

DRAFT LEGAL TEXT CHANGES FOR IGT181 (as of DD MONTH YEAR)

Further information on *IGT181 - Revision of Virtual Last Resort User and Contingent Procurement of Supplier Demand Event Triggers* can be found on the [IGT181 webpage](#).

DRAFTING KEY

Black: Existing IGT UNC provisions

Red: Draft legal text changes for IGT181

Please note that the Code Administrator has used the legal drafting for [UNC0854 – Revision of Virtual Last Resort User and Contingent Procurement of Supplier Demand Event Triggers](#) dated 25th October 2023 as reference.

PROPOSED AMENDMENTS TO IGT UNC PART G - PIPELINE TRANSPORTATION CHARGES, INVOICING, PAYMENT AND CODE CREDIT

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.
- 7.5 Where a Pipeline User has been given notice (a "User Premises Termination Notice") and is a Premises Termination User in accordance with paragraph 4.8.9 of UNC TPD Section G, the following UNC provisions shall apply with regards to User Premises Termination:

UNC TPD Section D paragraph 6.1.2.

UNC TPD Section E paragraphs 10.1.1, 10.1.2, 10.2.1 10.2.2 and 10.3.1.

UNC TPD Section G paragraphs 4.8.1, 4.8.2 to 4.8.11

UNC TPD Section G paragraphs 4.8.12 a) b) i) ii) and iv)

UNC TPD Section G paragraphs 4.8.13 to 4.8.16, 5.1.3, 5.7.8, 5.8.2 and 5.8.3.

Commented [TL1]: UNC has been referenced directly as we cannot apply provisions to NGT.

Commented [TL2]: UNC TPD D 6.1.2: (BR3), (BR2), (BR6), (BR5)

Commented [TL3]: UNC TPD E 10.1.1: (BR1) (BR3) (BR4)
UNC TPD E 10.1.2: (BR1)
UNC TPD E 10.2.1: (BR4)
UNC TPD E 10.2.2: (BR4)

Commented [TL4]: UNC TPD G 4.8.2: (BR1), (BR2), (BR3).
UNC TPD G 4.8.3: (BR3)
UNC TPD G 4.8.4: (BR3)
UNC TPD G 4.8.5: (BR3)
UNC TPD G 4.8.6: (BR3)
UNC TPD G 4.8.7: (BR3)
UNC TPD G 4.8.8: (BR3)
UNC TPD G 4.8.9: (BR1) & (BR2)
UNC TPD G 4.8.10: (BR1) & (BR2)
UNC TPD G 4.8.11: (BR1) & (BR2).

Commented [TL5]: UNC TPD G 4.8.12: (BR2) & (BR8)

Commented [TL6]: UNC TPD G 4.8.13: (BR2)
UNC TPD G 4.8.14: (BR1) & (BR7b)
UNC TPD G 4.8.15: (BR2)
UNC TPD G 5.1.3: (BR7)
UNC TPD G 5.7.8: (BR7)
UNC TPD G 5.8.2 & 5.8.3: (BR7)

Commented [TL7]: Changes here cover TPD G 4.8.2(a)

Commented [TL8]: Referenced the UNC provisions directly as I cannot include NGT under code so this wording varies slightly to UNC wording.

PROPOSED AMENDMENTS TO IGT UNC PART CI – SUPPLY POINTS

11 Supplier of Last Resort

- 11.1 For the purposes of Clauses 11.2 to 11.6
- (a) where a Pipeline User has been given a Termination Notice by the Pipeline Operator (under Part K)) or a User Premises Termination Notice has been given (under UNC TPD Section G 4.8.9) all Supply Meters in respect of which the Discontinuing User was the Registered User immediately prior to the User Discontinuance Date, or as the case may be may be all the Supply Meter Points comprised in the Terminated Supply Points, shall be known as the "Terminated Supply Meter Points".
- (b) A "Supplier of Last Resort" is a supplier who by virtue of Standard Condition 29 of the Supplier's Licence has been directed by the Authority to supply gas in

- accordance with that condition in respect of any or all of the Terminated Supply Meter Points;
- (c) **"the Last Resort User"** is a Pipeline User who is the first Pipeline User, following appointment of the Supplier(s) of Last Resort, to become the Registered User of all of the Terminated Supply Meter Points;
 - (d) **"day of issue"** is the day following the day of notification;
 - (e) **"day of notification"** is the Day on which the Pipeline Operator receives written notice from the Authority of the appointment and identity of the Last Resort User;
 - (f) **"TSMP Information"** is relevant information (including, but not limited to, Protected Information) relating to the Terminated Supply Meter Points to which the Discontinuing User or Premises Termination User would have had access pursuant to the provisions of the Code, immediately prior to the User Discontinuance Date or (as the case may be) Premises Termination Date.
- 11.2 Where the Pipeline Operator has given a Termination Notice (under Part K7) or a User Premises Termination Notice has been given (under UNC TPD Section G 4.8.9) to a Pipeline User and (in either case) the Authority directs a Supplier of Last Resort in respect of a Terminated Supply Meter Point, then notwithstanding any other provision of the Code the Last Resort User shall become the Registered User of the Terminated Supply Meter Points, thereby accepting the benefit of the rights and the burden of obligations under the Code, the Framework Agreement and any relevant Ancillary Agreement, in respect of the Terminated Supply Meter Points (including without limitation the payment of Transportation Charges in respect thereof) with effect from and including the date of appointment of the Supplier of Last Resort.
- 11.3 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points, the CDSP shall use reasonable endeavours, subject to Clauses 20.4 to 20.6 to provide to the Last Resort User on the day of issue a copy of the TSMP Information.
- 11.4 By virtue of this Clause 20.4, the Discontinuing User or (as the case may be) Premises Termination User, hereby is deemed to have given its written consent for the purposes of both Part K and Section 105 of the Utilities Act 2000 to the Pipeline Operator to disclose to the Last Resort User the TSMP Information pursuant to Clause 20.3.
- 11.5 It is acknowledged that the TSMP Information contains information which has been provided to the Pipeline Operator by the Discontinuing User or (as the case may be) Premises Termination User, and accordingly the Last Resort User hereby acknowledges and agrees that:
- (a) the TSMP Information disclosed to it pursuant to Clause 20.3 above shall not have been independently verified;
 - (b) it shall be solely responsible for making its own judgement and decision on the TSMP Information disclosed to it;
 - (c) neither the CDSP, nor any of its employees, agents, consultants, advisers or directors accept responsibility for, or make any representation or warranty (express or implied) regarding, the accuracy or completeness of the content of the TSMP Information; and
 - (d) the CDSP shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.

Commented [TL9]: Changes here cover TPD G 4.8.2(f)

Commented [TL10]: Changes here cover TPD G 4.8.3

Commented [TL11]: Changes here cover TPD G 4.8.6

Commented [TL12]: Changes here cover TPD G 4.8.7

- 11.6 For the purposes of Clause 20.3, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Pipeline Operator may reasonably require, including without limitation, executing any relevant documents, deeds and assignments or perform such acts necessary to ensure compliance with the provisions of the Data Protection Act 2018
- 11.7 Where a Pipeline User has been given notice (a User Premises Termination Notice) and is a Premises Termination User in accordance with paragraph 4.8.9 of UNC TPD Section G, UNC TPD Section G paragraphs 4.8.2 to 4.8.16 shall apply with regards to Supplier of Last Resort provisions with the exception of paragraphs 4.8.12 b), iii) and v).

Commented [TL13]: Have added new 11.7 to cover off the new 4.8.9 to 4.8.16 in UNC TPD G. Have also not allowed for 4.8.12 b), iii) and v) to apply as they relate to shared supply points which we do not currently allow.

PROPOSED AMENDMENTS TO IGT UNC PART M - DEFINITIONS

"User Premises Termination Notice" shall have the meaning ascribed in the UNC TPD G 4.8.9.

"Premises Termination User" shall have the meaning ascribed in the UNC TPD G 4.8.9.