

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.

Commented [AJ1]: Redefining to give clarity that the RPC backing data is incorporated within the definition of 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 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) or

(iii) the CDSP managed and operated communication mechanism and the ability of the CDSP or the Pipeline Operator to receive or send the RPC Supporting Data to the Pipeline User as required in this Clause 3.

~~(g)~~ 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.

Commented [AJ2]: Pipeline Operator issues

Commented [AJ3]: CDSP issues.
Definition unaltered

Commented [AJ4]: IX Issues impacting the CDSP and Pipeline Operators ability to send the RPC Supporting Data specifically for this issue.

Commented [AJ5]: Noting that this says ‘each’ - will this be true of RPC Supporting Data?

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

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

4.6 ~~Where the Pipeline Operator's Network Code so provides, the Pipeline Operator will submit RPC Supporting Data to the Pipeline User by the communication method in the form and manner described in Clause 4.11. Where the Pipeline Operator's Network Code so provides, the Pipeline Operator will submit the other Invoice Documents to Pipeline Users by System Communication in the form and the manner described in the Manual and subject to Clause 4.7 will be accompanied by the supporting data specified in respect of each item in the Manual (the supporting data in respect of any such System Communication comprising all data contained therein other than that described in Clause 4.1 and the RPC Supporting Data). 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.

4.10.11 ~~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 ~~thean~~ Invoice Documents 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.

Commented [AJ6]: This carves out that RPC data goes on the IX, all other Invoice Documents are sent as previously required

Commented [AJ7]: Missing bracket

Commented [AJ8]: Relevance of this clause as 4.6 has been amended?

Commented [AJ9]: Specific requirement re RPC backing data

5-25.3 Where the deadline in paragraph 5.1 cannot be met for the RPC Supporting Data the Pipeline Operator shall provide the data to the Shipper at the earliest opportunity and in the event of a delay the Pipeline Operator shall provide daily updates in respect of the delay to the relevant Pipeline User's contact for the duration of the delay."

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 ~~24.2(e)~~3.3(i)(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 ~~3.3(i)24.2(e)~~(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 ~~3.3(i)24.2(e)~~(ii).

9.2 Contingency Invoicing

9.2.1 In the event of any System Failure under paragraph ~~3.3(i)24.2(e)~~(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.

Commented [AJ10]: System Failure reference corrected to new definition location Part G 3.3

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 [3.3\(i\)24-2\(e\)\(ii\)](#) 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 [3.3\(i\)24-2\(e\)\(ii\)](#),
 - 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 [3.3\(i\)24-2\(e\)\(ii\)](#).

- (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 ~~2+3.3(i)-2(e)~~(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 ~~3.3(i)24-2(e)~~(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 ~~3.3(i)24-2(e)~~(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 ~~3.3(i)24-2(e)~~(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 described in 3.3(i)(iii) 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 User's contact of the circumstances of the System Failure.

9-3(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, or email.

Commented [AJ11]: Actions to be taken in the event of a System Failure preventing the Pipeline Operator from sending the data.

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.

PART M - DEFINITIONS

The following definitions shall apply:

.
. .
.

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

“RPC Supporting Data” is invoice supporting data and is an Invoice Document;

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

.
. .
.

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

“System Failure” shall have meaning in Part G 3.3;

~~“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 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);

Commented [AJ12]: Still to be amended with amended definition and here for reference

Commented [AJ13]: Definition does not marry with that deleted from Credit Control provisions.

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

Commented [AJ14]: For reference

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 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)

Commented [AJ15]: Definition not needed

Commented [AJ16]: Definition needed - to be added to Issues Register and confirmed along with other Clause 21 references

Commented [AJ17]: Amended and added to Part G Clause 3.3 and Part M - Definitions

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 under 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.

Commented [AJ18]: Time limited provisions for the implementation of the modification