

Transportation Standards & Liabilities

Uniform Network Code Details

PAC Action 1204

SoS Report - RH to confirm that the standards included in this report are relevant/valid obligations (or that reassessment/removal is required)

Within this report is each individual TSL, the UNC reference in detail and the last liability that was paid (as of October 2016). The PAC can deduce from this information whether or not reassessment and / or removal are required.

N.B: All references to UNC have been made against the legal text that covers modification 432 (Nexus) and FGO.

Daily Metered Reads – TSL 1

New reference M.7.2

- 7.2.1 The Transporters will provide not less than 97.5% of the required number of Valid Meter Readings to each User, in respect of each month in each case not later than 11:00 hours on the Day following the Day to which the relevant Meter Reading relates; and for the purposes of this paragraph, the required number of Valid Meter Readings in respect of a User in a month is the sum of the numbers of the Performance Relevant Supply Meters of the User on each Day of such month.
- 7.2.2 Subject to paragraph 7.2.2, if in respect of any Day following the Day to which the relevant Meter Reading relates the Transporter does not provide to the CDSP a Valid Meter Reading by 14:00 hours on the Day following each such Day (“the liability cut-off time”) the Transporter shall pay to the User the sum of £3.
- 7.2.3 In respect of each Performance Relevant Supply Meter, if for each of 4 consecutive Days the Transporter does not provide to the CDSP a Valid Meter Reading by the liability cut-off time then this shall be known as a "Period of Outage" and for each further Day (after the 4th) in respect of which a Period of Outage occurs the Transporter will pay to the User (subject to paragraph 7.2.3) the appropriate liability payment as referred to in paragraph 7.2.11 below until such time as the Transporter provides to the CDSP a Valid Meter Reading by the liability cut-off time.
- 7.2.4 In the case of a Shared Supply Meter Point the amount payable to a User pursuant to paragraph 7.2.2 will be the amount specified under that paragraph divided by the number of Sharing Registered Users.
- 7.2.5 For the purposes of Section V10, the rules in paragraphs 7.2.2 and 7.2.2 are Compensation Rules within Compensation Group A; and in relation thereto the 'payment month' is the second month following:
- (a) for the purposes of paragraph 7.2.2, the relevant month;
 - (b) for the purposes of paragraph 7.2.2, that in which the relevant Day fell.
- 7.2.6 A “Period of Outage Failure Rate” (“POFR”) shall be calculated in respect of the number of Periods of Outage experienced by a Transporter during any month, as follows:
- 7.2.7 $POFR = (X/Y) * 100$
- 7.2.8 where:
- 7.2.9 X = the number of Performance Relevant Supply Meters in respect of which one or more Periods of Outage have occurred during that month
- 7.2.10 And

7.2.11 Y = the number of Performance Relevant Supply Meters which are installed on the last day of a month and which have successfully submitted at least one Valid Meter Reading to the User during that month.

7.2.12 There shall be four levels of liability relevant to the Transporter in respect of Periods of Outage as follows:

- (a) £75 per Day, being a level 4 liability payment which shall be the maximum amount payable by a Transporter in respect of a Period of Outage unless and until a level 3 liability payment as referred to at paragraph 1.1.1(b) below is triggered;
- (b) £50 per Day, being a level 3 liability payment which, once triggered, shall be the maximum amount payable by a Transporter in respect of a Period of Outage;
- (c) £30 per Day, being a level 2 liability payment;
- (d) £10 per Day, being a level 1 liability payment which shall be the minimum amount payable by a Transporter in respect of a Period of Outage.

7.2.13 In the event that the POFR is calculated at 2.5 or less for a period of three consecutive months, the Transporter's liability payment shall be reduced by a level in accordance with the levels referred to in paragraph 7.2.11.

7.2.14 In the event that the POFR is calculated at more than 2.5 in any month the Transporter's liability shall increase by a level in accordance with the levels referred to in paragraph 7.2.11.

Liabilities are frequently paid for this standard. The last time there was any liability payments was November 2016 – a total of £7426.

Calorific Values – TSL 2a and 2b

C1.6 Calorific value information

- 1.6.1 Not later than 11:00 hours on the Gas Flow Day the Transporter will make available to Users:
- (a) the calorific value applicable (in accordance with GT Section C3.3.1) in respect of each relevant LDZ for the Preceding Day;
 - (b) the Transporter's prevailing estimate of the calorific value applicable (in accordance with GT Section C3.3.1) in respect of each relevant LDZ for the Gas Flow Day.
- 1.6.2 If having failed to comply with paragraph 1.6.1(a) and (b) on any Day, the Transporter does not make available to Users the information in that paragraph by 16:00 on the Gas Flow Day, the Transporter will pay to each User with an associated UDQO in respect of Supply Point(s) in the relevant LDZ on the Preceding Day the amount of £50.
- 1.6.3 Where within 12 calendar months of making information available to Users pursuant to paragraph 1.6.1(a) the Transporter becomes aware that such information is incorrect, the Transporter will recalculate such information for each day during the affected period and make it available to Users within 5 Business Days of the recalculation being complete.
- 1.6.4 Where the Transporter fails to comply with the provisions of paragraph 1.6.3 above, the Transporter will make a payment to each User with an associated UDQO in respect of Supply Point(s) in the relevant LDZ during the relevant period of the amount of £250.
- 1.6.5 For the purposes of Section V10, the rules in paragraphs 1.6.2 and 1.6.4 are Compensation Rules within Compensation Group B; and in relation thereto the "**payment month**" is the second month following the month in which the relevant information is made available to the User pursuant to paragraph 1.6.3.

This falls under the Network Code Compensation (NCC) whereby liabilities are paid per failure of making this information available. This is £50 for the 4pm target and £250 for the revision of a CV value. This liability resides with the Transporters.

There have never been any liabilities paid for this Standard.

Suppressed Invoices – TSL3 and TSL 4

E8.2.1 In respect of each LDZ for each Reconciliation Billing period the Transporter will pay to the User (provided such amount is positive) the aggregate of:

$$(a) \quad \cancel{(G * H)} - \cancel{(M * £25)}$$

where following Individual NDM Reconciliation in Reconciliation Billing Period 'p':

G is the User's SP Aggregate Reconciliation Proportion for Reconciliation Billing Period 'p + 1';

$$H \text{ is } \cancel{((0.98 * A) - B * £20)} + \cancel{(C * £30)};$$

where:

A is the number of Suppressed Reconciliation Values that have been Suppressed in Reconciliation Billing Period 'p';

B is the number of Suppressed Reconciliation Values that had been Suppressed in Reconciliation Billing Period 'p' which are not Suppressed in Reconciliation Billing Period 'p + 1';

C is the number of Suppressed Reconciliation Values that had been Suppressed in any Reconciliation Billing Period 'p' and which remain Suppressed in Reconciliation Billing Period 'p + 2' or any subsequent Reconciliation Billing Period;

M is number of Meter Reads obtained by the Transporter in relation to the User Section M3.6.1 that are Suppressed in Reconciliation Billing Period 'p';

and

$$(b) \quad \cancel{(((0.98 * D) - E) * £40)} + \cancel{(F * £60)}$$

where following DM Reconciliation in Reconciliation Billing Period 'p':

D is the number of Reconciliation Values Suppressed in Reconciliation Billing Period 'p';

E is the number of Reconciliation Values Suppressed in Reconciliation Billing Period 'p' which are not Suppressed in Reconciliation Billing Period 'p + 1';

F is the number of Reconciliation Values suppressed in Reconciliation Billing Period 'p' and which remain Suppressed in Reconciliation Billing Period 'p + 2' or any subsequent Reconciliation Billing Period.

The above standard is linked to USRVs as these are removed upon Nexus implementation this part of code has been struck through and removed.

For DM sites there has never been any liabilities paid.

For NDM sites the last payment was £19.58 paid in May 2012.

Invalid Offers Large/Small – TSL 5 and 6

G4.2 Rejected Supply Point Confirmations

4.2.1 Where:

- (a) a Supply Point Offer submitted by the Transporter does not comply with the applicable requirements of Section G2.4 and the UK Link Manual;
- (b) the Proposing User submitted a Supply Point Confirmation (on the basis of such Supply Point Offer) in accordance with the requirements of this Section G; and
- (c) as a result of the Supply Point Offer's non-compliance (referred to in paragraph (a)) such Supply Point Confirmation was rejected

then paragraph 4.2.2 shall apply.

4.2.2 Where this paragraph 4.2.2 applies, the Transporter will (subject to the further provisions of the Code) pay to the Proposing User an amount of £50 for each Supply Point Confirmation rejected as described in paragraph 4.2.1(c).

4.2.3 For the purposes of Section V10, the rule in paragraph 4.2.2 is a Compensation Rule within Compensation Group E, and in relation thereto and subject to paragraph 4.2.4 the 'payment month' is the second month following that in which the Supply Point Confirmation was submitted.

4.2.4 The Transporter will not and is not required to monitor its performance in relation to the Compensation Rules under this paragraph 4.2, and will not be required to make any payment under this paragraph 4.2 unless the User in question notifies to the Transporter the circumstances in which such payment is due not later than the expiry of the second month following that in which the Supply Point Confirmation was submitted, in which case the payment month becomes the second month after the month of such notification.

This is a NCC liability whereby £50 is paid per failure. This liability resides with the Transporters.

This standard was against query code IOC (invalid offers) in ConQuest; this ceased as a contact code when CMS was introduced. During the lifetime of ConQuest only 1 contact was submitted in 2004. The cost vs benefit case of building a contact code for CMS meant this was not created however the standard can be discharged through a manual process.

For DM sites (TSL 5) there has never been any liabilities paid.

For NDM sites (TSL 6) there has never been any liabilities paid.

GRE Invoice Queries – TSL 7

~~S4.7.5~~ Where Final Achieved Performance for Larger Supply Points is less than the relevant Query Standard for a User within a calendar month Transporters will pay in aggregate to the User an amount calculated as the aggregate of:

~~(a) (((LGT10/100)*A) – B10 – C) * £5) + (((LGT20/100)*A) – B20 – C) * £30) where:-
LGT10 is the relevant Query Standard for '10 day standard' for Larger Supply Points:
GT set out in Annex S-3;~~

~~LGT20 is the relevant Query Standard for '20 day standard' for Larger Supply Points:
GT set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to gas transportation at Larger Supply Points;~~

~~B10 is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;~~

~~B20 is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;~~

~~C is the number of Excluded Queries resolved for the User within the calendar month;
and~~

~~(b) (((LM10/100)*A) – B10 – C) * £5) + (((LM20/100)*A) – B20 – C) * £30) where:-~~

~~LM10 is the relevant Query Standard for '10 day standard' for Larger Supply Points:
metering set out in Annex S-3;~~

~~LM20 is the relevant Query Standard for '20 day standard' for Larger Supply Points:
metering set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to metering at Larger Supply Points;~~

~~B10 is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to metering;~~

~~B20 is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to metering; and~~

~~C is the number of Excluded Queries resolved for the User within the calendar month.~~

4.7.6 If for a Larger Supply Point the Transporter does not resolve the Query within 40 Query

~~Count Days the Transporter will be liable to pay to the User £70 and the Transporter will further pay an additional £70 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.~~

~~4.7.7—Where the volume of Queries submitted by a User on a day exceeds the volume daily limits set out in the Guidelines, the rules for dealing with such daily excess submissions set out in the Guidelines will be applied.~~

~~4.7.8—Queries relating to Meter assets shall be Excluded Queries from MeteringSeparation Date.~~

~~4.7.9—For the purposes of Section V10, the rules in this paragraph are Compensation Rules within Compensation Group L; and in relation thereto the "payment month" is the second month following the month in which the Query was resolved.~~

The liabilities for this NCC standard are variable. The above standard is linked to GRE invoice Queries which are discharged through Xoserve. As the CDSP will not incur liability payments these are removed upon Nexus implementation this part of code has been struck through and removed.

Historically, there have never been any liabilities paid for this Standard.

Nominations Referred – Large/Small – TSL 8a and 8b

G2.3.4 Where a User makes a Supply Point Nomination:

- (a) the Transporter will submit a Supply Point Offer (in accordance with paragraph 2.4), or reject the Supply Point Nomination (in accordance with paragraph 2.3.6), or submit a referral notice (in accordance with paragraph 2.3.8), within 2 Business Days after the Supply Point Nomination was submitted;
- (b) where (in accordance with paragraph 2.3.8) the Transporter submitted a referral notice, the Transporter will submit a Supply Point Offer within 12 Business Days after the Supply Point Nomination was submitted.

2.3.5 If the Transporter does not comply with paragraph 2.3.4 it will in any event reject the Supply Point Nomination or make a Supply Point Offer or submit a referral notice as soon as reasonably practicable.

2.3.6 The Transporter will reject the Supply Point Nomination where:

- (a) the Supply Point Nomination is not made strictly in accordance with the requirements of paragraph 2.3.2 and /or 2.3.9 (as the case may be); or
- (b) any of the Supply Meter Point Reference Number(s) specified pursuant to paragraph 2.3.2(b) is not identified in the Supply Point Register with the Meter Post Code(s) specified pursuant to paragraph 2.3.2(c);

and the Transporter may reject the Supply Point Nomination where the Supply Point Nomination does not comply with any other requirement provided for in this Section G or in accordance with Section V3 or in any other case where such rejection is provided for in the Code.

2.3.7 Where the Transporter rejects the Supply Point Nomination the Transporter will inform the Proposing User of the reason (under paragraph 2.3.6) for such rejection (and where such rejection was pursuant to paragraph 2.3.6(b), the requirement of paragraph 2.3.2 and /or 2.3.9 (as the case may be) which was not complied with)).

The PPL is 97% within 12 business days

This liability resides with the Transporters

Liabilities are frequently paid for this standard.

For large sites (8a) the last payment was £4821.10 in October 2016.

For small sites (8b) the last payment was £237.30 in October 2016.

Site visit Appointments – TSL 9a and 9b

G4.3 Site visits

- 4.3.1 The Transporter shall be taken to have completed a Site Visit Appointment where the Transporter attends at the Supply Point Premises on a date which complies with paragraph 1.18; and
- (a) the Transporter investigates the relevant matter (as described in paragraph 1.18); or
 - (b) the User did not attend if required to do so in accordance with paragraph 1.18.3; or
 - (c) the Transporter was unable (after reasonable attempts to do so at the time of its visit) to obtain access to the Supply Point Premises.
- 4.3.2 If the Transporter does not complete all Site Visit Appointments in a calendar month, the Transporter will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$(A) - B) * £20$$

where for the relevant month:

A is the number of Site Visit Appointments due to be carried out in that month;

B is the number of Site Visit Appointments completed in accordance with paragraph 4.3.1.

- 4.3.3 For the purposes of Section V10, the rule in paragraph 4.3.2 is a Compensation Rule within Compensation Group H; and in relation thereto the 'payment month' is the second month following that in which the relevant Site Visit Appointment was due to be carried out.

This contact was previously completed in ConQuest through ASV Contacts.

There was only 1 contact logged in ConQuest in 2003, the meter related conquest codes ceased to be used after RGMA.

This remains in code and therefore may still be applicable in certain scenarios for example prime and subs.

The PPL is 95%

No liabilities have ever been paid for this standard

File Formats – Consultation/Failure To Implement - TSL 10a and 10c

U8.6.1 Subject to paragraph 8.6.2, where the Transporters propose to make a Class 2 Modification or a Class 3 Modification (other than a Manual Modification except where the UK Link Manual anticipates the making of such Manual Modification) when notifying UK Link Users of its proposals in the event that Transporters fail to inform UK Link Users that they have not less than 10 Business Days to submit any comments to the Transporters in respect of the proposal, the Transporters will pay to each UK Link User £500.

8.6.2 Paragraph 8.6.1 shall not apply in respect of a Class 2 Modification or a Class 3 Modification in respect of which alternate timescales to those referred to in paragraph 8.6.1 or **Error! Reference source not found.** are agreed to by the Transporters and the UK Link Committee or pursuant to the Modification Rules or where the modification is one in respect of which paragraph 8.4.12 applies.

8.6.3 Where the Transporters fail to notify UK Link Users by the Business Day following the Day in respect of which a Class 2 Modification or a Class 3 Modification was to be implemented but was not so implemented, the Transporters will pay each UK Link User £1,000.

8.6.4 For the purposes of Section V10, the rule in paragraphs 8.6.1 and 8.6.3 are Compensation Rules within Compensation Group I; and in relation thereto the 'payment month' is the second month following the month in which the relevant failure occurred.

File Formats – Notice of Changes – TSL 10b

U8.4.4 If by consensus of the members of the UK Link Committee the implementation plan (with or without any revisions proposed by the Transporters pursuant to paragraph 8.4.3) is approved, the Transporters will proceed to implement the proposed modification in accordance with the implementation plan, provided that:

- (a) unless otherwise agreed by the UK Link Committee in each calendar year the Transporters shall only be entitled to make three implementations, (which may comprise of one or more UK Link Modifications) and each implementation shall be made on a date to be specified by the UK Link Committee, falling in the month of February, June or November; and
- (b) unless otherwise agreed by the UK Link Committee no proposed UK Link Modification shall be implemented earlier than:
 - (i) four months after such approval in the case of UK Link Modifications that in the opinion of the UK Link Committee involve operational changes only;
or
 - (ii) six months after such approval in all other cases.

8.4.5 If such a consensus of the UK Link Committee is not reached:

- (a) the Transporters may, where they consider that the making of the modification in accordance with its implementation plan is necessary to enable the Transporters or Users to comply with the Code (disregarding for this purpose paragraph 8.4.9) or any Legal Requirement, notify Users that they intend to proceed with the modification;
- (b) where the Transporters have given a notification under paragraph (a), the Transporters shall be entitled to make the modification unless upon the application (within 5 Business Days after the Transporters' notification) of any User the Authority shall give Condition A11(18) Disapproval to the Transporters doing so;
- (c) except where the Transporters give notice under paragraph (a), or if the Authority gives Condition A11(18) Disapproval under paragraph (b), the Transporters will (unless they decide to withdraw their proposal) refer the implementation plan to the Uniform Network Code Committee.

8.4.6 Where by Panel Majority (upon a referral under paragraph 8.4.5(c)) the Uniform Network Code Committee approves the implementation plan, with or without any revisions which the Transporters may propose to the committee, the Transporters will proceed to implement the proposed modification in accordance with the implementation plan provided that:

- (a) unless otherwise agreed by the Uniform Network Code Committee in each calendar year the Transporters shall only be entitled to make three implementations, (which may comprise of one or more UK Link Modifications) and each implementation shall be made on a date to be specified by the Uniform Network Code Committee, falling in the month of February, June or November; and
- (b) unless otherwise agreed by the Uniform Network Code Committee no proposed UK Link Modification shall be implemented earlier than:
 - (i) four months after such approval in the case of UK Link Modifications that in the opinion of the Uniform Network Code Committee involve operational changes only; or
 - (ii) six months after such approval in all other cases.

Liabilities are paid per failure of compliance. No liabilities have been paid on this standard. This standard is discharged through Xoserve

Section U of UNC is removed from code following FGO therefore these standards are not applicable however will be incorporated into the CMSG framework or GT Section D.

Gas Not Available >2,500 tpa (I&C) – TSL 11a

J3.5.3 In the case of a Supply Point Component whose Annual Quantity exceeds 73,200 kwh (2,500 therms) per annum and where the supply of gas is not taken at the Supply Point Component wholly or mainly for domestic purposes, the Transporter will pay to the Registered User an amount determined as:

(a) subject to paragraph (b), the amount calculated according to the following formula:

$$C * (1 - X/Y) * P * F$$

where:

C is the amount of the Supply Point Capacity held by the User at the Supply Point Component on the relevant Day, or in relation to an Interruptible Supply Point Component only, if less, the Bottom-stop Supply Point Capacity;

X is in the case of a DM Supply Point Component, the quantity of gas which was made available for offtake from the System on the relevant Day;

Y is in the case of a DM Supply Point Component, the Nominated Quantity (subject to paragraph 3.5.4) under the Output Nomination for the relevant Supply Point Component, provided that:

(i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time at which the Registered User first became aware of such failure; and

(ii) Y shall not exceed the amount of the User's Registered Supply Point Capacity at the Supply Point Component, disregarding any increase therein applied for after the relevant failure first occurred;

X/Y is, in the case of an NDM Supply Point Component, zero;

P is the sum of the Applicable Daily Rates of:

(i) the Capacity Variable Component of the Customer Charge; and

(ii) in the case of an LDZ Supply Point, the LDZ Capacity Charge; and

(iii) the applicable NTS Exit Capacity Charge,

F is ten (10) in relation to a Firm Supply Point Component and five (5) in relation to an Interruptible Supply Point Component;

(b) where:

(i) as a result of the relevant failure gas is not available for offtake for a period of 24 hours; and

- (ii) the amount determined under paragraph (a) would for each consecutive period of 24 hours during which the relevant failure continued to be less than £50 in relation to an NDM Supply Point Component and £250 in relation to a DM Supply Point Component

for each consecutive period of 24 hours or part of such a period, commencing with the expiry of the first 24 hours of such failure, during which the relevant failure continued, an amount of £50 in relation to an NDM Supply Point Component and an amount of £250 in relation to a DM Supply Point Component

3.5.4 For the purposes of this paragraph 3.5:

(a) in determining 'Y' in paragraph 3.5.3, in the case of a DMA Supply Point Component there shall be deemed to be a Nomination Quantity in respect of each DMA Supply Point Component in the relevant DMA Supply Point Group, determined by apportioning the Nomination Quantity for such Supply Point Group between such Supply Point Components in proportion to their respective Annual Quantities.

(b) in relation to an Interruptible Supply Point Component, the Applicable Daily Rates in 'P' in paragraph 3.5.3 shall be determined as though the Supply Point Component were Firm; and

(c) for the purposes of paragraphs 3.5.2 and 3.5.3(b), any such period of 24 hours as is referred to in Section L4.3.2(e) is concurrent with and not in addition to the first 24 hours referred to in paragraph 3.5.2 or 3.5.3(b), and accordingly (notwithstanding Section L4.3.1) any period of Programmed Maintenance (in respect of the Supply Point) shall count towards such first 24 hours.

3.5.5 In the case of a Connected System Exit Point, the Transporter will pay to each CSEP User an amount determined as:

where:

C is the amount of the Relevant Exit Capacity held by the CSEP User at the Connected System Exit Point on the relevant Day;

X is the relevant proportion of the quantity of gas which was made available for offtake from the Total System by CSEP Users in aggregate on the relevant Day;

Y is the Nominated Quantity (subject to paragraph 3.5.4) under the CSEP User's Output Nomination for the Connected System Exit Point, provided that:

(i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time at which the CSEP User first became aware of such failure; and

(ii) Y shall not exceed the amount of the User's Relevant Exit Capacity at the Connected System Exit Point, disregarding any increase therein applied for after the relevant failure first occurred;

P is the sum of the Applicable Daily Rates of:

- (i) the CSEP Charge to the extent of any component thereof which varies with Relevant Exit Capacity;
- (ii) in the case of an LDZ Connected System Exit Point, the LDZ Capacity Charge; and
- (iii) the applicable NTS Exit Capacity Charge.

3.5.6 For the purposes of paragraph 3.5.5:

- (a) a CSEP User's "Relevant Exit Capacity" is, in the case of an LDZ Connected System Exit Point, its Registered LDZ Capacity and, in the case of an NTS Connected System Exit Point, its Available NTS Capacity, at such Connected System Exit Point; and
- (b) the relevant proportion of a CSEP User is the amount determined as 'Y' for the User on the relevant Day in accordance with paragraph 3.5.5 divided by the aggregate of the amounts so determined as 'Y' for all CSEP Users.

3.5.7 In the case of an Inter-System Offtake, where:

- (a) as a result of the relevant failure the downstream Transporter itself fails to make gas available for offtake (in accordance with its obligations under the Code) at any System Exit Point on the downstream System; and
- (b) the downstream Transporter acts and has acted as a Reasonable and Prudent Operator with a view to avoiding or limiting the effect of such failure (of the upstream Transporter) on its ability so to make gas available for offtake

the Transporter shall pay to the Offtaking User an amount equal to the amounts for which the downstream Transporter was liable pursuant to this paragraph 3.5 in respect of the downstream Transporter's failure to make gas available for offtake, to the extent to which such failure resulted from the relevant failure of the upstream Transporter.

3.5.8 For the purposes of paragraphs 3.4.1(c)(ii), 3.5.7 and 7.4.1, references to amounts for which a downstream DN Operator or National Grid NTS is liable pursuant to this paragraph 3.5:

(a) (other than in relation to paragraph (b)) shall be determined subject to the effect of Section V10;

(b) shall be deemed to include amounts for which the downstream DN Operator or National Grid NTS was liable by way of compensation under (and pursuant to regulations made under) Section 33AA of the Act.

3.5.9 For the purposes of Section V10, the rules in paragraphs 3.5.2, 3.5.3 and 3.5.5 (but not paragraph 3.5.7, but without prejudice to paragraph 3.5.8(a)) are Compensation Rules within Compensation Group J; and in relation thereto the 'payment month' is the second month following the month in which the relevant failure commenced.

3.5.10 For the purposes of paragraphs 3.5.3, 3.5.5 and 3.5.7, any dispute as to the quantity of gas which was made available for offtake at the relevant DM Supply Point Component, Connected System Exit Point or Inter-System Offtake on the relevant Day shall be referred to Expert Determination.

Gas Not Available <=2,500 tpa (I&C) – TSL 11b

J3.5.2 In the case of a Supply Point whose Annual Quantity does not exceed 73,200 kWh (2,500 *therms*) per annum and where the supply of gas is not taken wholly or mainly for domestic purposes, where as a result of the relevant failure gas is not available for offtake for a period of not less than 24 hours, the Transporter will pay to the Registered User an amount of £50 for each consecutive period of 24 hours or part of such a period, commencing with the expiry of the first 24 hours of such failure, during which the relevant failure continued.

Liabilities are frequently paid for this standard. The liabilities for this NCC standard are variable. These liabilities are paid in all circumstances of failure. This liability resides with the Transporters, the information is provided to Xoserve by the Transporter

For >2,500 tpa sites (11a) the last payment was £1500 in October 2016.

For <=2,500 tpa sites (11b) the SOS report does not report the payments as they are now invoiced directly as part of the FSG (failure to supply gas) invoice.

Systems Failure – TSL 12a

Non Systems Recovery – TSL12b

U7.6.1 For the purposes of this Section:

- (a) a "**UK Link Failure**" is a system failure as defined within priority level P1 of the UK Link Manual;
- (b) an "**Affected UK Link User**" is a UK Link User who was using UK Link at the time of a system failure and reported that they were unable to access the failed system in accordance with the Problem Management process within the UK Link Manual;
- (c) "**Problem Management Process**" shall mean the problem management process set out within the UK Link Manual;
- (d) "**recover**" shall mean the successful return of service for the affected element within UK Link and "**recovery**" shall be construed accordingly;
- (e) "**recovery period**" be the period commencing on the earlier of:
 - (i) where the Transporter becomes aware of a UK Link Failure by way of a User communication, the time that the problem is defined as priority level P1; else
 - (ii) the time that a Transporter becomes aware of the UK Link Failure until the completion of recovery;
- (f) a "**Repeated Failure of UK Link**" is a reoccurrence within 24 hours of a UK Link Failure, recorded by a Transporter in accordance with the Problem Management Process;
- (g) an "**Inappropriate User Action**" is a failure by a UK Link User as set out in paragraph 7.4.1(b)(ii) that results in or contributes to a UK Link Failure.

7.6.2 In the event of a UK Link Failure, the Transporters will endeavour to recover UK Link within a 5 hour recovery period.

7.6.3 Subject to paragraphs 7.6.4 and 7.6.7, if the recovery period for a UK Link Failure exceeds 5 hours then the Transporters will pay each Affected UK Link User £50.

7.6.4 In the event of a Repeated Failure or series of Repeated Failures of UK Link, paragraphs 7.6.2 and 7.6.3 shall apply save that in the event that a User is an Affected UK Link User for both the original UK Link Failure and subsequent Repeated Failure(s) of UK Link, paragraph 7.6.3 shall apply in respect of the subsequent Repeated UK Link Failure as though the amount set out were 200% of the payment due in respect of the immediately preceding UK Link Failure or Repeated Failure (as the case may be). 7.6.5 In the event of a UK Link Failure where the recovery period is greater than 24 hours, the Transporters will (subject to paragraph 7.6.7) pay to each Affected UK Link User an amount of £1,000. 7.6.6 For Batch Transfer Communications, where the Transporters fail to make the UK Link Network available (as defined in the UK Link Manual) for a period greater than 24 hours over and above the timescales permitted for processing Batch Transfer Communications as specified in the Network Code, the Transporters will (subject to paragraph 7.6.7) pay to each Affected UK Link User an amount of £1,000.

~~7.6.7 The Transporters shall not be liable to pay: (a) the amounts set out in paragraphs 7.6.3 and 7.6.4 where a UK Link Failure has been caused by the performance levels (as set out in the UK Link Manual) being exceeded; (b) the amounts set out in paragraphs 7.6.3, 7.6.4, 7.6.5 and/or 7.6.6 in the event that the UK Link Failure was in whole or part the result of an Inappropriate User Action; (c) the amounts set out in this paragraph 7.6 to the extent that the UK Link Committee (if the Transporters so request) agrees by majority decision to suspend any obligation to make payment (or reduce the amount of such payment) under this paragraph 7.6 for the period of such suspension (or reduction). 7.6.8 The performance standards set out in this paragraph 7.6 shall be in addition to and not replacement of the performance standards set out in paragraphs 7.2 and 7. 7.6.9 For the purposes of Section V10 (Compensation Rules), the rules in paragraphs 7.6.3, 7.6.4, 7.6.5 and 7.6.6 are Compensation Rules within Compensation Group K; and the relevant 'payment month' will be the second month following the month in which the relevant failure occurred.~~

Liabilities are paid per failure. This standard is discharged through Xoserve.

Last payment for System failure (TSL 12a) was £66,000.000 in October 2007.
Last payment for System non recovery (TSL 12b) was £250 paid in June 2015.

Section U of UNC is removed from code following FGO therefore these standards are not applicable however will be incorporated into the CMSG framework or GT Section D.

Query Resolution – TSLs 13a – 14d

S4.7.1 For the purposes of this Section S:

- (a) the "**Guidelines**" is the document entitled 'Standards of Service Query Management Operational Guidelines' as prepared, published and revised (subject to prior approval by Panel Majority of the Uniform Network Code Committee) from time to time by the Transporters (in consultation with Users);
- (b) "**Queries**" shall have the meaning of 'Invoice and Operational queries for both Gas Transportation (GT) and Meter Asset Queries' as defined in the Guidelines but not including Excluded Queries and "**Query**" shall be defined accordingly;
- (c) the "**Query Receipt Day**" shall mean the day in which a Query is received by the Transporter in accordance with the Guidelines;
- (d) a "**Query Count Day**" shall have the same meaning as 'Transporter Day' in the Guidelines being a Business day where the resolution of the query is within the direct control of the Transporter;
- (e) an "**Excluded Query**" shall (subject to paragraph 4.8.8) be a Query of a type that is to be excluded from the calculation of liability payments under this Section as further set out in the Guidelines in relation to 'Query Categories Excluded';
- (f) "**Final Achieved Performance**" is the performance figure for the resolution of Queries calculated in accordance with the Guidelines; and
- (g) "**Query Standard**" shall mean:
 - (i) from the Query Implementation Date (subject to paragraph (ii) below), the appropriate percentage set out in the "**Query Implementation Date**" column in Annex S-3;
 - (ii) from the first day of the calendar month that is no less than 6 months after the Query Implementation Date (subject to paragraph (iii) below), the appropriate percentage set out in the '6 month' column in Annex S-3;
 - (iii) from the first day of the calendar month that is no less than 12 months after the Query Implementation Date (subject to paragraph (iv) below), the appropriate percentage set out in the '12 month' column in Annex S-3;
 - (iv) from the first day of the calendar month that is no less than 18 months after the Query Implementation Date, the appropriate percentage set out in the '18 month' column in Annex S-3.

4.7.2 In respect of Queries relating to Smaller Supply Points and Larger Supply Points respectively, Transporters are required to resolve within a calendar month not less than the appropriate Query Standard set out for 'metering' Queries and 'GT' Queries respectively (and as such terms are further described in the guidelines):

4.7.3 Where Final Achieved Performance for Smaller Supply Points is less than the relevant Query Standard for a User within a calendar month Transporters will in aggregate pay to the User an amount calculated as the aggregate of:

$$(a) \left(\left(\left(\left(\text{SGT}_4 / 100 \right) * A \right) - B_4 - C \right) * \text{£}1 \right) +$$

$$\begin{aligned} &(((SGT_{10}/100)*A) - B_{10} - C) * £3) + \\ &(((SGT_{20}/100)*A) - B_{20} - C) * £6) + \end{aligned}$$

where:

~~SGT₄ is the relevant Query Standard for '4 day standard' for Smaller Supply Points: GT set out in Annex S-3;~~

~~SGT₁₀ is the relevant Query Standard for '10 day standard' for Smaller Supply Points: GT set out in Annex S-3;~~

~~SGT₂₀ is the relevant Query Standard for '20 day standard' for Smaller Supply Points: GT set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to gas transportation at Smaller Supply Points;~~

~~B₄ is the number of Queries resolved within 4 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;~~

~~B₁₀ is the number of Queries resolved within 10 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;~~

~~B₂₀ is the number of Queries resolved within 20 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;~~

~~C is the number of Excluded Queries resolved for the User within the calendar month; and~~

$$(b) (((SM_4/100)*A) - B_4 - C) * £1) +$$

$$(((SM_{10}/100)*A) - B_{10} - C) * £3) +$$

$$(((SM_{20}/100)*A) - B_{20} - C) * £6) +$$

where:

~~SM₄ is the relevant Query Standard for '4 day standard' for Smaller Supply Points: metering set out in Annex S-3;~~

~~SM₁₀ is the relevant Query Standard for '10 day standard' for Smaller Supply Points: metering set out in Annex S-3;~~

~~SM₂₀ is the relevant Query Standard for '20 day standard' for Smaller Supply Points: metering set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to metering at Smaller Supply Points;~~

~~B₄ is the number of Queries resolved within 4 Query Count Days for Smaller Supply Points in the calendar month relating to metering;~~

~~B₁₀ is the number of Queries resolved within 10 Query Count Days for Smaller Supply Points in the calendar month relating to metering;~~

~~B₂₀ is the number of Queries resolved within 20 Query Count Days for Smaller Supply Points in the calendar month relating to metering; and~~

~~C is the number of Excluded Queries resolved for the User within the calendar month.~~

4.7.4 If for a Smaller Supply Point the Transporter does not resolve the Query within 40 Query Count Days the Transporter will be liable to pay to the User £20 and the Transporter will further pay an additional £20 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.

4.7.5 Where Final Achieved Performance for Larger Supply Points is less than the relevant Query Standard for a User within a calendar month Transporters will pay in aggregate to the User an amount calculated as the aggregate of:

$$(a) \left(\left(\left(\frac{LGT_{10}}{100} \right) * A \right) - B_{10} - C \right) * £5 + \left(\left(\left(\frac{LGT_{20}}{100} \right) * A \right) - B_{20} - C \right) * £30$$

where:-

~~LGT₁₀ is the relevant Query Standard for '10 day standard' for Larger Supply Points: GT set out in Annex S-3;~~

~~LGT₂₀ is the relevant Query Standard for '20 day standard' for Larger Supply Points: GT set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to gas transportation at Larger Supply Points;~~

~~B₁₀ is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;~~

~~B₂₀ is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;~~

~~C is the number of Excluded Queries resolved for the User within the calendar month; and~~

$$(b) \left(\left(\left(\frac{LM_{10}}{100} \right) * A \right) - B_{10} - C \right) * £5 + \left(\left(\left(\frac{LM_{20}}{100} \right) * A \right) - B_{20} - C \right) * £30$$

where:-

~~LM₁₀ is the relevant Query Standard for '10 day standard' for Larger Supply Points: metering set out in Annex S-3;~~

~~LM₂₀ is the relevant Query Standard for '20 day standard' for Larger Supply Points: metering set out in Annex S-3;~~

~~A is the number of Queries resolved in the calendar month relating to metering at Larger Supply Points;~~

~~B₁₀ is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to metering;~~

~~B₂₀ is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to metering; and~~

~~C is the number of Excluded Queries resolved for the User within the calendar month.~~

~~4.7.6 If for a Larger Supply Point the Transporter does not resolve the Query within 40 Query Count Days the Transporter will be liable to pay to the User £70 and the Transporter will further pay an additional £70 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.~~

~~4.7.7 Where the volume of Queries submitted by a User on a day exceeds the volume daily limits set out in the Guidelines, the rules for dealing with such daily excess submissions set out in the Guidelines will be applied.~~

~~4.7.8 Queries relating to Meter assets shall be Excluded Queries from Metering Separation Date.~~

~~4.7.9 For the purposes of Section V10, the rules in this paragraph are Compensation Rules within Compensation Group L; and in relation thereto the "payment month" is the second month following the month in which the Query was resolved.~~

TSL:	Standard Name	Last payment
TSL13a	Query Resolution GT (I&C) <=4 days	NA
TSL13b	Query Resolution GT (I&C) <=10 days	£8.50 February 2012
TSL13c	Query Resolution GT (I&C) <=20 days	£1555.20 February 2008
TSL13d	Query Resolution GT (I&C) >=40 days	£210.00 February 2013
TSL14a	Query Resolution GT (Dom) <=4 days	£3.60 September 2016
TSL14b	Query Resolution GT (Dom) <=10 days	£2.10 April 2016
TSL14c	Query Resolution GT (Dom) <=20 days	£4.80 February 2011
TSL14d	Query Resolution GT (Dom) >=40 days	£20.00 July 2011

The above standard is linked to Query resolutions, which are discharged through Xoserve. As the CDSP will not incur liability payments, these are removed upon Nexus implementation; this part of code has been struck through and removed.

Special Supply Points – MTSL 18a, 18b, 19a, 19b

M3.2.1 Where as a result of any Meter Installation Works undertaken by the Transporter in relation to an applicable Supply Meter Point, the relevant Meter Information recorded in the Supply Point Register ceases to be accurate, the Transporter will after completing such works:

- (a) amend the Supply Point Register so as to record the change in relevant Meter Information required as a result of such works; and
- (b) provide to the Registered User details of the amendment made pursuant to paragraph (a).

3.2.2 For the purposes of this paragraph 3.2

- (a) an "**applicable**" Supply Meter Point is a Supply Meter Point, other than an NTS Supply Meter Point or Supply Meter Point comprised in a VLDMC Supply Point, in relation to which the Transporter provides the Special Metering Supply Meter Installation.
- (b) references to a Supply Meter Point include a New Supply Meter Point, and accordingly references to a change in relevant Meter Information includes the creation of initial relevant Meter Information.
- (c) relevant Meter Information is such Meter Information as is specified in the UK Link Manual.
- (d) in relation to any calendar month and any User, a "**relevant**" Supply Meter Point is an applicable Supply Meter Point of which the User is Registered User and in relation to which the Meter Installation Works referred to in paragraph 3.2.1 were completed in that month.
- (e) a relevant Supply Meter Point will not be treated as one in relation to which the Transporter did not comply with paragraph 3.2.1 where the Transporter was unable to comply with paragraph 3.2.1 by reason of Force Majeure.
- (f) in relation to any relevant Supply Meter Point, any period within which the Transporter is to comply with paragraph 3.2.1 runs from the Business Day after the relevant Meter Installation Works (therein referred to) were completed.

3.2.3 Paragraphs 3.2.4 and 3.2.5 shall apply separately in relation to relevant Supply Meter Points whose Annual Quantities exceed, and do not exceed, 293,000 kWh (10,000 therms).

3.2.4 The Transporter will comply with paragraph 3.2.1 within 5 Business Days in respect of at least 95% of relevant Supply Meter Points in relation to each User, in relation to each calendar month.

3.2.5 If, in relation to any calendar month and any User, the Transporter does not comply with the requirement in paragraph 3.2.4, the Transporter will pay to the User an amount calculated as:

$$((0.95 * M) - N) * Q$$

where for the relevant month and the relevant User:

M is the number of relevant Supply Meter Points;

N is the number of relevant Supply Meter Points in respect of which National Grid did comply with paragraph 3.2.4;

Q is the relevant percentage of £10 in relation to relevant Supply Meter Points whose Annual Quantities exceed 293,000 kWh (10,000 therms), and of £2 in relation to relevant Supply Meter Points whose Annual Quantities do not exceed 293,000 kWh (10,000 therms).

3.2.6 If, in relation to a Supply Meter Point which is a relevant Supply Meter Point in any calendar month and of which the User continues to be the Registered User until the end of such 20 Business Day period, the Transporter does not comply with paragraph 3.2.1 (a) within 20 Business Days, the Transporter will pay to the User the relevant percentage of £30 in relation to relevant Supply Meter Points whose Annual Quantities exceed 293,000 kWh (10,000 therms), and of £5 in relation to relevant Supply Meter Points whose Annual Quantities do not exceed 293,000 kWh (10,000 therms).

3.2.7 For the purposes of TPD Section V10, the rules in paragraph 3.2.5 and 3.2.6 are Compensation Rules within Compensation Group L and in relation thereto the 'payment month' is the second month following that in which the Meter Installation Works were completed.

3.2.8 Where in any month the aggregate amount payable by the Transporter under this paragraph 3.2 would exceed the relevant amount provided in paragraph 3.2.5, the amounts payable to Users in respect of that month shall be reduced pro rata.

3.2.9 The provisions of Section G4.3.1 and 4.4 (in each case after the application of paragraphs 3.2.5 and 3.2.6) apply for the purposes of this paragraph 3.2, which is subject to those provisions.

This is a SOS, with a PPL of 95%. The liability amount increases should this activity not be completed within 20 days.

TSL:	Standard Name	Last payment
TSL18a	Special SP Amendment Large >5 days	£9.50 October 2012
TSL18b	Special SP Amendment Large >20 days	£60.00 January 2007
TSL19a	Special SP Amendment Small >5 days	NA
TSL19b	Special SP Amendment Small >20 days	NA