

**APPLICATION FOR CONSENT TO MODIFY THE CODE**  
"Amendment to the Original Legal Text for UNC Modification 0090 to reflect Market  
Changes"  
Version 3.0

**Reference:** C022

### **Transporter Proposal**

The Joint Office of Gas Transporters would like to request that the Authority grant permission to amend the legal text as contained within the Uniform Network Code.

As a result of ongoing work within National Grid, and along with various market changes, the following modifications to the legal text for UNC Modification 0090 "Revised DN Interruption Arrangements", are proposed.

*Please note: that Appendix 1 provides a detailed breakdown of the reasons behind the suggested amendments to the original legal text.*

### **Nature of Modification**

#### **TPD Section G6**

The following paragraphs should be amended as indicated:

*Paragraph 6.1.2(c):*

"Interruption Option Price" should be amended to read "Interruption Option Price"

*Paragraph 6.1.2(g):*

"(g) in relation to an Interruption Tranche of Supply Point Capacity at a Supply Point and an Interruption Period:

- (i) the "~~Interruption~~ **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 Interruption Period, in respect of the designation of such Supply Point Capacity as Interruption;
- (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 Interruption 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 ~~and determined in accordance with the applicable Interruption Capacity Methodology;~~"

*Paragraph 6.1.2(i):*

- “(i) the "**Minimum Interruptible Amount**" is the minimum amount of Supply Point Capacity which may be comprised in an Interruptible Tranche, determined (in relation to an Interruption Zone) in accordance with the Interruptible Capacity Methodology and specified in an Interruption Invitation, subject to paragraph 6.2.5~~6~~;

*Paragraph 6.1.5(b):*

“interruption option prices” should be amended to read “Interruption Option Prices”

*Paragraph 6.1.5(c):*

“interruption option prices” should be amended to read “Interruption Option Prices”

*Paragraph 6.1.7 :*

“two months notice” should be amended to read “two months’ notice”

*Paragraph 6.1.8:*

“6.1.8 The ~~Interruptible~~ Option Price in respect of any Interruptible Tranche:

- (a) shall be determined Daily (~~in accordance with the Interruptible Capacity Methodology~~) 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.”

*Paragraph 6.2.1(c):*

“ ... may submit an Interruption Offers pursuant to....” should be amended to read “ ... may submit ~~an~~ Interruption Offers pursuant to....”

*Paragraph 6.2.1(d)(i):*

“Interruptible Option Price” should be amended to read “Interruption Option Price”

*Paragraph 6.2.4:*

“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 6.2.56;
- (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.”

*Paragraph 6.3.2(e)(iii):*

“Interruptible Option Price” should be amended to read “Interruption Option Price”

*Paragraph 6.4.1(b):*

“ ... twenty-eight...” should be amended to read “ ... twenty eight...”

*Paragraph 6.4.2(b):*

“Interruptible Option Price” should be amended to read “Interruption Option Price”

*Paragraph 6.4.3:*

“ ... at least 3 Users...” should be amended to read “ ... at least three (3) Users...”

*Paragraph 6.6.6(a):*

“ ... twenty-eight...” should be amended to read “ ... twenty eight...”

*Paragraph 6.6.7(b)(ii):*

“interruption option price” should be amended to read “Interruption Option Price”

*Paragraph 6.6.8:*

“... not more than one hour after such discontinuance and/or not less than one hour before...” should be amended to read “ ... not more than one (1) hour after such discontinuance and/or not less than one (1) hour before ...”

*Paragraph 6.7.6:*

“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 (~~in accordance with the Interruptible Capacity Methodology~~ 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.”

*Paragraph 6.7.7:*

“... shall be counted as only one Day ....” should be amended to read “ ... shall be counted as only one (1) Day ....”

*Paragraph 6.12.11:*

“Interruptible Option Price” should be amended to read “Interruption Option Price”

**“TRANSITION DOCUMENT PART IIC**

**Changes required to existing paragraphs 9, 10 and 11:**

*Amend paragraph 9.4.1:*

“... the Consumer’s Plant....” should be amended to read “ ... the consumer’s plant ....”

*Amend paragraph 9.5.1:*

“... with effect from 1<sup>st</sup> October....” should be amended to read “ ... with effect from 1 October ....”

*Amend paragraph 9.6.5:*

Realign position of text of ultimate paragraph “the Registered User....” with position of text of first paragraph “Where, in relation to ... ....”

*Amend paragraph 9.7.3:*

Realign position of text of ultimate paragraph “the Transporter may, where it....” with position of text of first paragraph “Subject to paragraph .....

*Amend paragraph 9.7.11:*

Amend incomplete reference to read “9.1.3 (g)” and then renumber to read “5.1.3(g)” in accordance with the renumbering instructions given below in this consent.

*Amend paragraph 9.8.7:*

Realign position of text of ultimate paragraph “by means of a Batch Transfer Communication.” with position of text of first paragraph “A User may elect ... ....”

*Amend paragraph 9.8.9:*

Realign position of text of ultimate paragraph “the Transporter will give to the User...” with position of text of first paragraph “Where: ”

*Amend paragraph 9.8.10:*

Realign position of text of ultimate paragraph “by facsimile, provided that...” with position of text of first paragraph “Where any User has made ... ..”

*Amend paragraph 9.9.11(b):*

“... the Consumer’s Plant...” should be amended to read “ ... the consumer’s plant ....”

*Amend paragraphs 9.11.14(a), (b)(i), and (b)(ii):*

“ ... CSEP Users Agent...” should be amended to read “....CSEP User Agent ....”

*Amend paragraph 10.4.2(f):*

“ ... Ad Hoc Invoice...” should be amended to read “... Ad-hoc Invoice ....”

*Amend paragraph 10.5.1:*

Amend incomplete reference “TPD Section 2.4.2(e)(ii)” to read “ TPD Section G2.4.2(e)(ii)”.

*Amend paragraph 10.5.2:*

Amend incomplete reference “TPD Section 2.4.10” to read “TPD Section G2.4.10”.

*Amend paragraph 10.7:*

Amend error in subheading “.....Offtake Capacity” to read “ .....Offtake Capacity Rate”.

*Amend paragraph 11.3.4:*

Amend reference “.....in accordance with TPD Section L” to read “ ....in accordance with OAD ~~TPD~~ Section L.”.

*Remove existing paragraphs 4, 5, 6, and 7 (all currently showing as “Not Used”).*

*Amend text at existing paragraphs 8.1.1 and 8.1.2 to read as follows, and then renumber paragraph 8 as 4, paragraph 9 as 5, paragraph 10 as 6, and paragraph 11 as 7, and renumber all remaining text accordingly:*

## **8.4 TRANSITIONAL INTERRUPTION REGIME**

### **8.1.4.1 Interruption transitional period**

~~8.1.1~~ 4.1.1 For the purposes of paragraphs ~~8, 9 and 10~~, 4, 5, 6 and 7 of this Part IIC:

- (a) the "**interruption transition date**" is 1 October 2011 ~~the date on which the Modification giving effect to this paragraph 8 is effective;~~
- (b) the "**interruption transitional period**" is the period commencing on the 1 April 2008 ~~date on which such Modification is made~~ and ending on (and including) the Day before the interruption transition date.

~~8.1.2~~ 4.1.2 During the interruption transitional period:

- (a) except as provided for in paragraph ~~8.3~~ 4.3 of this Part IIC, TPD Section G6 shall not apply;
- (b) TPD Sections G1 to G5 (inclusive) and Section G7 and Annexes G1 and G2 shall apply subject to the provisions of paragraph ~~406~~; and
- (c) this paragraph 8.4 and paragraphs ~~9 and 10~~, 5, 6 and 7 of this Part IIC shall apply."

**Transporter Application**

This application contains the Transporters' proposal to modify the Uniform Network Code for which they now seek the consent of the Authority

Signed for and on behalf of Transporter.

Signature:

**Tim Davis**  
**Chief Executive Joint Office of Gas Transporters**

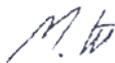
Date:

**Gas and Electricity Markets Authority Response:**

In accordance with Standard Special Condition A11 'Network Code and the Uniform Network Code' of the Gas Transporters Licence, I hereby consent to the above modification to the Code.

Signed for and on Behalf of the Gas and Electricity Markets Authority.

Signature:



M. Feather

Date:

21/10/08.

**Consent to modify Legal Text – Accompanying Notes**

**TPD Section G6**

*Paragraph 6.1.2 (g):*

Capitalisation of the Interruption Option Price in 6.1.2(g)(iii) is in line with the definition in 6.1.2(g)(i).

The change in units (pence/kWh/Day) is consistent with other references to prices e.g. 6.3.2(e).

The reference to the Interruptible Capacity Methodology (ICM) is superfluous. When the legal text was drafted in early 2007 the ICM had not been produced. It has now been finalised and does not add anything in terms of the determination of the prices. Price determination will be the responsibility of Users.

*Paragraph 6.1.2 (i):*

The reference to 6.2.6 is a typographical error. Paragraph 6.2.6 does not exist.

*Paragraph 6.1.8:*

Similar comments to 6.1.2(g) apply. The reference to the Interruptible Capacity Methodology (ICM) is superfluous. When the legal text was drafted in early 2007 the ICM had not been produced. It has now been finalised and does not add anything in terms of the determination of the prices. Price determination will be the responsibility of Users.

*Paragraph 6.2.4:*

Similar comments to 6.1.2(i) apply. The reference to 6.2.6 is a typographical error. Paragraph 6.2.6 does not exist.

*Paragraph 6.7.6:*

As with 6.1.2(g) and 6.1.8(a) the reference to the Interruptible Capacity Methodology is superfluous.

The insertion of the reference to payment in accordance with Section S makes it clear that method of payment of the Exercise prices is the same as the Option Price (6.1.8(b)).

**“TRANSITION DOCUMENT PART IIC**

Renumbering is required because the legal text as drafted assumed the implementation of Modification Proposal 0116V.

The paragraphs are now numbered 4, 5, 6 and 7 due to the introduction of paragraph 3 into the Transition Document.

The interruption transition date and transitional period is clarified in line with the implementation date of Modification 0090 (not known at the time of drafting).

## **General**

Various revisions have also been included within TPD Section G6 and Transition Document Part IIC paragraphs 9, 10 and 11, for the purposes of cross numbering, typo and punctuation corrections, formatting and consistency and these are self explanatory.