses 23 to 24.3 shall continue, for a period of 3 years after the User Discontinuance Date, to bind a Discontinuing User and (as respects the Discontinuing User) the Pipeline Operator and each other Pipeline User, notwithstanding that the Discontinuing User has ceased to be a Pipeline User and irrespective of the reason for such cessation.

24.5 Nothing in the Code, the Framework Agreement or any Ancillary Agreement shall be construed as requiring the Pipeline Operator to disclose or use any information in breach of any requirement of the Pipeline Operator Licence.

**24.6 Data Permissions Matrix**

24.6.1 Nothing in Clause 23.1 shall apply to the disclosure of Protected Information by the CDSP in accordance with the provisions of the Data Permissions Matrix. In the event of an inconsistency between the provisions of Clause 23 or Clause 24 of this Part K and the Data Permissions Matrix, the Data Permissions Matrix will take precedent.

24.6.2 For the avoidance of doubt, a Modification is required to add a new User type (e.g. Supplier, Price Comparison Website etc.) to the Data Permissions Matrix.

## 25 Data ownership

25.1 Subject to Clause 25.2(a) the data, including metering data, which is

(a) processed by or recorded or maintained on the Computer System or any other computer system of the Pipeline Operator; and

(b) processed by, or recorded or maintained on any computer system of, a third party on behalf of the Pipeline Operator

(including all intellectual property rights in such data) shall belong to the Pipeline Operator; and subject to Clause 25.2(b) the Pipeline Operator may, but without prejudice to Clause 23 or any other requirement of the Code, use and deal with such data as it thinks fit.

25.2 Where pursuant to the Code a Pipeline User provides or arranges for the provision of data to the Pipeline Operator:

(a) such data (as provided to the Pipeline Operator by the Pipeline User) shall belong to the Pipeline User:

(b) the Pipeline User hereby grants to the Pipeline Operator a perpetual, non-exclusive, royalty-free licence (which shall survive the User Discontinuance Date) in respect of such data and all intellectual rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of the Code and for other purposes contemplated by the Code, but not otherwise:

(c) Clause 25.1 shall apply in respect of data derived (pursuant to any process) by the Pipeline Operator from such data and in all compilations created by or on behalf of the Pipeline Operator of such data.

25.3 Where pursuant to the Code the Pipeline Operator provides data to a Pipeline User or data which is recorded or maintained on the Computer System is available to a Pipeline User, the Pipeline User shall (but without prejudice to Clause 25.2) be entitled without charge to use such data for the purposes of performance and implementation of the Code, and for other purposes contemplated by the Code, but not otherwise.

## 26 Liability

26.1 Except where the Code expressly provides otherwise or disapplies this Clause 26.1 or as may be provided in an Ancillary Agreement, neither the Code nor the Framework Agreement nor any Ancillary Agreement creates contractual rights or liabilities between Pipeline Users inter se.

26.2 Subject to the further provisions of Clauses 26 to 30, each Party agrees and acknowledges that:

(a) no Party shall be liable to any other Party for loss arising from any breach of the Code the Framework Agreement or an Ancillary Agreement other than (but without prejudice to any other provision of the Code or an Ancillary Agreement which excludes or limits liability in respect of any breach) for loss directly resulting from such breach and which at the relevant date was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

(i) physical damage to the property of any other Party, and/or

(ii) the liability (in law) of any other such Party to any other person for loss in respect of physical damage to the property of such person;

(b) no Party shall in any circumstances be liable in respect of any breach of the Code the Framework Agreement or any Ancillary Agreement to any other Party for:

(i) any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, loss arising from business interruption of any person or increased cost of working;

(ii) any indirect or consequential loss; or

(iii) except as provided in Clauses 26.2(a)(ii) and 26.6, loss resulting from the liability of any other Party to any other person howsoever and whenever arising.

26.3 For the purpose of Clause 26.2(a) the **"relevant date"** is the date of accession by the Pipeline User except that where the breach in question would not have been a breach of the Code but for a modification (pursuant to the Modification Rules or the Pipeline Operator's Licence) of the Code, the relevant date shall be the date of such modification.

26.4 The amount or amounts for which a Party may be liable to any other Party or Parties pursuant to Clause 26.2(a) in respect of any one event or circumstance constituting or resulting in the first Party's breach of a provision of the Code, the Framework Agreement and/or any Ancillary Agreement shall not exceed:

(a) as respect the liability of the Pipeline Operator to any one Pipeline User or of any one Pipeline User to the Pipeline Operator £250,000;

(b) as respects the liability in aggregate of the Pipeline Operator to Pipeline Users collectively or of Pipeline Users collectively to the Pipeline Operator £1,000,000.

26.5 Clause 26.2 is without prejudice to any provision of the Code or any Ancillary Agreement which provides for any indemnity or which provides for any Party to make a payment to another.

26.6 Nothing in the Code or any Ancillary Agreement shall exclude or limit the liability of any Party for death or personal injury resulting from the negligence or such Party.

## 27 Exclusion of Certain Rights and Remedies

27.1 The rights and remedies of the Parties pursuant to the Code, the Framework Agreement and any Ancillary Agreement exclude and are in place of any rights or remedies of any Party in tort (including negligence and nuisance) or misrepresentation (save for those made fraudulently) in respect of the subject matter of the Code, the Framework Agreement and Ancillary Agreement and accordingly but without prejudice to Clauses 26.6 and 27.4 each Party (to the fullest extent permitted by law)

(a) waives any rights or remedies; and

(b) releases each other Party from any duties or liabilities

arising in tort or misrepresentation in respect of the subject matter of the Code, the Framework Agreement or such Ancillary Agreement.

27.2 Without prejudice to Clause 26.2 where any provision of the Code or any Ancillary Agreement provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of the Code, each Party agrees and acknowledges that the remedy conferred by such provision is exclusive of and is in substitution for any remedy in damages in respect of such breach or the event or circumstance giving rise thereto.

27.3 For the avoidance of doubt, nothing in Clauses 26 to 30 shall prevent any Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to the Code, the Framework Agreement or any Ancillary Agreement.

27.4 Nothing in Clauses 26 to 30 shall constitute a waiver by any Party of any right or remedy it may have (other than pursuant to the Code) in respect of a breach by any other Party of any Legal Requirement.

## 28 Effect of Clauses 26 to 30

28.1 Each provision of Clauses 26 to 30 shall be construed as a separate and severable contract term and shall as respects any Discontinuing User survive that Pipeline User's ceasing to be a Pipeline User.

28.2 Each Party acknowledges and agrees that the provisions of Clauses 26 to 30 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of the Framework Agreement.

## 29 Liquidated damages

29.1 Where any provision of the Code provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of the Code, each Party agrees and acknowledges that such provision has been the subject of discussion and negotiation, and that the amount provided to be payable represents no more than a genuine pre-estimate of the loss of the Party to which such amount is payable.

## 30 Indemnities

30.1 The amount or amounts for which a Party may be liable to any other Party or Parties pursuant to any indemnity provided for in the Code in respect of any one event or circumstance giving rise to liability under such indemnity shall not exceed:

(a) as respects the liability of the Pipeline Operator to any one Pipeline User or of any one Pipeline User to the Pipeline Operator £250,000;

(b) as respects the liability in aggregate of the Pipeline Operator to Pipeline Users collectively or of Pipeline Users collectively to the Pipeline Operator £1,000,000.

30.2 For the avoidance of doubt nothing in this Code shall make or be construed as making the Pipeline Operator liable for any loss of any nature (including any indirect or consequential loss) which occurs downstream of the Connection Point but which arises as a result of or is caused by the act or omission of any person in relation to any obligation owed by or to that person upstream of the Connection Point and which loss would but for that act or omission not have also been caused by a breach of the Code by the Pipeline Operator .

## 31 Meaning of Force Majeure

31.1 For the purposes of the Code, subject to Clause 31.2, **"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, including:

(a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;

(b) act of God;

(c) strike, lockout or other industrial disturbance;

(d) explosion, fault or failure of plant, equipment or other installations 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 Pipeline 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.

31.2 Inability (however caused) of a Party to pay shall not be Force Majeure.

31.3 The act or omission of:

(a) any agent or contractor of a Party; or

(b) in relation to a Pipeline User, the Upstream System Operator 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 Clause 31.1 if such person were the Affected Party.

31.4 For the avoidance of doubt, in respect of the Pipeline Operator, **"Force Majeure"** shall include the failure of delivery of gas to the Connection Point for any reason beyond the Pipeline Operator 's control (including any Excluded Offtake Circumstances).

## 32 Effect of Force Majeure

32.1 Subject to Clause 32.2 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.

32.2 The Affected Party shall be relieved from liability under Clause 32.1 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.

## 33 Information provision following a Force Majeure event

33.1 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.

## 34 Notices and communications

34.1 References in Clauses 34.1 and 34.3 to 34.5 to a notice are to any Code Communication or other notice or communication to be given by one Party to another under the Framework Agreement or an Ancillary Agreement, other than one which is given as a System Communication or by telephone.

34.2 Where the Pipeline Operator has in place a Manual, the particular means by which each Code Communication is to be given is set out in the Manual (subject to the provisions of the Pipeline Operator's Network Code) and except where the means by which a Code Communication is to be given is specified in the Code provided that where in any such case such means is not so specified, such Communication shall be given as a Conventional Notice.

34.3 Any notice shall be in writing and shall be addressed to the recipient Party and sent to the recipient Party's address or facsimile number referred to in Clause 34.4 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 and/or marked for such other attention as the recipient Party may from time to time specify by notice given in accordance with this Clause 34.1 to the Party giving the notice.

34.4 The initial address or facsimile number of a Party and representative for whose attention notices are to be marked shall be as specified by a Pipeline User pursuant to Clause 1 or by the Pipeline Operator pursuant to Clause 2.

34.5 Any notice shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or by facsimile and 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.

34.6 Subject to Clause 34.7, a Code Communication which is given after 24:00 hours, or such other time as may be specified in the Manual (if any) in respect of such Code Communication, on a Day may be deemed to have been received on the following Business Day.

34.7 Clause 34.6 does not apply in respect of:

(a) a communication to be made (in accordance with Part I) during an Emergency; or

(b) any other communication to be made by System 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.

34.8 Where any provision of the Code specifies any requirement to be complied with by any Party in respect of any specific Code Communication, such requirement shall be in addition to and (to the extent inconsistent) in substitution for the provisions of Clauses 34 to 36.

34.9 Where under any provision of the Code, a Code Communication may be given in the form of a computer disk, it shall be given by delivering or sending by post, such disk in accordance with Clauses 34.3 to 34.5 (and shall be treated for the purposes of Clause 34.3 as being in writing) but without prejudice to any procedure which the relevant Parties may agree for the purposes of ensuring that it is received in appropriately readable form.

## 35 **Communication by telephone**

35.1 For the purpose of enabling Code Communications to be given (where required or permitted to be so given) by telephone:

(a) the Pipeline Operator shall provide to each Pipeline User and each Pipeline User shall provide to the Pipeline Operator not more than 3 telephone numbers (or such other number as they may agree) 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 Pipeline Operator and each Pipeline User 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 Code Communication being given by telephone may be identified by the recipient as such; and/or

(ii) that such communications may be given securely without delay and effectively.

35.2 Where a Party seeking to give a Code 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 given except in accordance with Clause 34.5(c).

35.3 Unless otherwise agreed between the relevant Parties a telephone notice may not be given as a message recorded on a telephone answering device.

35.4 Where a Code Communication is given by telephone:

(a) the Pipeline Operator 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 Pipeline User (on the occasion or on a standing basis) of its intention to do so;

(b) the Code Communication shall be treated as given at the time at which the telephone communication is completed.

36 **Communication by other means**

36.1 Subject to Clause 36.2 the Pipeline Operator and any Pipeline User may agree to send and receive notices by means other than those specified in Clauses 34 and 35.

36.2 Any such means of communication must be capable of being audited, and the Pipeline Operator and the relevant Pipeline User shall agree on such auditing procedures as may be reasonable and appropriate.

36.3 The means by which Pipeline Users may obtain information pursuant to the Incident Procedure shall be as set out therein.

37 **Language**

37.1 Every Code Communication, and every notice or other communication to be given by one Party to another under the Framework Agreement, shall be in the English language.

38 **Governing law**

38.1 The Code and the Framework Agreement shall be governed by, and construed in all respects in accordance with, English law.

39 **Jurisdiction**

39.1 Subject and without prejudice to the provisions of Clauses 8 to 17 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, the Framework Agreement and any Ancillary Agreement and that accordingly any suit, action, proceeding (collectively "proceedings") arising out of or in connection with the Code and the Framework Agreement and any Ancillary Agreement may be brought in such courts.

39.2 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 Clause 39.1 and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement 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.

39.3 Any Party which is not a company incorporated under the Companies Act 1985 shall provide to the Pipeline Operator an address in England or Wales for service of process on its behalf in any proceedings.

40 **Disclosure of Supplier Identity to a Registered Metering Applicant**

40.1 Where in respect of any Supply Point the CDSP is requested by a Registered Metering Applicant to disclose information, such disclosure will be carried on in accordance with Paragraph 5.11 of Section V of the UNC.

40.2 For the purposes of Clause 40.1 the "Registered Metering Applicant" is any person who has been registered to request and receive Supplier identity from the Pipeline Operator pursuant to an appropriate registration scheme administered by the Pipeline Operator.

## 41 Communication of Incidents

41.1 The Pipeline Operator shall as soon as reasonably practicable after the occurrence of an incident resulting in a failure to supply more than 50 Supply Points at any one time (subject always to any obligations of confidentiality and to any obligations (whether pursuant to any Legal Requirement or otherwise) which the Pipeline Operator may reasonably determine have a higher priority in the event of an incident) provide to relevant Pipeline Users such information regarding the incident as is set out in the document "Shipper Incident Communication Procedure" as such document may be amended from time to time by the Pipeline Operator upon notice to Pipeline Users (the **"Incident Procedure"**)

## 42 Rights of Third Parties

42.1 Unless expressly otherwise provided, the Pipeline Operator and Pipeline Users do not intend that any term of the Code, or the Framework Agreement or any Ancillary Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

42.2 Notwithstanding any express provision of the Code pursuant to which Clause 42.1 is disapplied, in relation to a term of the Code, or the Framework Agreement or any Ancillary Agreement, the Pipeline Operator and Pipeline Users may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations.

## 43 General Provisions Relating to IGT UNC Ancillary Documents

43.1 Purpose

An “IGT UNC Ancillary Document” is one that is listed in Appendix K2.

43.2 Publication Requirements

Each IGT UNC Ancillary Document shall be kept up to date and published by the IGT UNC Operators on the IGT UNC website.

43.3 Modifications

Any modification to an IGT UNC Ancillary Document must be raised in accordance with and subject to the procedures described in Part L (Modification Rules) of the Code.

## 44 Standards of Service

44.1 Both the Pipeline Operators and Pipeline Users will adhere to the principles and supporting business rules, in relation to standards of service for query management as set out in the IGT UNC Ancillary Document Pipeline Operator Standards of Service Query Management.

## 45 Coronavirus (COVID-19) – Temporary Measures

45.1 For the purposes of this Clause 45 the provisions of part VI of UNC Transition Document shall apply.

## 46 **Reporting**

46.1 For the purposes of this Clause 45 the provisions of part VI of UNC Transition Document shall apply.

46.1.1 Pipeline Operators shall be able to produce a report (at the end of each reporting month) on theft of gas detection performance for Pipeline Operators containing the information in Annex V-7 of the UNC in respect of each Pipeline Operator (on an attributable basis) ("Independent Gas Transporter TOG Report").

46.1.2 For the purposes of this paragraph 45, "reporting month" shall mean each calendar month for which any report pursuant to paragraph 45.1.1 shall be published.

46.1.3 Pipeline Operators shall produce the report for the time interval specified (in reporting months) at the request of the Authority, within 1 month of the request being made.

## Appendix K-1 Operational Data

| Column | Name | Description |
|---|---|---|
| 1 | Data | Data definition and indication of the time period to which the data corresponds |
| 2 | Timing | Initial publication timing and where appropriate timing of updates if the data is subject to any change |
| 3 | Format | Tabular, graphical, other |
| 4 | Presentation | Manner in which data is to be presented |
| 5 | Disclosure | Public or restricted (and if restricted, list of entities to whom the data can be released) |

| Data | Timing | Format | Presentation | Disclosure |
|---|---|---|---|---|
| NONE SPECIFIED | | | | |

## APPENDIX K-2 IGT UNC Ancillary Documents

Pipeline Operator Standards of Service Query Management

Password Protection Protocols

IGT CSEP NExA Table Review Procedures

IGT Transportation Invoice Charges Template

CSEP NExA Tables

IGT's New Connections Domestic Sites Only

IGT Non-Domestic New Connections

# PART L - MODIFICATION RULES

**Introduction**

The Pipeline Operator has agreed with each other Gas Transporter which has incorporated the IGT UNC into its Network Code (the **"Other IGTs"**) to establish, develop and operate arrangements pursuant to which the Modification Rules of the Pipeline Operator and the Other IGTs are administered on a common, joint or co-ordinated basis so that inter alia a Modification Proposal made in respect of the Code of one IGT UNC Operator is to be treated as a Modification Proposal in respect of the Codes of all IGT UNC Operators (unless the Modification Proposal has been raised in respect of an Individual Network Code).

## 1 Status of Modification Rules and Application

1.1 Standard Condition 9(5) of the Gas Transporter's Licence requires the establishment and operation by the Pipeline Operator of certain procedures for the modification of the Code so as to better facilitate the achievement of the Relevant Objectives.

1.2 The Modification Rules set out in this Part L constitute such procedures and the network code modification procedures (as defined in Standard Condition 9.7(a) of the Gas Transporter's Licence).

1.3 The Modification Rules do not apply to any modification which the Pipeline Operator may from time to time be required to make pursuant to Standard Condition 9.11 of the Gas Transporter's Licence.

## 2 Interpretation

2.1 In addition to terms defined elsewhere in the IGT UNC, the following terms and expressions have the following meanings in this Part L:

**"Affected Person"**: in relation to a Modification Proposal, a person (other than a Pipeline User) likely to be materially affected were such a Proposal to be implemented;

**"Agenda":** an agenda detailing amongst other things the nature of the matters and materials to be discussed at the meeting of the IGT UNC Modification Panel to which the agenda relates;

**"Alternate":** the meaning set out in Clause 5.4;

**"Alternative Modification Proposal"**: the meaning set out in Clause 15.1;

**"Appeal":** an appeal made by an Appealing Party to the IGT UNC Modification Panel of a determination by the IGT UNC Modification Panel under Clause 23.3.8(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 Modification 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 IGT UNC 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 IGT UNC 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; and

(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 Clause 30;

**"Appealing Party":** in relation to an Appeal or an Authority Appeal, a Pipeline Operator, a Pipeline User, or a Third Party Participant making such appeal;

**"Authority Appeal":** an appeal to the Authority made by the Appealing Party under Clause 30.5;

**"Best Practice Guidelines":** means the Modification Proposal Best Practice Guidelines as published on the IGT UNC webpage;

**"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 current industry code objectives';

**"Chairman's Guidelines":** a set of standing guidelines governing the conduct of meetings of the IGT UNC Modification Panel and Work Groups as determined by the IGT UNC Modification Panel and amended from time to time by Panel Majority;

**"Change Administrator":** means a person appointed by each Pipeline Operator and each Pipeline User to receive Modification Proposals in accordance with Clause 2.6

**"Close out Date"**: means the final date for receiving written comments in relation to Modification Proposals, or any related documentation, that the Code Administrator has issued for comment;

**"Code Administrator":** is the party appointed by the IGT UNC Operators to manage the administration of the IGT UNC and any Individual Network Code;

**"Code of Practice":** means 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;

**"Consultation":** the seeking of the views of the persons referred to in Clause 14.1;

**"Consumers' Representative":** the individual if any from time to time notified to the Code Administrator by the National Consumer Council or any successor body thereto or in the absence of the same, such individual as may be designated by the Authority;

**"Critical Friend":** means the obligation of the Code Administrator as set out in the Code Administrator's Code of Practice to provide assistance, where reasonably practical and on reasonable request, to Pipeline Users (and in particular Small Participants), Pipeline Operators or a Consumers' Representative;

**"Development":** the examination in more detail and further development of a Modification Proposal pursuant to the process determined in a particular case by the IGT UNC Modification Panel;

**"Draft Modification Report":** prepared in accordance with Clause 23.2.1;

**“European Modification Proposal”:** has the meaning set out in Clause 10.1.7;

**“Fast Track Self-Governance Criteria”:** has the meaning set out in Standard Licence Condition 9, paragraphs 12G and 23 of the Gas Transporter’s Licence;

**“Fast Track Self-Governance Modification Proposal”:** means a Modification Proposal meeting the Fast Track Self-Governance Criteria;

**“Final Modification Report”:** prepared in accordance with Clause 23.3.1;

**“Greenhouse Gas”:** has the meaning given in section 24(1) of the Climate Change Act 2008 to the term ‘targeted greenhouse gas’;

**“Group of Companies”:** means a “parent undertaking” and its “subsidiary undertakings” which expressions shall have the meanings in Section 258 of the Companies Act 1985;

**“IGT Shipper Standing Work Group”:** is the forum for IGTs and Shippers to meet and review issues and Modifications in accordance with the Terms of Reference on the IGT UNC Website and which may include one or more Work Groups referred to the IGT Shipper Standing Work Group by the IGT UNC Modification Panel in accordance with paragraph 18.7(b) in accordance with each Work Group’s Terms of Reference;

**"IGT UNC":** Parts A to M of this document and including the Transition Document;

**“IGT UNC Modification Panel”:** the modification panel established and constituted from time to time pursuant to and in accordance with the Modification Rules;

**"IGT UNC Modification Workstream":** a group including Pipelines Users and IGT UNC Operators, chaired by the Code Administrator and operating within the Chairman's Guidelines, which is convened monthly (unless otherwise convened by panel pursuant to Clause 19.5) incorporating one or more Work Groups referred to the IGT UNC Modification Workstream by the IGT UNC Modification Panel in accordance with paragraph 18.7(b) in accordance with each Work Group’s Terms of Reference;

**"IGT UNC Operators":** the Pipeline Operator and the Other IGTs and "IGT UNC Operator" means any of them;

**“IGT UNC Operators’ Representative”:** any individual for the time being appointed by the IGT UNC Operators, or the Relevant Designated Person as a Member**;**

**"Individual Network Code":** an IGT UNC Operator's Network Code excluding the terms of the IGT UNC;

**“Large Transporter Representative”:** the individual, if any, from time to time notified to the Code Administrator by the Secretary of the UNC Modification Panel to represent National Grid Gas plc and DN Operators;

**“Market Participant Identities List” shall have the meaning ascribed thereto into the UNC;**

**“Member”:** an individual appointed to the IGT UNC Modification Panel;

**“Modification”:** any Modification of the IGT UNC or, as the case may be, an Individual Network Code, made pursuant to these Modification Rules;

**“Modification Procedures”:** the provisions relating to Modifications and Modification Proposals set out in these Modification Rules and, as the context may require, any of these provisions;

**"Modification Proposal"**: a proposal for the modification of the IGT UNC or an Individual Network Code pursuant to the Modification Rules;

**"Modification Report":** prepared in relation to an Urgent Modification Proposal in accordance with Clause 17.2;

**"Non-voting Member":** a Member of the IGT UNC Modification Panel which is not a Voting Member;

**"Ofgem Representative":** the Individual, if any, for the time being appointed by the Authority to the IGT UNC Modification Panel;

**"Panel Chairman":** the person appointed as chairman of the IGT UNC Modification Panel by the IGT UNC Operators and, as the context may require, shall include a deputy chairman;

**"Panel Majority":** in relation to any matter to be determined at a quorate and duly convened meeting of the IGT UNC Modification Panel, a majority (in number) of the votes exercisable by the Voting Members present at that meeting and voting in favour of such matter;

**"Pipeline Users' Representatives**": each of those individuals for the time being appointed as a Member pursuant to Clause 4.6;

**"Proposer"**: in relation to a Modification Proposal or Review Proposal, the person initiating such Proposal;

**"Regulation":** has the meaning defined in the Gas Transporter's Licence;

**"Relevant Designated Person":** means in the case of:

(a) the Pipeline Users' Representatives and the Suppliers' Representative:

(i) subject to paragraph (ii) below, the Code Administrator or

(ii) any other individual of whose identity the Panel Chairman may be notified by the Authority;

(b) the IGT UNC Operators Representatives the Association of Independent Gas Transporters (a company incorporated in England and Wales, with company registration number 3591677);

**"Relevant IGT UNC Operator":** for the purpose of the Modification Rules only, in relation to an Individual Network Code Modification Proposal means the IGT UNC Operator which is the owner or operator of the Pipeline to which the Individual Network Code relates.

**"Relevant Objectives"**: means:

(a) the relevant objectives defined in Standard Condition 9(1) of the Gas Transporter's Licence; and

(b) in relation to a proposed modification of the Modification Rules, the requirements in Standard Condition 9(9) and 9(12) of the Gas Transporter's Licence (to the extent that they do not conflict with the relevant objectives referred to in (a) above;

**"Relevant Pipeline User":** for the purposes of the Modification Rules only, in relation to an Individual Network Code Modification Proposal means a Pipeline User which is party to the relevant Framework Agreement by which such Pipeline User becomes bound by the Individual Network Code;

**"Review":** the consideration and discussion of any matter or any Modification Proposal;

**"Review Group":** a Work Group which is tasked to carry out a Review;

**"Review Proposal":** the meaning set out in Clause 18.1.1;

**"Review Proposal Procedures":** the meaning set out in Clause 22.4;

**"Secretary of the UNC Modification Panel":** the person appointed as secretary to the Modification Panel as defined in and constituted under the UNC;

**"Self-Governance Criteria":** has the meaning given to "self-governance criteria" in Standard Licence Condition 9 (paragraphs 12D and 23) of the Gas Transporter's Licence;

**"Self-Governance Modification Proposal":** a Modification Proposal or an alternative to such proposal which:

(a) the IGT UNC Modification Panel has determined satisfies the Self-Governance Criteria under Clause 18.7(e) (including after any variation of such proposal under Clause 16) and in respect of which the Code Administrator on behalf of the IGT UNC Modification Panel has submitted to the Authority a Self-Governance Statement (which has not been withdrawn by the Code Administrator on behalf of the IGT UNC Modification Panel or rejected by the Authority by the Self-Governance Modification Proposal Determination Date); or

(b) the Authority has determined satisfies the Self-Governance Criteria under Clause 11.5;

**"Self-Governance Modification Proposal Determination Date":** the date on which the IGT UNC Modification Panel:

(a) makes a determination to implement or not to implement a Self-Governance Modification Proposal under Clause 23.3.8(a) or a Fast Track Self-Governance Modification Proposal under Clause 12.4; or

(b) for the purpose of Clause 30.5, decided, under Clause 30.4(a), to confirm its determination under Clause 23.3.8(a);

**"Self-Governance Statement":** has the meaning given to "self-governance statement" in Standard Licence Condition 9 (paragraphs 12D(a)(i) and 23) of the Gas Transporter's Licence and which identifies the Proposed Self-Governance Modification Proposal Determination Date in respect of the relevant proposal;

**"Send Back":** shall have the meaning set out in Clause 26.1;

**"Significant Code Review":** means complex changes to the Industry Codes led by the Authority and as set out in Standard Licence Condition 9 12A to C (inclusive) of the Gas Transporter's Licence;

**"Significant Code Review Modification Proposal":** a Modification Proposal made in accordance with Clause 10.1.3(b) or pursuant to the direction of the Authority in accordance with Clause 10.1.5 which is made further to a Significant Code Review;

**"Significant Code Review Suspended Modification Proposal":** a Modification Proposal made by the Authority in accordance with Standard Licence Condition 9 paragraph 12CB and which is subject to Clause 32.

**"Significant Code Review Phase":** has the meaning given in Standard Licence Condition 9 (paragraphs 12A and 23) of the Gas Transporter's Licence;

**"Small Participant":** shall have the meaning set out in Standard Licence Condition 9, paragraph 23, of the Gas Transporter's Licence;

**“Sub Group”:** a Work Group that is subject to the Sub Group Terms of Reference tasked with carrying out further detailed work or analysis as required to aid in the Development of a given Modification Proposal, the output of which is presented back to the IGT UNC Modification Workstream;

**“Sub Group Terms of Reference”:** a standard set of terms of reference maintained by the Code Administrator, that apply to all Sub Groups formed pursuant to Clause 19.12 and changes to which are approved by Panel Majority;

**“Suggested Text”:** means indicative legal text, in respect of a Modification Proposal, which has been provided by the Proposer other than legal text which is prepared under clause 21.1;

**“Suppliers’ Representative”:** the individual if any from time to time notified to the Code Administrator by the Relevant Designated Person to represent independent supplier organisations and not affiliated to a Pipeline User which has a representative on the IGT UNC Modification Panel;

**“Terms of Reference”:** means those terms of reference assigned to either a Work Group or IGT Shipper Standing Work Group pursuant to Clause 20;

**“Third Party Modification Proposal”:** a proposal to modify (by adding or removing from the list of operational data items set out in) Part K Appendix K-1 made by a recognised Third Party Participant which the Proposer considers would better facilitate the achievement of the Relevant Objectives;

**“Third Party Participant”:** any person or body who is not a Pipeline User but who is a 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;

**"Urgent Modification Proposal"**: the meaning set out in Clause 17.1.1;

**“User Discontinuance Date”:** is the data with effect from which a Pipeline User ceases to be a Pipeline User;

**“Variation Request”:** the meaning set out in Clause 16.1(c);

**“View”:** the views of the Authority referred to in Standard Condition 9;

“**Voting Member**”: any IGT UNC Operator’s Representative (other than the Panel Chairman and deputy chairman) and any Pipeline Users’ Representative;

“**Work Group**”: a group which may include but shall not be limited to Pipeline Users and IGT UNC Operators, Third Party Participants and Non-Code parties. For the avoidance of doubt Work Group business may be included under an agenda item of the IGT Shipper Standing Work Group;

**“Work Group Assessment”:** those provisions of the Modification Procedures set out in Clause 19;

**“Work Group Report”:** the report of a Work Group in relation to a Modification Proposal referred to it by the IGT UNC Modification Panel prepared pursuant to Clause 19.3.

2.2 References in the Modification Rules to the Pipeline Operator, the IGT UNC Operators or any of them doing certain things within certain time periods shall be construed as the Pipeline Operator, the IGT UNC Operators or such IGT UNC Operator agreeing to endeavour to do such things within such time limits.

2.3 Where for the purpose of the Modification Rules the IGT UNC Operators are required to undertake any obligation, such obligation shall be construed as an obligation on the Pipeline Operator to endeavour to undertake such obligation on a common joint or co-ordinated basis with the other IGTs.

2.4 The IGT UNC Operators will appoint from time to time a person or persons (the **"Code Administrator"**) (and may remove and replace any person so appointed) to administer the Modification Rules on behalf of the IGT UNC Operators and to act as secretary to the IGT UNC Modification Panel. The identity and contact details of the Code Administrator will be notified as soon as reasonably practicable after appointment, to Pipeline Users and the Authority. The IGT UNC Operators may from time to time appoint (and may revoke the appointment of) a person or persons as a deputy to the Code Administrator and references to the "Code Administrator" include any such deputy.

2.5 Where for the purpose of the Modification Rules the Pipeline Operator is or the IGT UNC Operators are required to undertake any obligation, it is acknowledged that it or they may discharge the performance of that obligation through the Code Administrator.

2.6 Each Pipeline Operator and each Pipeline User shall notify to the Code Administrator a Change Administrator including details of their electronic mail address.

2.7 The Code Administrator shall:

(a) in conjunction with other code administrators, maintain, publish, review and (where appropriate) amend from time to time the Code of Practice approved by the Authority;

(b) facilitate these Modification Rules; and

(c) have regard to, and in particular (to the extent relevant) be consistent with the principles contained in, the Code of Practice.

2.8 Where the Code Administrator undertakes any obligation for the purposes of these Modification Rules, the Code Administrator shall do so in compliance with the Code of Practice unless it conflicts with these Modification Rules.

3 **Critical Friend**

3.1 In carrying out its obligations including under these Modification Rules and in compliance with the Code of Practice, the Code Administrator shall act as Critical Friend and provide such assistance as a Pipeline User (and in particular Small Participants), a Pipeline Operator or a Consumers' Representative 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 IGT UNC or an Individual Network Code;

(c) the Pipeline User or Pipeline Operator's participation, involvement and representation in the Modification Procedures (including but not limited to IGT UNC Modification Panel and/or Work Group meetings); and

(d) accessing information relating to a Modification Proposal, Modifications and the Modification Procedures.

## 4 Composition of the IGT UNC Modification Panel

4.1 The IGT UNC Modification Panel shall be composed of:

(a) the Panel Chairman being a non-voting Member;

(b) up to three (3) IGT UNC Operators' Representatives being Voting Members;

(c) if appointed, up to three (3) Pipeline Users' Representatives, being Voting Members;

(d) if appointed, the Ofgem Representative being a non-voting Member

4.2 The IGT UNC Modification Panel may invite to attend for a particular meeting or on a standing basis any or all of the following:

(a) one Consumer Representative;

(b) one Suppliers' Representative; and

(c) one Large Transporter Representative.

Subject to Clause 4.3, none of such persons shall have any right to vote or to attend a meeting of the IGT UNC Modification Panel in the absence of any such invitation.

4.3 If any of the persons referred to in Clause 4.2 wishes to attend a meeting of the IGT UNC Modification Panel to which he has not been invited, he may do so if he has been given permission by the Panel Chairman.

4.4 It is expected that each Voting Member shall, as appropriate, represent and inform the IGT UNC Modification Panel of the view of that Member's appointer(s) in relation to Modification Proposals and Review Proposals. It is expected that any Consumers' Representative, Suppliers' Representative and Large Transporter Representative attending a meeting of the IGT UNC Modification Panel shall inform the IGT UNC Modification Panel of the views of those persons whom they represent.

4.5 The IGT UNC Operators or in the absence of such appointments the Relevant Designated Person shall appoint up to three (3) representatives to the IGT UNC Modification Panel.

4.6 The Relevant Designated Person shall have the right to appoint on behalf of Pipeline Users up to three (3) Pipeline Users' Representatives.

4.7 For the avoidance of doubt and without prejudice to Clause 5.1, the processes or rules (if any) pursuant to which a person or body appoints (or revokes the appointment of) an individual as an IGT UNC Operator Representative, Pipeline Users' Representative, Ofgem Representative, Consumer Representative, Suppliers' Representative or Large Transporter Representative are outside of the IGT UNC.

4.8 The Code Administrator shall attend meetings of the IGT UNC Modification Panel and any person acting as his deputy may attend any meeting of the IGT UNC Modification Panel at which the Code Administrator is also in attendance.

4.9 The IGT UNC Operators shall appoint (and as the case may be remove and reappoint) one person from time to time as the Panel Chairman and one person from time to time as the deputy Panel Chairman. The IGT UNC Operators may appoint the Code Administrator as Panel Chairman or deputy Panel Chairman.

4.10 No company or Group of Companies may have more than one Member on the IGT UNC Modification Panel.

4.11 The Code Administrator shall notify the Authority of any changes in the composition of the IGT UNC Modification Panel.

5 **Period of Appointment and Alternates**

5.1 Each Member shall remain as a Member until the earlier of;

(a) the date which is two (2) years after the date on which that Member was appointed;

(b) the date on which that Member's appointment is revoked by the person(s) or body appointing them; or

(c) date on which the Member ceases to be a Member pursuant to Clause 5.3 and Clause 5.9.

5.2 If at any time less than three (3) individuals are appointed:

(a) as Pipeline Users' Representatives, the Relevant Designated Person; or

(b) as IGT UNC Operators' Representatives, the IGT UNC Operators or the Relevant Designated Person

may by notice to the Code Administrator identify any individual to fill any vacancy.

5.3 If any individual shall for whatever reason notify the Code Administrator that he wishes to cease to be a Member, he shall cease to be a Member in accordance with the notice and the Code Administrator shall send a copy of such notice to the Designated Person and inform in due course, any other relevant persons determined by the Code Administrator.

5.4 Each Member may, from time to time, by notice to the Code Administrator appoint (or revoke the appointment of) an individual (including, but without limitation, another Member other than the Panel Chairman) to act on behalf of the Member as their alternate (an **"Alternate"**). The appointment (and revocation of the appointment) of any individual as an Alternate shall be conditional upon and shall only be effective upon receipt of notice by the Code Administrator.

5.5 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.

5.6 In addition to notices sent to Members, each Alternate for the time being shall be entitled to be sent notices.

5.7 An Alternate may attend any meeting of the IGT UNC Modification Panel which is not also attended by the Member (in his capacity as a Member) who appointed him. If that Alternate is the Alternate of a Voting Member, he 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 has appointed that Alternate. Alternates of Voting Members may sign written resolutions pursuant to Clause 7.7 provided that if an Alternate of a Voting Member and the Voting Member who appointed him shall sign a written resolution the signature of the Voting Member shall be effective and the signature of the Alternate shall be disregarded.

5.8 If a Member ceases, for whatever reason to be a Member, the appointment of any Alternate of the Member shall also cease.

5.9 A Member shall cease to be a Member if:

(a) the Member fails, in person or by Alternate, to attend three (3) consecutive meetings of the IGT UNC Modification Panel that have been duly convened;

(b) an IGT UNC Operator or Pipeline User ceases to be an IGT UNC Operator or Pipeline User, or has its Gas Transporter or Shipper's Licence revoked, and the Member is employed by either:

(i) that IGT UNC Operator or Pipeline User; or
(ii) an affiliate of that IGT UNC Operator or Pipeline User;

(c) the Member ceases to be in the employment of the IGT UNC Operator or Pipeline User, or an affiliate of the IGT UNC Operator or Pipeline User, that he was employed by when appointed under Clause 4.5 or 4.6 of Section L.

## 6 Determinations of and Convening Meetings of the IGT UNC Modification Panel

6.1 Except as otherwise provided in the Modification Rules:

(a) determinations of the IGT UNC Modification Panel shall be made by Panel Majority;

(b) Work Groups may be created or dissolved by Panel Majority.

6.2 Other than as expressly provided in the Modification Rules, the IGT UNC Modification Panel shall have no ability to determine any matter and no competence to discharge any function or to exercise any power.

6.3 Subject to Clauses 6.7 and 6.8 the Code Administrator shall convene meetings of the IGT UNC Modification Panel by notice to the Members not less frequently than once every month unless there is no matter as an Agenda item for the IGT UNC Modification Panel to discuss. In any event, a meeting of the IGT UNC Modification Panel will be convened once every three (3) months.

6.4 Subject to Clauses 6.7, 6.8, 17 and 31, meetings of the IGT UNC Modification Panel will be convened on not less than ten (10) Business Days' notice. This Clause 6.4 is without prejudice to Clause 7.7 which provides that resolutions of the IGT UNC Modification Panel may be made in writing in accordance with the provisions of that Clause 7.7.

6.5 Every notice convening a meeting of the IGT UNC 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 IGT UNC Modification Panel will be circulated not less than five (5) Business Days prior to the meeting to which they relate or subject to Clause 6.6 where in the opinion of the Code Administrator a shorter period would better facilitate the exercise by the IGT UNC Modification Panel of its powers, within such shorter period as the Code Administrator shall determine. Each Member shall subject to Clause 28.7 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 Clause 28.7 be despatched by the Code Administrator to each Pipeline User and each IGT UNC Operator. There may be circumstances where materials to be despatched with a notice have pursuant to the Modification Rules already been sent to Pipeline Users or IGT UNC Operators. In any such circumstances the relevant materials may be, but do not have to be, sent with the notice.

6.6 Notwithstanding where the Code Administrator has determined a shorter period to circulate relevant materials in respect of a meeting of the IGT UNC Modification Panel pursuant to Clause 6.5, no new items to the Agenda shall be considered except by determination of the IGT UNC Modification Panel prior to such meeting.

6.7 The IGT UNC Modification Panel may at any meeting of the IGT UNC Modification Panel determine that the next following meeting of the IGT UNC Modification Panel be duly convened on shorter notice that specified in Clause 6.4 and where the IGT UNC Modification Panel shall so determine the Code Administrator shall convene a meeting of the IGT UNC Modification Panel in accordance with that determination.

6.8 Without prejudice to Clause 6.7, if all Voting Members agree in writing, the Code Administrator shall duly convene a meeting of the IGT UNC Modification Panel on shorter notice than that specified in Clause 6.4.

6.9 Members of whom two (2) shall be IGT UNC Operators and two (2) shall be Pipeline Users' Representatives (excluding the Panel Chairman) present at a meeting of the IGT UNC Modification Panel who can exercise four (4) votes shall be a quorum.

6.10 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, the meeting shall stand adjourned to such place and time which is as soon as is reasonably practicable as the Code Administrator shall notify to each Member and (for information purposes only) each Pipeline User and each IGT UNC operator. If at such place and time the meeting so adjourned shall not be quorate in accordance with Clause 6.9 the Voting Members present shall be a quorum.

6.11 Any meeting of the IGT UNC Modification Panel at which a quorum is present shall be competent to discharge any and all of the functions within the competence of the IGT UNC Modification Panel.

6.12 Every year in January the IGT UNC Modification Panel shall agree dates for the twelve meetings to be held in the calendar year commencing at the following January.

6.13 Within ten (10) Business Days of the IGT UNC Modification Panel dates being agreed pursuant to Clause 6.12, the Code Administrator shall publish and maintain on the IGT UNC website dates for IGT UNC Modification Panel meetings together with dates for the subsequent publication of Modification Proposals, Draft Modification Reports, Final Modification Reports and Close Out Dates for Modification Proposals proceeding to Consultation in accordance with Clause 18.6(a).

## 7 Form of Meetings of IGT UNC Modification Panel

7.1 The Panel Chairman or, in the absence of the Panel Chairman, the deputy chairman, shall preside at meetings of the IGT UNC Modification Panel.

7.2 The Panel Chairman shall conduct all meetings of the IGT UNC Modification Panel in accordance with the Chairman's Guidelines.

7.3 Unless the IGT UNC Modification Panel shall in respect of any meeting of the IGT UNC Modification Panel otherwise determine, meetings of the IGT UNC Modification Panel will take place in London.

7.4 Meetings of the IGT UNC 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 Clause 7.5) 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.

7.5 Any Member who shall be able to participate in the manner envisaged by Clause 7.4 in any meeting of the IGT UNC 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 the quorum.

7.6 Subject to Clause 7.7, the discharge of all of the functions within the competence to the IGT UNC Modification Panel and expressed to require a determination of the IGT UNC Modification Panel shall be determined by a vote conducted on a show of hands or, the meeting takes place pursuant to Clause 7.4 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 Clauses 5.5 and 5.7) be entitled to exercise one (1) vote.

7.7 A resolution in writing signed by Voting Members including any Alternates appointed by such Members in accordance with Clause 5.4 shall be valid and effective for the purposes of discharging any function requiring a determination of the IGT UNC Modification Panel as if such vote were conducted in accordance with Clause 7.6 at a duly convened meeting of the IGT UNC Modification Panel provided that votes are received by the Code Administrator from such Members as would, if present, form a quorum in accordance with Clauses 6.9 and 6.10 not later than three (3) Business Days (or such shorter period as the Code Administrator 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 Code Administrator 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 Pipeline Users and all IGT UNC Operators.

7.8 The IGT UNC Modification Panel may, from time to time, determine to invite any individual to attend all or part of a meeting of the IGT UNC Modification Panel.

7.9 Any invitee to a meeting of the IGT UNC Modification Panel pursuant to Clause 7.8 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).

7.10 Each Pipeline User and each IGT UNC Operator shall be entitled to appoint an individual to act as an observer at meetings of the IGT UNC Modification Panel (an observer so appointed shall not be entitled to participate in the business of the meeting). In respect of any such individual, the IGT UNC Modification Panel may from time to time, determine that such individual be excluded from all or part of a meeting of the IGT UNC Modification Panel.

## 8 Minutes of Meetings of the IGT UNC Modification Panel

8.1 The Code Administrator shall:

(a) ensure that all meetings of the IGT UNC Modification Panel and all determinations of the IGT UNC Modification Panel (at meetings of the IGT UNC Modification Panel) are minuted and, as regards such determinations, that the minutes record the manner in which each Voting Member cast his vote in respect of each matter determined by the IGT UNC Modification Panel; and

(b) issue a report of determinations of the IGT UNC Modifications Panel to each Member, each IGT UNC Operator and each Pipeline User within three (3) Business Days of the meeting of the IGT UNC Modification Panel at which such determinations were made.

8.2 The Code Administrator shall, within ten (10) Business Days following the date of the relevant meeting, send each Member, each IGT UNC Operator and each Pipeline User:

(a) a copy of minutes of that meeting made pursuant to Clause 8.1 and

(b) notification of any determination made pursuant to Clause 18.6.

## 9 Provision of Information

9.1 The IGT UNC Modification Panel may, from time to time, determine to provide (subject to Clause 28.7) to any person a document derived from the application of the Modification Rules (including but without limitation, any minutes made pursuant to Clause 8.1), or considered in accordance with the Modification Rules.

9.2 If the IGT UNC Modification Panel shall so determine the Code Administrator shall ensure that within a reasonable period of time the document which is the subject of such determination shall be sent to such person.

## 10 Modification Proposals

### 10.1 Relevant Persons

10.1.1 A Modification Proposal in respect of the IGT UNC may be initiated by any Pipeline User or by an IGT UNC Operator and by a Third Party Participant. A Third Party Participant may only make a Third Party Modification Proposal.

10.1.2 A Modification Proposal in respect of an Individual Network Code may be initiated by a Relevant Pipeline User or Relevant IGT UNC Operator.

10.1.3 A Modification Proposal in respect of the IGT UNC or an Individual Network Code may be initiated by the Authority only where:

(a) The Authority reasonably considers the modification 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 Co-operation of Energy Regulators; and/or

(b) The modification proposal is in respect of a Significant Code Review.

10.1.4 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 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 Clause 17

10.1.5 The Authority may direct an IGT UNC Operator to make a Significant Code Review Modification Proposal in respect of the IGT UNC and/or the Individual Network Code and without prejudice to Clause 15 or Clause 16, the IGT UNC Operator shall make a proposal in accordance with that direction and such a proposal shall proceed in accordance with the Modification Procedures subject to Clause 31.

10.1.6 An IGT UNC Operator, a Relevant Pipeline User or a Third Party Participant may not make a Modification Proposal in respect of the IGT UNC or 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 IGT UNC Operator in accordance with Standard Licence Condition 9 (paragraphs 12A, 12B or 12C) of the Gas Transporter's Licence.

10.1.7 In accordance with Standard Condition 9.7(j) of the Gas Transporter's Licence, where a Modification Proposal has been made by the Authority under Clause 10.1.3(a) or where the Proposer of a Modification Proposal is an IGT UNC Operator or a Relevant IGT UNC Operator and the Authority reasonably considers the Modification Proposal 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, that Modification shall be classified as a European Modification Proposal and be subject to Clause 31.

10.1.8 The Authority may direct an IGT UNC Operator or a Relevant IGT UNC Operator to make a European Modification Proposal in respect of the IGT UNC and/or an Individual Network Code and without prejudice to Clause 15 or Clause 16, the IGT UNC Operator or Relevant IGT UNC Operator shall make a proposal in accordance with that direction and such a proposal shall proceed in accordance with the Modification Rules.

10.1.9 In relation to a European Modification Proposal under 10.1.3(a) or a Significant Code Review Modification Proposal initiated under 10.1.3(b):

(a) any actions and/or decisions taken by either the Code Administrator, the IGT UNC Operators, a Relevant IGT UNC Operator or the Modification Panel; and
(b) any requirements relating to the contents of a Modification Proposal, Workgroup Report, Draft Modification Report or Final Modification Report; and
(c) any notice periods for the holding of meetings; and
(d) any requirements relating to the setting of an implementation date or the implementation of a Modification Proposal,

shall be in full accordance with Clause 31 and will take precedence over any other relevant actions, decisions and/or requirements set out in these Modification Rules.

### 10.2 Content of Modification Proposal

10.2.1 Each Modification Proposal made pursuant to Clause 10.1.1, Clause 10.1.2 or Clause 10.1.3 shall set out the information and be in the form specified on the IGT UNC Website and:

(a) shall state the Proposer's view as to whether it should not be a Self-Governance Modification Proposal and the Proposer's reasons for such a view;

(b) shall state the Proposer's view as to whether it should be a Fast Track Self-Governance Modification Proposal and the Proposer's reasons for such a view;

(c) shall where it is made pursuant to a direction of the Authority state that it is so made;

(d) shall be in writing and shall specify whether it relates to the IGT UNC or an Individual Network Code;

(e) shall set out in reasonable but not excessive detail the case for change and the solution proposed;

(f) shall set out on the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives;

(g) shall detail the sections and paragraphs of the IGT UNC or the Individual Network Code which are potentially impacted by the Modification Proposal;

(h) 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;

(i) shall state the name of the Proposer and their contact details;

(j) shall, without prejudice to the IGT UNC Modification Panel's right of determination pursuant to Clause 18 state the Proposer's preference as to whether the Modification Proposal should;

    i. be subject to the Review Procedures;

    ii. proceed to Work Group Assessment; or

    iii. proceed to Consultation.

(k) may state the Proposer's opinion of the likely impact of the implementation of the Modification Proposal upon Pipeline User's computer systems and/or manual processes and procedures; and

(l) may include the Proposer's Suggested Text. This Suggested Text will be considered by the IGT UNC Operators when preparing the text of the Modification pursuant to Clause 21;

10.2.2 Each Modification Proposal shall be given to the Code Administrator who shall ensure that the information has been provided pursuant to Clause 10.2.1.

10.2.3 Where a Modification Proposal does not comply with Clause 10.2.1 the Code Administrator may reject such Modification Proposal.

10.2.4 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 Work Group Report in accordance with Clause 19.3 except where such information is not relevant to the Modification Proposal.

10.2.5 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.

## 11 Self-Governance Modification Proposals

11.1 Where the IGT UNC Modification Panel under Clause 18.7(e) determines that a Modification Proposal satisfies the Self-Governance Criteria, the Code Administrator shall on behalf of the IGT UNC Modification Panel submit to the Authority a Self-Governance Statement in respect of such a proposal as soon as reasonably practicable and set a proposed Self-Governance Modification Proposal Determination Date.

11.2 The Authority may until the Self-Governance Modification Proposal Determination Date, reject the Self-Governance Statement.

11.3 Where the Authority rejects a Self-Governance Statement the Modification Proposal which is the subject of such Self-Governance Statement shall:

(a) not be a Self-Governance Modification Proposal; and

(b) be subject to the Modification Procedures.

11.4 The IGT UNC Modification Panel may withdraw a Self-Governance Statement that it submits under Clause 11.1 at any time before the Self-Governance Modification Proposal Determination Date in respect of the related Self-Governance Modification Proposal.

11.5 If the Code Administrator, in respect of a Modification Proposal:

(a) does not submit a Self-Governance Statement under Clause 11.1; or

(b) withdraws a Self-Governance Statement under Clause 11.4;

the Authority may determine that the Modification Proposal satisfies the Self-Governance Criteria and is a Self-Governance Modification Proposal and such determination shall be effective upon the giving of notice of such determination to the Code Administrator.

11.6 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.

## 12 Fast Track Self-Governance Modification Proposals

12.1 A Modification Proposal may be raised as a Fast Track Self-Governance Modification Proposal where it meets the Self-Governance Criteria and is properly a housekeeping modification required as a result of some error or factual change, including but not limited to:

(a) updating names or addresses listed in the IGT UNC and/or an Individual Network Code;

(b) correcting minor typographical errors;

(c) correcting formatting and consistency errors, such as paragraph numbering; or

(d) updating out of date references to other documents or paragraphs.

12.2 The Proposer shall indicate when submitting their Modification Proposal pursuant to Clause 10, if, in their opinion the proposal meets the requirements of Clause 12.1.

12.3 The IGT UNC Modification Panel shall not make a determination in accordance with Clause 12.4 unless a copy of the Fast Track Self-Governance Modification Proposal has been sent to each Change Administrator, each Affected Person (if any) and the Authority in accordance with Clause 14.1(b) at least fifteen (15) Business Days before the meeting of IGT UNC Modification Panel.

12.4 Subject to Clause 12.3, in order for a Fast Track Self-Governance Modification Proposal to be accepted as such, the IGT UNC Modification Panel shall:

(a) unanimously agree to the proposal meeting the Fast Track Self-Governance Criteria; and

(b) unanimously support implementation of the proposal.

12.5 Any Fast Track Self-Governance Modification Proposal approved by the IGT UNC Modification Panel pursuant to Clause 12.4, shall be implemented in accordance with Clause 27.2.

12.6 Where pursuant to Clause 12.4 the IGT UNC Panel does not unanimously agree to a Fast Track Self-Governance Modification Proposal meeting the Fast Track Self-Governance Criteria, does not unanimously support implementation, or an objection is received pursuant to Clause 12.7, the IGT UNC Modification Panel may:

(a) direct that the proposal is treated as a Self-Governance Modification Proposal subject to Clause 11; or

(b) direct that the proposal is treated in accordance with Clause 18.7.

12.7 Within fifteen (15) Business Days of a Fast Track Self-Governance Modification Proposal being issued by the Code Administrator pursuant to Clause 14.1(b), a Pipeline User, a Pipeline Operator or a Third Party Participant may, in writing to the Code Administrator, object to the proposed Fast Track Self-Governance Modification Proposal being made via the fast track self-governance route. Such notice must identify the Fast Track Self-Governance Modification Proposal which is subject to the objection and include any representations the objecting party wishes to make in support of their objection.

12.8 Where an objection to a Fast Track Self-Governance Modification Proposal is received by the Code Administrator within the period referred to in Clause 12.7, the Code Administrator shall send details of the objection to each Change Administrator, each Affected Person (if any) and the Authority and put discussion of the objection on the Agenda of the next meeting of the IGT UNC Modification Panel.

## 13 Modification Proposals made during a Significant Code Review Phase

13.1 Where the Authority has received a written assessment of the IGT UNC Modification Panel under Clause 18.6 in respect of a Modification Proposal, the Code Administrator shall inform the Proposer and each IGT UNC Operator, Pipeline User, Third Party Participant and Non-Code Party (if any) of the direction or re-direction it has received from the Authority.

13.2 Where the direction or re-direction received by the Code Administrator 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).

13.3 Where the Authority:

(a) has not made a direction within twenty-eight (28) days after it has published its Significant Code Review conclusions, or has made no re-direction to proceed with the Modification Proposal; or

(b) directs that Standard Licence Condition 9 (paragraphs 12A, 12B or 12C) of the Gas 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.

## 14 Circulation of Modification Proposals

14.1 The Code Administrator shall:

(a) on receipt of a valid Modification Proposal in accordance with Clause 10.2.1 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 Clauses 10.1.1, 10.1.2 or 10.1.3; and

(ii) the end of the first Business Day following the date on which the Code Administrator receives notification of any decision of the Authority pursuant to Clause 17.1.2 or Clause 17.1.3 as to whether the Modification Proposal should be treated as an Urgent Modification Proposal,

send a copy of that Modification Proposal to each Change Administrator, each Affected Person (if any), the Authority and;

(c) subject to Clause 17 and Clause 31, put initial discussion of the Modification Proposal on the Agenda for the next meeting of the IGT UNC 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 IGT UNC Modification Panel(unless the IGT UNC Modification Panel determines it is happy to accept the Modification Proposal as short notice business)) and the next meeting of the IGT UNC Modification Panel shall (subject to Clause 6.8) be convened pursuant to Clause 6.4; and

(d) notify the Proposer of the meeting of the IGT UNC Modification Panel at which the Modification Proposal is to be discussed, and request the attendance of the Proposer's representative.

14.2 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 Code Administrator receives notification of such decision, no meeting of the IGT UNC Modification Panel will, in accordance with Clause 6.3, take place within ten (10) Business Days of such date,

the Code Administrator shall seek in writing, from Members in accordance with Clause 7.7 a determination of the IGT UNC Modification Panel as to which of the procedures set out in Clause 18.7 should apply to the Modification Proposal.

## 15 **Alternative Proposals**

15.1 In respect of a Modification Proposal which the IGT UNC Modification Panel pursuant to Clause 18.7 has determined should be referred to a Work Group;

(a) where the Modification Proposal is made in respect of the IGT UNC, any person who is eligible to make an Alternative Modification Proposal under Clauses 10.1.1 or 10.1.3;

(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 Clauses 10.1.2 or 10.1.3;

being a person other than the Proposer, may make an Alternative Modification Proposal in accordance with Clause 10.2 and the Work Group shall only consider an Alternative Modification Proposal made under this Clause 15.1 if it is made no less than five (5) Business Days before the next meeting of the Work Group.

15.2 Where a Modification Proposal has been referred to a Work Group and the Work Group 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 Clause 15.1 may, in accordance with Clause 10.2, make an Alternative Modification Proposal under this Clause 15.2 which shall include the amendment.

15.3 Where the IGT UNC Modification Panel has determined a Modification Proposal should be referred to a Work Group and:

(a) the Work Group Report in respect of such Modification Proposal has been sent to all Members in accordance with Clause 19.4; or

(b) the IGT UNC Modification Panel has made a determination to refer the Work Group Report in respect of such Modification Proposal back to the Work Group for revision or further work under Clause 19.5 (b) and such Work Group Report has been sent to all Members in accordance with Clause 19.4 after such revision or further work;

an Alternative Modification Proposal shall not be made in respect of the Modification Proposal or be considered by the Work Group.

15.4 Where the IGT UNC Modification Panel has determined a Modification Proposal should be referred to a Work Group under Clause 18.6(b) and the Work Group Report in respect of such Modification Proposal has been sent to the IGT UNC Modification Panel an Alternative Modification Proposal shall not be made in respect of such Modification Proposal or be considered by the Work Group under Clause 15.1.

15.5 An Alternative Modification Proposal may not be made in respect of a Modification Proposal after the IGT UNC Modification Panel pursuant to Clause 18.6 has determined such Modification Proposal should proceed to Consultation.

15.6 In respect of any Modification Proposal which is withdrawn pursuant to Clause 16.1, or deemed withdrawn pursuant to Clause 16.4 or Clause 16.6, any of the parties (except for the Proposer):

(a) in Clause 10.1.1 (where such proposal is made pursuant to Clause 10.1.1); or

(b) in Clause 10.1.2 (where such proposal is made pursuant to Clause 10.1.2);

may, but shall not be required to, either raise an Alternative Modification Proposal in accordance with Clause 15.2 or adopt the withdrawn Modification Proposal (in which case the adopted Modification Proposal shall continue through the Modification Procedures from the point at which it was withdrawn).

## 16 Withdrawal or Variation of Modification Proposals

16.1 Subject to Clause 31.4, a Proposer may:

(a) withdraw a Modification Proposal, at any time before the Final Modification Report is circulated to the Authority pursuant to clause 23.3.5 or in respect of a Self-Governance Modification Proposal at any time before the IGT UNC Modification Panel makes a determination under Clause 18.7(e), by notice to the Code Administrator, and subject to Clause 15 any Modification Proposal so withdrawn shall lapse, or

(b) vary a Modification Proposal of that Proposer, at any time before the IGT UNC Modification Panel has determined to proceed to Consultation pursuant to Clause 18.7 (a), by notice to the Code Administrator, and subject to Clause 15 any Modification Proposal so varied shall replace the original Modification Proposal; or

(c) subject to Clause 15 request a variation to a Modification Proposal of that Proposer (**"variation request"**), at any time after the IGT UNC Modification Panel has determined to proceed to Consultation pursuant to Clause 18.7(a) and before the IGT UNC Modification Panel has made a determination in respect of such Modification Proposal pursuant to Clause 23.3.3(a), by notice to the Code Administrator, and any such variation request shall contain a description of the nature of the variation.

16.2 The Code Administrator shall, within a reasonable period of time following any withdrawal, variation or variation request (except where such variation request is made at the IGT UNC Modification Panel meeting) notify each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person of such withdrawal, variation or variation request (as the case may be).

16.3 Following receipt of the notice given pursuant to Clause 16.1(c), the Code Administrator shall submit such variation request to the appropriate IGT UNC Modification Panel which the Proposer shall attend for the purpose of explaining the variation request.

16.4 Subject to Clause 15 the Modification Proposal shall be varied to replace the original Modification Proposal which shall be deemed withdrawn where the IGT UNC 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 Modification Proposal was deemed withdrawn;

(b) does not so determine in accordance with (a), and in such case, the IGT UNC Modification Panel shall make a determination in respect of the varied Modification Proposal in accordance with Clause 18.7.

16.5 The Proposer of a variation request may withdraw it any time before the IGT UNC Modification Panel votes in accordance with Clause 16.4.

16.6 A Modification Proposal made by a Pipeline User shall be deemed withdrawn:

(a) on the User Discontinuance Date in accordance with Part K; or

(b) on the date upon which the Proposer ceases to hold a Shipper's Licence or Gas Transporter's Licence.

16.7 The Authority, upon request by a Proposer of a Significant Code Review Modification Proposal may direct:

(a) that the Proposer may vary, withdraw or make a variation request in respect of the relevant Significant Code Review Modification Proposal in accordance with Clause 16; or

(b) 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.

## 17 Urgent Modification Proposals

### 17.1 Procedure (Urgent Modification Proposals)

17.1.1 If a Modification Proposal has been considered or identified pursuant to Clause 10.1.4 as one which should be treated as an Urgent Modification Proposal the Code Administrator shall within one Business Day 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 IGT UNC Modification Panel to provide the Authority with the opinion of the IGT UNC Modification Panel on whether or not the Modification Proposal should be considered as an Urgent Modification:

(i) the Code Administrator shall convene a meeting of the IGT UNC Modification Panel within five (5) Business Days of the Authority requesting the opinion of the IGT UNC Modification Panel and place such request on the Agenda for that meeting; and

(ii) the IGT UNC Modification Panel shall provide the Authority with its opinion.

17.1.2 If the Authority considers it appropriate that the Modification Proposal referred to in Clause 17.1.1 should be treated as an Urgent Modification Proposal:

(a) the Code Administrator shall notify each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any);

(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 IGT UNC Modification Panel and seeking representations from each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any)), may be deviated from or any other procedure accepted by the Authority may be followed;

(c) the Code Administrator shall prepare 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.

17.1.3 If the Authority does not accept that the Modification Proposal should be treated as an Urgent Modification Proposal the Code Administrator shall notify the Proposer and Clauses 18, 19 (if applicable) and Clause 23 shall apply in respect of the Modification Proposal.

17.1.4 Until such time as the Authority makes a decision as referred to in Clause17.1.2 or Clause 17.1.3, no further action shall be taken pursuant to the Modification Rules in respect of the Urgent Modification Proposal.

### 17.2 Modification Report (Urgent Modification Proposals)

17.2.1 Each Modification Report and attachments (if any) prepared pursuant to Clause 17.1.2(c) shall, in addition to reporting to the extent relevant upon the matters referred to in Clause 25 detail:

(a) the reasons why it is an Urgent Modification Proposal; and

(b) the procedures that the IGT UNC Operator has followed pursuant to Clause 17.1.2(b) where these differ from the Modification Procedures.

17.2.2 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 IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant (if any) and each Affected Person (if any).

17.3 Modification (Urgent Modification Proposals)

17.3.1 The IGT UNC Operators shall modify the IGT UNC and the Relevant IGT UNC Operator shall modify an IGT Individual Network Code in accordance with each direction made and consent given by the Authority.

17.3.2 The Code Administrator shall as soon as possible notify each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant (if any) and each Affected Person (if any) of the urgent Modification. Each such notice shall specify the legal text of the modification

17.4 Report on Modification (Urgent Modification Proposals)

17.4.1 Where an urgent Modification is implemented, the Code Administrator shall at the next meeting of the IGT UNC Modification Panel report to the IGT UNC Modification Panel in respect of the urgent Modification. The IGT UNC Modification Panel may determine at that meeting that the subject matter of the urgent Modification so made shall be referred to a Work Group. If the IGT UNC Modification Panel shall so determine, the Code Administrator shall refer such proposal to the relevant Work Group together with the Terms of Reference to be applicable.

## 18 Discussion of Modification Proposals

18.1 Subject to Clause 15, Clause 17 and without prejudice to Clause 7.7, the IGT UNC Modification Panel shall discuss each new Modification Proposal at a meeting of the IGT UNC Modification Panel.

18.2 Subject to Clause 17, each Proposer or party making a Modification Proposal or Review Proposal (as the case may be) shall ensure the attendance of its representative at the meeting of the IGT UNC Modification Panel at which the Modification Proposal or Review Proposal is to be discussed initially; at such meeting the Proposer's representative may give a presentation in respect of the Modification Proposal or Review Proposal and shall endeavour to answer any questions which the IGT UNC Modification Panel may have in respect of the Modification Proposal or Review Proposal and any presentation given.

18.3 If a representative of the Proposer or party making a Modification Proposal or Review Proposal does not for whatever reason attend the meeting of the IGT UNC Modification Panel at which the relevant Modification Proposal or Review Proposal is to be discussed initially the IGT UNC Modification Panel may determine that, notwithstanding such non-attendance of the Proposer's representative, the IGT UNC Modification Panel shall proceed to discuss the Modification Proposal or Review Proposal.

18.4 If the IGT UNC Modification Panel shall not make a determination pursuant to Clause 18.5, the IGT UNC Modification Panel will not discuss the Modification Proposal or Review Proposal further unless the representative of the Proposer or party making a Modification Proposal or Review Proposal shall have attended a meeting of the IGT UNC Modification Panel pursuant to Clause 18.2 or the IGT UNC Modification Panel shall determine to discuss the Modification Proposal or Review Proposal further.

18.5 The IGT UNC Modification Panel shall make a determination under Clause 18.7 having:

(a) discussed the Modification Proposal and, subject to Clause 18.3;

(b) heard the presentation of the Proposer's representative; and

(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;

or where it has received a referral pursuant to Clause 21.3.

18.6 The IGT UNC 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 Code Administrator 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 a Significant Code Review;

(c) its reasons for making such determination;

(d) a copy of the relevant Modification Proposal; and

(e) its assessment of whether the exceptions under Standard Licence Condition 9 (paragraph 12A) of the Gas Transporter's Licence may be applicable.

18.7 Subject to Clause 18.3 and Clause 18.9, the IGT UNC Modification Panel may, without prejudice to Clause 18.5, determine that a Modification Proposal:

(a) should proceed to Consultation in accordance with Clause 23.1 or

(b) should proceed to Development for Work Group Assessment in accordance with Clause 19 (and the IGT UNC 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 Work Group to submit its Work Group Report); or

(c) should be deferred to a subsequent meeting of the IGT UNC Modification Panel for further discussion; or

(d) be subject to Review, in which case the provisions of Clause 22 shall apply; or

(e) satisfies the Self-Governance Criteria, in which case the provisions of Clause 18.7(a) shall apply; or

(f) be referred back to the Proposer for further development in which case the provisions of Clause 18.9 shall apply.

18.8 If the IGT UNC Modification Panel does not, at the meeting, make a determination pursuant to Clause 18.7 in respect of a Modification Proposal, the IGT UNC Modification Panel shall be deemed to have made a determination pursuant to Clause 18.7(c). If at the subsequent meeting of the IGT UNC Modification Panel a determination is still not made, the IGT UNC Operators will refer the Modification Proposal to Consultation as referred to in Clause 18.7(a).

18.9 If the IGT UNC Modification Panel makes a determination pursuant to Clause 18.7(f), the Modification Proposal as further developed by the Proposer shall be regarded as a variation of the original Modification Proposal and, once it is so further developed, shall be placed on the Agenda of the next following meeting of the IGT UNC Modification Panel.

18.10 Where the Modification Proposal is a European Modification Proposal or a Significant Code Review Modification Proposal the European Modification Proposal or Significant Code Review Modification Proposal will proceed in accordance with the Modification Rules subject to any changes required by Clause 31.

## 19 Modification Procedures – Work Group Assessment (Development)

19.1 Where the IGT UNC Modification Panel has determined that a Modification Proposal should proceed to Development subject to 18.7(b), the relevant Work Group shall be incorporated into the IGT UNC Modification Workstream and added to the Agenda of the forthcoming IGT UNC Modification Workstream and remain on the Agenda of future IGT UNC Modification Workstreams until the IGT UNC Panel determine by Panel Majority that it shall be removed.

19.2 The Code Administrator shall convene meetings of the IGT UNC Modification Workstream by notice to the Members not less frequently than once every month unless the IGT UNC Modification Panel determine that a monthly meeting of the IGT UNC Modification Workstream should be cancelled pursuant to Clause 19.8.

19.3 Every year in January the IGT UNC Modification Panel shall agree dates for the twelve IGT UNC Modification Workstream meetings to be held in the calendar year commencing at the following January.

19.4 Within ten (10) Business Days of the IGT UNC Modification Workstream dates being agreed pursuant to Clause 19.3, the Code Administrator shall publish and maintain on the IGT UNC website dates for IGT UNC Modification Workstream meetings.

19.5 The IGT UNC Modification Panel may by a Panel Majority decision determine that an IGT UNC Modification Workstream meeting be convened in addition to or in place of the monthly IGT UNC Modification Workstream meeting to discuss matters relating to one or more Work Groups. The Code Administrator will circulate details of the meeting together with an Agenda and any relevant materials as soon as reasonably practical after the panel decision was taken to convene an IGT UNC Modification Workstream meeting pursuant to this Clause 19.5. For the avoidance of doubt an IGT UNC Modification Workstream meeting convened pursuant to this Clause 19.5 may form part of an IGT Shipper Standing Work Group meeting.

19.6 The Code Administrator shall be responsible for chairing IGT UNC Modification Workstream meetings.

19.7 The Code Administrator, or in the case of 19.8(b) the relevant IGT UNC Operator or Pipeline User, shall ensure that each Work Group meeting held during the IGT UNC Modification Workstream is minuted and that each Member, each IGT UNC Operator and each Pipeline User is sent a copy of the minutes recorded pursuant to this Clause 19.7 within five (5) Business Days.

19.8 Where for an IGT UNC Modification Workstream meeting the Code Administrator is unable to provide:

(a) a chairman pursuant to Clause 19.6; or

(b) a secretariat to record the minutes pursuant to Clause 19.7;

the Code Administrator must notify each Member, each IGT UNC Operator and each Pipeline User accordingly and arrange for an IGT UNC Operator or a Pipeline User to take on the vacant role for that meeting.

19.9 If after consulting IGT UNC Modification Panel Members the Code Administrator considers there to be insufficient business to warrant holding an IGT UNC Modification Workstream meeting, the Code Administrator shall:

(a) cancel such meeting; or

(b) move such meeting to one that is solely held by the use of telephone, conference telephone, video link or any other audio, audio-visual or interactive communication;

notifying each Member, each IGT UNC Operator and each Pipeline User of the change no later than five (5) Business Days prior to the planned date of such meeting.

19.10 Where Work Group members reach the consensus that the Development of a Modification Proposal may be better facilitated through a Sub Group, the Work Group Chairman may direct that such a Sub Group is formed.

19.11 Where a Sub Group is formed pursuant to Clause 19.10 the Work Group chairman shall ensure that:

(a) a chairman is elected to lead the Sub Group;

(b) all parties wishing to become Sub Group members are recorded as being members of the relevant Sub Group;

(c) the deliverables of the Sub Group are recorded in the minutes of the Work Group meeting;

(d) that a date is established and minuted for the Sub Group chairman to report back to Work Group with the Sub Group's work and/or findings; and

(e) the Code Administrator provides assistance to the Sub Group chair to communicate information to IGT UNC parties.

19.12 All Sub Groups shall be bound by the IGT UNC Sub Group Terms of Reference.

19.13 Each Work Group shall conduct its business in such manner as to allow any person to attend and participate in meetings of the Work Group, including the use of telephone, conference telephone, video link or any other audio, audio-visual or interactive communication.

19.14 The Code Administrator shall ensure that the Authority is notified of all meetings of each Work Group. The Authority (or any representative of the Authority) shall be invited to all meetings of all Work Groups;

19.15 Composition of Work Group Reports:

(a) without prejudice to Clause 19.3 (c) the Code Administrator shall prepare a Work Group Report which shall set out the information, and be in the form, specified on the IGT UNC Website;

(b) the Code Administrator and the Work Group shall together use their reasonable endeavours to complete the Work Group Report in the timescale determined in accordance with Clause 20.2; and

(c) if two (2) or more Modification Proposals shall have been considered together by the Work Group, the Work Group Report shall report on each Modification Proposal.

19.16 Each Work Group Report shall (subject to Clauses 6.7 and 6.8) 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 IGT UNC Modification Panel at which that report is to be discussed.

19.17 Having discussed the Work Group Report and allowed any members of the relevant Work Group (in attendance at the meeting of the IGT UNC Modification Panel) to express any views on the substance of the Work Group Report or the conduct of the consideration of the Modification Proposal by the Work Group, the IGT UNC Modification Panel may determine:

(a) that the Modification Proposal shall proceed to Consultation in accordance with Clause 23.1;

(b) to refer the Work Group Report back to the Work Group for revision or further work; or

(c) to continue to consider or to consider further the Work Group Report at a subsequent meeting of the IGT UNC Modification Panel.

## 20 Terms of Reference

20.1 The Terms of Reference for each Modification Proposal referred to a Work Group shall:

(a) detail the Modification Proposal:

(b) detail the work to be undertaken by the Work Group, to enable the Work Group to prepare its Work Group Report; and

(c) specify any matters, in addition to those referred to in the Chairman's Guidelines (available on the IGT UNC Website), which the Work Group, should address in its Work Group Report

(d) detail other matters (if any) to be considered or reviewed by the Work Group;

(e) state whether the Work Group, should consult with any other person for the purposes of its Work Group 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;

(f) set a timetable in accordance with which the work of the Work Group is to be done and its Work Group Report prepared; and

(g) specify when the Work Group, is to comment upon the legal text of the Modification, provided to the Work Group pursuant to Clause 21.

20.2 Unless the IGT UNC Modification Panel shall otherwise determine, the timetable referred to in Clause 20.1(f) shall consist of a period of up to six (6) months. Where the IGT UNC 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 IGT UNC Modification Panel shall make a determination under Clause 18.7 in respect of the relevant Modification Proposal at the next meeting of the IGT UNC Modification Panel.

20.3 The IGT UNC Modification Panel may, from time to time, determine:

(a) to change the Terms of Reference of any Work Group; or

(b) if the Terms of Reference of the relevant Work Group so anticipate, that the Work Group should undertake new or further work or consider new matters (whether or not related to any earlier work undertaken by that Work Group).

## 21 Legal Text for Modification

21.1 In relation to each Modification Proposal, the IGT UNC Operators shall prepare the legal text of the Modification:

(a) Where requested by the IGT UNC Modification Panel by way of Panel Majority vote at any time prior to a determination under Clause 23.3.3(a) or where directed by the IGT UNC Modification Panel, for inclusion in the Draft Modification Report prepared pursuant to Clause 23.2.1 (unless the IGT UNC Modification Panel has determined that legal text is not required pursuant to Clause 23.1.1(a) or Clause 23.2.3); or

(b) If requested or directed to do so by the Authority.

In the case of Clause 21.1(a) the IGT UNC Operators shall provide the legal text within 15 Business Days of such request unless the IGT UNC Operators confirm at that meeting of the IGT UNC Modification Panel that existing legal text provided is suitable for inclusion in the Draft Modification Report.

21.2 Subject to Clause 17, the Suggested Text and/or any legal text provided by the IGT UNC Operators pursuant to Clause 21.1 prior to a determination under Clause 23.1 of each Modification shall be considered by the relevant Work Group to which such Modification Proposal has been referred in accordance with these Modification Rules. If the Suggested Text and/or legal text provided by the IGT UNC Operators pursuant to Clause 21.1 prior to a determination under Clause 23.1 of a Modification is not considered by Work Group prior to that Work Group's Work Group Report being discussed by the IGT UNC Modification Panel pursuant to Clause 19.5, the Work Group shall, where requested by the IGT UNC Modification Panel, having considered the legal text of a Modification and prior to the preparation of the Draft Modification Report pursuant to Clause 23.2.1, prepare a supplemental report commenting as appropriate on the legal text.

21.3 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 IGT UNC Modification Panel for determination pursuant to Clauses 23.2.3 and 23.2.5.

21.4 At any time following a request for legal text pursuant to Clause 21.1(a) and prior to a determination under Clause 23.3.3(a) the IGT UNC Operators 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 IGT UNC Operators.

## 22 <u>Review</u>

### 22.1 Purpose

22.1.1 These Review Proposal 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 IGT Uniform Network Code or an Individual Network Code (as the case may be) for consideration by the IGT UNC Modification Panel (a "Review Proposal")

### 22.2 Review Proposals

22.2.1 The IGT UNC Modification Panel may determine that any matter or Review Proposal discussed at a meeting of the IGT UNC Modification Panel should be subject to the Review Proposal Procedures.

22.2.2 A Review Proposal may be withdrawn at any time before a Modification Proposal is deemed to have been made in respect of the Review Proposal under Clause 22.4.4(a).

22.2.3 The Code Administrator shall allocate to each Review Proposal a unique reference number.

### 22.3 Form of Review Proposal

22.3.1 Each Review Proposal shall:

(a) be in writing;

(b) be in the form set out in the Best Practice Guidelines available on the IGT UNC website; and

(c) set out in reasonable detail the nature of the matter which is the subject of the Review Proposal.

22.3.2 The Code Administrator may, from time to time, stipulate the form which a Review Proposal should take.

### 22.4 Review Proposal Procedures

22.4.1 Following the submission of a Review Proposal, the IGT UNC Modification Panel may determine:

(a) that such Review Proposal be subject to consideration by a Work Group with such Terms of Reference, procedures and such timetable as the IGT UNC Modification Panel shall determine; or

(b) that such Review Proposal be subject to consideration by the IGT Shipper Standing Work Group; or

(c) subject to Clauses 22.4.4 (a) and (b), the Review Proposal shall lapse and in such case the Code Administrator shall notify the person making the Review Proposal.

22.4.2 Following review by a Work Group, the Work Group shall submit a Work Group Report to the IGT UNC Modification Panel which shall set out or append in full any draft form of Modification Proposal developed by the Work Group in relation to the Review Proposal.

22.4.3 Following submission of a Work Group Report under Clause 22.4.2, the IGT UNC Modification Panel shall consider the Work Group Report, and in the event that the IGT UNC Modification Panel does not determine that a further assessment be undertaken by the Work Group, the Code Administrator shall circulate the Work Group Report to the person making the Review Proposal, **each IGT UNC Operator,** each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any).

22.4.4 Where the Work Group Report submitted in accordance with Clause 22.4.2 contains a recommendation in the form of a draft Modification Proposal and the IGT UNC Modification Panel:

(a) determines to support such recommendation, a Modification Proposal shall be deemed to have been made by the person making the Review Proposal and such Modification Proposal shall be dealt with in accordance with Clause 23.1; or

(b) makes no determination, the Work Group may reconsider and resubmit the Work Group Report (whether or not containing a new recommendation) for reconsideration by the IGT UNC Modification Panel and Clause 22.4.3 shall apply.

## 23 <u>Consultation Procedures</u>

### 23.1 Modification Proposal to proceed to Consultation

23.1.1 If the IGT UNC Modification Panel determines pursuant to Clause 18.7(a) that a Modification Proposal should proceed to Consultation:

(a) the IGT UNC Modification Panel shall be deemed to have requested that the IGT UNC Operators provide legal text unless the IGT UNC Modification Panel determines that legal text is not required for the purposes of the Draft Modification Report or Final Modification Report (which may be the case

where Suggested Text has been provided by the Proposer and is sufficient in the view of the IGT UNC Modification Panel); and

(b) the IGT UNC Modification Panel shall inform the Code Administrator if it determines that the time periods set out in Clauses 19.2 and 19.3 for Consultation should, in its opinion, be deviated from in relation to the relevant Modification Proposal.

(c) where the Modification Proposal is *no*t a Self-Governance Modification Proposal, the Code Administrator may invite each IGT UNC Operator, each User, Affected Person (if any) to make representations in respect of whether such Modification Proposal should not be a Self-Governance Modification Proposal.

**23.2 Draft Modification Report Consultation**

23.2.1 Following determination of the IGT UNC Modification Panel that a Modification Proposal should proceed to Consultation under Clause 23.1, the Code Administrator shall prepare a Draft Modification Report in accordance with Clause 25 within:

(a) fifteen (15) Business Days, where the IGT UNC Modification Panel has determined that legal text is required; or

(b) three (3) Business Days, where the IGT UNC Modification Panel has determined that legal text is not required,

and such other time period as the IGT UNC Modification Panel shall determine.

23.2.2 Where the IGT UNC Modification Panel has determined that legal text is required, then within one Business Day of receiving such Draft Modification Report the Code Administrator shall circulate the Draft Modification Report to the next meeting of the IGT UNC Modification Panel and subject to Clause 23.2.3, within one (1) Business Day following the date upon which the IGT UNC **Modification Panel meeting is** convened, the Code Administrator shall circulate it to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) inviting them to make (or withdraw earlier) representations to the IGT UNC Operators within fifteen (15) Business Days following the date of that invitation.

23.2.3 Where the Modification Proposal has been referred to the IGT UNC Modification Panel in accordance with Clause 21.3 it may determine legal text is not required with the Draft Modification Report.

23.2.4 Where the Modification Proposal has been referred to the IGT UNC Modification Panel in accordance with Clause 21.3 it may determine that legal text is required, should this be the case the Code Administrator shall advise either the Proposer or the relevant Work Group of the reason(s) why the legal text cannot be provided, the Proposer or the relevant Work Group shall thereafter liaise with the IGT UNC Operators in order to resolve the issues and allow legal text to be provided.

23.2.5 Where the IGT UNC Modification Panel has determined that legal text is not required:

(a) pursuant to Clause 23.1.1 (a), within one (1) Business Day of receiving the Draft Modification Report;

(b) pursuant to Clause 23.2.3, within one (1) Business Day of such determination;

the Code Administrator shall circulate the Draft Modification Report to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) inviting them to make (or withdraw earlier) representations to the IGT UNC Operators within fifteen (15) Business Days following the date of that invitation.

**23.3 Final Modification Report Consultation**

23.3.1 Within five (5) Business Days following the last day for representations to the Draft Modification Report in accordance with Clause 23.2.2 or 23.2.5 the Code Administrator shall:

(a) subject to 23.3.1 (d), prepare a Final Modification Report in accordance with Clause 25 for approval of the IGT UNC Modification Panel;

(b) submit a copy of that Final Modification Report to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) that submitted (and not so withdraw) a representation with regard to the Draft Modification Report pursuant to Clauses 23.2.2 or 23.2.5; and shall attach to that Final Modification Report all representations (if any) so received (and not so withdrawn);

(c) add the Modification Proposal as an Agenda item for the IGT UNC Modification Panel to discuss; and

(d) where the Code Administrator considers that any representation made identifies issues that may arise through implementation of the proposal which have not been identified in other responses to the same proposal then the Code Administrator shall record such issues and include them in the Final Modification Report and the Code Administrator shall submit it to the next IGT UNC Modification Panel for determination pursuant to Clause 23.3.2;

23.3.2 Where the IGT UNC Modification Panel determines that views on such issues should be obtained by the relevant Work Group then the Code Administrator shall:

(a) submit the Final Modification Report to the relevant Work Group and to obtain a report containing their views; and

(b) within three (3) Business Days following receipt of such report submit a copy of the Final Modification Report to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) that submitted (and not so withdraw) a representation with regard to the Draft Modification Report pursuant to Clauses 23.2.2 or 23.2.5; and shall attach to that report all representations (if any) so received (and not so withdrawn); and the report (if any) received pursuant to this Clause 23.3.2; and

(c) add the Modification Proposal as an Agenda item for the IGT UNC Modification Panel to discuss.

23.3.3 Upon receipt of the Final Modification Report under Clause 23.3.1 or 23.3.2 the IGT UNC Modification Panel shall assess whether the Final Modification Report complies with Clause 25, and if it is compliant, shall:

(a) determine whether or not to recommend the implementation of the Modification Proposal to the Authority;

(b) submit to the Authority its determination under Clause 23.3.3(a) and the factors which (in its opinion), justify its determination and which shall include details of the IGT UNC Modification Panel's reasoning for determining whether or not the Modification Proposal better facilitates achievement of the Relevant Objectives or not;

(c) subject to Clause 31, provide a date for the implementation of the Modification Proposal, either by endorsement of the Proposer's recommended implementation date, or pursuant to Clause 23.3.4; and

(d) instruct the Code Administrator to send the Final Modification Report, together with its recommendation to the Authority.

23.3.4 If the IGT UNC Modification Panel does not determine by unanimous vote to agree the Proposer's recommended implementation date pursuant to Clause 23.3.3 (c), it will unanimously agree a date, beginning with the earliest practical date (if not that recommended by the Proposer) and ending with a date 5 releases from Authority direction to implement. If no agreement can be reached the implementation date shall be 6 releases from Authority direction to implement, unless unanimous agreement can be achieved on a date further in the future.

23.3.5 The Code Administrator shall circulate to the Authority, each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) the following:

(a) a copy of the Final Modification Report and any other attachments; and

(b) a copy of the IGT UNC Modification Panel's recommendation to the Authority seeking a determination of the Authority as to whether the Modification should be implemented or not.

23.3.6 Where a Final Modification Report is received by the Authority, the Authority may determine whether the proposed Modification shall be implemented and may give notice of its decision to the Code Administrator, 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 Code Administrator shall circulate to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) a non-implementation notice; and

(b) If the notice confirms the Authority's determination to implement the Modification, the Code Administrator shall circulate to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) an implementation notice.

23.3.7 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) Clause 23.3.3, Clause 23.3.5, Clause 23.3.6 and Clause 24 shall not apply to such proposal.

23.3.8 The IGT UNC Modification Panel shall upon receipt of the Final Modification Report under Clause 23.3.1 or 23.3.2 in respect of a Self-Governance Modification Proposal:

(a) assess whether the Final Modification Report complies with Clause 25.3, and if 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) no earlier than the Proposed Self-Governance Modification Proposal Determination Date;

(b) where the Panel has made a determination that the Self-Governance Modification Proposal should be implemented, provide a date for the implementation of the Modification Proposal, either by endorsement of the Proposer's recommended implementation date, or pursuant to Clause 23.3.8 (c) ;

(c) if the IGT UNC Modification Panel does not determine by unanimous vote to agree the Proposer's recommended implementation date pursuant to Clause 23.3.8 (b), it will unanimously agree a date, beginning with the earliest practical date (if not that recommended by the Proposer) and ending with a date 5 releases from the date of the Panel decision to implement. If no agreement can be reached the implementation date shall be 6 releases from the date of the Panel decision to implement, unless unanimous agreement can be achieved on a date further in the future;

(d) instruct the Code Administrator to include such determination and the IGT UNC Modification Panel's reasoning for such determination in the Final Modification Report; and

(e) instruct the Code Administrator to circulate an implementation notice or a non-implementation notice (as the case may be) in respect of such proposal to each IGT UNC Operator, each Pipeline User, each Member, each Third Party Participant, each Affected Person (if any) and the Authority within three (3) Business Days of the Self-Governance Modification Proposal Determination Date.

23.3.9 Subject to Clause 23.3.10, where the IGT UNC Modification Panel makes a determination in respect of a Self-Governance Modification Proposal under Clause 23.3.8(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 IGT UNC Modification Panel has made a determination under Clause 30.1 and (where no subsequent Appeal is made to the Authority under Clause 30.5) and implementation notice has been sent in accordance with Clause 30.4; or

(b) the Authority has made a determination in respect of an appeal made under Clause 30.5 and an implementation notice has been sent in accordance with Clause 30.11.

23.3.10 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.

23.3.11 Clauses 23.3.8 to 23.3.11 (inclusive) shall not apply to a Self-Governance Modification Proposal where the Authority has directed under Clause 11.6 that its approval is required in respect of the implementation of such proposal.

## 24 **Further Consultation**

24.1 If, in respect of a Modification Proposal which is the subject of a Final Modification Report previously submitted to the Authority by the Code Administrator in accordance with Clause 23.3.5 or Clause 17.2:

(a) the Authority has not given notice of its decision in respect of that Final Modification Report within two (2) calendar months (in the case of Urgent Modification Proposals), or four (4) calendar months (in the case of non-Urgent Proposals) from the date upon which the relevant Final Modification Report was submitted to it; or

(b) the Authority, or any Voting Member, by notice to the Code Administrator expresses the reasonable opinion that the circumstances relating to that Modification have materially changed,

the Code Administrator shall place that Modification Proposal on the Agenda for consideration at the next IGT UNC Modification Panel meeting.

24.2 Having considered the circumstances relating to the Modification Proposal which is subject to Clause 24.1, the IGT UNC Modification Panel may determine that:

(a) the Code Administrator 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 IGT UNC Modification Panel meeting prepare and circulate a notice to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) outlining the change in circumstances or reasons for delay and inviting further representations within ten (10) Business Days of the date of the notice; or

(c) the Code Administrator should place the Modification Proposal on the Agenda for further consideration at a future meeting of the IGT UNC Modification Panel as determined by the IGT UNC Modification Panel.

24.3 If the IGT UNC Modification Panel makes a determination in accordance with Clause 24.2(a) then the Code Administrator 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 IGT UNC Modification Panel meeting, it being recognised at all times that the Authority is not obliged, as a result of a request pursuant to Clause 24.2(a), to provide any response or indication.

24.4 If the IGT UNC Modification Panel makes a determination in accordance with Clause 24.2(b) the Code Administrator shall within five (5) Business Days of the date upon which the invitation for representations closed prepare a supplemental report (which need not be in the form of a Final Modification Report) and submit that report and copies of any representations received to the Authority and circulates a copy to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any).

24.5 Any report submitted to the Authority under Clause 24.4 shall be supplemental to the Final Modification Report. Supplemental reports may, but need not, express a view and recommendation which confirms those expressed in the Final Modification Report to which it refers.

## 25 **Content of Modification Reports**

25.1 Each Draft Modification Report or Final Modification Report shall set out the information, and be in the form, specified on the IGT UNC Website and:

(a) shall in relation to a recommendation of the IGT UNC Modification Panel under Clause 23.3.3(b), include details of the IGT UNC Modification Panel's reasoning for determining whether or not the Modification Proposal better facilitates achievement of the Relevant Objectives; and

(b) state whether or not a determination has been made by the IGT UNC Modification Panel under Clause 23.3.3(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 [the modification report] relates to a Modification Proposal that is neither a Self-Governance Modification Proposal nor a Fast Track Self-Governance Modification Proposal, state that fact together with the reasons why the proposal failed to satisfy both the Self-Governance Criteria and Fast Track Self-Governance Criteria and whether such failure was determined by the IGT UNC Modification Panel or the Authority; and

(d) state whether the Modification Proposal is made pursuant to a direction of the Authority in respect of a Significant Code Review.

25.2 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 IGT UNC Modification Panel in respect of either proposal) the Final Modification Report shall, in addition to the analysis referred to in Clause 25.1(b), provide an analysis as to which of the Modification Proposals would in the opinion of the IGT UNC Modification Panel better facilitate the achievement of the Relevant Objectives. Where two (2) Modification Proposals were proceeding through the Modification Procedures together and the IGT UNC Modification Panel shall have determined that only one (1) of the Modification Proposals should proceed, the Final Modification Report shall provide a commentary as to the circumstances in which the IGT UNC Modification Panel so determined.

25.3 In preparing any Draft Modification Report or Final Modification Report, the Code Administrator shall:

(a) do so on the basis set out in these Modification Rules; and

(b) not be required to have regard (other than as expressly provided in these Modification Rules) to the consequences of any Modification on any person or persons.

25.4 Where a Work Group Report has been prepared in accordance with Clause 19.3 the IGT UNC Modification Panel may determine that it shall constitute the Draft Modification Report.

## 26 **Authority Send Back**

26.1 The Authority shall have the power to Send Back a Final Modification Report to the IGT UNC Panel where it determines that it cannot properly form an opinion on the approval of the Modification Proposal.

26.2 Where pursuant to Clause 26.1 a Final Modification Report is returned to the IGT UNC Panel, the Code Administrator shall circulate as soon as practical the details to each IGT UNC Operator, each Pipeline User, each Member, each Third Party Participant, each Affected Person (if any) and, subject to Clause 6.5, place the matter on the Agenda of the next IGT UNC Panel Meeting for discussion.

26.3 Pursuant to Clause 26.2 and subject to Clause 31.5 and Clause 32.3 the IGT UNC Panel shall review the comments provided by the Authority and either:

(a) refer the matter to the appropriate Work Group for further development; or

(b) re-issue the Modification Proposal for further Consultation, highlighting the concerns raised by the Authority; or

(c) subject to the agreement of IGT UNC Panel, amend the Final Modification Report to address the concerns raised by the Authority.

26.4 Any Work Group Report re-issued pursuant to Clause 26.3(a) shall be subject to Clause 19.4 and Clause 19.5.

26.5 Any Modification Proposal re-issued for further Consultation shall be subject to Clause 23.1.

26.6 Subject to the conclusion of the relevant referral, pursuant to 26.3, the Code Administrator shall resubmit the amended Final Modification Report to the Authority.

## 27 Modification Proposal Implementation

27.1 The IGT UNC Operators shall in respect of the IGT UNC and the Relevant IGT UNC Operator shall in respect of an Individual Network Code, where so directed to implement by the Authority, or in the case of a Self-Governance Modification Proposal or Fast Track Self-Governance Modification Proposal by the IGT UNC Modification Panel, implement subject to Clause 27.2 a Modification Proposal (or Alternative Modification Proposal), and will within 5 Business Days after receipt of such direction notify all Pipeline Users of such decision including where there is a direction to implement, details of the implementation date and a copy of the changes to be made.

27.2 Unless otherwise determined by the Code Administrator, having consulted the IGT UNC Operators and Pipeline Users, and subject to Clause 31, the IGT UNC Operators shall only be entitled in each year to implement Modification Proposals pursuant to Clause 22.1 on three occasions, such occasions to occur on dates to be specified by the Code Administrator in the months of February, June and November. A Modification Proposal shall not be implemented earlier than:

(a) for changes to documentation only, two months after:

(i) the date of direction or consent by the Authority; or

(ii) in respect of a Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel, subject to Clause 23.3.9; or

(iii) in respect of Fast Track Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel.

(b) for changes that involve operational changes, four months after;

(i) the date of direction or consent by the Authority; or

(ii) in respect of a Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel, subject to Clause 23.3.9; or

(iii) in respect of Fast Track Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel.

(c) in all other cases, six months after;

(i) the date of direction or consent by the Authority; or

(ii) in respect of a Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel, subject to Clause 23.3.9; or

(iii) in respect of Fast Track Self-Governance Modification Proposal a determination made by the IGT UNC Modification Panel.

27.3 The Code Administrator will provide to each Pipeline User in the months of January, May and October, a copy of the plan for the next implementation of the Modification Proposals to be implemented pursuant to Clause 27.2.

27.4 The IGT UNC Operators will endeavour to publish or release a revised IGT UNC within 30 Business Days after the date of each implementation of Modification Proposals in February, June and November.

27.5 The IGT UNC Operators shall not modify the IGT UNC except pursuant to a direction or otherwise with the consent or at the direction of the Authority, or in respect of a Self-Governance Modification Proposal or Fast Track Self-Governance Modification Proposal pursuant to a determination made by the IGT UNC Modification Panel.

## 28 General

28.1 Members may propose amendments to the Chairman's Guidelines from time to time by notice in writing to the Code Administrator who shall place such proposed amendments on the Agenda for the next following meeting of the IGT UNC Modification Panel. If such proposed amendments are approved by determination of the IGT UNC Modification Panel, the Code Administrator shall amend the Chairman's Guidelines as appropriate and circulate to Members, each IGT UNC Operator and Pipeline Users the Chairman's Guidelines within ten (10) Business Days of such meeting.

28.2 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 communication submitted by the IGT UNC Operators or any of them 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 Modification Rules.

28.3 All representations (and any withdrawal of the same) made by each Pipeline User and each IGT UNC Operator pursuant to these Modification 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 to which they relate.

28.4 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 the Modification Rules shall be made in accordance with Part K. Unless the IGT UNC Modification Panel determines otherwise, it is agreed that documents, notices or other communications made under the Modification Rules may be submitted by electronic mail.

28.5 Subject to Clause 31, notwithstanding any time periods specified in these Modification Rules in respect of any Modification Proposal, Third Party Modification Proposal or Review Proposal the IGT UNC Modification Panel may, from time to time, determine to shorten or lengthen the time period within which any (or all) of the procedures under the Modification Rules are to be undertaken. If the IGT UNC Modification Panel shall so determine, the IGT UNC Operators shall, so far as consistent with the Modification Rules and the Gas Transporter's Licence, do all acts and things which the Modification Rules specify as acts and things to be done by the IGT UNC Operators within such shorter or longer period of time so as to give effect to such determination.

28.6 Any person who provides any information for the purposes of or pursuant to the Modification Rules may require that such information may only be made available subject to such confidentiality undertakings as such person may require.

28.7 Any question arising under the Modification Rules as to whether:

(a) (in the context of representations) a Pipeline 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 the Modification Rules in relation to a Modification Proposal have been properly considered by the IGT UNC Operators or Relevant IGT UNC Operator;

shall be determined by the Authority.

## 29 View from the Authority

29.1 At any stage prior to the production of the Final Modification Report in respect of a Modification Proposal that is not a Self-Governance Modification Proposal or Fast Track Self-Governance Modification Proposal, the IGT UNC Operators or Relevant IGT UNC Operator as the case may be may decide to seek a View from the Authority on any matter connected with such Modification Proposal.

29.2 If the IGT UNC Operators or Relevant IGT UNC Operator decide to seek a View pursuant to Clause 28.1, the Code Administrator shall:

(a) forward an application to the Authority setting out the IGT UNC Operators' or Relevant IGT UNC Operator's own views and reasons for seeking a View from the Authority;

(b) if the IGT UNC Modification Panel shall so determine, suspend (in whole or in part) the consideration of the Modification Proposal by a Work Group;

(c) notify each IGT UNC Operator, each Pipeline User and each Affected Person (if any) of such decision to seek a View.

29.3 If, in respect of a View sought pursuant to this Clause 29, the Authority expresses the View that the Modification Proposal should not proceed, the Modification Proposal shall lapse and the IGT UNC Operators shall within five (5) Business Days following receipt of the View prepare and circulate notification of such lapse.

29.4 If, in respect of a View sought pursuant to this Clause 24, 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 Consultation, the Modification Proposal shall proceed to Consultation in which case the provisions of Clause 23 shall apply.

29.5 If the Authority expresses any other View the Modification Proposal shall proceed in accordance with such View.

## 30 Self-Governance Appeal Procedures

30.1 No later than fifteen (15) Business Days after the Self-Governance Modification Proposal Determination Date, a User, IGT UNC Operator or Third Party Participant may make an Appeal by giving written notice of the Appeal to the Code Administrator, such notice to identify:

(a) the Self-Governance Modification Proposal or which is the subject of the Appeal;

(b) any representations which the Appealing Party wishes to make in support of the Appeal; and

(c) evidence supporting the Appealing Party's view that it will be unfairly prejudiced by the modification proposed in the relevant Self-Governance Modification Proposal.

30.2 Subject to the Appeal being made within the period referred to in Clause 30.1, the Code Administrator shall, on receipt of a notice under Clause 30.1 notify each IGT UNC Operator, User, Member, Third Party Participant and Non-Code Party (if any) and the Authority that an Appeal has been made and the Code Administrator shall put discussion of the Appeal on the Agenda of the next meeting of the IGT UNC Modification Panel which shall be convened pursuant to Clause 6.4.

30.3 The IGT UNC Modification Panel shall decide, at the meeting referred to in Clause 30.2, whether to confirm or reverse its determination under Clause 23.3.8(a) having regard to any representations made by the Appealing Party in support of the Appeal.

30.4 The IGT UNC Modification Panel shall, upon deciding whether to confirm or reverse its determination under Clause 23.3.8(a), notify the Code Administrator and the Appealing Party of its decision as soon as reasonably practicable following receipt of the Appeal, and where the IGT UNC Modification Panel:

(a) confirms its determination under Clause 23.3.8(a), the Code Administrator shall notify each IGT UNC Operator, User, Member, Third Party Participant and Non-Code Party (if any) and the Authority of the IGT UNC Modification Panel's confirmation of its determination and send each such person an implementation or (as the case may be) non-implementation notice under Clause 23.3.8(a) confirming the implementation or (as the case may be) non-implementation of the proposal;

(b) reverses its determination under Clause 23.3.8(a), the Code Administrator shall notify each IGT UNC Operator, User, Member, Third Party Participant and Non-Code Party (if any) and the Authority of the IGT UNC 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 IGT UNC Modification Panel's initial determination under Clause 23.3.8(a).

30.5 Following the determination of the IGT UNC Modification Panel under Clause 30.4(a) but no later than fifteen (15) Business Days after that determination the Appealing Party may 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.

30.6 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 IGT UNC Modification Panel under Clause 30.4(a).

30.7 Following such determination in accordance with Clause 30.6, the Authority may:

(a) confirm the IGT UNC Modification Panel's determination under Clause 30.4(a); or

(b) quash the IGT UNC Modification Panel's determination under Clause 30.4(a) and rule that the IGT UNC Modification Panel's determination should have no further effect for the purposes of these Modification Rules.

30.8 The Authority shall notify the Code Administrator and the Appealing Party of its decision under Clause 30.7 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 unless an appeal against the decision is brought to the Competition Commission under Section 173 of the Energy Act 2004 or in accordance with any other right which permits such an appeal against the Authority's decision.

30.9 Where Clause 30.7(b) applies the Authority may:

(a) remit the Self-Governance Modification Proposal which is the subject of the IGT UNC Modification Panel's quashed determination under Clause 30.4(a) back to the IGT UNC Modification Panel for reconsideration and re-determination; or

(b) determine that the proposed modification to the IGT UNC and/or Individual Network Code should be made; or

(c) determine that the proposed modification to the IGT UNC and/or Individual Network Code should not be made; and

In the case of Clauses 30.9(b) and (c), for the purposes of Standard Licence Condition 9 (paragraph 12D) of the Gas Transporter's Licence, the IGT UNC Modification Panel's determination under Clause 30.4(a) shall be treated as the Final Modification Report submitted to the Authority under Clauses 23.3.3 and 23.3.5 and as a recommendation as to whether or not a Self-Governance Modification Proposal should be implemented.

30.10 Where the Authority:

(a) confirms the IGT UNC Modification Panel's determination under Clause 30.4(a), the Code Administrator shall notify each IGT UNC Operator, User, Member, Third Party Participant and Non-Code Party (if any) of the Authority's confirmation of the IGT UNC Modification Panel's determination under Clause 30.4(a) confirming the implementation or (as the case may be) non-implementation of the Self-Governance Modification Proposal;

(b) quashes the IGT UNC Modification Panel's determination under Clause 30.4(a), the Code Administrator shall notify each IGT UNC Operator, User, Member, Third Party Participant and Non-Code Party (if any) of the Authority's decision and send each such person an implementation notice or (as the case may be) a non-implementation notice, which shall have effect in place of the IGT UNC Modification Panel's determination under Clause 30.4(a).

30.11 Where the Code Administrator, under Clause 30.9(a) gives notice of the Authority's confirmation of the IGT UNC Modification Panel's determination under Clause 30.4(a) confirming the implementation of a Self-Governance Modification Proposal or under Clause 30.9(b) sends an implementation notice, Clause 27.1 shall apply.

## 31 European Modification Proposal Procedures and Significant Code Review Modification Procedures

31.1 Notwithstanding any time periods specified in these Modification Rules, in respect of a European Modification Proposal or a Significant Code Review Modification Proposal:

(a) The Authority may, by direction to an IGT UNC Operator or a Relevant IGT UNC Operator, specify and/or amend the timetable to apply to all or any of the relevant Modification Rules (including, but without limitation, IGT UNC Modification Panel decisions, Code Administrator actions on behalf of the IGT UNC Operators, notice periods, preparation of legal text and seeking representations from each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) and setting the implementation date of such European Modification Proposal or Significant Code Review Modification Proposal); and

(b) Where such direction has been issued, the IGT UNC Modification Panel, the IGT UNC Operators and the Relevant IGT UNC Operator will comply with the direction and ensure that any decisions and /or actions taken are in accordance with such timetable and/or implementation date.

31.2 Where the Authority makes a direction referred to in Clause 31.1(a) and such direction specifies:

(a) A timetable in respect of all of the relevant procedures specified in these Modification Rules as applying to such European Modification Proposal or a Significant Code Review Modification Proposal, the European Modification Proposal or Significant Code Review Modification Proposal shall progress in accordance with the timetable specified in such direction (and not the timetable set out in these Modification Rules);

(b) A timetable in respect of some (but not all) of the relevant procedures specified in these Modification Rules as applying to such European Modification Proposal or Significant Code Review Modification Proposal (and does not direct that the relevant procedures in respect of which no timetable is directed are not to apply to such European Modification Proposal or Significant Code Review Modification Proposal), then such European Modification Proposal shall proceed on the basis of the timetable specified in the direction (in respect of the relevant procedures specified in the direction) and the timetable set out in these Modification Rules (in respect of all other relevant procedures specified in these Modification Rules as applying to such European Modification Proposal or Significant Code Review Modification Proposal);

(c) An implementation date in respect of such European Modification Proposal or Significant Code Review Modification Proposal but specifies no timetable to apply to such European Modification Proposal or Significant Code Review Modification Proposal in relation to these Modification Rules, then the IGT UNC Operator or the Relevant IGT UNC Operator to whom the direction is made by the Authority shall notify the Code Administrator of the timetable that the IGT UNC Operator or the Relevant IGT UNC Operator reasonably believes ought to apply to such European Modification Proposal or Significant Code Review Modification Proposal in order to achieve the directed implementation date, and such notified timetable shall apply for the purposes of these Modification Rules in relation to such European Modification Proposal or Significant Code Review Modification Proposal.

31.3 Until such time as the Authority makes a direction referred to in Clause 31.1(a) the European Modification Proposal or Significant Code Review Modification Proposal shall proceed in accordance with the Modification Procedures.

31.4 Where the Proposer of a European Modification Proposal or Significant Code Review Modification Proposal is an IGT UNC Operator or a Relevant IGT UNC Operator then;

(a) the Proposer may not withdraw the Modification Proposal without the Authority's prior consent; and

(b) in relation to a Significant Code Review Modification Proposal the Authority may issue a direction (a "backstop direction") which requires such proposal and any alternative(s) to be withdrawn and which causes the Significant Code Review Phase to re-commence.

31.5 The IGT UNC Modification Panel will revise and re-submit a report provided in accordance with Clause 23.3.3 where the Authority determines that it cannot properly form an opinion on the approval of the modification proposal.

31.6 Where a European Modification Proposal or a Significant Code Review Modification Proposal is implemented, then:

(a) Where the Modification was subject to a timetable directed by the Authority, the Code Administrator shall at the next meeting of the IGT UNC Modification Panel report to the IGT UNC Modification Panel in respect of that Modification; and

(b) The IGT UNC Modification Panel may determine at that meeting that the subject matter of the Modification so made shall be referred to a Work Group. If the IGT UNC Modification Panel shall so determine, the Code Administrator shall refer such proposal to the relevant Work Group together with the Terms of Reference to be applicable.

## 32 Consideration of Significant Code Review Authority Modification Proposals by the IGT UNC Operators and the Panel

32.1 Where the Authority submits a Significant Code Review Authority Modification Proposal to the IGT UNC Modification Panel, the Code Administrator will add the Modification Proposal as an Agenda item for the IGT UNC Modification Panel to discuss at its next scheduled meeting. Subsequent to such discussion the Code Administrator will prepare a report to the Authority which will include the following:

(a) a recommendation by the panel as to whether the proposed Significant Code Review Authority Modification Proposal should or should not be made, and the factors which (in the opinion of the Panel) justify the making or not making of the proposed modification, which shall include:

(b) a detailed explanation of whether and, if so how, the proposed modification would better facilitate the achievement of the relevant objectives;

(c) where the impact is likely to be material, an assessment of the quantifiable impact of the proposed modification on greenhouse gas emissions, to be conducted in accordance with any such guidance (on the treatment of carbon costs and evaluation of greenhouse gas emissions) as may be issued by the Authority from time to time; and

(d) Where such information is available, the views of the Panel on:

i. industry impacts and costs associated with the implementation of the Significant Code Review Authority Modification Proposal;

ii. anticipated impacts of the Significant Code Review Authority Modification Proposal specifically on consumers; and

iii. the anticipated impact of the Significant Code Review Authority Modification Proposal on all parties (such as Transporters, Shippers, central systems, customers) in terms of the costs and benefits of a range of implementation options where appropriate.

32.2 Where so directed by the Authority the IGT UNC Operators will implement, subject to Clause 27.2 and Clause 32.4, the Significant Code Review Authority Modification Proposal.

32.3 Where the Authority determines that it cannot properly form an opinion on the approval of the Significant Code Review Authority Modification Proposal it may request the IGT UNC Operators to revise and re-submit the report as set out in Clause 32.1.

32.4 Where the Authority makes a direction the IGT UNC Operators and (where applicable) the Panel shall comply the timetable specified in such direction in respect of each or any of the procedural steps outlined in Clauses 32.1, 32.2 and 32.3. Such a direction will replace any timetable set out in these Modification Rules.

32.5 The Authority's published conclusions and any Significant Code Review Authority Modification Proposal shall not fetter the voting rights of the members of the panel or the recommendation procedures informing the recommendation of the IGT UNC Panel set out in Clause 32.1(a).

## PART M - DEFINITIONS

The following definitions shall apply:

**"the Act"** the Gas Act 1986 as amended;

"**Actual Invoicing**" shall have the meaning in Part G9.2.2;

**"Additional Customer Services"** shall have the meaning in Part N 2.1.1(b)(iii);

"**Advanced Meter**" shall have the same construction as that set out in Standard Condition 12.22 of the Gas Suppliers Licence published by the Authority;

**"Affected Person"** shall have the meaning in Part L 2.1;

**"Affiliate"** in relation to a body corporate is another body corporate which holds not less than the specified percentage (or where no percentage is specified, the majority) of the voting rights of the first body corporate, or subsidiary of the first body corporate or that other body corporate 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;

**"Agenda"** shall have the meaning in Part L 2.1;

**"Agency Charging Statement"** shall have the meaning ascribed thereto in the UNC;

**"Agency Functions"** shall have the meaning in Part N 2.2.1(a);

**"Agency Services"** shall have the meaning in Part N 1.3.6(b);

**"Agreed Opening Meter Reading"** shall have the meaning ascribed thereto in the UNC;

**"Aggregate EUC CSAQ"** is the amount of the aggregate of the Annual Quantities of the Relevant EUC Supply Meter Points multiplied by the applicable Pipeline Shrinkage Factor;

**"Aggregate CSEP Capacity"** shall have the meaning in Part B4.4;

**"Aggregate Pipeline Capacity"** shall have the meaning in Part CV4.3;

**"Alt HAN Company (AltHANCo)"** shall have the meaning ascribed thereto in the UNC;

**"Alternate"** shall have the meaning in Part L 2.1;

**"Alternative Modification Proposal"** shall have the meaning in Part L 2.1;

**"Ancillary Agreement"** an agreement between the Pipeline Operator and one or more Pipeline Users setting out any terms of a transportation arrangement (as defined in Standard Condition 1 of the Pipeline Operator's Licence in relation to the Pipeline:

entered into pursuant to any provision of the Code which contemplates that such an agreement may be entered into; or

which expressly provides that it is to be a Network Code Ancillary Agreement.

For the avoidance of doubt the LDZ CSEP Ancillary Agreement is not an Ancillary Agreement for the purposes of the Code;

**"Annual Quantity"** or **"AQ"** shall have the meaning ascribed to it in the UNC;

**"Applicable Daily Rate"** shall have the meaning in Part G2.4(a);

**"Applicable Annual Rate"** shall have the meaning in Part G2.4(a);

**"Applicable Commodity Rate"** shall have the meaning in Part G2.4(b);

**"Applicable Interest Rate"** shall have the meaning in Part G15.3;

**"Applicant User"** shall have the meaning in Part K1.1;

**"Authority"** the Gas and Electricity Markets Authority established under Section 1 of the Utilities Act 2000 or any successor thereof;

**“Billing Day”** shall have the meaning in Part G3.3(b);

**“Billing Period”** shall have the meaning in Part G3.3(a);

**“Bottom Stop”** shall have the meaning ascribed thereto in the UNC;

**“Business Day”** means (except for the purposes of Parts C, D and E) 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&D Information”**: shall have the meaning ascribed thereto in the UNC;

**“C&D Notification”**: shall have the meaning ascribed thereto in the UNC;

**"Calculated Gas Card Reading"** shall have the meaning in Part E1.2;

**“Capacity”** shall have the meaning in Part B2.1;

**“Capacity Ratchet Amount”** shall have the meaning in Part CII5.5;

**“Capacity Reduction Period”** shall have the meaning ascribed thereto in the UNC;

**“Capacity Revision Application”** shall have the meaning ascribed thereto in the UNC;

**“Capacity Variable Component”** shall have the meaning (if any) in the Pipeline Operator's Network Code;

**“CDSP Services”** shall have the meaning in Part N 1.3.1;

"**Central Data Services Provider**" or "**CDSP**" shall have the meaning in M1.2.1(a);

**“CSEP NExA Table Review Work Group”** shall have the meaning as set out in Section 2 of the IGT UNC Ancillary Document entitled the **IGT CSEP NExA Table Review Procedures**;

**“Chairman’s Guidelines”** shall have the meaning in Part L 2.1;

**“Change Administrator”** shall have the meaning in Part L 2.1;

**“Class 1 Requirement”** shall have the meaning ascribed thereto in the UNC;

**“Class 1 Meter Read Requirements”** shall have the meaning ascribed thereto in the UNC;

**“Close out Date”** shall have the meaning in Part L 2.1;

**“Code”** shall have the meaning in Part A2.3;

**“Code Administrator”** shall have the meaning in Part L 2.1;

**“Code Communication"**: any communication to be given by the Pipeline Operator or any Pipeline User under the Code including where so provided by and in accordance with the Pipeline Operator's Network Code, any System Communication;

**"Code Credit Limit"** shall have the meaning in Part G21.2;

**"Code Credit Rules"** shall have the meaning in Part G21.2;

**“Code Services”** shall have the meaning in Part N 1.3.5;

**“Competent Authority”** 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 Pipeline Operator or a Pipeline User or the subject matter of the Code;

**“Completion Date”** shall have the meaning in Part CV1.2(c);

**"Computer System"** the computer systems (if any) described in the Manual as from time to time modified in accordance with the Pipeline Operator's Network Code, operated by the Pipeline Operator to support implementation of certain provisions of the Code and the giving of certain communications;

**“Confirmed DM Capacity”** shall have the meaning in Part CI12.4;

**“Connected Offtake System”** shall have the meaning ascribed thereto in the UNC;

**“Connected System Exit Point”** shall have the meaning ascribed thereto in the UNC;

**"Connection Point"**: the CSEP or the US Connection Point;

**"Connections Work"** shall have the meaning in Part CV 1.2(e);

**“Consultation”** shall have the meaning in Part L 2.1;

**“Consumer”** is a reference to:

A consumer (as defined in the Gas Code) who is supplied with gas conveyed to particular premises by means of the Pipeline;

In the context of a particular Supply Point or Supply Meter Point, the consumer who is supplied with gas offtaken from the Pipeline at the relevant point; or

In the context of Pipeline User, the consumer in respect of a Supply Point of which the Pipeline User is Registered User;

“**Consumer’s Plant**” in respect of any Supply Meter, the plant and/or equipment in which gas offtaken from the Pipeline at that point is to be used (including any plant or equipment in which gas is compressed or otherwise treated before being consumed);

**“Consumer’s Representative”** shall have the meaning in Part L2.1;

**"Consumption Adjustment"** shall have the meaning ascribed thereto in the UNC;

**“Contingency Invoices”** shall have the meaning in Part G9.2.3;

**“Contingency Invoicing”** shall have the meaning in Part G9.2.3;

**“Contingency Invoice Documents”** shall have the meaning in Part G9.2.3;

**“Contract Management Committee”** shall have the meaning ascribed thereto in the UNC;

“**Conventional Notice**” a notice or communication which is or may be given by any of the means in Part K34.2;

**“Core Customer”** shall have the meaning in Part N 1.2.1(d);

**“Core Services”** shall have the meaning in Part N 1.3.1(a);

“**Coronavirus or COVID-19**” shall have the meaning ascribed thereto in the UNC;

**"CSEP"** the Connected System Exit Point agreed as such between the Large Transporter and the Pipeline Operator being the point(s) on the Pipeline at which gas can flow into the Pipeline from the Large Transporter System;

**"CSEP NExA Tables"** shall have the meaning in Part CI 1.1;

**“CSEP User”** shall have the meaning ascribed thereto in the UNC;

**“Current Supply Point”** shall have the meaning in Part CI1.12.12;

**“Customer Charge**” is a charge (if any) payable by reason of being the Registered User of a Supply Point;

**“Customer Class”** shall have the meaning in Part N 1.2.1(e);

**“Customer Group”** shall have the meaning in Part N 1.2.1(f);

“**Data Permissions Matrix**” shall have the meaning ascribed thereto in the UNC;

"**Data Services Contract**" or "**DSC**" shall have the meaning ascribed thereto in the UNC;

“**Daily Meter Reading**” shall have the meaning ascribed thereto in the UNC;

**“Day”** means the period from 05:00 hours on one day until 05:00 hours on the following day;

**"day of issue"** shall have the meaning in Part CI 20.1;

**"day of notification"** shall have the meaning in Part CI 20.1;

**“Defaulting User”** shall have the meaning in Part K7.1;

**“Demand Model”** shall have the meaning ascribed thereto in the UNC;

**"Developer"** shall have the meaning in Part CI 13.2(a);

**“Development”** shall have the meaning in Part L 2.1;

**“Direct Functions”** shall have the meaning in Part N 2.1.1(a);

**“Direct Services”** shall have the meaning in Part N 1.3.6(a);

**“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, 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;

**“Discontinuance Notice”** shall have the meaning in Part K6.1;

**“Discontinuing User”** shall have the meaning in Part K5.1;

**“DM Capacity”** shall have the meaning in Part B 2.3(c);

**“DM CSEP”** shall have the meaning in Part F1.1(b);

**“DM Demand”** shall have the meaning in Part F2.2;

**“DM Offtake Rate”** means Supply Point Offtake Rate;

**“DM Output Nomination”** shall have the meaning ascribed thereto in the UNC;

**“DM Supply Meter Point”** is a Supply Meter Point in respect of which Daily Read Equipment has been installed;

**“DM Supply Point”** shall have the meaning in Part CI1.1;

**“DN Operator”** shall have the meaning ascribed thereto in the UNC;

**"domestic premises"** premises at which a supply is taken or to be taken wholly or mainly for domestic purposes;

**"Downstream System"** is a pipeline or pipeline system operated by a person other than the Pipeline Operator which is or is to be connected downstream of the Pipeline whether connected directly or indirectly to it via another pipeline or pipeline system and where gas flow from the Pipeline into that pipeline or pipeline system is not metered;

**"Downstream System Operator"** is in respect of a Downstream System, the person which owns or operates that Downstream System;

**“Downstream System Exit Point”** is a point or points (which are not Supply Meter Points) on the Pipeline at which gas leaves the Pipeline for onward conveyance in a Downstream System;

**“Draft Final Modification Report”** shall have the meaning in Part L 2.1;

**“Draft Modification Report”** shall have the meaning in Part L 2.1;

**“Emergency”** shall have the meaning in Part I1.7;

**“emergency contacts”** shall have the meaning in Part I8.1(b);

**“Emergency Steps”** shall have the meaning in Part I3.1;

**“End User Category” or “EUC”** shall have the meaning ascribed thereto in the UNC;

**“Estimated Meter Reading Charge”** shall have the meaning in Part G1.6;

**“Existing Registered User”** shall have the meaning ascribed thereto in the UNC;

**“Existing Supply Point”** shall have the meaning ascribed thereto in the UNC;

**“Expert Determination”** shall have the meaning in Part K8.1;

**“Final Modification Report”** shall have the meaning in Part L 2.1;

**“Firm CSEP”** shall have the meaning ascribed thereto in the UNC;

**“Firm Supply Point”** shall have the meaning in Part CIII3.2(c);

**“First Supply Point Registration Date”** shall have the meaning in Part CV2.4;

**“Formula Year Annual Quantity”** shall have the meaning ascribed thereto in the UNC;

**“Formula Year Supply Point Capacity”** means the Supply Point Capacity calculated by the Pipeline Operator with reference to the Formula Year Annual Quantity;

**"Framework Agreement"** the agreement between the Pipeline Operator and Pipeline Users, pursuant to which such Pipeline Users become bound by the Pipeline Operator's Network Code;

**“gas”** shall have the meaning ascribed thereto in the UNC;

**“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;

**“Gas Card”** shall have the meaning ascribed thereto in the UNC;

**“Gas Card Reading”** shall have the meaning ascribed thereto in the UNC;

**“Gas Code”** the Gas Code in Schedule 2B to the Act;

**“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;

**"Gas Transporter"** a person who holds a Gas Transporter's Licence;

**"Gas Transporter's Licence"** a gas transporters licence as from time to time in force granted or treated as granted pursuant to the Act;

**“Gas Year”** means the period from 05:00 1st October in any year until 05:00 1st October in the following year;

**“Group of Companies”** shall have the meaning in Part L2.1;

**“Historic Supply Point Meter Asset and Read Information”** shall have the meaning ascribed thereto in the UNC;

**“hour”** shall have the meaning ascribed thereto in the UNC;

**“IGE Meter Recommendation”** shall have the meaning in Part D1.3(b);

**“IGTAD”** shall have the meaning ascribed thereto in the UNC;

**"IGT CSEP NExA Table Review Procedures"** shall have the meaning in Part CI 6.4(b);

**“IGT UNC”** shall have the meaning in Part A 1.1;

**“IGT UNC Ancillary Document”** shall have the meaning in Part K 43.1;

“**IGT UNC Contract Manager**” is the person appointed by a Pipeline User as set out in the IGT UNC Ancillary Document Pipeline operator standards of Service Query Management;

**“IGT UNC Implementation Date”** shall have the meaning in the Transition Document;

**“IGT UNC Modification Panel”** shall have the meaning in Part L 2.1;

**"IGT UNC Modification Workstream"** shall have the meaning in Part L 2.1;

**“IGT UNC Operators”** shall have the meaning in Part L 2.1;

**“IGT UNC Operators’ Representative”** shall have the meaning in Part L 2.1;

**“IGT Transportation Charges Invoice”** shall have the meaning in Part G3.3(f)

**"Incident Procedure"** shall have the meaning in Part K41.1;

**“Individual CSEP Reconciliation”** shall have the meaning ascribed thereto in the UNC;

**“Individual CSEP Reconciliation Quantity”** shall have the meaning ascribed thereto in the UNC;

**“Individual Network Code”** shall have the meaning in Part L 2.1;

**“Initial Registered User”** is in respect of a New Supply Point, the Pipeline User in whose name the Supply Meter Point(s) comprising such New Supply Point is initially registered with the Pipeline Operator;
**“Initial Supply Point Confirmation”** is a communication by a Proposing User to the Pipeline Operator requesting Initial Supply Point Registration of a Proposed New Supply Point prior to the Supply Point Registration with the CDSP;
"**Initial Supply Point Registration**" is the initial registration of one or more New Supply Meter Point(s) in the name of a Pipeline User with the Pipeline Operator prior to the Pipeline User becoming the Registered User with the CDSP;

**“Interruptible”** shall have the meaning in Part CIII3.2(a);

**“Interruptible CSEP”** shall have the meaning ascribed thereto in the UNC;

**“Interruptible Supply Point”** shall have the meaning in Part CIII3.2(b);

**“interruption”** shall have the meaning in Part CIII3.2(e);

**“Interruption Allowance”** shall have the meaning ascribed thereto in the UNC;

**“Invoice Amount”** shall have the meaning in Part G3.3(e);

**“Invoice Credit”** shall have the meaning in Part G4.2;

**“Invoice Document”** shall have the meaning in Part G3.3(c);

**“Invoice Due Date”** shall have the meaning in Part G10.2;

**“Invoice Item”** shall have the meaning in Part G3.3(d);

**“Invoice Query”** shall have the meaning in Part G16.1;

**“Invoice Remittance Advice”** shall have the meaning in Part G4.5;

**“Isolated”** Shall be construed accordingly in relation to **“Isolation”,**

**“Isolation”** shall have the meaning ascribed thereto in the UNC;

**“kWh”** shall have the meaning ascribed thereto in the UNC;

**“Large Firm Supply Point”** shall have the meaning in Part I1.3;

**"Large Transporter"** National Grid Gas plc and/or as the context permits the DN Operator which operates the pipeline system immediately upstream of the CSEP**;**

"**Large Transporter CDSP Licence Condition**" shall have the meaning in Part N 1.2.1(b);

**“Large Transporter Representative”** shall have the meaning in Part L 2.1;

**"Large Transporter System"** the main pipeline systems operated by National Grid Gas plc and the DN Operators the conveyance of gas through which is authorised by one or more gas Transporter Licences;

**"Larger Supply Point"** shall have the meaning in Part CI 1.1;

**"Last Resort User"** shall have the meaning in Part CI 20.1;

**"Legal Requirement"** any Act of Parliament, regulation, licence or Directive of a Competent Authority;

**"LDZ Capacity"** shall have the meaning ascribed thereto in the UNC;

**"LDZ CSEP Ancillary Agreement"** the agreement made between the Large Transporter and certain Pipeline Users in respect of DM Supply Points and Interruptible Supply Points on the Pipeline;

**"Local Emergency"** shall have the meaning in Part I1.2;

**"Local Emergency Procedures"** shall have the meaning in Part I2.1;

**"Local Distribution Zone"** shall have the meaning ascribed thereto in the UNC;

**"Maintenance Affected Point"** shall have the meaning in Part H4.1(a);

**"maintenance day"** shall have the meaning in Part H3.1(b)(ii);

**"Maintenance Programme"** shall have the meaning in Part H1.1(a);

**"Manual"** the document (if any) so entitled and issued by the Pipeline Operator, as from time to time revised in accordance with the Pipeline Operator's Network Code;

**"Maximum DM Capacity"** shall have the meaning in Part CII5.1(a);

**"Maximum DM Offtake Rate"** shall have the meaning in Part CII5.1(b);

**"maximum offtake rate"** shall have the meaning ascribed thereto in the UNC;

**"Member"** shall have the meaning in Part L 2.1;

**"Meter Asset Manager"** is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation;

**"Meter Asset Provider"** shall have the meaning ascribed thereto in the UNC;
**"Meter By Pass"** shall have the meaning in Part D2.9(b);

**"Meter Fit Report"** shall have the meaning in Part D7.3;

**"Meter Information"** shall have the meaning ascribed thereto in the UNC;

**"Meter Information Notification"**: shall have the meaning ascribed thereto in the UNC;

**"Meter Information Update Notification"**: shall have the meaning ascribed thereto in the UNC;

**"Metering Charges Statement"** means the document if any issued from time to time by the Pipeline Operator which is not the Transportation Statement and which sets out the Pipeline Operator's charges (if any) for the provision of Supply Meters and other services related to Supply Meters;

**"Metered Quantity"** shall have the meaning ascribed thereto in the UNC;

**"Metered Volume"** shall have the meaning ascribed thereto in the UNC;

**"Meter Fix Date"** shall have the meaning in Part CV 1.2(f);

**"Meter Fix Reading"** shall have the meaning ascribed thereto in the UNC;

**"Meter Installation Works"** shall have the meaning in Part D1.2(c);

**“Meter Post Code”** shall have the meaning in Part CI2.2(a);

**“Meter Read”** shall have the meaning ascribed thereto in the UNC;

**“Modification Proposal”** shall have the meaning in Part L 2.1;

**“Meter Reader”** shall have the meaning ascribed thereto in the UNC;

**“Meter Reading”** shall have the meaning ascribed thereto in the UNC;

**“Meter Work”**: shall have the meaning ascribed thereto in the UNC;

**“Meter Worker**”: shall have the meaning ascribed thereto in the UNC;

**“Minimum Aggregate Capacity”** shall have the meaning in Part B4.1;

**“Modification Rules”** the modification rules set out in Part L;

**“NDM CSEP”** shall have the meaning in Part F1.1(a);

**“NDM Output Nomination”** shall have the meaning ascribed thereto in the UNC;

**“NDM Sampling Shipper User”** shall have the meaning ascribed thereto in the UNC;

**“NDM Supply Meter Point”** is a Supply Meter Point which is not a DM Supply Meter Point;

**“NDM Supply Meter Point Demand”** shall have the meaning ascribed thereto in the UNC;

**“NDM Supply Point”** shall have the meaning in Part CI1.1;

**“NEC”** shall have the meaning in Part I1.4;

**“NEC Safety Case”** shall have the meaning in Part I1.5;

**“Network Gas Supply Emergency”** shall have the meaning in Part I1.8;

**“New Supply Meter Point”** shall have the meaning in Part CV1.1(a);

**“New Supply Point”** shall have the meaning in Part CI12.12;

**“Nominated”** shall have the meaning ascribed thereto in the UNC;

**“Non Code User Charge”** means a charge determined in accordance with the Agency Charging Statement, which Agency Charging Statement is set out in the UNC;

**"non domestic premises"** premises which are not domestic premises;

**“Non-voting Member”** shall have the meaning in Part L 2.1;

**“NSL”** shall have the meaning in Part CIII 3.2(d);

**“Objection Deadline”** shall have the meaning ascribed thereto in the UNC;

**“off-spec gas”** shall have the meaning in Part J4.2;

**“Offtake Capacity”** shall have the meaning in Part B2.3(b);

**“Ofgem Representative”** shall have the meaning in Part L 2.1;

**“On-site Meter Read”** shall have the meaning ascribed thereto in the UNC;

**“Opening Meter Reading”** shall have the meaning ascribed thereto in the UNC;

**“Operational”** shall have the meaning in Part CI3.2(b);

**“PAFA Contract”** shall have the meaning ascribed thereto in the UNC;

**“Panel Chairman”** shall have the meaning in Part L 2.1;

**“Panel Majority”** shall have the meaning in Part L 2.1;

**“Performance Assurance Framework Administrator”** shall have the meaning ascribed thereto in the UNC;

**“Performance Assurance Report Registers Schedules”** shall have the meaning ascribed thereto in the UNC;

**"Pipeline"** the gas pipeline or pipeline system which is not owned or operated by a Large Transporter and which is connected to an Upstream System, the conveyance of gas through which is authorised by the Pipeline Operator's Licence and the flow of gas into which is not metered;

**“Pipeline Design Maximum Volume”** shall have the meaning in Part CV4.1;

**“Pipeline Capacity”** shall have the meaning in Part B 2.3(a);

**"Pipeline Operator "**: shall have the meaning in Part A 2.4;

**"Pipeline Operator Agency"**: shall have the meaning in Part N 1.1;

**"Pipeline Operator Agency Activities"**: shall have the meaning in Part N 1.2;

**"Pipeline Operator's Licence"**: the Gas Transporter's Licence granted to the Pipeline Operator, as from time to time in force;

**“Pipeline Shrinkage”** shall have the meaning in Part F12.1(a);

**“Pipeline Shrinkage Factor”** shall have the meaning in Part F12.1(b);

**"Pipeline User"**: a person other than the Pipeline Operator who is for the time being bound by the Code pursuant to the Framework Agreement;

**“Pipeline Users’ Representative”** shall have the meaning in Part L 2.1;

“**Portfolio Extract**” shall have the meaning in Part G.20.2;

**“Preceding Year”** in relation to any Gas Year is the Gas Year ending at the start of such Gas Year;

**“Preceding Year Maximum Capacity”** shall have the meaning ascribed thereto in the UNC;

**“Prevailing”** shall have the meaning ascribed thereto in the UNC;

**“Previous Registered User”** shall have the meaning ascribed thereto in the UNC;

**“Price Comparison Website**” shall have the meaning in Part K 24.3(j);

**“Priority Consumer”** shall have the meaning in Part I4.1(a);

**“Priority Criteria”** shall have the meaning in Part I4.1(b);

**“Priority Supply Point”** shall have the meaning in Part I4.1(a);

**“Programmed Maintenance”** shall have the meaning in Part H3.1;

**“Project Summary Notification”** shall have the meaning in the IGT UNC Ancillary Document entitled IGT’s New Connections Domestic Sites Only for Supply Point Premises that are domestic premises or the IGT UNC Ancillary Document entitled IGT Non-Domestic New Connections for Supply Point Premises that are non-domestic premises;

**“Project Summary Report”** shall have the meaning in the IGT UNC Ancillary Document entitled IGT’s New Connections Domestic Sites Only for Supply Point Premises that are domestic premises or the IGT UNC Ancillary Document entitled IGT Non-Domestic New Connections for Supply Point Premises that are non-domestic premises;

**“Proposed CSEP NExA Table”** shall have the meaning as set out in Section 1 of the IGT UNC Ancillary Document entitled the IGT CSEP NExA Table Review Procedures;

**“Proposed Supply Point”** shall have the meaning ascribed thereto in the UNC;

**“Proposed Supply Point Registration”** shall have the meaning in Part CI 1.3;

**“Proposed Supply Point Registration Date”** shall have the meaning in Part CI12.6;

**“Proposer”** shall have the meaning in Part L 2.1;

**“Proposing User”** shall have the meaning ascribed thereto in the UNC;

**“Provisional Maximum DM Capacity”** shall have the meaning in Part CII5.2;

**“quantity”** shall have the meaning ascribed thereto in the UNC;

**“Ratcheted DM Capacity”** shall have the meaning in Part CII5.6;

**“Read Date”** shall have the meaning ascribed thereto in the UNC;

**“Re-establish”** shall have the meaning ascribed thereto in the UNC;

**“referral notice”** shall have the meaning ascribed thereto in the UNC;

**“Registered DM Capacity”** shall have the meaning in Part B5.2;

**"Registered Metering Applicant"** shall have the meaning ascribed thereto in the UNC;

**“Registered User”** shall have the meaning in Part CI 1.1;

**“Regulations”** shall have the meaning in Part I1.6;

**“Relevant Designated Person”** shall have the meaning in Part L 2.1;

**“Relevant EUC Supply Meter Points”** the Registered NDM Supply Meter Points belonging to an End User Category;

**“Relevant IGT UNC Operator”** shall have the meaning in Part L 2.1;

**“Relevant Objectives”** shall have the meaning in Part L 2.1;

**“relevant parties”** shall have the meaning in Part L 2.1;

**“Relevant Pipeline User”** shall have the meaning in Part L 2.1;

**“relevant variable”** shall have the meaning in Part F5.1;

**"Remote Meter Reading Equipment"** shall have the meaning ascribed thereto in the UNC;

**"Remote Meter Read"** shall have the meaning ascribed thereto in the UNC;

**“Review”** shall have the meaning in Part L 2.1;

**“Review Group”** shall have the meaning in Part L 2.1;

**“Review Proposal”** shall have the meaning in Part L 2.1;

**“Rolling Annual Quantity”** shall mean the quantity calculated in accordance with paragraphs 1.6.4 to 1.6.13.of Section G of the UNC;

**“Rolling Supply Point Capacity”** shall mean the Supply Point Capacity calculated by the Pipeline Operator with reference to the Rolling Annual Quantity;

**“RPC Entry Annual Quantity”** shall have the meaning in Part CI 6.2;

**“Secretary of the UNC Modification Panel”** shall have the meaning in Part L 2.1;

**"Shipper"** shall have the meaning in Part CI 13.2(b);

**“Shipper’s Licence”** a licence granted or treated as granted under Section 7A(1) of the Act, or in the context of any Pipeline User the licence so granted or treated as granted to that Pipeline User;

**“Siteworks”** shall have the meaning in Part CV1.1(b);

**“Siteworks Applicant”** shall have the meaning in Part CV1.2(a);

**“Siteworks Contract”** shall have the meaning in Part CV1.2(b);

**“Smaller Supply Point”** shall have the meaning in Part CI 1.1;

**“Smart Meter”** shall have the meaning in Part D1.2(d);

“**SPAA**” shall have the meaning ascribed thereto in the UNC;

**“Sub Deduct Arrangement”** shall have the meaning in Part D2.9(a);

**“Sub Group”** shall have the meaning in Part L 2.1;

**“Sub Group Terms of Reference”** shall have the meaning in Part L 2.1;

**“Supplier”** is a reference to:

a person who supplies to premises gas offtaken from the Pipeline (including a person supplying gas to itself);

subject to Part K24.3(l), in the context of a particular Supply Point, Supply Meter Point or Supply Point, the supplier who supplies the Consumer with gas; or

in the context of a Pipeline User, the supplier in respect of a Supply Point of which the Pipeline User is the Registered User; or

in the context of Part K24.3(l), a person who supplies to domestic premises gas offtaken from the Pipeline;

**"Supplier of Last Resort"** shall have the meaning in Part CI 20.1;

**“Suppliers’ Representative”** shall have the meaning in Part L 2.1;

**“Supply Meter”** shall have the meaning in Part D1.2(b);

**“Supply Meter Installation”** shall have the meaning in Part D1.2(a);

**“Supply Meter Point”** shall have the meaning in Part CI1.1;

**“Supply Meter Point Reference Number”** shall have the meaning in Part CI2.2(a);

**“Supply Point”** shall have the meaning in Part CI1.1;

**“Supply Point Capacity”** shall have the meaning in Part A 5.3.1;

**“Supply Point Confirmation”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Confirmation Cancellation”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point First Nomination”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Nomination”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Objection”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Offer”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Premises”** shall have the meaning in Part CI1.1;

**“Supply Point Ratchet”** means an increase in capacity pursuant to Part CII5.5;

**“Supply Point Ratchet Charge”** shall have the meaning in Part CII5.7;

**“Supply Point Reconfirmation”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Register”** shall have the meaning in Part CI 2.1;

**“Supply Point Registration”** shall have the meaning in Part CI 1.1;

**“Supply Point Registration Date”** shall have the meaning in Part CI 1.1;

**“Supply Point Registration Number”** shall have the meaning in Part CI2.2(d);

**“Supply Point Renomination”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Second Nomination”** shall have the meaning ascribed thereto in the UNC;

**“Supply Point Systems Business Day”** shall have the meaning in Part CI5.4;

**"Supply Point Transportation Charges"** means the Transportation Charges payable in respect of a Supply Point;

**“Supply Point Withdrawal”** shall have the meaning ascribed thereto in the UNC;

**"System Communication"** is a message transmitted by means of the Computer System and may include any communications transmitted under UK Link;

**“System Failure”** shall have the meaning in Part G21.2;

**“Target Completion Date”** shall have the meaning in Part CV1.2(d);

**“target due date”** shall have the meaning in Part G10.2(b);

**"Terminated Supply Meter Points"** shall have the meaning in Part CI 20.1;

**“Termination Notice”** shall have the meaning in Part K7.3;

**“Theft Risk Assessment Service”** shall have the meaning ascribed thereto in the SPAA;

**“threshold rate increase”** shall have the meaning ascribed thereto in the UNC;

“**Third Party Intermediary**” shall have the meaning in Part K 24.3(j);

**“Third Party Modification Proposal”** shall have the meaning in Part L 2.1;

**“Third Party Participant”** shall have the meaning in Part L 2.1;

**“TNI”** shall have the meaning in Part CIII3.2(d);

**"Transition Document"** shall have the meaning in Part A2.11;

**“Transportation Charges”** shall have the meaning in Part G1.1(a);

**“Transporter Daily Read Equipment”** shall have the meaning in Part CI 3.2(a);

**“Transportation Statement”** shall have the meaning in Part G1.1(b);

**"TSMP Information"** shall have the meaning in Part CI 20.1;

**“UDQO”** shall have the meaning ascribed thereto in the UNC;

**“UK Link”** shall have the meaning ascribed thereto in the UNC;

**“UK Link Communication”** shall have the meaning ascribed thereto in the UNC;

**“UK Link Manual”** shall have the meaning ascribed thereto in the UNC;

**“UK Link User”** shall have the meaning ascribed thereto in the UNC;

**"UNC"** the uniform network code prepared by the Large Transporter pursuant to Standard Special Condition A11(6) of the Large Transporter's Gas Transporters Licence;

**“Unmetered CSEP”** shall have the meaning ascribed thereto in the UNC;

**“Updated Meter Reading”** shall have the meaning ascribed thereto in the UNC;

**"Upstream System"** is a pipeline or pipeline system operated by a person other than the Pipeline Operator which is located upstream of the Pipeline whether connected directly or indirectly to it via another pipeline or pipeline system;

**"Upstream System Operator"** is in respect of an Upstream System the person which owns or operates that Upstream System;

**"Upstream System Users"** in respect of an Upstream System, the persons who are holders of licences granted or treated as granted under Section 7A(1) of the Act and who make arrangements for the conveyance of gas in that Upstream System;

**“Urgent Modification Proposal”** shall have the meaning in Part L 2.1;

**"US Connection Point"** the points(s) at which the Pipeline connects to an Upstream System which is not operated by the Large Transporter;

**“User Accession Date”** shall have the meaning in Part K2.1;

**“User Default”** shall have the meaning in Part K7.1;

**“User Discontinuance Date”** shall have the meaning in Part K5.1;

**"User EUC"**: in respect of any Pipeline User, each End User Category into which any Registered Supply Meter Points fall;

**“Validation”** shall have the meaning ascribed thereto in the UNC;

**“Valid Meter Read”** shall have the meaning ascribed thereto in the UNC;

**“Valid Meter Reading”** shall have the meaning ascribed thereto in the UNC;

**“variation request”** shall have the meaning in Part L2.1;

**“View”** shall have the meaning in Part L 2.1;

**“volume”** shall have the meaning ascribed thereto in the UNC;

**“Voting Member”** shall have the meaning in Part L 2.1;

**“Withdrawing Supply Meter Points”** shall have the meaning ascribed thereto in the UNC;

**“Withdrawing Supply Point”** shall have the meaning ascribed thereto in the UNC;

**“Withdrawing User**” shall have the meaning ascribed thereto in the UNC;

**“Work Group”** shall have the meaning in Part L 2.1;

**“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;

# PART N – CDSP AND UK LINK

## 1 GENERAL

### 1.1 Introduction

1.1.1 This Section N sets out:

(a) provisions relating to the CDSP and CDSP Services;

(b) requirements in respect of the Data Services Contract; and

(c) provisions in relation to UK Link.

### 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 Large Transporters as central data services provider pursuant to the Large Transporter CDSP Licence Condition;

(b) the "**Large Transporter CDSP Licence Condition**" is Standard Special Condition A15A of Gas Transporter's Licences;

(c) the "**Data Services Contract**" or "**DSC**" is the contract between the Parties and the as from time to time amended in accordance with its terms and the provisions of the UNC;

(d) "**Core Customer**" means a Party to the Code, in the capacity of a party to the DSC;

(e) "**Customer Class**" means each of the following classes of Core Customer:

(i) Pipeline Users;

(ii) Pipeline Operators;

(f) "**Customer Group**" means a single Customer Class or a group of Customer Classes;

1.2.2 For the purposes of this Clause 1.2.2 the provisions of paragraph 1.2.2 of Section D of the UNC shall apply.

### 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, a Gas Transporter's Licence, or another document designated for the purposes of Section 173 of the Energy Act 2004; and

(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 a person or persons of a class which are not Parties, where one of the following conditions is met:

(aa) 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

(bb) the Code requires or authorises the CDSP to provide the service to such person(s); or

(cc) the provision of the service to such person(s) helps facilitate the efficient and integrated operation of the gas industry.

1.3.2 Paragraph 1.3.1 is without prejudice to the provisions of this Section N 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 Large Transporter the CDSP and the Large Transporters will consult the Authority on such question;

(c) any Core Customer may send representations to the Large Transporters and the Authority in respect of such question;

and if (following such consultation) the Large Transporters are not satisfied that the service does so qualify, the CDSP in consultation with the Large 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 UNC).

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 Pipeline Operators ("**Agency Services**").

## 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 ("**Direct Functions**");

(b) services provided under the DSC to Core Customers which are not prescribed by the 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

(c) 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 Part C;

(ii) the functions of the CDSP (in connection with demand estimation) in Part F;

(iii) the functions of the CDSP (in connection with Supply Point metering, meter data and meter reading) in Part D and E; and

(iv) the Direct Functions of the CDSP under other provisions of the Code which provide for such functions; and

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 of Section B of the UNC General Terms.

**2.2 Agency Services**

2.2.1 Agency Services comprise:

(a) the performance of certain functions of the Pipeline Operator under the 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 Pipeline Operator pursuant to conditions of the Pipeline Operator Licence; and

(c) the performance of certain functions of the Pipeline Operator 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 Sections B, C and K; and

(b) 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 Pipeline Operator:

(a) the CDSP acts as agent of the relevant Pipeline Operator in the performance of those functions;

(b) in accordance with paragraph (a):

(i) Code Communications are given between Pipeline Users and Pipeline Operators, and in sending or receiving such Code Communications the CDSP acts as agent of the Pipeline Operator or Pipeline Operators;

(ii) any such Code Communication given by the CDSP shall be deemed to have been given by and be binding on the Pipeline Operator, and Pipeline 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 Pipeline User give a Code Communication to a Pipeline Operator or the Pipeline Operators collectively, the Pipeline User shall be treated as having complied with such requirement where the Pipeline User gives the Code Communication to the CDSP; and

(c) where the Agency Service requires the CDSP to act on behalf of the Pipeline Operators in the exercise of any discretion or rights conferred on the Pipeline Operators, the Pipeline Operators may provide guidance or instructions to the CDSP in respect thereof.

**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 Code 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 Part K paragraph 26 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 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

(b) Code Communications given or received by the CDSP under the provisions of the 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.

2.3.6 Where, in connection with Direct Services, a provision of the 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, as the case may be, on a persistent basis.

2.3.7 Except as expressly provided in the Code or the DSC, no provision of the Code is incorporated into the DSC and nothing in the Code shall operate to impose any obligation or confer any right on the CDSP.

### 2.4 Amendment of DSC by Code Modification

2.4.1 Parties acknowledge that the DSC may be amended where authorised by the relevant provisions under the UNC.

## 3 UK LINK

### 3.1 Introduction

3.1.1 This paragraph 3 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.

3.1.2 For the purposes of the Code:

(a) "**UK Link**" shall have the meaning ascribed thereto in the UNC;

(b) "**UK Link User**" shall have the meaning ascribed thereto in the UNC; and

(c) "**UK Link Communication**" shall have the meaning ascribed thereto in the UNC.

**3.2 UK Link Manual**

3.2.1 Not Used.

3.2.2 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 3.2.2, 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 3.2.2) 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.

3.2.3 The UK Link Manual does not form a part of the Code (without prejudice to paragraph 3.2.2); and, in case of any conflict between the Code and the UK Link Manual, the Code shall prevail.

**3.3 Code Communications**

3.3.1 A UK Link Communication given in accordance with this paragraph 3.3 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.

3.3.2 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 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.

3.3.3 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.

3.3.4 In the event of a Code Contingency, Code Communications shall be (and are permitted to be) given on the basis set out in paragraph 3.9.

3.3.5 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 3.3.4) is not given in accordance with the requirements of this paragraph 3.3 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.

3.3.6 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 3.3.5 or to any breach which may result from the failure to give the Code Communication).

**3.4 Planned UK Link downtime**

3.4.1 For the purposes of this Clause 3.4.1 the provisions of paragraph 5.4 of Section B of the UNC General Terms shall apply with the following changes:

the reference to paragraph 5.9 of Section B of the UNC General Terms in paragraph 5.4.3 shall be interpreted as a reference to Clause 3.9 of Part N of the IGT UNC.

**3.5 Access to and use of UK Link**

3.5.1 For the purposes of this Clause 3.5.1 the provisions of paragraph 5.5 of Section B of the UNC General Terms shall apply.

**3.6 UK Link Communications**

3.6.1 For the purposes of this Clause 3.6.1 the provisions of paragraph 5.6 of Section B of the UNC General Terms shall apply.

**3.8 Audit Trail**

3.8.1 For the purposes of this Clause 3.8.1 the provisions of paragraph 5.8 of Section B of the UNC General Terms shall apply.

**3.9 Contingency Arrangements**

3.9.1 For the purposes of this Clause 3.9.1 the provisions of paragraph 5.9 of Section B of the UNC General Terms shall apply.