

**IGT-UNC 172 – first draft of proposed legal text to incorporate TPD Section I into a new Part Q**

Action from November 2023 IGT-UNC work group meeting:

*“23/09 – 01: NK to amend the IGT172 Modification Proposal and draft the legal text in preparation for the December IGT UNC Workstream”*

**Introduction**

The table provided here is a working document, showing in the left-hand column existing UNC TPD Section I legal text, which is the base upon which changes have been proposed, against the proposed in the right hand column. The proposed legal text is presented in this format to allow the reader to compare the provisions that apply to a UNC user with those proposed to apply to an IGT-UNC Pipeline User.

It does not follow that a consolidated clean Part Q is proposed, as once initial development is complete, the changes could be incorporated into the IGT-UNC in the usual ‘point to’ incorporate by reference approach whereby other sections of UNC have been incorporated. The proposer suggests that such a decision is best considered after initial development as a consolidated working draft if much easier for the reader to follow.

**Existing UNC TPD Section I (left hand column)**

The UNC has commercial provisions for the Large Transporter equivalent service gas entry within TPD Section I ‘Entry Requirements’, which were introduced in the original Network Code in 1996 and other than a few additions irrelevant to this Modification proposal, remain substantially unaltered. The principles were developed by formal industry work groups, using iterations of business rules, followed by detailed business rules, and following a process similar to those used for present day UNC and IGT-UNC modifications, the rules became the legal text that this Modification proposes to incorporate.

Defined terms and/or wording inappropriate for inclusion in the IGT-UNC are shown in red font. The proposer’s notes are in italics.

**Proposed IGT-UNC Part Q (right hand column)**

Proposed IGT-UNC defined terms and additions are identified by underline. Yellow highlight indicates that further analysis is required.

Feedback is invited.

**Comparison of UNC TPD Section I ‘ENTRY REQUIREMENTS’ against proposed draft IGT-UNC 172 Part Q**

**1 GENERAL**

UNC TPD Section I ‘ENTRY REQUIREMENTS’	IGT-UNC proposed <u>Part Q</u> ‘ENTRY REQUIREMENTS’
<b>1 GENERAL</b>	<b>1 GENERAL</b>
<b>1.1 Introduction</b>	<b>1.1 Introduction</b>
1.1.1 The provisions of this <b>Section I</b> shall apply in respect of the delivery of gas to the <b>Total System</b> at <b>System</b> Entry Points.	1.1.1 The provisions of this <u>Part Q</u> shall apply in respect of the delivery of gas to the <u>Pipeline</u> at <u>Pipeline</u> Entry Points <u>as defined in paragraph 1.4.1.</u>
1.1.2 Users delivering gas to the <b>Total System</b> at a <b>System</b> Entry Point shall comply with the relevant requirements of this <b>Section I</b> .	1.1.2 Pipeline Users delivering gas to the <u>Pipeline</u> at a <u>Pipeline</u> Entry Point shall comply with the relevant requirements of this <u>Part Q</u> .
1.1.3 Nothing in the Code confers on any person any entitlement to have any pipeline, plant or other installation connected to the <b>Total System</b> for the purposes of delivering gas to the <b>Total System</b> .	1.1.3 Nothing in the Code confers on any person any entitlement to have any pipeline, plant or other installation connected to the <u>Pipeline</u> for the purposes of delivering gas to the <u>Pipeline</u> .
<b>1.1.4 The provisions of this Section I shall not apply in respect of gas flows at Inter-System Offtakes.</b>	1.1.4 <u>Not used</u>
<b>1.2 Connected Delivery Facility</b>	<b>1.2 Pipeline Delivery Facility</b>
1.2.1 For the purposes of this <b>Section I</b> a <b>"Connected Delivery Facility"</b> is a single facility or system (comprising pipeline(s), <b>plant</b> and/or other installations), operated by one person (or jointly operated by several persons), and connected to the <b>Total System</b> at one or more <b>Individual System</b> Entry Points.	1.2.1 For the purposes of this <u>Part Q</u> a <b>" Pipeline Delivery Facility"</b> is a single facility or system (comprising pipeline(s), plant and/or other installations), operated by one person (or jointly operated by several persons), and connected to the <u>Pipeline</u> at a <u>Pipeline</u> Entry Point.
1.2.2 Without prejudice to paragraph 1.1.3, a <b>Connected</b> Delivery Facility may be:	1.2.2 Without prejudice to paragraph 1.1.3, a <u>Pipeline</u> Delivery Facility may be:
(a) a facility for processing gas produced (and transported to such facility) from offshore or onshore oil or gas fields;	(a) a facility for processing gas produced (and transported to such facility) from offshore or onshore oil or gas fields;
(b) a facility for the storage of gas;	(b) a facility for processing gas produced (and transported to such facility) from biomethane and/or bio-synthetic natural gas from renewable gas sources;
(c) the pipeline system operated by another gas transporter;	(c) the pipeline system operated by another gas transporter <u>that is not a party to UNC IGTAD</u> ;
(d) a pipeline interconnector by which gas is transported from another country;	(d) a pipeline interconnector by which gas is transported from another country;
(e) any other pipeline or pipeline system;	(e) any other pipeline or pipeline system;
(f) a facility for the commingling of gas, at which gas is offtaken from the <b>NTS</b> and commingled with other gas prior to the commingled gas being delivered to the <b>NTS</b> ; or	(f) a facility for the commingling of gas, at which gas is offtaken from the <u>Pipeline</u> and commingled with other gas prior to the commingled gas being delivered to the <u>Pipeline</u> ; or
<b>(g) a facility for the storage and regasification of liquefied natural gas which delivers gas to a Scottish Independent Network located at Oban, Thurso, Wick or Campbeltown and in relation to which facility the DN Operator (of the relevant connected Scottish Independent Network) acts as the Delivery Facility Operator</b>	(g) <u>not used</u>
1.2.3 A <b>"Delivery Facility Operator"</b> is the operator of a <b>Connected</b> Delivery Facility.	1.2.3 A <b>"Pipeline Delivery Facility Operator"</b> is the operator of a <u>Pipeline</u> Delivery Facility.
1.2.4 A <b>Connected</b> Delivery Facility may (in accordance with <b>Section J1.4.6</b> ) also be a <b>Connected</b> Offtake System.	1.2.4 A <u>Pipeline</u> Delivery Facility may also be a <u>Downstream System</u> .
<b>1.3 Network Entry Agreement</b>	<b>1.3 Pipeline Entry Agreement</b>
1.3.1 <b>Subject to paragraphs 1.3.7 and 1.6</b> , a User may not deliver gas to the <b>Total System</b> at any <b>System</b> Entry Point unless there is in force an Agreement (" <b>Network Entry Agreement</b> ") to which the parties include	1.3.1 A <u>Pipeline</u> User may not deliver gas to the <u>Pipeline</u> at any <u>Pipeline</u> Entry Point unless there is in force an Agreement (" <b>Pipeline Entry Agreement</b> ") to which the parties include the <u>Large</u> Transporter, the <u>Pipeline</u> Operator and

both the <b>Transporter</b> and the Delivery Facility Operator, containing <b>Network</b> Entry Provisions and (if not incorporated into the <b>Network</b> Entry Provisions) Local Operating Procedures applicable in respect of the <b>System</b> Entry Point.
1.3.2 For the purposes of the Code " <b>Network Entry Provisions</b> " are terms and conditions or other provisions which specify requirements (for the purposes of the Code) in respect of the delivery of gas to the <b>Total System</b> .
1.3.3 Where in relation to a Connected Delivery Facility there is (in accordance with paragraph 1.4.2) more than one System Entry Point the <b>Network</b> Entry Provisions applicable in respect of each System Entry Point may be contained in one <b>Network</b> Entry Agreement.
1.3.4 A <b>Network</b> Entry Agreement may contain provisions other than <b>Network</b> Entry Provisions.
1.3.5 The existence of a <b>Network</b> Entry Agreement shall not relieve Users of any obligation under the Code, and the <b>Transporter</b> shall not be required (for itself or for the benefit of any User) to secure in a <b>Network</b> Entry Agreement any remedy against the <b>Delivery</b> Facility Operator nor to take steps to enforce any provision of a <b>Network</b> Entry Agreement.
1.3.6 There may be other persons (in addition to the <b>Transporter</b> and the <b>Delivery</b> Facility Operator) party to a <b>Network</b> Entry Agreement; but a User shall not (in its capacity as User) be required or entitled to be a party to a <b>Network</b> Entry Agreement.
1.3.7 Paragraph 1.3.1 shall not apply (and a <b>Network</b> Entry Agreement shall not be required) in respect of the delivery of gas to a <b>Scottish Independent Network ...</b>
<b>1.4 System Entry Point</b>
1.4.1 Subject to paragraph 1.4.2, a <b>System</b> Entry Point is the <b>Individual System</b> Entry Point or <b>Individual System</b> Entry Points at which a <b>Connected</b> Delivery Facility is connected to the <b>Total System</b> .
1.4.2 The <b>Individual System</b> Entry Points at which a <b>Connected</b> Delivery Facility is connected to the <b>Total System</b> may form more than one <b>System</b> Entry Point.
1.4.3 The <b>Individual System</b> Entry Point or <b>Individual System</b> Entry Points comprised in a <b>System</b> Entry Point will be specified in the applicable <b>Network</b> Entry Provisions.
1.4.4 Where so specified pursuant to paragraph 1.4.3 by agreement of the <b>Delivery</b> Facility Operators, a <b>System</b> Entry Point may comprise the <b>Individual System</b> Entry Points at which more than one <b>Connected</b> Delivery Facility, each in operation at 1 March 1996, is connected to the <b>Total System</b> ...
<b>1.5 Aggregate System Entry Point</b>
1.5.1 An <b>Aggregate System</b> Entry Point is a <b>System</b> Entry Point, or (in the case where in relation to a <b>Connected</b> Delivery Facility there is more than one <b>System</b> Entry Point and/or there are several adjacent <b>Connected</b> Delivery Facilities) any two or more of the <b>System</b> Entry Points in respect of such <b>Connected</b> Delivery Facility(ies) so designated by <b>National Gas</b> Transmission pursuant to paragraph 1.5.2.
1.5.2 <b>National Gas</b> Transmission will designate the <b>System</b> Entry Point or <b>System</b> Entry Points which are comprised in an <b>Aggregate System</b> Entry Point, and may from time to time after consultation with Users change such designation upon notice to Users of not less than 12 months or a lesser period of notice if the Authority shall upon <b>National Gas</b> Transmission's application give Condition A11(18) Approval to its giving notice of such lesser period.
1.5.3 For the purposes of enabling a User to make a modification proposal pursuant to the Modification Rules in respect thereof, any designation or the absence of a designation pursuant to paragraph 1.5.2 shall be deemed to be a provision of and incorporated in the Code.
<b>1.6 No Network Entry Agreement</b>
1.6.1 If in respect of any <b>System</b> Entry Point (other than a <b>Storage</b> Connection Point) at which gas was delivered to the <b>Total System</b> before 1 March 1996 a <b>Network</b> Entry Agreement had not for the time being been entered into...
...
<b>1.7 DNO Users</b> In this Section I references to Users exclude <b>DNO</b> Users.
<b>1.8 Trader User</b> In this Section I references to Users exclude <b>Trader</b> Users.

the <b>Pipeline</b> Delivery Facility Operator, containing <b>Pipeline</b> Entry Provisions, including those to determine the quantities of gas which may be delivered and operation of gas flows to a <b>Pipeline</b> Entry Point and (if not incorporated into the <b>Pipeline</b> Entry Provisions) Local Operating Procedures applicable in respect of the <b>Pipeline</b> Entry Point.
1.3.2 For the purposes of the Code " <b>Pipeline Entry Provisions</b> " are terms and conditions or other provisions which specify requirements (for the purposes of the Code) in respect of the delivery of gas to the <b>Pipeline</b> .
1.3.3 <u>Not used</u>
1.3.4 A <b>Pipeline</b> Entry Agreement may contain provisions other than <b>Pipeline</b> Entry Provisions.
1.3.5 The existence of a <b>Pipeline</b> Entry Agreement shall not relieve <b>Pipeline</b> Users of any obligation under the Code, and the <b>Pipeline</b> Operator shall not be required (for itself or for the benefit of the <b>Large</b> Transporter or any <b>Pipeline</b> User) to secure in a <b>Pipeline</b> Entry Agreement any remedy against the <b>Pipeline</b> Delivery Facility Operator nor to take steps to enforce any provision of a <b>Pipeline</b> Entry Agreement.
1.3.6 There may be other persons (in addition to the <b>Large</b> Transporter, the <b>Pipeline</b> Operator and the <b>Pipeline</b> Delivery Facility Operator) party to a <b>Pipeline</b> Entry Agreement; but a <b>Pipeline</b> User shall not (in its capacity as <b>Pipeline</b> User) be required or entitled to be a party to a <b>Pipeline</b> Entry Agreement.
1.3.7 <u>Not used</u>
<b>1.4 Pipeline Entry Point</b>
1.4.1 A <b>Pipeline</b> Entry Point (" <b>Pipeline</b> Entry Point ") is the point at which a <b>Pipeline</b> Delivery Facility is connected to the <b>Pipeline</b> and which is designed to permit gas to flow through a single pipe into the <b>Pipeline</b> .
1.4.2 <u>Not used</u>
1.4.3 <u>Not used</u>
1.4.4 <u>Not used</u>
<b>1.5 Not used</b>
<b>1.6 Not used</b>
<b>1.7 Not used</b>
<b>1.8 Not used</b>

**2 ENTRY PROVISIONS**

<b>UNC TPD Section I (as at November 2023)</b>
<b>2 NETWORK ENTRY PROVISIONS</b>
2.1 Availability of <b>Network</b> Entry Provisions
2.1.1 Subject to paragraph 2.1.3, the <b>Transporter</b> will make available to any User (and the <b>DNO</b> will procure that the <b>Delivery</b> Facility Operator will make available to any <b>LDZ System</b> Entry Point User wishing to deliver gas at an <b>LDZ System</b> Entry Point) on request a copy of the <b>Network</b> Entry Provisions and Local Operating Procedures applicable to any <b>System</b> Entry Point, but shall not be required to provide to any User any other details of a <b>Network</b> Entry Agreement.
2.1.2 A User who applies (in accordance with Section B) for <b>System</b> Entry Capacity at an <b>Aggregate System</b> Entry Point, or delivers gas to

<b>IGT-UNC proposed Part Q</b>
<b>2 PIPELINE ENTRY PROVISIONS</b>
2.1 Availability of <b>Pipeline</b> Entry Provisions
2.1.1 Subject to paragraph 2.1.3, the <b>Pipeline</b> Operator will procure that the <b>Pipeline</b> Delivery Facility Operator will make available to any <b>Pipeline</b> Entry Point <b>Pipeline</b> User as defined in 3.11.1 (b) wishing to deliver gas at an <b>Pipeline</b> Entry Point on request a copy of the <b>Pipeline</b> Entry Provisions and Local Operating Procedures applicable to any <b>Pipeline</b> Entry Point, but shall not be required to provide to any <b>Pipeline</b> User any other details of a <b>Pipeline</b> Entry Agreement.
2.1.2 A <b>Pipeline</b> User who delivers gas to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point, shall be responsible for obtaining and shall be deemed to have



<p>the <b>Total System</b> at a <b>System</b> Entry Point, shall be responsible for obtaining and shall be deemed to have obtained and to be fully informed of the applicable <b>Network</b> Entry Provisions and Local Operating Procedures.</p>	<p>obtained and to be fully informed of the applicable <u>Pipeline</u> Entry Provisions and Local Operating Procedures.</p>
<p>2.1.3 Paragraph 2.1.1 shall not apply in respect of any particular provision of the <b>Network</b> Entry Provisions applicable pursuant to paragraph 2.3.3 or Local Operating Procedures where the disclosure of such provision would be materially prejudicial to the commercial interests of the <b>Delivery</b> Facility Operator or where the provision contains personal or confidential information relating to individuals or refers to any other agreement to which the <b>Delivery</b> Facility Operator is party.</p>	<p>2.1.3 Paragraph 2.1.1 shall not apply in respect of any particular provision of the <u>Pipeline</u> Entry Provisions applicable pursuant to paragraph 2.3.3 or Local Operating Procedures where the disclosure of such provision would be materially prejudicial to the commercial interests of the <u>Pipeline</u> Delivery Facility Operator or where the provision contains personal or confidential information relating to individuals or refers to any other agreement to which the <u>Pipeline</u> Delivery Facility Operator is party.</p>
<p><b>2.2 Amendment of Network Entry Provisions</b></p>	<p><b>2.2 Amendment of Pipeline Entry Provisions</b></p>
<p>2.2.1 Subject to paragraphs 1.6.4, 2.2.3 and 2.3.3(a), the <b>Network</b> Entry Provisions applicable pursuant to paragraph 2.3.1 in respect of any <b>System</b> Entry Point will not be modified other than by agreement between the <b>Transporter</b> and the relevant Delivery Facility Operator.</p>	<p>2.2.1 Subject to paragraphs 2.2.3 and 2.3.3(a), the <u>Pipeline</u> Entry Provisions applicable pursuant to paragraph 2.3.1 in respect of any <u>Pipeline</u> Entry Point will not be modified other than by agreement between the <u>Pipeline</u> Operator, the <u>Large</u> Transporter and the relevant <u>Pipeline</u> Delivery Facility Operator.</p>
<p>2.2.2 The <b>Transporter</b> will not agree (for the purposes of paragraph 2.2.1) to a modification of the <b>Network</b> Entry Provisions applicable pursuant to paragraph 2.3.1 except:</p>	<p>2.2.2 The <u>Pipeline</u> Operator will not agree (for the purposes of paragraph 2.2.1) to a modification of the <u>Pipeline</u> Entry Provisions applicable pursuant to paragraph 2.3.1 except:</p>
<p>(a) in relation to increases to any Permitted Ranges contained in the <b>Network</b> Entry Provisions:</p> <p>(i) where, within five (5) Business Days of the <b>Transporter</b> notifying the proposed increases to the Permitted Ranges, none of the Users who are registered at the date of such notice as holding NTS Entry Capacity at the <b>Aggregate System</b> Entry Point in which the relevant <b>System</b> Entry Point is comprised object to the proposed increases to the Permitted Ranges; or</p> <p>(ii) in accordance with paragraph 2.2.3;</p> <p>(b) in relation to the <b>Network</b> Entry Provisions (other than increases to the Permitted Ranges):</p> <p>(i) with the consent in writing of all Users who are registered at the date when such amendment is to take effect as holding NTS Entry Capacity at the <b>Aggregate System</b> Entry Point in which the relevant <b>System</b> Entry Point is comprised; provided that where the proposed modification relates to one or more of the Gas Entry Conditions:</p> <p>(1) the <b>Transporter</b> shall provide all Users and other persons who (in both cases), in the opinion of the <b>Transporter</b>, are likely to have an interest in the proposed modification, with a description of the proposed modification and analysis which demonstrates how the proposed modification may affect characteristics of gas within the <b>NTS</b>;</p> <p>(2) the <b>Transporter</b> shall ask such Users and other persons to indicate, within ten (10) Business Days, whether they object to the proposed modification;</p> <p>(3) if no such Users or persons shall, within ten (10) Business Days of being notified by the <b>Transporter</b> under (1) above, indicate that they do object to the proposed modification, the proposed modification shall proceed in accordance with (i) above;</p> <p>(4) if any such User or person shall, within ten (10) Business Days of being notified by the <b>Transporter</b> under (1) above, indicate that they do object to the proposed modification, the proposed modification shall proceed in accordance with paragraph 2.2.3</p> <p>(ii) in accordance with paragraph 2.2.3.</p>	<p>(a) in relation to increases to any Permitted Ranges contained in the <u>Pipeline</u> Entry Provisions:</p> <p>(i) where, within five (5) Business Days of the <u>Pipeline</u> Operator notifying the proposed increases to the Permitted Ranges, none of the <u>Pipeline</u> Users at the relevant <u>Pipeline</u> Entry Point object to the proposed increases to the Permitted Ranges; or</p> <p>(ii) in accordance with paragraph 2.2.3;</p> <p>(b) in relation to the <u>Pipeline</u> Entry Provisions (other than increases to the Permitted Ranges):</p> <p>(i) with the consent in writing of all <u>Pipeline</u> Users who are registered at the date when such amendment is to take effect at the <u>Pipeline</u> Entry Point in which the relevant <u>Pipeline</u> Entry Point is comprised; provided that where the proposed modification relates to one or more of the Gas Entry Conditions:</p> <p>(1) the <u>Pipeline</u> Operator shall provide all <u>Pipeline</u> Users and other persons who (in both cases), in the opinion of the <u>Pipeline</u> Operator, are likely to have an interest in the proposed modification, with a description of the proposed modification and analysis which demonstrates how the proposed modification may affect characteristics of gas within the <u>Pipeline</u>;</p> <p>(2) the <u>Pipeline</u> Operator shall ask such <u>Pipeline</u> Users and other persons to indicate, within ten (10) Business Days, whether they object to the proposed modification;</p> <p>(3) if no such <u>Pipeline</u> Users or persons shall, within ten (10) Business Days of being notified by the <u>Pipeline</u> Operator under (1) above, indicate that they do object to the proposed modification, the proposed modification shall proceed in accordance with (i) above;</p> <p>(4) if any such <u>Pipeline</u> User or person shall, within ten (10) Business Days of being notified by the <u>Pipeline</u> Operator under (1) above, indicate that they do object to the proposed modification, the proposed modification shall proceed in accordance with paragraph 2.2.3</p> <p>(ii) in accordance with paragraph 2.2.3.</p>
<p>2.2.3 Where</p>	<p>2.2.3 Where</p>
<p>(a) the <b>Transporter</b> and the relevant Delivery Facility Operator have agreed (subject to a Code Modification) upon an amendment to any such <b>Network</b> Entry Provisions, such <b>Network</b> Entry Provisions may be amended for the purposes of the Code by way of Code Modification pursuant to the Modification Rules;</p> <p>(b) in respect of any <b>Connected</b> Delivery Facility, the <b>Transporter</b> agrees to a request by a Delivery Facility Operator to amend the <b>Network</b> Entry Provisions to contain revised Inert Gas Limits (without prejudice to any other conditions that have been agreed by the <b>Transporter</b> with the Delivery Facility Operator), then on the date of such agreement the <b>Network</b> Entry Provisions will be amended for the purposes of the Code;</p> <p>and for which purposes only the <b>Network</b> Entry Provisions shall be deemed to form part of Code.</p>	<p>(a) the <u>Pipeline</u> Operator, the <u>Large</u> Transporter, and the relevant <u>Pipeline</u> Delivery Facility Operator have agreed (subject to any respective Code Modifications) upon an amendment to any such <u>Pipeline</u> Entry Provisions, such <u>Pipeline</u> Entry Provisions may be amended for the purposes of the two Codes by way of Code Modification(s) pursuant to the <u>respective</u> Modification Rules;</p> <p>(b) in respect of any <u>Pipeline</u> Delivery Facility, the <u>Pipeline</u> Operator and the <u>Large</u> Transporter agree to a request by a <u>Pipeline</u> Delivery Facility Operator to amend the <u>Pipeline</u> Entry Provisions to contain revised Inert Gas Limits (without prejudice to any other conditions that have been agreed by the <u>Pipeline</u> Operator and the <u>Large</u> Transporter with the <u>Pipeline</u> Delivery Facility Operator), then on the date of such agreement the <u>Pipeline</u> Entry Provisions will be amended for the purposes of the Code;</p> <p>and for which purposes only the <u>Pipeline</u> Entry Provisions shall be deemed to form part of Code.</p>
<p>2.2.4 Such <b>Network</b> Entry Provisions may (in accordance with the provisions of the relevant Network Entry Agreement) be amended without the consent of any User insofar as may be required to enable:</p>	<p>2.2.4 Such <u>Pipeline</u> Entry Provisions may (in accordance with the provisions of the relevant <u>Pipeline</u> Entry Agreement) be amended without the consent of any <u>Pipeline</u> User insofar as may be required to enable:</p>
<p>(a) the <b>Transporter</b>; or</p> <p>(b) the relevant Delivery Facility Operator to comply with any Legal Requirement</p>	<p>(a) the <u>Pipeline</u> Operator, the <u>Large</u> Transporter, and/or</p> <p>(b) the relevant <u>Pipeline</u> Delivery Facility Operator to comply with any Legal Requirement.</p>

2.2.5 Nothing in paragraph 2.2.1, 2.2.2, 2.2.3 or 2.2.4 applies to any Network Entry Provisions other than those applying pursuant to paragraph 2.3.1 nor to Local Operating Procedures or any other provision of a Network Entry Agreement; and such Network Entry Provisions or other provisions may be amended without the consent of any User.
2.2.6 The Transporter will notify to all Users:
(a) any modification to the Network Entry Provisions (other than any such provisions to which paragraph 2.1.3 applies) applicable to any System Entry Point, not later than the date upon which such modification becomes effective; and
(b) except to the extent prevented from doing so by any duty of confidence, any requirement for modification of Network Entry Provisions under paragraph 2.2.4(a) as soon as reasonably practicable after the Transporter becomes aware of such requirement.
2.2.7 For the purposes of this paragraph 2:
(a) "Inert Gas Limits" means in the case of:
(i) carbon dioxide, the limit shall be not more than 2.5% (molar);
(ii) nitrogen, there shall be no direct limit.
(b) "Permitted Ranges" means the minimum and/or maximum ranges (as specified in the relevant Measurement Provisions) for each part of the Measurement Equipment.
<b>2.3 Network Entry Provisions</b>
2.3.1 Network Entry Provisions will:
(a) identify the Connected Delivery Facility (by name, location or otherwise);
(b) specify the Individual System Entry Points comprised in the relevant System Entry Point; and
(c) specify for such System Entry Point:
(i) Gas Entry Conditions in accordance with paragraph 2.4;
(ii) Measurement Provisions in accordance with paragraph 2.5; and
(iii) the point or points of delivery in accordance with paragraph 3.6.1.
2.3.2 Network Entry Provisions may specify (unless separately specified) Local Operating Procedures in accordance with paragraph 2.6.
2.3.3 Network Entry Provisions may include:
(a) procedures by and standards to which the Connected Delivery Facility is to be maintained, repaired and operated, but only insofar as material to the ability of the Transporter safely, efficiently and economically to operate the relevant System or to comply with any Legal Requirement;
(b) terms entitling the Transporter and the Delivery Facility Operator to have access to each other's facilities for the purposes of verification of compliance with the requirements of the Network Entry Provisions, or requiring them to procure and facilitate audit of such compliance;
(c) terms according to which, and circumstances in which, it is permitted to deviate or depart from any other Network Entry Provision;
(d) any other terms or conditions which may be appropriate for the purposes of the Code in respect of the delivery of gas to the Total System or (in relation to such delivery) the Connected Delivery Facility; and
(e) procedures applicable to gas flows applicable in the event of any emergency circumstances affecting the Transporter or the Delivery Facility Operator (including any Emergency in accordance with Section Q).
2.3.4 Where and for so long as:
(a) any requirement (other than a requirement which is to be performed by the Transporter, and save as regards Gas Entry Conditions where paragraph 3.3 shall apply) of the Network Entry Provisions is not for the time being complied with or is incapable of being complied with (other than as a result of a failure by the Transporter to perform any requirement under the Network Entry Agreement); and
(b) either:
(i) such non-compliance or inability to comply materially and adversely affects the ability of the Transporter to operate the relevant System or to comply with any Legal Requirement or any provision (other than a provision the failure to comply with which has no significant consequences for the Transporter or any User) of the Code; or

2.2.5 Nothing in paragraph 2.2.1, 2.2.2, 2.2.3 or 2.2.4 applies to any Pipeline Entry Provisions other than those applying pursuant to paragraph 2.3.1 nor to Local Operating Procedures or any other provision of a Pipeline Entry Agreement; and such Pipeline Entry Provisions or other provisions may be amended without the consent of any Pipeline User.
2.2.6 The Pipeline Operator will notify to all Pipeline Users:
(a) any modification to the Pipeline Entry Provisions (other than any such provisions to which paragraph 2.1.3 applies) applicable to any Pipeline Entry Point, not later than the date upon which such modification becomes effective; and
(b) except to the extent prevented from doing so by any duty of confidence, any requirement for modification of Pipeline Entry Provisions under paragraph 2.2.4(a) as soon as reasonably practicable after the Pipeline Operator becomes aware of such requirement.
2.2.7 For the purposes of this paragraph 2:
(a) "Inert Gas Limits" means in the case of:
(i) carbon dioxide, the limit shall be not more than 2.5% (molar);
(ii) nitrogen, there shall be no direct limit.
(b) "Permitted Ranges" means the minimum and/or maximum ranges (as specified in the relevant Measurement Provisions) for each part of the Measurement Equipment.
<b>2.3 Pipeline Entry Provisions</b>
2.3.1 Pipeline Entry Provisions will:
(a) identify the Pipeline Delivery Facility (by name, location or otherwise);
(b) specify the Pipeline Entry Point; and
(c) specify for such Pipeline Entry Point:
(i) Gas Entry Conditions in accordance with paragraph 2.4;
(ii) Measurement Provisions in accordance with paragraph 2.5; and
(iii) the point or points of delivery in accordance with paragraph 3.6.1.
2.3.2 Pipeline Entry Provisions may specify (unless separately specified) Local Operating Procedures in accordance with paragraph 2.6.
2.3.3 Pipeline Entry Provisions may include:
(a) procedures by and standards to which the Pipeline Delivery Facility is to be maintained, repaired and operated, but only insofar as material to the ability of the Pipeline Operator and/or Large Transporter safely, efficiently and economically to operate the relevant Pipeline and/or Large Transporter System or to comply with any Legal Requirement;
(b) terms entitling the Pipeline Operator, the Large Transporter, and the Pipeline Delivery Facility Operator to have access to each other's facilities for the purposes of verification of compliance with the requirements of the Pipeline Entry Provisions, or requiring them to procure and facilitate audit of such compliance;
(c) terms according to which, and circumstances in which, it is permitted to deviate or depart from any other Pipeline Entry Provision;
(d) any other terms or conditions which may be appropriate for the purposes of the Code in respect of the delivery of gas to the Pipeline and the Large Transporter's System or (in relation to such delivery) the Pipeline Delivery Facility; and
(e) procedures applicable to gas flows applicable in the event of any emergency circumstances affecting the Pipeline Operator, the Large Transporter, and/or the Pipeline Delivery Facility Operator (including any Emergency in accordance with Part I).
2.3.4 Where and for so long as:
(a) any requirement (other than a requirement which is to be performed by the Pipeline Operator and/or the Large Transporter, and save as regards Gas Entry Conditions where paragraph 3.3 shall apply) of the Pipeline Entry Provisions is not for the time being complied with or is incapable of being complied with (other than as a result of a failure by the Pipeline Operator and/or the Large Transporter to perform any requirement under the Pipeline Entry Agreement); and
(b) either:
(i) such non-compliance or inability to comply materially and adversely affects the ability of the Pipeline Operator and/or the Large Transporter to operate the relevant Pipeline or to comply with any Legal Requirement or any provision (other than a provision the failure to comply with which has no significant consequences for the Pipeline Operator, the Large Transporter or any Pipeline User) of the Code; or



<p>(ii) upon the <b>Transporter's</b> application, on the basis that in its opinion non-compliance or inability to comply adversely affects the interests pursuant to the Code of Users other than in respect of <b>NTS Entry Capacity</b> or the delivery of gas to the <b>Total System</b> at the relevant <b>System</b> Entry Point, the Authority has given <b>Condition A11(18) Approval</b> to its doing so, the <b>Transporter</b> shall be entitled to refuse (until such time as the <b>Transporter</b> is reasonably satisfied that such non-compliance has been remedied) to accept delivery by Users to the <b>Total System</b> of gas at the relevant <b>System</b> Entry Point, in which case the <b>Transporter</b> will notify all affected Users of such refusal and (subject to any duties of confidence) the relevant circumstances (under paragraph (a)).</p>	<p>(ii) upon the <b>Pipeline Operator and/or Large Transporter's</b> application, on the basis that in its opinion non-compliance or inability to comply adversely affects the interests pursuant to the Code of <b>Pipeline</b> Users, the <b>Pipeline Operator and/or the Large</b> Transporter shall be entitled to refuse (until such time as the <b>Transporter and/or Pipeline Operator</b> is reasonably satisfied that such non-compliance has been remedied) to accept delivery by <b>Pipeline</b> Users to the <b>Pipeline</b> of gas at the relevant <b>Pipeline</b> Entry Point, in which case the <b>Pipeline Operator</b> will notify all affected <b>Pipeline</b> Users of such refusal and (subject to any duties of confidence) the relevant circumstances (under paragraph (a)).</p>
<p>2.3.5 Any requirement of the <b>Network</b> Entry Provisions may be specified by reference to any published standard of a recognised body or other Recognised Standard, or standards or requirements from time to time published by the <b>Transporter</b>, and/or may be specified in terms of an objective or requirement to be achieved without specifying the manner by means of which such objective or requirement is to be achieved.</p>	<p>2.3.5 Any requirement of the <b>Pipeline</b> Entry Provisions may be specified by reference to any published standard of a recognised body or other Recognised Standard, or standards or requirements from time to time published by the <b>Pipeline Operator and/or Large Transporter</b>, and/or may be specified in terms of an objective or requirement to be achieved without specifying the manner by means of which such objective or requirement is to be achieved.</p>
<p>2.3.6 Nothing contained in a <b>Network</b> Entry Agreement shall be taken to constrain the basis upon which the Transportation Statement may provide for the determination of any Transportation Charges.</p>	<p>2.3.6 Nothing contained in a <b>Pipeline</b> Entry Agreement shall be taken to constrain the basis upon which the Transportation Statement may provide for the determination of any Transportation Charges.</p>
<p>2.3.7 <b>Network</b> Entry Provisions may differ as between different <b>System</b> Entry Points.</p>	<p>2.3.7 <b>Pipeline</b> Entry Provisions may differ as between different <b>Pipeline</b> Entry Points.</p>
<p>2.3.8 Where:</p> <p>(a) a <b>Connected</b> Delivery Facility is or forms part of an Interconnected System; and</p> <p>(b) at the relevant <b>System</b> Entry Point only gas which has first been offtaken from the relevant System can be delivered to the relevant <b>System</b></p> <p>certain <b>Network</b> Entry Provisions may not be required.</p>	<p>2.3.8 Where:</p> <p>(a) <b>Not used</b></p> <p>(b) at the relevant <b>Pipeline</b> Entry Point only gas which has first been offtaken from the relevant <b>Pipeline</b> can be delivered to the relevant <b>Pipeline</b></p> <p>certain <b>Pipeline</b> Entry Provisions may not be required.</p>
<p><b>2.4 Gas Entry Conditions</b></p>	<p><b>2.4 Gas Entry Conditions</b></p>
<p>2.4.1 The "<b>Gas Entry Conditions</b>" in respect of a <b>System</b> Entry Point are limits or other requirements as to the composition, pressure, temperature and other characteristics of gas delivered or tendered for delivery to the <b>Total System</b> at the point or points of delivery (in accordance with paragraph 2.3.1(c)(iii)).</p>	<p>2.4.1 The "<b>Gas Entry Conditions</b>" in respect of a <b>Pipeline</b> Entry Point are limits or other requirements as to the composition, pressure, temperature and other characteristics of gas delivered or tendered for delivery to the <b>Pipeline and/or Large Transporter's System</b> at the point or points of delivery (in accordance with paragraph 2.3.1(c)(iii)).</p>
<p>2.4.2 Gas Entry Conditions may include limits, prohibitions or requirements in respect of the following:</p> <p>(a) composition limits:</p> <ul style="list-style-type: none"> <li>- Gross calorific value (maximum and minimum, MJ/m<sup>3</sup>);</li> <li>- Wobbe number (maximum and minimum, MJ/m<sup>3</sup>);</li> <li>- Hydrogen Sulphide (maximum, ppm);</li> <li>- Hydrocarbon Dewpoint (maximum °C for specified maximum pressure);</li> <li>- Water Dewpoint (maximum °C for specified maximum pressure);</li> <li>- Total Sulphur (maximum volume, ppm expressed as H<sub>2</sub>S);</li> <li>- Oxygen (maximum volume, ppm);</li> <li>- Inert gases (maximum mol%), including: <ul style="list-style-type: none"> <li>- Carbon Dioxide (maximum mol%); and</li> <li>- Nitrogen (maximum mol%);</li> </ul> </li> </ul> <p>(b) delivery temperature (minimum and maximum °C);</p> <p>(c) contaminants - materials, dust or other solid or liquid matter;</p> <p>(d) odour; and</p> <p>(e) the pressure (maximum and minimum, bar g) at which and against which gas may be required to be delivered to the <b>Total System</b>.</p>	<p>2.4.2 Gas Entry Conditions may include limits, prohibitions or requirements in respect of the following:</p> <p>(a) composition limits:</p> <ul style="list-style-type: none"> <li>- Gross calorific value (maximum and minimum, MJ/m<sup>3</sup>);</li> <li>- Wobbe number (maximum and minimum, MJ/m<sup>3</sup>);</li> <li>- Hydrogen Sulphide (maximum, ppm);</li> <li>- Hydrocarbon Dewpoint (maximum °C for specified maximum pressure);</li> <li>- Water Dewpoint (maximum °C for specified maximum pressure);</li> <li>- Total Sulphur (maximum volume, ppm expressed as H<sub>2</sub>S);</li> <li>- Oxygen (maximum volume, ppm);</li> <li>- Inert gases (maximum mol%), including: <ul style="list-style-type: none"> <li>- Carbon Dioxide (maximum mol%); and</li> <li>- Nitrogen (maximum mol%);</li> </ul> </li> </ul> <p>(b) delivery temperature (minimum and maximum °C);</p> <p>(c) contaminants - materials, dust or other solid or liquid matter;</p> <p>(d) odour; and</p> <p>(e) the pressure (maximum and minimum, bar g) at which and against which gas may be required to be delivered to the <b>Pipeline</b>.</p>
<p>2.4.3 <b>Network</b> Entry Provisions will include any tolerances within which (for any person or in any circumstances) deviations from any of the Gas Entry Conditions are permitted.</p>	<p>2.4.3 <b>Pipeline</b> Entry Provisions will include any tolerances within which (for any person or in any circumstances) deviations from any of the Gas Entry Conditions are permitted.</p>
<p>2.4.4 For the purposes of this <b>Section I</b> "delivery characteristics" are the characteristics of gas delivered or tendered for delivery to the <b>Total System</b> in respect of which Gas Entry Conditions apply in respect of any <b>System</b> Entry Point.</p>	<p>2.4.4 For the purposes of this <b>Part Q</b> "delivery characteristics" are the characteristics of gas delivered or tendered for delivery to the <b>Pipeline</b> in respect of which Gas Entry Conditions apply in respect of any <b>Pipeline</b> Entry Point.</p>
<p>2.4.5 Where under any new or changed Legal Requirement there is any requirement, applicable to the characteristics (other than odour) of gas conveyed by means of or tendered for delivery to the <b>Total System</b>, which either does not apply or is more stringent than any which does apply under the prevailing Gas Entry Conditions, such requirement shall (unless expressly provided otherwise under any Special Delivery Arrangement) at the time at which it comes into force be deemed to be incorporated in the Gas Entry Conditions (which will be amended accordingly as soon as reasonably practicable thereafter).</p>	<p>2.4.5 Where under any new or changed Legal Requirement there is any requirement, applicable to the characteristics (other than odour) of gas conveyed by means of or tendered for delivery to the <b>Pipeline</b>, which either does not apply or is more stringent than any which does apply under the prevailing Gas Entry Conditions, such requirement shall at the time at which it comes into force be deemed to be incorporated in the Gas Entry Conditions (which will be amended accordingly as soon as reasonably practicable thereafter).</p>
<p><b>2.5 Measurement Provisions</b></p>	<p><b>2.5 Measurement Provisions</b></p>
<p>2.5.1 The "Measurement Provisions" in respect of a <b>System</b> Entry Point are the procedures, methods and standards by which:</p> <p>(a) gas delivered or tendered for delivery to the <b>Total System</b> at that point will be measured, sampled and analysed;</p> <p>(b) the volume, calorific value, quantity, and delivery characteristics of such gas will be determined; and</p>	<p>2.5.1 The "Measurement Provisions" in respect of a <b>Pipeline</b> Entry Point are the procedures, methods and standards by which:</p> <p>(a) gas delivered or tendered for delivery to the <b>Pipeline</b> at that point will be measured, sampled and analysed;</p> <p>(b) the volume, calorific value, quantity, and delivery characteristics of such gas will be determined; and</p>

<p>(c) the <b>Transporter</b> and the Delivery Facility Operator will inform each other of the determinations made under paragraph (b).</p>
<p>2.5.2 "<b>Measurement Equipment</b>" is the metering, sampling, analysis and other equipment required by the Measurement Provisions to be installed (whether at the <b>Connected</b> Delivery Facility or on the <b>Total System</b>).</p>
<p>2.5.3 The Measurement Provisions will provide for the <b>Entry Point Daily Quantity Delivered</b> to be determined and (if not determined by the Transporter) communicated to the <b>Transporter</b>.</p>
<p>2.5.4 Measurement Provisions may include:</p> <p>(a) standards of accuracy and procedures for testing and calibration of Measurement Equipment;</p> <p>(b) terms by which volume, calorific value, quantity or any delivery characteristic of gas delivered or tendered for delivery may be estimated in the case of failure or defect of any Measurement Equipment, non-compliance with any of the Measurement Provisions or otherwise; and</p> <p>(c) terms upon which any difference or dispute between the Delivery Facility Operator and the <b>Transporter</b> as to the volume, calorific value, quantity or delivery characteristic of gas delivered or tendered for delivery will be resolved (which may include resolution by agreement between them)</p>
<p>2.5.5 Each User acknowledges that the volume, calorific value, quantity and delivery characteristics of gas delivered or tendered for delivery (by Users in aggregate) to the <b>Total System</b> at a <b>System</b> Entry Point, and the compliance or non-compliance with the applicable Gas Entry Conditions in respect thereof, will be established (by the <b>Transporter</b> and the Delivery Facility Operator pursuant to the <b>Network</b> Entry Provisions) in accordance with the applicable Measurement Provisions and by means of the Measurement Equipment, and agrees to be bound (for the purposes of the Code) by what is so established.</p>
<p><b>2.6 Local Operating Procedures</b></p>
<p>2.6.1 The "<b>Local Operating Procedures</b>" in respect of a <b>System</b> Entry Point or <b>System Entry Points</b> are procedures for coordination between the Transporter and the Delivery Facility Operator in connection with the operation of the <b>Connected</b> Delivery Facility and the part of the <b>Total System</b> at which it is connected, including the exchange of information between the Transporter and the Delivery Facility Operator.</p>
<p>2.6.2 Local Operating Procedures will provide for the Delivery Facility Operator to provide information ("Local Operating Information") to the <b>Transporter</b> as to the rates at and quantities in which gas is expected to be delivered to the <b>Total System</b> at the <b>System</b> Entry Point at intervals during and at the end of the <b>Gas Flow Day</b>.</p>
<p>2.6.3 Except with the prior written consent of the Delivery Facility Operator the <b>Transporter</b> will not and will not be required to provide to any User any information provided by the Delivery Facility Operator under the Local Operating Procedures.</p>
<p>2.6.4 Local Operating Information (including any such information which is or appears to be inconsistent with the requirements in paragraph 3.10.2) may be relied on:</p> <p>(a) by <b>National Gas Transmission</b> (in accordance with Section D1.3) in operating and planning the operation of the NTS and for the purposes of Operational Balancing;</p> <p>(b) by a <b>DN Operator</b> in the operating and planning the operation of its <b>System(s)</b>.</p>
<p>2.6.5 Local Operating Procedures may provide for the <b>Delivery</b> Facility Operator and the <b>Transporter</b> to agree at any time:</p> <p>(a) for the purposes of enabling any inspection, repair or maintenance to be carried out in respect of the <b>Connected</b> Delivery Facility or any related part of a relevant <b>System</b>;</p> <p>(b) for the purposes of avoiding a <b>Transportation Constraint</b>, or enabling the delivery of gas notwithstanding a <b>Transportation Constraint</b>; or</p> <p>(c) in any other circumstances (affecting facilities upstream of the <b>System</b> Entry Point) provided for in such procedures,</p> <p>that the Delivery Facility Operator will arrange for the quantity of gas to be delivered to the <b>Total System</b> to be delivered at a rate which will vary during the Day, and/or during a part only of the Day.</p>
<p>2.6.6 Local Operating Procedures may contain procedures pursuant to which the <b>Transporter</b> may permit for limited periods the delivery of gas which does not comply with the applicable Gas Entry Conditions; and any such procedure shall not be a <b>Special Delivery Arrangement</b> for the purposes of paragraph 3.5.</p>

<p>(c) the <u>Pipeline Operator</u>, the <u>Large</u> Transporter and the <u>Pipeline</u> Delivery Facility Operator will inform each other of the determinations made under paragraph (b).</p>
<p>2.5.2 "<b>Measurement Equipment</b>" is the metering, sampling, analysis and other equipment required by the Measurement Provisions to be installed (whether at the <u>Pipeline</u> Delivery Facility or on the <u>Pipeline</u>).</p>
<p>2.5.3 The Measurement Provisions will provide for the <b>Entry Point Daily Quantity Delivered</b> to be determined and (if not determined by the <u>Pipeline Operator</u> and/or <u>Large Transporter</u>) communicated to the <u>Pipeline Operator</u> and/or <u>Large Transporter</u>.</p>
<p>2.5.4 Measurement Provisions may include:</p> <p>(a) standards of accuracy and procedures for testing and calibration of Measurement Equipment;</p> <p>(b) terms by which volume, calorific value, quantity or any delivery characteristic of gas delivered or tendered for delivery may be estimated in the case of failure or defect of any Measurement Equipment, non-compliance with any of the Measurement Provisions or otherwise; and</p> <p>(c) terms upon which any difference or dispute between the <u>Pipeline</u> Delivery Facility Operator, the <u>Pipeline Operator</u>, and the <u>Large Transporter</u> as to the volume, calorific value, quantity or delivery characteristic of gas delivered or tendered for delivery will be resolved (which may include resolution by agreement between them).</p>
<p>2.5.5 Each <u>Pipeline</u> User acknowledges that the volume, calorific value, quantity and delivery characteristics of gas delivered or tendered for delivery (by <u>Pipeline</u> Users in aggregate) to the <u>Pipeline</u> at a <u>Pipeline</u> Entry Point, and the compliance or non-compliance with the applicable Gas Entry Conditions in respect thereof, will be established (by the <u>Pipeline Operator</u>, the <u>Large</u> Transporter and the <u>Pipeline</u> Delivery Facility Operator pursuant to the <u>Pipeline</u> Entry Provisions) in accordance with the applicable Measurement Provisions and by means of the Measurement Equipment, and agrees to be bound (for the purposes of the Code) by what is so established.</p>
<p><b>2.6 Local Operating Procedures</b></p>
<p>2.6.1 The "<b>Local Operating Procedures</b>" in respect of a <u>Pipeline</u> Entry Point are procedures for coordination between the <u>Pipeline Operator</u>, the <u>Large</u> Transporter and the <u>Pipeline</u> Delivery Facility Operator in connection with the operation of the <u>Pipeline</u> Delivery Facility and the part of the <u>Pipeline</u> at which it is connected, including the exchange of information between the <u>Pipeline Operator</u>, the <u>Large</u> Transporter and the <u>Pipeline</u> Delivery Facility Operator.</p>
<p>2.6.2 Local Operating Procedures will provide for the <u>Pipeline</u> Delivery Facility Operator to provide information ("Local Operating Information") to the <u>Pipeline Operator</u>, the <u>Large</u> Transporter as to the rates at and quantities in which gas is expected to be delivered to the <u>Pipeline</u> at the <u>Pipeline</u> Entry Point at intervals during and at the end of the Day.</p>
<p>2.6.3 Except with the prior written consent of the <u>Pipeline</u> Delivery Facility Operator the <u>Pipeline Operator</u> will not and will not be required to provide to any <u>Pipeline</u> User any information provided by the <u>Pipeline</u> Delivery Facility Operator under the Local Operating Procedures.</p>
<p>2.6.4 Local Operating Information (including any such information which is or appears to be inconsistent with the requirements in paragraph 1.1.1) may be relied on:</p> <p>(a) by <b>National Gas Transmission</b> (in accordance with Section D1.3 of the <b>UNC</b>) in operating and planning the operation of the NTS and for the purposes of Operational Balancing;</p> <p>(b) by a <u>Large</u> Transporter in the operating and planning the operation of its System.</p> <p>(c) by a <u>Pipeline Operator</u> in the operating and planning the operation of its <u>Pipeline</u>.</p>
<p>2.6.5 Local Operating Procedures may provide for the <u>Pipeline</u> Delivery Facility Operator, the <u>Pipeline Operator</u> and the <u>Large</u> Transporter to agree at any time:</p> <p>(a) for the purposes of enabling any inspection, repair or maintenance to be carried out in respect of the <u>Pipeline</u> Delivery Facility or any related part of a relevant <u>Pipeline</u> or <u>Large Transporter</u> System;</p> <p>(b) for the purposes of avoiding a <b>Transportation Constraint</b>, or enabling the delivery of gas notwithstanding a <b>Transportation Constraint</b>; or</p> <p>(c) in any other circumstances (affecting facilities upstream of the <u>Pipeline</u> Entry Point) provided for in such procedures,</p> <p>that the <u>Pipeline</u> Delivery Facility Operator will arrange for the quantity of gas to be delivered to the <u>Pipeline</u> to be delivered at a rate which will vary during the Day, and/or during a part only of the Day.</p>
<p>2.6.6 Local Operating Procedures may contain procedures pursuant to which the <u>Pipeline Operator</u> and the <u>Large Transporter</u> may permit for limited periods the delivery of gas which does not comply with the applicable Gas Entry Conditions.</p>



2.6.7 The **Transporter** will be entitled to act in accordance with any such provision as is referred to in paragraph 2.6.5 or 2.6.6 or any agreement made with the Delivery Facility Operator pursuant thereto, and to assume that the terms on which any User may have purchased gas for delivery to the **Total System** or otherwise procured such delivery take account thereof; and will not be in breach of its obligation under paragraph 3.7 by reason of its so acting.

2.6.7 The **Pipeline Operator and/or Large Transporter** will be entitled to act in accordance with any such provision as is referred to in paragraph 2.6.5 or 2.6.6 or any agreement made with the **Pipeline** Delivery Facility Operator pursuant thereto, and to assume that the terms on which any **Pipeline User** may have purchased gas for delivery to the **Pipeline** or otherwise procured such delivery take account thereof; and will not be in breach of its obligation under paragraph 3.7 by reason of its so acting.

**3 DELIVERY OF GAS**

<b>UNC TPD Section I (as at November 2023)</b>
<b>3 DELIVERY OF GAS TO THE SYSTEM</b>
<b>3.1 Delivering Users</b>
3.1.1 Subject to Sections <b>E2.3 and Q3.3.4</b> , all gas delivered or tendered for delivery to the <b>Total System</b> at a <b>System</b> Entry Point on a Day shall be deemed to be delivered or tendered for delivery by the Delivering User(s), irrespective of any act or omission of the Delivery Facility Operator or any other person.
3.1.2 For the purposes of this <b>Section I</b> the " <b>Delivery Proportion</b> " for a Delivering User on a Day in respect of a <b>System</b> Entry Point is that User's <b>UDQI for that Day divided by the Entry Point Daily Quantity Delivered in accordance with Section E.</b>
<b>3.2 Delivered Gas</b>
3.2.1 The gas delivered or tendered for delivery to the <b>Total System</b> at an <b>Individual System</b> Entry Point shall for all purposes of the Code be assumed to be a single homogenous gas stream.
3.2.2 Where on a Day more than one User delivers gas or tenders gas for delivery to the <b>Total System</b> at a System Entry Point:  (a) each such User shall be treated as delivering or tendering for delivery at each <b>Individual</b> System Entry Point gas of the same delivery characteristics as that delivered or tendered for delivery at such <b>System</b> Entry Point by each other such User; and  (b) the gas delivered or tendered for delivery at each <b>System</b> Entry Point at any time on such Day shall, irrespective of differences in such delivery characteristics as between <b>Individual System</b> Entry Points, be treated as delivered or tendered for delivery by each Delivering User as to its Delivery Proportion thereof.
3.2.3 <b>Subject to the terms of any Special Delivery Arrangement, where the delivery characteristics of gas delivered or tendered for delivery at Individual System Entry Points comprised in the same System Entry Point differ, the Transporter may exercise its rights under paragraph 3.3.2 separately in respect of each Individual System Entry Point.</b>
<b>3.3 Compliance with Gas Entry Conditions</b>
3.3.1 Subject to paragraphs 2.6.6 and 3.5, a User shall not deliver gas or tender gas for delivery to the <b>Total System</b> at a <b>System</b> Entry Point unless the applicable Gas Entry Conditions are complied with in respect of such gas.
3.3.2 Where non-compliant gas is tendered for delivery to the <b>Total System</b> at a System Entry Point (whether or not resulting from any procedures referred to in paragraph 2.6.6) the <b>Transporter</b> may, from time to time until such time as the relevant Gas Entry Conditions are complied with in respect of gas tendered for delivery at such point, in its discretion either:  (a) refuse to accept delivery or continued delivery of such gas; or  (b) (subject to any Legal Requirement) accept such delivery or accept such delivery as to part only of what is tendered for delivery.
3.3.3 The <b>Transporter's</b> rights under paragraph 3.3.5 shall not be prejudiced by its election to accept delivery of non-compliant gas (whether or not it is aware that the gas is non-compliant).
3.3.4 The <b>Transporter</b> shall be entitled pursuant to paragraph 3.3.2 to take any steps available to it (including any steps pursuant to Local Operating Procedures) to limit the rate at which non-compliant gas is delivered to the <b>Total System</b> or to secure that such gas is not so delivered.
3.3.5 Subject to paragraph 3.4.6, where non-compliant gas has been delivered on any Day to the <b>Total System</b> , each Delivering User shall be liable to pay to the <b>Transporter</b> an amount determined in accordance with paragraph 3.4.
3.3.6 Where the <b>Transporter</b> first becomes aware (pursuant to the applicable Measurement Provisions or otherwise) that non-compliant gas is being or has been delivered to the <b>Total System</b> at a <b>System</b> Entry Point on any Day, the delivery of which is likely in the <b>Transporter's</b> opinion to entitle the <b>Transporter</b> to claim any material sum under paragraph 3.4, the <b>Transporter</b> will as soon as reasonably practicable inform Users of that fact; provided that no failure by the <b>Transporter</b> so to inform any User shall affect the <b>Transporter's</b> rights under paragraphs 3.3.5 and 3.4.
3.3.7 For the purposes of this paragraph 3, subject to paragraphs 3.3.8 and 3.4.6, "non-compliant gas" is gas delivered or tendered for delivery at an <b>Individual</b> System Entry Point, in respect of which or the delivery or

<b>IGT-UNC proposed Part Q</b>
<b>3 DELIVERY OF GAS TO THE PIPELINE</b>
<b>3.1 Delivering Users</b>
3.1.1 All gas delivered or tendered for delivery to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point on a Day shall be deemed to be delivered or tendered for delivery by the Delivering <b>Pipeline</b> User(s), irrespective of any act or omission of the <b>Pipeline</b> Delivery Facility Operator or any other person.
3.1.2 For the purposes of this <b>Part Q</b> the " <b>Delivery Proportion</b> " for a Delivering <b>Pipeline</b> User on a Day in respect of a <b>Pipeline</b> Entry Point is that <b>Pipeline</b> User's <b>UDQI for that Day divided by the Entry Point Daily Quantity Delivered in accordance with Section E.</b>
<b>3.2 Delivered Gas</b>
3.2.1 The gas delivered or tendered for delivery to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point shall for all purposes of the Code be assumed to be a single homogenous gas stream.
3.2.2 Where on a Day more than one <b>Pipeline</b> User delivers gas or tenders gas for delivery to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point:  (a) each such <b>Pipeline</b> User shall be treated as delivering or tendering for delivery at each <b>Pipeline</b> Entry Point gas of the same delivery characteristics as that delivered or tendered for delivery at such <b>Pipeline</b> Entry Point by each other such <b>Pipeline</b> User; and  (b) the gas delivered or tendered for delivery at each <b>Pipeline</b> Entry Point at any time on such Day shall, be treated as delivered or tendered for delivery by each Delivering <b>Pipeline</b> User as to its Delivery Proportion thereof.
3.2.3 <b>Not used</b>
<b>3.3 Compliance with Gas Entry Conditions</b>
3.3.1 Subject to paragraphs 2.6.6 and 3.5, a <b>Pipeline</b> User shall not deliver gas or tender gas for delivery to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point unless the applicable Gas Entry Conditions are complied with in respect of such gas.
3.3.2 Where non-compliant gas is tendered for delivery to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point (whether or not resulting from any procedures referred to in paragraph 2.6.6) the <b>Pipeline Operator</b> may, from time to time until such time as the relevant Gas Entry Conditions are complied with in respect of gas tendered for delivery at such point, in its discretion either:  (a) refuse to accept delivery or continued delivery of such gas; or  (b) (subject to any Legal Requirement) accept such delivery or accept such delivery as to part only of what is tendered for delivery.
3.3.3 The <b>Pipeline Operator's</b> rights under paragraph 3.3.5 shall not be prejudiced by its election to accept delivery of non-compliant gas (whether or not it is aware that the gas is non-compliant).
3.3.4 The <b>Pipeline Operator</b> shall be entitled pursuant to paragraph 3.3.2 to take any steps available to it (including any steps pursuant to Local Operating Procedures) to limit the rate at which non-compliant gas is delivered to the <b>Pipeline</b> or to secure that such gas is not so delivered.
3.3.5 Subject to paragraph 3.4.6, where non-compliant gas has been delivered on any Day to the <b>Pipeline</b> , each Delivering <b>Pipeline</b> User shall be liable to pay to the <b>Pipeline Operator</b> an amount determined in accordance with paragraph 3.4.
3.3.6 Where the <b>Pipeline Operator</b> first becomes aware (pursuant to the applicable Measurement Provisions or otherwise) that non-compliant gas is being or has been delivered to the <b>Pipeline</b> at a <b>Pipeline</b> Entry Point on any Day, the delivery of which is likely in the <b>Pipeline Operator's</b> opinion to entitle the <b>Pipeline Operator</b> to claim any material sum under paragraph 3.4, the <b>Pipeline Operator</b> will as soon as reasonably practicable inform <b>Pipeline</b> Users of that fact; provided that no failure by the <b>Pipeline Operator</b> so to inform any User shall affect the <b>Pipeline Operator's</b> rights under paragraphs 3.3.5 and 3.4.
3.3.7 For the purposes of this paragraph 3, subject to paragraphs 3.3.8 and 3.4.6, "non-compliant gas" is gas delivered or tendered for delivery at a <b>Pipeline</b> Entry Point, in respect of which or the delivery or tendered

<p>tendered delivery of which (after taking account of any tolerance referred to in paragraph 2.4.3) any of the relevant Gas Entry Conditions is not or was not complied with.</p>	<p>delivery of which (after taking account of any tolerance referred to in paragraph 2.4.3) any of the relevant Gas Entry Conditions is not or was not complied with.</p>
<p>3.3.8 Where and for so long as a Special Delivery Arrangement under paragraph 3.5.1 is in force and the terms thereof are being complied with, gas subject to such Special Delivery Arrangement shall not be non-compliant gas by reason only of its not complying with the Gas Entry Conditions as to the delivery characteristic(s) in respect of which the Special Delivery Arrangement was made.</p>	<p>3.4.8 <u>Not used</u></p>
<p>3.3.9 Where on any Day on which non-compliant gas was delivered to the Total System at a System Entry Point an Unclaimed Entry Allocation Statement is submitted to the Transporter in accordance with Section E2.3, Delivering Users agree to cooperate with the Transporter in identifying any person who may be liable to the Transporter in respect of the delivery of non-compliant gas the subject of such statement; provided that no User shall be required to incur significant cost nor to breach any obligation of confidence in so doing, and that nothing so done shall be a breach of Section E2.3.6.</p>	<p>3.4.9 <u>Not used</u></p>
<p><b>3.4 Payment in respect of non-compliant gas</b></p>	<p><b>3.4 Payment in respect of non-compliant gas</b></p>
<p>3.4.1 Subject to paragraphs 3.4.2 and 3.4.3, the amount payable by a Delivering User to the <b>Transporter</b> under paragraph 3.3.5 shall be its Delivery Proportion of all reasonable costs and expenses reasonably incurred by the <b>Transporter</b> in consequence of the delivery of the non-compliant gas, including (without limitation) costs and expenses incurred:</p> <p>(a) in cleaning or clearing any part of the relevant <b>System</b>; and/or</p> <p>(b) in taking reasonable measures (excluding any <b>Operational Balancing Steps</b>) to secure that the relevant <b>System</b> can be operated in accordance with applicable Legal Requirements notwithstanding the delivery or continued delivery of such non-compliant gas.</p>	<p>3.4.1 Subject to paragraphs 3.4.2 and 3.4.3, the amount payable by a Delivering <b>Pipeline User</b> to the <b>Pipeline Operator</b> under paragraph 3.3.5 shall be its Delivery Proportion of all reasonable costs and expenses reasonably incurred by the <b>Pipeline Operator</b> in consequence of the delivery of the non-compliant gas, including (without limitation) costs and expenses incurred:</p> <p>(a) in cleaning or clearing any part of the relevant <b>Pipeline</b>; and/or</p> <p>(b) in taking reasonable measures (excluding any <b>Operational Balancing Steps</b>) to secure that the relevant <b>Pipeline</b> can be operated in accordance with applicable Legal Requirements notwithstanding the delivery or continued delivery of such non-compliant gas.</p>
<p>3.4.2 The amount payable by a Delivering User pursuant to paragraph 3.4.1 shall not exceed 10% of its Delivery Proportion of the amount calculated as the total quantity of noncompliant gas delivered to the <b>Total System</b> at the relevant System Entry Point on the relevant Day multiplied by the <b>Applicable Liability Gas Price</b>.</p>	<p>3.4.2 The amount payable by a Delivering User pursuant to paragraph 3.4.1 shall not exceed 10% of its Delivery Proportion of the amount calculated as the total quantity of non-compliant gas delivered to the <b>Pipeline Operator</b> at the relevant <b>Pipeline Entry Point</b> on the relevant Day multiplied by the <b>Applicable Liability Gas Price</b>.</p>
<p>3.4.3 Where costs and expenses referred to in paragraph 3.4.1 are incurred in consequence of the delivery of non-compliant gas to the <b>Total System</b> at a <b>System</b> Entry Point on more than one Day:</p> <p>(a) references in paragraphs 3.4.1 and 3.4.2 to a User's Delivery Proportion shall be deemed to be references to a weighted average Delivery Proportion determined for each Delivering User as the sum, for all such Days, of the User's Delivery Proportion for each Day multiplied by the <b>Entry Point Daily Quantity Delivered, divided by the sum of the Entry Point Daily Quantities Delivered</b> for all such Days;</p> <p>(b) the reference in paragraph 3.4.2 to the total quantity of non-compliant gas delivered on the relevant Day shall be to the total quantity of non-compliant gas delivered on all such Days.</p>	<p>3.4.3 Where costs and expenses referred to in paragraph 3.4.1 are incurred in consequence of the delivery of non-compliant gas to the <b>Pipeline Operator</b> at a <b>Pipeline Operator</b> Entry Point on more than one Day:</p> <p>(a) references in paragraphs 3.4.1 and 3.4.2 to a <b>Pipeline User's</b> Delivery Proportion shall be deemed to be references to a weighted average Delivery Proportion determined for each Delivering User as the sum, for all such Days, of the <b>Pipeline User's</b> Delivery Proportion for each Day multiplied by the <b>Entry Point Daily Quantity Delivered, divided by the sum of the Entry Point Daily Quantities Delivered</b> for all such Days;</p> <p>(b) the reference in paragraph 3.4.2 to the total quantity of non-compliant gas delivered on the relevant Day shall be to the total quantity of non-compliant gas delivered on all such Days.</p>
<p>3.4.4 Where any amount has become payable to the <b>Transporter</b> pursuant to paragraph 3.3.5:</p> <p>(a) the <b>Transporter</b> shall as soon as reasonably practicable after the <b>Entry Close-out Date</b> so notify each Delivering User specifying:</p> <p>(i) the relevant <b>System</b> Entry Point and the Day or Days on which noncompliant gas was delivered to the <b>Total System</b>;</p> <p>(ii) the total quantity of non-compliant gas referred to in paragraph 3.4.2, and reasonable details of the respect(s) in which the non-compliant gas did not comply with the applicable Gas Entry Conditions;</p> <p>(iii) reasonable details of the costs and expenses referred to in paragraph 3.4.1 and the purposes for which they were incurred;</p> <p>(iv) each Delivering User's Delivery Proportion; and</p> <p>(b) the amounts payable by each Delivering User shall be invoiced and are payable in accordance with <b>Section S</b>.</p>	<p>3.4.4 Where any amount has become payable to the <b>Pipeline Operator</b> pursuant to paragraph 3.3.5:</p> <p>(a) the <b>Pipeline Operator</b> shall as soon as reasonably practicable after the <b>Entry Close-out Date</b> so notify each Delivering User specifying:</p> <p>(i) the relevant <b>Pipeline</b> Entry Point and the Day or Days on which non-compliant gas was delivered to the <b>Pipeline</b>;</p> <p>(ii) the total quantity of non-compliant gas, and reasonable details of the respect(s) in which the non-compliant gas did not comply with the applicable Gas Entry Conditions; and</p> <p>(iii) reasonable details of the costs and expenses referred to in paragraph 3.4.1 and the purposes for which they were incurred;</p> <p>(iv) each Delivering User's Delivery Proportion; and</p> <p>(b) the amounts payable by each Delivering User shall be invoiced and are payable in accordance with <b>Part G</b>.</p>
<p>3.4.5 Any dispute (other than one resolved pursuant to <b>Network</b> Entry Provisions under paragraph 2.5.4) as to anything specified by the <b>Transporter</b> under paragraph 3.4.4(a) shall be referred to Expert Determination.</p>	<p>3.4.5 Any dispute (other than one resolved pursuant to <b>Pipeline</b> Entry Provisions under paragraph 2.5.4) as to anything specified by the <b>Pipeline Operator</b> under paragraph 3.4.4(a) shall be referred to Expert Determination.</p>
<p>3.4.6 Paragraph 3.3.5 and this paragraph 3.4 do not apply and Delivering Users shall not be liable thereunder to the extent that the failure (of gas delivered or tendered for delivery) to comply with Gas Entry Conditions was a failure to comply with a requirement as to pressure or odour; and references in those paragraphs to non-compliant gas shall be construed accordingly.</p>	<p>3.4.6 Paragraph 3.3.5 and this paragraph 3.4 do not apply and Delivering Users shall not be liable thereunder to the extent that the failure (of gas delivered or tendered for delivery) to comply with Gas Entry Conditions was a failure to comply with a requirement as to pressure or odour; and references in those paragraphs to non-compliant gas shall be construed accordingly.</p>
<p>3.4.7 Where for the purposes of clearing non-compliant gas from a <b>System</b> it is necessary for the <b>Transporter</b> to vent gas from the <b>System</b>, each Delivering User's Delivery Proportion of the quantity of gas so vented shall for the purposes of Sections E5 and F2 (but not otherwise) be treated as having been offtaken from the <b>Total System</b> by and</p>	<p>3.4.7 <u>Not used</u></p>



<p>accordingly deemed to be an UDQO of the Delivering User; and in such circumstances National Gas Transmission will inform all Users (or those who made Nominations for the relevant System Entry Point) as soon as reasonably practicable after such venting.</p>
<p>3.4.8 In the case of a System Entry Point designated by National Gas Transmission on or before 1 March 1996 ...</p>
<p>3.4.9 Each User who is for the time being a Delivering User in respect of such a System Entry Point as is referred to in paragraph 3.4.8 ...</p>
<p><b>3.5 Special delivery</b></p>
<p>3.5.1 Pursuant to an arrangement ("Special Delivery Arrangement") in relation to a System Entry Point or Individual System Entry Point therein, the Transporter may agree either to accept delivery of gas which does not comply with the applicable Gas Entry Conditions or that the applicable Gas Entry Conditions will permit the delivery of gas which does not comply with the conditions which the Transporter would otherwise require to be included, as to any of the delivery characteristics ...</p>
<p>3.5.7...</p>
<p><b>3.6 Delivery of Gas</b></p>
<p><i>[BR 1 (b) – note similarity to IGT-UNC Part J 1 at a Connection Point]</i></p>
<p>3.6.1 The applicable Network Entry Provisions will identify (by description or a diagram or both) a point of delivery at each Individual System Entry Point comprised in a System Entry Point.</p>
<p>3.6.2 Title and (without prejudice to any other provision of this Section I) risk in gas delivered to the Total System at a System Entry Point shall pass to the Transporter at the relevant point of delivery established in accordance with paragraph 3.6.1.</p>
<p>3.6.3 Each User warrants to the Transporter:</p> <p>(a) that such User will have title (at the point of delivery) to all gas delivered or tendered for delivery to the Total System at any System Entry Point by that User; and</p> <p>(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 Total System.</p>
<p>3.6.4 Each User shall indemnify the Transporter 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 Transporter in consequence of any breach of the warranties in paragraph 3.6.3.</p>
<p>3.6.5 The warranty in paragraph 3.6.3(a) shall be treated as satisfied where the User has arranged for delivery or tender for delivery of gas to the Total System by a person or persons who has or jointly have title (at the point of delivery) to such gas and such person passes or persons jointly pass title to such gas to the Transporter.</p>
<p><b>3.7 Acceptance of Gas</b></p>
<p><i>[Note: Turned off for LDZ entry by 3.11.3 – but should it be?</i></p> <p><i>This section, originally entitled 'Acceptance of gas delivered to the System' in 1996, has been changed significantly in the last 27 years, so the carve out of the 1996 original may have been desirable, was it intended that the amended section be excluded? More an issue for UNC than IGT-UNC]</i></p>
<p>3.7.1 Subject to the provisions of the Code, the Transporter will accept into the Total System at any time gas tendered for delivery by Users at the System Entry Points comprised in an Aggregate System Entry Point, at a rate (in kWh/Day) in aggregate not exceeding the aggregate Available Firm NTS Entry Capacity held by Users at that Aggregate System Entry Point, as Adjusted pursuant to Section B2.11.8.</p>
<p>...</p>
<p>3.7.7</p>
<p><i>[Note 3.11.5 replaces 3.7.1 for LDZ entry]</i></p>
<p><b>3.8 ISEP Capability</b></p>
<p><i>[Turned off for LDZ entry by 3.11.3 – but should it be?</i></p> <p><i>This section, originally entitled 'Entry Limitation' in 1996, has deleted and replaced with new text in the last 27 years, so the carve out of the 1996 original may have been desirable, was it intended that the present section be excluded? More an issue for UNC than IGT-UNC]</i></p>
<p>For the avoidance of doubt, the Transporter will not be in breach of its obligation under paragraph 3.7.1 by reason only of its being unable to accept delivery of gas at an Individual System Entry Point at a rate which exceeds the physical flow capability (determined without regard to any maintenance works in relation thereto) of the individual pipe at such Individual System Entry Point.</p>
<p><i>[Turned off for LDZ entry by 3.11.3 – but should it be? Blue highlight shows post 1996 text.]</i></p>
<p><b>3.9 Restricted Delivery</b></p>
<p><i>[Turned off for LDZ entry by 3.11.3 – but should it be?]</i></p>
<p>3.9.1 Where the Transporter determines that notwithstanding the steps if any taken under Section B2.9 and/or B2.10) a Transportation Constraint</p>

<p>3.4.8 Not used</p>
<p>3.4.8 Not used</p>
<p><b>3.5 Not used</b></p>
<p><b>3.6 Delivery of Gas</b></p>
<p>3.6.1 The applicable Pipeline Entry Provisions will identify (by description or a diagram or both) a point of delivery at each Pipeline Entry Point.</p>
<p>3.6.2 Title and (without prejudice to any other provision of this Part Q) risk in gas delivered to the Pipeline at a Pipeline Entry Point shall pass to the Pipeline Operator at the relevant point of delivery established in accordance with paragraph 3.6.1.</p>
<p>3.6.3 Each Pipeline User warrants to the Pipeline Operator:</p> <p>(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 any Pipeline Entry Point by that Pipeline User; and</p> <p>(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.</p>
<p>3.6.4 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 paragraph 3.6.3.</p>
<p>3.6.5 The warranty in paragraph 3.6.3(a) shall be treated as satisfied where the Pipeline User has arranged for delivery or tender for delivery of gas to the Pipeline by a person or persons who has or jointly have title (at the point of delivery) to such gas and such person passes or persons jointly pass title to such gas to the Pipeline Operator.</p>
<p><b>3.7 Not used</b></p>
<p><b>3.8 Entry Limitation (was ISEP Capability)</b></p>
<p>For the avoidance of doubt, the Pipeline Operator will not be in breach of its obligation under paragraph 1.1.1 by reason only of its being unable to accept delivery of gas at an Pipeline Entry Point at a rate which exceeds the physical flow capability (determined without regard to any maintenance works in relation thereto) of the individual pipe at such Pipeline Entry Point.</p>
<p><b>3.9 Restricted Delivery</b></p>
<p>3.9.1 Where the Pipeline Operator determines that a Transportation Constraint is imminent or has arisen at a Pipeline Entry Point the Pipeline</p>

<p>is imminent or has arisen at a System Entry Point the <b>Transporter</b> may take any available steps to curtail (or by so informing the Delivery Facility Operator or Users to secure the curtailment of) gas flow rates at the relevant <b>System</b> Entry Point.</p> <p><i>[Turned off for LDZ entry by 3.11.3 – but should it be? This paragraph has post 1996 text.]</i></p> <p><i>[References to TPD Section B should be removed if provision retained]</i></p>
<p>3.9.2 Where a <b>Transportation Constraint</b> affects more than one <b>System</b> Entry Point and the <b>Transporter</b> takes any steps under paragraph 3.9.1, it will do so with a view so far as is practicable to apportioning the curtailment of gas flow rates in such manner as appears equitable to the <b>Transporter</b>.</p> <p><i>[Turned off for LDZ entry by 3.11.3 – but should it be?]</i></p>
<p>3.9.3 Without prejudice to the applicable Local Operating Procedures and any applicable Legal Requirement, to the extent that the <b>Transporter</b> is not obliged (pursuant to paragraph 3.7.1) to accept delivery of gas at a <b>System</b> Entry Point, nothing in the Code shall be taken to require the <b>Transporter</b> to take any steps to prevent the increase of pressure within the <b>Total System</b> adjacent to a <b>System</b> Entry Point to a level at which gas will not flow from the <b>Connected</b> Delivery Facility into the <b>Total System</b>.</p> <p><i>[No obligation on GT to prevent increase of pressure - Turned off for LDZ entry by 3.11.3 – error?]</i></p>
<p><b>3.10 Rates of Delivery</b></p>
<p>3.10.1 Each User shall use all reasonable endeavours to secure that the requirements of paragraph 3.10.2 are complied with, and in taking decisions as to <b>Operational Balancing Steps National Gas Transmission</b> may assume that Users will do so; provided that nothing in the Code shall require <b>National Gas Transmission</b> to verify whether such requirements have been complied with nor to take any action in respect of any failure to comply with such requirements.</p>
<p>3.10.2 The requirements referred to in paragraph 3.10.1 are that (after allowing for the time required to implement an increase or decrease in the rate of delivery), for each User:</p> <p>(a) the rate at which it delivers gas to the <b>Total System</b> at a <b>System Entry Point</b> changes only with effect from the start of the Day and (within the Day) with effect from the <b>Renomination Effective Time of a Renomination</b> in respect of that point; and</p> <p>(b) gas is delivered to the <b>Total System</b> at the prevailing <b>Implied Nomination Flow Rate</b>.</p>
<p>3.10.3 A User shall not be in breach of paragraph 3.10.1 by reason of anything done pursuant to Local Operating Procedures in accordance with paragraph 2.6.5.</p>
<p><b>3.11 LDZ System Entry Points</b></p> <p><i>[Note: in 1996 there was a very different I 3.11, since deleted and replaced by a new I 3.11 through separate and unrelated mods. The original I 3.11 concerned Capacity so was appropriate for exclusion, but the present one may not be]</i></p>
<p>3.11.1 For the purposes of the Code:</p> <p>(a) an <b>"LDZ System Entry Point"</b> is a System Entry Point on a DNO's System and that is not listed as an Entry Point in Appendix 1 of Special Condition 9.13 of National Gas Transmission's Gas Transporter's Licence;</p> <p>(b) an <b>"LDZ System Entry Point User"</b> is a Delivering User at an LDZ System Entry Point;</p> <p>(c) an <b>"LDZ System Network Entry Agreement"</b> is a Network Entry Agreement between a DNO and a Delivery Facility Operator of a Connected Delivery Facility at an LDZ System Entry Point containing Network Entry Provisions, including those to determine the quantities of gas which may be delivered and operation of gas flows to an LDZ System Entry Point.</p> <p><i>[Note that 3.11.1 duplicates 1.3.1:</i></p> <p><i>1.3.1 Subject to paragraphs 1.3.7 and 1.6, a User may not deliver gas to the Total System at any System Entry Point unless there is in force an Agreement ("Network Entry Agreement") to which the parties include both the Transporter and the Delivery Facility Operator, containing Network Entry Provisions and (if not incorporated into the Network Entry Provisions) Local Operating Procedures applicable in respect of the System Entry Point.]</i></p>
<p>3.11.2 A DNO will allow the delivery of gas at an LDZ System Entry Point both:</p> <p><i>[1.3.1 covers the same requirement but is more appropriate so has been adapted]</i></p> <p>(a) in accordance with an LDZ System Network Entry Agreement in respect of that LDZ System Entry Point (in accordance with Standard Special Condition D12 of the DNO's Gas Transporter Licence); and</p>

<p><u>Operator</u> may take any available steps to curtail (or by so informing the <u>Pipeline</u> Delivery Facility Operator or <u>Pipeline</u> Users to secure the curtailment of) gas flow rates at the relevant <u>Pipeline</u> Entry Point.</p>
<p>3.9.2 Where a Transportation Constraint affects more than one <u>Pipeline</u> Entry Point and the <u>Pipeline Operator</u> takes any steps under paragraph 3.9.1, it will do so with a view so far as is practicable to apportioning the curtailment of gas flow rates in such manner as appears equitable to the <u>Pipeline Operator</u>.</p>
<p>3.9.3 Without prejudice to the applicable Local Operating Procedures and any applicable Legal Requirement, to the extent that the <u>Pipeline Operator</u> is not obliged (pursuant to paragraph 1.1.1) to accept delivery of gas at a <u>Pipeline</u> Entry Point, nothing in the Code shall be taken to require the <u>Pipeline Operator</u> to take any steps to prevent the increase of pressure within the <u>Pipeline</u> adjacent to a <u>Pipeline</u> Entry Point to a level at which gas will not flow from the <u>Pipeline</u> Delivery Facility into the <u>Pipeline</u>.</p>
<p><b>3.10 Not used</b></p>
<p>3.10.1 <u>Not used</u></p>
<p>3.10.2 <u>Not used</u></p>
<p>3.10.3 <u>Not used</u></p>
<p><b>3.11 Pipeline Entry Points</b></p>
<p>3.11.1 For the purposes of the Code:</p> <p>(a) <u>Not used</u></p> <p>(b) a <b>"<u>Pipeline</u> Entry Point <u>Pipeline</u> User"</b> is a Delivering User at a <u>Pipeline</u> Entry Point;</p> <p>(c) <u>Not used</u></p>
<p>3.11.2 <u>Not used</u></p>



<p>(b) without the requirement for an LDZ System Network Entry Agreement, in the circumstances specified in Section I1.3.7 and Section I1.6 respectively, provided the delivery of such gas is in accordance with the relevant Network Entry Provisions and, if applicable, the relevant Local Operating Procedures.</p>	
<p>3.11.3 In respect of an LDZ System Entry Point:</p> <p>(a) Section B1.2.7, Section B2 and paragraphs 3.7, 3.8 and 3.9 shall not apply;</p> <p>(b) an LDZ System Entry Point User will pay the relevant transportation charge (if any) as set out in the Transportation Statement.</p>	<p>3.11.3 In respect of a Pipeline Entry Point:</p> <p>(a) Not used</p> <p>(b) A Pipeline Entry Point Pipeline User will pay the relevant transportation charge (if any) as set out in the Transportation Statement.</p>
<p>3.11.4 An LDZ System Entry Point User wishing to deliver gas at an LDZ System Entry Point acknowledges and shall be subject to the terms of the Network Entry Provisions.</p> <p>[I 2.1.1 and 2.1.2 also cover this – UNC issue?]</p>	<p>3.11.4 A Pipeline Entry Point Pipeline User wishing to deliver gas at a Pipeline Entry Point acknowledges and shall be subject to the terms of the Pipeline Entry Provisions.</p>
<p>3.11.5 Subject to the provisions of the Code and the Network Entry Provisions, the DNO will accept at an LDZ System Entry Point at any time gas entered for delivery by an LDZ System Entry Point User at a rate (in kWh/Day) not exceeding the maximum permitted flow in accordance with the Network Entry Provisions.</p> <p>[Equivalent to I 3.7.1]</p>	<p>3.11.5 Subject to the provisions of the Code and the Pipeline Entry Provisions, the Pipeline Operator will accept at a Pipeline Entry Point at any time gas entered for delivery by a Pipeline Entry Point Pipeline User at a rate (in kWh/Day) not exceeding the maximum permitted flow in accordance with the Pipeline Entry Provisions.</p>
<p>3.11.6 Subject to the provisions of the Code and the Network Entry Provisions, if in respect of any Day the DNO fails to comply with its obligation under paragraph 3.11.5 the DNO will pay the LDZ System Entry Point User an amount which is equal to an amount determined as:</p> <p><math>A * B * C</math></p> <p>where for each such Day:</p> <p>A is the shortfall between:</p> <p>(i) the Input Nomination of the LDZ System Entry Point User at the LDZ System Entry Point; and</p> <p>(ii) the LDZ System Entry Point User's proportion of the Entry Point Daily Quantity Delivered at the LDZ System Entry Point as determined in accordance with E2;</p> <p>B is the relevant daily transportation charge payable by the LDZ System Entry Point User;</p> <p>C is five (5).</p> <p>[Possible UNC error – does LDZ entry require Nominations?]</p>	<p>3.11.6 Subject to the provisions of the Code and the Pipeline Entry Provisions, if in respect of any Day the Pipeline Operator fails to comply with its obligation under paragraph 3.11.5 the Pipeline Operator will pay the Pipeline Entry Point Pipeline User an amount which is equal to an amount determined as:</p> <p><math>A * B * C</math></p> <p>where for each such Day:</p> <p>A is the shortfall between:</p> <p>(i) the Input Nomination of the Pipeline Entry Point Pipeline User at the Pipeline Entry Point; and</p> <p>(ii) the Pipeline Entry Point Pipeline User's proportion of the Entry Point Daily Quantity Delivered at the Pipeline Entry Point as determined in accordance with E2;</p> <p>B is the relevant daily transportation charge payable by the Pipeline Entry Point Pipeline User;</p> <p>C is five (5).</p>
<p>3.11.7 For the purposes of paragraph 3.11.6 only, where in respect of any Day the sum of the Input Nominations of all the LDZ System Entry Point Users exceeds the maximum permitted flow (in kWh/Day) at the LDZ System Entry Point, as determined in accordance with the Network Entry Provisions, each LDZ System Entry Point User's Input Nomination shall be determined as:</p> <p><math>D/E * F</math></p> <p>where for each such Day:</p> <p>D is Input Nomination of the LDZ System Entry Point User;</p> <p>E is the sum of the Input Nominations of all the LDZ System Entry Point Users;</p> <p>F is the maximum permitted flow (in kWh/Day) at the LDZ System Entry Point, as determined in accordance with the Network Entry Provisions.</p> <p>[Possible UNC error – does LDZ entry require Nominations?]</p>	<p>3.11.7 For the purposes of paragraph 3.11.6 only, where in respect of any Day the sum of the Input Nominations of all the Pipeline Entry Point Pipeline Users exceeds the maximum permitted flow (in kWh/Day) at the Pipeline Entry Point, as determined in accordance with the Pipeline Entry Provisions, each Pipeline Entry Point Pipeline User's Input Nomination shall be determined as:</p> <p><math>D/E * F</math></p> <p>where for each such Day:</p> <p>D is Input Nomination of the Pipeline Entry Point Pipeline User;</p> <p>E is the sum of the Input Nominations of all the Pipeline Entry Point Pipeline Users;</p> <p>F is the maximum permitted flow (in kWh/Day) at the Pipeline Entry Point, as determined in accordance with the Pipeline Entry Provisions.</p>
<p>3.11.8 Any dispute as to the amount in "A" in paragraph 3.11.6 shall be referred to Expert Determination.</p>	<p>3.11.8 Any dispute as to the amount in "A" in paragraph 3.11.6 shall be referred to Expert Determination.</p>
<p>3.11.9 For the avoidance of doubt, the DNO will not be in breach of its obligations under paragraph 3.11.5 in circumstances which render it unable to accept delivery of gas at an LDZ System Entry Point, including compliance with the Network Entry Provisions or the taking steps for the curtailment of gas flow rates where a Transportation Constraint is imminent or has arisen.</p> <p>[See I 1.4.5]</p>	<p>3.11.9 For the avoidance of doubt, the Pipeline Operator will not be in breach of its obligations under paragraph 3.11.5 in circumstances which render it unable to accept delivery of gas at a Pipeline Entry Point, including compliance with the Pipeline Entry Provisions or the taking steps for the curtailment of gas flow rates where a Transportation Constraint is imminent or has arisen.</p>

**Appendix – UNC Mod 0842 proposed legal text – November 2023**

The following is included for ease of reference:

<b>3.12 IGT LDZ System Entry Points</b>
3.12.1 For the purposes of this paragraph 3.12 an LDZ System Entry Point is an "IGT LDZ System Entry Point" where the Connected Delivery Facility is a pipeline system operated by an Independent Gas Transporter ("IGT system"), and where so provided in an agreement referred to in paragraph 3.12.5, an IGT LDZ System Entry Point may be treated as comprising separate System Entry Points for such purposes as are specified in such agreement.
3.12.2 Where the condition in paragraph 3.12.3 is met, and for as long as long as the requirements specified in paragraph 3.12.5 are satisfied, a DNO will permit the flow of gas at an IGT LDZ System Entry Point:  (a) in accordance with an LDZ System Network Entry Agreement; and  (b) in respect of which paragraphs 2.1, 2.2, 2.3.1(c) 2.4, 2.5, 3.11.3(b), 3.11.4, 3.11.6 and 3.11.9 shall not apply.
3.12.3 The condition is that gas delivered at an IGT LDZ System Entry Point on a Day comprises gas:  (a) delivered at an entry point to the IGT system ("IGT entry point");  (b) offtaken from the relevant LDZ .
3.12.4 For each IGT entry point there is (pursuant to paragraph 3.12.1) a corresponding System Entry Point.
3.12.5 The requirements referred to in paragraph 3.12.2 are that in respect of an IGT entry point:  (a) there is in force an agreement between the DNO, the Delivery Facility Operator and the operator of the facility connected to the IGT system;  (b) such agreement contains provisions:  (i) equivalent to Network Entry Provisions (including provisions which identify and specify each of the matters referred to in paragraph 2.3.1) and (if not incorporated into such provisions) Local Operating Procedures (as if gas was being delivered to the Total System);  (ii) which require the Delivery Facility Operator to notify the DNO in respect of each Day gas is delivered at an IGT entry point of the quantities and calorific value of gas delivered on such Day;  (c) pursuant to such agreement:  (i) the Delivery Facility Operator and the operator of the facility connected to the relevant IGT system agree the Network Entry Provisions and Local Operating Procedures shall apply in respect of the delivery of gas at the IGT entry point;  (ii) the Delivery Facility Operator and the operator of the facility connected to the IGT system will not permit any person to deliver gas at the IGT entry point unless such person is a Shipper User.
3.12.6 In respect of any Day gas is delivered at a IGT entry point:  (a) each Shipper User delivering gas at the IGT entry point shall treated as delivering gas to the Total System at the corresponding System Entry Point on such Day;  (b) each Shipper User's UDQI at the corresponding System Entry Point shall be equal to the quantity of gas treated as delivered by the Shipper User at the IGT entry point on such Day.
3.12.7 For the purposes of paragraph 3.12.6:  (a) the gas is treated as taken out of the IGT system by users of such system and put into the DNO System by Shipper Users;  (b) title and risk shall pass (as gas is taken out of the relevant IGT system) from the Independent Transporter to the relevant user, and simultaneously (as gas is delivered to the DNO System) from such user acting as a Shipper User to the DNO Operator.