

21/01/2010

Dear Colleague,

**NOTICE OF IMPLEMENTATION  
MODIFICATION PROPOSAL No: 0259**

“Removal Of Obligations To Install UK Link User Equipment and UK Link User Software for UK Link Users who utilise the services of an UK Link User Agent”

Please note that Modification Proposal No 0259 will be implemented with effect from 06:00 hours on 22/01/2010. The Final Modification Report, Version 4.0, was signed by Ofgem on 20/01/2010.

The new Code text resulting from this Modification follows:

**Modified Text:**

**UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT**

**SECTION U – UK LINK**

**2.2 User Equipment and User Software**

2.2.1 It is the responsibility of each UK Link User, at its expense (but subject to paragraph 2.2.13), to secure that there are provided at its premises or where applicable its User Agent’s premises (in accordance with Section V2.1.2(d)(i)) (except that the Active Notification Device referred to in paragraph 4.6.4 need not be held on the premises) and maintained and from time to time (as required by any UK Link Modification in accordance with paragraph 8) modified, upgraded or replaced, the computer hardware and other equipment, software and telecommunication facilities, and the other facilities and resources, necessary to enable the UK Link User to access and use UK Link and transmit, receive, translate, record and store UK Link Communications, as described in the UK Link Manual.

2.2.2 The Transporters and each UK Link User shall take all reasonable steps:

(a) to secure that the equipment, software and facilities to be installed by it in connection with UK Link are adequately protected against damage and security risks; and

(b) to implement and maintain at its premises or where applicable its User Agent’s premises (in accordance with Section V2.1.2(d)(i)) the operational environment required for the operation of the UK Link Network.

2.2.3 In accordance with the UK Link Manual, UK Link Users will be classified according to indicators of expected use of and access to UK Link; and the minimum scope and configuration of the equipment, software, facilities and resources from time to

time to be provided by a UK Link User in accordance with paragraph 2.2.1 will be determined (as described in the UK Link Manual) by reference to such classification.

2.2.4 For the purposes of this Section U:

(a) "UK Link User Equipment" is the computer hardware and other equipment from time to time provided by a UK Link User in accordance with paragraph 2.2.1;

(b) "UK Link User Software" is the software from time to time installed on the UK Link User Equipment in accordance with paragraph 2.2.1.

2.2.5 A UK Link User shall not access or use UK Link other than by means of the UK Link User Equipment and UK Link User Software and in accordance with the protocols and standards and other requirements set out in the UK Link Manual.

2.2.6 Except in so far as provided by the Transporters in accordance with paragraph 2.3, it is the responsibility of each UK Link User to ensure that the UK Link User Equipment and UK Link User Software comply with the specifications and satisfy the configurations described in the UK Link Manual.

2.2.7 In accordance with the UK Link Manual, a UK Link User must obtain and the Transporters will provide under licence certain of the software required to be installed pursuant to paragraph 2.2.1.

2.2.8 Except as provided in paragraph 2.2.7 and as otherwise provided in the UK Link Manual, and without prejudice to the requirements of this paragraph 2.2, UK Link Users may procure from any source any of the equipment, facilities and software required under paragraph 2.2.1.

2.2.9 Where the UK Link Manual specifies (in addition to what is specified for the purposes of paragraph 2.2.1) any benchmark ("Benchmark UK Link Configuration") for the specification, standard or configuration of equipment, software or other facilities to be installed pursuant to paragraph 2.2.1:

(a) a UK Link User shall not be required to secure that its UK Link User Equipment and UK Link User Software comply with the Benchmark UK Link Configuration (but without prejudice to paragraph 2.2.1); but

(b) a UK Link User who does not secure compliance with the Benchmark UK Link Configuration shall be responsible for satisfying himself and securing that the equipment, software and facilities installed by him are capable of operating in accordance with the requirements of this Section U and allowing UK Link to function thereon.

2.2.10 The Benchmark UK Link Configuration expressly excludes any computer hardware or software whose functions are beyond the scope of what is required (in accordance with paragraph 2.2.1) for the use of and access to UK Link.

2.2.11 The Transporters agree that they will, in consultation with the UK Link Committee, from time to time review the Benchmark UK Link Configuration in the light of technological developments in the computer hardware and software generally available to Users with a view to determining whether it would be appropriate (as a UK Link Modification) to modify such configuration.

2.2.12 Where the UK Link Manual so requires in respect of any UK Link User Equipment (not including an Active Notification Device), a UK Link User shall inform the Transporters of the premises at which such UK Link User Equipment is installed and shall not relocate such equipment from such premises except in accordance with the requirements of the UK Link Manual.

2.2.13 Paragraph 2.2.1 is without prejudice to any term referred to in paragraph 2.3.4 pursuant to which the cost of maintenance of any Transporter Available Equipment is to be borne by the Transporters.

### **2.3 Transporter Available Equipment and Software**

2.3.1 For the purposes of this Section U "Transporter Available Equipment" and "Transporter Available Software" are respectively those items of computer hardware and other equipment, and computer software (excluding that referred to in paragraph 2.2.7), which are available to be provided by the Transporters as described in the UK Link Manual.

2.3.2 Upon request by a UK Link User (by notice to the Transporters and otherwise subject to and in accordance with the UK Link Manual), the Transporters will provide on hire any Transporter Available Equipment and/or supply Transporter Available Software.

2.3.3 The Transporters will not provide (and shall not be deemed to have provided) to a UK Link User any Transporter Available Software except on terms that the Transporters do not license and is not a party to any licence of such software to the UK Link User and that the existence and terms of the licence between the UK Link User and the person entitled to grant such a licence will be as prescribed by such person or as otherwise agreed between such person and the UK Link User.

2.3.4 The terms (including without limitation terms as to hire and other charges or fees) upon which the Transporters provide any Transporter Available Equipment or Transporter Available Software, or maintain any Transporter Available Equipment, shall be those set out in the UK Link Manual or otherwise agreed between the Transporters and the UK Link User, and do not form part of the Code and are not an Ancillary Agreement; provided that where a UK Link User has not entered into an agreement with the Transporters in respect thereof, it shall be deemed to have agreed to the applicable terms in the UK Link Manual.

2.3.5 UK Link User Equipment (including replacement parts) which is provided by the Transporters shall be deemed to comply with the Benchmark UK Link Configuration.

## UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

### SECTION V - GENERAL

#### 2 USER ADMISSION

##### 2.1 Admission requirements

2.1.1 In order to become a Shipper User in relation to a System a person (the "Applicant User") must:

- (a) satisfy or secure satisfaction of the requirements in paragraph 2.1.2; and
- (b) accede to the relevant Shipper Framework Agreement and thereby agree to be bound by the Code.

2.1.2 The requirements referred to in paragraph 2.1.1(a) are as follows:

- (a) the Applicant User shall have applied to the Transporter, in such form as the Transporters may from time to time prescribe, giving the following details:
  - (i) the name of the Applicant User;
  - (ii) the legal nature of the Applicant User, and where the Applicant User is not a company incorporated under the Companies Act 1985 (as amended), such further information concerning the constitution of the Applicant User as the Transporter may reasonably require;
  - (iii) the address and telephone and facsimile numbers of the Applicant User, and the individual for whose attention notice is to be marked, for the purposes of notice under GT Section B5.2.3 and B5.3.1;
  - (iv) where the Applicant User is not a company incorporated under the Companies Act 1985 (as amended), an address for service in accordance with paragraph GT Section B6.6.3;
- (b) either:
  - (i) a Shipper's Licence shall have been granted to the Applicant User which is in force and in respect of which no notice of revocation has been given, and the Applicant User shall have provided a copy of such licence to the Transporter; or
  - (ii) a Shipper's Licence shall be treated as having been granted to the Applicant User pursuant to a scheme made under paragraph 15 or 16 of Schedule 5 to the Gas Act 1995;
- (c) in relation to an LDZ of which National Grid is not the owner or operator, the Applicant User is, or will be, a Shipper User under National Grid's Network Code at the User Accession Date;
- (d) the Applicant User shall have secured compliance with those requirements of Section U which are required to be complied with before a User is able to send and receive UK Link Communications, including without limitation:
  - (i) the installation and connection of the UK Link User Equipment and the UK Link User Software either at:
    - (1) the Applicant User's premises; or
    - (2) where the Applicant User secures the services of a User

Agent for the installation and connection of the UK Link User Equipment and Software, at the User Agent's premises, provided that where the User Agent ceases or is unable (for any reason) to provide such services, then the Applicant User shall, as soon as is reasonably practicable after such cessation, secure the installation and connection of the UK Link User Equipment and the UK Link User Software at the Applicant User's premises;

- (ii) the appointment of one or more Authorised Representatives;
- (e) the Applicant User shall have provided the emergency contact details required under Section Q2.2;
- (f) the Applicant User shall have obtained from the Transporters one or more copies of the Code and such other documents referred to in the Code or the Shipper Framework Agreement as the Transporters shall from time to time prescribe for the purposes of this paragraph (f);
- (g) the Applicant User shall have been assigned an initial Code Credit Limit in accordance with paragraph 3;
- (h) in relation to the NTS, the Applicant User shall have been assigned an initial Secured Credit Limit in accordance with Section X.

2.1.3 An Applicant User may accede to a Shipper Framework Agreement before the requirements of paragraphs 2.1.2(d), (g) and (h) are satisfied.

2.1.4 Where in accordance with paragraph 2.1.3 an Applicant User has executed a Shipper Framework Agreement, the Applicant User and the Transporter shall be bound by this Section V and (but only for the purposes of enabling an Applicant User to satisfy the requirements in paragraph 2.1.2 (d)) Section U; and the Applicant User shall for such purposes only be treated as a User.

2.1.5 The activities performed in accordance with paragraph 2.1.2(d)(i) and the other activities performed in accordance with paragraph 2.1.2 to enable the Applicant User to accede to a Shipper Framework Agreement will be performed as a User Pays Service and the Applicant User shall pay (not in accordance with Section S) to National Grid NTS a User Pays Charge in respect of each such User Pays Service.

Yours sincerely,

John Bradley  
Modification Panel Secretary