

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART II – TRANSPORTATION PRINCIPAL DOCUMENT****PART IIA - GENERAL****1. Introduction**

1.1 This Part II contains provisions:

- (a) for the commencement in relation to Relevant Systems of the arrangements provided for in the Transportation Principal Document (and where relevant the General Terms), which provisions are in Part IIB;
- (b) pursuant to which the arrangements provided for in the Transportation Principal Document are modified for certain specified periods, which provisions are in Part IIC;
- (c) making transitional provisions in connection with the implementation of Modifications whereby events and communications which took place under the Code as it stood prior to implementation of the Modification are treated as being valid for purposes of the Code following such implementation, which provisions are in Parts IIC or IIG.
- (d) for a Contingency Balancing Arrangement as provided for in the Transportation Principal Document, which provisions are in Part IID.

1.2 For the purposes of this Part II:

- (a) "**relating to a Relevant System**" means relating to or applicable in relation to that System, or any System Point, or the conveyance of gas in or delivery or offtake of gas to or from that Relevant System, and 'relate to a Relevant System' shall be construed accordingly;
- (b) a reference to a 'parameter' includes any quantity, term, designation, feature, characteristic, condition, specification, registration or other matter provided for in the Code; and a reference to a parameter 'value' is to the value, amount, description, quality or other state (as appropriate) of any such parameter.

**2. National Gas Transmission**

2.1 For the avoidance of doubt, National Gas Transmission's Network Code (as modified with effect from the First Day by the Code Modification referred to in the definition of DN Hive Down Implementation Date) shall continue in force in accordance with its terms in relation to the NTS only, and Part IIB shall not apply in respect of National Gas Transmission's Network Code.

2.2 With effect from the First Day, National Gas Transmission and Users hereby release each other from all rights, obligations and liabilities under National Gas Transmission's Network Code, the National Gas Transmission Framework Agreement and any Ancillary Agreement which:

- (a) relate to a Relevant System;
- (b) by virtue of the operation of Part IIB become rights, obligations and liabilities between, and enforceable by, the New Transporter and Users.

**3. Collective actions**

- 3.1 Anything done by the Transporters collectively pursuant to National Gas Transmission's Network Code on or before the Last Day which (if it were done on or after the First Day) would be required to be done by the Transporters (including the New Transporter) collectively, shall be deemed to have been done collectively by the Transporters and the New Transporter pursuant to the Code for the purposes of its application on and with effect from the First Day.

#### **4. Transportation Charges in relation to a Relevant System**

- 4.1 In this Transition Document “**Invoiced Transportation Charges**” means amounts relating to a Relevant System which are payable by a User or National Gas Transmission pursuant to National Gas Transmission’s Network Code by way of a Transportation Charge, or otherwise pursuant to any provision of National Gas Transmission’s Network Code which provides for an amount to be payable (but for the avoidance of doubt not including Energy Balancing Charges) and in respect of which an invoice for such amount has been issued by National Gas Transmission on or before the Last Day.
- 4.2 Invoiced Transportation Charges shall continue to be payable by or to National Gas Transmission under National Gas Transmission's Network Code (and shall not become payable by or to the New Transporter).
- 4.3 Any dispute, whether existing as at the Last Day or arising on or after the Last Day, as to (or so far as relating to) any Invoiced Transportation Charges shall be a dispute under National Gas Transmission's Network Code between National Gas Transmission and the relevant User.

#### **5. Code Credit Limits**

- 5.1 In respect of TPD Section V3 in the period up to (and including) the relevant date (as referred to in paragraph 5.3 of Part IIB) for the purposes of National Gas Transmission’s Network Code a reference to the Transporter shall be construed as reference to National Gas Transmission and the New Transporter (as if a single Transporter).