

UNIFORM NETWORK CODE

Binder 1 of 3

INTRODUCTION, TRANSITION DOCUMENT, MODIFICATION RULES AND GENERAL TERMS

UNIFORM NETWORK CODE

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**DATE & TIME MODIFICATION &/OR CONSENT TO MODIFY CAME INTO
EFFECT**

**THESE TABLES DO NOT FORM PART OF THE UNIFORM NETWORK CODE
AND ARE FOR INFORMATION PURPOSES ONLY**

Mod Number	Time	Date
FNI0693	06:00 hrs	04/11/2005*
FNI0014(0741)	06:00 hrs	04/11/2005*
0730	06:00 hrs	01/04/2005
C003(0698)	06:00 hrs	17/05/2005
C001(0730)	06:00 hrs	19/05/2005
C002	06:00 hrs	20/05/2005
0012(0739)	06:00 hrs	01/06/2005
0018	06:00 hrs	01/06/2005
0015(0742)	06:00 hrs	02/06/2005
0029	06:00 hrs	12/07/2005
C006(0029)	06:00 hrs	12/07/2005
C007(0029)	06:00 hrs	12/07/2005
0009(0733)	06:00 hrs	14/07/2005
0016(0743)	06:00 hrs	20/07/2005
0030	06:00 hrs	19/08/2005
0017	06:00 hrs	02/09/2005
0038	06:00 hrs	15/09/2005
0649	06:00 hrs	01/10/2005
C005(0649)	06:00 hrs	01/10/2005
0013a(0740a)	06:00 hrs	01/10/2005
C008(0013a)	06:00 hrs	01/10/2005
0044	06:00 hrs	01/10/2005
0043	06:00 hrs	05/10/2005
0036	06:00 hrs	05/10/2005
0050	06:00 hrs	11/10/2005
0022	06:00 hrs	24/10/2005
C009	06:00 hrs	24/10/2005
C010	06:00 hrs	24/10/2005
0693	06:00 hrs	04/11/2005
0014(0741)	06:00 hrs	04/11/2005
C014(0015&0014)	06:00 hrs	04/11/2005
0010(0735)	06:00 hrs	09/11/2005
0045	06:00 hrs	11/11/2005
C011	06:00 hrs	14/11/2005
0033	06:00 hrs	25/11/2005
0024	06:00 hrs	01/12/2005
FNI0039	06:00 hrs	05/12/2005*
FNI0034	06:00 hrs	14/12/2005*
0039	06:00 hrs	05/12/2005
0052	06:00 hrs	05/12/2005
0034	06:00 hrs	14/12/2005
0048	06:00 hrs	19/12/2005
0061	06:00 hrs	22/12/2005
0049	06:00 hrs	23/12/2005

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0071a	06:00 hrs	24/12/2005
C012	06:00 hrs	01/01/2006
C016	06:00 hrs	01/01/2006

UNIFORM NETWORK CODE UPDATE HISTORY

Update Number	Date of Issue	Details
1.00	01 May 2005	First full issue of the Uniform Network Code.
1.01	01 October 2005	Inclusion of Modifications 0693, 0014(0741), 0730, 0012(0739), 0018, 0015(0742), 0029, 0009(0733), 0016(0743), 0030, 0017, 0038, 0649, 0013a(0740a) & 0044 and Consents to Modify C003(0698), C001(0730), C002, C006(0029), C007(0029), C005(0649) & C008(0013a).
1.02	01 December 2005	Inclusion of Modifications 0043, 0036, 0050, 0022, 0693, 0014(0741), 0010(0735), 0045, 0033, 0024, 0039 & 0034 and Consents to Modify C014, C009, C010 & C011.
1.03	01 January 2006	Inclusion of Modifications 0039, 0052, 0034, 0048, 0061, 0049 & 0071a and Consents to Modify C012 & C016.
2.00	01 January 2006	Second full issue of the Uniform Network Code, as at version 1.03 incorporating National Grid rebranding exercise.

LIST OF DEFINED TERMS

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⁰ C	GT C3.2.1
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1-in-50 Severe Annual Demand	GT C2.6.4(d)
1-in-50 Severe Annual Demand	GT C2.6.4(f)
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adjusted	TPD V10.1.1(f)
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Affected Party	GT B3.1.1
affected Party	OAD G.1.2.1
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UNIFORM NETWORK CODE

INTRODUCTION

1. This Document is the Uniform Network Code prepared by the Transporters pursuant to Standard Special Condition A11(6) of their Transporter's Licences.
2. The Uniform Network Code comprises:
 - (a) this Introduction;
 - (b) the Transportation Principal Document, which sets out transportation arrangements between Transporters and Users and certain similar arrangements between upstream Transporters and DNO Users;
 - (c) the Offtake Arrangements Document, which sets out arrangements between Transporters relating to the connection and operation of their Systems at Offtakes and other matters;
 - (d) the Modification Rules, which sets out procedures (as required by Standard Special Condition A11(7) of the Transporter's Licences) for modification of each of the Transporters' Network Codes and the Uniform Network Code;
 - (e) the Transition Document, which sets out transitional provisions relating to the arrangements in the Uniform Network Code;
 - (f) the General Terms, which sets out general provisions applying to, and provisions for interpretation of, the Uniform Network Code.
3. Subject to any contrary provision of a Transporter's network code, the Uniform Network Code is to be incorporated into each Transporter's Network Code.
4. Each Transporter's Network Code is made binding between the relevant Transporter and Shipper Users pursuant to the relevant Shippers Framework Agreement.
5. National Grid's Network Code is made binding between the Transporters (including DN Operators in their capacity as DNO Users) pursuant to the Transporters Framework Agreement.

UNIFORM NETWORK CODE - TRANSITION DOCUMENT

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UNIFORM NETWORK CODE - TRANSITION DOCUMENT

PART I - GENERAL

1. Introduction

- 1.1 This is the Transition Document which forms part of the Uniform Network Code.
- 1.2 This Transition Document contains provisions:
- (a) relating to the Transportation Principal Document (and where relevant the General Terms), which provisions are in Part II of this Transition Document;
 - (b) relating to the Offtake Arrangements Document, which provisions are in Part III of this Transition Document;
 - (c) relating to the Modification Rules, which provisions are in Part IV of this Transition Document.

2. Interpretation and effect

- 2.1 In this Transition Document the following words and expressions shall have the following meanings:

"First Day": is the UNC Implementation Date; and where the context admits a reference to the First Day is to 0600 hours at the start of such Day;

"Last Day": is the Day preceding the UNC Implementation Date; and where the context admits a reference to the Last Day is to 0600 hours at the end of such Day;

"Relevant System": is a System owned or operated by a Relevant Transporter;

"Relevant Transporter": is a Transporter other than National Grid;

"National Grid Framework Agreement": is the Framework Agreement between National Grid and Users dated 26 February 1996.

UNIFORM NETWORK CODE - TRANSITION DOCUMENT

PART II – TRANSPORTATION PRINCIPAL DOCUMENT

PART IIA - GENERAL

1. Introduction

1.1 This Part II contains provisions:

- (a) for the commencement in relation to Relevant Systems of the arrangements provided for in the Transportation Principal Document (and where relevant the General Terms), which provisions are in Part IIB;
- (b) pursuant to which the arrangements provided for in the Transportation Principal Document are modified for certain specified periods, which provisions are in Part IIC; and
- (c) for a Contingency Balancing Arrangement as provided for in the Transportation Principal Document, which provisions are in Part IID.

1.2 For the purposes of this Part II:

- (a) **"relating to a Relevant System"** means relating to or applicable in relation to that System, or any System Point, or the conveyance of gas in or delivery or offtake of gas to or from that Relevant System, and 'relate to a Relevant System' shall be construed accordingly;
- (b) a reference to a 'parameter' includes any quantity, term, designation, feature, characteristic, condition, specification, registration or other matter provided for in the Code; and a reference to a parameter 'value' is to the value, amount, description, quality or other state (as appropriate) of any such parameter.

2. National Grid

2.1 For the avoidance of doubt, National Grid's Network Code (as modified with effect from the First Day by the Code Modification referred to in the definition of UNC Implementation Date) shall continue in force in accordance with its terms in relation to Systems other than Relevant Systems, and Part IIB shall not apply in respect of National Grid's Network Code.

2.2 With effect from the First Day, National Grid and Users hereby release each other from all rights, obligations and liabilities under National Grid's Network Code, the National Grid Framework Agreement and any Ancillary Agreement which:

- (a) relate to a Relevant System; and
- (b) by virtue of the operation of Part IIB become rights, obligations and liabilities between, and enforceable by, the Relevant Transporter and Users.

3. Collective actions and parameters

3.1 Anything done by National Grid pursuant to National Grid's Network Code on or before the Last Day which (if it were done on or after the First Day) would be required (by the provisions of the Transportation Principal Document) to be done by the Transporters collectively, shall (unless and until actually done by the Transporters collectively) be deemed to have been done

by the Transporters collectively pursuant to the Code for the purposes of its application on and with effect from the First Day.

- 3.2 Where on and after the First Day any parameter under the Transportation Principal Document is to apply to or in relation to the Transporters collectively, the value of the equivalent parameter (applying to or in relation to National Grid under National Grid's Network Code) as at the Last Day shall be deemed to apply to or in relation to the Transporters collectively on and with effect from the First Day for the purposes of the Code.
- 3.3 Anything decided or otherwise done by the Network Code Committee on or before the Last Day shall be deemed, for the purposes of the application of the Transportation Principal Document or General Terms on and with effect from the First Day, to have been decided or done by the Uniform Network Code Committee.
- 3.4 In accordance with paragraph 3.1, for the purposes of TPD Section V10.2, amounts payable by National Grid pursuant to Compensation Rules in respect of months (in the Compensation Year in which the Last Day falls) up to the month in which the Last Day falls shall be treated as having been payable by the Transporters.

4. Existing Transportation Charges

4.1 In this Transition Document:

- (a) subject to paragraph (b)(ii), "**Existing Transportation Charges**" means:
- (i) amounts relating to a Relevant System which:
 - (1) are payable by a User or National Grid pursuant to National Grid's Network Code by way of Transportation Charge, or otherwise pursuant to any provision of National Grid's Network Code which provides for an amount to be payable (but for the avoidance of doubt not including Energy Balancing Charges); and
 - (2) accrue in respect of any period ending on or before the Last Day;
 - (ii) amounts payable by National Grid or a User by way of Invoice Credit, rebate or other adjustment in respect of an amount in paragraph (i);
 - (iii) amounts payable by National Grid or a User by way of interest in respect of an amount in paragraph (i) or (ii); and
 - (iv) any amount payable by National Grid or a User upon the resolution of any Invoice Query or dispute in respect of an amount in paragraph (i), (ii) or (iii) whether or not an Invoice has been issued on or before the Last Day in respect of such amount;
- (b) Existing Transportation Charges include amounts relating to a Relevant System:
- (i) which are payable by National Grid or a User pursuant to National Grid's Network Code by way of Reconciliation Transportation Charge Adjustments in respect of LDZ Commodity Charges or Commodity Variable Components (if any) of Customer Charges pursuant to Individual Reconciliation or Aggregate NDM Reconciliation carried out on or before the Last Day; and

- (ii) in respect of which an Invoice has been issued by National Grid on or before the last Day of the month in which the First Day falls.
- 4.2 Existing Transportation Charges shall continue to be payable by or to National Grid under National Grid's Network Code (and shall not become payable by or to the Relevant Transporter), and National Grid shall continue to issue Invoices after the Last Day in respect of Existing Transportation Charges.
- 4.3 Any dispute, whether existing as at the Last Day or arising on or after the First Day, as to (or so far as relating to) any Existing Transportation Charges shall be a dispute under National Grid's Network Code between National Grid and the relevant User(s).

UNIFORM NETWORK CODE - TRANSITION DOCUMENT**Part IIB – Relevant Transporters****1 Introduction**

- 1.1 Anything done by a User or National Grid pursuant to, and any circumstance existing under, National Grid's Network Code on or before the Last Day, so far as relating to a Relevant System, shall be deemed to have been done (by the User or the Relevant Transporter) pursuant to or exist under the Relevant Transporter's Network Code for the purposes of its application on and with effect from the First Day, except as provided in paragraph 4 of Part IIA or expressly provided in this Part IIB.

2. General

- 2.1 In accordance with paragraph 1.1, for the purposes of giving effect to a Relevant Transporter's Network Code on the First Day, all parameter values established and prevailing pursuant to the terms of National Grid's Network Code as at the Last Day and relating to a Relevant System shall be deemed to have been established and be prevailing on and with effect from the First Day in accordance with the equivalent terms of the Relevant Transporter's Network Code.
- 2.2 In accordance with paragraph 1.1, subject to paragraph 3 of Part IIA, any determination made, discretion exercised or step taken by National Grid pursuant to National Grid's Network Code on or before the Last Day and relating to a Relevant System shall be deemed with effect from the First Day to be a determination made, discretion exercised or step taken by the Relevant Transporter in accordance with the equivalent terms of the Relevant Transporter's Network Code.

3. Values and parameters

- 3.1 The parameters values referred to in paragraph 2.1 shall include, but not be limited to, the following:

TPD Section	Value and parameter
TPD Section B: System Use and Capacity	A User's Registered and Available System Capacity in respect of relevant System Points
	Overrun amounts and Supply Point Ratchet amounts at respect of relevant System Points
TPD Section C: Nominations	Input Nominations, Output Nominations and Renominations
TPD Section G: Supply Points	Registered Users and Registered Supply Points.
	Annual Quantities, Supply Point Offtake Rates, maximum offtake rates, Maximum Supply Point Offtake Rates and Aggregate Bottom-stop Capacity in respect of relevant System Points
	Designation of relevant Supply Points as Firm, Interruptible or TNI Supply Points and remaining available Interruption Allowances

	for the Gas Year at relevant Supply Points
TPD Section H: Demand Models and Demand Forecasting	End User Categories, Demand Models, Composite Weather Variables, Weather Variable Coefficients and seasonal normal values
TPD Section L: Maintenance and Operational Planning	Programmed Maintenance in respect of relevant System Points
TPD Section N: Shrinkage	Shrinkage Factors applying in respect of relevant System(s)
TPD Section Q: Emergencies	Designation of Priority Consumers in respect of relevant System Points
TPD Section U: UK Link	Planned UK Link downtime
TPD Section Z: National Grid LNG Storage Facilities	Gas-in-storage for the purposes of TPD Section B1.9.2(a)

4. Code Communications

In accordance with paragraph 1.1, but subject to paragraphs 3 and 4 of Part IIA, a Code Communication made or received for the purposes of National Grid's Network Code on or before the Last Day shall to the extent relating to a Relevant System be deemed to have been made or received and be effective in accordance with the equivalent terms of the Relevant Transporter's Network Code.

5. Invoices

For the avoidance of doubt, in accordance with paragraph 1.1, amounts relating to a Relevant System and payable by way of Transportation Charge, other than Existing Transportation Charges, shall be payable by or to the Relevant Transporter pursuant to the Relevant Transporter's Network Code.

6. Accrued rights, obligations and liabilities

In accordance with paragraph 1.1, but subject to paragraph 4 of Part IIA, the rights, obligations and liabilities of National Grid and a User under National Grid's Network Code, the National Grid Framework Agreement and any Ancillary Agreement as outstanding on the Last Day and so far as relating to a Relevant System, shall be deemed with effect from the First Day to be rights, obligations and liabilities between, and enforceable by, the Relevant Transporter and the User.

7. Ancillary Agreements and NEAs/NExA

- 7.1 In accordance with paragraph 1.1, where (as at the Last Day) National Grid and a User or Users are party to an Ancillary Agreement relating to a Relevant System, subject to paragraph (b), the Ancillary Agreement shall be deemed with effect from the First Day to be an agreement between the Relevant Transporter and the relevant User(s) and in respect of which National Grid is no longer a party.

- 7.2 In accordance with paragraph 1.1, where (as at the Last Day) there is a Network Exit Agreement or there are Network Entry Provisions in force relating to a Relevant System, parameter values contained or provided for in or determined under such Network Exit Agreement or Network Entry Provisions shall be deemed on and with effect from the First Day to apply for the purposes of the Relevant Transporter's Network Code (unless and until the Relevant Transporter enters into an equivalent Network Exit Agreement or Network Entry Provisions).
- 7.3 For the purposes of the Ancillary Agreement which applies in relation to the Connected System Exit Point referred to in TPD Section A1.7.5, in relation to the provisions of such Ancillary Agreement which:
- (a) relate to the offtake of gas from the NTS for conveyance to the Scottish Independent Network at Stranraer, and
 - (b) apply (as at the Last Day) to National Grid in the capacity of owner and operator of such Scottish Independent Network

the DN Operator which operates the Scottish Independent Network at Stranraer shall be deemed with effect from the First Day to be a party to such Ancillary Agreement in the place of National Grid, and references to National Grid shall be construed accordingly.

8. Publications and procedures etc

- 8.1 In accordance with paragraph 1.1, subject to paragraph 3 of Part IIA, any document or publication made available by National Grid and relating to a Relevant System shall be deemed to have been made available or published by the Relevant Transporter in accordance with the equivalent terms of the Relevant Transporter's Network Code.
- 8.2 In accordance with paragraph 1.1, where pursuant to National Grid's Network Code any procedures, conditions, methodologies or standards relating to a Relevant System apply, the same procedures, conditions, methodologies or standards shall be deemed to be the procedures, conditions, methodologies or standards applying with effect from the First Day for the purposes of the Relevant Transporter's Network Code.

9. Disputes

Subject to paragraph 4 of Part IIA, any dispute existing and outstanding on the Last Day between National Grid and a User and relating to a Relevant System shall be deemed with effect from the First Day to be a dispute existing and outstanding under the Relevant Transporter's Network Code between the Relevant Transporter and the relevant User.

10. External UK Link Users

Each person permitted to have access to and use of UK Link pursuant to National Grid's Network Code shall be deemed with effect from the First Day to have been permitted access to and use of UK Link pursuant to each Relevant Transporter's Network Code.

11. User Agents

Each person appointed by a User as a User Agent pursuant to National Grid's Network Code shall be deemed with effect from the First Day to have been appointed as a User Agent by the same User for the same period and in respect of the same category of UK Link Code Communications pursuant to each Relevant Transporter's Network Code.

12. Credit cover

- 12.1 For each Relevant Transporter, as at the First Day the Code Credit Rules and (in relation to each User) the Code Credit Limit are the rules and limit established by National Grid (in anticipation of the UNC Implementation Date) separately for each Relevant Transporter on or before the Last Day, and a User may (in anticipation of the UNC Implementation Date) have provided surety or security (taking effect from the First Day) separately for such Relevant Transporter.
- 12.2 Nothing in this Part IIB affects (or operates to transfer to a Relevant Transporter) any surety or security provided by any User to National Grid as at the Last Day pursuant to the National Grid Network Code.

UNIFORM NETWORK CODE - TRANSITION DOCUMENT**PART IIC – TRANSITIONAL RULES****1. UNIFORM NETWORK CODE****1.1 TPD Section B: System Use and Capacity****1.1.1 TPD Section B2.1.5 and Section B2.1.6**

- (a) In respect of any invitation for Quarterly NTS Entry Capacity issued prior to 31 March 2007, then the Unsold NTS Entry Capacity which National Grid NTS shall be required to offer in such invitation shall be determined as follows:

In respect of an Aggregate System Entry Point and in relation to a Day in a calendar month in a Formula Year, "**Unsold NTS Entry Capacity**" is the amount of Firm NTS Entry Capacity that National Grid NTS has, in relation to each Day in a calendar quarter, an obligation to make available (in accordance with the procedures set out in UNC TPD Section B2) to Users pursuant to paragraph 14(5)(f) of Part 2 of Special Condition C8B of National Grid NTS's Transporter's Licence as, in the case of Quarterly NTS Entry Capacity to be made available under UNC TPD Section B2.2, set out in National Grid NTS's Transportation Statement; provided that where the Authority has so consented in writing:

- (i) such Unsold NTS Entry Capacity shall not include any NTS Entry Capacity which National Grid NTS assesses it may be unable to physically deliver for any reason if such NTS Entry Capacity were to be allocated at a given Aggregate System Entry Point, including for example, due to the length of time required to obtain consents or construction challenges; and
- (ii) such Unsold NTS Entry Capacity for a particular Aggregate System Entry Point shall be zero where National Grid NTS assesses there is an expectation that National Grid NTS would be required to accept daily capacity offers pursuant to UNC TPD Section B2.10 in respect of previously allocated NTS Entry Capacity at that Aggregate System Entry Point;

and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.5 shall not apply for the purposes of UNC TPD Section B2.2 in relation to any invitations for Quarterly NTS Entry Capacity issued prior to 31 March 2007.

- (b) In respect of any allocations of Quarterly NTS Entry Capacity pursuant to an invitation issued prior to 31 March 2007, then, for the purposes of the application of UNC TPD Section B2.6, the amount of Unsold NTS Entry Capacity in existence at a particular time will, unless expressly stated otherwise, be calculated by reference to a continuing obligation to make available Firm NTS Entry Capacity through the application of paragraph 14(5) of Part 2 of Special Condition C8B of National Grid NTS's Transporter's Licence prior to the time at which the amount of Unsold NTS Entry Capacity is to be ascertained; provided that where the Authority has so consented in writing:
- (i) the amount of Unsold NTS Entry Capacity in existence at a particular time shall not include any NTS Entry Capacity which National Grid NTS assesses it may be unable to physically deliver for any reason if such NTS Entry Capacity were to be allocated at a given Aggregate System Entry Point, including for

example, due to the length of time required to obtain consents or construction challenges; and

- (ii) the amount of Unsold NTS Entry Capacity in existence at a particular time for a particular Aggregate System Entry Point shall be zero where National Grid NTS assesses there is an expectation that National Grid NTS would be required to accept daily capacity offers pursuant to UNC TPD Section B2.10 in respect of previously allocated NTS Entry Capacity at that Aggregate System Entry Point;

and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.6 shall not apply in such circumstances.

- (c) Where (by virtue of the provisions of paragraph 1.1.1(a) or 1.1.1(b) above) the Unsold NTS Entry Capacity for a particular Aggregate System Entry Point is zero for a particular calendar quarter, then the Unsold NTS Entry Capacity for the purposes of paragraphs 2.2 (in relation to Monthly NTS Entry Capacity only), 2.3 or 2.4 of UNC TPD Section B shall also be deemed to be zero for each calendar month or Day within such calendar quarter, and (for the avoidance of doubt) the provisions of UNC TPD Section B2.1.5 shall not apply for the purposes of UNC TPD Section B2.2 (in relation to Monthly NTS Entry Capacity only), 2.3 or 2.4 in such circumstances.

1.1.2 TPD Section B2.2.1(d)

- (a) Notwithstanding TPD Section B2.2.1(d) (which requires that National Grid NTS will invite, and Users may make, applications for Quarterly NTS System Entry Capacity during the month of September in each Capacity Year), for the Capacity Year commencing on 1 April 2005 National Grid NTS will invite, and Users may make, applications for Quarterly NTS Entry Capacity in respect of each Aggregate System Entry Point for the periods specified in TPD Section B2.2.2(b) no earlier than 1 September 2005 and no later than 30 November 2005.

1.2 TPD Section J: Exit Requirements

1.2.1 TPD Section J3.11:

- (a) Unless the CSEP Network Exit Agreement provides otherwise, the CSEP Liability Sharing Proportion in respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies shall (notwithstanding TPD Section J3.11.7) be:
 - (i) until such time, not earlier than 1 May 1997, at which another proportion is determined under paragraph (c), one;
 - (ii) with effect from such time, the proportion (applicable to the relevant LDZ Connected System Exit Point) so determined.
- (b) All relevant CSEP Users and the Transporter agree to meet, commencing reasonably promptly after the date of the Code, and review together on a mutually agreeable basis (in consultation with relevant Connected System Operators and with the Authority) what principles are appropriate to determine CSEP Liability Sharing Proportions.
- (c) In respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies, the proportion referred to in paragraph (a) shall be such proportion, or the proportion determined by such mechanism, as following the review under paragraph (b) the Transporter shall with Condition A11(18) Approval of the Authority determine

and notify to the relevant CSEP Users and Connected System Operator.

1.3 TPD Section M: Supply Point Metering

1.3.4 TPD Section M2.1

Until 12 July 2006 but not thereafter, for the purposes of Section M:

(a) where:

- (i) a Supply Meter Point does not relate to premises covered by Standard Condition 34(2) of the Supplier's Licence; and
- (ii) any supplier or any User in relation to such Supply Meter Point has provided or requested, or is providing or requesting, another to provide a Supply Meter Installation (other than where the Supply Meter Installation belongs to a consumer, or is lent or hired to a consumer and is the responsibility of a person other than a Gas transporter or supplier) for such Supply Meter Point;

then the Registered User in respect of such Supply Meter Point shall secure that:

- (1) where the Supply Meter Installation at such Supply Meter Point is installed after the 12 July 2004, appropriate approval, appraisal and authorisation will be obtained from the Transporter to the extent required by section 6 of the MAM CoP; and/or
- (2) after 12 July 2004, such Supply Meter Installation at such Supply Meter Point is maintained by a Meter Asset Manager appointed by the supplier or the User; and

(b) where the Transporter discovers after the 12 July 2004 that in respect of such Supply Meter Installation paragraphs (a)(1) and/or (2) have not been complied with then the Transporter shall notify the Registered User accordingly and the Registered User will:

- (i) within fourteen (14) calendar days of receipt of the notice from the Transporter ensure that such Supply Meter Installation is re-installed and/or maintained by a Meter Asset Manager and notify the Transporter of the identity of such Meter Asset Manager; or
- (ii) where it is not practicable to ensure the performance of such reinstallation and/or maintenance within such 14 calendar day period, within 7 calendar days of receipt of the notice from the Transporter notify the Transporter of the reasons for this and the date by which it will ensure such re-installation and/or maintenance is performed by a Meter Asset Manager and promptly notify the Transporter when such work has occurred;

(c) where the Registered User has failed to fully comply with paragraphs (a)(1) or (2) the Transporter, acting reasonably, shall be entitled to take whatever steps it deems necessary (including the inspection, repair, replacement or disconnection of the Supply Meter Installation) to ensure that the Transporter complies with any Legal Requirements imposed upon it, and the Registered User shall reimburse the Transporter in respect of any and all costs, expenses and charges reasonably incurred or expended by or on behalf of the Transporter in taking such steps;

- (d) the Transporter's entitlement in paragraph (c) is without prejudice to the Transporter's entitlement at any time to make safe any Supply Meter Installation (including disconnection) for this purpose;
- (e) for the purposes of paragraph (a) "**Meter Asset Manager**" means:
 - (i) a person approved by the Authority as possessing expertise satisfactorily to provide services in relation to Supply Meter Installations or a class or description of persons so approved; or
 - (ii) an undertaking approved by the Authority as having staff possessing the requisite expertise;

and, for the purposes of this definition, "**approved by the Authority**" means approved by it for the purposes of this paragraph generally and "**staff**" includes officers, servants and agents;

1.3.5 TPD Section M3.8.1

Where a User submits a Supply Point Confirmation with a Supply Point Registration Date which becomes effective up to and including 8 July 2004 and the Supply Point Confirmation records a change only to the supplier identity (but not a change to the User identity or the Supply Point configuration) then the requirement of the User to obtain and provide an Opening Meter Reading (in accordance with TPD Section M3.8.2) shall not apply and where, in the absence of any such Opening Meter Reading, any notional Meter Reading is used by the Transporter as an estimated Meter Reading (in accordance with TPD Section M3.8.5) it shall not be included in the calculation (in accordance with TPD Section M3.8.10(c)) of the number of estimated Meter Readings in respect of which the User is required to pay a charge and the Transporter shall not levy such charge (in accordance with TPD Section M3.8.10 (a)) in respect of such estimated Meter Readings.

1.4 TPD Section R: Storage

1.4.1 TPD Section R4.1.4

For the purposes of TPD Section R4.1.4, in relation to the Storage Year commencing 1 May 2003, where any Storage Facility is to be a Constrained Storage Facility for that Storage Year, National Grid will, not later than 1 April before the start of that Storage Year, publish a document (the "**Constrained Storage Statement**") containing the following details for each Constrained Storage Facility:

- (a) the "**Constrained Point(s)**", being a point or points on the NTS as identified by National Grid NTS as being relevant, for the purposes of TPD Section R4, to a Constrained Storage Facility;
- (b) the rate of flow ("**Constrained Threshold Demand Flow**") at a Constrained Storage Point at which National Grid may make Constrained Storage Renominations in respect of the relevant Constrained Storage Facility;
- (c) the System Entry Capacity Charges in respect of the relevant Storage Connection Point;
- (d) a percentage for each Week in the Winter Period for the purposes of TPD Section R4.4.3.

1.4.2 TPD Section R1.4

In respect of the LNG Facility which is from time to time operated by National Grid and is located at Isle of Grain (the "**National Grid LNG Isle of Grain Storage Facility**"), the Storage Year 2004/5 shall be the period from 1 May 2004 until the earlier of:

- (a) 30 April 2005; or
- (b) the effective date determined in accordance with paragraph 1.4.5 below.

1.4.3 TPD Section R1.7.1

For the duration of Storage Year 2004/5 relating to the National Grid LNG Isle of Grain Storage Facility, the National Grid LNG Isle of Grain Storage Facility shall be a 'National Grid LNG Storage Facility'.

1.4.4 TPD Section R4.1.1

For the duration of Storage Year 2004/5 relating to the National Grid LNG Isle of Grain Storage Facility, the National Grid LNG Isle of Grain Storage Facility shall be a 'Constrained Storage Facility'.

1.4.5 TPD Section R

For the purposes of paragraph 1.4.2, the effective date shall be a date not earlier than the date notified by National Grid LNG Storage for these purposes in the Annual Storage Invitation issued by National Grid LNG Storage pursuant to TPD Section Z in respect of Storage Year 2004/5, and shall be 0600 hours on a date falling between 1 January 2005 and 1 June 2005 (the "**First Window Period**") and established by National Grid LNG Storage in accordance with the following procedure:

- (a) National Grid LNG Storage shall give at least 180 days notice, before the commencement of the First Window Period, of a 100 day period falling within the First Window Period (the "**Second Window Period**") during which the effective date shall fall; and
- (b) National Grid LNG Storage shall give at least 90 days notice, before the commencement of the Second Window Period, of a 45 day period falling within the Second Window Period (the "**Third Window Period**") during which the effective date shall fall; and
- (c) National Grid LNG Storage shall give at least 30 days notice, before the commencement of the Third Window Period, of the day falling within the Third Window Period, which shall be the effective date,

and if National Grid LNG Storage does not so notify any such period or day, the relevant period or day shall be the latest day or period possible in accordance with the foregoing.

1.4.6 For the purposes of the Code, there shall be deemed to be no 'Isle of Grain LNG Importation Facility' until the effective date established in accordance with paragraph 1.4.3.

1.5 TPD Section S: Invoicing and Payment

1.5.1 TPD Section S2.1

From the Reconciliation by Difference Date the Invoice Items to be comprised in a Reconciliation Invoice for the purposes of Aggregate NDM Reconciliation may be contained in an Ad-hoc Invoice.

1.6 OAD Section H: NTS Long Term Demand Forecasting**1.6.2 OAD Section H paragraph 2.7**

By 15 September 2005 the DNO shall provide to National Grid NTS the forecast rate of volume flow (MCM per day) and Offtake Flexibility Quantity (MCM per day) in relation to a 1 in 20 peak day in respect of each of its NTS/LDZ Offtakes for each of the five Gas Years commencing with the Gas Year ending 30 September 2006 and ending with the Gas Year ending 30 September 2010;

1.6.2 OAD Section H paragraph 2.8

By 15 October 2005 National Grid NTS shall provide to the DNO the forecast of the availability of NTS Offtake (Flat) Capacity, NTS Offtake (Flexibility) Capacity and Assured Offtake Pressures in respect of each of its NTS/LDZ Offtakes for each of the two Gas Years commencing with the Gas Year ending 30 September 2009 and ending with the Gas Year ending 30 September 2010.

2. TRANSPORTATION CONSTRAINTS

- 2.1 The provisions of paragraphs 2.2 to 2.5 (inclusive) shall not apply until such time as by way of Code Modification this paragraph 2.1 no longer applies.
- 2.2 Where after 24:00 hours on the Preceding Day it appears to National Grid NTS that a Transportation Constraint is likely to arise or has arisen at a System Entry Point, National Grid NTS may take (at such time as it judges operationally appropriate), but shall not be required to, Market Balancing Sell Actions at the relevant System Entry Point with a view to gas flow rates at such point being reduced so as to avoid such Transportation Constraint.
- 2.3 Nothing in paragraph 2.2 shall prejudice TPD Section I3.7.
- 2.4 In TPD Section D1.3 references to Operational Balancing shall be construed as including steps taken by National Grid NTS under paragraph 2.2 in respect of a Transportation Constraint or anticipated Transportation Constraint, and references to Operational Balancing Steps and Operational Balancing Requirements shall be construed accordingly.
- 2.5 Where National Grid NTS takes a Market Balancing Sell Action pursuant to this paragraph 2 the relevant User's Available System Entry Capacity (determined as Adjusted pursuant to TPD Sections B2.7.10, 2.8.3 and 2.8.5) at the relevant System Entry Point on the Day in respect of which such Market Balancing Sell Action was taken shall for the purposes of TPD Section B2.10 be reduced by an amount equivalent to the Market Balancing Action Quantity in relation thereto.

UNIFORM NETWORK CODE - TRANSITION DOCUMENT**PART IID – FLEXIBILITY BIDDING****1 GENERAL**

The provisions of this Part IID constitute a Contingency Balancing Arrangement and may have effect in accordance with TPD Section D2.4 from the time specified by National Grid NTS in a notice given to Users pursuant to TPD Section D2.4.

2 FLEXIBILITY BIDDING**2.1 Flexibility Bid**

2.1.1 For the purpose of this Part IID, a "**Flexibility Bid**" is an offer by a User (a "**Bidding User**"):

- (a) to sell gas to National Grid NTS on a Day at the Bid Price by delivering or increasing deliveries of gas to the Total System at a System Entry Point (a "**System Entry Buy**") or by reducing the offtake of gas from the Total System at a Flexibility Eligible System Exit Point (a "**System Exit Buy**"); or
- (b) to buy gas from National Grid NTS on a Day at the Bid Price by offtaking or increasing the offtake of gas from the Total System at a Flexibility Eligible System Exit Point (a "**System Exit Sell**") or by reducing deliveries of gas to the Total System at a System Entry Point (a "**System Entry Sell**")

and in each case to modify the gas flow rate and to be deemed to make a Nomination or Renomination accordingly.

2.1.2 For the purpose of this Part IID a "**System Sell**" is a System Entry Sell or a System Exit Sell and a "**System Buy**" is a System Entry Buy or a System Exit Buy.

2.1.3 For the purpose of paragraph 2.1.1 a "**Flexibility Eligible System Exit Point**" is any System Exit Point other than an NDM Supply Point Component, DMA Supply Point Component or SDMC(I) Supply Point Component or relevant Connected System Exit Point.

2.2 Bidding requirements

2.2.1 A User may at any time commencing 30 Days before the Gas Flow Day until 04:00 hours on the Gas Flow Day make a Flexibility Bid by submitting to National Grid NTS a notice ("**Flexibility Bid Notice**"), subject to and in accordance with this paragraph 2.

2.2.2 A Flexibility Bid Notice shall specify:

- (a) the identity of the Bidding User;
- (b) the Day or (in accordance with paragraph 2.4.1(b)) Days for which the bid or bids are made;
- (c) whether the bid is for a System Entry Buy, System Entry Sell, System Entry Exit;
- (d) the Bid Entry Point or Bid Exit Point;
- (e) the maximum and the minimum quantity of gas (which may be the same) for which the bid is made, or (in accordance with paragraph 2.4.1(a)) alternative maximum and minimum quantities:

- (f) in the case of a System Entry Buy, an estimate of either:
 - (i) the calorific value; or
 - (ii) the volume of the maximum quantity within the quantity range, of the Flexibility Gas;
 - (g) the flexibility lead time or (in accordance with paragraph 2.4.1(a)) alternative flexibility lead times;
 - (h) the maximum and minimum Flexibility Flow Rate Changes (which may be the same) for which the bid is made, or (in accordance with paragraph 2.4.1(a)) alternative maximum and minimum such changes; and
 - (i) the Bid Price, or (in accordance with paragraph 2.4.1(a)) alternative Bid Prices.
- 2.2.3 A Flexibility Bid may not be made subject to any condition (other than one expressly provided for in this Part IID) and National Grid NTS may at its option accept (notwithstanding any purported condition other than one so provided for) or disregard a Flexibility Bid which purports to be so conditional.
- 2.2.4 A Flexibility Bid Notice may not be amended (but a User may withdraw such a notice and submit a further notice in accordance with this Part IID).
- 2.2.5 In accordance with paragraph 5.2 a User may make a Flexibility Bid without holding System Capacity at the Bid System Point.
- 2.3 Bid restrictions**
- 2.3.1 A Flexibility Bid for a System Entry Buy or System Entry Sell may not be made for a minimum Flexibility Flow Rate Change of less than 0.05 MCM/Day.
- 2.3.2 A User may not have outstanding for any Day more than two Flexibility Bids for System Entry Buys nor more than two Flexibility Bids for System Entry Sells for which the minimum Flexibility Flow Rate Change is less than 0.5 MCM/Day.
- 2.3.3 There is no limit on the number of Flexibility Bids which a User may have outstanding for System Entry Buys or System Entry Sells for which the minimum Flexibility Flow Rate Change is not less than 0.5 MCM/Day.
- 2.3.4 A User may not have outstanding for any Day more than the relevant number of Flexibility Bids for a System Exit Buy nor more than the relevant number of Flexibility Bids for a System Exit Sell in respect of any Flexibility Eligible System Exit Point, where the relevant number is four in the case of a VLDMC Supply Point Component and one in the case of any other Flexibility Eligible System Exit Point.
- 2.3.5 For the purpose of this paragraph 2.3:
- (a) a Flexibility Bid is outstanding for a Day where and for so long as it has been made by a User and not withdrawn under paragraph 2.7 or accepted under paragraph 3.0;
 - (b) a flexibility option bid under paragraph 2.4.1(a) counts as one bid notwithstanding the number of bid alternatives thereunder.
- 2.3.6 Where a User makes a Flexibility Bid, the condition in paragraph 3.4.2 must be capable of being satisfied (assuming acceptance of the Flexibility Bid at the time the bid is made, and

taking account of the Flexibility Effective Time) for all quantities within the quantity range, all Flexibility Flow Rate Changes within the Flow Rate Change Range, and in the case of a flexibility option bid (in accordance with paragraph 2.4.1(a)) for all options.

2.4 Options for Flexibility Bidding

2.4.1 A User submitting a Flexibility Bid Notice may:

- (a) subject to paragraph 2.4.2 designate the Flexibility Bid as a "**flexibility option bid**", in which case the Flexibility Bid Notice shall specify alternative combinations (each one a "**bid alternative**") of quantity ranges, flexibility lead times, Flow Rate Changes Ranges, and Bid Prices for which the bid is made; and/or
- (b) where the Flexibility Bid Notice contains a Flexibility Bid for a System Entry Buy or System Exit Sell, specify a number of consecutive Days for which the Flexibility Bid Notice is submitted and designate the notice as made either:
 - (i) under this paragraph (i), in which case the Flexibility Bid may be accepted by National Grid NTS for any one but only one of the specified Days;
 - (ii) under this paragraph (ii), in which case the Flexibility Bid Notice shall contain identical bids for each of the specified Days and may be accepted by National Grid NTS for all or any one or more of the specified Days

without prejudice to paragraphs 2.3.5(b) and 2.4.3, each of the bid alternatives within a flexibility option bid shall be treated as a separate Flexibility Bid.

2.4.2 For the purposes of paragraph 2.4.1(a), a User may not in a flexibility option bid specify more than:

- (a) in the case of a System Entry Point or VLDMC Supply Point Component, 3 bid alternatives;
- (b) in the case of any other Flexibility Eligible System Exit Point, 2 bid alternatives.

2.4.3 Where a User submits a flexibility option bid:

- (a) National Grid NTS may accept the Flexibility Bid for any one of the bid alternatives;
- (b) acceptance by National Grid NTS of the Flexibility Bid for one of the bid alternatives shall extinguish the Flexibility Bid (but where the Flexibility Bid Notice is made under paragraph 2.4.1(b)(ii), only for the relevant Day) as to the remaining bid alternatives.

2.4.4 Acceptance by National Grid NTS of a Flexibility Bid for a quantity less than the maximum within the quantity range shall extinguish the Flexibility Bid as to the remaining quantity.

2.5 Turn-down bids

2.5.1 Where a User makes a Flexibility Bid for a System Entry Sell or a System Exit Buy, the bid shall not be valid until and unless:

- (a) in the case of a System Entry Sell, the Bidding User makes an Input Nomination for the Gas Flow Day at the Bid Entry Point;
- (b) in the case of a System Exit Buy, the Bidding User makes an Output Nomination for

the Gas Flow Day at the Bid Exit Point

in either case for which the Implied Nomination Flow Rate is not less than the maximum Flexibility Flow Rate Change.

- 2.5.2 Where, at a time at which a Flexibility Bid under paragraph 2.5.1 is or has become valid (in accordance with that paragraph) but not been accepted, the Bidding User makes a Renomination in respect of the Bid System Point following which the Implied Nomination Flow Rate is less than the maximum Flexibility Flow Rate Change, the bid shall remain valid but for a maximum Flexibility Flow Rate Change equal to the Implied Nomination Flow Rate (or cease to be valid if the minimum Flexibility Flow Rate Change exceeds the Implied Nomination Flow Rate).
- 2.5.3 During a Bid Evaluation Period or where a Flexibility Bid within paragraph 2.5.1 has been accepted, the Bidding User may not make a Renomination in respect of the Bid System Point as a result of which the Implied Nomination Flow Rate would be less than (as the case may be) the maximum Flexibility Flow Rate Change or the amount determined as the Flexibility Quantity divided by the period (in hours) from the Flexibility Effective Time to the end of the Gas Flow Day.

2.6 Negative Bid Price

- 2.6.1 A Flexibility Bid may specify a negative Bid Price, which represents:
- (a) in the case of a System Buy, an amount that the User is willing to pay in order to increase its deliveries of gas to the Total System or (as the case may be) to reduce its offtake of gas from the Total System at the Bid System Point; and
 - (b) in the case of a System Sell, an amount that the User wishes to be paid in order to reduce its deliveries of gas to the Total System or (as the case may be) to increase its offtake of gas from the Total System at the Bid System Point.
- 2.6.2 For the purpose of paragraph 3.2.3(a), in the case of a System Buy a Flexibility Bid with a negative Bid Price will rank higher, and in the case of a System Sell a Flexibility Bid with a negative Bid Price will rank lower, than (in either case) a Flexibility Bid with a positive Bid Price.
- 2.6.3 For the purposes of paragraph 4.3, where a Flexibility Bid with a negative Bid Price is accepted, payment of the Flexibility Charge will be made by the seller and not the buyer.

2.7 Withdrawal of Flexibility Bid

- 2.7.1 A User may withdraw a Flexibility Bid which has not been accepted by National Grid NTS, subject to and in accordance with this paragraph 2.7.
- 2.7.2 The User shall submit a notice ("**bid withdrawal notice**") specifying:
- (a) the identity of the User; and
 - (b) the Flexibility Bid Notice in respect of the Flexibility Bid(s) to be withdrawn.
- 2.7.3 A Flexibility Bid may not be withdrawn during a Bid Evaluation Period and if a User submits a bid withdrawal notice during a Bid Evaluation Period:
- (a) National Grid NTS will notify the User that a Bid Evaluation Period is current;

- (b) the bid withdrawal notice shall be of no effect and (without prejudice to any further bid withdrawal notice submitted after the end of the Bid Evaluation Period) the Flexibility Bid Notice shall remain in force and the Flexibility Bid thereunder may be accepted (in accordance with paragraph 3) by National Grid NTS.

2.7.4 A bid withdrawal notice may not be withdrawn nor made conditional.

2.7.5 Subject to paragraph 2.7.3 the bid withdrawal notice shall be effective when submitted and the Flexibility Bid Notice (and the Flexibility Bid(s) thereunder, including in the case of a Flexibility Bid Notice under paragraph 2.4.1(b)(ii) the Flexibility Bid for the subsequent Days) shall be withdrawn upon submission of the bid withdrawal notice.

2.8 Definitions

For the purpose of this Part IID, in relation to a Flexibility Bid:

- (a) **"Flexibility Gas"** is gas the subject of the Flexibility Bid;
- (b) the **"Bid Price"** is the price (in pence/kWh) specified by a Bidding User for the Flexibility Bid;
- (c) **"flexibility lead time"** is the period of time required by the User after acceptance by National Grid NTS of the Flexibility Bid before the User will modify the gas flow rate at the Bid System Point;
- (d) **"Flexibility Flow Rate Change"** is:
 - (i) where no earlier Nomination was made in respect of the Bid System Point, the rate (in MCM/Day) at which Flexibility Gas is to be delivered or offtaken;
 - (ii) where an earlier Nomination was made in respect of the Bid System Point, the amount (in MCM/Day) by which the gas flow rate is to be increased or (as the case may be) decreased in respect of Flexibility Gas;
- (e) the **"Bid Entry Point"** or **"Bid Exit Point"** is the System Entry Point or System Exit Point at which the gas flow rate is to be modified; and the **"Bid System Point"** is the Bid Entry Point or Bid Exit Point;
- (f) the **"quantity range"** is the range of quantities defined by the maximum and minimum quantities specified in the Flexibility Bid Notice; and
- (g) the **"Flow Rate Change Range"** is the range of Flexibility Flow Rate Changes defined by the maximum and minimum such changes specified in the Flexibility Bid Notice.

2.9 Bid Information

2.9.1 Users will have access each Day by means of UK Link to the following details in respect of Flexibility Bids which are outstanding for that and any subsequent Day or which have been accepted for that Day; the details (for each bid alternative, in the case of a flexibility option bid) under sub-paragraphs (c), (d), (e), (h) and (i) of paragraph 2.2.2 (but only the maximum values as respects sub-paragraphs (e) and (h)).

2.9.2 The identity of Bidding Users will not be disclosed to Users pursuant to paragraph 2.9.1.

3. ACCEPTANCE OF FLEXIBILITY BIDS

3.1 Acceptance

- 3.1.1 With effect from the Renomination Start Time and throughout the Gas Flow Day National Grid NTS may (in accordance with this paragraph 3) accept Flexibility Bids made for the Gas Flow Day for such quantities of Flexibility Gas as it from time to time requires for purposes of Operational Balancing.
- 3.1.2 For avoidance of doubt National Grid NTS may at different times, or at the same times at different Bid Entry Points or Bid Exit Points, accept Flexibility Bids for System Sells and System Buys for the same Day.

3.2 Bid evaluation and selection

- 3.2.1 Where for the purposes of Operational Balancing National Grid NTS intends to accept Flexibility Bid(s), National Grid NTS will:
- (a) initiate a Bid Evaluation Period;
 - (b) determine which Flexibility Bids are Available in accordance with paragraph 3.2.2;
 - (c) rank the Available Flexibility Bids in accordance with paragraph 3.2.3; and
 - (d) review and select for acceptance Available Flexibility Bids in accordance with paragraph 3.2.4.
- 3.2.2 For the purposes of this Part IID a Flexibility Bid is "**Available**" where:
- (a) the Flexibility Bid was made, and in the case of a Flexibility Bid within paragraph 2.5.1 has become and remains valid in accordance with that paragraph, before the start of the Bid Evaluation Period, and is capable of acceptance in accordance with paragraph 3.4; and
 - (b) the operational balancing quantity is not less than:
 - (i) the minimum quantity in the quantity range under the Flexibility Bid: nor
 - (ii) the product of the minimum Flexibility Flow Rate Change (expressed in kWh/hour) and the period in hours from the expiry (after the time at which the bid would be accepted, and taking into account paragraph 4.1.2(d)) of the flexibility lead time until the end of the Gas Flow Day.
- 3.2.3 Subject to paragraph 3.2.6, Available Flexibility Bids will be ranked:
- (a) in order of price, the highest ranking being the Flexibility Bid:
 - (i) in the case of a System Sell, for which the Bid Price is highest;
 - (ii) in the case of a System Buy, for which the Bid Price is lowest;
 - (b) where two or more Available Flexibility Bids have the same Bid Price, in order of their respective flexibility lead times, the bid with the shortest flexibility lead time being ranked highest among such bids;
 - (c) where two or more Available Flexibility Bids have the same Bid Price and flexibility lead time, in the order in which they were made, the earliest made being ranked highest among such bids.

- 3.2.4 National Grid NTS will, in respect of each ranked Available Flexibility Bid, sequentially in the order ranked (starting with the highest ranking), review such bid to determine whether, having regard to the factors in paragraph 3.2.5, such bid is operationally suitable for acceptance (for the purposes of Operational Balancing), until National Grid NTS has determined to accept Flexibility Bids in aggregate for approximately the operational balancing quantity, whereupon it will accept the Flexibility Bids so determined.
- 3.2.5 The facts referred to in paragraph 3.2.4 are:
- (a) the quantity range, Flow Rate Change Range, Bid System Point, flexibility lead time (taking into account paragraph 4.1.2(d)), and (in the case of a System Entry Point) estimated calorific value or volume of the maximum quantity of Flexibility Gas, of the Flexibility Bid under review;
 - (b) the nature and urgency of the Operational Balancing Requirement, and any prevailing Transportation Constraints;
 - (c) the extent to which (as compared with any other Flexibility Bid) acceptance of the Flexibility Bid would be likely to give rise to a subsequent Operational Balancing Requirement as described in paragraph 1.2.2; and
 - (d) such other consideration as National Grid NTS may reasonably determine in the circumstances to be relevant for the purposes of Operational Balancing.
- 3.2.6 National Grid NTS may elect, before ranking Available Flexibility Bids under paragraph 3.2.3, to exclude Flexibility Bids which (on the basis of any one or more of the factors referred to in paragraph 3.2.5) are not operationally suitable for acceptance.
- 3.2.7 National Grid NTS will secure that the Bid Evaluation Period is not longer than is reasonably necessary in the circumstances to enable National Grid NTS properly to carry out the actions described in this paragraph 3.2.
- 3.2.8 For the purposes of this Part IID:
- (a) the "**Bid Evaluation Period**" is a period in which, where National Grid NTS intends to accept Flexibility Bids, it evaluates and accepts Flexibility Bids in accordance with this paragraph 3.2;
 - (b) the "**operational balancing quantity**" is the quantity of gas required for Operational Balancing purposes.
- 3.2.9 National Grid NTS will maintain records (which for the avoidance of doubt will not be available to Users) which will include the times at which and reasons for which it initiates Bid Evaluation Periods, the times at which Bid Evaluation Periods are closed and the reasons for which it accepts Flexibility Bids.

3.3 Acceptance procedure

- 3.3.1 A Flexibility Bid shall be accepted where National Grid NTS gives notice of acceptance to the Bidding User.
- 3.3.2 Notice of acceptance by National Grid NTS of a Flexibility Bid shall specify:
- (a) the Flexibility Bid Notice;
 - (b) the quantity (within the quantity range) and Flexibility Flow Rate Change for which

the bid is accepted;

- (c) where the bid was a flexibility option bid, the bid alternative for which the bid is accepted; and
- (d) where the Flexibility Bid Notice was made under paragraph 2.4.1(b), the Day for which the bid is accepted.

3.3.3 Where National Grid NTS accepts a Flexibility Bid, National Grid NTS will (but without prejudice to the effectiveness of such acceptance) give such further notice of acceptance to the Bidding User by Active Notification Communication.

3.4 Restrictions on acceptance

3.4.1 National Grid NTS shall not accept a Flexibility Bid at a time, and/or for a quantity or flexibility lead time, where as a result the condition in paragraph 3.4.2 would not be satisfied.

3.4.2 The condition referred to in paragraph 3.4.1 is that:

- (a) the Flexibility Flow Rate Change for which the Flexibility Bid is accepted lies within the Flow Rate Change Range; and
- (b) the quantity for which the Flexibility Bid is accepted is not greater than the product of the accepted Flexibility Flow Rate Change and the period (in hours) from the Flexibility Effective Time until the end of the Gas Flow Day.

4 FLEXIBILITY QUANTITY AND CONTRACT

4.1 Effect of acceptance

4.1.1 Where (in accordance with paragraph 3.3) National Grid NTS accepts a Flexibility Bid:

- (a) the Flexibility Quantity shall be deemed to be sold and purchased pursuant to a System Clearing Contract;
- (b) the Flexibility Quantity shall be taken into account in the determination of the User's Daily Imbalance in accordance with TPD Section E5.1;
- (c) the Bidding User shall be deemed to have made a Renomination in respect of the Bid System Point in accordance with paragraph 4.2.

4.1.2 For the purposes of this Part IID, in relation to an accepted Flexibility Bid:

- (a) the "**Accepted Price**" is the Bid Price or (in the case of a flexibility option bid) the Bid Price for which the bid was accepted;
- (b) the "**Flexibility Quantity**" is the quantity of gas for which the bid was accepted;
- (c) the "**Flexibility Charge**" is the Flexibility Quantity multiplied by the Accepted Price;
- (d) the "**Flexibility Effective Time**" is the hour (in accordance with TPD Section C1.9.1) of the Gas Flow Day immediately after the elapse, from the time at which National Grid NTS gave notice of acceptance of the Flexibility Bid, of the flexibility lead time, or (in the case of a flexibility option bid) the flexibility lead time for which the bid was accepted.

4.2 Flexibility Nominations

- 4.2.1 In the case of a System Entry Buy the Bidding User shall be deemed to have made an original Input Nomination for, or a Renomination increasing the Nomination Quantity under its prevailing Input Nomination by, the Flexibility Quantity.
- 4.2.2 In the case of a System Exit Buy the Bidding User shall be deemed to have made a Renomination decreasing the Nomination Quantity under its prevailing Output Nomination by the Flexibility Quantity.
- 4.2.3 In the case of a System Entry Sell the Bidding User shall be deemed to have made a Renomination decreasing the Nomination Quantity under its prevailing Input Nomination by the Flexibility Quantity.
- 4.2.4 In the case of a System Exit Sell the Bidding User shall be deemed to have made an original Output Nomination for, or a Renomination increasing the Nomination Quantity under its prevailing Output Nomination by, the Flexibility Quantity.
- 4.2.5 Where the Flexibility Effective Time is after the start of the Gas Flow Day, the Renomination Effective Time under the Flexibility Nomination shall be the Flexibility Effective Time.
- 4.2.6 An original Input Nomination under paragraph 4.2.1 or Output Nomination under paragraph 4.2.4 shall be a New Renomination.

4.3 System Clearing Contract

- 4.3.1 The System Clearing Contract shall arise on National Grid NTS's acceptance of the Flexibility Bid and (without prejudice to the determination of the Bidding User's Daily Imbalance in accordance with TPD Section E5) shall be deemed fully performed except as to payment.
- 4.3.2 Except as provided in paragraph 2.6.3:
 - (a) in the case of a System Sell, the Bidding User shall pay to National Grid NTS the Flexibility Charge;
 - (b) in the case of a System Buy, National Grid NTS shall pay to the Bidding User the Flexibility Charge.
- 4.3.3 The Flexibility Charge will be invoiced and payable in accordance with TPD Section S.

5 MISCELLANEOUS

5.1 General

- 5.1.1 For the purposes of giving effect to this Part IID in respect of each Day on which it applies, the provisions of this paragraph 5 shall apply.
- 5.1.2 The provisions of TPD Sections F, S and X which applied in respect of or in connection with the invoicing and payment of Market Balancing Action Charges immediately prior to the coming into effect of this Part IID, shall be deemed to continue to have effect until such time as there is no longer any requirement that they continue to do so.
- 5.1.3 For the purposes of paragraph 5.6.3, where any of the preceding 7 Days referred to falls on or before a Day with effect from which this Part IID applies the System Average Price for such Day shall be the System Average Price calculated in accordance with the provisions of TPD Sections F1.2.1 and 1.2.2 applying immediately prior to the coming into effect of this Part IID.

5.1.4 For each Day on which this Part IID applies for the purposes of the Code:

- (a) Eligible Balancing Actions shall include the acceptance by National Grid NTS of Flexibility Bids;
- (b) Flexibility Charges in respect of System Sells (or negatively priced System Buys) shall be other amounts payable to National Grid NTS in respect of Eligible Balancing Actions taken pursuant to Contingency Balancing Arrangements for the purposes of TPD Section F4.4.2(a);
- (c) Flexibility Charges in respect of System Buys (or negatively priced System Sells) shall be other amounts payable to National Grid NTS in respect of Eligible Balancing Actions taken pursuant to Contingency Balancing Arrangements for the purposes of TPD Section F4.4.3(a);
- (d) Flexibility Charges shall be other amounts payable in respect of Eligible Balancing Actions pursuant to Contingency Balancing Arrangements for the purposes of TPD Sections F4.5.3(a)(ii), F4.5.3(b)(ii) and 4.5.3(b)(iii), TPD Section V7.2.1(c) and paragraph TPD Section X2.5.2(b).

5.2 TPD Section B: System Use and Capacity

For each Day on which this Part IID applies a User may use the Total System by delivering gas pursuant to the acceptance of a Flexibility Bid for a System Entry Buy, without holding System Entry Capacity at the relevant Aggregate System Entry Point, and will be liable to pay a System Entry Overrun Charge in accordance with TPD Section B2.12.

5.3 TPD Section C: Nominations

5.3.1 For the purposes of this Part IID and the Code;

- (a) a "**Flexibility Nomination**" is the Renomination deemed to be made by a User upon acceptance of a Flexibility Bid under paragraph 4.2;
- (b) an Initial Nomination does not include a Flexibility Nomination.

5.3.2 A Flexibility Nomination shall be deemed to comply with the requirements of TPD Section C and to be approved by National Grid NTS.

5.3.3 A Flexibility Nomination made in respect of a System Point of which the Bidding User has (before acceptance of the relevant Flexibility Bid) made an earlier Nomination shall take effect as a Renomination and revise the Renomination Quantity (in accordance with paragraph 4.2) under such earlier Renomination.

5.3.4 A User shall not be entitled to make a Renomination after a Flexibility Bid made by the User has been accepted, in the circumstances in paragraph 2.5.3.

5.3.5 For the purposes of the Code a New Renomination shall include an original Nomination in accordance with paragraph 4.2.

5.4 TPD Section D: Operational Balancing and Trading Arrangements

5.4.1 On any Day in respect of which this Part IID applies for the purposes of Operational Balancing:

- (a) prices and quantities of gas offered by Users for sale to or purchase by National Grid

NTS each Day will be established;

- (b) National Grid NTS may (by accepting such offers) buy and sell gas, so as to adjust the quantities of gas delivered to and offtaken from the Total System each Day.

5.4.2 For the purposes of TPD Section D1.5.1, the requirement that National Grid NTS will take a Market Balancing Buy Action(s) shall be deemed to be a requirement that National Grid NTS accept a Flexibility Bid(s) for a System Buy(s).

5.4.3 In TPD Section D1.3 references to Operational Balancing shall be construed as including the acceptance of Flexibility Bids for System Buys under paragraph 5.4.2 and the acceptance of Flexibility Bids for System Sells taken as a consequence with a view to maintaining an Operational Balance and references to Operational Balancing Steps and Operational Balancing Requirement will be construed accordingly.

5.4.4 Subject to paragraphs 5.4.2 and 5.4.3 National Grid NTS will not accept Flexibility Bids other than for the purposes of Operational Balancing.

5.5 TPD Section E: Daily Quantities, Imbalance and Reconciliation

5.5.1 For the purposes of TPD Section E1.2.2 a User's Daily Imbalance shall be adjusted to take account of Flexibility Quantities.

5.5.2 For the purposes of determining the Daily Imbalance of a User on any Day on which this Part IID applies:

- (a) to the sum calculated at TPD Section E5.1.1(a) shall be added the aggregate of the Flexibility Quantities under any accepted Flexibility Bids made by the User for System Sells which were accepted by National Grid NTS;
- (b) to the sum calculated at TPD Section E5.1.1(b) shall be added the aggregate of the Flexibility Quantities under any accepted Flexibility Bids made by the User for System Buys which were accepted by National Grid NTS.

5.6 TPD Section F: System Clearing, Balancing Charges and Neutrality

5.6.1 The reference to Market Balancing Action Charges in TPD Section F1.1.2(d) shall be construed as including Flexibility Charges.

5.6.2 For each Day on which this Part IID applies TPD Sections F1.2.1 and F1.2.2 shall not apply and:

- (a) the "**System Marginal Buy Price**" is the price in pence/kWh which is equal to the highest Accepted Price in respect of any Flexibility Bid for a System Buy accepted by National Grid NTS for that Day;
- (b) the "**System Marginal Sell Price**" is the price in pence/kWh which is equal to the lowest Accepted Price in respect of any Flexibility Bid for a System Sell accepted by National Grid NTS for that Day;
- (c) the "**System Average Price**" for a Day is the price in pence/kWh calculated as the sum of the Flexibility Charges divided by the sum of the Flexibility Quantities for all Flexibility Bids (for System Buys and System Sells) accepted by National Grid NTS for that Day;
- (d) for the avoidance of doubt TPD Sections F1.2.3 and 1.2.4 shall apply, for which

purposes reference to a Market Balancing Buy Action and Market Balancing Sell Action taken by National Grid NTS shall be construed as including respectively a Flexibility Bid for a System Buy and a Flexibility Bid for a System Sell accepted by National Grid NTS.

5.6.3 Subject to TPD Section F1.2.5, where for any Day no Flexibility Bid (or none other than one excluded for the purposes of paragraph 0 pursuant to TPD Section F1.2.3) was accepted by National Grid NTS:

- (a) for either a System Buy or System Sell, the System Average Price for that Day shall be the arithmetic mean of the System Average Prices determined under paragraph 5.6.2 for the preceding 7 Days;
- (b) for a System Buy, the System Marginal Buy Price shall be the System Average Price (in accordance with paragraph 5.6.2 or paragraph (a)) for that Day;
- (c) for a System Sell, the System Marginal Sell Price shall be the System Average Price (in accordance with paragraph 5.5.1 or paragraph (a)) for that Day.

5.6.4 For the purposes of:

- (a) TPD Section F3.2.1(a) the Scheduling Input Nominated Quantity in respect of a User shall be calculated after taking account of any Flexibility Nominations in respect of the relevant System Entry Point;
- (b) TPD Section F3.3.2(a)(i) and F3.3.2(a)(ii) the Scheduling Output Nominated Quantity in respect of a User shall be calculated after taking account of any Flexibility Nominations in respect of the relevant System Exit Point.

5.6.5 In respect of any Day where following a notification by National Grid NTS pursuant to TPD Section D2.4.1 or D2.4.4 that it may make use of Contingency Balancing Arrangements:

- (a) for the purposes of paragraph 5.6.2 no account shall be taken of any Market Transaction effected in respect of such Day prior to the time at which National Grid NTS notified Users that it may make use of Contingency Balancing Arrangements;
- (b) no Flexibility Bids are accepted by National Grid NTS, the System Average Price for such Day shall be the System Average Price determined pursuant to TPD Section F1.2.1 or F1.2.2 in respect of the Preceding Day.

5.7 TPD Section I: Entry Requirements

For the purposes of TPD Section I3.10.2(a) the reference to the Renomination Effective Time of a Renomination shall be construed as including a reference to the Renomination Effective Time of a Flexibility Renomination.

5.8 TPD Section K: Operating Margins

5.8.1 National Grid NTS will not make Flexibility Bids for Operating Margins Purposes.

5.8.2 For the purposes of :

- (a) TPD Section K2.1.1(a) the reference to an Operational Balancing Requirement which cannot be satisfied by the taking of Market Balancing Actions because there are no or insufficient Market Offers available shall be construed as including an Operational Balancing Requirement which cannot be satisfied by the acceptance of a Flexibility

Bid or Bids because there are no or insufficient Available Flexibility Bids suitable for acceptance;

- (b) in TPD Section K2.1.1(b) the reference to the taking of a Market Balancing Action shall be construed as including the acceptance of Flexibility Bids.

5.9 TPD Section N: Shrinkage

5.9.1 A Shrinkage Provider may not make a Flexibility Bid.

5.9.2 National Grid NTS may not accept a Flexibility Bid for the purposes of buying or selling gas for the account of a Shrinkage Provider.

5.10 TPD Section Q: Emergencies

5.10.1 TPD Section Q3.2.2 shall not apply and:

- (a) in a Network Gas Supply Emergency the application of paragraphs 2, 3 and 4 of this Part IID will be suspended, and in particular National Grid NTS will not accept any Flexibility Bid made by a User in respect of any Gas Flow Day falling within the duration of the Network Gas Supply Emergency; and (in lieu thereof) the Emergency Procedures will apply and National Grid NTS's decisions as to the delivery and offtake of gas to and from the Total System shall be implemented pursuant to TPD Section Q3.3 and 3.4;
- (b) in accordance with paragraph (a), where on a Day on which a Network Gas Supply Emergency occurs National Grid NTS has (before the start of the Network Gas Supply Emergency) accepted a Flexibility Bid the Flexibility Charge will not be paid (and TPD Section Q4 shall apply).

5.10.2 For the purposes of TPD Section Q4.1.1(c) the reference to TPD Section D shall be deemed to be a reference to paragraphs 2, 3 and 4 of this Part IID.

5.10.3 For the purposes of TPD Section Q4.2.4 the reference to the Market Balancing Action Charges payable by National Grid NTS shall be deemed to be a reference to the Flexibility Charges payable by National Grid NTS.

5.11 TPD Section R: Storage

For the purposes of TPD Section R4.2.5 the reference to a User posting a Market to effect a Locational Market Transaction in relation to which the User agrees to make an Acquiring Trade Nomination for the System Entry Point comprising the relevant Storage Connection Point shall be construed as including the making of a Flexibility Bid for a System Exit Sell at the relevant Storage Connection Point and if such Flexibility Bid is accepted the Flexibility Nomination shall be valid and effective.

5.12 TPD Section S: Invoicing and Payment

For the purposes of TPD Annex S-1 paragraph 5 the reference to Market Balancing Action Charges, Market Balancing Sell Actions and Market Balancing Buy Actions shall be construed respectively as including Flexibility Charges, System Sells and System Buys.

5.13 TPD Section V: General

5.13.1 A Non-Code Shipper may make a Flexibility Bid.

- 5.13.2 A User admitted pursuant to TPD Section V2.5.1 shall be deemed to have undertaken to National Grid NTS that it will not make a Flexibility Bid.
- 5.13.3 For the purposes of TPD Section V7.2.1(c) the reference to Market Balancing Action Charges shall be construed as including Flexibility Charges.

5.14 TPD Section X: Energy Balancing Credit Arrangement

Where National Grid NTS has given notice pursuant to TPD Section X2.9.1 until the Cash Call is paid in full the User shall not be entitled to make a Flexibility Bid and National Grid NTS will not accept a Flexibility Bid made by the User.

5.15 TPD Section Z: National Grid LNG Storage Facilities

- 5.15.1 For the purposes of TPD Section Z6.2, on acceptance of a Flexibility Bid for a System Entry Sell at a Storage Connection Point the User shall be deemed to make a Storage Withdrawal Nomination as a Flexibility Nomination in respect of the relevant Storage Connection Point, in accordance with TPD Sections C and paragraphs 2, 3 and 4 of this Part IID.
- 5.15.2 Where a User is deemed to make a Storage Withdrawal Nomination on acceptance of a Flexibility Bid pursuant to paragraph 5.15.2 such shall be deemed to be a relevant Nomination for the purposes of TPD Section Z6 and the implied withdrawal rate shall not exceed the available withdrawal rate and shall not be less than zero.
- 5.15.3 For the purposes of TPD Section Z6.2.5(e) and the calculation of the 'relevant period', a relevant Nomination shall become effective at the time the nomination is made or the Flexibility Bid is accepted plus the withdrawal lead time prevailing at such time (in the case of a Flexibility Bid for a System Entry Buy) the flexibility lead time if longer.

5.16 GT Section B: General

GT Section B5.1.5 shall not apply in respect of a Flexibility Bid.

UNIFORM NETWORK CODE - TRANSITION DOCUMENT

PART III – OFFTAKE ARRANGEMENTS DOCUMENT

1. Introduction and Commencement

- 1.1 In this Part III defined terms shall have the meanings given to them in or for the purposes of the Offtake Arrangements Document.
- 1.2 The arrangements provided for in the Offtake Arrangements Document:
 - (a) shall be effective with respect to the operation of the Parties' Systems and flows of gas at Offtakes with effect on and from the First Day; but
 - (b) shall come into force (for the purposes, inter alia, of enabling the doing of any thing which may be required to be done in relation to but in advance of the First Day) upon the (earlier) date of the Transporter's Framework Agreement.

2. OAD Section B

- 2.1 For the purposes of OAD Section B3.9, as at the First Day, the prevailing Site Schedule of Responsibilities relating to each Offtake Site is the site schedule of responsibilities established by National Grid and prevailing as at the Last Day for each Offtake Site.

3. OAD Section C

- 3.1 For the purposes of OAD Section C2, as at the First Day, the prevailing versions of Emergency Procedures E1, E2 and E3 are the prevailing emergency procedures (referred to as T/PME/1, T/PME/2 and T/PME/3 prepared by National Grid and prevailing as at the Last Day.
- 3.2 For the purposes of OAD Section C3, as at the First Day, the prevailing version of SCO-IP is the version prepared by National Grid and known as 'Process for controlling work on sites containing both NTS and Network operational equipment' and dated as of the First Day.
- 3.3 For the purposes of OAD Section C4, as at the First Day, the prevailing Site Emergency Procedures relating to each Offtake Site are the site emergency procedures established by National Grid and prevailing as at the Last Day for each Offtake Site.
- 3.4 For the purposes of OAD Section C5, as at the First Day, the prevailing GSSERs relating to each Offtake Site are the general site safety and environmental requirements established by National Grid and prevailing as at the Last Day for each Offtake Site.

4. OAD Section D

- 4.1 For the purposes of OAD Section D3.1.1, as at the First Day, the prevailing Validation Procedures are the documents known as T/PR/ME2 Parts 1, 2 and 3 and T/PR/GQ/3 established by National Grid and prevailing as at the Last Day.
- 4.2 For the purposes of OAD Section D3.2.5, as at the First Day, Routine Validation of any Measurement Equipment shall be treated as last carried out upon the date on which National Grid last carried out routine validation thereof before the date of this Document.

5. OAD Section G

- 5.1 For the purposes of OAD Section G, the draft, final and updated maintenance programmes (relating to maintenance of one System which may affect another) established by National Grid and prevailing at the Last Day shall be treated on and with effect from the First Day as draft, final and updated Maintenance Programmes prepared (as appropriate) by each Party and provided to each affected Party.

6. OAD Section H

- 6.1 For the purposes of OAD Section H, each Party shall be treated, as at the First Day, as having provided the information (relating to historic and forecast development of demand) prepared by National Grid (in relation to the relevant LDZ) and prevailing as at the Last Day.

7. OAD Section I

- 7.1 Offtake Profile Notices, pressure requests and requests for reduced pressure in relation to the First Day shall be established by the Parties as provided in paragraph 1.2 above.
- 7.2 For the purposes of the application (in relation to the Formula Year in which the First Day falls) of OAD Section I5.3.2, Interruption (pursuant to the National Grid Network Code) of an Interruptible LDZ Supply Point on Days in that Formula Year up to the Last Day:
- (a) shall be counted in the term 'AI';
 - (b) shall be treated as Interruption pursuant to an Interruption Instruction given by National Grid NTS (and counted in the term 'NI') if such Interruption was required:
 - (i) pursuant to Section G6.7.3(a) of the National Grid Network Code, in respect of a Transportation Constraint affecting the NTS; or
 - (ii) pursuant to Section G6.7.3(c) of the National Grid Network Code.

8. OAD Section J

- 8.1 For the purposes of OAD Section J, the statements (setting out planning data in relation to LDZ/LDZ Offtakes) prepared by National Grid and prevailing at the Last Day shall be treated on and with effect from the First Day as Offtake Parameter Statements prepared by the upstream Party in relation to such LDZ/LDZ Offtakes and provided to the downstream Party.

9. OAD Section M

- 9.1 For the purposes of OAD Section M, as at the First Day, the prevailing Offtake Communications Document is the document of that title prepared by National Grid and dated as of the First Day.

10. OAD Section N

- 10.1 For the purposes of OAD Section N8, as at the First Day, the prevailing members and chairman of the Offtake Committee are the persons nominated as such by National Grid on or before the Last Day.

PART IV – MODIFICATION RULES

1. Modification Panel

1.1 Prior to the First Day:

- (a) the Transporters have nominated (by notice to National Grid) not more than five (5) individuals to be Transporters' Representatives; and
- (b) the Designated Person has nominated (by notice to National Grid) not more than five (5) individuals to be Users' Representatives.

1.2 With effect from the First Day, the Voting Members of the Modification Panel shall be:

- (a) the individuals so nominated by the Transporters, as Transporters' Representatives; and
- (b) the individuals so nominated by the Designated Person, as Users' Representatives.

1.3 All individuals appointed to the modification panel as non-voting members as at the Last Day shall be deemed with effect from the First Day to continue in that appointment as non-voting Members of the Modification Panel.

1.4 Prior to the First Day the Transporters have nominated (by notice to National Grid) an individual to be the Panel Chairman and an individual to be his deputy and with effect from the First Day the Panel Chairman and his deputy shall be the individuals who have been so nominated by the Transporters.

1.5 The individuals appointed as secretary (and deputy secretary) to the modification panel as at the Last Day shall be deemed with effect from the First Day to continue in that appointment as Secretary (and deputy Secretary) to the Modification Panel.

2. Modification Proposals

2.1 Where, as at the Last Day:

- (a) a modification proposal or a third party modification proposal has been made pursuant to National Grid's Network Code; and
- (b) National Grid has not submitted a modification report to the Authority, or (as the case may be) the Authority has not decided whether to direct that the relevant modification be made or (as the case may be) to consent to the relevant modification

the modification proposal or third party modification proposal shall be deemed with effect from the First Day to be a Modification Proposal or Third Party Modification Proposal as the case may be (identical in its purpose and effect to the modification proposal or third party modification proposal) made in respect of the Uniform Network Code in accordance with the Modification Rules.

2.2 Where, as at the Last Day:

- (a) the Authority has directed National Grid to make (or consented to National Grid making) a modification to National Grid's Network Code with effect from an implementation date after the Last Day; and

- (b) National Grid has not modified National Grid's Network Code in accordance with such direction or consent

the Transporters shall as soon as practicable on or after the First Day apply to the Authority for consent (pursuant to Standard Special Condition A11(13)(b) of their Transporter's Licences) to modify the Uniform Network Code in accordance (mutatis mutandis) with such direction or consent, and (if the Authority so consents) shall modify the Uniform Network Code in accordance with such consent.

3. Application of Modification Rules

- 3.1 Subject to paragraphs 1 and 2, all steps, acts, circumstances and other things taken, done or existing as at the Last Day under or for the purposes of any provision of Section Y of National Grid's Network Code (as applying generally and in relation to any modification proposal) shall be deemed to be or have been taken, done or existing under or for the purposes of the equivalent provision of the Modification Rules.
- 3.2 Without limitation, the things referred to in paragraph 3.1 include the business conducted by the modification panel, the establishment of and business conducted by any development work group, workstream, or review group, and the preparation and sending to or receipt from any person or body of any agenda, guidelines, draft or final paper, report, representation or other document.
- 3.3 If any question arises as to the stage (under the Modification Rules) which a Modification Proposal or Third Party Modification Proposal is treated (pursuant to paragraphs 2.1 and 3.1) as having reached on the First Day, the Modification Panel shall decide such question after consulting the Authority.

4. Interpretation

In this Part IV 'non-voting member', 'secretary', 'modification proposal', 'third party modification proposal', 'modification report', 'implementation date', 'modification panel', 'development work group', 'workstream', 'review group' or 'review proposal' mean non-voting Member, Secretary, Modification Proposal, Third Party Modification Proposal, Modification Report, Implementation Date, Modification Panel, Development Work Group, Workstream, Review Group or Review Proposal as defined in National Grid's Network Code as in force as at the Last Day.

5. Review of Modification Rules

The Transporters agree, prior to the coming into force of Sections 173 to 176 of the Energy Act 2004, to procure that a review proposal is made for the review of the Modification Rules in the light of the provisions of those Sections.

UNIFORM NETWORK CODE – MODIFICATION RULES

1 INTRODUCTION

1.1 Status

Each of the Transporters is required, together with the other Transporters, to establish and operate procedures for the Modification of the Uniform Network Code and each Individual Network Code, so as to better facilitate, consistently with the duties imposed on each Transporter under Section 9(1) and (2) of the Act, the achievement of the Relevant Objectives. The procedures are to provide for:

- (a) a mechanism by which the Uniform Network Code and each Individual Network Code may be modified and/or reviewed;
- (b) the making of proposals for the modification of the Uniform Network Code either by a Transporter, a User or a Third Party Participant;
- (c) the making of proposals for the modification of each Individual Network Code by a Relevant Transporter, a Relevant Shipper or a Third Party Participant;
- (d) where a proposal is made for the modification of the Uniform Network Code the making of an alternative proposal for the modification of the Uniform Network Code by any Transporter, User, or Third Party Participant, other than the person who raised the original modification proposal;
- (e) where a proposal is made for the modification of an Individual Network Code the making of an alternative proposal for the modification of that Individual Network Code by a Relevant Transporter a Relevant Shipper or a Third Party Participant, other than the person who raised the original modification proposal;
- (f) the giving of adequate publicity to any such proposals including, in particular, drawing them to the attention of Transporters and Users and sending a copy of the proposal to any other person who asks for one;
- (g) the seeking of the Views of the Authority on any matter connected with any such proposals;
- (h) the consideration of any representations relating to such proposals made (and not withdrawn) by a Transporter, a User, the Users or any other person likely to be materially affected were the proposals to be implemented; and
- (i) where the Authority accepts that the Uniform Network Code or an Individual Network Code may require modification as a matter of urgency, the exclusion, acceleration or other variation, subject to the Authority's approval, of any particular procedural steps which would otherwise be applicable,

and may include provisions which differ as between proposed modifications to the Uniform Network Code and proposed modifications to an Individual Network Code.

1.2 Application

These Rules do not apply to any Modification which a Transporter may, from time to time, be required to make pursuant to Standard Special Condition A11(16).

1.3 Transporters' obligations

Where for the purposes of these Rules the Transporters are required to undertake any obligation, it is acknowledged they may discharge the performance of that obligation through a joint office established pursuant to Standard Special Condition A12.

2 INTERPRETATION

2.1 Defined terms

In addition to terms defined elsewhere in the Uniform Network Code, the following terms and expressions are used with the following meanings in these Rules:

"Agenda": an agenda detailing (amongst other things) the nature of the matters and materials to be discussed at the meeting of the Modification Panel to which the agenda relates;

"Chairman's Guidelines": a set of standing guidelines issued by the Transporters governing the conduct of meetings of the Modification Panel, Workstreams, Development Work Groups and Review Groups, as amended from time to time by Panel Majority.

"Consultation Phase": those provisions of the Modification Procedures set out in paragraphs 7.3 and 9 and, as the context may require, any of those provisions;

"Consumers' Representative(s)": the individuals (if any) for the time being appointed by the Gas & Electricity Consumers' Council (energywatch) to the Modification Panel in accordance with these Rules;

"Designated Person":

- (a) subject to (b) below, the individual for the time being appointed as the company secretary of the Gas Forum (a company incorporated in England and Wales, with company registration number 2941152); or
- (b) any other individual of whose identity the Panel Chairman may be notified by the Authority;

"Development Phase": those provisions of the Modification Procedures set out in paragraph 8 and, as the context may require, any of those provisions;

"Development Work": in respect of each Development Work Group, the work detailed and the matters (if any) specified, pursuant to paragraphs 12.9.1(c) and 12.9.1(d), in the Terms of Reference of that Development Work Group as the same may be changed pursuant to paragraph 12.9.3(a);

"Development Work Group": any Development Work Group constituted pursuant to paragraph 8.1;

"Development Work Group Report": the final report of a Development Work Group prepared pursuant to paragraph 8.6;

"Independent Suppliers' Representative": the individual (if any) for the time being appointed by the Designated Person to represent independent supplier organisations (and not affiliated to a User who has a representative on the Panel) in accordance with these Rules;

"Independent Transporters' Representative": the individual (if any) for the time being appointed by the Association of Independent Gas Transporters (a company

incorporated in England and Wales, with company registration number 3591677) in accordance with these Rules;

"Individual Network Code": for the purposes of these Rules, a Transporter's Network Code, excluding the terms of the Uniform Network Code incorporated within it;

"Member": any individual for the time being appointed to the Modification Panel;

"Modification": any modification of the Uniform Network Code or, as the case may be, an Individual Network Code, made pursuant to these Rules and in accordance with Standard Special Condition A11, and **"Modifications"** shall be construed accordingly;

"Modification Panel": the modification panel established and constituted from time to time pursuant to and in accordance with these Rules;

"Modification Procedures": the provisions relating to Modifications and Modification Proposals set out in these Rules and, as the context may require, any of those provisions;

"Modification Proposal": means:

- (a) a Modification proposal in respect of the Uniform Network Code; or
- (b) a Modification proposal in respect of an Individual Network Code;

"Modification Report": a draft, final or amended final report prepared in accordance with paragraph 9 or paragraph 10.1.2(d);

"Non-Code Party": any person to whom the Transporters shall send a copy of a Modification Proposal, a Third Party Modification Proposal or a Modification Report, or from whom the Transporters shall invite representations pursuant to paragraph 7.7;

"Ofgem Representative": the individual (if any) for the time being appointed by the Authority to the Modification Panel in accordance with these Rules;

"Panel Chairman": the person appointed as chairman of the Modification Panel by the Transporters and, as the context may require, shall include a deputy chairman;

"Panel Majority": in relation to any matter to be determined at a quorate and duly convened meeting of the Modification Panel, a majority (in number) of the votes exercisable by the Voting Members present at that meeting and voting in favour of such matter;

"Proposer": the person who shall have made the relevant Modification Proposal or Third Party Modification Proposal pursuant to paragraph 6.1.1 or 6.1.2 or the relevant Review Proposal pursuant to paragraph 11.2.3 or, as the case may be, paragraph 11.2.4;

"Relevant Objectives": means:

- (a) the relevant objectives in Standard Special Condition A11(1); and
- (b) in relation to a proposed Modification of these Rules, the requirements in Standard Special Conditions A11(9) and (12) (to the extent that they do not conflict with the relevant objectives referred to in (a) above);

"Relevant Shipper": for the purposes of these Rules only in relation to an Individual Network Code Modification Proposal means a User who has a transportation arrangement with the Transporter in respect of the System(s) to which the Individual Network Code relates;

"Relevant Subject Matter Expert": means the actual Subject Matter Expert appointed for a Modification Proposal by the Transporters in accordance with paragraphs 7.3 and 9.2.1 and shall include any replacement Subject Matter Expert appointed;

"Relevant Transporter": for the purposes of these Rules only in relation to an Individual Network Code Modification Proposal means:

- (a) a Transporter which is the owner or operator of the System(s) to which the Individual Network Code relates; and
- (b) (in the context of making, and submitting representations on, a Modification Proposal or alternative Modification Proposal in respect of an Individual Network Code) a DNO User;

"Report of Determinations": a report produced by the Secretary setting out each of the determinations made by Voting Members at each meeting of the Modification Panel;

"Review Group": a group comprised of representatives of Users and Transporters convened by the Transporters for the purpose of the consideration and discussion of any matter in accordance with paragraph 11 (which group shall have no power or authority to bind any User and/or any Transporter);

"Review Proposal": any matter or any Modification Proposal which the Modification Panel determines pursuant to paragraph 11 should be subject to review;

"these Rules": these Modification Rules;

the **"Secretary"**:

- (a) the individual for the time being appointed as secretary; or
- (b) as the case may be, any individual for the time being appointed as a deputy secretary,

of the Modification Panel pursuant to paragraph 3.5;

"SME Code of Conduct": means the subject matter expert code of conduct issued by the Transporters and amended from time to time by the Transporters with the consent of the Modification Panel in accordance with paragraph 9.1.5;

"SME Register": means a register of Subject Matter Experts established, maintained and published in accordance with paragraph 9.1.1, as amended from time to time;

"Subject Matter Experts" or "SMEs": means individuals determined by the Modification Panel to be suitably qualified and experienced to act as subject matter experts in the Consultation Phase;

"Terminal Operator": a person who is for the time being the operator of a terminal the address of which is specified in the schedule to the Gas Transporters Exemption Order 1996 or any later order of like effect;

"Terminal Operators' Representative": the individual (if any) for the time being appointed by Terminal Operators to the Modification Panel in accordance with these Rules (and not affiliated to a User who has a representative on the Panel);

"Terms of Appointment": means the terms of appointment of Subject Matter Experts issued by the Transporters and amended from time to time by the Transporters with the consent of the Modification Panel in accordance with paragraph 9.1.5;

"Terms of Reference": means those terms of reference in relation to:

- (a) a Development Work Group finalised by the Transporters, pursuant to paragraph 7.2.3(b)(i) or paragraph 7.6;
- (b) a Review Group determined by the Transporters, pursuant to paragraph 11.4;
or
- (c) the consideration of a Modification Proposal referred to a Workstream determined by the Transporters pursuant to paragraph 7.4,

(in each case as may be amended pursuant to paragraph 12.9.3);

"Third Party Participant" (as required by Standard Special Condition A11(11)(a)(iv) any person or body who is not a User but who is representative of interested third parties, as may be designated in writing for this purpose by the Authority, from time to time, and maintained on a register held by the Authority;

"Third Party Modification Proposal": a proposal to modify Annex V1 ("Table of Operational and Market Data") of the Uniform Network Code made by a recognised Third Party Participant;

"Transporter": for the purposes of these Rules, references to a Transporter in the context of an Individual Network Code Modification Proposal includes "Relevant Transporter";

"Transporter Proposal": any Modification Proposal made by a Transporter pursuant to paragraph 6.1.1 or 6.1.2, or, as the case may be, paragraph 6.4 as the same may be varied pursuant to paragraph 12.4;

"Transporters' Representative": any individual for the time being appointed (or, as the case may be, re-appointed) by the Transporters as a Member;

"Unanimously": in respect of a meeting of the Modification Panel, a determination made with the agreement of all Voting Members participating in the meeting;

"Urgent Modification": a Modification made pursuant to an Urgent Modification Proposal;

"Urgent Modification Proposal": a Modification Proposal in respect of which it is to be submitted to the Authority that the Modification is required as a matter of urgency as described in Standard Special Condition A11(9)(g);

"User": for the purposes of these Rules, references to a User in the context of an Individual Network Code Modification Proposal includes "Relevant Shipper" and in all contexts excludes "DNO User".

"User Proposal": any Modification Proposal made by a User pursuant to paragraph 6.1.1 or 6.1.2;

"Users' Representative": each of those individuals for the time being appointed (or, as the case may be, re-appointed) pursuant to paragraph 4.2.4, re-appointed pursuant to paragraph 4.2.6 or appointed pursuant to paragraph 4.4.2(d);

"Views": the views of the Authority referred to in Standard Special Condition A11(9)(e); and **"View"** shall be construed accordingly;

"Voting Member": any Transporters' Representative (other than the Panel Chairman and deputy chairman) and any Users' Representative; and

"Workstream": a group comprised of representatives of Users and Transporters, chaired by a representative of the Transporters and operating within the Chairman's Guidelines, which is convened for the general purposes of consideration and discussion of matters relating to the Uniform Network Code, an Individual Network

Code or a Modification Proposal in accordance with paragraph 7.4 in accordance with its Terms of Reference (which group shall have no power or authority to bind any User or any Transporter).

2.2 References to a Transporter's Licence

The references in these Rules to a Transporter's Licence are for the purposes of interpretation and reference only and no provision in a Transporter's Licence shall (whether in whole or in part) form any part of or otherwise be incorporated howsoever into these Rules.

2.3 References to notices

The references in these Rules to a "**Notice**" shall unless the context shall otherwise require be treated as including references to the Agenda of the meeting and to the materials to be considered at the meeting to which the notice relates.

3 THE MODIFICATION PANEL

3.1 Establishment

The Modification Panel is established with effect from the UNC Implementation Date.

3.2 Members

3.2.1 The Modification Panel shall be composed of:

- (a) the Panel Chairman, being a non-voting Member;
- (b) up to five (5) other Transporters' Representatives, being Voting Members;
- (c) if appointed (or, as the case may be, re-appointed), up to five (5) Users' Representatives, being Voting Members;
- (d) if appointed, the Ofgem Representative, being a non-voting Member;
- (e) if appointed, the Terminal Operators' Representative, being a non-voting Member;
- (f) if appointed, up to two (2) Consumers' Representative(s), being non-voting Members;
- (g) if appointed, the Independent Suppliers' Representative, being a non-voting Member; and
- (h) if appointed, the Independent Transporters' Representative, being a non-voting Member.

3.2.2 It is expected that each Voting Member shall, as appropriate, represent and inform the Modification Panel of the views of that Member's appointor (or appointors) in relation to Modification Proposals and Review Proposals. It is expected that the Terminal Operators' Representative, Consumers' Representative(s), Independent Suppliers' Representative and Independent Transporters' Representative shall, as appropriate, inform the Modification Panel of the views of those persons which they represent.

3.3 Transporters' Representatives

The Transporters shall appoint (and as the case may be re-appoint) up to five (5) representatives to the Modification Panel.

3.4 Users' Representatives

The Designated Person shall have the right to appoint (and as may be the case re-appoint) on behalf of Users up to five (5) Users' Representatives.

3.5 Secretary

The Transporters shall, from time to time, appoint an individual (being an individual other than a Member) as the Secretary (and may remove and replace any individual so appointed). The Transporters may, from time to time, appoint (and may revoke the appointment of) any individual (being an individual other than a Member) as deputy Secretary. The Secretary or, as the case may be, deputy Secretary (if any), shall attend meetings of the Modification Panel, and any deputy Secretary may attend any meeting of the Modification Panel at which the Secretary is also in attendance.

3.6 The Panel Chairman

The Transporters shall appoint by notice to the Secretary (and as the case may be, remove and reappoint) a one (1) person, from time to time, as the Panel Chairman and one (1) person, from time to time, as the deputy Panel Chairman.

3.7 Notice of changes

The Secretary shall notify the Authority of any changes in the composition of the Modification Panel.

4 MEMBERSHIP OF THE MODIFICATION PANEL

4.1 Appointment

- 4.1.1 The Authority may, from time to time, by notice to the Secretary identify any individual to be appointed (and revoke that appointment) as the "**Ofgem Representative**".
- 4.1.2 The Terminal Operators may, from time to time, by notice to the Secretary signed by all the Terminal Operators, unanimously identify any individual to be appointed (and revoke that appointment) as the "**Terminal Operators' Representative**".
- 4.1.3 The Gas & Electricity Consumers' Council (energywatch) may, from time to time, by notice to the Secretary identify up to two (2) individuals to be appointed (and revoke those appointments) as "**Consumers' Representative(s)**".
- 4.1.4 The Designated Person may, from time to time, by notice to the Secretary, appoint (and revoke that appointment) an individual as the "**Suppliers Representative**".
- 4.1.5 The Association of Independent Gas Transporters may, from time to time by notice to the Secretary, appoint (and revoke that appointment) an individual as the "**Independent Transporters' Representative**".

4.2 Retirement

- 4.2.1 Each Member who is a Users' Representative and each Member who is a Transporters' Representative shall retire at the 1st of October next following the appointment (or, as the case may be, re-appointment) of that Member. Each retiring Member shall be eligible for re-appointment.
- 4.2.2 Any Member who is, pursuant to paragraph 4.2.1, to retire and who is not to be re-appointed (and consequently in respect of whom no notice shall have been received pursuant to paragraph 4.2.3 or paragraph 4.2.4) shall not be entitled to receive notice of any meeting of the Modification Panel which is to take place after the relevant 1st October.
- 4.2.3 In respect of each individual who is a Transporters' Representative, the Transporters shall, not later than 1st September in each Gas Year, notify the Secretary:
- (a) that such individual is to be re-appointed as a Transporters' Representative; or
 - (b) that such individual is not to be so re-appointed and the identity of the individual to be appointed as a Transporters' Representative.
- 4.2.4 In respect of each individual who is a Users' Representative, the Designated Person may, not later than 1st September in each Gas Year, notify the Secretary (copying the notice to the Authority):
- (a) that such individual is to be re-appointed as a Users' Representative; or
 - (b) that such individual is not to be so re-appointed at the relevant meeting and the identity of the individual to be appointed as a Users' Representative.
- 4.2.5 If notices shall be received in accordance with paragraph 4.2.4 in respect of less than five (5) individuals to be appointed (or, as the case may be, re-appointed) as Users' Representatives all individuals identified in such notices shall, pursuant to paragraph 4.2.4 be appointed (or, as the case may be, re-appointed) and the individuals who are, pursuant to paragraph 4.2.1, to retire and in respect of whom no notice shall have been received pursuant to paragraph 4.2.4(a), shall retire.
- 4.2.6 If less than five (5) individuals are appointed (or, as the case may be, re-appointed) as Users' Representatives the Designated Person may in respect of any Gas Year at any time during such Gas Year by notice to the Secretary identify any individual as a Users' Representative for filling any vacancy which arose by reason of paragraph 4.2.5.
- 4.2.7 If no notice is received by the Secretary in accordance with paragraph 4.2.3 or paragraph 4.2.4 then the Secretary shall be treated as having received notice pursuant to paragraph 4.2.3(a) or 4.2.4(a) in respect of each Transporters' Representative or Users' Representative.

4.3 Appointment and re-appointment

- 4.3.1 Where any notice is received pursuant to paragraph 4.1.1, 4.1.2, 4.2.3 or 4.2.4, the appointment or, as the case may be, the re-appointment to which such notice relates shall take effect at the relevant 1st October. Each individual who is to be appointed or, as the case may be, re-appointed as a Member at that meeting shall be entitled to receive notice of any meeting of the Modification Panel which is to take place after such 1st October.
- 4.3.2 Where any notice is received by the Secretary pursuant to paragraph 4.1.3, 4.1.4, 4.1.5, 4.2.6 or 4.4.2, the appointment to which such notice relates shall take effect in accordance with such notice.

4.4 Ceasing to be a Member

- 4.4.1 If any individual (being a Voting Member) shall for whatever reason (other than retirement pursuant to paragraph 4.2.1) notify the Secretary that he wishes to cease to be a Member, he shall cease to be a Member in accordance with the notice (and the Secretary shall send a copy of such notice to the Designated Person and inform, in due course, any other relevant persons determined by the Secretary).
- 4.4.2 Where pursuant to paragraph 4.4.1 or otherwise a vacancy shall arise, in the case of:
- (a) a Transporters' Representative, the Transporters shall, by notice to the Secretary, identify another individual to be appointed as a Transporters' Representative;
 - (b) the Ofgem representative, the Authority may identify another individual to be appointed as the Ofgem representative;
 - (c) the Terminal Operators' Representative, the Terminal Operators may identify another individual to be appointed as the Terminal Operators' Representative;
 - (d) a Users' Representative, the Designated Person may notify the Secretary of the identity of a replacement to be appointed as a Users' Representative;
 - (e) a Consumers' Representative, the Gas & Electricity Consumers' Council may, by notice to the Secretary, identify another individual to be appointed as the Consumers' Representative;
 - (f) the Independent Suppliers' Representative, the Designated Person may, by notice to the Secretary, identify another individual to be appointed as the Independent Suppliers' Representative; and
 - (g) the Independent Transporters' Representative, the Association of Independent Gas Transporters may, by notice to the Secretary, identify another individual to be appointed as the Independent Transporters' Representative.
- 4.4.3 No notice under paragraph 4.4.2 may effect an appointment after 30th September in the Gas Year in which the notice is given or (where paragraph 4.4.1 applies) before the relevant retirement pursuant to the notice under that paragraph.
- 4.4.4 An individual shall cease to be a Users' Representative in accordance with any notice to that effect given by the Designated Person to the Secretary.

4.5 Alternates

- 4.5.1 Each Member may, from time to time, by notice to the Secretary appoint (or revoke the appointment of) an individual (including, but without limitation, another Member other than the Panel Chairman) to be such Member's alternate. The appointment (and revocation of the appointment) of any individual as an alternate shall be conditional upon and shall only be effective upon receipt of notice by the Secretary.
- 4.5.2 A Member who is, by reason of also being an alternate of a Voting Member, entitled to exercise more than one (1) vote shall not be required to exercise all the votes which that Member is entitled to exercise, or to exercise all of the votes which that Member is entitled to exercise in the same way.
- 4.5.3 In addition to notices sent to Members, each alternate for the time being shall be entitled to be sent notices.
- 4.5.4 An alternate may attend any meeting of the Modification Panel which is not also attended by the Member (in his capacity as a Member) who appointed him. If that

alternate is the alternate of a Voting Member, he may also vote and generally at any such meeting shall have and shall be able to exercise and discharge any and all of the functions, powers and duties of the Member who shall have appointed that alternate. Alternates of Voting Members may sign written resolutions pursuant to paragraph 5.9, provided that if an alternate of a Voting Member and the Voting Member who appointed him shall sign a written resolution the signature of the Voting Member shall be effective and the signature of the alternate shall be disregarded.

- 4.5.5 If a Member ceases, for whatever reason, to be a Member the appointment of any alternate of the Member shall determine; provided that if any Member retires but is reappointed at 1st October in any Gas Year, any appointment made by that Member pursuant to paragraph 4.5.1 which is, and continues to be, effective prior to the retirement of that Member shall continue to be effective after that Member's re-appointment as if that Member had not so retired.

5 MEETINGS OF THE MODIFICATION PANEL

5.1 Purpose

- 5.1.1 Meetings of the Modification Panel will provide a forum in which Modification Proposals, Third Party Modification Proposals and Review Proposals can be discussed pursuant to and in accordance with the Modification Procedures and review procedures. Those functions of the Modification Panel expressly provided in these Rules relating to the Modification Procedures and review procedures shall be discharged in accordance with these Rules.
- 5.1.2 Except as otherwise permitted in these Rules:
- (a) determinations of the Modification Panel shall be made by Panel Majority; and
 - (b) Workstreams may be created or dissolved by Panel Majority.
- 5.1.3 Other than as expressly provided in these Rules, the Modification Panel shall have no ability to determine any matter and no competence to discharge any function or to exercise any power.

5.2 Frequency of meetings

- 5.2.1 Subject to paragraphs 5.4.1, 5.4.2 and 10, the Secretary shall convene meetings of the Modification Panel by notice to the Members not less frequently than once each month unless there is no matter as an Agenda item for the Modification Panel to discuss. In any event, a meeting of the Modification Panel will be convened once every three calendar months.

5.3 Notice convening meetings

- 5.3.1 Subject to paragraphs 5.4.1, 5.4.2 and 10, meetings of the Modification Panel will be convened on not less than ten (10) Business Days' notice.
- 5.3.2 Every notice convening a meeting of the Modification Panel shall specify the place, day and time of the meeting and enclose an Agenda. All relevant materials in respect of a meeting of the Modification Panel will be circulated not less than five (5) Business Days prior to the meeting to which they relate or, subject to paragraph 5.3.3 where in the opinion of the Secretary a shorter period would better facilitate the exercise by the Modification Panel of its powers, within such shorter period as the

Secretary shall determine. Each Member shall (subject to paragraph 12.6.7) be entitled to receive each notice and the relevant materials. At the same time as any notice is despatched to Members a copy of such notice shall (subject to paragraph 12.6.7) be despatched by the Secretary to each User and each Transporter. There may be circumstances where materials to be despatched with a notice have, pursuant to these Rules, already been sent to Users or Transporters. In any such circumstance the relevant materials may be, but do not have to be, sent with the notice.

- 5.3.3 Notwithstanding where the Secretary has determined a shorter period to circulate the relevant materials in respect of a meeting of the Modification Panel pursuant to paragraph 5.3.2, no new items to the Agenda shall be considered except by determination of the Modification Panel prior to such meeting.

5.4 Short Notice

- 5.4.1 The Modification Panel may at any meeting of the Modification Panel determine that the next following meeting of the Modification Panel be convened on shorter notice than specified in paragraph 5.3.1 and where the Modification Panel shall so determine the Secretary shall convene a meeting of the Modification Panel in accordance with that determination.
- 5.4.2 Without prejudice to paragraph 5.4.1, if all Voting Members shall agree in writing the Secretary shall convene a meeting of the Modification Panel on shorter notice than specified in paragraph 5.3.1.
- 5.4.3 Any meeting of the Modification Panel convened pursuant to paragraph 5.4.1 or paragraph 5.4.2 shall, notwithstanding that such meeting is convened on shorter notice than that specified in paragraph 5.3.1, be duly convened.

5.5 Quorum

- 5.5.1 Members (of whom two (2) shall be Transporters' Representatives and two (2) shall be Users' Representatives (excluding the Panel Chairman)) present at a meeting of the Modification Panel who can exercise six (6) votes shall be a quorum.
- 5.5.2 If a quorum is not present at the time for the holding of a meeting (specified in the notice convening the meeting) or at any time during the hour following that time or shall at any time during the meeting cease to be present for more than fifteen (15) minutes, the meeting shall stand adjourned to the same place and at the time specified in the notice convening the meeting five (5) Business Days later and the Secretary shall notify each Member and (for information purposes only) each User and each Transporter that such is the case. If at such place and time the meeting so adjourned shall not be quorate in accordance with paragraph 5.5.1 the Voting Members (if any) present shall be a quorum.
- 5.5.3 Any meeting of the Modification Panel at which a quorum is and remains present shall be competent to discharge any and all of the functions within the competence of the Modification Panel.

5.6 Panel Chairman

- 5.6.1 The Panel Chairman or, in the absence of the Panel Chairman, the deputy chairman, shall preside at meetings of the Modification Panel.
- 5.6.2 The Chairman shall conduct all meetings of the Modification Panel in accordance with the Chairman's Guidelines.

- 5.6.3 Members may propose amendments to the Chairman's Guidelines from time to time by notice in writing to the Secretary who shall place such proposed amendments on the Agenda for the next following meeting of the Modification Panel. If such proposed amendments are approved by determination of the Modification Panel, the Secretary shall amend the Chairman's Guidelines as appropriate and circulate to Members, each Transporter and Users the Chairman's Guidelines within ten (10) Business Days of such meeting.

5.7 Location and form of meetings

- 5.7.1 Unless the Modification Panel shall in respect of any meeting of the Modification Panel otherwise determine, meetings of the Modification Panel will take place in London.
- 5.7.2 Meetings of the Modification Panel may take place by means of telephone, conference telephone, video link or any other audio, audio-visual or interactive communication notwithstanding that the Members treated as being present (pursuant to paragraph 5.7.3) by any such means of communication may not all be meeting in the same place provided that each Member shall be able to communicate to each of the other Members and be heard by each of the other Members simultaneously.
- 5.7.3 Any Member who shall be able to participate in the manner envisaged by paragraph 5.7.2 in any meeting of the Modification Panel shall be treated as being present at such meeting and accordingly shall, if such Member is a voting Member, be entitled to vote and shall count towards a quorum.

5.8 Voting

Subject to paragraph 5.9, the discharge of all of the functions within the competence of the Modification Panel and expressed to require a determination of the Modification Panel shall be determined by a vote conducted on a show of hands or, if the meeting takes place pursuant to paragraph 5.7.2, on a show of hands or such other demonstration of affirmation or consent as may be appropriate. On any vote each Voting Member present shall (subject to paragraphs 4.5.2 and 4.5.4) be entitled to exercise one (1) vote.

5.9 Written resolutions

A resolution in writing signed by Voting Members, including any alternates appointed by such Members in accordance with paragraph 4.5, shall be valid and effective for the purposes of discharging any function requiring a determination of the Modification Panel as if such vote were conducted in accordance with paragraph 5.8 at a duly convened meeting of the Modification Panel provided that votes are received by the Secretary from such Members as would, if present, form a quorum in accordance with paragraph 5.5 not later than three (3) Business Days (or such shorter period as the Secretary may reasonably notify) following receipt by Voting Members of such documents as are necessary for the purposes of such written resolution. Such determinations may consist of several documents in the same form each such document being signed by one (1) (or more) of the Voting Members or alternates. The Secretary shall, where reasonably practicable, notify Members in advance that such vote will take place and shall send copies of any such written resolutions to all non-voting Members, all Users and all Transporters.

5.10 Observers and Invitees

- 5.10.1 Each User and each Transporter shall be entitled to appoint an individual to act as an observer at meetings of the Modification Panel (and any observer so appointed shall not be entitled to participate in the business of the meeting). In respect of any such individual, the Modification Panel may, from time to time, determine that such individual be excluded from all or part of a meeting of the Modification Panel.
- 5.10.2 The Modification Panel may, from time to time, determine to invite any individual to attend all or part of a meeting of the Modification Panel.
- 5.10.3 The Secretary may, at the written request of the Authority, invite any individual to a meeting or meetings of the Modification Panel as an observer. Where such an invitation is made, the Secretary shall give as much notice as reasonably practicable to Members of the Modification Panel of the name of the individual invited, the organisation that the individual represents and the date of the relevant meeting(s). Where the Authority requests the Secretary to invite any individual, the Secretary shall set out in writing to the Authority details of any objections that the Transporters or Users may have to such attendance.
- 5.10.4 Any invitee to a meeting of the Modification Panel pursuant to paragraph 5.10.3 shall be entitled to receive copies of any relevant minutes, Agendas, notices and Modification Proposals due to be discussed at that meeting (but shall not be entitled to participate in the business of the meeting).

5.11 Minutes

- 5.11.1 The Secretary shall:
- (a) ensure that all meetings of the Modification Panel and all determinations of the Modification Panel (at meetings of the Modification Panel) are minuted and, as regards such determinations, that the minutes record the manner in which each Voting Member cast his vote in respect of each matter determined by the Modification Panel); and
 - (b) issue a report of determinations of the Modification Panel to each Member, each Transporter and each User within three (3) Business Days of the meeting of the Modification Panel at which such determinations were made.
- 5.11.2 The Secretary shall, within ten (10) Business Days following the date of the relevant meeting, send each Member, each Transporter and each User:
- (a) a copy of any minutes of that meeting made pursuant to paragraph 5.11.1; and
 - (b) notification of any determination made pursuant to paragraph 7.5.
- 5.11.3 The Secretary shall in respect of each meeting of the Modification Panel invite the individuals who attend that meeting to record their attendance.

5.12 Provision of information

- 5.12.1 The Modification Panel may, from time to time, determine to provide (subject to paragraph 12.6.7) to any person a document derived from the application of these Rules (including, but without limitation, any minutes made pursuant to paragraph 5.11.1), or considered in accordance with these Rules.
- 5.12.2 If the Modification Panel shall so determine the Secretary shall ensure that within a reasonable period of time the document which is the subject of such determination shall be sent to such person.

6 MODIFICATION PROPOSALS AND THIRD PARTY MODIFICATION PROPOSALS

6.1 Relevant persons

6.1.1 Without prejudice to paragraph 6.4 or paragraph 12.4 a Modification Proposal in respect of the Uniform Network Code may be made from time to time by:

- (a) a Transporter; and/or
- (b) any User,

and any Third Party Participant may make a Third Party Modification Proposal.

6.1.2 Without prejudice to paragraph 6.4 or paragraph 12.4 a Modification Proposal in respect of an Individual Network Code may be made from time to time by:

- (a) a Relevant Transporter; and/or
- (b) any Relevant Shipper.

6.1.3 If:

- (a) a Transporter or the Transporters shall in respect of any Modification Proposal consider that such Modification Proposal should be treated as an Urgent Modification Proposal; or
- (b) the Proposer shall in accordance with paragraph 6.2.1(e) have identified the proposal as one which the Proposer considers should be treated as an Urgent Modification Proposal,

that Modification Proposal shall be subject to paragraph 10.

6.2 Form of Modification Proposals

6.2.1 Each Modification Proposal made pursuant to paragraph 6.1.1 or 6.1.2:

- (a) shall be in writing and shall specify whether it relates to the Uniform Network Code or an Individual Network Code;
- (b) shall set out in reasonable but not excessive detail the nature and purpose of the Modification Proposal;
- (c) shall set out the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives;
- (d) shall detail the sections and paragraphs of the Uniform Network Code or the Individual Network Code which are to be amended or otherwise affected by the Modification Proposal;
- (e) shall, if the Proposer considers that the Modification Proposal should be treated as an Urgent Modification Proposal, identify the Modification Proposal as such and indicate the Proposer's justification for such belief;
- (f) shall, where it is made by a Transporter pursuant to Standard Special Condition A11(14), state that it is so made;
- (g) shall state the name of the Proposer and the Proposer's representative;
- (h) shall, without prejudice to the Modification Panel's right of determination pursuant to paragraph 7.2, state the Proposer's preference as to whether the Modification Proposal should:

- (i) be subject to the review procedures;
 - (ii) proceed to the Development Phase;
 - (iii) proceed to the Consultation Phase; or
 - (iv) be referred to a Workstream in accordance with paragraph 7.4 for discussion;
 - (i) may state the Proposer's opinion of the likely impact of the implementation of the Modification Proposal upon Users' computer systems and/or manual processes and procedures;
 - (j) may state the Proposer's view of possible implementation timescales for the Modification Proposal; and
 - (k) may include the Proposer's suggested text for consideration by the Transporters when preparing the text of the Modification pursuant to paragraph 9.8.
- 6.2.2 Each Third Party Modification Proposal shall:
- (a) be in writing;
 - (b) clearly identify the data item(s) which it is proposed should be added or removed from those set out in the Uniform Network Code, Annex V1;
 - (c) state the basis upon which the Proposer considers that it would better facilitate the achievement of the Relevant Objectives; and
 - (d) state the name of the Proposer and the Proposer's representative.
- 6.2.3 The Modification Panel may, from time to time, stipulate the form which Modification Proposals and Third Party Modification Proposals should take.
- 6.2.4 Each Modification Proposal and Third Party Modification Proposal shall be given to the Secretary who shall ensure that the information required in 6.2.1 or 6.2.2 (or pursuant to paragraph 6.2.3 as the case may be), has been provided before accepting such Modification Proposal.
- 6.2.5 Where a Modification Proposal or Third Party Modification Proposal does not comply with paragraph 6.2 the Secretary may reject such Modification Proposal.

6.3 Proposer's representative

- 6.3.1 Subject to paragraph 10, each Proposer shall ensure the attendance of a representative of the Proposer at the meeting of the Modification Panel at which the Modification Proposal or Third Party Modification Proposal is to be discussed initially; at such meeting the Proposer's representative shall give a presentation in respect of the Modification Proposal and endeavour to answer any questions which the Modification Panel may have in respect of the Modification Proposal or the presentation.
- 6.3.2 If a representative of the Proposer does not for whatever reason attend the meeting of the Modification Panel at which the relevant Modification Proposal or Third Party Modification Proposal is to be discussed initially the Modification Panel may determine that, notwithstanding such non-attendance of the Proposer's representative, the Modification Panel shall proceed to discuss the Modification Proposal or Third Party Modification Proposal.
- 6.3.3 If the Modification Panel shall not make a determination pursuant to paragraph 6.3.2, the Modification Panel will not discuss the Modification Proposal or Third Party

Modification Proposal further unless and until the Proposer's representative shall have attended a meeting of the Modification Panel pursuant to paragraph 6.3.1 or the Modification Panel shall determine to discuss the proposal further.

6.4 Alternative proposals

- 6.4.1 In respect of any Modification Proposal or Third Party Modification Proposal which is an Urgent Modification Proposal, or which is, pursuant to paragraph 7.2.3, to proceed to the Development Phase or to which paragraph 7.3 applies, any of the parties listed (except for the Proposer):
- (a) in paragraph 6.1.1 including a Third Party Participant in relation to a Third Party Modification Proposal only (where such proposal is made pursuant to paragraph 6.1.1); or
 - (b) in paragraph 6.1.2 (where such proposal is made pursuant to paragraph 6.1.2), may, but shall not be required to, within five (5) Business Days following the date upon which such proposal is to proceed, make an alternative Modification Proposal in accordance with paragraph 6.2. Any Modification Proposal so made may (so as to be subject to paragraph 12.4) be, with any necessary Modifications, the same as the Modification Proposal or Third Party Modification Proposal. The Secretary shall within five (5) Business Days following receipt of each alternative proposal made pursuant to this paragraph 6.4 send a copy of that proposal to each Transporter, each User, each Member and each Non-Code Party (if any). The alternative proposal and the Modification Proposal or Third Party Modification Proposal shall proceed through the Modification Procedures together.
- 6.4.2 In respect of any Modification Proposal or Third Party Modification Proposal which is withdrawn pursuant to paragraph 6.5.1, any of the parties (except for the Proposer):
- (a) in paragraph 6.1.1 including a Third Party Participant in relation to a Third Party Modification Proposal only (where such proposal is made pursuant to paragraph 6.1.1); or
 - (b) in paragraph 6.1.2 (where such proposal is made pursuant to paragraph 6.1.2), may, but shall not be required to, either raise an alternative Modification Proposal in accordance with paragraph 6.2) or adopt the withdrawn proposal (in which case the adopted proposal shall continue through the Modification Procedures from the point at which it was withdrawn).

6.5 Withdrawal or variation of Modification Proposals

- 6.5.1 A Proposer may:
- (a) withdraw a Modification Proposal or Third Party Modification Proposal of that Proposer, at any time before a Modification Report is prepared in respect of such proposal in accordance with these Rules, by notice to the Secretary, and subject to paragraphs 6.4 and 12.4, any Modification Proposal or Third Party Modification Proposal so withdrawn shall lapse; or
 - (b) vary a Modification Proposal or Third Party Modification Proposal of that Proposer, at any time before the Consultation Phase commences, by notice to the Secretary, and subject to paragraph 6.4, and to paragraph 12.4, any Modification Proposal or Third Party Modification Proposal so varied shall replace the original Proposal.

- 6.5.2 The Secretary shall, within a reasonable period of time following any withdrawal or variation notify each Transporter, each Member, each User, each Third Party Participant and each Non-Code Party of such withdrawal or variation (as the case may be).

7 MODIFICATION PROCEDURES - PRELIMINARY PHASE

7.1 Circulation of Modification Proposals

7.1.1 The Secretary shall:

- (a) on receipt of a Modification Proposal or a Third Party Modification Proposal allocate a unique reference number to that proposal;
- (b) by the later of:
 - (i) the end of the third Business Day following receipt of a Modification Proposal or a Third Party Modification Proposal made pursuant to paragraph 6.1.1 or 6.4 (as the case may be); and
 - (ii) the end of the first Business Day following the date on which the Secretary receives notification of any decision of the Authority pursuant to paragraph 10.1.2 or 10.1.3 as to whether the Modification Proposal should be treated as an Urgent Modification Proposal,send a copy of that proposal to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any);
- (c) subject to paragraph 10, put initial discussion of the Modification Proposal or Third Party Modification Proposal on the Agenda for the next meeting of the Modification Panel which shall (subject to paragraphs 5.4.1 and 5.4.2) be convened pursuant to paragraph 5.3.1; and
- (d) notify the Proposer of the meeting of the Modification Panel at which the Modification Proposal or Third Party Modification Proposal is to be discussed, and request the attendance of the Proposer's representative.

7.1.2 Where:

- (a) the Authority decides that a Modification Proposal should not be treated as an Urgent Modification Proposal; and
- (b) at the date on which the Secretary receives notification of such decision, no meeting of the Modification Panel will, in accordance with paragraph 5.2, take place within 10 Business Days of such date,

the Secretary shall seek in writing, from Members in accordance with paragraph 5.9, a determination of the Modification Panel as to which of the procedures set out in paragraph 7.2.3 should apply to the Modification Proposal.

7.2 Discussion of Modification Proposals

- 7.2.1 Subject to paragraph 6.4 and paragraph 10, the Modification Panel shall discuss each new Modification Proposal and Third Party Modification Proposal at a meeting of the Modification Panel.

7.2.2 Having:

- (a) discussed the Modification Proposal or Third Party Modification Proposal and, subject to paragraph 6.3.2;

- (b) heard the presentation of the Proposer's representative;
- (c) had an opportunity to ask the Proposer's representative questions in respect of the Modification Proposal or Third Party Modification Proposal and the presentation of the Proposer's representative; and
- (d) considered whether there are any persons from whom representations should, pursuant to paragraph 7.7, be invited,

the Modification Panel shall make a determination under paragraph 7.2.3.

7.2.3 Subject to paragraph 7.2.2, the Modification Panel may, without prejudice to paragraph 7.2.4, determine that:

- (a) a Modification Proposal:
 - (i) should be subject to the review procedures under paragraph 11;
 - (ii) should proceed to the Development Phase (in which case the Modification Panel shall discuss, and shall (in accordance with paragraph 7.6) request the Transporters to finalise, the Terms of Reference to be applicable); or
 - (iii) should proceed to the Consultation Phase in accordance with paragraph 7.3 (in which case the Modification Panel shall determine (in accordance with paragraph 7.3) the Subject Matter Expert); or
- (b) a Modification Proposal or Third Party Modification Proposal:
 - (i) should be referred to a Workstream in accordance with paragraph 7.4 for discussion (and the Modification Panel may determine the Terms of Reference for such work (including terms as to the identity of any third parties to be consulted) and the date upon which it requires the Workstream to submit its report); or
 - (ii) should be deferred to a subsequent meeting of the Modification Panel for further discussion.

7.2.4 Where the Modification Panel discusses a Modification Proposal together with a report prepared by a Workstream (following a previous determination of the Modification Panel to refer the Modification Proposal to the Workstream under paragraph 7.2.3(b)) or a Modification Proposal which has been discussed and considered by a Workstream but has not been previously discussed by the Modification Panel, the Modification Panel may:

- (a) make a determination in accordance with paragraph 7.2.3(a); or
- (b) determine that:
 - (i) the Modification Proposal should be referred back to the Workstream for further discussion and consideration in accordance with paragraph 7.4; or
 - (ii) any further discussion of the Modification Proposal should be deferred to a subsequent meeting of the Modification Panel.

7.2.5 Where the Modification Panel discusses a Third Party Modification Proposal together with a report prepared by a Workstream (following a previous determination of the Modification Panel to refer the Third Party Modification Proposal to the Workstream under paragraph 7.2.3(b)) the Modification Panel may determine that:

- (a) the Third Party Modification Proposal should be referred back to the Workstream for further discussion and consideration in accordance with

paragraph 7.4; or

- (b) the Third Party Modification Proposal should proceed to the Consultation Phase in accordance with paragraph 7.3; or
- (c) any further discussion of the Third Party Modification Proposal should be deferred to a subsequent meeting of the Modification Panel.

7.3 Modification Proposal to proceed to Consultation

7.3.1 If the Modification Panel determines pursuant to paragraph 7.2.3(a)(iii) or 7.2.5(b) that a Modification Proposal or Third Party Modification Proposal should proceed to the Consultation Phase the Modification Panel shall:

- (a) propose one (1) Subject Matter Expert from the SME Register who is determined by the Modification Panel as having suitable expertise to undertake the functions relating to the Consultation Phase in paragraph 9 which fall to be performed by the Relevant Subject Matter Expert for the relevant Modification Proposal or Third Party Modification Proposal; and
- (b) inform the Transporters if it determines that the time periods set out in paragraph 9 for the Consultation Phase should, in its opinion, be deviated from in relation to the relevant Modification Proposal or the Third Party Modification Proposal.

7.4 Modification Proposal discussed by Workstream

7.4.1 If the Modification Panel shall determine pursuant to paragraph 7.2.4(b)(i) or 7.2.5 that a Modification Proposal or Third Party Modification Proposal should be discussed within a Workstream the Transporters shall:

- (a) within ten (10) Business Days following the date of the meeting and, where reasonably practicable, in sufficient time for consideration at the next following meeting of the relevant Workstream, finalise the Terms of Reference and refer the Modification Proposal or Third Party Modification Proposal to the relevant Workstream; and
- (b) within the period set by the Modification Panel or, if the Modification Panel shall not have set a date, within six (6) months following the date of the meeting where the proposal was initially discussed, having considered the representations (if any) received and the discussions of the relevant Workstream:
 - (i) prepare a report on the issues discussed and conclusions (if any) reached by the Workstream;
 - (ii) request the Secretary to put discussion of the report on the Agenda for the next following meeting of the Modification Panel which will be convened pursuant to paragraph 5.3.1; and
 - (iii) invite a representative of the Proposer, and such other persons who have contributed to the report as the Transporters shall determine, to attend the meeting of the Modification Panel at which the report is to be discussed.

7.5 Determination

If the Modification Panel does not, at the meeting, make a determination pursuant to

paragraph 7.2.3(a), 7.2.3(b), 7.2.4(a), 7.2.4(b) or 7.2.5 the Transporters may refer the Modification Proposal or Third Party Modification Proposal to a new or relevant Workstream in accordance with paragraph 7.4 or determine that the Modification Proposal should proceed to the Development Phase subject to the existence of a relevant Development Work Group.

7.6 Development process

- 7.6.1 If the Modification Panel determines pursuant to paragraph 7.2.3(a)(ii) that the Modification Proposal should proceed to the Development Phase the Transporters shall:
- (a) within ten (10) Business Days of such determination finalise the Terms of Reference and constitute a Development Work Group in accordance with paragraph 8; and
 - (b) notify each Transporter and each User of the composition of the Development Work Group and invite each Transporter, each User and Non-Code Party (if any) to make representations in respect of the Modification Proposal within fifteen (15) Business Days following the date of invitation.

7.7 Non-Code Parties

- 7.7.1 The Transporters shall, in accordance with the Transporter's Licence and for the purpose referred in Standard Special Condition A11(9)(d) and (f):
- (a) send copies of any Modification Proposal, Third Party Modification Proposal and any Modification Report prepared in respect of such proposal to; and
 - (b) invite representations in respect thereof from, other persons.

8 MODIFICATION PROCEDURES - DEVELOPMENT PHASE

8.1 Composition of Development Work Groups

- 8.1.1 Each Development Work Group shall (subject to paragraph 8.1.2(a)) include not less than two (2) representatives of Users and not less than two (2) representatives of the Transporters. In respect of each User Proposal, the Proposer shall be entitled to appoint one individual to the Development Work Group constituted in respect of that User Proposal.
- 8.1.2 The Modification Panel may at the meeting referred to at paragraph 7.2 determine or approve:
- (a) the composition of the Development Work Group; or
 - (b) that the Users or, as the case may be, Non-Code Parties be invited to make representations at a meeting of the Users, Non-Code Parties and Transporters (and the Transporters shall cause a record of the representations made at such meeting to be made and shall send a copy of that record to each Transporter, each User, and for information purposes only, each Member); or
 - (c) to invite any Non-Code Party to nominate a representative to act as a member of a Development Work Group or to attend a meeting of, the Development Work Group to express any view which such Non-Code Party may have in respect of the relevant Modification Proposal, but this shall not require the

Transporters to engage or remunerate any person so invited or nominated.

- 8.1.3 Failing any determination by the Panel in respect of the Development Work Group the Transporters shall proceed to finalise the composition and shall constitute the Development Work Group within ten (10) Business Days of the meeting referred to in paragraph 7.2.

8.2 Proceedings of Development Work Groups

- 8.2.1 The Transporters shall ensure that the Authority is notified of all meetings of each Development Work Group. The Authority (or any representative of the Authority (including, but without limitation, the Ofgem Representative)) shall be invited to all meetings of all Development Work Groups.
- 8.2.2 Each Development Work Group may, from time to time, and at any time in addition to the persons (if any) specified in the Terms of Reference of the Development Work Group, consult with any person for the purposes of the Development Work but this shall not require the Transporters to engage or remunerate any person so consulted.
- 8.2.3 Each Development Work Group shall be chaired by a representative of the Transporters. Each such representative of the Transporters shall co-ordinate the Development Work undertaken and the monthly reports and the Development Work Group Report to be prepared by the relevant Development Work Group and liaise with the Modification Panel in relation to any matter (including, but without limitation, any matter referred to in paragraph 8.3.1).
- 8.2.4 Where in respect of any matter any Development Work Group does not reach a consensus, the chairman of such Development Work Group shall determine such matter with any contrary view to such determination being recorded in the Development Work Group Report. Any individual on the Development Work Group may in circumstances where consensus is not so reached and on the basis that such individual considers the relevant matter is material request the chairman of the Development Work Group to refer such matter to the Modification Panel. The chairman of the Development Work Group shall (whether or not he refers the matter) notify the Modification Panel of each such request. If the chairman so refers the matter the Modification Panel may, as provided in paragraph 8.3.3, give guidance, clarification or instructions in respect thereof or it may not. If the Modification Panel shall not so give guidance, clarification or instructions the chairman of the Development Work Group shall determine the matter so referred and any contrary view to such determination shall, if the relevant individual requires, be recorded in the Development Work Group Report. If the chairman does not so refer the matter, the Modification Panel may, pursuant to paragraph 8.3.3, nevertheless determine to give guidance, clarification or instructions in respect of the matter.
- 8.2.5 The Development Work Group may decide to invite a legal adviser or legal advisers to attend meetings of the group, and members of the group may nominate legal advisers for this purpose (but this shall not require the Transporters to engage or remunerate any person so invited).
- 8.2.6 The chairman of the Development Work Group shall be entitled, at his sole discretion, to:
- (a) accept an alternate Development Work Group member if the original member is unable to attend any meeting of the Development Work Group; and/or
 - (b) exclude any person other than a Development Work Group member from all or any part of the proceedings of the Development Work Group which

exclusion shall be detailed in the following report submitted in accordance with paragraph 8.5.

8.3 Liaison with the Modification Panel

- 8.3.1 Each Development Work Group may, from time to time, and at any time:
- (a) seek guidance or clarification from the Modification Panel in relation to any matter arising in connection with the Development Work;
 - (b) seek instructions from the Modification Panel as to whether the Development Work Group should continue or discontinue all or any of the Development Work;
 - (c) propose to the Modification Panel that the Modification Panel should hear the views of any person whom the Development Work Group consults pursuant to the Terms of Reference of the Development Work Group or pursuant to paragraph 8.2.2;
 - (d) request an extension to the time (prescribed in the timetable referred to in paragraph 12.9.1(e) within which the Development Work is to be done or the Development Work Group Report prepared; and
 - (e) propose any change to the Terms of Reference of the Development Work Group to reflect any change arising by reason of the application of any of paragraph 8.3.1(a) to (d).
- 8.3.2 The Modification Panel may determine to accede in respect of any request or proposal made pursuant to paragraphs 8.3.1(c) to (e) or otherwise to give instructions in respect thereof.
- 8.3.3 The Modification Panel may give the guidance, clarification or instructions sought pursuant to paragraphs 8.3.1(a) and (b) or otherwise give such other guidance, clarification or instructions as the Modification Panel may determine.
- 8.3.4 Subject to paragraph 8.3.6, the Modification Panel may (whether pursuant to an instruction sought pursuant to paragraph 8.3.1 or otherwise) determine to instruct any Development Work Group to cease all or any part of the Development Work. Any Development Work Group which is so instructed to cease all Development Work in respect of any Modification Proposal shall at the same time as it is so instructed be instructed to prepare the Development Work Group Report in respect of such Modification Proposal.
- 8.3.5 In general it is anticipated that Modification Proposals will proceed through the development phase in the time order in which those Modification Proposals proceed to the Development Phase. However, where a number of Modification Proposals are being considered within the Development Phase at the same time, the Modification Panel may, from time to time and subject to paragraph 8.3.6, determine to re-order and/or defer the consideration of all or any of such Modification Proposals.
- 8.3.6 If, pursuant to paragraph 6.4.1, two (2) Modification Proposals (relating (in whole or in part) to the same subject matter) are proceeding through the Development Phase together the Modification Panel may at any time during the Development Phase determine Unanimously that only one (1) of the Modification Proposals should proceed. On any such determination the Modification Proposal which is not to proceed shall lapse and accordingly the Development Work Group shall not prepare a Development Work Group Report in respect of that Modification Proposal.
- 8.3.7 No Modification Proposal shall, without the consent of the Authority, be in the

Development Phase for more than twelve (12) months. If no consent is received from the Authority paragraph 8.6 will apply.

8.4 Consideration of representations

8.4.1 Each Development Work Group shall consider all representations:

- (a) received (in accordance with paragraph 7.6.1(b) and not withdrawn in accordance with paragraph 12.3.2) by that Development Work Group from Users;
- (b) received by that Development Work Group from Non-Code Parties pursuant to (and in accordance with) any invitation made pursuant to paragraph 7.7.1(b); and
- (c) all other representations which the Transporters may request the Development Work Group to consider.

8.5 Monthly reports

8.5.1 Each Development Work Group shall each month report to the Modification Panel as to the progress of that Development Work Group.

8.5.2 The Modification Panel shall, as appropriate, discuss reports received from Development Work Groups pursuant to paragraph 8.5.1.

8.6 Development Work Group Report

8.6.1 Subject to paragraph 8.3.4, the Transporters shall, together with the Development Work Group, prepare a Development Work Group Report in accordance with the Terms of Reference which, unless the Terms of Reference shall (pursuant to paragraph 12.9.1(b)(ii)) specify additional matters, shall:

- (a) provide an analysis of whether and if so the extent to which the Modification would better facilitate the achievement (for the purposes of each Transporter's Licence) of the Relevant Objectives; and
- (b) so far as is consistent with (a) above:
 - (i) address the implications (if any) (to the extent only that the Development Work Group shall have been informed by the Transporters or becomes aware during the course of the Development Work in the context of the application of the Modification Procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implications of the proposal for the Transporters, including:
 - (1) the implications for the operation of the Systems;
 - (2) the development and capital cost and operating cost implications (if any) for each Transporter of implementing the Modification Proposal or Third Party Modification Proposal; and
 - (3) whether it is appropriate for each Transporter and/or the Transporters to recover all or any of the costs and, if so, a proposal as to the most appropriate way for those costs to be recovered; and

- (4) the consequence (if any) of implementing the Modification Proposal or Third Party Modification Proposal on the level of contractual risk of each Transporter under the Uniform Network Code or the Individual Network Code proposed to be modified by the Modification Proposal or Third Party Modification Proposal;
- (ii) address the development implications and other implications for the UK Link System of the Transporters, related computer systems of each Transporter and related computer systems of Users;
- (iii) address the implications (if any) (to the extent only that the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implementation of the proposal for Users, including the:
 - (1) administrative and operational implications (if any) of the implementation of the Modification Proposal or Third Party Modification Proposal on Users;
 - (2) development and capital cost and operating cost implications (if any) for Users of implementing the Modification Proposal or Third Party Modification Proposal; and
 - (3) consequence (if any) of implementing the Modification Proposal or Third Party Modification Proposal on the level of the contractual risk of Users under the Uniform Network Code or the Individual Network Code proposed to be modified by the Modification Proposal;
- (iv) address the implications (if any) (to the extent only that the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal) of the implementation for other relevant persons (including, but without limitation, Users, Connected System Operators, Consumers, Terminal Operators, Storage Operators, Suppliers and producers and, to the extent not so otherwise addressed, any Non-Code Party) of implementing the proposal;
- (v) address the consequences of the legislative and regulatory obligations and contractual relationships of the Transporters:
 - (1) if (and to that extent only) the Development Work Group shall have been informed by the Transporters or becomes aware of during the course of the Development Work Group in respect thereof in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal; and
 - (2) if (and to that extent only) the Development Work Group

shall have been informed (whether pursuant to representations pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in respect thereof in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal, Users and any Non-Code Party, of the implementation of the proposal;

- (vi) provide an analysis of any advantages and disadvantages of which (and to the extent only that) the Development Work Group shall have been informed (whether pursuant to representations received pursuant to paragraph 7.7.1(b) or otherwise) or becomes aware of during the course of the Development Work in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal and not otherwise identified pursuant to paragraphs 8.6.1(a) to (v) as such of the implementation of the proposal;
- (vii) provide a summary of the representations (to the extent that the import of those representations are not reflected elsewhere in the Development Work Group Report) of those persons (if any) which the Development Work Group shall have consulted pursuant to the Terms of Reference or paragraph 8.2.2;
- (viii) detail the representations which the Development Work Group shall have considered pursuant to paragraph 8.4; and comment, in the context of the report as a whole, on such representations;
- (ix) detail any matter (not otherwise identified as such elsewhere in the report) which the Development Work Group considers shall need to be addressed or otherwise dealt with so as to enable the preparation of the Modification Report; and
- (x) as appropriate, comment upon:
 - (1) and make recommendations as to, the time scale for the implementation of the whole or any part of the Modification Proposal or Third Party Modification Proposal; and
 - (2) the text provided pursuant to paragraph 9.8.

8.6.2 If two (2) or more Modification Proposals shall have been considered together by the Development Work Group and no determination shall have been made pursuant to paragraph 8.3.6 the Development Work Group Report shall report on each Modification Proposal.

8.7 Circulation of Development Work Group Reports

Each Development Work Group Report shall (subject to paragraphs 5.4.1 and 5.4.2) be sent to all Members as soon as reasonably practicable but in any event not less than five (5) Business Days prior to the meeting of the Modification Panel at which that report is to be discussed.

8.8 Discussion of Development Work Group Report

8.8.1 Having:

- (a) discussed the Development Work Group Report; and

- (b) allowed any Members of the relevant Development Work Group (in attendance at the meeting of the Modification Panel) to express any views on the substance of the Development Work Group Report or the conduct of the consideration of the Modification Proposal by the Development Work Group, the Modification Panel may determine:
 - (i) to refer the Development Work Group Report back to the Development Work Group for revision or further work;
 - (ii) to continue to consider or to consider further the Development Work Group Report at a subsequent meeting of the Modification Panel; or
 - (iii) that the Modification Proposal shall proceed to the Consultation Phase in accordance with paragraph 7.3.

9 MODIFICATION PROCEDURES - CONSULTATION PHASE

9.1 The SME Register

- 9.1.1 The Secretary shall establish, maintain, and publish in such manner as it sees fit, a SME Register of individuals nominated pursuant to paragraphs 9.1.2 and 9.1.3.
- 9.1.2 The Transporters shall by notice to the Secretary, nominate (and as the case may be, re-nominate) not less than nine (9) individuals to be listed on the SME Register.
- 9.1.3 Each User may, by notice to the Secretary, nominate (and as the case may be, re-nominate) one (1) or more individuals to be listed on the SME Register.
- 9.1.4 Each person to be listed, and retained, on the SME Register pursuant to paragraph 9.1.1 shall:
 - (a) be determined by the Modification Panel to be suitably qualified and experienced to act as a subject matter expert in the Consultation Phase;
 - (b) have signed (and not revoked):
 - (i) the SME Code of Conduct; and
 - (ii) the Terms of Appointment;
 - (c) notify the Secretary immediately on the occurrence of any change in its circumstances affecting its availability to act as a Subject Matter Expert, or its compliance with paragraph 9.1.4(b); and
 - (d) where that person is employed, have provided to the Secretary written confirmation from his employer that he may act as a Subject Matter Expert (which has not been withdrawn).
- 9.1.5 The SME Code of Conduct and Terms of Appointment may only be amended by the Transporters following a determination of the Modification Panel consenting to the amendment.

9.2 Appointment of SMEs

- 9.2.1 If the Modification Panel has determined that a Modification Proposal or a Third Party Modification Proposal should proceed to the Consultation Phase the Transporters shall, subject to paragraph 9.1.4, within one (1) Business Day following the proposal of a Subject Matter Expert under paragraph 7.3 notify the Subject Matter Expert of its appointment to undertake the Consultation Phase for the relevant Modification Proposal or Third Party Modification Proposal.

9.3 Consultation - draft Modification Report

- 9.3.1 The Transporters shall procure that the Relevant SME shall prepare a draft Modification Report in accordance with paragraph 9.6 and shall provide such report to the Secretary within fifteen (15) Business Days following the determination of the Modification Panel that the Modification Proposal or Third Party Modification Proposal shall proceed to the Consultation Phase under paragraph 7.3, or such other time period as the Modification Panel shall determine.
- 9.3.2 Within one (1) Business Day of receiving such draft report the Secretary shall circulate it, inviting each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) to make (or withdraw earlier) representations to the Transporters within fifteen (15) Business Days following the date of that invitation.

9.4 Impact on UK Link System

- 9.4.1 If the Modification Proposal or Third Party Modification Proposal has been identified as having an impact on the UK Link System, the Transporters shall request the Transporter Agency in accordance with paragraph 9.4.2 to:
- (a) conduct an initial assessment of the potential impact of the Modification Proposal or Third Party Modification Proposal on the UK Link System; and
 - (b) prepare an initial report of its findings and to send a copy of that report to the Transporters and to the Relevant SME.
- 9.4.2 The initial impact assessment report pursuant to paragraph 9.4.1 shall set out an overview of the implications (if any) of the Modification Proposal or Third Party Modification Proposal (as the case may be) on the UK Link System or any part of the UK Link System, including:
- (a) the implications for the operation of the UK Link System or any part of the UK Link System;
 - (b) the development implications for the UK Link System or any part of the UK Link System, including the changes likely to be required; and
 - (c) if the Transporter Agency determines that the Modification Proposal or Third Party Modification Proposal has no potential impact on the UK Link System, the reasons for such determination.

9.5 Consultation - final Modification Report

- 9.5.1 Within fifteen (15) Business Days following the last day for representations to the draft Modification Report in accordance with paragraph 9.3.2:
- (a) the Transporters shall procure that the Relevant SME shall prepare a final Modification Report in accordance with paragraph 9.6 for approval of the Modification Panel;
 - (b) the Secretary shall submit a copy of that final Modification Report to:
 - (i) each Third Party Participant, each Transporter, each User and each Non-Code Party (if any) that submitted (and did not so withdraw) a representation with regard to the draft Modification Report pursuant to paragraph 9.3.2; and
 - (ii) each Member,

and shall attach to that report all representations (if any) so received (and not so withdrawn); and

- (c) the Transporters shall request the Secretary to add the Modification Proposal or Third Party Modification Proposal as an Agenda item for the Modification Panel to discuss.

9.5.2 Upon receipt of the final Modification Report under paragraph 9.5.1(b):

- (a) each Member may, within two (2) Business Days of receipt of that final Modification Report, submit a response to the Transporters and the Modification Panel, which shall be limited to the adequacy of the treatment of such representations in the Modification Report with regard to the Relevant Objectives; and
- (b) the Modification Panel shall assess whether the final Modification Report complies with paragraph 9.6, and if it is compliant, shall:
 - (i) determine whether or not to recommend the implementation of the Modification Proposal or Third Party Modification Proposal to the Authority;
 - (ii) submit its recommendation to the Authority, setting out its determination under paragraph 9.5.2(b)(i) and the factors which (in its opinion) justify its determination; and
 - (iii) instruct the Secretary to send the final Modification Report, together with its recommendation to the Authority, to the Transporters.

9.5.3 The Transporters shall, within one (1) Business Day of receipt from the Secretary of the final Modification Report, circulate to the Authority and each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) the following:

- (a) a copy of the final Modification Report (attaching the responses of Members (if any) provided pursuant to paragraph 9.5.2(a) and any other attachments); and
- (b) a copy of the Modification Panel's recommendation to the Authority seeking a determination of the Authority as to whether the Modification should be implemented or not.

9.5.4 Where a final Modification Report is received by the Authority pursuant to paragraph 9.5.3, the Authority may determine whether the proposed Modification shall be implemented and may give notice of its decision to the Secretary, in which case on receipt of such notice from the Authority:

- (a) if the notice confirms the Authority's determination not to implement the proposed Modification, the Secretary shall circulate to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) a non-implementation notice; and
- (b) if the notice confirms the Authority's determination to implement the Modification, the Secretary shall circulate to each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) an implementation notice.

9.5.5 Any question arising under these Rules as to whether:

- (a) (in the context of representations) a User or other person is likely to be materially affected by a Modification Proposal or Third Party Modification

- Proposal were that proposal to be implemented; or
- (b) representations made (and not withdrawn) pursuant to these Rules in relation to a Modification Proposal or Third Party Modification Proposal have been properly considered by the Transporters,
- shall be determined by the Authority.

9.6 Form of Modification Report

- 9.6.1 In addition to identifying which paragraph of these Rules the Modification Report is made pursuant to, each Modification Report shall, subject to paragraph 10.2 and to the extent relevant and that the Transporters (or the Relevant SME) have been made aware:
- (a) set out:
 - (i) or append in full the relevant Modification Proposal (or Third Party Modification Proposal) including, in the case of a Modification Proposal, any suggested text provided by the Proposer pursuant to paragraph 6.2.1(k); and
 - (ii) the text, if provided pursuant to paragraph 9.8;
 - (b) provide an analysis of whether and if so the extent to which the Modification would better facilitate the achievement (for the purposes of each Transporter's Licence) of the Relevant Objectives;
 - (c) address the implications (if any) in the context of the application of the Modification procedures in relation to the Modification Proposal or Third Party Modification Proposal of the implementation of such Modification Proposal or Third Party Modification Proposal:
 - (i) on security of supply, operation of the Total System and industry fragmentation;
 - (ii) for the Transporters and each Transporter, including:
 - (1) the implications for the operation of the Systems;
 - (2) the development and capital cost and operating cost implications (if any) for each Transporter of implementing the Modification Proposal (not applicable to Third Party Modification Proposals); and
 - (aa) if there are any such cost implications, the extent to which it is appropriate for each Transporter and/or the Transporters to recover the costs, and (to such extent) a proposal for the most appropriate way for the costs to be recovered; and
 - (bb) where any such proposal is made (whether or not the impact of such a proposal is addressed by the text of the Modification), an analysis of the consequences (if any) such proposal would have (if implemented) on the price regulation to which each Transporter is subject; and
 - (iii) the consequence (if any) of implementing the Proposal on the level of contractual risk of each Transporter under the Uniform Network Code or the Individual Network Code to be modified by the Proposal;

- (d) provide the Transporters' reasonable high level indication, based upon such information as is reasonably available to them at the relevant time pursuant to paragraph 9.4, of the areas of the UK Link System likely to be affected, and address the development implications and other implications for the UK Link System for the Transporters, related computer systems of each Transporter and related computer systems of Users (not applicable to Third Party Modification Proposals);
- (e) address the implications (if any) (to the extent only that the Transporters (or the Relevant SME) shall have been informed (whether pursuant to representations or otherwise) in the context of the application of the Modification procedures in relation to the proposal) of the implementation of the Modification for Users, including:
 - (i) the administrative and operational implications (if any) of the implementation of the proposal on Users;
 - (ii) the capital cost and operating cost implications (if any) for Users of implementing the Modification Proposal (not applicable to Third Party Modification Proposals); and
 - (iii) the consequence (if any) of implementing the proposal on the level of the contractual risk of Users under the Uniform Network Code or the Individual Network Code proposed to be modified by the proposal;
- (f) address the implications (if any) (to the extent only that the Transporters (or the Relevant SME) shall have been informed (whether pursuant to representations or otherwise) in the context of the application of the Modification procedures in relation to the proposal) for other relevant persons (including, but without limitation, Users, Connected System Operators, Consumers, Terminal Operators, Storage Operators, Suppliers and producers and, to the extent not otherwise addressed, any Non-Code Party) of implementing the proposal;
- (g) address the consequences of the legislative and regulatory obligations and contractual relationships of:
 - (i) each Transporter; and
 - (ii) if (and to that extent only) the Transporters (or the Relevant SME) shall have been informed (whether pursuant to representations or otherwise) in respect thereof in the context of the application of the Modification procedures in relation to the proposal, each User and each Non-Code Party (if any),
 of the implementation of the proposal;
- (h) provide an analysis of any advantages or disadvantages if and to the extent only that the Transporters (or the Relevant SME) shall have been informed (whether pursuant to representations or otherwise in respect thereof in the context of the application of the Modification procedures in relation to the Proposal and (not otherwise identified as such pursuant to paragraphs 9.6.1(b) to (g)) of the implementation of the proposal;
- (i) provide a summary of the representations and/or responses (to the extent that those representations and/or responses are not reflected elsewhere in the Modification Report) of:
 - (i) those persons (if any) which the Development Work Group consulted, pursuant to the Terms of Reference and paragraph 8.2.2

- (not applicable to Third Party Modification Proposals); and
- (ii) Members received pursuant to paragraph 9.5.2(a);
- (j)
 - (i) detail the representations which the Development Work Group considered pursuant to paragraph 8.2.2 (not applicable to Third Party Modification Proposals) and the representations (if any) received in accordance with paragraphs 8.4 and 9.3.2; and
 - (ii) (to the extent that representations are not addressed or otherwise commented upon in the Modification Report) comment, in the context of the Modification Report as a whole, on such representations;
- (k) state whether and if so the extent to which the implementation of the Modification Proposal (not applicable to Third Party Modification Proposals) is requisite:
 - (i) to enable each Transporter to facilitate compliance with safety or other legislation; and
 - (ii) having regard to any proposed change in the methodology established under Standard Special Condition A4(5) or the statement furnished by each Transporter Standard Special Condition A4(1) of the Transporter's Licence;
- (l) detail the programme for works (if any) required as a consequence of the implementation of the Modification Proposal (not applicable to Third Party Modification Proposals);
- (m) set out a proposed timetable to be followed in respect of the implementation of the Modification (including, but without limitation, the date upon which the Modification should become effective);
- (n) if it is the opinion of the Transporters that a Modification should be implemented:
 - (i) set out either:
 - (1) a request of the Transporters or the Relevant Transporter for consent of the Authority to the Modification; or
 - (2) a proposal that the Authority should direct that the Modification be implemented;
 - (ii) comment upon, and make recommendations as to, the time scale for the implementation of the whole or any part of the Modification; and
- (o) address the implications (if any) of the Modification Proposal upon the existing Uniform Network Code Standards of Service (not applicable to Third Party Modification Proposals);
- (p) state whether or not any matter detailed in the Development Work Group Report (pursuant to paragraph 8.6) has been addressed or otherwise dealt with (not applicable to Third Party Modification Proposals) and:
 - (i) if such matter has been so addressed or dealt with, the result; or
 - (ii) if such matter has not been so addressed or dealt with, an explanation as to why such matter has not been addressed or dealt with;

- (q) state the number of Voting Members in favour of, and the number of Voting Members present and not voting in favour of, the implementation of the Modification Proposal (or Third Party Modification Proposal) pursuant to the determination made under paragraph 9.5.2(b)(i); and
 - (r) have attached to it copies of all the representations received (and not withdrawn in accordance with paragraph 12.3.2) by the Secretary.
- 9.6.2 Where two or more (2) Modification Proposals have proceeded through the Modification Procedures together (and neither proposal has been withdrawn and all work has not been discontinued pursuant to paragraph 8.3.6 in respect of either proposal) the Modification Report shall, in addition to the analysis referred to in paragraph 9.6.1(b), provide an analysis as to which of the Modification Proposals would in the opinion of the Modification Panel better facilitate the achievement of the Relevant Objectives. Where two (2) Modification Proposals were proceeding through the Modification Procedures together and the Modification Panel shall, pursuant to paragraph 8.3.6, have determined that only one (1) of the Modification Proposals should proceed, the Modification Report shall provide a commentary as to the circumstances in which the Modification Panel so determined (not applicable to Third Party Modification Proposals).
- 9.6.3 Each Modification Report shall be addressed and furnished (as the notice required by Standard Special Condition A11(15)(a)) to the Authority and none of the facts contained or opinions stated in any Modification Report should be relied upon by any other person.
- 9.6.4 In preparing any Modification Report, the Transporters shall procure that the Relevant SME shall:
- (a) do so on the basis set out in these Rules; and
 - (b) not be required to have regard (other than as expressly provided in these Rules) to the consequences of any Modification on any person or persons.

9.7 Further Consultation

- 9.7.1 If, in respect of a Modification Proposal which is the subject of a Modification Report previously submitted to the Authority by the Transporters in accordance with paragraph 9.5.3 or 10.2:
- (a) the Authority has not given notice of its decision in respect of that Modification Report within two (2) calendar months (in the case of Urgent Proposals), or four (4) calendar months (in the case of non-Urgent proposals) from the date upon which the relevant Modification Report was submitted to it; or
 - (b) the Authority, or any Voting Member, by notice to the Secretary expresses the reasonable opinion that the circumstances relating to that Modification have materially changed,
- the Secretary shall place that Modification Proposal on the Agenda for consideration at the next Modification Panel meeting.
- 9.7.2 Having considered the circumstances relating to the Modification Proposal which is subject to paragraph 9.7.1, the Modification Panel may determine that:
- (a) the Secretary should request the Authority to give an indication of the likely date by which the Authority's decision shall be made; or

- (b) the Transporters should within five (5) days of the date of the meeting prepare and circulate a notice to each Transporter, Users and Non-Code Parties outlining the change in circumstances or reasons for delay and inviting further representations within ten (10) days of the date of the notice; or
 - (c) the Secretary should place the Modification Proposal on the Agenda for further consideration at a future meeting of the Modification Panel as determined by the Modification Panel.
- 9.7.3 If the Modification Panel makes a determination in accordance with 9.7.2(a) then the Secretary shall within five (5) Business Days formally request a response from the Authority and place the Modification Proposal on the Agenda for further consideration at the next Modification Panel meeting, it being recognised at all times that the Authority is not obliged, as a result of a request pursuant to 9.7.2(a), to provide any response or indication.
- 9.7.4 If the Modification Panel makes a determination in accordance with 9.7.2(b) the Transporters shall procure that the Relevant SME within five (5) Business Days of the date upon which the invitation for representations closed prepares, and submits to the Secretary a supplemental report (which need not be in the form of a Modification Report) and also procure that the Secretary submits that report and copies of any representations received to the Authority and circulates a copy to each Transporter, Users and Non-Code Parties.
- 9.7.5 Any Report submitted to the Authority under paragraph 9.7.4 shall be supplemental to the Modification Report. Supplemental reports may, but need not, express a view and recommendation which confirms those expressed in the Modification Report to which it refers.

9.8 Text of Modification

- 9.8.1 The text of each Modification shall be prepared as follows:
- (a) in relation to a User Proposal or a Third Party Modification Proposal the Transporters shall prepare the text of the Modification:
 - (i) unless directed otherwise by the Modification Panel, for inclusion in the draft Modification Report prepared under paragraph 9.3; or
 - (ii) if requested or directed to do so by the Authority; and
 - (b) in relation to a Transporter Proposal the Transporter who is the Proposer shall prepare the text of the Modification (including for inclusion in the draft Modification Report prepared under paragraph 9.3).
- 9.8.2 Subject to paragraph 10, the text of each Modification prepared by a Transporter or the Transporters in draft shall be considered by the relevant Development Work Group or (as the case may be) Workstream to which such Modification Proposal has been referred in accordance with these Rules. If the text of a Modification is not considered by a Development Work Group prior to that Development Work Group's report being discussed by the Modification Panel pursuant to paragraph 8.8.1, the Development Work Group shall, where requested by the Modification Panel, having considered the text of a Modification and prior to the preparation of the draft Modification Report pursuant to paragraph 9.3.1, prepare a supplemental report commenting as appropriate upon that text.

9.9 Modification

- 9.9.1 The Transporters shall modify the Uniform Network Code or, as the case may be, the Relevant Transporter shall modify the relevant Individual Network Code in accordance with each consent given and each direction made by the Authority.
- 9.9.2 The Transporters shall, as soon as reasonably practicable, notify each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any) of each Modification. Each such notice shall specify the text of the Modification and the date upon which the Modification shall become effective and may provide (for the purposes of information only) an explanatory note (which note should not be relied upon) in respect of the Modification. Each Modification shall become effective upon the date specified in the relevant notice. Having so notified each Transporter, each User, each Member, each Third Party Participant and each Non-Code Party (if any), the Transporters may, with the agreement of the Authority, notify all Users, all Transporters, Members, each Third Party Participant and Non-Code Parties (if any) of any amendment to the date specified in the earlier notice, and the date specified in any such notice shall be the date upon which the relevant Modification shall become effective.

9.10 Performance of SME's functions

- 9.10.1 If, despite the reasonable efforts of the Transporters to procure performance by the Relevant SME, the Relevant SME does not undertake any function which falls on it to be performed pursuant to these Rules, the Transporters shall, following a determination of the Modification Panel to do so, perform those functions instead.

10 URGENT MODIFICATION PROPOSALS

10.1 Procedure

- 10.1.1 If a Modification Proposal has been considered or identified pursuant to paragraph 6.1.3(b) as one which should be treated as an Urgent Modification Proposal the Secretary shall as soon as possible send a copy of the Modification Proposal to the Authority and the Transporters shall consult with the Authority and shall recommend the procedure and timetable to be followed in respect of each Urgent Modification Proposal.
- 10.1.2 If the Authority considers it appropriate that the Modification Proposal referred to in paragraph 10.1.1 should be treated as an Urgent Modification Proposal:
 - (a) the Secretary shall notify each Transporter, each User, each Member and each Non-Code Party (if any);
 - (b) the Transporters shall appoint a suitable Subject Matter Expert from the SME Register for the purposes of the Urgent Modification Proposal;
 - (c) to the extent that the Authority agrees with the recommendation made in the procedure and timetable submitted by the Transporters, all or any of the Modification Rules (including, but without limitation, consulting with the Modification Panel and seeking representations from each Transporter, Users and any Non-Code Party), may be deviated from or any other procedure accepted by the Authority may be followed;
 - (d) the Transporters shall procure that the Relevant SME prepares, and submits to the Secretary, a Modification Report in a format and in accordance with a timetable accepted by the Authority; and
 - (e) the Transporters shall instruct the Secretary to send the Modification Report

to the Authority.

- 10.1.3 If the Authority does not accept that the Modification Proposal should be treated as an Urgent Modification Proposal the Secretary shall notify the Proposer and paragraphs 7, 8 (if applicable) and 9 shall apply in respect of the Modification Proposal.

10.2 Modification report

- 10.2.1 Each Modification Report and attachments (if any) prepared pursuant to paragraph 10.1.2(d) shall, in addition to reporting to the extent relevant upon the matters referred to in paragraph 9.6.1, detail:
- (a) the reasons why it is an Urgent Modification Proposal; and
 - (b) the procedures that the Transporters have followed pursuant to paragraph 10.1.2(c) where these differ from the Modification Procedures.
- 10.2.2 The Transporters may submit their Modification Report (in whole or in part) orally and/or in writing. The Transporters shall in respect of any Modification Report (or any part thereof) submitted orally as soon as possible confirm that oral submission in writing. The Transporters shall as soon as reasonably practicable send a copy of each such report to each Transporter, each User, each Member and each Non-Code Party (if any).

10.3 Modification

- 10.3.1 The Transporters shall modify the Uniform Network Code and the Relevant Transporter shall modify an Individual Network Code in accordance with each direction made and consent given by the Authority.
- 10.3.2 The Transporters shall as soon as possible notify each Transporter, each User, each Non-Code Party (if any) and each Member of the urgent Modification. Each such notice shall specify the text of the Modification and the date upon which the Modification is to become effective.

10.4 Report on Modification and review

Where an urgent Modification is implemented, the Transporters shall at the next following meeting of the Modification Panel report to the Modification Panel in respect of the urgent Modification. The Modification Panel may determine at that meeting that the subject matter of the urgent Modification so made shall be subject to the review procedures. If the Modification Panel shall so determine, the Transporters shall procure that a Review Proposal in respect of the urgent Modification so made and refer such proposal to the relevant Workstream together with the Terms of Reference to be applicable.

11 REVIEW PROCEDURES

11.1 Purpose

The review procedures are designed to provide a means by which the Uniform Network Code and each Individual Network Code may be reviewed and considered without being subject to the Modification Procedures.

11.2 Review proposals

11.2.1 The Modification Panel may determine:

- (a) that any matter; or
- (b) (at a meeting of the Modification Panel), that the Modification Proposal discussed at that meeting, should be subject to review.

11.2.2 If the Modification Panel shall make a determination:

- (a) pursuant to paragraph 11.2.1(a), the Transporters shall procure that a Review Proposal is made in respect of such matter; or
- (b) pursuant to paragraph 11.2.1(b), the Proposer shall be treated as having made a Review Proposal pursuant to paragraph 11.2.3 or, as the case may be, paragraph 11.2.4.

11.2.3 The Transporters may, from time to time, procure that a Review Proposal is made or withdraw such a Review Proposal.

11.2.4 Any User may, from time to time, make a Review Proposal or withdraw a Review Proposal made by that User, and the Transporters and Users may either raise an alternative Review Proposal (which proposal shall be raised in accordance with paragraph 11.2.2(a)) or where the User withdraws a Review Proposal adopt the Review Proposal (in which case the adopted Review Proposal shall continue through the review procedures from the point at which it was withdrawn by the User).

11.3 Form of proposal

11.3.1 Each Review Proposal shall:

- (a) be in writing; and
- (b) set out in reasonable but not excessive detail the nature of the Review Proposal.

11.3.2 The Modification Panel may, from time to time, stipulate the form which a Review Proposal should take.

11.3.3 The Transporters shall allocate to each Review Proposal a unique reference number.

11.4 Review procedures

11.4.1 Following the submission of a Review Proposal:

- (a) the Modification Panel may determine:
 - (i) that such Review Proposal be subject to review by a Review Group in accordance with such Terms of Reference, procedures and such timetable as the Modification Panel shall determine; or
 - (ii) that such Review Proposal be referred to a Workstream for consideration in accordance with such Terms of Reference, procedures and such timetable as the Modification Panel shall determine;
- (b) subject to paragraph 11.4.1(a), the Transporters may refer the Review Proposal to a Workstream for consideration in accordance with such Terms of Reference, procedures and such timetable as the Transporters may determine; and

- (c) subject to paragraphs 11.4.1(a) and (b), the Review Proposal shall lapse and the Transporters shall notify the Proposer.
- 11.4.2 Following review by a Workstream or Review Group in accordance with paragraph 11.4.1(a) or (b), the Workstream or Review Group shall submit a report to the Modification Panel.
- 11.4.3 Following submission of a report under paragraph 11.4.2, the Modification Panel shall consider the report, and in the event that the Modification Panel does not determine that a further review be undertaken by the Workstream or Review Group (as the case may be), the Transporters shall circulate the report to each Transporter and all Users.
- 11.4.4 Where the report submitted in accordance with paragraph 11.4.2 contains a recommendation in the form of a Modification Proposal and the Modification Panel:
 - (a) determines to support such recommendation, such Modification Proposal shall be dealt with in accordance with paragraph 7.3; or
 - (b) makes no determination, the Workstream or Review Group may reconsider and resubmit the report (whether or not containing a new recommendation) for reconsideration by the Modification Panel and paragraph 11.4.3 shall apply.

12 GENERAL

12.1 Notices

- 12.1.1 Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with these Rules shall be made in accordance with GT Section B5.2.

12.2 Non-receipt

No accidental omission or neglect in sending any document or notice or other communication to, or (other than in the case of any document or notice or other communication submitted by the Transporters to the Authority) non-receipt of any document or notice or other communication by, any person shall be capable of invalidating any act or thing done pursuant to these Rules.

12.3 Representations

- 12.3.1 All representations (and any withdrawal of the same) made by each User or any Transporter pursuant to these Rules shall be readily identifiable as representations (or, as the case may be, a withdrawal thereof), shall identify the unique reference designation on the Modification Proposal, Third Party Modification Proposal or Review Proposal to which they relate and shall be sent to the Secretary at the address of the Transporters, for the time being, notified to Users for the purposes of paragraph 12.1.
- 12.3.2 Any Transporter, User, Third Party Participant or Non-Code Party may at any time prior to the submission of the Modification Report by notice to the Secretary withdraw any representation made by it, whether made in writing or at a meeting of Users or Non-Code Parties.
- 12.3.3 The Transporters shall send to the Authority copies of all representations, but the Transporters shall not be required to take account of representations received after the

expiry of the period established in accordance with these Rules, or of any representations which in the Transporters' reasonable opinion are of no relevance to the subject matter to which they are intended to relate, or from persons who are not likely to be materially affected.

- 12.3.4 In submitting representations pursuant to any provision of these Rules, the person making such submission consents to the publication and circulation of such representations by the Transporters for the purposes of these Rules.

12.4 Variation of Modification Proposal

- 12.4.1 In the case of a Modification Proposal adopted pursuant to paragraph 6.4, the:

- (a) Transporter(s) or User(s) adopting the proposal (where that proposal made is in respect of the Uniform Network Code); or
- (b) Relevant Transporter or Relevant Shipper adopting the proposal (where that proposal made is in respect of an Individual Network Code),

shall (as the case may be) as it considers appropriate modify that adopted Modification Proposal having regard to better facilitating the achievement of the Relevant Objectives and having had regard to any other matter (including, but without limitation, representations (if any) received (in accordance with these Rules) from each Transporter, Users, Non-Code Parties, Third Party Participants and otherwise and the report of the relevant Workstream or Development Work Group and discussions at meetings of the Modification Panel) as appropriate.

12.5 Time periods

Notwithstanding any time periods specified in these Rules, in respect of any Modification Proposal, Third Party Modification Proposal or Review Proposal the Modification Panel may, from time to time, determine to shorten or lengthen the time period within which any (or all) of the Modification Procedures or Review Group procedures or any other procedures is (or are) to be undertaken. If the Modification Panel shall so determine, the Transporters shall, so far as consistent with these Rules and the Transporter's Licence, do all acts and things which these Rules specify as acts and things to be done by the Transporters within such shorter or longer period of time so as to give effect to such determination.

12.6 Consequences of the Rules and Confidentiality

- 12.6.1 These Rules shall not give rise to or impose any duty, obligations or rights (whether in contract, tort, trust or otherwise) pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code on any person that is treated as being, for the time being, a User and shall not give rise to any action or claim or liability (whether in contract, tort (including, but without limitation, negligence), for breach of trust or otherwise) against any such person pursuant to, in relation to, in respect of or in connection with the Uniform Network Code or an Individual Network Code.
- 12.6.2 These Rules shall not give rise to or impose any duty, obligation (other than pursuant to a Transporter's Licence) or right (whether in contract, tort, trust or otherwise) and consequently shall not give rise to any action or claim or liability pursuant to, in relation to, in respect of or in connection with these Rules.
- 12.6.3 Without prejudice to the generality of paragraph 12.6.2, no Member, individual in any

Development Work Group or Review Group, or Relevant Subject Matter Expert shall be liable (in whatever capacity) and no employer of any such person shall be vicariously liable for any act or thing done or omitted to be done pursuant to, in relation to, in respect of or in connection with these Rules.

- 12.6.4 Without prejudice to the generality of paragraph 12.6.2, no act or thing done or omitted to be done by a Transporter, the Transporters or any User (or any employee, director or agent of a Transporter, the Transporters or any User) pursuant to, in relation to, in respect of or in connection with these Rules shall give rise to any action or claim or liability by any User or Non-Code Party against a Transporter, the Transporters (or any such employee, director or agent of a Transporter, the Transporters) or by any other User, Non-Code Party or a Transporter, the Transporters against such User (or any such employee, director or agent of such User).
- 12.6.5 Nothing in or arising as a consequence of these Rules is intended in any way to limit or negate the ability for the time being of any User or Transporter to seek to discuss any issue or matter with the Authority or to give rise to any consequence in respect of any contractual relationship (other than pursuant to a Modification) which may, from time to time, exist between any User and Transporter.
- 12.6.6 Nothing in these Rules shall oblige or impose any duty (whether expressly or impliedly) on any User or Transporter to provide or make available any information.
- 12.6.7 Any person who provides any information for the purposes of or pursuant to these Rules may require that such information may only be made available subject to such confidentiality undertakings as such person may require.

12.7 Disapplication of these Rules

In respect of any Modification Proposal, Third Party Modification Proposal or Review Proposal, if the Transporters consider that it would be appropriate to disapply any of these Rules the Secretary shall notify each Member, each Transporter and each User, each Third Party Participant and each Non-Code Party (if any) and in that notice specify which paragraphs of these Rules the Transporters consider it would be appropriate to disapply and explaining why and invite each Transporter, Users, Third Party Participants and Non-Code Parties (if any) to make representations within ten (10) Business Days following the date of such invitation in respect of the proposed disapplication. The Transporters shall within the three (3) Business Days following the expiry of such ten (10) Business Days send to each Member and the Authority copies of all representations (if any) so received. The Modification Panel shall, subject to paragraph 5.3.1, at the next following meeting of the Modification Panel consider the representations (if any) received (in accordance with this paragraph 12.7) from Transporters, Users, Third Party Participants and Non-Code Parties (if any), and the Modification Panel may determine that it is appropriate to disapply any of the paragraphs of these Rules specified in the relevant notice. If the Modification Panel shall so determine the paragraphs of these Rules specified in the relevant notice shall, if the Authority agrees, be disapplied.

12.8 View

- 12.8.1 At any stage prior to the date on which the Transporters finalise the Modification Report, the Transporters may decide to seek a View from the Authority on any matter arising (under these Rules or otherwise) from a Modification Proposal.
- 12.8.2 If the Transporters decide to seek a View pursuant to paragraph 12.8.1, the Secretary

shall:

- (a) forward an application to the Authority setting out the Transporters' own views and reasons for seeking a View from the Authority;
- (b) if the Modification Panel shall so determine, suspend (in whole or in part) the consideration of the Modification Proposal by any Development Work Group; and
- (c) notify each Transporter, each User and each Non-Code Party (if any) of such decision to seek a View.

12.8.3 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority expresses the View that the Modification Proposal should not proceed, the Modification Proposal shall lapse and the Transporters shall within the five (5) Business Days following receipt of the View prepare and circulate notification of such lapse.

12.8.4 If, in respect of a View sought pursuant to this paragraph 12.8, the Authority shall not express any View as to how the Modification Proposal should proceed or expresses the View that the Modification Proposal should proceed to the Development Phase, the Modification Proposal shall proceed to the Development Phase.

12.8.5 If the Authority expresses any other view, the Modification Proposal shall proceed in accordance with such view.

12.9 Terms of reference

12.9.1 The Terms of Reference for each Development Work Group, Modification Proposal referred to a Workstream or Review Group shall:

- (a) detail the composition of the Development Work Group or Review Group in accordance with paragraph 8.1;
- (b) detail the Modification Proposal;
 - (i) detail the work to be undertaken by the Development Work Group, Workstream or Review Group to enable the Development Work Group, Workstream or Review Group to prepare its report; and
 - (ii) specify any matters, in addition to those referred to in paragraph 8.6.1, which the Development Work Group, Workstream or Review Group should address in its report;
- (c) detail other matters (if any) to be considered or reviewed by the Development Work Group, Workstream or Review Group;
- (d) state whether the Development Work Group, Workstream or Review Group should consult with any other person for the purposes of its report, and if so, detail the extent to which and identify which person (or persons) it should consult with, but this shall not require the Transporters to engage or remunerate any person so consulted;
- (e) set a timetable in accordance with which the work of the Development Work Group, Workstream or Review Group is to be done and its report prepared; and
- (f) specify when the Development Work Group, Workstream or Review Group is to comment upon the text of the Modification, provided to the Group pursuant to paragraph 9.8.

12.9.2 Unless the Modification Panel shall otherwise determine, the timetable referred to in paragraph 12.9.1(e) shall not exceed a period of six (6) months.

12.9.3 The Modification Panel may, from time to time, determine:

- (a) to change the Terms of Reference of:
 - (i) any Development Work Group;
 - (ii) Modification proposal referred to a Workstream; and
 - (iii) any Review Group;
- (b) if the Terms of Reference of the relevant Development Work Group or Review Group so anticipate, that the Development Work Group, or Review Group, should undertake new or further work or consider new matters (whether or not related to any earlier work undertaken by that Development Work Group, or Review Group); or
- (c) to change the Chairman's Guidelines.

UNIFORM NETWORK CODE – GENERAL TERMS

SECTION A - DISPUTE RESOLUTION

1 GENERAL

1.1 Introduction

1.1.1 This Section A provides for the resolution of certain disputes between the Parties.

1.1.2 For the purposes of this Section A:

- (a) a "**dispute**" is any dispute or difference arising between the Parties under or in connection with the Code, the Framework Agreement, any Ancillary Agreement or any Supplemental Agreement;
- (b) in respect of any dispute "**parties**" means the Transporter(s) and/or the User(s) party to such dispute, and "**party**" shall be construed accordingly.

1.2 Expert determination

1.2.1 For the purposes of the Code "**Expert Determination**" means the determination of an expert pursuant to paragraph 2.

1.2.2 Where the Code or any Ancillary Agreement provides or the parties have agreed that a dispute is to be referred to or resolved by Expert Determination:

- (a) paragraph 2 shall apply; and
- (b) subject to paragraph 1.4, no party shall commence proceedings in any court in respect of or otherwise in connection with such dispute.

1.3 Mediation

The parties may agree to refer any dispute (including such a dispute as is referred to in paragraph 1.2) to mediation in accordance with paragraph 3.

1.4 Interlocutory relief

Nothing in this Section A shall prevent any party from seeking interim or interlocutory relief in any court.

1.5 Communications

1.5.1 Except where otherwise provided in this Section A, any notice, submission, statement or other communication relating to any dispute to be given pursuant to this Section A by or to any party, an expert, a mediator, the disputes secretary or a User shall be in writing.

1.5.2 No such notice, submission, statement or communication shall be given as a UK Link Communication.

1.5.3 Where two or more Users are parties to a dispute any such notice, submission, statement or communication to be given by them may be given by them jointly (and any reference

to the party or parties by whom and to whom it is to be given shall be construed accordingly).

- 1.5.4 For the purposes of any limit under this Section A on the length of any submission or statement or any attachments thereto a "**page**" is a single-sided A4 sheet which may contain single spaced type in a normal font size.

1.6 Disputes secretary

- 1.6.1 The Transporters shall designate a person as secretary ("**disputes secretary**") for the administrative purposes provided in this Section A, and may from time to time change the person designated as disputes secretary.
- 1.6.2 The Transporters shall keep each User informed of the identity of the disputes secretary for the time being.
- 1.6.3 The disputes secretary shall not represent any Transporter in any dispute under this Section A.

1.7 DNO Users

In this Section A references to Users include DNO Users.

2 EXPERT DETERMINATION

2.1 Introduction

- 2.1.1 A dispute which is to be referred to or resolved by Expert Determination shall be determined by an individual appointed as expert in accordance with this paragraph 2.
- 2.1.2 In this paragraph 2 a "**listed expert**" is an individual whose name is for the time being on the list of experts maintained under paragraph 2.10.
- 2.1.3 No person shall be nominated as a proposed expert under paragraph 2.2.2 or 2.2.3 or as a listed expert under paragraph 2.10 unless that person has the requisite qualifications to resolve a dispute referable under the Code to Expert Determination by virtue of his education, experience and training.

2.2 Initial notice and selection of expert

- 2.2.1 Any party to a dispute which is to be resolved by or referred to Expert Determination may give notice of the dispute in accordance with paragraph 2.2.2.
- 2.2.2 The notice shall be given to each other party and shall:
- (a) provide brief details of the issues to be resolved; and
 - (b) nominate four persons as proposed experts (who may but need not be listed experts).
- 2.2.3 Within 5 Business Days after any notice under paragraph 2.2.1 was given, each party (other than the party giving such notice) shall by notice to each other party nominate four persons as proposed experts (who may but need not be listed experts).

- 2.2.4 The parties shall endeavour within 10 Business Days after the notice under paragraph 2.2.1 was given to agree upon the selection of an expert, and may meet for this purpose.
- 2.2.5 If within 10 Business Days after the notice under paragraph 2.2.1 was given the parties shall not have agreed upon the selection of an expert, each shall within a further 5 Business Days give to the others a notice ("**preference notice**") specifying the names of seven listed experts in order of preference and assigning to each a number ("**preference number**") from 7 (the most preferred) to 1 (the least preferred), and paragraphs 2.2.6 to 2.2.9 (as applicable) shall apply.
- 2.2.6 In the case of a dispute between a Transporter and any User(s):
- (a) where only one User is a party, or all Users who are parties have submitted a preference notice jointly (in accordance with paragraph 1.5.3), the listed expert whose name appears in both preference notices, or if more than one appears the preferred listed expert (in accordance with paragraph 1.1.1(a)), shall be selected;
 - (b) where more than one User is party and they do not submit a preference notice jointly:
 - (i) if the name of a listed expert appears in all of the preference notices (including the Transporter's) he shall be selected, and if there is more than one the preferred listed expert shall be selected;
 - (ii) otherwise a list of listed experts shall be established from such Users' preference notices, comprising the seven listed experts with the greatest aggregate preference numbers, in order of aggregate preference number, and such list shall be treated for the purpose of paragraph (a) a preference notice submitted jointly by all such Users (each such listed expert being treated as having a preference number from 7 to 1 assigned to him).
- 2.2.7 In the case of a dispute between Transporters, the preferred listed expert (in accordance with paragraph 1.1.1(a)), shall be selected.
- 2.2.8 For the purposes of paragraphs 2.2.7.
- (a) "**preferred listed expert**" means the listed expert with the greatest aggregate preference number;
 - (b) a listed expert's "**aggregate preference number**" is the aggregate of:
 - (i) for the purposes of paragraph 2.2.6(a) and 2.2.7, the preference numbers assigned to him under each preference notice (including where relevant a deemed joint preference notice under paragraph 2.2.6(b)(ii));
 - (ii) for the purposes of paragraph 2.2.6(b)(i), the sum of (1) the preference numbers assigned to him under Users' preference notices divided by the number of Users' preference notices, and (2) the preference number assigned to him under the Transporter's preference notice;
 - (iii) for the purposes of paragraph 2.2.6(b)(ii), the preference numbers assigned to him under each User's preference notice;

- (iv) where two or more experts have the same aggregate preference number they shall be ranked in the order in which their names appear in the list of experts maintained under paragraph 2.10.

2.2.9 At the request of any party, all parties shall submit a copy of their preference notices to the disputes secretary who shall ascertain and inform the parties of the selected expert in accordance with paragraphs 2.2.6 or (a).

2.3 Appointment of the Expert

2.3.1 Upon the selection under paragraph 2.2 or 2.3.3 of an expert, the parties shall forthwith notify the expert selected of his selection and request him to confirm within 5 Business Days whether or not he is willing and able to accept the appointment.

2.3.2 The notification to the expert shall include the following:

- (a) the names of the parties and a summary of the dispute;
- (b) a request that the expert provides the confirmation required under paragraph 2.6;
- (c) a request for confirmation of the expert's scale of fees;
- (d) a statement that the expert's fees and expenses will be paid as provided in paragraph 2.8;
- (e) a statement that the information disclosed in the notification is confidential and that it should not be disclosed, copied or revealed whether the appointment is accepted or not;
- (f) a copy of this paragraph 2; and
- (g) a request for confirmation that the expert is able and willing to act in accordance with the procedure set out herein.

2.3.3 If the selected expert is unwilling or unable to accept the appointment, or shall not have confirmed his willingness and ability to accept such appointment within the period required under paragraph 2.3.1, or the amount of his remuneration or terms of his appointment are not agreed within the period required under paragraph 2.3.4, the parties shall endeavour to agree upon the selection of another expert within 3 Business Days, failing which another expert shall be selected in accordance with paragraphs 2.2.5 to 2.2.9.

2.3.4 The parties shall use their best endeavours to ensure that the terms of the contract of appointment of the expert are agreed with him within 10 Business Days following his confirmation of ability and willingness to act, and agree that if the parties are unable to agree with the expert the amount of his remuneration or any other terms of his appointment then:

- (a) if one or more of the parties is willing to agree what the expert proposes, such amount or terms shall be determined by the President for the time being of the Law Society whose decision shall be final and binding on the parties to the dispute and whose costs of such reference shall be borne by the parties to the dispute equally;

- (b) if none of the parties is willing to agree what the expert proposes, or the expert is not willing to agree what is determined pursuant to paragraph (a), another expert shall be selected in accordance with paragraph 2.3.3.

2.3.5 The expert shall be an independent contractor and the relationship of the parties and the expert shall in no event be construed to be that of principal and agent or master and servant.

2.3.6 The expert shall not act as an arbitrator (and accordingly the provisions of the Arbitration Acts 1950-1979 shall not apply) nor as mediator.

2.4 Timetable and Procedure

2.4.1 No later than 5 Business Days following his appointment, the expert shall by giving reasonable notice to each party convene a meeting with the parties at which he shall raise any matters upon which he requires clarification and discuss with the parties any additional procedural requirements he or they may have.

2.4.2 The parties shall, not later than 10 Business Days after the appointment of the expert, submit to the expert and to each other party written submissions of not more than 10 pages in length together with all supporting documentation, information and data which they wish to submit in respect of the dispute; and the parties may also submit a statement of facts which they have agreed between themselves to the expert.

2.4.3 Each party may, not later than 20 Business Days after the appointment of the expert, submit to the expert and each other party written submissions of not more than 10 pages in length, together with any additional supporting documentation, information and data, in reply to the submissions made under paragraph 2.4.2.

2.4.4 The expert shall disregard any documentation, information, data or submissions supplied or made (other than pursuant to paragraph 2.4.9) by any party later than 20 Business Days after his appointment unless the same are provided in response to a request from the expert.

2.4.5 If the expert shall wish to obtain independent professional and/or technical advice in connection with the dispute:

- (a) he shall first provide the parties with details of the name, organisation and estimated fees of the professional or technical adviser; and
- (b) he may engage such adviser with the consent of the parties (which consent shall not be unreasonably withheld) for the purposes of obtaining such professional and/ or technical advice as he may reasonably require.

2.4.6 The expert may at his discretion and at any time request information from any of the parties orally but shall only do so in the presence of the other parties.

2.4.7 At any time after the period referred to in paragraph 2.4.3 expires, with the written consent of the parties, the expert may (but shall not be required to) convene a hearing upon giving the parties reasonable notice.

2.4.8 The expert shall provide a draft of his determination, which shall be a report in writing giving reasons for the determination, to the parties not later than 35 Business Days

following his appointment.

- 2.4.9 Each party may, within 10 Business Days following delivery of the draft determination, submit to the expert any documentation, information, data, submissions or comments not exceeding 5 pages in length on or in respect of the draft determination.
- 2.4.10 The expert shall submit his final determination, which shall be a report in writing giving reasons for his determination of the dispute, to the parties not later than 50 Business Days following his appointment.
- 2.4.11 If the expert fails to submit the final determination by the time required under paragraph 2.4.10, at the request of any party another expert may be appointed in accordance with the provisions of this paragraph 2 and the appointment of the previous expert shall cease unless, before the appointment of the new expert, the previous expert shall have submitted his final determination hereunder, in which case the new expert shall be forthwith informed that his services will not be required.

2.5 Effect of determination

- 2.5.1 The expert's final determination shall (unless given after the appointment of another expert under paragraph 2.4.11) be final and binding on the parties except in the event of fraud or where it is so clearly erroneous on its face that it would be unconscionable for it to stand, in which case another expert may be appointed in accordance with the provisions of this paragraph 2.
- 2.5.2 Except as provided in paragraph 2.5.1, no party shall commence proceedings in respect of or refer to any court any finding by the expert, whether made at any time after his appointment or in his determination, as to the dispute or the construction of or otherwise in respect of the Code, a Framework Agreement or any Ancillary Agreement.

2.6 Conflict of interests

- 2.6.1 The expert shall confirm to the parties before his appointment that he does not hold any interest or duty which would or potentially would conflict with the performance of his duties under his contract with the parties.
- 2.6.2 If after his appointment the expert becomes aware of any interest or duty which conflicts or potentially conflicts with the performance of his duties under his contract with the parties, the expert shall inform the parties forthwith of such conflict giving full details thereof.
- 2.6.3 Any party may within 5 Business Days of the disclosure of any such conflict or potential conflict object to the appointment or continued appointment of an expert, in which case the expert shall not be or shall cease to be appointed and a new expert shall be selected and appointed in accordance with this paragraph 2 (and the rejected expert shall not be nominated for such selection).

2.7 Confidentiality

- 2.7.1 The parties and the expert shall keep the fact that the Expert Determination is taking place and its outcome confidential.
- 2.7.2 All documentation, information, data, submissions and comments disclosed or delivered

whether in writing or otherwise by any party to the expert or to any other party either in connection with or in consequence of the appointment of the expert shall be regarded and treated as confidential; and the expert and the parties shall not disclose any or all of the documentation, information, data, submissions and comments including the contents and copies thereof in any form except in connection with any proceedings in any court which a party is not prohibited under this Section A from commencing.

2.8 Costs

- 2.8.1 Each party shall bear its own costs including without limitation costs of providing documentation, information, data, submissions or comments under this paragraph 2 and all costs and expenses of all witnesses and other persons retained by it.
- 2.8.2 The expert shall provide the parties with a breakdown of:
- (a) his fees; and
 - (b) his reasonable expenses, including the fees of and reasonable expenses incurred by any technical or professional advisers.
- 2.8.3 The expert's fees and expenses under paragraph 2.8.2 shall be payable by the parties in equal amounts, unless the expert (having regard to the conduct of the parties with respect to the dispute in question) shall direct in his final determination that such costs and expenses should be borne by one or some only of the parties, in which case the parties shall pay such fees and expenses in accordance with such direction.
- 2.8.4 If the terms of the expert's appointment provide for the payment of his fees and expenses before the delivery of the final determination, the parties shall pay such fees and expenses in equal amounts, and shall make adjustment payments inter se following any such direction as is referred to in paragraph 2.8.3.

2.9 Miscellaneous

The expert shall not be held liable for any act or omission unless it shall be shown that the expert has acted fraudulently or in bad faith.

2.10 List of Experts

- 2.10.1 The disputes secretary shall maintain a list of experts comprising (except in the case of any casual vacancy) 12 persons available to act as experts in accordance with paragraph 2.10.2 and listed in alphabetical order by surname.
- 2.10.2 The listed experts shall be such persons as the Uniform Network Code Committee (identifying 6 such persons being treated as nominated by the Transporters and 6 by Users) shall by panel majority nominate.
- 2.10.3 In default of such nomination by the Uniform Network Code Committee, the list shall comprise:
- (a) 6 persons nominated by the Transporters; and
 - (b) 6 persons nominated by Users (not being persons appointed by the Transporters under paragraph (a)) in accordance with paragraph 2.10.4.

2.10.4 Where Users are to nominate a person or persons under this paragraph 2.10:

- (a) the disputes secretary shall invite each User to nominate (by notice in writing to the disputes secretary) up to three persons;
- (b) the persons placed on the list shall be the six persons (or for the purposes of paragraph 1.1.1(c) the person) whose name(s) appear most frequently in all Users' nominations;
- (c) the disputes secretary shall determine and inform Users of reasonable procedures and time periods for the implementation of this paragraph 2.10.4.

2.10.5 No person shall be nominated as expert under this paragraph 2.10 unless he has first confirmed in writing to the disputes secretary that he accepts his nomination.

2.10.6 If any listed expert indicates that he no longer wishes to be included in the list he shall be removed from the list and replaced by a person nominated:

- (a) by panel majority of the Uniform Network Code Committee at either of its next following meetings; or
- (b) where he was nominated or treated as nominated by the Transporters, by the Transporters; or
- (c) where he was nominated or treated as nominated by Users, by the application of paragraph 2.10.4 (but so as to refer to 1 and not 6 persons).

2.10.7 At intervals of approximately 5 years the Uniform Network Code Committee shall review the list of experts, and unless it shall by panel majority decide otherwise the list shall be cancelled and a new list established in accordance this paragraph 2.10 (but so that any of the former listed experts may be renominated).

3 MEDIATION

3.1 Introduction

3.1.1 A dispute which is to be referred to mediation shall be referred to a single mediator who shall explore the interests of the parties to the dispute and encourage the parties to resolve the dispute in light of such interests.

3.2 Appointment of mediator

3.2.1 Within 5 Business Days after agreeing to refer a dispute to mediation the parties shall meet and use their best endeavours to agree upon a person to act as mediator, unless they have agreed upon a mediator when agreeing so to refer the dispute.

3.2.2 Where the parties agree upon a mediator they shall request such person to accept appointment as mediator, and shall use all reasonable endeavours to agree (between themselves and with the mediator) upon the terms of his appointment.

3.2.3 A person shall be treated as appointed as a mediator for the purposes of this paragraph 3 when he has confirmed his acceptance to act as mediator in accordance herewith.

3.3 Procedure and timetable

- 3.3.1 Within 5 Business Days following his appointment, the mediator shall require each party to provide him with a written summary of the dispute, which written summary shall not exceed 5 pages.
- 3.3.2 The mediator may in his discretion:
 - (a) request any party to provide him with copies of any documentation or information which he believes will assist to explain any such summary; and
 - (b) provide any such written summary and/or any information or copy documentation received under paragraph (a) to the other party(ies) to the dispute.
- 3.3.3 Within 10 Business Days following his appointment, the mediator shall contact the parties and shall arrange to meet them.
- 3.3.4 Each party shall attend the meeting with the mediator with a maximum of three representatives, one of whom shall be a person with decision making authority in relation to the subject matter of the dispute and one of whom may be the legal adviser of that party.
- 3.3.5 No additional persons shall attend without the prior written consent of the mediator.
- 3.3.6 The mediator may convene more than one meeting with the parties but shall not convene any meetings later than 40 Business Days following his appointment, unless the parties agree otherwise.
- 3.3.7 The mediator may at his discretion meet each party on his own whether during a meeting attended by the other parties or otherwise, but he shall not disclose to any other party matters disclosed to him in such circumstances without the consent of the disclosing party.
- 3.3.8 At any meeting attended by the parties, the mediator may require each party to make a brief presentation of its case and he may also require the other parties to reply to another party's presentation.
- 3.3.9 The mediator shall not act as an arbitrator (and accordingly the provisions of the Arbitration Acts shall not apply).

3.4 Result of mediation

- 3.4.1 The mediator shall encourage the parties to resolve the dispute by agreement and may also discuss informally with any party his own views as to the merits of the dispute.
- 3.4.2 If the dispute remains unresolved 45 Business Days after the mediator's appointment the mediator shall, if so requested by any party, advise the parties of his views and may, at his discretion, also inform them of what he considers to be a fair settlement of the dispute.
- 3.4.3 No party shall be bound to adopt the views or advice expressed or provided by the mediator.

- 3.4.4 If the dispute is resolved or the parties accept the views and advice of the mediator under paragraph 3.4.2, the parties shall use their best endeavours, within 5 Business Days after such resolution or acceptance, to enter into a settlement agreement which shall:
- (a) set out the terms accepted by the parties or on which the dispute was resolved; and
 - (b) contain provisions of confidentiality similar to those set out in paragraph 3.5.
- 3.4.5 Such settlement agreement shall be made pursuant to English law and courts in England shall be given exclusive jurisdiction over any dispute arising from the settlement agreement.
- 3.4.6 A settlement agreement shall not be an Ancillary Agreement.

3.5 Confidentiality

- 3.5.1 The mediator and the parties, their representatives and advisers and any person connected in any way with the mediation shall keep confidential the fact that the mediation is taking place, and its outcome, and all documents, submissions, statements, information and data including anything revealed orally or otherwise during the mediation and any settlement agreement except as may be necessary for implementation or enforcement of the settlement agreement.
- 3.5.2 All documents and information prepared by a party for and disclosed in the mediation, and all discussions which take place with a party during the course of the mediation, shall be afforded the same protection from discovery as "**Without Prejudice**" negotiations in proceedings in court; provided that this shall not preclude any document, which may have been disclosed during the mediation but was not prepared solely for use in the mediation, from being discoverable in any proceedings.

3.6 Costs

- 3.6.1 The parties shall unless they agree otherwise bear their own costs and expenses of whatsoever nature of the mediation.
- 3.6.2 The parties shall bear the fees and expenses of the mediator and all administrative costs arising from the mediation equally.

3.7 Further proceedings

- 3.7.1 The mediator shall not act in any subsequent legal or similar proceedings in respect of the dispute in which he acted as mediator.
- 3.7.2 The mediator shall not be held liable for any act or omission unless it shall be shown that he has acted fraudulently or in bad faith.

UNIFORM NETWORK CODE – GENERAL TERMS

SECTION B - GENERAL

1 UNIFORM NETWORK CODE

1.1 Uniform Network Code

1.1.1 The Uniform Network Code comprises:

- (a) the Introduction;
- (b) the Transportation Principal Document;
- (c) the Offtake Arrangements Document;
- (d) the Modification Rules;
- (e) the Transition Document; and
- (f) these General Terms
- (g) (each for the purposes of this paragraph 1 a "**part**" of the Uniform Network Code).

1.1.2 References to the Transportation Principal Document, the Offtake Arrangements Document and the Modification Rules are to such parts of the Uniform Network Code as and to the extent from time to time modified or given effect by the Transition Document.

1.2 Network Code

1.2.1 A "**Network Code**" is a network code prepared by a Transporter pursuant to Standard Special Condition A11(3) of its Transporter's Licence.

1.2.2 It is acknowledged that (with the consent of the Authority under Standard Special Condition A11(4)) National Grid has a single Network Code in its capacity as National Grid NTS and DN Operator; and references to a Transporter's Network Code shall be construed accordingly.

1.3 Modifications

1.3.1 References to the Uniform Network Code (or any part thereof) or a Network Code are to the Uniform Network Code (or such part thereof) or Network Code as from time to time modified in accordance with the Modification Rules or any Transporter's Licence.

1.4 Code

1.4.1 A reference to the "**Code**" is a reference to:

- (a) the Uniform Network Code as, and to the extent, incorporated into a Transporter's Network Code;

- (b) subject to any contrary provision in the Transporter's Network Code, such additional terms as are contained in the Transporter's Network Code;

and references to the Code (or to a Network Code) include such Code (or such Network Code) as given contractual effect by a Framework Agreement; and references to a part of the Code shall be construed accordingly.

1.5 Framework Agreement

1.5.1 For the purposes of the Code:

- (a) **"Shippers Framework Agreement"** is the agreement pursuant to which a Transporter's Network Code is made binding between the Transporter and each Shipper User;
- (b) **"Transporters Framework Agreement"** is the agreement pursuant to which National Grid's Network Code is made binding between the Transporters; and
- (c) **"Framework Agreement"** means a Shippers Framework Agreement or the Transporters Framework Agreement.

1.5.2 References to a Framework Agreement are to such Agreement as is in force between the parties from time to time thereto (pursuant to the accession and withdrawal from time to time of such parties).

2 PARTIES

2.1 Transporters

2.1.1 For the purposes of the Code:

- (a) **"National Grid NTS"** means National Grid in its capacity as the owner and operator of the NTS and licensee under the Transporter's Licence authorising the conveyance of gas through the NTS;
- (b) **"DN Operator"** or **"DNO"** means a person (including National Grid) which is, and in its capacity as, the owner or operator of one or more LDZ(s) and licensee under a Transporter's Licence authorising the conveyance of gas through such LDZ(s);
- (c) **"Transporter"** means National Grid NTS or a DN Operator; and
- (d) **"National Grid"** means National Grid Gas plc.

2.1.2 For the purposes of the Code:

- (a) a reference to **"the Transporters"** is to the Transporters collectively; and
- (b) unless the context otherwise requires, and except as expressly otherwise provided, National Grid NTS and National Grid in its capacity as DN Operator shall be considered to be separate Transporters;
- (c) anything required to be done by the Transporters which is done by or on behalf

of any one or more of them shall be treated as having been done by all of them.

- 2.1.3 For the purposes of the Transportation Principal Document, a reference to a Transporter or **"the Transporter"** in the context of a System or a System Point is a reference to the Transporter which is the owner or operator of that System or the System on which that System Point is located.

2.2 Users

- 2.2.1 For the purposes of the Code:

- (a) **"Shipper User"** means a person other than a Transporter (but subject to TPD Section V7) who is for the time being bound by the Code pursuant to a Shippers Framework Agreement;
- (b) **"DNO User"** means a DN Operator (as owner or operator of an LDZ) in the capacity of user (in accordance with the Transportation Principal Document) of another System (not being an LDZ in the same Distribution Network); and
- (c) **"User"** means a Shipper User or (subject as provided in paragraph 2.2.5) a DNO User.

- 2.2.2 A reference in the Code to a User as a User of (or in relation to) a System is a reference to a Shipper User in its capacity as a person bound (or to be bound) by the Code pursuant to the Shippers Framework Agreement to which the Transporter which owns or operates that System is party.

- 2.2.3 References in the Code to a Transporter in that capacity do not include a Transporter in the capacity of DNO User.

- 2.2.4 For the purposes of the Transportation Principal Document, a reference to a DNO User or **"the DNO User"** or the **"relevant DNO User"** is:

- (a) in the context of an LDZ, to the DNO User who is the owner or operator of that LDZ; and
- (b) in the context of an Inter-System Offtake, to the DNO User who is the owner or operator of the downstream System at that Inter-System Offtake.

- 2.2.5 References to Users in different parts of the Code include or exclude DNO Users as provided in each such part of the Code (and references to Parties shall be construed accordingly).

2.3 Parties

- 2.3.1 For the purposes of the Code **"Party"** means a Transporter or a User.

- 2.3.2 References to a Party:

- (a) in the Code other than the Offtake Arrangements Document, are to any Party; and
- (b) in the Offtake Arrangements Document, are to a Transporter.

2.3.3 References to a Party:

- (a) in the context of a Transporter's Network Code, are to:
 - (i) the Transporter or any User who is party to the relevant Shippers Framework Agreement; or (as the case may be)
 - (ii) any Transporter as a party to the Transporters Framework Agreement;
- (b) in the context of any Ancillary Agreement, are to the Transporter or a Shipper User who is party to that agreement; and
- (c) in the context of any Supplemental Agreement, are to a Transporter who is party to that agreement.

2.4 Effect of Code

2.4.1 Nothing in the Code or a Framework Agreement or any Ancillary Agreement creates contractual rights or liabilities:

- (a) between Shipper Users inter se;
- (b) between DNO Users inter se; or
- (c) between any Shipper User and any DNO User

except where the Code expressly provides otherwise or disapplies this paragraph 2.4.1 or except as may be provided for in an Ancillary Agreement.

2.4.2 Paragraph 2.4.1 shall not apply in respect of paragraphs 5 and 6.

2.4.3 Nothing in the Transportation Principal Document or any Ancillary Agreement creates contractual rights or liabilities between Transporters inter se (other than rights and liabilities between a Transporter and another Transporter in its capacity as DNO User).

2.4.4 Nothing in the Offtake Arrangements Document or any Supplemental Agreement creates contractual rights or liabilities:

- (a) between any Transporter and any User; or
- (b) between Users inter se.

2.4.5 Save as expressly otherwise provided, the rights and liabilities of the Parties under the Transportation Principal Document shall not be affected by, or construed with reference to, any provision of the Offtake Arrangements Document.

2.4.6 A System Operation Managed Service Agreement (SOMSA) (as referred to in OAD Sections E, M and N) is not a part of, nor incorporated by reference into, the Code, and (subject to the express provisions of the SOMSA) nothing in the Code shall affect a SOMSA in any way.

3 FORCE MAJEURE

3.1 Meaning of Force Majeure

3.1.1 For the purposes of the Code, subject to paragraph 3.1.2, "**Force Majeure**" means any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, a Party (the "**Affected Party**") and which causes or results in the failure of the Affected Party to perform or its delay in performing any of its obligations owed to any other Party or Parties (each an "**Other Party**") under the Code or any Ancillary Agreement or any Supplemental Agreement, including:

- (a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
- (b) act of God;
- (c) strike, lockout or other industrial disturbance;
- (d) explosion, fault or failure of plant, equipment or other installation which the Affected Party could not prevent or overcome by the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same kind of undertaking under the same or similar circumstances;
- (e) governmental restraint or the coming into force of any Legal Requirement.

3.1.2 Inability (however caused) of a Party to pay shall not be Force Majeure.

3.1.3 The act or omission of:

- (a) any agent or contractor of a Party; or
- (b) (for the purposes of the Transportation Principal Document) in relation to a User, any person selling or supplying gas to such User, or any Delivery Facility Operator or Connected System Operator (other than in either case National Grid LNG Storage (for the purposes only of TPD Section Z)), or any supplier or consumer; or
- (c) (for the purposes of the Offtake Arrangements Document) in relation to a Transporter, any User of that Transporter's System(s) or (in relation to such a User) any such person as is referred to in paragraph (b),

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of paragraph 3.1.1 if such person were the Affected Party.

3.1.4 In this paragraph 3 references to Users include DNO Users.

3.2 Effect of Force Majeure

3.2.1 Subject to paragraph 3.2.2, the Affected Party shall be relieved from liability (including any requirement under the Code to make payment of any sum or to take any other action) for any delay or failure in the performance of any obligation under the Code or any Ancillary Agreement which is caused by or results from Force Majeure.

- 3.2.2 The Affected Party shall be relieved from liability under paragraph 3.2.1 only for so long as and to the extent that the occurrence of Force Majeure and/or the effects of such occurrence could not be overcome by measures which the Affected Party might reasonably be expected to take with a view to resuming performance of its obligations.

3.3 Information

- 3.3.1 Following any occurrence of Force Majeure the Affected Party shall:
- (a) as soon as reasonably practicable notify each Other Party of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the Affected Party performance of which is affected thereby; and
 - (b) from time to time thereafter provide to each Other Party reasonable details of:
 - (i) developments in the matters notified under paragraph (a); and
 - (ii) the steps being taken by the Affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations.

4 UNIFORM NETWORK CODE COMMITTEE AND SUB-COMMITTEES

4.1 Uniform Network Code Committee

- 4.1.1 There is hereby established a committee (the "**Uniform Network Code Committee**" or "**UNC Committee**") constituted of all of the persons who are for the time being members of the Modification Panel established pursuant to the Modification Rules.
- 4.1.2 Paragraphs 3.2, 3.5 and 5 (excluding paragraphs 5.1 and 5.2) of the Modification Rules shall apply, mutatis mutandis, and disregarding references therein to other provisions of the Modification Rules, in respect of the Uniform Network Code Committee.
- 4.1.3 The persons who are for the time being Chairman and Secretary of the Modification Panel shall be Chairman and Secretary of the Uniform Network Code Committee.
- 4.1.4 The Uniform Network Code Committee shall be distinct from the Modification Panel and accordingly:
- (c) the agenda of each meeting of the Uniform Network Code Committee and of the Modification Panel shall be separate;
 - (d) no business of the Uniform Network Code Committee shall be conducted at a meeting of the Modification Panel and vice versa; and
 - (e) at the commencement of each meeting the chairman thereof shall confirm the capacity in which the persons present are meeting.
- 4.1.5 Subject to the requirements of paragraph 4.1.4, meetings of the Uniform Network Code Committee and the Modification Panel may take place on the same Day and consecutively.

4.2 Functions of Uniform Network Code Committee

- 4.2.1 The function of the Uniform Network Code Committee shall (subject to paragraph 4.4) be to review such matters concerned with the implementation of the Code and to do such other things as are provided for by the Code.
- 4.2.2 To the extent that any procedure of the Uniform Network Code Committee is not provided for under this paragraph 4 or pursuant to paragraph 4.1.2, the Uniform Network Code Committee may by panel majority decide upon the procedures to be adopted by it.

4.3 Network Code Sub-committees

- 4.3.1 The Uniform Network Code Committee may by panel majority establish sub-committees (each a "**Network Code Sub-committee**" or, for the purposes of this paragraph 4, a "**Sub-committee**") for the purposes of doing or assisting in doing anything to be done by the Uniform Network Code Committee; and the Uniform Network Code Committee may by panel majority decide that a Sub-committee shall cease to be established.
- 4.3.2 Where the Code provides for anything to be done by the Uniform Network Code Committee or a relevant Sub-committee, the reference to a relevant Sub-committee is to a Sub-committee established pursuant to this paragraph 4.3 for the purposes of (or including) doing that thing.
- 4.3.3 A Sub-committee may be established for a fixed period (or for such period as shall be required for a fixed purpose) or on a standing basis.
- 4.3.4 When establishing a Sub-committee the Uniform Network Code Committee shall determine by panel majority:
 - (a) the members of the Sub-committee, or the manner of appointment of such members;
 - (b) the basis on which the Sub-committee is to report to the Uniform Network Code Committee and/or to Transporters and Users; and
 - (c) the procedures by which the Sub-committee shall conduct its business, provided that (except where the Code expressly provides for such a vote) such procedures shall not require or permit a vote to be taken on any matter.
- 4.3.5 Each Sub-committee shall be comprised of persons representing the Transporters (one of whom shall, unless otherwise agreed, be the chairman of such Sub-committee), persons representing Users, a person representing the Authority (if the Authority shall nominate such a person) and any other persons whom the Uniform Network Code Committee shall determine shall be members thereof.
- 4.3.6 Members of a Sub-committee appointed to represent Users shall be appointed having regard to the contribution which they may as individuals make to the business of the Sub-committee and not to the Users by whom they are employed or engaged.
- 4.3.7 The provisions of this paragraph 4.3 are subject to any express provisions of the Code in relation to any Sub-committee.

4.3.8 In this paragraph 4.3 references to Users include DNO Users.

4.4 No powers to bind

4.4.1 Except as expressly provided in the Code, neither the Uniform Network Code Committee nor any Sub-committee shall have any power to bind any Party and no decision of the Uniform Network Code Committee or any Sub-committee shall be effective to modify any provision of the Code or the application thereof.

4.4.2 Without prejudice to any requirement under the Code for a Transporter to consult with the Uniform Network Code Committee or any Sub-committee in respect of any matter, no Party may be required to provide to the Uniform Network Code Committee or any Sub-committee any information which such person is not willing so to provide.

5 NOTICES AND COMMUNICATIONS

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 TPD Section U;
- (b) (in the case of Offtake Communications) by the relevant means specified in the Offtake Communications Document;
- (c) by delivery or by post or facsimile or (in certain cases) by telephone in accordance with paragraphs 5.2 and 5.3;
- (d) for the purposes of TPD Section G1.9.12 only, by such methods as set out in the Supply Point Information Service Guidelines; or
- (e) for the purposes of TPD Section [V5.13.3](#) only, by such methods as set out in the Shipper Incident Communication Procedure.

subject to and in accordance with the provisions of the Code.

5.1.2 Subject to TPD Section U6.2, and except where the means by which a Communication is to be given is specified in the Code, the particular means (in accordance with paragraph 5.1.1) by which:

- (a) each Code Communication is to be given, is set out in the UK Link Manual; and
- (b) each Offtake Communication is to be given, is set out in the Offtake Communications Document;
- (c) provided that, where in any case such means is not so specified, such Communication shall be given as a Conventional Notice.

5.1.3 For the purposes of the Code a "**Conventional Notice**" is a notice or communication which is or may be given by any of the means in paragraph 5.2.

5.1.4 Any reference in the Code to the time or date of any Communication, or the giving or

making of a Communication, is a reference to the time or date when (in accordance with this paragraph 5 or TPD Section U or the Offtake Communications Document) the Communication is deemed to have been received by the Party to which it was sent.

- 5.1.5 Subject to paragraph 5.1.6, a Communication which is given after 24:00 hours, or such other time as may be specified in the UK Link Manual or (as the case may be) Offtake Communications Document in respect of such Communication, on a Day may be deemed to have been received on the following Day.
- 5.1.6 Paragraph 5.1.5 does not apply in respect of:
- (a) the following Code Communications:
 - (i) a Nomination, Interruption Notice, or notice of a System Capacity Trade, Trade Nomination or Storage Trade;
 - (ii) a communication to be made (in accordance with TPD Section Q) during an Emergency; or
 - (iii) any other communication to be made by UK Link Communication or by telephone or by facsimile where the context requires that such communication be treated as received within the Day on which it is given; and
 - (b) Offtake Communications whose nature requires that they treated as received within the Day on which they are given (as specified in the Offtake Communications Document).
- 5.1.7 Where any provision of the Code or the Contingency Procedures or the Offtake Communications Document specify any requirement to be complied with by any Party in respect of any specific Communication, such requirement shall be in addition to (and, to the extent inconsistent, in substitution for) the provisions of this paragraph 5.
- 5.1.8 Where under any provision of the Code a Communication may be given in the form of a computer disk (including an optical disk), it shall be given by delivering or sending by post such disk in accordance with paragraph 5.2 (and shall be treated for the purposes of paragraph 5.2 as being in writing), but without prejudice to any procedures which the relevant Parties may agree for the purposes of ensuring that it is received in appropriately readable form.
- 5.1.9 In this paragraph 5 references to Users include DNO Users.

5.2 Notices by delivery, post or facsimile

- 5.2.1 References in this paragraph 5.2 to "**a notice**" are to any Communication or other notice or communication to be given by one Party to another under the Code, a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement, other than one which is given as a UK Link Communication or by telephone or (as the case may be) by other means provided for in the Offtake Communications Document.
- 5.2.2 Any notice shall be in writing and shall be addressed to the recipient Party at the recipient Party's address or facsimile number referred to in paragraph 5.2.3, and marked for the attention of the representative (identified by name or title) referred to in that

paragraph, or to such other address or facsimile number and/or marked for the attention of such other representative as the recipient Party may from time to time specify by notice given in accordance with this paragraph 5.2 to the Party giving the notice.

- 5.2.3 The initial address or facsimile number of a Party, and representative for whose attention notices are to be marked, shall be as specified by a User pursuant to TPD Section V2.1.2(a)(iii) or by the Transporter pursuant to TPD Section V2.2.2(a)(i).
- 5.2.4 Any notice given by delivery shall be given by letter delivered by hand, and any notice given by post shall be sent by first class prepaid post (airmail if overseas).
- 5.2.5 Any notice shall be deemed to have been received:
 - (a) in the case of delivery by hand, when delivered; or
 - (b) in the case of first class prepaid post, on the second Day following the Day of posting (or, if sent airmail overseas or from overseas, on the fifth Day following the Day of posting); or
 - (c) in the case of facsimile, on acknowledgement by the recipient Party's facsimile receiving equipment.
- 5.2.6 Where a notice is sent by facsimile:
 - (a) the Party giving the notice shall (but without prejudice to paragraph 5.2.5(c)) if requested by the recipient Party, resend as soon as reasonably practicable the notice by facsimile; and
 - (b) in the case of a Termination Notice, the Transporter will in any event, within 2 Days following the sending of such facsimile, send to the recipient Party a copy of the notice by first class prepaid post (airmail if overseas).
- 5.2.7 A Party may specify different addresses or facsimile numbers and representatives pursuant to paragraph 5.2.2 for the purposes of notices of different kinds or relating to different matters.

5.3 Communication by telephone

- 5.3.1 For the purposes of enabling Communications to be given (where required or permitted to be so given) by telephone:
 - (a) each Party shall provide to the other Party not more than three (or such other number as they may agree) telephone numbers and details (by name or title) of the representative to whom the Party giving such a Communication should speak;
 - (b) each Party shall use reasonable endeavours to ensure that a Party seeking to give such Communication will at any time be able to contact a representative (of the first Party) by means of one of such telephone numbers;
 - (c) the Parties shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:
 - (i) that a Communication being given by telephone may be identified by the

recipient as such; and/or

- (ii) that such Communication may be given securely, without delay and effectively.

- 5.3.2 Where a Party seeking to give a Communication by telephone is unable to contact a representative of the receiving Party, such Party must give the Communication by facsimile and the Communication will not be deemed to have been received except in accordance with paragraph 5.2.5(c).
- 5.3.3 Unless otherwise agreed between the relevant Parties a telephone notice may not be given as a message recorded on a telephone answering device.
- 5.3.4 Where a Communication is given by telephone:
 - (a) the Transporter (or relevant Transporter) will promptly after the telephone communication is completed make and keep a record in which the time and content of the telephone notice is logged, but may do so by recording the telephone communication where it has notified the User (or other Transporter), on the occasion or on a standing basis, of its intention to do so; and
 - (b) the Communication shall be treated as given at the time at which the telephone communication is completed.
- 5.3.5 A Party may specify different telephone numbers and representatives pursuant to paragraph 5.3.1 for the purposes of receiving by telephone Communications of different kinds or relating to different matters.
- 5.3.6 For the purposes of this paragraph 5.3:
 - (a) in relation to Code Communications, references to "**Parties**" shall be construed as the Transporter and the User by or to whom such Code Communications are to be given; and
 - (b) in relation to Offtake Communications, references:
 - (i) to "**Parties**" are to the Transporters; and
 - (ii) to "**the relevant Transporter**" are to the upstream Transporter.

6 GENERAL

6.1 Assignment

- 6.1.1 Subject to paragraphs 6.1.4 and 6.1.5, a Party may assign its rights under the Code, a Framework Agreement and any Ancillary Agreement:
 - (a) to a 33 1/3% Affiliate of such Party, provided that the assigning Party shall continue to be bound by and liable under the Code, the Framework Agreement and any such Ancillary Agreement;
 - (b) subject to paragraph 6.1.6, with the prior agreement in writing of each relevant other Party, which shall not unreasonably be withheld, to any person.

- 6.1.2 For the purposes of this paragraph 6.1, a relevant other Party is:
- (a) where the assigning Party is a Transporter, each User and each other Transporter;
 - (b) where the assigning Party is a User, the Transporter.
- 6.1.3 Except as provided in paragraph 6.1.2, a Party shall not assign or transfer and shall not purport to assign or transfer any of its rights or obligations under the Code, a Framework Agreement or (except as may be expressly permitted thereby) any Ancillary Agreement.
- 6.1.4 No assignment shall be made to a person unless:
- (a) where the assigning Party is a Transporter, that person holds an appropriate Transporter's Licence and has complied with the other requirements which (if the person were a New DNO) it would be required under OAD Section N4 to comply with;
 - (b) where the assigning Party is a Shipper User, that person holds a Shipper's Licence and has complied with the other requirements which (if the person were an Applicant User) it would be required under TPD Section V2 to comply with.
- 6.1.5 No assignment shall be made by a Transporter unless the assignment relates to the rights of the Transporter both:
- (a) as the Transporter under the Transporter's Network Code and the relevant Framework Agreement, and
 - (b) as a Transporter and (except in the case of National Grid NTS) DNO User under National Grid's Network Code and the Transporters Framework Agreement.
- 6.1.6 Where a Party assigns its rights under the Code and a Framework Agreement and any Ancillary Agreement to a person (including a 33 1/3% Affiliate) pursuant to paragraph (b):
- (a) it shall be a condition precedent to such assignment that such person shall enter into an Agreement with each relevant other Party covenanting to be bound by the Framework Agreement, the Code and any such Ancillary Agreement;
 - (b) the assigning Party shall be released from obligations under the Code, the Framework Agreement and any such Ancillary Agreement arising after the time at which the assignment is effective, but shall remain liable for any obligations accruing up to such time.
- 6.1.7 Any credit limit required under the Code shall be determined separately for a person to whom a User assigns its rights under paragraph (b); and the assigning Party may not assign its own credit limit.
- 6.1.8 A reference in the Code, a Framework Agreement or any Ancillary Agreement to any Party shall include a reference to that Party's successors and assigns.

6.2 Waiver

6.2.1 No delay by or omission of any Party in exercising any right, power, privilege or remedy under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

6.2.2 Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

6.3 Language

6.3.1 Every Code Communication, Offtake Communication, and every notice or other communication to be given by one Party to another under a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, shall be in the English language.

6.4 Severance

6.4.1 If any provision of the Code, a Framework Agreement or any Ancillary Agreement or Supplemental Agreement is or becomes invalid, unenforceable or illegal, or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by order of any other Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Code, a Framework Agreement or Ancillary Agreement or Supplemental Agreement, which shall continue in full force and effect notwithstanding the same.

6.5 Rights of Third Parties

6.5.1 Unless expressly otherwise provided, the Parties do not intend that any term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

6.5.2 Notwithstanding any express provision of the Code pursuant to which paragraph 6.5.1 is disapplied in relation to a term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, the Parties may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement without the consent of any person who is not a Party.

6.6 Entire Agreement

6.6.1 The Code and (as respects the Parties thereto) each Framework Agreement, each Ancillary Agreement or (as the case may be) each Supplemental Agreement, contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.

6.6.2 Each Party acknowledges that in entering into a Framework Agreement and any Ancillary Agreement or Supplemental Agreement it does not rely on any representation, warranty or other understanding not expressly contained in the Code, such Framework Agreement, Ancillary Agreement or Supplemental Agreement.

- 6.6.3 Nothing contained in a document (other than a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

6.7 Jurisdiction

- 6.7.1 Subject and without prejudice to the provisions of Section A as to Expert Determination, all the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement and that accordingly any suit, action or proceeding (collectively "**proceedings**") arising out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement may be brought in such courts.
- 6.7.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court as is referred to in paragraph 6.7.1 and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the English courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
- 6.7.3 Any User which is not a company incorporated under the Companies Act 1985 shall provide to each Transporter an address in England or Wales for service of process on its behalf in any proceedings.

6.8 Governing law

- 6.8.1 The Code, each Framework Agreement and every Ancillary Agreement and Supplemental Agreement shall be governed by, and construed in all respects in accordance with, English law.

UNIFORM NETWORK CODE – GENERAL TERMS

SECTION C - INTERPRETATION

1 DEFINED TERMS

In addition to terms defined elsewhere in the Code, the following terms and expressions are used with the following meanings in the Code:

"Authority" means the Gas and Electricity Markets Authority as established pursuant to section 1 of the Utilities Act 2000;

"the Act" means the Gas Act 1986, as amended by the Gas Act 1995 and as otherwise amended;

"Code Communication" means any communication to be given by a User or a Transporter (including any notification, application, nomination, confirmation, request, approval, acceptance, invoice or other notice to be given, made or submitted) under the Transportation Principal Document;

"Code Modification" means a modification of the Code pursuant to the Modification Rules or a Transporter's Licence;

"Competent Authority" means the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Communities which has jurisdiction over the Transporter or a User or the subject matter of the Code;

"Condition 4B Statement" means the statement prepared by a Transporter pursuant to Standard Condition 4B;

"Consumer's Plant" means, in respect of any Supply Meter Point, the plant and/or equipment in which gas offtaken from the Total System at that point is to be used (including any plant or equipment in which gas is compressed or otherwise treated before being consumed);

"Directive" means any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force), and any modification, extension or replacement thereof;

"Distribution Network" means a 'distribution network' as defined in Special Condition E2A of the Transporter's Licence held by each DN Operator;

"Energy Balancing Charges" means Market Balancing Action Charges, other charges payable in respect of Eligible Balancing Actions pursuant to Contingency Balancing Arrangements, Physical Renomination Incentive Charges, Clearing Charges in respect of Unauthorised Gas Flows, Balancing Charges, Balancing Neutrality Charges, Reconciliation Clearing Charges, User Aggregate Reconciliation Clearing Charges and Reconciliation Neutrality Charges;

"Gas Code" means the Gas Code in Schedule 2B to the Act;

"Gas Transporter's Licence" means a licence granted or treated as granted under Section 7(2) of the Act;

"Incremental Entry Capacity Release Statement" is the statement prepared and published by National Grid NTS in accordance with Special Condition C15 of National Grid NTS's Transporter's Licence;

"Legal Requirement" means any Act of Parliament, regulation, licence, or Directive of a Competent Authority;

"Metering Charges Statement" means the prevailing statement furnished by the Transporter to the Authority under Standard Special Condition A43 of the Transporter's Licence;

"Metering Separation Date" is 12 July 2004;

"Neutrality Interest Rate" means the percentage rate calculated as the base rate for the time being of Barclays Bank plc divided by 365;

"Non-Code Shipper" means a gas shipper who has made a transportation arrangement with a Transporter other than upon the terms of the Code;

"Offtake Communication" means any communication to be given by a Party (including any notification, application, nomination, request, approval, acceptance, invoice or other notice to be given, made or submitted) under the Offtake Arrangements Document;

"Query Implementation Date" is 1 October 2003;

"Reasonable and Prudent Operator" means a person seeking, in good faith, to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable Legal Requirements engaged in the same type of undertaking in similar circumstances and conditions;

"Recognised Standard" means any technical, engineering or other standard, issued or published by any governmental body or professional or other institution, and generally recognised as applying to the gas industry in the United Kingdom or the European Union, as from time to time applicable;

"Reconciliation by Difference Date" is 1 February 1998;

"Shipper's Licence" means a licence granted or treated as granted under Section 7A(2) of the Act; or in the context of any User the licence so granted or treated as granted to that User;

"Special Condition" means a condition of a Transporter's Licence or Shipper's Licence other than a Standard Condition;

"Standard Condition" means a Standard Condition determined by the Secretary of State pursuant to Section 8 of the Gas Act 1995, as from time to time modified in accordance with the Act;

"Standard Special Condition" means a Standard Condition of a Transporter's Licence which is subject to modification by a private collective licence modification procedure set out in a condition of such Transporter's Licence;

"Supplier's Licence" means a licence granted or treated as granted under Section 7A(1) of the Act; or in the context of any supplier the licence so granted or treated as granted to that supplier;

"System Management Principles" are the principles and criteria established and published by National Grid NTS pursuant to Special Condition C5(5) of National Grid NTS's Transporter's Licence for the purposes of (inter alia) Capacity Management;

"Transportation Statement" means the prevailing statement furnished by a Transporter to the Authority under Standard Special Condition A4 of the Transporter's Licence;

"Transporter's Licence" is the Gas Transporter's Licence granted, or treated as granted, to a Transporter, as from time to time in force; and

"UNC Implementation Date" means the date with effect from which National Grid's Network Code was modified so as to incorporate the Uniform Network Code;

"User Suppressed Reconciliation Date" is 21 February 2005.

2 INTERPRETATION

2.1 General

2.1.1 Unless the context otherwise requires, words and expressions defined in or for the purposes of the Act and not otherwise defined in the Code shall have the meanings ascribed thereto under the Act.

2.1.2 In the Code, unless the context otherwise requires:

- (a) subject to paragraph (b), a reference in a part of the Code to a particular Section, paragraph, or Annex is to a paragraph or Section of or Annex to a Section of that part of the Code;
- (b) a reference to a **"TPD"**, **"OAD"**, **"MR"** or **"GT"** Section is a reference to a Section respectively of the Transportation Principal Document, Offtake Arrangements Document, Modification Rules or General Terms;
- (c) a reference in a particular Section to a particular paragraph is to a paragraph of that Section;
- (d) words in the singular may be interpreted as including the plural;
- (e) the word 'including' is to be construed without limitation;
- (f) a derivative term of any defined or interpreted term shall be construed in accordance with the relevant definition or interpretation.

2.1.3 A reference in the Code to any Legal Requirement shall be construed, at any particular time, as including a reference to any modification, extension or reenactment (before or

after the date of the Code) of that Legal Requirement in force at that time.

- 2.1.4 A reference to the Act includes where the context permits a reference to Regulations made pursuant to the Act.
- 2.1.5 Section and paragraph headings in the Code and clause headings in a Framework Agreement and any Ancillary Agreement or Supplemental Agreement shall not affect the interpretation of any provision thereof.
- 2.1.6 In this Section C references to Users, except in relation to paragraph 2.3, exclude DNO Users.

2.2 Times and dates

2.2.1 For the purposes of the Code:

- (a) **"Day"** means the period from 06:00 hours on one day until 06:00 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 06:00 hours on a bank holiday in England and Wales;
- (c) **"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) **"Preceding Day"** means the Day before the Gas Flow Day;
- (e) **"Gas Year"** means the period from 1 October in any year until and including 30 September in the following year;
- (f) in relation to any Gas Year the **"Preceding Year"** is the Gas Year ending at the start of such Gas Year;
- (g) **"Winter Period"** means the period from 1st November in any year until and including 30 April in the following year;
- (h) **"Capacity Year"** means the period from 1 April in any year until and including 31 March in the following year;
- (i) and in relation to a Capacity Year, the **"Preceding Capacity Year"** is the Capacity Year ending at the start of such Capacity Year;
- (j) **"Formula Year"** means the period from 1 April in any year until and including 31 March in the following year.

2.2.2 Unless the context otherwise requires, a reference in the Code:

- (a) to a calendar day (such as 1 January) or a day of the week (such as Sunday) is to the Day which begins at 06:00 hours on that day;
- (b) to a week is to the period from 06:00 hours on a day until 06:00 hours on the 7th day following;

- (c) to a month (or a number of months) is to the period from 06:00 hours on a day in one month until 06:00 hours on the same day of the month which follows (or follows by the relevant number of months), or if there is no such day in such month 06:00 hours on the first day of the next following month;
- (d) to a calendar month is to the period from 06:00 hours on the first day of a month until 06:00 hours on the first day of the following month, and references to a particular calendar month (such as January) shall be construed accordingly;
- (e) to a year is to the period from 06:00 hours on a day in one year until 06:00 hours on the same day (or where the day in the first year was 29 February, on 1 March) in the following year;
- (f) to a calendar year (such as 1996) is to be construed accordingly.

2.2.3 References to times of the day in the Code are to official time in the United Kingdom.

2.2.4 Except where otherwise provided:

- (a) where anything is to be done under the Code by or not later than a Day or any period under the Code is to run to a Day, such thing may be done or such period shall run up to the end of such Day;
- (b) where anything is to be done under the Code from or not earlier than a Day or any period under the Code is to run from a Day, such thing may be done or such period shall run from the start of such Day.

2.2.5 Where under any provision of the Code a Party is required to provide any information by a certain date or time, the relevant provision shall be taken to include a requirement that such information shall be provided not earlier than is reasonable before such date or time.

2.3 System Clearing Contract

2.3.1 A "**System Clearing Contract**" is a contract between National Grid NTS and a User pursuant to which a quantity of gas (which is or was or is not or was not treated as delivered to or offtaken from the NTS) is treated as purchased and sold.

2.3.2 In relation to a System Clearing Contract:

- (a) the "**buyer**" and the "**seller**" respectively are the parties (National Grid NTS or the User) respectively treated as buying and selling gas under the contract;
- (b) the "**Clearing Price**" is the amount payable by the buyer to the seller in respect of the quantity of gas subject to the contract.

2.4 Transportation Constraint

2.4.1 A "**Transportation Constraint**" is a constraint in or affecting any part of the Total System at any time, as a result of which (having regard to operational requirements as to pressures in any part of the Total System) gas flows in any part of the Total System are or (but for anything done by a Transporter) would be restricted, whether such constraint results from the size of any part of the Total System, the operation or failure to operate

any part of the Total System, or the extent or distribution of supply or demand in any part of the Total System.

- 2.4.2 A System Point is "**affected**" by a Transportation Constraint where the Transporter is or (but for anything done by that Transporter or any other Transporter) would be unable to accept delivery of gas or make available gas for offtake at that System Point, or its ability to do so is impaired, by reason of a Transportation Constraint.
- 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 G6.7.8 and I3.8).
- 2.4.4 In determining whether there is at any time a Transportation Constraint all gas flows planned by any Transporter shall be taken into account (including gas flows planned for the purposes of Operational Balancing in relation to the Day or a subsequent Day).
- 2.4.5 Questions as to whether a Transportation Constraint exists in relation to the NTS, or as to the effect (on such a Transportation Constraint) of flows or changes in flows of gas at LDZ System Points, shall be determined having regard to the requirement (under the Offtake Arrangements Document) that anticipated flows of gas at LDZ System Points are reflected in Offtake Profile Notices submitted by DN Operators.

2.5 Costs and expenses

For the purposes of any provision of the Transportation Principal Document which requires a User or the Transporter to pay or reimburse to the Transporter or a User (as the case may be) any costs or expenses incurred by the Transporter or the User in undertaking any works or performing any service:

- (c) such costs and expenses shall be treated as including a reasonable and appropriate amount in respect of internal costs, including costs of capital, personnel, and materials and reasonable overhead costs, so far as the scope of what is so included is reasonable and appropriate in the circumstances;
- (d) no element of profit (other than what is implicit in cost of capital under paragraph (c)) shall be included in such costs and expenses;
- (e) in the case where a User is to pay or reimburse the Transporter, where works or services of the same, or of a similar, kind are undertaken or performed by the Transporter under engagements of service for Users or others, such costs and expenses shall be deemed to be the charges that would at the relevant time be made by the Transporter for any such engagement for the relevant works or services (or those most similar);
- (f) any dispute as to the amount of such costs and expenses shall be referred to Expert Determination.

2.6 Demand, etc

- 2.6.1 For the purposes of the Code "**demand**" or "**demand for gas**", in or in respect of the Total System, a System or any part of or point on a System, and on any Day or in any other period, is the quantity of gas offtaken or to be offtaken from the Total System, the relevant System or that part of the relevant System or at that point on that Day or in that

period.

- 2.6.2 Demand may be stated on a basis which includes attributable shrinkage (so as to be comparable to quantities delivered to the Total System or a System), or includes attributable LDZ shrinkage, or which does not include shrinkage.
- 2.6.3 Unless otherwise stated references in the Code to demand:
- (a) at the level of particular Supply Points or other System Exit Points or LDZ Aggregate NDM Points, are exclusive of shrinkage;
 - (b) at the level of an LDZ, are inclusive of LDZ shrinkage;
 - (c) at the level of the Total System, are inclusive of all shrinkage.
- 2.6.4 For the purposes of the Code, in relation to the Total System, any part of the Total System, a System or any part of a System, and in respect of any Gas Year:
- (a) **"peak day demand"** is the highest demand for gas on any Day in that year;
 - (b) **"annual demand"** is the aggregate demand for gas on all Days in that year;
 - (c) **"1-in-20 peak day demand"** is the peak day demand that, in a long series of winters, with connected load being held at the levels appropriate to the winter in question, would be exceeded in one out of 20 winters, each winter being counted only once;
 - (d) **"1-in-50 Severe Annual Demand"** is the annual demand represented by the area (above a demand threshold of zero) under the 1-in-50 load duration curve, being the curve which, in a long series of years, with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be exceeded in one out of 50 years.
 - (e) **"peak rate"** is the maximum instantaneous rate of offtake (expressed in MCM per hour) at which gas is or is likely to be offtaken at the NTS/LDZ Offtake;
 - (f) **"1 in 50 load duration curve"** is that curve which, in a long series of years (commencing on 1 October 1927), with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be exceeded in one out of 50 years;
 - (g) **"average load duration curve"** is that curve which, in a long series of years (commencing on 1 October 1987), with connected load held at the levels appropriate to the year in question, would be such that the volume of demand above any given demand threshold (represented by the area under the curve and above the threshold) would be the mean volume over such long series of years.
- 2.6.5 A reference in the Code to **"seasonal normal"** demand is a reference to demand under seasonal normal conditions.
- 2.6.6 Where pursuant to the Code estimates of peak day demand or annual demand are to be made, such estimates will be made under the statistical methodology for such estimation

described in the Base Plan Assumptions for the Gas Year 1995/96 (or any revised such methodology established by the Transporters after consultation with Users and described in Base Plan Assumptions or National Grid NTS's Ten Year Statement for any subsequent Gas Year).

- 2.6.7 A reference in the Code in relation to any Gas Year to "**Total System 1-in-20 peak day demand**" is the 1-in-20 peak day demand for the Total System established for the Gas Year pursuant to TPD Section O and set out in National Grid NTS's Ten Year Statement.

2.7 Applicable Liability Gas Price

- 2.7.1 Subject to this paragraph 2.7, the "**Applicable Liability Gas Price**" as at any Day is the arithmetic mean of the prices (in pence/kWh) in the most recently published issue of the publication entitled Energy Trends issued by the Department of Trade and Industry (or any successor publication) set out in the table entitled 'Prices of fuels purchase by manufacturing industry in Great Britain' as 'GAS - all consumers - average' for the most recent four consecutive quarters for which such prices are shown in such issue but ending not more recently than 3 months before such Day.
- 2.7.2 No revision in any such price for any such quarter in any subsequent issue of such publication shall affect the Applicable Liability Gas Price as at the relevant Day.
- 2.7.3 Should the basis on which such prices are stated in such publication be changed so as to include applicable value added tax, such prices will (in the determination of the Applicable Liability Gas Price) be adjusted so as to exclude the effect of the inclusion of value added tax.
- 2.7.4 If the publication referred to in paragraph 2.7.1 ceases to be published, or ceases to contain the prices referred to in that paragraph, or if the publication thereof is suspended, the Applicable Liability Gas Price will be determined by reference to such published gas prices as the Transporters shall, after consultation with the Network Code Committee or any relevant Sub-committee, determine and notify to Users as being the most similar available published prices, unless upon the application of any User the Authority shall give Condition A11(18) Approval to the Transporters determining of the Applicable Liability Gas Price by reference to any other published gas prices.

2.8 Condition A11(18) Approval

- 2.8.1 Where any provision of the Code (the "**relevant provision**") provides that the Transporter (or a Transporter) will or may take a particular step or action (the "**relevant step**") in pursuance of that provision if the Authority shall give Condition A11(18) Approval thereto, or if the Authority shall not give Condition A11(18) Disapproval thereto:
- (a) except in a case in paragraph (b), the Transporter will not take the relevant step unless the Transporter has given a notification under paragraph 1.1.1(a);
 - (b) where under the relevant provision the Transporter may take the relevant step unless another Party applies to the Authority for Condition A11(18) Disapproval to the Transporter doing so, the Transporter may take the relevant step unless the other Party or any of the Parties concerned has, within the period or by the date prescribed in the relevant provision, given a notification under paragraph

1.1.1(b).

- 2.8.2 Paragraph 2.8.3 shall apply in respect of a relevant provision of the Code in any particular case where and only where:
- (a) (for the purposes of Condition A11(18) Approval) subject to paragraph 2.8.5, the Transporter has notified the Party or Parties concerned that the circumstances are such that, and of the manner in which, the Transporter might take the relevant step; or
 - (b) (for the purposes of Condition A11(18) Disapproval) the relevant provision permits a Party to make an application to the Authority, a Party has notified the Transporter that the Party wishes the Transporter not to take the relevant step.
- 2.8.3 Where this paragraph 2.8.3 applies in respect of a relevant provision in any particular case:
- (a) the provision shall be construed as:
 - (i) requiring the Transporter to make a determination (after the notification required by paragraph (a) or the relevant provision) as to whether to take the relevant step; and
 - (ii) requiring that such determination should be such as is calculated to facilitate the achievement of the relevant objectives (as described in Standard Special Condition A11(1) of a Transporter's Licence);
 - (b) the Transporter will (in the case in paragraph (a), not less than 10 Business Days after its notification thereunder) make the determination under paragraph (a)(i) and (having done so) will:
 - (i) notify the Authority and the other Party(ies) concerned of its determination, and
 - (ii) not implement (by taking the relevant step) such determination:
 - (1) if the Authority shall give Condition A11(18) Disapproval to its doing so; or
 - (2) where Condition A11(18) Approval of the Authority is required for the relevant step, if the Authority shall not give Condition A11(18) Approval to its doing so;
 - (c) in the case in paragraph 1.1.1(b), the Transporter will send to the Authority a copy of each notification given by a Party thereunder.
- 2.8.4 For the purposes of the Code, "**Condition A11(18) Approval**" means a determination by the Authority, pursuant to Standard Special Condition A11(18) of a Transporter's Licence, that the determination made by the Transporter pursuant to paragraph 2.8.3(i) complies with the requirement in paragraph 2.8.3(a)(ii), and "**Condition A11(18) Disapproval**" means a determination by the Authority that such determination does not so comply.
- 2.8.5 For the purpose of TPD Sections Q4.2.3 and Q4.2.5(e) the Transporter will not give any notification to any User under paragraph (a) or (b)(i); and the notification required under

paragraph (a) shall be given to the Authority.

- 2.8.6 An Ancillary Agreement may, with Condition A11(18) Approval of the Authority, provide for the Transporter to take a particular step or action with Condition A11(18) Approval, or in the absence of Condition A11(18) Disapproval, of the Authority and any such provision of an Ancillary Agreement is hereby deemed to be a provision of (and shall be treated as being incorporated in) the Code.
- 2.8.7 Where a provision of the Code provides that the Transporters may take a particular step or action with Condition A11(18) Approval, or in the absence of Condition A11(18) Disapproval, the reference in the provision to Condition A11(18) Approval or Condition A11(18) Disapproval shall be treated as a reference to the appropriate determination (as referred to in paragraph 2.8.4) by the Authority pursuant to each Transporter's Licence; and this paragraph 2.8 shall take effect accordingly.

2.9 Miscellaneous

- 2.9.1 Unless the context otherwise requires, references in the Code to National Grid NTS or the Transporter:
- (a) in TPD Sections U and V and in GT Sections A and B and this Section C, include a reference to National Grid LNG Storage (when acting pursuant to the provisions of TPD Section Z);
 - (b) except as provided in paragraph (a), do not include a reference to National Grid LNG Storage (when acting pursuant to the provisions of TPD Section Z).
- 2.9.2 A reference in the Code to:
- (a) a "**consumer**" is a reference to:
 - (i) a consumer (as defined in the Gas Code) who is supplied with gas conveyed to particular premises by means of a System; or
 - (ii) in the context of a particular Supply Point, Supply Meter Point or Supply Point Component, the consumer who is supplied with gas offtaken from the relevant System at such System Point; or
 - (iii) in the context of a User, the consumer in respect of a Supply Point of which the User is the Registered User.
 - (b) a "**supplier**" is a reference to:
 - (i) a person who supplies to premises gas offtaken from the Total System (including a person supplying gas to itself); or
 - (ii) in the context of a particular Supply Point, Supply Meter Point or Supply Point Component, the supplier who supplies the consumer with gas; or
 - (iii) in the context of a User, the supplier in respect of a Supply Point of which the User is the Registered User.

- 2.9.3 Where any provision of the Code requires or entitles a Transporter (or the Transporters)

to "**publish**" any information or document, the Transporter will provide such information or document to each Party, any other person to whom the Transporter may (pursuant to its Transporter's Licence or any other Legal Requirement or any provision of the Code) be required to provide such information and (subject to TPD Section V5) such other persons as the Transporter shall think fit.

- 2.9.4 A reference in the Code to a Standard Condition or Standard Special Condition is a reference to a Standard Condition or Standard Special Condition:
- (a) in the context of a Transporter or its Transporter's Licence, as incorporated into the Transporter's Licence;
 - (b) in the context of a User or its Shipper's Licence, as incorporated into such Shipper's Licence;
 - (c) in the context of a supplier or its Supplier's Licence, as incorporated into such Supplier's Licence.
- 2.9.5 A reference in the context of any provision of the Code to a "**representative**" of any person is a reference to any director, officer or employee of that person or any agent, consultant or contractor appointed or engaged by that person for purposes connected with the subject matter of the relevant provision of the Code.
- 2.9.6 A reference in the Code to the quantities in which or rate or pressure at which it is "**feasible**" for a Transporter to make gas available for offtake from a System at a System Exit Point is a reference to what is in the Transporter's reasonable judgement operationally and technically feasible without prejudicing Total System security, without reinforcement of any part of the Total System and without prejudicing the Transporter's ability to perform its obligations under the Code, any Ancillary Agreement or any other contract for the conveyance of gas, or to comply with any Legal Requirement;
- 2.9.7 An "**Affiliate**" of a specified percentage in relation to a body corporate is:
- (a) another body corporate which holds not less than the specified percentage of the voting rights of the first body corporate; or
 - (b) a subsidiary of the first body corporate or of such a body corporate as is referred to in paragraph (a);
- and for these purposes 'voting rights', 'holding' voting rights and 'subsidiary' are to be construed in accordance with Section 736A of the Companies Act 1985.
- 2.9.8 For any quantities A, B, C, and so on, the functions 'max'(A, B, C ...) and 'min' (A, B, C ...) denote respectively the greatest and the lowest of A, B and C (and so on).
- 2.9.9 For the purposes of the Code an LDZ is "**served**" by an Offtake where gas flows from the NTS to the LDZ at that Offtake (and references to an Offtake which serves an LDZ shall be construed accordingly).

3 TECHNICAL INTERPRETATION

3.1 Gas

3.1.1 In the Code, unless the context otherwise requires, "**gas**" means any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at a temperature of 15 °C and an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state.

3.1.2 Unless the context otherwise requires, for the purposes the Code:

(c) a "**quantity**" of gas is a quantity in kWh;

(d) a "**volume**" of gas is a volume in MCM.

3.2 Units and other terms

3.2.1 The following terms have the following meanings in the Code:

"**bar**": the bar as defined in ISO 1000-1992(E);

"**Cubic Metre**" or "**M³**": when applied to gas, that amount of gas which at a temperature of 15 °C and an absolute pressure of 1.01325 bar and being free of water vapour occupies one 1 cubic metre;

"**degree Celsius**" and "**°C**": the particular interval between the temperature in Kelvin and the temperature 273.15 Kelvin as defined in ISO 1000-1992(E);

"**bar gauge**" or "**barg**": when used in relation to pressure, the pressure in excess of 1 standard atmosphere where 1 standard atmosphere is 1.01325 bar;

"**GWh**": 1,000,000 kWh;

"**calorific value**": that number of Megajoules produced by the complete combustion at a constant absolute pressure of 1.01325 bar of 1 Cubic Metre of gas at a temperature of 15 °C with excess air at the same temperature and pressure as the gas when the products of combustion are cooled to 15 °C and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the gas and air before combustion; and for the avoidance of doubt calorific value shall be REAL as defined in ISO6976-1995(E);

"**hour**": the hour as defined in ISO 1000 -1992(E);

"**Joule**": the joule as defined in ISO 1000-1992(E);

"**kilogram**": the kilogram as defined in ISO 1000-1992(E);

"**kilometre**" or "**km**": 1000 metres;

"**kWh**": 3,600,000 Joules;

"**mbar**": one thousandth of a bar;

"**MCM**": 1,000,000 Cubic Metres;

"**Megajoule**" or "**MJ**": 1,000,000 Joules;

"**metre**": the metre as defined in ISO 1000-1992(E);

"**mol%**": molecular percentage;

"**MW**": 1,000,000 Watts;

"**pascal**": the pascal as defined in ISO 1000-1992(E);

"**ppm**": parts per million by volume;

"**Relative Density**": shall mean the mass of a volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air as defined in ISO 6976-1995(E) both such gases being at a temperature of 15°C and an absolute pressure of 1.01325 bar; and Relative Density (REAL) shall for the avoidance of doubt be REAL as defined in ISO 6976-1995(E);

"**second**": the second as defined in ISO 1000-1992(E);

"**Specific Gravity**": the mass of a volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air (as defined in ISO 6976-1995(E)) both gases being at a temperature 15°C and an absolute pressure of 1.01325 bar;

"**Watt**": 1 Joule per second; and

"**Wobbe Index**": when applied to gas, the calorific value divided by the square root of the Relative Density.

3.3 Calorific value

3.3.1 A reference in the Code to "**calorific value**" or to the "**relevant calorific value**" of gas delivered to or offtaken from a System shall be a reference:

- (a) in the context of a System Entry Point, to the calorific value of gas delivered to the Total System established in accordance with the relevant provisions (if any) of the Network Entry Provisions;
- (b) in the context of any System Exit Point or Inter-System Offtake where the quantity of gas conveyed to such point is required to be calculated in accordance with the Gas (Calculation of Thermal Energy) Regulations 1996, to the calorific value established by the Transporter pursuant to those Regulations;
- (c) in the context of any other System Exit Point or Inter-System Offtake:
 - (i) in the case of a NExA Supply Meter Point or Connected System Exit Point, to the calorific value established in accordance with the relevant provisions (if any) of the Network Exit Agreement;
 - (ii) except as provided in paragraph (i), where there is calorimetric equipment installed (by or with the approval of the Transporter) at the relevant System Exit Point or Inter-System Offtake, to the calorific value ascertained by means of such equipment;
 - (iii) except as provided in paragraphs (i) and (ii), to the flow weighted average calorific value established as the average of the average calorific values (applicable to the area in which such System Exit Point or Inter-

System Offtake is located) referred to in Part II of the above Regulations, weighted by reference to the gas flows each Day at points on the relevant System where apparatus referred to in that Part is located.

- 3.3.2 Any reference to a quantity of gas delivered or to be delivered to, or offtaken or to be offtaken from, the Total System at a System Entry Point or (as the case may be) System Exit Point shall be construed in accordance with paragraph 3.3.1 above.
- 3.3.3 For the purposes of the Code, "**CV shrinkage**" is gas which is unaccounted for as offtaken from the Total System at System Exit Points by reason of the quantities of gas delivered to the Total System exceeding (by virtue of paragraphs 3.3.1 and 3.3.2 above) those offtaken from the Total System.
- 3.3.4 Where the Authority has made a determination (for the purposes of the definition of 'calorific value' in Section 12(2)(a) of the Act) specifying in respect of any area an amount of water vapour to be contained in gas conveyed in a System, or the Transporter with the concurrence of the Authority for the purposes of the above Regulations determines (in respect of a part of the relevant System in which the gas being conveyed contains an amount of water vapour) a calorific value which is different from the calorific value which would apply pursuant to the Regulations:
 - (a) for the purposes of giving effect to such determination, upon any Meter Read in respect of a Supply Meter Point in the relevant area, the Metered Quantity shall be determined by reference to the calorific value which applies on the basis of such determination, and NDM Reconciliation or DM Reconciliation shall be carried out accordingly;
 - (b) the calorific value applicable for purposes of the Code (including in particular the implementation of TPD Section H), other than the purposes in paragraph (a), shall be the calorific value which would apply disregarding such determination.

3.4 Conversions

- 3.4.1 Where to give effect to any provision of the Code it is necessary to compare an amount of gas which is or is to be delivered to or offtaken from a System or injected to or withdrawn from a National Grid LNG Storage Facility, or a rate of such delivery, offtake, injection or withdrawal, expressed in terms of quantity, with such an amount or rate expressed in terms of volume, a conversion shall be made on the basis of the applicable calorific value in accordance with paragraph 3.3.1.
- 3.4.2 Where to give effect to any provision of the Code it is necessary to do so, a rate of delivery or offtake of gas to or from a System, or injection to or withdrawal from a National Grid LNG Storage Facility, or any amount of System Capacity or Storage Capacity, expressed in quantity or volume units per Day, or per hour, or in kW, shall be treated as expressed in any other such units on the basis of the appropriate conversion.

3.5 Therms

References in the Code to quantities in therms are explanatory only and of no effect for the purposes of the Code (and the rates at which quantities in kWh are converted to quantities in therms are not uniform).