

**MODIFICATION 0090**  
**INDICATIVE LEGAL TEXT**  
**REVISED DN INTERRUPTION ARRANGEMENTS**

***Note: this text contains core provisions for TPD Section G6. It does not yet address CSEPs or shared supply meter points. The remainder of Section G (and the TPD generally) will need consequential amendments.***

**SECTION G – SUPPLY POINTS**

*Delete existing text at paragraph 6 and insert new text to read as follows:*

**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) requirements to be satisfied by Users in respect of an Interruptible LDZ Supply Points;
- (c) the Interruption by a DN Operator of the offtake of gas from an LDZ at Interruptible Supply Points; and
- (d) 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**" where it is subject to Interruption in an Interruptible Period in accordance with this paragraph 6 [and otherwise is "**Firm**";
- (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 2; or
  - (ii) upon a Supply Point Confirmation becoming effective, in accordance with paragraph 6.1.6(a) or a designation under paragraph 6.1.6(b);
- (c) an "**Interruptible Tranche**" of Supply Point Capacity at an LDZ Supply Point is a tranche (in kWh/Day) of Supply Point Capacity, designated as Interruptible, defined by the Registered User consistent with the requirements in paragraph 6.1.3, with an associated Interruption Allowance, interruption option price and interruption exercise price;
- (d) "**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 each Supply Meter Point comprised in 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;

- (e) an "**Interruptible Period**" is a Gas Year or other period in which Supply Point Capacity at a Supply Point is designated as Interruptible;
- (f) 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;
- (g) in relation to an Interruptible Tranche of Supply Point Capacity at a Supply Point and an Interruptible Period:
  - (i) the "**interruptible option price**" is the amount that the DN Operator is required (irrespective of Interruption) to pay to the User, in each month of the Interruptible Period, in respect of the designation of such Supply Point Capacity as Interruptible;
  - (ii) the "**interruption exercise price**" is the amount 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 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 £/kWh/Day of Supply Point Capacity and determined in accordance with the applicable Interruptible Capacity Methodology;

- (h) the "**Interruption Allowance**" is the number of Days in an Interruptible Period on which an Interruptible Tranche of Supply Point Capacity may be Interrupted;
- (i) the "**minimum interruptible amount**" is [*to be defined*].

6.1.3 [References in this paragraph 6 to Supply Point Capacity are to DM Supply Point Capacity; and NDM Supply Point Capacity and quantities of gas offtaken at an NDM Supply Point Component of an Interruptible Supply Point shall be disregarded for the purposes of this paragraph 6.]

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 For the purposes of the Code:

- (a) an "**eligible**" Supply Point is an LDZ Supply Point for which the Annual Quantity is greater than 5,860,000 kWh (*200,000 therms*);
- (b) if at any time an Interruptible Supply Point ceases to be an eligible Supply Point, the DN Operator may elect, by giving not less than 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 shall be redesignated as Firm with effect from the date of such election.

6.1.6 Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which includes any Supply Meter Point comprised in an Existing Supply Point which is Interruptible in any Interruption 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 [/] days after submission of the Supply Point Confirmation (and such details will not have been provided earlier in the Supply Point Offer);
- (b) if the Proposed Supply Point is a Current Supply Point, the Proposed Supply Point shall be an Interruptible Supply Point in relation to such Interruption 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 6.1.7;
- (c) if the Proposed Supply Point is not a Current Supply Point, the DN Operator may reject the Supply Point Confirmation unless:
  - (i) not less than [/] days before the Proposed Supply Point Registration Date, the relevant Users collectively notify to the DN Operator a designation (complying with the requirements in this paragraph 6) of tranches of Supply Point Capacity at the relevant Proposed Supply Points as Interruptible in the Interruption Period such that [(subject to paragraph 6.1.7)] there are (at the relevant Proposed Supply Points) Interruptible Tranches having in aggregate the same amounts, and with the same Interruption Allowances, interruption option prices and interruption exercise prices, as those at the Current Supply Point; and
  - (ii) the Supply Point Confirmations in respect of all relevant Proposed Supply Points become effective;

(where a relevant Proposed Supply Point is any Proposed Supply Point which includes any Supply Meter Point comprised in the Interruptible Existing Supply Point, and a relevant User is the Proposing User of any relevant Proposed Supply Point).

6.1.7 Where in relation to an Interruptible Supply Point:

- (a) 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;
- (b) 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 accordance with the following provisions in relation to each Interruptible Period:
  - (i) the Interruptible Tranches in relation to such Interruptible Period shall be ranked in order of overall interruption price, lowest 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.

6.1.8 The interruptible option price in respect of any Interruptible Tranche:

- (a) shall be determined monthly in respect of the amount of the Interruptible Tranche in each month of the Interruptible Period to which it relates, after taking account of any decrease in such amount pursuant to paragraph 6.1.7(b) and any redesignation of Supply Point Capacity as Firm in accordance with paragraph 6.5;
- (b) shall be payable monthly in arrears in respect of each such month, and will be invoiced and are payable 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 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 an interruption offers pursuant to an Interruption Invitation;
- (d) the "**Interruptible Capacity Methodology**" is the methodology established by each DN Operator pursuant to [Licence Condition X] setting out:
  - (i) the financial terms (including terms as to interruptible 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 Interruption Period which may comprise an Interruption Allowance;
  - (v) [/];
  - (vi) such further matters as may be contemplated by this paragraph 6 or required or permitted under that Licence Condition.
- (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+9 inclusive (each a separate Interruptible Period) by an "**annual**" Interruption Invitation, in relation to which:

- (a) the invitation dates shall be 10 consecutive Business Days in June of Gas Year Y;

- (b) the first such invitation date shall be not less than 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 or 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 LDZ and Interruption Zone(s) in respect of which the invitation is issued;
- (d) the invitation date(s);
- (e) the available Interruption Allowances (in accordance with the Interruptible Capacity Methodology);
- (f) 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;
- (g) such further terms and conditions of the invitation as may be required or permitted by the Interruptible Capacity Methodology.

### 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 eligible Supply Point (within the relevant Interruption Zone) in respect of which the interruption offer is made;
- (d) the Interruptible Period 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 Interruptible Tranche offered:
  - (i) the amount (in kWh/Day of Supply Point Capacity) of the Interruptible Tranche;
  - (ii) the Interruption Allowance (being one of the available allowances in the Interruption Invitation);
  - (iii) the interruptible 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 Interruption Period falling within that period):
- (a) may specify additional Interruptible Tranches, provided that the requirements in paragraph 6.1.4(a) and (b) shall apply in respect of the existing and additional Interruptible Tranches in aggregate;
  - (b) subject to any requirements in the Interruptible Capacity Methodology, may add a further 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, at any time between 08:00 hours and 17:00 hours on an invitation date.
- 6.3.5 In relation to an Interruption Invitation, eligible Supply Point, tranche of Supply Point Capacity and Interruptible Period, a User may have, at any one time, up to but no more than [ten(10)] 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) any of the requirements in paragraphs 6.1.4, 6.3.2 and (if applicable) 6.3.3 is not complied with.

## **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; and
  - (b) not later than [twenty-eight (28) days] following the last invitation date, inform Users of which of their interruption offers have been accepted.
- 6.4.2 Where the DN Operator accepts an interruption offer:
- (a) the tranche of Supply Point Capacity subject to the interruption offer shall be designated as Interruptible;
  - (b) the DN Operator shall be liable to pay the User (irrespective of whether the DN Operator exercises its right of Interruption) the interruptible option price (determined pursuant to Interruption Pricing Methodology) in respect of such designation in accordance with paragraph 6.1.8.
- 6.4.3 In relation to each Interruption Invitation, and in respect of each Interruption Zone and Interruptible Period for which at least four (4) Users submitted interruption offers, the DN Operator will (not more than [/] days after the last invitation date) publish the following details:

- (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 [7] days 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 as respects any NDM Supply Point Component, an appropriate estimated rate of offtake)] and in quantities (in a 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 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, 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 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 (or the DM Supply Point Component thereof).

6.6.6 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 5 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 the Supply Point Capacity comprised in all or any of the Interruptible Tranches in relation to any Interruptible Period is redesignated as Firm;
  - (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 failure to comply is remedied.

6.6.7 For the purposes of this paragraph 6.6, the relevant date in respect of an Interruptible Supply Point in relation to a User is:

- (a) the day which is [/] days before the start of the first Interruption 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 6.1.6.

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 hour after such discontinuance and/or not less than one 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 with a DM Supply Point Component 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 5th 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.

## 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 an LDZ 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, with effect from the Interruption Start Time and until the Interruption End Time:

(a) the rate of offtake of gas, in kWh/hour, at the Supply Point does not exceed the a rate of offtake determined as follows:

$$\text{SPOR} * (\text{SPC} - \text{IT}) / \text{SPC}$$

and

(b) the quantity of gas offtaken, in kWh, on each Day or part-Day of Interruption does not exceed a quantity determined as follows:

$$\text{SPC} - \text{IT}$$

*[pro rated for part days to take account of flows on a Day at times when the Supply Point was not Interrupted]*

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 [at the relevant time];

and where a Day or part-Day of Interruption is (i) the period from the Interruption Start Time until the end of the Day in which it occurs, (ii) any full Day within the Interruption Period, and (iii) the period to the Interruption End Time from the start of the Day in which it occurs.

6.7.4 Subject to paragraph 6.7.6, the DN Operator may require Interruption at an Interruptible Supply Point:

(a) on any Day on which there is or the DN Operator anticipates that there would otherwise be a relevant Transportation Constraint (in accordance with paragraph 6.7.5);

(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 sub-paragraph 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 A relevant Transportation Constraint is a Transportation Constraint which would be relieved (in whole or in part) by the discontinuance or suspension of offtake at the Interruptible Supply Point (provided that the DN Operator will not be required to exercise its entitlement to require Interruption in respect of an Interruptible Supply Point which is a Maintenance Affected Point pursuant to Section L4.3).
- 6.7.6 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.
- 6.7.7 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) in respect of such Interruptible Tranche, for each Day (including part of a Day) of such Interruption.
- 6.7.8 For the purposes of paragraphs 6.7.6 and 6.7.7, 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 Day of Interruption of the Interruptible Tranche.
- 6.7.9 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.

## **6.8 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 in respect of any Interruptible Tranche 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.

6.8.6 The "**Interruption End Time**", in relation to the Interruption of any Interruptible Tranche, shall be 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.

## **6.9 Interruption Communications**

6.9.1 As soon as reasonably practicable after the DN Operator has given one or more Interruption Notices, it will send to all relevant Registered Users an Active Notification Communication stating that, in relation to all Users who have made an election under paragraph 6.9.2 such Batch Transfer Communications have been sent by the DN Operator.

6.9.2 A User may elect, by giving not less than one month's notice to the DN Operator:

- (a) to receive all Interruption Notices in respect of Supply Points in relation to which it is Registered User; and
- (b) to give all confirmations pursuant to paragraph 6.8.3(b)

by means of Batch Transfer Communication.

6.9.3 Subject to paragraphs 6.9.4 and 6.9.5, where a User makes an election under paragraph 6.9.2, on expiry of the relevant period of notice, Code Communications for the purposes of paragraphs 6.8.1 and 6.8.3(b) [and 6.8.5] shall be given by Batch Transfer Communication, and where the User gives any Code Communication to the DN Operator under this paragraph 6.9 by Batch Transfer Communication, the User must promptly inform the DN Operator, by telephone or facsimile, of the transmission of such Batch Transfer Communication.

6.9.4 Where:

- (a) the DN Operator has given to a User an Interruption Notice by Batch Transfer Communication;
- (b) the User is unable, in accordance with Section U4.5, to access such Batch Transfer Communication; and
- (c) the User notifies the DN Operator of such inability, by telephone or facsimile, not later than thirty (30) minutes after the Interruption Notice was given

the DN Operator will give to the User Interruption Notice by facsimile, and this facsimile shall constitute an Interruption Notice for the purpose of establishing the Interruption Start Time.

6.9.5 Where any User has made an election pursuant to paragraph 6.9.2, that User may elect by notice to the DN Operator:

- (a) to receive all Interruption Notices in respect of Supply Points in relation to which it is Registered User; and
- (b) to give all confirmations under paragraph 6.8.3(b)

by facsimile, provided that no election may be made under this paragraph 6.9.5 less than one month after the date of an election by that User under paragraph 6.9.2.

6.9.6 Where a User makes an election under paragraph 6.9.5, on expiry of one month from the date of the relevant notice, or from such other date as the DN Operator and the User may agree, Code Communications for the purposes of paragraph 6.8.1 and 6.8.3(b) [and 6.8.5] shall be given by telephone or facsimile.

## 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 the Period of Interruption;
- (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 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;

- (c) [for the purposes of this paragraph 6.10 a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point];
- (d) the "**Period of Interruption**" is the period between the Interruption Start Time and the Interruption End Time.

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 any or all Supply Meter Points (irrespective of whether any is a Shared Supply Meter Point) comprised in the Supply Point; and
- (b) save where the failure to Interrupt resulted from Force Majeure, the Registered User shall pay, in respect of each failure Day, a charge determined as:

$$X = 2 * Y * Z$$

where:

X is the amount payable in respect of each Day;

Y is the greater of:

- (i) the quantity (in kWh) of gas offtaken at the Supply Point on the Day at a rate in excess of the rate permitted in paragraph 6.7.3(a); and
- (ii) the quantity (in kWh) offtaken on the Day or part Day in excess of the quantity permitted in paragraph 6.7.3(b)

Z is the greater of:

- (i) the Applicable Annual Rate of the LDZ Capacity Charge in respect of the Supply Point; and
- (ii) the [failure-weighted] [tranche-weighted] average of the overall interruption price applicable in respect of the Interruptible Tranches which the User is treated as having failed to Interrupt in accordance with paragraph (c);

(c) for the purposes of determining 'Z':

- (i) the Interruptible Tranches which were subject to Interruption shall be ranked in order of [overall interruption price], highest-priced first;
- (ii) the FTI quantity shall be allocated to such Interruptible Tranches in the order ranked, until such quantity has been allocated in full, where the FTI quantity is:
  - (aa) Y, if Y was determined under paragraph (ii);
  - (bb) if Y was determined under paragraph (i),  $(Y * SPC / SPOR)$
- (iii) the Interruptible Tranches which the User is treated as having failed to Interrupt shall be the tranches to which the FTI quantity was so allocated.

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 all Supply Meter Points 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.