

**MODIFICATION 0565**

**(CENTRAL DATA SERVICES PROVIDER - GENERAL FRAMEWORK AND OBLIGATIONS)**

**LEGAL TEXT CHANGES - UPDATE**

**Notes:**

1. *In relation to the UNC:*
  - *minor corrections made to TPD Sections E, F, G, M, S and V;*
  - *as a result of an amendment to the definition of IGT Code in GT Section B1.4.2 (so the term means the uniform network code incorporated into each IGT's individual network code and not the IGT's individual network code) a number of amendments are made in IGTAD Sections A, D and F;*
  - *minor correction is made in IGTAD Section D and minor corrections made in EID Sections A, B and C to update old references to TPD Section U;*
  - *numbering corrections made to TD Part I;*
  - *minor corrections made in GT Section B and amendments made to GT Section D following the industry meeting and discussion on 14 November 2016 and in light of the revised text for the CDSP Licence Condition published by the Authority on 31 October 2016;*
  - *where the correction/amendment affects text which is the subject of other changes, the correction/amendment shown below is against the relevant paragraph as amended in the relevant draft document dated 1 November 2016; and*
2. *In relation to the DSC corrections made to a number of the DSC documents.*

**UNIFORM NETWORK CODE**

**TRANSPORTATION PRINCIPAL DOCUMENT**

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

- 1.3.12 Where a User wishes to make a claim as referred to in paragraph 1.3.10 above, it shall have consideration of the Customer Settlement Error Claims Process Guidance Document and the following process shall be followed:
- (a) the User shall submit to the ~~Transporter Agency~~ CDSP the following information:
    - (i) detail in relation to the nature and duration of the error resulting in the adjustment, including copies of the invoices between the Transporters and the User and the User and the consumer (such information to be applicable to the claim, for example at Supply Meter Point level);
    - (ii) the relevant system files and supporting information (to include workings and methodology);
    - (iii) the materiality of the claim in terms of volume of gas, including details of the methodology used to calculate such materiality;

- (iv) the exact financial impact of the adjustment including energy (by reference to the monthly average of the System Average Prices) for the period of the claim and transportation costs (with reference to the Transportation Charges prevailing at the time of the claim);
- (v) the dates in respect of which the claim will apply in accordance with paragraph 1.3.10 above;
- (vi) evidence of the financial impact relating to the Supply Point or group of Supply Points the subject of the claim including written confirmation that the consumer(s) connected to the Individual Supply Point or group of Supply Points in question agree(s) that:
  - (1) an adjustment in gas off-taken in the period of time between the Code Cut Off Date and the last Day of Formula Year t-6 should be made;
  - (2) the materiality of the claim as referred to in paragraph 1.3.12(a)(ii) is correct; and
  - (3) the dates in relation to which the User's claim applies are correct; and
- (vii) a warranty that no previous claims which are the same in nature and/or are in relation to the same dates as the claim being made by the User have been made;

and the CDSP shall make such information available to the Transporter;

- (b) the Transporters shall (having consideration of the Customer Settlement Error Claims Process Guidelines Document) consider the claim and communicate to the User CDSP its approval or rejection of such within 90 days of receipt notification of the claim by the CDSP, during which time the Transporter-Agency CDSP shall be entitled to raise queries (in response to a request from the Transporter) in relation to the claim and/or to request further information from the User in respect of its claim;
- (c) the Transporters shall (having consideration of the Customer Settlement Error Claims Process Guidelines Document) be entitled to reject the claim if it is considered that the information provided by the User is so clearly erroneous on its face that it would be unconscionable for the claim to be accepted, in which case the Transporters shall notify the CDSP, and the CDSP shall reject the claim and inform the User of the reason(s) for such rejection;
- (d) if the Transporters considers that an amount exceeding £1 million (one million) pounds is to be re-paid to any User the Transporter shall notify the CDSP, and the Transporter-Agency CDSP shall issue notification of such fact to the Users and that the amount determined as payable to the User shall be paid within 2 (two) months of approval of the claim.

#### 8.4.1 Where a User Suppressed Reconciliation Value remains Suppressed:

- (a) for a period of 30 months following the USRV Month; or
- (b) in the Back Stop Reconciliation Month where it is more than 30 months following the USRV Month;

without prejudice to the User's entitlement to investigate the User Suppressed Reconciliation Value pursuant to paragraph 8.1.1(b) and (c), the Transporter will commence an investigation of such User Suppressed Reconciliation Value in such 30th month (or in the Back Stop Reconciliation Month) and use its reasonable endeavours to resolve the User Suppressed Reconciliation Value such that it will cease to be

Suppressed ~~and such activity will be performed as a User Pays Service.~~

Delete paragraph 8.4.2.

#### Section F – System Clearing, Balancing Charges and Neutrality

2.3.2 In the event of a Class A Contingency (in accordance with GT Section D5.9) occurring on the Gas Flow Day the references in paragraph 2.3.1(b) to System Marginal Sell Price and System Marginal Buy Price shall be to the System Average Price.

Deleted: U6

#### Section G – Supply Points

1.6.14 Where ...

(c) no adjustment, revision or redetermination in respect of any such Supply Point Transportation Charge, UDQO and Energy Balancing Charge in respect of or accruing in respect of any Day before the Supply Point Registration Date will be made, it being agreed that such amounts and charges will be determined (and, in the case of charges, payable) by reference to the Annual Quantity and End User Category notified by the CDSP pursuant to the foregoing provisions of this paragraph 1.6 unless and until any revision is made pursuant to paragraph (a).

Deleted: Transporter

1.9.8 Without prejudice to any other provision of the Code, the Parties and the CDSP shall: ...

1.16.5 Paragraph 1.16.4 shall not apply if any Existing User submits to the CDSP by the date specified in paragraph 1.16.3(c) written confirmation to the effect that the condition in paragraph 1.16.2(e) is not satisfied.

Deleted: Transporter

1.22.1 Unless otherwise stated, any TPD Communication to be given by or to a Party under this Section G shall be given to or by the CDSP.

Deleted: Code

2.6.2 The CDSP will reject the Supply Point Confirmation where: ...

Deleted: the

2.15.1 Each User shall not (and where the User will not be the supplier its supplier shall not) install or procure the installation of a Supply Meter at a New Supply Meter Point created after 1 September 2013 without first having a Supply Contract in place with the consumer.

Deleted: will

2.15.2 Each Transporter will from time to time identify any new Supply Meter Point Reference Numbers created after 1 September 2013 and for which there has been no First Supply Point Registration Date in accordance with paragraph G7.3.4 for a period greater than 12 calendar months since the Supply Meter Point Reference Number was created and where the Transporter has evidence of a Supply Meter being in place for a period greater than 3 months after the creation of the New Supply Meter Point, which is capable of flowing gas, the Transporter will take steps to establish who requested installation of the Supply Meter which may include making enquiries of the consumer.

Deleted: shall notify the CDSP of the date on which it became aware that a Supply Meter had been installed and the CDSP

2.15.3 Pursuant to paragraph 2.15.2 where the Transporter obtains information that a supplier requested the installation of the Supply Meter and the User subsequently confirms this the Transporter shall notify the CDSP of the date on which it became aware that a Supply Meter had been installed and the CDSP will notify the relevant User that no Supply Point Registration is in place at the New Supply Meter Point and:

(a) where the User confirms that a Supply Contract is in place between the supplier and consumer or does not respond within 1 calendar month of being notified by the CDSP the relevant User will register such New Supply Meter Point in accordance with paragraph 2 or take steps to remove the Supply Meter within 1 calendar month, failing which the provisions of paragraph 2.15.4 shall apply; or ...

Deleted: Transporter

2.15.4 Where the User does not comply with the obligation to register such New Supply Meter Point in accordance with paragraph 2.15.3(a) or (b) or 2.15.9(a) the User ...<sup>1</sup>

(b) for the purposes of calculating the Opening Meter Reading the CDSP shall use the Meter Reading taken at the time the Transporter identifies that the Supply Meter is physically connected to a System such that gas is capable of being offtaken (without further action being taken) from the Total System.

Deleted: Transporter

2.15.5 ...

(d) where the Registered User ...

Deleted: Where

3.5.4 Where the Supply Meter Point is a Shared Supply Meter Point the CDSP will not amend the Supply Point Register pursuant to paragraph 3.5.3 unless all Sharing Registered Users warrant to the CDSP that gas flow at the Supply Meter Point has ceased.

Deleted: Transporter

5.2.3 Subject to paragraph 5.2.4, at any time in the gas Year: ...

(d) ...

(iii) the Sharing Registered Users jointly, or a User Agent on their behalf, may from time to time notify to the CDSP the amounts, and changes in the amounts, which are to be the Bottom-Stop Supply Point Capacities in respect of the DM Supply Point, provided that in aggregate such amounts are equal to the Aggregate Bottom-Stop Capacity; and ...

Deleted: Transporter

7.3.7 In respect of both Smaller and Larger Supply Points: ...

(e) where any Supply Point Confirmation (including any subsequent Confirmation) has been rejected by the CDSP then the Proposing User whose Supply Point Confirmation has been rejected shall promptly take steps to ensure gas is not offtaken at the New Supply Meter Point.

Deleted: Transporter

## Section M – Supply Point Metering

3.2.4 ...

(d) the Transporter by means ...

3.2.6 Where in respect of a Supply Meter Point, C&D Information is received by the CDSP from a User or by the Transporter from a Meter Worker in accordance with paragraph 3.2.4(c) or (d) (in which case the Transporter will notify the CDSP), the CDSP will provide a copy of such C&D Information to the Registered User within 2 Supply Point Systems Business Days from the Day on which the identity of the such Registered User is known to the CDSP, and the Registered User will:

Deleted: or User

Deleted: the Transporter will notify the CDSP, and

<sup>1</sup> Underlined text should not be shown as new text introduced by 0565.

- (a) submit such C&D Information to the relevant supplier;
- (b) review the suppliers' response and within 30 Days from the date that such C&D Information was received by the Registered User, by means of a Meter Information Notification, use its best endeavours to provide the CDSP with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
- (c) notify the CDSP (who will notify the Transporter) as soon as reasonably practicable where the Registered User is unable to comply with (b), together with the reasons for such non-compliance.

**Deleted:** the CDSP will notify the Transporter

3.2.7 Where in respect of a Supply Meter Point comprised in a Proposed Supply Point, C&D Information is received by the ~~CDSP from a User or by the~~ Transporter from a Meter Worker in accordance with paragraph 3.2.4(c) or (d) ~~(in which case the Transporter will notify the CDSP)~~, before the Supply Point Registration Date (and therefore the identity of the Registered User is not known to the CDSP at that time) then within 2 Supply Point Systems Business Days following the Day on which such C&D Information was received and after Supply Point Confirmation becomes effective, the CDSP will provide a copy of such C&D Information (together with any additional relevant data in the possession of the CDSP at such time) to the Proposing User and the Proposing User will:

**Deleted:** or User

**Deleted:** and notified to the CDSP

- (a) submit such C&D Information to the relevant supplier;
- (b) review the supplier's response and within 30 Days from the date that such C&D Information was received by the Proposing User, by means of a Meter Information Notification, use its best endeavours to provide the CDSP with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
- (c) notify the CDSP (who will notify the Transporter) as soon as reasonably practicable where the Proposing User is unable to comply with (b), together with the reasons for such non-compliance.

**Deleted:** the CDSP will notify the Transporter

3.2.8 Where in respect of a Supply Meter Point comprised in a Proposed Supply Point which is an Existing Supply Point, C&D Information is received ~~by the CDSP from a User or by the~~ Transporter from a Meter Worker in accordance with paragraph 3.2.4(c) or (d) ~~(in which case the Transporter will notify the CDSP)~~, and at the date of receipt by the CDSP of such C&D Information there is a Proposing User and a Registered User, ~~then~~ on the Day on which the Supply Point Confirmation becomes effective the CDSP will submit a copy of such C&D Information to such Proposing User and Registered User and the Proposing User will:

**Deleted:** or User

**Deleted:** than

- (a) submit such C&D Information to the relevant supplier;
- (b) review the relevant supplier's response and within 30 Days from the date that such C&D Information was received by Proposing User, by means of a Meter Information Notification, use its best endeavours to provide the CDSP with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
- (c) notify the CDSP (who will notify the Transporter) as soon as reasonably practicable where the Proposing User is unable to comply with (b), together with the reasons for such non-compliance.

**Deleted:** the CDSP will notify the Transporter

3.2.15 Where at any time ...

- (a) ...

- (i) the CDSP may in its sole discretion proceed to update the Meter Information and shall notify the Registered User or the Relevant Registered User (as the case may be) accordingly; and
- (ii) such update of the Meter Information pursuant to paragraph 3.2.15(a)(i) shall be deemed to be an update by the Registered User or the Relevant Registered User (as the case may be);

**Deleted:** and .  
**Deleted:** (iii) the Registered User or the Relevant Registered User (as the case may be) shall be liable for a User Pays Charge as a result of the updated Meter Information;

3.6.1 Subject to paragraphs 3.6.4 and 3.6.5, where at the end of any calendar month a User has failed to comply with the requirements in paragraph 3.4.1(a) or 3.5.1(a) in respect of a Monthly Read Meter or (as the case may be) and Annual Read Meter the CDSP will notify the Transporter and the Registered User and:

(a) the Transporter will, unless it appears to the Transporter (in its sole discretion) that the circumstances are such that it would be inappropriate to do so, use reasonable endeavours to obtain a Meter Reading from such Meter;

**Deleted:** .

(b) the User shall, irrespective of whether the User remains the Registered User of the relevant Supply Point, pay (in accordance with Section S) to the Transporter a charge in accordance with the Transporter's Metering Charging Statement.<sup>2</sup>

**Section S – Invoicing and Payment**

1.3.4 Subject to paragraph 1.3.6 and to GT Section D5.9, Invoice Documents will be submitted to Users either by UK Link Communication in the form and manner described in the UK Link Manual or by Conventional Notice in the specific circumstances set out in the UK Link Manual, and subject to paragraph 1.3.5 will be accompanied by the supporting data specified in respect of each Invoice Item in the UK Link Manual (the supporting data in respect of any such UK Link Communication comprising all data contained therein other than that described in paragraph 1.3.1).

**Deleted:** U6

2.1.4 The provisions of paragraph 2 and Annex S-1 as to the scope and contents of particular Invoice Documents shall be deemed from time to time to be modified to the extent necessary to be consistent with any UK Link Modification (as defined in the DSC) (but for the avoidance of doubt only in respect of Invoice Items in respect of charges payable pursuant to the Code).

**Deleted:** Manual Modification under Section U8

3.1.2 Subject to 3.1.3, the "Invoice Due Date" in respect of an Invoice Document is the day ending at 24:00 hours on:

- (a) subject to paragraphs (b) and (c), whichever is the later of:
  - (i) the 12th Day after the Day on which the Invoice Document was deemed to be received in accordance with GT Section B5 and GT Section D5; and
  - (ii) the 20th Day after the last Day of the Billing Period to which the Invoice Document relates;
- (b) in the case of an Adjustment Invoice, Interest Invoice or Ad-hoc Invoice, subject to paragraph (c) and paragraph (d), the 12th Day after the Day on which the Invoice

**Deleted:** Section U and

<sup>2</sup> Paragraph (b) re-instated (so consistent with paragraph 3.6.3) and amended to refer to Metering Charging Statement, and not a User Pays Charge.

Document was deemed to be received in accordance with ~~GT Section B5 and GT Section D5;~~

Deleted: Section U and

(c) where the Day (the **target due date**) determined under paragraph (a), (b) or (d) is not a Business Day:

Formatted: Font:Bold

(i) subject to paragraph (ii), the Business Day (whether before or after the target due date) which is nearest to the target due date; or

(ii) if the nearest Business Days before and after the target due date are equally near, the nearest Business Day after the target due date.

(d) subject to paragraph (e), in the case of a Small Value Invoice, the 30th Day following the end of the month in which the Invoice Document was deemed to be received in accordance with ~~GT Section B5 and GT Section D5,~~ or

Deleted: Section U and

(e) the Day determined in accordance with paragraph (b), where the Small Value Invoice is not paid by the Day in paragraph (d).

## Section V - General

7.2.1 For the purposes of giving effect to the provisions referred to in paragraph 7.1, the Transporter will: ...

Formatted: Font:Not Bold

(e) nominate personnel in respect of each relevant Transporter User Capacity, each of which shall be treated as the Authorised Representative(s) of a separate UK Link User for the purposes of ~~the UK Link Terms and Conditions,~~ and conduct operations under the Code in accordance with that Section separately in respect of each such capacity.

Deleted: Section U

## INDEPENDENT GAS TRANSPORTERS ARRANGEMENTS DOCUMENT

### Section A - Scope and Classification

4.1.1 Each Independent Gas Transporter shall replicate ~~(by means of the~~ IGT Code) the rules and processes contained in TPD Section Q2.1.2, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 as regards emergencies.

Deleted: in its

### Section D - IGT Code Rules and Data Exchange

2.1.1 Except as otherwise provided in this Document and unless specifically provided for in the IGT UNC, each Independent Gas Transporter shall adopt ~~(by means of the~~ IGT Code) and implement rules and processes, which are the same as those from time to time of the Transportation Principal Document (including the UK Link Manual as it applies pursuant to the Transportation Principal Document), as respects: ...

Deleted: in its

2.1.2 Notwithstanding paragraph 2.1.1, it is acknowledged and agreed that (as reflected in the ~~CDSP Service~~ Description) the provisions of ~~the~~ IGT Code in relation to the registration of New Supply Meter Points and the provision of Supply Meter Installations may differ from those of the Transportation Principal Document to reflect differences (which do not prejudice the objective set out in paragraph 1.1.1) in the processes applied by Independent Gas Transporters in relation to those matters.

Deleted: IGT Agency Services Agreement

Deleted: an

### 2.2 Modifications

The Transporters and the Independent Gas Transporters shall make arrangements to ensure the coordination of modifications of the Code and the IGT Code, as respects the matters referred to in paragraph 2.1.1 above.

Deleted: s

#### Section F – General

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 individual network code (incorporating the 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 individual network code (incorporating the 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).

Deleted: IGT Code

Deleted: IGT Code

5.2.2 In relation to the Receiving Party, "**Permitted Activities**" means the carrying on of transportation business (as defined in the Receiving Party's gas transporter's licence(s)), the operation, administration, maintenance and development of the Receiving Party's System, and the implementation and performance of the Code, the Transporters' Framework Agreement or the IGT Code or IGT Framework Agreement or the DSC.

Deleted: any

#### EUROPEAN INTERCONNECTION DOCUMENT

##### Section A – General

3.4.2 Unless otherwise provided for in this Document, Code Communications under this Document will be given as UK Link Communications in accordance with GT Section D (and it is acknowledged that for certain purposes the UK Link Manual makes separate provision in relation to certain Code Communications under this Document).

Deleted: TPD

Deleted: U

##### Section B – Capacity

1.6.12 For the avoidance of doubt and in accordance with paragraph 1.6.8(a) GT Section D has no application in relation to communications referred to in paragraph 1.6.10 (nor in relation to any other communication to be made between any Party and the Capacity Platform Operator).

Deleted: TPD

Deleted: U

9.4.1 In accordance with paragraph 1.6.7, GT Section D Annex D-1 does not apply (and the UK Link Network is not available for use) in relation to offers by Users to make System Capacity Transfers in respect of Interconnection Point Capacity.

Deleted: TPD

Deleted: U5

##### Section C – Nominations

1.9.1 For the avoidance of doubt, Interconnection Point Nominations are to be submitted as UK Link Communications in accordance with GT Section D; but it is acknowledged that the UK Link Manual provides formats for Interconnection Point Nominations which differ from those for Nominations at other System Points.

Deleted: TPD

Deleted: U



TRANSITION DOCUMENT

TD Part I - General

Add new paragraph 3 to read as follows:

3 Transitional arrangements in relation to CDSP and DSC

Deleted: 4

3.1 For the purposes of the Code ...

Deleted: 4

3.2 The agreed form, as at the CDSP Modification Date ...

Deleted: 4

3.3 The Transitional Arrangements Document, so far as it contains provisions ...

Deleted: 4

GENERAL TERMS

Section B - General

1.4.2 "IGT Code" means the uniform network code prepared by independent gas transporters pursuant to Standard Condition A9(5) of the Gas Transporter's Licence, as from time to time modified, and as made contractually binding (as incorporated into an individual gas transporter's individual network code) by the relevant framework agreement.

Deleted: network code

Deleted: an Independent Gas Transporter

Deleted: its

Deleted: references to an IGT Code include such IGT Code as given contractual effect by an IGT Framework Agree

1.5.3 An "IGT Framework Agreement" is an agreement pursuant to which an Independent Gas Transporter's individual network code (incorporating the IGT Code) is made binding between the Independent Gas Transporter and IGTS Users (and for the avoidance of doubt, such an agreement is not an Ancillary Agreement for the purposes of the Code).

Deleted: IGT Code

2.2.6 For the purposes of the Code "IGTS User" is a gas shipper which is, and in its capacity as, a user of the IGT System, pursuant to arrangements for the conveyance of gas made (in accordance with the JGT Code) with the Independent Gas Transporter.

Deleted: relevant

5.1.1 The Code contemplates that Code Communications and Offtake Communications (collectively "Communications") may be given by the following means:

Formatted: Font:Bold

(a) (in the case of Code Communications) by UK Link Communication, in accordance with GT Section D5; ...

Deleted: TPD

Deleted: U

5.1.2 Subject to GT Section D5.9, 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: ...

Deleted: TPD

Deleted: U6.2

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 GT Section D5 or the Offtake Communications Document) the Communication is deemed to have been received by the Party to which it was sent.

Deleted: TPD

Deleted: U

Section D – CDSP and UK Link

1.2.1 For the purposes of the Code: ...

(c) the "Data Services Contract" or "DSC" is the contract between the Parties and the CDSP in the agreed form (as provided in Part I paragraph 3 of the Transition

Deleted: approved by the Authority

Document) as from time to time amended in accordance with its terms and the provisions of this Section D;

- (d) Core Customer means a Party to the Code, other than a Trader User, in the capacity of party to the DSC;

Deleted: (  
Deleted: )

1.2.5 The DSC is the service agreement referred to in the CDSP Licence Condition as the 'CDSP Service Agreement'.

Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm

1.2.6 For the purposes of paragraph 6(a) of the CDSP Licence Condition a 'user of CDSP Services' is any Party other than a Trader User.

1.3.1 For the purposes of the Code, subject to paragraphs 1.3.2 to 1.3.4, "**CDSP Services**" means the following services;

Formatted: Font:Bold

Deleted: (to the extent that such services are provided by the CDSP)

- (a) services ("**core services**") which consist in ...

Formatted: Font:Bold

1.4.3 In accordance with TPD Section V2.1.2(i), OAD Section N4.2.2(e) and IGTAD Section F3.2.2(d) no person may become a Party, other than as a Trader User, without acceding to the DSC.

Deleted: (  
Deleted: )

1.4.4 Each Party undertakes that it will act and exercise its rights and powers under the DSC in relation to the CDSP, so as jointly to control and govern the CDSP on an economic and efficient basis.

Deleted: (including [its powers under the CDSP Articles of Association and] its rights and powers under the DSC)

1.6.1 This Section D, other than paragraph 5, does not apply in relation to Trader Users (which are not users of CDSP Services for the purpose of paragraph 1.2.6) and, except in paragraph 5, references in this Section D to a Party do not include a Trader User.

3.2.3 The CDSP Service Description shall (without limitation):

- (a) oblige the CDSP to perform the functions assigned to it under the Code and the IGT Code as Code Services;

Deleted: and

- (b) in relation to a Code Service, specify the CDSP Service by reference to the relevant provision of the Code or the IGT Code, as the case may be (and, in the case of a Direct Service, by identifying the relevant function of the CDSP as specified in the Code or IGT Code); and

Deleted: .

- (c) provide that there are no 'user pays services' as referred to in the CDSP Licence Condition.

3.3.1 The Budget and Charging Methodology shall provide for:

- (a) the CDSP to prepare, consult on and publish a budget ("**CDSP Budget**") for each CDSP Year, identifying the activities expected to be performed by the CDSP in the CDSP Year and the forecast CDSP Costs in respect of those activities (and constituting the CDSP Annual Budget referred to in the CDSP Licence Condition);

#### Section D – Annex D-1

3.2 The terms of the contract referred to in paragraph 3.1(c) shall be those terms contained in the relevant User Trade Communication(s) and such other terms as shall have been agreed by

the Trading Users or in default of such agreement the terms in the Appendix to this Annex D-1.

Deleted: ANNEX

## DATA SERVICES CONTRACT

### DSC Terms and Conditions

2.2 In the DSC (including the DSC Agreement and each CDSP Service Document), the following terms shall have the following meanings: ...

**Force Majeure Event** means any cause or circumstance beyond the reasonable control of a Party which results in or causes ~~that Party to fail to perform or delay in the performance of~~ any one or more of its obligations under the DSC, if that failure or delay could not have been prevented or overcome by that Party acting reasonably and prudently, including complying with all business continuity obligations under the DSC;

Deleted: the failure by

Deleted: this

**IGT Code** means the uniform network code prepared by independent gas transporters pursuant to Standard Condition A9(5) of the Gas Transporter's Licence, as from time to time modified, and as made contractually binding (as incorporated into an individual gas transporter's individual network code) by the relevant framework agreement;

Deleted: Uniform Network Code

Deleted: s

**Relevant Requirements** has the meaning given to it in Clause 32;

**Uniform Network Code** means the uniform network code prepared pursuant to Standard Special Condition A11(6) of the Gas Transporter's Licence, as from time to time modified, and as made contractually binding (as incorporated into Transporter's individual network code) by the relevant framework agreement;

Formatted: Indent: First line: 0 cm

Deleted: Uniform Network Code

Deleted: s

6.2 The CDSP shall permit a Customer to access and use UK Link in accordance with Clause 7.7(b).

Deleted: , and on the terms of, the DSC, GT Section D5 and the UK Link Manual

7.7(b) The CDSP hereby grants to each Customer a non-exclusive licence to access and use such parts of UK Link as are required to use, access and receive the Services on, and subject to, the terms specified in the UK Link Manual, GTD Section D5 and the DSC.

11.1 Each of the Parties acknowledges and agrees that:

(a) the CDSP shall only assess and / or verify the condition of data processed by the CDSP pursuant to or in connection with the DSC Services to the extent expressly specified in the CDSP Service Description; and

Formatted: Indent: Left: 1.27 cm

Deleted: s

15.1 No Party shall be liable for any failure or delay in performing its obligations under the DSC as a result of a Force Majeure Event, provided that:

(a) the date for performance of any contractual obligation which has been delayed by the Force Majeure Event shall be deemed suspended only for a period equal to the delay caused by that event; and

(b) the Party seeking to exempt itself from liability by virtue of this Clause 15.1 shall:

- (i) give written notice to the CDSP's Individual Contract Manager (in the case of a Customer) or the Customer's Individual Contract Manager (in the case of the CDSP) within twenty-four (24) hours of becoming aware of the Force Majeure Event, which notice shall give such information as is available as to the nature and extent of the failure or delay, the reasons for the failure or delay and the steps being taken by the Party seeking to exempt itself to remedy it, together with an estimate of the period of time required to remedy it;
- (ii) within ten (10) days of giving the notice referred to in Clause 15.1(b)(i), and thereafter upon request, give a detailed report amplifying the information given in the earlier notice and giving such additional explanations and factual information relating to the failure or delay as may have been requested; and
- (iii) take all necessary steps to remedy the failure or delay.

15.2 The following shall be deemed not to constitute or give rise to a Force Majeure Event:

- (a) any dispute between a Party and its staff or any sub-contractor of that Party and its staff; or
- (b) shortage of labour or inability to pay any sum due.

Deleted: the CDSP

Deleted: it

Deleted: the CDSP

16.5 Where a material Default of a Customer (other than a Credit Default or a Default addressed by measures provided for in the UK Link Manual) causes or is likely to cause material risk or prejudice to any other Customer or Customers (including the CDSP's performance of its obligations to such other Customer or Customers under the DSC), the CDSP may take any reasonable measure available to it to reduce or mitigate such risk or prejudice, and shall not be in breach of its obligations under the DSC to the Customer or any other Customers as a result of taking any such measure.

Deleted: financial

17.6 In the event that a Withdrawing Party fails to return any item(s) to the CDSP which are required to be returned to the CDSP by a Withdrawing Party pursuant to the DSC in accordance with Clause 17.4(e) and/or the UK Link Manual (as appropriate), at the Withdrawing Party's cost:

- (a) the CDSP may enter the Withdrawing Party's property to decommission and retrieve such item(s) (as appropriate) and the Withdrawing Party hereby grants to the CDSP (or its nominee) such access, rights and co-operation to the Withdrawing Party's (and any relevant third party's) premises, infrastructure, equipment, systems, information technology, staff and resources as the CDSP may require to do so; or
- (b) at the CDSP's sole option, where such item(s) are required to be returned to the CDSP pursuant to the UK Link Manual, the Withdrawing Party shall reimburse the CDSP for the cost of such item(s) as notified by the CDSP to the Withdrawing Party.

17.8 Notwithstanding the fact that a Customer becomes a Withdrawing Party, the following provisions of the DSC shall not be affected and shall continue in full force and effect:

- (a) any provision that is expressed or intended to survive or operate in the event of a Customer becoming a Withdrawing Party (which shall include Clauses 2, 3.6, 3.7, 5, 7, 8, 9, 10.3, 11, 17, 20, 26, 27, 28, 29, 30 and 31, and any provisions of the UK Link

Manual that are expressed or intended to survive or operate in the event of a Customer ceasing to be a UK Link User); or

**26 Entire Agreement**

The DSC supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of the DSC. Each Party affirms that it has not been induced to enter into the DSC by any prior representations whether oral or in writing, except as specifically contained in the DSC Terms and Conditions, and hereby waives any claim for breach of any such representations which are not so specifically incorporated.

**28 No Partnership**

The CDSP shall at all times be an independent contractor and nothing in the DSC shall be deemed to constitute a partnership between the Parties.

Deleted: or Agency

**32 Anti-Bribery**

32.1 Each Party warrants that it has at all times in connection with obtaining the DSC complied with all Laws relating to anti-bribery and corruption. Each Party undertakes that it:

- (a) shall at all times in connection with the DSC comply with all Laws relating to anti-bribery and corruption ("Relevant Requirements");
- (b) shall not engage in any activity, practice or conduct which constitute an offence under the Bribery Act 2010 if such activity, practice or conduct has been carried out in the United Kingdom; and
- (c) has and maintains in place at all times (in order to ensure compliance with the Relevant Requirements) its own anti-bribery and corruption policies and procedures, and shall comply with and shall procure that its personnel shall comply with such policies where appropriate.

32.2 Each Party shall immediately upon becoming aware of, or suspecting, any failure to comply with the provisions of this Clause 32 (including any request or demand by any third party for any inducement in connection with the performance of the DSC) give written notice to the CDSP's Individual Contract Manager (in the case of the Customer) or the Customer's Individual Contract Manager (in the case of the CDSP). **CDSP Service Description**

Deleted: .

2.1.3 All services provided by the CDSP are Services as set out in paragraph 2.1.1, and accordingly there are no 'user pays services' as referred to in the CDSP Licence Condition.

Formatted: Font:Not Bold

3.3.5 In respect of a Service:

- (a) the Corresponding UNC Requirement is the requirement in the UNC which is fulfilled by the CDSP performing the Service and the delivery of the Service Requirement Output;
- (b) the Corresponding UNC Requirement is to be construed subject to the prevailing provisions of the Transition Document forming part of the UNC;
- (c) the Other Requirement details included in the Service Description Table are for information purposes only.

Deleted: b

## Budget and Charging Methodology

1.5.3 The CDSP shall keep this Budget and Charging Methodology under review and (where appropriate to ensure it complies with the requirements referred to in GT Section D1.2.2(a)(ii)) shall propose amendments to it under the Change Management Procedures.

9.1.4 The CDSP shall keep the Annual Charging Statement under review, but it is acknowledged that:

(a) the Annual Charging Statement sets out the result of the application of the rules in this Document to the CDSP Budget;

(b) accordingly, in the absence of:

(i) an error in the application of such rules; or

(ii) a Budget Amendment; or

(iii) an amendment of this Document taking effect within the Charging Year;

no review or amendment of the Annual Charging Statement is likely to be required; and

(c) if this Document complies with the requirements referred to in GT Section D1.2.2(a)(ii) it can be assumed that the Annual Charging Statement complies with those requirements.

9.1.5 If any Party considers there is an error in the Annual Charging Statement such Party shall notify the Committee and the CDSP; and the CDSP shall discuss the matter with the Committee and (where necessary to ensure the statement complies with this Document) shall correct and reissue the Annual Charging Statement.

Deleted: 4

9.1.6 It is acknowledged that the Annual Charging Statement sets out the scope of CDSP Services sufficiently (for the purposes of the application of the rules in this Document) by identifying the Service Areas with reference to the CDSP Service Description.

9.4.1 In respect of Change Charges for General Service Charges, the Annual Charging Statement will set out the Provisional Annual Class Change Charge Base for each Customer Class.

9.4.2 In respect of Change Charges for Specific Service Changes, the Annual Charging Statement will set out, for each Specific Service Change:

(a) the Charge Base; and

(b) such other charging information as is provided for in the methodology in the Specific Service Change Charge Annex.

## Credit Policy

1.4.1 In this Document: ...

(c) ~~the "Committee" is~~ the Contract Management Committee or any sub-committee established by it for the purposes of this Document, ~~and references to the Committee are to the Credit Committee;~~

Deleted: references to

Deleted: are to

Deleted: and comprising such members, and on such terms, as the Contract Management Committee decides

3.5.2 Without prejudice to paragraph 3.5.3, where a Customer fails to provide additional DSC Security where requested by the CDSP by the date specified in the CDSP's notice under paragraph 3.5.1:

- (a) the CDSP will notify the Committee, and:
  - (i) in the case of a Customer who is a Shipper User, each Transporter;
  - (ii) in the case of a Customer who is a Transporter, the Authority; and
- (b) where and for as long as the Customer's DSC Indebtedness exceeds the relevant percentage of the Customer's DSC Credit Limit as specified in the DSC Credit Rules the CDSP ~~may~~ suspend the provision of any Specific Service or Additional Service which the CDSP is providing to the Customer until such time as the Customer's DSC Indebtedness is reduced to less than 100% of the Customer's DSC Credit Limit.

Deleted: shall

#### Transitional Arrangements Document

6.2.1 The CDSP shall establish the First Year Budget, and the Annual Charging Statement for the First CDSP Year, in accordance with the Budget and Charging Methodology as if the DSC were already in force.

6.4.3 In relation to any 'Change' (as defined in the ASA) related to a User Pays Code Modification Proposal (whether a Transitional Service Change or a Change which has been completed), where:

- (a) the Transporters have funded or will (pursuant to paragraph 6.4.1) fund costs of Xoserve accruing before the Implementation Date; and
- (b) the Transporters have not (as at the Implementation Date) recovered such amounts by charges to Shipper Users,

the Old provisions of the User Pays Charging Statement and the UNC shall govern (and remain in place to govern) the recovery of such amounts from Shipper Users by the Transporters, and the time at which such charges are determined and invoiced.