

Based on IGT UNC Version 13.15



Independent Gas Transporters'

UNIFORM NETWORK CODE

Working Draft mod 172 legal text

Mark-up 19th February 2024

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PART H - SYSTEM MAINTENANCE AND PLANNING

1 Programmed maintenance

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2 Maintenance Programme

- 2.1 Each year the Pipeline Operator will establish and update a Maintenance Programme as it considers necessary.
- 2.2 The Pipeline Operator will use reasonable endeavours to co-ordinate its Maintenance Programme with the maintenance of the Large Transporter System in accordance with Section L4 of the UNC.
- 2.3 For the avoidance of doubt Force Majeure affecting the Pipeline Operator will include maintenance by the Upstream System Operators of the Upstream Systems affecting the Connection Point and/or the Pipeline Delivery Facility Operator of the Pipeline Delivery Facility affecting the Pipeline Entry Point.
- 2.4 The Pipeline Operator will notify the Pipeline Users as soon as reasonably practicable of any maintenance affecting the Connection Point and/or Pipeline Entry Point notified to it by any Upstream System Operator and/or Pipeline Delivery Facility Operator.
- 2.5 The Pipeline Operator will use reasonable endeavours to co-ordinate its Maintenance Programme with the maintenance of a Pipeline Delivery Facility in accordance with the relevant Pipeline Entry Agreement.

3 Programmed Maintenance

- 3.1 Subject to Clause 3.3 maintenance of any part of the Pipeline carried out by the Pipeline Operator on any Day is "**Programmed Maintenance**" as respects any Pipeline User in relation to a Supply Point where:
 - (a) such Day was a Day on which maintenance was planned under the Maintenance Programme; or
 - (b) in the case of a Day on which maintenance was not planned under the Maintenance Programme:
 - ...
 - (iv) in the case of the Connection Point and/or Pipeline Entry Point the Pipeline Operator gives to the Pipeline User the notification required under Clause 3.2 not less than 30 Days before the maintenance day.
 - ...
- 3.2 For the purposes of Clause 3.1(b):
 - (a) the notification required is a notification that the availability of gas for offtake, or (in the case of the Connection Point and/or Pipeline Entry Point) ability of the Pipeline Operator to accept delivery of gas will be affected by the carrying out of such maintenance;
 - (b) in respect of a Supply Point, the notification is required to be given only where at the time the notification is required to be given, the Pipeline User is the Registered User of such Supply Point.

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

4 Offtake of gas during Programmed Maintenance

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

- (a) such Supply Meter Point, Pipeline Entry Point or Connection Point is a "**Maintenance Affected Point**"; and
- (b) subject to Clause 4.2, the Pipeline Operator will be relieved of its obligations to make gas available for offtake from the Pipeline at such Supply Meter Point.

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

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

(b) ...

...

5 Co-operation

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

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PART I - EMERGENCIES

1 Emergency

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

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

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7 User procedures

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

- (a) to facilitate compliance by the Pipeline User with the requirements of this Part I;
- (b) to enable the Pipeline User to comply with the requirements of the Pipeline Operator in the event of a Local Emergency.

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

- (a) with the Local Emergency Procedures; and
- (b) with any procedures established by the Large Transporter relating to Emergencies pursuant to the UNC; and
- (c) with any procedures established by the NEC in relation to a Network Gas Supply Emergency;
- (d) if the Pipeline Operator shall so notify the Pipeline User identifying the other person(s) and specifying the co-ordination required, with the procedures established by other Pipeline Users, Pipeline Delivery Facility Operators, Upstream System Operators and Downstream System Operators under this Clause 7; and shall consult with such other parties accordingly.

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13 Consequences of an Emergency or a Local Emergency

13.1 In respect of each Day or part of a Day during a Local Emergency or an Emergency the Pipeline Operator may by notice to Pipeline Users suspend the implementation (as respects all Pipeline Users) of:

- (a) any provision of Parts C, D, E, F, G, ~~and~~ J and Q; and
- (b) any other provision of the Code which the Pipeline Operator considers (in its reasonable opinion) it appropriate to suspend in the circumstances of an Emergency or Local Emergency.

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PART J - DELIVERY AND OFFTAKE OF GAS

1 Delivery of gas into Pipeline at Connection Points

- 1.1 Title and risk in gas delivered to the Pipeline at the Connection Point shall pass to the Pipeline Operator at the Connection Point.
- 1.2 Each Pipeline User warrants to the Pipeline Operator:
 - (a) that such Pipeline User will have title (at the point of delivery) to all gas delivered or tendered for delivery to the Pipeline at the Connection Point by that Pipeline User; and
 - (b) that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before delivery thereof to the Pipeline.

Each Pipeline User shall indemnify the Pipeline Operator and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against the Pipeline Operator in consequence of any breach of the warranties in Clause 1.2.

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4 Off-spec gas

- 4.1 The gas made available for offtake will (subject to Clause 4.2) conform to the specification requirements set out in the UNC.
- 4.2 Where gas delivered to the Pipeline at the Connection Point and/or Pipeline Entry Point does not comply with such specification requirements ("**off-spec gas**") the Pipeline Operator shall not be liable to Pipeline Users for any such lack of compliance.
- 4.3 Pipeline Users acknowledge that the Pipeline Operator does not operate a compensation scheme in respect of off-spec gas, and that any compensation is to be sought from the Large Transporter pursuant to the UNC or from CSEP Users.

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7 Failure to make gas available for offtake

- 7.1 Clauses 7 and 8 apply where the Pipeline Operator is or has been in breach of its obligation to make gas available for off-take from the Pipeline at a Supply Point.
- 7.2 For the avoidance of doubt, in accordance with Part K 31.4, the Pipeline Operator shall not be in breach of its obligation to make gas available for off-take from the Pipeline where gas is not delivered to the Connection Point and/or Pipeline Entry Point for any reason beyond the Pipeline Operator's reasonable control.

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PART K - GENERAL

1 Pipeline User Admission requirements

- 1.1 In order to become a Pipeline User a person (the "**Applicant User**") must:
- (a) satisfy or secure satisfaction of the requirements in Clause 1.2; and
 - (b) accede to the Framework Agreement and thereby agree to be bound by the Code.
- 1.2 The requirements referred to in Clause 1.1(a) are as follows:
- (a) the Applicant User shall have applied to the Pipeline Operator in such form as the Pipeline Operator may from time to time prescribe, giving the following details:
 - (i) ...
 - (b) either:
 - (i) ...
 - ...
 - (e) the Applicant User shall have warranted to the Pipeline Operator that there is in force a transportation arrangement between it and the Upstream System Operator pursuant to the Upstream System Operator's Network Code;
 - (f) the Applicant User shall have warranted to the Pipeline Operator that there is in force a transportation arrangement between it and the Upstream System Operator or a Pipeline Delivery Facility Operator that is a gas transporter that is not a party to UNC IGTAD as set out in Part Q 1.2.1 (c).
 - ...

7 Termination

- 7.1 For the purposes of this Clause 7 there shall have occurred a "**User Default**" in relation to a User (the "**Defaulting User**") in any of the following events or circumstances:
- (a) ...
 - (e) where the Pipeline Operator becomes aware that there is not in force in respect of the Pipeline User either a transportation arrangement with the Upstream System Operator pursuant to the Upstream System Operator's Network Code or an arrangement with an Upstream System User for the delivery of gas at the Connection Point;
 - (f) where the Pipeline Operator becomes aware that there is not in force in respect of the Pipeline User either a transportation arrangement with a Pipeline Delivery Facility Operator pursuant to the Pipeline Delivery Facility Operator's Network Code (where such Pipeline Delivery Facility Operator has a Gas Transporter Licence) or an arrangement with a Pipeline Delivery Facility User for the delivery of gas at the Pipeline Entry Point.
 - ...

7.6 Where the Pipeline Operator has given a Termination Notice it shall be entitled to inform such persons as it thinks fit that it has done so, including the Upstream System Operator, a Pipeline Delivery Facility Operator, and the Supplier and Consumer in relation to any Supply Point of which the Defaulting User was Registered User.

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24 Terms of permitted disclosure

24.1 For the purposes of this Clause 24 "**Disclosing Party**" and "**Protected Party**" shall be construed as follows;

(a) ...

24.2 Where Protected Information is disclosed as permitted under Clause 23.1 the Disclosing Party shall (without prejudice to its obligations under Clause 23.1) take all reasonable steps to secure that the person to whom the information is disclosed:

(a) ...

24.3 Nothing in Clause 23.1 shall apply:

(a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has consented in writing;

...

(i) to an Upstream System Operator, a Pipeline Delivery Facility Operator that has a Gas Transporter Licence, or Downstream System Operator to the extent required to enable such Operator to fulfil its Gas Transporter Licence requirements, the requirements of its Network Code or its duties under any Legal Requirement.

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30 Indemnities

30.1 The amount or amounts for which a Party may be liable to any other Party or Parties pursuant to any indemnity provided for in the Code in respect of any one event or circumstance giving rise to liability under such indemnity shall not exceed:

(a) ...

30.2 For the avoidance of doubt nothing in this Code shall make or be construed as making the Pipeline Operator liable for any loss of any nature (including any indirect or consequential loss) which occurs downstream of the Connection Point and/or Pipeline Entry Point but which arises as a result of or is caused by the act or omission of any person in relation to any obligation owed by or to that person upstream of the Connection Point and/or Pipeline Entry Point and which loss would but for that act or omission not have also been caused by a breach of the Code by the Pipeline Operator .

31 Meaning of Force Majeure

31.1 For the purposes of the Code, subject to Clause 31.2, "**Force Majeure**" means any event or circumstance or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of and could not have been avoided by steps which might reasonably be expected to have been taken by a Party (the "**Affected Party**") and which causes or results in the failure of the Affected Party to perform or its delay in performing any of its obligations owed to any other Party or Parties (each an "**Other Party**") under the Code, including:

(a) ...

...

31.3 The act or omission of:

(a) any agent or contractor of a Party; or

(b) in relation to a Pipeline User, the Upstream System Operator, Pipeline Delivery Facility Operator, or any Supplier or Consumer

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of Clause 31.1 if such person were the Affected Party.

31.4 For the avoidance of doubt, in respect of the Pipeline Operator, "**Force Majeure**" shall include the failure of delivery of gas to the Connection Point and/or Pipeline Entry Point for any reason beyond the Pipeline Operator's control (including any Excluded Offtake Circumstances).

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PART M - DEFINITIONS

The following definitions shall apply:

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“Applicable Liability Gas Price” shall have the meaning ascribed thereto in the UNC;

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“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; and/or

a Pipeline Delivery Facility, the flow of gas into which is metered;

“Pipeline Delivery Facility” shall have the meaning in Part Q 1.2.1

“Pipeline Delivery Facility Operator” shall have the meaning in Part Q 1.2.3

“Pipeline Entry Agreement” shall have the meaning in Part Q 1.3.1

“Pipeline Entry Point” a point on a Pipeline which is designed to permit gas from a facility other than a Large Transporter or another Pipeline to flow through a single pipe into the Pipeline and at which the flow of gas is metered.

“Pipeline Entry Provisions” shall have the meaning in Part Q 1.3.2

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“Transportation Constraint” shall have the meaning in Part Q 3.12;

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PART Q – PIPELINE ENTRY POINT REQUIREMENTS

1 General

1.1 Introduction

- 1.1.1 The provisions of this Part Q shall apply in respect of the delivery of gas to the Pipeline at Pipeline Entry Points.
- 1.1.2 Pipeline Users delivering gas to the Pipeline at a Pipeline Entry Point shall comply with the relevant requirements of this Part Q.
- 1.1.3 Nothing in the Code confers on any person any entitlement to have any pipeline, plant or other installation connected to the Pipeline for the purposes of delivering gas to the Pipeline.
- 1.1.4 The provisions of this Part Q shall not apply in respect of gas flows at Connection Points or to any Upstream System or Pipeline as defined in Part M.

1.2 Pipeline Delivery Facility

- 1.2.1 For the purposes of this Part Q a "Pipeline Delivery Facility" 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 Pipeline at a Pipeline Entry Point.
- 1.2.2 Without prejudice to paragraph 1.1.3, a Pipeline Delivery Facility may be:
- (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;
 - (c) subject to paragraph 1.1.4, the pipeline system that is not a Pipeline as defined in Part M operated by another gas transporter;
 - (d) a pipeline interconnector by which gas is transported from another country;
 - (e) any other pipeline or pipeline system that is not a Pipeline as defined in Part M;
 - (f) a facility for the commingling of gas, at which gas is offtaken from the Pipeline and commingled with other gas prior to the commingled gas being delivered to the Pipeline; or
 - (g) NOT USED
 - (h) a facility for processing gas produced (and transported to such facility) from biomethane and/or bio-synthetic natural gas from renewable gas sources.
- 1.2.3 A "Pipeline Delivery Facility Operator" is the operator of a Pipeline Delivery Facility.
- 1.2.4 A Pipeline Delivery Facility may also be a Downstream System.
- #### 1.3 Pipeline Entry Agreement
- 1.3.1 A Pipeline User may not deliver gas to the Pipeline at any Pipeline Entry Point unless there is in force an Agreement ("Pipeline Entry Agreement") to which the parties include both the Pipeline Operator and the Pipeline Delivery Facility Operator, containing Pipeline Entry Provisions and (if not incorporated into the

Pipeline Entry Provisions) Local Operating Procedures applicable in respect of the Pipeline Entry Point.

1.3.2 For the purposes of the Code "Pipeline Entry Provisions" 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 Pipeline.

1.3.3 NOT USED

1.3.4 A Pipeline Entry Agreement may contain provisions other than Pipeline Entry Provisions.

1.3.5 The existence of a Pipeline Entry Agreement shall not relieve Pipeline Users of any obligation under the Code, and the Transporter shall not be required (for itself or for the benefit of the Pipeline Operator or any Pipeline User) to secure in a Pipeline Entry Agreement any remedy against the Pipeline Delivery Facility Operator nor to take steps to enforce any provision of a Pipeline Entry Agreement.

1.3.6 There may be other persons (in addition to the Pipeline Operator and the Pipeline Delivery Facility Operator) party to a Pipeline Entry Agreement; but a Pipeline User shall not (in its capacity as Pipeline User) be required or entitled to be a party to a Pipeline Entry Agreement.

1.3.7 NOT USED

1.4 Pipeline Entry Point

1.4.1 A Pipeline Entry Point is the Pipeline Entry Point at which a Pipeline Delivery Facility is connected to the Pipeline.

1.4.2 NOT USED

1.4.3 The Pipeline Entry Point will be specified in the applicable Pipeline Entry Provisions.

1.4.4 NOT USED

1.5 Aggregate System Entry Point

NOT USED

1.6 No Network Entry Agreement

NOT USED

1.7 DNO Users

NOT USED

1.8 Trader User

NOT USED

2 Pipeline Entry Provisions

2.1 Availability of Pipeline Entry Provisions

2.1.1 Subject to paragraph 2.1.3, the Pipeline Operator will procure that the Pipeline Delivery Facility Operator will make available to any Pipeline User wishing to deliver gas at a Pipeline Entry Point on request a copy of the Pipeline Entry Provisions and Local Operating Procedures applicable to any Pipeline Entry Point, but shall not be required to provide to any Pipeline User any other details of a Pipeline Entry Agreement.

2.1.2 A Pipeline User who delivers gas to the Pipeline at a Pipeline Entry Point, shall be responsible for obtaining and shall be deemed to have obtained and to be fully

informed of the applicable Pipeline Entry Provisions and Local Operating Procedures.

2.1.3 Paragraph 2.1.1 shall not apply in respect of any particular provision of the Pipeline 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 Pipeline Delivery Facility Operator or where the provision contains personal or confidential information relating to individuals or refers to any other agreement to which the Pipeline Delivery Facility Operator is party.

2.2 Amendment of Pipeline Entry Provisions

2.2.1 Subject to paragraphs 2.2.3 and 2.3.3(a), the Pipeline Entry Provisions applicable pursuant to paragraph 2.3.1 in respect of any Pipeline Entry Point will not be modified other than by agreement between the Pipeline Operator, the Large Transporter and the relevant Pipeline Delivery Facility Operator.

2.2.2 The Pipeline Operator will not agree (for the purposes of paragraph 2.2.1) to a modification of the Pipeline Entry Provisions applicable pursuant to paragraph 2.3.1 except:

(a) NOT USED

(i) NOT USED

(ii) in accordance with paragraph 2.2.3;

(b) NOT USED

2.2.3 Where

(a) the Pipeline Operator, the Large Transporter, and the relevant Pipeline Facility Operator have agreed (subject to a Code Modification) upon an amendment to any such Pipeline Entry Provisions, such Pipeline Entry Provisions may be amended for the purposes of the Code by way of Code Modification pursuant to the Modification Rules;

(b) NOT USED

and for which purposes only the Pipeline Entry Provisions shall be deemed to form part of Code.

2.2.4 Such Pipeline Entry Provisions may (in accordance with the provisions of the relevant Pipeline Entry Agreement) be amended without the consent of any Pipeline User insofar as may be required to enable:

(a) the Pipeline Operator;

(b) the Large Transporter; and/or

(c) the relevant Pipeline Delivery Facility Operator to comply with any Legal Requirement.

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 NOT USED

2.3 Pipeline Entry Provisions

2.3.1 Pipeline Entry Provisions will:

- (a) identify the Pipeline Delivery Facility (by name, location or otherwise);
- (b) specify the relevant 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 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 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 Total 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, 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 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 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 Pipeline Operator, the Large Transporter or any Pipeline User) of the Code; or
- (ii) upon the Pipeline Operator and/or the Large Transporter's application, on the basis that in its opinion non-compliance or inability to comply adversely affects the interests pursuant to the Code of Pipeline Users,

the Pipeline Operator and/or the Large Transporter shall be entitled to refuse (until such time as the Pipeline Operator and/or the Large Transporter is reasonably satisfied that such non-compliance has been remedied) to accept delivery by Pipeline Users to the Pipeline of gas at the relevant System Entry Point, in which case the Pipeline Operator will notify all affected Pipeline Users of such refusal and (subject to any duties of confidence) the relevant circumstances (under paragraph (a)).

2.3.5 Any requirement of the Pipeline 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 Pipeline Operator and/or the Large Transporter, 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.

2.3.6 Nothing contained in a Pipeline Entry Agreement shall be taken to constrain the basis upon which the Transportation Statement may provide for the determination of any Transportation Charges.

2.3.7 Pipeline Entry Provisions may differ as between different Pipeline Entry Points.

2.3.8 Where:

(a) NOT USED

(b) at the relevant Pipeline Entry Point only gas which has first been offtaken from the relevant Pipeline can be delivered to the relevant Pipeline

certain Pipeline Entry Provisions may not be required.

2.4 Gas Entry Conditions

2.4.1 The "Gas Entry Conditions" in respect of a Pipeline 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 Pipeline at the point of delivery (in accordance with paragraph 2.3.1(c)(iii)).

2.4.2 Gas Entry Conditions may include limits, prohibitions or requirements in respect of the following:

(a) composition limits:

- Gross calorific value (maximum and minimum, MJ/m³);
- Wobbe number (maximum and minimum, MJ/m³);
- Hydrogen Sulphide (maximum, ppm);

- Hydrocarbon Dewpoint (maximum °C for specified maximum pressure);
- Water Dewpoint (maximum °C for specified maximum pressure);
- Total Sulphur (maximum volume, ppm expressed as H₂S);
- Oxygen (maximum volume, ppm);
- Inert gases (maximum mol%), including:
 - Carbon Dioxide (maximum mol%); and
 - Nitrogen (maximum mol%);

- (b) delivery temperature (minimum and maximum °C);
- (c) contaminants - materials, dust or other solid or liquid matter;
- (d) odour; and
- (e) the pressure (maximum and minimum, bar g) at which and against which gas may be required to be delivered to the Pipeline.

2.4.3 Pipeline 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.

2.4.4 For the purposes of this Part Q "delivery characteristics" are the characteristics of gas delivered or tendered for delivery to the Pipeline in respect of which Gas Entry Conditions apply in respect of any Pipeline Entry Point.

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 Pipeline, 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).

2.5 Measurement Provisions

2.5.1 The "Measurement Provisions" in respect of a Pipeline Entry Point are the procedures, methods and standards by which:

- (a) gas delivered or tendered for delivery to the Pipeline at that point will be measured, sampled and analysed;
- (b) the volume, calorific value, quantity, and delivery characteristics of such gas will be determined; and
- (c) the Pipeline Operator, the Large Transporter and the Pipeline Delivery Facility Operator will inform each other of the determinations made under paragraph (b).

2.5.2 "Measurement Equipment" is the metering, sampling, analysis and other equipment required by the Measurement Provisions to be installed (whether at the Pipeline Delivery Facility or on the Pipeline).

2.5.3 The Measurement Provisions:

- (a) provide in respect of each Pipeline Entry Point, for the ascertainment of the aggregate quantity of gas delivered to the Pipeline on a Day at that

Pipeline Entry Point (the “ **Pipeline Entry Point Daily Quantity Delivered** ”):

- (b) and will provide for the such Entry Point Daily Quantity Delivered to be determined and (if not determined by the Pipeline Operator and/or Large Transporter) communicated to the Pipeline Operator and/or the Large Transporter.

2.5.4 Measurement Provisions may include:

- (a) standards of accuracy and procedures for testing and calibration of Measurement Equipment;
- (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
- (c) terms upon which any difference or dispute between the Pipeline Delivery Facility Operator and the Pipeline Operator and/or the Large Transporter 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).

2.5.5 Each Pipeline User acknowledges that the volume, calorific value, quantity and delivery characteristics of gas delivered or tendered for delivery (by Pipeline Users in aggregate) to the Pipeline at a Pipeline Entry Point, and the compliance or non-compliance with the applicable Gas Entry Conditions in respect thereof, will be established (by the Pipeline Operator, the Large Transporter and the Pipeline Delivery Facility Operator pursuant to the Pipeline 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.

2.6 Local Operating Procedures

2.6.1 The "Local Operating Procedures" in respect of a Pipeline Entry Point or Pipeline Entry Points are procedures for coordination between the Pipeline Operator, the Large Transporter and the Pipeline Delivery Facility Operator in connection with the operation of the Pipeline Delivery Facility and the part of the Pipeline at which it is connected, including the exchange of information between the Pipeline Operator, the Large Transporter and the Pipeline Delivery Facility Operator.

2.6.2 Local Operating Procedures will provide for the Pipeline Delivery Facility Operator to provide information ("Local Operating Information") to the Pipeline Operator and/or the Large Transporter as to the rates at and quantities in which gas is expected to be delivered to the Pipeline at the Pipeline Entry Point at intervals during and at the end of the Gas Flow Day.

2.6.3 Except with the prior written consent of the Pipeline Delivery Facility Operator the Pipeline Operator will not and will not be required to provide to any Pipeline User any information provided by the Pipeline Delivery Facility Operator under the Local Operating Procedures.

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:

- (a) NOT USED
- (b) by a Large Transporter in the operating and planning the operation of its System(s);

(c) by a Pipeline Operator in the operating and planning the operation of its Pipeline.

2.6.5 Local Operating Procedures may provide for the Pipeline Delivery Facility Operator and the Pipeline Operator and/or the Large Transporter to agree at any time:

(a) for the purposes of enabling any inspection, repair or maintenance to be carried out in respect of the Pipeline Delivery Facility or any related part of a relevant Pipeline and/or Large Transporter System;

(b) for the purposes of avoiding a Transportation Constraint, or enabling the delivery of gas notwithstanding a Transportation Constraint; or

(c) in any other circumstances (affecting facilities upstream of the Pipeline Entry Point) provided for in such procedures.

that the Pipeline Delivery Facility Operator will arrange for the quantity of gas to be delivered to the Pipeline to be delivered at a rate which will vary during the Day, and/or during a part only of the Day.

2.6.6 Local Operating Procedures may contain procedures pursuant to which the Pipeline Operator and the Large Transporter may permit for limited periods the delivery of gas which does not comply with the applicable Gas Entry Conditions.

2.6.7 The Pipeline Operator and the 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.

3 Delivery Of Gas To The Pipeline At Pipeline Entry Points

3.1 Delivering Pipeline Users

3.1.1 All gas delivered or tendered for delivery to the Pipeline at a Pipeline Entry Point on a Day shall be deemed to be delivered or tendered for delivery by the Delivering Pipeline User(s), irrespective of any act or omission of the Pipeline Delivery Facility Operator or any other person.

3.1.2 For the purposes of this Part Q:

(a) The amount determined to be the Pipeline Entry Point Daily Quantity Delivered in respect of any Pipeline Entry Point for the Gas Flow Day may be revised at any time up to and including the 5th following Day, but no revision will be made to such quantity after the 5th Day after the Gas Flow Day;

(b) in relation to a Pipeline Entry Point, a “Delivering Pipeline User” is a Pipeline User treated as delivering gas to the Total System at that point on that Day.

3.2 Delivered gas

3.2.1 The gas delivered or tendered for delivery to the Pipeline at a Pipeline Entry Point shall for all purposes of the Code be assumed to be a single homogenous gas stream.

3.2.2 NOT USED

3.2.3 NOT USED

3.3 Compliance with Gas Entry Conditions

3.3.1 Subject to paragraphs 2.6.6 and 3.5, a Pipeline User shall not deliver gas or tender gas for delivery to the Pipeline at a Pipeline 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 Pipeline at a Pipeline Entry Point (whether or not resulting from any procedures referred to in paragraph 2.6.6) the Pipeline Operator 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 Pipeline Operator's 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 Pipeline Operator 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 Pipeline 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 Pipeline, each Delivering Pipeline User shall be liable to pay to the Pipeline Operator an amount determined in accordance with paragraph 3.4.

3.3.6 Where the Pipeline Operator first becomes aware (pursuant to the applicable Measurement Provisions or otherwise) that non-compliant gas is being or has been delivered to the Pipeline at a Pipeline Entry Point on any Day, the delivery of which is likely in the Pipeline Operator's opinion to entitle the Pipeline Operator to claim any material sum under paragraph 3.4, the Pipeline Operator will as soon as reasonably practicable inform Pipeline Users of that fact; provided that no failure by the Pipeline Operator so to inform any Pipeline User shall affect the Pipeline Operator's 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 Pipeline Entry Point, in respect of which or the delivery or 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.

3.3.8 NOT USED

3.3.9 NOT USED

3.4 Payment in respect of non-compliant gas

3.4.1 Subject to paragraphs 3.4.2 and 3.4.3, the amount payable by a Delivering Pipeline User to the Pipeline Operator under paragraph 3.3.5 shall be its Delivery Proportion of all reasonable costs and expenses reasonably incurred by the Pipeline Operator in consequence of the delivery of the non-compliant gas, including (without limitation) costs and expenses incurred:

(a) in cleaning or clearing any part of the relevant Pipeline; and/or

(b) in taking reasonable measures (excluding any Operational Balancing Steps) to secure that the relevant Pipeline can be operated in accordance with applicable Legal Requirements notwithstanding the delivery or continued delivery of such non-compliant gas.

3.4.2 The amount payable by a Delivering Pipeline 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 Pipeline at the relevant Pipeline Entry Point on the relevant Day multiplied by the Applicable Liability Gas Price.

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 Pipeline at a Pipeline Entry Point on more than one Day:

(a) NOT USED

(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.

3.4.4 Where any amount has become payable to the Pipeline Operator pursuant to paragraph 3.3.5:

(a) the Pipeline Operator shall as soon as reasonably practicable after the Entry Close-out Date so notify each Delivering Pipeline User specifying:

(i) the relevant Pipeline Entry Point and the Day or Days on which non-compliant gas was delivered to the Pipeline;

(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;

(iii) reasonable details of the costs and expenses referred to in paragraph 3.4.1 and the purposes for which they were incurred;

(iv) NOT USED; and

(b) the amounts payable by each Delivering Pipeline User shall be invoiced and are payable in accordance with Part G.

3.4.5 Any dispute (other than one resolved pursuant to Pipeline Entry Provisions under paragraph 2.5.4) as to anything specified by the Pipeline Operator under paragraph 3.4.4(a) shall be referred to Expert Determination.

3.4.6 Paragraph 3.3.5 and this paragraph 3.4 do not apply and Delivering Pipeline 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.

3.4.7 NOT USED

3.4.8 NOT USED

3.4.9 NOT USED

3.5 Special Delivery Arrangement

NOT USED

3.6 Delivery of gas

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.

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.

3.6.3 Each Pipeline User warrants to the Pipeline Operator:

- (a) that such Pipeline User will have title (at the point of delivery) to all gas delivered or tendered for delivery to the Pipeline at any Pipeline Entry Point by that Pipeline User; and
- (b) that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before delivery thereof to the Pipeline.

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.

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.

3.7 Acceptance of gas delivered to the Total System

NOT USED

3.8 ISEP capability

NOT USED

3.9 Restricted delivery of gas

3.9.1 Where the Pipeline Operator determines that a Transportation Constraint is imminent or has arisen at a Pipeline Entry Point the Pipeline Operator may take any available steps to curtail (or by so informing the Pipeline Delivery Facility Operator or Pipeline Users to secure the curtailment of) gas flow rates at the relevant Pipeline Entry Point.

3.9.2 Where a Transportation Constraint affects more than one Pipeline Entry Point and the Pipeline Operator 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 Pipeline Operator.

3.9.3 Without prejudice to the applicable Local Operating Procedures and any applicable Legal Requirement, to the extent that the Pipeline Operator is not obliged (pursuant to paragraph 3.11.5) to accept delivery of gas at a Pipeline Entry Point, nothing in the Code shall be taken to require the Pipeline Operator to take any steps to prevent the increase of pressure within the Pipeline adjacent to a Pipeline Entry Point to a level at which gas will not flow from the Pipeline Delivery Facility into the Pipeline.

3.10 Rates of delivery

NOT USED

3.11 Further provisions in respect of Pipeline Entry Points

3.11.1 NOT USED

3.11.2 NOT USED

3.11.3 In respect of a Pipeline Entry Point:

(a) NOT USED

(b) a Delivering Pipeline User will pay the relevant transportation charge (if any) as set out in the Transportation Statement.

3.11.4 A Delivering Pipeline User wishing to deliver gas at a Pipeline Entry Point acknowledges and shall be subject to the terms of the Pipeline Entry Provisions.

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 Delivering Pipeline User at a rate (in kWh/Day) not exceeding the maximum permitted flow in accordance with the Pipeline Entry Provisions.

3.11.6 NOT USED

3.11.7 NOT USED

3.11.8 NOT USED

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.

3.12 Transportation Constraint

3.12.1 A “Transportation Constraint” is a constraint in or affecting any part of the Pipeline at any time, as a result of which (having regard to operational requirements as to pressures in any part of the Pipeline) gas flows in any part of the Pipeline are or (but for anything done by a Pipeline Operator) would be restricted, whether such constraint results from the size of any part of the Pipeline, the operation or failure to operate any part of the Pipeline, or the extent or distribution of supply or demand in any part of the Pipeline

3.12.2 A Pipeline Entry Point is “affected” by a Transportation Constraint where the Pipeline Operator is or (but for anything done by that Pipeline Operator or any other Pipeline Operator) would be unable to accept delivery of gas or make available gas for offtake at that System Point, or its ability to do so is impaired, by reason of a Transportation Constraint.

3.12.3 A Transportation Constraint includes a constraint which arises by reason of Programmed Maintenance or other maintenance (but without prejudice to the provisions of Part H).

3.12.4 In determining whether there is at any time a Transportation Constraint all gas flows planned by any Pipeline Operator shall be taken into account.