

MODIFICATION 0457

LEGAL TEXT

Notes:

*This is the draft legal text for Modification 0547. Modification 0547 makes various "tidy-up" amendments to European Interconnection Document (**EID**) Sections A (General), B (Capacity), C (Nominations) and Transition Document Part VA (General). These Sections were introduced by Modifications 0493 and 0500 (both of which were implemented with effect from 06:00 on 19 June 2015) .*

Insertions are shown underlined. Deletions are shown in ~~strikethrough~~.

EUROPEAN INTERCONNECTION DOCUMENT

SECTION A - GENERAL

Amend paragraph 1.3.3(e) to read as follows:

- "(e) TPD Section E1.9 (disregarding references to net physical flows of gas in the reverse Direction) will apply in respect of the Interconnection Point for the purposes of allocating quantities in the reverse Direction (and Users will obtain such allocations only if and to the extent determined in accordance with TPD Section E1.9)."

Amend paragraph 2.4.1 to read as follows:

- "2.4.1 Before a User can hold Interconnection Point Capacity or nominate gas for offtake or delivery at a particular Interconnection Point, the User must notify National Grid NTS (as required by the UK Link Manual) of its intention to do so."

Delete the entirety of paragraph 2.4.2(c).

Amend paragraph 2.5.1(c) to read as follows:

- "(c) a reference to a Party is to National Grid NTS or a User as provided in paragraph 2.4.24(a) or in relation to a particular Interconnection Point a User as provided in paragraph 2.4.24(b)."

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SECTION B – CAPACITY

Amend paragraph 1.1.3 to read as follows:

"1.1.3 In order to acquire, bundle, surrender or transfer Interconnection Point Capacity under the provisions of this Section B, a User must have had assigned to it and hold an Energy Identification Code, which is an identification code issued by the central issuing office or any local issuing office under the Energy Identification Coding scheme established by the European Network of Transmission System Operators for Electricity (ENTSO-E)."

Amend paragraph 1.3.3 to read as follows:

"1.3.3 In applying the provisions of this Section B, amounts of Interconnection Point Capacity (and of Interconnected System Capacity) in respect of an Interconnection Point may be expressed either in kWh/Day or in kWh/hour, as for the time being provided in or determined under the Interconnection Agreement; and (subject to paragraph 5.3.2) 1 kWh/hour is equivalent to 24 kWh/Day (or, for purposes of Uniform Price Auctions and System Capacity Transfers, on clock change days, 23 or 25 kWh/Day)."

Amend paragraph 1.4.2 to read as follows:

"1.4.2 For the purposes of TPD Section B (excluding its provisions which pursuant to paragraph 1.7 do not apply in respect of Interconnection Points):

- (a) references to Firm NTS Entry Capacity or Firm ~~Daily~~ NTS Exit (Flat) Capacity (as the case may be) include Firm Interconnection Point Capacity;
- (b) references to Interruptible NTS Entry Capacity or Off-peak NTS Exit (Flat) Capacity (as the case may be) include Interruptible Interconnection Point Capacity;

and Sections TPD Sections B2.1.7(b) and B3.1.5(d) are modified accordingly."

Amend paragraph 1.7.2 to read as follows:

"1.7.2 At the EID Implementation Date the provisions referred to in paragraph 1.7.1(a), (b), (c), (d) and (e) are the following paragraphs of TPD Section B:

- (a) in relation to NTS Entry Capacity, 2.1.2, 2.1.4, 2.1.5, 2.1.12, 2.1.14, 2.2, 2.3, 2.4, 2.5 (other than 2.5.10 and 2.5.11), 2.6, 2.7, ~~2.11.1(b)~~, 2.14, 2.15;
- (b) in relation to NTS Exit (Flat) Capacity, 3.1.3(a) and (b), 3.1.5(a), (b) and (c), 3.2, 3.3, 3.4, 3.5, 3.6, 6."

Amend paragraph 2.1.5(g) to read as follows:

- "(g) **Reserve Price** means (subject to paragraph 2.1.7) the reserve price (applicable to the relevant Capacity Period) in respect of Interconnection Point Capacity in accordance with the prevailing National Grid NTS' Transportation Statement as at the ~~Auction Information Date~~ Auction Information Time;"

Amend paragraph 2.1.7(a) to read as follows:

- "(a) it is acknowledged that the reserve price for such Gas Year in the prevailing Transportation Statement (as at the ~~Auction Information Date~~ Auction Information Time) is indicative, and the final reserve price for such Gas Year is determined in the Transportation Statement prevailing at the start of such Gas Year;"

Amend paragraph 3.1.1 to read as follows:

"3.1.1 The **Allocable** Interconnection Point Capacity in relation to an Auction of Firm Interconnection Point Capacity is the aggregate amount of Interconnection Point Capacity which (at the ~~Auction Information Date~~ Auction Information Time) is:

- (a) Eligible Technical Interconnection Point Capacity (in accordance with paragraph 3.2); or
- (b) subject to a Surrender Offer (in accordance with paragraph 7), in the case of an Ascending Clock Auction; or
- (c) subject to a Withdrawal Offer (in accordance with paragraph 8), in the case of an Ascending Clock Auction; or
- (d) Additional Interconnection Point Capacity (in accordance with paragraph 3.3)."

Amend paragraph 3.1.3 to read as follows:

"3.1.3 The Auction Quantity for an Auction is the amount of Bundled or Unbundled Allocable Interconnection Point Capacity determined in accordance with paragraph 3.1.2, subject to paragraph 3.1.4."

Amend paragraph 3.1.4 to read as follows:

"3.1.4 The amount of Unbundled Interconnection Point Capacity which may be allocated in an Annual Yearly Auction in respect of any Gas Year other than Gas Year Y+1 shall not exceed an amount equal to:

$$\text{Max } \{0, (\text{Sold ISP}_Y - \text{Sold ICP}_Y)\}$$

where for such Gas Year:

Sold ISP_Y is the amount (as notified by the Adjacent TSO(s)) of Equivalent ~~unbundled~~ Interconnected System Capacity at the Interconnection Point for the Gas Year (or in the case of a Binary IP ASEP the aggregate such amount at both Interconnection Points) which (at the ~~Auction Information Date~~ Auction Information Time) has been allocated to and is held by IS Users;

Sold ICP_Y is the greatest amount (for any Day in the Gas Year) of ~~Unbundled~~ Interconnection Point Capacity at the Interconnection Point which (at the ~~Auction Information Date~~ Auction Information Time) is Sold (or in the case of a Binary IP ASEP the greatest aggregate such amount for such a Day at both Interconnection Points);."

Amend paragraph 3.2.1(b) to read as follows:

- "(b) **Eligible** Technical Interconnection Point Capacity is the lowest amount (for any Day in the Capacity Period) of Technical Interconnection Point Capacity which, at the

~~Auction Information Date~~ Auction Information Time, is Unsold and not withheld under paragraph 3.2.2;,"

Amend paragraph 4.5.7 to read as follows:

"4.5.7 A Bid is valid if and only if:

- (a) the Bid complies with the requirements of paragraph 4.5.3;
- (b) the Bid Quantity complies with the applicable requirements of paragraph 4.5.4(a), (b), (c) and (de);
- (c) it is not refused or rejected under TPD Section V3.3.2;
- (d) in the case of a Bid in a Bundled Auction, the Bid is valid (as a bid for Interconnected System Capacity) under the Adjacent TSO Rulebook; and
- (e) any requirements under the CPO Rules and Processes are complied with."

Amend paragraph 4.6.11 to read as follows:

"4.6.11 For the purposes of paragraph 4.6.10 the closure deadline is:

- (a) where Auction B is an Ascending Clock Auction, 1700 hours on the 56th Business Days before the Auction Information Time for Auction B;
- (b) where Auction B is a Rolling Day-Ahead Auction, 1700 hours on the 2nd Business Day before the Auction Information Time for Auction B;

Delete the entirety of paragraph 5.3.2 and insert the a new paragraph 5.3.2 to read as follows:

"5.3.2 In relation to a Bid in a Within-Day Auction, the **bid effective time** is the time 3.5 hours after the close of the Bid Window."

Insert a new paragraph 5.3.3 to read as follows:

"5.3.3 For a Within-Day Auction:

- (a) the amount (in kWh/Day) of Interconnection Point Capacity which a User is registered as holding in respect of a successful Bid (RC_D) will be determined, by reference to the quantity allocated to the User in the Auction, as follows:

- (i) in the case of an Auction in which the amount (AC_H) of Interconnection Point Capacity allocated was expressed in kWh/hour:

$$RC_D = AC_H * P$$

- (ii) in the case of an Auction in which the amount (AC_D) of Interconnection Point Capacity allocated was expressed in kWh/Day:

$$RC_D = AC_D$$

- (b) such Interconnection Point Capacity will be held for the period from the bid effective time until the end of Day D;

- (c) where (for the purposes of the Code) it is necessary to determine the amount of such Interconnection Point Capacity held for any hour in such period, such amount (in kWh/hour) is determined as (RC_D / P) ;

where P is the period of time in hours from the bid effective time to the end of Day D."

Amend paragraph 5.5.8 to read as follows:

"5.5.8 A Bid operates (subject to the provisions of paragraph 2.2) as an offer by the User to acquire and pay for Interconnection Point Capacity in any amount not less than the Minimum Bid Quantity and not greater than the Bid Quantity and at the Bid Price, capable of acceptance in accordance with paragraph 5.7.2, and may not be withdrawn or modified except as provided in paragraph 5.5.56."

Amend paragraph 6.4.2 to read as follows:

"6.4.2 The User (as IS User) must simultaneously request the Adjacent TSO that Equivalent unbundled Interconnected System Capacity is bundled under the Adjacent TSO Rulebook, and for these purposes:

- (a) the User need only communicate its request to one of the TSOs, and (subject to the provisions of the Adjacent TSO Rulebook) such communication will operate as separate requests to each TSO;
- (b) where the User communicates its request to National Grid NTS, National Grid NTS agrees to act as agent of the User to send the communication to the Adjacent TSO;
- (c) where the User communicates its request to the Adjacent TSO, National Grid NTS agrees to receive the communication from the Adjacent TSO as agent for the User (provided the User has appointed the Adjacent TSO as its agent to send such communication)

subject to and in accordance with the further provisions of this paragraph 6.4."

Amend paragraph 7.1.2 to read as follows:

"7.1.2 For the purposes of this Section B:

- (a) **Surrender** means the surrender of Firm Interconnection Point Capacity for re-allocation by Auction in accordance with this paragraph 7;
- (b) a **Surrender Offer** is an offer to Surrender Interconnection Point Capacity in respect of an Auction;
- (c) a reference to the Auction in respect of which a Surrender Offer is made is to the Auction which relates to the Interconnection Point Capacity subject to the Surrender Offer, or (where the Capacity Period is a Gas Year) the next Annual Yearly Auctions for which the Auction Information Time is not less than 5 Business Days after the Surrender Offer is received; (and for these purposes (in accordance with paragraph 2.1.4(c)) the Bundled and Unbundled Auctions are referred to in this paragraph 7 as a single Auction, and references to the Auction Allocated Quantity are to the aggregate of the Auction Allocated Quantities);

- (d) **Surrender Deadline** means 1700 hours on the 65th Business Day before the Auction Information Time for the Auction in respect of which a Surrender Offer is made;
- (e) the **Surrender Quantity** is the quantity of Interconnection Point Capacity offered for Surrender in a Surrender Offer;
- (f) the **Aggregate Surrender Quantity** in relation to a Surrender Offer is the sum of the Surrender Quantity and the Surrender Quantities under all (if any) Surrender Offers previously submitted by the User in respect of the same Auction;
- (g) where a Surrender Offer is accepted (in accordance with paragraph 7.3.2) the **Effective Surrender Quantity** is the Surrender Quantity or the part thereof allocated towards the ~~Aggregate Auction Quantities~~ Auction Allocation Quantity in accordance with paragraph 7.3.3);
- (h) a **Surrender Charge** is a charge payable by National Grid NTS in respect of the Surrender of Interconnection Point Capacity in accordance with paragraph 7.3.4(b)."

Amend paragraph 7.3.2 to read as follows:

"7.3.2 A Surrender Offer is accepted where, following the Auction, in accordance with paragraphs 3.5 and 7.3.3, the Surrender Quantity or part thereof is allocated towards the Auction Allocated Quantity; -and if or to the extent not so accepted the Surrender Offer shall lapse and be of no effect."

Amend paragraph 7.3.3 to read as follows:

"7.3.3 For the purposes of paragraph 7.3.2, where the aggregate quantity to be allocated in respect of Surrender Offers is less than the aggregate of the Surrender Quantities under all valid Surrender Offers:

- (a) Surrender Quantities shall be allocated in the priority of the chronological order in which the Surrender Offers were submitted, the earliest first;
- (b) subject to paragraph (c), if the Surrender Quantity under a Surrender Offer exceeds the amount (**remaining unallocated quantity**) of the Auction Allocated Quantity to which Interconnection Point Capacity has not been allocated after allocation of earlier-submitted Surrender Offers, the Surrender Quantity will be allocated as to the remaining unallocated quantity (and the balance will not be allocated);
- (c) if two or more Surrender Offers were submitted (or deemed submitted) at the same time, and the amount in aggregate of the Surrender Quantities exceeds the remaining unallocated quantity, they shall be allocated pro rata the respective ~~respective~~ Surrender Quantities."

Amend paragraph 7.3.4 to read as follows:

"7.3.4 Where a Surrender Offer is accepted:

- (a) the User's Available Interconnection Point Capacity (Bundled or Unbundled, as specified in the Surrender Offer) shall be reduced by the amount of the Effective Surrender Quantity;

- (b) National Grid NTS will pay to the User a Surrender Charge in respect of the Surrender, calculated as the Effective Surrender Quantity multiplied by:
 - (i) the NTS Auction Price (subject to paragraph 2.1.7) for the Auction to which Surrender Quantities were allocated in accordance with paragraph 3.5.1(a) and (b); or
 - (ii) where (in accordance with paragraph 3.5.1(a) and (b)) Surrender Quantities were allocated to more than one Auction, the weighted average of such NTS Auction Prices based on the proportions in which Surrender Quantities (in aggregate) were allocated to each such Auction;
- (c) the Surrender Charge shall be payable monthly in arrears and invoiced in accordance with TPD Section S_i:-
- (d) National Grid NTS will, following conclusion of the Auction, notify the User of the acceptance of the Surrender Offer, the quantity for which the Surrender Offer was accepted, and the amount of the Surrender Charge."

Amend paragraph 8.1.2(g) to read as follows:

- "(g) subject to paragraph 8.4.56, a reference to the Auction in respect of which a Withdrawal Offer is to be made is to the Auction which relates to the Capacity Period directed by the Authority, or (where the Capacity Period is a Gas Year) the next Annual Yearly Auctions for which the Withdrawal Deadline is no earlier than the direction was received from the Authority; (and for these purposes Bundled and Unbundled Auctions are referred to in this paragraph 8 as a single Auction);"

Amend paragraph 8.2.4 to read as follows:

"8.2.4 Where National Grid NTS issues underutilisation notifications to a User in respect of the same Interconnection Point and Direction for two (2) consecutive utilisation monitoring periods then National Grid NTS shall, within the second underutilisation notification, make the User aware that the Authority shall require information to be provided by the User regarding the identified underutilisation which may include (but not be limited to):

- (a) the reason(s) for the identified underutilisation;
- (b) any anticipated change to the User's future utilisation of the relevant Available Interconnection Point Capacity held at the Interconnection Point and the reason(s) for this.

Where the User fails to provide the requested information to the Authority within the period specified by the Authority then National Grid NTS shall withdraw such quantity of the User's Available Interconnection Point Capacity in the relevant Direction at the relevant Interconnection Point for such period or periods (each of an eligible Capacity Duration not less than one month) as the Authority may direct."

Amend paragraph 9.1.3 to read as follows:

"9.1.3 In the case of an Interconnection Point at which (for the purposes of this Section B) amounts of Interconnection Point Capacity are expressed in kWh/hour, ~~where a System Capacity Transfer is notified within the Day or first Day of the Transfer Period,~~ the amount (in kWh/Day) of the Transferred System Capacity (TSC) for the Day or (as the case may be) each of the

first and last Days of the Transfer Period at Day will be determined by reference to the quantity (Q, in kWh/hour) specified in the System Capacity Transfer, and the start and end of the transfer (as notified under paragraph 9.2.1(a)(ii)) according to the following formula:

$$TSC = Q * P$$

where P is the period of time in hours on such Day from the start of the Day or (if later) the start of the transfer to the end of the Day or (if earlier) the end of the transfer from the time the transfer becomes effective) to the end of the Day."

Amend paragraph 9.2.1 to read as follows:

"9.2.1 Notification of a System Capacity Transfer under TPD Section B5.2.1 must include:

- (a) in addition to the requirements in that Section:
 - (i) whether the Transferred System Capacity is Bundled or Unbundled;
 - (ii) in the case of an Interconnection Point at which (for the purposes of this Section B) amounts of Interconnection Point Capacity are expressed in kWh/hour:
 - (aa) the time on the Day or first Day of the Transfer Period at which the transfer starts, and
 - ~~(i)~~(bb) the time on the Day or last Day of the Transfer Period at which the transfer ends;
 - ~~(ii)~~(iii) such other details as may be required by the CPO Rules and Processes;
- (b) in lieu of the requirements of paragraph (b) and (c) of that Section, the Interconnection Point and Direction of the Transferred System Capacity."

Amend paragraph 10.4.1 to read as follows:

"10.4.1 If as a result of any failure or unavailability of the systems and processes used by the Capacity Platform Operator in connection with the CPO Activities in paragraph 1.6.3(~~a~~) (the running of Auctions), in relation to any Day, Interconnection Point and Direction, either:

- (a) Within-Day Auctions for the Day are not held, or Users are unable to participate in such Within-Day Auctions, for any 6 or more consecutive Bid Windows, or
- (b) the Within-Day Auction with the last Bid Window on the Day is not held, or Users are unable to participate in such Within-Day Auction

then paragraph 10.4.2 applies."

Amend paragraph 10.6.2 to read as follows:

"10.6.2 For the purposes of TPD Section B3.10.1(~~b~~)B2.9.3(~~b~~) the exit curtailment effective time under an exit off-peak curtailment notice shall be not less than 75 minutes (instead of 4 hours) after the notice is given."

Amend paragraph 11.2.1 to read as follows:

11.2.1 The terms on which Interconnection Point Capacity is sold are set out in this Section B; and references in TPD Sections Y2.1 and Y2.2 to TPD Section B are taken as references to this Section B.

Amend Table 1A at paragraph 11.2.5 to read as follows:

Auction	Date Held	Gas Day - Capacity Allocation		Gas Year Modelled
		From	To	
Annual Yearly	March [N]	1 Oct [N]	30 Sep [N+15]	Y
Annual Quarterly	June [N]	1 Oct [N]	30 Sep [N+1]	Y
Rolling Monthly	Sep [N] to Aug [N+1]	1 Oct [N]	30 Sep [N+1]	Y
Rolling Day-Ahead	30 Sep [N] to 29 Sep [N+1]	1 Oct [N]	30 Sep [N+1]	Y
Within Day	30 Sep [N] to 1 Oct [N+1]	1 Oct [N]	30 Sep [N+1]	Y

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SECTION C – NOMINATIONS

Amend paragraph 1.4.3 to read as follows:

"1.4.3 In accordance with paragraph 1.4.2 (and without limitation of that paragraph), for the purposes of ~~the following provisions of~~ TPD Section C1.8(c), a reference to the Nomination Quantity in relation to an Interconnection Point Nomination is to the Confirmed Nomination Quantity:

~~(a) TPD Section C1.1.2(f) (as provided in paragraph 1.6.1);~~

~~(b) TPD Section C1.8(c)~~ (in other words the Implied Nomination Flow Rate is to be determined on the basis of whether a Renomination increased or decreased the prevailing Confirmed Nomination Quantity)."

Amend paragraph 3.1.2(c)(i) to read as follows:

"(i) a User's **Fully Adjusted** Available Interconnection Point Capacity is its Interconnection Point Capacity (for the relevant Interconnection Point, Day and Direction) Fully Adjusted in accordance with TPD Section B2.8, ~~B2.9~~, B2.10 or B2.17 (in the case of NTS Entry Capacity) or TPD Section B3.9, ~~B3.10~~ or B3.11 (in the case of NTS Exit (Flat) Capacity), as at the Nomination Deadline;"

Amend paragraph 3.2.1 to read as follows:

"3.2.1 In a Gas Deficit Emergency at stage 2 or higher, National Grid NTS may make any adjustment of the Processed Nomination Quantity under any Interconnection Point Nomination which in its opinion is appropriate in connection with the Emergency (and which is not in conflict with the provisions of TPD Section Q), and the Confirmed Nomination Quantity will (pursuant to the Matching Procedures and Rules) be adjusted accordingly."

UNC TRANSITION DOCUMENT

PART V – EUROPEAN INTERCONNECTION DOCUMENT

PART VA – GENERAL

Insert a new paragraph 2.2 to reads as follows:

"2.2 Notice given by a User prior to 1 October 2015 under any provision of the Transportation Principal Document or an Ancillary Agreement of the User's intention to hold System Capacity or nominate gas for offtake or delivery at an Interconnection Point shall satisfy the requirement under EID Section A2.4.1 in relation to that Interconnection Point. "

Amend the heading for paragraph 3 to read as follows:

"3 EID Section B"

Amend paragraph 3.2.2 to read as follows:

"3.2.2 The last periods in respect of which System Capacity will be allocated, or NTS Entry Capacity for a month surrendered, at Interconnection Points under the provisions of TPD Sections B2 and B3 referred to in EID Section B1.78, shall be as set out in the table below; and those provisions shall cease to have effect in respect of Interconnection Points (and EID Section B1.78 shall come into force) accordingly."

Amend paragraph 3.2.3 to read as follows:

"3.2.3 EID Section B2.1.1 applies only in respect of the allocation (and EID Sections B1.1.3 and B1.6.6 apply in respect of the acquisition) of Interconnection Point Capacity in respect of Capacity Periods commencing with the Capacity Periods set out in paragraph 3.2.14; and accordingly those Sections do not affect the acquisition or holding by a User of System Capacity at an Interconnection Point, for any period which falls in whole or part on or after the CAM Effective Date, which was allocated under any provision of TPD Section B prior to such provision ceasing to be effective in accordance with paragraph 3.2.2."

Amend paragraph 3.3.2 to read as follows:

"3.3.2 Applications for Enduring Annual NTS Exit (Flat) Capacity at an Interconnection Point may be made (subject to and in accordance with the provisions of TPD Section B3.2) up to and including but not after the Annual Application Window in July 2015 (or in the case of TPD Section B3.2.3(b), 30 June 2015); and, in relation to applications for Enduring Annual NTS Exit (Flat) Capacity at Interconnection Points, those provisions shall cease to have effect (and EID Section B1.78 shall come into force) accordingly."

Amend paragraph 3.3.3 to read as follows:

"3.3.3 Paragraphs 3.3.4 applies where (pursuant to an application made under the provisions of TPD Section B3.2 prior to such provisions ceasing to be effective in accordance with paragraph 3.3.2 4.2), at the CAM Effective Date, a User is registered as holding Enduring Annual NTS Exit (Flat) Capacity at an Interconnection Point (including for the avoidance of doubt Enduring Annual NTS Exit (Flat) Capacity to be held with effect from a Day falling after the CAM Effective Date)."

Amend 3.3.4(c) to read as follows:

- (c) the provisions of TPD Section B3.2.14 to B3.2.24 shall continue to apply (up to the EANE(F)C Expiry Date) in respect of the reduction of Enduring Annual NTS Exit (Flat) Capacity; but such provisions do not apply after the CAM Effective Date in respect of the increase of Enduring Annual NTS Exit (Flat) Capacity.