

UNIFORM NETWORK CODE – OFFTAKE ARRANGEMENTS DOCUMENT

SECTION G

MAINTENANCE

1 Introduction

1.1 General

1.1.1 This Section G sets out the basis on which, and the extent to which, the maintenance of the NTS and each LDZ will (as between the Parties) be planned and coordinated and certain related issues.

1.1.2 References in this Document to maintenance (of the NTS or an LDZ or any part thereof) shall include:

- (a) maintenance, inspection, repair, replacement, reinstatement and recommissioning thereof;
- (b) works for the expansion, reinforcement or extension thereof;
- (c) any inspection, testing and commissioning of works within paragraphs (a) and (b);
- (d) any other works which are maintenance for the purposes of TPD Section L.

1.2 Relevant Maintenance

1.2.1 For the purposes of this Document, maintenance (of the NTS or an LDZ) to be carried out by any Party is "**Relevant Maintenance**" in relation to another Party (the "**affected**" Party) where such maintenance:

- (a) is maintenance ("**Safety Relevant Maintenance**") which can be carried out safely only if the affected Party is aware of the carrying out of such maintenance (whether such maintenance is of a routine or non-routine nature); or
- (b) is maintenance ("**Flow Relevant Maintenance**") of the NTS the carrying out of which (by National Gas Transmission) of which has or is likely to have a significant effect upon the ability of a DNO (as affected Party) to cause or permit flows of gas (within its entitlements as DNO User under the Transportation Principal Document) at an NTS/LDZ Offtake; or
- (c) is maintenance the carrying out of which by the downstream Party has or is likely to have a significant effect on the flows of gas at an Offtake which the affected Party (as the upstream Party) has specified under paragraph 1.2.3;
- (d) is maintenance ("**Measurement Equipment Maintenance**") to be carried out by the downstream Party of Measurement Equipment at an Offtake for which the affected Party is the upstream Party; or
- (e) is maintenance of the NTS or a LDZ the carrying out of which requires or is proposed on the basis of the opening of a NTS/LDZ Closed Offtake;
- (f) is maintenance of an LDZ the carrying out of which requires or is proposed on the basis of:
 - (i) the flow of gas at an LDZ/LDZ Offtake outside the Offtake Parameter Values; or
 - (ii) the opening of a LDZ/LDZ Closed Offtake;

for which the affected Party is the other Party.

1.2.2 For the avoidance of doubt, maintenance may be Relevant Maintenance within more than one of the categories in paragraph 1.2.1.

- 1.2.3 The upstream Party may (by notice to the downstream Party) specify an Offtake for the purposes of paragraph 1.2.1(c) where the upstream Party considers that, if flows of gas at the Offtake are significantly affected by maintenance carried out by the downstream Party on the downstream System, its ability to operate other parts of the upstream System may be materially affected (provided that this shall impose no obligations on the downstream Party other than as to the inclusion of such planned maintenance in its Maintenance Programme).

1.3 SCO Interface Procedures

- 1.3.1 Relevant Maintenance must be planned and carried out in accordance with applicable requirements of the SCO Interface Procedures (as provided in paragraph 3.2 below).

1.4 Obligations to Users

- 1.4.1 For the avoidance of doubt, it is the responsibility of each Party:
- (a) to determine the effects of any maintenance (whether carried out by itself on its System, or by another Party on another System) on the availability of gas for offtake at any System Exit Point on that Party's System; and
 - (b) to give any notices to Users which are required to be given (or which such Party is entitled to give) under the Transportation Principal Document in relation to such effect, and otherwise to keep Users or other persons informed (to the extent required by the Transportation Principal Document or any Legal Requirement) as to such effect;

and a Party carrying out maintenance in relation to its System shall have no responsibility for any such determination, notice or information relating to any other Party's System.

1.5 Actions required for safety

- 1.5.1 Without prejudice to:
- (a) any duty pursuant to the Act, the Gas Safety Management Regulations, any Transporter's Licence or any Safety Case; or
 - (b) the provisions of the Transportation Principal Document;

nothing in this Section G shall prevent a Party from taking any action in relation to its System necessary in order to avoid an imminent and significant risk to the safe operation of its System; provided that such Party shall give as much notice as possible to affected Parties of such action and shall so far as practicable in the circumstances endeavour to plan and take such action in accordance with the provisions of this Section G.

2 Maintenance Programming

2.1 Maintenance Programme

- 2.1.1 For the purposes of this Document:
- (a) a "**Maintenance Programme**" is a programme to be prepared by a Party (the "**planning**" Party) in relation to another Party (as affected Party) for the carrying out, over a 24 month period, of planned maintenance of the planning Party's System which is Relevant Maintenance in relation to that other Party; and
 - (b) "**Planned Maintenance**" is maintenance which is planned in a final (or updated final) Maintenance Programme;

- (c) a reference (in the context of any Relevant Maintenance) to the Parties is a reference to the planning Party and the affected Party.

2.1.2 A Maintenance Programme shall contain at least the information set out in Annex G-1.

2.2 Planning cycle

2.2.1 Each Party (as planning Party) shall:

- (a) prepare, and provide to and consult with the affected Party in relation to, a draft Maintenance Programme, setting out the Relevant Maintenance which such Party proposes to carry out in the relevant period;
- (b) prepare (consistent with paragraph 2.2.6) and provide to the affected Party a final Maintenance Programme; and
- (c) update such Maintenance Programme to take account of all planned changes to such maintenance, and provide such updated Maintenance Programme to the affected Party;

periodically in accordance with (and in relation to the periods, and by the times specified in) the applicable part of Annex G-2.

2.2.2 A DNO (as planning Party) may provide indicative maintenance information to National Gas Transmission (in advance of the preparation of the first draft Maintenance Programme) as provided in Annex G-2.

2.2.3 The planning Party shall indicate in the draft Maintenance Programme what maintenance (planned in the programme):

- (a) it considers should be treated as Safety Relevant Maintenance; and
- (b) is Flow Relevant Maintenance (in the case of National Gas Transmission), Measurement Equipment Maintenance; and maintenance within each other category in paragraph 1.2.1.

2.2.4 Following receipt of the draft Maintenance Programme, and at any time until 2 weeks before the next date on which the planning Party is to provide a further draft or final Maintenance Programme:

- (a) the affected Party may submit comments on the draft Maintenance Programme to the planning Party, and the planning Party may itself comment on such comments;
- (b) in particular, the affected Party may notify the planning Party that it considers that particular maintenance (in addition to what was identified under paragraph 2.2.3(a)) should be treated as Safety Relevant Maintenance; and
- (c) if either the affected Party or the planning Party so requests, the Parties will meet for the purposes of discussing the draft Maintenance Programme and their respective comments.

2.2.5 Maintenance shall be treated as Safety Relevant Maintenance if either the planning Party or an affected Party considers that it should be so treated and so notifies the other Party pursuant to paragraph 2.2.3(a) or 2.2.4(b); and the planning Party shall ensure that the final Maintenance Programme (and each update thereof) is prepared accordingly.

2.2.6 The final Maintenance Programme (and each update thereof):

- (a) shall contain only maintenance which is Relevant Maintenance in relation to the affected Parties; and
- (b) shall specify what maintenance (planned in the programme) is Safety Relevant Maintenance, Flow Relevant Maintenance, Measurement Equipment Maintenance and maintenance falling

within any other category in paragraph 1.2.1, and which Party(ies) is or are the affected Party(ies) in respect of each such item of maintenance.

- 2.2.7 The planning Party may, but shall not be required to, prepare and provide to other Parties a consolidated Maintenance Programme containing maintenance which is Relevant Maintenance for all such Parties.

2.3 Maintenance Planning

- 2.3.1 The Parties shall endeavour in good faith to cooperate with a view to accommodating their respective comments in relation to a draft Maintenance Programme, but (subject to paragraph 2.2.5) the planning Party shall not be obliged to modify its draft Maintenance Programme, prepare a final Maintenance Programme or update a Maintenance Programme to reflect the comments or requests of the affected Party.

- 2.3.2 The planning Party will (and shall be entitled to) prepare its draft, final or updated Maintenance Programme for each affected Party consistent with the equivalent Maintenance Programme for each other affected Party, and (in the case of National Gas Transmission) consistent with the 'Maintenance Programme' prepared (in relation to the NTS) pursuant to TPD Section L.

2.4 Revision of Maintenance Programmes

- 2.4.1 Each Party shall be entitled to revise its final (or updated) Maintenance Programme (as to the parts of the System on which Planned Maintenance is to be carried out, the nature or extent of the Planned Maintenance to be carried out, and/or the dates on which any Planned Maintenance is to be carried out) by giving notice of such revision to the affected Party in accordance with paragraph 2.4.2.

- 2.4.2 Notice of a revision to the Maintenance Programme:

- (a) shall (subject to paragraph 2.4.3) be given not less than thirty (30) Business Days (or such shorter period as the Parties may agree in accordance with paragraph 2.4.4) before:
 - (i) the commencement of the relevant Planned Maintenance as so revised; or
 - (ii) where such revision defers the commencement of Planned Maintenance, its commencement according to the Maintenance Programme before such revision; and
- (b) shall specify the Planned Maintenance subject to such revision and the revised dates on which such Planned Maintenance will be carried out.

- 2.4.3 For the purposes of paragraph 2.4.2(a), where a Party agrees, at the request of the affected Party (including without limitation upon a request under paragraph 3.3), to modify its plans for maintenance of its System, notice of the revision of its Maintenance Programme to reflect such modification shall be given as soon as reasonably practicable after such modification was agreed.

- 2.4.4 The affected Party will use reasonable endeavours to accept notice of less than thirty (30) Days of a revision to the Maintenance Programme, having regard (inter alia) to whether the affected Party has (on the basis of the prevailing Maintenance Programme) given, or (on the basis of the revision to the Maintenance Programme) would expect to give, notification to any User under TPD Section L4.2.1(b) or (c).

- 2.4.5 The final (or updated) Maintenance Programme as revised shall take effect from the date of such notice.

2.5 Flow Relevant Maintenance

- 2.5.1 National Gas Transmission shall (subject to and in accordance with this paragraph 2.5) specify, in the final and each updated Maintenance Programme for the NTS, in relation to each item of Flow Relevant Maintenance, for each NTS/LDZ Offtake at which the flow of gas is (or is likely to be) affected by such maintenance:

- (a) the Day or Days on which such LDZ Offtake will be (or is likely to be) affected by such maintenance; and
 - (b) the anticipated effect of such maintenance on the ability of the DNO to cause or permit the flow of gas at such Offtake.
- 2.5.2 For the purposes of this Document a "**Flow Relevant Maintenance Day**" in relation to an NTS/LDZ Offtake is a Day specified in the Maintenance Programme for the NTS (prevailing on such Day) pursuant to paragraph 2.5.1(a).
- 2.5.3 For the avoidance of doubt in paragraph 2.2.6 the Maintenance Programme is the final or revised Maintenance Programme as from time to time revised pursuant to paragraph 2.4, but (without prejudice to the provisions of the Code as to Force Majeure) disregarding any revision made, on less notice than otherwise required under paragraph 2.4, to reflect Urgent Maintenance carried out by National Gas Transmission under paragraph 3.4.
- 2.5.4 For the purposes of TPD Section L4.3.2:
- (a) subject to paragraph (b), the maximum permitted number of Flow Relevant Maintenance Days in relation to any NTS/LDZ Offtake is eight (8);
 - (b) the maximum permitted number of Flow Relevant Maintenance Days in relation to any one or more NTS/LDZ Offtakes may be increased (above the limit in paragraph (a)) by a maximum aggregate (for all NTS/LDZ Offtakes serving one LDZ) of ten (10) Days, provided that there is a commensurate reduction in the maximum permitted number of Flow Relevant Maintenance Days for one or more other NTS/LDZ Offtakes serving the same LDZ;
 - (c) increases and corresponding decreases (in accordance with paragraph (b)) in the maximum permitted number of Flow Relevant Maintenance Days in relation to NTS/LDZ Offtakes will be specified in National Gas Transmission's draft, final and updated Maintenance Programmes.

2.6 Maintenance reporting

- 2.6.1 In relation to each Offtake, the downstream Party shall, no later than the last Day of each month, provide to the upstream Party a report, prepared in accordance with paragraph 2.6.2, in respect of Measurement Equipment Maintenance (if any) carried out in the preceding month.
- 2.6.2 The report referred to in paragraph 2.6.1 shall specify, in relation to each Offtake at which Measurement Equipment Maintenance was carried out in the relevant month:
- (a) the identity of the Offtake;
 - (b) the date(s) on which the Measurement Equipment Maintenance was performed; and
 - (c) the works undertaken as part of such Measurement Equipment Maintenance.

3 Carrying out maintenance

3.1 Compliance with Maintenance Programme

- 3.1.1 A Party shall not carry out Relevant Maintenance other than as provided in its Maintenance Programme, except pursuant to paragraph 3.3 or 3.4.

3.2 Compliance with SCO Interface Procedures

- 3.2.1 Each Party shall ensure that it carries out all Relevant Maintenance in accordance with applicable requirements of the SCO Interface Procedures.

3.2.2 Each Party shall at its cost comply with the SCO Interface Procedures so far as they require such compliance) in relation to Relevant Maintenance carried out by (and included in the Maintenance Programme of) another Party.

3.2.3 Without prejudice to the generality of paragraph 3.2.1, each Party shall ensure that appropriate notice is given to all affected Parties prior to the commencement of any Relevant Maintenance, in accordance with applicable requirements of the SCO Interface Procedures.

3.3 Postponement of maintenance

3.3.1 An affected Party may request another Party (the "**maintenance**" Party) to postpone any Relevant Maintenance to be carried out by the maintenance Party where, in the reasonable opinion of the affected Party, the carrying out of such Relevant Maintenance in accordance with the maintenance Party's Maintenance Programme would compromise the safe operation by the affected Party of its System.

3.3.2 The affected Party shall give notice to the maintenance Party:

- (a) specifying the Relevant Maintenance which is to be postponed;
- (b) specifying the minimum period by which (in the affected Party's reasonable opinion) such Relevant Maintenance should be postponed in order to avoid such compromise to safety; and
- (c) providing an explanation of the affected Party's reasons for requiring such postponement.

3.3.3 Following such notice:

- (a) the Parties shall discuss the matter;
- (b) the maintenance Party shall not withhold its agreement to the other Party's request, unless in its reasonable opinion the postponement of the Relevant Maintenance would compromise the safe operation of its System; and
- (c) (unless the maintenance Party withholds its agreement under paragraph (b), or the Parties otherwise agree) the maintenance Party shall revise its Maintenance Programme so as to postpone the carrying out of the Relevant Maintenance by no less than the period specified by the affected Party pursuant to paragraph 3.3.2(b).

3.4 Urgent Maintenance

3.4.1 Paragraph 3.4.2 shall apply where, in the reasonable opinion of any Party (the "**maintenance**" Party):

- (a) it is necessary as a matter of urgency to carry out any Relevant Maintenance on its System, which is not planned (or other than as planned) in the prevailing Maintenance Programme, in order to ensure the continued safe operation of its System; and
- (b) the urgency of the requirement precludes a revision of the Maintenance Programme in accordance with paragraph 2.4;

(and such Relevant Maintenance is "**Urgent Maintenance**").

3.4.2 In the circumstances in paragraph 3.4.1:

- (a) the maintenance Party shall give as much notice as possible to the affected Party(ies) of the requirement for Urgent Maintenance, specifying the nature, extent and proposed timing of the Urgent Maintenance; and
- (b) the Parties shall thereupon consult with a view to agreeing upon the carrying out and timing of such Urgent Maintenance.

3.4.3 The maintenance Party shall be entitled to carry out such Urgent Maintenance on the basis agreed pursuant to paragraph 3.4.2(b) or (failing such agreement) taking into account as far as practicable the concerns and interests of other affected Parties made known in the course of discussions pursuant to that paragraph.

3.5 Section J Requirements

3.5.1 Where (as referred to in paragraph 1.2.1(f)) any Relevant Maintenance is to be carried out on the basis of:

- (a) the flow of gas at an LDZ/LDZ Offtake outside the Offtake Parameter Values; or
- (b) the opening of a LDZ/LDZ Closed Offtake;

the Parties shall comply with the applicable requirements of Section J.

3.5.2 Where Relevant Maintenance within paragraph 3.5.1 is Urgent Maintenance, the Parties shall take all reasonable steps as soon as practicable to agree on Offtake Parameter Values (and otherwise to cooperate as provided in paragraph 3.6 and implement the applicable provisions of Section J) as requested by the planning Party having regard to the urgency of the situation.

3.6 Maintenance Co-Operation

3.6.1 It is acknowledged that the carrying out of certain Relevant Maintenance by a Party may require:

- (a) particular rates of flow in the relevant part of the NTS or (as the case may be) LDZ which can only be achieved with the cooperation of one or more affected Parties to ensure corresponding rates of flow at relevant Offtake(s);
- (b) a temporary connection between the NTS and an LDZ to facilitate the requirement referred to in paragraph (a);
- (c) cooperation of an affected Party for the purposes referred to in paragraph 3.5;
- (d) other cooperation of an affected Party as to the flows or pressures of gas in its System; and
- (e) the opening and subsequent re-closing of a Closed Offtake.

3.6.2 The planning Party shall include in the draft Maintenance Programme, and the final (and updated) Maintenance Programme, details of the cooperation which is required from an affected Party in relation to any Relevant Maintenance as described in paragraph 3.6.1.

3.6.3 The affected Party shall:

- (a) at the request of the planning Party, discuss and seek to agree upon the steps to be taken by way of such cooperation; and
- (b) in any event, for the purposes of paragraph 3.6.1(a), use all reasonable endeavours to cooperate with the planning Party in relation to the carrying out of such Relevant Maintenance with a view to ensuring the required rates of flow at the relevant Offtake(s).

3.6.4 Where:

- (a) such cooperation requires the affected Party to operate, adjust or control any part of its System in a particular way; and
- (b) such operation, adjustment or control cannot be effected remotely from the affected Party's control centre;

the affected Party may, provided it indicated its intention of doing so when was first requested (in the draft Maintenance Programme or otherwise) to provide such cooperation, recover its costs incurred in sending send any personnel to such part of its System to effect such operation, adjustment or control.

- 3.6.5 The planning Party shall not carry out any Relevant Maintenance as described in paragraph 3.6.1(a) (in relation to an Offtake at which gas may (at different times) flow both to and from an LDZ), 3.6.1(b) or 3.6.1(e) unless and until the planning Party and the affected Party have agreed to the steps to be taken by each of them in relation to such Relevant Maintenance (including in relation to liabilities and the treatment and valuation of any gas flows arising, including in connection with opening and re-closing of a Closed Offtake).

Annex G-1

Maintenance Programme

(Paragraph 2.1.2)

Minimum details for Maintenance Programme:

- (a) location of works;
- (b) affected Offtakes;
- (c) dates of works;
- (d) type of maintenance (whether Safety Relevant Maintenance, Flow Relevant Maintenance and/or Measurement Equipment Maintenance); and
- (e) reasonable details of the works.

Annex G-2

Timetable for Maintenance Programming
(Paragraph 2.2.1)

Part 1 – NTS/LDZ Offakes

Date due	Programme type	Period covered	Party providing	Party receiving
31 October	Indicative maintenance information	24 months from next 1 April	DNOs	National Gas Transmission
30 November	Draft	24 months from next 1 April	National Gas Transmission	DNOs
31 December	Draft	24 months from next 1 April	DNOs	National Gas Transmission
1 February	Draft	24 months from next 1 April	National Gas Transmission	DNOs
15 March	Final	24 months from next 1 April	National Gas Transmission	DNOs
			DNOs	National Gas Transmission
30 June	Draft update	6 months from next 1 October	National Gas Transmission	DNOs
			DNOs	National Gas Transmission
15 September	Final update	6 months from next 1 October	National Gas Transmission	DNOs
			DNOs	National Gas Transmission

Part 2 – LDZ/LDZ Offakes

Date due	Programme type	Period covered	Party providing	Party receiving
1 January	Draft	12 months from next 1 April	DNOs	DNOs
1 March	Final Update	6 months from next 1 April	DNOs	DNOs
1 September	Final Update	6 months from next 1 October	DNOs	DNOs