9 April 2019

**CSS UNC DRAFTING – DOCUMENT 10**

**OTHER CHANGES TO UNIFORM NETWORK CODE**

**TRANSPORTATION PRINCIPAL DOCUMENT - SECTIONS A, B, C, E, H, J, Q, S AND V**

**INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT - SECTIONS A AND E**

**GENERAL TERMS - SECTIONS C AND D**

**TRANSPORTATION PRINCIPAL DOCUMENT**

**SECTION A – SYSTEM CLASSIFICATION**

*Amend paragraphs as shown below:*

**1.6 NTS and LDZ System Points**

1.6.3 No System Point may comprise an Individual System Point on more than one LDZ or in more than one Exit Zone or on an LDZ and the NTS.

**4.1 Supply Meter Points**

4.1.2 Where gas offtaken from the Total System at an Individual System Exit Point is or is to be conveyed through any pipe downstream of such Individual System Exit Point (other than a pipe comprised in a Sub-deduct Arrangement in accordance with Section G2.4) in which gas is conveyed to more than one premises, or to any other pipeline system as well as to any premises, such "**Individual System**" Exit Point is not a Supply Meter Point.

4.1.3 A "**Smaller**'' or a "**Larger**'' Supply Meter Point is a Supply Meter Point comprised respectively in a Smaller Supply Point or a Larger Supply Point.

4.1.4 A Supply Meter Point may be a CSS Supply Meter Point or a Non-CSS Supply Meter Point for the purposes of Section G and Section M.

**4.2 Supply Point**

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

4.2.2 A "**Larger Supply Point**" is a Supply Point in respect of which the Annual Quantity is greater than 73,200 kWh (2,500 therms) and a "**Smaller Supply Point**" is a Supply Point in respect of which the Annual Quantity is not greater than 73,200 kWh (2,500 therms).

4.2.3 Without prejudice to Section M3.3.1, a Supply Point may comprise no more than one Supply Meter Point.

4.2.4 A Supply Point may be a CSS Supply Point or a Non-CSS Supply Point for the purposes of Section G and Section M.

**4.4 Firm and Interruptible Supply Points**

4.4.1 In accordance with Section B8.1 an LDZ Supply Point may (at a given time) be a “Firm” Supply Point or an “Interruptible” Supply Point.

**4.5 CSEP Supply Meter Point**

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

**SECTION B: SYSTEM USE AND CAPACITY**

*Amend paragraphs as shown below:*

**1.2 System Capacity**

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

**1.3 Overrun Charges**

1.3.2 A User will not be liable to pay Supply Point Ratchet Charges for using a System by offtaking gas at an Interruptible Supply Point on a Day on which the User was liable pursuant to Section B8 in respect of a failure to comply with the requirement for Interruption.

**1.10 Long Term Contracts**

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

(a) pursuant to which, notwithstanding any other provision of the Code:

(i) the User may agree to apply for and hold System Capacity in particular amounts, and/or deliver gas to and/or offtake gas from the Total System in particular quantities at particular System Points, for particular periods, or to make payment to the Transporter in lieu of doing so; and/or

(ii) the Transporter may agree, notwithstanding Annex B-3, paragraphs 6.3 or 6.4, to accept the User's application for particular Supply Point Capacity;

(b) containing other terms which may conflict with the terms of the Code.

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

3.12.8 For the purposes of Code:

(a) an "**Eligible Entry Point**" is an Aggregate System Entry Point which is not a Storage Connection Point;

(b) an "**Eligible Exit Point**" is a System Exit Point which is not a Storage Connection Point;

(c) a "**Specified Entry Point**" is, in the case of a Supply Point, the Eligible Entry Point identified in the User's Supply Point Nomination or (as the case may be) the Referable Registration Nomination or, in the case of a CSEP, the Eligible Entry Point identified in the Conventional Notice in accordance with paragraph 3.12.13. Where the Eligible Entry Point is either the Bacton IP ASEP or the Bacton UKCS ASEP, the Specified Entry Point shall be deemed to be the Bacton Combined ASEP;

(d) the “**Bacton Combined ASEP**” shall comprise of the Bacton UKCS ASEP and the Bacton IP ASEP which are System Entry Points in close physical proximity to each other and each form part of contiguous entry terminal facilities;

(e) a "**Specified Exit Point**" is, in the case of a Supply Point, the Eligible Exit Point notified to National Grid NTS as the Proposed Supply Point in the User's Supply Point Nomination or (as the case may be) Referable Registration Nomination or, in the case of a CSEP, the System Exit Point identified as the CSEP in the Conventional Notice in accordance with paragraph 3.12.13.

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

 (a) in the case of an LDZ Supply Point the capacity shall be determined in accordance withAnnex B-3, paragraph 5.1, except for a LDZ Shared Supply Point in which case the capacity shall be determined in accordance with Section G9.7.4 for an LDZ CSEP the capacity shall be determined in accordance with paragraph 4.5.2;

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

3.12.11 The distance (to the nearest 0.1 km) from the Specified Entry Point to the curtilage of the Specified Exit Point or the offtake from the Total System at the Specified Exit Point (whichever is the lesser) shall be calculated on a straight line basis as the minimum of each of the distances between each System Entry Point within the Specified Entry Point and the Specified Exit Point using six figure grid references. National Grid NTS shall determine a six figure grid reference for each Specified Entry Point and each Specified Exit Point (which may be revised in accordance with paragraph 3.12.13(c) or Section G5.3.12 or 6.4.9).

3.12.12 An application for the NTS Optional Commodity Rate for a Supply Point shall be made, in the case of a CSS Supply Point by way of Referable Registration Nomination and in the case of a Non-CSS Supply Point in accordance with the provisions of Section G6.3.2 and, for a CSEP, shall be made in accordance with the provisions of paragraph 3.12.13.

**SECTION C – NOMINATIONS**

*Amend paragraphs as shown below:*

**2.2 Procedure and restrictions**

2.2.3 A User shall not submit a DM Output Nomination:

(a) in respect of an NTS System Exit Point at which, under the prevailing Maintenance Programme, gas is not to be available for offtake from the relevant System on the Gas Flow Day; or

(b) in respect of a Metered Connected System Exit Point or (subject to paragraph 2.2.5) DMC Supply Point, if the Implied Nomination Flow Rate exceeds:

(i) in the case of a DMC Supply Point, the Supply Point Offtake Rate pursuant to Annex B-3;

(ii) in the case of a Metered Connected System Exit Point, any limit specified in the CSEP Network Exit Provisions for the purposes of this paragraph 2.2.3**.**

**4.2 Renominations: Output Nominations**

4.2.3 Users are required to make Renominations in respect of Supply Points in respect of which the Transporter requires or ceases to require Interruption under Section B8.8.

**SECTION E – DAILY QUANTITIES, IMBALANCES AND RECONCILIATION**

*Amend paragraphs as shown below:*

**6.1 Introduction**

6.1.2 Where Offtake Reconciliation is carried out in respect of a Supply Meter Point comprised in a Supply Point in relation to which a Supply Point Registration is Confirmed and in the circumstances specified in paragraph 6.1.3, the Reconciliation Values will be attributed entirely to the Registered User(s) from the Day on which the Supply Point Registration is Confirmed , notwithstanding that a part of the Reconciliation Values may (or may be considered to) relate to a period before the Supply Point Registration Date; and accordingly such Registered User(s) will obtain the benefit and bear the risk (and the User(s) who formerly were Registered User(s) of the Supply Meter Point will neither obtain the benefit nor bear the risk) of the Reconciliation Quantities insofar as relating to the period before the Supply Point Registration Date.

6.1.3 The circumstances are:

(a) in the case of a Class 1 or 2 Supply Meter Point, where the Supply Point Registration Date was a Failed Daily Read Day, or was not the Day of a Check Read, and an Offtake Reconciliation is subsequently carried out as provided in Section M5.11.3 or M5.12.7;

(b) in the case of a Class 3 or 4 Supply Meter Point, where:

(i) no Opening Meter Reading was submitted, and accordingly an estimated Meter Reading was used (for the first Offtake Reconciliation following the Day on which the Supply Point Registration is Confirmed in accordance with Section M5.13.6(c), and was not replaced by an Agreed Opening Meter Reading, and

(ii) upon the next Valid Meter Reading, the next Offtake Reconciliation is carried out

(because the effect of the estimation under Section M5.4.2 is that, for the purposes of the first Offtake Reconciliation referred to in paragraph (b), the Daily Reconciliation Factor is one (1), but except to the extent that a Proposing User Read was used for such estimation).

**6.5 Agreed Opening Meter Readings**

6.5.1 Where in relation to a Class 2, 3 or 4 Supply Meter Point:

(a) upon the Offtake Reconciliation in respect of an Opening Meter Reading (including an estimate in accordance with Section M5.13.6) Reconciliation Values (the “**original Reconciliation Values**”) are determined under this paragraph 6; and

(b) the Transporter subsequently accepts an Agreed Opening Meter Reading pursuant to Section M5.13.11

then paragraph 6.5.2 shall apply.

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

6.6.2 In the case of a Shared Supply Meter Point Notification under Section G9.3.1(a), upon any Offtake Reconciliation, the Reconciliation Values shall be allocated between the Sharing Registered Users in the prevailing percentages which, at the time at which the Offtake Reconciliation is carried out, are notified to the Transporter under Section G9.3.2(b).

6.6.3 In the case of a Shared Supply Meter Point Notification under Section G9.3.1(b), upon any Offtake Reconciliation:

(a) the Transporter will notify the Reconciliation Quantity to the Sharing Registered User Agent;

(b) if, within twenty (20) Business Days after such notification, the Sharing Registered User Agent notifies to the Transporter amounts, equal in aggregate to the Reconciliation Quantity, to be allocated to the Sharing Registered Users:

(i) the Reconciliation Quantity shall be allocated between the Sharing Registered Users in the amounts so notified;

(ii) the Reconciliation Clearing Value and each of the Reconciliation Transportation Charge Adjustments shall be allocated between the Sharing Registered Users in the same proportions as the Reconciliation Quantity;

(c) if the Sharing Registered User does not notify an allocation by the time required and otherwise in accordance with paragraph (b), the Reconciliation Values will be allocated between the Sharing Registered Users in accordance with the prevailing Default Allocation Methodology under Section G1.7.7(c).

**SECTION H – DEMAND ESTIMATION**

*Amend paragraphs as shown below:*

**1.1 Introduction**

1.1.1 Demand for gas at NDM Supply Points is required to be estimated (in accordance with this Section H) for purposes including determining Supply Point Capacity under Section B, establishing nominations under Section C and daily offtakes and allocations of Unidentified Gas under Section E, and determining Annual Quantities under Section G2.3.

**4.1 Introduction**

4.1.2 If the Formula Year Annual Quantity of the NDM Supply Point for a Formula Year is amended under Section G2.3.18, the Supply Point Capacity shall be redetermined with effect from the effective date of such amendment.

**SECTION J – EXIT REQUIREMENTS**

*Add new paragraph 1.9 and amend other paragraphs as below:*

**1.9 Reduction of Offtake at Firm Supply Points**

1.9.1 Where, in relation to any Firm Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:

(a) exercises (other than pursuant to an instruction from a Transporter pursuant to Section Q) any entitlement to require the consumer to discontinue consuming gas offtaken from the Total System on a Day; or

(b) having exercised such an entitlement, authorises the consumer to resume such consumption

the Registered User will as soon as reasonably practicable, and in accordance with paragraph 1.9.3, inform the Transporter (and not the CDSP) of the matters set out in paragraph 1.9.2, provided that the Registered User shall use reasonable endeavours to inform the Transporter not more than one hour after such discontinuance and/or not less than one hour before such resumption.

1.9.2 The matters to be informed by the Registered User to the Transporter pursuant to paragraph 1.9.1 are:

(a) the identity of the Firm Supply Point;

(b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and

(c) an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.

1.9.3 For the purposes of paragraph 1.9.1 the User will give the relevant information to the Transporter by means of telephone or facsimile, unless it has given to the Transporter not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the Transporter for the purposes of paragraph 1.9.1 only by Batch Transfer Communication, and will promptly inform the Transporter by telephone or facsimile of the transmission of each such Batch Transfer Communication.

1.9.4 Where the Transporter notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 1.9.3, that User will promptly send to the Transporter by facsimile the information contained in that Batch Transfer Communication.

**1.10 DNO Users**

In this Section J references to Users shall include DNO Users.

**1.11 Trader User**

In this Section J references to Users exclude Trader Users.

**1.12 CSEP Supply Points**

For the avoidance of doubt, in this Section J, references to Supply Meter Points and Supply Points do not include CSEP Supply Meter Points or CSEP Supply Points, unless expressly so provided.

**5.2 Network Exit Provisions – general provisions**

5.2.2 Where a User submits a Supply Point Nomination or (as the case may be) a Referable Registration Nomination in respect of a Proposed Supply Point which comprises a NExA Supply Meter Point, the Transporter will inform the User of the existence (but not of the terms) of the Network Exit Provisions, and the User shall be responsible for ascertaining the terms thereof from the relevant consumer; and where the User subsequently becomes Registered User of the Supply Point the User shall be deemed to be fully informed of such terms.

5.2.3 Except as provided in paragraph 5.2.2 the Transporter will not, unless the terms of the Network Exit Provisions expressly so permit, disclose the provisions of Supply Point Network Exit Provisions to any User (including a User who has submitted a Supply Point Nomination or Supply Point Confirmation or (as the case may be) a Base Registration Nomination or Referable Registration Nomination) other than the Registered User.

**5.5 Requirement for User Agent**

5.5.2 The Transporter shall be entitled to reject a Supply Point Confirmation or (as the case may be) a Referable Registration Nomination made by a User who has not complied with any such requirement as is referred to in paragraph 5.5.1.

**SECTION Q – EMERGENCIES**

*Amend paragraphs as shown below:*

**2.3 Large Firm Supply Points**

2.3.3 A User shall comply with the requirements of paragraph 2.3.1:

(a) where the User becomes the Registered User in respect of a Large Firm Supply Point, when submitting the Supply Point Confirmation or (as the case may be) a Base Registration Nomination;

(b) where for any Gas Year a Supply Point of which a User is the Registered User becomes (by virtue of a change in its Annual Quantity or being designated as Firm) a Large Firm Supply Point, as soon as reasonably practicable, and in any event not later than 30 September in that Gas Year.

**2.4 Interruptible Supply Points**

2.4.1 A User shall in respect of each Interruptible Supply Point of which it is the Registered User provide to the Transporter:

 (a) the name and (in the case of a corporation) registered office of the consumer;

 (b) in accordance with paragraph 2.4.2, the names and/or job titles of representatives of the consumer ("**emergency contacts**") each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);

(c) at least one (but not more than four (4)) telephone numbers for each emergency contact by means of which the Transporter may contact, 24 hours a day, at least one (1) emergency contact; and

(d) one facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions 24 hours a day

 and for the avoidance of doubt, the emergency contacts provided for under this paragraph may be the same contacts as those referred to in Section B8.6.2 as 'interruption contacts'. The total number of emergency contacts provided for under this paragraph (and interruption contacts provided for under Section B8.6.2) shall not exceed five (5) in relation to any Interruptible Supply Point.

2.4.3 A User shall comply with the requirements of paragraph 2.4.1 where the User becomes the Registered User in respect of an Interruptible Supply Point, when submitting the Supply Point Confirmation or (as the case may be) Base Registration Nomination in respect of the Supply Point.

2.4.5 In paragraph 2.4, references to Interruptible Supply Points include CSEP Supply Points which are Interruptible pursuant to the provisions of TPD Section B8.

**2.5 Priority Supply Points**

2.5.1 Each User shall:

(a) take all reasonable steps to ascertain, in relation to any Supply Point in respect of which the User submits a Supply Point Nomination or (as the case may be) a Base Registration Nomination, or of which it is the Registered User, whether the consumer satisfies or (as the case may be) has come to satisfy the Priority Criteria;

(b) where it believes that the consumer does satisfy the Priority Criteria (where it is the Registered User, promptly upon forming that belief) so notify the Transporter, stating the identity of the consumer and the basis for its belief; and

(c) where:

(i) a User becomes the Registered User at a Supply Point in relation to which the consumer is a Priority Consumer; or

(ii) the Transporter confirms pursuant to paragraph 2.5.2 that a consumer in relation to which that User is the Registered User is a Priority Consumer

 notify that consumer (in terms reasonably specified by the Transporter having regard to Standard Special Condition A8 of the Transporter's Licence) of the circumstances in which it need not comply with instructions to reduce or cease, or in which it may resume or increase, the consumption of gas in a Gas Supply Emergency.

**3.4 Emergency Interruption**

3.4.1 The relevant provisions of Section B8 will apply for the purposes of Interruption in a Gas Supply Emergency or Local Gas Supply Emergency, except that:

(a) the Transporter shall not be required to give five (5) hours notice of Interruption but may require Interruption as soon as practicable following the Transporter's Interruption Notice;

(b) the User may not request an alteration pursuant to Section B8.8.2 to the Supply Points to be Interrupted;

(c) any Day or Days of Interruption pursuant to this Section Q shall not count towards the use of the Interruption Allowance under Section B8.7.5;

(d) the provisions of Section B8.9 (other than Section B8.9.2(a)) in respect of a failure to Interrupt shall not apply.

**SECTION S – INVOICING AND PAYMENT**

*Amend paragraphs as shown below:*

**3.5 Late payment**

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

 (a) reject or refuse to accept all or any of the following by the relevant User:

 (i) an application for System Capacity or increased System Capacity at any System Point under Section B ( including Annex B-3); and

 (ii) a System Capacity Trade under Section B5 in respect of which the User is Transferee User;

(b) give the CDSP a Registration Block Notice which shall be effective

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

**SECTION V – GENERAL**

*Amend paragraphs as shown below:*

**3.3 Requirements as to Value at Risk**

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

(a) with effect from the next Business Day after the date specified in such notice, the User shall pay to the Transporter that amount set out in the table in paragraph 3.2.10(a), based upon the amount of additional surety or security demanded by the Transporter and the daily charge set out in paragraph 3.2.10(b); and

(b) subject to paragraph 3.3.1, where and for so long as the User’s Value at Risk exceeds 100% of the User’s Code Credit Limit, the Transporter shall be entitled to reject or refuse to accept all or any of the following by the relevant User:

(i) an application for System Capacity or increased System Capacity at any System Point under Section B(including Annex B-3); and/or

(ii) a notice of appointment under Section B3.13.8 if the User is the proposed Overrun User;

(iii) in relation to the NTS:

(1) a System Capacity Trade under Section B5 in respect of which the User is Transferee User;

(2) a System Capacity Assignment under Section B6 in respect of which the User is the Assignee User;

 until such time as the User’s Value at Risk is reduced to less than 100% of its Code Credit Limit; and

(c) where from the fifth Business Day after the date specified in the notice , the User’s Value at Risk exceeds 100% of the User’s Code Credit Limit, the Transporter shall be entitled to give the CDSP a Registration Block Notice which shall be effective until such time as the User’s Value at Risk is reduced to less than 100% of its Code Credit Limit.

**4.3 Termination**

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

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

(b) a failure to Interrupt (as described in Section B8.10);

(c) the delivery or tendered delivery by the User of non-compliant gas (as described in Section I3.5);

(d) a breach other than a wilful breach of a provision of the Code where the Code specifically provides some other remedy for such breach and such other remedy may reasonably be considered to be adequate in the circumstances.

**Annex V-8**

**Historic Supply Meter Point Asset and Read Information**

The Transporter will provide to the Registered User, in respect of any Supply Meter at a Supply Meter Point comprised in a relevant Supply Point during the relevant period, the following details:

(a) each Meter Reading held by the Transporter and the date of the Meter Reading, including:

(i) in respect of each meter or converter exchange at the Supply Meter Point during the relevant period, the date of the meter or converter exchange, the closing meter reading for the old Supply Meter and the first meter reading for the new Supply Meter or converter;

(ii) in respect of each Supply Point Registration in relation to the Supply Meter Point during the relevant period, the Opening Meter Reading provided to the Transporter (pursuant to TPD Section M5.13.2) or estimated Reading (determined pursuant to TPD Section M5.13.6) and any Meter Readings provided to the Transporter under TPD Section M5 and the date of such Meter Reading;

(iii) in respect of Opening Meter Readings, where installed, the converted and unconverted reading of the converter;

(iv) whether the Meter Reading triggered a User Suppressed Reconciliation Value or a Suppressed Reconciliation Value; and

(b) in relation to the Supply Meter:

(i) the model name;

(ii) meter serial number, dials and digits;

(iii) metric/imperial indicator;

(iv) the converter number of dials;

(v) the applicable conversion factor; and

(vi) the meter/converter round the clock count.

**INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT**

**SECTION A – SCOPE AND CLASSIFICATION**

*Amend paragraphs as shown below:*

**2.1 Classification**

2.1.1 For the purposes of the Code:

(a) “**IGT System**” means a gas pipeline system operated by a person holding a Gas Transporter’s Licence, pursuant to that licence, which is:

(i) connected to a DNO System at an Unmetered CSEP (in which case it is a Connected Offtake System); or

(ii) connected to another IGT System;

(b) a gas pipeline system is an IGT System within paragraph (a)(i) if it is connected to a DNO System at any CSEP which is Unmetered, regardless of whether it is also connected at a Metered Connected System Exit Point;

(c) an IGT System:

(i) within paragraph (a)(i) is a “**directly-connected**” IGT System; and

(ii) within paragraph (a)(ii) is an “**indirectly-connected**” IGT System;

and (unless otherwise expressly provided) references to an IGT System connected to a DNO System include both directly-connected and indirectly-connected IGT Systems;

(d) the Independent Gas Transporter which owns or operates:

(i) a directly-connected IGT System is a “directly-connected” Independent Gas Transporter; and

(ii) an indirectly-connected IGT System is an “indirectly-connected” Independent Gas Transporter;

(e) an IGT System (system A, indirectly-connected) is “**downstream**” of another IGT System (system B) where gas flows or is to flow from system B to system A, and system B is “**upstream**” of system A;

(f) the Independent Gas Transporter owning and operating a downstream IGT System is a downstream Independent Gas Transporter and the Independent Gas Transporter owning and operating an upstream IGT System is an upstream Independent Gas Transporter;

(g) “**IGTS Supply Meter Point**” and “**IGTS Supply Point**” mean respectively a supply meter point and supply point on an IGT System (in other words a Supply Meter Point and Supply Point within the meanings in TPD Section A but construed on the basis that references in TPD Section A to the Total System are to an IGT System);

(h) “**IGTS System Exit Point**” means an IGTS Supply Meter Point or IGTS Supply Point (as the context may require); and

(i) a reference to the “**Registered IGTS User**” in respect of an IGTS System Exit Point is to the IGTS User which is registered (pursuant to the provisions of the IGT Code corresponding to TPD Section G5) in respect of that IGTS System Exit Point.

2.1.4 In accordance with TPD Section B8, a DM IGTS Supply Point may be classified as Interruptible.

**4 Emergencies**

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

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

(b) the interruption contacts in TPD Section B8,

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

**SECTION E – DM CSEP SUPPLY POINTS**

*Amend paragraphs as shown below:*

**2.2 Application of Class 1 Requirement**

2.2.1 Where (pursuant to the provisions of the IGT Code which are equivalent to TPD Section G2.1) as a result of a change in status of an IGTS Supply Meter Point:

(a) the Class 1 Requirement applies to an IGTS Supply Meter Point which is not in Class 1; or

(b) the Class 1 Requirement ceases to apply to a Class 1 IGTS Supply Meter Point,

the Independent Gas Transporter shall so notify the DN Operator as soon as practicable.

**3.1 Supply Point administration processes**

3.1.1 It is acknowledged that:

(a) (without prejudice to Section D2.1.1(b)) Section D2.1 does not require that the Independent Gas Transporter adopt the same provisions as those of TPD Section G4 and G5, but

(b) in relation to a DM IGTS Supply Point the communications (having equivalent effect to those of TPD Section G4 and G5) made between the Independent Gas Transporter and an IGTS User must give effect to the provisions of TPD Sections G2 and G5 as to Registered Supply Point Capacity and Supply Point Offtake Rate at a DM CSEP Supply Meter Point.

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

(a) the Independent Gas Transporter will notify to the DN Operator the Supply Point Capacity and Supply Point Offtake Rate nominated by the IGTS User;

(b) where necessary, the DN Operator will assess the feasibility of making gas available for offtake;

(c) the DN Operator will notify to the Independent Gas Transporter details of Supply Point Capacity and Supply Point Offtake Rate;

(d) the Independent Gas Transporter will offer to the IGTS User the User Supply Point Capacity and Supply Point Offtake Rate notified to it by the DN Operator and will only allow the IGTS Supply Point to be confirmed on that basis; and

(e) where relevant (by reference to the provisions of Section G2 and G5 in relation to Supply Point Capacity and Supply Point Offtake Rate), the IGTS User's nomination will be rejected, or the DN Operator's offer to the IGTS User will lapse, or the confirmed Supply Point Capacity and Supply Point Offtake Rate will be adjusted,

on the same basis as, and so that (in each case) the period of time available to the DN Operator to respond is the same as, provided in TPD Section B, Annex B-3 and Section G5.

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

(a) (without prejudice to the generality of Section D3.1.2) promptly notify the DN Operator of the confirmation of an IGTS User as registered user of the IGTS; and

(b) cooperate with the DN Operator in the taking of any steps for isolation or disconnection of the IGTS Supply Meter Point pursuant to TPD Section B8.10.2(a).

3.1.5 Where under TPD Section B, Annex B-3 a User makes a Capacity Revision Application, or a SPOR Review Process occurs, in respect of which (in accordance with TPD Section G3.3) the User communicates directly with the DN Operator, the DN Operator will notify the outcome to the Independent Gas Transporter.

**GENERAL TERMS**

**SECTION C – INTERPRETATION**

*Add new definitions in paragraph 1 alphabetically as follows and amend other paragraphs as shown below:*

"**Gas Act Owner**" is the consumer, holder of a Gas Transporter's Licence or relevant supplier that owns the meter (and for the purposes of this definition owner includes a lessee) and which in accordance with the Gas Code is responsible for keeping it in proper order for correctly registering the quantity of gas supplied;

"**Meter Asset Manager**" is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation;

"**Registration Block Notice**" means a notice given by a Transporter to the CDSP pursuant to TPD Section S3.5.3(b) or TPD Section V3.2.2(c), the effect of which is to prevent the User becoming the Registered User of further Supply Points, and which:

(a) in the case of CSS Supply Points, requires the CDSP to inform the CSS Provider (for the purposes of the Retail Energy Code by means of the Shipper – Transporter Association Data) that the Relevant CSS Request for which the User is the Nominated Shipper should not be accepted;

(b) in the case of Non-CSS Supply Points, requires the CDSP to reject or refuse to accept a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination or a Supply Point Reconfirmation.

**2.2 Times and dates**

2.2.1 For the purposes of the Code:

(a) "**Day**" means the period from 05:00 hours on one day until 05:00 hours on the following day;

(b) "**Business Day**" means :

(i) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales; and

(ii) for the purposes of Section G and M only, a Day which would (but for this paragraph (ii)) be the first Business Day after 1 January in any Gas Year;

 (c) "**Supply Point Systems Business Days**" means (for the purposes of TPD Sections B, G and M only) a Day other than a Saturday or a Sunday or a Day which begins at 05:00 hours on a bank holiday in England and Wales;

(d) "**Gas Flow Day**" means, in relation to the application of any provision of the Code, the Day in relation to deliveries, offtakes or flows of gas or other operations on which such provision is to apply;

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

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

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

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

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

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

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

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

**2.9 Miscellaneous**

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 or Supply Meter Point, 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**" or "**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 or Supply Meter Point, 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;

 (c) a "**Shipper**" or "**shipper**" is a reference to a Shipper User;

(d) “**Domestic Premises**” means Supply Point Premises where the gas is offtaken wholly or mainly for domestic purposes;

(e) “**Non-domestic Premises**” means Supply Point Premises which are not Domestic Premises.

**GENERAL TERMS**

**SECTION D – CDSP AND UK LINK**

*Amend paragraphs as shown below:*

**1.2 Interpretation**

1.2.1 For the purposes of the Code:

 (a) the “**Central Data Services Provider**” or “**CDSP**” is the person for the time being appointed by the Transporters as central data services provider pursuant to the CDSP Licence Condition;

 (b) the “**CDSP Licence Condition**” is Standard Special Condition A15A of Gas Transporter's Licences;

 (c) the “**Data Services Contract**” or “**DSC**” is the contract between the Parties and the CDSP in the agreed form (as provided in Part I paragraph 3 of the Transition Document) as from time to time amended in accordance with its terms and the provisions of this Section D;

 (d) “**Core Customer**” means a Party to the Code, other than a Trader User, in the capacity of a party to the DSC;

 (e) “**Customer Class**” means each of the following classes of Core Customer:

(i) Shipper Users;

 (ii) DN Operators;

 (iii) National Grid NTS;

 (iv) Independent Gas Transporters;

 (f) “**Customer Group**” means a single Customer Class or a group of Customer Classes;

 (g) “**CDSP Cost**” means any cost, expense, liability or other outgoing of the CDSP, however arising or incurred;

 (h) “**CDSP Charge**” means any charge made by the CDSP to a Core Customer or other person for the provision of a CDSP Service or otherwise for the recovery of any CDSP Costs;

 (i) “**CDSP Year**” means the period from 1 April in any year until and including 31 March in the following year;

 (j) “**CSS Services**” means services performed by the CDSP under the DCC Contract;

 (k) “**DCC**” means the person who is the holder of the DCC Licence;

 (l) “**DCC Contract**” means the agreement between the CDSP and the DCC (or a person nominated by the DCC to enter into such agreement) pursuant to which the CDSP performs services in connection with the operation of the Retail Energy Code;

 (m) “**DCC Licence**” means the ‘smart meter communications licence’ referred to in Section V5.17;

 (n) “**IGT Code Communication**” means a communication, equivalent to a TPD Communication, to be given by or to an Independent Gas Transporter under the IGT Code;

 (o) “**Retail Energy Code**” means the retail energy code referred to in the DCC Licence; and

 (p) ''**GRDA Functions''** means functions assigned to the CDSP as ‘Gas Retail Data Agent’ in the Retail Energy Code .

**1.3 CDSP Services**

1.3.1 For the purposes of the Code, subject to paragraphs 1.3.2 to 1.3.4, “**CDSP Services**” means the following services:

 (a) services (“**core services**”) which consist in:

 (i) performing functions assigned to the CDSP in; or

 (ii) performing or facilitating performance of obligations on behalf of a Core Customer under

 the Code, the IGT Code, the Retail Energy Code, a Gas Transporter's Licence, or another document designated for the purposes of Section 173 of the Energy Act 2004; and

 (b) any service which the CDSP can provide efficiently and economically by using resources and/or data used by the CDSP to provide core services and which:

 (i) is provided to any Core Customer or Core Customers of any Customer Class; or

 (ii) is provided to Trader Users; or

 (iii) is provided to a person or persons of a class which are not Parties, where one of the following conditions is met:

 (1) the service is the same or substantially the same as a service which the CDSP is for the time being providing to any Core Customer or Core Customers of a Customer Class; or

 (2) the Code requires or authorises the CDSP to provide the service to such person(s); or

 (3) the provision of the service to such person(s) helps facilitate the efficient and integrated operation of the gas industry; and

 (c) CSS Services.

*Add new paragraph 1.3.6 to read as follows:*

1.3.6 For the avoidance of doubt, CDSP Services which consist in performing GRDA Functions (and which as provided in paragraph 1.3.1(a)) are core services) are distinct from CSS Services.

*Amend paragraphs as shown below:*

1.5.1 For the purposes of this paragraph 1.5 “**Relevant Licence Provisions**” are:

 (a) the CDSP Licence Condition;

 (b) Standard Special Condition A31 and Standard Condition 31 of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences;

 (c) Standard Condition 14 of the Transporters’ Gas Transporter’s Licences, insofar as that condition applies in relation to the obligation of the Transporters under the Retail Energy Code to procure the CDSP as Gas Retail Data Agent to perform its obligations under the Retail Energy Code; and

 (d) any other condition of the Transporters' and Independent Gas Transporters' Gas Transporter's Licences, to the extent to which the CDSP Services or other functions of the CDSP are relevant to compliance with such condition.

**2.1 Direct Services**

2.1.1 Direct Services comprise:

 (a) the performance of functions (other than Non-Service Functions) assigned to the CDSP in the Code or IGT Code (“**Direct Functions**”);

 (b) the performance of GRDA Functions;

 (c) services provided under the DSC to Core Customers which are not prescribed by the Code or IGT Code (as the case may be), comprising:

 (i) services provided on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes;

 (ii) services available on a uniform basis to all Core Customers or Core Customers of a Customer Class or Customer Classes, but provided only on the request of a Core Customer; and

 (iii) services provided at the request of and as specified by an individual Core Customer (“**Additional Customer Services**”);

 (d) services (“**Third Party Services**”) provided (consistent with the policy provided for in paragraph 3.7) to persons who are not Core Customers, excluding CSS Services, or to Core Customers on terms other than those of the DSC; and

(d) CSS Services.

**3.2 CDSP Service Description**

3.2.3 The CDSP Service Description shall (without limitation):

 (a) oblige the CDSP to perform the functions assigned to it under the Code and the IGT Code as Code Services;

 (b) in relation to a Code Service, specify the CDSP Service by reference to the relevant provision of the Code or the IGT Code, as the case may be (and, in the case of a Direct Service, by identifying the relevant function of the CDSP as specified in the Code or IGT Code);

 (c) oblige the CDSP to perform the GRDA Functions.

**5.1 Introduction**

5.1.2 For the purposes of the Code:

(a) “**UK Link**” means the information technology and communications (ITC) systems (in aggregate) used by the CDSP to provide CDSP Services (including an information exchange system allowing the electronic transfer of information between the CDSP and UK Link Users and access to other parts of such ITC systems), as described in the UK Link Manual, and as from time to time modified in accordance with the Change Management Procedures;

(b) “**UK Link Gemini**” means those parts of UK Link which support the implementation of the provisions of TPD Section B in relation to NTS Entry Capacity and NTS Exit Capacity and of TPD Sections E and F in respect of the determination of Energy Balancing Charges, as further specified in the UK Link Manual;

(c) a “**UK Link User** ” is:

(i) the CDSP;

(ii) any Party in its capacity as a user of UK Link, provided that a Discontinuing User shall cease to be a UK Link User upon the User Discontinuance Date;

(iii) the CSS Provider for the purposes provided for in the Retail Energy Code:

(iv) any other person permitted to have access to and use of UK Link in accordance with the Code, the UK Link Manual, the DCC Contract and/or the Third Party and Additional Services Policy;

(d) a “**UK Link Communication**” is a message transmitted by a UK Link User by means of UK Link in accordance with the requirements of the UK Link Manual; and for these purposes a “message” is a discrete transmission electronically sent or electronically posted by a UK Link User, and includes a message accessible in UK Link by API (application programmable interface);

(e) a “**Code Communication**” is:

(i) a TPD Communication;

(ii) an IGTAD Communication (excluding an IGTAD Communication given pursuant to IGTAD Section B); and

(iii) for the purposes of the provisions of this paragraph 5 relating to the UK Link Manual, an IGT Code Communication which is stated in the IGT Code to be a Code Communication; and

(f) a “**UK Link User Agreement**” is an agreement between the CDSP and another UK Link User other than a Core Customer which provides for such person to have access to and use of UK Link or any part of it.