

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; and
- (c) 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 Grid

2.1 For the avoidance of doubt, National Grid's Network Code (as modified with effect from the First Day by the Code Modification referred to in the definition of UNC Implementation Date) shall continue in force in accordance with its terms in relation to Systems other than Relevant Systems, and Part IIB shall not apply in respect of National Grid's Network Code.

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

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

3. Collective actions and parameters

3.1 Anything done by National Grid pursuant to National Grid's Network Code on or before the Last Day which (if it were done on or after the First Day) would be required (by the provisions of the Transportation Principal Document) to be done by the Transporters collectively, shall (unless and until actually done by the Transporters collectively) be deemed to have been done

by the Transporters collectively pursuant to the Code for the purposes of its application on and with effect from the First Day.

- 3.2 Where on and after the First Day any parameter under the Transportation Principal Document is to apply to or in relation to the Transporters collectively, the value of the equivalent parameter (applying to or in relation to National Grid under National Grid's Network Code) as at the Last Day shall be deemed to apply to or in relation to the Transporters collectively on and with effect from the First Day for the purposes of the Code.
- 3.3 Anything decided or otherwise done by the Network Code Committee on or before the Last Day shall be deemed, for the purposes of the application of the Transportation Principal Document or General Terms on and with effect from the First Day, to have been decided or done by the Uniform Network Code Committee.
- 3.4 In accordance with paragraph 3.1, for the purposes of TPD Section V10.2, amounts payable by National Grid pursuant to Compensation Rules in respect of months (in the Compensation Year in which the Last Day falls) up to the month in which the Last Day falls shall be treated as having been payable by the Transporters.

4. Existing Transportation Charges

4.1 In this Transition Document:

- (a) subject to paragraph (b)(ii), "**Existing Transportation Charges**" means:
- (i) amounts relating to a Relevant System which:
 - (1) are payable by a User or National Grid pursuant to National Grid's Network Code by way of Transportation Charge, or otherwise pursuant to any provision of National Grid's Network Code which provides for an amount to be payable (but for the avoidance of doubt not including Energy Balancing Charges); and
 - (2) accrue in respect of any period ending on or before the Last Day;
 - (ii) amounts payable by National Grid or a User by way of Invoice Credit, rebate or other adjustment in respect of an amount in paragraph (i);
 - (iii) amounts payable by National Grid or a User by way of interest in respect of an amount in paragraph (i) or (ii); and
 - (iv) any amount payable by National Grid or a User upon the resolution of any Invoice Query or dispute in respect of an amount in paragraph (i), (ii) or (iii) whether or not an Invoice has been issued on or before the Last Day in respect of such amount;
- (b) Existing Transportation Charges include amounts relating to a Relevant System:
- (i) which are payable by National Grid or a User pursuant to National Grid's Network Code by way of Reconciliation Transportation Charge Adjustments in respect of LDZ Commodity Charges or Commodity Variable Components (if any) of Customer Charges pursuant to Individual Reconciliation or Aggregate NDM Reconciliation carried out on or before the Last Day; and

- (ii) in respect of which an Invoice has been issued by National Grid on or before the last Day of the month in which the First Day falls.
- 4.2 Existing Transportation Charges shall continue to be payable by or to National Grid under National Grid's Network Code (and shall not become payable by or to the Relevant Transporter), and National Grid shall continue to issue Invoices after the Last Day in respect of Existing Transportation Charges.
- 4.3 Any dispute, whether existing as at the Last Day or arising on or after the First Day, as to (or so far as relating to) any Existing Transportation Charges shall be a dispute under National Grid's Network Code between National Grid and the relevant User(s).

