

DSC AGREEMENT

THIS AGREEMENT is made on and with effect from []

BETWEEN the persons whose names and other details are set out in Schedule 1

WHEREAS:

- (A) Pursuant to Standard Special Condition A15A of the Gas Transporter's Licence the uniform network code (as therein defined) requires each UNC Party to enter into the DSC.
- (B) The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves by the DSC Terms and Conditions (as defined in the uniform network code) and (in the case of the UNC Parties) complying with the requirement in Recital A.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

In this Agreement (including the Recitals hereto) any capitalised term shall have the meaning given to it in the DSC Terms and Conditions.

2 New Party

- 2.1 Where the Authorised Person determines to admit an Applicant as a New Party and is satisfied that the Applicant has complied in substance with such of the Accession Requirements as may be necessary, the Parties shall admit the Applicant as an additional party to the DSC Agreement, for which purposes the Authorised Person shall enter into an Accession Agreement with such Applicant.
- 2.2 Each Party (other than the Authorised Person) hereby authorises the Authorised Person to sign on its behalf and deliver any Accession Agreement pursuant to Clause 2.1, and undertakes not to withdraw, qualify or revoke such authority.
- 2.3 Upon the execution of an Accession Agreement by the Authorised Person and an Applicant, the Applicant shall become a New Party.
- 2.4 The Authorised Person will provide to the Gas and Electricity Markets Authority a copy of each Accession Agreement within 28 days after such agreement is made.

3 Withdrawing Party

A Party who becomes a Withdrawing Party shall with effect from the specified date in accordance with the DSC Terms and Conditions cease to be a Party, but without prejudice to any provision of the DSC Terms and Conditions as to the continuance in force of any of the provisions of the DSC as respects, or of any rights, obligations and liabilities of, any such Party or (as respects such Party) each other Party to the DSC Agreement.

4 DSC Terms and Conditions

- 4.1 The DSC Terms and Conditions are hereby given effect between and made binding upon each Party with effect from the Effective Date.
 - 4.2 With effect from the Effective Date each Party undertakes to each other Party, to comply with and to perform its obligations in accordance with and subject to the DSC Terms and Conditions.
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5 Severance

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

6 Counterparts

This Agreement may be executed in any number of counterparts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

[]

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Schedule 1

Name	Registration number or equivalent (if any)	Place of incorporation	Registered or principal office
Xoserve Limited	5046877	England	1-3 Strand, London WC2N 5EH
Transporters			
National Grid Gas plc	2006000	England	1-3 Strand, London WC2N 5EH
National Grid Gas Distribution Limited	10080864	England	1-3 Strand, London WC2N 5EH
Wales & West Utilities Limited	5046791	England	Wales & West House, Spooner Close Coedkernew, Newport, South Wales, NP10 8FZ
Northern Gas Networks Limited	5167070	England	1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU
Southern Gas Networks plc	5167021	England	St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ
Scotland Gas Networks plc	SC264065	Scotland	Axis House, 5 Lonehead Drive, Newbridge, Edinburgh
Shippers			
[]			

ANNEX

FORM OF ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made on []:

BETWEEN:

- (1) [] (the "**Authorised Person**", on its own behalf and on behalf of all the other parties to the DSC Agreement referred to below; and
- (2) [] (the "**New Party**") whose principal office is at [].

WHEREAS:

- (A) By the DSC Agreement dated [] and made between the Authorised Person and the other Original Parties named therein and as now in force pursuant to any Accession Agreement entered into by any other Party before the date of this Accession Agreement (the "**DSC Agreement**") the Parties agreed to give effect to and be bound by the DSC Terms and Conditions.
- (B) The New Party wishes to be admitted as an additional party under the DSC Agreement.

NOW IT IS HEREBY AGREED as follows:

1. In this Accession Agreement words and expressions defined in or for the purposes of the DSC Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the DSC Agreement.
2. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the New Party as an additional party under the DSC Agreement on the terms and conditions hereof.
3. The New Party hereby accepts its admission as a party under the DSC Agreement and undertakes with the Authorised Person (acting on its own behalf and on behalf of each of the other Parties) to perform and comply with, and to be bound by, the DSC Agreement as a party under the DSC Agreement as from the date hereof.
4. For all purposes in connection with the DSC Agreement the New Party shall as from the date hereof be treated as if it has been a signatory of the DSC Agreement, and as if this Agreement were part of the DSC Agreement, and the rights and obligations of the Parties shall be construed accordingly.
5. This Agreement and the DSC Agreement shall be read and construed as one document and references (in or pursuant to the DSC Agreement) to the DSC Agreement (howsoever expressed) should be read and construed as reference to the DSC Agreement and this Agreement.
6. If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written
