

## MODIFICATION 0708 – DOCUMENT 5

### SECTION A – SYSTEM CLASSIFICATION

*Amend paragraphs as shown below:*

#### 1.6 NTS and LDZ System Points

- 1.6.3 Subject to Section ~~G3.3.21-9.9(a)(#)~~, no System Point may comprise Individual System Points on more than one LDZ or in more than one Exit Zone or on an LDZ and the NTS.

#### 4.1 Supply Meter Points

- 4.1.2 Where gas offtaken from the Total System at an Individual System Exit Point is or is to be conveyed through any pipe downstream of such Individual System Exit Point (other than a pipe comprised in a Sub-deduct Arrangement in accordance with Section ~~G2.41-8~~) in which gas is conveyed to more than one premises, or to any other pipeline system as well as to any premises, such "Individual System" Exit Point is not a Supply Meter Point.

#### 4.2 Supply Point

- 4.2.1 In accordance with Section G1.1.1, a Supply Point is the Supply Meter Point for the time being comprised in a Supply Point Registration, and a Supply Point shall be classified as Class 1, 2, 3 or 4 in accordance with TPD Section ~~G2.1.14-5-4~~.

#### 4.4 Firm and Interruptible Supply Points

- 4.4.1 In accordance with Section ~~G6-4B8.1~~ an LDZ Supply Point may (at a given time) be a "Firm" Supply Point or an "Interruptible" Supply Point.

#### 4.5 CSEP Supply Meter Point

- 4.5.3 A DM CSEP Supply Point may also be classified as Interruptible in accordance with TPD Section ~~B8.14 G6-15~~ (and otherwise shall be classified as Firm).

### SECTION B: SYSTEM USE AND CAPACITY

*Amend paragraphs as shown below:*

#### 1.2 System Capacity

- 1.2.6 The Supply Point Capacity which a User may be registered as holding at a DM Supply Point will (in accordance with ~~Section G5Annex B-3~~) be limited by reference to the rate at and quantities in which it is feasible for the Transporter to make gas available for offtake from the Total System at that Supply Point; and no entitlement to offtake gas at a greater rate or in greater quantities shall be conferred on a User by the holding of any amount of LDZ Capacity.

#### 1.3 Overrun Charges

- 1.3.2 A User will not be liable to pay Supply Point Ratchet Charges for using a System by offtaking gas at an Interruptible Supply Point on a Day on which the User was liable pursuant to Section ~~B8G6~~ in respect of a failure to comply with the requirement for Interruption.

#### 1.10 Long Term Contracts

If the Authority shall give Condition A11(18) Approval to its doing so, or otherwise with the assent of the Authority, the Transporter may enter into an Ancillary Agreement with any User:

- (a) pursuant to which, notwithstanding any other provision of the Code:
  - (i) the User may agree to apply for and hold System Capacity in particular amounts, and/or deliver gas to and/or offtake gas from the Total System in particular quantities at particular System Points, for particular periods, or to make payment to the Transporter in lieu of doing so; and/or
  - (ii) the Transporter may agree, notwithstanding [Annex B-3, paragraphs 6.3 or 6.4, Section G5.5.3 or 5.5.4](#), to accept the User's application for particular Supply Point Capacity;
- (b) containing other terms which may conflict with the terms of the Code.

### 3.12 NTS Exit (Flat) Capacity Charges, NTS Exit (Flat) Commodity Charges and NTS Exit (Flat) Capacity Surrender Charges

3.12.8 For the purposes of Code:

- (a) an **"Eligible Entry Point"** is an Aggregate System Entry Point which is not a Storage Connection Point;
- (b) an **"Eligible Exit Point"** is a System Exit Point which is not a Storage Connection Point;
- (c) a **"Specified Entry Point"** is, in the case of a Supply Point, the Eligible Entry Point identified in the User's Nomination in accordance with Section [G6.4.22-3-2](#) or, in the case of a CSEP, the Eligible Entry Point identified in the Conventional Notice in accordance with paragraph 3.12.13. Where the Eligible Entry Point is either the Bacton IP ASEP or the Bacton UKCS ASEP, the Specified Entry Point shall be deemed to be the Bacton Combined ASEP;
- (d) the **"Bacton Combined ASEP"** shall comprise of the Bacton UKCS ASEP and the Bacton IP ASEP which are System Entry Points in close physical proximity to each other and each form part of contiguous entry terminal facilities;
- (e) a **"Specified Exit Point"** is, in the case of a Supply Point, the Eligible Exit Point notified to National Grid NTS as the Proposed Supply Point in the User's Nomination in accordance with Section [G6.4.22-3-2](#) or, in the case of a CSEP, the System Exit Point identified as the CSEP in the Conventional Notice in accordance with paragraph 3.12.13.

3.12.10 For the purposes of paragraphs 3.12.9 to 3.12.14 (inclusive), the capacity of the Specified Exit Point shall be the Supply Point Capacity, provided:

- (a) in the case of an LDZ Supply Point the capacity shall be determined in accordance with [Annex B-3, paragraph 5.1](#) ~~Section G5.4.1~~, except for a LDZ Shared Supply Point in which case the capacity shall be determined in accordance with Section [G9.1.164-7-47](#);
- (i) for an LDZ CSEP the capacity shall be determined in accordance with paragraph 4.5.2;

(b) in the case of an NTS Exit Point the capacity shall be equal to 24 times the Maximum NTS Exit Point Offtake Rate, except:

- (i) for an NTS Exit Point in respect of a pipeline interconnector having no physical exit capability which is both a Connected Offtake System and a Connected Delivery Facility, the capacity shall be equal to 24 times the amount (where positive) determined as the instantaneous rate (in kWh/Hour) which the Transporter determines to be the maximum instantaneous rate at which it is feasible to deliver gas to the NTS at the System Entry Point associated with such Connected Delivery Facility.

3.12.11 The distance (to the nearest 0.1 km) from the Specified Entry Point to the curtilage of the Specified Exit Point or the offtake from the Total System at the Specified Exit Point (whichever is the lesser) shall be calculated on a straight line basis as the minimum of each of the distances between each System Entry Point within the Specified Entry Point and the Specified Exit Point using six figure grid references. National Grid NTS shall determine a six figure grid reference for each Specified Entry Point and each Specified Exit Point (which may be revised in accordance with paragraph 3.12.13(c) or Section [G6.5.122-4-12](#)).

3.12.12 An application for the NTS Optional Commodity Rate for a Supply Point shall be made in accordance with the provisions of Section [G6.4.22-3-2](#) or [G6.4.92-3-9](#) (as the case may be) and, for a CSEP, shall be made in accordance with the provisions of paragraph 3.12.13.

#### 4.1 Introduction

4.1.3 For the purposes of paragraphs 4.2 and 4.3, subject to [Annex B-3, paragraph 12.1](#) ~~Section G5-8~~, in relation to a CSEP Supply Point, references to Supply Point Confirmation, Supply Point Registration Date, Supply Point Withdrawal shall be construed as references to the equivalent matters under the IGT Code pursuant to the provisions of IGTAD Section D2.1 (as reflected in the CSEP Supply Point Register).

##### 4.2.1 Supply Point Capacity Registration: DM Supply Points

4.2.1 A User who submits a Supply Point Confirmation in respect of a Proposed Supply Point which is a DM Supply Point shall thereby apply for Supply Point Capacity ("**DM Supply Point Capacity**") in accordance with ~~Section G5~~ [Annex B-3](#).

4.2.2 The User will if its Supply Point Confirmation becomes effective be registered as holding Supply Point Capacity at the DM Supply Point with effect from the Supply Point Registration Date, subject to paragraph 4.2.3 and until the User ceases in accordance with Section G to be the Registered User in respect of the relevant Supply Point.

4.2.3 A User's Registered Supply Point Capacity in respect of a Registered DM Supply Point:

- (a) may be increased or reduced subject to and in accordance with the conditions and requirements in ~~Section G~~ [Annex B-35](#) but subject to and save as otherwise provided by paragraph 4.9 in the case of a Seasonal Large Supply Point;
- (b) shall not be reduced nor (subject to paragraph 4.7) increased other than as provided in paragraph (a), nor (subject to Section V4.3) shall the registration be terminated, except as provided in paragraph 4.2.4.

4.2.4 The User will cease to be registered as holding DM Supply Point Capacity at the DM Supply Point when the User submits a Supply Point Withdrawal which becomes effective in respect of the relevant Supply Point in accordance with Section [G6.123-2](#).

##### 4.3 Supply Point Capacity Registration: NDM Supply Points

- 4.3.1 A User will be registered as holding Supply Point Capacity ("**NDM Supply Point Capacity**") in accordance with paragraph 4.3.3 at each Registered NDM Supply Point with effect from the Supply Point Registration Date.
- 4.3.2 The User shall be deemed to have applied for NDM Supply Point Capacity when submitting a Supply Point Confirmation for a Proposed Supply Point which is an NDM Supply Point, and shall not make a separate application for such capacity.
- 4.3.3 The NDM Supply Point Capacity which the User is from time to time registered as holding will be determined in accordance with Section H4.1.
- 4.3.4 The User will cease to be registered as holding NDM Supply Point Capacity at the NDM Supply Point when the User submits a Supply Point Withdrawal which becomes effective in respect of the relevant Supply Point in accordance with Section ~~G6.123-2~~.

#### **4.6 LDZ, Supply Point Charges and CSEP Charges**

- 4.6.8 Pursuant to the prevailing Transportation Statement, a User may elect that, for the purpose of paragraph 4.6.2, the Applicable Daily Rate of the LDZ Capacity Charge in respect of an LDZ Specified Exit Point shall be the LDZ Optional Capacity Rate, determined in accordance with the following provisions:
- (a) for the purpose of Code:
- (i) a "**Notional NTS Connection Point**" is the point on the NTS which is derived by the Transporter in accordance with paragraph 4.6.10 and in the case of a Supply Point, identified by the Transporter in its Supply Point Offer in accordance with Section ~~G6.5.22-4.2~~(k) or, in the case of a CSEP, the point identified by the Transporter in accordance with paragraph (f);
  - (ii) an "**LDZ Specified Exit Point**" is, in the case of a Supply Point, the System Exit Point notified to the Transporter as the Proposed Supply Point in the User's Supply Point Nomination in accordance with ~~paragraph Section G6.4.2-3-2~~(h) or, in the case of a CSEP, the LDZ System Exit Point identified as the CSEP in the Conventional Notice in accordance with paragraph (f);
- (b) the LDZ Capacity Charge payable (for any Day) by a Registered User or CSEP User will be determined (for each Specified Exit Point) as the Registered LDZ Capacity multiplied by the LDZ Optional Capacity Rate applicable for the capacity (calculated in accordance with paragraph (c)) and the distance (calculated in accordance with paragraph (d)) and shall be invoiced and are payable in accordance with Section S;
- (c) for the purposes of this paragraph 4.6.8 the capacity of the LDZ Specified Exit Point shall be the Supply Point Capacity, determined in accordance with ~~Annex B-3, paragraph 5.1~~~~Section G5.4-4~~ except:
- (i) for an LDZ Supply Point the capacity shall be the sum of the DM Supply Point Capacity and the NDM Supply Point Capacity that the User is registered as holding from time to time in accordance with paragraphs 4.2 and 4.3 respectively;
  - (ii) for a Shared Supply Meter Point the capacity shall be determined in accordance with Section ~~G9.1.131-7-14~~;
  - (iii) for an LDZ CSEP the capacity shall be determined in accordance with paragraph 4.5.2;
- (d) the distance (to the nearest 0.1 km) from the Notional NTS Connection Point to the curtilage of the LDZ Specified Exit Point or the offtake from the Total System at the

LDZ Specified Exit Point (whichever is the lesser) shall be calculated on a straight line basis using eight figure grid references and the Transporter shall determine an eight figure grid reference for each Notional NTS Connection Point and each LDZ Specified Exit Point (which may be revised in accordance with paragraph (f) or Section ~~G6.5.122-4.12~~);

- (e) an application for the LDZ Optional Capacity Rate for a Supply Point shall be made in accordance with the provisions of Section ~~G6.42-3.2~~(th) and, for a CSEP, shall be made in accordance with the provisions of paragraph (f);
- (f) a CSEP User, or a Proposing CSEP User, may apply for the LDZ Optional Capacity Rate in the following manner:
  - (i) by notice to the Transporter stating the CSEP User, the LDZ Specified Exit Point; and
  - (ii) the Transporter shall identify the Notional NTS Connection Point and offer the LDZ Optional Capacity Rate and shall provide the distance between the LDZ Specified Exit Point and the Notional NTS Connection Point, the capacity of the CSEP determined in accordance with paragraph 4.5.2 and the eight figure grid references used; and
  - (iii) where the CSEP User disputes the distance specified by the Transporter under paragraph (ii), the CSEP user may resubmit an application in accordance with paragraph (i) stating an alternative eight figure grid reference for the LDZ Specified Exit Point with supporting evidence of calculation;
  - (iv) the CSEP User shall confirm acceptance of the offer made in accordance with paragraph (ii) not earlier than 15 days after the submission of the confirmation (or such lesser period as the Transporter may specify) and not later than six months from the date of the offer;
- (g) where the User elects to pay the LDZ Optional Capacity Rate the LDZ Commodity Charge shall not be payable.

#### 4.7 Supply Point Ratchet

4.7.3 Subject to ~~Annex B-3, paragraph 6.5~~Section ~~G5-5-5~~, the increased amount (the "**Ratchetted Supply Point Capacity**") of the User's DM Registered Supply Point Capacity shall be the sum of the User's Registered DM Supply Point Capacity on the Day of the Supply Point Ratchet and the Capacity Ratchet Amount.

4.7.10 Where a DM Supply Point comprises a Shared Supply Meter Point:

- (a) paragraph 4.7.1 shall apply only if and to the extent that the aggregate quantity offtaken from the Total System by all Sharing Registered Users at the DM Supply Points which comprise such Shared Supply Meter Point exceeds the aggregate of such Users' Registered Supply Point Capacity, ~~other than capacity which is excluded pursuant to Section G1.7.20(d)(i)~~, at such Supply Point, the amount of such excess (the "**aggregate ratchet excess**");
- (b) for each such Sharing Registered User, the Capacity Ratchet Amount shall be determined as the amount (the "individual ratchet excess") by which that User's UDQO exceeds its Registered Supply Point Capacity, divided by the sum of the

individual ratchet excesses for all such Sharing Registered Users, multiplied by the aggregate ratchet excess.

- 4.7.11 Without prejudice to Section ~~G6.8.2-7.3~~ to ~~6.8.62.7-6~~ (inclusive), where in accordance with Section ~~G6.4.12.3-4~~ the Proposing User has submitted a Supply Point Confirmation of the Supply Point Offer made in respect of the Supply Point First Nomination ("Supply Point First Confirmation") and this has become effective and has been registered in the name of the Proposing User ("Supply Point First Registration") and subsequent to the date of such Supply Point First Registration such User incurs and pays a Supply Point Ratchet Charge in respect of such Supply Point then, where such Proposing User has also submitted a Supply Point Confirmation of the Supply Point Offer made in respect of the Supply Point Second Nomination ("Supply Point Second Confirmation") and this has become effective and has been registered in the name of the Proposing User ("Supply Point Second Registration") then, subject to paragraph 4.7.12, the Transporter will reimburse the User the amount of such Supply Point Ratchet Charge which has been paid by the User for the period of 18 Days commencing from the Supply Point First Registration Date.
- 4.7.12 The amount of such reimbursement in accordance with paragraph 4.7.9 shall not exceed the amount of the Supply Point Ratchet Charge which applies in respect of the Confirmed Supply Point Capacity for the Supply Point Second Registration. For the purpose only of calculating the amount of such reimbursement, such Confirmed Supply Point Capacity shall not be treated as increased in accordance with Section ~~G6.8.42.7.4~~(a) as a result of the occurrence of a Supply Point Ratchet.

#### **4.9 Seasonal LDZ Capacity**

4.9.5 In respect of a Seasonal Large Supply Point:

- (a) the User's Registered Supply Point Capacity will be registered (in accordance with this Section B) for a period (the "SLSP Annual Period") of twelve (12) months from 05:00 on the first day of the Restricted LDZ Capacity Period and, subject to paragraphs 4.7 and 4.9.5(c), such Supply Point Capacity will apply in respect of all Gas Flow Days within the SLSP Annual Period. For the avoidance of doubt, the Capacity Variable Component of the Customer Charge shall be payable in respect of each Day within the SLSP Annual Period and will not be limited to the Restricted LDZ Capacity Period.
- (b) the User's Registered LDZ Capacity will only be available in respect of those Days falling within the Restricted LDZ Capacity Period and the User shall hold no Registered LDZ Capacity in respect of any Day that does not fall within the Restricted LDZ Capacity Period;
- (c) the Supply Point Capacity and LDZ Capacity shall be increased in accordance with paragraph 4.7 (Supply Point Ratchet) provided always that the resulting increased LDZ Capacity pursuant to any Supply Point Ratchet will only be available during the Restricted LDZ Capacity Period.
- (d) without prejudice to paragraph 4.9.4(c), if prior to the expiry of any SLSP Annual Period the User wishes to increase the Supply Point Capacity, LDZ Capacity or Supply Point Offtake Rate then, pursuant to ~~Section G5Annex B-3~~, it may submit a Capacity Revision Application or an application for an increased Supply Point Offtake Rate.

- (e) without prejudice to paragraph (g), the User shall not be entitled to reduce either the Supply Point Capacity or the LDZ Capacity in respect of a Seasonal Large Supply Point until the expiry SLSP Annual Period;
- (f) in the event of any inconsistency between (on the one hand) paragraphs 4.9.5(d) or 4.9.5(e) and (on the other hand) the provisions of ~~Section G-5~~[Annex B-3](#), then paragraph 4.9.5(d) or 4.9.5(e) (as the case may be) shall prevail.
- (g) the User's Registered Supply Point Capacity as at the expiry of any SLSP Annual Period shall be Registered for a further period of twelve (12) months with effect from the expiry of such SLSP Annual Period (such further period of twelve (12) months being a new SLSP Annual Period); and
  - (i) the User shall be Registered as holding LDZ Capacity for the next following Restricted LDZ Capacity Period falling within the new SLSP Annual Period; and
  - (ii) the Supply Point Offtake Rate prevailing at the expiry of the current SLSP Annual Period shall continue to the new SLSP Annual Period;

Provided always that the User may, prior to the commencement of the new SLSP Annual Period, request a reduction in Supply Point Capacity and LDZ Capacity where such reduction is to be effective from the first day of the new SLSP Annual Period.

## SECTION C – NOMINATIONS

*Amend paragraphs as shown below:*

### 2.2 Procedure and restrictions

A User shall not submit a DM Output Nomination:

- (a) in respect of an NTS System Exit Point at which, under the prevailing Maintenance Programme, gas is not to be available for offtake from the relevant System on the Gas Flow Day; or
- (b) in respect of a Metered Connected System Exit Point or (subject to paragraph 2.2.5) DMC Supply Point, if the Implied Nomination Flow Rate exceeds:
  - (i) in the case of a DMC Supply Point, the Supply Point Offtake Rate pursuant to ~~Section G-5~~[Annex B-3](#);
  - (ii) in the case of a Metered Connected System Exit Point, any limit specified in the CSEP Network Exit Provisions for the purposes of this paragraph 2.2.3.

### 4.2 Renominations: Output Nominations

- 4.2.3 Users are required to make Renominations in respect of Supply Points in respect of which the Transporter requires or ceases to require Interruption under Section ~~B8.8G6.8~~[B8.8G6.8](#).

## SECTION E – DAILY QUANTITIES, IMBALANCES AND RECONCILIATION

*Amend paragraphs as shown below:*

### 3.1 Supply Point UDQO

3.1.2 The “**User SPDQ**” for a User in respect of a Registered DM Supply Point shall be the sum of:

- (a) subject to paragraph (b), the Supply Meter Point Daily Quantity;
- (b) in the case of a Shared Supply Meter Point, the portion of that Supply Meter Point Daily Quantity determined in respect of that User in accordance with the Shared Supply Meter Notification pursuant to Section G9.14.7.

### 6.6 Shared Supply Meter Point Reconciliation: Reconciliation Values

6.6.2 In the case of a Shared Supply Meter Point Notification under Section G9.1.51.7.6(a), upon any Offtake Reconciliation, the Reconciliation Values shall be allocated between the Sharing Registered Users in the prevailing percentages which, at the time at which the Offtake Reconciliation is carried out, are notified to the Transporter under Section G9.1.61.7.7(b).

6.6.3 In the case of a Shared Supply Meter Point Notification under Section G9.1.51.7.6(b), upon any Offtake Reconciliation:

- (a) the Transporter will notify the Reconciliation Quantity to the Sharing Registered User Agent;
- (b) if, within twenty (20) Business Days after such notification, the Sharing Registered User Agent notifies to the Transporter amounts, equal in aggregate to the Reconciliation Quantity, to be allocated to the Sharing Registered Users:
  - (i) the Reconciliation Quantity shall be allocated between the Sharing Registered Users in the amounts so notified;
  - (ii) the Reconciliation Clearing Value and each of the Reconciliation Transportation Charge Adjustments shall be allocated between the Sharing Registered Users in the same proportions as the Reconciliation Quantity;
- (c) if the Sharing Registered User does not notify an allocation by the time required and otherwise in accordance with paragraph (b), the Reconciliation Values will be allocated between the Sharing Registered Users in accordance with the prevailing Default Allocation Methodology under Section G9.1.6(c)1-7.10(b)(iv).

## SECTION H – DEMAND ESTIMATION

*Amend paragraphs as shown below:*

### 1.1 Introduction

1.1.1 Demand for gas at NDM Supply Points is required to be estimated (in accordance with this Section H) for purposes including determining Supply Point Capacity under Section B, establishing nominations under Section C and daily offtakes and allocations of Unidentified Gas under Section E, and determining Annual Quantities under Section G2.34.6.

### 4.1 Introduction

4.1.2 If the Formula Year Annual Quantity of the NDM Supply Point for a Formula Year is amended under Section G2.3.4.6.18, the Supply Point Capacity shall be redetermined with effect from the effective date of such amendment.



## SECTION M – SUPPLY POINT METERING

Amend paragraphs as shown below:

### 1.11 Supply Point Systems Business Day

In this Section M Supply Point Systems Business Day shall have the same meaning as in GT Section C2.2.1~~Section G4.10~~.

### 3.1 Supply Point Metering

3.1.4 Meter Installation Works carried out by the Transporter for the purposes of maintaining, repairing or (where required having regard to sub paragraph 3.1.3(a)) replacing any part of a Special Metering Supply Meter Installation to which this paragraph 3 applies will not be Siteworks for the purposes of Annex G-3, paragraph 1.1~~Section G7.1~~.

3.1.5 Any Meter Installation Works which any person may request the Transporter to carry out in respect of a Special Metering Supply Meter Installation other than as required under paragraph 3.1.2, including:

- (a) the provision of a Special Metering Supply Meter Installation at a New Supply Meter Point;
- (b) the provision of a Special Metering Supply Meter Installation at a Supply Meter Point where by reason of a change in the nature or extent of the consumer's requirements for the supply of gas the existing Special Metering Supply Meter Installation no longer complies with the requirements of paragraphs 2.1.2 and 2.1.3

will be Siteworks subject to and in accordance with Annex G-3, paragraph 1.1~~Section G7.1~~.

### 3.2 Supply Point Register Amendment

3.2.9 [The provisions of Section G4.3.1~~G1.2.1 and 4.4~~ (in each case after the application of paragraphs 3.2.5 and 3.2.6) apply for the purposes of this paragraph 3.2, which is subject to those provisions.]

### 4.2 Meter Information: Prospective Data Update

4.2.8 In order to ensure that Meter Information is as accurate as practicable, where at any time a Registered User becomes aware that there are material changes to the Meter Information it will:

- (a) validate this and use its best endeavours to submit a Meter Information Update Notification to the CDSP within 30 Supply Points Systems Business Days from the Day it first becomes aware of such change; or
- (b) as soon as reasonably practicable notify the CDSP where the Registered User is unable to so comply together with the reasons for such non-compliance; and
- (c) in accordance with Section G3.1.31-9.8(b) use reasonable endeavours to secure that it becomes aware of any respect in which Meter Information provided to it is or becomes incorrect or out of date, including giving appropriate instructions to the Meter Reader for the time being.

### 5.9 Cyclic Reading: Class 4, Smart or Advanced Supply Meters

**Commented [Dentons1]:** Suggest the proposer checks with the JO which modification introduced text at M3.2.9.

**Commented [SB2R1]:** Modification 0565A removed TPD G4.2 and marked as "Not Used", then at PNID 0604S shifted the numbering upward, changing TPD G4.3 and 4.4 to TPD G4.2 and 4.3; however, the reference in M3.2.9 was not updated to reflect this change

5.9.1 For the purposes of this Section M:

- (a) the "Meter Read Frequency" in respect of a Class 4, Smart or Advanced Supply Meter is the expected frequency of Meter Reads for the purposes of the Code;
- (b) the Meter Read Frequency of a Class 4 Supply Meter (a "Monthly Read Meter") is monthly where:
  - (i) it is installed at a Supply Meter Point comprised in a Supply Point whose Annual Quantity is not less than 293,000 kWh (10,000 therms); or
  - (ii) the Registered User has (in accordance with Section G2.24.14) so elected;

#### 5.14 Other non-cyclic meter reading requirements

5.14.1 The Transporter (in the case of a Class 1 Supply Point or Supply Meter) and the Registered User (in the case of a Class 2, 3 or 4 Supply Point or Supply Meter) shall secure that a Valid Meter Reading is obtained and submitted to the CDSP:

- (a) (as required by Section G7.2.2(a)3.5.2(iv) upon the Isolation of such Supply Point in accordance with Section G7.23.5;
- (b) upon the replacement (whether for examination, inspection, repair, maintenance or exchange or otherwise) of such Supply Meter, in respect of both the replaced and the replacement meter;
- (c) upon a change of Class by way of a Supply Point Amendment (as provided in paragraph 5.14.3).

#### 6.2 Daily Read Equipment

6.2.4 Where the Class 1 Requirement applies in relation to a Supply Meter Point pursuant to Section G2.14.5, the Transporter will have the sole entitlement and responsibility for ensuring the Class 1 Meter Read Requirement is satisfied, by:

- (a) furnishing, installing, removing, making operational and maintaining Transporter Daily Read Equipment (including its connection or reconnection to the Supply Meter Installation); and
- (b) repairing or replacing the Transporter Daily Read Equipment where such repair or replacement is necessary as a result of the failure (including by reason of damage, normal wear or tear or defective design or manufacture) thereof.

6.2.7 Subject to Section G2.1.51.5.5, where a New Supply Meter Point is a Class 1 Supply Meter Point pursuant to Section G2.1.84.5.8, the Transporter will, as soon as reasonably practicable, furnish, install, make operational and maintain Transporter Daily Read Equipment at the relevant Supply Meter, and shall inform the CDSP (who shall notify the Registered User) when Transporter Daily Read Equipment has been installed and made operational in accordance with paragraph 6.2.6. In the event of undue delay being experienced, the Transporter will:

- (a) promptly notify the Registered User of the nature of the delay and of an expected timescale for resolution;

- (b) ensure that the Registered User is regularly advised of progress and promptly notified when the Transporter Daily Read Equipment has been installed and made operational.

### 6.3 Daily Meter Readings

- 6.3.5 In relation to a Class 1 Supply Meter Point, where Section ~~G2.1.81-5-8~~ applies, the Transporter shall use all reasonable endeavours to obtain Meter Readings by procuring On Site Meter Reads, for each Day commencing with the Supply Point Registration Date; and the Registered User shall cooperate with the Transporter in relation thereto.

## 8 IGTS CLASS 1 SUPPLY METERS

- 8.1.2 Section ~~G2.1.41-5-4~~ shall apply in relation to an IGTS Supply Meter Point as if it were a Supply Meter Point.

## SECTION Q – EMERGENCIES

*Amend paragraphs as shown below:*

### 2.4 Interruptible Supply Points

- 2.4.1 A User shall in respect of each Interruptible Supply Point of which it is the Registered User provide to the Transporter:
  - (a) the name and (in the case of a corporation) registered office of the consumer;
  - (b) in accordance with paragraph 2.4.2, the names and/or job titles of representatives of the consumer ("emergency contacts") each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);
  - (c) at least one (but not more than four (4)) telephone numbers for each emergency contact by means of which the Transporter may contact, 24 hours a day, at least one (1) emergency contact; and
  - (d) one facsimile number, for the purposes of receiving communications pursuant to Sections ~~B8~~, ~~G~~ and ~~Section~~ Q, which is able to receive transmissions 24 hours a day

and for the avoidance of doubt, the emergency contacts provided for under this paragraph may be the same contacts as those referred to in Section ~~B8.6.4G6-6-2~~ as 'interruption contacts'. The total number of emergency contacts provided for under this paragraph (and interruption contacts provided for under Section ~~B8.6.4G6-6-2~~) shall not exceed five (5) in relation to any Interruptible Supply Point.

- 2.4.5 In paragraph 2.4, references to Interruptible Supply Points include CSEP Supply Points which are Interruptible pursuant to the provisions of TPD Section ~~G6B8~~.

### 3.4 Emergency Interruption

- 3.4.1 The relevant provisions of Section ~~G6-B8~~ will apply for the purposes of Interruption in a Gas Supply Emergency or Local Gas Supply Emergency, except that:
  - (a) the Transporter shall not be required to give five (5) hours notice of Interruption but may require Interruption as soon as practicable following the Transporter's Interruption Notice;

- (b) the User may not request an alteration pursuant to Section ~~G6B8~~.8.2 to the Supply Points to be Interrupted;
- (c) any Day or Days of Interruption pursuant to this Section Q shall not count towards the use of the Interruption Allowance under Section ~~G6B8~~.7.5;
- (d) the provisions of Section ~~G6B8~~.9 (other than Section ~~B8G6~~.9.2(a)) in respect of a failure to Interrupt shall not apply.

## SECTION S – INVOICING AND PAYMENT

*Amend paragraphs as shown below:*

### 2.3 Ancillary Invoice

- 2.3.4 The Transporter will submit (as an Ancillary Invoice) an Invoice Document in respect of amounts becoming payable by the Transporter to a User pursuant to ~~Sections G4-Annex G-2~~ and ~~Section M7~~ as soon as reasonably practicable after the month in which the liability to pay such amounts accrues.

### 3.5 Late payment

- 3.5.3 Without prejudice to any other rights of the Transporter under the Code, including without limitation those under Section V4.3, where, in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by a User under the Code (excluding for the avoidance of doubt amounts which are the subject of an Invoice Query which by virtue of paragraph 4.2.2 have not become due for payment or amounts which are the subject of Profiling Payment by virtue of paragraph 3.9.4 provided strictly that such amounts are repaid in accordance with paragraph 3.9.6) and the relevant User has not paid the amount in full by the due date for payment the Transporter shall be entitled to reject or refuse to accept all or any of the following by the relevant User:

- (a) an application for System Capacity or increased System Capacity at any System Point under Section B ~~or Section G5~~; and
- (b) a System Capacity Trade under Section B5 in respect of which the User is Transferee User; and
- (c) a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination or Supply Point Reconfirmation (unless made in the context of an application under paragraph (a) (above))

with effect from the day after the due date for payment until such time as the relevant User has paid the amount due for payment in full.

## SECTION V – GENERAL

*Amend paragraphs as shown below:*

### 1.2 Non-Code Transportation Arrangements

- 1.2.2 Where a Transporter makes or has made a Non-Code Transportation Arrangement, subject to paragraphs 1.2.3 and 1.2.4(a):

- (a) for the purposes of giving effect to such arrangement and to the provisions of Sections C, D, E, F, H, I and K of the Code which apply by reference to the quantities of gas delivered to and offtaken from the Total System by Users, and of calculating such quantities, National Grid NTS will be treated as a User of the NTS as respects the quantities of gas delivered to and offtaken from the Total System by the Non-Code Shipper (and where such arrangements relates to the offtake of gas from an LDZ, then so far as relevant, the relevant DN Operator is treated as a User of the LDZ);
- (b) for the purposes of giving effect to such arrangement and to the provisions of Sections ~~G2-G4, G6 and G7~~ G3, G7 and G8, the Transporter will be treated as a User of the relevant System as respects the Supply Meter Points which are or are to become subject to such arrangement.

### 3.3 Requirements as to Value at Risk

3.3.2 Without prejudice to paragraph 3.3.3, where a User fails to provide such additional surety or security as required in paragraph 3.3.1(b) by the date specified in the notice pursuant to 3.3.1(b):

- (a) with effect from the next Business Day after the date specified in such notice, the User shall pay to the Transporter that amount set out in the table in paragraph 3.2.10(a), based upon the amount of additional surety or security demanded by the Transporter and the daily charge set out in paragraph 3.2.10(b); and
- (b) subject to paragraph 3.3.1, where and for so long as the User's Value at Risk exceeds 100% of the User's Code Credit Limit, the Transporter shall be entitled to reject or refuse to accept all or any of the following by the relevant User:
  - (i) an application for System Capacity or increased System Capacity at any System Point under Sections ~~B or G5~~ B or G5; and/or
  - (ii) a notice of appointment under Section B3.13.8 if the User is the proposed Overrun User;
  - (iii) in relation to the NTS:
    - (1) a System Capacity Trade under Section B5 in respect of which the User is Transferee User;
    - (2) a System Capacity Assignment under Section B6 in respect of which the User is the Assignee User; until such time as the User's Value at Risk is reduced to less than 100% of its Code Credit Limit; and
- (c) where from the fifth Business Day after the date specified in the notice, the User's Value at Risk exceeds 100% of the User's Code Credit Limit, the Transporter shall be entitled to require the CDSP to reject or refuse to accept a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination, or Supply Point Reconfirmation until such time as the User's Value at Risk is reduced to less than 100% of its Code Credit Limit.

### 4.3 Termination

4.3.9 For the purposes of paragraphs 4.3.1(c)(i) and (d)(i) the following breaches are excluded:

- (a) a breach which results from a breach by the Transporter of the Code or an Ancillary Agreement;

- (b) a failure to Interrupt (as described in Section [B8.9G6-10](#));
- (c) the delivery or tendered delivery by the User of non-compliant gas (as described in Section I3.5);
- (d) a breach other than a wilful breach of a provision of the Code where the Code specifically provides some other remedy for such breach and such other remedy may reasonably be considered to be adequate in the circumstances.

## INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

### SECTION A – SCOPE AND CLASSIFICATION

*Amend paragraphs as shown below:*

#### 2.1 Classification

2.1.1 For the purposes of the Code:

- (a) **“IGT System”** means a gas pipeline system operated by a person holding a Gas Transporter’s Licence, pursuant to that licence, which is:
  - (i) connected to a DNO System at an Unmetered CSEP (in which case it is a Connected Offtake System); or
  - (ii) connected to another IGT System;
- (b) a gas pipeline system is an IGT System within paragraph (a)(i) if it is connected to a DNO System at any CSEP which is Unmetered, regardless of whether it is also connected at a Metered Connected System Exit Point;
- (c) an IGT System:
  - (i) within paragraph (a)(i) is a **“directly-connected”** IGT System; and
  - (ii) within paragraph (a)(ii) is an **“indirectly-connected”** IGT System;
 and (unless otherwise expressly provided) references to an IGT System connected to a DNO System include both directly-connected and indirectly-connected IGT Systems;
- (d) the Independent Gas Transporter which owns or operates:
  - (i) a directly-connected IGT System is a **“directly-connected”** Independent Gas Transporter; and
  - (ii) an indirectly-connected IGT System is an **“indirectly-connected”** Independent Gas Transporter;
- (e) an IGT System (system A, indirectly-connected) is **“downstream”** of another IGT System (system B) where gas flows or is to flow from system B to system A, and system B is **“upstream”** of system A;
- (f) the Independent Gas Transporter owning and operating a downstream IGT System is a downstream Independent Gas Transporter and the Independent Gas Transporter owning and operating an upstream IGT System is an upstream Independent Gas Transporter;
- (g) **“IGTS Supply Meter Point”** and **“IGTS Supply Point”** mean respectively a supply meter point and supply point on an IGT System (in other words a Supply Meter Point

and Supply Point within the meanings in TPD Section A but construed on the basis that references in TPD Section A to the Total System are to an IGT System);

- (h) **“IGTS System Exit Point”** means an IGTS Supply Meter Point or IGTS Supply Point (as the context may require); and
- (i) a reference to the **“Registered IGTS User”** in respect of an IGTS System Exit Point is to the IGTS User which is registered (pursuant to the provisions of the IGT Code corresponding to TPD Sections G2G4 and G6) in respect of that IGTS System Exit Point.

2.1.2 Pursuant to the classification adopted by the Independent Gas Transporter under Section D:

- (a) an IGTS Supply Meter Point is classified as a Class 1, 2, 3 or 4 IGTS Supply Meter Point;
- (b) an IGTS Supply Point is classified as a Smaller IGTS Supply Point or Larger IGTS Supply Point and an IGTS Supply Meter Point is classified as Smaller or Larger accordingly;
- (c) an IGTS Supply Point is classified as a DM IGTS Supply Point or NDM IGTS Supply Point; and
- (d) a DM IGTS Supply Point is classified as a DMA or DMC IGTS Supply Point.

2.1.3 For each IGTS System Exit Point there is (pursuant to TPD Section A3.3.5) a corresponding System Exit Point.

2.1.4 In accordance with TPD Section G6B8, a DM IGTS Supply Point may be classified as Interruptible.

#### **4 EMERGENCIES**

4.1.2 Where an IGTS User provides to an Independent Gas Transporter information in respect of:

- (a) the emergency contacts for the IGTS User and related information under the IGT Code provisions corresponding to TPD Section Q2.3 or in relation to priority; and
- (b) the interruption contacts in TPD Section G6B8,

the Independent Gas Transporter will communicate the information to the DN Operator.

#### **SECTION E – DM CSEP SUPPLY POINTS**

*Amend paragraphs as shown below:*

##### **2.2 Application of Class 1 Requirement**

2.2.1 Where (pursuant to the provisions of the IGT Code which are equivalent to TPD Section G2.14.5) as a result of a change in status of an IGTS Supply Meter Point:

- (a) the Class 1 Requirement applies to an IGTS Supply Meter Point which is not in Class 1; or
- (b) the Class 1 Requirement ceases to apply to a Class 1 IGTS Supply Meter Point, the Independent Gas Transporter shall so notify the DN Operator as soon as practicable.

### 3 DM IGTS SUPPLY POINTS

#### 3.1 Supply Point administration processes

3.1.1 It is acknowledged that:

- (a) (without prejudice to Section D2.1.1(b)) Section D2.1 does not require that the Independent Gas Transporter adopt the same provisions as those of TPD Section ~~G2G4 and G6~~, but
- (b) in relation to a DM IGTS Supply Point the communications (having equivalent effect to those of TPD Section ~~G2G4 and G6~~) made between the Independent Gas Transporter and an IGTS User must give effect to the provisions of TPD Sections ~~G2 G4, G6,~~ and ~~G5-Annex B-3~~ as to Registered Supply Point Capacity and Supply Point Offtake Rate at a DM CSEP Supply Meter Point.

3.1.2 Where an IGTS User nominates (with a view to becoming registered user of) an IGTS Supply Point which is or will be a DM IGTS Supply Point:

- (a) the Independent Gas Transporter will notify to the DN Operator the Supply Point Capacity and Supply Point Offtake Rate nominated by the IGTS User;
- (b) where necessary, the DN Operator will assess the feasibility of making gas available for offtake;
- (c) the DN Operator will notify to the Independent Gas Transporter details of Supply Point Capacity and Supply Point Offtake Rate;
- (d) the Independent Gas Transporter will offer to the IGTS User the User Supply Point Capacity and Supply Point Offtake Rate notified to it by the DN Operator and will only allow the IGTS Supply Point to be confirmed on that basis; and
- (e) where relevant (by reference to the provisions of Section ~~G2-G4, G6 and G5-Annex B-3~~ in relation to Supply Point Capacity and Supply Point Offtake Rate), the IGTS User's nomination will be rejected, or the DN Operator's offer to the IGTS User will lapse, or the confirmed Supply Point Capacity and Supply Point Offtake Rate will be adjusted,  
  
on the same basis as, and so that (in each case) the period of time available to the DN Operator to respond is the same as, provided in TPD Sections ~~G2-G4, G6 and G5Annex B-3~~.

3.1.3 Without prejudice to Section D3.1.2, where the DN Operator has notified the Independent Gas Transporter that an IGTS Supply Point is for the time being Interruptible, the Independent Gas Transporter shall:

- (a) (without prejudice to the generality of Section D3.1.2) promptly notify the DN Operator of the confirmation of an IGTS User as registered user of the IGTS; and
- (b) cooperate with the DN Operator in the taking of any steps for isolation or disconnection of the IGTS Supply Meter Point pursuant to TPD Section ~~B8.9.2(a)G6-10.2(a)~~.

3.1.4 The Independent Gas Transporter shall ensure that the IGTS Code contains provisions which give effect to paragraph 3.1.2.



- 3.1.5 Where under TPD ~~Section G5~~Annex B-3 a User makes a Capacity Revision Application, or a SPOR Review Process occurs, in respect of which (in accordance with TPD Section G1.~~622~~) the User communicates directly with the DN Operator, the DN Operator will notify the outcome to the Independent Gas Transporter.

## GENERAL TERMS

### SECTION B – GENERAL

*Amend paragraphs as shown below:*

#### 5.1 General

- 5.1.1 The Code contemplates that Code Communications, and Offtake Communications (collectively “Communications”) may be given by the following means:
- (a) (in the case of Code Communications) by UK Link Communication, in accordance with GT Section D5;
  - (b) (in the case of Offtake Communications) by the relevant means specified in the Offtake Communications Document;
  - (c) (in the case of IGTAD Communications) by the relevant means specified in IGTAD Section F8;
  - (d) in the circumstances and manner prescribed in paragraphs 5.2 and 5.3;
  - (e) for the purposes of TPD Section V5.13.3 only, by such methods as set out in the Shipper Incident Communication Procedure; or
  - (f) for the purposes of TPD ~~Annex B-3, paragraph 8.4~~Section G5.1.12 only, by such methods as set out therein,
- subject to and in accordance with the provisions of the Code.

### SECTION C – INTERPRETATION

*Add new definition in paragraph 2.2.1 as follows and amend paragraph 2.4.3 as shown below:*

#### 2.2 Times and dates

- 2.2.1 For the purposes of the Code:
- (a) **"Day"** means the period from 05:00 hours on one day until 05:00 hours on the following day;
  - ~~(b)~~ **"Business Day"** means (except for the purposes of TPD Sections G and M) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;
  - ~~(b)~~(c) **"Supply Point Systems Business Days"** means (for the purposes of TPD Sections B, G and M only) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;
  - ~~(c)~~(d) **"Gas Flow Day"** means, in relation to the application of any provision of the Code, the

Day in relation to deliveries, offtakes or flows of gas or other operations on which such provision is to apply;

~~(d)~~~~(e)~~ **"Preceding Day"** means the Day before the Gas Flow Day;

~~(e)~~~~(f)~~ **"Gas Year"** means the period from 1 October in any year until and including 30 September in the following year;

~~(f)~~~~(g)~~ in relation to any Gas Year the **"Preceding Year"** is the Gas Year ending at the start of such Gas Year;

~~(g)~~~~(h)~~ **"Winter Period"** means the period from 1st November in any year until and including 30 April in the following year;

~~(h)~~~~(i)~~ **"Capacity Year"** means the period from 1 October in any year until and including 30 September in the following year;

~~(i)~~~~(j)~~ and in relation to a Capacity Year, the **"Preceding Capacity Year"** is the Capacity Year ending at the start of such Capacity Year;

~~(j)~~~~(k)~~ **"Formula Year"** means the period from 1 April in any year until and including 31 March in the following year;

~~(k)~~~~(l)~~ and in relation to a Formula Year, the **"Preceding Formula Year"** is the Formula Year ending at the start of such Formula Year.

## 2.4 Transportation Constraint

2.4.3 A Transportation Constraint includes a constraint which arises by reason of Programmed Maintenance or other maintenance (but without prejudice to the provisions of TPD Section ~~G6B8~~ 7.8 and I3.8).