

**FGO**

**OTHER TPD DRAFTING (I.E. RELEVANT SECTIONS EXCLUDING G, H AND M)**

- *The current draft of GT Section B7 identifies CDSP Direct Services and CDSP Agency Services. It is thought helpful to include introductory text at the end of paragraph 1 of each relevant section of UNC to give a high level overview of what the CSDP will doing in supporting implementation of the section. In the case of TPD Sections G, H and M these are CDSP Direct Services, for other TPD sections these are generally CDSP Agency Services.*
- *Changes to the accession and discontinuance provisions in TPD V are needed to reflect the existence of the DSC and the requirement that each UNC Party is also a DSC Party.*
- *For ease of reference changes to OAD and IGTAD as regards accession and discontinuance are also shown below, with some other small OAD changes.*
- *Further changes may be needed to TPD once the position On liabilities is agreed (so as to avoid the potential for existing liability provisions to be come circular in effect).*
- *It appears no changes to EID are required.*

## **TPD Section B: System Use and Capacity**

*Add new paragraph 1.15 to read as follows:*

### **1.15 CDSP Services**

1.15.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section B include:

- (a) calculating Transportation Charges, Overrun Charges, CSEP Overrun Charges and Supply Point Ratchet Charges; and
- (b) maintaining a record of Users Registered and Available System Capacity holdings.

*Paragraph 5.6.3 –referenced procedures for giving Code Communications when applying for Daily NTS Entry Capacity – responsibility to be confirmed.*

*Amend paragraphs 1.7.8, 1.7.11 to 1.7.14 (Agency Charging Statement – to review against final CDSP licence condition).*

## **TPD Section C: Nominations**

*Add new paragraph 1.14 to read as follows:*

### **1.14 CDSP Services**

1.14.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section C are calculating Forecast User LDZ Unidentified Gas for LDZs and calculating forecast User LDZ Unidentified Gas amounts.<sup>1</sup>

*To consider paragraphs 1.6.2, 1.6.4 and 1.6.5 (compensation payments for delay in making available daily CV information once agreement reached on liabilities).*

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<sup>1</sup> This is a post Project Nexus service.

## **TPD Section E: Daily Quantities, Imbalances and Reconciliation**

*Add new paragraph 1.14 to read as follows:*

### **1.14 CDSP Services**

1.14.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section E include:

- (a) calculating Daily Imbalances (including forecast and prevailing imbalances);
- (b) determining Error Revised UDQOs; and
- (c) calculating all values and amounts required to support Offtake Reconciliation and Unidentified Gas Reconciliation.

*Paragraph 9: appointment/management of AUG Expert to be a CDSP Direct Service – to be confirmed.*

## **TPD Section F: System Clearing, Balancing Charges And Neutrality**

*Add new paragraph 1.8 to read as follows:*

### **1.8 CDSP Services**

- 1.8.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section F include:
- (a) calculating Energy Imbalance Charges; and
  - (b) calculating Scheduling Charges.

## **TPD Section Q: Emergencies**

*Add new paragraph 1.12 to read as follows:*

### **1.12 CDSP Services**

1.12.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section Q include:

- (a) maintaining a record of User emergency contact details; and
- (b) managing post-emergency claims validation processes.

...

4.5.9 For the purposes of reviewing claims submitted by each claimant, National Grid NTS appoints the ~~Transporter Agency~~ CDSP as the claims reviewer (the "**Post-Emergency Claims Agent**") to undertake the validation of all claims.

## **TPD Section S: Invoicing and Payment**

*Add new paragraph 1.13 to read as follows:*

### **1.13 CDSP Services**

1.13.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section S include:

- (a) notifying Users of invoice timing;
- (b) calculating Invoice Amounts;
- (c) submitting Invoice Documents (and supporting data); and
- (d) resolving Invoice Queries.

*Note: in some cases GT calculate invoice amounts under (c), eg failure to make gas available for offtake.*

*To consider paragraphs 4.6 and 4.7 (compensation payments for invoice query resolution once agreement reached on liabilities).*

## **TPD Section V: General**

*Add new paragraph 1.3 to read as follows:*

### **1.3 CDSP Services**

- 1.3.1 CDSP Direct Services undertaken by the CDSP to support implementation of Section V include:
- (a) disclosure of Supply Meter Point Information in accordance with paragraph 5.11;
  - (b) disclosure of historic Supply Meter Point asset and read information in accordance with paragraph 5.15;
  - (c) disclosure of MAP information in accordance with paragraph 5.16; and
  - (d) disclosure of smart meter data in accordance with paragraph 5.17.
- 1.3.2 CDSP Agency Services undertaken by the CDSP to support implementation of Section V include:
- (a) managing the User accession, discontinuance and termination processes; and
  - (b) reporting on the theft of gas.

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*Amend paragraph 2 to read as follows:*

## **2 USER ADMISSION**

### **2.1 Admission requirements**

- 2.1.1 In order to become a Shipper User in relation to a System or a Trader User in relation to the NTS a person (the "Applicant User") must:
- (a) satisfy or secure satisfaction of the relevant 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 postal and e-mail 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) where the Applicant User wishes to become a Shipper User, 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) where the Applicant User wishes to become a Shipper User in relation to an LDZ of which National Grid NTS 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)(d)~~ the Applicant User shall have provided the emergency contact details required under Section Q2.2;
- ~~(f)(e)~~ 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 ~~(ef)~~;
- ~~(g)(f)~~ where the Applicant User wishes to become a Shipper User, the Applicant User shall have been assigned an initial Code Credit Limit in accordance with paragraph 3;
- ~~(h)(g)~~ in relation to the NTS, the Applicant User shall have been assigned an initial Secured Credit Limit in accordance with Section X<sub>2</sub>;
- ~~(i)(h)~~ where the Applicant User wishes to become a Shipper User, the Applicant User shall have provided the Transportation Charges contact detail as required under Section 3.4.7<sub>2</sub>; and
- (i) the Applicant User shall have signed the DSC [Accession Agreement] and shall have satisfied the DSC [Accession Requirements] (each as defined in the DSC).

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)~~ (f), (g) [and (i)] 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.

~~2.1.6~~ 2.1.5 For the avoidance of doubt a person may not become a Trader User in relation to any System other than the NTS.

~~2.1.7~~ 2.1.6 Where a Trader User wishes to become a Shipper User the Trader User must:

- (a) notify National Grid NTS, in such form as National Grid NTS may from time to time specify, that it wishes to become a Shipper User;
- (b) satisfy those requirements in paragraph 2.1.2(b), (c), (f), (g) (h) and [(i)] which the Trader User was not required to secure or satisfy for the purposes of becoming a Trader User; and
- (c) be assigned a revised Secured Credit Limit in accordance with Section X

and the Trader User shall become a Shipper User with effect from the Day which is 3 Business Days after satisfaction of the last of the requirements specified in this paragraph 2.1.7.

~~2.1.8~~ 2.1.7 Where a Party who is a Shipper User wishes to become a Trader User such Party must:

- (a) cease to be a Shipper User of or in relation to a System (in accordance with paragraph 4.2); and
- (b) become a Trader User in accordance with paragraph 2.1.2 on the date on which it ceases to be a Shipper User.

## **2.2 Admission of User**

2.2.1 The Applicant User will become a User with effect from the Day ("User Accession Date") which is 3 Business Days after satisfaction of the last of the requirements under paragraphs 2.1.1 and 2.1.2 to be satisfied.

2.2.2 Upon the Applicant User's becoming a User pursuant to paragraph 2.2.1 the Transporter will so notify:

- (a) the Applicant User, specifying:
  - (i) the Transporter's notice details for the purposes of GT Section B5.2.3; and
  - (ii) the names of all other Users and their prevailing notice details in accordance with GT Section B5.2.3;
- (b) all other Users, specifying the name of the Applicant User, its notice details provided under paragraph 2.1.2(a)(iii) and the User Accession Date.<sup>2</sup>

## **2.3 Restricted authorisation of User**

Where the Shipper's Licence held by a Shipper User limits or restricts the premises to which the User may arrange for the conveyance of gas by a or any System or in any other way limits or restricts the activities which the User is authorised to carry on:

- (a) the User shall be solely responsible for compliance with such limit or restriction and

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<sup>2</sup> Query whether to add a requirement for the Transporter to notify the CDSP upon the admission of a User?

(subject to paragraph (b)) the Transporter shall not in the implementation of the Code as respects such User be concerned with such limit or restriction; but

- (b) the Transporter shall be at liberty in its discretion to (but shall not be required to) withhold from the User any right or entitlement pursuant to the Code so as to give effect to such limit or restriction.

## **2.4 Single User admission**

Unless expressly otherwise provided in the Code or agreed by the Transporters, a person may only be one User for the purposes of the Code, and accordingly a person who is for the time being a User may not make a further application to be admitted as a User.

## **2.5 Restricted User<sup>3</sup>**

2.5.1 A person which is for the time being either:

- (a) designated by the Authority for the purposes of Special Condition C6 of National Grid NTS's Transporter's Licence; or
- (b) a body which is declared by an Order of the Secretary of State to be a Recognised Clearing House for the purposes of the Financial Services Markets Act 2000 (as amended); or
- (c) a body which is declared by an Order of the Secretary of State to be a Recognised Investment Exchange for the purposes of the Financial Services Markets Act 2000 (as amended) and which makes its own arrangements for clearing transactions effected on its exchange

may be admitted as a User in relation to the NTS for the purposes only of making Trade Nominations pursuant to Section C5.

2.5.2 Where a User is admitted pursuant to paragraph 2.5.1:

- (a) the User hereby undertakes to National Grid NTS that it will not and will not purport to deliver gas to nor offtake gas from the Total System, make any Nomination, will not or purport to act as if it were a Trading Participant, become a CSEP User or the Registered User of any Supply Point, or hold System Capacity or Storage Capacity at LNG Facilities, or make a System Capacity Transfer or Storage Gas Transfer in relation to an LNG Facility, or otherwise exercise any right or entitlement of a User other than the right to make Trade Nominations pursuant to Section C5 and any rights (consequent thereon) arising under Sections F, S, GT Section A, this Section V, U and X;
- (b) the User shall not make a Trade Nomination more than 5 Days before the Gas Flow Day;
- (c) the User shall not be bound to comply with any obligation under Section L, O or (except pursuant to paragraph 2.4 thereof) Q.

2.5.3 Where an Applicant User informs National Grid NTS that it wishes to be admitted as a User pursuant to paragraph 2.5.1:

- (a) the requirements in paragraph 2.1.2(b) and ~~(d)(e)~~ shall not apply in respect of the Applicant User;
- (b) it shall be an additional requirement for the purposes of paragraph 2.1.1 that, at the same time as the User accedes to the Framework Agreement, National Grid NTS and the User enter into a memorandum to record that the User is or is to be admitted

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<sup>3</sup> Query whether a Restricted User is a DSC Customer?

pursuant to paragraph 2.5.1;

- (c) National Grid NTS's notification to Users under paragraph 2.2.2(b) will specify that the Applicant User has been so admitted.

*Amend paragraph 4 to read as follows:*

#### **4. DISCONTINUING USERS AND TERMINATION**

##### **4.1 General**

- 4.1.1 A User may cease to be a User of or in relation to a System pursuant to paragraph 4.2 or 4.3; and for the purposes of the Code a **"Discontinuing User"** is a User who so ceases to be a User and the **"User Discontinuance Date"** is the date with effect from which (in accordance with paragraph 4.2 or 4.3) a Discontinuing User ceases to be a User.
- 4.1.2 Upon a User's ceasing to be a User:
  - (a) subject to paragraphs 5.6 and 4.3.7, the Shipper Framework Agreement shall cease to bind the Discontinuing User and (as respects the Discontinuing User) the Transporter;
  - (b) each Ancillary Agreement to which a Discontinuing User is party shall, unless otherwise provided in such Ancillary Agreement, terminate as respects that User (but without prejudice to the continuance of that Agreement as respects any other User(s) party thereto) with effect from the User Discontinuance Date.
- 4.1.3 The Transporter will as soon as reasonably practicable after the User Discontinuance Date notify all other Users of a User's ceasing to be a User.
- 4.1.4 An Ancillary Agreement may be subject to termination as respects any User(s), in accordance with its terms, but (except as may be provided in such Ancillary Agreement) such termination shall not result in any such User ceasing to be a User.
- 4.1.5 A Shipper Framework Agreement shall have no fixed duration, but without prejudice to the provisions of this paragraph 4 as respects Discontinuing Users.
- 4.1.6 In this paragraph 4 references to:
  - (a) Users include Trader Users, except in relation to paragraph 4.3.1(f), and DNO Users;
  - (b) National Grid NTS and National Grid plc as DN Operator shall be construed as a reference to a single Transporter.

##### **4.2 Voluntary discontinuance**

- 4.2.1 A User may at any time by giving notice ("**Discontinuance Notice**") to the Transporter apply to cease to be a User of or in relation to a System.
- 4.2.2 A User may not cease to be a User under this paragraph 4.2 until such time as:
  - (a) all amounts payable or (other than in respect of any recurrent charge becoming payable by reason only of the lapse of time after the date on which the last of the other requirements of this paragraph 4.2.2 is satisfied) which may become payable by the User to the Transporter pursuant to any provision of the Code, the Shipper Framework Agreement or any Ancillary Agreement have been paid in full;
  - (b) the User is not the Registered User in respect of any Supply Point and is not party to any Shared Supply Meter Notification;
  - ~~(c) the User has complied with the requirements of section U2.8;~~

- ~~(d)~~ (c) under National Grid NTS's Network Code, there is no outstanding Daily Imbalance or NDM Reconciliation Quantity or DM Reconciliation Quantity in respect of the User;
- ~~(e)~~ (d) any requirements under any Ancillary Agreement in respect of termination under this paragraph 4.2 have been complied with; ~~and~~
- ~~(f)~~(e) any outstanding breach, being a breach capable of remedy and of which the Transporter has given notice to the User, by the User of any provision of the Code or the Shipper Framework Agreement or any Ancillary Agreement shall have been remedied;
- ~~(g)~~(f) ~~and~~ a User may not cease to be a User of the NTS until the User ceases to be a User of each LDZ<sub>i</sub>; ~~and~~
- (g) the User has satisfied the DSC [Withdrawal Requirements] (as defined in the DSC).

4.2.3 Where a User has given notice under paragraph 4.2.1:

- (a) the User and the Transporter shall remain bound by the Code and the Shipper Framework Agreement and any Ancillary Agreement to which the User is party until the requirements of paragraph 4.2.2 are satisfied;
- (b) the System Capacity which the User is registered as holding shall not be reduced or cancelled other than in accordance with the relevant provisions of the Code (and the User will remain liable for payment of Transportation Charges in respect thereof but may elect to make prepayment thereof).

4.2.4 Where a User has given notice under paragraph 4.2.1, after the satisfaction of the last of the requirements of paragraph 4.2.2 to be satisfied:

- (a) with effect from the 5th Business Day following such satisfaction, the User will cease to be a User;
- (b) without prejudice to paragraph 4.2.5, the Transporter will as soon as reasonably practicable (and where possible before such date) inform the User of the date on which it ceases to be a User under paragraph (a).

4.2.5 Notwithstanding paragraph 4.2.4, without prejudice to paragraph 4.1.2(a), the Transporter or (as the case may be) the Discontinuing User shall remain liable, subject to and in accordance with the Code, to the other and (in the case of the Discontinuing User, subject to paragraph GT Section B2.4.2) to each other User, after the User Discontinuance Date:

- (a) for any amount which was or becomes payable under the Code or any Ancillary Agreement in respect of any period before the User Discontinuance Date; and
- (b) in respect of any outstanding breach of any provision of the Code, the Shipper Framework Agreement or any Ancillary Agreement where such breach was not (for the purposes of paragraph 4.2.2~~(e)~~~~(f)~~) capable of remedy or (notwithstanding that paragraph) was capable of remedy but was not remedied.

### 4.3 Termination

4.3.1 For the purposes of this paragraph there shall have occurred a "**User Default**" in relation to a User (the "**Defaulting User**") in any of the following events or circumstances:

- (a) where in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by the Defaulting User under the Code (excluding for the avoidance of doubt amounts the subject of an Invoice Query which by virtue of Section S4.2.2 have not become due for payment):
  - (i) the Defaulting User has not paid the amount in full by the 5th Business Day after the due date for payment;

- (ii) on or after the 5th Business Day after the due date for payment the Transporter has given notice to the Defaulting User requiring payment of such amount; and
  - (iii) the Defaulting User has not paid such amount in full by the 5th Business Day after the date of the Transporter's notice under paragraph (ii); or
- (b) in accordance with paragraph 3.3.3; or
- (c) where:
- (i) the Defaulting User is in material breach, other than such a breach as is referred to in paragraph 4.3.9, of any material provision (other than a payment obligation) of the Code; and
  - (ii) the breach is capable of remedy by the Defaulting User; and
  - (iii) the Transporter has given notice (making reference to this paragraph 4.3) of such breach to the Defaulting User; and
  - (iv) within 14 Days after the Transporter's notice under paragraph (iii), the Defaulting User does not either:
    - (1) remedy the breach in all material respects, where the breach is capable of remedy within such period of 14 Days; or
    - (2) where the breach is not so capable of remedy, provide to the Transporter a programme (setting out the steps to be taken by the User and the timetable for taking such steps) for the remedy of the breach as soon as is reasonably practicable; and
  - (v) in the case in paragraph (iv)(2), the Defaulting User does not:
    - (1) remedy the breach in all material respects with all reasonable diligence and so far as reasonably practicable in accordance with the programme provided under that paragraph or a revised programme pursuant to paragraph (2); and
    - (2) where notwithstanding the reasonable diligence of the User it is not reasonably practicable for the User to remedy the breach in accordance with that programme, provide to the Transporter a revised such programme; and
  - (vi) the breach remains unremedied in any material respect after the expiry of 7 Days after a further notice by the Transporter to the Defaulting User to the effect that the Defaulting User has not complied with paragraph (iv) or (v); or
- (d) where:
- (i) the Defaulting User is in material breach, other than such a breach as is referred to in paragraph 4.3.9, of any relevant provision (other than a payment obligation) of the Code; and
  - (ii) the breach is not capable of remedy; and
  - (iii) the Transporter has given notice (making reference to this paragraph 4.3) of the breach to the Defaulting User; and
  - (iv) at any time within the period of 12 months following the Transporter's notice under paragraph (iii), there occurs a further material breach by the Defaulting User of the same provision of the Code; and

- (v) the Transporter has given a notice of such further breach to the Defaulting User and a period of 7 Days has expired following such notice; or
- (e) where:
- (i) the Defaulting User is unable to pay its debts (within the meaning of Section 123(l) or (2) of the Insolvency Act 1986, but subject to paragraph 4.3.2), or any voluntary arrangement is proposed in relation to it under Section I of that Act or it enters into any composition or scheme of arrangement (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or
  - (ii) the Defaulting User has a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or
  - (iii) the Defaulting User has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it; or
  - (iv) the Defaulting User passes any resolution for winding-up (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or
  - (v) the Defaulting User becomes subject to an order by the High Court for winding-up; or
  - (vi) the Defaulting User becomes subject to a bankruptcy order; or
  - (vii) the Defaulting User becomes subject to an event made in a jurisdiction outside England and Wales, equivalent or analogous to any one or more of those events listed in paragraphs 4.3.1(e)(i) to (vi) above; or
- (f) where the Shipper's Licence granted to the Defaulting User is determined or revoked or otherwise ceases to be in force for any reason whatsoever, or such licence is assigned unless such assignment is contemporaneous with an assignment by the User of all of its rights and obligations under the Code and the Framework Agreement in accordance with GT Section B6.1; or
- (g) an event which entitles National Grid NTS to give a Termination Notice pursuant to paragraph X2.9.3, X2.10.10 or X3.2.2; or
- (h) [the Defaulting User has committed a [Customer Default] under the DSC].
- 4.3.2 For the purposes of paragraph 4.3.1(e)(i), Section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for '£750' there was substituted '£10,000'; and the Defaulting User shall not be deemed to be unable to pay its debts for the purposes of that paragraph if any such demand as is mentioned in the said Section is being contested in good faith by the Defaulting User with recourse to all appropriate measures and procedures.
- 4.3.3 Upon the occurrence of a User Default, and at any time after such occurrence at which the User Default is continuing the Transporter may give notice ("**Termination Notice**") to the Defaulting User to the effect that the User shall cease to be a User of or in relation to its System(s) with effect from the date (which may be any date on or after the date on which the notice is given) specified in the notice.
- 4.3.4 Without prejudice to the Transporter's right to give a Termination Notice, as set out in paragraph 4.3.3, where the condition in paragraph 4.3.5 is satisfied, Section X4 shall apply.
- 4.3.5 The condition referred to in paragraph 4.3.4 is that:
- (a) a User Default occurs by reason of the circumstances set out in any one or more of paragraphs 4.3.1(e)(ii), (iii), (iv) or (vii) to the extent that a person, analogous or equivalent to those persons appointed pursuant to paragraphs 4.3.1(e)(ii), (iii) or (vi)

is appointed in a jurisdiction outside England and Wales ("**foreign insolvency practitioner**") in respect of the User; and

- (b) the receiver, administrator, trustee-in-bankruptcy or foreign insolvency practitioner (as appropriate) fails to provide adequate assurances to National Grid NTS in compliance with the principles established in Section X and the Energy Balancing Credit Rules (such assurances not to exceed a legal and binding commitment by the receiver, administrator, trustee-in-bankruptcy or foreign insolvency practitioner (as appropriate), to pay to National Grid NTS all Energy Balancing Debt accruing from (and including) the date of appointment of the receiver, administrator, trustee-in-bankruptcy or foreign insolvency practitioner (as appropriate)), as soon as reasonably practicable after being appointed (but for the avoidance of doubt not within two Business Days of its appointment).
- 4.3.6 Where the Transporter gives Termination Notice to a Defaulting User, with effect from the date specified in the notice, the User will cease to be a User of its System(s) and paragraph 0 shall apply.
- 4.3.7 Subject to paragraph 6.5.6 of the Modification Rules, the giving of a Termination Notice and the application of paragraph 4.3.6 shall not affect the rights and obligations of the Transporter and the Defaulting User under the Code, the Framework Agreement and any Ancillary Agreement (including rights and obligations in respect of the User Default, and in respect of amounts including interest payable by either Party, and rights and obligations arising pursuant to any provision of the Code in respect of the User's ceasing to be a User) accrued up to the date referred to in paragraph 4.3.6, which shall continue to be enforceable notwithstanding that paragraph.
- 4.3.8 Where the Transporter has given a Termination Notice it shall be entitled to inform such persons as it thinks fit (including another Transporter) that it has done so, including the supplier and consumer in relation to any Supply Point of which the Defaulting User was Registered User, the Connected System Operator or Delivery Facility Operator in relation to any Connected System Exit Point or System Entry Point comprised in an Aggregate System Entry Point at which the Defaulting User held System Capacity, and any person from whom the Transporter believes the Defaulting User to have purchased gas for delivery to the Total System.
- 4.3.9 For the purposes of paragraphs 4.3.1(c)(i) and (d)(i) the following breaches are excluded:
- (a) a breach which results from a breach by the Transporter of the Code or an Ancillary Agreement;
  - (b) a failure to Interrupt (as described in Section G6.10);
  - (c) the delivery or tendered delivery by the User of non-compliant gas (as described in Section I3.5);
  - (d) a breach other than a wilful breach of a provision of the Code where the Code specifically provides some other remedy for such breach and such other remedy may reasonably be considered to be adequate in the circumstances.
- 4.3.10 For the purposes of paragraph 4.3.1(d)(i) a breach is a material breach of a relevant provision where and only where:
- (a) in the case of a material provision, the breach is wilful or reckless; or
  - (b) in the case of any provision, as a result of the breach the Transporter or any other User is in material breach of any material provision of the Code or any Legal Requirement or incurs any material liability or expense.
- 4.3.11 Where National Grid NTS gives a User a Termination Notice pursuant to this paragraph 4 or Section X:



- (a) each Transporter shall be deemed to have given a Termination Notice to the Defaulting User to the effect that the User shall cease to be a User of its System(s) with effect from the same date specified in the notice given by National Grid NTS;
- (b) the User shall cease to be a User of its System(s) with effect from the date specified in the notice given to the User by National Grid NTS; and
- (c) paragraphs 4.3.7 and 4.3.8 shall apply.

*Amend paragraph 5.11 to read as follows:*

#### **5.11 Disclosure of Supply Meter Point Information (Annex V-5)**

5.11.1 Where in respect of any Supply Point the ~~Transporter~~ CDSP is requested by a Registered Metering Applicant to disclose to such Registered Metering Applicant the information detailed in Annex V-5 ("**Supply Meter Point Information**") then the Registered User of such Supply Point agrees that any such request will be regarded as made on behalf of such Registered User and accordingly the ~~Transporter~~ CDSP is authorised by such Registered User to disclose such Supply Meter Point Information to the Registered Metering Applicant in accordance with such request.

5.11.2 For the purposes of paragraph 5.11.1, "**Registered Metering Applicant**" is any person who is registered to request and receive Supply Meter Point Information from the ~~Transporter~~ CDSP or any person who is not currently registered to request and receive Supply Meter Point Information but such request relates to a period when they were previously registered to request and receive Supply Meter Point Information pursuant to an appropriate registration scheme administered by the ~~Transporter~~ CDSP.

5.11.3 Where in respect of any Supply Point for which details of the relevant Meter Asset Manager are not populated in the Supply Point Register the ~~Transporter~~ CDSP is requested by an Accredited Meter Asset Manager to disclose information in relation thereto to such Accredited Meter Asset Manager, then provided the Accredited Meter Asset Manager notifies the relevant meter point reference number for each relevant Supply Meter Point comprised within such Supply Point to the ~~Transporter~~ CDSP the Registered User of such Supply Point agrees that any such request will be regarded as made on behalf of such Registered User and accordingly the ~~Transporter~~ CDSP is authorised by such Registered User to disclose the following items of information in respect of each Supply Meter Point comprised in the Supply Point Registration for such Supply Point to the Accredited Meter Asset Manager in accordance with such request:

- (a) meter serial number;
- (b) supplier; and
- (c) model (meter).

5.11.4 For the purposes of paragraph 5.11.3, "**Accredited Meter Asset Manager**" is a Meter Asset Manager that is listed on the Supply Point Administration Agreement MAM Registration Scheme listing of accredited Meter Asset Managers published by Lloyds Register.

*Amend paragraph 5.15 to read as follows:*

#### **5.15 Disclosure of Historic Supply Meter Point Asset and Read Information (Annex V-8)**

5.15.1 Where in respect of any Supply Point, the ~~Transporter~~ CDSP is requested by the Registered User to disclose such historic Supply Meter Point Asset and Read data (the information detailed in Annex V-8 "**Historic Supply Meter Point Asset and Read information**") then the

Registered User of such Supply Points agree that any such request will be regarded as made on behalf of such Registered User and accordingly the ~~Transporter~~ CDSP is authorised to disclose such Information in accordance with such request.

- 5.15.2 Upon a request by any Registered User, the ~~Transporter~~ CDSP shall as soon as reasonably practicable provide the Registered User with the details specified in paragraph Annex V-8 in respect of each Supply Point (other than an NTS Supply Point) for which the User is the Registered User (relevant Supply Point) at the date on which the ~~Transporter~~ CDSP is in receipt of the User's Request.
- 5.15.3 For the purposes of paragraph V5.15.1 and V5.15.2 the period of data provision is three (3) years historical data.

*Amend paragraph 5.16 to read as follows:*

#### **5.16 Disclosure of MAP Information (Annex V-9)**

- 5.16.1 For the purposes of this paragraph 5.16, "**Meter Asset Provider**" shall mean the provider of the Supply Meter, not having any responsibility for the maintenance of such Supply Meter; and "MAP" shall be construed accordingly.
- 5.16.2 For the purposes of this paragraph 5.16, "**Meter Point Request Information**" shall include the following information in respect of each Supply Meter Point:
- (a) meter point reference number;
  - (b) meter serial number; and
  - (c) meter model.
- 5.16.3 For the purposes of this paragraph 5.16, "**Meter Point Information**" shall mean the information as detailed in Annex V-9.
- 5.16.4 Subject to paragraphs 5.16.6 and 5.16.7 below, where ~~the a~~ a CDSP ~~Transporter~~ is requested by a MAP to provide information in respect of a given Supply Meter Point and provided the MAP notifies the ~~Transporter~~ CDSP of the Meter Point Request Information for each relevant Supply Meter Point comprised within such Supply Point, then, subject to paragraph 5.16.5, any such request shall be regarded as made on behalf of the Registered User and the ~~Transporter~~ CDSP shall be authorised by such Registered User to disclose the Meter Point Information to the MAP for each Supply Meter Point comprised in the Supply Point Registration for such Supply Point.
- 5.16.5 Meter Point Information shall only be provided in respect of a given Supply Meter Point where the Meter Point Request Information matches the records on the Supply Point Registration. Where the Meter Point Request Information fails to match the records on the Supply Point Registration the ~~Transporter~~ CDSP shall:
- (a) provide a response to the MAP indicating that the Meter Point Request Information supplied by the MAP has failed to match the records on the Supply Point Registration; and
  - (b) provide no further information in respect of this Supply Meter Point.
- 5.16.6 A Meter Asset Provider shall only be entitled to receive the information pursuant to paragraph 5.16.4 where it has not already received such information (or any part thereof) from data flows between suppliers, Meter Asset Managers and MAP.

5.16.7 The MAP and the ~~Transporter~~ CDSP shall enter into a confidentiality agreement (on terms no less onerous than those of this paragraph 5) for the purposes of receiving the information pursuant to paragraph 5.16.4. Such confidentiality agreement shall detail the permitted purpose for such information and shall include an expressed benefit on Registered Users and each Registered User shall be entitled to enforce the agreement (pursuant to the Contract (Rights of Third Parties) Act 1999) as if it were the ~~Transporter~~ CDSP.

*Amend paragraph 5.16 to read as follows:*

## **5.17 Smart Meter Data Provision to Data Communications Company**

The ~~Transporters~~ CDSP is authorised to disclose such data as is set out within Annex V-10 to the holder of the "smart meter communications licence" as defined by Statutory Instrument 2012 No.2400: The Electricity and Gas (Smart Meters Licensable Activity) Order 2012. Such data may relate to all Supply Meter Points regardless of status and includes Supply Meter Points which are located on the network of an Independent Gas Transporter where provided to the ~~Transporters~~ CDSP.

*Delete paragraph 6.5:*

## **~~6.5~~ — ~~Transporter Agency~~**

~~6.5.1~~ — The Transporters have engaged a person ("**~~Transporter Agency~~**") to undertake the ~~Transporter Agency Activities~~.

~~6.5.2~~ — The "**~~Transporter Agency Activities~~**" are:

~~(a)~~ — those activities necessary for:

- ~~(i)~~ — the determination for each Gas Year of the Annual Quantity in respect of Supply Meter Points in accordance with Section G;
- ~~(ii)~~ — the maintenance of the Supply Point Register and the performance of the Transporter's obligations in relation thereto in accordance with Section G;
- ~~(iii)~~ — the generation of Supply Meter Point Reference Numbers;
- ~~(iv)~~ — the performance of the Transporter's obligations in relation to demand estimation in accordance with Section H, including the derivation of the Composite Weather Variable, the development of Demand Models and End User Categories, the determination of NDM Supply Meter Point Demand and NDM Annual Quantities in respect of a Gas Year and daily demand forecasting;
- ~~(v)~~ — the validation of Meter Readings in accordance with Section M;
- ~~(vi)~~ — the notification by a Transporter of the failure to obtain a Valid Meter Reading in accordance with Section M3;
- ~~(vii)~~ — the calculation of Invoice Amounts, the submission of Invoice Documents and the resolution of Invoice Queries in accordance with Section S;
- ~~(viii)~~ — the implementation by the Transporters of Section U;
- ~~(ix)~~ — the admission and termination of Shipper Users in accordance with Sections V2 and V4;
- ~~(x)~~ — the implementation by National Grid NTS of Section X;

- ~~(b) — the performance of the Transporter's obligations in Code in relation to:
 
  - ~~(i) — the illegal taking of gas;~~
  - ~~(ii) — the receiving and processing data to enable quantities of gas to be allocated to Users at NExA Supply Meter Points and Connected System Exit Points;~~~~
- ~~(c) — the transmission and receipt of Code Communications for the purposes referred to in paragraphs (a) and (b); and~~
- ~~(d) — the performance of the Transporters' functions in relation to the engagement of the AUG Expert under Section E9;~~
- ~~(e) — the provision, operation, maintenance and development of computer systems;~~
- ~~(f) — to support the implementation of Sections B, C, D, E, F, G, H, M, S, U and X;~~
- ~~(i) — to the extent not covered in paragraph (i), for the purposes of supporting the implementation of the matters referred to in paragraphs (a), (b) and (c).~~

~~6.5.3 — Where the agreement between the Transporters for the purposes of this paragraph 6.5 so provides, the Transporter Agency will act on behalf of the Transporters in respect of the exercise of any discretion or rights conferred on the Transporters, the performance of the Transporters' obligations and the giving and receiving of Code Communications in each case for the purposes of and in connection with the Transporter Agency Activities.~~

~~6.5.4 — Any Code Communication given by the Transporter Agency in relation to the Transporter Agency Activities shall be deemed to have been given by and be binding on the Transporter and Users shall be entitled without enquiry as to the authority of the Transporter Agency to rely on such Code Communication.~~

~~6.5.5 — Where there is a requirement in the Code that a User give for the purposes of the Transporter Agency Activities a Code Communication to the Transporters collectively, the User shall be treated as having complied with any such requirement where the User gives the Code Communication to the Transporter Agency.~~

~~6.5.6 — Where for the purposes of Section U:~~

- ~~(a) — there is a requirement that the Transporters provide or make available to a User computer hardware, other equipment or computer software the Transporters shall be treated as having complied with the requirement where the computer hardware, other equipment or computer software is provided or made available by the Transporter Agency;~~
- ~~(b) — there is a requirement that a User returns computer hardware, other equipment or computer software to the Transporters the User shall be treated as having complied with the requirement where the computer hardware, other equipment or computer software is returned to the Transporter Agency.~~

~~6.5.7 — Nothing in this paragraph 6.5 shall prevent or restrict a Transporter from appointing another person to be the agent of the Transporter for the purposes of the Code other than in respect of or in relation to Transporter Agency Activities and where a Transporter wishes to appoint an agent it shall give notice to each User specifying the identity of the proposed agent and the purposes in respect of which the agent is to be appointed.~~

~~6.5.8 — Where a Transporter terminates the appointment of an agent it shall give notice to each User specifying the date from which the termination is to take effect.~~

*Note: paragraph 5 – confidentiality generally and 5.8 – data ownership, keep under review, to ensure consistency with equivalent terms proposed for DSC, some amendment expected, e.g. to 5.5.2(h).*

*Amend paragraph 10 to reflect agreed position on liabilities (Compensation Group J to remain re failure by Transporter to make gas available for offtake).*

*Amend reference to Transporter Agency in Annex V-6 and Annex V-7.*

## **TPD Section X: Energy Balancing Credit Management**

*Add new paragraph 1.7 to read as follows:*

### **1.7 CDSP Services**

1.7.1 CDSP Agency Services undertaken by the CDSP to support implementation of Section X include:

- (a) implementing the Energy Balancing Credit Rules and liaising with the Energy Balancing Credit Committee;
- (b) managing Users Energy Balancing accounts and Further Security Requests;
- (c) monitoring and revising Users Secured Credit Limits and submitting Cash Calls; and
- (d) calculating Relevant Balancing Indebtedness and Outstanding Relevant Balancing Indebtedness.

## **EID**

*Following an initial review, no CDSP Agency Services appear to be undertaken by the CDSP to support implementation of EID Section B (Capacity), EID Section C (Nominations) or EID Section D (Allocation)*

## OAD Section M: Information Flows

*Amend paragraph 2 to read as follows:*

2.1.2 The Offtake Communications Document may (without limitation) specify any of the matters in paragraph 2.1.1:

- (a) in relation to any category of information, generically by reference to a part of this Document or the Transportation Principal Document, or function or activity pursuant to this Document or the Transportation Principal Document, or specification (provided such specification is available to all Parties) of a system provided by a Party or Parties in connection with the implementation of this Document or the Transportation Principal Document; and/or
- (b) by reference to any provision of any agreement to which the Parties are party, including without limitation the ~~Agency Services Agreement~~ [Data Services Contract]; and/or
- (c) in the form of a process diagram or other procedure.

...

2.2.1 (Unless otherwise provided elsewhere in the Transportation Principal Document or this Document) the means by which information may be provided by a Party are as follows:

- (a) by telemetry as provided in Section E;
- (b) by or through the ~~Agency~~ CDSP, or by means of systems provided by the ~~Agency~~, CDSP pursuant to the ~~Agency Services Agreement~~ [Data Service Contract];
- (c) by fax in accordance with GT Section B5.2;
- (d) by telephone in accordance with GT Section B5.3;
- (e) by any other specific medium and/or communications system described in the Offtake Communications Document; and/or
- (f) any combination of the above.



## **OAD Section N: General**

*Amend paragraph 4 to read as follows:*

### **4 Admission**

#### **4.1 Conditions for admission**

- 4.1.1 A person ("New DNO") may become a Party in the capacity of a DNO, if the conditions in paragraph 4.1.2 are satisfied in relation to such person, subject to and in accordance with paragraph 4.2.
- 4.1.2 The conditions are that, with effect from the date from which the New DNO is to become a Party:
- (a) the New DNO will be the operator of an LDZ;
  - (b) the New DNO will be licensee under a Transporter's Licence;
  - (c) the New DNO will have prepared a Network Code;
  - (d) the New DNO's Network Code will be made binding between the New DNO and Users pursuant to a Shippers Framework Agreement (whether by assignment or novation or the entry into a new Shippers Framework Agreement); and
  - (e) such modifications (if any) of the Code as are necessary to reflect the participation of the New DNO as a Party have been made and taken effect.

#### **4.2 Requirements for admission**

- 4.2.1 In order to become a Party, the New DNO shall:
- (a) satisfy or secure the satisfaction of the requirements in paragraph 4.2.2; and
  - (b) accede to the Transporters Framework Agreement by executing and delivering to National Grid NTS an Accession Agreement and thereby agree to be bound by this Document.
- 4.2.2 The requirements referred to in paragraph 4.2.1(a) are as follows:
- (a) the New DNO shall have applied to National Grid NTS, in such form as the Offtake Committee may from time to time prescribe, giving the following details:
    - (i) the name of the New DNO;
    - (ii) the legal nature of the New DNO and, where the New DNO is not a company incorporated under the Companies Act 1985 (as amended), such further information concerning the constitution of the New DNO as National Grid NTS may reasonably require;
    - (iii) the address, telephone and facsimile numbers of the New DNO, and the individual for whose attention notice is to be marked, for the purposes of notice under GT Section B5.2.3; and
    - (iv) where the New DNO is not a company incorporated under the Companies Act 1985 (as amended), an address for service in accordance with GT Section B6.7.3;

- (b) the New DNO shall have obtained from the Offtake Committee one or more copies of the Subsidiary Documents and such other documents referred to in this Document or the Transporters Framework Agreement as the Committee shall from time to time prescribe for the purposes of this paragraph 4.2.2(b);
- (c) the New DNO has entered into or has had assigned or novated to it Supplemental Agreements with the relevant Party in respect of each Offtake relating to the LDZ of which it is operator as required by this Document; ~~and~~
- (d) the New DNO has satisfied any requirements which may apply under the Offtake Communications Document; ~~and~~
- (e) the New DNO shall have signed the DSC [Accession Agreement] and shall have satisfied the DSC [Accession Requirements] (each as defined in the DSC).

### **4.3 Effectiveness of accession**

- 4.3.1 Where any New DNO is to be admitted pursuant to this paragraph 4, each Party hereby irrevocably and unconditionally authorises National Grid NTS to execute and deliver on behalf of such Party an Accession Agreement (in the form set out in the Transporters Framework Agreement) and to admit such New DNO as a Party.
- 4.3.2 The New DNO will become a Party with effect from the day which is three Business Days after the last of the requirements in paragraphs 4.2.1 and 4.2.2 above are satisfied.
- 4.3.3 Upon the New DNO becoming a Party to this Document pursuant to paragraph 4.3.2 above, the Offtake Committee shall so notify:
  - (a) the New DNO, specifying the names of all existing Parties and their prevailing notice details in accordance with GT Section B5.2.3; and
  - (b) all other Parties, specifying the name of the New DNO, its notice details provided under paragraph 4.2.2(a)(iii) above and the effective date of its becoming a Party in accordance with paragraph 4.3.2.

*Amend paragraph 5 to read as follows:*

## **5 Cessation, withdrawal and termination**

### **5.1 Withdrawal**

- 5.1.1 A DNO ("withdrawing DNO") may cease to be a Party where the following conditions are, or will (with effect from its ceasing to be a Party) be, satisfied:
  - (a) the withdrawing DNO has ceased to be the operator of any LDZ;
  - (b) the withdrawing DNO is not bound to be a Party by the conditions of a Transporter's Licence;
  - (c) the withdrawing DNO is not bound by the Code pursuant to any Shippers Framework Agreement;
  - (d) all Supplemental Agreements to which the withdrawing DNO is party have been assigned or novated to another Party or have been terminated;
  - (e) there are no financial or other liabilities or obligations (whether accrued, outstanding or contingent) of the withdrawing DNO to any other Party under this Document; ~~and~~

~~(e)~~(f) the withdrawing DNO has satisfied the DSC [Withdrawal Requirements] (as defined in the DSC).

5.1.2 Where a DNO wishes to cease to be a Party:

- (a) it shall give notice to the Offtake Committee specifying the date with effect from which it wishes to cease to be Party;
- (b) with effect from the specified date, provided the conditions in paragraph 5.1.1 are satisfied, the withdrawing DNO shall cease to be a Party;
- (c) if the conditions in paragraph 5.1.1 are not satisfied at the specified date, the withdrawing DNO's notice under paragraph 5.1.2(a) shall lapse and be of no effect.

## **5.2 Termination**

5.2.1 The Parties acknowledge that this Document currently contains no provision under which a Party may be required to cease to be a Party in any circumstances.

## **5.3 Effect of cessation**

Any rights and obligations of any Party which are accrued and outstanding at the date of a Party's ceasing to be a Party (pursuant to any provision of this Document) shall survive and continue to be enforceable notwithstanding such cessation.

...

*Amend paragraph 7 to read as follows:*

7.1.6 In the event of any conflict between this paragraph 7.1 and any provision of the ~~Agency Services Agreement~~ [Data Services Contract] or, Joint Governance Arrangements Agreement, the relevant provision of the ~~Agency Services Agreement~~ [Data Services Contract] or, Joint Governance Agreement shall prevail.

## **IGTAD Section F: General**

*Amend paragraph 3 to read as follows:*

### **3 Admission**

#### **3.1 Condition for admission**

- 3.1.1 A person ("New IGT") may become a Party in the capacity of an Independent Gas Transporter, if the conditions in paragraph 3.1.2 are satisfied in relation to such person, subject to and in accordance with paragraph 3.2.
- 3.1.2 The conditions are that, with effect from the date from which the New IGT is to become a Party:
- (a) the New IGT will be the operator of an IGT System connected or to be connected (directly or indirectly) to a Transporter's System at a CSEP;
  - (b) the New IGT will be licensee under a gas transporter's licence;
  - (c) the New IGT will have prepared an IGT Code which complies with the requirements of Section D1 and with the requirements of its gas transporter's licence; and
  - (d) the New IGT's IGT Code will be made binding between the New IGT and IGTS Users pursuant to an IGT Framework Agreement (whether by assignment or novation or the entry into a new IGT Framework Agreement).

#### **3.2 Requirements for admission**

- 3.2.1 In order to become a Party, the New IGT shall:
- (a) satisfy or secure the satisfaction of the requirements in paragraph 3.2.2; and
  - (b) accede to the Transporters Framework Agreement by executing and delivering to National Grid NTS an Accession Agreement and thereby agree to be bound by this Document.
- 3.2.2 The requirements referred to in paragraph 3.2.1(a) are as follows:
- (a) the New IGT shall have applied to National Grid NTS, in such form as the IGTAD Committee may from time to time prescribe, giving the following details:
    - (i) the name of the New IGT;
    - (ii) the legal nature of the New IGT and, where the New IGT is not a company incorporated under the Companies Act 2006 (as amended), such further information concerning the constitution of the New IGT as National Grid NTS may reasonably require;
    - (iii) the address, telephone and facsimile numbers of the New IGT, and the individual for whose attention notice is to be marked, for the purposes of notice under GT Section B5.2.3; and
    - (iv) where the New IGT is not a company incorporated under the Companies Act 2006 (as amended), an address for service in accordance with GT Section B6.7.3;

- (b) the New IGT shall have obtained from the IGTAAD Committee one or more copies of the IGTAAD Subsidiary Documents and such other documents referred to in this Document or the Transporters Framework Agreement as the IGTAAD Committee shall from time to time prescribe for the purposes of this paragraph 3.2.2(b);
- (c) the New IGT has made CSEP Registrations with the relevant DN Operator in respect of each of its directly-connected IGT Systems and IGT Registrations in respect of its IGT System as required by this Document; and
- ~~(d) the New IGT will have acceded to the IGT Agency Services Agreement and satisfied all requirements under that Agreement for the New IGT to obtain services from the Transporters Agency.~~
- (d) the New IGT shall have signed the DSC [Accession Agreement] and shall have satisfied the DSC [Accession Requirements] (each as defined in the DSC).

### **3.3 Effectiveness of accession**

- 3.3.1 Where any Independent Gas Transporter is to be admitted pursuant to this paragraph 4, each Party hereby irrevocably and unconditionally authorises National Grid NTS to execute and deliver on behalf of such Party an Accession Agreement (in the form set out in the Transporters Framework Agreement) and to admit such New IGT as a Party.
- 3.3.2 The New IGT will become a Party with effect from the day which is 3 Business Days after the last of the requirements in paragraphs 3.2.1 and 3.2.2 above is satisfied.
- 3.3.3 Upon the New IGT becoming a Party to this Document pursuant to paragraph 3.3.2 above, the IGTAAD Committee shall so notify:
  - (a) the New IGT, specifying the names of all existing Parties and their prevailing notice details in accordance with GT Section B5.2.3; and
  - (b) all other Parties under the Code, specifying the name of the New Independent Gas Transporter, its notice details provided under paragraph 3.2.2(a)(iii) above and the effective date of its becoming a Party in accordance with paragraph 3.3.2.

*Amend paragraph 4 to read as follows:*

## **4 Cessation, withdrawal and termination**

### **4.1 Withdrawal**

- 4.1.1 An Independent Gas Transporter ("**withdrawing IGT**") may cease to be Party where the following conditions are, or will (with effect from its ceasing to be a Party) be, satisfied:
  - (a) the withdrawing IGT has ceased to be the operator of any IGT System;
  - (b) the withdrawing IGT is not bound to be a Party by the conditions of a gas transporter's licence;
  - (c) the withdrawing IGT has no outstanding CSEP Registrations or IGT Registrations; ~~and~~
  - (d) there are no financial or other liabilities (whether accrued, outstanding or contingent) of the withdrawing IGT to any other Party under this Document; ~~and~~ and

(e) the withdrawing IGT has satisfied the DSC [Withdrawal Requirements] (as defined in the DSC).

4.1.2 Where an Independent Gas Transporter wishes to cease to be a Party:

- (a) it shall give notice to the IGTAD Committee specifying the date with effect from which it wishes to cease to be a Party;
- (b) with effect from the specified date, provided the conditions in paragraph 4.1.1 are satisfied, the withdrawing IGT shall cease to be a Party; and
- (c) if the conditions in paragraph 4.1.1 are not satisfied at the specified date, the withdrawing IGT's notice under paragraph 4.1.2(a) shall lapse and be of no effect.

#### **4.2 Termination**

4.2.1 The Parties acknowledge that this Document currently contains no provision under which a Party may be required to cease to be a Party in any circumstances.

#### **4.3 Effect of cessation**

Any rights and obligations of any Party which are accrued and outstanding at the date of a Party's ceasing to be a Party (pursuant to any provision of this Document) shall survive and continue to be enforceable notwithstanding such cessation.