

CDSP SERVICE DESCRIPTION

[Note: document under review to see if additional terms currently in the Non-Code User Pays Agreement need to be included.]

Version: ~~F~~1.0

Effective date: [*Date of the Final Modification Report*]

1 General

1.1 Introduction

1.1.1 This document (**Document**) is the CDSP Service Description referred to in GT Section ~~GTD~~ ~~paragraph D~~ 3.1.4(a)(i) and Clause 3.3(d) of the DSC Terms and Conditions and is a DSC Service Document.

1.1.2 This Document is an integral part of and is incorporated in the DSC.

1.1.3 The version of this Document which is in force, and the date from which it is in force, is as stated above.

1.2 Interpretation - general

1.2.1 In this Document:

(a) **Uniform Network Code** or **UNC** means the ~~Uniform Network Code~~ uniform network code prepared pursuant to Standard Special Condition A11(6) of the gas transporter's licence, as from time to time modified;

~~(b) a reference to Section GTD is to Section D of the General Terms of the Uniform Network Code;~~

(b) ~~(e)~~ **DSC Terms and Conditions** means the DSC Terms and Conditions as defined in and for the time being in force pursuant to GT Section ~~GTD~~ D;

(c) ~~(d)~~ terms defined in or for the purposes of the DSC Terms and Conditions and not otherwise defined in this Document have the meanings given to them in the DSC Terms and Conditions;

(d) ~~(e)~~ terms defined in any other DSC Service Document and not otherwise defined in this Document have the meanings given to them in that DSC Service Document; and

(e) ~~(f)~~ the further provisions of the DSC Terms and Conditions as to interpretation apply.

1.2.2 In the case of any conflict between the provisions of this Document and any other part of the DSC, the provisions of the DSC Terms and Conditions as to priority apply.

1.3 Amendment

1.3.1 This Document may be amended in accordance with [the applicable procedures contained in the Change Management Procedures](#).

1.4 Interpretation – specific

1.4.1 In this Document:

(a) **Additional Services Request Form** means the form set out in Annex C;

~~(b) **Authorised Requester** means an individual authorised by the Customer, and notified to the CDSP in writing, to submit a Specific Services Request;~~

~~(b)~~ **Service Description Table** is the spread-sheet included as Annex A;

~~(c)~~ **Specific Services Acknowledgment** has the meaning given in paragraph 4.2.1;

~~(d)~~ **Specific Services Request** has the meaning given in paragraph 4.1.1; and

~~(e)~~ **Specific Services Request Form** means ~~is~~ the form set out in Annex B.

1.5 Scope and purpose

1.5.1 The purposes of this Document is to set out:

- (a) in paragraph 2, the categories of Service provided by the CDSP;
- (b) in paragraph 3, an explanation of the Services Description Table;
- (c) in paragraph 4, the process for requesting a Specific Service;
- (d) in paragraph 5, the process for requesting an Additional Service;
- (e) in Annex A, the Services Description Table;
- (f) in Annex B the Specific Services Request Form; and
- (g) in Annex C the Additional Services Request Form.

2 Categories of Services

2.1 Introduction

2.1.1 The Services provided by the CDSP comprise:

- (a) General Services in accordance with paragraph 2.2;
- (b) Specific Services in accordance with paragraph 2.3;
- (c) Additional Services in accordance with paragraph 2.4; and
- (d) Third Party Services in accordance with paragraph 2.5.

[2.1.2 General Services may be Direct Services or Agency Services; while Specific Services and Additional Services are Direct Services.](#)

2.2 General Services

2.2.1 **General Services** are Services provided under the DSC to Customers or Customers of a Customer Class on a uniform basis.

2.2.2 General Services are specified in the Service Description Table.

2.3 Specific Services

2.3.1 **Specific Services** are Services (other than Additional Services) available under the DSC to all Customer or Customers of a Customer Class but provided to a particular Customer only upon the order of the Customer.

2.3.2 Specific Services are specified in the Service Description Table.

2.4 Additional Services

2.4.1 **Additional Services** are Services provided under the DSC to a particular Customer upon the request of and to the specification of that Customer.

2.4.2 Additional Services are not specified in the Service Description Table but will be specified in an Additional Services Offer in accordance with paragraph ~~4.5.2~~ [5.2](#).

2.5 Third Party Services

2.5.1 **Third Party Services** are Services provided to a Third Party, or to a Customer on terms other than the DSC.

2.5.2 Third Party Services are provided subject to the Third Party and Additional Services Policy and will be specified in the relevant ~~Third Party Services Contract~~ [TPS Agreement](#).

3 Services Description Table

3.1 General

3.1.1 The Services Description Table is the spread-sheet in Annex A.

3.1.2 The Services Description Table provides a specification for each General Service and each Specific Service.

3.1.3 Each individual Service in the Services Description Table is a **Service Line**.

3.1.4 Service Lines are grouped into areas (**Service Areas**) as set out in the Services Description Table.

3.1.5 All Specific Services comprise a single Service Area.

3.2 Organisation of Service Description Table

3.2.1 The Service Description Table sets out Service Lines (in Service Areas) in respect of General Services separately in the following categories:

[\(a\)](#) Part A - Direct Services - Code Services

- (b) Part B - Direct Services - Non-Code Services
- (c) Part C - Agency Services for Transporters - Code Services
- (d) Part D - Agency Services for Transporters - Non-Code Services
- (e) Part E - Agency Services for IGTs - Code Services
- (f) Part F - Agency Services for IGTs - Non-Code Services

3.2.2 However certain Service Lines for Agency Services are the same for Transporters and ~~IGTs~~[Independent Gas Transporters](#); they are specified in the Service Description Table and constitute the same Service Line even though they are specified in two parts of the table.

3.2.3 The Service Description Table sets out Service Lines in respect of Specific Services separately in a single Service Area as a single category (Part G).

3.3 Explanation of Service Description Table

3.3.1 For each Service Line, the Service Description Table sets out (in separate columns) the following:

- (a) **Column A - GTACs/DSC Reference:**~~is~~ a unique reference for the Service;
- (b) **Column B – Service Requirement Description:** a narrative description of the Service to be performed by the CDSP;
- (c) **Column C – Service Requirement Trigger:** identifies or describes the event, the occurrence of which gives rise to the requirement the CDSP perform the Service (subject where relevant to the satisfaction of any Corresponding Customer Responsibilities);
- (d) **Column D – Service Requirement Output:**~~is~~ the action to be taken or communication to be given by the CDSP in performing the Service;
- (e) **Column E – Time for delivery of Service Requirement:**~~is~~ the time by which the CDSP must take the action or give the communication constituting the Service Requirement Output;
- (f) **Column F – How Service Requirement Delivered:** identifies the means by which the CDSP delivers the Service Requirement Output;
- (g) **Column G – Corresponding [UNC](#) Requirement:** identifies any provision of the UNC which is relevant to the performance of the Service;
- (h) **Column H – Other Requirement:** identifies any other document which is relevant to the performance of the Service;
- (i) **Column I – Service Volume Constraint:** where a Service is subject to a volume constraint, identifies or describes the nature of the constraint;
- (j) **Column J – Performance Standard:** means a specific standard to which the CDSP must provide the Service;

- (k) **Column K – KPI Priority:** the Service priority level, which identifies the priority of performance of the Service where overall performance of Services by the CDSP is constrained (priority level 1 having the greatest importance and priority level 4 having the least importance); and
- (l) **Column L – Corresponding Customer Responsibility:** identifies, where relevant, an obligation on the Customer, the satisfaction of which is a pre-condition to the performance by the CDSP on the Service.

and in respect of a Service Line for a Specific Service:

(m) **Column M – Charging Measure:** has the meaning given in the Budget and Charging Methodology;

(n) **Column N – Charging Period:** has the meaning given in the Budget and Charging Methodology.

3.3.2 In respect of a Service Line:

- (a) the Service Requirement Trigger will only be deemed to have occurred where, if the Service Requirement Trigger is:
 - (i) the receipt of or the submission of a UK Link Communication, the UK Link Communication is given or submitted in the form specified in, and otherwise in accordance with the requirements of the UK Link Manual;
 - (ii) the receipt of submission of a Conventional Notice, the Conventional Notice is given or submitted in the form specified in, and otherwise in accordance with the requirements of the Uniform Network Code;
 - (iii) a particular time during a day or a particular day during a month, the falling of the particular time or day and otherwise in accordance with the DSC;
 - (iv) at the discretion of the CDSP, the CDSP ~~exercises such discretion~~ is aware of the requirement to deliver the Service Requirement Output;
- (b) the time at which the Service Requirement Trigger will be deemed to have occurred for the purposes of the DSC shall be the time at which the UK Link Communication, the Conventional Notice or other notice or step is deemed to have been received or taken in accordance with the UK Link Manual, the Uniform Network Code or the DSC, or at such time as the CDSP decided to exercise its discretion.

3.3.3 Where in relation to a Service Line the Time for delivery of Service Requirement is expressed as being:

- (a) within a specified number of Business Days following the Service Requirement Trigger, the first of such Business Days shall be the Business Day following the Day on which the Service Requirement Trigger is deemed to have occurred;
- (b) within a specified number of hours following the Service Requirement Trigger, the number of hours shall be calculated from the hour bar next following the time at which the Service Requirement Trigger is deemed to have occurred.

3.3.4 In respect of a Service Requirement Output the How Service Requirement Delivered shall be treated as including a requirement that where the means of delivery is expressed as being by:

- (a) UK Link Communication, the UK Link Communication is given in the form specified in, and otherwise in accordance with the UK Link Manual;
- (b) Conventional Notice, the Conventional Notice is given in the form specified in the UK Link Manual, and be otherwise in accordance with the Uniform Network Code.

3.3.5 ~~For the avoidance of doubt, in~~ In respect of a Service :

- (a) the Corresponding UNC Requirement ~~and is the requirement in the UNC which is fulfilled by the CDSP performing the Service and the delivery of the Service Requirement Output;~~
- (b) the Other Requirement details included in the Service Description Table are for information purposes only.

3.3.6 In respect of a Service where a Service Volume Constraint applies, the CDSP shall only be required to deliver the Service Requirement Output ~~by the Time for delivery of Service Requirement~~ where the data volume is within the Service Volume Constraint (or as described in the Service Description).

3.3.7 The Performance Standard is set at 100% for each Service unless otherwise stated.

3.3.8 In respect of a Service in relation to which there is a Corresponding Customer Responsibility, the CDSP shall not be required to deliver the Service Requirement Output until and unless the Customer has satisfied the Corresponding Customer Responsibility.

3.3.9 Where the CDSP is notified of the appointment of a User Agent, the CDSP shall send such Code Communications and deliver such Service Requirement Outputs (as are consistent with the terms of the User Agent's appointment) to the User Agent, and references to the Customer in the Service Description Table shall be deemed to be references to the User Agent.

3.3.10 Where paragraph ~~3.3.10~~ 3.3.9 applies and the CDSP is notified that:

- (a) the terms of appointment of a User Agent have been revised, it shall continue to apply consistent with the revised terms of appointment as revised from the date the revision are to have effect; or
- (b) the appointment of a User Agent is terminated, it shall cease to apply with effect from the date of termination.

3.3.11 Where a User notifies the CDSP that it wishes to receive TPD Communications for the purposes of TPD Section G1 to 3 by Conventional Notice, the CDSP shall deliver all relevant Service Requirement Outputs by way of a Conventional Notice.

4 Specific Services

4.1 Specific Services Request

4.1.1 A Customer may request the provision of a Specific Service by submitting a Specific Service Request Form to the CDSP (a "**Specific Services Request**").

- 4.1.2 The CDSP shall not be obliged to accept any Specific Services Request, where:
- (a) the Customer does not submit a Specific Services Request Form for the relevant Specific Service;
 - (b) the Customer does not complete any or all the fields of the Specific Services Request Form for the relevant Specific Service; or
 - (c) the Specific Services Request Form is not signed by ~~an Authorised Requester of~~ the Customer's Individual Contract Manager.
- 4.1.3 A single Specific Service Request Form may be submitted in respect of more than one Specific Service.

4.2 Specific Services Acknowledgement

- 4.2.1 Following receipt of a Specific Service Request Form the CDSP shall issue a written acknowledgement to the Customer to confirm the CDSP accepts the Specific Services Request ("**Specific Services Acknowledgement**").
- 4.2.2 A Specific Services Request shall not be deemed accepted by the CDSP, and the CDSP shall not be obliged to perform the Specific Service, until the CDSP issues a Specific Services Acknowledgement.
- 4.2.3 Subject to paragraph 4.2.1, the CDSP shall perform the Specific Services identified in a Specific Services Acknowledgement:
- (a) subject to paragraph (b), in accordance with the applicable timeframe specified in the Service Description; and
 - (b) after the Customer has satisfied any Corresponding Customer Responsibilities in respect of the Specific Service.

5 Additional Services

5.1 Third Party and Additional Services Policy

- 5.1.1 The Third Party and Additional Services Policy sets ~~en~~out the terms and conditions upon and subject to which the CDSP may offer to provide an Additional Service requested by a Customer.
- 5.1.2 A Customer may request the provision of an Additional Service by submitting ~~a~~an Additional Services Request Form to the CDSP.
- 5.1.3 An Additional Services Request Form may not be submitted in respect of more than one Additional Service.

5.2 Additional Services Offer

- 5.2.1 The CDSP shall make any offer (**Additional Services Offer**) in the form set out in Annex C.
- 5.2.2 The Customer may accept an Additional Services Offer by:

- (a) completing and signing the relevant section of the Additional Services Offer and returning ~~such~~ the completed and signed Additional Services Offer to the CDSP; or
 - (b) responding by email to the CDSP's Additional Services Offer stating that the Customer accepts the Additional Services Offer.
- 5.2.3 The commitment of the CDSP to provide and of the Customer to receive and pay for an Additional Service pursuant to the DSC arises when the Customer accepts the Additional Services Offer.
- 5.2.4 The Customer warrants, represents and undertakes that each person that accepts an Additional Services Offer on behalf of the Customer shall have all necessary rights and authority to do so.
- 5.2.5 Any change, qualification or term applied (or purported to be applied) by a Customer to an Additional Services Offer shall not apply and shall have no force or effect unless and to the extent expressly agreed in writing by the CDSP.
- 5.2.6 Subject to paragraph 5.2.3, the CDSP shall provide the Additional Services(s) identified in an Additional Services Offer:
- (a) subject to paragraph (b), in accordance with the applicable timeframe specified in the Additional Services Offer; and
 - (b) after the Customer has (to the CDSP's reasonable satisfaction) satisfied any conditions specified in the Additional Services Offer as conditions to be met by the Customer in respect of the Additional Service.
- 5.3 The Charges payable by the Customer for an Additional Service provided by the CDSP shall be as specified in the Additional Services Offer.
- 5.4 Terms of Additional Services**
- 5.5 The terms on which an Additional Service is provided to a Customer are the terms of the DSC together with the terms of the Additional Services Offer.

ANNEX A

SERVICE DESCRIPTION TABLE

[Xoserve to release on 10 October 2016]

ANNEX B
SPECIFIC SERVICES REQUEST FORM

[Under development]

ANNEX C

ADDITIONAL SERVICES REQUEST FORM

[Under development]

Document comparison by Workshare Compare on 21 October 2016 16:46:20

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