

MODIFICATION 0604 – LEGAL TEXT – ANNEX B

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION G – SUPPLY POINTS

Subject to further review by Xoserve

Note: See explanatory note; the mark up shows FGO changes to Nexus drafting (shown in yellow) as well as a limited number of changes made by modifications to the section made after the Nexus drafting was prepared (shown in grey, together with a note of the relevant modification).

1 INTRODUCTION AND STRUCTURAL RULES

1.1 Supply Point and Registered User

1.1.1 For the purposes of the Code:

- (a) a "**Supply Point**" is a System Exit Point comprising the Supply Meter Point for the time being registered in the name of a User pursuant to a Supply Point Registration, or (for the purposes of this Section G only) the subject of a Proposed Supply Point Registration;
- (b) the "**Registered User**" of a Supply Point is the User in whose name such Supply Meter Point is so registered;
- (c) a "**Supply Point Registration**" is the registration of a Supply Meter Point in the name of a User pursuant to paragraph 2.8.7(a) or 2.9.1 or (where applicable) to paragraph 2.1.6.

1.1.2 Without prejudice to paragraph 1.7, only one User may be the Registered User in respect of a Supply Point.

1.1.3 A User may apply for a Supply Point Registration ("**Proposed Supply Point Registration**") subject to and in accordance with paragraph 2, and may withdraw from a Supply Point Registration subject to and in accordance with paragraph 3.

1.1.4 A Supply Point Registration may be modified as provided in paragraph 1.9.11.

1.1.5 The "**Supply Point Registration Date**" in respect of a Supply Point is the date of the Supply Point Registration in accordance with paragraph 2.

1.1.6 A reference in the Code in the context of a User to a "**Registered**" Supply Point or Supply Meter Point is to a Supply Point, or (as the case may be) the Supply Meter Point comprised in a Supply Point, of which the User is the Registered User.

1.1.7 A reference in the Code to the Registered User of a Supply Meter Point is to the Registered User of the Supply Point (or in the case of a Shared Supply Meter Point any of the Supply Points) in which such Supply Meter Point is comprised.

1.1.8 In this Section G "**Supply Point Transportation Charges**" means Customer Charges, LDZ Capacity Charges, LDZ Commodity Charges, NTS Commodity Charges and NTS Exit Capacity Charges; and in the context of a Supply Point or Proposed Supply Point a reference to details of Supply Point Transportation Charges is to the applicable rate or amount thereof in accordance with Section B1.8.

1.1.9 For the purposes of the Code the premises to which gas offtaken from the Total System at a Supply Point is or is to be supplied are the "**Supply Point Premises**".

1.2 Offtake responsibility for Supply Points

Subject to paragraph 3.4.2 the gas offtaken from the Total System at a Supply Point will (in accordance with Section E3 and where applicable paragraph 1.7) be attributed for the purposes of the Code to the Registered User; and the Registered User accepts (for the purposes of the Code) responsibility for such offtake of gas by itself or any other person whether or not authorised by the Registered User.

1.3 Supply Meter Points

1.3.1 In accordance with Section A4.1 a Supply Meter Point is an Individual System Exit Point at which gas may (in accordance with the Code) be offtaken from the Total System for the purposes of supply directly to particular premises.

1.3.2 A Supply Meter Point may (subject to and in accordance with paragraph 1.7) be included in more than one Supply Point.

1.3.3 In accordance with Section M2 a Supply Meter Installation is required to be installed at each Supply Meter Point; but a point may be a Supply Meter Point in accordance with paragraph 1.3.1 notwithstanding that no such installation is installed at such point.

1.3.4 Pursuant to this Section G, a Supply Meter Point which has not been Isolated will at all times be included in at least one Supply Point.

1.3.5 Paragraph 7.3 sets out the basis on which a New Supply Meter Point may be established.

1.4 Not Used

1.5 Classes of Supply Point

1.5.1 Each Supply Point shall be classified as a "**Class 1**", "**Class 2**", "**Class 3**" or "**Class 4**" Supply Point (and references to a Class 1, 2, 3 or 4 Supply Point shall be construed accordingly).

1.5.2 Subject to the further provisions of this paragraph 1.5 and paragraph 1.11, a Supply Point shall be:

(a) in Class 1 where:

(i) the Class 1 Requirement applies, and

(ii) the Class 1 Meter Read Requirements are satisfied.

- (b) in Class 2, Class 3 or Class 4 where:
 - (i) the Registered User has elected that it should be in such Class, and
 - (ii) the Class 1 Requirement does not apply.

1.5.3 The Class 1 Requirement applies in relation to a Supply Meter Point if:

- (a) the Supply Meter Point is a NTS Supply Meter Point, or
- (b) the Annual Quantity of the Supply Meter Point is not less than 58,600,000 kWh (2,000,000 therms), or
- (c) the Supply Meter Point is Interruptible.

1.5.4 If the Transporter determines and notifies the Registered User that it would not be practicable or economic for the Class 1 Meter Read Requirements to be satisfied in respect of a particular Supply Meter Point, the Class 1 Requirement shall not apply (and for the avoidance of doubt the relevant Supply ~~Meter Points Point~~ shall not be in Class 1).

Comment [Dentons1]: Correction

1.5.5 Where, as a result of a change in status of a Supply Meter Point which is not in Class 1, the Class 1 Requirement applies:

- (a) the Transporter will arrange for the satisfaction of the Class 1 Meter Read Requirements as soon as reasonably practicable, and will inform the Registered User when the Class 1 Meter Read Requirements are satisfied, in accordance with Section M6.2;
- (b) the date from which the Supply Meter Point shall be in Class 1 shall be determined in accordance with paragraph 1.11.

1.5.6 Where, as a result of a change in status of a Supply Meter Point which is in Class 1, the Class 1 Requirement ceases to apply:

- (a) the Registered User shall elect whether the Supply Point shall be in Class 2, Class 3 or Class 4;
- (b) the date from which the Supply Point shall be in the Class elected (and cease to be in Class 1) shall be determined in accordance with paragraph 1.11;
- (c) when the Supply Meter Point ceases to be in Class 1, the Transporter may (in accordance with Section M6.2.9) remove any equipment provided for the purposes of satisfying the Class 1 Meter Read Requirements.

1.5.7 In relation to a Supply Meter Point in Class 2, 3 or 4, to which the Class 1 Requirement does not apply, the Registered User or Proposing User may elect to change the Class of such Supply Meter Point, subject to and in accordance with paragraph 1.11.

1.5.8 Without prejudice to the other provisions of this paragraph 1.5, if the Class 1 Requirement applies to a New Supply Meter Point which (pursuant to paragraph 7.3.5) is included in a Supply Point, but for any reason (other than due to an act or omission of the Registered User) the Class 1 Meter Read Requirements are not satisfied, the Supply

Meter Point shall be a Class 1 Supply Meter Point even though the Class 1 Meter Read Requirements are not satisfied.

1.6 Annual Quantity

- 1.6.1 The "**Annual Quantity**" in respect of a Supply Meter Point or Supply Point is an estimate (determined **by the CDSP** in accordance with the further provisions of the Code) of the quantity of gas which would (on a seasonal normal basis, in the case of a Class 3 or 4 Supply Meter Point) be offtaken from the Total System at that Supply Meter Point in a period of 12 months.
- 1.6.2 The Annual Quantity of a Supply Meter Point and the Supply Point(s) in which it is comprised shall be determined in accordance with the further provisions of this paragraph 1.6.
- 1.6.3 For the purposes of this Section G:
- (a) "**AQ Close-Out**" in any month is the 10th Day of that month;
 - (b) the "**AQ Read Submission Period**" in relation to a month (M) is the period from (but not including) AQ Close-Out for month M-1 to (and including) AQ Close-Out for month M;
 - (c) in relation to a Supply Meter Point, a month is an "**AQ Calculation Month**" where a Qualifying Meter Reading in respect of such Supply Meter Point is submitted in the AQ Read Submission Period in relation to that month;
 - (d) a "**Qualifying Meter Reading**" is any Valid Meter Reading **(other than a Meter Reading which is replaced pursuant to Section M5.16)**, provided that in the case of a Class 1 or 2 Supply Meter Point the Exit Close-out Date in respect of the Read Date is not later than AQ Close-Out.
- 1.6.4 The Annual Quantity in respect of each Supply Meter Point shall be calculated in each AQ Calculation Month.
- 1.6.5 The Annual Quantity calculated in respect of the Supply Meter Point in an AQ Calculation Month (month M) shall apply:
- (a) with effect from and including the first Day of the month (month M+1) following the AQ Calculation Month; and
 - (b) until and including the last Day of the next AQ Calculation Month (which for the avoidance of doubt may be month M+1).
- 1.6.6 The **TransporterCDSP** will notify the Annual Quantity, and if relevant that the Annual Quantity has crossed a threshold requirement for the purposes of paragraph 1.6.15, to the Registered User not later than 5 Business Days before the end of the AQ Calculation Month.
- 1.6.7 For the purposes of calculating the Annual Quantity in respect of a Supply Meter Point in an AQ Calculation Month:
- (a) the "**AQ Closing Reading**" is the Qualifying Meter Reading which was

Comment [Dentons2]: Modification 0434

submitted in the AQ Read Submission Period, or if more than one Valid Meter Reading was so submitted, the Qualifying Meter Reading with the latest Read Date;

- (b) the "**AQ Opening Reading**" is:
- (i) in relation to a Class 1 or 2 Supply Meter Point, the Valid Daily Meter Reading or (in the circumstances in Section M5.6.2 or M5.7.2) estimated Meter Reading for which the Read Date is the target date, subject to paragraph 1.6.14(c);
 - (ii) in relation to a Class 3 or 4 Supply Meter Point:
 - (1) the Valid Meter Reading for which the Read Date is nearest to the target date; or
 - (2) in the case where the Read Dates of two Valid Meter Readings are an equal number of Days respectively before and after the target date, the Valid Meter Reading with the later Read Date;

but excluding any Meter Reading for which the Read Date is less than 9 months or more than 36 months before the Read Date of the AQ Closing Read;

- (c) the "**target date**" for the purposes of paragraph (b) is the date which is 365 Days before the Read Date of the AQ Closing Reading;
- (d) the "**AQ Metered Period**" is the period from the Read Date of the AQ Opening Reading to the Read Date of the AQ Closing Reading;
- (e) in relation to a Class 3 or 4 Supply Meter Point, the "**AQ Metered Quantity**" is the Metered Quantity (as provided in Section M1.5.3(e)) for the AQ Metered Period.

1.6.8 If, in relation to a Supply Meter Point and an AQ Closing Read in a month, there is no Valid Meter Reading which qualifies as an AQ Opening Reading under the requirements in paragraph 1.6.7(b)), an Annual Quantity shall not be calculated and that month shall not be an AQ Calculation Month and the prevailing Annual Quantity of the Supply Meter Point shall be unchanged.

1.6.9 Subject to the further provisions of this paragraph 1.6, the Annual Quantity of a Supply Meter Point shall be determined:

- (a) in the case of a Class 1 or 2 Supply Meter Point, as the sum of the Supply Meter Point Daily Quantities for all Days in the AQ Metered Period;
- (b) in the case of a Class 3 or 4 Supply Meter Point, by reference to the AQ Metered Quantity and AQ Metered Period, in accordance with Section H3.2.

1.6.10 Where a Class 3 or 4 Supply Meter Point becomes a Class 1 or 2 Supply Meter Point, the Annual Quantity shall continue to be calculated pursuant to paragraphs 1.6.7(b)(ii) and 1.6.9(b) until the first AQ Calculation Month in which there is an AQ Closing Read for which the target date is not earlier than the date of the change in Class of the Supply Meter Point.

- 1.6.11 Where, following an AQ Calculation Month a Supply Meter Point changes Class, and as a result the method (under the applicable provisions of this paragraph 1.6) of calculating the Annual Quantity changes, the Annual Quantity shall not be revised by reason of such change until the next following AQ Calculation Month.
- 1.6.12 Where a Supply Meter Point is Isolated the value of the Annual Quantity for that Supply Meter Point shall continue to be the value as determined at the date of Isolation, until and unless the Supply Meter Point is Re-established.
- 1.6.13 Where an Isolated Supply Meter Point is Re-established, for the purposes of calculating the Annual Quantity in each subsequent AQ Calculation Month, Days on which the Supply Meter Point was Isolated:
- (a) shall be disregarded in determining the target date under paragraph 1.6.7(b);
 - (b) shall be excluded from the AQ Metered Period for the purposes of the calculation under Section H3.2.
- 1.6.14 In the case of a New Supply Meter Point:
- (a) until the first AQ Calculation Month in accordance with paragraph (b), the Annual Quantity shall be such amount determined by reference to paragraph 7.4.2;
 - (b) the first AQ Calculation Month shall be the first month in relation to which a Qualifying Meter Reading, with a Read Date not less than 9 months after the Supply Point Registration Date of the first Supply Point which includes such new Supply Meter Point, is submitted in the AQ Read Submission Period;
 - (c) subject to paragraph (b), in the case of a Class 1 or 2 Supply Meter Point, in each AQ Calculation Month until the first such month for which the Read Date of the AQ Closing Reading is not less than 365 Days after such Supply Point Registration Date:
 - (i) the AQ Opening Reading shall be the Daily Meter Reading for the Supply Point Registration Date;
 - (ii) the Annual Quantity (AQ) shall be calculated as follows:

$$AQ = AQ' * 365 / D$$
 where:
 - AQ' is the quantity calculated under paragraph 1.6.9(a);
 - D is the number of Days in the AQ Metered Period;
 - (d) in the case of a Class 3 or 4 Supply Meter Point, in each AQ Calculation Month where the Read Date of the AQ Closing Read is less than 365 Days after such Supply Point Registration Date:
 - (i) the AQ Opening Read shall be in accordance with paragraph (c)(i);
 - (ii) the Annual Quantity (AQ) shall be calculated as follows:

$$AQ = AQ' / D * 365$$

where AQ and D have the meaning in paragraph (c).

- 1.6.15 Where it is a condition of a change in classification (under any provision of the Code) of a Supply Point or Supply Meter Point that the Annual Quantity of such System Exit Point is or has become greater than, not less than, less than or not greater than a specified quantity (the "**threshold requirement**"), the condition shall be treated as satisfied, with effect from the first Day of the month following an AQ Calculation Month ('M'), if and only if:
- (a) each AQ Calculation Month in the preceding period of 6 months is a qualifying AQ Calculation Month; and
 - (b) there are at least 3 consecutive qualifying AQ Calculation Months (including month M), or if there are fewer than 3 AQ Calculation Months in the preceding period of 18 months, each AQ Calculation Month in that 18 month period is a qualifying AQ Calculation Month;
- 1.6.16 For the purposes of paragraph 1.6:
- (a) an AQ Calculation Month is a qualifying AQ Calculation Month if the Annual Quantity calculated in such month satisfies the relevant threshold requirement;
 - (b) a preceding period is a period ending with and including month M.
- 1.6.17 For the purposes of the Code, subject to paragraph 1.6.18, the "**Formula Year Annual Quantity**" for a Class 3 or 4 Supply Meter Point and the Supply Point(s) in which it is comprised for a Formula Year is the Annual Quantity determined in the most recent AQ Calculation Month falling not later than the December prior to that Formula Year, notwithstanding any subsequent change in the basis of determination of such Annual Quantity as a result of a change in Class of the Supply Meter Point.
- 1.6.18 The Formula Year Annual Quantity for a Supply Meter Point for a Formula Year shall be revised where, with effect from any month in that Formula Year, the Annual Quantity is revised pursuant to paragraph 1.6.20, with effect from that month, but not otherwise.
- 1.6.19 For the purposes of determining the rate of any Transportation Charge, references in the Transportation Statement to the Annual Quantity of a Supply Point are to the Formula Year Annual Quantity for the Formula Year in question.
- 1.6.20 The Registered User may request a change in the Annual Quantity of a Supply Meter Point on the grounds that the most recently calculated Annual Quantity does not reflect the expected (seasonally adjusted where relevant) consumption of gas over the 12 months following the date of the request due to an eligible cause which occurred after the Read Date of the AQ Opening Reading used in the most recent calculation of the Annual Quantity.
- 1.6.21 For the purpose of paragraph 1.6.20 "**eligible cause**" means:

- (a) the confirmed theft of gas (which resulted in the metered consumption in the AQ Metered Period at the Supply Meter Point being less than the actual consumption);
- (b) the installation, replacement or removal of Consumer's Plant which results in a material change in the basis on which gas is consumed; or
- (c) the commencement of a new business activity or discontinuance of an existing business activity at the consumer's premises.

1.6.22 A Registered User may also request a change to the Annual Quantity of a Supply Meter Point where the Uniform Network Code Validation Rules prescribe the wider tolerance band referred to in Section M5.3.4(b) by reference to the Annual Quantity of the Supply Meter Point and;

- (a) the User submits a Meter Reading ("**Rejected Meter Reading**") for such Supply Meter Point which fails validation because it falls outside the wider tolerance band, but which all other respects is Valid; and
- (b) the User is satisfied that the Meter Reading is valid (and would not fail validation if the Annual Quantity were so changed).

1.6.23 Where a Registered User requests a change in the Annual Quantity:

- (a) it shall give notice to the ~~Transporter~~ **CDSP** specifying:
 - (i) the Supply Meter Point in respect of which the request is made;
 - (ii) in the case of a request under:
 - (1) paragraph 1.6.20, which eligible cause applies and evidence of its application in relation to the Supply Meter Point;
 - (2) paragraph 1.6.22, the Rejected Meter Reading and evidence that it is valid;
 - (iii) the User's estimate of the Annual Quantity which shall be made in accordance with paragraph 7.3.6(a)(iii) and where applicable taking into account (in a case within paragraph 1.6.20, where applicable) the metered consumption between the Read Dates of the Valid Meter Reads referred to in paragraph (b), or (in a case within paragraph 1.6.22) the Rejected Meter Reading;
- (b) in the case of a request under paragraph 1.6.20:
 - (i) it shall submit a Valid Meter Reading with a Read Date which is no earlier than the date on which the eligible cause occurred;
 - (ii) it may in addition submit a Valid Meter Reading with a Read Date later than the Read Date of the Meter Reading under paragraph (i).

1.6.24 The ~~Transporter~~ **CDSP** will reject a request for a change in the Annual Quantity where:

- ~~(a) the Transporter is not reasonably satisfied that:~~

(a) either:

- (i) [the eligible cause specified in the Registered User's notice has ~~not~~ occurred or (as the case may be) the Rejected Meter Reading was ~~not~~ Valid];
- (ii) the Registered User's estimate of the Annual Quantity is ~~not~~ made in accordance with paragraph 7.3.6(a)(iii);

(b) in a case within paragraph 1.6.22, the User does not submit a Rejected Meter Reading.

1.6.25 Within 2 Business Days of receipt of a request under paragraph 1.6.20 or 1.6.22 the ~~Transporter~~CDS~~P~~ will notify the User if the request is accepted or rejected (in which case the ~~Transporter~~CDS~~P~~ will notify the User of the reasons for the rejection).

1.6.26 Where the ~~Transporter~~CDS~~P~~ accepts a request for a change in Annual Quantity of a Supply Meter Point:

- (a) with effect from and including the first day of the Day of the month following the month in which the ~~Transporter~~CDS~~P~~ notifies the User it has accepted the request and until the next AQ Calculation Month under paragraph (b) the Annual Quantity for the Supply Meter Point shall be the estimate specified in the User's notice under paragraph 1.6.22(a);
- (b) in a case within paragraph 1.6.22, the Rejected Meter Reading (as resubmitted at the User's request) will be accepted;
- (c) the next AQ Calculation Month shall be the first month in relation to which a Qualifying Meter Reading, with a Read Date not less than 9 months after the Read Date of the Meter Reading referred to in paragraph 1.6.22(b) or (as the case may be) the Rejected Meter Reading, is submitted in the AQ Read Submission Period.

1.6.27 Where at any time prior to the Supply Point Registration Date the User considers that any Annual Quantity of a Supply Point comprising a New Supply Meter Point which has been recorded on the Supply Point Register does not reflect the User's estimate of the correct quantity then the User shall promptly (and in any event before the Supply Point Registration Date) notify the ~~Transporter~~CDS~~P~~ of the same together with its estimate of the correct Annual Quantity.

1.7 Shared Supply Meter Points

1.7.1 Subject to and in accordance with this paragraph 1.7, a Class 1 Supply Meter Point may be comprised in more than one Supply Point if the Registered Users in respect of such Supply Points have submitted to the ~~Transporter~~CDS~~P~~ a notification confirming that they wish to be sharing Registered Users and specifying (in accordance with paragraph 1.7.6) the basis on which the quantity of gas offtaken each Day from the Supply Meter Point comprised in such Supply Points is to be apportioned between such Users.

1.7.2 For the purposes of the Code:

- (a) a "**Shared Supply Meter Point**" is a Supply Meter Point which is pursuant to this paragraph 1.7 comprised in more than one Supply Point;
- (b) "**Sharing Registered Users**" are the Users which are the Registered Users of a Shared Supply Meter Point;
- (c) a "**Shared Supply Meter Point Notification**" is a notification given for the purposes of paragraph 1.7.1

and for the purposes of this paragraph 1.7 a "**relevant**" Supply Point is a Supply Point comprising Shared Supply Meter Point.

1.7.3 Paragraph 1.7.1 applies only in respect of:

- (a) a Supply Meter Point which at 1 March 1996 was comprised in more than one Supply Point; or
- (b) a Supply Meter Point in relation to which the following conditions are satisfied:
 - (i) the Supply Meter Point is not part of a Sub-deduct Arrangement; and
 - (ii) the Annual Quantity of the **Supply Point** comprised in the relevant Supply Point exceeds 58,600,000 kWh (2,000,000 therms).

Comment [Dentons3]: Correction

1.7.4 Not used

1.7.5 A Shared Supply Meter Point may be comprised in a Firm Supply Point and in an Interruptible Supply Point.

1.7.6 A Shared Supply Meter Point Notification may provide for the allocation of gas offtaken at the Shared Supply Meter Point to be determined each Day:

- (a) by the ~~Transporter~~**CDS**P, under standing instructions notified to the ~~Transporter~~**CDS**P in advance by the Sharing Registered Users, in accordance with paragraph 1.7.7;
- (b) by a person appointed as User Agent on behalf of each Sharing Registered User, in accordance with paragraph 1.7.8.

1.7.7 A Shared Supply Meter Point Notification under paragraph 1.7.6(a) shall provide for allocation between the Sharing Registered Users either;

- (a) in the case of an LDZ Supply Point in tranches, in other words on the basis that the quantity of gas offtaken each Day which:
 - (i) does not exceed an amount;
 - (ii) exceeds an amount but does not exceed a higher amount; or
 - (iii) exceeds an amount

in each case specified in the Shared Supply Meter Point Notification, is to be allocated to one of such Users, provided that such amounts shall be specified so

that the whole quantity of gas offtaken each Day shall be allocated to one or more of such Users; or

- (b) in the case of an NTS Supply Point, or LDZ Supply Point where none of the Supply Points in which the Shared Supply Meter Point is comprised is Interruptible, in percentages (aggregating 100%) specified in such notification.

1.7.8 A Shared Supply Meter Point Notification under paragraph 1.7.6(b) shall provide for the appointment (with effect from a single date) of one person (a "**Sharing Registered User Agent**") as User Agent by all Sharing Registered Users for the purposes of:

- (a) informing the **TransporterCDS**P of the portions of the Supply Meter Point Daily Quantity to be allocated to each of them in respect of each Day and for the purpose of paragraph 1.7.9; and
- (b) complying with all Partial Interruption Rules and other provisions of paragraph 6 on behalf of all of the Sharing Registered Users.

1.7.9 Where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent:

- (a) the **TransporterCDS**P will notify the Supply Meter Point Daily Quantity to the User Agent not later than the specified time on the Day following the Gas Flow Day and (where such quantity is pursuant to any provision of the Code to be revised) may notify a revision of the quantity so notified to the User Agent not later than the specified time on the Exit Close Out Date;
- (b) if, by the specified time on the Day following the Gas Flow Day, and (where the **TransporterCDS**P notifies a revision of the Supply Meter Point Daily Quantity to the User Agent) by the specified time on the Day on which the **TransporterCDS**P notifies such revision, the User Agent has notified to the **TransporterCDS**P amounts, aggregating the Supply Meter Point Daily Quantity (as revised at the relevant time), to be allocated to the Sharing Registered Users:
 - (i) the amounts so notified may be revised (provided they continue to aggregate the Supply Meter Point Daily Quantity, as revised at the relevant time) by the User Agent at any time before the specified time on the Exit Close Out Day;
 - (ii) the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users in the amounts so notified or such revised amounts so notified not later than the specified time on the Exit Close Out Day;
- (c) if, by the specified time on the Day following the Gas Flow Day, or by the specified time on any Day on which the **TransporterCDS**P notifies to the User Agent any revision of the Supply Meter Point Daily Quantity, the User Agent has not so notified to the **TransporterCDS**P such amounts, the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users:
 - (i) in proportion to the Nominated Quantities under the Users' Output Nominations for the relevant Supply Point for the Day or (if such

Nominated Quantity is zero for each such User) in proportion to the Registered Supply Point Capacities at each such Supply Point; or

- (ii) if the User Agent shall have notified the ~~Transporter~~CDS (not less than 15 Days before the Gas Flow Day) of proportions aggregating unity for the purposes of allocation in the circumstances contemplated in this paragraph (c), in such proportions;

~~provided that if the Transporter is reasonably satisfied that such omission of the User Agent resulted from an administrative error (by the agent) of an infrequent nature, the Transporter may permit the User Agent to submit (by such time, not later than the specified time, on the Exit Close-Out Day as the Transporter may require) a late notification or revised notification for the purposes of paragraph (b);~~

- (d) if the Supply Meter Point Daily Quantity is allocated pursuant to paragraph (c) in respect of more than 12 Days in any Gas Year, the charges payable pursuant to paragraph 1.7.18 in respect of that Gas Year by the Sharing Registered Users shall be determined (in accordance with the Transportation Statement) as though the Shared Supply Meter Point Notification were under paragraph 1.7.6(a).

1.7.10 A Shared Supply Meter Point Notification:

- (a) shall be submitted and signed by each of the Users proposed to be Sharing Registered Users (but may be submitted in separate but identical counterparts provided such counterparts are submitted simultaneously);
- (b) shall specify:
 - (i) the identity of each of such Users and relevant Supply Meter Point Reference Numbers;
 - (ii) the date, not earlier than 2 months after the notification is submitted, with effect from which such notification is to take effect;
 - (iii) (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which is intended that (following such notification) each Sharing Registered User should hold at each relevant Supply Point ;
 - (iv) where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent a default allocation methodology for the apportionment of Reconciliation Quantity among Existing Shared Registered Users in percentages (aggregating 100%) ("**Default Allocation Methodology**"); and
 - (v) if an application for Partial Interruption status in accordance with paragraph 6 is being made;
- (c) shall be conditional upon a Supply Point Confirmation, for a Proposed Supply Point Registration Date which is the same as the proposed effective date of

such notification, being submitted at least ~~20 Business Days~~ 14 calendar days prior to the Proposed Supply Point Registration Date:

Comment [Dentons4]: Modification 0523S

- (i) by any User proposed in such notification to be a Sharing Registered User who is not already a Registered User of the relevant Supply Meter Point;
- (ii) by at least one of the Users proposed in such notification to be a Sharing Registered User, if any Existing Registered User is not proposed (in such notification) to be a Sharing Registered User

and becoming effective (an Existing Registered User accordingly being taken to have consented to such notification if no Supply Point Objection is submitted by it);

- (d) may not be withdrawn unless another such notification is submitted by all the Sharing Registered Users to take effect from such withdrawal;
- (e) may not be modified other than by notification:
 - (i) signed by each of the Sharing Registered Users and any new Sharing Registered User;
 - (ii) specifying the modification;
 - (iii) given not later than 2 months before the modification is required to take effect provided that no such modification shall be made with effect from a date less than 30 days after the preceding such modification; and
 - (iv) specifying (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which it is intended that (following such modification) each Sharing Registered User should hold at each relevant Supply Point.

1.7.11 A Supply Point Confirmation (other than a Supply Point Reconfirmation) in respect of a Proposed Supply Point which comprises a Shared Supply Meter Point will be rejected unless the requirements of this paragraph 1.7 are complied with.

1.7.12 Paragraph 6.11 applies in the case where an Interruptible Supply Point includes a Shared Supply Meter Point.

1.7.13 Subject to Section M1.7.2, the liability of the Sharing Registered Users in respect of a Shared Supply Meter Point for obligations under the Code shall be several:

- (a) in the proportions in which they hold Supply Point Capacity at the relevant Supply Points; or
- (b) if a Sharing Registered User Agent has notified (but so that paragraph 1.7.10(b)(ii) and 1.7.10(e)(iii) shall be deemed to apply to such notification) to the Transporter proportions (aggregating unity) for the purposes of this paragraph 1.7.13, in such proportions

except in the case of any such obligation which is not capable of being so divided, in which case the liability of the Sharing Registered Users shall be joint.

1.7.14 Not Used.

1.7.15 The whole of the Annual Quantity of a Shared Supply Meter Point shall be counted (without any apportionment) in determining the Annual Quantity of each relevant Supply Point.

1.7.16 For the purposes of this paragraph 1.7.:

- (a) the ~~Transporter~~CDSR will, after consultation with Users, prepare and from time to time revise (subject to prior approval by Panel Majority of the Uniform Network Code Committee) and publish reasonable procedures to apply in respect of Shared Supply Meter Points;
- (b) Sharing Registered Users shall comply and (in the case of a Sharing Registered User Agent) procure that such User Agent complies with such procedures;
- (c) the procedures may specify the form of Shared Supply Meter Point Notifications;
- (d) the procedures may provide that, where a person appointed as User Agent by all of the Sharing Registered Users submits on their behalf all of the Code Communications required to notify and give effect to a modification to a Shared Supply Meter Point Notification, the period of notice required under paragraph 1.7.10(e)(iii) shall be less than would otherwise be required;
- (e) in relation to any provision of paragraph 1.7.9, the specified time is the time specified (in relation to such provision) in such procedures; and
- (f) the procedures shall specify that the Sharing Registered User Agent may vary the Default Allocation Methodology in accordance with paragraph 1.7.10(e).

1.7.17 A Shared Supply Meter Point Notification may be amended in respect of the details referred to in Annex G-1 by way of a Supply Point Amendment; provided no such amendment relating to an allocation shall be effective less than 30 days after the effective date of the preceding such amendment.

1.7.18 Sharing Registered Users shall pay charges in respect of Shared Supply Meter Point Notifications in accordance with the prevailing Transportation Statement.

1.7.19 Where a Sharing Registered User submits a Supply Point Withdrawal which becomes effective pursuant to paragraph 3.2.4:

- (a) where only one of the Sharing Registered Users remains the Registered User of the Shared Supply Meter Point:
 - (i) it shall cease to be a Shared Supply Meter Point with effect from the effective date of the withdrawal (and with effect therefrom all gas offtaken at such point shall be allocated to the remaining Registered User);
 - (ii) partial interruption status at such Supply Point shall transfer to

such remaining Registered User;

- (b) where more than one of the Sharing Registered Users remain Registered Users of the Shared Supply Meter Point:
- (i) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(a), such notification shall be deemed to have been modified (with effect from the effective date of the withdrawal, but subject to any intervening modification made by the remaining Sharing Registered Users) as follows:
- (1) where the notification provides for allocation under paragraph 1.7.7(a), the upper and lower limits of any higher tranche of any remaining Sharing Registered Users shall be reduced by the amount of the tranche associated with the Withdrawing User, or where the tranche of the Withdrawing User was the tranche within paragraph 1.7.7(a)(iii), the highest tranche of any remaining Sharing Registered User shall cease to have an upper limit and shall become the tranche within paragraph 1.7.7(a)(iii) (a higher tranche being a tranche having a lower limit not less than the upper limit of the Withdrawing User, and the highest tranche being the tranche having the highest upper limit);
- (2) where the notification provides for allocation under paragraph 1.7.7(b), the percentages of the remaining Sharing Registered Users shall be increased pro rata so as to aggregate 100%;
- (ii) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(b), no quantity may be allocated by the Sharing Registered User Agent to the Withdrawing User on or after the effective date of the withdrawal;

1.7.20 Where the Transporter has given Termination Notice (under Section V4) to a User which was a Sharing Registered User, such User shall be deemed to have submitted a Supply Point Withdrawal for the purposes of paragraphs 1.7.19(a) and (b).

1.7.21 Where there is Partial Interruption status at a Supply Point which comprises a Shared Supply Meter Point and where there is Shared Supply Meter Point Notification which proposes to change the number or identity of any Sharing Registered Users, or a Supply Point Withdrawal, such Partial Interruption status shall be revoked upon the date such Shared Supply Meter Point Notification or Supply Point Withdrawal is approved but the Sharing Registered User Agent may re-apply for Partial Interruption in accordance with paragraph 1.7.8(b).

1.8 Sub-deduct Arrangements

1.8.1 For the purposes of the Code:

- (a) a "**Sub-deduct Arrangement**" is an arrangement of pipes and meters, installed before 1 March 1996, which National Grid recognised on such date as being such an arrangement, by which a part of the gas which is conveyed by a

System to premises for the purposes of supply to those premises, is further conveyed to other premises for the purposes of supply to those other premises;

- (b) the System Point at which a meter comprised in the Sub-deduct Arrangement is installed, and upstream of which no other meter comprised in such arrangement is installed, shall be a Supply Meter Point (the "**Primary Supply Meter Point**");
- (c) the Primary Supply Meter Point is not a Connected System Exit Point;
- (d) the gas conveyed in a Sub-deduct Arrangement may be conveyed:
 - (i) by a person (other than the Transporter) exempted pursuant to but subject to the conditions of any order under Section 6A of the Act granting exemption from paragraph (a) of Section 5(1) of the Act, in which case (irrespective of whether such conditions are complied with) the Sub-deduct Arrangement does not form part of a System;
 - (ii) by the Transporter, in which case the Sub-deduct Arrangement forms a part of a System; and
- (e) in a Sub-deduct Arrangement:
 - (i) each of the meters referred to in paragraph (a) (other than a check meter in accordance with paragraph (iii)) and the Supply Meter installed at the Primary Supply Meter Point, is a "**relevant meter**";
 - (ii) a relevant meter (meter 'B') is "**dependent**" on another (meter 'A') where meter B is downstream of meter A and there is no relevant meter between meter A and meter B;
 - (iii) a meter is a check meter where all gas which flows through the meter also flows through one or more meters (in such arrangement) downstream of that meter.

1.8.2 Where a Sub-deduct Arrangement forms part of a System:

- (a) each of the points in the Sub-deduct Arrangement at which gas is offtaken from the Total System for the purposes of supply to premises is a Supply Meter Point; and
- (b) the point of offtake for each such Supply Meter Point shall be the point determined as the point of offtake in accordance with Section J3.7.1, and title and risk in gas offtaken from the Total System shall pass accordingly.

1.8.3 Where a Sub-deduct Arrangement does not form part of a System:

- (a) for the further purposes of this paragraph 1.8, the Primary Supply Meter Point shall be treated (for the purposes of the Code, but subject to paragraphs (b) and (d)) as being a number of Supply Meter Points each of which shall be associated with one relevant meter and so identified (by a unique reference) in the Supply Point Register;

- (b) the point of offtake in respect of each such Supply Meter Point shall be the point of offtake in accordance with Section J3.7.1 in respect of the Primary Supply Meter Point, and title and risk in gas offtaken from the Total System shall pass accordingly; and (for the purposes of Section J) the provisions of paragraph 1.8.5 and of Section G shall have effect for the purposes of determining which Users are offtaking gas from the Total System at that point, and in what proportions;
- (c) none of such Supply Meter Points shall be treated as being a Shared Supply Meter Point; and
- (d) no provision of this paragraph 1.8, nor the fact that the Supply Point Register records details in respect of the Supply Meter Points which are (pursuant to paragraph (a)) treated as existing at the Primary Supply Meter Point, shall be taken to imply that any User has arranged with the Transporter for the conveyance of gas beyond the Primary Supply Meter Point.

1.8.4 Where there is a Sub-deduct Arrangement:

- (a) each of the Supply Meter Points (including the Primary Supply Meter Point) referred to in paragraph 1.8.2(a), or (as the case may be) treated as existing in accordance with paragraph 1.8.3(a), is a "**Sub-deduct Supply Meter Point**";
- (b) each relevant meter shall for the purposes of Section M2 be treated as a Supply Meter (a "**Sub-deduct Supply Meter**") provided by the Transporter; provided that:
 - (i) the same person must be appointed as Meter Reader in respect of all Non-Daily Read Sub-deduct Supply Meters in a particular Sub-deduct Arrangement;
 - (ii) the Meter Reading Frequency in respect of each Non-Daily Read Sub-deduct Supply Meter shall be the Meter Reading Frequency of the primary Non-Daily Read NDM Sub-deduct Supply Meter;
 - (iii) where reasonably practicable, the Meter Reads for all Non-Daily Read Sub-deduct Supply Meters shall be undertaken on the same Day as a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter; and a Meter Reading in respect of any Non-Daily Read Sub-deduct Supply Meter shall not be a Valid Meter Reading unless Meter Reads were undertaken for all Non-Daily Read Sub-deduct Supply Meters within a period of 5 [Supply Point Systems](#) Business Days commencing on the Day 2 [Supply Point Systems](#) Business Days before the Day of a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter;
 - (iv) where the Transporter is the person appointed (pursuant to paragraph (i)) as Meter Reader, the Transporter agrees that its charges to Registered Users for Meter Reads at Non-Daily Read Sub-deduct Supply Meters (other than the primary such meter) will not be increased if the Meter Reading Frequency under paragraph (ii) is greater than that which would otherwise be required under Section M5;

Comment [Dentons5]: Modification 463S

Comment [Dentons6]: Modification 463S

- (c) for the purposes of paragraph (b) the primary Non-Daily Read Sub-deduct Supply Meter is the Non-daily Read Sub-deduct Supply Meter which is furthest upstream in the Sub-deduct Arrangement (and for the avoidance of doubt may be the relevant meter at the Primary Supply Meter Point);
- (d) each Sub-deduct Supply Meter Point shall have a separate Annual Quantity, and may be the subject of separate Supply Point Nominations and/or Supply Point Confirmations and may be comprised in a separate Supply Point;
- (e) the details in the Supply Point Register will reflect the premises at which each Sub-deduct Supply Meter is actually located; and
- (f) the Registered User of a Supply Point which includes a Sub-deduct Supply Meter Point is a "**Sub-deduct Registered User**".

1.8.5 Upon any Meter Reads in respect of the relevant meters in a Sub-deduct Arrangement:

- (a) in respect of each Sub-deduct Supply Meter there shall be attributed to the Sub-deduct Registered User a volume (the "**Sub-deduct Volume**") determined as the Metered Volume in respect of the associated relevant meter less the sum of the Metered Volumes for all dependent relevant meters;
- (b) the Metered Quantity determined in respect of each Sub-deduct Supply Meter in accordance with Section M1.5.3 will be determined on the basis of the Sub-deduct Volume.

1.8.6 In the case of a Sub-deduct Arrangement which forms part of a System, the Transporter reserves the right at its cost to undertake works to extend the relevant System by laying additional pipes so as to cause any Sub-deduct Supply Meter Point to cease to be comprised in the relevant Sub-deduct Arrangement; provided that the Transporter will not undertake such works without first obtaining the consent (not to be unreasonably withheld) of the Registered User of each Supply Point affected thereby and in undertaking such works will endeavour to minimise the disruption to the offtake of gas from the relevant System at such Supply Points (but subject thereto will not be in breach of its obligation to make gas available for offtake from the Total System by reason of the carrying out of such works).

1.8.7 Where, in relation to any relevant meter at which the Class 1 Requirement applies, there is any dependent meter which is not a Class 1 or Class 2 Supply Meter, the Supply Meter Point at which the relevant meter is installed shall (notwithstanding that the Class 1 Requirement applies and the Class 1 Meter Read Requirements are satisfied, and notwithstanding any other provision of the Code), unless otherwise agreed between the Transporter and the Registered User, be a Class 3 or Class 4 Supply Point.

1.9 Supply Point Register

1.9.1 **Each Transporter** Subject to GT Section D2.4.2, the CDSP has established and (without prejudice to paragraph 1.9.8) will maintain a register ("**Supply Point Register**") of all Supply Meter Points, Supply Points and Supply Point Premises located on a System(s) operated by the Transporter.

1.9.2 In the Supply Point Register:

- (a) each Supply Meter Point will be identified by a unique number (the "**Supply Meter Point Reference Number**") assigned with effect from 1 March 1996 or in the case of a new Supply Meter Point the date on which the Supply Meter Point is entered in the register in accordance with paragraph 7.3.1;
 - (b) for each Supply Meter Point:
 - (i) the post code ("**Meter Post Code**") of the address at which the Supply Meter is located will be recorded;
 - (ii) a code ("**Meter Link Code**") will be assigned to indicate whether the Supply Meter Point is a Sub-deduct Supply Meter Point, and if so whether it is the Primary Supply Meter Point;
 - (iii) a code ("**Market Sector Code**") will be assigned to indicate whether the Supply Point Premises are Domestic Premises or Non-domestic Premises;
 - (c) each Supply Point will be identified by a unique number (the "**Supply Point Registration Number**") assigned with effect from the Supply Point Registration Date; and
 - (d) the details specified in the UK Link Manual will be recorded in respect of each Supply Meter Point, Supply Point and Supply Point Premises.
- 1.9.3 The Supply Meter Point Reference Number will continue to be assigned to a Supply Meter Point which has been Isolated.
- 1.9.4 The Supply Point Registration Number of a Supply Point and the Supply Meter Point Reference Number of any Supply Meter Point comprised therein will not be changed during the relevant Supply Point Registration.
- 1.9.5 A ~~UserParty~~ shall not be entitled to have access to the information contained in the Supply Point Register except to the extent the Code provides for such information to be made available to such User.
- 1.9.6 Upon a request by any User identifying a Supply Meter Point by quoting the Supply Meter Point Reference Number and Meter Post Code, the ~~TransporterCDSP~~ will provide to the User certain of the details (such details being specified in the UK Link Manual for the purposes of this provision) recorded in the Supply Point Register of the Supply Point(s) in which the Supply Meter Point is comprised.
- 1.9.7 Following the rejection of a Supply Point Nomination pursuant to paragraph 2.3.6(b) or a Supply Point Confirmation pursuant to paragraph 2.6.2(b):
- (a) the Proposing User may within 10 ~~Supply Point Systems~~ Business Days after such rejection notify the ~~TransporterCDSP~~ that the User considers that any details recorded in respect of the Proposed Supply Point in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register; and
 - (b) where the User so notifies the ~~TransporterCDSP~~:

Comment [Dentons7]: Modification 463S

- (i) the User shall at the same time provide details of what it considers the relevant details should be and its reasons for so considering; and
- (ii) the ~~Transporter~~CDS~~P~~ will, as soon as reasonably practicable after the User's notification, consider the details and reasons provided by the User, and where it is reasonably satisfied that any of the relevant details in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register, the ~~Transporter~~-CDS~~P~~ will (within 5 Days after being so satisfied) amend the Supply Point Register in respect of such details and will not reject (on the same grounds) a further Supply Point Nomination or Supply Point Confirmation in respect of the Proposed Supply Point.

1.9.8 Without prejudice to any other provision of the Code, ~~Users~~the Parties and the ~~Transporter agree~~CDS~~P shall~~:

- (a) ~~to~~ cooperate with a view to ensuring that the information contained in the Supply Point Register is at all times as accurate as is possible; and
- (b) each ~~to~~ use reasonable endeavours to secure that it becomes aware, insofar as it might reasonably be expected to become aware, of any inaccuracy in the information contained in the Supply Point Register, and to inform (in the case of a ~~User Party~~) the ~~Transporter~~CDS~~P~~ or (in the case of the ~~Transporter~~)CDS~~P~~ either one or both of the Registered User and the Transporter of such inaccuracy,

but nothing in this paragraph 1.9.8 shall imply that the Supply Point Register is capable of being amended other than as provided in this Section G or Section M.

1.9.9 Not Used.

1.9.10 Where:

- (a) as a result of a change in Supply Point Premises from Domestic Premises to Non-domestic Premises or visa versa, the Market Sector Code recorded in the Supply Point Register in relation to a Supply Point ceases to be accurate; or
- (b) the Registered User identifies an error in the Market Sector Code in relation to a Registered Supply Point,

the Registered User shall, as soon as reasonably practicable, amend the Supply Point Register accordingly by a Supply Point Amendment.

1.9.11 A Supply Point Registration may be modified, where the Code requires or permits such modification:

- (a) by a Supply Point Reconfirmation, or
- (b) by the ~~Transporter~~CDS~~P~~, upon notice from a Proposing User, pursuant to paragraph 1.9.7 or Section M3.2.1, or
- (c) only as respects those details specified in Annex G1, by an amendment ("**Supply Point Amendment**") subject to and in accordance with Annex G1.

1.10 Business Day

- 1.10.1 ~~In this Section G any reference to a~~ "Business Day" is a reference to a Day other than:
- (a) a Saturday, a Sunday or a bank holiday in England and Wales; and
 - (b) the Day which would (but for this paragraph (b)) be the first Business Day after 1 January.

Comment [Dentons8]: Modification 463S

1.10.2 A "Supply Point Systems Business Day" in this Section G and Section M is a reference to a Day other than a Saturday, a Sunday or a bank holiday in England and Wales.

Comment [Dentons9]: Modification 463S

~~1.10.2~~ 1.10.3 The ~~Transporters~~ CDSP will maintain and not later than 30 September in each year provide to each ~~User Party~~ a separate list of Days in the following calendar year (other than Saturdays and Sundays) which are not Business Days ~~or Supply Point Systems Business Days under paragraphs 1.10.1 and 1.10.2.~~

Comment [Dentons10]: Modification 463S

Comment [Dentons11]: Modification 463S

1.11 Changes in Supply Point Classification, etc

- 1.11.1 Any change in the relevant classification of a Supply Meter Point or Supply Point or a meter reading election in relation to a Supply Meter, shall be given effect only upon and by way of:
- (a) Supply Point Confirmation or (as the case may be) Supply Point Reconfirmation; or
 - (b) where permitted under Annex G-1, Supply Point Amendment;
- and the provisions of paragraph 1.5 and Section A4 as to the relevant classification shall be construed accordingly.
- 1.11.2 Where, by virtue of a change in the Annual Quantity, a Supply Meter Point or Supply Point is required (in accordance with any provision of the Code) to be classified differently from the prevailing relevant classification, the Registered User shall make a Supply Point Reconfirmation or Supply Point Amendment to give effect to such revised classification for a Supply Point Registration Date or (as the case may be) amendment date not more than 2 months after:
- (a) subject to paragraph (b), the relevant date (as provided in paragraph 1.11.4(b));
 - (b) in the case of a change within paragraph 1.5.5, the date when the Class 1 Meter Read Requirements are satisfied.
- 1.11.3 Where pursuant to any provision of the Code (and other than upon a change in the Annual Quantity) the Registered User is entitled to elect for a change in Class of a Supply Meter Point or make a meter reading election in relation to a Supply Meter:
- (a) subject to paragraph (b), the Registered User may not make such an election with effect from a date less than 2 months after the effective date of the last change in Class of the Supply Meter Point or (as the case may be) meter reading election in relation to the Supply Meter;
 - (b) paragraph (a) does not apply in respect of a change of Class or meter reading

election under a Supply Point Confirmation under which the Proposing User is not an Existing Registered User, or made for the purposes of recording a change in supplier.

1.11.4 For the purposes of this paragraph 1.11:

- (a) "**relevant classification**" means the Class of a Supply Meter Point or the classification of a Supply Point as Smaller or Larger;
- (b) the relevant date is the date of the change in status of the Supply Meter Point or Supply Point in question, or other date with effect from which the requirement for reclassification first arises;
- (c) a "**meter reading election**" is an election in relation to a Class 3 Supply Meter of the Batch duration (in accordance with Section M5.8.1) or in relation to a Class 4 Supply Meter of the Meter Read Frequency (in accordance with Section M5.9.1).

1.12 Contingencies

In the event of a Class A Contingency the times by which before the start of each Gas Year details of Annual Quantities and other information in respect of Supply Points are (pursuant to this Section G) to be provided to Users will be deferred by a period commensurate with the duration of the relevant Code Contingency.

1.13 Code Communications

1.13.1 For a period of 3 months after the User Accession Date, or if sooner until such time as the aggregate Transportation Charges payable by the User in aggregate to all Transporters in respect of any month exceed £20,000, a User may elect to make and receive all Code Communications under paragraphs 1 to 3 of this Section G as Conventional Notices.

1.13.2 Code Communications made under paragraph 1.13.1 must be made in the same format (as described in the UK Link Manual) as that in which such communications would have been made if made as UK Link Communications.

1.14 Failure to revise Supply Point Register

1.14.1 If on any Day, as a result of a failure by the **Transporter CDSP** to revise the Supply Point Register in accordance with the provisions of the Code:

- (a) a Supply Meter Point, in respect of which the User has submitted a Supply Point Withdrawal which has become effective in accordance with paragraph 3.2, remains registered in the name of the User in the Supply Point Register; or
- (b) a Supply Meter Point, in respect of which the User has submitted a Supply Point Confirmation which has become effective in accordance with paragraph 2.8.7(a) or 2.9.1, has not become registered in the name of the User in the Supply Point Register

then, in view of (and without prejudice to) Section E1.8.2, where the effect on the determination of the Energy Balancing Charges payable by the User is material,

National Grid NTS may make a payment to or require a payment from the User of an amount reasonably estimated by National Grid NTS as required (having regard to the User's Daily Imbalance for the Day, whether such imbalance was positive or negative) to compensate the User or National Grid NTS for the inclusion or (as the case may be) exclusion (in the determination of such Energy Balancing Charges) of the quantity of gas offtaken from the Total System on the Day in the calculation of the User's Daily Imbalance.

- 1.14.2 Amounts paid by or to National Grid NTS pursuant to paragraph 1.14.1 will be additional Monthly Adjustment Neutrality Costs or (as the case may be) additional Monthly Adjustment Neutrality Revenues for the purposes of Section F4.5.3 in the month in which they are paid.
- 1.14.3 For the avoidance of doubt, the Supply Meter Points which are to be taken into account in determining the Transportation Charges, Scheduling Charges and other charges (other than Energy Balancing Charges other than Scheduling Charges (but without prejudice to paragraph 1.14.1)) payable by a User shall be those which (but for any such failure as is referred to in paragraph 1.14.1) would be registered in the name of the User.

1.15 Not Used

1.16 Mandatory Allocation Agencies

- 1.16.1 All Users agree that (subject to and in accordance with this paragraph 1.16) if the conditions in paragraph 1.16.2 are satisfied and any User (the "**applicant User**") shall so require, a Supply Meter Point (the "**relevant Supply Meter Point**") shall become a Shared Supply Meter Point, in relation to which the applicant User and each Existing Registered User shall be Sharing Registered Users and shall appoint the consumer as Sharing Registered User Agent pursuant to an Agreement (the parties to which shall be each such User and the consumer, but for the avoidance of doubt not the Transporter ~~or the CDS~~ **or the CDS**) in the terms ("**Mandatory Allocation Agency Terms**"), subject to paragraph 1.16.2(e), in Annex G-2.
- 1.16.2 The conditions referred to in paragraph 1.16.1 are that:
- (a) the relevant Supply Meter Point is eligible (in accordance with paragraph 1.7.3) to be a Shared Supply Meter Point;
 - (b) the requirement in paragraph 1.7.6 would be (or will continue to be) satisfied;
 - (c) the applicant User is willing to appoint the consumer as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms;
 - (d) the consumer is willing to act as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms; and
 - (e) no existing Registered User would be obliged by virtue of the Shipper's Licence to submit a Supply Point Objection in respect of the Applicant User's Supply Point Confirmation.
- 1.16.3 Where the applicant User wishes to become a Sharing Registered User pursuant to paragraph 1.16.1:

- (a) the User shall submit to the **TransporterCDSP** a notification to that effect, identifying the consumer and the relevant Supply Meter Point, together with:
 - (i) an Agreement in the Mandatory Allocation Agency Terms, completed with details of the relevant Supply Meter Point, the effective date (consistent with paragraph 1.7.10(b)(ii) on the basis of paragraph (e) below) of the Agreement and the names of the applicant User and Existing Registered User(s) and the consumer (in the capacity of agent), in a number of originals equal to the number of proposed parties thereto, each executed by the applicant User and consumer but undated;
 - (ii) a signed irrevocable authority by the consumer in favour of the **TransporterCDSP** to date and deliver the Agreement in accordance with paragraph (d);
- (b) the **TransporterCDSP** will notify each Existing Registered User thereof enclosing a copy of the applicant User's notification and a copy of the Agreement;
- (c) pursuant to paragraph 1.16.1, each Existing Registered User shall, provided the conditions in paragraph 1.16.2 are satisfied, arrange for the execution of each original of the Agreement not later than the 10th **Supply Point Systems** Business Day after the **Transporter'sCDSP's** notification under paragraph (b);
- (d) when each Existing Registered User has complied with paragraph (c), the **TransporterCDSP** will (and each relevant User hereby authorises the **TransporterCDSP** to) date and deliver the Agreement on behalf of each such User and the consumer, and provide two originals to the applicant User and one each to each other such User; and
- (e) the Agreement once executed by each Existing Registered User shall take effect as a Shared Supply Meter Point Notification for the effective date specified in the Agreement, subject to paragraph 1.7.10(c), and no Supply Point Objection may be submitted by any Existing Registered User nor (if submitted) shall be effective.

Comment [Dentons12]: Modification 463S

1.16.4 Subject to paragraph 1.16.5, if any Existing Registered User fails to execute an Agreement pursuant to paragraph 1.16.3(c) by the date therein specified:

- (a) such User shall be deemed to have submitted a Supply Point Withdrawal in respect of the relevant Supply Point, which shall be effective on the effective date specified in the Agreement, pursuant to paragraph 3.2.3; and
- (b) the Agreement shall take effect (unless there was no other Existing Registered User), subject to paragraph 1.7.19, and the Supply Point Confirmation submitted by the applicant User shall become effective, and the applicant User shall not be entitled to submit a Supply Point Withdrawal within the period referred to in 3.2.4.

1.16.5 Paragraph 1.16.4 shall not apply if any Existing User submits to the **TransporterCDSP** by the date specified in paragraph 1.16.3(c) written confirmation to the effect that the condition in paragraph 1.16.2(e) is not satisfied.

1.17 Supply Point Enquiries

1.17.1 A User (an "Enquiring User") contemplating submitting:

- (a) a Supply Point Nomination in respect of a Larger Supply Point or a New Smaller Supply Point;
- (b) a Supply Point Confirmation in respect of a Smaller Supply Point,

(the "prospective" Supply Point Nomination or Supply Point Confirmation) may first submit an enquiry (a "Supply Point Enquiry") to the CDSP as to the matters referred to in paragraph 1.17.6.

1.17.2 For the purposes of this paragraph 1.17, references to the 'Proposed Supply Point' are to what would be the Proposed Supply Point if the Enquiring User were to submit the prospective Supply Point Nomination or Supply Point Confirmation.

1.17.3 A Supply Point Enquiry:

- (a) shall specify:
 - (i) in the case of a prospective Supply Point Nomination the details which would be required to be specified pursuant to paragraphs 2.3.2(a) to (c);
 - (ii) in the case of a prospective Supply Point Confirmation the Supply Meter Point Reference Number in respect of which the enquiry is submitted;
- (b) may in addition specify a period ("**relevant consumption period**") (for which purpose the Enquiring User shall specify a start and an end date) in respect of which the Enquiring User wishes to know the quantity of gas offtaken at each Supply Meter Point ("**relevant meter point**") comprised in the Proposed Supply Point during such period.

1.17.4 For the purposes of paragraph 1.17.3(b) the relevant consumption period shall:

- (a) commence no earlier than:
 - (i) subject to paragraph (ii), the date falling 12 months prior to the date on which the Supply Point Enquiry is submitted;
 - (ii) if later, the date on which the consumer currently consuming gas offtaken from the Total System at any Supply Meter Point comprised in the Proposed Supply Point first started to consume gas;
- (b) end no later than the day falling 5 days before the date on which the Supply Point Enquiry is submitted.

1.17.5 The ~~Transporter~~CDSP will reject a Supply Point Enquiry:

- (a) made in respect of a Larger Supply Point or New Smaller Supply Point where the ~~Transporter~~CDSP would be required, or (as the case may be) entitled, to

reject a Supply Point Nomination pursuant to paragraph 2.3.6;

- (b) made in respect of a Smaller Supply Point where the **TransporterCDSP** would be required, or (as the case may be) entitled, to reject a Supply Point Confirmation pursuant to paragraph 2.6.2;
- (c) where specified, the relevant consumption period is not in accordance with paragraph 1.17.4.

1.17.6 Where the **TransporterCDSP** accepts the Supply Point Enquiry the **Transporter'sCDSP's** notice under paragraph 1.17.5 shall specify in relation to the Proposed Supply Point:

- (a) the address of the Supply Point Premises;
- (b) the Supply Meter Point Reference Number, manufacturer's serial number and (where the Proposed Supply Point comprises a Sub-deduct Supply Meter Point) the Meter Link Code of each Supply Meter Point comprised in the Proposed Supply Point;
- (c) where the Proposed Supply Meter Point includes a Class 3 or 4 Supply Meter:
 - (i) the Applicable End User Category in accordance with Section H1.7;
 - (ii) details of the Supply Point Capacity;
 - (iii) in the case of a Class 3 Supply Meter, the prevailing Batch Period;
 - (iv) in the case of a Class 4 Supply Meter, the prevailing Meter Reading Frequency;
- (d) the Exit Zone (and if applicable) the LDZ in which the Proposed Supply Point is located;
- (e) the Annual Quantity of each Supply Meter Point comprised in the Proposed Supply Point; and
- (f) where the Enquiring User specified a relevant consumption period when submitting each Supply Point Enquiry, the quantity of gas offtaken at each relevant meter point comprised in the Proposed Supply Point calculated as the sum for the relevant meter point of the Prevailing Reconciled UDQO for each Day in the relevant consumption period.

1.17.7 For the purposes of paragraph 1.17.1, an Enquiring User shall be taken to be contemplating submitting a Supply Point Nomination or Supply Point Confirmation where prior to submitting a Supply Point Enquiry it has obtained written or verbal consent from the relevant consumer at the Proposed Supply Point (whether directly or indirectly through the relevant Supplier) to the submission of a Supply Point Enquiry in respect of the Proposed Supply Point.

1.17.8 The Enquiring User shall retain evidence of the consumer's consent for the purposes of paragraph 1.17.7 and where requested by the **TransporterCDSP** (whether at the time of the Supply Point Enquiry or thereafter) provide such evidence to the **TransporterCDSP**.

1.18 Site visit Appointments

1.18.1 This paragraph 1.18 applies where:

- (a) the User believes that the information set out in the Supply Point Register that:
 - (i) has been provided by the Transporter pursuant to the Code; or
 - (ii) subject to paragraph (e) below, relates to Meter assets

is incorrect;

- (b) the User has so notified the TransporterCDSP, providing details of the information which the User believes to be incorrect, what the User believes to be the correct information and the contact details for the consumer at the Supply Point Premises (the "**relevant consumer**");
- (c) following such notification, the TransporterCDSP has been unable (after examining the details contained in the Supply Point Register) to resolve the matter notified by the User (the "**relevant matter**"); and the CDSP has notified the Transporter;
- (d) subject to paragraph (e) below, the User has accordingly requested the Transporter and the Transporter has agreed to endeavour to contact the relevant consumer and has consequently arranged with such consumer a time and date when the Transporter may visit the Supply Point Premises to investigate the relevant matter (a "**Site Visit Appointment**");
- (e) a Site Visit Appointment shall not include any visit (whether undertaken or not) to the consumer's premises which:
 - (i) is subject to the standards of performance set out in the Gas (Standards of Performance) Regulations 2002;
 - (ii) after the Metering Separation Date, relates to Meter assets.

1.18.2 Where a Site Visit Appointment has been arranged as set out in paragraph 1.18.1, subject to paragraph 1.18.3, the Transporter will during normal business hours (08:30 hours to 17:00 hours), or on such date and time as the Transporter and the consumer may agree, visit the Supply Point Premises and (subject to being given the required access) investigate the relevant matter.

1.18.3 Where a Site Visit Appointment has been arranged, the Transporter may require that the User attend at the Supply Point Premises at such time and date, and where the Transporter so requires, the Transporter will not be required to investigate the relevant matter if the User does not so attend and such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.2.1.

1.18.4 If the Transporter is unable (upon such a visit) to obtain the access required to investigate the relevant matter, the Transporter shall not be required to revisit the Supply Point Premises; and

- (a) if the Transporter did not require (pursuant to paragraph 1.18.3) the User to attend, the Transporter will so inform the User as soon as reasonably practicable after making such visit; and
- (b) such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.2.1.

1.19 DNO Users

In this Section G references to Users exclude DNO Users.

1.20 Reduction of Offtake at Firm Supply Points

1.20.1 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 1.20.3, inform the Transporter (and not the CDSP) of the matters set out in paragraph 1.20.2, 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.

1.20.2 The matters to be informed by the Registered User to the Transporter pursuant to paragraph 1.20.1 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.

1.20.3 For the purposes of paragraph 1.20.1 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 1.20.1 only by Batch Transfer Communication, and will promptly inform the Transporter by telephone or facsimile of the transmission of each such Batch Transfer Communication.

1.20.4 Where the Transporter notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 1.20.3, that User will promptly send to the Transporter by facsimile the information contained in that Batch Transfer Communication.

1.21 Trader User

In this Section G references to Users exclude Trader Users.

1.22 CSEP Supply Meter Points

1.22.1 A reference in the Code to the Registered User of a CSEP Supply Point is to the User (as IGTS User) which is the Registered IGTS User of the corresponding IGTS Supply Point in accordance with IGTAD Section A2.1), and references:

- (a) to the Registered User of a CSEP Supply Meter Point, or
- (b) in the context of a User, to a Registered CSEP Supply Point or CSEP Supply Meter Point,

shall be construed accordingly.

1.22.2 ~~Each Transporter~~The CDSP has established and will maintain, in relation to each Unmetered Connected System Exit Point, a register ("CSEP Supply Point Register") in respect of CSEP Supply Meter Points and CSEP Supply Points which reflects the details (relating to IGTS Supply Meter Points and IGTS Supply Points) provided by the Independent Gas Transporter under IGTAD Section D3.1.

1.22.3 The ~~Transporter Agency~~CDSP may maintain the CSEP Supply Point Register on a combined basis with the supply point register maintained (pursuant to the arrangements referred to in IGTAD Section A1.6) for the Independent Gas Transporter.

1.22.4 The CSEP Supply Point Register is maintained for the purposes of enabling the Transporter to implement relevant provisions of the Transportation Principal Document in relation to CSEP Supply Meter Points and CSEP Supply Points, and (except as otherwise provided in this Document) changes to the CSEP Supply Point Register will be made only to reflect changes notified to the ~~Transporter~~CDSP by the Independent Gas Transporter (and Users may not directly require changes in the CSEP Supply Point Register).

1.22.5 In this Section G, references to the Supply Meter Point Reference Number or other details in relation to a CSEP Supply Meter Point or CSEP Supply Point are to the equivalent details maintained in the CSEP Supply Point Register.

1.22.6 In this Section G, unless otherwise expressly provided, references to Supply Meter Points and Supply Points do not include CSEP Supply Meter Points or CSEP Supply Points.

1.23 Communications

1.23.1 Unless otherwise stated, any TPD Communication to be given by or to a Party under this Section G shall be given to or by the CDSP.

1.24 CDSP Functions

1.24.1 Direct Functions of the CDSP to support implementation of this Section G are:

- (a) determining Annual Quantities;

- (b) managing Shared Supply Meter Point notifications;
- (c) maintaining the Supply Point Register;
- (d) responding to Supply Point Enquiries;
- (e) implementing Supply Point registration processes in accordance with paragraphs 2, 3 and 5; and
- (f) undertaking query management in respect of the Supply Point Register.

1.24.2 Agency Functions of the CDSP to support implementation of this Section G are:

- (a) apportioning liability as between Sharing Registered Users for the purposes of paragraph 1.7.13;
- (b) notifying consumers of the requirement for a Supply Contract for the purposes of paragraph 2.11.9;
- (c) calculating re-establishment charges for the purposes of paragraph 3.7.4; and
- (d) administering Interruption Invitations.

2 SUPPLY POINT REGISTRATION

2.1 Introduction

- 2.1.1 A User may apply to become the Registered User in respect of a Supply Point in accordance with this paragraph 2.
- 2.1.2 In order for a User (the "**Proposing User**") to become the Registered User in respect of a Supply Point:
- (a) where the Proposed Supply Point is a Larger Supply Point, then the User must make a Supply Point Nomination in accordance with paragraph 2.3, in response to which the TransporterCDSP will (subject as provided in this Section G) submit to the Proposing User a Supply Point Offer in accordance with paragraph 2.4; and
 - (b) the Proposing User must make a Supply Point Confirmation in accordance with paragraphs 2.5 to 2.7 which become effective in accordance with paragraphs 2.8 to 2.10.
- 2.1.3 For the purposes of this paragraph 2 a "**Proposed**" Supply Point is the Supply Point which is the subject of a Proposed Supply Point Registration.
- 2.1.4 In respect of a Proposed Supply Point Registration:
- (a) a "**Supply Point Nomination**" is a communication by a Proposing User in respect of a Larger Supply Point requesting a Supply Point Offer from the TransporterCDSP:

- (b) a "**Supply Point Offer**" is a communication by the ~~Transporter~~CDSP to a Proposing User providing information in respect of a Larger Supply Point; and
- (c) a "**Supply Point Confirmation**" is a communication by a Proposing User to the ~~Transporter~~CDSP requesting Supply Point Registration in respect of a Proposed Supply Point.

2.1.5 The Code provides that the ~~Transporter~~CDSP will ~~or may~~ reject in certain cases a Supply Point Nomination or Supply Point Confirmation; and any reference in this Section G to such a rejection by the ~~Transporter~~CDSP is to a rejection in accordance with any such provision of the Code.

2.1.6 Where the Transporter has given a Termination Notice (under Section V4) to a User, the Transporter may decide:

- (a) to reduce any of the periods and/or curtail any of the procedures provided for in this Section G in relation to any Supply Point Nomination or Supply Point Confirmation by any other User in respect of; or
- (b) to implement any other procedure for the registration in the name of any other User (who wishes to become the Registered User) of

any Supply Meter Points of which the Discontinuing User was the Registered User.

2.1.7 For the purposes of paragraphs 2.1.8, 2.1.9, 2.1.10, 2.1.11, 2.1.12 and 2.1.13:

- (a) where a User has been given a Termination Notice by National Grid NTS (under Section V4), all Supply Meter Points in respect of which the Discontinuing User was the Registered User immediately prior to the User Discontinuance Date shall be known as the "**Terminated Supply Meter Points**";
- (b) a "**Supplier of Last Resort**" is a supplier whom by virtue of Standard Condition 8 of the Supplier's Licence has been directed by the Authority to supply gas in accordance with that condition in respect of any or all of the Terminated Supply Meter Points;
- (c) "**the Last Resort User**" is a User who is the first User, following the appointment of the Supplier(s) of Last Resort, to become the Registered User of all of the Terminated Supply Meter Points;
- (d) "**day of issue**" is the Day following the day of notification;
- (e) "**day of notification**" is the Day on which the Transporter receives written notice from the Authority of the appointment and identity of the Last Resort User; and
- (f) "**TSMP Information**" is relevant information (including, but not limited to, Protected Information) relating to the Terminated Supply Meter Points to which the Discontinuing User would have had access through UK Link, immediately prior to the User Discontinuance Date.

- 2.1.8 Where National Grid NTS has given a Termination Notice (under Section V4) to a User and the Authority directs a Supplier of Last Resort in respect of a Terminated Supply Meter Point, then notwithstanding any other provision of Code, the Last Resort User shall become the Registered User of the Terminated Supply Meter Points, thereby accepting the benefit of the rights and the burden of obligations under Code, the Framework Agreement and any relevant Ancillary Agreement, in respect of the Terminated Supply Meter Points (including without limitation the payment of Transportation Charges and Energy Balancing Charges in respect thereof) with effect from and including the date of the appointment of the Supplier of Last Resort.
- 2.1.9 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points the **TransporterCDSP** shall use reasonable endeavours, subject to paragraphs 2.1.11, 2.1.12 and 2.1.13, to provide to the Last Resort User on the day of issue a copy of the TSMP Information which can be accessed by the Last Resort User through UK Link.
- 2.1.10
- (a) The Transporter shall undertake a review of the Last Resort User's Code Credit Limit and (in the case of National Grid NTS) Secured Credit Limit as soon as reasonably practicable following the day of notification, and shall advise the Last Resort User, as soon as reasonably practicable thereafter but in any event not later than 3 Days after the day of notification, of any further security that will be required to be provided by the Last Resort User in accordance with paragraph 2.1.10(b).
 - (b) In the event that following the review referred to in paragraph 2.1.10 the Transporter notifies the Last Resort User that additional security is required, then the Last Resort User shall be obliged to provide the requisite security in accordance with the Code or Energy Balancing Credit Rules (as appropriate) in favour of the Transporter (or National Grid NTS) as soon as reasonably practicable thereafter but in any event no later than 14 Days of the day of notification and upon receipt of that security the Transporter shall revise the Last Resort User's Code Credit Limit (and/or in the case of National Grid NTS) Secured Credit Limit (as appropriate) as soon as reasonably practicable thereafter but in any event no later than 14 Days after the date of notification to take effect from the date of that revision.
 - (c) In the event that security is required to be provided by the Last Resort User pursuant to paragraph 2.1.10 but the Last Resort User fails to provide the security in accordance with paragraph 2.1.10(b), then the Code Credit Limit and/or Secured Credit Limit (as appropriate) shall not be revised pursuant to this paragraph 2.1.10 and the Transporter shall be entitled to exercise those rights and remedies available to it pursuant to V3.3 or Section X, as appropriate.
- 2.1.11 By virtue of this paragraph 2.1.11 the Discontinuing User hereby is deemed to have given its written consent for the purposes of both paragraph V5.5.2(a) and Section 105 of the Utilities Act 2000 (as amended from time to time) to the Transporter to disclose to the Last Resort User the TSMP Information pursuant to paragraph 2.1.9 above.

- 2.1.12 It is acknowledged that the TSMP Information contains information which has been provided to the **Transporter CDSF** by the Discontinuing User and accordingly the Last Resort User hereby acknowledges and agrees that:
- (a) the TSMP Information disclosed to it pursuant to paragraph 2.1.9 above shall not have been independently verified;
 - (b) it shall be solely responsible for making its own judgement and decision on the TSMP Information disclosed to it;
 - (c) neither the **Transporter CDSF** nor any of its employees, agents, consultants, advisers or directors, accept responsibility for, or make any representation or warranty (express or implied) regarding, the accuracy or completeness of the content of the TSMP Information; and
 - (d) the **Transporter CDSF** shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.
- 2.1.13 For the purposes **only of enabling the Transporter to comply with the provisions** of paragraph 2.1.9, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Transporter may reasonably require, including, without limitation, executing any relevant documents, deeds and assignments, or perform such acts, necessary to ensure compliance with the provisions of the Data Protection Act 1998 (as may be amended from time to time).
- 2.1.14 Unless the context otherwise requires, references in this Section G to details to be included in a Supply Point Nomination, Supply Point Offer or Supply Point Confirmation are to details which would (if the Proposing User submits a Supply Point Confirmation and/or if the Supply Point Confirmation becomes effective) apply in respect of the Proposed Supply Point Registration.

2.2 Current, New and Existing Supply Points

2.2.1 In relation to a Proposed Supply Point Registration:

- (a) an "**Existing Supply Point**" is a Supply Point which (at the relevant time):
 - (i) is the subject of an existing Supply Point Registration (which may be a registration in the name of the Proposing User); and
 - (ii) comprises the Supply Meter Point which is comprised in the Proposed Supply Point; and
- (b) an "**Existing Registered User**" is a User (who may be the Proposing User) who is the Registered User in respect of an Existing Supply Point.

2.2.2 Subject to paragraph 2.8.3, the Proposing User will not be entitled to have access to the identity of the Existing Registered User(s).

2.2.3 A "**Supply Point Reconfirmation**" or a "**Supply Point Renomination**" is a Supply Point Confirmation or (as the case may be) Supply Point Nomination submitted by the Existing Registered User of an Existing Supply Point; and where the Code provides for a Supply Point Reconfirmation to be made in respect of a Larger Supply Point, the Code

shall be deemed also to provide for an appropriate Supply Point Renomination to be made.

- 2.2.4 A "**Supply Point Commodity Rate Renomination**" is, where the Existing Registered User had previously confirmed in accordance with Section B3.12.7 that the Applicable Commodity Rate in respect of the Existing Supply Point was to be the NTS Optional Commodity Rate, a Supply Point Nomination submitted by the Existing Registered User of the Existing Supply Point where:
- (a) the Existing Registered User nominates that the Applicable Commodity Rate at the Existing Supply Point is not to be the NTS Optional Commodity Rate; or
 - (b) the NTS Optional Commodity Rate having previously been de-applied in accordance with sub-paragraph (a) above, the Existing Registered User wishes to re-apply for the NTS Optional Commodity Rate at the Existing Supply Point.

2.3 Supply Point Nomination

- 2.3.1 A User may make a Supply Point Nomination in respect of a Larger Supply Point in accordance with paragraph 2.1.2 and this paragraph 2.3. Where a Proposing User wishes to make a Supply Point Nomination in respect of a Larger Supply Point for the purpose of in the case of an LDZ Supply Point increasing Supply Point Capacity for such Supply Point then the Proposing User may use the following process:
- (a) (provided that the Proposed Supply Point will be an Existing Supply Point) the User may submit, as appropriate, one or more Supply Point Nominations in accordance with paragraph 2.3 to nominate in the case of an LDZ Supply Point the prevailing Supply Point Capacity any such Supply Point Nomination shall be referred to as a "**Supply Point First Nomination**"; and
 - (b) at any time up to the date of the Supply Point Offer in respect of the Supply Point First Nomination the User may also submit, as appropriate, in accordance with paragraph 2.3, one or more Supply Point Nominations to in the case of an LDZ Supply Point increase the Supply Point Capacity (and any such Supply Point nomination shall be referred to as "**Supply Point Second Nomination**").
- 2.3.2 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall comply with the provisions of paragraph 2.3.9 and any other Supply Point Nomination shall specify:
- (a) the identity of the Proposing User;
 - (b) the Supply Meter Point Reference Number in respect of the Supply Meter Point comprised in the Proposed Supply Point;
 - (c) in respect of that Supply Meter Point:
 - (i) the Meter Post Code;
 - (ii) the Class of the Supply Meter Point;

- (iii) where the Proposed Supply Point includes a Class 3 Supply Meter the Batch Period for the Supply Meter;
- (d) in the case of an LDZ Supply Point where the Proposed Supply Point is a DM Supply Point, the proposed Supply Point Capacity and proposed Supply Point Offtake Rate in respect of the DM Supply Point, in compliance with the requirements of paragraph 5;
- (e) where the Proposed Supply Point is a Class 4 Supply Meter Point the Meter Read Frequency;
- (f) any other details which are required to be specified in any particular case pursuant to any provision of this Section G;
- (g) where a User wishes to apply for the NTS Optional Commodity Rate at an Eligible Exit Point, the Specified Exit Point and the Specified Entry Point; and
- (h) where a User wishes to apply for the LDZ Optional Capacity Rate, the LDZ Specified Exit Point.

2.3.3 In this Section G "**Nominated**" means proposed in a Supply Point Nomination.

2.3.4 Where a User makes a Supply Point Nomination:

- (a) the ~~Transporter~~CDSP 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 Supply Point Systems Business Days after the Supply Point Nomination was submitted;
- (b) where (in accordance with paragraph 2.3.8) the ~~Transporter~~CDSP (on the Transporter's instruction) submitted a referral notice, the Transporter will notify the CDSP of the outcome of the Transporter's assessment of the feasibility of making gas available for offtake from the Total System at the Proposed Supply Point within 12 Supply Point Systems Business Days after the ~~Supply Point Nomination was submitted~~date of the Transporter's instruction to the CDSP in accordance with paragraph 2.3.8 following which the CDSP will submit a Supply Point Offer.

2.3.5 If the ~~Transporter~~CDSP 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~~CDSP 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);
- (b) the Supply Meter Point Reference Number 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),

Comment [Dentons13]: Modification 463S

Comment [Dentons14]: Modification 463S

Comment [Dentons15]: Correction

and the **Transporter may CDSP will** reject the Supply Point Nomination where the Supply Point Nomination does not comply with any other requirement provided for in this Section G ~~or~~, **where the Transporter has instructed the CDSP to reject the Supply Point Nomination 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 CDSP** rejects the Supply Point Nomination the **Transporter CDSP** 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(a), the requirement of paragraph 2.3.2 and /or 2.3.9 (as the case may be) which was not complied with)).

2.3.8 Where the Proposed Supply Point comprises a New Supply Meter Point, or (in accordance with the further provisions of this Section G) it is necessary for the Transporter to assess the feasibility of making gas available for offtake from the Total System at the Proposed Supply Point, the Transporter may (unless ~~if~~ **the CDSP** rejects the Supply Point Nomination) **notify the CDSP of such requirement and instruct the CDSP to** give notice (a "referral notice") to that effect to the Proposing User.

2.3.9 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall specify:

- (a) the identity of the Proposing User;
- (b) the Supply Meter Point Reference Number in respect of each Supply Meter Point comprised in the Proposed Supply Point;
- (c) the Applicable Commodity Rate that the User wishes to be applied being either:
 - (i) the NTS Optional Commodity Rate; or
 - (ii) the Applicable Commodity Rate other than the NTS Optional Commodity Rate determined pursuant to Section B1.8.1;
- (d) the Proposed Supply Point Registration Date; and
- (e) any other details which are required to be specified in any particular case pursuant to any provision of this Section G.

2.4 Supply Point Offers

2.4.1 Where the **Transporter CDSP** does not reject (in accordance with paragraph 2.3.4) a Supply Point Nomination, the **Transporter CDSP** will submit to the Proposing User a Supply Point Offer in accordance with this paragraph 2.4.

2.4.2 A Supply Point Offer will specify in relation to the Proposed Supply Point:

- (a) the identity of the Proposing User;
- (b) the address of the Supply Point Premises;
- (c) in respect of each Supply Meter Point comprised in the Proposed Supply Point Registration:
 - (i) the Supply Meter Point Reference Number;

- (ii) the manufacturer's serial number;
 - (iii) the Class of the Supply Meter Point;
 - (iv) for each Class 3 Supply Meter, the Batch Period for the Supply Meter;
 - (v) where the Proposed Supply Point comprises a Sub-deduct Meter Point the Meter Link Code for the Supply Meter Point;
- (d) where the Proposed Supply Point is a Class 3 or 4 Supply Meter Points:
- (i) the Applicable End User Category in accordance with Section H1.7;
 - (ii) in the case of an LDZ Supply Point, Supply Point Capacity (in accordance with Section H4.1); and
 - (iii) in the case of a Class 4 Supply Meter the Meter Read Frequency for the Supply Meter;
- (e) in the case of an LDZ Supply Point where the Proposed Supply Point comprises a Class 1 or 2 Supply Meter Point:
- (i) details in respect of Supply Point Capacity and Supply Point Offtake Rate in accordance with paragraph 2.4.3;
 - (ii) whether the Proposed Supply Point is a Firm Supply Point or an Interruptible Supply Point, and (if Interruptible) whether SDMC(I) provided that no details of the Interruptible Tranches will be specified;
- (f) the Exit Zone and (where applicable) LDZ in which the Proposed Supply Point is located;
- (g) the Annual Quantity for the Supply Meter Point;
- (h) the relevant Supply Point Transportation Charges;
- (i) Not Used;
- (j) a number by which the Supply Point Offer may uniquely be identified;
- (k) where a User has made a Supply Point Nomination in accordance with paragraph 2.3.2(g) or 2.3.9(c)(i)
- (i) the distance between the Specified Entry Point and the Proposed Supply Point, the six figure grid references, the capacity of the Proposed Supply Point and the NTS Optional Commodity Rate;
 - (ii) the Notional NTS Connection Point, the distance between the Notional NTS Connection Point and the Proposed Supply Point, the eight figure grid references, the capacity of the Proposal Supply Point and the LDZ Optional Capacity Rate;

- (l) the identity of the Gas Act Owner; and
- (m) the identity of the Meter Asset Manager.

2.4.3 In the case of an LDZ Supply Point where the Proposed Supply Point is a DM Supply Point:

(a)

~~(b)~~ the Supply Point Capacity ("Offered Supply Point Capacity") specified in the Supply Point Offer shall be:

~~(i)~~ where the Nominated Supply Point Capacity is less than the Bottom Stop Supply Point Capacity, the Bottom Stop Supply Point Capacity;

otherwise, but subject to paragraph 5.5, the Nominated Supply Point Capacity (provided that where the Nominated Supply Point Capacity is ~~not less than the Bottom Stop Supply Point Capacity~~ but less than the Prevailing Supply Point Capacity, paragraph 2.7.3 shall apply);

~~(e)(b)~~ subject to paragraph 5.5, the Supply Point Offtake Rate specified in the Supply Point Offer shall be the Nominated Supply Point Offtake Rate; ~~and~~.

~~(d)~~ the Supply Point Offer will also specify (for information purposes, where not specified under paragraph (a)(i)) the Bottom Stop Supply Point Capacity;

Comment [Dentons16]: Modification 0445

Comment [Dentons17]: Modification 0445

Comment [Dentons18]: Modification 0445

Comment [Dentons19]: Modification 0445

2.4.4 Subject to paragraphs, 2.4.5 and 2.7.3, and unless and until a Supply Point Confirmation is made which becomes effective, a Supply Point Offer will remain valid for a period of six (6) months after it was made.

2.4.5 In the case of an LDZ Supply Point where the Proposed Supply Point is a DM Supply Point, at any time at which the Proposing User has not submitted a Supply Point Confirmation:

(a)

~~(b)~~ if:

~~(i)~~ the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence in any month of a Supply Point Ratchet (pursuant to Section B4.7) in respect of any Existing Supply Point; ~~or~~

~~(ii)~~ at the start of a Gas Year, the Bottom Stop Supply Point Capacity becomes (pursuant to paragraph 5.2) greater than the Offered Supply Point Capacity;

the Transporter CDSP will so notify the Proposing User whereupon the Supply Point Offer will lapse (but without prejudice to any Supply Point Confirmation submitted before such notification was given, in respect of which paragraph 2.7.4 will apply);

Comment [Dentons20]: Modification 0445

Comment [Dentons21]: Modification 0445

~~(e)~~(b) if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of a Capacity Revision Application (in accordance with paragraph 5.1.4) made by the Registered User for an increase in Supply Point Capacity in respect of any Existing Supply Point, paragraph 2.7.3 shall apply.

~~2.4.5~~2.4.6 The ~~Transporter~~**CDSP** will inform the Proposing User of the application of paragraph 2.7.3 pursuant to paragraph 2.4.5(b) within 5 Supply Point Systems Business Days after the occurrence of the event giving rise to the application of paragraph 2.7.3.

Comment [Dentons22]: Modification 463S

~~2.4.6~~2.4.7 Where during the period for which a Supply Point Offer remains valid:

- (a) in the case of an NDM Supply Point, the Annual Quantity of the Proposed Supply Point is revised pursuant to a notice by an Existing Registered User under paragraph 1.6.20 or 1.6.22, or such NDM Supply Point belongs to a different End User Category, from the Annual Quantity or End User Category specified in the Supply Point Offer:
 - (i) the ~~Transporter~~**CDSP** will notify the Proposing User of the revised Annual Quantity or End User Category;
 - (ii) the Supply Point Offer shall be deemed to be modified accordingly (and shall remain valid);
- (b) the details of the Supply Point Transportation Charges are (upon a change in Annual Quantity or End User Category of any Supply Meter Point or the coming into force of a new Transportation Statement or otherwise) revised, the ~~Transporter~~**CDSP** will not and is not required to notify the Proposing User of such change, and the Proposing User will be informed of the revised details only if it makes a Supply Point Confirmation which becomes effective.

~~2.4.7~~2.4.8 There may be any number of Supply Point Offers outstanding, to different Proposing Users, in respect of a Proposed Supply Point or Proposed Supply Points comprising the same Supply Meter Point.

~~2.4.8~~2.4.9 The details contained in a Supply Point Offer of the matters set out in paragraph 2.4.10 shall be binding upon the Transporter and the Proposing User where the User submits a Supply Point Confirmation in respect of such Supply Point Offer, notwithstanding any error in the details so stated (but without prejudice to the ability of the ~~Transporter~~**CDSP** to withdraw a Supply Point Offer containing such erroneous details before a Supply Point Confirmation has been submitted).

~~2.4.9~~2.4.10 The matters referred to in paragraph 2.4.9 are:

- (a) the Supply Meter Points comprised in the Proposed Supply Point;
- (b) the Annual Quantity, End User Category and, in the case of an LDZ Supply Point, the Supply Point Capacity of the Proposed Supply Point.

~~2.4.10~~2.4.11 Except as provided in paragraph 2.4.9, where any detail contained in a Supply Point Offer is incorrectly stated:

- (a) such error shall not bind the Transporter or the Proposing User and shall not prejudice the proper determination of such detail; and
- (b) a Supply Point Confirmation made on the basis of such Supply Point Offer shall be valid notwithstanding such error.

~~2.4.11~~ 2.4.12 Where the User disputes the distance specified by the ~~Transporter~~ **CDSP** under paragraph 2.4.2(k), the User may resubmit a Supply Point Nomination for the Proposed Supply Point stating alternative eight figure grid references for the Proposed Supply Point and the Notional NTS Connection Point as appropriate with supporting evidence of calculation.

~~2.4.12~~ 2.4.13 For the purposes of the Code:

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

2.5 Supply Point Confirmations: General

2.5.1 A User may submit a Supply Point Confirmation to the ~~Transporter~~ **CDSP**:

- (a) in respect of an Existing Smaller Supply Point or a New Smaller Supply Point comprising of one Supply Meter Point (pursuant to the establishment of a New Supply Meter Point in accordance with G7.1.1(b)(i)), in accordance with paragraph 2.6, at any time;
- (b) in respect of a Larger Supply Point, in accordance with paragraph 2.7, after making a Supply Point Nomination, at any time where the condition in paragraph 2.5.2 is satisfied; or
- (c) in respect of a Supply Point where information has been specified in accordance with paragraph 2.4.2(k) provided that a Supply Point Offer made in respect of paragraphs 2.4.2(a) to 2.4.2(j) and has been or, is simultaneously being confirmed by the User under this paragraph 2.5.1.

2.5.2 The condition referred to in paragraph 2.5.1(b) is that:

- (a) the Supply Point Confirmation is made at a time at which the Supply Point Offer remains (in accordance with paragraph 2.4.4) valid; and
- (b) in the circumstances in paragraph 2.7.3, the Proposed Supply Point Registration Date is within the Capacity Reduction Period.

2.5.3 By making a Supply Point Confirmation in respect of a Proposed Supply Point the Proposing User:

- (a) warrants ~~to the Transporter~~ **to the Transporter**:

- (i) that; or
- (ii) where the User will not be the supplier, that the supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that

as at the Proposed Supply Point Registration Date there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point; and

- (b) agrees (if the confirmation becomes effective):
 - (i) to be the Registered User in respect of the Proposed Supply Point; and
 - (ii) to be registered as holding at an LDZ Supply Point:
 - (1) in the case of an NDM Supply Point (if any), Supply Point Capacity (and accordingly LDZ Capacity) determined in accordance with Section H4;
 - (2) in the case of a Supply Point (if any), the Confirmed Supply Point Capacity (and accordingly LDZ Capacity);
 - (iii) that it consents to the disclosure of the information by the ~~Transporter~~CDSP in accordance with paragraph 2.8.8(b).

2.5.4 In the case of an LDZ Supply Point that is a DM Supply Point subject to paragraph 2.7.4(a), the "**Confirmed Supply Point Capacity**" of a Proposed Supply Point (for which the Supply Point Confirmation becomes effective) is the Offered Supply Point Capacity.

2.5.5 A Supply Point Confirmation may not be made, and the ~~Transporter~~CDSP will reject any Supply Point Confirmation submitted:

- (a) (except in respect of a Shared Supply Meter Point), in respect of a Proposed Supply Point comprising a Supply Meter Point comprised in a Proposed Supply Point in respect of which any other Supply Point Confirmation has been made and is (in accordance with paragraph 2.5.9) outstanding; and
- (b) in respect of a Proposed Supply Point comprising a Supply Meter Point (other than a New Supply Meter Point) in respect of which there is any request for Siteworks outstanding or any Siteworks Contract which has not been completed, and for which the Siteworks Applicant is a gas shipper other than the Proposing User.

2.5.6 The ~~Transporter may~~CDSP will reject a Supply Point Confirmation ~~where instructed to do so by the Transporter~~ in accordance with Section V3.

2.5.7 The "**Proposed Supply Point Registration Date**" in respect of a Supply Point Confirmation is the date with effect from which the Proposing User wishes to become the Registered User in respect of the Proposed Supply Point.

2.5.8 The Proposed Supply Point Registration Date shall be:

- (a) not more than 30 Supply Point Systems Business Days after the Supply Point Confirmation is submitted; and
- (b) not less than ~~15 Business Days~~ 14 calendar days commencing on the Day after the Supply Point Confirmation is submitted unless:
 - (i) at the time that the Supply Point Confirmation is submitted a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point in which case the Proposed Supply Point Registration Date shall not be less than ~~84~~ Supply Point Systems Business Days;
 - (ii) there is no change in the identity of the Registered User in respect of the Supply Point, in which case the Proposed Supply Point Registration Date shall not be less than ~~84~~ Supply Point Systems Business Days; or
 - (iii) where the Supply Point Confirmation is resulting from a Supply Point Commodity Rate Renomination (a "**Supply Point Commodity Rate Confirmation**") in which case the Proposed Supply Point Registration Date shall not be less than 4 Supply Point Systems Business Days; and
- (c) not earlier than 2 months ~~for such lesser period as the Transporter may specify~~ after the Supply Point Confirmation is submitted, where such Supply Point ceases to be, or becomes, a category of Special Metering Supply Point described in paragraph 7.1.1(d)(ii)(2), 7.1.1(d)(ii)(3), or 7.1.1(d)(iv).

Comment [Dentons23]: Modification 463S

Comment [Dentons24]: Modification 0477

Comment [Dentons25]: Modification 0477

Comment [Dentons26]: Modification 463S

Comment [Dentons27]: Modification 0477

Comment [Dentons28]: Modification 463S

Comment [Dentons29]: Modification 463S

2.5.9 A Supply Point Confirmation shall be outstanding until it is rejected by the ~~Transporter~~ CDSP in accordance with this paragraph 2 or lapses in accordance with paragraph 2.8.6, or (where it becomes effective) until the Supply Point Registration Date.

2.5.10 Every Supply Point Confirmation shall specify (in addition to what is required in paragraphs 2.6 and 2.7) the identity of the proposed supplier; and in any case where upon a change of the identity of the supplier a User continues to be a Registered User in respect of a Supply Point, such User shall either submit a Supply Point Confirmation or a Supply Point Amendment to notify the ~~Transporter~~, by such method as the Transporter shall require, (such method to be notified to Users from time to time) CDSP of the identity of the new supplier as soon as reasonably practicable after such change of identity. ~~By notifying the Transporter~~ CDSP of the identity of the new supplier, such User warrants to ~~the Transporter~~ all Parties that such new supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas oftaken by such User from the Total System at the Proposed Supply Point.

2.5.11 Where the ~~Transporter~~ CDSP does not reject the Supply Point Confirmation it will as soon as reasonably practicable and in any event within 2 Supply Point Systems Business Days after the Supply Point Confirmation was communicated, give notice to the Proposing User acknowledging the Supply Point Confirmation.

Comment [Dentons30]: Modification 403

Comment [Dentons31]: Modification 463S

2.5.12 The Proposing User may cancel its Supply Point Confirmation in accordance with paragraph 2.8.1(c), where:

- (a) a Consumer has cancelled the contract, or contracts, for the supply to the Consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point, or where the Proposing User will not be the supplier, the supplier has informed the Proposing User that a cancellation of such contract or contracts has occurred; or
- (b) the Proposing User has submitted a Supply Point Confirmation which is made in error.

2.6 Supply Point Confirmations: Smaller Supply Points

2.6.1 A Supply Point Confirmation in respect of a Smaller Supply Point shall specify:

- (a) the identity of the Proposing User;
- (b) the Supply Meter Point Reference Number in respect of the Supply Meter Point comprised in the Proposed Supply Point, and the Meter Post Code of such Supply Meter Point;
- (c) the Proposed Supply Point Registration Date;
- (d) whether the Supply Point includes a Class 2, 3 or 4 Supply Meter;
- (e) where the Supply Meter Point includes a:
 - (i) Class 2 Supply Meter, the Supply Point Capacity and the Supply Point Offtake Rate.
 - (ii) Class 3 Supply Meter, the Batch Period for the Supply Meter;
 - (iii) Class 4 Supply Meter, the Meter Reading Frequency for the Supply Meter.

2.6.2 The ~~Transporter~~CDSP will reject the Supply Point Confirmation where:

- (a) the Supply Point Confirmation is not made strictly in accordance with the requirements of paragraph 2.6.1; or
- (b) in the case of paragraph 2.6.1(b), the Supply Meter Point Reference Number specified is not identified in the Supply Point Register with the specified Meter Post Code

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

2.6.3 Where the ~~Transporter~~CDSP rejects the Supply Point Confirmation the ~~Transporter~~CDSP will within 2 ~~Supply Point Systems~~ Business Days after the Supply Point Confirmation was communicated, inform the Proposing User of the provision of the Code pursuant to which the Supply Point Confirmation was rejected (and where

Comment [Dentons32]: Modification 463S

such rejection was pursuant to paragraph 2.6.2(a), the requirement of paragraph 2.6.1 which was not complied with).

- 2.6.4 The Proposing User will not submit a Confirmation in accordance with this paragraph 2.6 where such Proposing User is aware that the Annual Quantity in respect of such Supply Point is greater than 73,200 kWh (2,500 therms) and in such case any application in respect of the same shall be made in accordance with paragraph 2.3.

2.7 Supply Point Confirmations: Larger Supply Points

- 2.7.1 A Supply Point Confirmation in respect of a Larger Supply Point subject pursuant to paragraph 2.1.2(a) to the requirement to be Nominated shall specify:

- (a) the Supply Point Offer in respect of which it is made;
- (b) the Proposed Supply Point Registration Date; and
- (c) where the Annual Quantity in respect of the Supply Point is greater than 732,000 kWh (25,000 therms), the details (for making contact in an Emergency) required under Section Q2.3.

- 2.7.2 Subject to paragraphs 2.4.7(b) and 2.4.10, the details (other than any expressly required in this Section to be included) which are the subject of the Supply Point Confirmation are those specified in the Supply Point Offer, and no other detail may be specified in the Supply Point Confirmation which would conflict with or qualify any such details.

- 2.7.3 In the case of an LDZ Supply Point where:

- (a) the Proposed Supply Point is a DM Supply Point; and
- (b) the Prevailing Supply Point Capacity is, or (in accordance with paragraph 2.4.5(b)) at any time before a Supply Point Confirmation is submitted becomes, greater than the Offered Supply Point Capacity

a Supply Point Confirmation may be submitted only for a Proposed Supply Point Registration Date falling within the Capacity Reduction Period.

- 2.7.4 In the case of an LDZ Supply Point where the Proposed Supply Point is a DM Supply Point, at any time after a Supply Point Confirmation is submitted but before the Supply Point Registration Date:

~~(a) if:~~

~~(a)~~ **(a)** the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence of a Supply Point Ratchet (pursuant to Section B4.7.1) in respect of any Existing Supply Point; ~~or the Confirmed Supply Point Capacity will be the increased to the Prevailing Supply Point Capacity or (as the case may be) Bottom Stop Supply Point Capacity;~~

~~(i) at the start of a Gas Year, the Bottom Stop Supply Point Capacity becomes (pursuant to paragraph 5.2.3(a)(i)) greater than the Offered Supply Point Capacity~~

Comment [Dentons33]: Modification 0445

Comment [Dentons34]: Modification 0445

Comment [Dentons35]: Modification 0445

Comment [Dentons36]: Modification 0445

Comment [Dentons37]: Modification 0445

Comment [Dentons38]: Modification 0445

~~(e)~~(b) if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the Registered User in respect of any Existing Supply Point applying for an increase in its Registered Supply Point Capacity, the Confirmed Supply Point Capacity will be the Offered Supply Point Capacity.

2.7.5 In the circumstances in paragraph 2.7.4(a) the **Transporter may, but is not required to, CDSP will**, notify the Proposing User of the increased Confirmed Supply Point Capacity before the Supply Point Registration Date, but will not later than the 5th **Supply Point Systems** Business Day after the Supply Point Registration Date notify to the Proposing User the revised Confirmed Supply Point Capacity and revised details of Supply Point Transportation Charges (and the **Transporter's CDSP's** notification under paragraph 2.8.8 or 2.9.2 shall to that extent be provisional).

Comment [Dentons39]: Modification 463S

2.7.6 Without prejudice to paragraph 2.7.1 a Supply Point Commodity Rate Confirmation shall specify:

- (a) the Supply Point Offer in respect of which it is made;
- (b) the Supply Meter Point Reference Number in respect of the Supply Meter Points comprised in the Proposed Supply Point; and
- (c) the Proposed Supply Point Registration Date.

2.8 Effect of Confirmation: Existing Supply Points not already withdrawn

2.8.1 Where, at the time a User submits a Supply Point Confirmation which is not rejected by the **Transporter CDSP**, there is any Existing Supply Point in respect of which a Supply Point Withdrawal has not been submitted:

(a) the **Transporter CDSP** will, **as soon as reasonably practicable and in any event** within 2 **Supply Point Systems** Business Days after the Supply Point Confirmation was submitted, notify the Existing Registered User of the submission of the Supply Point Confirmation and the Proposed Supply Point Registration Date, but **except in accordance with paragraph 2.8.9**, not the identity of the Proposing User;

Comment [Dentons40]: Modification 403

Comment [Dentons41]: Modification 463S

Comment [Dentons42]: Modification 0472S

(b) the Existing Registered User may, up to but not after:

(i) the 7th **Supply Point Systems** Business Day after the date of notification to the Existing Registered User of the submission of the Supply Point Confirmation ~~or~~; or

Comment [Dentons43]: Modification 463S

(ii) **if earlier, the 3rd Supply Point Systems Business Day before the Proposed Supply Point Registration Date,**

Comment [Dentons44]: Modification 0477

(in either case the "Objection Deadline");

Comment [Dentons45]: Modification 403

submit to the **Transporter CDSP** an objection ("Supply Point Objection") in respect of such Existing Supply Point provided that the Existing Registered User shall not submit such Supply Point Objection where a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises; and

~~(b)~~(c) the Proposing User may, subject to paragraph 2.8.8 up to but not after the ~~8th~~3rd Supply Point Systems Business Day before the Proposed Supply Point Registration Date (the Objection Deadline) submit to the TransporterCDSP a cancellation ("**Supply Point Confirmation Cancellation**") in respect of such Supply Point Confirmation.

Comment [Dentons46]: Modification 0477

Comment [Dentons47]: Modification 463S

2.8.2 No Supply Point Objection may be submitted, nor (if purportedly submitted) shall be effective:

- (a) by an Existing Registered User, after the Objection Deadline; nor
- (b) (for the avoidance of doubt) in respect of an Existing Supply Point in respect of which the Existing Registered User has submitted a Supply Point Withdrawal.

2.8.3 Where a User submits a Supply Point Objection to the TransporterCDSP:

- (a) the objecting User is required to declare its identity in the objection;
- (b) the TransporterCDSP will, as soon as reasonably practicable and in any event within 2 Supply Point Systems Business Days after the Supply Point Objection was submitted, notify such objection, including (where declared in the objection) the identity of the objecting User, to the Proposing User;
- (c) where the objecting User did not comply with the requirement in paragraph (a):
 - (i) the TransporterCDSP will not reject the Supply Point Objection (which will accordingly be effective for the purposes of paragraph 2.8.6);
 - (ii) the TransporterCDSP will, if requested by the Proposing User, provide to the Proposing User the identity of the objecting User as soon as is reasonably practicable but (as is acknowledged by each User) does not undertake to do so before the Objection Deadline; and
- (d) the objecting User will declare in the objection the reason for its objection and if the objecting User fails to do so the Transporter may CDSP will reject such Supply Point Objection which accordingly will not be effective for the purposes of paragraph 2.8.6;
- (e) and that Supply Point Objection was raised at the request (whether directly or indirectly) of the Consumer in respect of the affected Existing Supply Point, the TransporterCDSP will, where the reasons for the objection have been provided to the TransporterCDSP by the objecting User, as soon as reasonably practicable and in any event within 2 Supply Point Systems Business Days after the Supply Point Objection was submitted, notify such reasons to the Proposing User.

Comment [Dentons48]: Modification 403

Comment [Dentons49]: Modification 463S

2.8.4 The TransporterCDSP:

- (a) will not be concerned with the reason for any Supply Point Objection nor with any question as to whether such an objection is well founded;
- (b) shall, for the purposes of paragraph 2.8.1(b), notify the Existing Registered User of any notification received by the TransporterCDSP from the Proposing

Comment [Dentons50]: Modification 403

Comment [Dentons51]: Modification 463S

User that a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises and the ~~Transporter~~CDS~~P~~ will not be concerned with the reason for such notification nor with any question as to whether such notification is well founded.

2.8.5 A User may withdraw a Supply Point Objection up to but not after:

- (a) the 7th Supply Point Systems Business Day after the Supply Point Objection was made; or
- (b) if earlier, the Objection Deadline.

Comment [Dentons52]: Modification 463S

2.8.6 Where a Supply Point Objection is made and is not withdrawn in accordance with paragraph 2.8.5, the Supply Point Confirmation shall lapse and be of no effect, and the ~~Transporter~~CDS~~P~~ will so inform each Existing Registered User as soon as reasonably practicable and in any event not later than ~~the fifth~~one Supply Point Systems Business Day before the Proposed Supply Point Registration Date.

Comment [Dentons53]: Modification 0477

Comment [Dentons54]: Modification 0477

2.8.7 Where no Supply Point Objection is made, or all (if any) Supply Point Objections made are withdrawn, or where the Supply Point Objection has been rejected by the ~~Transporter~~CDS~~P~~ in accordance with paragraph 2.8.3(d):

- (a) the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date; and
- (b) each Existing Registered User shall be deemed to have submitted a Supply Point Withdrawal in accordance with paragraph 3 in respect of the relevant Existing Supply Point.

2.8.8 In the case of a Supply Point Confirmation within paragraph 2.8.1, after the Objection Deadline and as soon as reasonably practicable and in any event being not later than ~~the fifth~~one Supply Point Systems Business Day before the Proposed Supply Point Registration Date:

Comment [Dentons55]: Modification 0477

Comment [Dentons56]: Modification 0477

- (a) the ~~Transporter~~CDS~~P~~ will notify the Proposing User whether the Supply Point Confirmation has become effective, setting out (where it has become effective, and without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register;
- (b) (where the Supply Point Confirmation has become effective) the ~~Transporter~~CDS~~P~~ will notify the User (which was the Existing Registered User immediately preceding the effective date of the Supply Point Confirmation) of the identity of the Proposing User (that has become the Registered User) and the identity of the supplier (that has become the supplier) in respect of the Supply Point recorded in the Supply Point Register and which is the subject of such Supply Point Confirmation.

2.8.9 Where the Existing Registered User:

- (a) receives five or more notifications of Supply Point Confirmations after 1 September 2014 in respect of an Existing Supply Point within a period of three

consecutive calendar months; and

(b) makes a request for disclosure of the Proposing User's identity,

the Transporter CDSP will disclose the identity of the Proposing User to the Existing Registered User but only where such Proposing User has submitted five or more Supply Point Confirmations after 1 September 2014 and within a period of three consecutive calendar months.

Comment [Dentons57]: Modification 472S

2.9 Effect of Confirmation: Existing Supply Points already withdrawn

2.9.1 Where at the time a User submits a Supply Point Confirmation which is not rejected by the Transporter CDSP, a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point, the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date.

2.9.2 In the case of a Supply Point Confirmation within paragraph 2.9.1, the Transporter CDSP will notify the Proposing User, as soon as reasonably practicable and not later than the fifth one Supply Point Systems Business Day before the Proposed Supply Point Registration Date, that the Supply Point Confirmation has become effective, setting out (without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register.

Comment [Dentons58]: Modification 0477

2.10 Supply Point Confirmation: Effect of Isolation

2.10.1 A Supply Meter Point comprised in a Proposed Supply Point for which a Supply Point Confirmation has been submitted may, at the request of the Existing Registered User, be Isolated on any Day before (but not on or after) the Proposed Supply Point Registration Date.

2.10.2 Where a Supply Meter Point comprised in a Proposed Supply Point (for which a Supply Point Confirmation has been submitted) has been Isolated the Supply Point Confirmation may (in accordance with paragraph 2.8.7(a) or 2.9.1) become effective and the Proposing User will be the Registered User of a Supply Point which comprises the Isolated Supply Meter Point.

2.11 Unregistered New Supply Meter Points

2.11.1 Each User warrants to the Transporter that it will shall not (and where the User will shall not be the supplier its supplier will not) install or procure the installation of a Supply Meter at a New Supply Meter Point created after 1 September 2013 without first having a Supply Contract in place with the consumer.

2.11.2 Each Transporter will from time to time identify any new Supply Meter Point Reference Numbers created after 1 September 2013 and for which there has been no First Supply Point Registration Date in accordance with paragraph G7.3.4 for a period greater than 12 calendar months since the Supply Meter Point Reference Number was created and where the Transporter has evidence of a Supply Meter being in place for a period greater than 3 months after the creation of the New Supply Meter Point, which is capable of flowing gas, the Transporter will take steps to establish who requested installation of the Supply Meter which may include making enquiries of the consumer.

- 2.11.3 Pursuant to paragraph 2.11.2 where the Transporter obtains information that a supplier requested the installation of the Supply Meter and the User subsequently confirms this the Transporter shall notify the CDSP of the date on which it became aware that a Supply Meter had been installed and the CDSP will notify the relevant User that no Supply Point Registration is in place at the New Supply Meter Point and:
- (a) where the User confirms that a Supply Contract is in place between the supplier and consumer or does not respond within 1 calendar month of being notified by the ~~Transporter~~CDSP the relevant User will register such New Supply Meter Point in accordance with paragraph 2 or take steps to remove the Supply Meter within 1 calendar month, failing which the provisions of paragraph 2.11.4 shall apply; or
 - (b) where the User confirms within 1 calendar month that no Supply Contract exists between the supplier and consumer the User shall ensure the supplier procures a Supply Contract with the consumer and will register such New Supply Meter Point in accordance with paragraph 2 or procure removal of the Supply Meter within 1 calendar month.
- 2.11.4 Where the User does not comply with the obligation to register such New Supply Meter Point in accordance with paragraph 2.11.3(a) or (b) or 2.11.9(a) the User shall be deemed to have granted the ~~Transporter~~CDSP authority to register such New Supply Meter Point on its behalf and:
- (a) the First Supply Point Registration Date shall be deemed to be the Meter Fix Date or if this is not known the date notified to the CDSP on which the Transporter first became aware that a Supply Meter had been installed; and
 - (b) for the purposes of calculating the Opening Meter Reading the ~~Transporter~~CDSP shall use the Meter Reading taken at the time the Transporter identifies that the Supply Meter is physically connected to a System such that gas is capable of being offtaken (without further action being taken) from the Total System.
- 2.11.5 The Registered User pursuant to 2.11.3, 2.11.4 or 2.11.9(a) shall be liable for:
- (a) all reasonable costs incurred by the relevant Transporter in accordance with the Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit for reasons including validating the presence of a Supply Meter or to carry out a disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System; and
 - (b) all reasonable costs incurred by the relevant Transporter in discharging its obligations under paragraph 2.11; and
 - (c) all charges (including without limitation Transportation Charges and Energy Balancing Charges) associated with such New Supply Meter Point from the Meter Fix Date or if this is not known the date the Transporter first became aware that the Supply Meter had been installed.

- (d) ~~Where~~where the Registered User is liable for any charges in accordance with (c) above:
- (i) in respect of Energy Balancing Charges for Larger Supply Points, a reconciliation will be carried out in accordance with Section E6; and
 - (ii) in respect of Energy Balancing Charges and any relevant Transportation Charges for Smaller Supply Points, the Aggregate LDZ AQ shall be adjusted in accordance with Section E7.7.

Comment [Dentons59]: Correction

2.11.6 In the event that the User does not comply with the obligation to register such New Supply Meter Point in accordance with paragraph 2.11.3(b) because it is unable to ensure its supplier procures a Supply Contract or the removal of the Supply Meter, the User shall submit a report to the ~~Transporter~~CDSP detailing the circumstances in which a Supply Meter was installed without a Supply Contract being in place and any subsequent action the User has taken to try to rectify this.

2.11.7 ~~Each Transporter~~The CDSP will keep a record of any reports it receives under paragraph 2.11.6 and submit a report twice yearly:

- (a) to the Authority giving details of the reports received from each User (on an attributable basis); and
- (b) to the Authority and all Users of the number of incidences where a User has not complied with paragraph 2.11.1 (on an attributable basis).

2.11.8 Further to paragraph 2.11.2, in the event that either:

- (a) the User confirms that the supplier did not request installation of the Supply Meter and the relevant New Supply Meter Point has not been registered by a User within 3 calendar months of the Transporter becoming aware that a Supply Meter has been installed at a New Supply Meter Point; or
- (b) the User confirms that the supplier did request installation of the Supply Meter and the User has taken steps in accordance with paragraph 2.11.3(b) to try and ensure the supplier procures a Supply Contract with the consumer but no Supply Contract is in place and the User has been unable to procure removal of the Supply Meter,

then the provisions of paragraph 2.11.9 shall apply.

2.11.9 The ~~Transporter~~CDSP will within 3 calendar months advise the consumer to obtain a Supply Contract and:

- (a) if the consumer confirms that a Supply Contract is already in place and the relevant User verifies this then the relevant User shall register such New Supply Meter Point in accordance with paragraph 2 within 1 calendar month of being notified to do so by the ~~Transporter~~CDSP failing which the provisions of paragraph 2.11.4 shall apply; or
- (b) if the consumer does not enter into a Supply Contract or the ~~Transporter~~CDSP is unable to ascertain whether a Supply Contract is in place then the CDSP shall notify the Transporter and the Transporter shall seek to disconnect the

supply of gas to the consumer subject to any applicable legislation, regulation or Code of Practice.

2.12 Supply Portfolio

- 2.12.1 The TransporterCDSP shall be entitled to request from each User a copy of the supply portfolio of each Supplier with whom the User is contracted as at the date identified in 2.12.2 (“Supply Portfolio”).
- 2.12.2 Subject to paragraph 2.12.3 and 2.14.1, Supply Portfolios will be extracted as of the first non Business Day of November in each Gas Year (“Portfolio Date”).
- 2.12.3 For the Gas Year commencing 1 October 2013 only, the Portfolio Date shall be the first non Business Day of May 2014.
- 2.12.4 The TransporterCDSP shall give the User 20 Business Days notice prior to the Portfolio Date relating to which the User must provide its Supply Portfolio.
- 2.12.5 The User must comply with the Transporter’sCDSP’s request under paragraph 2.12.1 and provide the Supply Portfolio to the TransporterCDSP within 15 business days of the Portfolio Date unless unable to do so under paragraph 2.14.2.
- 2.12.6 The Supply Portfolios shall include all actively supplied Supply Meter Point Reference Numbers that are currently live in each Supplier’s database where a Supply Contract is in place and shall detail the following data:
- (a) Supply Meter Point Reference Number(s);
 - (b) meter serial number(s) of the Supply Meter(s);
 - (c) premise post code(s); and
 - (d) Shipper short code(s) and supplier short code(s)
- 2.12.7 On receiving the Users Supply Portfolio, the TransporterCDSP will compare the Supply Portfolio against the data held on the Supply Point Register and all other Supply Portfolios provided by other Users.

2.13 User Data Reconciliation

- 2.13.1 Upon completion of the comparison under paragraph 2.12.7, the TransporterCDSP shall provide a report (“Reconciliation Report”) per Supply Portfolio to the relevant User as soon as reasonably practicable.
- 2.13.2 A Supply Meter Point Reference Number is “Unregistered” if it has not previously held a Supply Point Registration by any User on the Supply Point Register and at the time of the creation of the Reconciliation Report is not subject to a Supply Point Confirmation.
- 2.13.3 A Supply Meter Point Reference Number is “Shipperless” if it has previously held a Supply Point Registration by any User on the Supply Point Register and at the time of the creation of the Reconciliation Report is not subject to a Supply Point Confirmation.
- 2.13.4 The Reconciliation Report will specify to each relevant User the Supply Meter Point

Reference Number(s) detailed on the User's supplier's Supply Portfolio(s) which are at that time:

- (a) Unregistered in accordance with 2.13.2;
- (b) Shipperless in accordance with 2.13.3;
- (c) not present on the Supply Point Register;
- (d) present on any other User's Supply Portfolio
- (e) at a Status of either dead or extinct on the Supply Point Register.

2.13.5 Subject to paragraph 2.13.6, the User shall commence the registration of any Supply Meter Point Reference Number identified in the Reconciliation Report as being Shipperless or Unregistered within 40 Business Days of receiving the Reconciliation Report ("Registration Period").

2.13.6 Where the User considers it would not be appropriate to create and/or register a Supply Meter Point Reference Number it will provide a reason to the **TransporterCDSP** for not commencing Registration within the Registration Period.

2.13.7 For the avoidance of doubt in relation to paragraph 2.13.4(c) and subject to paragraph 2.13.6, Users will be required to rectify these issues by creating a Meter Point Reference Number and completing the Supply Point Confirmation of the same.

2.13.8 Unless otherwise agreed by the **TransporterCDSP** and User under paragraphs 2.13.6 or 2.13.9 where the User fails to create a Supply Meter Point Reference Number within the Registration Period the **TransporterCDSP** may create a Supply Meter Point Reference Number to allow Supply Point Confirmation under 2.13.11.

2.13.9 Where the User is unable to commence the registration of the Supply Meter Point Reference Number within the provision of paragraph 2.13.7 due to further investigations being required then the User shall provide a justification for requiring additional time to the **TransporterCDSP** who shall, at their sole discretion, be entitled to grant the User an additional period of up to 50 Business Days beyond the Registration Period in which to commence the registration of the Supply Meter Point Reference Number ("Extension Period").

2.13.10 Where the **TransporterCDSP** and the User agree that the User is unable to complete the investigation as per paragraph 2.13.9 the User shall be obligated to provide any information it has obtained in respect of the Supply Point to the **TransporterCDSP**.

2.13.11 If within the Registration Period or the Extension Period the User does not obtain a Supply Point Confirmation, or has failed to provide a reason as per paragraph 2.13.6, the User shall be deemed to have granted the **TransporterCDSP** authority to register such Supply Meter Point using the information on the Supply Point Register.

2.13.12 Where the **TransporterCDSP** require additional information to create and/or register the Supply Meter Point Reference Number under paragraph 2.13.11 then an additional request for data items will be submitted to the User. The User shall provide any requested additional information within 15 Business Days from the **Transporter's CDSP's** request ("Information Period").

2.13.13 Where the User fails to provide to the ~~Transporter~~CDSP the additional information under paragraph 2.13.12 the ~~Transporter~~CDSP shall be entitled to use default values for the purposes of registering the Supply Meter Point Reference Number.

2.13.14 Following the provision of the Reconciliation Reports the ~~Transporter~~CDSP will publish a report detailing for each User (on a non-attributable basis) and the Authority (on an attributable basis) the following:

- (a) The number of Supply Meter Point Reference Numbers which are Unregistered;
- (b) The number of Supply Meter Point Reference Numbers which are Shipperless;
- (c) The number of Supply Meter Point Reference Numbers not present on the Supply Point Register;
- (d) The number of Supply Meter Point Reference Numbers with a status of either dead or extinct.

2.13.15 For the avoidance of doubt the number of Supply Meter Point Reference Numbers that are also on any other Supply Portfolio will not be included in the report published in section 2.13.14.

2.14 Supplier Data

2.14.1 Where a User is a separate legal entity to the relevant Supplier or is not the holding company or subsidiary company of the relevant Supplier or any company which is a subsidiary of such a holding company and is unable to obtain the Supply Portfolio then, the User shall confirm this to the ~~Transporter~~CDSP along with justification as to why the relevant Supplier is unable to fulfil the request. Users shall provide this information to the ~~Transporter~~CDSP within 15 Business Days from the Portfolio Date.

2.14.2 In the event that the User has been unsuccessful in obtaining the Supply Portfolio under paragraph 2.14.1 then the User will provide the relevant Supplier's contact details to the Transporters who shall be entitled to make a direct request to the relevant Supplier for this information.

Comment [Dentons60]: Modification 0431

3 SUPPLY POINT WITHDRAWAL AND ISOLATION

3.1 Supply Point Withdrawal

3.1.1 In order for a User to cease to be the Registered User in respect of a Supply Point:

- (a) a User must submit, or be deemed in accordance with paragraph 2.8.7(b) to submit, a request ("**Supply Point Withdrawal**") for withdrawal; and
- (b) the Supply Point Withdrawal must become effective

in accordance with this paragraph 3.

3.1.2 The Registered User in respect of a Supply Point (the "**Withdrawing Supply Point**") may at any time submit to the ~~Transporter~~CDSP a Supply Point Withdrawal specifying:

- (a) the identity of the User (the "**Withdrawing User**"); and

(b) the Supply Point Registration Number of, and the Supply Meter Point Reference Number of the Supply Meter **PointsPoint** (the "**Withdrawing Supply Meter Point**") comprised in, the Withdrawing Supply **PointPoints**.

Comment [Dentons61]: Correction

Comment [Dentons62]: Correction

3.1.3 Where a User submits or is deemed to submit a Supply Point Withdrawal, subject to paragraph 2.10.1, the User may but is not obliged to secure Isolation of the Withdrawing Supply Meter **PointsPoint**.

Comment [Dentons63]: Correction

3.1.4 The **TransporterCDSP** will make available to all Users details of those Withdrawing Supply Meter Points which at any time have not become comprised in a Proposed Supply Point in respect of which a Supply Point Confirmation has become effective, identifying each Supply Meter Point (if any) which is or is to be Isolated.

3.1.5 Where a Withdrawing Supply Meter Point is comprised in a Proposed Supply Point for which the Supply Point Confirmation becomes effective, the **TransporterCDSP** will so notify the Withdrawing User not later than 2 **Supply Point Systems** Business Days after the date on which it is known that the Supply Point Confirmation will become effective.

Comment [Dentons64]: Modification 463S

3.1.6 Where a User submits a Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point the **TransporterCDSP** will inform each other Sharing Registered User of the submission of such withdrawal.

3.2 Effect of withdrawal

3.2.1 A Supply Point Withdrawal shall become effective ("**Effective Supply Point Withdrawal**") only where the Withdrawing Supply Meter Point:

- (a) is comprised in another Supply Point (of which the Registered User may be the Withdrawing User); and/or
- (b) has been Isolated in accordance with paragraph 3.4

and the date of the Effective Supply Point Withdrawal shall be:

- (i) in the case of paragraph (a), the Supply Point Registration Date (of such other Supply Point); and
- (ii) in the case of paragraph (b), the later of the date of such Isolation and the date of the Supply Point Withdrawal, or in the case of (a) and (b) the latest of any such date.

3.2.2 For so long as a Supply Point Withdrawal has not become effective in accordance with paragraph 3.2.1, the Withdrawing User shall remain liable for Supply Point Transportation Charges in respect of the Withdrawing Supply Point determined on the basis of the Supply Point Capacity and LDZ Capacity held immediately before the submission of the Supply Point Withdrawal (or in the case of an NDM Supply Point such capacity as revised with effect from 1 October in any Gas Year in accordance with Section H4 by reference to the new Annual Quantity and End User Category) and for the purposes of Offtake Reconciliation the Annual Quantity of the Withdrawing Supply Point will continue to be included for the purposes of Section E7.1.2.

3.2.3 When a Supply Point Withdrawal has become effective in accordance with paragraph 3.2.1, the User shall cease to be the Registered User and the Supply Point (and the Supply Point Registration) shall be cancelled.

3.2.4 A Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point shall be effective on the 15th ~~Supply Point Systems~~ Business Day after submission thereof, irrespective of whether the Shared Supply Meter Point has been Isolated, except where all of the Sharing Registered Users submit Supply Point Withdrawals on the same Day, in which case such withdrawals shall become effective only in accordance with paragraph 3.2.1.

Comment [Dentons65]: Modification 463S

3.3 Withdrawal: Closing Meter Read

3.3.1 Where a Supply Point Withdrawal becomes effective (under paragraph 3.2.1) in respect of an NDM Supply Point and the Proposing User provides an Opening Meter Reading in accordance with Section M5.13, the ~~Transporter~~CDSP will, within 5 ~~Supply Point Systems~~ Business Days after such Meter Reading was provided to it, notify such Meter Reading to the Withdrawing User and inform the Withdrawing User whether it passed validation.

Comment [Dentons66]: Modification 463S

3.3.2 An Opening Meter Reading for an NDM Supply Meter Point with a Read Date which satisfies the relevant requirement in Section M5.13.4 will be deemed for all purposes of the Code to have been obtained on the Supply Point Registration Date (and the Reconciliation Values determined accordingly).

3.4 Isolation: General

3.4.1 For the purposes of the Code and subject to paragraph 3.8:

- (a) "**Isolation**" of a Supply Meter Point shall mean the amendment of the Supply Point Register in accordance with paragraph 3.5.4 for the purposes of securing that gas cannot be offtaken from the Total System at such point and "**Isolate**" shall be construed accordingly;
- (b) "**Re-establish**" shall mean the re-setting by the ~~Transporter~~CDSP of the previously recorded Isolation status of a Supply Meter Point to indicate that gas can be offtaken from the Total System at such Point and "**Re-established**" and "**Re-establishment**" shall each be construed accordingly; and
- (c) "~~T/PR~~GDN/PM/GT4" is the document relating to the cessation of the flow of gas entitled ~~Transporters~~Management Procedure for: Sealing of Equipment to Protect against Theft of Gas and Tampering, as published by the Transporters from time to time, and can be found on the Energy Networks Association Website.

Comment [Dentons67]: Modification 503FT

3.4.2 For the avoidance of doubt and subject to paragraph 3.4.3, where a Supply Meter Point has been Isolated (and unless and until an Effective Supply Point Withdrawal) the Registered User of the Supply Point in which it is comprised shall continue to be responsible for gas offtaken from the Total System at the Supply Meter Point.

3.4.3 In the case of a NDM Supply Point comprising a Class 3 of 4 Supply Meter Point which has been Isolated (and unless and until it is Re-established in accordance with paragraph

3.7) NDM Supply Meter Point Demand will cease to be determined in respect of that NDM Supply Meter Point in accordance with Section H2.

3.5 Isolation request

3.5.1 A Registered Supply Meter Point may be Isolated subject to and in accordance with this paragraph 3.5.

3.5.2 For the purposes of paragraph 3.5.1 the User shall:

- (a) provide to the **TransporterCDSP** a notification complying with the following:
 - (i) specify the identity of the User;
 - (ii) specify the relevant Supply Point Registration Number, and the Supply Meter Point Reference Number of the Supply Meter Point;
 - (iii) specify the date on which gas ceased to flow;
 - (iv) contain a Valid Meter Reading obtained on the date set out in sub paragraph (iii) above;
 - (v) specify whether the Supply Meter Installation remains connected at the Supply Meter Point;
- (b) have complied with paragraph 3.5.5.

3.5.3 Subject to paragraph 3.5.4, within one Day of receipt of a notice complying with paragraph 3.5.2 the **TransporterCDSP** will amend the Supply Point Register to set the status of the Supply Meter Point to "**Isolated**".

3.5.4 Where the Supply Meter Point is a Shared Supply Meter Point the **TransporterCDSP** will not amend the Supply Point Register pursuant to paragraph 3.5.3 unless all Sharing Registered Users warrant to the CDSP that gas flow at the Supply Meter Point has ceased.

3.5.5 Where a User provides a notification in accordance with paragraph 3.5.2 such User shall have taken all reasonable steps to ensure that all work to cease the flow of gas has been carried out by suitably competent personnel using that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable law, recognised industry standards and **T/PRGDN/PM/GT4**, engaged in the same type of undertaking and the Transporter will be entitled to assume that the User has complied with such obligation.

3.5.6 The **TransporterCDSP** will not amend the Supply Point Register pursuant to paragraph 3.5.3 in the event that:

- (a) the notification submitted pursuant to paragraph 3.5.2 does not comply with the requirements set out in such paragraph; or
- (b) the User submitting the notification is not the Registered User of the Supply Point in which the relevant Supply Meter Point is comprised on the Day that the notice is received by the **TransporterCDSP**.

Comment [Dentons68]: Modification 503FT

- 3.5.7 A Supply Meter Point will be treated as Isolated for the purposes of the Code (until and unless Re-established in accordance with paragraph 3.7) with effect from the Day on which the Supply Point Register was amended pursuant to paragraph 3.5.3.

3.6 Urgent Cessation of Flow of Gas

- 3.6.1 Nothing in the Code shall prevent the Transporter from ceasing the flow of gas at any Supply Meter Point where it appears to the Transporter that it is necessary to do so for the purposes of ensuring safety; and, for the avoidance of doubt, where it does so the Transporter shall not be in breach of its obligation to make gas available for offtake.
- 3.6.2 Where pursuant to paragraph 3.6.1 the Transporter undertakes work to cease the flow of gas at a Supply Meter Point other than at the request of the Registered User:
- (a) the Transporter will inform the ~~CDSP~~ ~~and the CDSP will inform the~~ Registered User as soon as reasonably practicable after undertaking work to cease the flow of gas;
 - (b) nothing in the Code shall make the Registered User liable to make any payment to the Transporter in respect of the undertaking work to cease the flow of gas.

3.7 Re-establishment

- 3.7.1 Where a Supply Meter Point has been Isolated in accordance with paragraph 3.5.3 and the Transporter ~~or the CDSP~~ becomes aware that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point then the Transporter ~~or (as the case may be) the CDSP will notify the other, and the CDSP~~ shall notify the Registered User of such fact.
- 3.7.2 Where a Supply Meter Point has been Isolated and the Registered User becomes aware (whether pursuant to paragraph 3.7.1 or otherwise) that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point it shall forthwith notify the ~~Transporter~~ ~~CDSP~~ of such fact and the ~~Transporter~~ ~~CDSP~~ shall Re-establish such Supply Meter Point.
- 3.7.3 For the avoidance of doubt, in the case of a Class 3 or 4 Supply Meter Point which has been Re-established, NDM Supply Point Demand will be determined in respect of the Class 3 or 4 Supply Point in accordance with Section H2 from the date of such Re-establishment.
- 3.7.4 Where a Supply Meter Point has been Isolated after 1 April 2013, and is Re-established, and an Effective Supply Point Withdrawal has not occurred and the Supply Meter continues to remain physically connected to a System during the period from the date of Isolation to the date of Re-establishment ~~and the Transporter~~ ~~(in which case it will notify the CDSP) or the CDSP~~ identifies that the previously connected Supply Meter (with the same serial number and number of dials as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System then where gas was or is being offtaken from the Total System during such period (as evidenced by Meter Readings), each Registered User in respect of the period for which it is or was the Registered User shall be liable for:
- (a) all reasonable costs incurred by the relevant Transporter in accordance with the

Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System; and

- (b) all charges (including without limitation Transportation Charges and Energy Balancing Charges) associated with such Supply Meter Point as if it had not been so Isolated and in respect of Energy Balancing Charges for which the Registered User is liable pursuant to paragraph 3.7.4(b) a reconciliation will be carried out in accordance with Section E6.

3.7.5 Where a Supply Meter Point has been Isolated after 1 April 2013 and an Effective Supply Point Withdrawal has occurred and the Transporter (in which case it will notify the CDSP) or the CDSP identifies that the previously connected Supply Meter (with the same serial number and number of dials as provided as part of the Meter information) is still capable of flowing gas (without any further action being taken) from the Total System then:

- (a) the Effective Supply Point Withdrawal shall be deemed to be void as if such Effective Supply Point Withdrawal had never been effective, as set out at 3.7.7 below;
- (b) where gas was or is being offtaken at such Supply Meter Point during such period the Transporter/CDSP shall notify the party that was the Registered User at the time of Isolation (the “**Relevant Registered User**”) and such Relevant Registered User:
 - (i) shall be liable for all charges (including without limitation Transportation Charges and Energy Balancing Charges) associated with such Supply Meter Point, as if an Isolation and Effective Supply Point Withdrawal had not occurred;
 - (ii) shall register such Supply Meter Point in accordance with paragraph 2 as soon as reasonably practicable and in any event within 1 calendar month after the notification in (b) above and the Supply Point Registration Date for such registration shall be deemed to be the date of the Effective Supply Point Withdrawal;
 - (iii) shall be liable for all reasonable costs incurred by the relevant Transporter in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a service disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected and capable of flowing gas;
- (c) where the Registered User is liable for any charges in accordance with (b)(i) above in respect of Energy Balancing Charges, a reconciliation will be carried out in accordance with Section E6; and
- (d) where gas has not been offtaken (but is capable of being offtaken without further action being taken) at such Supply Meter Point during such period then

the Relevant Registered User:

- (i) shall be liable for Capacity Charges and Customer Charges associated with such Supply Meter Point, as if an Isolation and Effective Supply Point Withdrawal had not occurred;
- (ii) shall register such Supply Meter Point in accordance with paragraph 2 as soon as reasonably practicable and in any event within 1 calendar month after the notification in (b) above and the Supply Point Registration Date for such registration shall be deemed to be the date of the Effective Supply Point Withdrawal;
- (iii) shall be liable for all reasonable costs incurred by the relevant Transporter in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a service disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected and capable of flowing gas.

3.7.6 Charges payable in accordance with paragraph 3.7.5 shall cease to accrue on the date when a notice has been received by the ~~Transporter~~CDSP that suitable works have been undertaken to ensure that the Supply Meter Point is no longer capable of offtaking gas (without further action being taken) or until Re-establishment, provided that the Transporter will be entitled to levy such charges where the Transporter ~~or the CDSP~~ discovers that suitable works have not been undertaken.

3.7.7 Where the Relevant Registered User does not submit an appropriate Supply Point Confirmation in accordance with paragraphs 3.7.5(b)(ii) and 3.7.5(d)(ii) above within 1 calendar month of being notified by the ~~Transporter~~CDSP:

- (a) the Relevant Registered User shall be deemed to have granted the ~~Transporter~~CDSP authority to register such Supply Meter Point using the information on the Supply Point Register in relation to such Supply Point as at the date of the Effective Supply Point Withdrawal; and
 - (i) the Supply Point Registration Date shall be deemed to be the date of the Effective Supply Point Withdrawal;
 - (ii) for the purposes of calculating the Opening Meter Reading the ~~Transporter~~CDSP shall use the Meter Reading taken at the time the Transporter identifies that the previously connected Supply Meter (with the same serial number and number of dials as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System together with the Meter Reading provided by the Relevant Registered User immediately upon the Isolation for the purposes of calculating the relevant Transportation and Energy Balancing Charges;

such that the Effective Supply Point Withdrawal shall be deemed to be void and any obligations associated with such Supply Point shall be applied as if the Effective Supply Point Withdrawal had never become effective.

3.7.8 Where a Supply Meter Point has been Isolated after 1 April 2014, and is Re-established, and an Effective Supply Point Withdrawal has not occurred and the Transporter identifies that a connected Supply Meter (with a different serial number as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System then where gas was or is being offtaken from the Total System during the period from the date of Isolation to the date of Re-establishment, the Transporter will use its reasonable endeavours to record both the Meter Information and details from any tags or stickers attached to the Supply Meter (together the “Meter Data”) and provide such information to the CDSP who shall provide the information to the Registered User. The Registered User shall be liable for:

(a) all reasonable costs incurred by the relevant Transporter in accordance with the Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where a Supply Meter is connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System; and

(b) all charges (including without limitation Transportation Charges and Energy Balancing Charges) associated with such Supply Meter Point from the later of the date of Isolation or the date that a Supply Meter is fitted following Isolation (the “Subsequent Meter Fix Date”) if known and:

- (i) in respect of Energy Balancing Charges for which the Registered User is liable pursuant to paragraph 3.7.4 (b) in respect of Larger Supply Points, a reconciliation will be carried out in accordance with Section E6 and applied to the aggregate reconciliation process in accordance with Section E7.2; and
- (ii) in respect of Energy Balancing Charges and any relevant Transportation Charges for which the Registered User is liable pursuant to paragraph 3.7.4 (b) in respect of Smaller Supply Points, the Aggregate LDZ AQ shall be adjusted in accordance with Section E7.7.

3.7.9 Where a Supply Meter Point has been Isolated after 1 April 2014 and an Effective Supply Point Withdrawal has occurred and the Transporter identifies that a connected Supply Meter (with a different serial number as provided as part of the Meter Information) is capable of flowing gas (without any further action being taken) from the Total System then where gas was or is being offtaken from the Total System during the period from the date of Isolation to the date of Re-establishment, the Transporter will use its reasonable endeavours to record the Meter Data (and provide the Meter Data to the CDSP) and, subject to paragraph 3.7.15, the Transporter-CDSP shall issue the Meter Data to the Relevant Registered User within one calendar month of recording it and notify the Relevant Registered User that, subject to paragraph 3.7.20, they are required to register such Supply Meter Point in accordance with paragraph 2 within 3 calendar months of such notification (the “Registration Date”) unless another User registers the Supply Meter Point in accordance with paragraph 2 before the Registration Date and

(a) the Supply Point Registration Date shall be deemed to be the later of the date of the Effective Supply Point Withdrawal or the Subsequent Meter Fix Date if known in accordance with paragraph 3.7.21;

(b) for the purposes of calculating the Opening Meter Reading the User determined pursuant to this paragraph 3.7.9 shall use the Meter Reading taken at the time the Transporter identifies that the connected Supply Meter (with a different serial number as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System for the purposes of calculating the relevant Transportation and Energy Balancing Charges; such that the Effective Supply Point Withdrawal shall be deemed to be void and any obligations associated with such Supply Point shall be applied as if the Effective Supply Withdrawal had never become effective.

3.7.10 Where gas was or is being offtaken, the User as determined pursuant to paragraph 3.7.9 above shall be liable for:

(a) NTS Exit Commodity Charges, LDZ Commodity Charges and Commodity Variable Component of Customer Charges and Energy Balancing Charges from the later of the date of Isolation or Subsequent Meter Fix Date if known;

(b) Capacity and Customer Charges from the later of the date of Effective Supply Point Withdrawal or Subsequent Meter Fix Date if known; and

(c) All reasonable costs incurred by the relevant Transporter in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a service disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected and capable of flowing gas.

3.7.11 Where the User as determined pursuant to paragraph 3.7.9 is liable for any charges in accordance with paragraph 3.7.10 (a) above:

(a) in respect of Energy Balancing Charges for Larger Supply Points, a reconciliation will be carried out in accordance with Section E6 and applied to the aggregate reconciliation process in accordance with Section E7.2; and

(b) in respect of Energy Balancing Charges and any relevant Transportation Charges for Smaller Supply Points, the Aggregate LDZ AQ shall be adjusted in accordance with Section E7.7.

3.7.12 Where a Supply Meter Point has been Isolated after 1 April 2014 and an Effective Supply Point Withdrawal has occurred and the Transporter identifies that a connected Supply Meter (with a different serial number as provided as part of the Meter Information) is capable of flowing gas (without any further action being taken) from the Total System then where gas has not been offtaken (but is capable of being offtaken without further action being taken) at such Supply Meter Point during the period from the date of Isolation to the date of Re-establishment, the Transporter will use its reasonable endeavours to record the Meter Data (and provide the Meter Data to the CDSP) and, subject to paragraph 3.7.15, the Transporter-CDSP shall issue the Meter Data to the Relevant Registered User within one calendar month of recording it and notify the Relevant Registered User that, subject to paragraph 3.7.20, they are required to register such Supply Meter Point in accordance with paragraph 2 within 3 calendar months of such notification (the “Registration Date”) unless another User registers the Supply Meter Point in accordance with paragraph 2 before the Registration Date and

(a) the Supply Point Registration Date shall be deemed to be the later of the date of

the Effective Supply Point Withdrawal or the Subsequent Meter Fix Date if known in accordance with paragraph 3.7.21;

(b) for the purposes of calculating the Opening Meter Reading the User determined pursuant to paragraph 3.7.9 shall use the Meter Reading taken at the time the Transporter identifies that the connected Supply Meter (with a different serial number as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System for the purposes of calculating the relevant Transportation and Energy Balancing Charges; such that the Effective Supply Point Withdrawal shall be deemed to be void and any obligations associated with such Supply Point shall be applied as if the Effective Supply Withdrawal had never become effective.

3.7.13 The User as determined pursuant to paragraph 3.7.12 shall be liable for:

(a) Capacity Charges and Customer Charges associated with such Supply Meter Point from the later of the date of Effective Supply Point Withdrawal or Subsequent Meter Fix Date if known; and

(b) all reasonable costs incurred by the relevant Transporter in accordance with Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a service disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where the Supply Meter remains connected and capable of flowing gas;

3.7.14 Subject to paragraph 3.7.20, where neither the Relevant Registered User nor any other User submits an appropriate Supply Point Confirmation in accordance with paragraphs 3.7.9 and 3.7.12 above within 3 calendar months of being notified to do so by the Transporter:

(a) the Relevant Registered User or another User involved in any User Activity shall be deemed to have granted the **Transporter-CDSP** authority to register such Supply Meter Point using the information on the Supply Point Register in relation to such Supply Point as at the date of the Effective Supply Point Withdrawal; and

(i) the Supply Point Registration Date shall be deemed to be the later of the date of the Effective Supply Point Withdrawal or the Subsequent Meter Fix Date if known in accordance with paragraph 3.7.21;

(ii) for the purposes of calculating the Opening Meter Reading the **Transporter-CDSP** shall use the Meter Reading taken at the time the Transporter identifies that the connected Supply Meter (with a different serial number as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System for the purposes of calculating the relevant Transportation and Energy Balancing Charges; such that the Effective Supply Point Withdrawal shall be deemed to be void and any obligations associated with such Supply Point shall be applied as if the Effective Supply Withdrawal had never become effective.

3.7.15 In the event that after an Effective Supply Point Withdrawal the **Transporter-CDSP** receives:

- (a) information about any of the following:
- (i) a Supply Point Confirmation from a User other than the Relevant Registered User which was rejected by the TransporterCDSP in accordance with Section G 2.1.5; or
 - (ii) Meter Readings from a User other than the Relevant Registered User which were rejected; or
 - (iii) a C&D Notification, or
 - (iv) a User other than the Relevant Registered User has submitted Meter Information in accordance with Section M 3.2;
- in each case "User Activity"; or
- (b) evidence from the Relevant Registered User that demonstrates to the Transporter'sCDSP's reasonable satisfaction that another User has been involved in any User Activity relating to the relevant Supply Meter Point; such evidence from the Relevant Registered User in respect of another User's User Activity may include but is not limited to Meter Information, a photo of a Supply Meter Installation, a C&D Notification, a customer bill, signed contract or relevant email correspondence; or
- (c) a C&D Notification from a Non-Code Party and the Non-Code Party confirms which User such Notification was made on behalf of.

then in the event that the TransporterCDSP determines that the Supply Meter Point is not already registered to another User the TransporterCDSP will issue a notice to such User identified pursuant to this paragraph 3.7.15 within one calendar month of becoming aware of such information setting out the Meter Data and notifying the relevant User that they are required to register such Supply Meter Point in accordance with paragraph 2 within one calendar month of receiving the Transporter'sCDSP's notice. Where more than one User is identified pursuant to this paragraph 3.7.15 the TransporterCDSP will issue the notice to the User found to have undertaken the most recent activity in relation to the Supply Meter Point.

3.7.16 The User as determined pursuant to paragraph 3.7.15 above shall be liable for:

- (a) all reasonable costs incurred by the relevant Transporter in accordance with the Siteworks Terms and Procedures (as defined in Section G7.2.2) where the relevant Transporter undertakes a visit to carry out a disconnection in accordance with the Gas Safety (Installation and Use) Regulations 1998 and where a Supply Meter is connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System; and
- (b) all charges (including without limitation Transportation Charges and Energy Balancing Charges) associated with such Supply Meter Point from the later of the date of the Effective Supply Point Withdrawal or the Subsequent Meter Fix Date if known and:
 - (i) in respect of Energy Balancing Charges for which the User is liable pursuant to paragraph 3.7.4 (b) in respect of Larger Supply Points, a reconciliation will be carried out in accordance with Section E6 and

applied to the aggregate reconciliation process in accordance with Section E7.2; and

- (ii) in respect of Energy Balancing Charges and any relevant Transportation Charges for which the User is liable pursuant to paragraph 3.7.4 (b) in respect of Smaller Supply Points, the Aggregate LDZ AQ shall be adjusted in accordance with Section E7.7.

3.7.17 Subject to paragraph 3.7.20, where the User identified in accordance with paragraph 3.7.15 does not submit an appropriate Supply Point Confirmation within one calendar month of being notified to do so by the TransporterCDSP, the TransporterCDSP will investigate the evidence provided by the Relevant Registered User. If in the opinion of the TransporterCDSP the evidence is not deemed to be conclusive, the Relevant Registered User will be required to register the Supply Meter Point.

3.7.18 Subject to paragraph 3.7.17, where, in the opinion of the TransporterCDSP, the evidence provided by the Relevant Registered User is deemed conclusive:

(a) the User identified in accordance with paragraph 3.7.15 shall be deemed to have granted the TransporterCDSP authority to register such Supply Meter Point using the information on the Supply Point Register in relation to such Supply Point as at the date of the Effective Supply Point Withdrawal; and

- (i) the Supply Point Registration Date shall be deemed to be the later of the date of the Effective Supply Point Withdrawal or the Subsequent Meter Fix Date if known in accordance with paragraph 3.7.21;
- (ii) for the purposes of calculating the Opening Meter Reading the TransporterCDSP shall use the Meter Reading taken at the time the Transporter identifies that the connected Supply Meter (with a different serial number as provided as part of the Meter Information) is physically connected to a System such that gas is capable of being offtaken (without any further action being taken) from the Total System for the purposes of calculating the relevant Transportation and Energy Balancing Charges; such that the Effective Supply Point Withdrawal shall be deemed to be void and any obligations associated with such Supply Point shall be applied as if the Effective Supply Withdrawal had never become effective.

3.7.19 Where a User identified pursuant to paragraph 3.7.9 or 3.7.15 warrants that they are not associated with the Supply Meter Point then the TransporterCDSP will send Meter Data and notice to register the Supply Meter Point to the User who has carried out the next most recent User Activity or where no other User Activity is identified the TransporterCDSP shall send Meter Data to the Relevant Registered User with notice that they are required to register the Supply Meter Point within 3 calendar months of receiving such notice.

3.7.20 If the Transporter identifies that a Supply Meter has been installed at a Supply Meter Point but has no reasonable evidence that this was done at the request of a User the Transporter will within 3 calendar months advise the consumer to obtain a Supply Contract (and notify the CDSP at the same time) and:

- (a) if the consumer confirms that a Supply Contract is already in place and the

relevant User verifies this then the relevant User shall register such New Supply Meter Point in accordance with paragraph 2 within 1 calendar month of being notified to do so by the ~~Transporter~~CDSP failing which the provisions of paragraph 3.7.14 shall apply; or

(b) if the consumer does not enter into a Supply Contract within 3 calendar months of being notified to do so or the Transporter is unable to ascertain whether a Supply Contract is in place then the Transporter shall seek to disconnect the supply of gas to the consumer subject to any applicable legislation, regulation or relevant code of practice.

3.7.21 If pursuant to paragraphs 3.7.9(a), 3.7.12(a), 3.7.14(a)(i) or 3.7.18(a)(i) a User fails to notify the Transporter of the Subsequent Meter Fix Date within one month of such User becoming the Registered User the Transporter shall notify the CDSP and the Supply Point Registration Date shall be deemed to be the date of the Effective Supply Point Withdrawal.

Comment [Dentons69]: Modification 0425V

3.8 Disablement of Supply

3.8.1 In the event that a Supply Meter Point is Isolated and:

- (a) the Supply Meter Installation remains physically connected to a System, the User who is the Registered User at the time of such Isolation shall ensure that upon Effective Supply Point Withdrawal such Supply Meter Installation is physically disconnected from the System within 12 months from the date of such Effective Supply Point Withdrawal; and
- (b) in the event that the Supply Meter Installation is not physically disconnected within the period specified in sub-paragraph (a) above the Transporter will (where no supply of gas is required at the Supply Meter Point) take such actions to disable the flow of gas and the User who was the Registered User at the time of Effective Supply Point Withdrawal shall pay the Transporter's costs (as contained in the Transporter's Transportation Statement) in respect thereof.

4 Compensation Rules

4.1 Responding to ~~Supply Point Nominations~~referral notices

4.1.1 For the purposes of this paragraph 4.1:

~~(a) the Transporter "responds" to a Supply Point Nomination by rejecting such nomination (in accordance with paragraph 2.3.6) or submitting a Supply Point Offer (in accordance with paragraph 2.4.1) or submitting a referral notice (in accordance with paragraph 2.3.8); and the Transporter "further" responds to a referred Supply Point Nomination by submitting a Supply Point Offer (in accordance with paragraph 2.4.1);~~

(a) the Transporter "responds" following the submission by the CDSP of a referral notice (in accordance with paragraph 2.3.8) by notifying the CDSP of the outcome of the Transporter's assessment of the feasibility of making gas available for offtake from the Total System at the Proposed Supply Point;

(b) periods within which the Transporter is to respond ~~to a Supply Point Nomination~~ run from the Supply Point Systems Business Day after the Supply Point Nomination was submitted; and

Comment [Dentons70]: Modification 463S

(c) a Supply Point Nomination is "referred" where paragraph 2.3.8 applies in relation thereto.

4.1.2 The Transporters will respond to the CDSP within 12 Supply Point Systems Business Days to not less than 97% of the referred Supply Point Nominations submitted by each User in any calendar month.

Comment [Dentons71]: Modification 463S

4.1.3 If, in respect of the referred Supply Point Nominations submitted by a User in any calendar month, the Transporters do not comply with the requirement in paragraph 4.1.2, the Transporters will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$((0.97 * A) - B - C) * £30$$

where for the relevant month:

A is the number of referred Supply Point Nominations submitted by the User in that month;

B is the number of referred Supply Point Nominations submitted by the User in that month to which the Transporters did respond within 12 Supply Point Systems Business Days; and

Comment [Dentons72]: Modification 463S

C is the number of referred Supply Point Nominations where:

(a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and

(b) the Transporter was unable to perform such site visit within 12 Supply Point Systems Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 10th Supply Point Systems Business Day).

Comment [Dentons73]: Modification 463S

Comment [Dentons74]: Modification 463S

4.1.4 The Transporter will (subject to the further provisions of this paragraph 4) pay to the User £50 in respect of each referred Supply Point Nomination submitted by a User, if the Transporter does not respond within 17 Supply Point Systems Business Days provided that the Transporter will not be liable to pay such amounts where:

Comment [Dentons75]: Modification 463S

(a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and

(b) the Transporter was unable to perform such site visit within 17 Supply Point Systems Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 15th Supply Point Systems Business Day).

Comment [Dentons76]: Modification 463S

Comment [Dentons77]: Modification 463S

- 4.1.5 Amounts payable under paragraph 4.1.4 are in addition to and irrespective of any amounts which may become payable in respect of any month under paragraph 4.1.3.
- 4.1.6 For the purposes of Section V10 the rules in paragraphs 4.1.3 and 4.1.4, are Compensation Rules within Compensation Group G; and in relation thereto the 'payment month' is the second month following that in which the relevant Supply Point Nomination was submitted.

~~4.2 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.~~

~~4.3.4.2 Site visits~~

~~4.3.4.2.1~~ 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.

~~4.3.24.2.2~~ 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 4.2.1.

~~4.3.34.2.3~~ For the purposes of Section V10, the rule in paragraph 4.2.2 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.

~~4.4.3~~ Conventional Notices

This paragraph 4 shall not apply in respect of a User who has elected under paragraph 1.13.1 to give Code Communications as Conventional Notices.

5 DM SUPPLY POINT CAPACITY AND OFFTAKE RATE

5.1 Introduction

5.1.1 Except for paragraph 5.6, this paragraph 5 applies only in respect of LDZ DM Supply Points and nothing in this paragraph 5 shall apply in respect of an NTS Supply Point.

5.1.2 The Supply Point Capacity which a User is registered as holding at a DM Supply Point shall be subject to minimum and maximum requirements in accordance with this paragraph 5.

5.1.3 Subject to the provisions of this paragraph 5, the Registered User of a DM Supply Point may apply to reduce or increase its Registered DM Supply Point Capacity by making a Capacity Revision Application [to the CDSP](#).

5.1.4 An application ("**Capacity Revision Application**") to revise (by increasing or decreasing) Registered DM Supply Point Capacity shall specify:

- (a) the Supply Point Registration Number;
- (b) the Supply Meter Point Reference Number of the Supply Meter Point, comprised in the Supply Point;
- (c) the revised Supply Point Capacity and (in accordance with paragraph 5.3.2) Supply Point Offtake Rate;
- (d) the date in accordance with paragraph 5.1.5 with effect from which the revision is to take effect;

- (e) whether a Compressor or Booster will be installed in respect of such Supply Point; and
- (f) the identity of the relevant Registered User making the Capacity Revision Application and the telephone number and email address of its contact representative.

5.1.5 The date under paragraph 5.1.4(d) shall be:

- (a) except in paragraph (b), 5 Supply Point Systems Business Days; or
- (b) where it will (in accordance with paragraph 5.5) be necessary for the Transporter to assess the feasibility of making gas available for offtake, 21 Supply Point Systems Business Days,

after the date upon which the application is submitted.

5.1.6 A User may withdraw a Capacity Revision Application by notice to the ~~Transporter~~ CDSP not less than 2 Supply Point Systems Business Days before the date specified pursuant to paragraph 5.1.4(d).

5.1.7 The ~~Transporter may~~ CDSP will reject a Capacity Revision Application or an application (in accordance with paragraph 5.3.2) for a revised Supply Point Offtake Rate:

- (a) in the case of a Capacity Revision Application, where the requirements of paragraph 5.1.4 are not complied with, ~~or (in the case of an application for an increase in Supply Point Capacity) in accordance with Section V3; and~~
- (b) where any other requirement of this paragraph 5 is not complied with, or in accordance with any provision of this paragraph 5 which provides for such rejection;

(c) in respect of a Seasonal Large Supply Point, if it is not in compliance with Section B4.9; or

(d) in the case of an application for an increase in Supply Point Capacity where instructed to do so by the Transporter in accordance with Section V3

and where the CDSP does not reject the application under paragraphs (a), (b) or (c) it shall notify the Transporter of the application.

5.1.8 Subject to paragraph 5.1.7, the ~~Transporter~~ CDSP will approve a Capacity Revision Application or (pursuant to paragraph 5.3.2) an application for a revised Supply Point Offtake Rate, and will inform the Registered User where such application is approved by the Transporter and notified to the CDSP.

5.1.9 For the purposes of assessing the feasibility of making gas available for offtake, the Transporter may request the Registered User to provide any of the following information:

- (a) the proposed Annual Load Profile and Daily Load Profile;

Comment [Dentons78]: Modification 463S

Comment [Dentons79]: Modification 463S

Comment [Dentons80]: Modification 463S

Comment [Dentons81]: Modification 0458

(b) the date from which the load profile is required;

and following such request the Registered User shall promptly provide the same to the Transporter.

5.1.10 Where it is necessary for the Transporter to assess the feasibility of making gas available for offtake in accordance with paragraph 5.1.5(b), the Transporter will **provide a response in accordance with paragraph 5.1.7 or 5.1.8** no later than the 18th **Supply Point Systems** Business Day following the date of receipt of the Capacity Revision Application **by the CDSP notify the CDSP whether to approve or reject the application.**

Comment [Dentons82]: Modification 463S

5.1.11 Where requested by the Transporter, for the purpose of enabling the Transporter to assess the Capacity Revision Application, the Registered User will promptly procure permission for the Transporter to visit the premises at which the DM Supply Point is situated and access thereto.

5.1.12 Requests for information by the Transporter in accordance with paragraph 5.1.9 and provision of information by the Registered User in accordance with paragraph 5.1.4(e) and 5.1.4(f) shall be communicated by facsimile or email.

5.1.13 For the purposes of paragraph 5.1:

- (a) **"Annual Load Profile"** is the quantity (in MWh) of gas which it is anticipated will be offtaken at the DM Supply Point for each month of the Gas Year so as to show the within year variation of demand on a monthly basis.
- (b) **"Booster"** is a device (typically a centrifugal fan arrangement), located downstream of the outlet of the customer control valve, used to raise the pressure of gas by up to 200 mbar across the device.
- (c) **"Compressor"** is a device (typically a reciprocating or screw type arrangement), located downstream of the outlet of the customer control valve on the service pipe, used to raise the pressure of gas by up to 40 mbar across the device.
- (d) **"Daily Load Profile"** is the rate (in kWh/hour) at which it is anticipated that gas will be offtaken at the DM Supply Point for each hour within the Day so as to show the within day variation of demand on an hourly basis.

5.1.14 In the event of:

- (a) a User applying for and the Transporter approving a Capacity Revision Application resulting in a decrease in the Registered DM Supply Point Capacity ("the Initial Capacity Reduction"); and
- (b) within the same Gas Year as such Capacity Revision Application the same User applies for and the CDSP approves any further Capacity Revision Applications which increase the Registered DM Supply Point Capacity
then the User will pay the Capacity Reconciliation Charge on receipt of an Ad-hoc Invoice in accordance with section S.

5.1.15 Subject to paragraphs 5.1.16 and 5.1.17, the Capacity Reconciliation Charge (or "CRC") will be calculated as follows:

$$CRC = (C_{(new)} - C_{(prev)}) * D * F$$

Where:

C_(new) is the aggregate of the LDZ Capacity Charges and the Capacity Variable Component of the Customer Charge, as calculated based on the increased Registered DM Supply Point Capacity level booked in respect of a Gas Flow Day provided that such amount shall not exceed the aggregate of the LDZ Capacity Charges and the Capacity Variable Component of the Customer Charge in respect of the Gas Flow Day preceding the Initial Capacity Reduction; and

C_(prev) is the aggregate of the LDZ Capacity Charges and the Capacity Variable Component of the Customer Charge, as calculated based on the prevailing level of capacity the Gas Flow Day before the new increase in the Registered DM Supply Point Capacity takes effect; and

D subject to paragraph 5.1.17 is the number of Days between the Gas Flow Day on which the Registered DM Supply Point Capacity is increased and the Gas Flow Day on which the Initial Capacity Reduction occurred; and

F is an “incentive Factor” and shall be equal to 1 (one).

5.1.16 No CRC shall be payable by the User in respect of any capacity which is in excess of the Registered DM Supply Point Capacity on the Gas Flow Day preceding the Initial Capacity Reduction.

5.1.17 Where, within a Gas Year:

(a) a User has applied for and the Transporter has approved multiple Capacity Revision Applications reducing the Registered DM Supply Point Capacity, in the event of the Transporter approving a Capacity Revision Application increasing the Registered DM Supply Point Capacity the CRC shall be calculated on a daily basis in respect of each Gas Flow Day following the Initial Capacity Reduction until the Capacity Revision Application increasing the Registered DM Supply Point Capacity. Such daily CRC sums shall be aggregated. No CRC shall be payable in respect of any Gas Flow Day on which the Registered DM Supply Point Capacity exceeds the increased Registered DM Supply Point Capacity.

(b) a User applies for and the Transporter approves more than one Capacity Revision Application increasing the Registered DM Supply Point Capacity then on each increase the CRC shall be recalculated on a daily basis in respect of each Gas Flow Day following the Gas Flow Day on which the Initial Capacity Reduction occurred until the most recent Capacity Revision Application increasing the Registered DM Supply Point Capacity. Such daily CRC sums shall be aggregated and any payments already made by the User in respect of CRC for any Gas Days falling within such period shall be deducted from the revised amount due to the Transporter.

5.1.18 For the purpose of the calculation of CRC on a particular Gas Flow Day pursuant to paragraph 5.1.17, D shall be 1 and C_(prev) is the aggregate of the LDZ Capacity Charge and the Capacity Variable Component of the Customer Charge, as calculated based on

the Registered DM Supply Point Capacity on such Gas Flow Day.

Comment [Dentons83]: Modification 0445

5.2 Minimum capacity requirements

5.2.1 Subject to paragraph 5.2.8 a Registered User's DM Supply Point Capacity at a DM Supply Point:

Comment [Dentons84]: Modification 0445

(a) shall not at any time be less than the ~~Bottom-Stop~~ highest Supply Meter Point Capacity Daily Quantity for any previous Gas Day within the Winter Period falling within that Gas Year; and

Comment [Dentons85]: Modification 0445

(b) except within the Capacity Reduction Period or in accordance with paragraph 2.7.4(b), shall not upon the Supply Point Registration Date be less than, or thereafter be reduced below, the Prevailing Supply Point Capacity.

5.2.2 For the purposes of the Code "**Capacity Reduction Period**" means the months of October, November, December and January in any Gas Year.

5.2.3 At any time in the Gas Year:

~~(a)~~ subject to paragraph (d), the "~~Bottom-Stop~~" Supply Point Capacity in respect of a DM Supply Point is:

Comment [Dentons86]: Modification 0445

~~(b)~~ (a) the amount (the "**Preceding Year Maximum Capacity**") shall mean the amount which is the highest User SPDQ for any Day ~~(other than a Day in the months of June to September inclusive)~~ in the Preceding Year, but not exceeding the Maximum Supply Point Capacity; ~~or, provided always that in respect of a DM Supply Point which is not a Seasonal Large Supply Point, the User SPDQ for each Day in the months of June to September inclusive shall be disregarded;~~

Comment [Dentons87]: Modification 0445

Comment [Dentons88]: Modification 0445

Comment [Dentons89]: Modification 0458

Comment [Dentons90]: Modification 0458

~~(i)~~ if higher, where there has been a Supply Point Ratchet (in accordance with Section B4.7) in the Gas Year, the amount of the Prevailing Supply Point Capacity (subject to and in accordance with paragraph 5.5.5) following such (or if more than one, the most recent) Supply Point Ratchet;

Comment [Dentons91]: Modification 0445

~~(e)~~ (b) until the Gas Year which commences next after the first month of June which falls after the First Supply Point Registration Date there shall be no Preceding Year Maximum Capacity for a Supply Point which comprises New Supply Meter Point, and any Supply Meter Point which has become comprised in a DM Supply Point or a Supply Meter Point which has become a Class 1 or 2 Supply Meter Point; and

~~(d)~~ (c) subject to paragraph 5.2.4, the "**Prevailing**" Supply Point Capacity in respect of a DM Supply Point ~~of a Supply Point~~ is the Supply Point Capacity for the time being held by the Registered User; ~~and.~~

Comment [Dentons92]: Modification 0445

~~(e)~~ in the case of a DM Supply Point which ~~comprises a Shared Supply Meter Point:~~

~~(i)~~ the "**Aggregate Bottom-Stop Capacity**" shall be the amount determined (irrespective of whether there were, or which Users were,

~~Sharing Registered Users at any relevant time) as the aggregate of the Bottom Stop Supply Point Capacities in accordance with paragraphs (a)(i) and (ii) for the DM Supply Points which comprised such Shared Supply Meter Point;~~

~~(ii) for the purposes of paragraph (a)(i) the Day by reference to which the Preceding Year Maximum Capacities are determined shall be the Day of the highest aggregate User SPDQs in respect of the relevant DM Supply Points;~~

~~(iii) the Sharing Registered Users jointly, or a User Agent on their behalf, may from time to time notify to the Transporter the amounts, and changes in the amounts, which are to be the Bottom Stop Supply Point Capacities in respect of the DM Supply Point, provided that in aggregate such amounts are equal to the Aggregate Bottom Stop Capacity; and~~

~~(iv) upon any change in the Users who are Sharing Registered Users, unless Bottom Stop Supply Point Capacities are notified to the Transporter in accordance with paragraph (iii) not later than such change, the Bottom Stop Supply Point Capacity in respect of each DM Supply Point shall be the Aggregate Bottom Stop Capacity divided by the number of Firm DM Supply Points;~~

Comment [Dentons93]: Modification 0445

5.2.4 At any time at which a Supply Point Offer is outstanding in respect of a Proposed Supply Point which is a DM Supply Point:

- (a) the Proposing User may before submitting a Supply Point Confirmation notify the ~~Transporter~~CDSP that the User considers that the circumstances in paragraph 5.2.5 apply;
- (b) where a User so notifies the ~~Transporter~~CDSP:
 - (i) the User shall at the same time provide to the ~~Transporter~~CDSP details of the User's reasons for its view and of the Supply Point Capacity which the User considers should be the Prevailing Supply Point Capacity, and evidence therefor, which the CDSP shall provide to the Transporter;
 - (ii) the Transporter will consider the details and evidence provided by the User, and where it is reasonably satisfied that the circumstances in paragraph 5.2.5 do apply, will (after consultation with the User) notify the CDSP, who shall notify the User of a reduced Supply Point Capacity; and
 - (iii) if the User submits a further Nomination (for the purpose of this paragraph 5.2.4) in respect of the Proposed Supply Point, the reduced Supply Point Capacity under paragraph (ii) will be the Prevailing Supply Point Capacity for the purposes of the application of paragraph 2.7.3 in respect of any Supply Point Confirmation submitted by the User; and

- (c) where in the meantime the User has submitted a Supply Point Confirmation which has become effective, the User may by submitting a Supply Point Reconfirmation revise (consistently with such reduced Prevailing Supply Point Capacity) the Supply Point Capacity which it holds at the DM Supply Point, and (where the User does so) any Transportation Charges already invoiced and/or paid will be redetermined (but subject to paragraph 5.2.7) on the basis that the revised Supply Point Capacity was held with effect from the Supply Point Registration Date and appropriate invoicing adjustments made in accordance with Section S.

5.2.5 The circumstances referred to in paragraph 5.2.4 are that:

- (a) in applying for, or for an increase in, Supply Point Capacity, or in failing (in the Capacity Reduction Period) to apply for a reduction in Supply Point Capacity, an Existing Registered User acted either:
 - (i) in bad faith, in anticipation of or in consequence of the Proposing User's (or any other User's) Proposed Supply Point Registration; or
 - (ii) in good faith but in a manner which cannot reasonably be considered to have been commercially prudent for the Existing Registered User in the circumstances applicable to the Existing Registered User at the time; and
- (b) as a result, the Prevailing Supply Point Capacity is substantially higher than necessary.

5.2.6 For the purposes of paragraph 5.2.5:

- (a) the circumstances therein described do not include a change, since the application by the Existing Registered User for Supply Point Capacity or (as the case may be) an increase therein or the Capacity Reduction Period, in the nature or extent of the consumer's requirements for the supply of gas;
- (b) where the consumer's consumption of gas is weather-dependent, it shall not be considered commercially imprudent for the Existing Registered User to have held Supply Point Capacity equal to 1-in-20 peak day demand.

5.2.7 For the purposes of paragraph 5.2.4(c), no adjustment will be made in respect of any change in the Applicable Commodity Rate (where a function of Supply Point Capacity) in relation to any relevant Transportation Charge already invoiced or paid.

5.2.8 Where:

- (a) one of the Sharing Registered Users of a Shared Supply Meter Point applies to increase its Registered Supply Point Capacity at Supply Point which comprises such Supply Meter Point; and
- (b) another of such Sharing Registered Users applies to reduce its Registered Supply Point Capacity at such Supply Point with effect from the same date as, and by an amount which does not exceed the amount of, the increase applied for under paragraph (a)

then paragraph 5.2.1 shall not apply in respect of the application under paragraph (b).

5.3 Supply Point Offtake Rate

- 5.3.1 The "**Supply Point Offtake Rate**" in respect of a DM Supply Meter Point is the maximum instantaneous rate (in kWh/hour) at which a User is permitted to offtake gas from the Total System at that Supply Meter Point.
- 5.3.2 A User shall apply for a Supply Point Offtake Rate or revised Supply Point Offtake Rate:
- (a) when submitting a Supply Point Nomination (as a Proposing User) in respect of a Proposed Supply Point which is a DM Supply Point;
 - (b) when submitting a Capacity Revision Application (whether to increase or in the Capacity Reduction Period to reduce its Supply Point Capacity) in respect of a Registered DM Supply Point; and
 - (c) whenever the User becomes aware that the maximum offtake rate at a Registered DM Supply Point may be or has been subject to any increase or decrease;
- 5.3.3 Wherever a User applies for a Supply Point Offtake Rate or a revised Supply Point Offtake Rate:
- (a) the User shall estimate the maximum offtake rate, in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care; and
 - (b) the Supply Point Offtake Rate for which the User applies shall be not less than, nor substantially more than, such estimate.
- 5.3.4 A User shall take all reasonable steps to secure that it becomes aware of any increase or decrease (whether by reason of a change in the size or nature of, or the nature of the use of, the Consumer's Plant or otherwise) in the maximum offtake rate before and (in any event) as soon as reasonably practicable after such increase or decrease occurs (without prejudice to paragraph 5.5.4(c) or Section J3.8).
- 5.3.5 The Supply Point Offtake Rate prevailing at any time in respect of any DM Supply Point will be the Supply Point Offtake Rate specified in the Supply Point Offer, subject to any increase or decrease in such Supply Point Offtake Rate which has (at such time) been approved pursuant to paragraph 5.5.4.
- 5.3.6 In this paragraph 5.3, the "**maximum offtake rate**" is the maximum instantaneous rate (in kWh/hour) at which gas is or is likely to be offtaken from the Total System at a Registered DM Supply Point.
- 5.3.7 In relation to a DM Supply Point which comprises a Shared Supply Meter Point, the maximum offtake rate is to be determined as at the time of the expected greatest instantaneous rate of offtake in aggregate at all of the DM Supply Points which comprise such Shared Supply Meter Point ~~(s)~~.

Comment [Dentons94]: Correction

5.4 Absolute requirement

5.4.1 A User's Supply Point Capacity in respect of a DM Supply Point shall not be greater than 24 times, or less than 4 times, the Supply Point Offtake Rate; provided that in the case of an NTS Supply Point the User's Supply Point Capacity shall be equal to 24 times the Supply Point Offtake Rate.

5.4.2 The ~~Transporter~~CDS~~P~~ will reject any Supply Point Nomination in respect of a Proposed Supply Point which is also a DM Supply Point where the Nominated Supply Point Capacity and Supply Point Offtake Rate are not in compliance with paragraph 5.4.1.

5.4.3 ~~the Transporter~~The CDS~~P~~ will reject any Capacity Revision Application by the Registered User of a DM Supply Point where the Supply Point Offtake Rate (prevailing or applied for under paragraph 5.3.2(b)) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1.

5.4.4 In relation to a DM Supply Point which comprises Shared Supply Meter Point ~~(s)~~, the requirements in paragraph 5.4.1 shall apply by reference to the aggregate Supply Point Capacity held and the aggregate of the Supply Point Offtake Rates in respect of all the DM Supply Points which comprise such Shared Supply Meter Point.

Comment [Dentons95]: Correction

5.5 Other requirements

5.5.1 For the purposes of this Section G, in respect of a DM Supply Point:

- (a) the "**Maximum Supply Point Capacity**" is the quantity which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum quantity which it is feasible to make available for offtake in a 24 hour period at the DM Supply Point; and
- (b) the "**Maximum Supply Point Offtake Rate**" is the instantaneous rate of offtake (in kWh/hour) which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point

in each case consistently with the requirements of paragraph 5.4.

5.5.2 The "**Provisional Maximum Supply Point Capacity**" in respect of a DM Supply Point (other than a Proposed Supply Point which comprises a New Supply Meter Point and other than an NTS Supply Point) is whichever is the lesser of:

- (a) 2 times the Prevailing Supply Point Capacity; and
- (b) 16 times the Supply Point Offtake Rate or (in the case of a Proposed Supply Point) Nominated Supply Point Offtake Rate.

5.5.3 Where a Proposing User submits a Supply Point Nomination (i) for an Existing Supply Point, in which the Nominated Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Nominated Supply Point Offtake Rate exceeds the Supply Point Offtake Rate for the Existing Supply Point, or (ii) for a Supply Point comprising a New Supply Meter Point:

- (a) a Supply Point Offer will not be made until the CDSP has notified the Transporter and the Transporter has assessed whether it is feasible to make available gas for offtake at the Nominated Supply Point Offtake Rate or (in a 24 hour period) in the amount of the Nominated Supply Point Capacity and the Transporter has notified the CDSP of its assessment;
- (b) where the Transporter determines that the Nominated Supply Point Capacity exceeds the Maximum Supply Point Capacity, the Supply Point Capacity specified in the Supply Point Offer will be the Maximum Supply Point Capacity; and
- (c) where the Transporter determines that the Nominated Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the Supply Point Offtake Rate specified in the Supply Point Offer will be the Maximum Supply Point Offtake Rate;

5.5.4 Where the Registered User of a DM Supply Point (i) submits a Capacity Revision Application (for an increase) in which the increased Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Supply Point Offtake Rate (applied for under paragraph 5.3.2(b)) exceeds the prevailing Supply Point Offtake Rate, or (ii) applies for an increased Supply Point Offtake Rate pursuant to paragraph 5.3.2(c):

- (a) the application will not be approved until the CDSP has notified the Transporter and the Transporter has assessed whether it is feasible to make available gas for offtake at the proposed Supply Point Offtake Rate or (in a 24 hour period) in the amount of the proposed Supply Point Capacity and the Transporter has notified the CDSP of its assessment;
- (b) where the Transporter determines that the increased Supply Point Capacity applied for exceeds the Maximum Supply Point Capacity, the application will be approved (if otherwise approved under this paragraph 5) for the Maximum Supply Point Capacity;
- (c) where the Transporter determines that the proposed Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the application will be approved (if otherwise approved under this paragraph 5, where relevant) for the Maximum Supply Point Offtake Rate.

5.5.5 Where, following the occurrence of a Supply Point Ratchet in relation to a DM Supply Point, the sum of the Capacity Ratchet Amount and the User's Registered Supply Point Capacity would exceed the Provisional Maximum Supply Point Capacity the CDSP will inform the Transporter:

- (a) with effect from the following Day, and until the Transporter has assessed whether it is feasible to make available gas for offtake (in a 24 hour period) in the amount of such sum, the Ratcheted Supply Point Capacity shall be equal to the Provisional Maximum Supply Point Capacity;
- (b) with effect from the time at which the Transporter has assessed such feasibility and notified the CDSP, the Ratcheted Supply Point Capacity shall be equal to the lesser of:
 - (i) the Maximum Supply Point Capacity; and

(ii) the sum of the User's Registered Supply Point Capacity (immediately before the Supply Point Ratchet) and the Capacity Ratchet Amount; and

(c) the **Transporter**CDSP will inform the Registered User of the Ratchetted Supply Point Capacity determined under paragraph (b) as soon as reasonably practicable after ~~assessing~~ such feasibility was assessed by the Transporter and notified to the CDSP.

5.5.6 In relation to a DM Supply Point which comprises a Shared Supply Meter Point, this paragraph 5.5 and paragraph 6.5.3 shall apply by reference to the aggregate of the Supply Point Capacities and Supply Point Offtake Rates, and the rates and quantities at and in which it is feasible to make gas available for offtake in aggregate, at or in respect of the DM Supply Points which comprise such Shared Supply Meter Point; and accordingly any determination pursuant to this paragraph 5.5 or paragraph 6.5.3 will be made by reference to the expected increment in the aggregate offtake of gas from the Total System at the relevant Shared Supply Meter Point.

5.6 Maximum NDM offtake rate

5.6.1 This paragraph 5.6 applies in respect of NDM Supply Points.

5.6.2 Where the Registered User becomes aware that (as a result in any change in the extent or nature of the consumer's requirements for consumption of gas) there will be or there has been a threshold rate increase in respect of an NDM Supply Point whose Annual Quantity exceeds 732,000 kWh (25,000 therms) paragraph 5.6.5 shall apply.

5.6.3 For the purposes of this paragraph 5.6, a "**threshold rate increase**" is an increase in the maximum rate at which gas is from time to time offtaken from the Total System at the NDM Supply Point of more than:

- (a) where the Annual Quantity does not exceed 2,196,000 kWh (75,000 therms), 100 kW;
- (b) where the Annual Quantity exceeds 2,196,000 kWh (75,000 therms), 300 kW.

5.6.4 The Registered User shall take all reasonable steps to secure that it is made aware of any threshold rate increase before such increase occurs.

5.6.5 In the circumstances in paragraph 5.6.2, the Registered User shall:

- (a) notify the CDSP (who shall notify the Transporter) not less than 21 Supply Point Systems Business Days before the first time at which the threshold rate increase will occur, or if later as soon as possible after becoming aware of such increase, providing reasonable details of the amount of or reason for the increase;
 - (b) take reasonable steps to secure that no threshold rate increase, or no further offtake at the rate of the threshold rate increase, occurs until such time as the Transporter has notified the CDSP that it should either:
 - (i) providedprovide to the User the notice referred to in paragraph (c);
- or

Comment [Dentons96]: Modification 463S

- (ii) ~~notified~~ notify the User that it is feasible to make gas available for offtake at the Supply Point at the increased rate notified under paragraph (a); and
- (c) where the ~~Transporter~~ CDSP notifies to the User a rate which the Transporter determines as being the maximum instantaneous rate at which it is feasible to make gas available for offtake at the Supply Point, secure that the rate of offtake of gas does not exceed such rate.

5.6.6 The Transporter will not be obliged under any provision of the Code to make gas available for offtake at an NDM Supply Point at any rate in excess of a rate in respect of which the requirements of this paragraph 5.6 have been complied with.

5.7 Supply Point Offtake Rate Review Process

5.7.1 In accordance with this paragraph 5.7, Transporters and Users undertake, in relation to DM Supply Points, to annually review the Supply Point Offtake Rate at a DM Supply Point (the "**SPOR Review Process**").

5.7.2 The relevant Transporter, in respect of a DM Supply Point which is also a LDZ Supply Point, shall provide to the Registered User of the DM Supply Point, prior to the last [Supply Point Systems](#) Business Day in April of each Gas Year, an annual report, detailing the information specified in paragraph 5.7.3 (the "**Transporter SPOR Report**").

5.7.3 The Transporter SPOR Report shall be compiled in April of each Gas Year and shall specify (where the data is available and where the Transporter considers appropriate) for each DM Supply Point:

- (a) the existing Supply Point Offtake Rate for the time being held by the Registered User (the "**Existing Supply Point Offtake Rate**");
- (b) the single highest hourly offtake rate (in kWh/hour) recorded at the DM Supply Point during a period covering the months from October to March (inclusive) during the current Gas Year;
- (c) the Meter Point Reference Number;
- (d) the Supply Point Reference Number;
- (e) the address details; and
- (f) any further information relating to the DM Supply Point that the Transporter considers would assist the Registered User during the SPOR Review Process.

5.7.4 On receipt of the Transporter SPOR Report, the Registered User will enter into discussions with the relevant consumer or consumer's representative at each DM Supply Point and will endeavour to discuss the information detailed within the Transporter SPOR with a view to propose an appropriate Supply Offtake Rate ("**Proposed Supply Offtake Rate**") which is reflective of consumer requirements at the DM Supply Point.

Comment [Dentons97]: Modification 463S

5.7.5 For each DM Supply Point specified on the Transporter SPOR Report the Registered User shall provide to the relevant Transporter, prior to the last Supply Point Systems Business Day in July of each Gas Year, a report specifying:

Comment [Dentons98]: Modification 463S

- (a) the Proposed Supply Point Offtake Rate; and
- (b) where the Proposed revised Supply Point Offtake Rate is:
 - (i) less than or greater than the single highest hourly offtake rate provided to the Registered User in accordance with paragraph 5.7.3(b); or
 - (ii) is the same as the Existing Supply Point Offtake Rate provided to the Registered User in accordance with paragraph 5.7.3(a);

the reason or reasons (communicated to the User by the consumer) for this difference (the "**Registered User SPOR Report**").

5.7.6 Where the Proposed Supply Point Offtake Rate specified under paragraph 5.7.5(a) is different to the Existing Supply Point Offtake Rate, the Registered User shall amend the Existing Supply Point Offtake Rate by applying for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b), prior to the last Supply Point Systems Business Day in August in the Gas Year, save for where a reduction in the Supply Point Capacity is also required at the DM Supply Point, then the Registered User shall apply for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b) during the period from 1 October to 31 January (inclusive) of the following Gas Year

Comment [Dentons99]: Modification 463S

5.7.7 The Transporter CDSP will reject any Proposed Supply Point Offtake Rate by the Registered User of a DM Supply Point where the Supply Point Offtake Rate applied for under paragraph 5.3.2(b) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4. For these purposes the Supply Point Offtake Rate shall remain unchanged, however shall be subject to the SPOR Review Process in the following Gas Year.

5.8 CSEP Supply Meter Points

5.8.1 In this paragraph 5 references to Supply Points (and classes thereof) include CSEP Supply Points (and the corresponding classes thereof).

5.8.2 For the purposes of this paragraph 5, in relation to a CSEP Supply Point:

- (a) reference to consumer, or premises, or any device or equipment, is to the consumer, premises, or device or equipment at the IGTS Supply Point;
- (b) a reference to the offtake, or rate of offtake of gas (including the rate or maximum rate at which gas is or is likely to be offtaken) from the Total System is to the offtake or rate of offtake from the IGT System at the IGTS Supply Point;
- (c) references to the feasibility of making gas available for offtake at a CSEP Supply Point shall be construed as though the CSEP Supply Point were a single Individual System Exit Point (but taking account of all other offtake of gas at the Unmetered Connected System Exit Point).

5.8.3 For the purposes of this paragraph 5, in relation to a CSEP Supply Point:

- (a) references to a Supply Point Nomination or Supply Point Confirmation or related matters are to the equivalent things provided (pursuant to IGTAD Section E3.1) in the IGT Code;
- (b) it is acknowledged that (in relation to a Supply Point Nomination or Supply Point Confirmation or related matter) the User will (as IGTS User) communicate with the Independent Gas Transporter, and the Independent Gas Transporter will communicate with the Transporter; and (pursuant to the requirements of IGTAD Section E) the provisions (in relation to Supply Point Capacity and Supply Point Offtake Rate at a DM CSEP Supply Point) of paragraphs 2 and 5 will be given effect;
- (c) in the case of a Capacity Revision Application which does not involve a Supply Point Nomination, and for the purposes of paragraphs 5.6 and 5.7, the User will communicate directly with the Transporter.

6 INTERRUPTION

6.1 Introduction

6.1.1 This paragraph 6 contains provisions in relation to:

- (a) the designation of Supply Point Capacity at eligible Supply Points as Interruptible, pursuant to invitation to submit, submission and acceptance of Interruption Offers;
- (b) the designation of Supply Point Capacity at Temporary Interruptible Supply Points as Temporary Interruptible Supply Point Capacity, pursuant to paragraph 6.13;
- (c) requirements to be satisfied by Users in respect of Interruptible Supply Points;
- (d) the Interruption by a DN Operator of the offtake of gas from an LDZ at Interruptible Supply Points; and
- (e) the consequences of a failure to Interrupt.

6.1.2 For the purposes of the Code:

- (a) Supply Point Capacity at an LDZ Supply Point is "**Interruptible**" in relation to an Interruptible Period where it is subject to Interruption in accordance with this paragraph 6 and is "**Firm**" where it is not subject to Interruption;
- (b) Supply Point Capacity at an eligible Supply Point may be designated as Interruptible:
 - (i) pursuant to the acceptance of an Interruption Offer under paragraph 6.4; or
 - (ii) (upon a Supply Point Confirmation becoming effective) in accordance with paragraph 6.1.5(a);

- (c) Supply Point Capacity at a Temporary Interruptible Supply Point may be designated as Interruptible pursuant to paragraph 6.13;
- (d) an "**Interruptible Tranche**" of Supply Point Capacity at an LDZ Supply Point is a tranche (in kWh/Day) of DM Supply Point Capacity, designated as Interruptible and defined (i) in the case of a Temporary Interruptible Supply Point pursuant to paragraph 6.13; and (ii) in the case of any other LDZ Supply Point by the Registered User consistent with the requirements in paragraph 6.1.4, with an associated Interruption Allowance, Interruption Option Price and Interruption Exercise Price; and a "**proposed**" Interruptible Tranche is such a tranche which is the subject of an Interruption Offer;
- (e) "**Interruption**" in respect of a tranche of Supply Point Capacity at an LDZ Supply Point means interruption on the DN Operator's instruction (for one or more Days or parts of a Day) of the offtake of gas from the LDZ at the LDZ Supply Point to the extent required under paragraph 6.7, and references to an Interruptible Tranche being Interrupted and to the DN Operator's right to Interrupt an Interruptible Tranche shall be construed accordingly;
- (f) an "**Interruptible Period**" is a Gas Year or other period in which Supply Point Capacity at a Supply Point is designated as Interruptible;
- (g) an LDZ Supply Point is an "**Interruptible**" Supply Point in an Interruptible Period where the Registered User holds Interruptible Supply Point Capacity at the LDZ Supply Point in that period;
- (h) in relation to an Interruptible Tranche of Supply Point Capacity at a Supply Point and an Interruptible Period:
 - (i) the "**Interruption Option Price**" is the amount (if any) that the DN Operator is required (irrespective of Interruption) to pay to the User, in respect of each Day of the Interruptible Period, in respect of the designation of such Supply Point Capacity as Interruptible;
 - (ii) the "**Interruption Exercise Price**" is the amount (if any) that the DN Operator is required to pay to the User in respect of each Day upon which the DN Operator Interrupts such Interruptible Tranche;
 - (iii) the "**Overall Interruption Price**" is the amount (if any) that the DN Operator would pay in total by way of Interruption Exercise Price (on the assumption of Interruption on every Day of the Interruption Allowance) and Interruption Option Price

each expressed in pence per kWh/Day of Supply Point Capacity;
- (i) the "**Interruption Allowance**" is the number of Days in an Interruptible Period on which an Interruptible Tranche of Supply Point Capacity may be Interrupted;
- (j) the "**Minimum Interruptible Amount**" is the minimum amount of Supply Point Capacity which may be comprised in an Interruptible Tranche, determined (i) (in relation to Temporary Interruptible Supply Point Capacity) in accordance with paragraph 6.13 and (ii) (in relation to any other Supply

Point Capacity and an Interruption Zone) in accordance with the Interruptible Capacity Methodology and specified in an Interruption Invitation, subject to paragraph 6.2.5;

- (k) an "**eligible**" Supply Point is an LDZ Supply Point for which the Annual Quantity is greater than 5,860,000 kWh (200,000 therms).

6.1.3 References in this ~~paragraph~~ paragraph 6 to Supply Point Capacity are to DM Supply Point Capacity.

Comment [Dentons100]: Correction

6.1.4 The designation of Interruptible Tranches of Supply Point Capacity in respect of any Interruptible Period at an LDZ Supply Point must satisfy the following requirements:

- (a) the number of Interruptible Tranches shall not exceed nine (9);
- (b) the aggregate amount of the Interruptible Tranches shall not exceed (but need not be equal to) the amount of the Registered Supply Point Capacity;
- (c) the amount of each Interruptible Tranche shall not be less than the Minimum Interruptible Amount.

6.1.5 Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which comprises a Supply Meter Point that is comprised in an Existing Supply Point which is Interruptible in any Interruptible Period (an "**existing**" Interruptible Supply Point):

- (a) the DN Operator will provide details of the Interruptible Tranches of the existing Interruptible Supply Point to the User within two (2) days after submission of the Supply Point Confirmation (and such details will not have been provided earlier in the Supply Point Offer);
- (b) the Proposed Supply Point shall be an Interruptible Supply Point in relation to such Interruptible Period, having the same Interruptible Tranches of Supply Point Capacity (with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices) as the existing Interruptible Supply Point, subject to paragraph 6.1.6.

6.1.6 Where in relation to an Interruptible Supply Point:

- (a)
 - (i) (other than a Temporary Interruptible Supply Point) the amount of Supply Point Capacity held by the Registered User is subject to an increase pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is greater than the Prevailing Supply Point Capacity, the increased amount of Supply Point Capacity shall be Firm and there shall be no effect on the Interruptible Tranches of Supply Point Capacity in any Interruptible Period;
 - (ii) (which is a Temporary Interruptible Supply Point) the amount of Supply Point Capacity held by the Registered User is subject to an increase pursuant to any provision of the Code, or in relation to a

Supply Point Confirmation the Confirmed Supply Point Capacity is greater than the Prevailing Supply Point Capacity, the increased amount of Supply Point Capacity shall be Interruptible and the Interruptible Tranche shall be increased accordingly;

- (b) (including a Temporary Interruptible Supply Point) the amount of Supply Point Capacity held by the Registered User is subject to a decrease pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is less than the Prevailing Supply Point Capacity, the amount of the decrease shall be applied in relation to each Interruptible Period so as to reduce or extinguish the Interruptible Tranches and/or reduce the Firm Supply Point Capacity in such manner as may be agreed between the DN Operator and the Registered User (or, in the case of a Supply Point Confirmation, the Proposing User) or, in the absence of such agreement, in accordance with the following provisions:
- (i) the Interruptible Tranches in relation to such Interruptible Period shall be ranked in order of Overall Interruption Price, highest priced first;
 - (ii) the amount of the decrease in Supply Point Capacity shall be applied (so as to reduce or extinguish each such tranche) against the Interruptible Tranches in the order ranked, until the amount of the decrease has been fully applied or all Interruptible Tranches have been extinguished;
 - (iii) the remaining amount (if any) of the decrease in Supply Point Capacity shall be applied so as to reduce the amount of the Firm Supply Point Capacity;
 - (iv) if (pursuant to paragraph (ii) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm.

6.1.7 If at any time an Interruptible Supply Point (other than a Temporary Interruptible Supply Point in respect of which the Supply Point Capacity is designated by the DN Operator as Temporary Interruptible Supply Point Capacity) ceases to be an eligible Supply Point, the DN Operator may elect, by giving not less than two (2) months' notice to the Registered User, that the Supply Point shall cease to be Interruptible, in which case all Interruptible Tranches of Supply Point Capacity (in respect of any Interruptible Period) shall be redesignated as Firm with effect from the date of such election.

6.1.8 The Interruption Option Price in respect of any Interruptible Tranche:

- (a) shall be determined Daily in respect of the amount of the Interruptible Tranche on each Day of the Interruptible Period to which it relates, after taking account of any decrease in such amount pursuant to paragraph 6.1.6(b) and any redesignation of Supply Point Capacity as Firm in accordance with paragraph 6.5 or 6.6.7(b)(i);
- (b) shall be invoiced and is payable (irrespective of whether the DN Operator exercises its right of Interruption) monthly in arrears, in accordance with

Section S.

6.1.9 Without prejudice to the generality thereof, the indemnity provided for in Section V11.1.1 shall apply in respect of the taking of any steps or the exercise by the Transporter of any entitlement provided for in this paragraph 6.

6.2 Interruption Invitations

6.2.1 For the purposes of this paragraph 6:

- (a) an **"Interruption Offer"** is an offer by a User to designate one or more tranches of DM Supply Point Capacity at an eligible Supply Point as Interruptible in any Interruptible Period;
- (b) an **"Interruption Invitation"** is an invitation by a DN Operator to Users to submit Interruption Offers in relation to Supply Points in an LDZ or part of an LDZ;
- (c) an **"invitation date"** is a date on which Users may submit Interruption Offers pursuant to an Interruption Invitation;
- (d) the **"Interruptible Capacity Methodology"** is the methodology established by each DN Operator and approved by the Authority setting out:
 - (i) the financial terms (including terms as to Interruption Option Price and Interruption Exercise Price) on which Interruption Offers may be made;
 - (ii) the basis on which Interruption Offers will be ranked for selection;
 - (iii) the basis on which Interruption Zones within an LDZ may be defined;
 - (iv) different numbers of Days in an Interruptible Period which may comprise an Interruption Allowance;
 - (v) the basis on which Minimum Interruptible Amounts will be determined;
 - (vi) such further matters as may be contemplated by this paragraph 6 or otherwise which the DN Operator may (with the approval of the Authority) decide to include;
- (e) an **"Interruption Zone"** is the LDZ or part of an LDZ (determined in accordance with the Interruptible Capacity Methodology) in respect of which an Interruption Invitation is issued.

6.2.2 In each Gas Year (Y) a DN Operator shall invite Interruption Offers by Users in respect of each of Gas Years Y+4 to Y+8 inclusive, and may invite Interruption Offers in respect of Gas Years Y+1 to Y+3 inclusive (each a separate Interruptible Period) by an **"annual"** Interruption Invitation, in relation to which:

- (a) the invitation dates shall be ten (10) consecutive Supply Point Systems

Comment [Dentons101]: Modification 463S

Business Days in June of Gas Year Y;

- (b) the first such invitation date shall be not less than twenty eight (28) Days after the Interruption Invitation is issued.

6.2.3 A DN Operator may invite Interruption Offers at any other time and in respect of any other Interruptible Period (whether comprising all of part of any Gas Year), by an "**ad-hoc**" Interruption Invitation, in relation to which the invitation date(s) shall be such date or dates as the DN Operator may decide.

6.2.4 An Interruption Invitation shall specify:

- (a) the identity of the DN Operator;
- (b) the Interruptible Period(s) in respect of which the invitation is issued;
- (c) the Interruption Zone(s) in respect of which the invitation is issued;
- (d) the invitation date(s);
- (e) the Minimum Interruptible Amount in respect of each Interruption Zone, subject to paragraph 6.2.5;
- (f) the available Interruption Allowances (in accordance with the Interruptible Capacity Methodology);
- (g) in respect of each of the available Interruption Allowances, the amount (if any), as estimated by the DN Operator at the time the Interruption Invitation is issued, of Supply Point Capacity (in excess of the amount which, at the time of the Interruption Invitation, is already Interruptible) in the Interruption Zone required to be Interruptible in each Interruptible Period;
- (h) the maximum number (if greater than one) of alternative Interruption Offers which may be submitted in respect of any Supply Point, tranche of Supply Point Capacity and Interruptible Period;
- (i) such further terms and conditions of the invitation as may be required or permitted by the Interruptible Capacity Methodology.

6.2.5 The Minimum Interruptible Amount specified in respect of an Interruption Zone in an Interruption Invitation relating to any Interruptible Period may not be greater than the Minimum Interruptible Amount in respect of that Interruption Zone (or any other Interruption Zone which falls wholly or partially in that Interruption Zone) in any earlier Interruption Invitation relating to that Interruptible Period.

6.3 Interruption offers

6.3.1 The Registered User of an eligible Supply Point in the relevant Interruption Zone may submit Interruption Offers pursuant to an Interruption Invitation in accordance with this paragraph 6.3.

6.3.2 An Interruption Offer shall specify:

- (a) the identity of the User;

- (b) the Interruption Invitation in respect of which the Interruption Offer is made;
 - (c) the Supply Point (within the relevant Interruption Zone) in respect of which the Interruption Offer is made;
 - (d) the Interruptible Period(s) in respect of which the Interruption Offer is made;
 - (e) the following details (consistent with the requirements in paragraphs 6.1.4 and 6.3.3) of each proposed Interruptible Tranche:
 - (i) the amount (in kWh/Day of Supply Point Capacity) of the proposed Interruptible Tranche;
 - (ii) the Interruption Allowance (being one of the available allowances in the Interruption Invitation);
 - (iii) the Interruption Option Price (in pence per kWh/Day of Interruptible Supply Point Capacity);
 - (iv) the Interruption Exercise Price (in pence per kWh/Day of Supply Point Capacity per Day of Interruption); and
 - (f) such further details as may be permitted or required by the Interruptible Capacity Methodology.
- 6.3.3 Where (pursuant to an earlier Interruption Invitation) a Supply Point is already an Interruptible Supply Point in an Interruptible Period, an Interruption Offer in relation to that Interruptible Period (or in the case of an ad-hoc Interruption Invitation, an Interruptible Period falling within that period):
- (a) may specify additional proposed Interruptible Tranches, provided that the requirements in paragraph 6.1.4(a) and 6.1.4(b) shall apply in respect of the existing and proposed Interruptible Tranches in aggregate;
 - (b) subject to any requirements in the Interruptible Capacity Methodology, may specify an increase in the Interruption Allowance in respect of any existing Interruptible Tranche.
- 6.3.4 A User may submit an Interruption Offer, and may withdraw or modify an Interruption Offer already submitted in respect of the Interruption Invitation, at any time between 08:00 hours and 17:00 hours on an invitation date.
- 6.3.5 In relation to an Interruption Invitation, Supply Point, proposed Interruptible Tranche and Interruptible Period, a User may have, at any one time, up to but no more than the number prescribed in the Interruption Invitation of Interruption Offers capable of acceptance by a DN Operator.
- 6.3.6 A DN Operator may reject an Interruption Offer where:
- (a) the Interruption Offer is made in respect of an Supply Point which is not an eligible Supply Point;
 - (b) the User submitting the Interruption Offer is not the Registered User of the

Supply Point in respect of which the Interruption Offer is made;

- (c) the Interruption Offer does not comply with any of the requirements in paragraphs 6.1.4, 6.3.2 and (if applicable) 6.3.3;
- (d) the Interruption Offer does not comply with any other requirement specified (consistent with the Interruptible Capacity Methodology) in the Interruption Invitation.

6.3.7 The DN Operator will inform the User of the rejection of an Interruption Offer pursuant to paragraph 6.3.6 within two (2) [Supply Point Systems](#) Business Days after the invitation date on which the offer was submitted.

Comment [Dentons102]: Modification 463S

6.4 Acceptance of Interruptible Offers

6.4.1 In relation to each Interruption Invitation, the DN Operator shall:

- (a) select Interruption Offers (from those prevailing at the end of the last invitation date) for acceptance in accordance with the Interruptible Capacity Methodology;
- (b) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted; and
- (c) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted.

6.4.2 Where the DN Operator accepts an Interruption Offer:

- (a) the proposed Interruptible Tranche subject to the Interruption Offer shall be designated as Interruptible;
- (b) the DN Operator shall be liable to pay the User the Interruption Option Price in accordance with paragraph 6.1.8.

6.4.3 In relation to each Interruption Invitation, the DN Operator will publish the details set out in paragraph 6.4.4, in respect of the LDZ as a whole, and separately in respect of each Interruption Zone in respect of which Interruption Offers submitted by at least three (3) Users were accepted:

- (a) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation; and
- (b) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation.

6.4.4 The details referred to in paragraph 6.4.3 are:

- (a) the number of Interruption Offers received;

- (b) the number of Interruption Offers accepted by the DN Operator;
- (c) the aggregate amount of Supply Point Capacity in respect of which Interruption Offers were received;
- (d) the aggregate amount of Supply Point Capacity which was designated as Interruptible pursuant to Interruption Offers accepted by the DN Operator;
- (e) the highest and lowest Overall Interruption Prices submitted by Users; and
- (f) the highest and lowest Overall Interruption Prices submitted by Users under Interruption Offers which were accepted.

6.5 Redesignation of Supply Point Capacity as Firm

- 6.5.1 The Registered User of an Interruptible Supply Point may at any time (other than in a period between the issue of an Interruption Invitation and the last of the invitation dates under such invitation) apply to the DN Operator to redesignate Interruptible Supply Point Capacity as Firm, by notice specifying:
- (a) the identity of the Supply Point;
 - (b) the date ("**redesignation date**"), not less than two months after the application is made, with effect from which the redesignation is requested to take effect;
 - (c) the quantity of Supply Point Capacity to be redesignated as Firm.
- 6.5.2 The DN Operator shall accept an application to redesignate Interruptible Supply Point Capacity as Firm with effect from the redesignation date unless the DN Operator determines and notifies the User that the Firm Transportation Requirement will not (at such date or at any time thereafter) be satisfied, in which case the application shall lapse.
- 6.5.3 For the purposes of the Code the "**Firm Transportation Requirement**" in respect of an Interruptible Tranche of Supply Point Capacity is the requirement that (after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points) it would be feasible, without the right of Interruption of such Interruptible Tranche, to make gas available for offtake at the Supply Point at a rate not less than the Supply Point Offtake Rate and in quantities (in a twenty-four (24) hour period) in the amount of the Supply Point Capacity.
- 6.5.4 Where an application to redesignate Interruptible Supply Point Capacity as Firm is accepted, in relation to each relevant Interruptible Period:
- (a) the Interruptible Tranches of Supply Point Capacity shall be ranked in order of Overall Interruption Price, highest-priced first;
 - (b) the Supply Point Capacity in each such tranche, in the order ranked, shall be redesignated as Firm, until the requested amount of Supply Point Capacity has been redesignated or (as the case may be) all of the Interruptible Supply Point Capacity has been redesignated;
 - (c) if (pursuant to paragraph (b) the residual amount of any Interruptible Tranche is

less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm.

6.5.5 For the purposes of paragraph 6.5.3:

- (a) a relevant Interruptible Period is any Interruptible Period, commencing from the Interruptible Period in which the redesignation date falls, for which there is Interruptible Supply Point Capacity at the Supply Point;
- (b) the redesignation shall take effect with effect from the redesignation date.

6.6 Requirements as to Interruptible Supply Points

6.6.1 By submitting an Interruption Offer in respect of an LDZ Supply Point in relation to any Interruptible Period, or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point (including, for the avoidance of doubt, an Interruptible Supply Point with Temporary Interruptible Supply Point Capacity), and by not applying to redesignate Supply Point Capacity as Firm at any time, the Registered User represents to the DN Operator that, or where the User is not the supplier that the supplier has represented to the User that, the requirement in paragraph 6.6.2 will be complied with.

6.6.2 The requirement referred to in paragraph 6.6.1 is that the contract or contracts of supply to the consumer, in force at the time of the User's action or omission under paragraph 6.6.1, oblige the consumer to give effect to Interruption (including in the case where the requirement for Interruption is notified by the DN Operator under paragraph 6.8.4) to the extent required on the basis of the Interruptible Tranches of Supply Point Capacity which will exist as a result of such action or omission.

6.6.3 Where a User is or is to become the Registered User of one or more Interruptible Supply Points the User shall:

- (a) not later than the relevant date (in accordance with paragraph 6.6.6) in respect of the first Interruptible Supply Point of which it becomes Registered User, provide to the DN Operator at least one telephone number and at least one (1) facsimile number (but not more than four (4) numbers in total) by means of which the DN Operator may contact, twenty-four (24) hours a Day, a representative of the User, and the name(s) or title(s) of not more than three (3) representatives of the User who may be contacted at such numbers;
- (b) maintain the details provided under paragraph (a) up to date, and notify the DN Operator of any change in such details before such change takes effect; and
- (c) secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) or by facsimile.

6.6.4 A User shall, in relation to each Interruptible Supply Point of which it is or is to become the Registered User:

- (a) not later than the relevant date (in accordance with paragraph 6.6.6), provide to the DN Operator:

- (i) in accordance with paragraph (e), the names and/or job titles of representatives of the consumer ("**interruption contacts**") (who, for the avoidance of doubt, may be the same contacts as those referred to in Section Q as "emergency contacts"), provided that the total number of interruption contacts provided for under this paragraph (and emergency contacts provided for under Section Q) shall not exceed five (5) in relation to any Supply Point;
- (ii) at least one (1) (but not more than four (4)) telephone numbers for each interruption contact by means of which the DN Operator may contact, twenty-four (24) hours a day, at least one interruption contact; and
- (iii) one (1) facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions twenty-four (24) hours a day;
- (b) take all reasonable steps to secure that the details provided under paragraph (a) are maintained up to date and to notify the DN Operator of any change in such details before such change takes effect;
- (c) take all reasonable steps to secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) and by facsimile;
- (d) secure that the consumer acknowledges the right of the DN Operator to contact the consumer in the circumstances in paragraph 6.8.4 and undertakes to comply with any notification by the DN Operator thereunder; and
- (e) for the purposes of paragraph (a):
 - (i) in the case of an Interruptible Supply Point in respect of any site which is manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than four (4) interruption contacts; and
 - (ii) in the case of an Interruptible Supply Point in respect of any site which is not manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than two (2) interruption contacts.

6.6.5 For the purposes of enabling the DN Operator to plan the exercise of its rights as to Interruption of Interruptible Supply Points, in relation to each Gas Year the Registered User of an Interruptible Supply Point will, if so required by the DN Operator, not later than the relevant date (in accordance with paragraph 6.6.6) and thereafter from time to time upon any significant change in such details, obtain from the consumer or supplier and provide to the DN Operator the consumer's best estimate of the following details:

- (a) whether or not gas is likely in normal circumstances to be offtaken at or between particular times of Day specified by the DN Operator for the purposes of this paragraph 6.6.5;
- (b) the maximum quantity of gas to be offtaken on any Saturday and on any

Sunday; and

- (c) holiday periods in each year during which gas will not be offtaken from the LDZ at the Supply Point.

6.6.6 For the purposes of paragraphs 6.6.3, 6.6.4 and 6.6.5, the relevant date in respect of an Interruptible Supply Point in relation to a User is:

- (a) the day which is twenty eight (28) days before the start of the first Interruptible Period in respect of which the User submitted any Interruption Offer in relation to that Supply Point; or
- (b) (as the case may be) the date on which the User submits a Supply Point Confirmation as provided in paragraph 6.1.5.

6.6.7 If the User fails to comply with any of the requirements in paragraphs 6.6.3, 6.6.4 and 6.6.5, then (without prejudice to the User's continuing obligation to comply):

- (a) the DN Operator may notify the User of such failure;
- (b) if within five (5) **Supply Point Systems** Business Days after the DN Operator's notification under paragraph (a) the User has not remedied such failure to comply:
 - (i) the DN Operator may give notice to the User to the effect that
 - (1) the Supply Point Capacity comprised in all or any of the Interruptible Tranches in relation to any Interruptible Period is redesignated as Firm; or
 - (2) in the case of Temporary Interruptible Supply Point Capacity, the provisions of paragraph 6.13.3(d) apply and the designation of such DM Supply Point Capacity as Temporary Interruptible Supply Point Capacity is terminated with immediate effect and the Maximum Supply Point Offtake Rate in respect of the relevant Temporary Interruptible Supply Point shall, with effect from the time of such termination, be reduced to zero until such time as the Supply Point Capacity at the Temporary Interruptible Supply Point is subsequently designated as Interruptible or Firm pursuant to the paragraph 6;
 - (ii) in any event, the DN Operator shall not be liable to pay the Interruption Option Price in respect of any Interruptible Tranche in respect of any month until the failure to comply is remedied.

Comment [Dentons103]: Modification 463S

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

- (a) exercises (other than pursuant to an Interruption Notice under paragraph 6.8.1) any entitlement to require the consumer to discontinue consuming gas offtaken from the LDZ 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 6.6.10, inform the DN Operator of the matters set out in paragraph 6.6.9, provided that the Registered User shall use reasonable endeavours to inform the DN Operator not more than one (1) hour after such discontinuance and/or not less than one (1) hour before such resumption.

- 6.6.9 The matters to be informed by the Registered User to the DN Operator pursuant to paragraph 6.6.8 are:
- (a) the identity of the Interruptible 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.
- 6.6.10 For the purposes of paragraph 6.6.8 the User will give the relevant information to the DN Operator by means of telephone or facsimile, unless it has given to the DN Operator 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 DN Operator for the purposes of paragraph 6.6.8 only by Batch Transfer Communication, and will promptly inform the DN Operator by telephone or facsimile of the transmission of each such Batch Transfer Communication.
- 6.6.11 Where the DN Operator notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 6.6.10, that User will promptly send to the DN Operator by facsimile the information contained in that Batch Transfer Communication.
- 6.6.12 Where the Transporter reasonably determines, in relation to an Interruptible Supply Point whose Annual Quantity does not exceed 58,600,000 kWh (2,000,000 therms), that (by reason of the location or other characteristics of the part of the System in which the Supply Point is located, or the nature of the Consumer's Plant) the operational benefits of the Transporter's ability to Interrupt the Supply Point would be materially diminished unless individual Output Nominations are made in respect of the Supply Point, the Transporter may designate the Supply Point as requiring individual Output Nominations for the purposes of Section A4.5.3.
- 6.6.13 Any designation under paragraph 6.6.12 shall be:
- (a) in the case of an existing Supply Point Registration, by notice to the Registered User not later than the fifth (5th) Supply Point Systems Business Day in September in the Gas Year preceding the first Gas Year in which such designation is to be effective; or
 - (b) in the case of a Proposed Supply Point Registration, in the Supply Point Offer.

Comment [Dentons104]: Modification 463S

6.7 Interruption

- 6.7.1 The DN Operator shall be entitled, in accordance with the further provisions of this paragraph 6, to require Interruption on a number of Days in an Interruptible Period not exceeding the Interruption Allowance, in respect of any Interruptible Tranche of Supply

Point Capacity at a Supply Point.

6.7.2 Where (in accordance with this paragraph 6) the DN Operator requires Interruption at a Supply Point, the Registered User shall secure that the requirements in paragraph 6.7.3 are complied with.

6.7.3 The requirements are that:

- (a) at all times at which the requirement for Interruption is in force, the rate of offtake of gas, in kWh/hour, at the Supply Point does not exceed a rate of offtake determined as follows:

$$SPOR * (SPC - IT) / SPC$$

and

- (b) on each Day or part Day of Interruption the quantity of gas offtaken, in kWh, during the period in which the requirement for interruption is in force, does not exceed a quantity determined as follows:

$$(SPC - IT) * H / 24$$

where

SPOR is the Supply Point Offtake Rate;

SPC is the Registered Supply Point Capacity;

IT is the amount or aggregate amount (in kWh/Day) of the Interruptible Tranche or Interruptible Tranches which were subject to Interruption pursuant to the relevant requirement;

H is the period in hours on the Day during which the requirement for Interruption was in force.

6.7.4 Subject to paragraph 6.7.5, the DN Operator may require Interruption at an Interruptible Supply Point:

- (a) for operational purposes in connection with the management of its System, or
- (b) on not more than three (3) Days in any Gas Year, where the DN Operator has any reasonable doubt as to whether the requirements in paragraph 6.6.2 are satisfied or the provisions of this paragraph 6.7 in relation to Interruption are or are capable of being complied with in respect of the Supply Point, for the purposes of verifying such matters

and the DN Operator may, where it has issued an Interruption Notice pursuant to paragraph (a) or (b), issue a replacement Interruption Notice pursuant to the other subparagraph and from the time at which such replacement notice takes effect all rights, obligations or restrictions applicable to such replacement notice shall apply accordingly and shall supersede those applicable to the replaced notice.

6.7.5 The number of Days (including parts of a Day) in respect of which the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity in any Interruptible Period shall not exceed the Interruption Allowance.

- 6.7.6 Where the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity, the DN Operator shall pay to the Registered User the Interruption Exercise Price invoiced and payable in accordance with Section S in respect of such Interruptible Tranche, for each Day (including part of a Day) of such Interruption.
- 6.7.7 For the purposes of paragraphs 6.7.5 and 6.7.6, a Day in respect of which the DN Operator gives more than one Interruption Notice in respect of an Interruptible Tranche shall be counted only as one (1) Day of Interruption of the Interruptible Tranche.
- 6.7.8 The exercise by the DN Operator of any right (other than pursuant to this paragraph 6.7) to require or secure the discontinuance or reduction of offtake at any Supply Meter Point shall not count towards the use of any Interruption Allowance or otherwise count as Interruption for the purposes of this paragraph 6.7.
- 6.7.9 For the purposes of this paragraph 6, where an Interruption Notice is given in relation to an Interruptible Supply Point, the requirement for Interruption pursuant to that notice is **"in force"** with effect from the Interruption Start Time specified in the notice until:
- (a) the time specified in the DN Operator's notification under paragraph 6.8.5 or (if no time is specified) the time that such notification is given, or
 - (b) if earlier, the Interruption Start Time under another Interruption Notice relating to the same Interruptible Supply Point.

6.8 Interruption Notification Requirements

- 6.8.1 Where the DN Operator requires or has a revised requirement for Interruption in respect of one or more Interruptible Tranches at one or more Supply Points, the DN Operator will give to the Registered User, not less than five (5) hours before the time (**"Interruption Start Time"**) with effect from which Interruption is required, notice (**"Interruption Notice"**) specifying:
- (a) the Supply Points and (for each Supply Point) the Interruptible Tranche(s), to be Interrupted;
 - (b) the Gas Flow Day;
 - (c) the Interruption Start Time; and
 - (d) the DN Operator's estimate (which shall not bind the DN Operator) of the time at which the requirement for Interruption will cease to apply.
- 6.8.2 The User may request by telephone or facsimile an alteration to the Supply Points and Interruptible Tranches specified in the Interruption Notice; and where not less than five (5) hours before the Interruption Start Time the DN Operator and the User have agreed (but so that the DN Operator shall not be required to agree) upon such an alteration, the Interruption Notice will be revised accordingly and resubmitted by the DN Operator to the User as soon as reasonably practicable.
- 6.8.3 The User shall, by telephone or facsimile (or otherwise in accordance with this paragraph 6.8):

- (a) not later than thirty (30) minutes after Interruption Notice was given, acknowledge receipt of that notice;
- (b) not later than five (5) hours after Interruption Notice was given, confirm to the DN Operator that Interruption (in accordance with such notice) has taken place or shall take place; and
- (c) as soon as reasonably practicable, notify the DN Operator of any facts or circumstances known to the User that might prevent Interruption from taking place or cause Interruption to take place after the Interruption Start Time;

6.8.4 Where the User has not acknowledged receipt of an Interruption Notice within thirty (30) minutes after such notice was given, the DN Operator may not less than four (4) hours before the Interruption Start Time notify the requirement for Interruption at each relevant Supply Point directly to the consumer, specifying the Gas Flow Day, Interruptible Tranches subject to Interruption and Interruption Start Time.

6.8.5 Where the DN Operator has given an Interruption Notice (which has not been superseded by another such notice) in respect of any Interruptible Tranche(s) of Supply Point Capacity, as soon as reasonably practicable after the DN Operator determines that the requirement for Interruption at that Interruptible Tranche no longer applies or will at a certain time cease to apply (having regard to the circumstances in accordance with paragraph 6.7.4 in which such notice was given), the DN Operator will so notify the User specifying the time (where later than the time of such notification) at which the requirement for Interruption will no longer apply.

6.9 Not Used

6.10 Failure to Interrupt

6.10.1 For the purposes of the Code:

- (a) subject to paragraph (b), there is a "**failure to Interrupt**" in relation to an Interruptible Tranche of Supply Point Capacity where, on any occasion on which the DN Operator requires Interruption in respect of the Supply Point, either of the requirements in paragraph 6.7.3 is not complied with on any Day (the "**failure Day**") during which the requirement for Interruption was in force;
- (b) a failure to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b) will be counted as a failure to Interrupt for the purposes of paragraph 6.10.2 if:
 - (i) the User does not demonstrate to the reasonable satisfaction of the DN Operator that all appropriate steps are being taken to ensure that such a failure does not recur at the relevant Supply Point; or
 - (ii) the failure is the third failure occurring at the relevant Supply Point during the same Gas Year to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b)

but not otherwise; provided that any such failure shall be counted as a failure to interrupt for the purposes of paragraph 6.10.6;

- (c) for the purposes of paragraph 6.10.1(b), a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point.

6.10.2 Where there is a failure to Interrupt at a Supply Point:

- (a) irrespective of whether the failure to Interrupt resulted from Force Majeure, and irrespective of the size and number of the Interruptible Tranches which were subject to Interruption, where the DN Operator determines that the failure to Interrupt results in a significant risk to the security of the relevant System the DN Operator may take any steps available to it to isolate or disconnect the Supply Meter Point (irrespective of whether it is a Shared Supply Meter Point) comprised in the Supply Point; and
- (b) save to the extent the failure to Interrupt resulted from Force Majeure, and subject to paragraph 6.10.8, the Registered User shall pay, in respect of each failure Day, a charge determined as the aggregate, for all Interruption Notices under which the requirement for Interruption was in force on that Day, of the following:

$$X = 2 * Y * Z$$

where:

X is the amount payable in respect of each Interruption Notice in respect of the failure Day;

Y is the greater of:

Y1 the aggregate quantity (in kWh) of gas offtaken at the Supply Point, at any time or times on the Day at which the requirement for Interruption was in force, at a rate in excess of the rate permitted in paragraph 6.7.3(a); and

Y2 the quantity (in kWh) offtaken, during the period in the Day in which the requirement for Interruption was in force, in excess of the quantity permitted in paragraph 6.7.3(b);

Z is the greater of:

Z1 the Applicable Annual Rate of the LDZ Capacity Charge in respect of the Supply Point; and

Z2 the weighted average Overall Interruption Price applicable in respect of the Interruptible Tranches which the User is treated as having failed to Interrupt, determined in accordance with paragraph (c);

- (c) for the purposes of determining 'Z2':
 - (i) the Interruptible Tranches which were subject to Interruption shall be ranked in order of Overall Interruption Price, highest-priced first;
 - (ii) the quantity 'Y' shall be allocated to such Interruptible Tranches in

the order ranked, until such quantity has been allocated in full;

(iii) the Interruptible Tranches which the User is treated as having failed to Interrupt shall be the tranches to which the quantity 'Y' was so allocated (and where the amount or remaining unallocated amount of the quantity 'Y' is less than the amount of the relevant Interruptible Tranche, such amount or remaining unallocated amount is the "**failed portion**" of such tranche);

(iv) the weighted average Overall Interruption Price is determined as follows:

$$\frac{\sum_T (QTF_T * OIP_T)}{\sum_T QTF_T}$$

where

Σ_T is summation by the Interruptible Tranches which the User was treated as failing to Interrupt

and where for each such Interruptible Tranche

QTF_T is the amount (or as the case may be the failed portion) of the Interruptible Tranche

OIP_T is the Overall Interruption Price of such Interruptible Tranche.

- 6.10.3 The amounts payable under paragraphs 6.10.2(b) and 6.10.4 will be invoiced and are payable in accordance with Section S.
- 6.10.4 Where the DN Operator takes any such steps as are referred to in paragraph 6.10.2(a) the Registered User will be liable to reimburse to the DN Operator the costs and expenses incurred by the DN Operator in taking such steps and in any subsequent reconnection or restoration of the connection of the Supply Point.
- 6.10.5 The Registered User shall secure that there is made available to the DN Operator such access to the Supply Point and the Supply Meter Point comprised in the Supply Point as shall be required for the purposes of paragraph 6.10.2(a).
- 6.10.6 No Day on which there is a failure to Interrupt in respect of an Interruptible Tranche of Supply Point Capacity shall count:
- (a) towards use of the Interruption Allowance in respect of that Interruptible Tranche under paragraph 6.7.6, or
 - (b) as a Day in respect of which the DN Operator is required to pay the Interruption Exercise Price under paragraph 6.7.7.
- 6.10.7 The following shall not be Force Majeure affecting a User for the purposes of this paragraph 6.10:
- (a) the unavailability of any such representative as is referred to in paragraph 6.6.3 or 6.6.4 of the User or the consumer to be contacted by the DN Operator, other than for wholly unforeseeable and unavoidable reasons (which must also satisfy the conditions for being Force Majeure); and

- (b) the fact that there is no facility for the Consumer's Plant to operate with a supply of fuel or energy alternative to or in substitution for gas.

6.10.8 Where the Registered User has requested (in compliance with the applicable requirements of paragraph 3) the Isolation of each Supply Meter Point comprised in an Interruptible Supply Point, subject to paragraph 3.7, the User shall not be liable under paragraph 6.10.2(b) in respect of any subsequent failure to Interrupt at such Supply Point (unless and until any such Supply Meter Point is re-established).

6.11 Shared Supply Meter Points

6.11.1 This paragraph 6.11 applies in respect of any Interruptible Supply Point(s) in which a Shared Supply Meter Point is comprised.

6.11.2 Paragraph 6.7.3 shall apply on an aggregated basis, in respect of Supply Points ("relevant" Supply Points) which comprise the Shared Supply Meter Point, and in accordance with the further provisions of this paragraph 6.11.

6.11.3 Where an Interruption Notice is given in respect of any such Interruptible Supply Point:

- (a) for the purposes of paragraph 6.7.3(a), the maximum permitted rate of offtake at the Supply Point) shall be:

$$(SPC - IT) / SPC$$

- (b) for the purposes of paragraph 6.7.3(b), the maximum permitted quantity (in aggregate at all relevant Supply Points) shall be:

$$\sum_F SPC + \sum_I (SPC - IT) * H / 24$$

where

\sum_F is summation over all (if any) relevant Firm Supply Points

\sum_I is summation over all (if any) relevant Interruptible Supply Points

and where SPOR, SPC, IT and H have the meanings in paragraph 6.7.3.

6.11.4 The provisions of paragraph 6.10.2(b) shall apply, irrespective of the allocation (including pursuant to paragraphs 1.7.7 or 1.7.8) among Users of the quantity of gas offtaken on any Day at the relevant DM Supply Points, on the following basis:

- (a) the quantity 'Y' shall be determined on the basis of the aggregate quantities offtaken at all relevant DM Supply Points in excess of the permitted rate or amount in accordance with paragraph 6.11.3;
- (b) all Interruptible Tranches subject to Interruption at all relevant DM Supply Points in aggregate shall be ranked as provided in paragraph 6.10.2(c)(i), and the aggregate quantity 'Y' allocated to them as provided in paragraph 6.10.2(c)(ii), to determine (under paragraph 6.10.2(c)(iii)) the Interruptible Tranches which the Registered Users are treated in aggregate as having failed to Interrupt;
- (c) the Registered Users of the Interruptible Supply Points shall be liable for the

aggregate amount payable in respect of a Day pursuant to paragraph 6.10.2(b) (as determined in accordance with this paragraph 6.11.4):

- (i) in the prevailing proportions (if any) notified under paragraph 1.7.13(b);
- (ii) in the absence of any such notified proportions, in proportion to the Nominated Quantities for the Day in respect of the relevant DM Supply Points comprised in the Interruptible Supply Points.

6.12 Interruptible LDZ Capacity at LDZ CSEPs

6.12.1 Subject to the applicable CSEP Network Exit Provisions and the provisions of any Ancillary Agreement relating to the CSEP:

- (a) a CSEP User or CSEP Users may designate a tranche or tranches of LDZ Capacity in relation to an LDZ CSEP as interruptible, subject to and in accordance with this paragraph 6.12;
- (b) the DN Operator may designate a tranche of LDZ Capacity in relation to a New Metered CSEP as Temporary Interruptible LDZ Capacity, subject to and in accordance with paragraph 6.14.

6.12.2 In this paragraph 6.12 references to an LDZ CSEP are to an LDZ System Point as referred to in Section A3.3.1 and not to any separate System Exit Point deemed (pursuant to CSEP Network Exit Provisions) to be comprised in such a System Point as provided in Section A3.3.5.

6.12.3 For the purposes of this paragraph 6.12, paragraphs 6.1 to 6.10 shall apply, subject to the further provisions of this paragraph 6.12, as if references in those paragraphs:

- (a) to an LDZ Supply Point were to an LDZ CSEP;
- (b) to a Supply Meter Point were to an Individual System Exit Point comprised in a CSEP;
- (c) to DM Supply Point Capacity were to LDZ Capacity;
- (d) to the Registered User of a Supply Point were to a CSEP User in relation to a CSEP;
- (e) to a User, in the context of an Interruptible Tranche, were to all of the Interruptible CSEP Users (in accordance with paragraph 6.12.5).

6.12.4 Paragraphs 6.1.5, 6.5, 6.6, 6.7.4(b), 6.8.4, 6.10.2(a) and 6.10.4 shall not apply for the purposes of this paragraph 6.12 (but without prejudice to any equivalent provisions of the CSEP Network Exit Provisions and/or any Ancillary Agreement).

6.12.5 For the purposes of this paragraph 6.12, in relation to each Interruptible Tranche of LDZ Capacity at an LDZ CSEP for an Interruptible Period:

- (a) the CSEP User(s) ("**Interruptible CSEP User(s)**") associated with such Interruptible Tranche, and

- (b) the proportions ("**Interruptible CSEP Proportions**", aggregating one (1)) in which the Interruptible CSEP User(s) have entitlements and liabilities in respect of such Interruptible Tranche

shall be determined in accordance with paragraphs 6.12.6 and 6.12.7.

6.12.6 An Interruption Offer in respect of a CSEP:

- (a) shall specify, in addition to the requirements (construed in accordance with paragraph 6.12.3) in paragraph 6.3.2, in respect of each Interruptible Tranche of LDZ Capacity, the identity of each Interruptible CSEP User and the Interruptible CSEP Proportions (aggregating one (1)) for such CSEP Users;
- (b) shall be submitted by or on behalf of all of the Interruptible CSEP Users.

6.12.7 The identity of the Interruptible CSEP User(s), and/or their respective Interruptible CSEP Proportions (aggregating one (1)), in respect of an Interruptible Tranche of LDZ Capacity at an LDZ CSEP, may be varied from time to time by a notice submitted to the DN Operator submitted by or on behalf of each CSEP User which (prior to such notice) is, or (pursuant to such notice) is to become, an Interruptible CSEP User.

6.12.8 There is no requirement under the Code that (and the DN Operator will not be concerned with whether) the Interruptible CSEP User(s) at an LDZ CSEP hold or continue to hold LDZ Capacity corresponding to their respective Interruptible CSEP Proportions of the Interruptible Tranches.

6.12.9 The amount in aggregate of the Interruptible Tranches at an LDZ CSEP shall not exceed the amount in aggregate of LDZ Capacity held by all of the Interruptible CSEP Users; and paragraph 6.1.6 shall apply on the basis of increases and decreases in the aggregate amounts of LDZ Capacity held by such Interruptible CSEP Users.

6.12.10 For the purposes of paragraphs 6.7.3 and 6.10.2 (as they apply for the purposes of this paragraph 6.12):

- (a) references to the Registered Supply Point Capacity shall be references to the aggregate LDZ Capacity held by all CSEP Users at a CSEP;
- (b) references to the Supply Point Offtake Rate shall be to the maximum aggregate rate of offtake permitted in accordance with the CSEP Network Exit Provisions (as referred to in Section J3.9.2(a)).

6.12.11 The Interruptible CSEP Users shall be entitled to be paid the Interruption Option Price and the Interruption Exercise Price in relation to an Interruptible Tranche severally in their Interruptible CSEP Proportions.

6.12.12 Where on any Day there is a failure to Interrupt at an Interruptible CSEP, irrespective of the identity of the Interruptible CSEP Users in respect of each Interruptible Tranche and of such Users' UDQOs (pursuant to allocation under Section E3.2) for such Day:

- (a) the Interruptible Tranche(s) which the Interruptible CSEP Users are treated as having failed to Interrupt ("**failed tranches**") shall be determined in accordance with paragraph 6.10.2(c)(iii) (construed in accordance with the foregoing provisions of this paragraph 6.12);

- (b) following the determination of such failed tranches, the formula in paragraph 6.10.2(b) shall be applied separately in respect of each such failed tranche (or failed portion), and Z2 shall be the overall interruption price of each such failed tranche;
- (c) in respect of each failed tranche, the Interruptible CSEP Users shall be liable for the amounts so determined severally in their Interruptible CSEP Proportions in respect of that Interruptible Tranche.

6.13 Temporary Interruptible Supply Point Capacity for New Supply Points

- 6.13.1 The DN Operator may, if requested by the Proposing User, designate a New Supply Point as a Temporary Interruptible Supply Point subject to 6.13.2. Following the designation of the Temporary Interruptible Supply Point, the Supply Point Capacity at the Temporary Interruptible Supply Point will be designated as Temporary Interruptible Supply Point Capacity, subject always to paragraph 6.13.3. For the avoidance of doubt, any such request or designation shall not constitute an Interruptible Offer or Interruption Invitation.
- 6.13.2 A "**Temporary Interruptible Supply Point**" is a New Supply Point (other than an Existing Supply Point, a NTS System Entry Point or a NTS Exit Point) designated by the DN Operator and which meets the following requirements:
 - (a) the Annual Quantity is greater than 5,860,000 kWh (200,000 therms); and
 - (b) the New Supply Point is governed by a Siteworks Contract accepted by the Siteworks Applicant that specifically identifies the Siteworks required.
- 6.13.3 Following the designation of the Supply Point Capacity as "**Temporary Interruptible Supply Point Capacity**" by the DN Operator the following conditions shall apply at the Temporary Interruptible Supply Point:
 - (a) the Supply Point is Class 1; and
 - (b) the Daily Read Requirement applies; and
 - (c) the Transporter shall ensure that Transporter Daily Read Equipment is and remains (at all times throughout the period that such Supply Point is designated as a Temporary Interruptible Supply Point) connected to the Supply Meter Installation in relation to the Temporary Interruptible Supply Point;
 - (d) following Supply Point Registration of the Supply Meter Points comprised within the Temporary Interruptible Supply Point, the DM Supply Point Capacity at the Temporary Interruptible Supply Point will be Interruptible and subject to Interruption in accordance with this paragraph 6;
 - (e) the Interruptible Tranche at the Temporary Interruptible Supply Point shall be such tranche (in kWh/Day) of DM Supply Point Capacity as the DN Operator shall stipulate and in the absence of any express stipulation shall be the whole of such DM Supply Point Capacity;
 - (f) in relation to the Interruptible Tranche at the Temporary Interruptible Supply Point:

- (i) the Interruption Option Price shall be zero;
- (ii) the Interruption Exercise Price shall be zero;
- (iii) the Overall Interruption Price shall be zero;
- (iv) the Interruption Allowance shall be such number of Days as the DN Operator shall stipulate;
- (v) the Minimum Interruptible Amount shall be such amount (in kWh/Day) as the DN Operator shall stipulate and in the absence of any express stipulation shall be the total amount of Temporary Interruptible Supply Point Capacity from time to time in respect of that Temporary Interruptible Supply Point;
- (g) the DM Supply Point Capacity at the Temporary Interruptible Supply Point shall continue to be Interruptible for such period as the DN Operator shall stipulate; provided always that the DN Operator shall be entitled (at its sole discretion) to terminate the designation of such DM Supply Point Capacity as Temporary Interruptible Supply Point Capacity with effect from any time prior to the stated expiry date, in which case such DM Supply Point Capacity shall thereupon be automatically designated as Firm; and
- (h) the provisions of this paragraph 6 shall apply in relation to the Interruption of DM Supply Point Capacity at the Temporary Interruptible Supply Point, including (but without limitation) paragraph 6.10.

6.13.4 If at any time (being a time after both (a) the designation of the DM Supply Point Capacity at the Temporary Interruptible Supply Point as Temporary Interruptible Supply Point Capacity and (b) following Supply Point Registration of the Supply Meter Points comprised within the Temporary Interruptible Supply Point) the DN Operator issues an Interruption Invitation (whether an annual Interruption Invitation or an ad hoc Interruption Invitation) and the Temporary Interruptible Supply Point is in the Interruption Zone in respect of which that Interruption Invitation is issued:

- (a) the Proposing User shall be entitled to submit an Interruption Offer pursuant to that Interruption Invitation; and
- (b) if the DN Operator accepts any such Interruption Offer, the DM Supply Point Capacity at the Temporary Interruptible Supply Point shall automatically cease to be Temporary Interruptible Supply Point Capacity at the commencement of the earliest Interruptible Period to which the relevant Interruption Offer relates.

6.14 Temporary Interruptible LDZ Capacity for LDZ CSEPs

6.14.1 The DN Operator may, if requested by a Proposing CSEP User or Proposing CSEP Users, designate a New Metered CSEP as a Temporary Interruptible Metered CSEP, subject to 6.14.4. Following the designation of the Temporary Interruptible Metered CSEP, the LDZ Capacity at a Temporary Interruptible Metered CSEP will be designated as Temporary Interruptible LDZ Capacity, subject always to paragraph 6.14.5. For the avoidance of doubt, any such request or designation shall not constitute an Interruptible Offer or Interruption Invitation.

- 6.14.2 A **"New Metered CSEP"** is a proposed new Metered CSEP which, at the time of any request pursuant to paragraph 6.14.1 in respect of such new Metered CSEP, is not yet connected to the Total System (and includes a reference to such Metered CSEP after it has been so connected to the Total System);
- 6.14.3 A **"Proposing CSEP User"** is a User who wishes to apply for LDZ Capacity at a new Metered CSEP;
- 6.14.4 A **"Temporary Interruptible Metered CSEP"** is a New Metered CSEP which meeting the following requirements:
- (a) the Annual Quantity is greater than 5,860,000 kWh (200,000 therms); and
 - (b) the New Metered CSEP is governed by a Siteworks Contract accepted by the Siteworks Applicant that specifically identifies the Siteworks required.
- 6.14.5 Following the designation of the LDZ Capacity as Temporary Interruptible LDZ Capacity by the DN Operator the following conditions shall apply at the Temporary Interruptible Metered CSEP:
- (a) the Proposing CSEP User or Proposing CSEP Users shall comply with the applicable CSEP Network Exit Provisions and the provisions of any Ancillary Agreement (including, but without limitation as to the installation, operation and maintenance of metering equipment to measure the flow, volume, calorific value, pressure and temperature of gas offtaken from the Total System);
 - (b) the LDZ Capacity at all Individual System Exit Points comprised within the Temporary Interruptible Metered CSEP will be interruptible and subject to Interruption in accordance with this paragraph 6 (including, but without limitation paragraph 6.12);
 - (c) the Interruptible Tranche at the Temporary Interruptible Metered CSEP shall be such tranche (in kWh/Day) of LDZ Capacity applicable to that CSEP as the DN Operator shall stipulate and, in the absence of any express stipulation, shall be the whole of such LDZ Capacity;
 - (d) in relation to the Interruptible Tranche at the Temporary Interruptible Metered CSEP:
 - (i) the Interruption Option Price shall be zero;
 - (ii) the Interruption Exercise Price shall be zero;
 - (iii) the Overall Interruption Price shall be zero;
 - (iv) the Interruption Allowance shall be such number of Days as the DN Operator shall stipulate;
 - (v) the Minimum Interruptible Amount shall be such amount (in kWh/Day) as the DN Operator shall stipulate and in the absence of any express stipulation shall be the total LDZ Capacity from time to time in respect of the Temporary Interruptible Metered CSEP;
 - (e) the LDZ Capacity at the Temporary Interruptible Metered CSEP shall continue

to be Interruptible for such period as the DN Operator shall stipulate; provided always that the DN Operator shall be entitled (at its sole discretion) to terminate the designation of such LDZ Capacity as Temporary Interruptible LDZ Capacity at any time prior to the stated expiry date, in which case such LDZ Capacity shall thereupon automatically be designated as Firm; and

- (f) the provisions of this paragraph 6 (including paragraph 6.12 but except Paragraphs 6.1.5, 6.5, 6.6, 6.7.4(b), 6.8.4, 6.10.2(a) and 6.10.) shall apply in relation to the Temporary Interruptible Metered CSEP and the Interruption of LDZ Capacity at the Temporary Interruptible Metered CSEP.

6.14.6 If at any time (being a time after the designation of the LDZ Capacity at the Temporary Interruptible Metered CSEP as Temporary Interruptible LDZ Capacity) the DN Operator issues an Interruption Invitation (whether an annual Interruption Invitation or an ad hoc Interruption Invitation) and the Temporary Interruptible Metered CSEP is in the Interruption Zone in respect of which that Interruption Invitation is issued:

- (a) the relevant CSEP User or CSEP Users shall be entitled to submit an Interruption Offer pursuant to that Interruption Invitation; and
- (b) if the DN Operator accepts any such Interruption Offer, the LDZ Capacity at the Temporary Interruptible Metered CSEP shall automatically cease to be Temporary Interruptible LDZ Capacity at the commencement of the earliest Interruptible Period to which the relevant Interruption Offer relates.

6.15 Interruptible CSEP Supply Point Capacity

6.15.1 In this paragraph 6, references to Supply Points (and classes thereof) include CSEP Supply Points (and the corresponding classes thereof).

6.15.2 For the purposes of this paragraph 6, in relation to a CSEP Supply Point:

- (a) a reference to consumer, supplier, isolation or disconnection is to the consumer or supplier at or isolation or disconnection of the IGTS Supply Point;
- (b) a reference to consumption is to the consumption of gas offtaken from the IGT System at the IGTS Supply Point; and a reference to Consumer's Plant is to the plant and/or equipment in which gas so offtaken is consumed;
- (c) a reference to the offtake, or rate of offtake of gas from the Total System is to the offtake or rate of offtake from the IGT System at the IGTS Supply Point;
- (d) references to the feasibility of making gas available for offtake at a CSEP Supply Point shall be construed as though the CSEP Supply Point were a single Individual System Exit Point (but taking account of all other offtake of gas at the Unmetered Connected System Exit Point);
- (e) a reference to an LDZ shall include any IGT Systems directly-connected or indirectly-connected to the LDZ;
- (f) a reference to a contract of supply is to a contract of supply of gas to the consumer at the IGTS Supply Point.

- 6.15.3 For the purposes of this paragraph 6, in relation to a CSEP Supply Point references to a Supply Point Confirmation are to the equivalent things provided (pursuant to IGTAD Section E3.1) in the IGT Code; and references to a Proposed Supply Point shall be construed accordingly.
- 6.15.4 For the purposes of the Code, references to an Interruptible IGTS Supply Point are to an IGTS Supply Point for which the corresponding CSEP Supply Point is interruptible.
- 6.15.5 Paragraph 6.12 shall not apply to Unmetered Connected System Exit Points.

7 NEW SUPPLY METER POINTS AND OTHER SITEWORKS

7.1 General

7.1.1 For the purposes of the Code:

- (a) a **"New Supply Meter Point"** is a new Supply Meter Point;
- (b) **"Siteworks"** means works undertaken by the Transporter at the request of a User or other person in connection with a System for the purposes of:
 - (i) the establishment of a New Supply Meter Point;
 - (ii) enabling an increase in the rate or pressure at or quantities in which it is feasible to make gas available for offtake from the Total System at an existing Supply Meter Point;
 - (iii) modifying or replacing any part of a System located at the Supply Point Premises (but not the Supply Meter Installation at an existing Supply Meter Point);
 - (iv) enabling the Firm Transportation Requirement (in accordance with paragraph 6.3.4) to be satisfied in respect of an Interruptible Supply Point; or
 - (v) furnishing, installing, removing, making operational and/or maintaining Daily Read Equipment;
- (c) Siteworks under paragraph (b)(i) may be:
 - (i) for the construction and/or installation (and connection to a System) by the Transporter of the service pipe or any part thereof (but not the Supply Meter Installation); or
 - (ii) for the purposes of making a connection to a System of any service pipe constructed or installed by any other person (but not the new Supply Meter Installation).
- (d) **"Special Metering Supply Point"** is any Supply Point:
 - (i) comprising a Supply Meter Point in respect of which a Supply Meter Installation is provided and installed by the Transporter; and

- (ii) such Supply Meter Point:
 - (1) is a Shared Supply Meter Point; or
 - (2) is comprised within a System Exit Point which is subject to a Special Offtake Arrangement; or
 - (3) which is comprised in an LDZ Specified Exit Point identified within a Supply Point Nomination in respect of which a Supply Point Registration has occurred; or
 - (4) which is comprised in a Notional NTS Connection Point identified within a Supply Point Offer in respect of which a Supply Point Registration has occurred; or
- (iii) such Supply Meter Installation comprises a Supply Meter to which telemetered equipment has been installed in accordance with Section M6.7.1; or
- (iv) which the Transporter and the User at such Supply Point have agreed shall be a Special Metering Supply Point.

7.1.2 In respect of any Siteworks:

- (a) the "**Siteworks Applicant**" is the User or other person who has requested that the Siteworks be undertaken;
- (b) the "**Siteworks Contract**" is the contract between the Transporter and the Siteworks Applicant under which the Transporter is to undertake the Siteworks;
- (c) the "**Completion Date**" is the date of substantial completion (as defined or described in the Siteworks Contract) of the Siteworks;
- (d) the "**Target Completion Date**" means the intended Completion Date of the Siteworks as specified in or determined under the Siteworks Contract;
- (e) "**Connections Work**" is the connection of the service pipe (or any part thereof) for the establishment of a New Supply Meter Point on to the relevant System; and
- (f) "**Meter Fix Date**" is the date which has been notified to the Transporter as the date upon which a Supply Meter has been installed at a New Supply Meter Point.

7.1.3 Where the Siteworks Applicant is a User the Siteworks Contract shall not (unless it expressly provides to the contrary) be an Ancillary Agreement and does not form a part of and is not incorporated into the Code.

7.1.4 Where the Siteworks Applicant is not the Registered User of the relevant Supply Meter Point:

- (a) nothing in the Code shall make the Registered User liable for any payment becoming due under the Siteworks Contract; and
- (b) the Transporter will have no liability to the Registered User in respect of any breach of the Siteworks Contract.

7.1.5 The Registered User of a Supply Meter Point will not be liable for any breach of the Code which results from a breach by the Transporter of a Siteworks Contract relating to that Supply Meter Point.

7.1.6 Notwithstanding paragraph 7.1.1(b)(iii) and 7.1.1(c)(i) and (ii) (which specifically does not include work relating to the Supply Meter Installation) for the purposes of this paragraph 7, "**Siteworks**" includes works undertaken by the Transporter:

- (a) at the request of a Registered User or other person in connection with the System for the purposes of installing, modifying, removing, or replacing a Supply Meter Installation at a Special Metering Supply Point;
- (b) at the request of the Registered User for the purposes of ceasing or enabling the flow of gas at a Special Metering Supply Point.

7.1.7 The Transporter shall not be obliged to undertake work requested in accordance with paragraph 7.1.6(a) or 7.1.6(b), where the Special Metering Supply Point comprises a Special Metering Supply Point unless by no later than the date of such request the Registered User has notified the Transporter that it has obtained from those Users at such Shared Supply Meter Point their agreement to undertake such work.

7.2 Siteworks Terms and Procedures

7.2.1 The Transporter will from time to time publish Siteworks Terms and Procedures applicable to different types of Siteworks or Siteworks in relation to different Supply Meter Points.

7.2.2 "**Siteworks Terms and Procedures**" means the procedures by which and terms and conditions on and subject to which a User or other person may request the Transporter to provide a quotation (where the price is not published) for and to undertake Siteworks and a Siteworks Contract may be entered into.

7.2.3 Siteworks Terms and Procedures do not form a part of the Code; and (without prejudice to any Legal Requirement applying to the Transporter) nothing in the Code requires the Transporter to undertake any Siteworks or to do so on any particular terms.

7.2.4 The Transporter agrees to give to Users notice:

- (a) of not less than 2 months of any change in published prices of Siteworks; and
- (b) of not less than 3 months of any other change to contract terms contained in Siteworks Terms and Procedures (other than the addition of terms and procedures for a type of Siteworks not previously covered).

7.3 New Supply Meter Points

- 7.3.1 Where the ~~Transporter~~CDSP has been notified that Connections Work is to be or has been undertaken then on or as soon as reasonably practical after the relevant date (in accordance with paragraph 7.3.2) the ~~Transporter~~CDSP will:
- (a) enter such New Supply Meter Point and the Supply Meter Point Reference Number for the same on to the Supply Point Register; and
 - (b) for the purposes of this Section G treat the same as a Supply Meter Point.
- 7.3.2 For the purposes of paragraph 7.3.1 the relevant date is the date upon which the ~~Transporter~~CDSP has received notice of the (i) allocation of a specific Supply Meter Point Reference Number to a New Supply Meter Point, or (ii) completion of the Connections Work, from the person who has undertaken the same, where received earlier than such allocation notice.
- 7.3.3 Subject to paragraph 7.3.7, no person shall be entitled to offtake gas from the Total System at a New Supply Meter Point at any time before the First Supply Point Registration Date.
- 7.3.4 For the purposes of the Code, the "**First Supply Point Registration Date**" is the Supply Point Registration Date of the first Supply Point Registration to be made for a Supply Point comprising the New Supply Meter Point.
- 7.3.5 Any User may, at any time after the time at which a New Supply Meter Point was entered in the Supply Point Register, submit a Supply Point Nomination in accordance with paragraph 2.3.1 and (subject to having received a Supply Point Offer) submit a Supply Point Confirmation in respect of a Proposed Supply Point which comprises the New Supply Meter Point.
- 7.3.6 Where a User submits
- (a) a Supply Point Nomination in accordance with paragraph 2.3 (in respect of a Larger Supply Point which comprises a New Supply Meter Point:
 - (i) where the Proposed Supply Point is a LDZ DM Supply Point, the Nominated Supply Point Capacity shall not be less than the User's estimate of the maximum quantity of gas to be offtaken on any Day in the next 12 months on the basis of reasonable assumptions as to weather conditions;
 - (ii) where the Proposed Supply Point is an NDM Supply Point, the User shall provide to the ~~Transporter~~CDSP the User's estimate of the value of any variable by reference to which any End User Category (to which such Supply Point might belong) is in the relevant Gas Year defined in accordance with Section H; and
 - (iii) the User's estimates under paragraphs (i) and (ii) shall be made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care;

- (b) a Supply Point Confirmation in accordance with paragraph 2.6 in respect of a Smaller Supply Point which comprises a New Supply Meter Point, then the User shall be deemed to have provided User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Point.

7.3.7 In respect of both Smaller and Larger Supply Points:

- (a) where a Supply Point Confirmation (including any subsequent Supply Point Confirmation) in respect of a New Supply Meter Point has been submitted then in the absence of a rejection of such Supply Point Confirmation:
 - (i) where the Meter Fix Date is prior to the date upon which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from:
 - (1) the Meter Fix Date, where such Proposing User is the person that has submitted the Meter Fix Reading as described in Section M5.13.18(a);
 - (2) the date such Supply Point Confirmation is submitted, where such Proposing User is not the person that has submitted the Meter Fix Reading as described in Section M5.13.18(a)until the Supply Point Registration Date;
 - (ii) where the Meter Fix Date is after or upon the date on which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from the Meter Fix Date until the Supply Point Registration Date;
- (b) where the Proposing User is treated as being the Registered User, the Proposing User shall, notwithstanding that there is no Supply Point Registration in respect of the Proposed Supply Point (and irrespective of the Proposed Supply Point Registration Date) be permitted to offtake gas from the Total System at such New Supply Meter Point;
- (c) the quantity of gas (if any) so offtaken on any Day will be counted as an UDQO of the User for the purposes of Code (and in particular the User will be liable to pay any appropriate Transportation Charges in relation thereto);
- (d) for the purposes of the first Offtake Reconciliation the quantity of gas (if any) so offtaken will be counted as part of the Reconciliation Quantity (for which purposes a quantity of zero shall be assumed to have been offtaken); and accordingly the User will be liable to pay Reconciliation Clearing charges and Reconciliation Transportation Charge Adjustments in respect of the quantity of gas (if any) so offtaken; and

- (e) where any Supply Point Confirmation (including any subsequent Confirmation) has been rejected by the ~~Transporter~~CDSF then the Proposing User whose Supply Point Confirmation has been rejected shall promptly take steps to ensure gas is not offtaken at the New Supply Meter Point.

7.4 Siteworks Specified Capacity, etc

7.4.1 The Siteworks Terms and Procedures allow for the Siteworks Contract to specify (at the request of the Siteworks Applicant):

- (a) a Supply Point or (without prejudice to the requirements of this Section G for submission of a Supply Point Nomination and/or Supply Point Confirmation) a Proposed Supply Point, in which the Supply Meter Point or New Supply Meter Point subject to the request for Siteworks is or is to be comprised; and
- (b) in relation to such Supply Point:
 - (i) in the case of an LDZ DM Supply Point, an amount of Supply Point Capacity and/or a Supply Point Offtake Rate (but without prejudice to the requirement subsequently to apply therefor);
 - (ii) in the case of an NDM Supply Point, a threshold rate increase (in accordance with paragraph 5.6.3(b));
 - (iii) a request that the Firm Transportation Requirement be satisfied in respect of an amount of Interruptible Supply Point Capacity

following such Siteworks.

7.4.2 For the purposes of this Section G, in respect of any Siteworks a Supply Point, Supply Point Capacity, Supply Point Offtake Rate, threshold rate increase or Firm Transportation Requirement (as the case may be) is "**Siteworks Specified**" where it is specified in a Siteworks Contract as described in paragraph 7.4.1.

7.4.3 Where in respect of an LDZ Supply Point:

- (a) a User submits (in accordance with paragraph 2.3), not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph) with the Siteworks Applicant, a Supply Point Nomination in respect of a Siteworks Specified Proposed Supply Point which comprises a New Supply Meter Point;
- (b) the Nominated Supply Point Capacity or Nominated Supply Point Offtake Rate does not exceed the Siteworks Specified Supply Point Capacity or Supply Point Offtake Rate

the Offered Supply Point Capacity or Supply Point Offtake Rate (in respect of the DM Supply Point) under a Supply Point Offer will be equal to the Nominated Supply Point Capacity or (as the case may be) Supply Point Offtake Rate.

7.4.4 In the case of an LDZ Supply Point where a User applies, not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.4) with the Siteworks Applicant, for increased Supply

Point Capacity or an increased Supply Point Offtake Rate (in accordance with paragraph 5) at a Siteworks Specified Supply Point, which does not exceed the Siteworks Specified Supply Point Capacity or (as the case may be) Supply Point Offtake Rate, the Transporter will (subject to the provisions of the Code) accept such application.

- 7.4.5 Where a User notifies (in accordance with paragraph 5.6.5(a)), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.5) with the Siteworks Applicant, a threshold rate increase of not more than the Siteworks Specified threshold rate increase, the Transporter will give to the User the notification described in accordance with paragraph 5.6.5(b)(ii).
- 7.4.6 Where a User requests (in accordance with paragraph 6.5), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.6) with the Siteworks Applicant, that Siteworks Specified Interruptible Supply Point Capacity be redesignated Firm in accordance with the Siteworks Specified Firm Transportation Requirement, the Transporter will accept such request.
- 7.4.7 A Siteworks Applicant may (subject to the Siteworks Terms and Procedures) request any Siteworks without at the same time requesting Siteworks for any reinforcement of a System that may be required to make it feasible to make gas available for offtake at any relevant Supply Meter Point; and accordingly, except to the extent expressly provided in this paragraph 7.4, the fact that the Transporter has entered into a Siteworks Contract or undertaken any Siteworks (for a New Supply Meter Point or otherwise) shall not commit the Transporter to accept a Supply Point Nomination or Supply Point Confirmation for any particular Nominated Supply Point Capacity or Supply Point Offtake Rate, nor any application for Supply Point Capacity or Supply Point Offtake Rate, or an increase therein, made by any User at any DM Supply Point nor a notification by any User of any particular threshold rate increase at any NDM Supply Point.

7.5 Undertaking Siteworks

- 7.5.1 The Transporter will not be in breach of its obligation to make gas available for offtake at a Supply Meter Point where or to the extent that its ability to do so is impaired by reason of its carrying out any Siteworks in respect of that Supply Meter Point.
- 7.5.2 Where the Transporter carries out Siteworks at a Supply Meter Point comprised in a Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 therms), and the Siteworks Applicant is not the Registered User, the Transporter will, unless the Siteworks Applicant has requested the Transporter not to do so, notify the Registered User of the Siteworks where practicable before and in any event promptly upon completing such Siteworks.

ANNEX G-1

SUPPLY POINT AMENDMENTS

1. This Annex G-1 sets out the basis on which the Registered User may amend a Supply Point Registration by a Supply Point Amendment.
2. Nothing in this Annex G-1 entitles a User to amend a Supply Point Registration except in circumstances where the Code requires or permits such amendment.
3. The table below sets out those details of a Supply Point Registration which may be made by a Supply Point Amendment and (for each) the basis on which such Supply Point Amendment may be made.
4. In the table below:
 - (a) Column A specifies the details recorded in the Supply Point Register which may be modified by a Supply Point Amendment;
 - (b) in Column B:
 - (i) ‘User specifies’ signifies that the Registered User’s notice must specify the date with effect from which the Supply Point Amendment is to be made;
 - (ii) ‘Upon notice’ signifies that the Supply Point Amendment will be made as soon as reasonably practicable following the Registered User’s notice.
5. Where (as provided in paragraph 4(b)(i)) the User must specify the effective date of a Supply Point Amendment, such date shall be:
 - a. not less than the minimum notice (if any); and
 - b. not more than the maximum notice (if any);(as set out in Columns C and D of the table below where applicable) after the date of the User’s notice.
6. Where the Code requires an amendment of a Supply Point Registration with effect from a particular date, it is the responsibility of the User to specify the effective date of the Supply Point Amendment in accordance with that requirement.

a.

A. Detail which may be modified	B. Effective date	C. Minimum notice	D. Maximum notice
Change in Supply Point Capacity	In accordance with G5.1.5(a)	N/A	N/A
Change in Supply Point Offtake Rate	In accordance with G5.1.5(b)	N/A	N/A
Change in Meter Read Frequency	User specifies	2 Business Days	-
Change of Meter Reader	Upon notice	-	-
Change in User Emergency Contacts	Upon notice	-	-
Change in any details maintained pursuant to Standards Special Condition A50(8)	Upon notice	-	-
Change in supplier where there is no change of Registered User in respect of a Supply Point	Upon notice	-	-
Change in Market Sector Code	Upon notice	-	-
Change of Class	User specifies	5 Business Days	30 Business Days
Meter Asset Manager ID	Upon notice	-	-
Gas Act Owner	Upon notice	-	-
Any other detail specified in the UK Link Manual as capable of being modified by Supply Point Amendment	Upon notice	-	-
Change in Sharing Registered User Agent or change in allocation from/to Transporter or User Agent for purposes of G1.7.6	User specifies	8 Business Days	-
Change in basis of allocation under G1.7.7	User specifies	7 Business Days	-
Change in Default Allocation Methodology under G1.7.10	User specifies	7 Business Days	-

ANNEX G-2

MANDATORY ALLOCATION AGENCY TERMS

THIS AGREEMENT is made on []

BETWEEN

- (1) the persons whose names and addresses are set out in Part 1 of the Schedule hereto (the "**Shippers**"); and
- (2) the person whose name and address are set out in Part 2 of the Schedule hereto (the "**Consumer**").

WHEREAS

- A The Consumer is or is to be supplied with gas at the Premises by each of the persons named in Part 3 of the Schedule.
- B The Shippers are or will be Sharing Registered Users in respect of the Supply Meter Point and wish to appoint the Consumer as Sharing Registered User Agent.

IT IS AGREED as follows:

1. Definitions

In this Agreement:

"**Supply Contract**" means, in relation to each Supplier, the contract between the Consumer and that Supplier for the supply of gas at the Premises, as from time to time in force;

"**Premises**" means the premises specified in Part 4 of the Schedule hereto;

"**Proper Quantity**" means, in relation to any Shipper, a quantity of gas which is:

- (a) not more than what the relevant Supplier was obliged to deliver and the Consumer was entitled to take; and
- (b) not less than what the Consumer was obliged to take and the relevant Supplier was entitled to deliver

at the Premises on any Day pursuant to the relevant Supply Contract (having regard to all nominations or other notices given or other things done by or on behalf of the Consumer or the relevant Supplier pursuant to and in accordance with that contract on that or any previous Day);

"**relevant Supplier**" means in relation to any Shipper, the Supplier (whether or not being such Shipper itself) which supplies or is to supply to the Consumer gas offtaken from the Total System by such Shipper at the Supply Meter Point~~(s)~~;

"**Supplier**" means a person specified in Part 3 of the Schedule (whether or not being a User) supplying gas to the Consumer at the Premises;

Comment [Dentons105]: Correction

"**Supply Meter Point**" means the Supply Meter Point (at the Premises) specified in Part 5 of the Schedule hereto;

"**the Transporter**" means [].

Words and expressions defined in the Uniform Network Code and not otherwise defined herein shall have the meanings ascribed thereto in the Uniform Network Code, and references to Sections are to Sections of the Transportation Principal Document.

2. Duration

This Agreement shall become effective at ~~06:00~~ **06:05:00** hours on the date specified in Part 6 of the Schedule and shall continue in force until and unless terminated by agreement of all of the Shippers.

Comment [Dentons106]: Modification 0461

3. Appointment and undertakings of User Agent

3.1 At the request of the Consumer, the Shippers hereby appoint the Consumer, and the Consumer agrees to act as Sharing Registered User Agent for the purposes of TPD Section G1.7.8.

3.2 The Consumer undertakes to each Shipper, in relation to each Day while this Agreement is in force:

- (a) that the Consumer (as Sharing Registered User Agent) will notify to the ~~Transporter~~ **CDSP**, in accordance with the requirements of TPD Section G1.7.8 an allocation (and where so required a revised allocation) between the Shippers of the Supply Meter Point Daily Quantity Offtaken in respect of the Supply Meter Point; and
- (b) that the allocation so notified will be such that:
 - (i) TPD Section G1.7.9(b) applies;
 - (ii) the quantity of gas allocated to each Shipper is a Proper Quantity; and
- (c) where any Supplier is a Qualifying Supplier, that the Consumer will not take gas from a Supplier other than a Qualifying Supplier where the quantity of gas which the Consumer takes (by way of supply at the Premises) from any Qualifying Supplier is less than the maximum quantity which the Consumer was entitled, after taking account of any interruption requirement (and any unwillingness of a Qualifying Supplier to supply gas) in relation to the relevant Day, so to take on the Day from such Qualifying Supplier.

3.3 The Consumer undertakes to each Shipper to indemnify the Shipper against:

- (a) any loss (including without limitation by reason of any System Price differing from the price payable to it by the relevant Supplier), liability or damage incurred, by reason of the operation of the Code, by the Shipper;
- (b) where the Shipper is not the relevant Supplier, any liability of the Shipper to the relevant Supplier pursuant to the arrangements from time to time in force between the Shipper and the relevant Supplier

as a result (in either case) of any failure of the Consumer to comply with 3.2.

- 3.4 Where any Shipper is the relevant Supplier, nothing in this Agreement shall affect or prejudice the Supply Contract or any rights or obligations of the Shipper or Consumer thereunder; and in particular the Shipper shall not be taken, by reason of entering into this Agreement, to have assented to or waived any claim relating to the entering by the Consumer into any other Supply Contract.
- 3.5 The Consumer shall make no charge to any Shippers in respect of its services as Sharing Registered User Agent hereunder, and shall reimburse to each Shipper any amounts which the Shipper is liable to pay to the Transporter pursuant to TPD Section G1.7.18 by virtue of the Supply Meter Point being a Shared Supply Meter Point.
- 3.6 For the purposes of paragraph 3.2(c):
- (a) an "**interruption requirement**" is a requirement, imposed on the consumer by a Qualifying Supplier pursuant to any term of the relevant Supply Contract to limit the quantity of gas taken or not to take gas on a Day;
 - (b) a "**Qualifying Supplier**" is a Supplier whose Supply Contract came into force before 1st January 1998 and who was supplying gas to the Consumer at the Premises pursuant to its Supply Contract before the effective date specified in part 6 of the Schedule.

4. Miscellaneous

- 4.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.2
- (a) No waiver by any Shipper or the Consumer of any default or defaults by another Shipper or the Consumer in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.
 - (b) No failure or delay by any Shipper or the Consumer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single partial exercise by such Shipper or the Consumer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.3 This Agreement shall be governed by and construed in all respects in accordance with English law and the Shippers and the Consumer agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 4.4 This Agreement constitutes the entire agreement and understanding between the Shippers and the Consumer in relation to the Shared Supply Meter Point and no Shipper nor the Consumer has relied on any warranty or representation of the other except as expressly stated or referred to in this Agreement.
- 4.5
- (a) Any notice to be given under this Agreement shall be in writing and shall be duly given if signed by or on behalf of a person duly authorised to do so by the

person giving the notice and delivered by hand at, or by sending it by first class post or by facsimile transmission to the relevant address, or facsimile number set out in Part 1 of the Schedule hereto in the case of the Shippers, and Part 2 of the Schedule hereto, in the case of the Consumer.

- (b) Any Shipper and the Consumer shall be entitled to amend in any respect the particulars which relate to it and which are set out in Parts 1 and 2 of the Schedule hereto by notice to the other Shippers and the Consumer.
- (c) Any such notice given as aforesaid shall be deemed to have been given or received:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile, upon transmission acknowledged by a correct transmission slip at the end of the message; and
 - (iii) if sent by post, 48 hours after posting.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the day and year first above written

Signed by _____ for
and on behalf of
[INSERT NAMES OF SHIPPERS]

Signed by _____ for
and on behalf of
***[INSERT NAME OF THE
CONSUMER]***

SCHEDULE

Part 1 - the Shippers

[Names and addresses]

Part 2 - the Consumer

[Name and address]

Part 3 - the Suppliers

[Names]

Part 4 - the Premises

[Address]

Part 5 - the Supply Meter Point

Supply Meter Point Reference Number:

Part 6 - effective date

[Date]