

## **UNIFORM NETWORK CODE – GENERAL TERMS**

### **SECTION B - GENERAL**

#### **1 UNIFORM NETWORK CODE**

##### **1.1 Uniform Network Code**

1.1.1 The Uniform Network Code comprises:

- (a) the Introduction;
- (b) the Transportation Principal Document;
- (c) the Offtake Arrangements Document;
- (d) the Modification Rules;
- (e) the Transition Document; and
- (f) these General Terms
- (g) (each for the purposes of this paragraph 1 a "**part**" of the Uniform Network Code).

1.1.2 References to the Transportation Principal Document, the Offtake Arrangements Document and the Modification Rules are to such parts of the Uniform Network Code as and to the extent from time to time modified or given effect by the Transition Document.

##### **1.2 Network Code**

1.2.1 A "**Network Code**" is a network code prepared by a Transporter pursuant to Standard Special Condition A11(3) of its Transporter's Licence.

1.2.2 It is acknowledged that (with the consent of the Authority under Standard Special Condition A11(4)) National Grid has a single Network Code in its capacity as National Grid NTS and DN Operator; and references to a Transporter's Network Code shall be construed accordingly.

##### **1.3 Modifications**

1.3.1 References to the Uniform Network Code (or any part thereof) or a Network Code are to the Uniform Network Code (or such part thereof) or Network Code as from time to time modified in accordance with the Modification Rules or any Transporter's Licence.

##### **1.4 Code**

1.4.1 A reference to the "**Code**" is a reference to:

- (a) the Uniform Network Code as, and to the extent, incorporated into a Transporter's Network Code;

- (b) subject to any contrary provision in the Transporter's Network Code, such additional terms as are contained in the Transporter's Network Code;

and references to the Code (or to a Network Code) include such Code (or such Network Code) as given contractual effect by a Framework Agreement; and references to a part of the Code shall be construed accordingly.

## 1.5 Framework Agreement

1.5.1 For the purposes of the Code:

- (a) "**Shippers Framework Agreement**" is the agreement pursuant to which a Transporter's Network Code is made binding between the Transporter and each Shipper User;<sup>1</sup>
- (b) "**Transporters Framework Agreement**" is the agreement pursuant to which National Grid's Network Code is made binding between the Transporters; and
- (c) "**Framework Agreement**" means a Shippers Framework Agreement or the Transporters Framework Agreement.

1.5.2 References to a Framework Agreement are to such Agreement as is in force between the parties from time to time thereto (pursuant to the accession and withdrawal from time to time of such parties).

## 2 PARTIES

### 2.1 Transporters

2.1.1 For the purposes of the Code:

- (a) "**National Grid NTS**" means National Grid in its capacity as the owner and operator of the NTS and licensee under the Transporter's Licence authorising the conveyance of gas through the NTS;
- (b) "**DN Operator**" or "**DNO**" means a person (including National Grid) which is, and in its capacity as, the owner or operator of one or more LDZ(s) and licensee under a Transporter's Licence authorising the conveyance of gas through such LDZ(s);
- (c) "**Transporter**" means National Grid NTS or a DN Operator; and
- (d) "**National Grid**" means National Grid Gas plc.

2.1.2 For the purposes of the Code:

- (a) a reference to "**the Transporters**" is to the Transporters collectively; and
- (b) unless the context otherwise requires, and except as expressly otherwise provided, National Grid NTS and National Grid in its capacity as DN Operator shall be considered to be separate Transporters;

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<sup>1</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 1.5.1(a).

- (c) anything required to be done by the Transporters which is done by or on behalf of any one or more of them shall be treated as having been done by all of them.

2.1.3 For the purposes of the Transportation Principal Document, a reference to a Transporter or "**the Transporter**" in the context of a System or a System Point is a reference to the Transporter which is the owner or operator of that System or the System on which that System Point is located.

## 2.2 Users

2.2.1 For the purposes of the Code:

- (a) "**Shipper User**" means a person other than a Transporter (but subject to TPD Section V7) who is for the time being bound by the Code pursuant to a Shippers Framework Agreement;
- (b) "**DNO User**" means a DN Operator (as owner or operator of an LDZ) in the capacity of user (in accordance with the Transportation Principal Document) of another System (not being an LDZ in the same Distribution Network); and
- (c) "**User**" means a Shipper User or (subject as provided in paragraph 2.2.5) a DNO User.

2.2.2 A reference in the Code to a User as a User of (or in relation to) a System is a reference to a Shipper User in its capacity as a person bound (or to be bound) by the Code pursuant to the Shippers Framework Agreement to which the Transporter which owns or operates that System is party.<sup>2</sup>

2.2.3 References in the Code to a Transporter in that capacity do not include a Transporter in the capacity of DNO User.

2.2.4 For the purposes of the Transportation Principal Document, a reference to a DNO User or "**the DNO User**" or the "**relevant DNO User**" is:

- (a) in the context of an LDZ, to the DNO User who is the owner or operator of that LDZ; and
- (b) in the context of an Inter-System Offtake, to the DNO User who is the owner or operator of the downstream System at that Inter-System Offtake.

2.2.5 References to Users in different parts of the Code include or exclude DNO Users as provided in each such part of the Code (and references to Parties shall be construed accordingly).<sup>3</sup>

## 2.3 Parties

2.3.1 For the purposes of the Code "**Party**" means a Transporter or a User.

2.3.2 References to a Party:

- (a) in the Code other than the Offtake Arrangements Document, are to any Party;

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<sup>2</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 2.2.1 & 2.2.2.

<sup>3</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 2.2.5.

and

(b) in the Offtake Arrangements Document, are to a Transporter.

### 2.3.3 References to a Party:

(a) in the context of a Transporter's Network Code, are to:

(i) the Transporter or any User who is party to the relevant Shippers Framework Agreement; or (as the case may be)

(ii) any Transporter as a party to the Transporters Framework Agreement;

(b) in the context of any Ancillary Agreement, are to the Transporter or a Shipper User who is party to that agreement; and

(c) in the context of any Supplemental Agreement, are to a Transporter who is party to that agreement.

## 2.4 Effect of Code

2.4.1 Nothing in the Code or a Framework Agreement or any Ancillary Agreement creates contractual rights or liabilities:

(a) between Shipper Users inter se;

(b) between DNO Users inter se; or

(c) between any Shipper User and any DNO User

except where the Code expressly provides otherwise or disappplies this paragraph 2.4.1 or except as may be provided for in an Ancillary Agreement.<sup>4</sup>

2.4.2 Paragraph 2.4.1 shall not apply in respect of paragraphs 5 and 6.

2.4.3 Nothing in the Transportation Principal Document or any Ancillary Agreement creates contractual rights or liabilities between Transporters inter se (other than rights and liabilities between a Transporter and another Transporter in its capacity as DNO User).

2.4.4 Nothing in the Offtake Arrangements Document or any Supplemental Agreement creates contractual rights or liabilities:

(a) between any Transporter and any User; or

(b) between Users inter se.

2.4.5 Save as expressly otherwise provided, the rights and liabilities of the Parties under the Transportation Principal Document shall not be affected by, or construed with reference to, any provision of the Offtake Arrangements Document.

2.4.6 A System Operation Managed Service Agreement (SOMSA) (as referred to in OAD Sections E, M and N) is not a part of, nor incorporated by reference into, the Code, and

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<sup>4</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 2.4.1.

(subject to the express provisions of the SOMSA) nothing in the Code shall affect a SOMSA in any way.

### 3 FORCE MAJEURE

#### 3.1 Meaning of Force Majeure

3.1.1 For the purposes of the Code, subject to paragraph 3.1.2, "**Force Majeure**" means any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, a Party (the "**Affected Party**") and which causes or results in the failure of the Affected Party to perform or its delay in performing any of its obligations owed to any other Party or Parties (each an "**Other Party**") under the Code or any Ancillary Agreement or any Supplemental Agreement, including:

- (a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
- (b) act of God;
- (c) strike, lockout or other industrial disturbance;
- (d) explosion, fault or failure of plant, equipment or other installation which the Affected Party could not prevent or overcome by the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same kind of undertaking under the same or similar circumstances;
- (e) governmental restraint or the coming into force of any Legal Requirement.

3.1.2 Inability (however caused) of a Party to pay shall not be Force Majeure.

3.1.3 The act or omission of:

- (a) any agent or contractor of a Party; or
- (b) (for the purposes of the Transportation Principal Document) in relation to a User, any person selling or supplying gas to such User, or any Delivery Facility Operator or Connected System Operator (other than in either case National Grid LNG Storage (for the purposes only of TPD Section Z)), or any supplier or consumer; or
- (c) (for the purposes of the Offtake Arrangements Document) in relation to a Transporter, any User of that Transporter's System(s) or (in relation to such a User) any such person as is referred to in paragraph (b),

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of paragraph 3.1.1 if such person were the Affected Party.

3.1.4 In this paragraph 3 references to Users include DNO Users.<sup>5</sup>

### **3.2 Effect of Force Majeure**

3.2.1 Subject to paragraph 3.2.2, the Affected Party shall be relieved from liability (including any requirement under the Code to make payment of any sum or to take any other action) for any delay or failure in the performance of any obligation under the Code or any Ancillary Agreement which is caused by or results from Force Majeure.

3.2.2 The Affected Party shall be relieved from liability under paragraph 3.2.1 only for so long as and to the extent that the occurrence of Force Majeure and/or the effects of such occurrence could not be overcome by measures which the Affected Party might reasonably be expected to take with a view to resuming performance of its obligations.

### **3.3 Information**

3.3.1 Following any occurrence of Force Majeure the Affected Party shall:

- (a) as soon as reasonably practicable notify each Other Party of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the Affected Party performance of which is affected thereby; and
- (b) from time to time thereafter provide to each Other Party reasonable details of:
  - (i) developments in the matters notified under paragraph (a); and
  - (ii) the steps being taken by the Affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations.

## **4 UNIFORM NETWORK CODE COMMITTEE AND SUB-COMMITTEES**

### **4.1 Uniform Network Code Committee**

4.1.1 There is hereby established a committee (the "**Uniform Network Code Committee**" or "**UNC Committee**") constituted of all of the persons who are for the time being members of the Modification Panel established pursuant to the Modification Rules.

4.1.2 Paragraphs 3.2, 3.5 and 5 (excluding paragraphs 5.1 and 5.2) of the Modification Rules shall apply, mutatis mutandis, and disregarding references therein to other provisions of the Modification Rules, in respect of the Uniform Network Code Committee; provided a member of the Uniform Network Code Committee who is a Consumers' Representatives shall not be entitled to vote for the purposes of determining any decision of the Uniform Network Code Committee.

4.1.3 The persons who are for the time being Chairman and Secretary of the Modification Panel shall be Chairman and Secretary of the Uniform Network Code Committee.

4.1.4 The Uniform Network Code Committee shall be distinct from the Modification Panel and accordingly:

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<sup>5</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 3.1.4.

- (c) the agenda of each meeting of the Uniform Network Code Committee and of the Modification Panel shall be separate;
- (d) no business of the Uniform Network Code Committee shall be conducted at a meeting of the Modification Panel and vice versa; and
- (e) at the commencement of each meeting the chairman thereof shall confirm the capacity in which the persons present are meeting.

4.1.5 Subject to the requirements of paragraph 4.1.4, meetings of the Uniform Network Code Committee and the Modification Panel may take place on the same Day and consecutively.

#### **4.2 Functions of Uniform Network Code Committee**

- 4.2.1 The function of the Uniform Network Code Committee shall (subject to paragraph 4.4) be to review such matters concerned with the implementation of the Code and to do such other things as are provided for by the Code.
- 4.2.2 To the extent that any procedure of the Uniform Network Code Committee is not provided for under this paragraph 4 or pursuant to paragraph 4.1.2, the Uniform Network Code Committee may by panel majority decide upon the procedures to be adopted by it.

#### **4.3 Network Code Sub-committees**

- 4.3.1 The Uniform Network Code Committee may by panel majority establish sub-committees (each a "**Network Code Sub-committee**" or, for the purposes of this paragraph 4, a "**Sub-committee**") for the purposes of doing or assisting in doing anything to be done by the Uniform Network Code Committee; and the Uniform Network Code Committee may by panel majority decide that a Sub-committee shall cease to be established.
- 4.3.2 Where the Code provides for anything to be done by the Uniform Network Code Committee or a relevant Sub-committee, the reference to a relevant Sub-committee is to a Sub-committee established pursuant to this paragraph 4.3 for the purposes of (or including) doing that thing.
- 4.3.3 A Sub-committee may be established for a fixed period (or for such period as shall be required for a fixed purpose) or on a standing basis.
- 4.3.4 When establishing a Sub-committee the Uniform Network Code Committee shall determine by panel majority:
  - (a) the members of the Sub-committee, or the manner of appointment of such members;
  - (b) the basis on which the Sub-committee is to report to the Uniform Network Code Committee and/or to Transporters and Users; and
  - (c) the procedures by which the Sub-committee shall conduct its business, provided that (except where the Code expressly provides for such a vote) such procedures shall not require or permit a vote to be taken on any matter.

- 4.3.5 Each Sub-committee shall be comprised of persons representing the Transporters (one of whom shall, unless otherwise agreed, be the chairman of such Sub-committee), persons representing Users, a person representing the Authority (if the Authority shall nominate such a person) and any other persons whom the Uniform Network Code Committee shall determine shall be members thereof.
- 4.3.6 Members of a Sub-committee appointed to represent Users shall be appointed having regard to the contribution which they may as individuals make to the business of the Sub-committee and not to the Users by whom they are employed or engaged.
- 4.3.7 The provisions of this paragraph 4.3 are subject to any express provisions of the Code in relation to any Sub-committee.
- 4.3.8 In this paragraph 4.3 references to Users include DNO Users.<sup>67</sup>

#### **4.4 No powers to bind**

- 4.4.1 Except as expressly provided in the Code, neither the Uniform Network Code Committee nor any Sub-committee shall have any power to bind any Party and no decision of the Uniform Network Code Committee or any Sub-committee shall be effective to modify any provision of the Code or the application thereof.
- 4.4.2 Without prejudice to any requirement under the Code for a Transporter to consult with the Uniform Network Code Committee or any Sub-committee in respect of any matter, no Party may be required to provide to the Uniform Network Code Committee or any Sub-committee any information which such person is not willing so to provide.

### **5 NOTICES AND COMMUNICATIONS**

#### **5.1 General**

- 5.1.1 The Code contemplates that Code Communications and Offtake Communications (collectively "**Communications**") may be given by the following means:
- (a) (in the case of Code Communications) by UK Link Communication, in accordance with TPD Section U;
  - (b) (in the case of Offtake Communications) by the relevant means specified in the Offtake Communications Document;
  - (c) by delivery or by post or facsimile or (in certain cases) by telephone in accordance with paragraphs 5.2 and 5.3;
  - (d) for the purposes of TPD Section [V5.13.3](#) only, by such methods as set out in the Shipper Incident Communication Procedure; or
  - (e) for the purposes of TPD Section G5.1.12 only, by such methods as set out therein.

subject to and in accordance with the provisions of the Code.

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<sup>6</sup> Implementation of modification 0331 effective 06:00hrs on a date to be determined, will amend paragraph 4.3.8 and add new paragraphs 4.3.9, 4.3.10, 4.3.11, 4.3.12 & 4.3.13.

<sup>7</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 4.3.8.



- 5.1.2 Subject to TPD Section U6.2, and except where the means by which a Communication is to be given is specified in the Code, the particular means (in accordance with paragraph 5.1.1) by which:
- (a) each Code Communication is to be given, is set out in the UK Link Manual; and
  - (b) each Offtake Communication is to be given, is set out in the Offtake Communications Document;
  - (c) provided that, where in any case such means is not so specified, such Communication shall be given as a Conventional Notice.
- 5.1.3 For the purposes of the Code a "**Conventional Notice**" is a notice or communication which is or may be given by any of the means in paragraph 5.2.
- 5.1.4 Any reference in the Code to the time or date of any Communication, or the giving or making of a Communication, is a reference to the time or date when (in accordance with this paragraph 5 or TPD Section U or the Offtake Communications Document) the Communication is deemed to have been received by the Party to which it was sent.
- 5.1.5 Subject to paragraph 5.1.6, a Communication which is given after 24:00 hours, or such other time as may be specified in the UK Link Manual or (as the case may be) Offtake Communications Document in respect of such Communication, on a Day may be deemed to have been received on the following Day.
- 5.1.6 Paragraph 5.1.5 does not apply in respect of:
- (a) the following Code Communications:
    - (i) a Nomination, Interruption Notice, or notice of a System Capacity Trade, Trade Nomination or Storage Trade;
    - (ii) a communication to be made (in accordance with TPD Section Q) during an Emergency; or
    - (iii) any other communication to be made by UK Link Communication or by telephone or by facsimile where the context requires that such communication be treated as received within the Day on which it is given; and
  - (b) Offtake Communications whose nature requires that they treated as received within the Day on which they are given (as specified in the Offtake Communications Document).
- 5.1.7 Where any provision of the Code or the Contingency Procedures or the Offtake Communications Document specify any requirement to be complied with by any Party in respect of any specific Communication, such requirement shall be in addition to (and, to the extent inconsistent, in substitution for) the provisions of this paragraph 5.
- 5.1.8 Where under any provision of the Code a Communication may be given in the form of a computer disk (including an optical disk), it shall be given by delivering or sending by post such disk in accordance with paragraph 5.2 (and shall be treated for the purposes of paragraph 5.2 as being in writing), but without prejudice to any procedures which the relevant Parties may agree for the purposes of ensuring that it is received in

appropriately readable form.

5.1.9 In this paragraph 5 references to Users include DNO Users.<sup>8</sup>

## **5.2 Notices by delivery, post or facsimile**

5.2.1 References in this paragraph 5.2 to "**a notice**" are to any Communication or other notice or communication to be given by one Party to another under the Code, a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement, other than one which is given as a UK Link Communication or by telephone or (as the case may be) by other means provided for in the Offtake Communications Document.

5.2.2 Any notice shall be in writing and shall be addressed to the recipient Party at the recipient Party's address or facsimile number referred to in paragraph 5.2.3, and marked for the attention of the representative (identified by name or title) referred to in that paragraph, or to such other address or facsimile number and/or marked for the attention of such other representative as the recipient Party may from time to time specify by notice given in accordance with this paragraph 5.2 to the Party giving the notice.

5.2.3 The initial address or facsimile number of a Party, and representative for whose attention notices are to be marked, shall be as specified by a User pursuant to TPD Section V2.1.2(a)(iii) or by the Transporter pursuant to TPD Section V2.2.2(a)(i).

5.2.4 Any notice given by delivery shall be given by letter delivered by hand, and any notice given by post shall be sent by first class prepaid post (airmail if overseas).

5.2.5 Any notice shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered; or
- (b) in the case of first class prepaid post, on the second Day following the Day of posting (or, if sent airmail overseas or from overseas, on the fifth Day following the Day of posting); or
- (c) in the case of facsimile, on acknowledgement by the recipient Party's facsimile receiving equipment.

5.2.6 Where a notice is sent by facsimile:

- (a) the Party giving the notice shall (but without prejudice to paragraph 5.2.5(c)) if requested by the recipient Party, resend as soon as reasonably practicable the notice by facsimile; and
- (b) in the case of a Termination Notice, the Transporter will in any event, within 2 Days following the sending of such facsimile, send to the recipient Party a copy of the notice by first class prepaid post (airmail if overseas).

5.2.7 A Party may specify different addresses or facsimile numbers and representatives pursuant to paragraph 5.2.2 for the purposes of notices of different kinds or relating to different matters.

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<sup>8</sup> Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraph 5.1.9.

### 5.3 Communication by telephone

- 5.3.1 For the purposes of enabling Communications to be given (where required or permitted to be so given) by telephone:
- (a) each Party shall provide to the other Party not more than three (or such other number as they may agree) telephone numbers and details (by name or title) of the representative to whom the Party giving such a Communication should speak;
  - (b) each Party shall use reasonable endeavours to ensure that a Party seeking to give such Communication will at any time be able to contact a representative (of the first Party) by means of one of such telephone numbers;
  - (c) the Parties shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:
    - (i) that a Communication being given by telephone may be identified by the recipient as such; and/or
    - (ii) that such Communication may be given securely, without delay and effectively.
- 5.3.2 Where a Party seeking to give a Communication by telephone is unable to contact a representative of the receiving Party, such Party must give the Communication by facsimile and the Communication will not be deemed to have been received except in accordance with paragraph 5.2.5(c).
- 5.3.3 Unless otherwise agreed between the relevant Parties a telephone notice may not be given as a message recorded on a telephone answering device.
- 5.3.4 Where a Communication is given by telephone:
- (a) the Transporter (or relevant Transporter) will promptly after the telephone communication is completed make and keep a record in which the time and content of the telephone notice is logged, but may do so by recording the telephone communication where it has notified the User (or other Transporter), on the occasion or on a standing basis, of its intention to do so; and
  - (b) the Communication shall be treated as given at the time at which the telephone communication is completed.
- 5.3.5 A Party may specify different telephone numbers and representatives pursuant to paragraph 5.3.1 for the purposes of receiving by telephone Communications of different kinds or relating to different matters.
- 5.3.6 For the purposes of this paragraph 5.3:
- (a) in relation to Code Communications, references to "**Parties**" shall be construed as the Transporter and the User by or to whom such Code Communications are to be given; and
  - (b) in relation to Offtake Communications, references:

- (i) to "**Parties**" are to the Transporters; and
- (ii) to "**the relevant Transporter**" are to the upstream Transporter.

## 6 GENERAL

### 6.1 Assignment

- 6.1.1 Subject to paragraphs 6.1.4 and 6.1.5, a Party may assign its rights under the Code, a Framework Agreement and any Ancillary Agreement:
- (a) to a 33 1/3% Affiliate of such Party, provided that the assigning Party shall continue to be bound by and liable under the Code, the Framework Agreement and any such Ancillary Agreement;
  - (b) subject to paragraph 6.1.6, with the prior agreement in writing of each relevant other Party, which shall not unreasonably be withheld, to any person.
- 6.1.2 For the purposes of this paragraph 6.1, a relevant other Party is:
- (a) where the assigning Party is a Transporter, each User and each other Transporter;
  - (b) where the assigning Party is a User, the Transporter.
- 6.1.3 Except as provided in paragraph 6.1.2, a Party shall not assign or transfer and shall not purport to assign or transfer any of its rights or obligations under the Code, a Framework Agreement or (except as may be expressly permitted thereby) any Ancillary Agreement.
- 6.1.4 No assignment shall be made to a person unless:
- (a) where the assigning Party is a Transporter, that person holds an appropriate Transporter's Licence and has complied with the other requirements which (if the person were a New DNO) it would be required under OAD Section N4 to comply with;
  - (b) where the assigning Party is a Shipper User, that person holds a Shipper's Licence and has complied with the other requirements which (if the person were an Applicant User) it would be required under TPD Section V2 to comply with.
- 6.1.5 No assignment shall be made by a Transporter unless the assignment relates to the rights of the Transporter both:
- (a) as the Transporter under the Transporter's Network Code and the relevant Framework Agreement, and
  - (b) as a Transporter and (except in the case of National Grid NTS) DNO User under National Grid's Network Code and the Transporters Framework Agreement.
- 6.1.6 Where a Party assigns its rights under the Code and a Framework Agreement and any Ancillary Agreement to a person (including a 33 1/3% Affiliate) pursuant to paragraph (b):

- (a) it shall be a condition precedent to such assignment that such person shall enter into an Agreement with each relevant other Party covenanting to be bound by the Framework Agreement, the Code and any such Ancillary Agreement;
- (b) the assigning Party shall be released from obligations under the Code, the Framework Agreement and any such Ancillary Agreement arising after the time at which the assignment is effective, but shall remain liable for any obligations accruing up to such time.

6.1.7 Any credit limit required under the Code shall be determined separately for a person to whom a User assigns its rights under paragraph (b); and the assigning Party may not assign its own credit limit.

6.1.8 A reference in the Code, a Framework Agreement or any Ancillary Agreement to any Party shall include a reference to that Party's successors and assigns.

## **6.2 Waiver**

6.2.1 No delay by or omission of any Party in exercising any right, power, privilege or remedy under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

6.2.2 Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

## **6.3 Language**

6.3.1 Every Code Communication, Offtake Communication, and every notice or other communication to be given by one Party to another under a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, shall be in the English language.

## **6.4 Severance**

6.4.1 If any provision of the Code, a Framework Agreement or any Ancillary Agreement or Supplemental Agreement is or becomes invalid, unenforceable or illegal, or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by order of any other Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Code, a Framework Agreement or Ancillary Agreement or Supplemental Agreement, which shall continue in full force and effect notwithstanding the same.

## **6.5 Rights of Third Parties**

6.5.1 Unless expressly otherwise provided, the Parties do not intend that any term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

6.5.2 Notwithstanding any express provision of the Code pursuant to which paragraph 6.5.1 is disapplied in relation to a term of the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement, the Parties may rescind, vary, waive, release,

assign, novate or otherwise dispose of all or any of their respective rights or obligations under the Code or a Framework Agreement or any Ancillary Agreement or Supplemental Agreement without the consent of any person who is not a Party.

## **6.6 Entire Agreement**

- 6.6.1 The Code and (as respects the Parties thereto) each Framework Agreement, each Ancillary Agreement or (as the case may be) each Supplemental Agreement, contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.
- 6.6.2 Each Party acknowledges that in entering into a Framework Agreement and any Ancillary Agreement or Supplemental Agreement it does not rely on any representation, warranty or other understanding not expressly contained in the Code, such Framework Agreement, Ancillary Agreement or Supplemental Agreement.
- 6.6.3 Nothing contained in a document (other than a Framework Agreement or an Ancillary Agreement or a Supplemental Agreement) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

## **6.7 Jurisdiction**

- 6.7.1 Subject and without prejudice to the provisions of Section A as to Expert Determination, all the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement and that accordingly any suit, action or proceeding (collectively "**proceedings**") arising out of or in connection with the Code, a Framework Agreement and any Ancillary Agreement or Supplemental Agreement may be brought in such courts.
- 6.7.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court as is referred to in paragraph 6.7.1 and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the English courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
- 6.7.3 Any User which is not a company incorporated under the Companies Act 1985 shall provide to each Transporter an address in England or Wales for service of process on its behalf in any proceedings.

## **6.8 Governing law**

- 6.8.1 The Code, each Framework Agreement and every Ancillary Agreement and Supplemental Agreement shall be governed by, and construed in all respects in accordance with, English law.