

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

1 Transportation Charges

1.1 For the purposes of the Code:

- (a) "**Transportation Charges**" are charges payable by a Pipeline User in respect of a transportation arrangement under the Code, and (subject to Clause 1.3) are those charges identifiable as such in the Transportation Statement; and
- (b) the "**Transportation Statement**" is the prevailing statement furnished by the Pipeline Operator to the Authority pursuant to the terms of the Pipeline Operator's Licence.

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

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

- (a) the prevailing Transportation Statement provides for any charge which is not provided for in the Code; and
- (b) the amount payable by way of such charge in any case is capable of being determined by reference to the provisions of the Code prevailing at the time

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

- (a) reference to the methodologies referred to in; or
- (b) as otherwise determined by

the Pipeline Operator's Licence.

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

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

2 Rates and amount of Transportation Charges

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

- 2.2 The Pipeline Operator agrees that except where any other provision of the Pipeline Operator's Licence requires notice of a shorter period to be given each notice given by it to the Authority pursuant to paragraph 2(b) of Standard Condition 4 of the Pipeline Operator's Licence will be given, and published in accordance with paragraph 2(a) of Standard Condition 4 thereof, not less than 60 Days before the date on which its proposals therein referred to are (pursuant to a revised Transportation Statement) to be implemented, except where any other provision of the Pipeline Operator's Licence requires notice of a shorter period to be given.
- 2.3 In accordance with paragraph 4 of Standard Condition 4 of the Pipeline Operator's Licence, the amount or rate of any Transportation Charge may with the approval of the Authority differ from what is provided for in the Transportation Statement.
- 2.4 In respect of any Transportation Charge in respect of a point on the Pipeline:
- (a) in the case of a Transportation Charge in respect of an amount of Capacity, the "**Applicable Daily Rate**" is the daily rate of such charge, in pence per kWh/Day of Capacity; and the "**Applicable Annual Rate**" is 365 times the Applicable Daily Rate;
 - (b) in the case of a Transportation Charge which is determined by reference to a quantity of gas flow or gas offtaken, the "**Applicable Commodity Rate**" is the rate of such charge, in pence per kWh of gas flow;
- in each case in accordance with Clause 2.1 to 2.3, and (where any such rate varies according to the time of year) as applicable from time to time.
- 2.5 Subject to Clause 2.3, where the prevailing Transportation Statement does not provide for the determination of any particular Transportation Charge in any particular case, the rate of such Transportation Charge shall be deemed to be zero.

3 Invoicing

- 3.1 The amounts payable by Pipeline Users to the Pipeline Operator and by the Pipeline Operator to Pipeline Users in accordance with the Code will be invoiced and payable in accordance with this Part G.
- 3.2 The Pipeline Operator will submit to each Pipeline User Invoice Documents in respect of each Billing Period in accordance with this Part G. For IGT Transportation Charges Invoices the Pipeline Operators will use the IGT Transportation Invoice Charges Template.
- 3.3 For the purposes of this Part G:
- (a) subject to Clause 3.4, a "**Billing Period**" is a calendar month;
 - (b) a "**Billing Day**" is a Day in a Billing Period;
 - (c) an "**Invoice Document**" is an invoice or an invoice supporting document or data submitted by the Pipeline Operator to a Pipeline User pursuant to this Part G;
 - (d) an "**Invoice Item**" is an item (in respect of all charges of a particular kind) shown as payable by the Pipeline Operator or by a Pipeline User in an Invoice Document;
 - (e) the "**Invoice Amount**" in relation to an Invoice Item is the amount shown as payable by the Pipeline User or the Pipeline Operator in respect of that item under the relevant Invoice Document.

- (f) an “**IGT Transportation Charges Invoice**” is an invoice submitted by the Pipeline Operator to a Pipeline User pursuant to this Part G for “IGT Transportation Charges”.
- (g) the “**IGT Transportation Invoice Charges Template**” is the IGT UNC Ancillary Document ‘RPC Invoice Template’.
- (h) the “**RPC Supporting Data**” is invoice supporting data and is an **Invoice Document**
- (i) “**System Failure**” is an event or circumstance affecting:
 - (i) the Computer System of a Pipeline Operator that affects the ability of that Pipeline Operator to generate information for communication or to give or receive communications associated with that information; or
 - (ii) the ability of the CDSP to generate and communicate accurate information in whole or in part to **and from** the Pipeline Operator in the form and by the method set out in the Data Services Contract between the Pipeline Operator and the CDSP (unless the Pipeline Operator and the CDSP have agreed otherwise)

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

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

4 Invoice Document

- 4.1 Each Invoice Document will specify:
 - (a) the identity of the Pipeline User;
 - (b) the Billing Period to which the Invoice Document (other than as respects any Invoice Credit) relates;
 - (c) in respect of each Invoice Item, the Invoice Amount;
 - (d) a unique number by which the Invoice Document may be identified, and a reference number for each Invoice Item;
 - (e) the amount of Value Added Tax (if any) payable in respect of each Invoice Item and any further details required pursuant to the Value Added Tax Regulations 1995;
 - (f) the current date; and
 - (g) the Invoice Due Date.
- 4.2 Adjustments by way of credit (“**Invoice Credit**”) in respect of an Invoice Amount will unless the Pipeline Operator’s Network Code provides otherwise be contained in separate Invoice Documents.
- 4.3 An Invoice Document which contains an Invoice Credit will also identify the Invoice Document and Invoice Item to which the Invoice Credit relates and the amount of Invoice Credit.
- 4.4 An Invoice Document shall take effect as a separate invoice in respect of each Invoice Item, but without prejudice to Clause 16.

- 4.5 Unless the Pipeline Operator's Network Code provides otherwise, (in which case the Invoice Remittance Advice will be provided and completed by the Pipeline User, each Invoice Document will be accompanied by a remittance advice ("**Invoice Remittance Advice**") to be completed by the Pipeline User.
- 4.6 The Pipeline Operator will submit RPC Supporting Data to the Pipeline User by System Communication in the form and the manner described in Clause 4.11 and where the Pipeline Operator's Network Code so provides, the other Invoice Documents to Pipeline Users by System Communication in the form and the manner described in the Manual. Subject to Clause 4.7 Invoice Documents will be accompanied by the supporting data specified in respect of each item in the Manual (the supporting data in respect of any such System Communication comprising all data contained therein other than that described in Clause 4.1). Pipeline Users are required to ensure that Invoice Documents submitted by Pipeline Operators in the manner specified can be received.
- 4.7 An Invoice Document submitted pursuant to Clause 4.6 will not be invalid solely by reason of its not being accompanied by any particular item of supporting data but (in accordance with Clause 17(c)(i)), the specificity of any Invoice Query will depend on the extent to which such data was provided.
- 4.8 Where Clause 4.6 does not apply, Invoice Documents will be submitted in the manner and format determined by the Pipeline Operator.
- 4.9 Subject to PART CI paragraph 7.1 and PART CV paragraphs 2.3 and 2.9 and PART G paragraphs 9.1 and 9.2, where an invoice is issued to a Pipeline User that relates to use of a Pipeline for the period commencing on or after the Project Nexus Implementation Date the IGT UNC Operator must ensure that any Transportation Charges for a Supply Meter Point are only included in the invoice where the Supply Meter Point is recorded in the name of that elected Pipeline User by the Pipeline Operator Agency for the entire period to which the Transportation Charges relate.
- 4.10 Subject to PART CI paragraph 7.1 and PART CV paragraphs 2.3 and 2.9 and PART G paragraphs 9.1 and 9.2, where a Supply Meter Point is recorded in the name of an elected Pipeline User by the Pipeline Operator Agency for the entire period to which the Transportation Charges relate then that Pipeline User is liable to pay such Transportation Charges.
- 4.11 Where the Pipeline Operator is required to send RPC Supporting Data to the Pipeline User as required in this Part G the Pipeline Operators will submit the RPC Supporting Data via the secure communication mechanism provided in UK Link according to the UK Link Manual.

5 Invoice Timing

- 5.1 The Pipeline Operator shall render to the Pipeline User by no later than 5pm on the 5th Business Day after each Billing Period an Invoice Document in respect of that Billing Period.
- 5.2 No delay by the Pipeline Operator in submitting an Invoice Document shall prejudice the liability (once such an Invoice Document has been submitted) of the Pipeline Operator or the Pipeline User for the amounts shown subject thereto.

6 Value Added Tax

All amounts expressed as payable by a Pipeline User or the Pipeline Operator pursuant to the Code, and whether the amount thereof is set out in the Code or determined by reference to the Transportation Statement or Metering Charges Statement or otherwise, are exclusive (unless expressly otherwise stated) of any applicable Value

Added Tax (and accordingly Value Added Tax shall be paid by the paying party where payable in respect of any such amount).

7 Termination and Insolvency

- 7.1 The Pipeline Operator may at any time (whether before or after the User Discontinuance Date) after submitting to a Pipeline User a Termination Notice under Part K submit to that Pipeline User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Pipeline Operator submits such Invoice Document.
- 7.2 Where the Pipeline Operator has submitted a Termination Notice to a Pipeline User, all amounts payable by that Pipeline User to the Pipeline Operator or by the Pipeline Operator to the Pipeline User (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the Termination Notice) shall be immediately payable notwithstanding Clause 10.
- 7.3 Notwithstanding Clause 5, the Pipeline Operator may, at any time on or following the occurrence of any of the events set out in Part K7.1(c) in relation to any Pipeline User, submit to that Pipeline User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Pipeline Operator submits such Invoice Document.
- 7.4 In relation to a Pipeline User, on the occurrence of any of the events set out in Part K7.1(c), all amounts payable to the Pipeline Operator (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the occurrence of any of the events set out in Part K7.1(c)) shall be immediately payable notwithstanding Clause 10.

8 Invoice adjustment

- 8.1 Subject to Clause 8.3 where it appears to the Pipeline Operator that any Invoice Amount has been incorrectly stated in an Invoice Document, the Invoice Amount will be adjusted.
- 8.2 An adjustment (by way of debit) representing an increase in an Invoice Amount shall be a new Invoice Amount in respect of which the Invoice Due Date will be the Invoice Due Date of the relevant Invoice Document.
- 8.3 In the absence of fraud, after the expiry of 18 months (or any other period agreed between the Pipeline Operator and the Pipeline User) after the Invoice Due Date (in accordance with Clause 10.1) in respect of any Invoice Document:
- (a) no adjustment may be made to an Invoice Amount under that Invoice Document, other than:
 - (i) an adjustment of which the Pipeline Operator has given notice to the Pipeline User; or
 - (ii) an adjustment pursuant to an Invoice Query raised by a Pipeline User (in accordance with Clause 16)before the expiry of such period;
 - (b) no Invoice Query may be raised in respect of the Invoice Document; and
 - (c) the Invoice Document shall (subject to any adjustments already made and any permitted under paragraph (a)) be deemed to be final and conclusive as to the amounts shown as payable thereunder.

9 Contingencies

9.1 Estimated invoicing

- 9.1.1 Subject to paragraph 9.1.4, in the event that, as a result of a **System Failure under 21.2(c)(i)**, the Pipeline Operator is unable to produce or submit any Invoice Documents within 7 Days after the expected date (in accordance with paragraph 5) of submissions thereof;
- (a) The Pipeline Operator may prepare and submit an Invoice Document containing estimated Invoice Amount(s);
 - (b) Such an Invoice Document will be a valid Invoice Document; and
 - (c) Supporting data will be provided with the Invoice Document together with an explanation of the basis of estimation.
- 9.1.2 Where the Pipeline User believes that the Pipeline Operator's estimate or basis of estimation is materially inaccurate, the Pipeline User shall as soon as reasonably practicable after receiving the Invoice Document (and in any event before the Invoice Due Date) contact the Pipeline Operator and discuss the estimate or basis of estimation with a view to agreeing upon a more accurate estimate of the amount which is payable, which amount (if so agreed) shall be the amount payable by the Pipeline User in respect of the Invoice Document issued in accordance with paragraph 9.1, but without prejudice to paragraph 8.1 or 18.
- 9.1.3 Where (following discussion under paragraph 9.1.2) the Pipeline User raises an Invoice Query under paragraph 17.1:
- (a) paragraph 17.1 (c)(i) shall apply on the basis of the detail provided of the basis of estimation; and
 - (b) for the purposes of paragraph 17.1 (c)(ii), the Pipeline User shall specify the amount by which the Pipeline User reasonably believes the Pipeline Operator's estimate to be under- or over-stated.
- 9.1.4 Except with the agreement of a Pipeline User, the Pipeline Operator may not on the occurrence of any **System Failure described by paragraph 21.2(c)(i)** submit Invoice Documents containing estimated Invoice Amounts under this paragraph 9.1 in respect of consecutive Billing Periods.
- 9.1.5 For the avoidance of doubt paragraph 9.1.4 shall not apply in respect of an event described by paragraph 21.2(c)(ii).

9.2 Contingency Invoicing

- 9.2.1 In the event of any **System Failure under paragraph 21.2(c)(ii)**, that has occurred at any time during the current, or a previous Billing Period, but that has not yet been rectified before Actual Invoicing takes place, the Pipeline Operator will invoke Contingency Invoicing provisions, as set out in this section 9.2.
- 9.2.2 "**Actual Invoicing**" is the process of generating and submitting Invoice Documents to Pipeline Users using data updates provided by the CDSP to the Pipeline Operator. For the avoidance of doubt, Actual Invoicing is the business as usual process for creating and submitting Invoice Documents as set out in paragraphs 3 and 4 of this Part G.
- 9.2.3 "**Contingency Invoicing**" is the process of generating and submitting Invoice Documents where Actual Invoicing cannot be undertaken due to any occurrence of **System Failure under paragraph 21.2(c)(ii)** that has not been rectified within a single billing period, and therefore inhibits the ability of the Pipeline Operator to produce Invoice Documents using actual data updates. Any Invoice Documents produced under the Contingency Invoice process will be known as "Contingency Invoices", or

“Contingency Invoice Documents” and take the same meaning as within this definition.

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

- (a) The amount payable on the Contingency Invoice will be the same as the amount paid on the last actual Invoice Document issued by the Pipeline Operator and subsequently paid by the Pipeline User, before System Failure, plus any New Supply Points with a Supply Point Registration Date that falls within the period covered by the Contingency Invoice, if included.
- (b) Where the Pipeline Operator identifies that Actual Invoicing is not possible, and in any case prior to the Contingency Invoice being presented to the Pipeline User, the Pipeline Operator will issue an email notification to the Pipeline User advising them accordingly. The email notification will include:
 - i. The reason for invoking Contingency Invoicing processes,
 - ii. Confirmation that the System Failure is in line with paragraph 21.2(c)(ii),
 - iii. That the appropriate System Failure has been escalated to the CDSP, and has been confirmed as a P1, P2, or P3 incident in accordance with the UK Link Manual, along with date of escalation and date of confirmation that the System Failure was confirmed to be a P1, P2, or P3 incident by the CDSP,
 - iv. The CDSP issued incident number,
 - v. The expected date of System Failure fix, if known,
 - vi. The Billing Period and Invoice Document number that the Contingency Invoice Document refers to; and,
 - vii. Confirmation that New Supply Points will or will not be included in the Contingency Invoice.
- (c) Where the System Failure is so recent that the CDSP has not yet categorised the incident as meeting P1, P2, or P3 criteria, the Pipeline Operator will state that they will provide the information set out in paragraph 9.2.4(b)(iv) and 9.2.4(b)(v) to the Pipeline User as soon as it has been provided by the CDSP.
- (d) Unless otherwise requested by the Pipeline User, the Pipeline Operator will issue the notification to the iGT UNC Contract Manager.
- (e) The B14 and B15 Charge Types contained within the RPC Invoice Template will only be used for the purposes of Contingency Invoicing where **System Failure has occurred in accordance with paragraph 21.2(c)(ii)**.
- (f) Any Invoice Queries raised to the Pipeline Operator by the Pipeline User must clearly reference the Contingency Invoice number that the query is related to.
- (g) Where the system of the Pipeline Operator allows, New Supply Points will be highlighted as a separate line on the Contingency Invoice.
- (h) After periods of System Failure where Contingency Invoicing provisions have been invoked, the Pipeline Operator will issue, ahead of reverting to Actual Invoicing, a closure email notification that will contain:
 - i. The CDSP issued incident number,

- ii. Confirmation that the incident has been closed,
 - iii. The date of the CDSP incident closure,
 - iv. The Contingency Invoice number(s) and Billing Period(s) that the Contingency Invoices relate to; and,
 - v. Confirmation that Contingency Invoicing has ceased, and that Actual Invoicing will resume with Contingency Invoice adjustments as necessary.
- (i) In reconciliation of the Contingency Invoice, any retrospective charges and/or credits not previously accounted for within the B14 Charge Type will be levied by way of an adjustment using the B15 Charge Type. All Contingency Invoice adjustments will be completed by the Pipeline Operator within 6 months of the resolution of the **System Failure under paragraph 21.2(c)(ii)** and of the resuming provision of accurate data to the Pipeline Operator by the CDSP.
 - (j) During Contingency Invoicing, or at any time during Contingency Invoicing reconciliation, interest will not be applied on balances owed to either the Pipeline Operator or the Pipeline User.
 - (k) The Contingency Invoicing process should continue for no longer than 6 consecutive full Billing Periods. The Pipeline Operator and other relevant industry parties will work with the CDSP and, where appropriate the Pipeline User, to ensure that each instance of **System Failure under paragraph 21.2(c)(ii)** is fully rectified no later than the 6 month period following the incident being created. For the avoidance of doubt, where an instance of System Failure under paragraph 21.2(c)(ii) has concluded and the subsequent Billing Period is maintained via Actual Invoicing, and is then followed by a further new instance of **System Failure under paragraph 21.2(c)(ii)**, the principles in this Part G 9.2 shall be followed as if it was an initial failure.
- 9.3 Paragraphs G4.9 and G4.10 shall not apply where there has been an instance of System Failure that results in either an Invoice Document containing estimated Invoice Amounts as set out under 9.1 or a Contingency Invoice Document as set out under 9.2 being issued.
- 9.4 Where a System Failure prevents the Pipeline Operator from providing the RPC Supporting Data via the secure communication mechanism provided in UK Link by the deadline specified in Clause 5.1 the Pipeline Operator
- (a) will inform the relevant Pipeline Users' contact of the circumstances of the System Failure.
 - (b) may submit the RPC Supporting Data in the format required in the UK Link Manual by System Communication in the form and the manner described in the Manual, where provided by the Pipeline Operator's Network Code.

10 Invoice Due Date

- 10.1 Subject to Clauses 7.3, 7.4 and 17.2, the Invoice Amounts under each Invoice Document shall be paid (by the Pipeline User to the Pipeline Operator or by the Pipeline Operator to the Pipeline User, as the case may be) on or before the Invoice Due Date.
- 10.2 The "**Invoice Due Date**" in respect of an Invoice Document is the date ending at 24:00 hours on:
- (a) subject to paragraph (b), whichever is the later of:

- (i) the 12th Day after the Day on which the Invoice Document was deemed to be received in accordance with the provisions of the Code; and
 - (ii) the 20th Day after the last Day of the Billing Period to which the Invoice Document relates;
- (b) where the Day (the "**target due date**") determined under paragraph (a) is not a Business Day:
- (i) subject to paragraph (ii), the Business Day (whether before or after the target due date) which is nearest to the target due date; or
 - (ii) if the nearest Business Days before and after the target date are equally near, the nearest Business Day after the target due date.

11 Payment Details

- 11.1 Payment of any amount payable under the Code shall be made in pounds sterling in same day funds to the account of the payee at the bank in the United Kingdom notified to the paying party in accordance with Clause 11.2.
- 11.2 The Pipeline Operator will notify each Pipeline User, and each Pipeline User shall notify the Pipeline Operator, of the account name and number, and the name, address and sort code of the account bank, to which payments to the Pipeline Operator by such Pipeline User or (as the case may be) to such Pipeline User by the Pipeline Operator are to be made, within 5 Business Days after the User Accession Date, and of any change in such details not less than 30 Days before such change occurs.
- 11.3 The payer shall instruct the bank remitting payment of any amount payable under the Code to quote the number (under Clause 4.1(d)) of the relevant Invoice Document to the payee's bank when remitting such payment.
- 11.4 Where a Pipeline User is an Affiliate of the Pipeline Operator, the Pipeline Operator may permit payment by internal accounting transfer or other mechanism.

12 Deductions, withholdings, taxes etc

- 12.1 Without prejudice to Clause 17.2, amounts payable under the Code shall be paid:
- (a) free and clear of any restriction, reservation or condition; and
 - (b) except to the extent (if any) required by law, without deduction or withholding in respect of tax or on account of any amount due or to become due to the paying party, whether by way of set off, counterclaim or otherwise.
- 12.2 If, in respect of payment to be made to the Pipeline Operator by a Pipeline User, any deduction or withholding is required to be made by the law of any country other than a country of the United Kingdom, the Pipeline User shall:
- (a) ensure that the amount of such withholding or deduction does not exceed the minimum so required;
 - (b) forthwith pay the Pipeline Operator such additional amounts as will ensure that the net amount received by the Pipeline Operator will be equal to that which would have been received had no deduction or withholding been made; and
 - (c) pay the amount withheld or deducted to the relevant authority in accordance with the relevant requirement of law, and provide to the payee a receipt issued by such authority or (if such receipt is not available) a certificate in respect of such payment.

13 Remittance Advice

- 13.1 Where payment of any amount is made pursuant to an Invoice Document, the Pipeline User shall complete and submit to the payee the Invoice Remittance Advice not later than the Day on which payment is made (but no inability of the Pipeline User to do so shall affect its obligation to make payment).
- 13.2 The completed Invoice Remittance Advice shall specify:
- (a) the date when payment is to be made;
 - (b) the amounts, by reference to each Invoice Item (payable to the Pipeline Operator) specified in the Invoice Document, in respect of which the payment is to be made, and the total amount to be paid;
 - (c) any amount or amounts, by reference to each Invoice Item, in respect of which payment is not being made pursuant to Clause 17.2.
- 13.3 Where the Pipeline Operator makes payment of any amount pursuant to an Invoice Document, the Pipeline Operator will not later than the date on which payment is made notify the Pipeline User of details equivalent to those to be specified in an Invoice Remittance Advice pursuant to Clause 13.2 (but no inability of the Pipeline Operator to do so shall affect its obligation to make payment).
- 13.4 Where the Pipeline Operator or a Pipeline User makes a payment under more than one Invoice Document on the same Day, it shall secure that a separate remittance is made in respect of each Invoice Document.
- 13.5 Where the Invoice Document number is not quoted (in accordance with Clause 13.4) with any remittance made by or on behalf of a Pipeline User, and no Invoice Remittance Advice corresponding to the remittance is submitted, the Pipeline Operator will endeavour to obtain the Pipeline User's instructions (by telephone or facsimile) as to the application thereof; but if it has not (by the Business Day following the Day of the remittance) obtained such instructions, the Pipeline Operator will apply the amount remitted to or towards Invoice Amount(s) in order of Invoice Due Date (the earliest first) and proportionately as between Invoice Amounts with the same Invoice Due Date, but applying such amount last to any Invoice Amounts which are subject to an Invoice Query

14 Late Payment

- 14.1 Without prejudice to Part K7, subject to paragraph G9.2.4(j) where any amount payable under an Invoice is not paid on or before the Invoice Due Date, the paying party shall pay interest, after as well as before judgement at the Applicable Interest Rate, on the unpaid amount from the Invoice Due Date until the Day on which payment is made.
- 14.2 For the avoidance of doubt Clause 14.1 shall not be construed as permitting late payment of any Invoice Amount.
- 14.3 Without prejudice to any other rights of the Pipeline Operator under the Code, including without limitation those under Part K7, where in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by a Pipeline User under the Code (excluding for the avoidance of doubt amounts which are the subject of an Invoice Query which by virtue of Clause 17.2 have not become due for payment) and the relevant Pipeline User has not paid the amount in full by the due date for payment, the Pipeline Operator shall be entitled to:
- (a) reject or refuse to accept an application by the relevant Pipeline User for increased DM Capacity under Part CII;

- (b) give the CDSP a Registration Block Notice which shall be effective from the day after the due date for payment until such time as the relevant Pipeline User has paid the amount due for payment in full.

15 Interest

- 15.1 Where pursuant to any provisions of this Part G interest is payable by the Pipeline Operator or a Pipeline User, such interest shall accrue on a daily basis and on the basis of a 365 day year.
- 15.2 Interest payable under this Part G will be compounded to the extent and by virtue of being invoiced (not more frequently than each calendar month) in an Invoice Document, late payment of which will itself be subject to interest under this Clause 15.
- 15.3 The "**Applicable Interest Rate**" is the rate of interest, expressed as a percentage rate per annum, payable in respect of amounts overdue for payment, or subject to repayment, under the Code.
- 15.4 The Applicable Interest Rate shall be:
 - (a) except as provided in paragraph (b) the rate of interest set for the relevant period as the statutory interest rate for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998;
 - (b) for the purposes only of Clauses 17 and 18, the base rate for the time being of Barclays Bank Plc plus one (1) percentage point per annum.

16 Invoice Queries

- 16.1 For the purpose of this Part G an "**Invoice Query**" is any question or dispute as to the proper calculation of any amount shown as payable by a Pipeline User or the Pipeline Operator under an Invoice Document or as to whether any such amount is or was properly payable and references to the amount of an Invoice Query are to the amount by which the Pipeline User submitting the Invoice Query considers the Invoice Amount to be incorrect.
- 16.2 A Pipeline User may notify an Invoice Query (subject to Clause 16.3) by telephone or by Conventional Notice.
- 16.3 Where a Pipeline User notifies an Invoice Query by telephone, the Pipeline Operator may (at the time of the telephone communication) require that the Invoice Query be notified by Conventional Notice, in which case the Invoice Query shall be deemed not to have been raised for the purposes of Clause 17.1 until so notified.
- 16.4 The Pipeline Operator and the relevant Pipeline User will endeavour to resolve Invoice Queries by agreement.
- 16.5 Any reference in this Part G:
 - (a) to the resolution of an Invoice Query is a reference to the resolution thereof by agreement (at any time) between the Pipeline Operator and the relevant Pipeline User or by determination thereof (in accordance with paragraph (b));
 - (b) to the determination of an Invoice Query is a reference:
 - (i) to the resolution of a dispute in respect thereof under any provision of Part K where applicable;
 - (ii) except as provided in paragraph (i), to the outcome of any proceedings commenced by the Pipeline Operator or the relevant Pipeline User in respect thereof.

17 Invoice Queries before Payment

- 17.1 Where a Pipeline User wishes to raise any Invoice Query in respect of an amount shown as payable by the Pipeline User under an Invoice Document, the Pipeline User may, not later than the Day before the Invoice Due Date, notify (in accordance with Clause 16.2 and 16.3) such Invoice Query to the Pipeline Operator, specifying:
- (a) the date and number of the Invoice Document;
 - (b) the Invoice Item to which the Invoice Query relates;
 - (c) an explanation of the basis on which the Invoice Query arises, and the amount of the Invoice Amount which is subject to the Invoice Query:
 - (i) identified by reference to the particular item of supporting data in respect of which the Invoice Query arises, on the basis of the level of greatest detail of such supporting data provided to the extent that such data was provided by the Pipeline Operator; and
 - (ii) where the basis of the Invoice Query is that the value of any parameter by reference to which the Invoice Amount is determined is incorrectly stated in such supporting data, the amount (estimated accurately as is reasonably practicable) by which such value is incorrectly stated;
 - (d) the amount of the Invoice Amount which is not subject to the Invoice Query, determined on the basis that only so much of the Invoice Amount as is identified in paragraph (c) is subject to the Invoice Query.
- 17.2 Where a Pipeline User raises an Invoice Query in accordance with the requirements of Clause 17.1 (but not otherwise), the amount subject to the Invoice Query (in accordance with Clause 17.1(c)) shall not be payable on the Invoice Due Date, but without prejudice to Clause 17.4.
- 17.3 Except as provided in Clause 17.2, but without prejudice to Clause 18.1, the whole amount shown as payable by a Pipeline User in any Invoice Document shall be payable on the Invoice Due Date.
- 17.4 Where pursuant to Clause 17.2 any amount is not paid on the Invoice Due Date by a Pipeline User, the amount (if any) which is agreed or determined (following resolution of the Invoice Query) to be payable by the Pipeline User shall be payable upon such resolution, and interest from the Invoice Due Date shall be payable in accordance with Clause 14 (but subject to Clause 17.5) on such amount.
- 17.5 For the purposes of Clause 17.4, where it is agreed or determined that the question or dispute the subject of the Invoice Query pursuant to Clause 17.2 was a bona fide question or dispute, the Applicable Interest Rate shall be the rate under Clause 15.4(b) until the expiry of 2 Business Days after the date of resolution of the Invoice Query.

18 Other Invoice Queries

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

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

19 Invoicing of resolved Queries

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

20 Portfolio Extract

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

20.2 For the purposes of the Code:

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

PART M - DEFINITIONS

The following definitions shall apply:

“the Act” the Gas Act 1986 as amended;

“Actual Invoicing” shall have the meaning in Part G9.2.2;

“Additional Customer Services” shall have the meaning in Part N 2.1.1(b)(iii);

“Adjustment Period” shall have the meaning ascribed thereto in the UNC;

“Adjustment Review Date” shall have the meaning ascribed thereto in the UNC;

“Advanced Meter” shall have the same construction as that set out in Standard Condition 12.22 of the Gas Suppliers Licence published by the Authority;

“Advance Payment” means a deposit of funds by or on behalf of the Pipeline User as early payment relating to any invoice issued but not yet due into a bank account specified by the Pipeline Operator, in the name of the Pipeline Operator.

“Affected Person” shall have the meaning in Part L 2.1;

“Affiliate” in relation to a body corporate is another body corporate which holds not less than the specified percentage (or where no percentage is specified, the majority) of the voting rights of the first body corporate, or subsidiary of the first body corporate or that other body corporate and for these purposes “voting rights”, “holding” voting rights and “subsidiary” are to be construed in accordance with Section 736A of the Companies Act 1985;

“Agenda” shall have the meaning in Part L 2.1;

“Agency Charging Statement” shall have the meaning ascribed thereto in the UNC;

“Agency Functions” shall have the meaning in Part N 2.2.1(a);

“Agency Services” shall have the meaning in Part N 1.3.6(b);

“Agreed Opening Meter Reading” shall have the meaning ascribed thereto in the UNC;

“Aggregate EUC CSAQ” is the amount of the aggregate of the Annual Quantities of the Relevant EUC Supply Meter Points multiplied by the applicable Pipeline Shrinkage Factor;

“Aggregate CSEP Capacity” shall have the meaning in Part B4.4;

“Aggregate Pipeline Capacity” shall have the meaning in Part CV4.3;

“Alternate” shall have the meaning in Part L 2.1;

“Alternative Modification Proposal” shall have the meaning in Part L 2.1;

“Ancillary Agreement” an agreement between the Pipeline Operator and one or more Pipeline Users setting out any terms of a transportation arrangement (as defined in Standard Condition 1 of the Pipeline Operator’s Licence in relation to the Pipeline:

entered into pursuant to any provision of the Code which contemplates that such an agreement may be entered into; or

which expressly provides that it is to be a Network Code Ancillary Agreement.

For the avoidance of doubt the LDZ CSEP Ancillary Agreement is not an Ancillary Agreement for the purposes of the Code;

“Annual Quantity” or **“AQ”** shall have the meaning ascribed to it in the UNC;

“Annual Transportation Charges” means the aggregate of Transportation Charges (as defined in Part G) payable by all Pipeline Users to the Pipeline Operator for the preceding 12-month period from the date such calculation is made.

“Applicable Daily Rate” shall have the meaning in Part G2.4(a);

“Applicable Annual Rate” shall have the meaning in Part G2.4(a);

“Applicable Commodity Rate” shall have the meaning in Part G2.4(b);

“Applicable Interest Rate” shall have the meaning in Part G15.3;

“applicant Party” shall have the meaning in Part O 2.1.2(a);

“Applicant User” shall have the meaning in Part K1.1;

“Approved Credit Referencing Agency” means Moody’s Investors Service or Standard and Poor’s Ratings Group or such replacement agency as may be notified by the Authority from time to time for the purposes of Part G, Clause 21.

“Association Data Cut-Off Date” shall have the meaning ascribed thereto in the UNC

“Authority” the Gas and Electricity Markets Authority established under Section 1 of the Utilities Act 2000 or any successor thereof;

“backstop date” shall have the meaning in Part O 2.1.2(e);

“Base Registration Nomination” shall have the meaning ascribed thereto in the UNC;

“Billing Day” shall have the meaning in Part G3.3(b);

“Billing Period” shall have the meaning in Part G3.3(a);

“Bottom Stop” shall have the meaning ascribed thereto in the UNC;

“Business Day” means (except for the purposes of Parts C, D and E) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;

“C&D Information”: shall have the meaning ascribed thereto in the UNC;

“C&D Notification”: shall have the meaning ascribed thereto in the UNC;

“Calculated Gas Card Reading” shall have the meaning in Part E1.2;

“Capacity” shall have the meaning in Part B2.1;

“Capacity Ratchet Amount” shall have the meaning in Part CII5.5;

“Capacity Reduction Period” shall have the meaning ascribed thereto in the UNC;

“Capacity Revision Application” shall have the meaning ascribed thereto in the UNC;

“Capacity Variable Component” shall have the meaning (if any) in the Pipeline Operator’s Network Code;

“Cash Deposit” means a deposit of funds by or on behalf of the Pipeline User into a bank account in the name of the Pipeline Operator.

“CDSP Services” shall have the meaning in Part N 1.3.1;

“Central Data Services Provider” or **“CDSP”** shall have the meaning in N1.2.1(a);

“CSEP NExA Table Review Work Group” shall have the meaning as set out in Section 2 of the IGT UNC Ancillary Document entitled the **IGT CSEP NExA Table Review Procedures**;

“Chairperson’s Guidelines” shall have the meaning in Part L 2.1;

“Change Administrator” shall have the meaning in Part L 2.1;

“Change of Shipper Request” shall have the meaning ascribed in the REC;

“Class 1 Requirement” shall have the meaning ascribed thereto in the UNC;

“Class 1 Read Provider” shall have the meaning in Part CI 3.2(c);

“Class 1 Meter Read Requirements” shall have the meaning ascribed thereto in the UNC;

“Close out Date” shall have the meaning in Part L 2.1;

“Code” shall have the meaning in Part A2.3;

“Code Administrator” shall have the meaning in Part L 2.1;

“Code Communication”: any communication to be given by the Pipeline Operator or any Pipeline User under the Code including where so provided by and in accordance with the Pipeline Operator's Network Code, any System Communication;

"Code Credit Limit" shall have the meaning in Part G21.2;

"Code Credit Rules" shall have the meaning in Part G21.2;

“Code Services” shall have the meaning in Part N 1.3.5;

“conditional” shall have the meaning in Part O 2.1.2(f);

“Collateral” means the implements (excluding parent Pipeline Operator guarantees) through which the Pipeline User can provide Cover, as set out in Part G, Clause 21.1.1 and as may be amended or added to from time to time by the Pipeline Operator with the Authority's approval;

“Competent Authority” the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Communities which has jurisdiction over the Pipeline Operator or a Pipeline User or the subject matter of the Code;

“Completion Date” shall have the meaning in Part CV1.2(c);

"Computer System" the computer systems (if any) described in the Manual as from time to time modified in accordance with the Pipeline Operator's Network Code, operated by the Pipeline Operator to support implementation of certain provisions of the Code and the giving of certain communications;

“Connected Offtake System” shall have the meaning ascribed thereto in the UNC;

“Connected System Exit Point” shall have the meaning ascribed thereto in the UNC;

"Connection Point": the CSEP or the US Connection Point;

"Connections Work" shall have the meaning in Part CV 1.2(e);

“Consultation” shall have the meaning in Part L 2.1;

“Consumer” is a reference to:

A consumer (as defined in the Gas Code) who is supplied with gas conveyed to particular premises by means of the Pipeline;

In the context of a particular Supply Point or Supply Meter Point, the consumer who is supplied with gas offtaken from the Pipeline at the relevant point; or

In the context of Pipeline User, the consumer in respect of a Supply Point of which the Pipeline User is Registered User;

“Consumer's Plant” in respect of any Supply Meter, the plant and/or equipment in which gas offtaken from the Pipeline at that point is to be used (including any plant or equipment in which gas is compressed or otherwise treated before being consumed);

“Consumer's Representative” shall have the meaning in Part L2.1;

"Consumption Adjustment" shall have the meaning ascribed thereto in the UNC;

“Contingency Invoices” shall have the meaning in Part G9.2.3;

“Contingency Invoicing” shall have the meaning in Part G9.2.3;

“Contingency Invoice Documents” shall have the meaning in Part G9.2.3;

“Contract Management Committee” shall have the meaning ascribed thereto in the UNC;

“Conventional Notice” a notice or communication which is or may be given by any of the means in Part K34.2;

“Core Customer” shall have the meaning in Part N 1.2.1(d);

“Core Services” shall have the meaning in Part N 1.3.1(a);

“Coronavirus or COVID-19” shall have the meaning ascribed thereto in the UNC;

“Cover” means the aggregate amount of Collateral which the Pipeline User is required to provide and maintain in accordance with the provisions of Part G, Clause 21;

“Cover Default” has the meaning given to that term in Part G Clause 21.3.3; **“Credit Allowance (CA)”** has the meaning given to that term in Part G Clause 21.2.3;

“Credit Allowance Factor (CAF)” has the meaning given to that term in Part G Clause 21.2.3;

“Credit Assessment Score” means a Credit Assessment Score as determined pursuant to Part G Clause 21.2.8 or 21.2.9;

“Credit Code Limit” has the meaning given to that term in Part G Clause 21.2.16;

“Credit Rating” means a long-term debt rating from an Approved Credit Referencing Agency;

“Credit Support Provider” has the meaning given in Part G Clause 21.2.19;

“CSEP” the Connected System Exit Point agreed as such between the Large Transporter and the Pipeline Operator being the point(s) on the Pipeline at which gas can flow into the Pipeline from the Large Transporter System;

“CSEP NExA Tables” shall have the meaning in Part CI 1.1;

“CSEP User” shall have the meaning ascribed thereto in the UNC;

“CSS Process” shall have the meaning in Part CI 1.5.8;

“CSS Provider” shall have the meaning in Part CI 1.5.3;

“CSS Implementation Date” or **“CSSID”** means the 'CSS Go-Live Date' as defined in the UNC;

“CSS Modification” means the Code Modification to the UNC and the Modification to the IGT UNC the purposes of which are to give effect to the changes required to facilitate implementation of the REC and the CSS to be implemented with effect from the CSS Implementation Date within the IGT UNC;

“CSS Supply Meter Point” shall have the meaning in Part CI 1.5.4;

“CSS Supply Point” shall have the meaning in Part CI 1.5.5;

“Current Year Minimum Supply Point Capacity” shall have the meaning ascribed thereto in the UNC;

“Customer Charge” is a charge (if any) payable by reason of being the Registered User of a Supply Point;

“Customer Class” shall have the meaning in Part N 1.2.1(e);

“Customer Group” shall have the meaning in Part N 1.2.1(f);

“Daily Meter Reading” shall have the meaning ascribed thereto in the UNC;

“DAM” shall have the meaning ascribed in the REC;

“Data Permission Matrix” or **“DPM”** shall have the meaning in Part N2.5.1(b);

"**Data Services Contract**" or "**DSC**" shall have the meaning ascribed thereto in the UNC;

"**Day**" means the period from 05:00 hours on one day until 05:00 hours on the following day;

"**day of issue**" shall have the meaning in Part CI 20.1;

"**day of notification**" shall have the meaning in Part CI 20.1;

"**Defaulting User**" shall have the meaning in Part K7.1;

"**Demand Model**" shall have the meaning ascribed thereto in the UNC;

"**Deregistration Request**" shall have the meaning of "**Registration Deactivation Request**" ascribed thereto in the REC;

"**Derogation Application**" shall have the meaning in Part O 2.1.1;

"**Derogation Eligibility Criteria**" means the eligibility criteria set out in the IGT UNC Innovation Derogations Guidance;

"**Derogation Guidance Document**" is an IGT UNC Ancillary Document prepared and maintained under the Modification Procedures containing guidance in relation to IGT UNC Derogation Applications and called IGT UNC Innovation Derogations Guidance;

"**Derogation Period**" shall have the meaning in Part O 2.2.1;

"**Derogation Use Case**" means a use for which a derogation might be applied and listed in Part O paragraph 2.5 of the IGT UNC;

"**Detail Registration Nomination**" shall have the meaning ascribed thereto in the UNC;

"**Detail Registration Response**" shall have the meaning ascribed thereto in the UNC;

"**Developer**" shall have the meaning in Part CI 13.2(a);

"**Development**" shall have the meaning in Part L 2.1;

"**Direct Functions**" shall have the meaning in Part N 2.1.1(a);

"**Direct Services**" shall have the meaning in Part N 1.3.6(a);

"**Directive**" means any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority (but only, if not having the force of law, it is reasonable in all the circumstances for it to be treated as though it had legal force) and any modification, extension or replacement thereof;

"**Discontinuance Notice**" shall have the meaning in Part K6.1;

"**Discontinuing User**" shall have the meaning in Part K5.1;

"**DM Capacity**" shall have the meaning in Part B 2.3(c);

"**DM CSEP**" shall have the meaning in Part F1.1(b);

"**DM Demand**" shall have the meaning in Part F2.2;

"**DM Offtake Rate**" means Supply Point Offtake Rate;

"**DM Output Nomination**" shall have the meaning ascribed thereto in the UNC;

"**DM Supply Meter Point**" is a Supply Meter Point in respect of which Daily Read Equipment has been installed;

"**DM Supply Point**" shall have the meaning in Part CI1.1;

"**DN Operator**" shall have the meaning ascribed thereto in the UNC;

"**domestic premises**" premises at which a supply is taken or to be taken wholly or mainly for domestic purposes;

"Downstream System" is a pipeline or pipeline system operated by a person other than the Pipeline Operator which is or is to be connected downstream of the Pipeline whether connected directly or indirectly to it via another pipeline or pipeline system and where gas flow from the Pipeline into that pipeline or pipeline system is not metered;

"Downstream System Operator" is in respect of a Downstream System, the person which owns or operates that Downstream System;

"Downstream System Exit Point" is a point or points (which are not Supply Meter Points) on the Pipeline at which gas leaves the Pipeline for onward conveyance in a Downstream System;

"Daily Read Equipment" shall have the meaning in Part CI 3.2(a);

"Draft Final Modification Report" shall have the meaning in Part L 2.1;

"Draft Modification Report" shall have the meaning in Part L 2.1;

"Emergency" shall have the meaning in Part I1.7;

"emergency contacts" shall have the meaning in Part I8.1(b);

"Emergency Steps" shall have the meaning in Part I3.1;

"End User Category" or "EUC" shall have the meaning ascribed thereto in the UNC;

"Energy Market Data Specification" shall have the meaning described in Part L Section 2;

"Energy Supplier" shall have the meaning ascribed thereto in the REC;

"EPG Scheme Services" shall have the meaning described in Part N 1.3.1(c);

"Escrow Account" means a separately designated bank account in the name of the Pipeline User at such branch of any bank in the United Kingdom as the Pipeline Operator shall specify (the Bank) (on terms to be approved by the Pipeline Operator and which provide, amongst other things, that the funds held in the Escrow Account may be released by the Bank to the Pipeline Operator in the circumstances envisaged in Clauses 21.3 and 21.4 with the right to direct payments from the Escrow Account in favour only of the Pipeline Operator until the events specified in Clause 21.3.10 have occurred) to which all deposits required to be made by the Pipeline User pursuant to Part G, Clause 21 shall be placed, provided that such proceeds are not to be withdrawn by the Pipeline User save in accordance with the provisions of Part G, Clause 21

"Escrow Account Deposit" means a deposit of funds by or on behalf of the Pipeline User into an Escrow Account.

"Estimated Meter Reading Charge" shall have the meaning in Part G1.6;

"Excluded Code Provision" shall have the meaning in Part O 1.2.1(d); **"Existing Registered User"** shall have the meaning ascribed thereto in the UNC;

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

"Expert Determination" shall have the meaning in Part K8.1; **"Fifteen Days' Value"** has the meaning given to that term in Part G Clause 21.2.2.1(b);

"Final Modification Report" shall have the meaning in Part L 2.1;

"Firm CSEP" shall have the meaning ascribed thereto in the UNC;

"Firm Supply Point" shall have the meaning in Part CIII3.2(c);

"first application" shall have the meaning in Part O2.1.14;

"First Supply Point Registration Date" shall have the meaning in Part CV2.4;

"fixed date period" shall have the meaning in Part O 2.1.2(d);

“Formula Year Annual Quantity” shall have the meaning ascribed thereto in the UNC;

“Formula Year Supply Point Capacity” means the Supply Point Capacity calculated by the Pipeline Operator with reference to the Formula Year Annual Quantity;

"Framework Agreement" the agreement between the Pipeline Operator and Pipeline Users, pursuant to which such Pipeline Users become bound by the Pipeline Operator's Network Code;

“Gaining Supplier” shall have the meaning ascribed thereto in the REC;

“gas” shall have the meaning ascribed thereto in the UNC;

“Gas Act Owner” is the Consumer, holder of a gas transporter’s Licence or relevant supplier that owns the meter (and for the purposes of this definition includes a lessee) and which in accordance with the Gas Code is responsible for keeping it in proper order for correctly registering the quantity of gas supplied;

“Gas Card” shall have the meaning ascribed thereto in the UNC;

“Gas Card Reading” shall have the meaning ascribed thereto in the UNC;

“Gas Code” the Gas Code in Schedule 2B to the Act;

"Gas Enquiry Service" has the meaning given in the REC;

“Gas Flow Day” means in relation to the application of any provision of the Code, the Day in relation to deliveries, offtakes or flows of gas or other operations on which such provision is to apply;

"Gas Transporter" a person who holds a Gas Transporter's Licence;

"Gas Transporter's Licence" a gas transporters licence as from time to time in force granted or treated as granted pursuant to the Act;

“Gas Year” means the period from 05:00 1st October in any year until 05:00 1st October in the following year;

“Good Payment Performance” has the meaning given to that term in Part G Clause 21.2.14;

"GRDA Functions" are functions assigned to the CDSP as ‘Gas Retail Data Agent’ in the Retail Energy Code and shall have the meaning ascribed thereto in the UNC;

“Group of Companies” shall have the meaning in Part L2.1;

“Historic Supply Point Meter Asset and Read Information” shall have the meaning ascribed thereto in the UNC;

“hour” shall have the meaning ascribed thereto in the UNC;

“IGE Meter Recommendation” shall have the meaning in Part D1.3(b);

“IGTAD” shall have the meaning ascribed thereto in the UNC;

"IGT CSEP NExA Table Review Procedures" shall have the meaning in Part CI 6.4(b);

“IGT UNC” shall have the meaning in Part A 1.1;

“IGT UNC Ancillary Document” shall have the meaning in Part K 42.1;

“IGT UNC Contract Manager” is the person appointed by a Pipeline User as set out in the IGT UNC Ancillary Document Pipeline operator standards of Service Query Management;

“IGT UNC Implementation Date” shall have the meaning in the Transition Document;

“IGT UNC Modification Panel” shall have the meaning in Part L 2.1;

"IGT UNC Modification Workstream" shall have the meaning in Part L 2.1;

“IGT UNC Operators” shall have the meaning in Part L 2.1;

“IGT UNC Operators’ Representative” shall have the meaning in Part L 2.1;

“IGT Transportation Charges” shall have the meaning in Part G3.3(f)

“IGT Transportation Charges Invoice” shall have the meaning in Part G3.3(f)

"Incident Procedure" shall have the meaning in Part K41.1;

“Indebtedness Ratio” has the meaning given to that term in Part G Clause 21.2.17;

“Indebtedness Ratio Limit” shall be 100% unless otherwise notified by the Pipeline Operator under the provisions of Part G, Clause 21;

“Independent Credit Assessment” means a credit assessment of the Pipeline User procured by the Pipeline Operator at the Pipeline User’s request in accordance with Part G Clause 21.2.7 from a Recognised Credit Assessment Agency chosen by the Pipeline User;

“Individual CSEP Reconciliation” shall have the meaning ascribed thereto in the UNC;

“Individual CSEP Reconciliation Quantity” shall have the meaning ascribed thereto in the UNC;

“Individual Network Code” shall have the meaning in Part L 2.1;

“Industry Code” means a multilateral code or agreement created and maintained pursuant to a licence granted by the Aughroty under sections 8, 7ZA or 7A of the Gas Act 1986 or section 6 of the Electricity Act 1989, including the Uniform Network Code, Retail Energy Code and the Smart Energy Code;

“Initial Registered User” is in respect of a New Supply Point, the Pipeline User in whose name the Supply Meter Point(s) comprising such New Supply Point is initially registered with the Pipeline Operator;

"Initial Registration Request" shall have the meaning ascribed thereto in the REC;

“Initial Supply Point Confirmation” is a communication by a Proposing User to the Pipeline Operator requesting Initial Supply Point Registration of a Proposed New Supply Point prior to the Supply Point Registration with the CDSP;

"Initial Supply Point Registration" is the initial registration of one or more New Supply Meter Point(s) in the name of a Pipeline User with the Pipeline Operator prior to the Pipeline User becoming the Registered User with the CDSP;

“Interruptible” shall have the meaning in Part CIII3.2(a);

“Interruptible CSEP” shall have the meaning ascribed thereto in the UNC;

“Interruptible Supply Point” shall have the meaning in Part CIII3.2(b);

“interruption” shall have the meaning in Part CIII3.2(e);

“Interruption Allowance” shall have the meaning ascribed thereto in the UNC;

“Invoice Amount” shall have the meaning in Part G3.3(e);

“Invoice Credit” shall have the meaning in Part G4.2;

“Invoice Document” shall have the meaning in Part G3.3(c);

“Invoice Due Date” shall have the meaning in Part G10.2;

“Invoice Item” shall have the meaning in Part G3.3(d);

“Invoice Query” shall have the meaning in Part G16.1;

“Invoice Remittance Advice” shall have the meaning in Part G4.5;

“Isolated” Shall be construed accordingly in relation to **“Isolation”**,

“Isolation” shall have the meaning ascribed thereto in the UNC;

“kWh” shall have the meaning ascribed thereto in the UNC;

“Large Firm Supply Point” shall have the meaning in Part I1.3;

"Large Transporter" National Grid Gas plc and/or as the context permits the DN Operator which operates the pipeline system immediately upstream of the CSEP;

"Large Transporter CDSP Licence Condition" shall have the meaning in Part N 1.2.1(b);

“Large Transporter Representative” shall have the meaning in Part L 2.1;

"Large Transporter System" the main pipeline systems operated by National Grid Gas plc and the DN Operators the conveyance of gas through which is authorised by one or more gas Transporter Licences;

“Larger Supply Point” shall have the meaning in Part CI 1.1;

"Last Resort User" shall have the meaning in Part CI 11.1;

“Legally Binding Decisions” shall have the meaning ascribed thereto in the UNC;

“Legal Requirement” any Act of Parliament, regulation, licence or Directive of a Competent Authority;

“Letter of Credit” means an unconditional irrevocable standby letter of credit in such form as the Pipeline Operator may reasonably approve issued for the account of the Pipeline User in sterling in favour of the Pipeline Operator, allowing for partial drawings and providing for the payment to the Pipeline Operator forthwith on demand by any United Kingdom clearing bank or any other bank which in each case has a long-term debt rating of not less than single A by Standard and Poor’s Ratings Group or by Moody’s Investors Service, or such other bank as the Pipeline Operator may approve and which shall be available for payment at a branch of the issuing bank;

“LDZ Capacity” shall have the meaning ascribed thereto in the UNC;

"LDZ CSEP Ancillary Agreement" the agreement made between the Large Transporter and certain Pipeline Users in respect of DM Supply Points and Interruptible Supply Points on the Pipeline;

“Local Emergency” shall have the meaning in Part I1.2;

“Local Emergency Procedures” shall have the meaning in Part I2.1;

“Local Distribution Zone” shall have the meaning ascribed thereto in the UNC;

“Maintenance Affected Point” shall have the meaning in Part H4.1(a);

“maintenance day” shall have the meaning in Part H3.1(b)(ii);

“Maintenance Programme” shall have the meaning in Part H1.1(a);

"Manual" the document (if any) so entitled and issued by the Pipeline Operator, as from time to time revised in accordance with the Pipeline Operator’s Network Code;

“Maximum Supply Point Capacity” shall have the meaning in Part CII5.1(a);

“Maximum Supply Point Offtake Rate” shall have the meaning in Part CII5.1(b);

“maximum offtake rate” shall have the meaning ascribed thereto in the UNC;

“Member” shall have the meaning in Part L 2.1;

“Meter Asset Manager” is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation;

“Meter By Pass” shall have the meaning in Part D2.9(b);

"Meter Fit Report" shall have the meaning in Part D7.3;

"Meter Information" shall have the meaning ascribed thereto in the UNC;

"Meter Information Notification": shall have the meaning ascribed thereto in the UNC;

"Meter Information Update Notification": shall have the meaning ascribed thereto in the UNC;

"Metering Charges" means the Pipeline Operator's charges (if any) for the provision of Supply Meters and other services related to Supply Meters;

"Metering Charges Statement" means the document if any issued from time to time by the Pipeline Operator which is not the Transportation Statement and which sets "Metering Charges"; **"Metered Quantity"** shall have the meaning ascribed thereto in the UNC;

"Metered Volume" shall have the meaning ascribed thereto in the UNC;

"Meter Fix Date" shall have the meaning in Part CV 1.2(f);

"Meter Fix Reading" shall have the meaning ascribed thereto in the UNC;

"Meter Installation Works" shall have the meaning in Part D1.2(c);

"Meter Read" shall have the meaning ascribed thereto in the UNC;

"Modification Proposal" shall have the meaning in Part L 2.1;

"Meter Reader" shall have the meaning ascribed thereto in the UNC;

"Meter Reading" shall have the meaning ascribed thereto in the UNC;

"Meter Work": shall have the meaning ascribed thereto in the UNC;

"Meter Worker": shall have the meaning ascribed thereto in the UNC;

"Minimum Aggregate Capacity" shall have the meaning in Part B4.1;

"Missing DRN" shall have the meaning ascribed thereto in the UNC;

"Missing DRN Meter Reading" shall have the meaning ascribed thereto in the UNC;

"Modification Rules" the modification rules set out in Part L;

"NDM CSEP" shall have the meaning in Part F1.1(a);

"NDM Output Nomination" shall have the meaning ascribed thereto in the UNC;

"NDM Sampling Shipper User" shall have the meaning ascribed thereto in the UNC;

"NDM Supply Meter Point" is a Supply Meter Point which is not a DM Supply Meter Point;

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

"NDM Supply Point" shall have the meaning in Part CI1.1;

"NEC" shall have the meaning in Part I1.4;

"NEC Safety Case" shall have the meaning in Part I1.5;

"Network Gas Supply Emergency" shall have the meaning in Part I1.8;

"New Rules" means the provisions of Part C of the IGT UNC and the provisions of TPD Section G of the UNC as they apply following the CSS Modifications.

"New Supply Meter Point" shall have the meaning in Part CV1.1(a);

"New Supply Point" is any Proposed Supply Point (including for the avoidance of doubt a Proposed Supply Point which includes a New Supply Meter Point

"Nominated" shall have the meaning ascribed thereto in the UNC;

“Nominated Supply Point Capacity” shall have the meaning ascribed thereto in the UNC;

“Nominated Supply Point Offtake Rate” shall have the meaning ascribed thereto in the UNC;

“Non Code User Charge” means a charge determined in accordance with the Agency Charging Statement, which Agency Charging Statement is set out in the UNC;

“non domestic premises” premises which are not domestic premises;

“Non-voting Member” shall have the meaning in Part L 2.1;

“NSL” shall have the meaning in Part CIII 3.2(d);

“Objection Deadline” shall have the meaning ascribed thereto in the UNC;

“Old Rules” means the provisions of Part C of the IGT UNC and the provisions of TPD Section G of the UNC as they apply prior to the CSS Modifications.

“off-spec gas” shall have the meaning in Part J4.2;

“Offtake Capacity” shall have the meaning in Part B2.3(b);

“Ofgem Representative” shall have the meaning in Part L 2.1;

“On-site Meter Read” shall have the meaning ascribed thereto in the UNC;

“Opening Meter Reading” shall have the meaning ascribed thereto in the UNC;

“Operational” shall have the meaning in Part CI3.2(b);

“PAFA Contract” shall have the meaning ascribed thereto in the UNC;

“Panel Chairperson” shall have the meaning in Part L 2.1;

“Panel Majority” shall have the meaning in Part L 2.1;

“Payment Date” means the due date for payment of any account submitted to the Pipeline User pursuant to Part G, Clause 21;

“Payment Default” has the meaning given to that term in Part G, Clause 21.4.2;

“Payment Record Factor” has the meaning given to that term in Part G, Clause 21.2.13;

“Performance Assurance Committee” or **“PAC”** is the UNC sub-committee established and described in TPD Sections V16.2 and V16.3 of the UNC;

“Performance Assurance Framework” or **“PAF”** is as defined in TPD Section V16.1.1(b) of the UNC;

“Performance Assurance Framework Administrator” or **“PAFA”** is the person appointed and whose role and terms of engagement are specified under TPD Sections V16.9 and V16.10 of the UNC;

“Performance Assurance Framework Document” or **“PAFD”** is the document established, maintained and published by the PAC and specified in TPD Sections V16.7.1, V16.7.2 and V16.7.3 of the UNC;

“Performance Assurance Objective” is as defined in TPD Section V16.1.1(b) of the UNC;

“Performance Assurance Party” is as defined in TPD Section V16.1.1(a) of the UNC and shall also include Pipeline Operators and Pipeline Users;

“Performance Assurance Report Registers Schedules” shall have the meaning ascribed thereto in the UNC;

“permitted data recipients” shall have the meaning in Part N 2.5.1.(b)ii

“Pipeline” the gas pipeline or pipeline system which is not owned or operated by a Large Transporter and which is connected to an Upstream System, the conveyance of gas through

which is authorised by the Pipeline Operator's Licence and the flow of gas into which is not metered;

"Pipeline Design Maximum Volume" shall have the meaning in Part CV4.1;

"Pipeline Capacity" shall have the meaning in Part B 2.3(a);

"Pipeline Operator " shall have the meaning in Part A 2.4;

"Pipeline Operator Agency" shall have the meaning in Part N 1.1;

"Pipeline Operator Agency Activities" shall have the meaning in Part N 1.2;

"Pipeline Operator's Licence": the Gas Transporter's Licence granted to the Pipeline Operator, as from time to time in force;

"Pipeline Shrinkage" shall have the meaning in Part F12.1(a);

"Pipeline Shrinkage Factor" shall have the meaning in Part F12.1(b);

"Pipeline User": a person other than the Pipeline Operator who is for the time being bound by the Code pursuant to the Framework Agreement;

"Pipeline Users' Representative" shall have the meaning in Part L 2.1;

"Portfolio Extract" shall have the meaning in Part G.20.2;

"Preceding Year" in relation to any Gas Year is the Gas Year ending at the start of such Gas Year;

"Preceding Year Maximum Capacity" shall have the meaning ascribed thereto in the UNC;

"Prepayment" means a deposit of funds by or on behalf of the Pipeline User as early payment relating to future invoices not yet issued into a bank account specified by the Pipeline Operator, in the name of the Pipeline Operator;

"Prevailing" shall have the meaning ascribed thereto in the UNC;

"Previous Registered User" shall have the meaning ascribed thereto in the UNC;

"Priority Consumer" shall have the meaning in Part I4.1(a);

"Priority Criteria" shall have the meaning in Part I4.1(b);

"Priority Supply Point" shall have the meaning in Part I4.1(a);

"Programmed Maintenance" shall have the meaning in Part H3.1;

"Project Summary Notification" shall have the meaning in the IGT UNC Ancillary Document entitled IGT's New Connections Domestic Sites Only for Supply Point Premises that are domestic premises or the IGT UNC Ancillary Document entitled IGT Non-Domestic New Connections for Supply Point Premises that are non-domestic premises;

"Project Summary Report" shall have the meaning in the IGT UNC Ancillary Document entitled IGT's New Connections Domestic Sites Only for Supply Point Premises that are domestic premises or the IGT UNC Ancillary Document entitled IGT Non-Domestic New Connections for Supply Point Premises that are non-domestic premises;

"Proposed CSEP NExA Table" shall have the meaning as set out in Section 1 of the IGT UNC Ancillary Document entitled the IGT CSEP NExA Table Review Procedures;

"Proposed Registration Details" shall have the meaning in Part CI14;

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

"Proposed Supply Point Registration" shall have the meaning in Part CI 1.3;

"Proposer" shall have the meaning in Part L 2.1;

“Proposing User” shall have the meaning ascribed thereto in the UNC;

“Provisional Maximum Supply Point Capacity” shall have the meaning in Part CII5.2;

“Qualifying Guarantee” means a guarantee in favour of the Pipeline Operator which is legally enforceable in the United Kingdom and in such form as may be agreed between the Pipeline Operator and the Pipeline User and which may specify a maximum value;

“quantity” shall have the meaning ascribed thereto in the UNC;

“Ratcheted DM Capacity” shall have the meaning in Part CII5.6;

“Read Date” shall have the meaning ascribed thereto in the UNC; **“Recognised Credit Assessment Agency”** means any of the credit assessment agencies listed at Part G, Clause 21.2.8, or any other credit assessment agency reasonably believed by the Pipeline Operator and the Pipeline User to be fit for the purpose of providing credit assessments pursuant to Part G, Clause 21, taking account of all the circumstances applicable to the Pipeline User;

“Re-establish” shall have the meaning ascribed thereto in the UNC;

“referral notice” shall have the meaning ascribed thereto in the UNC;

“Registrable Measurement Point” shall have the meaning ascribed in the REC;

“Registered DM Capacity” shall have the meaning in Part B5.2;

“Registered Metering Applicant” shall have the meaning ascribed thereto in the UNC;

“Registered Supplier” shall have the meaning ascribed in the REC;

“Registered User” shall have the meaning in Part CI 1.1;

“Registration Block Notice” shall have the meaning ascribed in the UNC;

“Registration Deactivation Request” shall have the meaning ascribed in the REC;

“Registration Nomination” shall have the meaning ascribed in the UNC;

“Registration Request” shall have the meaning ascribed in the UNC;

“Registration Response” shall have the meaning ascribed in the UNC;

“Regulations” shall have the meaning in Part I1.6;

“Relevant day” means in relation to a Derogation Period, a Day in such period when a conditional derogation (of any) is also in force;

“Relevant Designated Person” shall have the meaning in Part L 2.1;

“Relevant EUC Supply Meter Points” the Registered NDM Supply Meter Points belonging to an End User Category;

“Relevant IGT UNC Operator” shall have the meaning in Part L 2.1;

“Relevant Objectives” shall have the meaning in Part L 2.1;

“relevant parties” shall have the meaning in Part L 2.1;

“Relevant Person” means all Parties, all Third Party Participants, such Non-Code Parties as the Code Administrator considers appropriate in the context of a IGT UNC Derogation Application and the CDSP;

“Relevant Pipeline User” shall have the meaning in Part L 2.1;

“Relevant Quantity” shall have the meaning ascribed thereto in the UNC;

“relevant variable” shall have the meaning in Part F5.1;

“Remote Meter Reading Equipment” shall have the meaning ascribed thereto in the UNC;

"Remote Meter Read" shall have the meaning ascribed thereto in the UNC;

"Replacement DRN Meter Reading" shall have the meaning ascribed thereto in the UNC;

"Retail Energy Code" (REC) shall have the meaning described in Part L Section 2;

"Retained EU Law" has the same meaning as that given by section 6(7) of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement Act) 2020;

"Review" shall have the meaning in Part L 2.1;

"Review Group" shall have the meaning in Part L 2.1;

"Review Proposal" shall have the meaning in Part L 2.1;

"Rolling Annual Quantity" shall mean the quantity calculated in accordance with paragraphs 2.3.4 to 2.3.13. of Section G of the UNC;

"Rolling Supply Point Capacity" shall mean the Supply Point Capacity calculated by the Pipeline Operator with reference to the Rolling Annual Quantity;

"RPC Entry Annual Quantity" shall have the meaning in Part CI 6.2;

"second application" shall have the meaning in Part O2.1.14;

"Secretary of the UNC Modification Panel" shall have the meaning in Part L 2.1;

"Shipper" shall have the meaning in Part CI 13.2(b);

"Shipper's Licence" a licence granted or treated as granted under Section 7A(1) of the Act, or in the context of any Pipeline User the licence so granted or treated as granted to that Pipeline User;

"Siteworks" shall have the meaning in Part CV1.1(b);

"Siteworks Applicant" shall have the meaning in Part CV1.2(a);

"Siteworks Contract" shall have the meaning in Part CV1.2(b);

"Smaller Supply Point" shall have the meaning in Part CI 1.1;

"Smart Meter" shall have the meaning in Part D1.2(d);

"SPAA" shall have the meaning ascribed thereto in the UNC;

"Sub Deduct Arrangement" shall have the meaning in Part D2.9(a);

"Sub Group" shall have the meaning in Part L 2.1;

"Sub Group Terms of Reference" shall have the meaning in Part L 2.1;

"Supplier" is a reference to:

a person who supplies to premises gas offtaken from the Pipeline (including a person supplying gas to itself);

in the context of a Pipeline User, the supplier in respect of a Supply Point of which the Pipeline User is the Registered User; or

in accordance with the provisions of the Data Permissions Matrix;

"Supplier of Last Resort" shall have the meaning in Part CI 11.1;

"Suppliers' Representative" shall have the meaning in Part L 2.1;

"Supply Meter" shall have the meaning in Part D1.2(b);

"Supply Meter Installation" shall have the meaning in Part D1.2(a);

“Supply Meter Point” shall have the meaning in Part CI1.1;

“Supply Meter Point Reference Number” shall have the meaning in Part CI2.3;

“Supply Point” shall have the meaning in Part CI1.1;

“Supply Point Amendment” shall have the meaning ascribed thereto in the UNC;

“Supply Point Capacity” shall have the meaning in Part A 5.3.1;

“Supply Point Deregistration” shall have the meaning ascribed thereto in the UNC;

“Supply Point First Nomination” shall have the meaning ascribed thereto in the UNC;

“Supply Point Objection” shall have the meaning ascribed thereto in the UNC;

“Supply Point Premises” shall have the meaning in Part CI1.1;

“Supply Point Ratchet” means an increase in capacity pursuant to Part CII5.5;

“Supply Point Ratchet Charge” shall have the meaning in Part CII5.7;

“Supply Point Reconfirmation” shall have the meaning ascribed thereto in the UNC;

“Supply Point Register” shall have the meaning in Part CI 2.1;

“Supply Point Registration” shall have the meaning in Part CI 1.1;

“Supply Point Registration Date” shall have the meaning in Part CI 1.1;

“Supply Point Registration Number” shall have the meaning in Part CI2.3;

“Supply Point Renomination” shall have the meaning ascribed thereto in the UNC;

“Supply Point Second Nomination” shall have the meaning ascribed thereto in the UNC;

“Supply Point System Business Day” is a reference to a Day other than a Saturday, Sunday or a bank holiday in England or Wales.

“Supply Point Systems Business Day” shall have the meaning in Part CI5.4;

“Supply Point Transportation Charges” means the Transportation Charges payable in respect of a Supply Point;

“Switch Request” shall have the meaning ascribed in the REC;

“Synchronisation Message” shall have the meaning ascribed thereto in the REC;

“System Communication” is a message transmitted by means of the Computer System and may include any communications transmitted under UK Link;

“System Failure” is an event or circumstance affecting:

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

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

“Target Completion Date” shall have the meaning in Part CV1.2(d);

“target due date” shall have the meaning in Part G10.2(b);

"Terminated Supply Meter Points" shall have the meaning in Part CI 11;

“Termination Notice” shall have the meaning in Part K7.3;

“threshold rate increase” shall have the meaning ascribed thereto in the UNC;

“Third Party Modification Proposal” shall have the meaning in Part L 2.1;

“Third Party Participant” shall have the meaning in Part L 2.1;

“TNI” shall have the meaning in Part CIII3.2(d);

"Transition Document" shall have the meaning in Part A2.11;

“Transportation Charges” shall have the meaning in Part G1.1(a);

“Transportation Statement” shall have the meaning in Part G1.1(b);

"Transportation Initiated Registration” shall have the meaning ascribed thereto in the REC;

"TSMP Information" shall have the meaning in Part CI 20.1;

“UDQO” shall have the meaning ascribed thereto in the UNC;

“UK Link” shall have the meaning ascribed thereto in the UNC;

“UK Link Communication” shall have the meaning ascribed thereto in the UNC;

“UK Link Manual” shall have the meaning ascribed thereto in the UNC;

“UK Link User” shall have the meaning ascribed thereto in the UNC;

"UNC" the uniform network code prepared by the Large Transporter pursuant to Standard Special Condition A11(6) of the Large Transporter's Gas Transporters Licence;

“Unmetered CSEP” shall have the meaning ascribed thereto in the UNC;

“unspecified period” shall have the meaning in Part O 2.1.2(d)ii;

“Updated Meter Reading” shall have the meaning ascribed thereto in the UNC;

"Upstream System" is a pipeline or pipeline system operated by a person other than the Pipeline Operator which is located upstream of the Pipeline whether connected directly or indirectly to it via another pipeline or pipeline system;

"Upstream System Operator" is in respect of an Upstream System the person which owns or operates that Upstream System;

"Upstream System Users" in respect of an Upstream System, the persons who are holders of licences granted or treated as granted under Section 7A(1) of the Act and who make arrangements for the conveyance of gas in that Upstream System;

“Urgent Modification Proposal” shall have the meaning in Part L 2.1;

"US Connection Point" the points(s) at which the Pipeline connects to an Upstream System which is not operated by the Large Transporter;

“User Accession Date” shall have the meaning in Part K2.1;

“User Default” shall have the meaning in Part K7.1;

“User Discontinuance Date” shall have the meaning in Part K5.1;

"User EUC": in respect of any Pipeline User, each End User Category into which any Registered Supply Meter Points fall;

“Validation” shall have the meaning ascribed thereto in the UNC;

“Valid Meter Read” shall have the meaning ascribed thereto in the UNC;

“Valid Meter Reading” shall have the meaning ascribed thereto in the UNC;

“Value at Risk” has the meaning given to that term in Part G Clause 21.2.2.1;

“variation request” shall have the meaning in Part L2.1;

“View” shall have the meaning in Part L 2.1;

“volume” shall have the meaning ascribed thereto in the UNC;

“Voting Member” shall have the meaning in Part L 2.1;

“Work Group” shall have the meaning in Part L 2.1;

“1-in-20 peak day demand” is the peak day demand that in a long series of winters, with connected load being held at the levels appropriate to the winter in question, would be exceeded in one out of 20 winters, each winter being counted only once;

Old version of Code pre implementation of IGT132 for Credit Control provisions.

Part G

21 Code Credit Rules

- 21.1 The Pipeline Operator may if its Network Code so provides operate Code Credit Rules pursuant to which it will determine and assign to each Pipeline User a Code Credit Limit and may require a Pipeline User to provide surety or security. The provisions detailing the operation of the Code Credit Rules and the consequences of Pipeline Users being assigned Code Credit Limits will be detailed in the Pipeline Operator's Network Code.
- 21.2 For the purposes of the Code;
- (a) **"Code Credit Rules"** are the rules so entitled and established and revised from time to time by the Pipeline Operator;
 - (b) **"Code Credit Limit"** is an amount representing a Pipeline User's limit of indebtedness to the Pipeline Operator as more particularly defined in the Pipeline Operator's Network Code.
 - (c) **"System Failure"** is an event or circumstance affecting:
 - (i) the Computer System of a Pipeline Operator that affects the ability of that Pipeline Operator to generate information for communication or to give or receive communications associated with that information; or
 - (ii) the ability of the CDSP to generate and communicate accurate information in whole or in part to and from the Pipeline Operator in the form and by the method set out in the Data Services Contract between the Pipeline Operator and the CDSP (unless the Pipeline Operator and the CDSP have agreed otherwise)

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

Part K

44 Temporary Measures

44.1 **Coronavirus (COVID-19)**

For the purposes of this Clause 44.1 the provisions of part VI of UNC Transition Document shall apply.

44.2 **Central Switching Service (CSS) Implementation**

For the purposes of this Clause 44.2 the provisions of Part IIH of UNC Transition Document shall apply with the following changes:

“CSS Modification” means the Code Modification to the UNC and the Modification to the IGT UNC the purposes of which are to give effect to the changes required to facilitate implementation of the REC and the CSS to be implemented with effect from the CSS Implementation Date within the IGT UNC;

“Old Rules” means the provisions of Part C of the IGT UNC and the provisions of TPD Section G of the UNC as they apply prior to the CSS Modifications.

“New Rules” means the provisions of Part C of the IGT UNC and the provisions of TPD Section G of the UNC as they apply following the CSS Modifications.

For the purposes of this clause 44.2 any reference to:

"Association Data Cut-Off Date" shall have the meaning ascribed thereto in the UNC

"CSS Implementation Date" or **"CSSID"** means the 'CSS Go-Live Date' as defined in the UNC;

“Supply Point System Business Day” is a reference to a Day other than a Saturday, Sunday or a bank holiday in England or Wales.

In this Clause 44.2 a defined term which is defined only in the New Rules has the meaning under the New Rules

(a) Modification of the Supply Point Register

In addition to Part IIH Clause 2.1 of the UNC this clause 44.2(a) shall apply:

The Registered User of a Supply Point may not amend the Supply Point Register for the purposes specified in Section CI Clause 12.10 (a) and (b) after the Day falling three (3) Supply Point Business Days prior to the CSSID.

(b) Registration

For the purposes of Part IIH Clause 2.2 of the UNC the reference to:

Section G6.5.1 of the UNC in Part IIH Clause 2.2.1(c) of the UNC shall be replaced by Part CI Clause 11 of the IGT UNC.

Section G4.4.4 in Part IIH Clause 2.2.3 of the UNC shall be applied as described under Part CI Clause 18 of the IGT UNC.

Section G4.6.11 in Part IIH Clause 2.2.3 of the UNC shall be applied as described under Part CI Clause 21 of the IGT UNC.

Sections G8.2.4, G8.4.3 and G8.5.4 of the UNC in Part IIH Clause 2.2.3 shall be applied as described under Part CIV Clause 7 of the IGT UNC.

For the purposes of Part IIH Clause 2.2 of the UNC the provisions of Clause 2.2.3 shall not apply.

(c) Association Data

For the purposes of Part IIH Clause 2.4 of the UNC the references to "Transporter" in paragraphs 2.4.1(b) shall be interpreted as a reference to the "Large Transporter" and "IGT UNC Operators"

44.3 Change of System Communication for Invoice Documents Implementation

For the purposes of this Clause 44.3

- (a) RPC Supporting Data created prior to the implementation date and time of Modification IGT173 are to be submitted to the Pipeline User in accordance with the Manual if provided by the Pipeline Operator in the terms of their Network Code.
- (b) RPC Supporting Data created on or after the implementation date and time of Modification IGT173 are to be submitted to the Pipeline User in accordance with the UK Link Manual as directed in the implementation of the modification.