

**TRANSPORTERS FRAMEWORK AGREEMENT
(as amended and restated)**

THIS AGREEMENT is originally made on and with effect from 1 May 2005 and is amended and restated with effect from []

BETWEEN

- (1) **National Grid Gas Plc** (formerly Transco Plc), registered in England with number 2006000 whose registered office is at 1-3 Strand, London WC2N 5EH a corporation organised and existing under the laws of England in its capacity as owner and operator of the NTS and licensee under its Transporter's Licence authorising the conveyance of gas through the NTS;
- (2) **National Grid Gas Plc** (formerly Transco Plc), registered in England with number 2006000 whose registered office is at 1-3 Strand, London WC2N 5EH a corporation organised and existing under the laws of England in its capacity as owner and operator of one or more Distribution Network(s) and licensee under its Transporter's Licence authorising the conveyance of gas through such Distribution Network(s);
- (3) **Wales and West Utilities Limited**, registered in England with number 5046791 whose registered office is at Wales and West House, Spooner Close Coedkernew, Newport, South Wales, NP10 8FZ a corporation organised and existing under the laws of England;
- (4) **Northern Gas Networks Limited**, registered in England with number 5167070 whose registered office is at 1100 Century Way, Thorpe park Business Park, Colton, Leeds, LS15 8TU a corporation organised and existing under the laws of England;
- (5) **Southern Gas Networks Plc**, registered in England with number 5167021 whose registered office is at St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ a corporation organised and existing under the laws of England; and
- (6) **Scotland Gas Networks Plc**, registered in Scotland with number SC264065 whose registered office is at Axis House, 5 Lonehead Drive, Newbridge, Edinburgh, Scotland a corporation organised and existing under the laws of Scotland.
- (7) the parties listed in Schedule 1(**Independent Gas Transporters**).

WHEREAS:

- (A) Each Party holds a Transporter's Licence.
- (B) National Grid (and each other Party) has prepared a document as the network code which it is required to prepare pursuant to its Transporter's Licence.
- (C) The National Grid Network Code (and the network code of each other Transporter) incorporates the Uniform Network Code which each Transporter is required (together with each other Transporter)¹ to prepare pursuant to its Transporter's Licence.
- (D) The Uniform Network Code provides for rights and obligations (1) as between the Transporters and (2) as between Transporters and the Independent Gas Transporters.

¹ The definition of Party includes IGTs. The IGTs are also required to prepare a UNC under their licence (they have the IGT UNC), as we are using the definition of UNC to refer to the Transporters UNC – this should only refer to Transporters and not IGTs.

- (F) [The Parties entered into this Agreement for the purposes of giving effect (as between themselves) to and binding themselves by the Uniform Network Code as incorporated into the National Grid Network Code.]
- (G) The Original Transporters have agreed to amend and restate the Transporters Framework Agreement and to admit the Original Independent Gas Transporters as parties to this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Agreement (including the Recitals hereto):

"Accession Agreement" means an agreement, between National Grid (on its own behalf and on behalf of all other Parties) and a New DNO or a New IGT, in the form in the Annex hereto;

"Accession Requirements" means the requirements to be complied with by a New DNO or (as the case may be) a New IGT pursuant to the National Grid Network Code before the New DNO or the Independent Gas Transporter may accede to this Agreement;

"Amendment and Restatement Effective Date" means [] or the [Nexus Implementation Date].

"Effective Date" means:

- (a) with respect to each of the Original Transporters, the UNC Implementation Date;
- (b) with respect to each of the Original Independent Gas Transporters, the Amendment and Restatement Effective Date; and
- (b) with respect to any New DNO or any New IGT who is admitted on or after the Amendment and Restatement Effective Date as an additional party to this Agreement and (as respects such New DNO or New IGT) each other Party, the date of the relevant Accession Agreement;

"National Grid Gas" means National Grid Gas plc;

"National Grid Network Code" means the network code prepared by National Grid Gas pursuant to Standard Special Condition A11(3) of its Transporter's Licence as from time to time modified in accordance with the network code modification procedures set out in the Uniform Network Code or National Grid's Transporter's Licence;

"Original Independent Gas Transporters" means the persons whose names are set out at Schedule 1 (*Independent Gas Transporters*);

"Original Transporters" means the persons whose names are set out at (1) to (6) above;

"Party": means, subject as provided in paragraph 3,

- (i) the Original Transporters;
- (ii) the Original Independent Gas Transporters;
- (iii) each New DNO who is admitted as a party to this Agreement; and
- (iv) each New IGT who is admitted as a party to this Agreement;

"Transporter's Licence" means the gas transporter's licence granted or treated as granted to a Transporter or an Independent Gas Transporter under Section 7(2) of the Gas Act 1986, as from time to time in force; and

"Uniform Network Code" means the Uniform Network Code prepared by the Transporters pursuant to Standard Special Condition A11(6) of their Transporter's Licences as modified.

- 1.2 In this Agreement the terms **"Authority"**, **"Distribution Network"**, **"DN Operator"**, **"New DNO"**, **"New Independent Gas Transporter"**, **"NTS"**, **"Transporters' Framework Agreement"**, **"UNC Implementation Date"**, **"withdrawing DNO"** and **"withdrawing IGT"** shall have the respective meanings ascribed thereto under the Uniform Network Code.
- 1.3 In this Agreement references to obligations of a Party are to obligations of that Party to another Party or Parties pursuant to the provisions of the Uniform Network Code as incorporated into the National Grid Network Code.

2 New DNO and New Independent Transporter

- 2.1 Where National Grid is satisfied that a New DNO or a New IGT has complied in substance with all of the relevant Accession Requirements, the Parties shall admit the New DNO or the New IGT as an additional party to this Agreement, for which purposes National Grid shall enter into an Accession Agreement with such New DNO or New IGT.
- 2.2 Each Party (other than National Grid) hereby authorises National Grid to sign on its behalf and deliver any Accession Agreement pursuant to Clause 2.1, and undertakes not to withdraw, qualify or revoke such authority.
- 2.3 Upon the execution of an Accession Agreement by National Grid and a New DNO or a New IGT, the New DNO or New IGT shall become a Party.
- 2.4 National Grid will provide to the Authority a copy of each Accession Agreement within 28 days after such agreement is made.

3 Withdrawing DNOs and withdrawing IGTs

A DN Operator who becomes a withdrawing DNO and an Independent Gas Transporter who becomes a withdrawing IGT shall, with effect from the specified date in accordance with the National Grid Network Code cease to be a Party, but without prejudice to any provision of the National Grid Network Code as to the continuance in force of any of its provisions as respects, or of any rights, obligations and liabilities of, any such Party or (as respects such Party) each other Party to this Agreement.

4 National Grid Network Code

- 4.1 The National Grid Network Code is hereby given effect between and made binding upon each Party with effect from the Effective Date.
- 4.2 With effect from the Effective Date each Party undertakes to each other Party, to comply with and to perform its obligations in accordance with and subject to the National Grid Network Code.

5 Severance

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

6 Confirmation

- 6.1 This Agreement remains in full force and effect as amended and restated with effect from [].
- 6.2 The amendment and restatement of this Agreement is without prejudice to the rights and obligations of any Party which have arisen on or before the Amendment and Restatement Effective Date.

7 Counterparts

This Agreement may be executed in any number of counterparts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

DRAFT

Signed by)
**)
for and on behalf of)
National Grid plc in its capacity as licensee)
under its Transporter's Licence authorising the)
conveyance of gas through the NTS.)

Signed by)
**)
for and on behalf of)
National Grid plc in its capacity as licensee)
under its Transporter's Licence authorising the)
conveyance of gas through one or more)
Distribution Network(s).)

Signed by)
**)
for and on behalf of)
Wales and West Utilities Limited)
)

Signed by)
**)
for and on behalf of)
Northern Gas Networks Limited)
)

DRAFT

Signed by)
**)
for and on behalf of)
Southern Gas Networks Limited)
)

Signed by)
**)
for and on behalf of)
Scotland Gas Networks Plc)
)

Signed by)
**)
for and on behalf of)
GTC Pipelines Ltd)
)

Signed by)
**)
for and on behalf of)
Independent Pipelines Ltd)
)

Signed by)
**)
for and on behalf of)
E.S Pipelines Ltd)
)

Signed by)
**)
for and on behalf of)
SSE Pipelines Ltd)
)

Signed by)
**)
for and on behalf of)
Energentics Gas Ltd)
)

Signed by)
**)
for and on behalf of)
British Gas Pipelines Ltd)
)

DRAFT

Schedule 1- the Independent Gas Transporters

Name	Registration number or equivalent (if any)
GTC Pipelines Ltd	03104203
Independent Pipelines Ltd	02204554
E.S Pipelines Ltd	03822878
SSE Pipelines Ltd	02742721
Energentics Gas Ltd	SC303150
British Gas Pipelines Ltd	03226280

DRAFT

ANNEX

FORM OF ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made on []:

BETWEEN:

- (1) **NATIONAL GRID PLC**, (the "**Transporter**") on its own behalf and on behalf of all the other parties to the Framework Agreement referred to below; and
- (2) [] (the ["**New DNO**"] ["**New IGT**"] [*delete as appropriate*]) whose principal office is at [].

WHEREAS:

- (A) By the Transporters Framework Agreement originally dated 1 May 2005 as amended and restated and made between the Transporter and the other Original Transporters named therein and as now in force pursuant to any Accession Agreement entered into by any other new Party before the date of this Accession Agreement (the "**Framework Agreement**") the Parties agreed to give effect to and be bound by the National Grid Network Code.
- (B) The [New DNO / New IGT] wishes to be admitted as an additional Party under the Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

1. In this Accession Agreement words and expressions defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
2. The Transporter (acting on its own behalf and on behalf of each of the other Parties) hereby admits the [New DNO][New IGT] as an additional Party under the Framework Agreement on the terms and conditions hereof.
3. The [New DNO][New IGT] hereby accepts its admission as a Party and undertakes with the Transporter (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
4. For all purposes in connection with the Framework Agreement the [New DNO][New IGT] shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement, and as if this Agreement were part of the Framework Agreement, and the rights and obligations of the Parties shall be construed accordingly.
5. This Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Agreement.
6. If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.
