

Modification 0428: Single Supply Meter Points

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION G – SUPPLY POINTS

1 INTRODUCTION AND STRUCTURAL RULES¹

1.1 Supply Point and Registered User

1.1.1 For the purposes of the Code:

(a) a "**Supply Point**" is a System Exit Point comprising the Supply Meter Point ~~or Supply Meter Points~~ for the time being registered in the name of a User pursuant to a Supply Point Registration, or (for the purposes of this Section G only) the subject of a Proposed Supply Point Registration;

(b) the "**Registered User**" of a Supply Point is the User in whose name such Supply Meter Points ~~is~~ are so registered;

(c) a "**Supply Point Registration**" is the registration of ~~one or more~~ Supply Meter Points in the name of a User pursuant to paragraph 2.8.7(a) or 2.9.1 or (where applicable) to paragraph 2.1.6.

1.1.2 Without prejudice to paragraph 1.7, only one User may be the Registered User in respect of a Supply Point.

1.1.3 A User may apply for a Supply Point Registration ("**Proposed Supply Point Registration**") subject to and in accordance with paragraph 2, and may withdraw from a Supply Point Registration subject to and in accordance with paragraph 3.

1.1.4 A Supply Point Registration may be modified only as respects those details of the Supply Point Registration specified as capable of being amended in Annex G-1; and a Supply Point Reconfirmation (in accordance with paragraph 2.2.3) will be required in respect of any change in any other details.

1.1.5 The "**Supply Point Registration Date**" in respect of a Supply Point is the date of the Supply Point Registration in accordance with paragraph 2.

1.1.6 A reference in the Code in the context of a User to a "**Registered**" Supply Point, ~~Supply Point Component~~ or Supply Meter Point is to a Supply Point, or (as the case may be) ~~the a Supply Point Component or~~ Supply Meter Point comprised in a Supply Point, of which the User is the Registered User.

1.1.7 A reference in the Code to the Registered User of a ~~Supply Point Component or~~ Supply Meter Point is to the Registered User of the Supply Point (or in the case of a Shared Supply Meter Point any of the Supply Points) in which such ~~Supply Point Component or~~ Supply Meter Point is comprised.

1.1.8 In this Section G "**Supply Point Transportation Charges**" means Customer Charges, LDZ Capacity Charges, LDZ Commodity Charges, NTS Commodity Charges

¹ Implementation of modification 0420 effective 06:00hrs on a date to be determined, will amend this Section, in whole or in part.

Modification 0428: Single Supply Meter Points

and NTS Exit Capacity Charges; and in the context of a Supply Point or Proposed Supply Point a reference to details of Supply Point Transportation Charges is to the applicable rate or amount thereof in accordance with Section B1.8.

1.1.9 For the purposes of the Code the premises to which gas offtaken from the Total System at a Supply Point is or is to be supplied are the “Supply Point Premises”.

1.2 Offtake responsibility for Supply Points

Subject to paragraph 3.4.2 the gas offtaken from the Total System at a Supply Point will (in accordance with Section E3 and where applicable paragraph 1.7) be attributed for the purposes of the Code to the Registered User; and the Registered User accepts (for the purposes of the Code) responsibility for such offtake of gas by itself or any other person whether or not authorised by the Registered User.

1.3 Supply Meter Points

1.3.1 In accordance with Section A4.1 a Supply Meter Point is an Individual System Exit Point at which gas may (in accordance with the Code) be offtaken from the Total System for the purposes of supply directly to particular premises.

1.3.2 A Supply Meter Point may (subject to and in accordance with paragraph 1.7) be included in more than one Supply Point.

1.3.3 In accordance with Section M2 a Supply Meter Installation is required to be installed at each Supply Meter Point; but a point may be a Supply Meter Point in accordance with paragraph 1.3.1 notwithstanding that no such installation is installed at such point.

1.3.4 Pursuant to this Section G, a Supply Meter Point which has not been Isolated will at all times be included in at least one Supply Point.

1.3.5 Paragraph 7.3 sets out the basis on which a New Supply Meter Point may be established.

1.4 ~~Not Used~~Single Premises Requirement

~~1.4.1 A Supply Point must comply with the Single Premises Requirement.~~

~~1.4.2 The "Single Premises Requirement" is the requirement that where more than one Supply Meter Point is comprised in a Supply Point, gas offtaken from the Total System at all of such Supply Meter Points is to be supplied to premises:~~

~~(a) owned or occupied by one person;~~

~~(b) in close geographical proximity to each other;~~

~~(c) comprised within a common curtilage; and~~

~~(d) which serve each other in some necessary or reasonably useful way.~~

~~1.4.3 The Registered User shall:~~

Modification 0428: Single Supply Meter Points

~~(a) — take all reasonable steps to ensure that the Single Premises Requirement does not cease to be satisfied in respect of a Supply Point without the Registered User's becoming aware of that fact; and~~

~~(b) — if the Single Premises Requirement shall cease to be satisfied in respect of a Supply Point, as soon as it becomes aware of that fact:~~

~~promptly so inform the Transporter; and~~

~~apply (in accordance with paragraph 2) for two or more Supply Point Registrations (in respect of each of which such requirement is satisfied) in respect of the relevant Supply Meter Points.~~

~~1.4.4 — If the Transporter becomes aware that the Single Premises Requirement has ceased to be satisfied in respect of a Supply Point the Transporter will promptly so inform the Registered User.~~

~~1.4.5 — For the purposes of the Code the premises to which gas is offtaken from the Total System at a Supply Point is or is to be supplied are the "Supply Point Premises".~~

~~1.4.6 — Following the rejection of a Supply Point Nomination pursuant to paragraph 2.3.6(a):~~

~~(a) — the Proposing User may notify the Transporter that the User considers that the Single Premises Requirement is satisfied in respect of the Proposed Supply Point; and~~

~~(b) — where the User so notifies the Transporter:~~

~~the User shall at the same time provide its reasons for so considering and supporting evidence; and~~

~~the Transporter will consider the reasons and evidence provided by the User and where the Transporter is reasonably satisfied that the Single Premises Requirement is satisfied the Transporter will so inform the User and will not reject (on the grounds in paragraph 2.3.6(a)) a further Supply Point Nomination in respect of the Proposed Supply Point.~~

1.5 Daily Read Metering

1.5.1 Subject to paragraphs 1.5.5, 1.5.6(c) and 1.5.12(b) a Supply ~~Meter~~ Point shall be classified as a DM Supply ~~Meter~~ Point where:

(a) the Supply Meter Point comprised in such Supply Point is Daily Read in accordance with M1.3.1, or paragraph 1.5.13 applies; and

(b) either:

(i) the Daily Read Requirement applies; or

(ii) an election pursuant to paragraph 1.5.6(c) is in force in relation to such Supply Meter Point; or

(iii) where User Daily Read Equipment is installed in accordance with M4.1.6(b) and the Supply Meter Point comprised in any Supply Point has an Annual

Modification 0428: Single Supply Meter Points

Quantity which exceeds 732,000 kWh (25,000 therms) but is less than 58,600,000 kWh (2,000,000 therms) and cannot be an Interruptible Supply Point.²

1.5.2 Subject to paragraph 1.5.4, the Daily Read Requirement shall apply in respect of:

- (a) each relevant Supply Meter Point comprised in any Supply Point whose Annual Quantity is greater than 58,600,000 kWh (2,000,000 therms);
- (b) a relevant DM Supply Meter Point which the Registered User requires (in accordance with paragraph 6.1.9) to be comprised in in the DM Supply Point Component of an Interruptible Supply Point; and
- (c) each Supply Meter Point which is an NTS Supply Point.

1.5.3 For the purposes of paragraph 1.5.2:

- (a) the "**Daily Read Requirement**" is the requirement that the Supply Meter at a Supply Meter Point shall be Daily Read; and
- (b) a relevant Supply Meter Point is a Supply Meter Point in respect of which the Annual Quantity is greater than 2,196,000 kWh (75,000 therms).

1.5.4 If the Transporter determines and notifies the Registered User that it would not be practicable or economic for the Supply Meters at a particular Supply Point to be Daily Read, unless upon application (made within 10 Business Days after such notification by the User) the Authority shall give Condition 9(3) Disapproval to the Transporter not installing Daily Read Equipment, the Daily Read Requirement pursuant to paragraph 1.5.3(a) shall not apply, and the Registered User may not make a request under paragraph 1.5.9, in respect of that Supply Point (and for the avoidance of doubt the relevant Supply ~~Meter Points~~ shall be an NDM Supply Meter Points).³

1.5.5 Where:

- (a) a Supply Meter Point is comprised in a DM Supply Meter Point; and
- (b) upon a change in the Annual Quantity of the ~~Supply Meter Point or the Supply Point~~ in which it is comprised; or the Supply Point's ceasing to be an Interruptible Supply Point, the Daily Read Requirement ceases to apply,

the Supply ~~Meter Point~~ shall not be required to be classified as an NDM Supply ~~Meter Point~~, and in the absence of any Supply Point Confirmation or Reconfirmation, the Supply ~~Meter Point~~ shall continue to be a DM Supply ~~Meter Point~~, but without prejudice to the entitlement of the Registered User to make a Supply Point Reconfirmation as an NDM Supply Point (to which paragraph 1.5.6 shall apply).

1.5.6 Where a User is, or following a Supply Point Confirmation (including a Reconfirmation) a User becomes, the Registered User of a Supply Meter Point in relation to which the Supply Meter is Daily Read (including pursuant to a request under paragraph 1.5.9), but the Daily Read Requirement does not apply:

² Implementation of modification 0345 effective 06:00hrs on 01/10/2013, will amend paragraph 1.5.1.

³ Implementation of modification 0345 effective 06:00hrs on 01/10/2013, will amend paragraphs 1.5.4, 1.5.5, 1.5.6, 1.5.7, 1.5.8 & 1.5.9.

Modification 0428: Single Supply Meter Points

- (a) subject to paragraph (c), the Supply ~~Meter-Point~~ in which it is comprised shall be classified as an NDM Supply ~~Meter-Point~~;
- (b) except where Daily Read Equipment was installed pursuant to a request under paragraph 1.5.9, the Transporter may at any time (unless at such time the User has made an election under paragraph (c)) inform the User that it wishes to remove the Daily Read Equipment and having given the User reasonable notice, thereof, remove the Daily Read Equipment at its own expense;
- (c) where the Annual Quantity exceeds 73,200 kWh (*2,500 therms*) the User may elect in accordance with paragraph 1.5.7 that the Supply ~~Meter-Point~~ in which it is comprised shall be classified as a DM Supply ~~Meter-Point~~ with Transporter Daily Read Equipment installed;
- (d) where the Annual Quantity exceeds 732,000 kWh (*25,000 therms*) but is less than 58,600,000 kWh (*2,000,000 therms*) the User may elect in accordance with paragraph 1.5.7 that the Supply ~~Meter-Point~~ in which such Supply Meter Point is comprised shall be classified as a DM Supply ~~Meter-Point~~ with User Daily Read Equipment installed.

1.5.7 An election for the purposes of paragraph 1.5.6(c) and 1.5.6(d):

- (a) shall be made by Nominating the Supply ~~Meter-Point~~ as a DM Supply ~~Meter-Point~~:
 - (i) at the time of the Supply Point Confirmation or Reconfirmation referred to in paragraph 1.5.6; or
 - (ii) in the case in paragraph 1.5.6(c) only, at any time thereafter, by way of Supply Point Reconfirmation;
- (b) shall lapse with effect from the Supply Point Registration Date, where the Registered User or any other User submits a Supply Point Confirmation (including a Reconfirmation) which becomes effective in respect of a Supply Point including the relevant Supply Meter Point (and may be revoked accordingly).

1.5.8 Upon a change in the Annual Quantity of the Supply ~~Meter-Point~~ such that the Annual Quantity becomes:

- (a) less than 73,200 kWh (*2,500 therms*) the Registered User shall be required to reclassify the Supply ~~Meter-Point~~ as an NDM Supply ~~Meter-Point~~ within 2 months of the change in Annual Quantity; or
- (b) (subject to paragraph 1.5.6(c)), less than 732,000 kWh (*25,000 therms*) and where the Supply ~~Meter-Point~~ shall be classified as a DM Supply ~~Meter-Point~~ with User Daily Read Equipment installed, the Registered User shall be required to reclassify the Supply ~~Meter-Point~~ as an NDM Supply ~~Meter-Point~~ within 2 months of the change in Annual Quantity; or
- (c) more than 58,600,000 kWh (*2,000,000 therms*) the Registered User shall be required to reclassify the Supply ~~Meter-Point~~ as a Supply ~~Meter-Point~~ with Transporter Daily Read Equipment installed within 2 months of the change in Annual Quantity.

1.5.9 The Registered User may:

Modification 0428: Single Supply Meter Points

(a) at any time request (subject to and pursuant to Siteworks Terms and Procedures as described in paragraph 7) that Transporter Daily Read Equipment be installed at any Supply ~~Meter-Point~~ (other than one whose Annual Quantity does not exceed 73,200 kWh (2,500 therms)); or

(b) install User Daily Read Equipment at any Supply ~~Meter-Point~~ where the Annual Quantity exceeds 732,000 kWh (25,000 therms) but is not more than 58,600,000 kWh (2,000,000 therms).

1.5.10 Where a User submits a Supply Point Nomination in respect of a Proposed Supply Point, with a Supply Meter Point, in relation to which the Supply Meter is not Daily Read, as a DM Supply ~~Meter-Point~~, the Transporter shall reject such Supply Point Nomination, unless the User has submitted such Supply Point Nomination in accordance with paragraph 7.3.5 and the Proposed Supply Point comprising the New Supply Meter Point has been classified as a DM Supply ~~Meter-Point~~ in accordance with paragraph 1.5.13. The User warrants that where it submits a Supply Point Nomination in accordance with this paragraph and there is no requirement on the Transporter to install Transporter Daily Read Equipment, then the User shall install User Daily Read Equipment instead.

1.5.11 Subject to paragraph 1.5.4, where (by reason of an increase in the Annual Quantity of a Supply Point ~~or a Supply Meter Point~~ at the start of the Gas Year, or a proposal that a Supply Meter Point be comprised in an Interruptible Supply Point) the Daily Read Requirement applies in respect of a Supply ~~Meter-Point~~ pursuant to paragraph 1.5.2(a) or 1.5.2(b), but is not satisfied:

(a) the Transporter will arrange for the satisfaction of such requirement (by installation of Transporter Daily Read Equipment at the relevant Supply Meter), as soon as reasonably practicable, and will inform the Registered User when the Daily Read Requirement is satisfied; and the installation for the purposes of this paragraph 1.5.9 of Daily Read Equipment will not be Siteworks; and

(b) the relevant date for the purposes of paragraph 1.11.2 shall be the date on which the Supply Meter becomes Daily Read and the period referred to in that paragraph shall be 2 and not 3 months.

1.5.12 Where a User submits (pursuant to the provisions of this paragraph 1.5) a Supply Point Nomination (including a Renomination) pursuant to which an NDM Supply ~~Meter-Point~~ is to become a DM Supply ~~Meter-Point~~:

(a) where in relation to ~~the any~~ Supply Meter Point to be comprised in the DM Supply Point ~~Component~~:

(i) the Supply Meter was Daily Read during the period of 12 months preceding the date of submission of the Supply Point Nomination; and

(ii) the Transporter and the User have not agreed that insufficient Valid Meter Readings (in accordance with Section M4) were obtained in the months of October to May in such period of 12 months,

the Nominated Supply Point Capacity shall be not less than the Preceding Year Maximum Quantity in accordance with paragraphs 5.2.3 and 5.2.4, but

Modification 0428: Single Supply Meter Points

paragraph 5.2.3(b) shall be read as though references to a Supply Meter Point being DM were to the relevant Supply Meter being Daily Read;

- (b) where paragraph (i) does not apply, the Nominated Supply Point Capacity shall not be less than the User's estimate (made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care) of the maximum quantity of gas to be offtaken from the Total System at the DM Supply Point ~~Component~~ on any Day in the next 12 months, on the basis of reasonable assumptions as to weather conditions;
- (b) the Supply Meter Point will become a DM Supply Point with effect from the Supply Point Registration Date; and
- (c) in relation to a DM Supply Meter Point with User Daily Read Equipment installed and irrespective of the Registered User:
 - (i) where the Prevailing Supply Point Capacity is equal to or greater than the previous NDM Supply Point Capacity, Supply Point Ratchet Charges will not be levied until the first anniversary from the date of registration of the Registered User Supply Point Capacity; or
 - (ii) where the Registered User Supply Point Capacity is lower than the previous NDM Supply Point Capacity, Supply Point Ratchet Charges will be levied.

1.5.13 Without prejudice to the other provisions of paragraph 1.5, a Supply Point which (pursuant to paragraph 7.3.5) comprises a New Supply Meter Point ~~which (pursuant to paragraph 7.3.5) is included in a Supply Point~~ shall be classified as a DM Supply Meter Point, even though the Supply Meter is not Daily Read, where there is a Daily Read Requirement in accordance with paragraph 1.5.2 in respect of the Supply Meter at the New Supply Meter Point but for any reason (other than due to an act or omission of the Registered User) Daily Read Equipment is not installed at the Supply Meter, or if installed is not operational in accordance with Section M4.1.7.

1.6 Annual Quantity

1.6.1 For the purposes of this paragraph 1.6:

- (a) the "**relevant Gas Year**" is the Gas Year in which the Annual Quantity of a Supply Meter Point is to apply;
- (b) the "**preceding Gas Year**" is the Gas Year ending at the start of the relevant Gas Year;
- (c) the "**AQ Review Date**" is a date which the Transporters determine but shall in any event be no later than 31 May in the preceding Gas Year; and
- (d) the "**User Provisional Annual Quantity**" is the Registered User's determination of what the Provisional Annual Quantity in respect of a Supply Meter Point should be.

1.6.2 For each relevant Gas Year no later than the AQ Review Date the Transporter shall determine the Provisional Annual Quantity in respect of each Supply Meter Point. The "**Provisional Annual Quantity**" shall be either:

Modification 0428: Single Supply Meter Points

- (a) in respect of an NDM Supply Meter Point ~~in respect of which the Supply Meter Point~~ which has been Isolated at any time during the Relevant Metered Period or for a DM Supply Meter Point in respect of which the Supply Meter Point has been Isolated at any time during the period of 12 months ending on the AQ Review Date the Annual Quantity applicable for the preceding Gas Year;
- (b) in respect of a DM Supply Meter Point, where paragraph (a) does not apply, where there are Supply Meter Point Daily Quantities for each Day in the period of 12 months ending on the AQ Review Date, the sum of such Supply Meter Point Daily Quantities;
- (c) in respect of an NDM Supply Meter Point where paragraph (a) does not apply or where Section H3.2.4 does not apply, the quantity assumed to be offtaken in a period of 12 months, determined in accordance with Section H3; or
- (d) in respect of a Supply Meter Point where paragraphs (a), (b) and (c) do not apply, the Annual Quantity applicable for the Preceding Year unless the Supply Meter Point comprised in such Supply Point is a New Supply Meter Point in which case the Provisional Annual Quantity shall be the estimated quantity provided by the first Registered User in accordance with paragraph 7.3.6.

1.6.3 The Transporter shall no later than 31 May in the preceding Gas Year for Smaller Supply Meter Points and 30 June in the preceding Gas Year for Larger Supply Meter Points in respect of each Supply Meter Point notify to the Registered User the Provisional Annual Quantity in respect of the relevant Gas Year and supporting details including:

- (a) the Supply Meter Point Reference Number; and
- (b) where available, the Meter Readings used by the Transporter to determine the Provisional Annual Quantity.

1.6.4

(a) Subject to paragraph 1.6.4(f), following the notification of the Provisional Annual Quantity the Registered User may, subject to paragraph (c) and where the provisions of paragraph (b) apply:

- (i) in the case of a Smaller Supply Point where it considers that the Provisional Annual Quantity should be greater or lesser than the Provisional Annual Quantity notified by the Transporter by not less than 5%; or
- (ii) in respect of any Larger Supply Point

not later than 13 August in the preceding Gas Year notify the Transporter that it considers that the Provisional Annual Quantity does not satisfy the requirement in paragraph 1.6.6 ("User Provisional Annual Quantity").

- (b) The provisions referred to in paragraph 1.6.4(a) are:
 - (i) that the Registered User reasonably considers that the Transporter's calculation of the Provisional Annual Quantity is derived from:

Modification 0428: Single Supply Meter Points

- (1) Meter Readings that are incorrect or were taken prior to Meter Readings available to the Registered User; or
 - (2) materially incorrect details of the Supply Meter Installation for the relevant Supply Meter Point;
- (ii) where the Transporter has determined the Provisional Annual Quantity in accordance with paragraph G1.6.2(a) or G1.6.2(d).
- (c) Where, in respect of any Supply Point, the Registered User notifies the Transporter of a User Provisional Annual Quantity in accordance with paragraph 1.6.4(a) the Registered User shall warrant that:
 - (i) in reviewing the Provisional Annual Quantity it has applied a methodology that:
 - (1) is consistent to all Supply Points for which it is the Registered User; and
 - (2) does not materially differentiate in its treatment of Supply Points where the User Provisional Annual Quantity may be greater than the Provisional Annual Quantity notified by the Transporter and Supply Points where the User Provisional Annual Quantity may be less than the Provisional Annual Quantity notified by the Transporter; and
 - (ii) it has notified the Transporter of all User Provisional Annual Quantities resulting from the application of the methodology referred to in sub-paragraph (i) above that satisfy the requirements set out in paragraph 1.6.4.
- (d) The Transporter will be entitled to reject without consideration, notice or liability any notification by a User which does not comply with the requirement in paragraph 1.6.4.
- (e) The limitations upon notification contained in paragraph 1.6.4(a)(i) shall not apply where the User Provisional Annual Quantity will result in a Smaller Supply Point being re-classified as a Larger Supply Point.
- (f)
 - (i) For the purposes of this paragraph 1.6.4(f)
 - (ii) The AQ Amendment Submission Profile Cap is the maximum number of notifications (“**AQ Amendments**”) that a User may submit per Business Day no earlier than 31 May and no later than 13th August in any Gas Year in accordance with paragraph 1.6.4(a) following notification of the Provisional Annual Quantity
 - (iii) The “Guidelines to optimise the use of AQ Amendment system capacity” document is a document prepared by the Transporter Agent, following consultation with Users which provides guidance on and establishes the methodology by which AQ Amendment Submission Profile Cap for each User shall be determined by the Transporters;

Modification 0428: Single Supply Meter Points

- (iv) Prior to the notification of the Provisional Annual Quantity pursuant to paragraph 1.6.3 the Transporter shall issue to all Users a notification setting out the maximum number of AQ Amendments, that a User may submit per Business Day, which shall be not less than 500 together with the aggregate number of AQ amendments that may be submitted by all Users per Business Day up to the 13th August in any Gas Year
- (v) The AQ Amendment Submission Profile Cap shall be a number per User notified to each User by the Transporter in accordance with the “Guidelines to optimise the use of AQ Amendment system capacity” which shall be based upon the aggregate number of a Users Registered Supply Meter Points as at 1 April in any Gas Year as a proportion of all registered Supply Meter Points held by all Users at the same date
- (vi) The Transporters will not be obliged to process any AQ Amendment per User in excess of the AQ Amendment Submission Profile Cap or in respect of the aggregate number of AQ Amendments Submission Profile Caps for all Users per Business Day.

1.6.5 When submitting a notification pursuant to paragraph 1.6.4, the Registered User:

- (a) shall specify, evidence as required by the Transporter including:
 - (i) the Supply Meter Point Reference Number;
 - (ii) two Meter Readings in accordance with Section H3;
 - (iii) where there has been one or more meter exchanges at the Supply Meter Point, two Meter Readings for each meter exchange which falls within the period between the Meter Read Dates of the two Meter Readings in paragraph (a)(ii); and
- (iv) the User Provisional Annual Quantity.
- (b) where the Supply Meter Point has a Provisional Annual Quantity of greater than 293,000 kWh (*10,000 therms*), may specify (but shall not be required to specify) in addition to the Meter Readings in paragraph (a)(ii):
 - (i) two Meter Readings, for which one of the Meter Read Dates falls within a period from 1 November to 31 December of the preceding Gas Year and the other Meter Read Date falls within a period from 1 March to 30 April of the preceding Gas Year;
 - (ii) where there has been one or more meter exchanges at the Supply Meter Point, two Meter Readings for each meter exchange which falls within the period between the Meter Read Dates of the two Meter Readings in paragraph (b)(i); and
 - (iii) an estimate of the quantity offtaken derived from the two Meter Readings in paragraph (b)(i); and
- (c) shall record evidence (and shall make such evidence available for inspection where reasonably requested) to support the applicable provision of paragraph 1.6.4(b) and the warranty given pursuant to paragraph 1.6.4(c)

Modification 0428: Single Supply Meter Points

and if the Registered User fails to comply with this paragraph then the notification pursuant to paragraph 1.6.4 will be rejected and the Registered User shall be notified of such rejection.

- 1.6.6 The requirement referred to in paragraph 1.6.4 is that the Provisional Annual Quantity, User Provisional Annual Quantity or Annual Quantity of a Supply ~~Meter~~ Point should represent reasonable assumption(s) as to the quantity offtaken (or, in the case of a Supply Point comprising either a New Supply Meter Point or a Supply Meter Point notified to the Transporter under paragraph 1.6.13(a)(ii), which would have been offtaken) from the Total System in the period of 12 months by reference to which the Provisional Annual Quantity, User Provisional Annual Quantity and the Annual Quantity is determined. The variable that determines the End User Category of the Supply Point should reflect reasonable assumptions as to the quantity offtaken from the Total System during the period from 1 December to 31st March in the preceding Gas Year.
- 1.6.7 The "**Annual Quantity**" of a Supply ~~Meter~~ Point shall be either:
- (a) where following a notification under paragraph 1.6.4 the Transporter considers that the requirement in paragraph 1.6.6 is satisfied the User Provisional Annual Quantity; or
 - (b) where paragraph (a) does not apply, the Provisional Annual Quantity.
- 1.6.8 ~~Not Used~~The "**Annual Quantity**" of a Supply Point or a Supply Point Component is the sum of the Annual Quantities for each Supply Meter Point comprised in that Supply Point or Supply Point Component.
- 1.6.9 Subject to paragraph 1.6.2, where a DM Supply ~~Meter~~ Point becomes an NDM Supply ~~Meter~~ Point or an NDM Supply ~~Meter~~ Point becomes a DM Supply ~~Meter~~ Point the Annual Quantity of the Supply ~~Meter~~ Point shall not be affected by a change in its status to NDM or DM.
- 1.6.10 Subject to paragraph 1.6.2, where a Supply Meter Point is Isolated the Annual Quantity for the ~~at~~ Supply ~~Meter~~ Point in which it is comprised shall remain unchanged.
- 1.6.11 For the purposes of this paragraph 1.6.11, the "**Effective Period**" shall mean the Gas Year excluding the period of time commencing from and including 1 August until and including 14 September. Where a Supply Point Confirmation made in respect of a Larger Supply Point becomes or will become effective during the Effective Period the Proposing User may during the Effective Period but not later than 23 Business Days after the Supply Point Registration Date nor more than 7 Business Days earlier, notify the Transporter that the Proposing User considers the Annual Quantity of a Proposed Supply ~~Meter~~ Point or (as the case may be) variable that determines the End User Category of the Supply Point (pursuant to Section H 1.2), ~~comprised in the Proposed Supply Point~~ fails to satisfy the requirement in paragraph 1.6.6 and shall have the right to appeal the Annual Quantity under paragraph 1.6.13(a)(i).
- 1.6.12 The Transporter shall not later than 14 September in the preceding Gas Year notify to the Registered User the Annual Quantity for each Supply ~~Meter~~ Point for the relevant Gas Year and the applicable End User Category (where appropriate) in respect of each Supply Point.

Modification 0428: Single Supply Meter Points

1.6.13 Where following the notification of the Annual Quantity further to paragraph 1.6.12:

(a) in respect of any Larger Supply ~~Meter~~ Point, the Registered User may not later than 31 July of the relevant Gas Year (or in the case of Larger Supply ~~Meter~~ Points under paragraph 1.6.11, 23 Business Days after the Supply Point Registration Date during the Effective Period) notify the Transporter that the Registered User considers that the Annual Quantity of that Supply ~~Meter~~ Point fails to satisfy the requirement in paragraph 1.6.6 either:

- (i) on the basis of substantial evidence as to the actual consumption of gas; or
- (ii) because of a change in the Consumer's Plant which results in a change in the basis on which gas is consumed;

(b) notwithstanding the Registered User's right to appeal in paragraph (a), in respect of any Larger Supply ~~Meter~~ Point, the Registered User may not later than 31 July in the relevant Gas Year notify the Transporter that the Registered User considers that the Annual Quantity of a Supply ~~Meter~~ Point fails to satisfy the requirement in paragraph 1.6.6 provided that the Registered User may only so notify the Transporter in the case of:

- (i) a Larger Supply ~~Meter~~ Point where the Registered User's reasonable estimate of the Annual Quantity, is equal to or less than 50% of the Annual Quantity or is equal to or greater than 200% of the Annual Quantity; and
- (ii) a Smaller Supply ~~Meter~~ Point, where the User considers that it should be a Larger Supply ~~Meter~~ Point;

(c) where a Registered User so notifies the Transporter:

- (i) pursuant to paragraph (a)(i) or paragraph (b) and the Registered User shall with such notice provide to the Transporter details as set out in paragraph 1.6.5 together with the Registered User's reasons or evidence for its view and a reasonable estimate of the quantity or (as the case may be) value which the Registered User considers should be the Annual Quantity or such variable of such Supply ~~Meter~~ Point; and in the case of paragraph (a)(i) in respect of a Larger Supply Point with an Annual Quantity greater than 293,000 kWh (*10,000 therms*) where a change of gas supplier has occurred, such details may be provided to the Transporter by use of the table in the format specified in Annex G3;
- (ii) pursuant to paragraph (a)(ii) the Registered User shall with such notice provide to the Transporter in a format specified by the Transporter details of the Registered User's reasons or evidence for its view and a reasonable estimate of the quantity or (as the case may be) value which the Registered User considers should be the Annual Quantity or such variable of such Supply ~~Meter~~ Point;

(d) the Transporter will consider the details provided by the Registered User under paragraph (c), and where it is satisfied that the Annual Quantity or such variable notified to the Registered User pursuant to paragraph 1.6.12 fails to satisfy the requirement in paragraph 1.6.6 and that estimate of the Annual Quantity provided by the Registered User satisfies the requirement in paragraph 1.6.6, then the Transporter shall substitute

Modification 0428: Single Supply Meter Points

the Annual Quantity with that estimate of the Annual Quantity (subject to paragraph 1.6.15 or (as the case may be) variable for the relevant Gas Year).

1.6.14 Where the Transporter agrees to revise the Annual Quantity or End User Category under paragraph 1.6.13(d) or paragraph 1.6.17:

(a) the Registered User may submit a Supply Point Reconfirmation (in accordance with paragraph 2.2.3) in respect of the relevant Supply Point on the basis of the revised Annual Quantity or End User Category;

(b) with effect from the Supply Point Registration Date in respect of such Supply Point Reconfirmation, Supply Point Transportation Charges, UDQOs and Energy Balancing Charges (so far as to be determined by reference to or directly or indirectly a function of Annual Quantity or End User Category) shall be determined by reference to the revised Annual Quantity or End User Category;

(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 Transporter pursuant to the foregoing provisions of this paragraph 1.6 unless and until any revision is made pursuant to paragraph (a).

1.6.15 Where the Transporter notifies any Registered User of that Supply ~~Meter~~-Point in the relevant Gas Year that a material error has been made in the calculation of any such Annual Quantities or any variables, the Transporter and the User concerned will discuss in good faith the manner in which and time at which such error may be corrected, having regard in particular to the need to ensure that the Registered User continues to enjoy the benefit (in relation to the corrected Annual Quantity) of this paragraph 1.6.

1.6.16 A User which is the Registered User of a Smaller Supply ~~Meter~~-Point, in relation to which the Supply Point Premises are premises in respect of which the conditions of Condition 22 of the Supplier's Licence are satisfied, may make an election for the purposes of this paragraph by submitting to the Transporter at any time a notice of such election.

1.6.17 Where a Registered User makes an election pursuant to paragraph 1.6.16, the Supply ~~Meter~~-Point shall be a Larger Supply ~~Meter~~-Point and the Transporter shall agree to revise the Annual Quantity pursuant to paragraph 1.6.14.

1.6.18 The Transporters shall publish, by the dates specified in paragraph 1.6.20, a report containing the following information in respect of each User (on a non attributable basis):

(a) in aggregate across all End User Categories:

(i) the number of applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.4) for an increase in the Provisional Annual Quantity and for a decrease in the Provisional Annual Quantity;

(ii) the number of such successful applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.7) that resulted in a User

Modification 0428: Single Supply Meter Points

Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity;

the number of Speculative Calculation enquiries made by the User during the preceding Gas Year;

- (b) by each End User Category:
 - (i) the number of Supply ~~Meter~~ Points where the Annual Quantity has increased or decreased as a result of the successful applications referred to in 0 shown as a percentage of the total number of Supply ~~Meter~~ Points in that End User Category;
 - (ii) the change to the Annual Quantity in aggregate (expressed in kWh) that has occurred due to the increases or decreases as a result of the successful applications referred to in (a)(ii);
 - (iii) the number of Supply Points that have moved from one End User Category to another End User Category as result of the successful applications referred to in (a)(ii);
- (c) by each LDZ, the number of such successful applications made by the User during the User AQ Review Period (in accordance with paragraph 1.6.7) that resulted in a User Provisional Annual Quantity shown by the resulting increase and decrease in comparison to the Provisional Annual Quantity.

1.6.19 For the purposes of paragraph 1.6.18:

- (a) **“User AQ Review Period”** is the period during which the User may apply for a User Provisional Annual Quantity in accordance with 1.6.4(a), commencing on the AQ Review Date and ending on the 13 August in the preceding Gas Year;
- (b) **“Speculative Calculation”** means an estimate of the Annual Quantity of a Supply Point derived by the User, using relevant Meter Reads for the Supply Point and the speculative calculator tool which is available for use within UK Link.

1.6.20 The dates for the publication of the information to be contained in the report in accordance with paragraph 1.6.18 shall be in the case of:

- (a) paragraph 1.6.18(a) and (b), by no later than:
 - (i) 1 July, in respect of Smaller Supply ~~Meter~~ Points on an interim basis;
 - (ii) 1 August, in respect of Larger Supply ~~Meter~~ Points on an interim basis; and
 - (iii) 1 November in respect of all Supply ~~Meter~~ Points on a final basis;in each case in the relevant Gas Year.
- (b) paragraph 1.6.18(c), by no later than 1 November in the relevant Gas Year, in respect of all Supply ~~Meter~~ Points on a final basis.⁴⁵

⁴ Implementation of modification 0378 effective 06:00hrs on a date to be determined, will amend paragraphs 1.6.18, 1.6.19 & 1.6.20.

Modification 0428: Single Supply Meter Points

1.7 Shared Supply Meter Points

1.7.1 Subject to and in accordance with this paragraph 1.7, a ~~DM~~ Supply Meter Point may be comprised in more than one DM Supply Point if the Registered Users in respect of such Supply ~~Meter-Points~~ have submitted to the Transporter a notification confirming that they wish to be sharing Registered Users and specifying (in accordance with paragraph 1.7.6) the basis on which the quantity of gas offtaken each Day from the Supply Meter Point(s) comprised in such Supply Points is to be apportioned between such Users.

1.7.2 For the purposes of the Code:

- (a) a "**Shared Supply Meter Point**" is a Supply Meter Point which is pursuant to this paragraph 1.7 comprised in more than one Supply Point;
- (b) "**Sharing Registered Users**" are the Users which are the Registered Users of a Shared Supply Meter Point;
- (c) a "**Shared Supply Meter Point Notification**" is a notification given for the purposes of paragraph 1.7.1;
- (d) "**Shared Supply Meter Point Procedures**" are procedures established by the Transporter pursuant to paragraph 1.7.16

and for the purposes of this paragraph 1.7 a "**relevant**" Supply Point ~~or DM Supply Point Component~~ is a Supply Point comprising ~~or DM Supply Point Component~~ which includes a Shared Supply Meter Point.

1.7.3 Paragraph 1.7.1 applies only in respect of:

- (a) a Supply Meter Point which at 1 March 1996 was comprised in more than one Supply Point; or
- (b) a Supply Meter Point in relation to which the following conditions are satisfied:
 - (i) the Supply Meter Point is not part of a Sub-deduct Arrangement; and
 - (ii) the ~~aggregate of the~~ Annual Quantities of the Supply Meter Point ~~and each other Supply Meter Point~~ comprised in ~~each~~ the relevant Supply Point exceeds 58,600,000 kWh (2,000,000 therms);⁵
 - (iii) ~~there is no NDM Supply Point Component of any relevant Supply Point; and~~
 - (iv) ~~every other Supply Meter Point comprised in any relevant Supply Point is also a Shared Supply Meter Point subject to the same basis of apportionment.~~

1.7.4 ~~Not Used~~ Where there is a Shared Supply Meter Point the Single Premises Requirement shall apply to each of the relevant Supply Points (and accordingly the Supply Point Premises shall be the same for each such Supply Point).

1.7.5 A Shared Supply Meter Point may be comprised in a Firm Supply Point and in an Interruptible Supply Point.

⁵ Implementation of modification 0378 effective 06:00hrs on a date to be determined, will add new paragraph 1.6.26.

Modification 0428: Single Supply Meter Points

- 1.7.6 A Shared Supply Meter Point Notification may provide for the allocation of gas offtaken at the Shared Supply Meter Point(s) to be determined each Day:
- (a) by the Transporter, under standing instructions notified to the Transporter in advance by the Sharing Registered Users, in accordance with paragraph 1.7.7;
 - (b) by a person appointed as User Agent on behalf of each Sharing Registered User, in accordance with paragraph 1.7.8.
- 1.7.7 A Shared Supply Meter Point Notification under paragraph 1.7.6(a) shall provide for allocation between the Sharing Registered Users either:
- (a) in the case of an LDZ Supply Point in tranches, in other words on the basis that the quantity of gas offtaken each Day which:
 - (i) does not exceed an amount;
 - (ii) exceeds an amount but does not exceed a higher amount; or
 - (iii) exceeds an amountin each case specified in the Shared Supply Meter Point Notification, is to be allocated to one of such Users, provided that such amounts shall be specified so that the whole quantity of gas offtaken each Day shall be allocated to one or more of such Users; or
 - (b) in the case of an NTS Supply Point, or LDZ Supply Point where none of the Supply Points in which the Shared Supply Meter Point is comprised is Interruptible, in percentages (aggregating 100%) specified in such notification.
- 1.7.8 A Shared Supply Meter Point Notification under paragraph 1.7.6(b) shall provide for the appointment (with effect from a single date) of one person (a "**Sharing Registered User Agent**") as User Agent by all Sharing Registered Users for the purposes of:
- (a) informing the Transporter of the portions of the Supply Meter Point Daily Quantity to be allocated to each of them in respect of each Day and for the purpose of paragraph 1.7.9; and
 - (b) complying with all Partial Interruption Rules and other provisions of paragraph 6 on behalf of all of the Sharing Registered Users.
- 1.7.9 Where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent:
- (a) the Transporter will notify the Supply Meter Point Daily Quantity to the User Agent not later than the specified time on the Day following the Gas Flow Day and (where such quantity is pursuant to any provision of the Code to be revised) may notify a revision of the quantity so notified to the User Agent not later than the specified time on the Exit Close Out Date;
 - (b) if, by the specified time on the Day following the Gas Flow Day, and (where the Transporter notifies a revision of the Supply Meter Point Daily Quantity to the User Agent) by the specified time on the Day on which the Transporter notifies such revision,

Modification 0428: Single Supply Meter Points

the User Agent has notified to the Transporter amounts, aggregating the Supply Meter Point Daily Quantity (as revised at the relevant time), to be allocated to the Sharing Registered Users:

- (i) the amounts so notified may be revised (provided they continue to aggregate the Supply Meter Point Daily Quantity, as revised at the relevant time) by the User Agent at any time before the specified time on the Exit Close Out Day;
 - (ii) the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users in the amounts so notified or such revised amounts so notified not later than the specified time on the Exit Close Out Day;
- (c) if, by the specified time on the Day following the Gas Flow Day, or by the specified time on any Day on which the Transporter notifies to the User Agent any revision of the Supply Meter Point Daily Quantity, the User Agent has not so notified to the Transporter such amounts, the Supply Meter Point Daily Quantity shall be allocated between the Sharing Registered Users:
- (i) in proportion to the Nominated Quantities under the Users' Output Nominations for the relevant ~~DM~~ Supply Point ~~Components~~ for the Day or (if such Nominated Quantity is zero for each such User) in proportion to the Registered Supply Point Capacities at each such ~~DM~~ Supply Point ~~Component~~; or
 - (ii) if the User Agent shall have notified the Transporter (not less than 15 Days before the Gas Flow Day) of proportions aggregating unity for the purposes of allocation in the circumstances contemplated in this paragraph (c) , in such proportions

provided that if the Transporter is reasonably satisfied that such omission of the User Agent resulted from an administrative error (by the agent) of an infrequent nature, the Transporter may permit the User Agent to submit (by such time, not later than the specified time, on the Exit Close Out Day as the Transporter may require) a late notification or revised notification for the purposes of paragraph (b);

- (d) such of the Code Communications which may be given under paragraphs 2, 3 and 4 as are specified in the Shared Supply Meter Point Procedures:
- (i) if to be given by the Transporter may be given to the User Agent;
 - (ii) if to be given by a User (other than a User who is not for the time being a Sharing Registered User) may only be given by the User Agent; and
- (e) if the Supply Meter Point Daily Quantity is allocated pursuant to paragraph (c) in respect of more than 12 Days in any Gas Year, the charges payable pursuant to paragraph 1.7.18 in respect of that Gas Year by the Sharing Registered Users shall be determined (in accordance with the Transportation Statement) as though the Shared Supply Meter Point Notification were under paragraph 1.7.6(a).

1.7.10 A Shared Supply Meter Point Notification:

Modification 0428: Single Supply Meter Points

- (a) shall be submitted and signed by each of the Users proposed to be Sharing Registered Users (but may be submitted in separate but identical counterparts provided such counterparts are submitted simultaneously);
- (b) shall specify:
 - (i) the identity of each of such Users and relevant Supply Meter Point Reference Numbers~~(s)~~;
 - (ii) the date, not earlier than 2 months (or such lesser period as the Transporter may specify in the Shared Supply Meter Point Procedures) after the notification is submitted, with effect from which such notification is to take effect;
 - (iii) (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which is intended that (following such notification) each Sharing Registered User should hold at ~~each relevant DM Supply Point Components which include Shared Supply Meter Points~~;
 - (iv) where a Shared Supply Meter Point Notification provides for the appointment of a Sharing Registered User Agent a default allocation methodology for the apportionment of Reconciliation Quantity among Existing Shared Registered Users in percentages (aggregating 100%) ("**Default Allocation Methodology**"); and
 - (v) if an application for Partial Interruption status in accordance with paragraph 6 is being made;
- (c) shall be conditional upon a Supply Point Confirmation, for a Proposed Supply Point Registration Date which is the same as the proposed effective date of such notification, being submitted at least 20 Business Days prior to the Proposed Supply Point Registration Date:
 - (i) by any User proposed in such notification to be a Sharing Registered User who is not already a Registered User of the relevant Supply Meter Point;
 - (ii) by at least one of the Users proposed in such notification to be a Sharing Registered User, if any Existing Registered User is not proposed (in such notification) to be a Sharing Registered Userand becoming effective (an Existing Registered User accordingly being taken to have consented to such notification if no Supply Point Objection is submitted by it);
- (d) may not be withdrawn unless another such notification is submitted by all the Sharing Registered Users to take effect from such withdrawal;
- (e) may not be modified other than by notification:
 - (i) signed by each of the Sharing Registered Users and any new Sharing Registered User;
 - (ii) specifying the modification;

Modification 0428: Single Supply Meter Points

- (iii) given not later than 2 months (or such lesser period as the Transporter may specify in the Shared Supply Meter Point Procedures) before the modification is required to take effect provided that no such modification shall be made with effect from a date less than 30 days after the preceding such modification; and
 - (iv) specifying (but without prejudice to the terms on which Users may apply for or increase or reduce Supply Point Capacity) the Supply Point Capacity which it is intended that (following such modification) each Sharing Registered User should hold at each relevant ~~the DM Supply Point Components which include the Shared Supply Meter Point~~; and
 - (f) shall take effect, where the Shared Supply Meter Point Procedures require it to take effect, as a Supply Point Nomination made by each of the Sharing Registered Users.
- 1.7.11 A Supply Point Confirmation (other than a Supply Point Reconfirmation) in respect of a Proposed Supply Point which comprises~~includes~~ a Shared Supply Meter Point will be rejected unless the requirements of this paragraph 1.7 are complied with.
- 1.7.12 Paragraph 6.11 applies in the case where an Interruptible Supply Point includes a Shared Supply Meter Point.
- 1.7.13 Subject to Section M1.7.2, the liability of the Sharing Registered Users in respect of a Shared Supply Meter Point for obligations under the Code shall be several:
- (a) in the proportions in which they hold Supply Point Capacity at the relevant DM ~~Supply Point Components which include such Supply Meter Point~~; or
 - (b) if a Sharing Registered User Agent has notified (but so that paragraph 0 and (e)0 shall be deemed to apply to such notification) to the Transporter proportions (aggregating unity) for the purposes of this paragraph 1.7.13, in such proportions
- except in the case of any such obligation which is not capable of being so divided, in which case the liability of the Sharing Registered Users shall be joint.
- ~~1.7.14 Not Used. In respect of LDZ Supply Points where the rate of any Supply Point Transportation Charge is a function of Supply Point Capacity, the rate of such charge payable by a Sharing Registered User shall be determined on the basis of the aggregate of the Supply Point Capacities held by each Sharing Registered User at the relevant Firm DM Supply Point Components.~~
- 1.7.15 The whole of the Annual Quantity of a Shared Supply Meter Point shall be counted (without any apportionment) in determining the Annual Quantity of each relevant Supply Point ~~and relevant DM Supply Point Component~~.
- 1.7.16 For the purposes of this paragraph 1.7:
- (a) the Transporter will, after consultation with Users, prepare and from time to time revise (subject to prior approval by Panel Majority of the Uniform Network Code Committee) and publish reasonable procedures to apply in respect of Shared Supply Meter Points;
 - (b) Sharing Registered Users shall comply and (in the case of a Sharing Registered User Agent) procure that such User Agent complies with such procedures;

Modification 0428: Single Supply Meter Points

(c) the procedures may specify the form of Shared Supply Meter Point Notifications;

(d) the procedures may provide that, where a person appointed as User Agent by all of the Sharing Registered Users submits on their behalf all of the Code Communications required to notify and give effect to a modification to a Shared Supply Meter Point Notification, the period of notice required under paragraph 0 shall be less than would otherwise be required;

(e) in relation to any provision of paragraph 1.7.9, the specified time is the time specified (in relation to such provision) in such procedures; and

(f) the procedures shall specify that the Sharing Registered User Agent may vary the Default Allocation Methodology in accordance with paragraph 1.7.10(e).

1.7.17 All Code Communications made pursuant to paragraphs 1 to 3 of this Section G relating to a Supply Meter Point which is a Shared Supply Meter Point, or (with effect from such time as is specified in the Shared Supply Meter Point Procedures) is subject to a Shared Supply Meter Point Notification which has not yet become effective, shall be given as Conventional Notices.

1.7.18 Sharing Registered Users shall pay charges in respect of Shared Supply Meter Point Notifications in accordance with the prevailing Transportation Statement.

1.7.19 Where a Sharing Registered User submits a Supply Point Withdrawal which becomes effective pursuant to paragraph 3.2.4:

(a) where only one of the Sharing Registered Users remains the Registered User of the Shared Supply Meter Point:

(i) it shall cease to be a Shared Supply Meter Point with effect from the effective date of the withdrawal (and with effect therefrom all gas offtaken at such point shall be allocated to the remaining Registered User);

(ii) partial interruption status at such Supply Point shall transfer to such remaining Registered User;

(b) where more than one of the Sharing Registered Users remain Registered Users of the Shared Supply Meter Point:

(i) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(a), such notification shall be deemed to have been modified (with effect from the effective date of the withdrawal, but subject to any intervening modification made by the remaining Sharing Registered Users) as follows:

(1) where the notification provides for allocation under paragraph 1.7.7(a), the upper and lower limits of any higher tranche of any remaining Sharing Registered Users shall be reduced by the amount of the tranche associated with the Withdrawing User, or where the tranche of the Withdrawing User was the tranche within paragraph 1.7.7(a)(iii), the highest tranche of any remaining Sharing Registered User shall cease to have an upper limit and shall become the tranche within paragraph 1.7.7(a)(iii) (a higher tranche being a tranche having a lower limit not less than the

Modification 0428: Single Supply Meter Points

upper limit of the Withdrawing User, and the highest tranche being the tranche having the highest upper limit);

(2) where the notification provides for allocation under paragraph 1.7.7(b), the percentages of the remaining Sharing Registered Users shall be increased pro rata so as to aggregate 100%;

(ii) in the case of a Shared Supply Meter Point Notification under paragraph 1.7.6(b), no quantity may be allocated by the Sharing Registered User Agent to the Withdrawing User on or after the effective date of the withdrawal;

1.7.20 Where the Transporter has given Termination Notice (under Section V4) to a User which was a Sharing Registered User, such User shall be deemed to have submitted a Supply Point Withdrawal for the purposes of paragraphs 1.7.19(a) and (b).

1.7.21 Where there is Partial Interruption status at a Supply Point which comprises a Shared Supply Meter Point and where there is Shared Supply Meter Point Notification which proposes to change the number or identity of any Sharing Registered Users, or a Supply Point Withdrawal, such Partial Interruption status shall be revoked upon the date such Shared Supply Meter Point Notification or Supply Point Withdrawal is approved but the Sharing Registered User Agent may re-apply for Partial Interruption in accordance with paragraph 1.7.8(b).

1.8 Sub-deduct Arrangements

1.8.1 For the purposes of the Code:

(a) a "**Sub-deduct Arrangement**" is an arrangement of pipes and meters, installed before 1 March 1996, which National Grid recognised on such date as being such an arrangement, by which a part of the gas which is conveyed by a System to premises for the purposes of supply to those premises, is further conveyed to other premises for the purposes of supply to those other premises;

(b) the System Point at which a meter comprised in the Sub-deduct Arrangement is installed, and upstream of which no other meter comprised in such arrangement is installed, shall be a Supply Meter Point (the "**Primary Supply Meter Point**");

(c) the Primary Supply Meter Point is not a Connected System Exit Point;

(d) the gas conveyed in a Sub-deduct Arrangement may be conveyed:

(i) by a person (other than the Transporter) exempted pursuant to but subject to the conditions of any order under Section 6A of the Act granting exemption from paragraph (a) of Section 5(1) of the Act, in which case (irrespective of whether such conditions are complied with) the Sub-deduct Arrangement does not form part of a System;

(ii) by the Transporter, in which case the Sub-deduct Arrangement forms a part of a System; and

(e) in a Sub-deduct Arrangement:

Modification 0428: Single Supply Meter Points

- (i) each of the meters referred to in paragraph (a) (other than a check meter in accordance with paragraph (iii) and the Supply Meter installed at the Primary Supply Meter Point, is a "**relevant meter**";
- (ii) a relevant meter (meter 'B') is "**dependent**" on another (meter 'A') where meter B is downstream of meter A and there is no relevant meter between meter A and meter B;
- (iii) a meter is a check meter where all gas which flows through the meter also flows through one or more meters (in such arrangement) downstream of that meter.

1.8.2 Where a Sub-deduct Arrangement forms part of a System:

- (a) each of the points in the Sub-deduct Arrangement at which gas is offtaken from the Total System for the purposes of supply to premises is a Supply Meter Point; and
- (b) the point of offtake for each such Supply Meter Point shall be the point determined as the point of offtake in accordance with Section J3.7.1, and title and risk in gas offtaken from the Total System shall pass accordingly.

1.8.3 Where a Sub-deduct Arrangement does not form part of a System:

- (a) for the further purposes of this paragraph 1.8, the Primary Supply Meter Point shall be treated (for the purposes of the Code, but subject to paragraphs (b) and (d)) as being a number of Supply Meter Points each of which shall be associated with one relevant meter and so identified (by a unique reference) in the Supply Point Register;
- (b) the point of offtake in respect of each such Supply Meter Point shall be the point of offtake in accordance with Section J3.7.1 in respect of the Primary Supply Meter Point, and title and risk in gas offtaken from the Total System shall pass accordingly; and (for the purposes of Section J) the provisions of paragraph 1.8.5 and of Section G shall have effect for the purposes of determining which Users are offtaking gas from the Total System at that point, and in what proportions;
- (c) none of such Supply Meter Points shall be treated as being a Shared Supply Meter Point; and
- (d) no provision of this paragraph 1.8, nor the fact that the Supply Point Register records details in respect of the Supply Meter Points which are (pursuant to paragraph (a)) treated as existing at the Primary Supply Meter Point, shall be taken to imply that any User has arranged with the Transporter for the conveyance of gas beyond the Primary Supply Meter Point.

1.8.4 Where there is a Sub-deduct Arrangement:

- (a) each of the Supply Meter Points (including the Primary Supply Meter Point) referred to in paragraph 1.8.2(a), or (as the case may be) treated as existing in accordance with paragraph 1.8.3(a), is a "**Sub-deduct Supply Meter Point**";
- (b) each relevant meter shall for the purposes of Section M2 be treated as a Supply Meter (a "**Sub-deduct Supply Meter**") provided by the Transporter; provided that:

Modification 0428: Single Supply Meter Points

- (i) the same person must be appointed as Meter Reader in respect of all Non-Daily Read Sub-deduct Supply Meters in a particular Sub-deduct Arrangement;
- (ii) the Meter Reading Frequency in respect of each Non-Daily Read Sub-deduct Supply Meter shall be the Meter Reading Frequency of the primary Non-Daily Read NDM Sub-deduct Supply Meter;
- (iii) where reasonably practicable, the Meter Reads for all Non-Daily Read Sub-deduct Supply Meters shall be undertaken on the same Day as a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter; and a Meter Reading in respect of any Non-Daily Read Sub-deduct Supply Meter shall not be a Valid Meter Reading unless Meter Reads were undertaken for all Non-Daily Read Sub-deduct Supply Meters within a period of 5 Business Days commencing on the Day 2 Business Days before the Day of a Meter Read in relation to the primary Non-Daily Read Sub-deduct Supply Meter;
- (iv) where the Transporter is the person appointed (pursuant to paragraph (i) as Meter Reader, the Transporter agrees that its charges to Registered Users for Meter Reads at Non-Daily Read Sub-deduct Supply Meters (other than the primary such meter) will not be increased if the Meter Reading Frequency under paragraph (ii) is greater than that which would otherwise be required under Section M.3;
- (c) for the purposes of paragraph (b) the primary Non-Daily Read Sub-deduct Supply Meter is the Non-daily Read Sub-deduct Supply Meter which is furthest upstream in the Sub-deduct Arrangement (and for the avoidance of doubt may be the relevant meter at the Primary Supply Meter Point);
- (d) each Sub-deduct Supply Meter Point shall have a separate Annual Quantity, and may be the subject of separate Supply Point Nominations and/or Supply Point Confirmations and may be comprised in a separate Supply Point;
- (e) the details in the Supply Point Register will reflect the premises at which each Sub-deduct Supply Meter is actually located, ~~and (in the case of a Sub-deduct Arrangement which forms part of a System) the Single Premises Requirement will apply accordingly;~~ and
- (f) the Registered User of a Supply Point which includes a Sub-deduct Supply Meter Point is a "**Sub-deduct Registered User**".

1.8.5 Upon any Meter Reads in respect of the relevant meters in a Sub-deduct Arrangement:

- (a) in respect of each Sub-deduct Supply Meter there shall be attributed to the Sub-deduct Registered User a volume (the "**Sub-deduct Volume**") determined as the Metered Volume in respect of the associated relevant meter less the sum of the Metered Volumes for all dependent relevant meters;
- (b) the Metered Quantity determined in respect of each Sub-deduct Supply Meter in accordance with Section M1.4.4 will be determined on the basis of the Sub-deduct Volume.

Modification 0428: Single Supply Meter Points

1.8.6 In the case of a Sub-deduct Arrangement which forms part of a System, the Transporter reserves the right at its cost to undertake works to extend the relevant System by laying additional pipes so as to cause any Sub-deduct Supply Meter Point to cease to be comprised in the relevant Sub-deduct Arrangement; provided that the Transporter will not undertake such works without first obtaining the consent (not to be unreasonably withheld) of the Registered User of each Supply Point affected thereby and in undertaking such works will endeavour to minimise the disruption to the offtake of gas from the relevant System at such Supply Points (but subject thereto will not be in breach of its obligation to make gas available for offtake from the Total System by reason of the carrying out of such works).

1.8.7 Where, in relation to any relevant meter which is Daily Read, there is any dependent meter which is not Daily Read, the Supply Meter-Point comprising the Meter Point at which such meter is installed shall (notwithstanding that such meter is Daily Read and notwithstanding any other provision of the Code), unless otherwise agreed between the Transporter and the Registered User, be an NDM Supply Meter-Point.

1.9 Supply Point Register

1.9.1 Each Transporter has established and (without prejudice to paragraph 1.9.8) will maintain a register ("**Supply Point Register**") of all Supply Meter Points, Supply Points and Supply Point Premises located on a System(s) operated by the Transporter.

1.9.2 In the Supply Point Register:

- (a) each Supply Meter Point will be identified by a unique number (the "**Supply Meter Point Reference Number**") assigned with effect from 1 March 1996 or in the case of a new Supply Meter Point the date on which the Supply Meter Point is entered in the register in accordance with paragraph 7.3.1;
- (b) for each Supply Meter Point:
 - (i) the post code ("**Meter Post Code**") of the address at which the Supply Meter is located will be recorded;
 - (ii) a code ("**Meter Link Code**") will be assigned to indicate whether the Supply Meter Point is a Sub-deduct Supply Meter Point, and if so whether it is the Primary Supply Meter Point;
 - (iii) a code ("**Market Sector Code**") will be assigned to indicate whether the Supply Point Premises are Domestic Premises or Non-domestic Premises;
- (c) each Supply Point will be identified by a unique number (the "**Supply Point Registration Number**") assigned with effect from the Supply Point Registration Date; and
- (d) the details specified in the UK Link Manual will be recorded in respect of each Supply Meter Point, Supply Point and Supply Point Premises.

1.9.3 The Supply Meter Point Reference Number will continue to be assigned to a Supply Meter Point which has been Isolated.

Modification 0428: Single Supply Meter Points

- 1.9.4 The Supply Point Registration Number of a Supply Point and the Supply Meter Point Reference Number of any Supply Meter Point comprised therein will not be changed during the relevant Supply Point Registration.
- 1.9.5 A User shall not be entitled to have access to the information contained in the Supply Point Register except to the extent the Code provides for such information to be made available to such User.
- 1.9.6 Upon a request by any User identifying a Supply Meter Point by quoting the Supply Meter Point Reference Number and Meter Post Code, the Transporter will provide to the User certain of the details (such details being specified in the UK Link Manual for the purposes of this provision) recorded in the Supply Point Register of the Supply Point(s) in which the Supply Meter Point is comprised.
- 1.9.7 Following the rejection of a Supply Point Nomination pursuant to paragraph 2.3.6(c) or a Supply Point Confirmation pursuant to paragraph 2.6.2(b) or (c):
- (a) the Proposing User may within 10 Business Days after such rejection notify the Transporter that the User considers that any details recorded in respect of the Proposed Supply Point in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register; and
 - (b) where the User so notifies the Transporter:
 - (i) the User shall at the same time provide details of what it considers the relevant details should be and its reasons for so considering; and
 - (ii) the Transporter will, as soon as reasonably practicable after the User's notification, consider the details and reasons provided by the User, and where it is reasonably satisfied that any of the relevant details in the Supply Point Register are incorrect, or that details which should be so recorded are absent from the Supply Point Register, the Transporter will (within 5 Days after being so satisfied) amend the Supply Point Register in respect of such details and will not reject (on the same grounds) a further Supply Point Nomination or Supply Point Confirmation in respect of the Proposed Supply Point.
- 1.9.8 Without prejudice to any other provision of the Code, Users and the Transporter agree:
- (a) to cooperate with a view to ensuring that the information contained in the Supply Point Register is at all times as accurate as is possible; and
 - (b) each to use reasonable endeavours to secure that it becomes aware, insofar as it might reasonably be expected to become aware, of any inaccuracy in the information contained in the Supply Point Register, and to inform (in the case of a User) the Transporter or (in the case of the Transporter) the Registered User of such inaccuracy, but nothing in this paragraph 1.9.8 shall imply that the Supply Point Register is capable of being amended other than as provided in this Section G or Section M.
 - (c) where at any time prior to the Supply Point Registration Date the User considers that any Annual Quantity of a Supply Point comprising a New Supply Meter Point ~~comprised in the New Supply Point~~ which has been recorded on the Supply Point

Modification 0428: Single Supply Meter Points

Register does not reflect the User's estimate of the correct quantity then the User shall promptly (and in any event before Supply Point Registration Date) notify the Transporter of the same together with its estimate of the correct Annual Quantity.

1.9.9 Where, by reason of a change in any detail of a kind by reference to which an Exit Zone is designated, the details recorded in the Supply Point Register in respect of a Supply Meter Point cease to be accurate:

(a) the Registered User shall, within 12 months after becoming aware of such inaccuracy (and unless it earlier ceases to be such Registered User):

(i) ~~subject to paragraph 0,~~ submit a Supply Point Reconfirmation for the purposes of amending the relevant details;

(ii) ~~where as a result of such change the requirement in Section A1.6.3 ceases to be satisfied in respect of the relevant Supply Point, apply for two or more Supply Point Registrations (in respect of each of which the requirement in Section A1.6.3 is satisfied) or submit a Supply Point Withdrawal in respect of the Supply Point;~~

(b) no Supply Point Nomination or Supply Point Confirmation (including a Supply Point Renomination) may be submitted other than on the basis of the correct details, and any Supply Point Offer (outstanding at the time of such change) in respect of a Proposed Supply Point which includes the relevant Supply Meter Point shall lapse.

1.9.10 Where:

(a) as a result of a change in Supply Point Premises from Domestic Premises to Non-domestic Premises or visa versa, the Market Sector Code recorded in the Supply Point Register in relation to a Supply Point ceases to be accurate; or

(b) the Registered User identifies an error in the Market Sector Code in relation to a Registered Supply Point,

the Registered User shall, as soon as reasonably practicable, notify the Transporter of such change or error and the Transporter shall as soon as reasonably practicable amend the Supply Point Register accordingly.

1.10 Business Day

1.10.1 In this Section G any reference to a "**Business Day**" is a reference to a Day other than:

(a) a Saturday, a Sunday or a bank holiday in England and Wales; and

(b) the Day which would (but for this paragraph (b)) be the first Business Day after 1 January.

1.10.2 The Transporters will maintain and not later than 30 September in each year provide to each User a list of Days in the following calendar year (other than Saturdays and Sundays) which are not Business Days.

Modification 0428: Single Supply Meter Points

1.11 Supply Point Classification

1.11.1 Any change in the relevant classification of a Supply ~~Meter-Point Component~~ shall be given effect only upon and by way of Supply Point Confirmation or (as the case may be) Supply Point Reconfirmation; and the requirements of Section A4 as the relevant classification shall be construed accordingly.

1.11.2 Where, by virtue of a change in Annual Quantity or otherwise, a ~~Supply Meter Point-Supply Point or Supply Point Component~~ is required (in accordance with any provision of the Code) to be classified differently from the prevailing relevant classification, the Registered User shall make a Supply Point Reconfirmation to give effect to such revised classification for a Supply Point Registration Date, subject to paragraph 1.5.11, not more than 3 months after the relevant date.

1.11.3 For the purposes of this paragraph 1.11:

(a) "**relevant classification**" means the classification of a Supply ~~Meter-Point~~ as a DM or NDM Supply ~~Meter-Point~~, or of a Supply Point-~~Component~~ as DMC or DMA or as VLDMC or not;

(b) the relevant date is 1 October or other date with effect from the Annual Quantity of the Supply ~~Meter-Point or Supply Point Component~~ in question changed, or other date with effect from which the requirement for reclassification first arises.

1.12 Contingencies

In the event of a Class A Contingency the times by which before the start of each Gas Year details of Annual Quantities and other information in respect of Supply Points are (pursuant to this Section G) to be provided to Users will be deferred by a period commensurate with the duration of the relevant Code Contingency.

1.13 Code Communications

1.13.1 For a period of 3 months after the User Accession Date, or if sooner until such time as the aggregate Transportation Charges payable by the User in aggregate to all Transporters in respect of any month exceed £20,000, a User may elect to make and receive all Code Communications under paragraphs 1 to 3 of this Section G as Conventional Notices.

1.13.2 Code Communications made under paragraph 1.13.1 must be made in the same format (as described in the UK Link Manual) as that in which such communications would have been made if made as UK Link Communications.

1.14 Failure to revise Supply Point Register

1.14.1 If on any Day, as a result of a failure by the Transporter to revise the Supply Point Register in accordance with the provisions of the Code:

(a) a Supply Meter Point, in respect of which the User has submitted a Supply Point Withdrawal which has become effective in accordance with paragraph 3.2, remains registered in the name of the User in the Supply Point Register; or

Modification 0428: Single Supply Meter Points

(b) a Supply Meter Point, in respect of which the User has submitted a Supply Point Confirmation which has become effective in accordance with paragraph 2.8.7(a) or 2.9.1, has not become registered in the name of the User in the Supply Point Register

then, in view of (and without prejudice to) Section E1.8.2, where the effect on the determination of the Energy Balancing Charges payable by the User is material, National Grid NTS may make a payment to or require a payment from the User of an amount reasonably estimated by National Grid NTS as required (having regard to the User's Daily Imbalance for the Day, whether such imbalance was positive or negative) to compensate the User or National Grid NTS for the inclusion or (as the case may be) exclusion (in the determination of such Energy Balancing Charges) of the quantity of gas offtaken from the Total System on the Day in the calculation of the User's Daily Imbalance.

1.14.2 Amounts paid by or to National Grid NTS pursuant to paragraph 1.14.1 will be additional Monthly Adjustment Neutrality Costs or (as the case may be) additional Monthly Adjustment Neutrality Revenues for the purposes of Section F4.5.3 in the month in which they are paid.

1.14.3 For the avoidance of doubt, the Supply Meter Points which are to be taken into account in determining the Transportation Charges, Scheduling Charges and other charges (other than Energy Balancing Charges other than Scheduling Charges (but without prejudice to paragraph 1.14.1)) payable by a User shall be those which (but for any such failure as is referred to in paragraph 1.14.1) would be registered in the name of the User.

1.15 Not Used

1.16 Mandatory Allocation Agencies

1.16.1 All Users agree that (subject to and in accordance with this paragraph 1.16) if the conditions in paragraph 1.16.2 are satisfied and any User (the "**applicant User**") shall so require, a Supply Meter Point (the "**relevant Supply Meter Point**") shall become a Shared Supply Meter Point, in relation to which the applicant User and each Existing Registered User shall be Sharing Registered Users and shall appoint the consumer as Sharing Registered User Agent pursuant to an Agreement (the parties to which shall be each such User and the consumer, but for the avoidance of doubt not the Transporter) in the terms ("**Mandatory Allocation Agency Terms**"), subject to paragraph 1.16.2(e), in Annex G-2.

1.16.2 The conditions referred to in paragraph 1.16.1 are that:

- (a) the relevant Supply Meter Point is eligible (in accordance with paragraph 1.7.3) to be a Shared Supply Meter Point;
- (b) the requirement in paragraph 1.7.6 would be (or will continue to be) satisfied;
- (c) the applicant User is willing to appoint the consumer as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms;
- (d) the consumer is willing to act as Sharing Registered User Agent upon the Mandatory Allocation Agency Terms; and

Modification 0428: Single Supply Meter Points

(e) no existing Registered User would be obliged by virtue of Standard Condition 30 of the Shipper's Licence, by reason of a request made pursuant to Standard Condition 13(4)(a) of the Supplier's Licence, to submit a Supply Point Objection in respect of the Applicant User's Supply Point Confirmation.

1.16.3 Where the applicant User wishes to become a Sharing Registered User pursuant to paragraph 1.16.1:

(a) the User shall submit to the Transporter a notification to that effect, identifying the consumer and the relevant Supply Meter Point, together with:

(i) an Agreement in the Mandatory Allocation Agency Terms, completed with details of the relevant Supply Meter Point, the effective date (consistent with paragraph 0 on the basis of paragraph (e) below) of the Agreement and the names of the applicant User and Existing Registered User(s) and the consumer (in the capacity of agent), in a number of originals equal to the number of proposed parties thereto, each executed by the applicant User and consumer but undated;

(ii) a signed irrevocable authority by the consumer in favour of the Transporter to date and deliver the Agreement in accordance with paragraph (d);

(b) the Transporter will notify each Existing Registered User thereof enclosing a copy of the applicant User's notification and a copy of the Agreement;

(c) pursuant to paragraph 1.16.1, each Existing Registered User shall, provided the conditions in paragraph 1.16.2 are satisfied, arrange for the execution of each original of the Agreement not later than the 10th Business Day after the Transporter's notification under paragraph (b);

(d) when each Existing Registered User has complied with paragraph (c), the Transporter will (and each relevant User hereby authorises the Transporter to) date and deliver the Agreement on behalf of each such User and the consumer, and provide two originals to the applicant User and one each to each other such User; and

(e) the Agreement once executed by each Existing Registered User shall take effect as a Shared Supply Meter Point Notification for the effective date specified in the Agreement, subject to paragraph 1.7.10(c), and no Supply Point Objection may be submitted by any Existing Registered User nor (if submitted) shall be effective.

1.16.4 Subject to paragraph 1.16.5, if any Existing Registered User fails to execute an Agreement pursuant to paragraph 1.16.3(c) by the date therein specified:

(a) such User shall be deemed to have submitted a Supply Point Withdrawal in respect of the relevant Supply Point, which shall be effective on the effective date specified in the Agreement, pursuant to paragraph 3.2.3; and

(b) the Agreement shall take effect (unless there was no other Existing Registered User), subject to paragraph 1.7.19, and the Supply Point Confirmation submitted by the applicant User shall become effective, and the applicant User shall not be entitled to submit a Supply Point Withdrawal within the period referred to in 3.2.4.

Modification 0428: Single Supply Meter Points

1.16.5 Paragraph 1.16.4 shall not apply if any Existing User submits to the Transporter 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.

1.17 Supply Point Enquiries

1.17.1 Subject to paragraph 1.17.10, a User (an "**Enquiring User**") contemplating submitting a Supply Point Nomination (the "**prospective**" Supply Point Nomination) may first submit an enquiry (a "**Supply Point Enquiry**") as to the matters referred to in paragraph 1.17.6.

1.17.2 For the purposes of this paragraph 1.17, references to the 'Proposed Supply Point' are to what would be the Proposed Supply Point if the Enquiring User were to submit the prospective Supply Point Nomination.

1.17.3 A Supply Point Enquiry shall specify the details which would be required to be specified pursuant to paragraphs 2.3.2(a) to ~~(c)(e)~~ in the prospective Supply Point Nomination.

1.17.4 The Transporter will reject, or may reject, the Supply Point Enquiry in any case in which (if the Supply Point Enquiry were a Supply Point Nomination) the Transporter would be required, or (as the case may be) entitled, to reject such Supply Point Nomination pursuant to paragraph 2.3.6.

1.17.5 Where the Transporter rejects a Supply Point Enquiry the Transporter will notify the Enquiring User of the reason for such rejection.

1.17.6 Where the Transporter does not reject the Supply Point Enquiry, the Transporter will submit a response to the enquiry specifying (in relation to the Proposed Supply Point) the details which the Transporter would be required to specify in a Supply Point Offer (in response to the prospective Supply Point Nomination) pursuant to paragraphs 2.4.2(b), (c), (d)(i), (f) and (g). Where the Supply Point Enquiry is for a non-domestic Supply Point, such response may be provided by the Transporter via an online portal where this facility is available to the Transporter.

1.17.7 For the purposes of assessing whether to submit a Supply Point Confirmation in respect of a Smaller Supply Point a User may submit an enquiry to the Transporters in respect of a Smaller Supply Point (a "**Smaller Supply Point Enquiry**") requesting:

- (a) the Supply Meter Point Reference Number;
- (b) the Applicable End User Category in accordance with H1.7;
- (c) details of the Supply Point Capacity;
- (d) the Annual Quantity for ~~each~~ the Supply ~~Meter~~-Point; and
- (e) the Exit Zone in which the Smaller Supply Point is located;

1.17.8 The Transporters will submit a response to such Smaller Supply Point Enquiry specifying the information requested in paragraph 1.17.8 and such response shall be made in respect of a Smaller Supply Point Enquiry requesting:

Modification 0428: Single Supply Meter Points

- (a) less than 50 Supply Meter Point Reference Number reports, within the one Business Day following the date of receipt of such Smaller Supply Point Enquiry;
- (b) between 50 and 100 Supply Meter Point Reference Number reports, within the two Business Days following the date of receipt of such Smaller Supply Point Enquiry;
- (c) between 101 and 1000 Supply Meter Point Reference Number reports, within the five Business Days following the date of receipt of such Smaller Supply Point Enquiry;
- (d) for more than 1000 Supply Meter Point Reference Number reports, on a reasonable endeavours basis.

1.17.9 A User submitting a Smaller Supply Point Enquiry shall:

- (a) ensure that prior to such submission it will obtain the written consent of the consumer of the Smaller Supply Point (whether directly or indirectly through the Supplier of the Smaller Supply Point);
- (b) retain evidence of such consent;
- (c) promptly provide such evidence to the Transporters following a request to do so which is made at any time after the Smaller Supply Point Enquiry.

1.17.10 For the purposes of paragraph 1.17.1, an Enquiring User shall be taken to be contemplating submitting a Supply Point Nomination where:

- (a) prior to submitting a Supply Point Enquiry, it has obtained written or verbal consent of the consumer of the Larger Supply Point or the New Smaller Supply Point (whether directly or indirectly through the Supplier of the Larger Supply Point or the New Smaller Supply Point as the case may be);
- (b) retained evidence of such consent; and
- (c) where applicable, promptly provided such evidence to the Transporters following a request to do so which may be made at any time after the Supply Point Enquiry.

1.17.11 For the purposes of paragraph 1.17.6, a “**non-domestic**” Supply Point shall mean a Supply Point where the supply of gas is not taken wholly or mainly for domestic purposes.

1.17.12 For the purposes of paragraph 1.17.6, an “**online portal**” shall mean an internet site which functions as a point of access to information held on the UK Link System.

1.18 Site visit Appointments

1.18.1 This paragraph 1.18 applies where:

- (a) the User believes that the information set out in the Supply Point Register that:
 - (i) has been provided by the Transporter pursuant to the Code; or
 - (ii) subject to paragraph (e) below, relates to Meter assets

Modification 0428: Single Supply Meter Points

is incorrect;

(b) the User has so notified the Transporter, providing details of the information which the User believes to be incorrect, what the User believes to be the correct information and the contact details for the consumer at the Supply Point Premises (the "**relevant consumer**");

(c) following such notification, the Transporter has been unable (after examining the details contained in the Supply Point Register) to resolve the matter notified by the User (the "**relevant matter**");

(d) subject to paragraph (e) below, the User has accordingly requested the Transporter and the Transporter has agreed to endeavour to contact the relevant consumer and has consequently arranged with such consumer a time and date when the Transporter may visit the Supply Point Premises to investigate the relevant matter (a "**Site Visit Appointment**");

(e) a Site Visit Appointment shall not include any visit (whether undertaken or not) to the consumer's premises which:

(i) is subject to the standards of performance set out in the Gas (Standards of Performance) Regulations 2002;

(ii) after the Metering Separation Date, relates to Meter assets.

1.18.2 Where a Site Visit Appointment has been arranged as set out in paragraph 1.18.1, subject to paragraph 1.18.3, the Transporter will during normal business hours (08:30 hours to 17:00 hours), or on such date and time as the Transporter and the consumer may agree, visit the Supply Point Premises and (subject to being given the required access) investigate the relevant matter.

1.18.3 Where a Site Visit Appointment has been arranged, the Transporter may require that the User attend at the Supply Point Premises at such time and date, and where the Transporter so requires, the Transporter will not be required to investigate the relevant matter if the User does not so attend and such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.3.1.

1.18.4 If the Transporter is unable (upon such a visit) to obtain the access required to investigate the relevant matter, the Transporter shall not be required to revisit the Supply Point Premises; and

(a) if the Transporter did not require (pursuant to paragraph 1.18.3) the User to attend, the Transporter will so inform the User as soon as reasonably practicable after making such visit; and

(b) such Site Visit Appointment shall be deemed to be a completed Site Visit Appointment for the purposes of paragraph 4.3.1.

1.19 DNO Users

In this Section G references to Users exclude DNO Users.

Modification 0428: Single Supply Meter Points

1.20 Reduction of Offtake at Firm Supply Points

1.20.1 Where, in relation to any Firm Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:

(a) exercises (other than pursuant to an instruction from a Transporter pursuant to Section Q) any entitlement to require the consumer to discontinue consuming gas offtaken from the Total System on a Day; or

(b) having exercised such an entitlement, authorises the consumer to resume such consumption

the Registered User will as soon as reasonably practicable, and in accordance with paragraph 1.20.3, inform the Transporter of the matters set out in paragraph 1.20.2, provided that the Registered User shall use reasonable endeavours to inform the Transporter not more than one hour after such discontinuance and/or not less than one hour before such resumption.

1.20.2 The matters to be informed by the Registered User to the Transporter pursuant to paragraph 1.20.1 are:

(a) the identity of the Firm Supply Point;

(b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and

an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.

1.20.3 For the purposes of paragraph 1.20.1 the User will give the relevant information to the Transporter by means of telephone or facsimile, unless it has given to the Transporter not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the Transporter for the purposes of paragraph 1.20.1 only by Batch Transfer Communication, and will promptly inform the Transporter by telephone or facsimile of the transmission of each such Batch Transfer Communication.

1.20.4 Where the Transporter notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 1.20.3, that User will promptly send to the Transporter by facsimile the information contained in that Batch Transfer Communication.⁶

2 SUPPLY POINT REGISTRATION

2.1 Introduction

2.1.1 A User may apply to become the Registered User in respect of a Supply Point in accordance with this paragraph 2.

⁶ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.21.

Modification 0428: Single Supply Meter Points

- 2.1.2 In order for a User (the "**Proposing User**") to become the Registered User in respect of a Supply Point:
- (a) where the Proposed Supply Point is a Larger Supply Point ~~or a New Smaller Supply Point and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point~~, then the User must make a Supply Point Nomination in accordance with paragraph 2.3, in response to which the Transporter will (subject as provided in this Section G) submit to the Proposing User a Supply Point Offer in accordance with paragraph 2.4; and
 - (b) the Proposing User must make a Supply Point Confirmation in accordance with paragraphs 2.5 to 2.7 which become effective in accordance with paragraphs 2.8 to 2.11.
- 2.1.3 For the purposes of this paragraph 2 a "**Proposed**" Supply Point is the Supply Point which is the subject of a Proposed Supply Point Registration.
- 2.1.4 In respect of a Proposed Supply Point Registration:
- (a) a "**Supply Point Nomination**" is a communication by a Proposing User in respect of a Larger Supply Point ~~or, where required, a New Smaller Supply Point~~ requesting a Supply Point Offer from the Transporter;
 - (b) a "**Supply Point Offer**" is a communication by the Transporter to a Proposing User providing information in respect of a Larger Supply Point ~~or, where required, a New Smaller Supply Point~~; and
 - (c) a "**Supply Point Confirmation**" is a communication by a Proposing User to the Transporter requesting Supply Point Registration in respect of a Proposed Supply Point.
- 2.1.5 The Code provides that the Transporter will or may reject in certain cases a Supply Point Nomination or Supply Point Confirmation; and any reference in this Section G to such a rejection by the Transporter is to a rejection in accordance with any such provision of the Code.
- 2.1.6 Where the Transporter has given a Termination Notice (under Section V4) to a User, the Transporter may decide:
- (a) to reduce any of the periods and/or curtail any of the procedures provided for in this Section G in relation to any Supply Point Nomination or Supply Point Confirmation by any other User in respect of; or
 - (b) to implement any other procedure for the registration in the name of any other User (who wishes to become the Registered User) of
- any Supply Meter Points of which the Discontinuing User was the Registered User.
- 2.1.7 For the purposes of paragraphs 2.1.8, 2.1.9, 2.1.10, 2.1.11, 2.1.12 and 2.1.13:
- (a) where a User has been given a Termination Notice by National Grid NTS (under Section V4), all Supply Meter Points in respect of which the Discontinuing User was the Registered User immediately prior to the User Discontinuance Date shall be known as the "**Terminated Supply Meter Points**";

Modification 0428: Single Supply Meter Points

- (b) a "**Supplier of Last Resort**" is a supplier whom by virtue of Standard Condition 29 of the Supplier's Licence has been directed by the Authority to supply gas in accordance with that condition in respect of any or all of the Terminated Supply Meter Points;
- (c) "**the Last Resort User**" is a User who is the first User, following the appointment of the Supplier(s) of Last Resort, to become the Registered User of all of the Terminated Supply Meter Points;
- (d) "**day of issue**" is the Day following the day of notification;
- (e) "**day of notification**" is the Day on which the Transporter receives written notice from the Authority of the appointment and identity of the Last Resort User; and
- (f) "**TSMP Information**" is relevant information (including, but not limited to, Protected Information) relating to the Terminated Supply Meter Points to which the Discontinuing User would have had access through UK Link, immediately prior to the User Discontinuance Date.

2.1.8 Where National Grid NTS has given a Termination Notice (under Section V4) to a User and the Authority directs a Supplier of Last Resort in respect of a Terminated Supply Meter Point, then notwithstanding any other provision of Code, the Last Resort User shall become the Registered User of the Terminated Supply Meter Points, thereby accepting the benefit of the rights and the burden of obligations under Code, the Framework Agreement and any relevant Ancillary Agreement, in respect of the Terminated Supply Meter Points (including without limitation the payment of Transportation Charges and Energy Balancing Charges in respect thereof) with effect from and including the date of the appointment of the Supplier of Last Resort.

2.1.9 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points the Transporter shall use reasonable endeavours, subject to paragraphs 2.1.11, 2.1.12 and 2.1.13, to provide to the Last Resort User on the day of issue a copy of the TSMP Information which can be accessed by the Last Resort User through UK Link.

2.1.10

- (a) The Transporter shall undertake a review of the Last Resort User's Code Credit Limit and (in the case of National Grid NTS) Secured Credit Limit as soon as reasonably practicable following the day of notification, and shall advise the Last Resort User, as soon as reasonably practicable thereafter but in any event not later than 3 Days after the day of notification, of any further security that will be required to be provided by the Last Resort User in accordance with paragraph 2.1.10(b).
- (b) In the event that following the review referred to in paragraph 2.1.10 the Transporter notifies the Last Resort User that additional security is required, then the Last Resort User shall be obliged to provide the requisite security in accordance with the Code or Energy Balancing Credit Rules (as appropriate) in favour of the Transporter (or National Grid NTS) as soon as reasonably practicable thereafter but in any event no later than 14 Days of the day of notification and upon receipt of that security the Transporter shall revise the Last Resort User's Code Credit Limit (and/or in the case of National Grid NTS)

Modification 0428: Single Supply Meter Points

Secured Credit Limit (as appropriate) as soon as reasonably practicable thereafter but in any event no later than 14 Days after the date of notification to take effect from the date of that revision.

- (c) In the event that security is required to be provided by the Last Resort User pursuant to paragraph 2.1.10 but the Last Resort User fails to provide the security in accordance with paragraph 2.1.10(b), then the Code Credit Limit and/or Secured Credit Limit (as appropriate) shall not be revised pursuant to this paragraph 2.1.10 and the Transporter shall be entitled to exercise those rights and remedies available to it pursuant to V3.3 or Section X, as appropriate.
- 2.1.11 By virtue of this paragraph 2.1.11 the Discontinuing User hereby is deemed to have given its written consent for the purposes of both paragraph V5.5.2(a) and Section 105 of the Utilities Act 2000 (as amended from time to time) to the Transporter to disclose to the Last Resort User the TSMP Information pursuant to paragraph 2.1.9 above.
- 2.1.12 It is acknowledged that the TSMP Information contains information which has been provided to the Transporter by the Discontinuing User and accordingly the Last Resort User hereby acknowledges and agrees that:
- (a) the TSMP Information disclosed to it pursuant to paragraph 2.1.9 above shall not have been independently verified;
 - (b) it shall be solely responsible for making its own judgement and decision on the TSMP Information disclosed to it;
 - (c) neither the Transporter, nor any of its employees, agents, consultants, advisers or directors, accept responsibility for, or make any representation or warranty (express or implied) regarding, the accuracy or completeness of the content of the TSMP Information; and
 - (d) the Transporter shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.
- 2.1.13 For the purposes only of enabling the Transporter to comply with the provisions of paragraph 2.1.9, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Transporter may reasonably require, including, without limitation, executing any relevant documents, deeds and assignments, or perform such acts, necessary to ensure compliance with the provisions of the Data Protection Act 1998 (as may be amended from time to time).
- 2.1.14 Unless the context otherwise requires, references in this Section G to details to be included in a Supply Point Nomination, Supply Point Offer or Supply Point Confirmation are to details which would (if the Proposing User submits a Supply Point Confirmation and/or if the Supply Point Confirmation becomes effective) apply in respect of the Proposed Supply Point Registration.

2.2 Current, New and Existing Supply Points

- ~~2.2.1 Subject to paragraph 1.4, a Proposed Supply Point may be a Current Supply Point or a New Supply Point.~~

Modification 0428: Single Supply Meter Points

~~2.2.2~~ For the purposes of Section G:

~~(a) A "**Current Supply Point**" is a Proposed Supply Point all of the Supply Meter Points comprised in which are (at the relevant time) all of the Supply Meter Points comprised in one Existing Supply Point;~~

~~(b) a "**New Supply Point**" is any other Proposed Supply Point (including for the avoidance of doubt a Proposed Supply Point which includes a New Supply Meter Point) and~~

~~(c) a "**New Smaller Supply Point**" is where, in relation to a New Supply Point, the relevant Proposed Supply Point is a Smaller Supply Point.~~

2.2.1 In relation to a Proposed Supply Point Registration:

(a) an "**Existing Supply Point**" is a Supply Point which (at the relevant time):

(i) is the subject of an existing Supply Point Registration (which may be a registration in the name of the Proposing User); and

(ii) ~~includes one or more~~ comprises the Supply Meter Points which ~~is~~ are comprised in the Proposed Supply Point; and

(b) an "**Existing Registered User**" is a User (who may be the Proposing User) who is the Registered User in respect of an Existing Supply Point.

2.2.2 Subject to paragraph 2.8.3, the Proposing User will not be entitled to have access to the identity of the Existing Registered User(s).

2.2.3 A "**Supply Point Reconfirmation**" or a "**Supply Point Renomination**" is a Supply Point Confirmation or (as the case may be) Supply Point Nomination submitted by the Existing Registered User of an Existing ~~the Current~~ Supply Point; and where the Code provides for a Supply Point Reconfirmation to be made in respect of a Larger Supply Point, the Code shall be deemed also to provide for an appropriate Supply Point Renomination to be made.

2.2.4 A "**Supply Point Commodity Rate Renomination**" is, where the Existing Registered User had previously confirmed in accordance with Section B3.12.7 that the Applicable Commodity Rate in respect of the Existing ~~Current~~ Supply Point was to be the NTS Optional Commodity Rate, a Supply Point Nomination submitted by the Existing Registered User of the Existing ~~Current~~ Supply Point where:

(a) the Existing Registered User nominates that the Applicable Commodity Rate at the Existing ~~Current~~ Supply Point is not to be the NTS Optional Commodity Rate; or

(b) the NTS Optional Commodity Rate having previously been de-applied in accordance with sub-paragraph (a) above, the Existing Registered User wishes to re-apply for the NTS Optional Commodity Rate at the Existing ~~Current~~ Supply Point.

2.3 Supply Point Nomination

2.3.1 A User may make a Supply Point Nomination in respect of a Larger Supply Point ~~or may, where required, make a Supply Point Nomination in respect of a New Smaller~~

Modification 0428: Single Supply Meter Points

~~Supply Point~~ in accordance with paragraph 2.1.2 and this paragraph 2.3. Where a Proposing User wishes to make a Supply Point Nomination in respect of a Larger Supply Point for the purpose of:-

~~(a) — in the case of an LDZ Supply Point increasing Supply Point Capacity for such Supply Point;~~

~~(b) — changing the Supply Point Component of any Supply Meter Point;~~

~~(c) — specifying a New Supply Point~~

then the Proposing User may use the following process:

~~(a)(i)~~ (provided that the Proposed Supply Point will be an Existing-Current Supply Point) the User may submit, as appropriate, one or more Supply Point Nominations in accordance with paragraph 2.3 to nominate:-

~~(1) — in the case of an LDZ Supply Point the prevailing Supply Point Capacity;~~

~~(2) — the existing Supply Point Component of each Supply Meter Point; or~~

~~(3) — the Current Supply Point~~

(any such Supply Point Nomination shall be referred to as a "**Supply Point First Nomination**"); and

~~(b)(ii)~~ at any time up to the date of the Supply Point Offer in respect of the Supply Point First Nomination the User may also submit, as appropriate, in accordance with paragraph 2.3, one or more Supply Point Nominations to:-

~~(1) — in the case of an LDZ Supply Point increase the Supply Point Capacity;~~

~~(2) — change the Supply Point Component of any Supply Meter Point; or~~

~~(3) — specify a New Supply Point~~

(and any such Supply Point nomination shall be referred to as "**Supply Point Second Nomination**").

2.3.2 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall comply with the provisions of paragraph 2.3.9 and any other Supply Point Nomination shall specify:

(a) the identity of the Proposing User;

~~(b) — whether the Proposed Supply Point is a Current Supply Point or a New Supply Point, and in the case of a New Supply Point a description of the basis on which the Single Premises Requirement is satisfied;~~

(b) the Supply Meter Point Reference Number in respect of the Supply Meter Point comprised in the Proposed Supply Point;:-

(i) ~~in the case of a Current Larger Supply Point, either one or all of the Supply Meter Points comprised in the Proposed Supply Point; or~~

Modification 0428: Single Supply Meter Points

- ~~(ii) in the case of a New Supply Point, all of the Supply Meter Points comprised in the Proposed Supply Point;~~
- (c) the Meter Post Code in respect of ~~that each~~ Supply Meter Point ~~for which the Supply Meter Point Reference Number is specified under paragraph (b);~~
- (d) in the case of an LDZ Supply Point where the Proposed Supply Point ~~includes~~ includes ~~is one or more~~ DM Supply Meter Points, the proposed Supply Point Capacity and proposed Supply Point Offtake Rate in respect of the DM Supply Point ~~Component~~, in compliance with the requirements of paragraph 5;
- (e) where the Proposed Supply Point ~~includes~~ is an NDM Supply Meter Point and where the Annual Quantity of the NDM Supply Point ~~Component~~ is less than 293,000 kWh (10,000 therms) but in excess of 73,200 kWh (2,500 therms), whether the relevant Supply Meters ~~is~~ are proposed to be a Monthly Read Meter;
- (f) ~~the Supply Meter Point Reference Number of any~~ whether ~~Supply Meter Point comprised in the Proposed Supply Point which~~ is to become or (as the case may be) ceased to be a DM Supply Meter Point; and
- (g) any other details which are required to be specified in any particular case pursuant to any provision of this Section G; or
- (h) where a User wishes to apply for the NTS Optional Commodity Rate at an Eligible Exit Point, the Specified Exit Point and the Specified Entry Point; or
- (i) where a User wishes to apply for the LDZ Optional Capacity Rate, the LDZ Specified Exit Point.

2.3.3 In this Section G "**Nominated**" means proposed in a Supply Point Nomination.

2.3.4 Where a User makes a Supply Point Nomination:

- (a) the Transporter will submit a Supply Point Offer (in accordance with paragraph 2.4), or reject the Supply Point Nomination (in accordance with paragraph 2.3.6), or submit a referral notice (in accordance with paragraph 2.3.8), within 2 Business Days after the Supply Point Nomination was submitted;
- (b) where (in accordance with paragraph 2.3.8) the Transporter submitted a referral notice, the Transporter will submit a Supply Point Offer within 12 Business Days after the Supply Point Nomination was submitted.

2.3.5 If the Transporter does not comply with paragraph 2.3.4 it will in any event reject the Supply Point Nomination or make a Supply Point Offer or submit a referral notice as soon as reasonably practicable.

2.3.6 The Transporter will reject the Supply Point Nomination where:

- (a) ~~Not Used~~ ~~the Transporter is not reasonably satisfied that the Single Premises Requirement is complied with in respect of the Proposed Supply Point;~~ or
- (b) the Supply Point Nomination is not made strictly in accordance with the requirements of paragraph 2.3.2 and /or 2.3.9 (as the case may be); or

Modification 0428: Single Supply Meter Points

- (c) ~~any of~~ the Supply Meter Point Reference Number(s) specified pursuant to paragraph ~~2.3.2(b)-2.3.2(b)~~ is not identified in the Supply Point Register with the Meter Post Code(s) specified pursuant to paragraph ~~2.3.2(c)-2.3.2(e)~~;
- (d) in relation to User Daily Read Equipment:
 - (i) the Proposed Supply Point has an Annual Quantity less than 732,000 kWh (25,000 therms); and/or
 - (ii) the Ceiling Limit in relation to User Daily Read Equipment has already been attained; and/or
 - (iii) a User attempts to make a Supply Point Nomination for a DM Supply ~~Meter~~ Point where User Daily Read Equipment is to be installed where the Daily Read Requirement applies in relation to such Supply ~~Meter~~ Point.

and the Transporter may reject the Supply Point Nomination where the Supply Point Nomination does not comply with any other requirement provided for in this Section G or in accordance with Section V3 or in any other case where such rejection is provided for in the Code.

- 2.3.7 Where the Transporter rejects the Supply Point Nomination the Transporter will inform the Proposing User of the reason (under paragraph 2.3.6) for such rejection (and where such rejection was pursuant to paragraph 2.3.6(b), the requirement of paragraph 2.3.2 and /or 2.3.9 (as the case may be) which was not complied with)).
- 2.3.8 Where the Proposed Supply Point ~~comprises is a New Supply Point, or includes~~ a New Supply Meter Point, or (in accordance with the further provisions of this Section G) it is necessary for the Transporter to assess the feasibility of making gas available for offtake from the Total System at the Proposed Supply Point, the Transporter may (unless it rejects the Supply Point Nomination) give notice (a "**referral notice**") to that effect to the Proposing User.
- 2.3.9 A Supply Point Nomination which is a Supply Point Commodity Rate Renomination shall specify:
 - (a) the identity of the Proposing User;
 - (b) the Supply Meter Point Reference Number in respect of the Supply Meter Points comprised in the Proposed Supply Point;
 - (c) the Applicable Commodity Rate that the User wishes to be applied being either:
 - (i) the NTS Optional Commodity Rate; or
 - (ii) the Applicable Commodity Rate other than the NTS Optional Commodity Rate determined pursuant to paragraph B1.8.1;
 - (d) the Proposed Supply Point Registration Date; and
 - (e) any other details which are required to be specified in any particular case pursuant to any provision of this Section G.

Modification 0428: Single Supply Meter Points

2.4 Supply Point Offers

2.4.1 Where the Transporter does not reject (in accordance with paragraph 2.3.4) a Supply Point Nomination, the Transporter will submit to the Proposing User a Supply Point Offer in accordance with this paragraph 2.4.

2.4.2 A Supply Point Offer will specify in relation to the Proposed Supply Point:

- (a) the identity of the Proposing User;
- (b) the address(es) of the Supply Point Premises;
- (c) the Supply Meter Point Reference Number, manufacturer's serial number, and (where the Proposed Supply Point comprises a Sub-deduct Supply Meter Point) Meter Link Code of ~~the~~each Supply Meter Point comprised in the Proposed Supply Point Registration;
- (d) where the Proposed Supply Point ~~includes one or more~~ is an NDM Supply Meter Points:
 - (i) the Applicable End User Category in accordance with Section H1.7;
 - (ii) in the case of an LDZ Supply Point, Supply Point Capacity (in accordance with Section H4.1); and
 - (iii) the Nominated Meter Reading Frequency or (where more frequent) the minimum Meter Reading Frequency required under Section M3 in respect of ~~the~~each relevant Supply Meter;
- (e) in the case of an LDZ Supply Point where the Proposed Supply Point is ~~includes one or more~~ DM Supply Meter Points:
 - (i) details in respect of Supply Point Capacity and Supply Point Offtake Rate in accordance with paragraph 2.4.3;
 - (ii) whether the Proposed Supply Point is a Firm Supply Point or an Interruptible Supply Point, and (if Interruptible) whether ~~(as respects the DM Supply Point Component)~~ SDMC(I) provided that no details of the Interruptible Tranches will be specified;
 - (iii) details of the Daily Read Equipment installed and the Supply Meter Point Reference Number of each Supply Meter Point at which any such Daily Read Equipment is installed;
- (f) the Exit Zone and (where applicable) LDZ in which the Proposed Supply Point is located;
- (g) the Annual Quantity for ~~the~~each Supply Meter Point;
- (h) the relevant Supply Point Transportation Charges;
- (i) Not Used~~the Supply Meter Point Reference Number of any Supply Meter Point comprised in the Proposed Supply Point which has been Isolated;~~

Modification 0428: Single Supply Meter Points

- (j) a number by which the Supply Point Offer may uniquely be identified; or
 - (k) where a User has made a Supply Point Nomination in accordance with paragraph 2.3.2(g)~~2.3.2(g)~~ or 2.3.9(c)(i), the distance between the Specified Entry Point and the Proposed Supply Point, the six figure grid references, the capacity of the Proposed Supply Point and the NTS Optional Commodity Rate; or
 - (l) where a User has made a Supply Point Nomination in accordance with paragraph ~~2.3.2(g)~~~~2.3.2(g)~~ the Notional NTS Connection Point, the distance between the Notional NTS Connection Point and the Proposed Supply Point, the eight figure grid references, the capacity of the Proposal Supply Point and the LDZ Optional Capacity Rate;
 - (m) the identity of the Gas Act Owner;
 - (n) the identity of the Meter Asset Manager.
- 2.4.3 In the case of an LDZ Supply Point where the Proposed Supply Point ~~is~~ ~~includes~~ a DM Supply Point ~~Component~~:
- (a) the Supply Point Capacity ("**Offered Supply Point Capacity**") specified in the Supply Point Offer shall be:
 - (i) where the Nominated Supply Point Capacity is less than the Bottom-Stop Supply Point Capacity, the Bottom-Stop Supply Point Capacity;
 - (ii) otherwise, but subject to paragraph 5.5, the Nominated Supply Point Capacity (provided that where the Nominated Supply Point Capacity is not less than the Bottom-Stop Supply Point Capacity but less than the Prevailing Supply Point Capacity, paragraph 2.7.3 shall apply);
 - (b) subject to paragraph 5.5, the Supply Point Offtake Rate specified in the Supply Point Offer shall be the Nominated Supply Point Offtake Rate; and
 - (c) the Supply Point Offer will also specify (for information purposes, where not specified under paragraph (a)(i) the Bottom-Stop Supply Point Capacity.
- 2.4.4 Subject to paragraphs 1.9.9(b), 2.4.5 and 2.7.3, and unless and until a Supply Point Confirmation is made which becomes effective, a Supply Point Offer will remain valid for a period of six (6) months after it was made.
- 2.4.5 In the case of an LDZ Supply Point where the Proposed Supply Point ~~is~~ ~~includes~~ a DM Supply Point ~~Component~~, at any time at which the Proposing User has not submitted a Supply Point Confirmation:
- (a) if:
 - (i) the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence in any month of a Supply Point Ratchet (pursuant to Section B4.7) in respect of any Existing Supply Point; or
 - (ii) at the start of a Gas Year, the Bottom-Stop Supply Point Capacity becomes (pursuant to paragraph 5.2) greater than the Offered Supply Point Capacity

Modification 0428: Single Supply Meter Points

the Transporter will so notify the Proposing User whereupon the Supply Point Offer will lapse (but without prejudice to any Supply Point Confirmation submitted before such notification was given, in respect of which paragraph 2.7.4 will apply);

(b) save for the circumstances specified in paragraph 1.5.12, if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of a Capacity Revision Application (in accordance with paragraph 5.1.4) made by the Registered User for an increase in Supply Point Capacity in respect of any Existing Supply Point, paragraph 2.7.3 shall apply.

2.4.6 The Transporter will inform the Proposing User of the application of paragraph 2.7.3 pursuant to paragraph 2.4.5(b) within 5 Business Days after the occurrence of the event giving rise to the application of paragraph 2.7.3.

2.4.7 Where during the period for which a Supply Point Offer remains valid:

(a) ~~in the case of an NDM Supply Point, the Annual Quantity of the NDM Supply Point Component (if any) of the Proposed Supply Point is revised (including a revision to the Annual Quantity pursuant to a notice by an Existing Registered User under paragraph 1.6.8(a)), or such NDM Supply Point Component belongs to a different End User Category, from the Annual Quantity or End User Category specified in the Supply Point Offer:~~

(i) the Transporter will notify the Proposing User of the revised Annual Quantity or End User Category;

(ii) the Supply Point Offer shall be deemed to be modified accordingly (and shall remain valid);

(b) the details of the Supply Point Transportation Charges are (upon a change in Annual Quantity or End User Category of any Supply Meter Point or the coming into force of a new Transportation Statement or otherwise) revised,

the Transporter will not and is not required to notify the Proposing User of such change, and the Proposing User will be informed of the revised details only if it makes a Supply Point Confirmation which becomes effective.

2.4.8 There may be any number of Supply Point Offers outstanding, to different Proposing Users, in respect of a Proposed Supply Point or Proposed Supply Points comprising ~~some or all of~~ the same Supply Meter Points.

2.4.9 The details contained in a Supply Point Offer of the matters set out in paragraph 2.4.10 shall be binding upon the Transporter and the Proposing User where the User submits a Supply Point Confirmation in respect of such Supply Point Offer, notwithstanding any error in the details so stated (but without prejudice to the ability of the Transporter to withdraw a Supply Point Offer containing such erroneous details before a Supply Point Confirmation has been submitted).

2.4.10 The matters referred to in paragraph 2.4.9 are:

(a) the Supply Meter Points comprised in the Proposed Supply Point;

(b) the Annual Quantity, End User Category and, in the case of an LDZ Supply Point, the Supply Point Capacity of the Proposed Supply Point.

Modification 0428: Single Supply Meter Points

- 2.4.11 Except as provided in paragraph 2.4.9, where any detail contained in a Supply Point Offer is incorrectly stated:
- (a) such error shall not bind the Transporter or the Proposing User and shall not prejudice the proper determination of such detail; and
 - (b) a Supply Point Confirmation made on the basis of such Supply Point Offer shall be valid notwithstanding such error.
- 2.4.12 Where the User disputes the distance specified by the Transporter under paragraph 2.4.2(k) or paragraph 2.4.2(l), the User may resubmit a Supply Point Nomination for the Proposed Supply Point stating alternative eight figure grid references for the Proposed Supply Point and the Notional NTS Connection Point as appropriate with supporting evidence of calculation.
- 2.4.13 For the purposes of the Code:
- (a) **"Gas Act Owner"** is the consumer, holder of a Gas Transporter's Licence or relevant supplier that owns the meter (and for the purposes of this definition owner includes a lessee) and which in accordance with the Gas Code is responsible for keeping it in proper order for correctly registering the quantity of gas supplied;
 - (b) **"Meter Asset Manager"** is an organisation that works on behalf of another to install, replace, repair and maintain a Supply Meter Installation.

2.5 Supply Point Confirmations: General

- 2.5.1 A User may submit a Supply Point Confirmation to the Transporter:
- (a) in respect of an Existing ~~Current~~ Smaller Supply Point or a New Smaller Supply Point comprising of one Supply Meter Point (pursuant to the establishment of a New Supply Meter Point in accordance with G7.1.1(b)(i), in accordance with paragraph 2.6, at any time;
 - (b) in respect of a Larger Supply Point ~~or New Smaller Supply Point comprising of more than one Supply Meter Point~~, in accordance with paragraph 2.7, after making a Supply Point Nomination, at any time where the condition in paragraph 2.5.2 is satisfied; or
 - (c) in respect of a Supply Point where information has been specified in accordance with paragraph 2.4.2(k) or paragraph 2.4.2(l) provided that a Supply Point Offer made in respect of paragraphs 2.4.2(a) to 2.4.2(j) and has been or, is simultaneously being confirmed by the User under this paragraph 2.5.1.
- 2.5.2 The condition referred to in paragraph 2.5.1(b) is that:
- (a) the Supply Point Confirmation is made at a time at which the Supply Point Offer remains (in accordance with paragraph 2.4.4) valid; and
 - (b) in the circumstances in paragraph 2.7.3, the Proposed Supply Point Registration Date is within the Capacity Reduction Period.

Modification 0428: Single Supply Meter Points

2.5.3 By making a Supply Point Confirmation in respect of a Proposed Supply Point the Proposing User:

(a) warrants to the Transporter:

(i) that; or

(ii) where the User will not be the supplier, that the supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that

as at the Proposed Supply Point Registration Date there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas oftaken by such User from the Total System at the Proposed Supply Point; and

(b) agrees (if the confirmation becomes effective):

(i) to be the Registered User in respect of the Proposed Supply Point; and

(ii) to be registered as holding at an LDZ Supply Point:

(1) ~~in the case of an LDZ Supply Point Component~~ (if any), Supply Point Capacity (and accordingly LDZ Capacity) determined in accordance with Section H4;

(2) ~~in the case of a DM Supply Point Component~~ (if any), the Confirmed Supply Point Capacity (and accordingly LDZ Capacity);

(iii) that it consents to the disclosure of the information by the Transporter in accordance with paragraph 2.8.8(b).

2.5.4 In the case of an LDZ Supply Point that is also a DM Supply Point subject to paragraph 2.7.4(a), the "**Confirmed Supply Point Capacity**" ~~in respect of the DM Supply Point Component~~ of a Proposed Supply Point (for which the Supply Point Confirmation becomes effective) is the Offered Supply Point Capacity.

2.5.5 A Supply Point Confirmation may not be made, and the Transporter will reject any Supply Point Confirmation submitted:

(a) (except in respect of a Shared Supply Meter Point), in respect of a Proposed Supply Point comprising ~~any~~ Supply Meter Point comprised in a Proposed Supply Point in respect of which any other Supply Point Confirmation has been made and is (in accordance with paragraph 2.5.9) outstanding; and

(b) in respect of a Proposed Supply Point comprising ~~any~~ Supply Meter Point (other than a New Supply Meter Point) in respect of which there is any request for Siteworks outstanding or any Siteworks Contract which has not been completed, and for which the Siteworks Applicant is a gas shipper other than the Proposing User.

2.5.6 The Transporter may reject a Supply Point Confirmation in accordance with Section V3.

Modification 0428: Single Supply Meter Points

- 2.5.7 The "**Proposed Supply Point Registration Date**" in respect of a Supply Point Confirmation is the date with effect from which the Proposing User wishes to become the Registered User in respect of the Proposed Supply Point.
- 2.5.8 The Proposed Supply Point Registration Date shall be:
- (a) not more than 30 Business Days after the Supply Point Confirmation is submitted; and
 - (b) not less than 15 Business Days after the Supply Point Confirmation is submitted unless:⁷
 - (i) at the time that the Supply Point Confirmation is submitted a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point in which case the Proposed Supply Point Registration Date shall not be less than 8 Business Days;
 - (ii) ~~there is no change in the identity of the Registered User in respect of the Supply Point,~~ the Proposed Supply Point is an Existing Supply Point and does not comprise a Shared Supply Meter Point, in which case the Proposed Supply Point Registration Date shall not be less than 8 Business Days; or
 - (iii) where the Supply Point Confirmation is resulting from a Supply Point Commodity Rate Renomination (a "**Supply Point Commodity Rate Confirmation**") in which case the Proposed Supply Point Registration Date shall not be less than 4 Business Days; and
 - (c) not earlier than 2 months (or such lesser period as the Transporter may specify) after the Supply Point Confirmation is submitted, where such Supply Point ceases to be, or becomes, a category of Special Metering Supply Point described in paragraph 7.1.1(d)(2), 7.1.1(d)(3), or 0.
- 2.5.9 A Supply Point Confirmation shall be outstanding until it is rejected by the Transporter in accordance with this paragraph 2 or lapses in accordance with paragraph 2.8.6, or (where it becomes effective) until the Supply Point Registration Date.
- 2.5.10 Every Supply Point Confirmation shall specify (in addition to what is required in paragraphs 2.6 and 2.7) the identity of the proposed supplier; and in any case where upon a change of the identity of the supplier a User continues to be a Registered User in respect of a Supply Point, such User shall either submit a Supply Point Confirmation or notify the Transporter, by such method as the Transporter shall require, (such method to be notified to Users from time to time) the identity of the new supplier as soon as reasonably practicable after such change of identity. By notifying the Transporter of the identity of the new supplier, such User warrants to the Transporter that such new supplier (or if there is more than one supplier, the suppliers between them) has (or have) warranted to the User that there will be in force a contract or contracts (including a deemed contract pursuant to paragraph 8(1) or 8(2) of the Gas Code) for the supply to the consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point.

⁷ Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.5.8(b).

Modification 0428: Single Supply Meter Points

2.5.11 Where the Transporter does not reject the Supply Point Confirmation it will within 2 Business Days after the Supply Point Confirmation was communicated, give notice to the Proposing User acknowledging the Supply Point Confirmation.⁸

~~2.5.12 By making a Supply Point Confirmation in respect of a New Smaller Supply Point comprising one Supply Meter Point then the Proposing User shall be deemed to have included within the Supply Point Confirmation such relevant information as described under paragraph 2.4.2 as may be contained in the Supply Point Register in relation to the Proposed Supply Point.~~

2.6 Supply Point Confirmations: Smaller Supply Points

2.6.1 A Supply Point Confirmation in respect of a Smaller Supply Point shall specify:

- (a) the identity of the Proposing User;
- (b) the Supply Meter Point Reference Number in respect of ~~the~~ the Supply Meter Point comprised in the Proposed Supply Point, and the Meter Post Code of such Supply Meter Point;
- (c) the Proposed Supply Point Registration Date; and
- (d) the proposed Meter Reading Frequency.

2.6.2 the Transporter will reject the Supply Point Confirmation where:

- (a) the Supply Point Confirmation is not made strictly in accordance with the requirements of paragraph 2.6.1; or
- (b) in the case of paragraph 2.6.1(b), the Supply Meter Point Reference Number specified is not identified in the Supply Point Register with the specified Meter Post Code

and the Transporter may reject the Supply Point Confirmation where the Supply Point Confirmation does not comply with any other requirement provided for in this Section G or in any other case where such rejection is provided for in the Code.

2.6.3 Where the Transporter rejects the Supply Point Confirmation the Transporter will within 2 Business Days after the Supply Point Confirmation was communicated, inform the Proposing User of the provision of the Code pursuant to which the Supply Point Confirmation was rejected (and where such rejection was pursuant to paragraph 2.6.2(a), the requirement of paragraph 2.6.1 which was not complied with).

2.6.4 The Proposing User may in respect of a Smaller Supply Point cancel its Supply Point Confirmation in accordance with paragraph 2.8.1(c), where:

- (a) a Consumer has cancelled the contract, or contracts, for the supply to the Consumer of the gas offtaken by such User from the Total System at the Proposed Supply Point, or where the Proposing User will not be the supplier, the supplier has informed the Proposing User that a cancellation of such contract or contracts has occurred; or

⁸ Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.5.11.

Modification 0428: Single Supply Meter Points

(b) the Proposing User has submitted a Supply Point Confirmation which is made in error.

2.6.5 The Proposing User will not submit a Confirmation in accordance with this paragraph 2.6 (~~in respect of a New Smaller Supply Point comprising one Supply Meter Point~~) where such Proposing User is aware that the Annual Quantity in respect of such Supply Point is greater than 73,200 kWh (*2,5000 therms*) and in such case any application in respect of the same shall be made in accordance with paragraph 2.3.

2.7 **Supply Point Confirmations: Larger Supply Points ~~and Smaller Supply Points~~ subject to nomination**

2.7.1 A Supply Point Confirmation in respect of a Larger Supply Point ~~or Smaller Supply Point~~ subject pursuant to paragraph 2.1.2(a) to the requirement to be Nominated shall specify:

(a) the Supply Point Offer in respect of which it is made;

(b) the Proposed Supply Point Registration Date; and

(c) where the Annual Quantity in respect of the Supply Point is greater than 732,000 kWh (*25,000 therms*), the details (for making contact in an Emergency) required under Section Q2.3.

2.7.2 Subject to paragraphs 2.4.7(b) and 2.4.10, the details (other than any expressly required in this Section to be included) which are the subject of the Supply Point Confirmation are those specified in the Supply Point Offer, and no other detail may be specified in the Supply Point Confirmation which would conflict with or qualify any such details.

2.7.3 In the case of an LDZ Supply Point where:

(a) the Proposed Supply Point ~~is includes~~ a DM Supply Point ~~Component~~; and

(b) the Prevailing Supply Point Capacity is, or (in accordance with paragraph 2.4.5(b)) at any time before a Supply Point Confirmation is submitted becomes, greater than the Offered Supply Point Capacity

a Supply Point Confirmation may be submitted only for a Proposed Supply Point Registration Date falling within the Capacity Reduction Period.

2.7.4 In the case of an LDZ Supply Point where the Proposed Supply Point ~~is includes~~ a DM Supply Point ~~Component~~, at any time after a Supply Point Confirmation is submitted but before the Supply Point Registration Date:

(a) if:

(i) the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the occurrence of a Supply Point Ratchet (pursuant to Section B4.7.1) in respect of any Existing Supply Point; or

(ii) at the start of a Gas Year, the Bottom-Stop Supply Point Capacity becomes (pursuant to paragraph 5.2.3(a)(i) greater than the Offered Supply Point Capacity

Modification 0428: Single Supply Meter Points

the Confirmed Supply Point Capacity will be the increased Prevailing Supply Point Capacity or (as the case may be) Bottom-Stop Supply Point Capacity;

- (b) if the Prevailing Supply Point Capacity becomes greater than the Offered Supply Point Capacity, as a result of the Registered User in respect of any Existing Supply Point applying for an increase in its Registered Supply Point Capacity, the Confirmed Supply Point Capacity will be the Offered Supply Point Capacity.

2.7.5 In the circumstances in paragraph 2.7.42.7.4(a) the Transporter may, but is not required to, notify the Proposing User of the increased Confirmed Supply Point Capacity before the Supply Point Registration Date, but will not later than the 5th Business Day after the Supply Point Registration Date notify to the Proposing User the revised Confirmed Supply Point Capacity and revised details of Supply Point Transportation Charges (and the Transporter's notification under paragraph 2.8.8 or 2.9.2 shall to that extent be provisional).

2.7.6 Without prejudice to paragraph 2.7.1 a Supply Point Commodity Rate Confirmation shall specify:

- (a) the Supply Point Offer in respect of which it is made;
- (b) the Supply Meter Point Reference Number in respect of the Supply Meter Points comprised in the Proposed Supply Point; and
- (c) the Proposed Supply Point Registration Date.

2.8 Effect of Confirmation: Existing Supply Points not already withdrawn

2.8.1 Where, at the time a User submits a Supply Point Confirmation which is not rejected by the Transporter, there is any Existing Supply Point in respect of which a Supply Point Withdrawal has not been submitted:

- (a) the Transporter will, within 2 Business Days after the Supply Point Confirmation was submitted, notify the Existing Registered User of the submission of the Supply Point Confirmation and the Proposed Supply Point Registration Date, but not the identity of the Proposing User;
- (b) the Existing Registered User may, up to but not after the 7th Business Day after the date of notification to the Existing Registered User of the submission of the Supply Point Confirmation ("**Objection Deadline**"), submit to the Transporter an objection ("**Supply Point Objection**") in respect of such Existing Supply Point provided that the Existing Registered User shall not submit such Supply Point Objection where a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises; and
- (c) the Proposing User may, subject to paragraph 2.8.8 (in the case of a Smaller Supply Point) up to but not after the 8th Business Day before the Proposed Supply Point Registration Date (the Objection Deadline) submit to the

Modification 0428: Single Supply Meter Points

Transporter a cancellation ("**Supply Point Confirmation Cancellation**") in respect of such Supply Point Confirmation.⁹

2.8.2 No Supply Point Objection may be submitted, nor (if purportedly submitted) shall be effective:

- (a) by an Existing Registered User, after the Objection Deadline; nor
- (b) (for the avoidance of doubt) in respect of an Existing Supply Point in respect of which the Existing Registered User has submitted a Supply Point Withdrawal.

2.8.3 Where a User submits a Supply Point Objection to the Transporter:

- (a) the objecting User is required to declare its identity in the objection;
- (b) the Transporter will, within 2 Business Days after the Supply Point Objection was submitted, notify such objection, including (where declared in the objection) the identity of the objecting User, to the Proposing User;
- (c) where the objecting User did not comply with the requirement in paragraph (a):
 - (i) the Transporter will not reject the Supply Point Objection (which will accordingly be effective for the purposes of paragraph 2.8.6);
 - (ii) the Transporter will, if requested by the Proposing User, provide to the Proposing User the identity of the objecting User as soon as is reasonably practicable but (as is acknowledged by each User) does not undertake to do so before the Objection Deadline; and
- (d) the objecting User will declare in the objection the reason for its objection and if the objecting User fails to do so the Transporter may reject such Supply Point Objection which accordingly will not be effective for the purposes of paragraph 2.8.6;
- (e) and that Supply Point Objection was raised at the request (whether directly or indirectly) of the Consumer in respect of the affected Existing Supply Point, the Transporter will, where the reasons for the objection have been provided to the Transporter by the objecting User, within 2 Business Days after the Supply Point Objection was submitted, notify such reasons to the Proposing User.¹⁰

2.8.4 The Transporter:

- (a) will not be concerned with the reason for any Supply Point Objection nor with any question as to whether such an objection is well founded;
- (b) shall, for the purposes of paragraph 2.8.1(b), notify the Existing Registered User of any notification received by the Transporter from the Proposing User that a domestic consumer supplied with gas at the Existing Supply Point has ceased or is to cease to own or occupy the relevant premises and the Transporter will not be concerned with the reason for such notification nor with any question as to whether such notification is well founded.

⁹ Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraphs 2.8.1(a), (b) & (c).

¹⁰ Implementation of modification 0403 effective 06:00hrs on 04/11/2013, will amend paragraph 2.8.3(b) & (e).

Modification 0428: Single Supply Meter Points

- 2.8.5 A User may withdraw a Supply Point Objection up to but not after:
- (a) the 7th Business Day after the Supply Point Objection was made; or
 - (b) if earlier, the Objection Deadline.
- 2.8.6 Where a Supply Point Objection is made and is not withdrawn in accordance with paragraph 2.8.5, the Supply Point Confirmation shall lapse and be of no effect, and the Transporter will so inform each Existing Registered User not later than the fifth Day before the Proposed Supply Point Registration Date.
- 2.8.7 Where no Supply Point Objection is made, or all (if any) Supply Point Objections made are withdrawn, or where the Supply Point Objection has been rejected by the Transporter in accordance with paragraph 2.8.3(d):
- (a) subject to paragraph 2.11, the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date; and
 - (b) each Existing Registered User shall be deemed to have submitted a Supply Point Withdrawal in accordance with paragraph 3 in respect of the relevant Existing Supply Point.
- 2.8.8 In the case of a Supply Point Confirmation within paragraph 2.8.1, after the Objection Deadline and not later than the fifth Day before the Proposed Supply Point Registration Date:
- (a) the Transporter will notify the Proposing User whether the Supply Point Confirmation has become effective, setting out (where it has become effective, and without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register;
 - (b) (where the Supply Point Confirmation has become effective) the Transporter will notify the User (which was the Existing Registered User immediately preceding the effective date of the Supply Point Confirmation) of the identity of the Proposing User (that has become the Registered User) and the identity of the supplier (that has become the supplier) in respect of the Supply Point recorded in the Supply Point Register and which is the subject of such Supply Point Confirmation.
- 2.9 Effect of Confirmation: Existing Supply Points already withdrawn**
- 2.9.1 Where at the time a User submits a Supply Point Confirmation which is not rejected by the Transporter, a Supply Point Withdrawal has been submitted by the Existing Registered User in respect of each Existing Supply Point, subject to paragraph 2.11 the Supply Point Confirmation shall be effective and the Supply Meter Points comprised in the Proposed Supply Point shall be registered in the name of the Proposing User with effect from the Proposed Supply Point Registration Date.
- 2.9.2 In the case of a Supply Point Confirmation within paragraph 2.9.1, the Transporter will notify the Proposing User, as soon as reasonably practicable and not later than the fifth Day before the Proposed Supply Point Registration Date, that the Supply Point

Modification 0428: Single Supply Meter Points

Confirmation has become effective, setting out (without prejudice to paragraph 2.7.5) the details of the Supply Point to be recorded in the Supply Point Register.

2.10 Supply Point Confirmation: Effect of Isolation

2.10.1 A Supply Meter Point comprised in a Proposed Supply Point for which a Supply Point Confirmation has been submitted may, at the request of the Existing Registered User, be Isolated on any Day before (but not on or after) the Proposed Supply Point Registration Date.

2.10.2 Where a Supply Meter Point comprised in a Proposed Supply Point (for which a Supply Point Confirmation has been submitted) has been Isolated the Supply Point Confirmation may (in accordance with paragraph 2.8.7(a) or 2.9.1) become effective and the Proposing User will be the Registered User of a Supply Point which comprises ~~includes~~ the Isolated Supply Meter Point.

2.11 ~~Not Used~~Effect of Confirmation: New Supply Point

~~2.11.1 — A Supply Point Confirmation in respect of a New Supply Point (other than one which comprises only New Supply Meter Points) shall not become effective and shall lapse (whether or not any Existing Registered User submitted or withdrew a Supply Point Objection) unless the requirement in paragraph 2.11.2 is satisfied.~~

~~2.11.2 — The requirement referred to in paragraph 2.11.1 is that Supply Point Confirmations (whether submitted by the Existing Registered User or another User as Proposing User), for Proposed Supply Point Registration Date(s) the same as that for such New Supply Point, become effective for Proposed Supply Points which comprise all (if any) and only the Supply Meter Points (including any which are or are to be Isolated) which are comprised in each Existing Supply Point, other than that or those comprised in such New Supply Point.~~

~~2.11.3 — the Transporter will not be concerned with the fact that, or the reason for which, any Existing Registered User may not submit a Supply Point Confirmation for the purposes of paragraph 2.11.1.~~

~~2.11.4 — For the avoidance of doubt, it will be necessary for the Existing Registered User(s) to have submitted a Supply Point Nomination in sufficient time to have received a Supply Point Offer to allow any Supply Point Confirmation required under paragraph 2.11.1 to be submitted.~~

3 SUPPLY POINT WITHDRAWAL AND ISOLATION

3.1 Supply Point Withdrawal

3.1.1 In order for a User to cease to be the Registered User in respect of a Supply Point:

- (a) a User must submit, or be deemed in accordance with paragraph 2.8.7(b) to submit, a request ("**Supply Point Withdrawal**") for withdrawal; and
- (b) the Supply Point Withdrawal must become effective

in accordance with this paragraph 3.

Modification 0428: Single Supply Meter Points

- 3.1.2 The Registered User in respect of a Supply Point (the "**Withdrawing Supply Point**") may at any time submit to the Transporter a Supply Point Withdrawal specifying:
- (a) the identity of the User (the "**Withdrawing User**"); and
 - (b) the Supply Point Registration Number of, and the Supply Meter Point Reference Number of ~~one of~~ the Supply Meter Points (the "**Withdrawing Supply Meter Points**") comprised in, the Withdrawing Supply Point.
- 3.1.3 Where a User submits or is deemed to submit a Supply Point Withdrawal, subject to paragraph 2.10.1, the User may but is not obliged to secure Isolation of ~~any of~~ the Withdrawing Supply Meter Points.
- 3.1.4 The Transporter will make available to all Users details of those Withdrawing Supply Meter Points which at any time have not become comprised in a Proposed Supply Point in respect of which a Supply Point Confirmation has become effective, identifying each Supply Meter Point (if any) which is or is to be Isolated.
- 3.1.5 Where a Withdrawing Supply Meter Point is comprised in a Proposed Supply Point for which the Supply Point Confirmation becomes effective, the Transporter will so notify the Withdrawing User not later than 2 Business Days after the date on which it is known that the Supply Point Confirmation will become effective.
- 3.1.6 Where a User submits a Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point(~~s~~) the Transporter will inform each other Sharing Registered User of the submission of such withdrawal.

3.2 Effect of withdrawal

- 3.2.1 A Supply Point Withdrawal shall become effective ("**Effective Supply Point Withdrawal**") only where ~~each~~ of the Withdrawing Supply Meter Points:
- (a) is comprised in another Supply Point (of which the Registered User may be the Withdrawing User); and/or
 - (b) has been Isolated in accordance with paragraph 3.4

and the date of the Effective Supply Point Withdrawal shall be:

- (i) in the case of paragraph (a), the Supply Point Registration Date (of such other Supply Point); and
 - (ii) in the case of paragraph (b), the later of the date of such Isolation and the date of the Supply Point Withdrawal, or in the case of (a) and (b) the latest of any such date.
- 3.2.2 For so long as a Supply Point Withdrawal has not become effective in accordance with paragraph 3.2.1, the Withdrawing User shall remain liable for Supply Point Transportation Charges in respect of the Withdrawing Supply Point determined on the basis of the Supply Point Capacity and LDZ Capacity held immediately before the submission of the Supply Point Withdrawal (or in the case of an NDM Supply Point ~~Component~~ such capacity ~~ies~~ as revised with effect from 1 October in any Gas Year in accordance with Section H4 by reference to the new Annual Quantity ~~ies~~ and End User

Modification 0428: Single Supply Meter Points

Categories) and for the purposes of Aggregate NDM Reconciliation the Annual Quantity of the Withdrawing Supply Point will continue to be included for the purposes of Section E7.2.2.

3.2.3 When a Supply Point Withdrawal has become effective in accordance with paragraph 3.2.1, the User shall cease to be the Registered User and the Supply Point (and the Supply Point Registration) shall be cancelled.

3.2.4 A Supply Point Withdrawal in respect of a Supply Point which comprises a Shared Supply Meter Point(s) shall be effective on the 15th Business Day after submission thereof, irrespective of whether ~~the~~any Shared Supply Meter Point has been Isolated, except where all of the Sharing Registered Users submit Supply Point Withdrawals on the same Day, in which case such withdrawals shall become effective only in accordance with paragraph 3.2.1.

3.3 Withdrawal: Closing Meter Read

3.3.1 Where a Supply Point Withdrawal becomes effective (under paragraph 3.2.1) in respect of an NDM Supply ~~Meter~~ Point and the Proposing User provides an Opening Meter Reading in accordance with Section M3.8, the Transporter will, within 5 Business Days after such Meter Reading was provided to it, notify such Meter Reading to the Withdrawing User and inform the Withdrawing User whether it passed the validation referred to in Section M3.3.8.

3.3.2 In accordance with Section M3.8.2 an Opening Meter Reading for an NDM Supply Meter Point obtained within a period of 5 Business Days commencing on the Day 2 Business Days before the Supply Point Registration Date will be deemed for all purposes of the Code to have been obtained on the Supply Point Registration Date (and the Reconciliation Values determined accordingly).

3.4 Isolation: General

3.4.1 For the purposes of the Code and subject to paragraph 3.8:

(a) **"Isolation"** of a Supply Meter Point shall mean the amendment of the Supply Point Register in accordance with paragraph 3.5.4 for the purposes of securing that gas cannot be offtaken from the Total System at such point and **"Isolate"** shall be construed accordingly;

(b) **"Re-establish"** shall mean the re-setting by the Transporter of the previously recorded Isolation status of a Supply Meter Point to indicate that gas can be offtaken from the Total System at such Point and **"Re-established"** and **"Re-establishment"** shall each be construed accordingly; and

(c) **"T/PR/GT4"** is the document relating to the cessation of the flow of gas entitled Transporters Sealing of Equipment to Protect against Theft of Gas and Tampering, as published by the Transporters from time to time.

3.4.2 For the avoidance of doubt and subject to paragraph 3.4.3, where a Supply Meter Point has been Isolated (and unless and until an Effective Supply Point Withdrawal) the Registered User of the Supply Point in which it is comprised shall continue to be responsible for gas offtaken from the Total System at the Supply Meter Point.

Modification 0428: Single Supply Meter Points

3.4.3 In the case of a NDM Supply ~~Meter-Point~~ comprising a Supply Meter Point which has been Isolated (and unless and until it is Re-established in accordance with paragraph 3.7) NDM Supply ~~Meter-Point~~ Demand will cease to be determined in respect of that NDM Supply ~~Meter-Point~~ in accordance with Section H2.

3.5 Isolation request

3.5.1 A Registered Supply Meter Point may be Isolated subject to and in accordance with this paragraph 3.5.

3.5.2 For the purposes of paragraph 3.5.1 the User shall:

- (a) provide to the Transporter a notification complying with the following:
 - (i) specify the identity of the User;
 - (ii) specify the relevant Supply Point Registration Number, and the Supply Meter Point Reference Number of the Supply Meter Point;
 - (iii) specify the date on which gas ceased to flow;
 - (iv) contain a Valid Meter Reading obtained on the date set out in sub-paragraph (iii) above;
 - (v) specify whether the Supply Meter Installation remains connected at the Supply Meter Point;
- (b) have complied with paragraph 3.5.5.

3.5.3 Subject to paragraph 3.5.4, within one Day of receipt of a notice complying with paragraph 3.5.2 the Transporter will amend the Supply Point Register to set the status of the Supply Meter Point to "**Isolated**".

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

3.5.5 Where a User provides a notification in accordance with paragraph 3.5.2 such User shall have taken all reasonable steps to ensure that all work to cease the flow of gas has been carried out by suitably competent personnel using that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable law, recognised industry standards and T/PR/GT4, engaged in the same type of undertaking and the Transporter will be entitled to assume that the User has complied with such obligation.

3.5.6 The Transporter will not amend the Supply Point Register pursuant to paragraph 3.5.3 in the event that:

- (a) the notification submitted pursuant to paragraph 3.5.2 does not comply with the requirements set out in such paragraph; or
- (b) the User submitting the notification is not the Registered User for the relevant Supply Meter Point on the Day that the notice is received by the Transporter.

Modification 0428: Single Supply Meter Points

3.5.7 A Supply Meter Point will be treated as Isolated for the purposes of the Code (until and unless Re-established in accordance with paragraph 3.7) with effect from the Day on which the Supply Point Register was amended pursuant to paragraph 3.5.3.

3.6 Urgent Cessation of Flow of Gas

3.6.1 Nothing in the Code shall prevent the Transporter from ceasing the flow of gas at any Supply Meter Point where it appears to the Transporter that it is necessary to do so for the purposes of ensuring safety; and, for the avoidance of doubt, where it does so the Transporter shall not be in breach of its obligation to make gas available for offtake.

3.6.2 Where pursuant to paragraph 3.6.1 the Transporter undertakes work to cease the flow of gas at a Supply Meter Point other than at the request of the Registered User:

(a) the Transporter will inform the Registered User as soon as reasonably practicable after undertaking work to cease the flow of gas;

(b) nothing in the Code shall make the Registered User liable to make any payment to the Transporter in respect of the undertaking work to cease the flow of gas.

3.7 Re-establishment

3.7.1 Where a Supply Meter Point has been Isolated in accordance with paragraph 3.5.4 and the Transporter becomes aware that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point then the Transporter shall notify the Registered User of such fact.

3.7.2 Where a Supply Meter Point has been Isolated and the Registered User becomes aware (whether pursuant to paragraph 3.7.1 or otherwise) that gas is capable of being offtaken at that time (without further action being taken) from the Total System at such point it shall forthwith notify the Transporter of such fact and the Transporter shall Re-establish such Supply Meter Point.

3.7.3 For the avoidance of doubt, in the case of an NDM Supply Meter Point comprising a Supply Meter Point which has been Re-established, NDM Supply ~~Meter Point~~ Demand will be determined in respect of that NDM Supply ~~Meter Point~~ in accordance with Section H2 from the date of such Re-establishment.

3.7.4 Where a Supply Meter Point has been Isolated and is Re-established, and an Effective Supply Point Withdrawal has not occurred and the Supply Meter continues to remain physically connected to a System during the period from the date of Isolation to the date of Re-establishment then where gas was or is being offtaken from the Total System during such period, each Registered User in respect of the period for which it is or was the Registered User shall be liable for all charges (including without limitation Transportation Charges) associated with such Supply Meter Point as if it had not been so Isolated.

3.7.5 Without prejudice to the generality of paragraph 3.7.4 where a Supply Meter Point has been Isolated and an Effective Supply Point Withdrawal has occurred and the Supply Meter continues to remain physically connected to a System then:

(a) where gas was or is being offtaken at such Supply Meter Point during such period the Relevant Registered User at the time of Isolation shall be liable for all

Modification 0428: Single Supply Meter Points

charges (including without limitation Transportation Charges) associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred;

(b) where gas has not been offtaken (but is capable of being offtaken without further action being taken) at such Supply Meter Point during such period then the Relevant Registered User shall be liable for Capacity Charges and Customer Charges associated with such Supply Meter Point, as if an Isolation or Effective Supply Point Withdrawal had not occurred.

3.7.6 **"Relevant Registered User"** is the Registered User for the period commencing on the date of Isolation and ending on the next Supply Point Registration Date.

3.7.7 Charges payable in accordance with paragraph 3.7.5 shall cease to accrue on the date when a notice has been received by the Transporter that suitable works have been undertaken to ensure that the Supply Meter Point is no longer capable of offtaking gas (without further action being taken) or until Re-establishment, provided that the Transporter will be entitled to levy such charges where the Transporter discovers that suitable works have not been undertaken.

3.8 Disablement of Supply

3.8.1 In the event that a Supply Meter Point is Isolated and:

(a) the Supply Meter Installation remains physically connected to a System, the User who is the Registered User at the time of such Isolation shall ensure that upon Effective Supply Point Withdrawal such Supply Meter Installation is physically disconnected from the System within 12 months from the date of such Effective Supply Point Withdrawal; and

(b) in the event that the Supply Meter Installation is not physically disconnected within the period specified in sub-paragraph (a) above the Transporter will (where no supply of gas is required at the Supply Meter Point) take such actions to disable the flow of gas and the User who was the Registered User at the time of Effective Supply Point Withdrawal shall pay the Transporter's costs (as contained in the Transporter's Transportation Statement) in respect thereof.

4 Compensation Rules

4.1 Responding to Supply Point Nominations

4.1.1 For the purposes of this paragraph 4.1:

(a) the Transporter **"responds"** to a Supply Point Nomination by rejecting such nomination (in accordance with paragraph 2.3.6) or submitting a Supply Point Offer (in accordance with paragraph 2.4.1) or submitting a referral notice (in accordance with paragraph 2.3.8); and the Transporter **"further"** responds to a referred Supply Point Nomination by submitting a Supply Point Offer (in accordance with paragraph 2.4.1);

(b) periods within which the Transporter is to respond to a Supply Point Nomination run from the Business Day after the Supply Point Nomination was submitted; and

Modification 0428: Single Supply Meter Points

(c) a Supply Point Nomination is "**referred**" where paragraph 2.3.8 applies in relation thereto.

4.1.2 The Transporters will respond within 12 Business Days to not less than 97% of the referred Supply Point Nominations submitted by each User in any calendar month.

4.1.3 If, in respect of the referred Supply Point Nominations submitted by a User in any calendar month, the Transporters do not comply with the requirement in paragraph 4.1.2, the Transporters will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$((0.97 * A) - B - C) * £30$$

where for the relevant month:

- A is the number of referred Supply Point Nominations submitted by the User in that month;
- B is the number of referred Supply Point Nominations submitted by the User in that month to which the Transporters did respond within 12 Business Days; and
- C is the number of referred Supply Point Nominations where:
- (a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and
 - (b) the Transporter was unable to perform such site visit within 12 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 10th Business Day).

4.1.4 The Transporter will (subject to the further provisions of this paragraph 4) pay to the User £50 in respect of each referred Supply Point Nomination submitted by a User, if the Transporter does not respond within 17 Business Days provided that the Transporter will not be liable to pay such amounts where:

- (a) the Transporter reasonably considered that a site visit was necessary (in accordance with the further provisions of this Section G); and
- (b) the Transporter was unable to perform such site visit within 17 Business Days as a result of failure, acting reasonably, to obtain any consents necessary to undertake such site visit (and the Transporter shall not be required to seek any such consent after the 15th Business Day).

4.1.5 Amounts payable under paragraph 4.1.4 are in addition to and irrespective of any amounts which may become payable in respect of any month under paragraph 4.1.3.

4.1.6 For the purposes of Section V10 the rules in paragraphs 4.1.3 and 4.1.4, are Compensation Rules within Compensation Group G; and in relation thereto the 'payment month' is the second month following that in which the relevant Supply Point Nomination was submitted.

Modification 0428: Single Supply Meter Points

4.2 Rejected Supply Point Confirmations

4.2.1 Where:

- (a) a Supply Point Offer submitted by the Transporter does not comply with the applicable requirements of Section G2.4 and the UK Link Manual;
- (b) the Proposing User submitted a Supply Point Confirmation (on the basis of such Supply Point Offer) in accordance with the requirements of this Section G; and
- (c) as a result of the Supply Point Offer's non-compliance (referred to in paragraph (a)) such Supply Point Confirmation was rejected

then paragraph 4.2.2 shall apply.

4.2.2 Where this paragraph 4.2.2 applies, the Transporter will (subject to the further provisions of the Code) pay to the Proposing User an amount of £50 for each Supply Point Confirmation rejected as described in paragraph 4.2.14.2.1(c).

4.2.3 For the purposes of Section V10, the rule in paragraph 4.2.2 is a Compensation Rule within Compensation Group E, and in relation thereto and subject to paragraph 4.2.4 the 'payment month' is the second month following that in which the Supply Point Confirmation was submitted.

4.2.4 The Transporter will not and is not required to monitor its performance in relation to the Compensation Rules under this paragraph 4.2, and will not be required to make any payment under this paragraph 4.2 unless the User in question notifies to the Transporter the circumstances in which such payment is due not later than the expiry of the second month following that in which the Supply Point Confirmation was submitted, in which case the payment month becomes the second month after the month of such notification.

4.3 Site visits

4.3.1 The Transporter shall be taken to have completed a Site Visit Appointment where the Transporter attends at the Supply Point Premises on a date which complies with paragraph 1.18; and

- (a) the Transporter investigates the relevant matter (as described in paragraph 1.18); or
- (b) the User did not attend if required to do so in accordance with paragraph 1.18.3; or
- (c) the Transporter was unable (after reasonable attempts to do so at the time of its visit) to obtain access to the Supply Point Premises.

4.3.2 If the Transporter does not complete all Site Visit Appointments in a calendar month, the Transporter will (subject to the further provisions of the Code) pay to the User an amount calculated as:

$$(A) - B) * £20$$

Modification 0428: Single Supply Meter Points

where for the relevant month:

- A is the number of Site Visit Appointments due to be carried out in that month;
- B is the number of Site Visit Appointments completed in accordance with paragraph 4.3.1.

4.3.3 For the purposes of Section V10, the rule in paragraph 4.3.2 is a Compensation Rule within Compensation Group H; and in relation thereto the 'payment month' is the second month following that in which the relevant Site Visit Appointment was due to be carried out.

4.4 Conventional Notices

This paragraph 4 shall not apply in respect of a User who has elected under paragraph 1.13.1 to give Code Communications as Conventional Notices.

5 DM SUPPLY POINT CAPACITY AND OFFTAKE RATE

5.1 Introduction

5.1.1 Except for paragraph 5.6, this paragraph 5 applies only in respect of DM Supply Points ~~Components comprised in an~~ that are also LDZ Supply Points and nothing in this paragraph 5 shall apply in respect of an NTS Supply Point ~~Component~~.

5.1.2 The Supply Point Capacity which a User is registered as holding at a DM Supply Point ~~Component~~ shall be subject to minimum and maximum requirements in accordance with this paragraph 5.

5.1.3 Subject to the provisions of this paragraph 5, the Registered User of a DM Supply Point ~~Component~~ may apply to reduce or increase its Registered DM Supply Point Capacity by making a Capacity Revision Application.

5.1.4 An application ("**Capacity Revision Application**") to revise (by increasing or decreasing) Registered DM Supply Point Capacity shall specify:

- (a) the Supply Point Registration Number;
- (b) the Supply Meter Point Reference Number of the DM Supply ~~Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in the Supply Point Component~~;
- (c) the revised Supply Point Capacity and (in accordance with paragraph 5.3.2) Supply Point Offtake Rate;
- (d) the date in accordance with paragraph 5.1.5 with effect from which the revision is to take effect;
- (e) the proposed Annual Quantity for the DM Supply ~~Meter Point, or (where there is more than one DM Supply Meter Point) the relevant DM Supply Meter Point, comprised in such Supply Point Component~~;

Modification 0428: Single Supply Meter Points

(f) whether a Compressor or Booster will be installed in respect of such Supply Point-Component; and

(g) the identity of the relevant Registered User making the Capacity Revision Application and the telephone number and email address of its contact representative.

5.1.5 The date under paragraph 5.1.4(d) shall be:

(a) except in paragraph (b), 5 Business Days; or

(b) where it will (in accordance with paragraph 5.5) be necessary for the Transporter to assess the feasibility of making gas available for offtake, 21 Business Days,

after the date upon which the application is submitted.

5.1.6 A User may withdraw a Capacity Revision Application by notice to the Transporter not less than 2 Business Days before the date specified pursuant to paragraph 5.1.4(d).

5.1.7 The Transporter may reject a Capacity Revision Application or an application (in accordance with paragraph 5.3.2) for a revised Supply Point Offtake Rate:

(a) in the case of a Capacity Revision Application, where the requirements of paragraph 5.1.4 are not complied with, or (in the case of an application for an increase in Supply Point Capacity) in accordance with Section V3; and

(b) where any other requirement of this paragraph 5 is not complied with, or in accordance with any provision of this paragraph 5 which provides for such rejection.

5.1.8 Subject to paragraph 5.1.7, the Transporter will approve a Capacity Revision Application or (pursuant to paragraph 5.3.2) an application for a revised Supply Point Offtake Rate, and will inform the Registered User where such application is approved.

5.1.9 For the purposes of assessing the feasibility of making gas available for offtake, the Transporter may request the Registered User to provide any of the following information:

~~(a) the amount, resulting from such increase, of any reduction in the Supply Point Capacity relating to any other DM Supply Meter Point(s) comprised in the DM Supply Point Component and the MPRN Number of such affected DM Supply Meter Point(s);~~

~~(a)~~ (b) the proposed Annual Load Profile and Daily Load Profile;

~~(c)~~ (b) the date from which the load profile is required;

and following such request the Registered User shall promptly provide the same to the Transporter.

5.1.10 Where it is necessary for the Transporter to assess the feasibility of making gas available for offtake in accordance with paragraph 5.1.5(b), the Transporter will provide a response in accordance with paragraph 5.1.7 or 5.1.8 no later than the 18th Business Day following the date of receipt of the Capacity Revision Application.

5.1.11 Where requested by the Transporter, for the purpose of enabling the Transporter to

Modification 0428: Single Supply Meter Points

assess the Capacity Revision Application, the Registered User will promptly procure permission for the Transporter to visit the premises at which the DM Supply Meter Point is situated and access thereto.

5.1.12 Requests for information by the Transporter in accordance with paragraph 5.1.9 and provision of information by the Registered User in accordance with paragraph 5.1.4(e), (f) and (g) and paragraph 5.1.9(a) ~~and (b) and (c)~~ shall be communicated by facsimile or email.

5.1.13 For the purposes of paragraph 5.1:

(a) **“Annual Load Profile”** is the quantity (in MWh) of gas which it is anticipated will be offtaken at the DM Supply Point ~~Component~~ for each month of the Gas Year so as to show the within year variation of demand on a monthly basis.

(b) **“Booster”** is a device (typically a centrifugal fan arrangement), located downstream of the outlet of the customer control valve, used to raise the pressure of gas by up to 200 mbar across the device.

(c) **“Compressor”** is a device (typically a reciprocating or screw type arrangement), located downstream of the outlet of the customer control valve on the service pipe, used to raise the pressure of gas by up to 40 mbar across the device.

(d) **“Daily Load Profile”** is the rate (in kWh/hour) at which it is anticipated that gas will be offtaken at the DM Supply Point ~~Component~~ for each hour within the Day so as to show the within day variation of demand on an hourly basis.

~~(e) **“relevant DM Supply Meter Point”** is:~~

~~in the case of an application to increase capacity, the DM Supply Meter Point through which gas will be offtaken in respect of such increase,~~

~~where a decrease only is required (other than as a result of an increase at another DM Supply Meter Point comprised in the DM Supply Point Component) the DM Supply Meter Point through which gas will be offtaken in respect of such decrease.~~

5.2 Minimum capacity requirements

5.2.1 Subject to paragraph 5.2.8 a Registered User's Supply Point Capacity at a DM Supply Point ~~Component~~:

(a) shall not at any time be less than the Bottom-Stop Supply Point Capacity; and

(b) except within the Capacity Reduction Period or in accordance with paragraph 2.7.4(b), shall not upon the Supply Point Registration Date be less than, or thereafter be reduced below, the Prevailing Supply Point Capacity.

5.2.2 For the purposes of the Code **“Capacity Reduction Period”** means the months of October, November, December and January in any Gas Year.

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

Modification 0428: Single Supply Meter Points

- (a) subject to paragraph (d), the "**Bottom-Stop**" Supply Point Capacity in respect of a DM Supply Point ~~Component~~ is:
- (i) the amount (the "**Preceding Year Maximum Capacity**") which is the highest User SPDQ for any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but not exceeding the Maximum Supply Point Capacity; or
 - (ii) if higher, where there has been a Supply Point Ratchet (in accordance with Section B4.7) in the Gas Year, the amount of the Prevailing Supply Point Capacity (subject to and in accordance with paragraph 5.5.5) following such (or if more than one, the most recent) Supply Point Ratchet;
- (b) until the Gas Year which commences next after the first month of June which falls after the First Supply Point Registration Date there shall be no Preceding Year Maximum Capacity for a Supply Point which comprises any New Supply Meter Point, and any Supply Meter Point which has become comprised in a DM Supply Meter Point or a Supply Meter Point which has become DM; ~~shall be disregarded in determining the Preceding Year Maximum Capacity of a DM Supply Point Component until the Gas Year which commences next after the first month of June which falls after the First Supply Point Registration Date or (as the case may be) the date on which the Supply Meter Point became DM;~~
- (c) subject to paragraphs 5.2.5 and 5.2.4, the "**Prevailing**" Supply Point Capacity in respect of ~~the~~ DM Supply Point ~~Component~~ of a Supply Point is the Supply Point Capacity for the time being held by the Registered User; and
- (d) in the case of a DM Supply Point ~~Component~~ which comprises a Shared Supply Meter Point(s):
- (i) the "**Aggregate Bottom-Stop Capacity**" shall be the amount determined (irrespective of whether there were, or which Users were, Sharing Registered Users at any relevant time) as the aggregate of the Bottom-Stop Supply Point Capacities in accordance with paragraphs (a)(i) and (ii) for the all DM Supply Points Component(s) which comprised such Shared Supply Meter Point(s);
 - (ii) for the purposes of paragraph (a)(i) the Day by reference to which the Preceding Year Maximum Capacities are determined shall be the Day of the highest aggregate User SPDQs in respect of the all relevant DM Supply Points Component(s);
 - (iii) the Sharing Registered Users jointly, or a User Agent on their behalf, may from time to time notify to the Transporter the amounts, and changes in the amounts, which are to be the Bottom-Stop Supply Point Capacities in respect of their ~~respective~~ DM Supply Point ~~Components~~, provided that in aggregate such amounts are equal to the Aggregate Bottom-Stop Capacity; and
 - (iv) upon any change in the Users who are Sharing Registered Users, unless Bottom-Stop Supply Point Capacities are notified to the Transporter in accordance with paragraph (iii) not later than such change, the Bottom-Stop Supply Point Capacity in respect of each DM Supply Point ~~Component~~ shall be the Aggregate Bottom-Stop Capacity divided by the number of Firm DM Supply Points ~~Components~~.

Modification 0428: Single Supply Meter Points

~~5.2.4~~ — In respect of the DM Supply Point Component of a Proposed Supply Point which is a New Supply Point:

~~(a)~~ — the Preceding Year Maximum Capacity shall be determined as the highest relevant daily quantity (in accordance with paragraph 5.2.5(a)) in respect of any Day (other than a Day in the months of June to September inclusive) in the Preceding Year, but shall not exceed the Maximum Supply Point Capacity; and

~~(b)~~ — the Prevailing Supply Point Capacity shall be determined as the sum of the scaled relevant daily quantities (in accordance with paragraph 5.2.5(b)) for each DM Supply Meter Point comprised in the Proposed Supply Point.

~~5.2.5~~ — For the purposes of paragraph 5.2.4:

~~(a)~~ — the relevant daily quantity in respect of a Day is the sum of the Supply Meter Point Daily Quantities (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for each DM Supply Meter Point comprised in the Proposed Supply Point in respect of that Day;

~~(b)~~ — the scaled relevant daily quantity in respect of a DM Supply Meter Point comprised in an Existing Supply Point is the selected daily quantity (under paragraph (c)), multiplied by the Prevailing Supply Point Capacity, divided by the Preceding Year Maximum Capacity, in respect of the Existing Supply Point;

~~(c)~~ — for the purposes of paragraph (b), the selected daily quantity is the Supply Meter Point Daily Quantity (or, in the case of a Shared Supply Meter Point, the relevant proportion thereof) for the Supply Meter Point in respect of the Day by reference to which the Preceding Year Maximum Capacity was determined under paragraph 5.2.4(a);

~~(d)~~ — a New Supply Meter Point comprised in the Proposed Supply Point shall be disregarded; and

~~(e)~~ — for the purposes of paragraphs (a) and (c), the relevant proportion is such proportion as the Sharing Registered Users jointly or a User Agent on their behalf may notify to the Transporter before the Proposed Supply Point Registration Date, provided that such proportions aggregate unity, failing which such proportion shall be one divided by the number of DM Supply Point Components which comprise the Shared Supply Meter Point.

5.2.4 At any time at which a Supply Point Offer is outstanding in respect of a Proposed Supply Point which is includes a DM Supply Point Component:

(a) the Proposing User may before submitting a Supply Point Confirmation notify the Transporter that the User considers that the circumstances in paragraph 5.2.5 apply;

(b) where a User so notifies the Transporter:

(i) the User shall at the same time provide to the Transporter details of the User's reasons for its view and of the Supply Point Capacity which the User considers should be the Prevailing Supply Point Capacity, and evidence therefor;

(ii) the Transporter will consider the details and evidence provided by the User, and where it is reasonably satisfied that the circumstances in paragraph 5.2.5

Modification 0428: Single Supply Meter Points

do apply, will (after consultation with the User) notify the User of a reduced Supply Point Capacity; and

- (iii) if the User submits a further Nomination (for the purpose of this paragraph 5.2.4) in respect of the Proposed Supply Point, the reduced Supply Point Capacity under paragraph 0 will be the Prevailing Supply Point Capacity for the purposes of the application of paragraph 2.7.3 in respect of any Supply Point Confirmation submitted by the User; and

(c) where in the meantime the User has submitted a Supply Point Confirmation which has become effective, the User may by submitting a Supply Point Reconfirmation revise (consistently with such reduced Prevailing Supply Point Capacity) the Supply Point Capacity which it holds at the DM Supply Point ~~Component~~, and (where the User does so) any Transportation Charges already invoiced and/or paid will be redetermined (but subject to paragraph 5.2.7) on the basis that the revised Supply Point Capacity was held with effect from the Supply Point Registration Date and appropriate invoicing adjustments made in accordance with Section S.

5.2.5 The circumstances referred to in paragraph 5.2.4 are that:

(a) in applying for, or for an increase in, Supply Point Capacity, or in failing (in the Capacity Reduction Period) to apply for a reduction in Supply Point Capacity, an Existing Registered User acted either:

(i) in bad faith, in anticipation of or in consequence of the Proposing User's (or any other User's) Proposed Supply Point Registration; or

(ii) in good faith but in a manner which cannot reasonably be considered to have been commercially prudent for the Existing Registered User in the circumstances applicable to the Existing Registered User at the time; and

(b) as a result, the Prevailing Supply Point Capacity is substantially higher than necessary.

5.2.6 For the purposes of paragraph 5.2.5:

(a) the circumstances therein described do not include a change, since the application by the Existing Registered User for Supply Point Capacity or (as the case may be) an increase therein or the Capacity Reduction Period, in the nature or extent of the consumer's requirements for the supply of gas;

(b) where the consumer's consumption of gas is weather-dependent, it shall not be considered commercially imprudent for the Existing Registered User to have held Supply Point Capacity equal to 1-in-20 peak day demand.

5.2.7 For the purposes of paragraph 5.2.4(c), no adjustment will be made in respect of any change in the Applicable Commodity Rate (where a function of Supply Point Capacity) in relation to any relevant Transportation Charge already invoiced or paid.

5.2.8 Where:

(a) one of the Sharing Registered Users of a Shared Supply Meter Point applies to increase its Registered Supply Point Capacity at Supply Point ~~a DM Supply Point Component~~ ~~which comprises~~ ~~includes~~ such Supply Meter Point; and

Modification 0428: Single Supply Meter Points

(b) another of such Sharing Registered Users applies to reduce its Registered Supply Point Capacity at such a ~~DM Supply Point-Component~~ with effect from the same date as, and by an amount which does not exceed the amount of, the increase applied for under paragraph (a),

then paragraph 5.2.1 shall not apply in respect of the application under paragraph (b).

5.3 Supply Point Offtake Rate

5.3.1 The "**Supply Point Offtake Rate**" in respect of a DM Supply Meter Point Component is the maximum instantaneous rate (in kWh/hour) at which a User is permitted to offtake gas from the Total System at that Supply Meter Point-Component.

5.3.2 A User shall apply for a Supply Point Offtake Rate or revised Supply Point Offtake Rate:

(a) when submitting a Supply Point Nomination (as a Proposing User) in respect of a Proposed Supply Point which ~~includes~~ a DM Supply Point-~~Component~~;

(b) when submitting a Capacity Revision Application (whether to increase or in the Capacity Reduction Period to reduce its Supply Point Capacity) in respect of a Registered DM Supply Point-~~Component~~; and

(c) whenever the User becomes aware that the maximum offtake rate at a Registered DM Supply Point-~~Component~~ may be or has been subject to any increase or decrease;

5.3.3 Wherever a User applies for a Supply Point Offtake Rate or a revised Supply Point Offtake Rate:

(a) the User shall estimate the maximum offtake rate, in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care; and

(b) the Supply Point Offtake Rate for which the User applies shall be not less than, nor substantially more than, such estimate.

5.3.4 A User shall take all reasonable steps to secure that it becomes aware of any increase or decrease (whether by reason of a change in the size or nature of, or the nature of the use of, the Consumer's Plant or otherwise) in the maximum offtake rate before and (in any event) as soon as reasonably practicable after such increase or decrease occurs (without prejudice to paragraph 5.5.4(c) or Section J3.8).

5.3.5 The Supply Point Offtake Rate prevailing at any time in respect of any DM Supply Point-~~Component~~ will be the Supply Point Offtake Rate specified in the Supply Point Offer, subject to any increase or decrease in such Supply Point Offtake Rate which has (at such time) been approved pursuant to paragraph 5.5.4.

5.3.6 In this paragraph 5.3, the "**maximum offtake rate**" is the maximum instantaneous rate (in kWh/hour) at which gas is or is likely to be offtaken from the Total System at a Registered DM Supply Point-~~Component~~.

5.3.7 In relation to a DM Supply Point-~~Component~~ which comprises a Shared Supply Meter Point(s), the maximum offtake rate is to be determined as at the time of the

Modification 0428: Single Supply Meter Points

expected greatest instantaneous rate of offtake in aggregate at all of the DM Supply Points ~~Components~~ which comprise such Shared Supply Meter Point(s).

5.4 Absolute requirement

5.4.1 A User's Supply Point Capacity in respect of a DM Supply Point ~~Component~~ shall not be greater than 24 times, or less than 4 times, the Supply Point Offtake Rate; provided that in the case of an NTS Supply Point ~~Component~~ the User's Supply Point Capacity shall be equal to 24 times the Supply Point Offtake Rate.

5.4.2 The Transporter will reject any Supply Point Nomination in respect of a Proposed Supply Point which ~~is also includes~~ a DM Supply Point ~~Component~~ where the Nominated Supply Point Capacity and Supply Point Offtake Rate are not in compliance with paragraph 5.4.1.

5.4.3 the Transporter will reject any Capacity Revision Application by the Registered User of a DM Supply Point ~~Component~~ where the Supply Point Offtake Rate (prevailing or applied for under paragraph 5.3.2(b)) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1.

5.4.4 In relation to a DM Supply Point ~~Component~~ which comprises a Shared Supply Meter Point(s), the requirements in paragraph 5.4.1 shall apply by reference to the aggregate Supply Point Capacity held and the aggregate of the Supply Point Offtake Rates in respect of all the DM Supply Points ~~Components~~ which comprise such Shared Supply Meter Point(s).

5.5 Other requirements

5.5.1 For the purposes of this Section G, in respect of a DM Supply Point ~~Component~~:

(a) the "**Maximum Supply Point Capacity**" is the quantity which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum quantity which it is feasible to make available for offtake in a 24 hour period at the DM Supply Point ~~Component~~; and

(b) the "**Maximum Supply Point Offtake Rate**" is the instantaneous rate of offtake (in kWh/hour) which (where it is necessary to do so under this Section G) the Transporter determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point ~~Component~~

in each case consistently with the requirements of paragraph 5.4.

5.5.2 The "**Provisional Maximum Supply Point Capacity**" in respect of the DM Supply Point ~~Component of a Supply Point~~ (other than a Proposed Supply Point which comprises a New Supply Meter Point and other than an NTS Supply Point) is whichever is the lesser of:

(a) 2 times the Prevailing Supply Point Capacity; and

(b) 16 times the Supply Point Offtake Rate or (in the case of a Proposed Supply Point) Nominated Supply Point Offtake Rate.

Modification 0428: Single Supply Meter Points

5.5.3 Where a Proposing User submits a Supply Point Nomination (i) for an Existing ~~Current~~ Supply Point, in which the Nominated Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Nominated Supply Point Offtake Rate exceeds the Supply Point Offtake Rate for the Existing Supply Point, or (ii) for a ~~New~~ Supply Point comprising a New Supply Meter Point:

(a) a Supply Point Offer will not be made until the Transporter has assessed whether it is feasible to make available gas for offtake at the Nominated Supply Point Offtake Rate or (in a 24 hour period) in the amount of the Nominated Supply Point Capacity;

(b) where the Transporter determines that the Nominated Supply Point Capacity exceeds the Maximum Supply Point Capacity, the Supply Point Capacity specified in the Supply Point Offer will be the Maximum Supply Point Capacity; and

(c) where the Transporter determines that the Nominated Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the Supply Point Offtake Rate specified in the Supply Point Offer will be the Maximum Supply Point Offtake Rate.

5.5.4 Where the Registered User of a DM Supply Point ~~Component~~ (i) submits a Capacity Revision Application (for an increase) in which the increased Supply Point Capacity exceeds the Provisional Maximum Supply Point Capacity, or the Supply Point Offtake Rate (applied for under paragraph 5.3.2(b)) exceeds the prevailing Supply Point Offtake Rate, or (ii) applies for an increased Supply Point Offtake Rate pursuant to paragraph 5.3.2(c):

(a) the application will not be approved until the Transporter has assessed whether it is feasible to make available gas for offtake at the proposed Supply Point Offtake Rate or (in a 24 hour period) in the amount of the proposed Supply Point Capacity;

(b) where the Transporter determines that the increased Supply Point Capacity applied for exceeds the Maximum Supply Point Capacity, the application will be approved (if otherwise approved under this paragraph 5) for the Maximum Supply Point Capacity;

(c) where the Transporter determines that the proposed Supply Point Offtake Rate exceeds the Maximum Supply Point Offtake Rate, the application will be approved (if otherwise approved under this paragraph 5, where relevant) for the Maximum Supply Point Offtake Rate.

5.5.5 Where, following the occurrence of a Supply Point Ratchet in relation to a DM Supply Point ~~Component~~, the sum of the Capacity Ratchet Amount and the User's Registered Supply Point Capacity would exceed the Provisional Maximum Supply Point Capacity:

(a) with effect from the following Day, and until the Transporter has assessed whether it is feasible to make available gas for offtake (in a 24 hour period) in the amount of such sum, the Ratcheted Supply Point Capacity shall be equal to the Provisional Maximum Supply Point Capacity;

(b) with effect from the time at which the Transporter has assessed such feasibility, the Ratcheted Supply Point Capacity shall be equal to the lesser of:

Modification 0428: Single Supply Meter Points

- (i) the Maximum Supply Point Capacity; and
- (ii) the sum of the User's Registered Supply Point Capacity (immediately before the Supply Point Ratchet) and the Capacity Ratchet Amount; and
- (c) the Transporter will inform the Registered User of the Ratcheted Supply Point Capacity determined under paragraph (b) as soon as reasonably practicable after assessing such feasibility.

5.5.6 In relation to a DM Supply Point ~~Component~~ which comprises a Shared Supply Meter Point(s), this paragraph 5.5 and paragraph 6.5.3 shall apply by reference to the aggregate of the Supply Point Capacities and Supply Point Offtake Rates, and the rates and quantities at and in which it is feasible to make gas available for offtake in aggregate, at or in respect of ~~all the DM Supply Points Components~~ which comprise such Shared Supply Meter Point(s); and accordingly any determination pursuant to this paragraph 5.5 or paragraph 6.5.3 will be made by reference to the expected increment in the aggregate offtake of gas from the Total System at the relevant Shared Supply Meter Point(s).

5.6 Maximum NDM offtake rate

5.6.1 This paragraph 5.6 applies in respect of NDM Supply Points ~~Components~~.

5.6.2 Where the Registered User becomes aware that (as a result in any change in the extent or nature of the consumer's requirements for consumption of gas) there will be or there has been a threshold rate increase in respect of an NDM Supply Point ~~Component~~ whose Annual Quantity exceeds 732,000 kWh (25,000 therms) paragraph 5.6.5 shall apply.

5.6.3 For the purposes of this paragraph 5.6, a "**threshold rate increase**" is an increase in the maximum rate at which gas is from time to time offtaken from the Total System at the NDM Supply Point ~~Component~~ of more than:

- (a) where the Annual Quantity does not exceed 2,196,000 kWh (75,000 therms), 100 kW;
- (b) where the Annual Quantity exceeds 2,196,000 kWh (75,000 therms), 300 kW.

5.6.4 The Registered User shall take all reasonable steps to secure that it is made aware of any threshold rate increase before such increase occurs.

5.6.5 In the circumstances in paragraph 5.6.2, the Registered User shall:

- (a) notify the Transporter not less than 21 Business Days before the first time at which the threshold rate increase will occur, or if later as soon as possible after becoming aware of such increase, providing reasonable details of the amount of or reason for the increase;
- (b) take reasonable steps to secure that no threshold rate increase, or no further offtake at the rate of the threshold rate increase, occurs until such time as the Transporter has either:
 - (i) provided to the User the notice referred to in paragraph (c); or

Modification 0428: Single Supply Meter Points

(ii) notified the User that it is feasible to make gas available for offtake at the Supply Point-~~Component~~ at the increased rate notified under paragraph (a); and

(c) where the Transporter notifies to the User a rate which the Transporter determines as being the maximum instantaneous rate at which it is feasible to make gas available for offtake at the Supply Point-~~Component~~, secure that the rate of offtake of gas does not exceed such rate.

5.6.6 The Transporter will not be obliged under any provision of the Code to make gas available for offtake at an NDM Supply Point-~~Component~~ at any rate in excess of a rate in respect of which the requirements of this paragraph 5.6 have been complied with.

5.7 Supply Point Offtake Rate Review Process

5.7.1 In accordance with this paragraph 5.7, Transporters and Users undertake, in relation to DM Supply Points-~~Components~~, to annually review the Supply Point Offtake Rate at a DM Supply Point (the **“SPOR Review Process”**).

5.7.2 The relevant Transporter, in respect of a DM Supply Point-~~Component~~ comprised in which is also a LDZ Supply Point, shall provide to the Registered User of the DM Supply Point-~~Component~~, prior to the last Business Day in April of each Gas Year, an annual report, detailing the information specified in paragraph 5.7.3 (the **“Transporter SPOR Report”**).

5.7.3 The Transporter SPOR Report shall be compiled in April of each Gas Year and shall specify (where the data is available and where the Transporter considers appropriate) for each DM Supply Point-~~Component~~:

(a) the existing Supply Point Offtake Rate for the time being held by the Registered User (the **“Existing Supply Point Offtake Rate”**);

(b) the single highest hourly offtake rate (in kWh/hour) recorded at the DM Supply Point during a period covering the months from October to March (inclusive) during the current Gas Year;

(c) the Meter Point Reference Number;

(d) the Supply Point Reference Number;

(e) the address details; and

(f) any further information relating to the DM Supply Point-~~Component~~ that the Transporter considers would assist the Registered User during the SPOR Review Process.

5.7.4 On receipt of the Transporter SPOR Report, the Registered User will enter into discussions with the relevant consumer or consumer’s representative at each DM Supply Point and will endeavour to discuss the information detailed within the Transporter SPOR with a view to propose an appropriate Supply Offtake Rate (**“Proposed Supply Offtake Rate”**) which is reflective of consumer requirements at the DM Supply Point.

Modification 0428: Single Supply Meter Points

5.7.5 For each DM Supply Point ~~Component~~ specified on the Transporter SPOR Report the Registered User shall provide to the relevant Transporter, prior to the last Business Day in July of each Gas Year, a report specifying:

- (a) the Proposed Supply Point Offtake Rate; and
- (b) where the Proposed revised Supply Point Offtake Rate is:
 - (i) less than or greater than the single highest hourly offtake rate provided to the Registered User in accordance with paragraph 5.7.3(b); or
 - (ii) is the same as the Existing Supply Point Offtake Rate provided to the Registered User in accordance with paragraph 5.7.3(a);

the reason or reasons (communicated to the User by the consumer) for this difference (the "**Registered User SPOR Report**").

5.7.6 Where the Proposed Supply Point Offtake Rate specified under paragraph 5.7.5(a) is different to the Existing Supply Point Offtake Rate, the Registered User shall amend the Existing Supply Point Offtake Rate by applying for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b), prior to the last Business Day in August in the Gas Year, save for where a reduction in the Supply Point Capacity is also required at the DM Supply Point, then the Registered User shall apply for a revised Supply Point Offtake Rate in accordance with paragraph 5.3.2(b) during the period from 1 October to 31 January (inclusive) of the following Gas Year)

5.7.7 The Transporter will reject any Proposed Supply Point Offtake Rate by the Registered User of a DM Supply Point ~~Component~~ where the Supply Point Offtake Rate applied for under paragraph 5.3.2(b) and the increased or reduced Supply Point Capacity are not in compliance with paragraph 5.4.1. For these purposes the Supply Point Offtake Rate shall remain unchanged, however shall be subject to the SPOR Review Process in the following Gas Year.

6 INTERRUPTION

6.1 Introduction

6.1.1 This paragraph 6 contains provisions in relation to:

- (a) the designation of Supply Point Capacity at eligible Supply Points as Interruptible, pursuant to invitation to submit, submission and acceptance of Interruption Offers;
- (b) requirements to be satisfied by Users in respect of Interruptible Supply Points;
- (c) the Interruption by a DN Operator of the offtake of gas from an LDZ at Interruptible Supply Points; and
- (d) the consequences of a failure to Interrupt.

6.1.2 For the purposes of the Code:

- (a) Supply Point Capacity at an LDZ Supply Point is "**Interruptible**" in relation to an Interruptible Period where it is subject to Interruption in accordance with this

Modification 0428: Single Supply Meter Points

paragraph 6 and is "**Firm**" where it is not subject to Interruption;

- (b) Supply Point Capacity at an eligible Supply Point may be designated as Interruptible:
 - (i) pursuant to the acceptance of an Interruption Offer under paragraph 6.4; or
 - (ii) (upon a Supply Point Confirmation becoming effective) in accordance with paragraph 6.1.5(a) or a designation under paragraph 6.1.5(c);
- (c) an "**Interruptible Tranche**" of Supply Point Capacity at an LDZ Supply Point is a tranche (in kWh/Day) of DM Supply Point Capacity, designated as Interruptible, defined by the Registered User consistent with the requirements in paragraph 6.1.3, with an associated Interruption Allowance, Interruption Option Price and Interruption Exercise Price; and a "**proposed**" Interruptible Tranche is such a tranche which is the subject of an Interruption Offer;
- (d) "**Interruption**" in respect of a tranche of Supply Point Capacity at an LDZ Supply Point means interruption on the DN Operator's instruction (for one or more Days or parts of a Day) of the offtake of gas from the LDZ at ~~each Supply Meter Point comprised in~~ the LDZ Supply Point to the extent required under paragraph 6.7, and references to an Interruptible Tranche being Interrupted and to the DN Operator's right to Interrupt an Interruptible Tranche shall be construed accordingly;
- (e) an "**Interruptible Period**" is a Gas Year or other period in which Supply Point Capacity at a Supply Point is designated as Interruptible;
- (f) an LDZ Supply Point is an "**Interruptible**" Supply Point in an Interruptible Period where the Registered User holds Interruptible Supply Point Capacity at the LDZ Supply Point in that period;
- (g) in relation to an Interruptible Tranche of Supply Point Capacity at a Supply Point and an Interruptible Period:
 - (i) the "**Interruption Option Price**" is the amount (if any) that the DN Operator is required (irrespective of Interruption) to pay to the User, in respect of each Day of the Interruptible Period, in respect of the designation of such Supply Point Capacity as Interruptible;
 - (ii) the "**Interruption Exercise Price**" is the amount (if any) that the DN Operator is required to pay to the User in respect of each Day upon which the DN Operator Interrupts such Interruptible Tranche;
 - (iii) the "**Overall Interruption Price**" is the amount (if any) that the DN Operator would pay in total by way of Interruption Exercise Price (on the assumption of Interruption on every Day of the Interruption Allowance) and Interruption Option Priceeach expressed in pence per kWh/Day of Supply Point Capacity;
- (h) the "**Interruption Allowance**" is the number of Days in an Interruptible Period on which an Interruptible Tranche of Supply Point Capacity may be Interrupted;
- (i) the "**Minimum Interruptible Amount**" is the minimum amount of Supply

Modification 0428: Single Supply Meter Points

Point Capacity which may be comprised in an Interruptible Tranche, determined (in relation to an Interruption Zone) in accordance with the Interruptible Capacity Methodology and specified in an Interruption Invitation, subject to paragraph 6.2.5;

(j) an **"eligible"** Supply Point is an LDZ Supply Point for which the Annual Quantity is greater than 5,860,000 kWh (200,000 therms).

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

6.1.4 The designation of Interruptible Tranches of Supply Point Capacity in respect of any Interruptible Period at an LDZ Supply Point must satisfy the following requirements:

(a) the number of Interruptible Tranches shall not exceed nine (9);

(b) the aggregate amount of the Interruptible Tranches shall not exceed (but need not be equal to) the amount of the Registered Supply Point Capacity;

(c) the amount of each Interruptible Tranche shall not be less than the Minimum Interruptible Amount.

6.1.5 Where a User submits a Supply Point Confirmation in respect of a Proposed Supply Point which ~~comprises~~ ~~includes~~ any Supply Meter Point ~~that is~~ comprised in an Existing Supply Point which is Interruptible in any Interruptible Period (an **"existing"** Interruptible Supply Point):

(a) the DN Operator will provide details of the Interruptible Tranches of the existing Interruptible Supply Point to the User within two (2) days after submission of the Supply Point Confirmation (and such details will not have been provided earlier in the Supply Point Offer);

(b) ~~if the Proposed Supply Point is a Current Supply Point~~, the Proposed Supply Point shall be an Interruptible Supply Point in relation to such Interruptible Period, having the same Interruptible Tranches of Supply Point Capacity (with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices) as the existing Interruptible Supply Point, subject to paragraph 6.1.6;

~~(c) if the Proposed Supply Point is a New Supply Point, the DN Operator may reject the Supply Point Confirmation unless:~~

~~(i) not less than seven (7) days before the Proposed Supply Point Registration Date, the relevant Users collectively notify to the DN Operator a designation (complying with the requirements in this paragraph 6) of tranches of Supply Point Capacity at the relevant Proposed Supply Points as Interruptible in the Interruptible Period such that there are (at the relevant Proposed Supply Points) Interruptible Tranches having in aggregate the same amounts, and with the same Interruption Allowances, Interruption Option Prices and Interruption Exercise Prices, as those at the Current Supply Point, subject to paragraph 6.1.6(b)(v); and~~

Modification 0428: Single Supply Meter Points

~~(ii) the Supply Point Confirmations in respect of all relevant Proposed Supply Points become effective;~~

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

6.1.6 Where in relation to an Interruptible Supply Point:

(a) the amount of Supply Point Capacity held by the Registered User is subject to an increase pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is greater than the Prevailing Supply Point Capacity, the increased amount of Supply Point Capacity shall be Firm and there shall be no effect on the Interruptible Tranches of Supply Point Capacity in any Interruptible Period;

(b) the amount of Supply Point Capacity held by the Registered User is subject to a decrease pursuant to any provision of the Code, or in relation to a Supply Point Confirmation the Confirmed Supply Point Capacity is less than the Prevailing Supply Point Capacity, the amount of the decrease shall be applied in relation to each Interruptible Period so as to reduce or extinguish the Interruptible Tranches and/or reduce the Firm Supply Point Capacity in such manner as may be agreed between the DN Operator and the Registered User (or, in the case of a Supply Point Confirmation, the Proposing User) or, in the absence of such agreement, in accordance with the following provisions:

(i) the Interruptible Tranches in relation to such Interruptible Period shall be ranked in order of Overall Interruption Price, highest priced first;

(ii) the amount of the decrease in Supply Point Capacity shall be applied (so as to reduce or extinguish each such tranche) against the Interruptible Tranches in the order ranked, until the amount of the decrease has been fully applied or all Interruptible Tranches have been extinguished;

(iii) the remaining amount (if any) of the decrease in Supply Point Capacity shall be applied so as to reduce the amount of the Firm Supply Point Capacity;

(iv) if (pursuant to paragraph (ii) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm;

~~(v) in the case of a Supply Point Confirmation for a New Supply Point:~~

~~(1) the provisions of paragraphs (i) to (iv) shall be applied in relation to the existing Interruptible Supply Point(s) (in aggregate, if more than one); and~~

~~(2) paragraph 6.1.5(e) shall apply after, and on the basis of the Interruptible Tranches as determined pursuant to, paragraph (1).~~

6.1.7 If at any time an Interruptible Supply Point ceases to be an eligible Supply Point, the DN Operator may elect, by giving not less than two (2) months' notice to the Registered

Modification 0428: Single Supply Meter Points

User, that the Supply Point shall cease to be Interruptible, in which case all Interruptible Tranches of Supply Point Capacity (in respect of any Interruptible Period) shall be redesignated as Firm with effect from the date of such election.

6.1.8 The Interruption Option Price in respect of any Interruptible Tranche:

(a) shall be determined Daily in respect of the amount of the Interruptible Tranche on each Day of the Interruptible Period to which it relates, after taking account of any decrease in such amount pursuant to paragraph 6.1.6(b) and any redesignation of Supply Point Capacity as Firm in accordance with paragraph 6.5 or 6.6.7(b)(i);

(b) shall be invoiced and is payable (irrespective of whether the DN Operator exercises its right of Interruption) monthly in arrears, in accordance with Section S.

~~6.1.9 Subject to paragraph 1.5.4 (and without prejudice to the requirement for a Supply Point Reconfirmation), the Registered User of an Interruptible Supply Point may require that any Supply Meter Point whose Annual Quantity is not less than 2,196,000 kWh (75,000 therms) comprised in the DM Supply Point Component of such Interruptible Supply Point with effect from the start of an Interruptible Period.~~

6.1.9 Without prejudice to the generality thereof, the indemnity provided for in Section V11.1.1 shall apply in respect of the taking of any steps or the exercise by the Transporter of any entitlement provided for in this paragraph 6.

6.2 Interruption Invitations

6.2.1 For the purposes of this paragraph 6:

(a) an "**Interruption Offer**" is an offer by a User to designate one or more tranches of DM Supply Point Capacity at an eligible Supply Point as Interruptible in any Interruptible Period;

(b) an "**Interruption Invitation**" is an invitation by a DN Operator to Users to submit Interruption Offers in relation to Supply Points in an LDZ or part of an LDZ;

(c) an "**invitation date**" is a date on which Users may submit Interruption Offers pursuant to an Interruption Invitation;

(d) the "**Interruptible Capacity Methodology**" is the methodology established by each DN Operator and approved by the Authority setting out:

(i) the financial terms (including terms as to Interruption Option Price and Interruption Exercise Price) on which Interruption Offers may be made;

(ii) the basis on which Interruption Offers will be ranked for selection;

(iii) the basis on which Interruption Zones within an LDZ may be defined;

(iv) different numbers of Days in an Interruptible Period which may comprise an Interruption Allowance;

(v) the basis on which Minimum Interruptible Amounts will be determined;

Modification 0428: Single Supply Meter Points

(vi) such further matters as may be contemplated by this paragraph 6 or otherwise which the DN Operator may (with the approval of the Authority) decide to include;

(e) an "**Interruption Zone**" is the LDZ or part of an LDZ (determined in accordance with the Interruptible Capacity Methodology) in respect of which an Interruption Invitation is issued.

6.2.2 In each Gas Year (Y) a DN Operator shall invite Interruption Offers by Users in respect of each of Gas Years Y+4 to Y+8 inclusive, and may invite Interruption Offers in respect of Gas Years Y+1 to Y+3 inclusive (each a separate Interruptible Period) by an "**annual**" Interruption Invitation, in relation to which:

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

(b) the first such invitation date shall be not less than twenty eight (28) Days after the Interruption Invitation is issued.

6.2.3 A DN Operator may invite Interruption Offers at any other time and in respect of any other Interruptible Period (whether comprising all of part of any Gas Year), by an "**ad-hoc**" Interruption Invitation, in relation to which the invitation date(s) shall be such date or dates as the DN Operator may decide.

6.2.4 An Interruption Invitation shall specify:

(a) the identity of the DN Operator;

(b) the Interruptible Period(s) in respect of which the invitation is issued;

(c) the Interruption Zone(s) in respect of which the invitation is issued;

(d) the invitation date(s);

(e) the Minimum Interruptible Amount in respect of each Interruption Zone, subject to paragraph 6.2.5;

(f) the available Interruption Allowances (in accordance with the Interruptible Capacity Methodology);

(g) in respect of each of the available Interruption Allowances, the amount (if any), as estimated by the DN Operator at the time the Interruption Invitation is issued, of Supply Point Capacity (in excess of the amount which, at the time of the Interruption Invitation, is already Interruptible) in the Interruption Zone required to be Interruptible in each Interruptible Period;

(h) the maximum number (if greater than one) of alternative Interruption Offers which may be submitted in respect of any Supply Point, tranche of Supply Point Capacity and Interruptible Period;

(i) such further terms and conditions of the invitation as may be required or permitted by the Interruptible Capacity Methodology.

6.2.5 The Minimum Interruptible Amount specified in respect of an Interruption Zone in

Modification 0428: Single Supply Meter Points

an Interruption Invitation relating to any Interruptible Period may not be greater than the Minimum Interruptible Amount in respect of that Interruption Zone (or any other Interruption Zone which falls wholly or partially in that Interruption Zone) in any earlier Interruption Invitation relating to that Interruptible Period.

6.3 Interruption offers

6.3.1 The Registered User of an eligible Supply Point in the relevant Interruption Zone may submit Interruption Offers pursuant to an Interruption Invitation in accordance with this paragraph 6.3.

6.3.2 An Interruption Offer shall specify:

- (a) the identity of the User;
- (b) the Interruption Invitation in respect of which the Interruption Offer is made;
- (c) the Supply Point (within the relevant Interruption Zone) in respect of which the Interruption Offer is made;
- (d) the Interruptible Period(s) in respect of which the Interruption Offer is made;
- (e) the following details (consistent with the requirements in paragraphs 6.1.4 and 6.3.3) of each proposed Interruptible Tranche:
 - (i) the amount (in kWh/Day of Supply Point Capacity) of the proposed Interruptible Tranche;
 - (ii) the Interruption Allowance (being one of the available allowances in the Interruption Invitation);
 - (iii) the Interruption Option Price (in pence per kWh/Day of Interruptible Supply Point Capacity);
 - (iv) the Interruption Exercise Price (in pence per kWh/Day of Supply Point Capacity per Day of Interruption); and
 - (f) such further details as may be permitted or required by the Interruptible Capacity Methodology.

6.3.3 Where (pursuant to an earlier Interruption Invitation) a Supply Point is already an Interruptible Supply Point in an Interruptible Period, an Interruption Offer in relation to that Interruptible Period (or in the case of an ad-hoc Interruption Invitation, an Interruptible Period falling within that period):

- (a) may specify additional proposed Interruptible Tranches, provided that the requirements in paragraph 6.1.4(a) and (b) shall apply in respect of the existing and proposed Interruptible Tranches in aggregate;
- (b) subject to any requirements in the Interruptible Capacity Methodology, may specify an increase in the Interruption Allowance in respect of any existing Interruptible Tranche.

6.3.4 A User may submit an Interruption Offer, and may withdraw or modify an

Modification 0428: Single Supply Meter Points

Interruption Offer already submitted in respect of the Interruption Invitation, at any time between 08:00 hours and 17:00 hours on an invitation date.

6.3.5 In relation to an Interruption Invitation, Supply Point, proposed Interruptible Tranche and Interruptible Period, a User may have, at any one time, up to but no more than the number prescribed in the Interruption Invitation of Interruption Offers capable of acceptance by a DN Operator.

6.3.6 A DN Operator may reject an Interruption Offer where:

- (a) the Interruption Offer is made in respect of an Supply Point which is not an eligible Supply Point;
- (b) the User submitting the Interruption Offer is not the Registered User of the Supply Point in respect of which the Interruption Offer is made;
- (c) the Interruption Offer does not comply with any of the requirements in paragraphs 6.1.4, 6.3.2 and (if applicable) 6.3.3;
- (d) the Interruption Offer does not comply with any other requirement specified (consistent with the Interruptible Capacity Methodology) in the Interruption Invitation.

6.3.7 The DN Operator will inform the User of the rejection of an Interruption Offer pursuant to paragraph 6.3.6 within two (2) Business Days after the invitation date on which the offer was submitted.

6.4 Acceptance of Interruptible Offers

6.4.1 In relation to each Interruption Invitation, the DN Operator shall:

- (a) select Interruption Offers (from those prevailing at the end of the last invitation date) for acceptance in accordance with the Interruptible Capacity Methodology;
- (b) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted; and
- (c) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation, inform each User of which of its Interruption Offers have, and which have not, been accepted.

6.4.2 Where the DN Operator accepts an Interruption Offer:

- (a) the proposed Interruptible Tranche subject to the Interruption Offer shall be designated as Interruptible;
- (b) the DN Operator shall be liable to pay the User the Interruption Option Price in accordance with paragraph 6.1.8.

6.4.3 In relation to each Interruption Invitation, the DN Operator will publish the details set out in paragraph 6.4.4, in respect of the LDZ as a whole, and separately in respect of each Interruption Zone in respect of which Interruption Offers submitted by at least three (3) Users were accepted:

Modification 0428: Single Supply Meter Points

(a) in the case of an ad-hoc Interruption Invitation, not more than twenty eight (28) days after the last invitation date in respect of such ad-hoc Interruption Invitation; and

(b) in the case of an annual Interruption Invitation, not later than 31 July in the year of such annual Interruption Invitation.

6.4.4 The details referred to in paragraph 6.4.3 are:

(a) the number of Interruption Offers received;

(b) the number of Interruption Offers accepted by the DN Operator;

(c) the aggregate amount of Supply Point Capacity in respect of which Interruption Offers were received;

(d) the aggregate amount of Supply Point Capacity which was designated as Interruptible pursuant to Interruption Offers accepted by the DN Operator;

(e) the highest and lowest Overall Interruption Prices submitted by Users; and

(f) the highest and lowest Overall Interruption Prices submitted by Users under Interruption Offers which were accepted.

6.5 Redesignation of Supply Point Capacity as Firm

6.5.1 The Registered User of an Interruptible Supply Point may at any time (other than in a period between the issue of an Interruption Invitation and the last of the invitation dates under such invitation) apply to the DN Operator to redesignate Interruptible Supply Point Capacity as Firm, by notice specifying:

(a) the identity of the Supply Point;

(b) the date ("**redesignation date**"), not less than two months after the application is made, with effect from which the redesignation is requested to take effect;

(c) the quantity of Supply Point Capacity to be redesignated as Firm.

6.5.2 The DN Operator shall accept an application to redesignate Interruptible Supply Point Capacity as Firm with effect from the redesignation date unless the DN Operator determines and notifies the User that the Firm Transportation Requirement will not (at such date or at any time thereafter) be satisfied, in which case the application shall lapse.

6.5.3 For the purposes of the Code the "**Firm Transportation Requirement**" in respect of an Interruptible Tranche of Supply Point Capacity is the requirement that (after taking into account the Transporter's ability to Interrupt at other Interruptible Supply Points) it would be feasible, without the right of Interruption of such Interruptible Tranche, to make gas available for offtake at the Supply Point at a rate not less than the Supply Point Offtake Rate and in quantities (in a twenty-four (24) hour period) in the amount of the Supply Point Capacity.

6.5.4 Where an application to redesignate Interruptible Supply Point Capacity as Firm is accepted, in relation to each relevant Interruptible Period:

Modification 0428: Single Supply Meter Points

- (a) the Interruptible Tranches of Supply Point Capacity shall be ranked in order of Overall Interruption Price, highest-priced first;
- (b) the Supply Point Capacity in each such tranche, in the order ranked, shall be redesignated as Firm, until the requested amount of Supply Point Capacity has been redesignated or (as the case may be) all of the Interruptible Supply Point Capacity has been redesignated;
- (c) if (pursuant to paragraph (b) the residual amount of any Interruptible Tranche is less than the Minimum Interruptible Amount, such amount shall be redesignated as Firm.

6.5.5 For the purposes of paragraph 6.5.3:

- (a) a relevant Interruptible Period is any Interruptible Period, commencing from the Interruptible Period in which the redesignation date falls, for which there is Interruptible Supply Point Capacity at the Supply Point;
- (b) the redesignation shall take effect with effect from the redesignation date.

6.6 Requirements as to Interruptible Supply Points

6.6.1 By submitting an Interruption Offer in respect of an LDZ Supply Point in relation to any Interruptible Period, or submitting a Supply Point Confirmation in respect of an Interruptible Supply Point, and by not applying to redesignate Supply Point Capacity as Firm at any time, the Registered User represents to the DN Operator that, or where the User is not the supplier that the supplier has represented to the User that, the requirement in paragraph 6.6.2 will be complied with.

6.6.2 The requirement referred to in paragraph 6.6.1 is that the contract or contracts of supply to the consumer, in force at the time of the User's action or omission under paragraph 6.6.1, oblige the consumer to give effect to Interruption (including in the case where the requirement for Interruption is notified by the DN Operator under paragraph 6.8.4) to the extent required on the basis of the Interruptible Tranches of Supply Point Capacity which will exist as a result of such action or omission.

6.6.3 Where a User is or is to become the Registered User of one or more Interruptible Supply Points the User shall:

- (a) not later than the relevant date (in accordance with paragraph 6.6.6) in respect of the first Interruptible Supply Point of which it becomes Registered User, provide to the DN Operator at least one telephone number and at least one (1) facsimile number (but not more than four (4) numbers in total) by means of which the DN Operator may contact, twenty-four (24) hours a Day, a representative of the User, and the name(s) or title(s) of not more than three (3) representatives of the User who may be contacted at such numbers;
- (b) maintain the details provided under paragraph (a) up to date, and notify the DN Operator of any change in such details before such change takes effect; and
- (c) secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) or by facsimile.

Modification 0428: Single Supply Meter Points

- 6.6.4 A User shall, in relation to each Interruptible Supply Point of which it is or is to become the Registered User:
- (a) not later than the relevant date (in accordance with paragraph 6.6.6), provide to the DN Operator:
 - (i) in accordance with paragraph (e), the names and/or job titles of representatives of the consumer ("**interruption contacts**") (who, for the avoidance of doubt, may be the same contacts as those referred to in Section Q as "emergency contacts"), provided that the total number of interruption contacts provided for under this paragraph (and emergency contacts provided for under Section Q) shall not exceed five (5) in relation to any Supply Point;
 - (ii) at least one (1) (but not more than four (4)) telephone numbers for each interruption contact by means of which the DN Operator may contact, twenty-four (24) hours a day, at least one interruption contact; and
 - (iii) one (1) facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions twenty-four (24) hours a day;
 - (b) take all reasonable steps to secure that the details provided under paragraph (a) are maintained up to date and to notify the DN Operator of any change in such details before such change takes effect;
 - (c) take all reasonable steps to secure that at all times on each Day one of such representatives is available and capable of being so contacted by telephone (with access to facsimile) and by facsimile;
 - (d) secure that the consumer acknowledges the right of the DN Operator to contact the consumer in the circumstances in paragraph 6.8.4 and undertakes to comply with any notification by the DN Operator thereunder; and
 - (e) for the purposes of paragraph (a):
 - (i) in the case of an Interruptible Supply Point in respect of any site which is manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than four (4) interruption contacts; and
 - (ii) in the case of an Interruptible Supply Point in respect of any site which is not manned twenty-four (24) hours a day, provide to the DN Operator the name(s) and/or job title(s) of at least one (1) but not more than two (2) interruption contacts.
- 6.6.5 For the purposes of enabling the DN Operator to plan the exercise of its rights as to Interruption of Interruptible Supply Points, in relation to each Gas Year the Registered User of an Interruptible Supply Point will, if so required by the DN Operator, not later than the relevant date (in accordance with paragraph 6.6.6) and thereafter from time to time upon any significant change in such details, obtain from the consumer or supplier and provide to the DN Operator the consumer's best estimate of the following details:
- (a) whether or not gas is likely in normal circumstances to be offtaken at or

Modification 0428: Single Supply Meter Points

between particular times of Day specified by the DN Operator for the purposes of this paragraph 6.6.5;

- (b) the maximum quantity of gas to be offtaken on any Saturday and on any Sunday; and
- (c) holiday periods in each year during which gas will not be offtaken from the LDZ at the Supply Point ~~(or the DN Supply Point Component thereof)~~.

6.6.6 For the purposes of paragraphs 6.6.3, 6.6.4 and 6.6.5, the relevant date in respect of an Interruptible Supply Point in relation to a User is:

- (a) the day which is twenty eight (28) days before the start of the first Interruptible Period in respect of which the User submitted any Interruption Offer in relation to that Supply Point; or
- (b) (as the case may be) the date on which the User submits a Supply Point Confirmation as provided in paragraph 6.1.5.

6.6.7 If the User fails to comply with any of the requirements in paragraphs 6.6.3, 6.6.4 and 6.6.5, then (without prejudice to the User's continuing obligation to comply):

- (a) the DN Operator may notify the User of such failure;
- (b) if within five (5) Business Days after the DN Operator's notification under paragraph (a) the User has not remedied such failure to comply:
 - (i) the DN Operator may give notice to the User to the effect that the Supply Point Capacity comprised in all or any of the Interruptible Tranches in relation to any Interruptible Period is redesignated as Firm;
 - (ii) in any event, the DN Operator shall not be liable to pay the Interruption Option Price in respect of any Interruptible Tranche in respect of any month until the failure to comply is remedied.

6.6.8 Where in relation to any Interruptible Supply Point (but without prejudice to Section C in relation to Renominations), the Registered User or supplier:

- (a) exercises (other than pursuant to an Interruption Notice under paragraph 6.8.1) any entitlement to require the consumer to discontinue consuming gas offtaken from the LDZ on a Day; or
- (b) having exercised such an entitlement, authorises the consumer to resume such consumption

the Registered User will as soon as reasonably practicable, and in accordance with paragraph 6.6.10, inform the DN Operator of the matters set out in paragraph 6.6.9, provided that the Registered User shall use reasonable endeavours to inform the DN Operator not more than one (1) hour after such discontinuance and/or not less than one (1) hour before such resumption.

6.6.9 The matters to be informed by the Registered User to the DN Operator pursuant to paragraph 6.6.8 are:

Modification 0428: Single Supply Meter Points

- (a) the identity of the Interruptible Supply Point;
- (b) the time with effect from which the consumer will be required to discontinue, or authorised to resume, consumption; and
- (c) an estimate of the amount by which the quantity of gas offtaken will increase or decrease as a result of such discontinuance or resumption.

6.6.10 For the purposes of paragraph 6.6.8 the User will give the relevant information to the DN Operator by means of telephone or facsimile, unless it has given to the DN Operator not less than one month's notice of its intention to give such information by Batch Transfer Communication, in which case such User will give information to the DN Operator for the purposes of paragraph 6.6.8 only by Batch Transfer Communication, and will promptly inform the DN Operator by telephone or facsimile of the transmission of each such Batch Transfer Communication.

6.6.11 Where the DN Operator notifies a User that it is unable satisfactorily to access a Batch Transfer Communication transmitted pursuant to paragraph 6.6.10, that User will promptly send to the DN Operator by facsimile the information contained in that Batch Transfer Communication.

6.6.12 Where the Transporter reasonably determines, in relation to an Interruptible Supply Point ~~with a DM Supply Point Component~~ whose Annual Quantity does not exceed 58,600,000 kWh (2,000,000 therms), that (by reason of the location or other characteristics of the part of the System in which the Supply Point is located, or the nature of the Consumer's Plant) the operational benefits of the Transporter's ability to Interrupt the Supply Point would be materially diminished unless individual Output Nominations are made in respect of the Supply Point, the Transporter may designate the Supply Point as requiring individual Output Nominations for the purposes of Section A4.5.3.

6.6.13 Any designation under paragraph 6.6.12 shall be:

- (a) in the case of an existing Supply Point Registration, by notice to the Registered User not later than the fifth (5th) Business Day in September in the Gas Year preceding the first Gas Year in which such designation is to be effective; or
- (b) in the case of a Proposed Supply Point Registration, in the Supply Point Offer.

6.7 Interruption

6.7.1 The DN Operator shall be entitled, in accordance with the further provisions of this paragraph 6, to require Interruption on a number of Days in an Interruptible Period not exceeding the Interruption Allowance, in respect of any Interruptible Tranche of Supply Point Capacity at a Supply Point.

6.7.2 Where (in accordance with this paragraph 6) the DN Operator requires Interruption at a Supply Point, the Registered User shall secure that the requirements in paragraph 6.7.3 are complied with.

6.7.3 The requirements are that:

- (a) at all times at which the requirement for Interruption is in force, the rate of

Modification 0428: Single Supply Meter Points

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

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

and

(b) on each Day or part Day of Interruption the quantity of gas offtaken, in kWh, during the period in which the requirement for interruption is in force, does not exceed a quantity determined as follows:

$$(\text{SPC} - \text{IT}) * \text{H} / 24$$

where

SPOR is the Supply Point Offtake Rate;

SPC is the Registered Supply Point Capacity;

IT is the amount or aggregate amount (in kWh/Day) of the Interruptible Tranche or Interruptible Tranches which were subject to Interruption pursuant to the relevant requirement;

H is the period in hours on the Day during which the requirement for Interruption was in force.

6.7.4 Subject to paragraph 6.7.5, the DN Operator may require Interruption at an Interruptible Supply Point:

- (a) for operational purposes in connection with the management of its System, or
- (b) on not more than three (3) Days in any Gas Year, where the DN Operator has any reasonable doubt as to whether the requirements in paragraph 6.6.2 are satisfied or the provisions of this paragraph 6.7 in relation to Interruption are or are capable of being complied with in respect of the Supply Point, for the purposes of verifying such matters

and the DN Operator may, where it has issued an Interruption Notice pursuant to paragraph (a) or (b), issue a replacement Interruption Notice pursuant to the other subparagraph and from the time at which such replacement notice takes effect all rights, obligations or restrictions applicable to such replacement notice shall apply accordingly and shall supersede those applicable to the replaced notice.

6.7.5 The number of Days (including parts of a Day) in respect of which the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity in any Interruptible Period shall not exceed the Interruption Allowance.

6.7.6 Where the DN Operator requires Interruption in respect of an Interruptible Tranche of Supply Point Capacity, the DN Operator shall pay to the Registered User the Interruption Exercise Price invoiced and payable in accordance with Section S in respect of such Interruptible Tranche, for each Day (including part of a Day) of such Interruption.

6.7.7 For the purposes of paragraphs 6.7.6 and 6.7.7, a Day in respect of which the DN Operator gives more than one Interruption Notice in respect of an Interruptible Tranche shall be counted only as one (1) Day of Interruption of the Interruptible Tranche.

Modification 0428: Single Supply Meter Points

6.7.8 The exercise by the DN Operator of any right (other than pursuant to this paragraph 6.7) to require or secure the discontinuance or reduction of offtake at any Supply Meter Point shall not count towards the use of any Interruption Allowance or otherwise count as Interruption for the purposes of this paragraph 6.7.

6.7.9 For the purposes of this paragraph 6, where an Interruption Notice is given in relation to an Interruptible Supply Point, the requirement for Interruption pursuant to that notice is **"in force"** with effect from the Interruption Start Time specified in the notice until:

- (a) the time specified in the DN Operator's notification under paragraph 6.8.5 or (if no time is specified) the time that such notification is given, or
- (b) if earlier, the Interruption Start Time under another Interruption Notice relating to the same Interruptible Supply Point.

6.8 Interruption Notification Requirements

6.8.1 Where the DN Operator requires or has a revised requirement for Interruption in respect of one or more Interruptible Tranches at one or more Supply Points, the DN Operator will give to the Registered User, not less than five (5) hours before the time (**"Interruption Start Time"**) with effect from which Interruption is required, notice (**"Interruption Notice"**) specifying:

- (a) the Supply Points and (for each Supply Point) the Interruptible Tranche(s), to be Interrupted;
- (b) the Gas Flow Day;
- (c) the Interruption Start Time; and
- (d) the DN Operator's estimate (which shall not bind the DN Operator) of the time at which the requirement for Interruption will cease to apply.

6.8.2 The User may request by telephone or facsimile an alteration to the Supply Points and Interruptible Tranches specified in the Interruption Notice; and where not less than five (5) hours before the Interruption Start Time the DN Operator and the User have agreed (but so that the DN Operator shall not be required to agree) upon such an alteration, the Interruption Notice will be revised accordingly and resubmitted by the DN Operator to the User as soon as reasonably practicable.

6.8.3 The User shall, by telephone or facsimile (or otherwise in accordance with this paragraph 6.8):

- (a) not later than thirty (30) minutes after Interruption Notice was given, acknowledge receipt of that notice;
- (b) not later than five (5) hours after Interruption Notice was given, confirm to the DN Operator that Interruption (in accordance with such notice) has taken place or shall take place; and
- (c) as soon as reasonably practicable, notify the DN Operator of any facts or circumstances known to the User that might prevent Interruption from taking place or

Modification 0428: Single Supply Meter Points

cause Interruption to take place after the Interruption Start Time;

6.8.4 Where the User has not acknowledged receipt of an Interruption Notice within thirty (30) minutes after such notice was given, the DN Operator may not less than four (4) hours before the Interruption Start Time notify the requirement for Interruption at each relevant Supply Point directly to the consumer, specifying the Gas Flow Day, Interruptible Tranches subject to Interruption and Interruption Start Time.

6.8.5 Where the DN Operator has given an Interruption Notice (which has not been superseded by another such notice) in respect of any Interruptible Tranche(s) of Supply Point Capacity, as soon as reasonably practicable after the DN Operator determines that the requirement for Interruption at that Interruptible Tranche no longer applies or will at a certain time cease to apply (having regard to the circumstances in accordance with paragraph 6.7.4 in which such notice was given), the DN Operator will so notify the User specifying the time (where later than the time of such notification) at which the requirement for Interruption will no longer apply.

6.9 Not Used

6.10 Failure to Interrupt

6.10.1 For the purposes of the Code:

(a) subject to paragraph (b), there is a **"failure to Interrupt"** in relation to an Interruptible Tranche of Supply Point Capacity where, on any occasion on which the DN Operator requires Interruption in respect of the Supply Point, either of the requirements in paragraph 6.7.3 is not complied with on any Day (the **"failure Day"**) during which the requirement for Interruption was in force;

(b) a failure to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b) will be counted as a failure to Interrupt for the purposes of paragraph 6.10.2 if:

(i) the User does not demonstrate to the reasonable satisfaction of the DN Operator that all appropriate steps are being taken to ensure that such a failure does not recur at the relevant Supply Point; or

(ii) the failure is the third failure occurring at the relevant Supply Point during the same Gas Year to comply with a requirement for Interruption pursuant to paragraph 6.7.4(b)

but not otherwise; provided that any such failure shall be counted as a failure to interrupt for the purposes of paragraph 6.10.6;

(c) for the purposes of paragraph 6.10.1(b), a Supply Point the subject of a Supply Point Reconfirmation shall be treated as being the same Supply Point as the Existing Supply Point.

6.10.2 Where there is a failure to Interrupt at a Supply Point:

(a) irrespective of whether the failure to Interrupt resulted from Force Majeure, and irrespective of the size and number of the Interruptible Tranches which were subject to Interruption, where the DN Operator determines that the failure to Interrupt results in a significant risk to the security of the relevant System the DN Operator may take any

Modification 0428: Single Supply Meter Points

steps available to it to isolate or disconnect ~~any or all~~ the Supply Meter Points (irrespective of whether ~~any~~ it is a Shared Supply Meter Point) comprised in the Supply Point; and

(b) save to the extent the failure to Interrupt resulted from Force Majeure, and subject to paragraph 6.10.8, the Registered User shall pay, in respect of each failure Day, a charge determined as the aggregate, for all Interruption Notices under which the requirement for Interruption was in force on that Day, of the following:

$$X = 2 * Y * Z$$

where:

X is the amount payable in respect of each Interruption Notice in respect of the failure Day;

Y is the greater of:

Y1 the aggregate quantity (in kWh) of gas offtaken at the Supply Point, at any time or times on the Day at which the requirement for Interruption was in force, at a rate in excess of the rate permitted in paragraph 6.7.3(a); and

Y2 the quantity (in kWh) offtaken, during the period in the Day in which the requirement for Interruption was in force, in excess of the quantity permitted in paragraph 6.7.3(b);

Z is the greater of:

Z1 the Applicable Annual Rate of the LDZ Capacity Charge in respect of the Supply Point; and

Z2 the weighted average Overall Interruption Price applicable in respect of the Interruptible Tranches which the User is treated as having failed to Interrupt, determined in accordance with paragraph (c);

(c) for the purposes of determining 'Z2':

(i) the Interruptible Tranches which were subject to Interruption shall be ranked in order of Overall Interruption Price, highest-priced first;

(ii) the quantity 'Y' shall be allocated to such Interruptible Tranches in the order ranked, until such quantity has been allocated in full;

(iii) the Interruptible Tranches which the User is treated as having failed to Interrupt shall be the tranches to which the quantity 'Y' was so allocated (and where the amount or remaining unallocated amount of the quantity 'Y' is less than the amount of the relevant Interruptible Tranche, such amount or remaining unallocated amount is the **"failed portion"** of such tranche);

(iv) the weighted average Overall Interruption Price is determined as follows:

$$\sum_T (QTF_T * OIP_T) / \sum_T QTF_T$$

where

Modification 0428: Single Supply Meter Points

Σ_T is summation by the Interruptible Tranches which the User was treated as failing to Interrupt

and where for each such Interruptible Tranche

QTF_T is the amount (or as the case may be the failed portion) of the Interruptible Tranche

OIP_T is the Overall Interruption Price of such Interruptible Tranche.

- 6.10.3 The amounts payable under paragraphs 6.10.2(b) and 6.10.4 will be invoiced and are payable in accordance with Section S.
- 6.10.4 Where the DN Operator takes any such steps as are referred to in paragraph 6.10.2(a) the Registered User will be liable to reimburse to the DN Operator the costs and expenses incurred by the DN Operator in taking such steps and in any subsequent reconnection or restoration of the connection of the Supply Point.
- 6.10.5 The Registered User shall secure that there is made available to the DN Operator such access to the Supply Point and ~~the~~ Supply Meter Points comprised in the Supply Point as shall be required for the purposes of paragraph 6.10.2(a).
- 6.10.6 No Day on which there is a failure to Interrupt in respect of an Interruptible Tranche of Supply Point Capacity shall count:
- (a) towards use of the Interruption Allowance in respect of that Interruptible Tranche under paragraph 6.7.6, or
 - (b) as a Day in respect of which the DN Operator is required to pay the Interruption Exercise Price under paragraph 6.7.7.
- 6.10.7 The following shall not be Force Majeure affecting a User for the purposes of this paragraph 6.10:
- (a) the unavailability of any such representative as is referred to in paragraph 6.6.3 or 6.6.4 of the User or the consumer to be contacted by the DN Operator, other than for wholly unforeseeable and unavoidable reasons (which must also satisfy the conditions for being Force Majeure); and
 - (b) the fact that there is no facility for the Consumer's Plant to operate with a supply of fuel or energy alternative to or in substitution for gas.
- 6.10.8 Where the Registered User has requested (in compliance with the applicable requirements of paragraph 3) the Isolation of each Supply Meter Point comprised in an Interruptible Supply Point, subject to paragraph 3.7, the User shall not be liable under paragraph 6.10.2(b) in respect of any subsequent failure to Interrupt at such Supply Point (unless and until any such Supply Meter Point is re-established).

6.11 Shared Supply Meter Points

- 6.11.1 This paragraph 6.11 applies in respect of any Interruptible Supply Point(s) in which a Shared Supply Meter Point is comprised.

Modification 0428: Single Supply Meter Points

6.11.2 Paragraph 6.7.3 shall apply on an aggregated basis, in respect of all ~~DM Supply Points Components~~ ("relevant" ~~DM Supply Points Components~~) which comprised in all the relevant ~~Supply Points in which~~ the Shared Supply Meter Point is comprised, and in accordance with the further provisions of this paragraph 6.11.

6.11.3 Where an Interruption Notice is given in respect of any such Interruptible Supply Point:

(a) for the purposes of paragraph 6.7.3(a), the maximum permitted rate of offtake at the ~~(in aggregate at all relevant DM Supply Point Components)~~ shall be:

$$\frac{\sum_F \text{SPOR} + \sum_I \text{SPOR} * (\text{SPC} - \text{IT})}{\text{SPC}}$$

(b) for the purposes of paragraph 6.7.3(b), the maximum permitted quantity (in aggregate at all relevant ~~DM Supply Points Components~~) shall be:

$$\sum_F \text{SPC} + \sum_I (\text{SPC} - \text{IT}) * \text{H} / 24$$

where

\sum_F is summation over all (if any) relevant ~~DM Supply Point Components~~ comprised in Firm Supply Points

\sum_I is summation over all (if any) relevant ~~DM Supply Point Components~~ comprised in Interruptible Supply Points

and where SPOR, SPC, IT and H have the meanings in paragraph 6.7.3.

6.11.4 The provisions of paragraph 6.10.2(b) shall apply, irrespective of the allocation (including pursuant to paragraphs 1.7.7 or 1.7.8) among Users of the quantity of gas offtaken on any Day at the relevant ~~DM Supply Points Components~~, on the following basis:

(a) the quantity 'Y' shall be determined on the basis of the aggregate quantities offtaken at all relevant ~~DM Supply Points Components~~ in excess of the permitted rate or amount in accordance with paragraph 6.11.3;

(b) all Interruptible Tranches subject to Interruption at all relevant ~~DM Supply Points Components~~ in aggregate shall be ranked as provided in paragraph 6.10.2(c)(i), and the aggregate quantity 'Y' allocated to them as provided in paragraph 6.10.2(c)(ii), to determine (under paragraph 6.10.2(c)(iii)) the Interruptible Tranches which the Registered Users are treated in aggregate as having failed to Interrupt;

(c) the Registered Users of the Interruptible Supply Points shall be liable for the aggregate amount payable in respect of a Day pursuant to paragraph 6.10.2(b) (as determined in accordance with this paragraph 6.11.4):

(i) in the prevailing proportions (if any) notified under paragraph 1.7.13(b);

(ii) in the absence of any such notified proportions, in proportion to the Nominated Quantities for the Day in respect of the relevant ~~DM Supply Points Components~~ comprised in the Interruptible Supply Points.

Modification 0428: Single Supply Meter Points

6.12 Interruptible LDZ Capacity at LDZ CSEPs

6.12.1 Subject to the applicable CSEP Network Exit Provisions and the provisions of any Ancillary Agreement relating to the CSEP, a CSEP User or CSEP Users may designate a tranche or tranches of LDZ Capacity in relation to an LDZ CSEP as interruptible, subject to and in accordance with this paragraph 6.12.

6.12.2 In this paragraph 6.12 references to an LDZ CSEP are to an LDZ System Point as referred to in Section A3.3.1 and not to any separate System Exit Point deemed (pursuant to CSEP Network Exit Provisions) to be comprised in such a System Point as provided in Section A3.3.5.

6.12.3 For the purposes of this paragraph 6.12, paragraphs 6.1 to 6.10 shall apply, subject to the further provisions of this paragraph 6.12, as if references in those paragraphs:

- (a) to an LDZ Supply Point were to an LDZ CSEP;
- (b) to a Supply Meter Point were to an Individual System Exit Point comprised in a CSEP;
- (c) to DM Supply Point Capacity were to LDZ Capacity;
- (d) to the Registered User of a Supply Point were to a CSEP User in relation to a CSEP;
- (e) to a User, in the context of an Interruptible Tranche, were to all of the Interruptible CSEP Users (in accordance with paragraph 6.12.5).

6.12.4 Paragraphs 6.1.5, 6.5, 6.6, 6.7.4(b), 6.8.4, 6.10.2(a) and 6.10.4 shall not apply for the purposes of this paragraph 6.12 (but without prejudice to any equivalent provisions of the CSEP Network Exit Provisions and/or any Ancillary Agreement).

6.12.5 For the purposes of this paragraph 6.12, in relation to each Interruptible Tranche of LDZ Capacity at an LDZ CSEP for an Interruptible Period:

- (a) the CSEP User(s) ("**Interruptible CSEP User(s)**") associated with such Interruptible Tranche, and
- (b) the proportions ("**Interruptible CSEP Proportions**", aggregating one (1)) in which the Interruptible CSEP User(s) have entitlements and liabilities in respect of such Interruptible Tranche

shall be determined in accordance with paragraphs 6.12.6 and 6.12.7.

6.12.6 An Interruption Offer in respect of a CSEP:

- (a) shall specify, in addition to the requirements (construed in accordance with paragraph 6.12.3) in paragraph 6.3.2, in respect of each Interruptible Tranche of LDZ Capacity, the identity of each Interruptible CSEP User and the Interruptible CSEP Proportions (aggregating one (1)) for such CSEP Users;
- (b) shall be submitted by or on behalf of all of the Interruptible CSEP Users.

6.12.7 The identity of the Interruptible CSEP User(s), and/or their respective Interruptible

Modification 0428: Single Supply Meter Points

CSEP Proportions (aggregating one (1)), in respect of an Interruptible Tranche of LDZ Capacity at an LDZ CSEP, may be varied from time to time by a notice submitted to the DN Operator submitted by or on behalf of each CSEP User which (prior to such notice) is, or (pursuant to such notice) is to become, an Interruptible CSEP User.

- 6.12.8 There is no requirement under the Code that (and the DN Operator will not be concerned with whether) the Interruptible CSEP User(s) at an LDZ CSEP hold or continue to hold LDZ Capacity corresponding to their respective Interruptible CSEP Proportions of the Interruptible Tranches.
- 6.12.9 The amount in aggregate of the Interruptible Tranches at an LDZ CSEP shall not exceed the amount in aggregate of LDZ Capacity held by all of the Interruptible CSEP Users; and paragraph 6.1.6 shall apply on the basis of increases and decreases in the aggregate amounts of LDZ Capacity held by such Interruptible CSEP Users.
- 6.12.10 For the purposes of paragraphs 6.7.3 and 6.10.2 (as they apply for the purposes of this paragraph 6.12):
- (a) references to the Registered Supply Point Capacity shall be references to the aggregate LDZ Capacity held by all CSEP Users at a CSEP;
 - (b) references to the Supply Point Offtake Rate shall be to the maximum aggregate rate of offtake permitted in accordance with the CSEP Network Exit Provisions (as referred to in Section J3.9.2(a)).
- 6.12.11 The Interruptible CSEP Users shall be entitled to be paid the Interruption Option Price and the Interruption Exercise Price in relation to an Interruptible Tranche severally in their Interruptible CSEP Proportions.
- 6.12.12 Where on any Day there is a failure to Interrupt at an Interruptible CSEP, irrespective of the identity of the Interruptible CSEP Users in respect of each Interruptible Tranche and of such Users' UDQOs (pursuant to allocation under Section E3.2) for such Day:
- (a) the Interruptible Tranche(s) which the Interruptible CSEP Users are treated as having failed to Interrupt ("**failed tranches**") shall be determined in accordance with paragraph 6.10.2(c)(iii) (construed in accordance with the foregoing provisions of this paragraph 6.12);
 - (b) following the determination of such failed tranches, the formula in paragraph 6.10.2(b) shall be applied separately in respect of each such failed tranche (or failed portion), and Z2 shall be the overall interruption price of each such failed tranche;
 - (c) in respect of each failed tranche, the Interruptible CSEP Users shall be liable for the amounts so determined severally in their Interruptible CSEP Proportions in respect of that Interruptible Tranche.

7 NEW SUPPLY METER POINTS AND OTHER SITEWORKS

7.1 General

- 7.1.1 For the purposes of the Code:

Modification 0428: Single Supply Meter Points

- (a) a **"New Supply Meter Point"** is a new Supply Meter Point;
- (b) **"Siteworks"** means works undertaken by the Transporter at the request of a User or other person in connection with a System for the purposes of:
 - (i) the establishment of a New Supply Meter Point;
 - (ii) enabling an increase in the rate or pressure at or quantities in which it is feasible to make gas available for offtake from the Total System at an existing Supply Meter Point;
 - (iii) modifying or replacing any part of a System located at the Supply Point Premises (but not the Supply Meter Installation at an existing Supply Meter Point);
 - (iv) enabling the Firm Transportation Requirement (in accordance with paragraph 6.3.4) to be satisfied in respect of an Interruptible Supply Point; or
 - (v) furnishing, installing, removing, making operational and/or maintaining Daily Read Equipment;
- (c) Siteworks under paragraph (b)0 may be:
 - (i) for the construction and/or installation (and connection to a System) by the Transporter of the service pipe or any part thereof (but not the Supply Meter Installation); or
 - (ii) for the purposes of making a connection to a System of any service pipe constructed or installed by any other person (but not the new Supply Meter Installation).
- (d) **"Special Metering Supply Point"** is any Supply Point:
 - (i) comprising a Supply Meter Point in respect of which a Supply Meter Installation is provided and installed by the Transporter; and
 - (ii) such Supply Meter Point:
 - (1) is a Shared Supply Meter Point; or
 - (2) is comprised within a System Exit Point which is subject to a Special Offtake Arrangement; or
 - (3) which is comprised in an LDZ Specified Exit Point identified within a Supply Point Nomination in respect of which a Supply Point Registration has occurred; or
 - (4) which is comprised in a Notional NTS Connection Point identified within a Supply Point Offer in respect of which a Supply Point Registration has occurred; or
 - (iii) such Supply Meter Installation comprises a Supply Meter to which telemetered equipment has been installed in accordance with Section M4.9.1; or

Modification 0428: Single Supply Meter Points

- (iv) which the Transporter and the User at such Supply Point have agreed shall be a Special Metering Supply Point.

7.1.2 In respect of any Siteworks:

- (a) the "**Siteworks Applicant**" is the User or other person who has requested that the Siteworks be undertaken;
- (b) the "**Siteworks Contract**" is the contract between the Transporter and the Siteworks Applicant under which the Transporter is to undertake the Siteworks;
- (c) the "**Completion Date**" is the date of substantial completion (as defined or described in the Siteworks Contract) of the Siteworks;
- (d) the "**Target Completion Date**" means the intended Completion Date of the Siteworks as specified in or determined under the Siteworks Contract;
- (e) "**Connections Work**" is the connection of the service pipe (or any part thereof) for the establishment of a New Supply Meter Point on to the relevant System; and
- (f) "**Meter Fix Date**" is the date which has been notified to the Transporter as the date upon which a Supply Meter has been installed at a New Supply Meter Point.

7.1.3 Where the Siteworks Applicant is a User the Siteworks Contract shall not (unless it expressly provides to the contrary) be an Ancillary Agreement and does not form a part of and is not incorporated into the Code.

7.1.4 Where the Siteworks Applicant is not the Registered User of the relevant Supply Meter Point:

- (a) nothing in the Code shall make the Registered User liable for any payment becoming due under the Siteworks Contract; and
- (b) the Transporter will have no liability to the Registered User in respect of any breach of the Siteworks Contract.

7.1.5 The Registered User of a Supply Meter Point will not be liable for any breach of the Code which results from a breach by the Transporter of a Siteworks Contract relating to that Supply Meter Point.

7.1.6 Notwithstanding paragraph 7.1.1(b)(iii) and (c)(i) and (ii) (which specifically does not include work relating to the Supply Meter Installation) for the purposes of this paragraph 7, "**Siteworks**" includes works undertaken by the Transporter:

- (a) at the request of a Registered User or other person in connection with the System for the purposes of installing, modifying, removing, or replacing a Supply Meter Installation at a Special Metering Supply Point;
- (b) at the request of the Registered User for the purposes of ceasing or enabling the flow of gas at a Special Metering Supply Point.

7.1.7 The Transporter shall not be obliged to undertake work requested in accordance with paragraph 7.1.6(a) or 7.1.6(b), where the Special Metering Supply Point comprises a Special Metering Supply Point unless by no later than the date of such request the

Modification 0428: Single Supply Meter Points

Registered User has notified the Transporter that it has obtained from those Users at such Shared Supply Meter Point their agreement to undertake such work.

7.2 Siteworks Terms and Procedures

7.2.1 The Transporter will from time to time publish Siteworks Terms and Procedures applicable to different types of Siteworks or Siteworks in relation to different Supply Meter Points.

7.2.2 "**Siteworks Terms and Procedures**" means the procedures by which and terms and conditions on and subject to which a User or other person may request the Transporter to provide a quotation (where the price is not published) for and to undertake Siteworks and a Siteworks Contract may be entered into.

7.2.3 Siteworks Terms and Procedures do not form a part of the Code; and (without prejudice to any Legal Requirement applying to the Transporter) nothing in the Code requires the Transporter to undertake any Siteworks or to do so on any particular terms.

7.2.4 The Transporter agrees to give to Users notice:

- (a) of not less than 2 months of any change in published prices of Siteworks; and
- (b) of not less than 3 months of any other change to contract terms contained in Siteworks Terms and Procedures (other than the addition of terms and procedures for a type of Siteworks not previously covered).

7.3 New Supply Meter Points

7.3.1 Where the Transporter has been notified that Connections Work is to be or has been undertaken then on or as soon as reasonably practical after the relevant date (in accordance with paragraph 7.3.2) the Transporter will:

- (a) enter such New Supply Meter Point and the Supply Meter Point Reference Number for the same on to the Supply Point Register; and
- (b) for the purposes of this Section G treat the same as a Supply Meter Point.

7.3.2 For the purposes of paragraph 7.3.1 the relevant date is the date upon which the Transporter has received notice of the (i) allocation of a specific Supply Meter Point Reference Number to a New Supply Meter Point, or (ii) completion of the Connections Work, from the person who has undertaken the same, where received earlier than such allocation notice.

7.3.3 Subject to paragraph 7.3.7, no person shall be entitled to offtake gas from the Total System at a New Supply Meter Point at any time before the First Supply Point Registration Date.

7.3.4 For the purposes of the Code, the "**First Supply Point Registration Date**" is the Supply Point Registration Date of the first Supply Point Registration to be made for a Supply Point comprising the New Supply Meter Point.

7.3.5 Any User may, at any time after the time at which a New Supply Meter Point was entered in the Supply Point Register, submit a Supply Point Nomination in accordance

Modification 0428: Single Supply Meter Points

with paragraph 2.3.1 and (subject to having received a Supply Point Offer) submit a Supply Point Confirmation in respect of a Proposed Supply Point which comprises the ~~includes a~~ New Supply Meter Point.

7.3.6 Where a User submits

(a) a Supply Point Nomination in accordance with paragraph 2.3 (in respect of a Larger Supply Point which comprises a New Supply Meter Point, or a New Smaller Supply Point and there is more than one Supply Meter Point comprised in the Proposed New Smaller Supply Point):

- (i) the User shall provide to the Transporter the User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply Meter Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply Meter Point;
- (ii) where the Proposed Supply Point is ~~there is a~~ LDZDM Supply Point ~~Component comprised in an LDZ Supply Point~~, the Nominated Supply Point Capacity shall not be less than the User's estimate of the maximum quantity of gas to be offtaken on any Day in the next 12 months on the basis of reasonable assumptions as to weather conditions;
- (iii) where the Proposed Supply Point ~~there is an~~ NDM Supply Point ~~Component~~, the User shall provide to the Transporter the User's estimate of the value of any variable by reference to which any End User Category (to which such Supply Point ~~Component~~ might belong) is in the relevant Gas Year defined in accordance with Section H; and

the User's estimates under paragraphs (i), (ii) and (iii) shall be made in good faith and after all appropriate enquiries of the consumer and on the basis of reasonable skill and care;

(b) a Supply Point Confirmation in accordance with paragraph 2.6 in respect of a Smaller Supply Point which comprises a New Supply Meter Point, then the User shall be deemed to have provided User's estimate of the quantity which the User expects to be offtaken from the Total System at the Supply ~~Meter~~ Point in a 12 month period under seasonal normal conditions, which estimate shall (if the Supply Point Confirmation becomes effective) be the Annual Quantity for the Supply ~~Meter~~ Point.

7.3.7 In respect of both Smaller and Larger Supply ~~Meter~~ Points:

(a) where a Supply Point Confirmation (including any subsequent Supply Point Confirmation) in respect of a New Supply Meter Point has been submitted then in the absence of a rejection of such Supply Point Confirmation:

(i) where the Meter Fix Date is prior to the date upon which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from:

(1) the Meter Fix Date, where such Proposing User is the person that has submitted the Meter Fix Reading as described M3.8.11(a);

Modification 0428: Single Supply Meter Points

(2) the date such Supply Point Confirmation is submitted, where such Proposing User is not the person that has submitted the Meter Fix Reading as described in M3.8.11(a)

until the Supply Point Registration Date;

(ii) where the Meter Fix Date is after or upon the date on which such Supply Point Confirmation is submitted, the Proposing User which submitted such Supply Point Confirmation will be treated as being the Registered User (but not an Existing Registered User) from the Meter Fix Date until the Supply Point Registration Date;

(b) where the Proposing User is treated as being the Registered User, the Proposing User shall, notwithstanding that there is no Supply Point Registration in respect of the Proposed Supply Point (and irrespective of the Proposed Supply Point Registration Date) be permitted to offtake gas from the Total System at such New Supply Meter Point;

(c) the quantity of gas (if any) so offtaken on any Day will be counted as an UDQO of the User for the purposes of Code (and in particular the User will be liable to pay any appropriate Transportation Charges in relation thereto);

(d) for the purposes of the first NDM Reconciliation the quantity of gas (if any) so offtaken will be counted as part of the Reconciliation Quantity (for which purposes a quantity of zero shall be assumed to have been offtaken); and accordingly the User will be liable to pay Reconciliation Clearing charges and Reconciliation Transportation Charge Adjustments in respect of the quantity of gas (if any) so offtaken; and

(e) where any Supply Point Confirmation (including any subsequent Confirmation) has been rejected by the Transporter 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.

7.4 Siteworks Specified Capacity, etc

7.4.1 The Siteworks Terms and Procedures allow for the Siteworks Contract to specify (at the request of the Siteworks Applicant):

(a) a Supply Point or (without prejudice to the requirements of this Section G for submission of a Supply Point Nomination and/or Supply Point Confirmation) a Proposed Supply Point, ~~or a Supply Point Component~~, in which the Supply Meter Point or New Supply Meter Point subject to the request for Siteworks is or is to be comprised; and

(b) in relation to such Supply Point ~~or Supply Point Component~~:

(i) in the case of a ~~DM Supply Point Component~~ comprised in an LDZ DM Supply Point, an amount of Supply Point Capacity and/or a Supply Point Offtake Rate (but without prejudice to the requirement subsequently to apply therefor);

(ii) in the case of an NDM Supply Point ~~Component~~, a threshold rate increase (in accordance with paragraph 5.6.3(b));

Modification 0428: Single Supply Meter Points

- (iii) a request that the Firm Transportation Requirement be satisfied in respect of an amount of Interruptible Supply Point Capacity

following such Siteworks.

7.4.2 For the purposes of this Section G, in respect of any Siteworks a Supply Point ~~Component~~, Supply Point Capacity, Supply Point Offtake Rate, threshold rate increase or Firm Transportation Requirement (as the case may be) is "**Siteworks Specified**" where it is specified in a Siteworks Contract as described in paragraph 7.4.1.

7.4.3 Where in respect of an LDZ Supply Point:

(a) a User submits (in accordance with paragraph 2.3), not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph) with the Siteworks Applicant, a Supply Point Nomination in respect of a Siteworks Specified Proposed Supply Point which ~~includes a Siteworks Specified Supply Point Component which includes~~ comprises a New Supply Meter Point;

(b) the Nominated Supply Point Capacity or Nominated Supply Point Offtake Rate does not exceed the Siteworks Specified Supply Point Capacity or Supply Point Offtake Rate

the Offered Supply Point Capacity or Supply Point Offtake Rate (in respect of the DM Supply Point ~~Component~~) under a Supply Point Offer will be equal to the Nominated Supply Point Capacity or (as the case may be) Supply Point Offtake Rate.

7.4.4 In the case of an LDZ Supply Point where a User applies, not later than the Target Completion Date or such later date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.4) with the Siteworks Applicant, for increased Supply Point Capacity or an increased Supply Point Offtake Rate (in accordance with paragraph 5) at a Siteworks Specified Supply Point ~~Component~~, which does not exceed the Siteworks Specified Supply Point Capacity or (as the case may be) Supply Point Offtake Rate, the Transporter will (subject to the provisions of the Code) accept such application.

7.4.5 Where a User notifies (in accordance with paragraph 5.6.5(a)), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.5) with the Siteworks Applicant, a threshold rate increase of not more than the Siteworks Specified threshold rate increase, the Transporter will give to the User the notification described in accordance with paragraph 5.6.5(b)(ii).

7.4.6 Where a User requests (in accordance with paragraph 6.5), not later than the Target Completion Date or such other date as the Transporter shall have agreed (for the purposes of this paragraph 7.4.6) with the Siteworks Applicant, that Siteworks Specified Interruptible Supply Point Capacity be redesignated Firm in accordance with the Siteworks Specified Firm Transportation Requirement, the Transporter will accept such request.

7.4.7 A Siteworks Applicant may (subject to the Siteworks Terms and Procedures) request any Siteworks without at the same time requesting Siteworks for any reinforcement of a System that may be required to make it feasible to make gas available for offtake at any relevant Supply Meter Point; and accordingly, except to the

Modification 0428: Single Supply Meter Points

extent expressly provided in this paragraph 7.4, the fact that the Transporter has entered into a Siteworks Contract or undertaken any Siteworks (for a New Supply Meter Point or otherwise) shall not commit the Transporter to accept a Supply Point Nomination or Supply Point Confirmation for any particular Nominated Supply Point Capacity or Supply Point Offtake Rate, nor any application for Supply Point Capacity or Supply Point Offtake Rate, or an increase therein, made by any User at any DM Supply Point ~~Component~~ nor a notification by any User of any particular threshold rate increase at any NDM Supply Point ~~Component~~.

7.5 Undertaking Siteworks

7.5.1 The Transporter will not be in breach of its obligation to make gas available for offtake at a Supply Meter Point where or to the extent that its ability to do so is impaired by reason of its carrying out any Siteworks in respect of that Supply Meter Point.

7.5.2 Where the Transporter carries out Siteworks at a Supply Meter Point comprised in a Supply Point whose Annual Quantity exceeds 73,200 kWh (*2,500 therms*), and the Siteworks Applicant is not the Registered User, the Transporter will, unless the Siteworks Applicant has requested the Transporter not to do so, notify the Registered User of the Siteworks where practicable before and in any event promptly upon completing such Siteworks.

Modification 0428: Single Supply Meter Points

ANNEX G-1

REVISIONS TO SUPPLY POINT REGISTER NOT REQUIRING RECONFIRMATION

1. Subject to paragraph 2, the following revisions may be made (where and in the manner otherwise permitted under the Code) to the Supply Point Register without a Supply Point Reconfirmation by the Registered User:
 - (i) change in Supply Point Capacity;
 - (ii) change in Supply Point Offtake Rate;
 - (iii) change in Meter Reading Frequency;
 - (iv) change of Meter Reader;
 - (v) change in User emergency contacts;
 - (vi) change in User contacts' details for Interruptible Supply Points;
 - (vii) change in any details maintained pursuant to Standard Special Condition A50(8)(e) of the Transporter's Licence;
 - (viii) Isolation of a Supply Meter Point;
 - (ix) reconnection of a Supply Meter Point;
 - (x) change in supplier where there is no change of Registered User in respect of a Supply Point;
 - (xi) change in the Market Sector Code.

2. The revisions in items (i) and (ii) in paragraph 1 require a Supply Point Reconfirmation where such revisions are made following Siteworks.

Modification 0428: Single Supply Meter Points

ANNEX G-2

MANDATORY ALLOCATION AGENCY TERMS

THIS AGREEMENT is made on []

BETWEEN

- (1) the persons whose names and addresses are set out in Part 1 of the Schedule hereto (the "**Shippers**"); and
- (2) the person whose name and address are set out in Part 2 of the Schedule hereto (the "**Consumer**").

WHEREAS

- A The Consumer is or is to be supplied with gas at the Premises by each of the persons named in Part 3 of the Schedule.
- B The Shippers are or will be Sharing Registered Users in respect of the Supply Meter Point(s) and wish to appoint the Consumer as Sharing Registered User Agent.

IT IS AGREED as follows:

1. Definitions

In this Agreement:

"**Supply Contract**" means, in relation to each Supplier, the contract between the Consumer and that Supplier for the supply of gas at the Premises, as from time to time in force;

"**Premises**" means the premises specified in Part 4 of the Schedule hereto;

"**Proper Quantity**" means, in relation to any Shipper, a quantity of gas which is:

- (a) not more than what the relevant Supplier was obliged to deliver and the Consumer was entitled to take; and
- (b) not less than what the Consumer was obliged to take and the relevant Supplier was entitled to deliver

at the Premises on any Day pursuant to the relevant Supply Contract (having regard to all nominations or other notices given or other things done by or on behalf of the Consumer or the relevant Supplier pursuant to and in accordance with that contract on that or any previous Day);

"**relevant Supplier**" means in relation to any Shipper, the Supplier (whether or not being such Shipper itself) which supplies or is to supply to the Consumer gas offtaken from the Total System by such Shipper at the Supply Meter Point(s);

"**Supplier**" means a person specified in Part 3 of the Schedule (whether or not being a User) supplying gas to the Consumer at the Premises;

Modification 0428: Single Supply Meter Points

"**Supply Meter Point(s)**" means the Supply Meter Point ~~or Points~~ (at the Premises) specified in Part 5 of the Schedule hereto;

"**the Transporter**" means [].

Words and expressions defined in the Uniform Network Code and not otherwise defined herein shall have the meanings ascribed thereto in the Uniform Network Code, and references to Sections are to Sections of the Transportation Principal Document.

2. **Duration**

This Agreement shall become effective at 06:00 hours on the date specified in Part 6 of the Schedule and shall continue in force until and unless terminated by agreement of all of the Shippers.

3. **Appointment and undertakings of User Agent**

3.1 At the request of the Consumer, the Shippers hereby appoint the Consumer, and the Consumer agrees to act as Sharing Registered User Agent for the purposes of TPD Section G1.7.

3.2 The Consumer undertakes to each Shipper, in relation to each Day while this Agreement is in force:

- (a) that the Consumer (as Sharing Registered User Agent) will notify to the Transporter, in accordance with the requirements of TPD Section G1.7 and the Shared Supply Meter Point Procedures, an allocation (and where so required a revised allocation) between the Shippers of the Supply Meter Point Daily Quantity Offtaken in respect of the Supply Meter Point(s); and
- (b) that the allocation so notified will be such that:
 - (i) TPD Section G1.7.9(b) applies;
 - (ii) the quantity of gas allocated to each Shipper is a Proper Quantity; and
- (c) where any Supplier is a Qualifying Supplier, that the Consumer will not take gas from a Supplier other than a Qualifying Supplier where the quantity of gas which the Consumer takes (by way of supply at the Premises) from any Qualifying Supplier is less than the maximum quantity which the Consumer was entitled, after taking account of any interruption requirement (and any unwillingness of a Qualifying Supplier to supply gas) in relation to the relevant Day, so to take on the Day from such Qualifying Supplier.

3.3 The Consumer undertakes to each Shipper to indemnify the Shipper against:

- (a) any loss (including without limitation by reason of any System Price differing from the price payable to it by the relevant Supplier), liability or damage incurred, by reason of the operation of the Code, by the Shipper;
- (b) where the Shipper is not the relevant Supplier, any liability of the Shipper to the relevant Supplier pursuant to the arrangements from time to time in force between the Shipper and the relevant Supplier

Modification 0428: Single Supply Meter Points

as a result (in either case) of any failure of the Consumer to comply with 3.2.

- 3.4 Where any Shipper is the relevant Supplier, nothing in this Agreement shall affect or prejudice the Supply Contract or any rights or obligations of the Shipper or Consumer thereunder; and in particular the Shipper shall not be taken, by reason of entering into this Agreement, to have assented to or waived any claim relating to the entering by the Consumer into any other Supply Contract.
- 3.5 The Consumer shall make no charge to any Shippers in respect of its services as Sharing Registered User Agent hereunder, and shall reimburse to each Shipper any amounts which the Shipper is liable to pay to the Transporter pursuant to TPD Section G1.7.18 by virtue of the Supply Meter Point being a Shared Supply Meter Point.
- 3.6 For the purposes of paragraph 3.2(c):
- (a) an "**interruption requirement**" is a requirement, imposed on the consumer by a Qualifying Supplier pursuant to any term of the relevant Supply Contract to limit the quantity of gas taken or not to take gas on a Day;
 - (b) a "**Qualifying Supplier**" is a Supplier whose Supply Contract came into force before 1st January 1998 and who was supplying gas to the Consumer at the Premises pursuant to its Supply Contract before the effective date specified in part 6 of the Schedule.

4. Miscellaneous

- 4.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.2 (a) No waiver by any Shipper or the Consumer of any default or defaults by another Shipper or the Consumer in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.
- (b) No failure or delay by any Shipper or the Consumer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single partial exercise by such Shipper or the Consumer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.3 This Agreement shall be governed by and construed in all respects in accordance with English law and the Shippers and the Consumer agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 4.4 This Agreement constitutes the entire agreement and understanding between the Shippers and the Consumer in relation to the Shared Supply Meter Point and no Shipper nor the Consumer has relied on any warranty or representation of the other except as expressly stated or referred to in this Agreement.
- 4.5 (a) Any notice to be given under this Agreement shall be in writing and shall be duly given if signed by or on behalf of a person duly authorised to do so by the

Modification 0428: Single Supply Meter Points

person giving the notice and delivered by hand at, or by sending it by first class post or by facsimile transmission to the relevant address, or facsimile number set out in Part 1 of the Schedule hereto in the case of the Shippers, and Part 2 of the Schedule hereto, in the case of the Consumer.

- (b) Any Shipper and the Consumer shall be entitled to amend in any respect the particulars which relate to it and which are set out in Parts 1 and 2 of the Schedule hereto by notice to the other Shippers and the Consumer.
- (c) Any such notice given as aforesaid shall be deemed to have been given or received:

if sent by hand, at the time of delivery;

if sent by facsimile, upon transmission acknowledged by a correct transmission slip at the end of the message; and

if sent by post, 48 hours after posting.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the day and year first above written

Modification 0428: Single Supply Meter Points

Signed by _____ for
and on behalf of
[INSERT NAMES OF SHIPPERS]

Signed by _____ for
and on behalf of
***[INSERT NAME OF THE
CONSUMER]***

SCHEDULE

Part 1 - the Shippers

[Names and addresses]

Part 2 - the Consumer

[Name and address]

Part 3 - the Suppliers

[Names]

Part 4 - the Premises

[Address]

Part 5 - the Supply Meter Point(s)

Supply Meter Point Reference Number:

Part 6 - effective date

[Date]

Modification 0428: Single Supply Meter Points

ANNEX G-3

Prospective Erroneous Large AQ Calculation Proforma
for use only where there has been a change of supplier and no meter readings are
available and the AQ value is incorrect
(Domestic Premises above 293,000 kWh use only)

Shipper:			Premise Address:				
M Number:							
Meter Serial Number:							
Property Type:			Flat / Terrace / Semi Detached / Detached / Bungalow				
Number of Bedrooms:			1 / 2 / 3 / 4 / 5 / 6				
Is Gas Central Heating used?			YES / NO				
Additional equipment or extension to the property, e.g. swimming pool, annex (please state)							
Estimated Average annual gas consumption for Domestic Premises in the UK							
Band	House Type	South SW, NT, WS, SO (92%)		Average WN, SE, NW, EA, EM, WM, NE (0%)		North NO, SC (108%)	
		AQ (kWh)	TPA	AQ (kWh)	TPA	AQ (kWh)	TPA
A	1 Bed	8,815	301	9,585	327	10,127	346
B	2BF, 2BT	10,639	363	11,270	385	11,659	398
C	2BS, 2BD, 3BT, 3BF	13,120	448	13,530	462	14,255	486
D	3BS, 2BB	14,348	490	14,611	499	15,871	542
E	3BD, 3BB	16,180	552	17,303	590	19,758	674
F	4BD, 4BT 4BS, 4BB	19,823	676	21,195	723	22,690	774
G	5BD, 5BS 6BD	28,077	958	30,035	1,025	31,176	1,064
Previous Suppliers Last Read & Date							
Change of Supplier Opening Read & Date							
Estimated Annual Quantity:			KWh				
Shipper Representative:							
Shipper Signature:							
Date:							

N.B. INCORRECT OR INSUFFICIENT INFORMATION CAN RESULT IN REJECTION

Modification 0428: Single Supply Meter Points

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION H – DEMAND ESTIMATION AND DEMAND FORECASTING

1 DEMAND MODELS AND END USER CATEGORIES

1.1 Introduction

1.1.1 Demand for gas at NDM Supply Point ~~Components~~ is required to be estimated (in accordance with this Section H) for purposes including determining Supply Point Capacity under Section B, establishing nominations under Section C and daily offtakes under Section E, and determining Annual Quantities under Section G1.6.

1.1.2 For the purposes of such demand estimation, each NDM Supply Point ~~Component~~ will belong to an End User Category for which a Demand Model will be established in accordance with this paragraph 1.

1.1.3 In accordance with GT Section C2.6, references in this Section H to demand are:

- (a) at the level of any System Exit Point or End User Category, exclusive of shrinkage;
- (b) at the level of an LDZ, inclusive of LDZ shrinkage;
- (c) at the level of LDZ Aggregate NDM Points, exclusive of shrinkage.

1.1.4 Not used.

1.1.5 For the purposes of the Code "**LDZ Aggregate NDM Points**" are in relation to an LDZ all the NDM Supply Point ~~Components~~ and all relevant Connected System Exit Points in the LDZ.

1.2 End User Categories

1.2.1 An "**End User Category**" is a category of NDM Supply Point ~~Components~~ in an LDZ defined by rules established in accordance with paragraph 1.1.1; and where appropriate a reference to an End User Category includes reference to the NDM Supply Point ~~Component~~ for the time being belonging to that category.

1.2.2 End User Categories will be defined:

- (a) by reference only to variables values of which:
 - (i) are maintained in the Supply Point Register; and/or
 - (ii) can be derived from Meter Readings obtained with the Meter Reading Frequency required (in relation to relevant Supply Meters) under Section M3

in respect of NDM Supply Point ~~Components~~ belonging to the relevant category; and

- (b) so that at any time every NDM Supply Point ~~Component~~ belongs to one and

Modification 0428: Single Supply Meter Points

only one such category.

1.2.3 The "**Applicable End User Category**" in respect of an ~~NDM Supply Point Component~~ or NDM Supply Meter Point at any time is the End User Category to which the NDM Supply Point ~~Component (or that in which that Supply Meter Point is comprised)~~ belongs at that time.

1.2.4 The "**EUC Sample**" in relation to an End User Category is the Sampled NDM Supply Point ~~Components~~ (in accordance with paragraph 1.6.4) belonging to that category.

1.3 Demand Models

1.3.1 For the purposes of this Section H a "**Demand Model**" is a mathematical model which estimates, for an LDZ, an End User Category or LDZ Aggregate NDM Points, by reference to variables determined by the relevant Sub-committee for the purposes of the model, daily demand at the System Exit Points in the LDZ or (as the case may be) the EUC Sample or (as the case may be) LDZ Aggregate NDM Points.

1.3.2 The "**Applicable Demand Model**" in relation to an LDZ, an End User Category or LDZ Aggregate NDM Points is the Demand Model applicable in any Gas Year to such LDZ or End User Category or LDZ Aggregate NDM Points in accordance with this paragraph 1.

1.3.3 Notwithstanding GT Section C3.3.1, a Demand Model may estimate demand (for all relevant System Exit Points) on the basis of the flow weighted average calorific value referred to in GT Section C3.3.1(c)(iii).

1.4 Composite Weather Variable

1.4.1 The elements of a Demand Model may (but shall not be required to) include:

- (a) a single variable (the "**Composite Weather Variable**") derived from a formula determined by the relevant Sub-committee and estimated to represent for the relevant LDZ the combined effect on demand of the components of weather which affect demand; and
- (b) a single coefficient ("**Weather Variable Coefficient**") in respect of the element of demand (in the relevant LDZ or End User Category) which varies with weather as represented by the Composite Weather Variable.

1.4.2 The relevant Sub-committee will, at appropriate frequencies determined by it, after consultation with the Uniform Network Code Committee or any other relevant Sub-committee, review and where appropriate revise (with effect from the start of a Gas Year) the formula by which the Composite Weather Variable for an LDZ will be determined.

1.4.3 Daily values of the Composite Weather Variable for an LDZ, required for the purposes of developing Demand Models, will be determined by the relevant Sub-committee.

1.4.4 The Transporters shall:

- (a) provide a copy of the Weather Station Substitution Methodology to any User on request from that User;

Modification 0428: Single Supply Meter Points

- (b) adjust, in accordance with the Weather Station Substitution Methodology, the historical data in relation to wind speeds and temperatures at weather stations which have ceased operation and have been replaced, for the purposes of the relevant Composite Weather Variable(s), by other weather stations; and
 - (c) provide such adjusted data to any User on request.
- 1.4.5 The Transporters shall provide to any User on request from that User:
 - (a) a copy of the Climate Change Methodology; and
 - (b) the data in relation to wind speeds and temperatures at weather stations utilised by the Transporters for the purposes of any Composite Weather Variable as such data is adjusted from time to time pursuant to sub-paragraph 1.4.4(b) and as adjusted in accordance with the Climate Change Methodology.
- 1.4.6 Nothing in paragraphs 1.4.4 and 1.4.5 shall oblige the Transporters to apply the Weather Station Substitution Methodology or Climate Change Methodology so as to revise any Composite Weather Variable.

1.5 Seasonal Normal Demand

- 1.5.1 For the purposes of this Section H seasonal normal demand ("**SND**") for an LDZ, an EUC Sample or LDZ Aggregate NDM Points for any Day will be determined in accordance with the Applicable Demand Model on the basis of the seasonal normal value of the Composite Weather Variable for the Day in respect of that LDZ.
- 1.5.2 The "**seasonal normal value**" of the Composite Weather Variable for an LDZ for a Day in any year will be determined by the relevant Sub-committee.
- 1.5.3 Where the seasonal normal values of the Composite Weather Variable are revised, the relevant Sub-committee will provide to Users the revised values.
- 1.5.4 The relevant Sub-committee will, at appropriate frequencies determined by it, after consultation with the Uniform Network Code Committee or any other relevant Sub-committee, review and where appropriate revise (with effect from the start of a Gas Year) the seasonal normal value of the Composite Weather Variable for an LDZ.

1.6 NDM Sampling

- 1.6.1 For the purposes of development of End User Categories and Demand Models and where the relevant Sub-committee determines so the Transporter (other than National Grid NTS) will obtain data (which may, subject to paragraph 1.1.1, include estimates of missing data) as to daily offtakes of gas at the Supply Meter Points comprised in a sample of NDM Supply Point ~~Components~~ in each relevant LDZ.
- 1.6.2 For the purposes of paragraph 1.6.1:
 - (a) the Transporter shall be entitled at its cost to:
 - (i) install, operate and read data recorders or Remote Meter Reading Equipment; and

Modification 0428: Single Supply Meter Points

- (ii) procure Meter Readings from third parties,

In either case at NDM Supply ~~Meter~~ Points from time to time selected by the Transporter;

- (b) the Transporter will designate (as sampled for such purposes) NDM Supply ~~Meter~~ Points at which Remote Meter Reading Equipment is installed, at which it wishes to install Remote Meter Reading Equipment or at which it has, or intends to, procure Meter Readings for;
- (c) the sample will be selected by the Transporter by random sampling from NDM Supply Point ~~Components~~ having different Annual Quantities and geographical locations.

1.6.3 For the purposes of paragraph 1.6.2:

- (a) a data recorder is a device which captures Meter Readings at the start of each Day, but is capable of being read only at the Supply Point Premises;
- (b) the Transporter will not select any NDM Supply ~~Meter~~ Point for installing a data recorder or Remote Meter Reading Equipment without the consent of the consumer.

1.6.4 For each Gas Year an NDM Supply Point ~~Component~~ which is for the time being selected or designated under paragraph 1.6.2 is a "**Sampled**" NDM Supply Point ~~Component~~.

1.6.5 The aggregate number of Sampled NDM Supply Point ~~Components~~ will be determined by a methodology developed by the relevant Sub-committee.

1.6.6 Not used.

1.6.7 The data obtained by the Transporter in accordance with paragraph 1.6.1 will be subject to validation by the relevant Sub-committee.

1.6.8 Not used.

1.6.9 The Registered User will co-operate with the Transporter:

- (a) in enabling access (where required) to Supply Meters for the purposes of establishing the NDM samples of NDM Supply Point ~~Components~~ and in ensuring that such samples are and will continue to fulfil the requirement to obtain the data as described in paragraphs 1.6.1;
- (b) in obtaining the consent (where required) of any relevant person including the consumer for the installation, operation and reading of the data recorder or Remote Meter Reading Equipment at a NDM Supply ~~Meter~~ Point.

1.6.10 The Registered User of a NDM Supply ~~Meter~~ Point at which Remote Meter Reading Equipment specified in paragraph 1.6.2 is or is to be installed will, where requested to do so by the Transporter:

- (a) procure permission and access for the Transporter or the relevant third party to:

Modification 0428: Single Supply Meter Points

- (i) install and make operational Remote Meter Reading Equipment;
 - (ii) attach the Remote Meter Reading Equipment to the Supply Meter Installation;
 - (b) facilitate inspection and maintenance and any activity referred to in Sections M4.1.4(a) and (b), in relation to Remote Meter Reading Equipment, by the Transporter or the relevant third party as required for the purposes of keeping such equipment operational (including any requirement for resynchronisation and/or adjustment);
 - (c) procure that a suitable site including support, protection and security for the Remote Meter Reading Equipment is available at the Supply Point Premises.
- 1.6.11 The Registered User of a NDM Supply ~~Meter~~ Point at which Remote Meter Reading Equipment specified in paragraph 1.6.1 is installed shall:
- (a) where it intends, or becomes aware that the consumer or any other person intends, to undertake works on the Supply Meter Installation (or any part of it) which will or is likely to impact on the ability of the Transporter to obtain accurate and timely Meter Readings, use reasonable endeavours to notify the Transporter at least two Business Days prior to the commencement of such works of the date when disconnection of the Remote Meter Reading Equipment from such Supply Meter Installation will occur and the date on which such works will be complete such that the Remote Meter Reading Equipment may or will be reconnected;
 - (b) take reasonable steps to secure that the Remote Meter Reading Equipment is not damaged or otherwise mistreated.

1.7 Development of Demand Models and End User Categories

- 1.7.1 For each Gas Year, the relevant Sub-committee will develop or revise for each LDZ:
- (a) definitions of a number of End User Categories for the LDZ;
 - (b) a Demand Model for each such End User Category;
 - (c) a Demand Model for LDZ Aggregate NDM Points
- 1.7.2 Where the relevant Sub-committee has developed or revised for each LDZ the Demand Model and/or End User Categories the Transporter will complete the necessary undertakings to implement the Demand Models and/or End User Categories in accordance with the revisions stipulated and determined by the relevant Sub-committee.
- 1.7.3 Not used.
- 1.7.4 The definition of an End User Category may be the same for all or several LDZs, and an EUC Sample may include the Supply Point ~~Components~~ in more than one LDZ.
- 1.7.5 Not used.

1.8 Consultation on the relevant Sub-committee proposals

Modification 0428: Single Supply Meter Points

- 1.8.1 The relevant Sub-committee will consult with the Uniform Network Code Committee or any other relevant Sub-committee on proposed End User Category definitions and Demand Models developed under paragraph 1.1.1, and will submit to all Users:
- (a) the proposed End User Category definitions and Demand Models developed under paragraph 1.1.1;
 - (b) values of the Derived Factors (in accordance with paragraph 1.9.3), determined on the basis of such proposals;
 - (c) any alternative End User Category definitions and Demand Models which the relevant Sub-committee (in undertaking the exercise under paragraph 1.1.1) considers to be not significantly inferior to those proposed; and
 - (d) a summary of the relevant Sub-committee's analysis of the performance in the Preceding Year of the End User Categories and Demand Models (applicable in the Preceding Year).
- 1.8.2 Upon the request of any User, the Transporters will provide to that User (by electronic format chosen by the Transporters) the data used in the analysis in a form which does not include the identity of Registered Users, Supply Point Premises, suppliers or consumers, nor details of the individual components of the Composite Weather Variable.
- 1.8.3 Users and Transporters may submit to the relevant Sub-committee representations in respect of the proposed End User Categories and Demand Models.
- 1.8.4 The relevant Sub-committee:
- (a) will review the representations made by Users and Transporters under paragraph 1.8.3;
 - (b) will consult, so far as they deem appropriate, with any User or Transporter in respect of such representations made by them;
 - (c) may convene meetings with any Users or Transporters for the purposes of such consultation.
- 1.8.5 The relevant Sub-committee will make available to Users and Transporters reasonable details of the representations made to them under paragraph 1.8.4(b) and consultations held under paragraph 1.1.1 (but may do so by oral presentation at a meeting of Users and Transporters convened under paragraph 1.8.4(c)); and shall be free to disclose to any User, Transporter and the Authority any such representation and details of any such consultation.
- 1.8.6 The Transporters and Users may at any time convene a meeting of the Uniform Network Code Committee or any relevant Sub-committee for the purposes of consulting on any particular issue which may arise in the development or revision under paragraph 1.1.1 of End User Categories and Demand Models.

1.9 Finalisation of End User Categories and Demand Models

- 1.9.1 Not later than 15 August in the Preceding Year, the Transporters will submit to the

Modification 0428: Single Supply Meter Points

Authority and all Users the final proposals (in sufficient time to meet Transporter system time constraints) for End User Categories and Demand Models (and corresponding values of the Derived Factors) with such changes as the relevant Sub-committee determine may be appropriate based on Transporter's and Users' representations made under paragraph 1.8.

1.9.2 The End User Categories and Demand Models (and corresponding values of the Derived Factors) applicable to the Gas Year shall be those submitted by the Transporters under paragraph 1.9.1. Where under paragraph 1.7 the relevant Sub-committee is unable to or does not determine in accordance with paragraph 1.11 any changes to the Demand Models and/or the End User Categories for the next Gas Year, the Transporters shall use the End User Category Demand Models applying in the Preceding Year to create corresponding values of the Derived Factors and such End User Categories and Derived Factors shall then apply to the Gas Year.

1.9.3 For the purposes of this Section H the "**Derived Factors**" are:

- (a) for each Day of the Gas Year, the Annual Load Profile and Daily Adjustment Factor (in accordance with paragraph 2) for each End User Category; and
- (b) the EUC peak load factor for each End User Category and the peak load scaling factor (in accordance with paragraph 4).

1.10 DNO Users

1.10.1 In this Section H references to Users exclude DNO Users.

1.11 Relevant Sub-committee Voting Arrangements

1.11.1 Where the relevant Sub-committee referred to in this Section H is required to make a determination in relation to paragraphs 1.3.1, 1.4.1, 1.4.2, 1.4.3, 1.5.2, 1.5.4, 1.6.5, 1.7.2, 1.9.1 and 4.3.1, such determination shall be reached by means of a simple majority by a vote conducted on a show of hands or such other affirmation or consent which may be appropriate. On any vote each Voting Member present shall be entitled to exercise one (1) vote.

1.11.2 For the purposes of this paragraph 1.11 a "**Voting Member**" is any Transporters' Representative and any Users' Representative.

1.11.3 The relevant Sub-committee referred to in this section shall be composed of:

- (a) up to five (5) Transporter Representatives being Voting Members;
- (b) up to five (5) User Representatives being Voting Members.

1.11.4 Where the relevant Sub-committee is unable (for whatever reason) to make a determination in accordance with paragraph 1.11.1 (an "**undetermined matter**"), then the relevant Sub-committee shall refer such undetermined matter to:

- (a) any group (which is permitted to exist pursuant to the relevant Sub-committee's terms of reference as provided for under General Terms Section B General part 4.3.4) to obtain any additional information in order to allow a determination to be made (in accordance with paragraph 1.11.1); or

Modification 0428: Single Supply Meter Points

- (b) the Uniform Network Code Committee, with a summary of why such determination was not able to be made by the relevant Sub-committee, which shall then make a determination.

1.11.5 The relevant Sub-committee shall continue to refer to any undetermined matter for determination in accordance with paragraph 1.11.4 until such time a determination is made.¹

2 DETERMINATION OF SUPPLY ~~METER~~-POINT DEMAND

2.1 Supply ~~Meter~~-Point Demand

2.1.1 For the purposes of this Section H "NDM Supply ~~Meter~~-Point Demand" is the quantity of gas estimated or (as the case may be) deemed to be offtaken on a Day at an NDM Supply ~~Meter~~-Point.

2.1.2 Subject to paragraph 2.1.3 NDM Supply ~~Meter~~-Point Demand will be determined (in accordance with paragraph 2.2):

- (a) before and (as appropriate) during the Gas Flow Day, for the purpose ("**Nomination Determination**") of establishing Output Nominations for NDM Supply Point Groups, in accordance with Section C;
- (b) after the Gas Flow Day, for the purpose ("**Offtake Determination**") of establishing UDQOs for NDM Supply Point-Components, in accordance with Section E.

2.1.3 For the purpose only of establishing an assumed metered volume to carry out individual NDM Reconciliation pursuant to Section E6.1.6, NDM Supply ~~Meter~~-Point Demand will be determined in accordance with paragraph 2.2.2.

2.2 Supply ~~Meter~~-Point Demand Formula

2.2.1 NDM Supply ~~Meter~~-Point Demand ('SPD') for a Day (Day 't') shall be determined according to the following formula:

$$SPD = \frac{AQ}{365} \times ALP_t \times (1 + DAF_t \times WCF_t) \times SF_t$$

where AQ is the Annual Quantity (in kWh) in respect of the relevant NDM Supply ~~Meter~~-Point (in accordance with paragraph 3.1.5(a) in the case of an NDM Supply Point comprising a Shared Supply Meter Point);

and where for Day 't':

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.12.

Modification 0428: Single Supply Meter Points

- ALP_t is the value of the Annual Load Profile for the Applicable End User Category;
- DAF_t is the value of the Daily Adjustment Factor for the Applicable End User Category;
- WCF_t is the Weather Correction Factor for the relevant LDZ in accordance with paragraph 2.5;
- SF_t is the Scaling Factor for the relevant LDZ in accordance with paragraph 2.5.

- 2.2.2 For the purposes of paragraph 2.1.3 NDM Supply Meter-Point Demand ('SPD') for a Day (Day 't') shall be determined according to the following formula:

$$SPD = \frac{AQ}{365} \times ALP_t$$

Where AQ is the Annual Quantity (in kWh) in respect of the relevant NDM Supply ~~Meter-Point~~ (in accordance with Paragraph 3.1.5(a) in the case of an NDM Supply Point comprising a Shared Supply Meter Point);

and where for Day 't'

ALP_t is the value of the Annual Load Profile for the Applicable End User Category.

2.3 Annual Load Profile

- 2.3.1 The "**Annual Load Profile**" for an End User Category for a Day is a factor representing the Seasonal Normal Demand of the End User Category for that Day as a proportion of the average Seasonal Normal Demand (for all Days of the Gas Year) of the End User Category.

- 2.3.2 The Annual Load Profile (' ALP_t ') for an End User Category for Day t shall be determined as:

$$ALP_t = \frac{SNDE_t}{\left(\frac{\sum_{t=1}^N SNDE_t}{N} \right)}$$

where:

$SNDE_t$ is seasonal normal demand for the End User Category for Day t

N is the number of Days in the Gas Year.

2.4 Daily Adjustment Factor

Modification 0428: Single Supply Meter Points

- 2.4.1 The "**Daily Adjustment Factor**" for an End User Category for a Day is a factor representing the weather sensitivity of demand in that End User Category on that Day relative to the weather sensitivity of demand in the LDZ on that Day.
- 2.4.2 The Daily Adjustment Factor ('DAF_t') for an End User Category for a Day shall be determined as:

$$DAF_t = \frac{(WVCE_t / SNDE_t)}{(WVCN_t / SNDN_t)}$$

where for Day t:

- WVCN_t is the value of the Weather Variable Coefficient (in accordance with paragraph 1.4) in the Demand Model for the LDZ Aggregate NDM Points for the relevant LDZ;
- SNDN_t is the value of seasonal normal demand for LDZ Aggregate NDM Points for the relevant LDZ;
- WVCE_t is the value of the Weather Variable Coefficient in the Demand Model for the End User Category;
- SNDE_t is the value of seasonal normal demand for the End User Category.

2.5 Weather Correction Factor and Scaling Factor

- 2.5.1 For the purposes of paragraph 2.2 the "**Weather Correction Factor**" ('WCF_t') and "**Scaling Factor**" ('SF_t') in respect of an LDZ are (respectively) the factors determined as follows:

$$SF_t = ASD_t / NDMD_t$$

$$WCF_t = (ASD_t - \sum ((AQ_{EUC}/365)*ALP)_{LDZ}) / \sum ((AQ_{EUC}/365)*ALP)_{LDZ}$$

ASD_t is:

- (a) for the purposes of Nomination Determination, Forecast LDZ Demand (at the relevant time of Nomination Determination) determined in accordance with paragraph 5.2 less the aggregate sum of DM Output Nominations (at the relevant time of Nomination Determination) at all DM Supply Point ~~Components~~ and relevant Connected System Exit Points in the LDZ and adjusted by deducting LDZ shrinkage;
- (b) for the purposes of Offtake Determination, that quantity comprised in the LDZ Daily Quantity Offtaken attributable to NDM Supply Point ~~Components~~ and relevant Connected System Exit Points (determined as the LDZ Daily Quantity Offtaken less the aggregate sum for quantities offtaken at all DM Supply Point ~~Components~~ and relevant Connected System Exit Points in the LDZ and adjusted by deducting LDZ shrinkage);

SNDN_t has the meaning in paragraph 2.4.2; and

Modification 0428: Single Supply Meter Points

$NDMD_t$ is the aggregate for all NDM Supply Points ~~Components~~ and for any relevant Connected System Exit Point in the LDZ of the amounts determined by calculating Supply Point Demand for Day t in accordance with paragraph 2.2 with a Scaling Factor equal to one or (as the case may be) calculated in accordance with the relevant provisions of the CSEP Network Exit Provisions.

AQ_{EUC} is the aggregate Annual Quantity for the Applicable End User Category as at 1st October, or as revised from time to time pursuant to paragraph 2.5.3.

- 2.5.2 In respect of each Gas Year, the Transporters will, on a specific date (the “**designated date**”), within:
- (a) the period of 3 calendar months ending on 31 December compare the aggregate NDM Annual Quantity for each LDZ (“**aggregate NDM LDZ AQ**”) with the aggregate NDM LDZ AQ as at 1 October; and
 - (b) the period of 3 calendar months ending on 31 March and 30 June compare the aggregate NDM LDZ AQ with the aggregate NDM LDZ AQ as at:
 - (i) the previous designated date at which the comparison resulted in a revision being made pursuant to paragraph 2.5.3(b); or
 - (ii) where the comparison at the previous designated date does not result in a revision being made pursuant to paragraph 2.5.3(b), 1 October.
- 2.5.3 Where the comparison made in accordance with paragraph 2.5.2 determines that the aggregate NDM LDZ AQ has increased or decreased by an amount of more than 1%, the Transporters will:
- (a) on the first day of the month following the period in which such comparison was performed, publish the revised values that will apply in respect of $\sum ((AQ_{EUC}/365)*ALP_t)$ for each LDZ;
 - (b) apply such revised values from the date referred to in paragraph (a).

3 NDM ANNUAL QUANTITIES

3.1 Introduction

- 3.1.1 Subject to paragraphs 3.1.2 and 3.1.3, the Annual Quantity or the Provisional Annual Quantity of an NDM Supply ~~Meter~~ Point for each Gas Year shall be determined (on the basis of a standard 365 Day year) by seasonal normal adjustment of the metered quantity for a period ending before such Gas Year in accordance with this paragraph 3.
- 3.1.2 Subject to paragraph 3.4.4, in the circumstances in paragraph 3.2.4 the Annual Quantity or the Provisional Annual Quantity of the NDM Supply ~~Meter~~ Point for a Gas Year shall be that applicable for the Preceding Year.
- 3.1.3 For the Gas Year in which a New Supply Meter Point is established ~~the~~ its Provisional Annual Quantity in respect of the Supply Point in which it is comprised shall be the quantity specified by the relevant User in accordance with Section G7.3.6.
- 3.1.4 Upon annual determination thereof in accordance with this paragraph 3, the Annual

Modification 0428: Single Supply Meter Points

Quantity of an NDM Supply ~~Meter~~ Point will be notified to the Registered User in accordance with Section G1.6.12.

- 3.1.5 In the case of a Shared Supply Meter Point which is comprised in an NDM Supply ~~Meter~~ Point:
- (a) the Annual Quantity shall be established for the Supply ~~Meter~~ Point as a whole (disregarding the Shared Supply Meter Notification);
 - (b) thereafter a separate Annual Quantity shall be established (in accordance with Section G1.7.11) in respect of each Sharing Registered User.

3.2 Relevant Metered Period

- 3.2.1 For the purposes of this paragraph 3.2 the "**Relevant Metered Period**" in respect of a Gas Year is the period from the Day after the starting Meter Read (in accordance with paragraph 3.2.3) to the ending Meter Read (in accordance with paragraph 3.2.2).
- 3.2.2 The ending Meter Read is the latest Valid Meter Read (in accordance with Section M3) before 10 August in the Preceding Year.
- 3.2.3 The starting Meter Read shall be:
- (a) the latest Valid Meter Read before the target opening date, or if there was no such Meter Read less than three years before the target opening date;
 - (b) subject to paragraph 3.2.4, the first Valid Meter Read after the target opening date.

Provided always that where the seasonal normal values of the Composite Weather Variable for an LDZ are revised in accordance with paragraph 1.5.3 the starting Meter Read shall be no earlier than four years prior to 1 October in the Gas Year that the revised seasonal normal values of the Composite Weather Variable are first used (the "**Longstop Date**").

- 3.2.4 If there was no Valid Meter Read less than three years before the target opening date or more than 6 months before the ending Meter Read, or the first Valid Meter Read after the target opening date was earlier than the Longstop Date, paragraph 3.1.2 shall apply.
- 3.2.5 For the purposes of this paragraph 3.2 the "**target opening date**" is the date which is:
- (a) where the NDM Supply Point Meter is a Monthly Read Meter, 50 weeks; or
 - (b) where the NDM Supply Point Meter is an Annual Read Meter, 42 weeks
- before the ending Meter Read.

3.3 Relevant Metered Quantity

The "**Relevant Metered Quantity**" is the Metered Quantity or (if there was one or more intervening Valid Meter Reads in the Relevant Metered Period) the sum of the Metered Quantities for the Relevant Metered Period (in accordance with Section M1.4.4(b)).

Modification 0428: Single Supply Meter Points

3.4 Annual Quantity

- 3.4.1 Subject to paragraph 3.4.3, the Annual Quantity ('AQ') for an NDM Supply Meter-Point for a Gas Year shall be determined as follows:

$$AQ = RMQ \times \frac{365}{\sum_{t=1}^M (ALP_t \times (1 + DAF_t \times EWCF_t))}$$

where:

RMQ is the Relevant Metered Quantity;

M is the number of Days in the Relevant Metered Period;

and where for each Day (Day 't') in the Relevant Metered Period:

ALP_t is the value for the year in which Day t falls (the "**relevant year**") of the Annual Load Profile for the Applicable End User Category;

DAF_t is the value for the relevant year of the Daily Adjustment Factor for the Applicable End User Category;

EWCF_t is the value for the relevant year of the Estimated Weather Correction Factor (in accordance with paragraph 3.4.2).

- 3.4.2 The "**Estimated Weather Correction Factor**" for a Day in respect of an LDZ is the factor determined by calculating the Weather Correction Factor (in accordance with paragraph 2.5) for that Day substituting for the term 'ASD_t' the value of demand for the LDZ Aggregate NDM Points determined from the Applicable Demand Model for the relevant year (on the basis of the value of the Composite Weather Variable).
- 3.4.3 Where a review has taken place pursuant to paragraphs 1.4.2 and 1.5.2 (for the purposes of this paragraph 3.4.3 and paragraph 3.4.4, the "**Review**") the Annual Quantity for an NDM Supply Meter-Point applicable from the start of the Gas Year in which the Review took effect will use revised Applicable Demand Models derived from the data used to calculate the Applicable Demand Models for the Gas Year immediately prior to the Gas Year that the Review took effect, together with the revised Composite Weather Variables and seasonal normal values, to calculate the values of ALP_t, DAF_t and EWCF_t.
- 3.4.4 Notwithstanding paragraph 3.1.2, where a Review has taken place and the provisions of paragraph 3.4.3 apply, the Annual Quantity or the Provisional Annual Quantity of the NDM Supply Meter-Point will be calculated as follows:

$$AQ = AQ_i \times \frac{A}{B}$$

Where:

AQ_i = the Annual Quantity or the Provisional Annual Quantity of the NDM Supply

Modification 0428: Single Supply Meter Points

Point applicable for the Preceding Year.

$$A = \sum_{t=1}^{365} SNDE_t$$

Where the values of $SNDE_t$ shall be derived using revised Applicable Demand Models derived from the data used to calculate the Applicable Demand Models for the Gas Year immediately prior to the Gas Year that the Review took effect, together with the revised Composite Weather Variables and seasonal normal values

$$B = \sum_{t=1}^{365} SNDE_t$$

Where the values of $SNDE_t$ shall be derived using the Applicable Demand Models for the Gas Year immediately prior to the Gas Year that the Review took effect.

4 NDM CAPACITY

4.1 Introduction

The Supply Point Capacity ('SPC') which a User is registered as holding at or (as the case may be) in respect of an NDM Supply Point-Component on any Day in the Gas Year will be determined in accordance with the following formula:

$$SPC = AQ / PLF * 365$$

where:

AQ is the Annual Quantity of the NDM Supply Point-Component for the Gas Year;

PLF is the EUC peak load factor in accordance with paragraph 4.2.

4.2 EUC peak load factor

The "EUC peak load factor" is a load factor for the Applicable End User Category determined as follows:

$$PLF = \frac{AAQ}{PDD - 365}$$

where:

AAQ is the sum of the Annual Quantities in respect of the NDM Supply Points-Components in the EUC Sample; and

PDD is the 1-in-20 peak day demand of the Applicable End User Category determined under paragraph 4.3.

4.3 1-in-20 peak day demand

4.3.1 The relevant Sub-committee will determine 1-in-20 peak day demand in relation to Section H requirements only.

4.3.2 Not used.

Modification 0428: Single Supply Meter Points

5 DAILY DEMAND FORECASTING

5.1 Weather forecasting

5.1.1 Transporters will obtain (from a reputable meteorological services provider) at certain times within each Day:

- (a) forecasts of temperatures and wind speeds at a number of weather stations at intervals during the remainder of that Day and the following Day;
- (b) details of the temperatures and wind speeds recorded at such weather stations at intervals during that Day and the preceding Day.

5.1.2 The times at which each Transporter will obtain weather data under paragraph 5.1.1 include the following approximate times: 11:30 hours, 15:15 hours and 23:30 hours on the Preceding Day and 07:30 hours, 11:30 hours and 15:15 hours on the Gas Flow Day.

5.2 LDZ Demand Forecasting

5.2.1 The Transporter will (during the Preceding Day and the Gas Flow Day in accordance with paragraph 5.2.3) forecast and notify to Users:

- (a) in the case of a DN Operator, demand in each relevant LDZ;
- (b) in the case of National Grid NTS, demand for the Total System

for the Gas Flow Day, using Short Term Demand Models, on the basis of the weather data most recently obtained in accordance with paragraph 5.1 (in the case of LDZ demand, for the weather station(s) located in or closest to the relevant LDZ).

5.2.2 A "**Short Term Demand Model**" is a mathematical model established by the Transporters on the basis of historic demand and other data, which estimates (at a given time) for an LDZ and the Total System and for any Day demand, by reference to data including:

- (a) forecasts of temperature and wind speeds for the Gas Flow Day or the remainder thereof;
- (b) recorded temperature and wind speeds for the Preceding Day and (where relevant) the Gas Flow Day up to the time of forecasting; and
- (c) actual demand (assessed by reference to gas flows at NTS/LDZ Offtakes adjusted for estimated changes in LDZ stock) for the Preceding Day and (where relevant) the Gas Flow Day up to the time of forecasting.

5.2.3 The Transporter will notify demand under paragraph 5.2.1 after receipt of weather data under paragraph 5.1.1 not later than the following times: 14:00, 18:00 hours, and 02:00 hours on the Preceding Day and 12:00 hours, 15:00 hours, 18:00 hours, 21:30 hours and 02:00 hours on the Gas Flow Day.

5.2.4 The Transporter may in addition and at its discretion notify demand (for a relevant System) at other times for any reason it considers appropriate including, but not limited to, where it appears to the Transporter that the prevailing Forecast LDZ Demand may

Modification 0428: Single Supply Meter Points

be substantially inaccurate; and where it does so it will inform Users of the reasons for its view.

- 5.2.5 Where there is a delay in the provision of forecast and other information to the Transporter as described in paragraph 5.1, the Transporter may defer the time at which it notifies demand under paragraph 5.2.3 by a commensurate period.
- 5.2.6 For the purposes of the Code:
- (a) **"Forecast LDZ Demand"** means aggregate demand for the Gas Flow Day in an LDZ, forecast in accordance with this paragraph 5;
 - (b) **"Forecast Total System Demand"** means aggregate demand for the Gas Flow Day on the Total System, forecast in accordance with this paragraph 5;
 - (c) **"Demand Forecast Time"** means any time at which (in accordance with paragraph 5.2.3 or 5.2.4) the Transporter notifies Forecast LDZ Demand under paragraph 5.2.1.
- 5.2.7 In forecasting demand under this paragraph 5, the Transporter will act in good faith and will exercise reasonable skill and care, but the Transporter will not be liable (as to any loss or liability incurred by a User or otherwise) to any User in respect of or in consequence of anything done or omitted to be done by the Transporter under this paragraph 5.

6 CLASS A CONTINGENCIES

6.1 Class A Contingencies

- 6.1.1 During the period of a Class A Contingency, notification of demand for the Gas Flow Day pursuant to paragraph 5.2.3 will be provided in accordance with the relevant Contingency Procedures.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION J – EXIT REQUIREMENTS

1 GENERAL

1.1 Introduction

- 1.1.1 The provisions of this Section J shall apply in respect of the offtake of gas from a System at System Exit Points.
- 1.1.2 Nothing in the Code confers on any person any entitlement to have any premises, pipeline, plant or other installation connected to a System for the purposes of offtaking gas from the Total System.

1.2 System Exit Point

- 1.2.1 In accordance with Section A3, a System Exit Point may be a Supply Point (or Supply Meter Point ~~or Supply Point Component~~ comprised therein) or a Connected System Exit Point, subject to paragraph 1.2.2.
- 1.2.2 In this Section J references to System Exit Points include Inter-System Offtakes.
- 1.2.3 Paragraphs 5, 6 and 7 set out provisions applying (in addition to other applicable provisions of this Section J) in respect of NExA Supply ~~Meter~~ Points, Connected System Exit Points and Inter-System Offtakes respectively.
- 1.2.4 In this Section J "**Relevant User**" means:
 - (a) in relation to a Supply Meter Point or Supply Point, the Registered User (or any of the Joint Registered Users);
 - (b) in relation to a Connected System Exit Point, a CSEP User;
 - (c) in relation to an Inter-System Offtake, the downstream DN Operator.

1.3 Inter-System Offtakes

- 1.3.1 In relation to any Inter-System Offtake or the flow of gas at an Inter-System Offtake from the NTS or an LDZ to an LDZ, at any time:
 - (a) the upstream System is the NTS or (as the case may) the LDZ from which gas flows at such Inter-System Offtake;
 - (b) the downstream System is the LDZ to which gas flows at such Inter-System Offtake;
 - (c) the upstream Transporter is the Transporter which operates the upstream System;
 - (d) the downstream DN Operator is the DN Operator which operates the downstream System (in its capacity, where the context requires, as DNO User).

Modification 0428: Single Supply Meter Points

1.3.2 Where gas flows at an Inter-System Offtake:

- (a) the gas is (and shall be treated as being) taken out of the upstream System and put into the downstream System by Shipper Users;
- (b) title and risk in such gas shall pass (as the gas is taken out of the upstream System) from the upstream Transporter to Shipper Users (in accordance with paragraph 3.7), and simultaneously (as the gas is put into the downstream System) from the Shipper Users to the downstream DN Operator (for which purposes only Section I3.6.3 shall apply as if the Inter-System Offtake were an LDZ System Entry Point);
- (c) no requirements apply as between any Transporter and any Shipper User as to the composition or pressure of such gas;
- (d) notwithstanding the fact that the upstream Transporter or downstream DN Operator may cause or permit such gas flow, no Transporter shall be treated as taking the gas out of the upstream System or putting it into the downstream System, and nothing in the Code shall be construed as having any contrary effect.

1.3.3 So far as it may be necessary for any purpose to determine the same, in relation to any Inter-System Offtake and any Day, the proportions in which Shipper Users:

- (a) take gas out of the upstream System;
- (b) put gas into the downstream System; and
- (c) have title and risk in such gas

shall be equal to the proportions of the sums respectively of their UDQOs in respect of the LDZ served by that Inter-System Offtake.

1.3.4 In this Section J, references to a downstream DN Operator offtaking gas from the upstream System at an Inter-System Offtake shall be construed as references to the DN Operator causing or permitting the flow, or a change in the flow, of gas from the upstream System to the downstream System, and otherwise in accordance with and subject to paragraph 1.3.2; and references to the offtake of gas (or to the upstream Transporter making gas available for offtake) at an Inter-System Offtake shall be construed accordingly.

1.3.5 For the avoidance of doubt, gas which (in an upstream System) is the subject of rights and obligations (pursuant to this Section J) as between an upstream Transporter and a downstream DN Operator may (in the downstream System) be the subject of rights and obligations (pursuant to this Section J) as between the downstream DN Operator and Users; and (without prejudice to GT Section B3) such rights and obligations shall take effect separately in relation to each System and shall not be affected by any breach or failure in respect of such rights or obligations in relation to any other System.

1.4 Connected System Exit Points

1.4.1 In accordance with Section A3.3, a Connected System Exit Point is a System Exit Point (other than an Inter-System Offtake) comprising one or more Individual System Exit

Modification 0428: Single Supply Meter Points

Points which are not Supply Meter Points.

- 1.4.2 The Individual System Exit Point or Individual System Exit Points comprised in a Connected System Exit Point will be specified in the applicable Network Exit Provisions.
- 1.4.3 For the purposes of the Code a "**Connected Offtake System**" is a single system or facility (comprising pipeline(s), plant and/or other installations) operated by one person (or jointly operated by several persons) and connected to the relevant System at the Individual System Exit Point(s) comprised in a Connected System Exit Point.
- 1.4.4 Without prejudice to paragraph 1.1.2, a Connected Offtake System may be:
- (a) a facility for the storage of gas;
 - (b) the pipeline system operated by another gas transporter;
 - (c) a pipeline interconnector by which gas is transported to another country;
 - (d) any other pipeline (other than a pipeline connecting the relevant System directly to single premises) or pipeline system; or
 - (e) a facility for commingling gas, at which gas offtaken from the NTS and commingled with other gas prior to the commingled gas being delivered to the NTS.
- 1.4.5 A "**Connected System Operator**" is the operator of a Connected Offtake System.
- 1.4.6 A Connected Offtake System may also be a Connected Delivery Facility where gas can flow in either direction between such system and the Total System (for example in the case of a Storage Facility or a NTS Commingling Facility), in which case the provisions of the Network Entry Agreement and the Network Exit Provisions may be contained in a single document.

1.5 Network Exit Provisions

- 1.5.1 For the purposes of the Code "**Network Exit Provisions**" are provisions relating to or to the offtake of gas from a System at a System Exit Point, made between the Transporter and:
- (a) in the case of a Supply Meter Point, either the consumer (subject to paragraph 1.5.7) or the Registered User (or, if the Transporter shall so agree, both of them);
 - (b) in the case of a Connected System Exit Point, the Connected System Operator; or
 - (c) in the case of an Inter-System Offtake, the downstream DN Operator.
- 1.5.2 Network Exit Provisions are required to be in force in respect of:
- (a) any Connected System Exit Point;
 - (b) unless the Transporter otherwise determines in any case, any Supply Meter

Modification 0428: Single Supply Meter Points

Point comprised in a VLDMC Supply Point; and

- (c) each Inter-System Offtake;

and where Network Exit Provisions are required to be in force a User will not be entitled to offtake gas from the System at the relevant System Exit Point unless there are such provisions in force.

1.5.3 Network Exit Provisions may be in force in respect of any other Supply Meter Point.

1.5.4 Network Exit Provisions:

- (a) in relation to a Supply Meter Point or Connected System Exit Point, are to be contained in an "**Network Exit Agreement**";
- (b) in relation to an Inter-System Offtake, are to be contained in the Offtake Arrangements Document and the relevant Supplemental Agreement

and references to Network Exit Provisions being in force shall be construed accordingly.

1.5.5 A User shall not (in its capacity as User) be required or entitled to be a party to a Network Exit Agreement in respect of a Connected System Exit Point or a Supply Meter Point where the consumer is already party to a Network Exit Agreement.

1.5.6 Nothing in the Code shall be taken to require the execution of a Network Exit Agreement in respect of any Supply Meter Point which is not a New Supply Meter Point where there is a Registered User for the time being.

1.5.7 A Network Exit Agreement in respect of a Supply Meter Point (where not made with the Registered User) may be made with a person other than or in addition to the consumer, where such person is the operator of the Consumer's Plant; and in such a case references in paragraph 5 to the consumer shall be construed as references to such person.

1.5.8 Where Supply Point Network Exit Provisions are made between the Transporter and the Registered User:

- (a) the Network Exit Agreement shall be an Ancillary Agreement, and Section V1.1.6 shall apply in respect of the Network Exit Agreement as though that Section also referred to Ancillary Agreements in respect of Supply Meter Points; and
- (b) the Registered User shall secure that the consumer is provided with a copy of the Network Exit Provisions and any amendments thereto.

1.5.9 References in this Section J to the termination, suspension or expiry of Network Exit Provisions:

- (a) in the context of a Supply Meter Point or a Connected System Exit Point, are to the termination, suspension or expiry of the relevant Network Exit Agreement;
- (b) in the context of an Inter-System Offtake, are to the upstream Transporter or downstream DN Operator ceasing to be party to the Offtake Arrangements

Modification 0428: Single Supply Meter Points

Document or (as the case may be) the termination, suspension or expiry of the relevant Supplemental Agreement.

1.5.10 For the purposes of this Section J:

- (a) a "**NExA Supply Meter Point**" is a Supply Meter Point in respect of which there are Network Exit Provisions in force;
- (b) "**Supply Point Network Exit Provisions**" are Network Exit Provisions in respect of a Supply Meter Point;
- (c) "**CSEP Network Exit Provisions**" are Network Exit Provisions in respect of a Connected System Exit Point.

1.6 Offtake metering at Supply Points

Section M applies in respect of the metering of gas offtaken at Supply Points.

1.7 Antifluctuators, etc

1.7.1 Each User shall as soon as reasonably practicable notify the Transporter if such User becomes aware in relation to any Supply Meter Point of which it is the Registered User:

- (a) that any requirement applying to the relevant consumer under paragraph 17 of the Gas Code has not been or is not being complied with; or
- (b) of circumstances in which the relevant Transporter would be entitled to exercise its rights under paragraph 18 of the Gas Code.

1.7.2 Where pursuant to paragraph 17 of the Gas Code the Transporter seeks to give any notice to or exercise any other entitlement in relation to any consumer the Registered User in respect of the relevant Supply Point agrees to extend reasonable cooperation to the Transporter so as to facilitate the exercise of such entitlements (and in particular but without limitation agrees if so requested to secure that there is conveyed on behalf of the Transporter to the relevant consumer any communication to be given by the Transporter pursuant to such paragraph 17).

1.7.3 The Transporter will inform the Registered User before or as soon as reasonably practicable after giving any notice to or exercising any other entitlement in relation to any consumer pursuant to paragraph 17 or 18 of the Gas Code.

1.7.4 Users acknowledge that where Network Exit Provisions are in force in relation to a Supply Point such provisions may provide for additional terms in respect of the matters subject to paragraphs 17 and 18 of the Gas Code.

1.7.5 If so requested on reasonable grounds by the Transporter, the Registered User in respect of any Supply Point shall (within a reasonable period specified by the Transporter) make reasonable enquiries of the consumer or supplier with a view to ascertaining and obtaining reasonable evidence as to whether the requirements of paragraph 17 of the Gas Code are applicable or (where applicable) are being complied with, and inform the Transporter of the outcome of such enquiries; and where the Registered User fails so to make reasonable enquiries or inform the Transporter of such outcome within such period the User shall reimburse to the Transporter any expenses reasonably incurred by

Modification 0428: Single Supply Meter Points

the Transporter in ascertaining any such matter itself (including without limitation any expenses paid by the Transporter pursuant to paragraph 17(6) of the Gas Code).

1.8 Entitlements under the Act

1.8.1 Nothing in the Code shall prevent a Transporter from exercising any entitlement or discharging any duty under the Gas Code or otherwise under the Act or pursuant to the Transporter's Licence which may involve the disconnection of or refusal to convey gas to or to allow gas to be conveyed to any premises.

1.8.2 Where under the Gas Code or otherwise under the Act or pursuant to the Transporter's Licence a Transporter is not required to connect or to maintain a connection of, or has exercised or is entitled to exercise any right to disconnect, or is required to disconnect, any premises, or (having disconnected them) is not required to reconnect any premises, or is entitled to refuse to convey gas to or to allow gas to be conveyed to any premises, the Transporter will not be in breach of its obligation to make gas available for offtake from the Total System at the relevant System Exit Point(s).

1.8.3 The Transporter will inform the Relevant User(s) as soon as reasonably practicable after exercising an entitlement (as described in paragraph 1.8.2) to disconnect or refuse to convey gas or allow gas to be conveyed.

1.9 DNO Users

In this Section J references to Users shall include DNO Users.¹

2 OFFTAKE REQUIREMENTS

2.1 Applicable Offtake Requirements

2.1.1 For the purposes of the Code, the "**Applicable Offtake Requirements**" are:

- (a) subject to paragraph 2.1.1(b):
 - (i) except as provided in paragraph (ii), the Standard Offtake Requirements;
 - (ii) subject to paragraph 2.1.5, as respects the pressure of gas made available for offtake:
 - (1) at NTS Supply Meter Points, a pressure of 25 bar;
 - (2) at NTS/LDZ Offtakes, the Assured Offtake Pressure in accordance with paragraph 2.5;
- (b) to the extent inconsistent with paragraph 2.1.1(a), but subject to paragraph 2.1.5:
 - (i) any requirement as to the pressure of gas made available for offtake at a Supply Meter Point which applies pursuant to paragraph 2.2.5;
 - (ii) the specification applicable pursuant to any Special Offtake

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.10.

Modification 0428: Single Supply Meter Points

Arrangement in accordance with paragraph 2.3;

- (iii) any provision contained in Network Exit Provisions as to the pressure of gas made available for offtake at a System Exit Point.
- 2.1.2 The "**Standard Offtake Requirements**" are the requirements as to gas composition and pressure of the regulations from time to time applying pursuant to Section 16(1) of the Act as they apply in respect of gas made available by the Transporter for offtake at any System Exit Point which requirements shall be treated for the purpose of the Code as applying (subject to paragraph 2.1.1(b)) in respect of any LDZ Connected System Exit Point.
- 2.1.3 Network Exit Provisions or an Ancillary Agreement may include any tolerances within which (for any periods or in any circumstances) deviation from any of the Applicable Offtake Requirements are permitted.
- 2.1.4 The "**Applicable Offtake Pressure**" is the requirement as to pressure of gas made available for offtake from the System at an Individual System Exit Point for the time being applicable in accordance with this paragraph 2.1.
- 2.1.5 Where at any time, by reason of any building, mining or engineering developments (other than a development planned by the Transporter), or changes in population density, in the vicinity of any part of the System, it is not or ceases or will cease to be feasible safely or in accordance with any Recognised Standard to maintain at any Individual System Exit Point a pressure of at least the Applicable Offtake Pressure (applicable at the time in accordance with paragraph 2.1.1, this paragraph 2.1.5, or paragraph 2.2.5):
- (a) the Transporter will, as soon as reasonably practicable after becoming aware that (by reason of such circumstances) such pressure cannot be maintained, so inform the Relevant User(s) specifying the date with effect from which it will be necessary to reduce such pressure and the reduced pressure which can (after such date) be so maintained; and
 - (b) with effect from the date specified by the Transporter (and as respects any User who may become the Relevant User), the reduced pressure so specified shall be the Applicable Offtake Pressure.
- 2.1.6 The Transporter will not be in breach of its obligation to make gas available for offtake from a System at a System Exit Point if for any reason the pressure of the gas immediately downstream of the point of offtake (in accordance with paragraph 3.7) exceeds the Applicable Offtake Pressure.
- ## 2.2 Special offtake pressure
- 2.2.1 Upon the request of the Registered User in respect of a Supply Point, specifying (in respect of a Supply Meter Point comprised in the Supply Point) a particular pressure (the "**specified pressure**") greater than the prevailing Applicable Offtake Pressure, the Transporter will advise the User:
- (a) whether the anticipated normal offtake pressure is greater or less than the specified pressure; and

Modification 0428: Single Supply Meter Points

- (b) insofar as it is reasonably practicable to do so, of the circumstances (other than Excluded Offtake Circumstances in accordance with paragraph 3.2.2) in which the Transporter anticipates at the time of the request that the pressure of gas available for offtake at the Supply Meter Point may fall below the specified pressure.
 - 2.2.2 Where the Transporter has advised a User under paragraph 2.2.1 that anticipated normal offtake pressure is not less than the specified pressure, the Transporter will advise the User, not less than 24 months (in the case of an LDZ Supply Point) or 36 months (in the case of an NTS Supply Point) before such change, of any reduction in anticipated normal offtake pressure below the specified pressure (but without prejudice to the Applicable Offtake Pressure).
 - 2.2.3 In this paragraph 2.2, "**anticipated normal offtake pressure**" means the pressure or (within a range of pressures) lowest pressure at which the Transporter expects (having regard to the period of notice of any reduction required under paragraph 2.2.2) that, under normal System operating conditions, gas will be available for offtake at a Supply Meter Point.
 - 2.2.4 Where a User makes a request to the Transporter under paragraph 2.2.1, the User may in addition propose to the Transporter to enter into an Ancillary Agreement pursuant to which the Transporter would undertake the works in respect of the relevant System necessary to enable it to make available for offtake under all operating conditions (other than Excluded Offtake Circumstances) gas at the specified pressure.
 - 2.2.5 Where, following the proposal of a User under paragraph 2.2.4, the User and the Transporter so agree, they shall enter into an Ancillary Agreement (upon such terms including terms as to payment by the User as shall be agreed between them), and the Applicable Offtake Pressure will (for such period as may be specified in such Ancillary Agreement) be the specified pressure or such other pressure as shall be specified in such Ancillary Agreement.
- ### 2.3 Special Offtake Arrangement
- 2.3.1 Pursuant to an arrangement ("**Special Offtake Arrangement**") provided for in Network Exit Provisions, a Transporter may agree to make gas available for offtake from the System at a System Exit Point in circumstances where the Standard Offtake Requirements are not complied with pursuant to the terms of any Network Exit Provisions, or where the Standard Offtake Requirements are not (and are not treated pursuant to paragraph 2.1.2 as being) appropriate.
 - 2.3.2 Without prejudice to any Legal Requirement, a Special Offtake Arrangement may be in force where, by reason of a Special Delivery Arrangement under Section I3.5, gas available for offtake at a System Exit Point does not or will not comply with the Standard Offtake Requirements.
- ### 2.4 Notice of specification change
- 2.4.1 Where:
 - (a) the Registered User wishes to be informed of changes in particular characteristics ("**relevant characteristics**") of gas offtaken from the Total System at a Supply Meter Point comprised therein; and

Modification 0428: Single Supply Meter Points

- (b) the User so requests the Transporter, specifying the Supply Meter Point and the relevant characteristics,

the Transporter will, where in its reasonable opinion it is feasible to do so, and upon such reasonable terms (if any) as it may notify to the User, agree that paragraph 2.4.3 shall apply.

- 2.4.2 Where the Transporter notifies any terms to the User pursuant to paragraph 2.4.1, paragraph 2.4.3 shall apply only if the User notifies the Transporter of its acceptance of such terms, which terms (if so accepted) shall form an Ancillary Agreement between the Transporter and such User.
- 2.4.3 Where this paragraph applies, the Transporter will use reasonable endeavours to notify the Registered User as soon as reasonably practicable after the Transporter becomes aware that a change in relevant characteristics of gas available for offtake at the Supply Point has occurred or will occur.
- 2.4.4 Where paragraph 2.4.3 applies the Transporter reserves the right at any time and from time to time to make a charge to the User (for so long as it is the Registered User) in respect of the reasonable costs incurred by the Transporter in performing its obligations under that paragraph.

2.5 Assured Offtake Pressure and Significant Offtakes

- 2.5.1 For the purpose of the Code, in relation to an NTS/LDZ Offtake:

- (a) 0600 and 2200 pressures are pressures at 06:00 hours and 22:00 hours on a Day;
- (b) for each Day in any Gas Year, the "**Assured Offtake Pressures**" are the 0600 and 2200 pressures specified for that Gas Year in the Offtake Pressure Statement;
- (c) the requirement to make gas available for offtake at the Assured Offtake Pressure is the requirement that the pressure (of gas made available, at the point of offtake):
 - (i) at 06:00 hours is not less than the 0600 pressure; and
 - (ii) at all other times is not less than the 2200 pressure;comprised in the Assured Offtake Pressure.

- 2.5.2 National Grid NTS shall issue to each DNO User, by not later than 30 September in each Gas Year (Y), a statement ("**Offtake Pressure Statement**") specifying for each DNO User and NTS/LDZ Offtake:

- (a) the Assured Offtake Pressures for each of Gas Years Y+1 to Y+6 (inclusive); and
- (b) whether the NTS/LDZ Offtake is a Significant Offtake (as such term is defined in OAD Section I4.1.1) for Gas Year Y+1.

- 2.5.3 The Assured Offtake Pressures (in relation to any NTS/LDZ Offtake) specified in

Modification 0428: Single Supply Meter Points

respect:

- (a) of any Gas Year in an Offtake Pressure Statement (subject to any amendment in accordance with this paragraph 2.5) shall be the same as the Assured Offtake Pressures specified in the preceding year's statement for such Gas Year;
 - (b) of Gas Year Y+6 in an Offtake Pressure Statement shall be the same as the Assured Offtake Pressures for Gas Year Y+6 in the preceding year's statement.
- 2.5.4 The Assured Offtake Pressures at an NTS/LDZ Offtake may be revised in accordance with this paragraph 2.5 (and where so revised the Offtake Pressure Statement shall be deemed, in respect of the NTS/LDZ Offtake, to be revised accordingly).
- 2.5.5 National Grid NTS may apply for:
- (a) a permanent decrease in the Assured Offtake Pressures in relation to an NTS/LDZ Offtake in April in a Gas Year for Gas Years Y+1 to Y+6;
 - (b) a temporary decrease in the Assured Offtake Pressures in relation to an NTS/LDZ Offtake (for a period in accordance with paragraph 2.5.8(b)).
- 2.5.6 A DNO User may apply for a permanent increase in the Assured Offtake Pressures in relation to an NTS/LDZ Offtake during the period 1 July to 31 July (inclusive) in a Gas Year for Gas Years Y+1 to Y+6.
- 2.5.7 An application under paragraph 2.5.5(a) or 2.5.6 for a permanent increase or decrease to the Assured Offtake Pressures can only be made for a period commencing on the first Day of a Gas Year.
- 2.5.8 An application under paragraph 2.5.5 or 2.5.6 shall be submitted specifying:
- (a) the NTS/LDZ Offtake;
 - (b) where submitted by National Grid NTS, whether the application is for a permanent or temporary decrease, and where the application is for a temporary decrease, the period in respect of which the decrease is applied for (which shall not be less than a Day and no longer than 30 Days);
 - (c) where the application is for a permanent increase or decrease, the first Day of the Gas Year in respect of which the increase or decrease is applied for;
 - (d) where the application is submitted by a DNO User, the increased pressure applied for; and
 - (e) where the application is submitted by National Grid NTS, the decreased pressure applied for.
- 2.5.9 Where a DNO User submits an application in accordance with paragraph 2.5.6 National Grid NTS shall accept such application for an increase in the Assured Offtake Pressures in respect of the NTS/LDZ Offtake by not later than the following 30 September unless National Grid NTS determines it would not be possible (under all credible operating conditions) to operate the NTS in a safe and efficient manner during the relevant period at the increased Assured Offtake Pressures applied for.

Modification 0428: Single Supply Meter Points

- 2.5.10 Where National Grid NTS submits an application in accordance with paragraph 2.5.5 the DNO User shall accept such application for a decrease in the Assured Offtake Pressures in respect of the NTS/LDZ Offtake:
- (a) in the case of an application for a permanent decrease, by not later than the following 30 June;
 - (b) in the case of an application for a temporary decrease, by not later than ten (10) days following the application
- unless the DNO User determines it would not be possible (under all credible operating conditions) to operate the relevant LDZ in a safe and efficient manner during the relevant period at the decreased Assured Offtake Pressures applied for.
- 2.5.11 For the purposes of paragraphs 2.5.9 and 2.5.10, the reference to all credible operating conditions is to all conditions other than a condition the existence of which would amount to Force Majeure affecting the relevant system.
- 2.5.12 National Grid NTS and the DNO User agree to cooperate in respect of the application of this paragraph 2.5 for the purposes of optimising the safe and efficient operation of the NTS and the LDZ.
- 2.5.13 National Grid NTS will in the case of an application under paragraph 2.5.6:
- (a) as soon as reasonably practicable thereafter notify the DNO User where it believes it is unlikely to be able to meet the application in full, providing details of:
 - (i) the circumstances surrounding any restrictions; and
 - (ii) the maximum available increase in the Assured Offtake Pressure;
 - (b) within 15 Business Days following the last Day of July in which the application is made provide an indicative statement notifying the DNO User whether its application is accepted in whole or in part, or rejected, specifying the indicative available Assured Offtake Pressure;
 - (c) the DNO User will then have an opportunity to seek clarification, reconsider and resubmit its application for an increase in the Assured Offtake Pressure within ten (10) Business Days following notification from National Grid NTS under paragraph (b);
 - (d) National Grid NTS will use reasonable endeavours to consider and where necessary discuss an application made under paragraph (c) with the DNO User with a view to agreeing by 30 September an increased Assured Offtake Pressure in the Offtake Pressure Statement to be issued by such date in accordance with paragraph 2.5.2.
- 2.5.14 National Grid NTS and the DNO User will discuss in good faith which of the NTS/LDZ Offtakes are to be given Significant Offtake status for Gas Year Y+1 with a view to agreeing by 30 September a list of Significant Offtakes for inclusion in the Offtake Pressure Statement to be issued by such date in accordance with paragraph 2.5.2.
- 2.5.15 At any time following the publication of the Offtake Pressure Statement by National

Modification 0428: Single Supply Meter Points

Grid NTS pursuant to paragraph 2.5.2 and otherwise during Gas Year Y+1 to which such Offtake Pressure Statement relates either National Grid NTS or the DNO User may notify the other that an NTS/LDZ Offtake shall be given Significant Offtake status from the date specified in such notification and no approval or consent in respect of such change in status shall be required from National Grid NTS or the DNO User (as the case maybe).

3 OFFTAKE OF GAS FROM THE SYSTEM

3.1 Offtaking User

3.1.1 For the purposes of this Section J an "**Offtaking User**" is:

- (a) in respect of a Supply Meter Point, the Registered User of the Supply Point (or, in the case of a Shared Supply Meter Point, of any of the Supply Points) in which the Supply Meter Point is comprised;
- (b) in respect of a Connected System Exit Point, on any Day, any Offtaking CSEP User; and
- (c) in respect of an Inter-System Offtake, the downstream DN Operator.

3.1.2 The "**Offtake Proportion**" of an Offtaking User for a Day in respect of a System Exit Point is:

- (a) in the case of a Supply Meter Point:
 - (i) except as provided in paragraph (ii), one (1);
 - (ii) in the case of a Shared Supply Meter Point, the proportion which the quantity allocated to that User in respect of the Day in accordance with the Shared Supply Meter Notification bears to the Supply Meter Point Daily Quantity;
- (b) in the case of a Connected System Exit Point, that User's UDQO for that Day divided by the CSEP Daily Quantity Offtaken in accordance with Section E3.2; and
- (c) in the case of an Inter-System Offtake, one (1) .

3.1.3 For the purposes of this Section J:

- (a) references to quantities of gas offtaken on a Day at an NDM Supply Meter Point are to the quantities determined to have been offtaken pursuant to Section H2;
- (b) no adjustments to any amount, payment or quantity ascertained under this Section J shall be made by reason of DM Reconciliation, NDM Reconciliation or CSEP Reconciliation;
- (c) references to quantities of gas offtaken on a Day at an Inter-System Offtake are to the quantities determined to have flowed pursuant to the measurement provisions contained in the Network Exit Provisions (and not, for the avoidance of doubt, by reference to quantities treated as offtaken by Shipper

Modification 0428: Single Supply Meter Points

Users from the downstream System pursuant to Section E).

3.2 Obligation to make gas available for offtake

- 3.2.1 Subject to the provisions of the Code, the Transporter will make gas available for offtake by User(s) from the System at the point of offtake (in accordance with paragraph 3.7) in accordance with the requirements of paragraph 3.3.1 at each System Exit Point where the requirements (other than requirements to be complied with by the Transporter) of this Section J are complied with.
- 3.2.2 For the purposes of the Code, "**Excluded Offtake Circumstances**" are circumstances in which, in accordance with the Code, the Transporter is not obliged or not in breach of its obligation to make gas available for offtake at a System Exit Point or is not liable in respect of any failure to do so.
- 3.2.3 For the avoidance of doubt, a User's obligations to pay Capacity Charges shall not be affected by the existence of any Excluded Offtake Circumstances except as provided in paragraph 3.6 in respect of Force Majeure.

3.3 Compliance with offtake requirements

- 3.3.1 Gas made available by the Transporter for offtake at any System Exit Point will comply with the Applicable Offtake Requirements, subject to paragraph 3.3.6.
- 3.3.2 Where non-compliant gas is made available for offtake from the relevant System at a System Exit Point, the Offtaking User(s) may, from time to time until such time as the Applicable Offtake Requirements are complied with in respect of gas made available for offtake at such point, in its or their discretion, either:
- (a) offtake or continue to offtake such gas, in which case paragraph 3.4 shall apply; or
 - (b) decline to offtake or to continue to offtake such gas, in which case paragraph 3.5 shall apply.
- 3.3.3 A User's rights under paragraph 3.3.2 shall not be prejudiced by its election to offtake non-compliant gas (whether or not it is aware that the gas is non-compliant).
- 3.3.4 Subject to paragraph 3.4.7, where non-compliant gas has been offtaken on any Day from the System, the Transporter shall be liable to pay to each Offtaking User an amount determined in accordance with paragraph 3.4.
- 3.3.5 Where the Transporter becomes aware that non-compliant gas is being made available for offtake at any System Exit Point (other than where the failure to comply is not material), the Transporter will endeavour to inform the Relevant User(s) (and, in the case of a Connected System Exit Point, the Connected System Operator) of that fact as soon as reasonably practicable, but in the case of a Supply ~~Meter~~ Point whose Annual Quantity does not exceed 732,000 kWh (25,000 therms) a notice to all Shipper Users generally that gas in any part of the relevant System is non-compliant shall be sufficient.
- 3.3.6 Subject to paragraph 3.4.7, for the purposes of this paragraph 3 "**non-compliant gas**" is gas made available for offtake from a System in respect of which (after taking account of any tolerance referred to in paragraph 2.1.3) any of the Applicable Offtake

Modification 0428: Single Supply Meter Points

Requirements is not or was not complied with.

- 3.3.7 In assessing whether the hydrocarbon dewpoint and water dewpoint of gas conveyed in the NTS will interfere with the integrity or operation of the pipes comprised in an LDZ, National Grid NTS will (and shall be entitled to) assume that the DNO will operate the LDZ so as to secure that, at all points on the LDZ at which the pressure of gas is reduced, the temperature of the gas does not (at any time during such pressure reduction) fall below zero degrees celcius (0°C).

3.4 Payment in respect of non-compliant gas

- 3.4.1 Subject to paragraphs 3.4.3 and 3.4.4, the amount payable by the Transporter to an Offtaking User under paragraph 3.3.4 shall be all reasonable costs and expenses reasonably incurred by the User in consequence of the offtake of non-compliant gas, including (without limitation) costs and expenses incurred:
- (a) in cleaning or clearing any part of the relevant offtake facility; and/or
 - (b) in taking reasonable measures (excluding in the case of a Connected Offtake System or a downstream System any measures equivalent to Operational Balancing Steps) to secure that:
 - (i) in the case of a Supply Point, the non-compliant gas can be made fit for use in the relevant offtake facility;
 - (ii) in the case of a Connected System Exit Point or Inter-System Offtake, the relevant offtake facility can be operated in accordance with applicable Legal Requirements notwithstanding the offtake or continued offtake of such non-compliant gas; and/or
 - (c) in relation to an Inter-System Offtake (to the extent that, as a result of the offtake of non-compliant gas, the downstream DN Operator as Offtaking User itself makes non-compliant gas available for offtake from the downstream System), by way of liability to Users
 - (i) under paragraphs (a) and (b) (pursuant to paragraph 3.3.2(a)); and/or
 - (ii) under paragraph 3.5 (pursuant to paragraph 3.3.2(b))

provided that (in either case) the downstream DN Operator acts and has acted as a Reasonable and Prudent Operator with a view to avoiding or limiting the effects of its offtake (at the Inter-System Offtake) of non-compliant gas on its ability to make gas (complying with the Applicable Offtake Requirements) available for offtake from the downstream System.

- 3.4.2 For the purposes of paragraph 3.4.1:

- (a) "relevant offtake facility" means:
 - (i) in the case of a Supply Point, the Consumer's Plant;
 - (ii) in the case of a Connected System Exit Point, the Connected Offtake System; and

Modification 0428: Single Supply Meter Points

- (iii) in the case of an Inter-System Offtake, the downstream System;
 - (b) references to costs and expenses incurred by an Offtaking User include costs and expenses incurred by:
 - (i) in the case of a Supply Point, the supplier or consumer;
 - (ii) in the case of a Connected System Exit Point, the Connected System Operator.
- 3.4.3 The amount payable by the Transporter to an Offtaking User (excluding amounts under paragraph 3.4.1(c)(ii)) shall not exceed 10% of the amount calculated as the User's Offtake Proportion of the total quantity of non-compliant gas offtaken from the System at the relevant System Exit Point on the relevant Day multiplied by the Applicable Liability Gas Price.
- 3.4.4 Where costs and expenses referred to in paragraph 3.4.1 are incurred in consequence of the offtake of non-compliant gas from the relevant System on more than one Day at a Shared Supply Meter Point or Connected System Exit Point:
 - (a) references in paragraphs 3.4.1 and 3.4.3 to a User's Offtake Proportion shall be deemed to be references to a weighted average Offtake Proportion determined for each Offtaking User as the sum, for all such Days, of the User's Offtake Proportion for each Day multiplied by the Supply ~~Meter~~ Point Daily Quantity or (as the case may be) CSEP Daily Quantity Offtaken, divided by the sum of the Supply ~~Meter~~ Point Daily Quantities or (as the case may be) CSEP Daily Quantities Offtaken for all such Days; and
 - (b) the reference in paragraph 3.4.3 to the total quantity of non-compliant gas offtaken on the relevant Day shall be to the total quantity of non-compliant gas offtaken on all such Days.
- 3.4.5 Where any amount has become payable to an Offtaking User pursuant to paragraph 3.3.4:
 - (a) the User shall as soon as reasonably practicable after the Exit Close-out Date so notify the Transporter, specifying:
 - (i) the relevant System Exit Point and the Day or Days on which non-compliant gas was offtaken from the System;
 - (ii) the total quantity of non-compliant gas referred to in paragraph 3.4.3, and reasonable details of the respect(s) in which the non-compliant gas did not comply with the Applicable Offtake Requirements;
 - (iii) reasonable details of the costs and expenses referred to in paragraph 3.4.1 and the person(s) by whom and purposes for which they were incurred;
 - (iv) the Offtaking User's Offtake Proportion; and
 - (b) the amount payable by the Transporter shall be invoiced and paid in accordance with Section S.

Modification 0428: Single Supply Meter Points

- 3.4.6 Any dispute as to anything specified by a User under paragraph 3.4.5(a) (other than a dispute as to anything specified under paragraph 3.4.5(a)(i) or (ii) which was resolved pursuant to Network Exit Provisions) shall be referred to Expert Determination.
- 3.4.7 Paragraph 3.3.4 and this paragraph 3.4 (with the exception of this paragraph 3.4.7) do not apply and the Transporter shall not be liable thereunder to the extent that the failure (of gas offtaken) to comply with Applicable Offtake Requirements was a failure to comply with the Applicable Offtake Pressure; and references in those paragraphs to non-compliant gas shall be construed accordingly.
- 3.4.8 Where non-compliant gas was offtaken from the Total System and for the purposes of clearing such non-compliant gas from the Consumer's Plant or a Connected Offtake System it is necessary for the consumer or (as the case may be) the Connected System Operator to vent gas from such plant or system, the quantity of gas which each Offtaking User is treated as having offtaken from the Total System on the relevant Day shall be reduced by its Offtake Proportion of the quantity of gas so vented (and the User's UDQO shall be determined accordingly).

3.5 Gas not made available for offtake

3.5.1 Where:

- (a) the Transporter is or has been in breach of its obligation to make gas available for offtake from the System at an LDZ System Exit Point; or
- (b) gas made available for offtake from the System at a System Exit Point does not comply with the Applicable Offtake Requirements and an Offtaking User declined (in accordance with paragraph 3.3.2(b)) to offtake such gas

the further provisions of this paragraph 3.5 shall apply.

3.5.2 Not used.

3.5.3 In the case of a ~~Supply Point Component~~ comprised in an LDZ Supply Point at Non-domestic Premises whose Annual Quantity exceeds 73,200 kWh (2,500 therms) per annum, the Transporter will pay to the Registered User an amount determined as:

- (a) subject to paragraph (b), the amount calculated according to the following formula:

$$C * (1 - X/Y) * P * F$$

where:

C is the amount of the Supply Point Capacity held by the User at the Supply Point ~~Component~~ on the relevant Day, less, in the case of an Interruptible Supply Point ~~Component~~, and in respect of a Day on which Interruption was required at such Supply Point ~~Component~~, the aggregate amount of the Interruptible Tranches which were subject to Interruption on the Day;

X is in the case of a DM Supply Point ~~Component~~, the quantity of gas which was made available for offtake from the System on the relevant

Modification 0428: Single Supply Meter Points

Day;

Y is in the case of a DM Supply Point ~~Component~~, the Nominated Quantity (subject to paragraph 3.5.4) under the Output Nomination for the relevant Supply Point ~~Component~~, provided that:

- (i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time at which the Registered User first became aware of such failure; and
- (ii) Y shall not exceed the amount of the User's Registered Supply Point Capacity at the Supply Point ~~Component~~, disregarding any increase therein applied for after the relevant failure first occurred;

X/Y is, in the case of an NDM Supply Point ~~Component~~, zero;

P is the sum of the Applicable Daily Rates of:

- (i) the Capacity Variable Component of the Customer Charge; and
- (ii) the LDZ Capacity Charge;

F is ten (10) in relation to a Firm Supply Point ~~Component~~ and five (5) in relation to an Interruptible Supply Point ~~Component~~;

(b) where:

- (i) as a result of the relevant failure gas is not available for offtake for a period of 24 hours; and
- (ii) the amount determined under paragraph (a) would for each consecutive period of 24 hours during which the relevant failure continued to be less than £50 in relation to an NDM Supply Point ~~Component~~ and £250 in relation to a DM Supply Point ~~Component~~

for each consecutive period of 24 hours or part of such a period, commencing with the expiry of the first 24 hours of such failure, during which the relevant failure continued, an amount of £50 in relation to an NDM Supply Point ~~Component~~ and an amount of £250 in relation to a DM Supply Point ~~Component~~.

3.5.4 For the purposes of this paragraph 3.5:

- (a) in determining 'Y' in paragraph 3.5.3, in the case of a DMA Supply Point ~~Component~~ there shall be deemed to be a Nomination Quantity in respect of each DMA Supply Point ~~Component~~ in the relevant DMA Supply Point Group, determined by apportioning the Nomination Quantity for such Supply Point Group between such Supply Points ~~Components~~ in proportion to their respective Annual Quantities;

Modification 0428: Single Supply Meter Points

- (b) for the purposes of paragraph 3.5.3(b), any such period of 24 hours as is referred to in Section L4.3.2(e) is concurrent with and not in addition to the first 24 hours referred to in paragraph 3.5.3(b), and accordingly (notwithstanding Section L4.3.1) any period of Programmed Maintenance (in respect of the Supply Point) shall count towards such first 24 hours.

- 3.5.5 In the case of an LDZ Connected System Exit Point, the Transporter will pay to each CSEP User an amount determined as:

$$C \times (1 - X/Y) \times P$$

where:

C is the amount of the Relevant Exit Capacity held by the CSEP User at the Connected System Exit Point on the relevant Day;

X is the relevant proportion of the quantity of gas which was made available for offtake from the Total System by CSEP Users in aggregate on the relevant Day;

Y is the Nominated Quantity (subject to paragraph 3.5.4) under the CSEP User's Output Nomination for the Connected System Exit Point, provided that:

(i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time at which the CSEP User first became aware of such failure; and

(ii) Y shall not exceed the amount of the User's Relevant Exit Capacity at the Connected System Exit Point, disregarding any increase therein applied for after the relevant failure first occurred;

P is the sum of the Applicable Daily Rates of:

(i) the CSEP Charge to the extent of any component thereof which varies with Relevant Exit Capacity;

(ii) in the case of an LDZ Connected System Exit Point, the LDZ Capacity Charge; and

(iii) the applicable NTS Exit Capacity Charge.

- 3.5.6 For the purposes of paragraph 3.5.5:

- (a) a CSEP User's "**Relevant Exit Capacity**" is its Registered LDZ Capacity at such Connected System Exit Point; and
- (b) the relevant proportion of a CSEP User is the amount determined as 'Y' for the User on the relevant Day in accordance with paragraph 3.5.5 divided by the aggregate of the amounts so determined as 'Y' for all CSEP Users.

- 3.5.7 Where paragraph 3.5.1(b) applies in the case of NTS Supply Points and NTS Connected System Exit Points the Transporter will pay to each relevant User holding Available NTS Exit (Flat) Capacity at the relevant NTS Supply Point or NTS Connected System

Modification 0428: Single Supply Meter Points

Exit Point on the relevant Day, an amount determined as:

$$C * (1 - X / Y) * P * F$$

where:

- C is the amount of Fully Adjusted Available NTS Exit (Flat) Capacity held by the User at the NTS Supply Point or NTS Connected System Exit Point at the time paragraph 3.5.1 first applied on the relevant Day;
- X is the User Daily Exit Quantity;
- Y is, at the time paragraph 3.5.1 first applied, the User's Nominated Quantity;
- P is the weighted average bid price for all accepted capacity bids in respect of which NTS Exit (Flat) Capacity was allocated at the relevant NTS Supply Point or NTS Connected System Exit Point for the Day;
- F is ten (10) in relation to a Firm NTS Exit (Flat) Capacity and five (5) in relation to an Off-peak NTS Exit (Flat) Capacity.

3.5.8 In the case of an Inter-System Offtake, where:

- (a) as a result of the relevant failure the downstream Transporter itself fails to make gas available for offtake (in accordance with its obligations under the Code) at any System Exit Point on the downstream System; and
- (b) the downstream Transporter acts and has acted as a Reasonable and Prudent Operator with a view to avoiding or limiting the effect of such failure (of the upstream Transporter) on its ability so to make gas available for offtake

the Transporter shall pay to the Offtaking User an amount equal to the amounts for which the downstream Transporter was liable pursuant to this paragraph 3.5 in respect of the downstream Transporter's failure to make gas available for offtake, to the extent to which such failure resulted from the relevant failure of the upstream Transporter.

3.5.9 For the purposes of paragraphs 3.4.1(c)(ii), 3.5.8 and 7.4.1, references to amounts for which a downstream DN Operator or National Grid NTS is liable pursuant to this paragraph 3.5:

- (a) (other than in relation to paragraph (b)) shall be determined subject to the effect of Section V10;
- (b) shall be deemed to include amounts for which the downstream DN Operator or National Grid NTS was liable by way of compensation under (and pursuant to regulations made under) Section 33AA of the Act.

3.5.10 For the purposes of Section V10, the rules in paragraphs 3.5.3 and 3.5.5 (but not paragraph 3.5.8, but without prejudice to paragraph 3.5.9(a)) are Compensation Rules within Compensation Group J; and in relation thereto the 'payment month' is the second month following the month in which the relevant failure commenced.

3.5.11 For the purposes of paragraphs 3.5.3, 3.5.5 and 3.5.8, any dispute as to the quantity of gas which was made available for offtake at the relevant DM Supply Point-Component,

Modification 0428: Single Supply Meter Points

Connected System Exit Point, NTS Exit Point or Inter-System Offtake on the relevant Day shall be referred to Expert Determination.

3.6 Force Majeure

3.6.1 Where:

- (a) by reason of Force Majeure affecting the Transporter, the Transporter is relieved from liability in respect of its obligation to make gas available for offtake from the Total System at a System Exit Point; and
- (b) the occurrence of Force Majeure continues for a period of more than 7 Days,

for each Day after the 7th Day on which the Transporter continues to be relieved of such obligation, the User(s) registered as holding System Capacity at such point will cease to be liable to pay the Capacity Charges referred to in paragraph 3.6.2.

3.6.2 Subject to paragraph 3.6.3, the relevant Capacity Charges are:

- (a) in the case of any System Exit Point, the LDZ Capacity Charges (where relevant) and the Capacity Variable Component of the Customer Charge payable by the User in respect of such point; and
- (b) in the case of a System Exit Point other than an Interruptible Supply Point, NTS Exit Capacity Charges in respect of an amount of NTS Exit Capacity (in respect of the relevant NTS Exit Point) equal to the User's Registered LDZ Capacity.

3.6.3 Where in relation to any Day (after the 7th Day) the effect of the occurrence of Force Majeure is a partial (rather than total) reduction in the availability of gas for offtake from the Total System, the relevant Capacity Charges will be that proportion of those described in paragraph 3.6.2 determined as:

$$(C - X) / C$$

where:

- C is the amount of the User's Registered LDZ Capacity (as at the Day when the occurrence of Force Majeure commenced) at the relevant System Exit Point; and
- X is the quantity of gas which was made available for offtake from the relevant System at the relevant System Exit Point on the Day.

3.7 Point of offtake

3.7.1 The point of offtake in respect of each Individual System Exit Point comprised in any System Exit Point shall be:

- (a) in the case of a Supply Point:

Modification 0428: Single Supply Meter Points

- (i) except as provided in paragraph (ii), the outlet of the customer control valve on the service pipe;
 - (ii) where there is in force a Network Exit Agreement which identifies (by description or a diagram or both) the point(s) of offtake, the point or points so identified; and
 - (b) in the case of a Connected System Exit Point or Inter-System Offtake, the point of offtake identified in accordance with paragraph 3.7.2.
- 3.7.2 The Network Exit Provisions in force in respect of a Connected System Exit Point or Inter-System Offtake will identify (by description or a diagram or both) a point of offtake in respect of each Individual System Exit Point comprised in the Connected System Exit Point or Inter-System Offtake.
- 3.7.3 Title and (without prejudice to paragraph 3.4) risk in gas offtaken from the relevant System at a System Exit Point (other than an Inter-System Offtake) shall pass to the Offtaking User at the relevant point of offtake in accordance with paragraph 3.7.1.
- 3.7.4 The Transporter warrants to each Shipper User that the Transporter will have title (at the point of offtake) to all gas:
- (a) made available for offtake from the Total System at any System Exit Point by that User; and
 - (b) taken out of the upstream System by that User at an Inter-System Offtake
- and that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before offtake thereof from the relevant System.
- 3.7.5 The Transporter shall indemnify each User and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against such User in consequence of any breach of the warranty in paragraph 3.7.4.

3.8 User offtake obligations: LDZ DM Supply Points ~~Components~~

- 3.8.1 A User is not entitled to offtake gas from the Total System at a DM Supply Point ~~Component~~ comprised in an LDZ Supply Point at a rate which exceeds the Supply Point Offtake Rate, and shall take all reasonable steps to ensure that gas is not offtaken at such a rate.
- 3.8.2 Where:
- (a) the Transporter believes on reasonable grounds that gas is being or will be offtaken from the Total System at a DM Supply Point ~~Component~~ comprised in an LDZ Supply Point at a rate which exceeds the Supply Point Offtake Rate; and
 - (b) in the Transporter's reasonable judgement the security of the relevant System may be prejudiced as a result

Modification 0428: Single Supply Meter Points

the Transporter may take any steps available to it to secure the required reduction in the rate of or the discontinuance of the offtake of gas from the relevant System at the Supply Point ~~Component~~.

- 3.8.3 The steps referred to in paragraph 3.8.2 include the disconnection of the relevant premises; but (without prejudice to any provision of the Gas Code) the Transporter will endeavour not to take this step where alternative steps are available and adequate in the circumstances.
- 3.8.4 The Transporter will not be obliged under any provision of the Code to make gas available for offtake from the Total System by a User at a DM Supply Point ~~Component~~ comprised in an LDZ Supply Point:
- (a) at any time, at a rate which exceeds the Permitted Supply Point Offtake Rate; or
 - (b) on any Day, in a quantity which exceeds the User's Registered Supply Point Capacity.
- 3.8.5 In relation to a DM Supply Point ~~Component~~ which comprises a Shared Supply Meter Point(s), a User shall not be in breach of paragraph 3.8.1, and paragraph 3.8.2 shall not apply, if the aggregate rate at which gas is offtaken from the Total System at all of the DM Supply Points ~~Components~~ which comprise such Shared Supply Meter Point does not exceed the aggregate of the Supply Point Offtake Rates in respect of such Supply Points ~~Components~~.

3.9 User offtake obligations: LDZ CSEPs

3.9.1 A CSEP User is not entitled to offtake gas from the Total System at a relevant LDZ Connected System Exit Point at a rate which exceeds the maximum rate permitted (for that CSEP User) in accordance with the CSEP Network Exit Agreement.

3.9.2 Where:

- (a) the Transporter believes on reasonable grounds that gas is being or will be offtaken from the Total System at a rate which exceeds the maximum aggregate rate permitted in accordance with the CSEP Network Exit Agreement; and
- (b) in the Transporter's reasonable judgement the security of the relevant System may be prejudiced as a result,

the Transporter may (subject to and/or in accordance with any provisions of the CSEP Network Exit Agreement) take any steps available to it to secure the required reduction in the rate of or discontinuance of offtake of gas from the LDZ Connected System Exit Point.

- 3.9.3 The Transporter will not be obliged under any provision of the Code to make gas available for offtake from the Total System at a relevant LDZ Connected System Exit Point:
- (a) by CSEP Users in aggregate, at any time, at a rate which exceeds the maximum aggregate rate permitted in accordance with the CSEP Network Exit

Modification 0428: Single Supply Meter Points

Agreement; and

- (b) by a CSEP User, on any Day, in a quantity which exceeds the User's Registered LDZ Capacity.

3.10 User offtake obligations: NTS Exit Points and Inter-System Offtakes

3.10.1 A:

- (a) Shipper User is not entitled to offtake gas from an NTS Supply Point or NTS Connected System Exit Point;
- (b) DNO User is not entitled to offtake gas from the upstream System at an Inter-System Offtake

at a rate which exceeds the maximum permitted rate in accordance with paragraph 3.10.2 or 3.10.3 (as applicable), and shall take all reasonable steps to ensure that gas is not offtaken at such a rate.

3.10.2 The maximum permitted rate in respect of:

- (a) an NTS/LDZ Offtake, is a rate calculated as:

$$(C_{\text{FLAT}} / 24) + (C(M)_{\text{FLEX}} / 4)$$

where:

C_{FLAT} is the DNO User's NTS Exit (Flat) Capacity;

$C(M)_{\text{FLEX}}$ is the magnitude of the DNO User's NTS Exit (Flexibility) Capacity;

- (b) an NTS Supply Point or a NTS Connected System Exit Point, is a rate calculated as:

$$(C_{\text{FLAT}} / 24)$$

where C_{FLAT} is the Shipper User's NTS Exit (Flat) Capacity.

3.10.3 The maximum permitted rate in respect of an LDZ/LDZ Offtake is the rate specified in or determined pursuant to the Network Exit Provisions.

3.10.4 Where:

- (a) the upstream Transporter believes on reasonable grounds that gas is being or will be offtaken from the upstream System at an Inter-System Offtake at a rate which exceeds the maximum permitted rate;
- (b) in the upstream Transporter's reasonable judgement the security of the upstream System may be prejudiced as a result;

the upstream Transporter may take any steps available to it in accordance with (and subject to) the provisions of the Offtake Arrangements Document to secure the required reduction in the rate of or the discontinuance of the offtake of gas from the upstream

Modification 0428: Single Supply Meter Points

System at the Inter-System Offtake.

- 3.10.5 In the case of an NTS Exit Point National Grid NTS will not be obliged under any provision of the Code to make gas available for offtake from the NTS by a User:
- (a) at any time, at a rate which exceeds the maximum permitted rate (in accordance with paragraph 3.10.2);
 - (b) on any Day, in a quantity which exceeds the User's Fully Adjusted Available NTS Exit (Flat) Capacity;
 - (c) in the period between 06:00 hours and 22:00 hours on any Day, in a quantity which exceeds $(NEFC + 16/24 * Q_D)$ (as those terms are defined in Section B3.13);
 - (d) at any time, at a rate which exceeds the Maximum NTS Exit Point Offtake Rate.
- 3.10.6 In the case of an LDZ/LDZ Offtake the upstream Transporter will not be obliged under any provision of the Code to make gas available for offtake from the upstream System:
- (a) at any time, at a rate which exceeds the maximum permitted rate (in accordance with paragraph 3.10.3);
 - (b) on any Day, in a quantity which exceeds the maximum permitted quantity in accordance with the Network Exit Provisions.

3.11 Alternative arrangements for CSEPs

- 3.11.1 This paragraph 3.11 shall apply, in addition to and (to the extent in conflict with) in substitution for the provisions of paragraphs 3.4 and 3.5, in the case of an LDZ Connected System Exit Point, where the Connected System Operator is the holder of a Gas Transporter's Licence and the Connected Offtake System is a pipeline system the conveyance of gas in which is either authorised by such licence or exempt (from the requirement to be so licensed) pursuant to an order (under Section 6A of the Act) granting temporary exemption from such requirement.
- 3.11.2 For the purposes of paragraph 3.4, where the condition in paragraph 3.11.4 is satisfied:
- (a) subject to the limit in paragraph 3.4.3, the costs and expenses referred to in paragraph 3.4.1 shall include costs and expenses incurred in cleaning or clearing plant and/or equipment at Connected System Premises in which the non-compliant gas has been used;
 - (b) the limit in paragraph 3.4.3 shall apply only in relation to the amount of the costs and expenses in paragraph 3.11.2(a);
 - (c) the amount payable by the Transporter to an Offtaking User in relation to the costs and expenses referred to in paragraph 3.4.1 (including subject to the limit in paragraph 3.4.3 those within paragraph (a)) shall be the User's Offtake Proportion of the CSEP Liability Sharing Proportion of such costs and expenses.

Modification 0428: Single Supply Meter Points

3.11.3 For the purposes of paragraph 3.5, where the condition in paragraph 3.11.4 is satisfied:

- (a) paragraph 3.5.5 shall not apply;
- (b) the Transporter shall pay to each CSEP User an amount calculated as the CSEP Liability Sharing Proportion of:
 - (i) the amount determined under paragraph 3.11.6, where that paragraph applies; and
 - (ii) the User's Offtake Proportion of any costs and expenses incurred by the Connected System Operator, directly as a consequence of the failure by the Transporter to make gas available for offtake at the Connected System Exit Point, so that the Connected Offtake System can be operated in accordance with applicable Legal Requirements.

3.11.4 The condition referred to in paragraphs 3.11.2 and 3.11.3 is that the Connected System Operator:

- (a) shall (to the maximum extent permitted by law) fully and effectively have waived any claim against the Transporter in respect of any liability (in contract, tort or otherwise) in respect of the making available for offtake from the Total System of non-compliant gas, or (as the case may be) the failure to make gas available for offtake, or (in either case) the event or circumstances giving rise thereto;
- (b) shall have taken all such steps as are reasonable in the circumstances and having regard to any such provisions of the CSEP Network Exit Agreement as are referred to in paragraph 4.3.3(d) to avoid or limit the consequences of the relevant occurrence in relation to which such costs and expenses referred to in paragraph 3.11.2 or 3.11.3 are incurred, and to limit such costs and expenses;
- (c) shall have agreed insofar as is reasonable in the circumstances that, if the Transporter so requires, all or some of the works necessitated by the relevant occurrence shall be undertaken by the Transporter at the Transporter's cost (offsetting the cost of such works against the amounts payable by the Transporter pursuant to paragraphs 3.11.2(c) and 3.11.3(b)(ii)) and on such other terms as shall be reasonable for the Transporter and the Connected System Operator to agree.

3.11.5 Paragraph 3.11.6 applies where:

- (a) in consequence of the failure (for whatever period of time) to make gas available for offtake from the Total System at the Connected System Exit Point, the Connected System Operator fails to make gas available for offtake from the Connected Offtake System at Connected System Premises; and
- (b) a commitment exists on the part of the Connected System Operator or a relevant supplier to make a payment, in consequence of such failure, to the consumer at the Connected System Premises.

3.11.6 Where this paragraph applies, the amount referred to in paragraph 3.11.3(b)(i) is the aggregate, for all of the Connected System Premises to which the CSEP User has (at the

Modification 0428: Single Supply Meter Points

relevant time) arranged for gas to be conveyed by the Connected System Operator and where the rate at which gas is expected to be supplied to the consumer at those Connected System Premises exceeds 73,200 kWh (2,500 therms) per annum, of the amount (in respect of each such premises) equal to the lesser of the amount which the Connected System Operator or relevant supplier (as described in paragraph 3.11.5(b)) committed to pay to the consumer, and the amount which (if the Connected System Premises were connected to the System at a Supply Point) the Transporter would be required to pay pursuant to paragraph 3.5.3.

3.11.7 For the purposes of this paragraph 3.11:

- (a) the "**CSEP Liability Sharing Proportion**" in relation to a Connected System Exit Point at any time shall be the proportion from time to time specified in or determined pursuant to the CSEP Network Exit Provisions, or determined (for the purposes of this paragraph 3.11) by the Transporter with Condition A11(18) Approval of the Authority (where the CSEP Network Exit Provisions do not so specify or provide for such determination);
- (b) "**Connected System Premises**" are premises connected to the Connected Offtake System.

3.11.8 For the purposes of Section V10, the rule in paragraph 3.11.3 is a Compensation Rule within Compensation Group J; and in relation thereto the "**payment month**" is the second month following the month in which the relevant failure commenced.

4 REQUIREMENTS UNDER NETWORK EXIT PROVISIONS

4.1 General

4.1.1 Requirements (further to those in the foregoing provisions of this Section J) in respect of the plant and equipment to be installed at and the offtake of gas from the relevant System at certain System Exit Points are set out:

- (a) in relation to NExA Supply Meter Points, Connected System Exit Points and Inter-System Offtakes generally, in this paragraph 4;
- (b) in relation to NExA Supply Meter Points specifically, in paragraph 5;
- (c) in relation to Connected System Exit Points specifically, in paragraph 6;
- (d) in relation to Inter-System Offtakes specifically, in paragraph 7.

4.1.2 The relevant requirements referred to in paragraph 4.1.1 apply:

- (a) in the case of a NExA Supply Meter Point, as and to the extent so required by the Transporter pursuant to the Network Exit Provisions (and, in the case of each of paragraphs 4.5 to 4.7 and 5.6 to 5.8, where the Network Exit Provisions contains provisions, whether or not expressly referring to such paragraph, by reference to which such paragraph is capable of applying);
- (b) in the case of a Connected System Exit Point, where the relevant Network Exit Provisions provide for that requirement to apply (or where the application of such requirement is not limited to 'relevant' Connected System Exit Points);

Modification 0428: Single Supply Meter Points

- (c) in the case of all NTS/LDZ Offtakes, and to the extent provided in the Network Exit Provisions in the case of a LDZ/LDZ Offtake.
- 4.1.3 For the purposes of any provision of paragraphs 4.5 to 4.7, a "relevant" System Exit Point is an Inter-System Offtake, a NExA Supply Meter Point or a Connected System Exit Point in respect of which such provision is (in accordance with paragraph 4.1.2) to apply.

4.2 Failure to comply

4.2.1 Where and for so long as:

- (a) any requirement applying pursuant to this paragraph 4 or paragraph 5, 6 or 7 (other than a requirement applying to the Transporter) of the Network Exit Provisions is not for the time being complied with or is incapable of being complied with in relation to a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake; and
- (b) in the Transporter's reasonable opinion such non-compliance or inability to comply may prejudice the security of the relevant System

the Transporter shall (until such time as it is reasonably satisfied that such non-compliance has been remedied) be entitled to require by notice to the Relevant User that the offtake of gas shall, subject to any contrary provisions in the Network Exit Provisions, be discontinued or its rate reduced, and may in any event take any steps available to it to secure such discontinuance or reduction, provided that where the Transporter takes such steps it will so notify the Relevant User as soon as reasonably practicable after so doing.

4.3 Network Exit Provisions

4.3.1 Network Exit Provisions in respect of a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake:

- (a) will specify the point of offtake in accordance with paragraph 3.7.1(a);
- (b) will specify the plant and equipment installed pursuant to paragraph 4.4;
- (c) may provide (whether by express reference to such provisions or otherwise) for the application of any of paragraphs 4.5 to 4.7;
- (d) may provide for a Special Offtake Arrangement in accordance with paragraph 2.3.1;
- (e) may specify requirements (without prejudice to paragraph 2.1.5) as to the pressure at which gas is to be made available for offtake from the relevant System, and/or stipulate that the point at which the Applicable Offtake Pressure is to apply is a point other than the point of offtake;
- (f) will specify (in the case of a Connected System Exit Point or NTS Exit Point) for the purposes of Section L4.3.2(a) the numbers of Days of permitted Planned Maintenance in any Planned Maintenance Period and any three consecutive Planned Maintenance Periods, or (in the case of an NTS/LDZ

Modification 0428: Single Supply Meter Points

Offtake) for the purposes of Section L4.3.2(b) the number of Days of permitted Flow Relevant Maintenance in any Gas Year;

- (g) may specify other matters relating to the offtake of gas for purposes of commissioning the Consumer's Plant, Connected Offtake System or (as the case may be) downstream System, or any plant or equipment referred to in paragraph (b); and
- (h) may specify procedures applicable in the event of any emergency circumstances affecting the Transporter or the consumer, Connected System Operator or (as the case may be) downstream DN Operator (including any Emergency in accordance with Section Q).

4.3.2 Network Exit Provisions may also provide for:

- (a) the Transporter and the consumer, Connected System Operator or (as the case may be) downstream DN Operator to have access to each other's facilities for the purposes of verification of compliance with the requirements of the Network Exit Provisions;
- (b) terms according to which and circumstances in which the Network Exit Provisions may be terminated or expire; and
- (c) any other terms or conditions which may be appropriate for the purposes of the Code in respect of the offtake of gas from the System or (in relation to such offtake) the Consumer's Plant, Connected Offtake System or (as the case may be) downstream System.

4.3.3 In addition to or in substitution of provisions pursuant to paragraph 4.3.1, Network Exit Provisions in relation to a Connected System Exit Point or Inter-System Offtake:

- (a) except in the case of an Unmetered LDZ Connected System Exit Point, will specify the procedures, methods and standards by which the volume and quantity of gas offtaken each Day, and in the case of an NTS Connected System Exit Point and an Inter-System Offtake the quantity offtaken between 06:00 hours and 22:00 hours each Day, from the relevant System at the System Exit Point is to be determined;
- (b) may specify the basis on which the pressure and composition of gas made available for offtake each Day at the System Exit Point is to be determined;
- (c) will specify the measurement equipment required to be installed (whether on the Connected Offtake System or downstream System, or on the relevant System) in connection with the requirements (where applicable) specified under paragraphs (a) and (b);
- (d) may require plant and equipment (in addition to or substitution of that contemplated in paragraph 4.4) to be installed, maintained and operated by the Connected System Operator, downstream DN Operator or the Transporter;
- (e) may contain provisions (including operating procedures, requirements as to notifications by the Connected System Operator or downstream DN Operator, and provisions as to the control or setting of any plant, equipment or

Modification 0428: Single Supply Meter Points

installation installed pursuant to paragraph (d)) pursuant to which the offtake of gas from the System at the System Exit Point may be discontinued or restricted, or changes (including reductions) in the rate of such offtake limited; and the Transporter will not be in breach of its obligation to make gas available for offtake at the System Exit Point by virtue of the operation (in accordance with its terms) of any such provision;

- (f) may specify requirements as to the rate or rates at which gas is permitted to be offtaken from the relevant System at the Connected System Exit Point.
- 4.3.4 In the case of a NExA Supply Meter Point (where the Supply Point Network Exit Agreement is made with the consumer) or a Connected System Exit Point, the Transporter shall not be required (for itself or for the benefit of any User) to secure in the Network Exit Agreement any remedy against the relevant consumer or Connected System Operator, nor to take any steps to enforce any provision of such a Network Exit Agreement.
- 4.3.5 The Transporter will not be required to make gas available for offtake at a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake where (other than by reason of a breach by the Transporter thereof) the applicable Network Exit Provisions have been suspended or terminated in accordance with its terms.
- 4.3.6 The Transporter will not agree to a modification of the Network Exit Provisions applicable to a System Exit Point except:
- (a) in relation to increases to any Permitted Ranges contained in the Network Exit Provisions:
 - (i) where, within five (5) Business Days of the Transporter notifying the proposed increases to the Permitted Ranges, none of the Registered Users or CSEP Users (as the case may be) at the System Exit Point object to the proposed increases to the Permitted Ranges; or
 - (ii) in accordance with paragraph 4.3.7;
 - (b) in relation to the Network Exit Provisions (other than increases to the Permitted Ranges):
 - (i) with the consent in writing of all Users who are the Registered Users or CSEP Users (as the case may be) at the date when such amendment is to take effect at the System Exit Point; or
 - (ii) in accordance with paragraph 4.3.7.

For the purposes of this paragraph 4.3.6, “**Permitted Ranges**” means the minimum and/or maximum ranges (as specified in the Network Exit Provisions) for each part of the metering, sampling, analysis and other equipment required by the Network Exit Provisions to be installed in respect of the relevant NExA Supply Meter Point.

- 4.3.7 Where the Transporter and the relevant consumer or Connected System Operator (as the case may be) have agreed (subject to a Code Modification) upon an amendment to any such Network Exit Provisions, such Network Exit Provisions may be amended for the purposes of the Code by way of Code Modification pursuant to the Modification Rules.

Modification 0428: Single Supply Meter Points

4.4 Plant and equipment

- 4.4.1 The plant and equipment installed at a NExA Supply Meter Point or Connected System Exit Point may include:
- (a) volumetric control or override, by means of which the instantaneous rate (in terms of volume) at which gas may be offtaken may be limited (and such limit set remotely by the Transporter);
 - (b) remote isolation valve, by means of which the Transporter may remotely cause the offtake of gas to be discontinued;
 - (c) calorimetric equipment, by means of which the calorific value of gas offtaken may be continuously monitored; and
 - (d) preheating equipment, by means of which the temperature of gas offtaken may be maintained (having regard to the operation of any other plant or equipment installed pursuant to this paragraph 4.4.1 or paragraph 4.4.2) at a given temperature (not less than 0°C).
- 4.4.2 The plant and equipment installed or to be installed pursuant to paragraph 4.4.1 will be specified in the relevant Network Exit Provisions (and may where so provided in such Network Exit Provisions be or have been furnished and installed by the Transporter).
- 4.4.3 Where volumetric control or override is installed pursuant to paragraph 4.4.1(a), the Transporter may, but (subject to any provision of the Network Exit Provisions) shall not be required to, set such control or override, or require it to be set, so as to limit the rate (in volume terms) at which gas is offtaken to a rate equivalent (on the basis of the applicable calorific value) to the Prevailing Offtake Rate, or otherwise as may be provided in the Network Exit Provisions.
- 4.4.4 Where a remote isolation valve is installed pursuant to paragraph 4.4.1(b), the Transporter may, but (subject to any provision of the Network Exit Provisions) shall not be required to, operate such valve in any circumstances in which, in accordance with the Code or the Act, the Transporter is permitted to interrupt or cause the discontinuance or reduction of offtake, or disconnect the Supply Point Premises or (as the case may be) Connected Offtake System.
- 4.4.5 The Transporter will not be in breach of its obligation to make gas available for offtake at the NExA Supply Meter Point or (as the case may be) Connected System Exit Point:
- (a) where and to the extent that:
 - (i) any plant or equipment installed pursuant to paragraph 4.4.1 operates (in accordance with any provisions of the Network Exit Provisions as to such operation or the control or setting of such plant or equipment) so as to limit or discontinue the offtake of gas from the Total System; or
 - (ii) the Transporter takes any action in accordance with any provisions of this paragraph 4 or of Network Exit Provisions which limits or discontinues the offtake of gas from the Total System; and

Modification 0428: Single Supply Meter Points

- (b) in the event of any failure of or defect in any plant or equipment installed by the Transporter at the System Exit Point, or requirement for maintenance thereof, until and unless:
 - (i) the User, the Connected System Operator or the consumer has notified the Transporter of such failure, defect or requirement; and
 - (ii) following such notice the Transporter has not, within 24 hours after such notification or such other period as may be provided in the Network Exit Provisions, and subject to having such access as shall be reasonable in the circumstances, repaired or replaced the relevant plant or equipment or carried out the required maintenance (but so that nothing in the Code or the Network Exit Provisions shall require the Registered User to pay for any such repair, replacement or maintenance).

4.5 Offtake Profile Notice

4.5.1 In relation to a relevant System Exit Point or NTS/LDZ Offtake:

- (a) a notification ("**Offtake Profile Notice**") shall be provided to the Transporter, not later than the time on the Preceding Day specified in the Network Exit Provisions, setting out rates of offtake throughout the Gas Flow Day, and
- (b) a notification ("**End of Day Demand Forecast Notice**") shall:
 - (i) not later than 13:00 hours on the Preceding Day, be provided by the DNO User in respect of the NTS/LDZ Offtakes into each LDZ, and submitted to National Grid NTS setting out the aggregate Forecast LDZ Demand for that LDZ; and
 - (ii) not later than 12:00 hours on the Preceding Day, be secured by the Shipper User in respect of any other relevant System Exit Point, and submitted to the Transporter setting out the estimated total amount of gas to be offtaken at that System Exit Point during the Gas Flow Day.

4.5.2 The rates of offtake set out in an Offtake Profile Notice (or revised such notice) shall not exceed the Permitted Offtake Rate.

4.5.3 For the purposes of this paragraph 4, "**rate of offtake**" means the instantaneous rate (expressed in MW) of offtake of gas from a System at a relevant System Exit Point (and references to the rate of offtake include a rate of zero where gas is not offtaken, and references to a change in rate of offtake shall be construed accordingly).

4.5.4 In relation to a relevant System Exit Point, the Network Exit Provisions will prescribe a period of notice to be given (by way of modified Offtake Profile Notice) to the Transporter of any change ("**Offtake Rate Change**"), by reference to the prevailing Offtake Profile Notice, in the rate of offtake of gas, which period of notice may depend:

- (a) on whether the Offtake Rate Change is an increase or a decrease in rate of offtake;
- (b) on the amount of the Offtake Rate Change, expressed as an absolute amount or

Modification 0428: Single Supply Meter Points

a percentage of a rate determined from the Permitted Offtake Rate or otherwise; and

- (c) on whether any earlier change in the rate of offtake has been notified or occurred within any specified period before the Offtake Rate Change.
- 4.5.5 The Offtake Profile Notice may be modified, as to the rate of offtake from and after any time, by notice before that time of the period referred to in paragraph 4.5.4 but (without prejudice to paragraph 5.6 or 5.8 where either applies) not otherwise.
- 4.5.6 Where, upon a request to that effect, the Transporter determines that it is feasible, consistently (so far as the Transporter can judge in the circumstances) with the expectation in paragraph 4.5.7 to make gas available for offtake:
- (a) at the relevant System Exit Point at a changed rate of offtake (specified in such request) upon a lesser period of notice than that referred to in paragraph 4.5.4, the Offtake Profile Notice may be modified in accordance with such request;
 - (b) at an NTS/LDZ Offtake an Offtake Profile Notice may be submitted or modified in accordance with such request.
- 4.5.7 The expectation referred to in paragraph 4.5.6 is that:
- (a) for the purposes of paragraph 4.5.6(a), the change in rate of offtake on such lesser period of notice
 - (b) for the purposes of paragraph 4.5.6(b), the offtake of gas at the rates of offtake in the requested Offtake Profile Notice
- should not, of itself and at the time, give rise to an Operational Balancing Requirement (but it is recognised that such change in rates of offtake may contribute to any such requirement at any later time).
- 4.5.8 In this paragraph 4.5 “**Permitted Offtake Rate**” means:
- (a) in relation to an LDZ Supply Meter Point, the Supply Point Offtake Rate;
 - (b) in relation to an LDZ Connected System Exit Point, the maximum permitted rate of offtake in accordance with the Network Exit Provisions;
 - (c) in relation to a NTS Supply Point and NTS Connected System Exit Point, the maximum permitted rate of offtake in accordance with paragraph 3.10.2(b);
 - (d) in relation to an Inter-System Offtake, the maximum permitted rate of offtake in accordance with paragraph 3.10.2(a) or 3.10.3.
- 4.5.9 Without prejudice to this paragraph 4, a User shall at times ensure that as much notice as is reasonably practicable is given to the Transporter of any change in the rate of offtake.
- 4.5.10 No communication to the Transporter pursuant to this paragraph 4.5 shall be (or shall be treated as in substitution for) a Nomination or Renomination under Section C.

4.6 Prevailing Offtake Rate

Modification 0428: Single Supply Meter Points

- 4.6.1 At any time on the Gas Flow Day the "**Prevailing Offtake Rate**" is the rate of offtake set out in respect of such time in the Offtake Profile Notice (as from time to time modified pursuant to paragraph 4.5.5).
- 4.6.2 Subject (in the case of a NExA Supply Meter Point) to paragraph 5.6 and 5.8, gas may not be offtaken from a System:
- (a) at a relevant System Exit Point; and
 - (b) at certain NTS/LDZ Offtakes (as specified in the Network Exit Provisions) in aggregate;
 - (c) at any time on any Day at a rate of offtake (or aggregate rate of offtake) which exceeds or is less than the Prevailing Offtake Rate (or aggregate of the Prevailing Offtake Rates) by more than the relevant tolerance specified (for the purposes of this requirement) in the Network Exit Provisions.
- 4.6.3 Subject (in the case of a NExA Supply Meter Point) to paragraph 5.8, the Transporter will not be required to make gas available for offtake from the System:
- (a) at a relevant System Exit Point; and
 - (b) at certain NTS/LDZ Offtakes (as specified in the Network Exit Provisions) in aggregate

at any time on any Day at a rate of offtake (or aggregate rate of offtake) which exceeds the Prevailing Offtake Rate (or aggregate of the Prevailing Offtake Rates).

4.7 Ramp Rates

- 4.7.1 Network Exit Provisions may prescribe maximum rates of change (expressed in MW/minute or other units of rate of change) of the rate of offtake.
- 4.7.2 In relation to a relevant System Exit Point, subject (in the case of a NExA Supply Meter Point) to paragraph 5.8, at any time on the Gas Flow Day at which there is a change (pursuant to the Offtake Profile Notice) in the Prevailing Offtake Rate, the rate of change of the rate of offtake shall not exceed the rate of change prescribed (in accordance with paragraph 4.7.1) in the Network Exit Provisions.
- 4.7.3 Subject (in the case of a NExA Supply Meter Point) to paragraph 5.8, the Transporter will not be required to make gas available for offtake from the System at a relevant System Exit Point at an increasing rate the rate of change of which exceeds the rate of increase prescribed (in accordance with paragraph 4.7.1) in the Network Exit Provisions.

5 NEXA SUPPLY METER POINTS – SPECIAL PROVISIONS

5.1 General

- 5.1.1 Subject to paragraph 5.6, nothing in paragraph 4 or this paragraph 5 affects the application of any provision of the Code to any ~~other~~ Supply Meter Point that is not

Modification 0428: Single Supply Meter Points

~~comprised in the same Supply Point~~ as a NExA Supply Meter Point.

5.2 Network Exit Provisions – general provisions

- 5.2.1 Where Supply Point Network Exit Provisions made with the consumer are in force and there is a Registered User in respect of the NExA Supply Meter Point, the Transporter will not agree to any modification of the Network Exit Provisions except in accordance with Section J4.3.6.
- 5.2.2 Where a User submits a Supply Point Nomination in respect of a Supply Point which ~~comprises~~~~includes~~ a NExA Supply Meter Point, the Transporter will inform the User of the existence (but not of the terms) of the Network Exit Provisions, and the User shall be responsible for ascertaining the terms thereof from the relevant consumer; and where the User subsequently submits a Supply Point Confirmation the User shall be deemed to be fully informed of such terms.
- 5.2.3 Except as provided in paragraph 5.2.2 the Transporter will not, unless the terms of the Network Exit Provisions expressly so permit, disclose the provisions of Supply Point Network Exit Provisions to any User (including a User who has submitted a Supply Point Nomination or Supply Point Confirmation) other than the Registered User.

5.3 Application

- 5.3.1 The Registered User, or (where relevant) the Sharing Registered Users jointly, shall be responsible for securing that the requirements of paragraphs 4.5, 4.6, 4.7 and 5.7 are complied with in respect of a NExA Supply Meter Point.
- 5.3.2 The requirements of paragraphs 4.5, 4.6, 4.7, 5.7 and 5.8 apply as to the offtake of gas from the Total System at a NExA Supply Meter Point in aggregate by all Sharing Registered Users (where applicable).

5.4 Further Network Exit Provisions

- 5.4.1 Network Exit Provisions in respect of a NExA Supply Meter Point:
- (a) may contain provisions applicable for the purposes of paragraph 5.5;
 - (b) may specify details and/or standards for the design, specification and manufacture and/or the accuracy of the Supply Meter, and/or contain provisions (which may differ from those of Section M) as to any of the matters provided for in Section M;
 - (c) where the Consumer's Plant is generating plant, will specify the basis for determining the date at which commissioning of the Consumer's Plant shall be treated as completed (by reference to the successful completion of that part of the commissioning programme which tests the ability of the Consumer's Plant to run reliably for a continuous period of 30 days).

5.5 Requirement for User Agent

- 5.5.1 The Transporter may agree, pursuant to Network Exit Provisions, that no person shall be a Registered User in respect of a NExA Supply Meter Point unless such person has agreed (together with any other Sharing Registered User):

Modification 0428: Single Supply Meter Points

- (a) to appoint the consumer or any other person as User Agent for such purposes as may be specified in the Network Exit Provisions, and/or to cooperate in such manner as may be prescribed in the Network Exit Provisions with the consumer and (where there are Sharing Registered Users) with each other Sharing Registered User to secure coordinated communications with the Transporter in respect of the offtake of gas from the Total System; and
 - (b) to enter into or accede to any agreement in writing with the relevant consumer and any other Sharing Registered User for the purposes of paragraph 4.3.3(a) (to which agreement the Transporter may or may not be party).
- 5.5.2 The Transporter shall be entitled to reject a Supply Point Confirmation made by a User who has not complied with any such requirement as is referred to in paragraph 5.5.1.

5.6 Preheating offtake

- 5.6.1 Where in accordance with the Network Exit Agreement preheating equipment is installed (whether or not pursuant to paragraph 4.4.1(d)) at a NExA Supply Meter Point:
- (a) the point at which gas is offtaken from the Total System for consumption by such preheating equipment shall be a Supply Meter Point (in respect of which the Network Exit Agreement shall specify the point of offtake for the purposes of paragraph 3.7.1);
 - (b) Daily Read Equipment will be installed at such Supply Meter Point (which shall accordingly be a DM Supply Meter Point);
 - (c) such Supply Meter Point shall be treated for all purposes of the Code as comprised in a separate Supply Point to the ~~same~~ Supply Point ~~comprising~~ gas the NExA Supply Meter Point; and
 - (d) the gas offtaken from the Total System at such Supply Meter Point shall for all purposes of the Code be treated as offtaken by the Registered User or Sharing Registered Users.
- 5.6.2 Where the NExA Supply Meter Point is a Shared Supply Meter Point, the Supply Meter Point referred to in paragraph 5.6.1 shall be deemed to be a Shared Supply Meter Point and subject to the same Shared Supply Meter Notification.

5.7 Intertripping and forced outages

- 5.7.1 Supply Point Network Exit Provisions may prescribe particular circumstances in which, by reason of a sudden interruption in the operation of the Consumer's Plant, the rate of offtake may be reduced suddenly.
- 5.7.2 Where this paragraph 5.7 applies, in such circumstances and subject to such requirements as may be so prescribed in the Network Exit Provisions:
- (a) the requirements (as to notice and rate of reduction of rate of offtake) of paragraphs 4.5.4 and 4.7 shall not apply; and
 - (b) the requirements (as to notice of increase of rate of offtake) of paragraph 4.5.5 shall not apply in respect of a subsequent increase in the rate of offtake not

Modification 0428: Single Supply Meter Points

exceeding such amount, and within such period (after the occurrence of the sudden interruption referred to in paragraph 5.7.1), as may be prescribed in the Network Exit Provisions.

5.8 Frequency Response

5.8.1 Where the Consumer's Plant is gas fired generating plant subject to Central Despatch by the National Grid Company plc, Scottish and Southern Energy plc or Scottish Power plc acting as operators of the electricity transmission in Great Britain ("**the Grid Operators**"), it may be required, at the request of the Grid Operators, to respond automatically and rapidly to changes in the electrical frequency of such system by rapidly increasing or subsequently decreasing the rate of offtake, by up to 25% of the Supply Point Offtake Rate ("**Frequency Response**"). "**Central Despatch**" is the process of scheduling and issuing direct instructions by the Grid Operators in accordance with their grid codes.

5.8.2 Where this paragraph 5.8 applies:

- (a) there shall be Network Exit Provisions in force at the NExA Supply Meter Point;
- (b) the Registered User of the NExA Supply Meter Point shall notify the Transporter by Conventional Notice that it requires the Frequency Response service subject to the conditions set out in paragraphs (c) to (i) below;
- (c) the Registered User shall pay such amount (if any) as is identified in the Transportation Statement for Frequency Response;
- (d) where the Registered User has so elected, the requirements of paragraphs 4.6.2, 4.7 and 5.6 shall be disapplied during any period (not exceeding one hour) when the Consumer's Plant is responding to a specific request by a Grid Operator to provide Frequency Response ("**Frequency Response Period**");
- (e) except as set out in this paragraph 5.8 the requirements set out in the Network Exit Agreement shall apply;
- (f) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the pressure of gas made available for offtake at the NExA Supply Meter Point shall be suspended;
- (g) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the ramp rates, in accordance with paragraph 4.7, shall be amended such that the rate of increase or decrease in the rate of offtake shall not exceed 25% of the maximum offtake rate in a period of 10 seconds during any Frequency Response Period;
- (h) in respect of any Frequency Response Period any provision contained in the Network Exit Agreement as to the period of notice to be given to the Transporter in accordance with paragraph 4.5.4 shall be amended such that:
 - (i) the Registered User(s) shall notify the Transporter within 30 minutes of a Frequency Response Period having commenced at the NExA Supply Meter Point; and

Modification 0428: Single Supply Meter Points

- (ii) the Offtake Profile Notice submitted on the Day following any Day on which a Frequency Response Period was actually provided shall state the time and duration of any period(s) of Frequency Response; and
 - (i) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the temperature of gas, where preheating equipment has been installed in accordance with paragraph 5.6, shall be suspended.
- 5.8.3 The Transporter may, on written notice, or verbal notice subsequently confirmed in writing, to the Registered User withdraw the right of the Registered User, to take Frequency Response at the Consumer's Plant where the Transporter considers that there has been, or is likely to be, a serious detrimental effect on the safe and effective operation of the Total System by reason of the provision of Frequency Response at the Consumer's Plant.
- 5.8.4 The Transporter may temporarily suspend, by giving 10 Working Days' notice in writing (or immediately on verbal notice in the case of an Emergency, subsequently confirmed in writing) to the Registered User(s), provision of Frequency Response where maintenance activities on the relevant System may impact the Transporter's ability to provide Frequency Response at the Customer's Plant.
- 5.8.5 In providing Frequency Response, or following any material change in the Supply Point Offtake Rate at the Specified Exit Point, the Transporter shall require that a flow test be performed at the Specified Exit Point. Following any material change in the operating conditions of the Total System, the Transporter may require that a flow test be performed at the Specified Exit Point. Any charges for provision of the flow test (if any) shall be set out in the Transportation Statement. If the results of the flow test are unsatisfactory, the Transporter may decline to provide or withdraw Frequency Response at the Specified Exit Point with effect from a specified date.

5.9 Metering and Measurement

- 5.9.1 Where (in accordance with paragraph 5.4.1(b)) the Network Exit Agreement contains provisions alternative to those contained in Section M, such provisions shall apply as between the Transporter and the Registered User (and any inconsistent provisions of Section M shall not apply).

6 CONNECTED SYSTEM EXIT POINTS – SPECIAL PROVISIONS

6.1 Network Exit Provisions

- 6.1.1 The Transporter will make available to any User on request a copy of the CSEP Network Exit Provisions applicable to a Connected System Exit Point where the Connected System Operator either is a Gas Transporter or has consented to the Transporter's doing so, but not otherwise.
- 6.1.2 A User who becomes a CSEP User (in accordance with paragraph 6.3) in respect of a Connected System Exit Point shall be responsible for obtaining and shall be deemed to have obtained and to be fully informed of the applicable CSEP Network Exit Provisions.
- 6.1.3 Each CSEP User acknowledges and shall be bound by the terms of the CSEP Network

Modification 0428: Single Supply Meter Points

Exit Provisions as they apply pursuant to the Code, including those relating to the determination of System Capacity held by the User, nomination of quantities for offtake by the User and measurement or determination of quantities of gas offtaken by the User.

- 6.1.4 CSEP Network Exit Provisions may contain provisions in addition to those contemplated by the Code; and in such a case references in this paragraph 6.1 to the Network Exit Provisions are to those of the provisions which are contemplated by the Code.

6.2 Eligible Connected System Exit Point

- 6.2.1 For the purposes of any provision of the Code:

- (a) a "**relevant**" Connected System Exit Point is a Connected System Exit Point to which, pursuant to the applicable Network Exit Provisions, that provision is to apply;
- (b) an "**eligible**" Connected System Exit Point is a Connected System Exit Point:
 - (i) at which immediately prior to the coming into effect of the Code Modification pursuant to which this paragraph has effect, a CSEP User may, pursuant to the applicable Network Exit Agreement (as it applied at such date), have offered to buy or sell gas to the Transporter by offtaking, by increasing the offtake or by decreasing the offtake of gas from the Total System; and
 - (ii) which, pursuant to the applicable Network Exit Agreement, is to be such a Connected System Exit Point.

6.3 CSEP User

- 6.3.1 No User may apply for or hold System Capacity at or offtake gas at a Connected System Exit Point unless the User has given notice (but subject to paragraphs 6.3.4 and 6.6.1) to the Transporter of its intention to do so.
- 6.3.2 Where a User has given notice under paragraph 6.3.1 the notice shall not be withdrawn other than in accordance with the relevant CSEP Network Exit Provisions.
- 6.3.3 In respect of any Connected System Exit Point a "**CSEP User**" is a User who has given and has not withdrawn notice under paragraph 6.3.1 in respect of that Connected System Exit Point.
- 6.3.4 A User shall not be entitled to give notice pursuant to paragraph 6.3.1 until and unless the User has complied with such conditions as may be specified in the relevant CSEP Network Exit Provisions and (where required pursuant to paragraph 6.6.1) has acceded to the CSEP Ancillary Agreement.

6.4 Amendment of Network Exit Provisions

- 6.4.1 The Transporter will not agree with the Connected System Operator to amend any provision of CSEP Network Exit Provisions which governs or otherwise is directly relevant to the arrangements between the Transporter and Users pursuant to the Code except in accordance with Section J4.3.6.

Modification 0428: Single Supply Meter Points

- 6.4.2 Paragraph 6.4.1 shall not apply in respect of any amendment of CSEP Network Exit Provisions made in order to comply with any Legal Requirement.
- 6.4.3 Where the Connected System Operator is a Gas transporter a CSEP Network Exit Agreement may provide:
- (a) for the Transporter or the Connected System Operator to propose a modification to its own code where a modification (affecting the Connected System Exit Point) is proposed to the other's code (for the purposes of which the Transporter's own code is the Code and the Connected System Operator's own code is its relevant network code); and
 - (b) (so far as consistent with each Gas Transporter's Licence) for the coordination of such modifications.
- 6.5 Further Network Exit Provisions and Provisions Relating to Unmetered CSEPs**
- 6.5.1 CSEP Network Exit Provisions:
- (a) may contain any provision contemplated by any other Section of the Code;
 - (b) may provide for any Code Communication to be made at a different time from that applicable under the usual provisions of the Code;
 - (c) may provide for the Connected System Operator to implement any reduction in the rate of or discontinuance of offtake of gas from the Connected Offtake System (including disconnection of any premises therefrom) where the Transporter or the Connected System Operator believes on reasonable grounds that gas is being or will be offtaken from the System by a CSEP User or CSEP Users in aggregate at a rate which exceeds the maximum rate or maximum aggregate rate (as the case may be) permitted in accordance with the CSEP Network Exit Agreement and in the Transporter's judgement the security of the Total System may be prejudiced as a result;
 - (d) may provide for the Connected System Operator to implement any disconnection of premises from the Connected Offtake System in connection with any Termination Notice given by the Transporter under Section V4.3;
 - (e) may provide for the CSEP User to be relieved from liability to pay LDZ CSEP Overrun Charges pursuant to arrangements for commissioning referred to in paragraph 4.3.1(g); and
 - (f) will for an NTS CSEP specify the method by which NTS Exit Capacity shall be allocated and registered to the CSEP User or shall reference the CSEP Ancillary Agreement which specifies the method by which NTS Exit Capacity shall be booked by the CSEP User.
- 6.5.2 A CSEP Network Exit Agreement may provide for the Connected System Operator or any other person (including the Transporter) to be appointed as User Agent by each User intending to hold System Capacity or offtake gas at the Connected System Exit Point for such purposes as are specified in the Network Exit Agreement, and may provide for each such User to be party to a specified Agreement for the purposes of such appointment (which Agreement may contain terms upon which such person is so

Modification 0428: Single Supply Meter Points

appointed including terms as to remuneration of such person); and where the CSEP Network Exit Agreement so provides a User shall not be entitled to give notice pursuant to paragraph 6.3.1 until and unless the User has appointed such person as agent for such purposes and (if so required) has entered into or acceded to such agreement.

6.5.3 The CSEP Network Exit Agreement in respect of an Unmetered Connected System Exit Point:

- (a) will provide for the basis on which the quantities offtaken by CSEP Users individually and in aggregate are to be determined;
- (b) will provide for adjustment in respect of quantities assumed or determined to have been offtaken in respect of gas which is lost from or unaccounted for in the Connected Offtake System; and
- (c) may provide for circumstances in which the Connected System Exit Point must cease to be Unmetered.

6.5.4 Where:

- (a) a Connected Offtake System is a pipeline system;
- (b) the Connected System Operator is another gas transporter; and
- (c) the relevant CSEP is Unmetered;

the provisions of paragraphs 6.5.5 to 6.5.7 shall apply.

6.5.5 The Transporter will:

- (a) in respect of each Gas Year, keep the Connected System Operator informed in a timely manner of the development of the End User Categories applicable to the Connected Offtake System;
- (b) subject to the Transporter receiving Annual Data from the Connected System Operator by no later than the 10th (tenth) Business Day prior to 1st October in each year, validate the same and where validation is passed, update its records with such Annual Data by the 2nd Business Day following receipt so as to ensure that such updates take effect and are used for the purposes of the Code with effect from 1st October in that year;
- (c) validate AQ Weekly Updates within 2 Business Days of receipt and where validation is passed, update its records and thereafter use such updated records for the purposes of the Code; and
- (d) within 2 Business Days after receipt of Volume Data, acknowledge such receipt to the Connected System Operator.

6.5.6 Any proposal by the Transporter to amend the frequency or timing of the AQ Weekly Updates required from the Connected System Operator, shall be deemed to be a proposal to amend the Transporter's Network Code and shall be subject to the Modification Rules.

6.5.7 For the purposes of paragraphs 6.5.5 and 6.5.6 only:

Modification 0428: Single Supply Meter Points

"Annual Data" means the details which are required to be provided to the Transporter annually by the Connected System Operator pursuant to the provisions of the CSEP Network Exit Agreement and which have resulted from the annual review by the Connected System Operator of the AQs applicable to Supply ~~Meter~~ Points on the Connected Offtake System.

"AQ Weekly Updates" means the updated information required to be provided to the Transporter on a weekly basis by the Connected System Operator pursuant to the provisions of the CSEP Network Exit Agreement relating to End User Categories, numbers of Supply ~~Meter~~ Points registered to users of the Connected Offtake System and AQs.

"validate" means to check whether electronic communications comply with the requirements of the CSEP Network Exit Agreement;

"Volume Data" means a volume expressed in Cubic Metres derived by the Connected System Operator from Valid Meter Readings in respect of Larger NDM Supply Points pursuant to the provisions of the CSEP Network Exit Agreement.

For the purposes of the definitions of Annual Data, AQ Weekly Updates and Volume Data only, **"Supply Meter Points"** and **"Supply Points"** shall have the same meanings as in the Code but shall be construed (mutatis mutandis) in relation to the Connected Offtake System. **"AQs"** **"Valid Meter Readings"** and **"Larger NDM"** shall have the same meanings as in the Code but shall be construed (mutatis mutandis) in relation to Supply Meter Points and Supply Points located on the Connected Offtake System.

6.6 CSEP Ancillary Agreement

- 6.6.1 The Transporter may require, as a condition of a User's giving notice pursuant to paragraph 6.3.1, that the User enter into or accede to an Ancillary Agreement ("**CSEP Ancillary Agreement**") in a form designated by the Transporter with Condition A11(18) Approval of the Authority setting out terms (in addition to or by way of variation of the terms of the Code) in relation to the use of the relevant System for the purposes of offtake of gas at a Connected System Exit Point.
- 6.6.2 A CSEP Ancillary Agreement shall be deemed to be a part of the Code for the purposes of enabling such Agreement to be modified pursuant to the Modification Rules.
- 6.6.3 A CSEP Ancillary Agreement may contain any provision which may be included in a CSEP Network Exit Agreement, in which case any requirement that the CSEP Network Exit Agreement contain such a provision shall not apply.
- 6.6.4 The Transporter will make available to any User on request a copy of any CSEP Ancillary Agreement.

6.7 NTS Exit Capacity at relevant NTS Connected System Exit Points

- 6.7.1 In accordance with paragraph 3.9, the aggregate of the maximum permitted rates (for each CSEP User) of offtake at a relevant NTS Connected System Exit Point shall not exceed the maximum instantaneous rate at which it is feasible for National Grid NTS to make gas available for offtake at the relevant NTS Connected System Exit Point; and the aggregate amount of NTS Exit Capacity which Users may be holding at a relevant NTS Connected System Exit Point shall not exceed the maximum aggregate amount of

Modification 0428: Single Supply Meter Points

gas which it is feasible for National Grid NTS to make available for offtake at the Connected System Exit Point in a period of 24 hours.

- 6.7.2 The CSEP Network Exit Agreement or a CSEP Ancillary Agreement may include a requirement to the effect that a User applying for NTS Exit Capacity at a relevant NTS Connected System Exit Point shall demonstrate (as a condition of such application) to the reasonable satisfaction of National Grid NTS that it, or a person purchasing gas from it, is entitled to have gas which has been offtaken by such User from the Total System at the relevant NTS Connected System Exit Point (in the maximum amounts and at the maximum rates commensurate with the NTS Exit Capacity applied for and for a period commensurate with the proposed capacity period) conveyed in the Connected Offtake System.

7 NTS EXIT POINTS AND INTER-SYSTEM OFFTAKES – SPECIAL PROVISIONS

7.1 General

The obligations of the upstream Transporter and downstream Transporter under this Section J in relation to the offtake and availability of gas for offtake at an Inter-System Offtake are subject to the provisions of the Offtake Arrangements Document.

7.2 Offtake Profile Notice

- 7.2.1 In addition to the requirements in paragraph 4.5, an Offtake Profile Notice submitted in relation to an NTS/LDZ Offtake must satisfy the requirement in paragraph 7.2.2.

- 7.2.2 The requirement is that the offtake of gas (at the NTS/LDZ Offtake) from the NTS at the rates of offtake specified in the Offtake Profile Notice would not result in an NTS Exit (Flexibility) Overrun.

7.3 Short-term increase in NTS Exit (Flexibility) Capacity

- 7.3.1 In relation to an NTS/LDZ Offtake, for the purposes of 4.5.5:

- (a) a request referred to in paragraph 4.5.6(b) is a request for an increase in the amount of NTS Exit (Flexibility) Capacity held by the DN Operator at the NTS/LDZ Offtake for the Day;
- (b) such a request may be made by submitting a proposed Offtake Profile Notice which (in the absence of such an increase in NTS Exit (Flexibility) Capacity) would not comply with the requirement in paragraph 7.2.2;
- (c) National Grid NTS may accept such request by accepting such proposed Offtake Profile Notice, in which case the DN Operator's NTS Exit (Flexibility) Capacity for the purposes only of the application of Section B3.13.4, for the Day shall be increased by the lowest amount which results in the requirement in paragraph 7.2.2 being satisfied in relation to the Offtake Profile Notice.

- 7.3.2 Where (at any time) more than one User has made a request pursuant to paragraph 4.5.6(a) or (b), National Grid NTS shall consider such requests on the basis of such allocation principles as National Grid NTS shall from time to time establish and publish for the purposes of this paragraph 7.3.2.

Modification 0428: Single Supply Meter Points

7.4 Liability of Users

7.4.1 If and to the extent that, on any Day, in relation to an NTS Exit Point:

- (a) there is a Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun;
- (b) as a result of the offtake of gas giving rise to such Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun, National Grid NTS itself fails to make gas available for offtake (in accordance with its obligations under the Code) at any other NTS Exit Point; and
- (c) National Grid NTS acts and has acted as a Reasonable and Prudent Operator with a view to avoiding or limiting the effect of such offtake (by the relevant User, giving rise to the Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun) on its ability so to make gas available for offtake;

then the relevant User(s) at the NTS Exit Point at which a Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun has occurred shall be liable to National Grid NTS for all amounts (if any) incurred by National Grid NTS as a result of any Exit Constraint Management Actions taken by National Grid NTS at any other NTS Exit Point where National Grid NTS has failed to make gas available for offtake as a consequence of such Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun.

7.4.2 Amounts for which a User is liable pursuant to paragraph 7.4.1 shall be invoiced and are payable in accordance with Section S.

7.4.3 Where there is more than one User at the NTS Exit Point at which such Chargeable NTS Exit (Flat) Overrun or an NTS Exit (Flexibility) Overrun has occurred, each User's proportion of the aggregate liability in accordance with paragraph 7.4.1 shall be equal to the User's individual flat overrun as a proportion of the aggregate flat overrun at such NTS Exit Point.

8 NTS CSEP ANCILLARY AGREEMENTS

8.1 Purpose

8.1.1 With effect from 1 October 2012 ("**relevant date**") the provisions of paragraph 8.2 shall apply in respect of each CSEP Ancillary Agreement relating to an NTS Connected System Exit Point in existence immediately prior to such date ("**relevant agreement**").

8.2 Effect

8.2.1 With effect from the relevant date the provisions of each relevant agreement shall be deemed to be modified in the following manner:

- (a) any provision relating to Interruption shall cease to have effect;
- (b) any provision relating to the determination of the amount of NTS Exit Capacity

Modification 0428: Single Supply Meter Points

held by a CSEP User in respect of the period following the relevant date shall cease to have effect; and

- (c) the amount of NTS Exit Capacity held by a CSEP User at a Connected System Exit Point shall be determined in accordance with Section B3

(and for the purposes of the Code any equivalent provision in a Network Exit Agreement in place at the NTS Connected System Exit Point shall be disregarded).

- 8.2.2 Paragraph 8.2.1 shall not affect the rights and obligations of National Grid NTS and the CSEP User in respect of the period prior to the relevant date under the Code, the Framework Agreement and the CSEP Ancillary Agreement accrued up to the relevant date which shall continue to be enforceable notwithstanding the other provisions of this paragraph 8.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION L – MAINTENANCE AND OPERATIONAL PLANNING

1 GENERAL

1.1 Introduction

1.1.1 Users are required to provide information to National Grid NTS in accordance with this Section L for the purposes of enabling National Grid NTS:

- (a) to plan (on a weekly basis) the operation of the NTS;
- (b) to comply with its obligations pursuant to applicable Legal Requirements in relation to the maintenance of the NTS;
- (c) to estimate calorific values; and
- (d) to prepare Maintenance Programmes in accordance with paragraph 3.

1.1.2 National Grid NTS will establish and update each year a Maintenance Programme in accordance with this Section L.

1.1.3 In undertaking maintenance activities the Transporter will be relieved of its obligations in respect of the offtake of gas subject to and in accordance with paragraph 4.3.

1.1.4 References in the Code to maintenance (of a System or any part of it) include:

- (a) maintenance, inspection, repair, replacement, reinstatement and recommissioning of a System or such part of it;
- (b) works for the expansion, reinforcement or extension of a System, including works in relation to existing parts of a System (including taking any part of a System out of service, whether on a provisional or permanent basis) to enable such works to be carried out; and
- (c) any inspection, testing and commissioning of works within paragraphs (a) and (b), and works preparatory thereto, and any works required for bringing any new or existing part of a System into or back into service.

1.2 NTS Maintenance Programme

1.2.1 For the purposes of this Section L a "**Maintenance Programme**" is a programme (or an updated programme) of planned maintenance of the NTS, as amended pursuant to paragraph 4.1.2, containing in relation to the relevant Planning Period the information specified in paragraph 3.2 and such other information as National Grid NTS shall decide to include.

1.2.2 A "**Planning Period**" is a period of 24 months commencing 1 April or 1 October in any year.

1.2.3 The "**April Maintenance Programme**" and the "**October Maintenance Programme**"

Modification 0428: Single Supply Meter Points

respectively are the Maintenance Programmes for the Planning Periods commencing 1 April and 1 October in any year (the October Maintenance Programme being the April Programme updated in respect of updated information and extended for a further 6 months).

1.3 NTS Planned Maintenance Period

- 1.3.1 A "**Planned Maintenance Period**" is the months of April to October inclusive in any year.
- 1.3.2 A Maintenance Programme will not provide for maintenance of the NTS other than during a Planned Maintenance Period.

1.4 NTS Maintenance Relevant Parties, etc

For the purposes of this Section L a "**Maintenance Relevant Facility**" is a Connected Delivery Facility or Connected Offtake System or the Consumer's Plant at an NTS Supply Point, and a "**Maintenance Relevant Party**" is any User, a relevant Transporter, a Delivery Facility Operator, Connected Offtake System Operator or (in relation to an NTS Supply Point) the consumer.

1.5 NTS Planning timing

- 1.5.1 The timetable for preparation during each Gas Year of Maintenance Programmes will normally be as follows:
- (a) in relation to the April Maintenance Programme:
 - (i) by 30 November, Users will provide estimates in accordance with paragraph 2.1;
 - (ii) by 1 February, National Grid NTS will publish a draft of the Maintenance Programme in accordance with paragraph 3.3.1(a);
 - (iii) by 1 March, National Grid NTS will hold the Annual Maintenance Meeting(s) in accordance with paragraph 3.3.1(b);
 - (iv) by 1 April National Grid NTS will publish the Maintenance Programme in accordance with paragraph 3.1; and
 - (b) in relation to the October Maintenance Programme:
 - (i) by 30 June, Users will provide updated estimates in accordance with paragraph 2.1;
 - (ii) by 1 September, National Grid NTS will publish a draft of the Maintenance Programme in accordance with paragraph 3.3.7;
 - (iii) until 15 September, Users may submit comments on the draft Maintenance Programme in accordance with paragraph 3.3.2(a);
 - (iv) by 1 October (of the following Gas Year) National Grid NTS will publish the Maintenance Programme in accordance with paragraph 3.1.

Modification 0428: Single Supply Meter Points

- 1.5.2 By 1 February in each Gas Year, National Grid NTS shall provide notice in writing to each Maintenance Relevant Party in relation to NTS System Exit Points affected by any planned maintenance of either indicative dates of such planned maintenance or the period during which National Grid NTS expects the planned maintenance of the NTS to be conducted, such period shall normally be 2 weeks in duration but may extend to 4 weeks in some cases (the “**Maintenance Window**”).
- 1.5.3 By 1 April in each Gas Year, subject to paragraph 4.1.3, the information provided in paragraph 1.5.2 shall be regarded as final and National Grid NTS shall provide any updates to such information where appropriate before this date.
- 1.5.4 No later than 42 days prior to any planned maintenance of the NTS, where a Maintenance Window has been provided pursuant to paragraphs 1.5.2 and 1.5.3 above; National Grid NTS shall provide specific dates for the performance of such planned maintenance to the affected Maintenance Relevant Parties.

1.6 DNO Users

In this Section L references to Users exclude DNO Users.¹

2 USER INFORMATION REQUIREMENTS

2.1 Planning information

- 2.1.1 In each year each User shall provide, not later than the respective dates determined under paragraph 1.5, for the purposes of the April Maintenance Programme an estimate, and for the purposes of the October Maintenance Programme an updated estimate, in respect of each week in the relevant Planning Period, of the following:
- (a) the quantities of gas expected to be offtaken from the System on a Day (in each such week) at LDZ Supply Points in aggregate by LDZ, and at each NTS Supply Point, each Storage Connection Point and each other Connected System Exit Point;
 - (b) the quantities of gas expected to be delivered to the System on a Day (in each such week) at each System Entry Point (including Storage Connection Points), and the extent to which the User expects to be able to vary such expected deliveries by delivering quantities at other System Entry Points;
 - (c) the average calorific value and Wobbe Index value of gas to be delivered at each System Entry Point; and
 - (d) such further information (if any) as National Grid NTS may reasonably require for the purposes of this Section L.
- 2.1.2 The quantities referred to in paragraphs 2.1.1(a) and (b) are the average quantities expected (in accordance with paragraph 2.1.4) to be offtaken or delivered on a Business Day in the relevant week.
- 2.1.3 The information required under paragraph 2.1.1 is to be provided in such format as National Grid NTS, after consultation with the Uniform Network Code Committee or

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.7.

Modification 0428: Single Supply Meter Points

any relevant Sub-committee, shall from time to time notify to Users.

- 2.1.4 The estimates under paragraphs 2.1.1(a) and (b) are to be provided separately on the assumption of seasonal normal conditions and on the assumption of 1-in-20 peak day demand.
- 2.1.5 Estimates concerning quantities to be offtaken at Supply Points are to be provided in relation to those Supply Points of which the User is the Registered User (and at Connected System Exit Points, in relation to the premises in respect of which the User is the relevant shipper) at the date one month before the date by which (in accordance with paragraph 1.5 or 2.3) the information is to be provided.
- 2.1.6 Each User shall provide to each relevant Transporter the information in paragraph 2.1.1(a), (b) and (c) at the same time as it provides the information to National Grid NTS.

2.2 Maintenance Relevant Facilities

- 2.2.1 Users may provide to National Grid NTS and the relevant Transporter, at the same time as providing their estimates under paragraph 2.1.1, details of the times and periods for which maintenance of Maintenance Relevant Facilities is planned during the relevant Planning Period.
- 2.2.2 Users are not obliged to provide information under paragraph 2.2.1, but Users acknowledge that (except where the relevant Maintenance Relevant Party may have provided such information) the extent to which:

- (a) National Grid NTS is able, in planning the maintenance of the NTS in accordance with paragraph 3.4.1;
- (b) the relevant Transporter is able in carrying out Programmed Maintenance to take account of information concerning maintenance of Maintenance Relevant Facilities, may depend on whether they do so.

2.3 NTS Operational planning

Not later than the 1st Day of each month Users are required to provide to National Grid NTS updated estimates (in accordance with paragraph 2.1.5) of the information required under paragraph 2.1 for the 12 month period commencing on the 1st Day of the following month.

3 NTS MAINTENANCE PROGRAMMING

3.1 General

- (a) National Grid NTS will each year, not later than the respective dates determined under paragraph 1.5, prepare and publish a Maintenance Programme for the Planning Period commencing 1 April and an updated Maintenance Programme for the Planning Period commencing 1 October.
- (b) National Grid NTS will not less than one week prior to the first invitation date referred to in Section B2.3 for the sale of at least six months of NTS Entry

Modification 0428: Single Supply Meter Points

Capacity commencing on 1 October in any Gas Year, prepare and publish an indicative Maintenance Programme ("**the indicative programme**") for the Planning Period of 12 months commencing with the 1 October date referred to in the above mentioned invitation ("**indicative period**").

- (c) Such indicative programme shall be based on the Maintenance Programme issued for the period commencing with 1 April immediately preceding the 1 October referred to in (a) above, but should take into account relevant maintenance matters that National Grid NTS has become aware of prior to the preparation of the indicative programme in respect of the indicative period.

3.2 Content of programme

3.2.1 A Maintenance Programme will identify:

- (a) the NTS System Entry Points and NTS System Exit Points at which the ability of National Grid NTS to accept delivery of gas or to make gas available for offtake will be affected by planned maintenance of the NTS;
- (b) the periods (within the relevant Planned Maintenance Period) for which such System Points will be so affected; and
- (c) where National Grid NTS expects that it will continue within such period (or part thereof) to be able to accept delivery of gas or make gas available for offtake at any such System Point, but (by reason of such maintenance) on a restricted basis, an indicative estimate (on the basis of seasonal normal conditions and assumptions as to supply and demand under National Grid NTS's Ten Year Statement) of the maximum rate at which National Grid NTS expects to be able to accept delivery of gas or make gas available for offtake at such point.

3.2.2 Without prejudice to paragraph 3.4.1, the information specified in paragraph 3.2.1 will be identified for NTS Supply Points, NTS Connected System Exit Points and NTS System Entry Points individually and will only be provided to the relevant Maintenance Relevant Party at each NTS Connected System Exit Point and NTS Supply Point.

3.2.3 The Maintenance Programme will contain:

- (a) firm maintenance periods and details for the first 7 months (in the case of an April Maintenance Programme) or 6 months (in the case of an October Maintenance Programme) of the Planning Period, which will be subject to change only in accordance with paragraph 4.1.2; and
- (b) provisional maintenance periods and details for the second 5 or (as the case may be) 6 months of the Planning Period and outline maintenance periods and details for the last 12 months of that period, which will be subject to change in the next Maintenance Programme.

3.2.4 A Maintenance Programme may contain information in relation to the operational planning of the NTS, or maintenance which will not affect National Grid NTS's ability to accept delivery of gas or make gas available for offtake, but such information will not be binding on National Grid NTS or any User for the purposes of the Code.

Modification 0428: Single Supply Meter Points

3.2.5 Neither National Grid NTS nor any other person will be required, by virtue of anything contained in a Maintenance Programme, to carry out any particular maintenance works or (but without prejudice to paragraph 1.3.2) to do so at any particular time.

3.3 NTS Maintenance consultation

3.3.1 Before publishing an April Maintenance Programme National Grid NTS will (in accordance with paragraph 1.5):

- (a) publish a draft Maintenance Programme; and
- (b) convene, on not less than 21 Days' notice to persons invited in accordance with paragraph 3.3.5, a meeting ("**Annual Maintenance Meeting**"), or if National Grid NTS so decides more than one such meeting, for review of the timing of planned maintenance of the NTS under such draft Maintenance Programme.

3.3.2 Users may, up to but not later than 7 Days before the date of the Annual Maintenance Meeting (or first such meeting):

- (a) submit to National Grid NTS details of the dates and periods of maintenance planned in respect of any Maintenance Relevant Facility and/or comments in relation to the timing of any planned maintenance under the draft Maintenance Programme; and
- (b) request National Grid NTS to invite any Maintenance Relevant Party to an Annual Maintenance Meeting.

3.3.3 Before holding the Annual Maintenance Meeting(s) National Grid NTS will discuss with each User, to such extent as it deems appropriate, the details and comments submitted to it by that User under paragraph 3.3.2(a).

3.3.4 Without prejudice to paragraph 3.4.2, National Grid NTS will be at liberty to discuss any aspect of the draft Maintenance Programme with any Maintenance Relevant Party and to take into consideration any comments made or details (of maintenance of any Maintenance Relevant Facility) provided by such party.

3.3.5 National Grid NTS will invite to an Annual Maintenance Meeting each User, any Maintenance Relevant Party requested under paragraph 3.3.2(b) and such other Maintenance Relevant Parties and other persons as National Grid NTS may determine; provided that no such meeting shall have power to take decisions binding on National Grid NTS or any other party, and no User or other party whom National Grid NTS may accidentally have omitted to invite to any such meeting shall have any grounds for claim or complaint against National Grid NTS.

3.3.6 An Annual Maintenance Meeting will be chaired by National Grid NTS and will be conducted on an informal basis with a view (subject always as provided in this paragraph 3) to National Grid NTS ascertaining the views of Users and other Maintenance Relevant Parties as to the timing of planned maintenance of the NTS, and to facilitating (insofar as maintenance requirements for the NTS so permit) the resolution of any conflicts between such views.

3.3.7 In respect of the October Maintenance Programme, National Grid NTS will publish a draft Maintenance Programme upon which Users may provide comment (in accordance

Modification 0428: Single Supply Meter Points

with paragraph 3.3.2(a)); but no meeting need be held for discussion of such programme.

3.4 Confidentiality

- 3.4.1 Subject to National Grid NTS's duties under National Grid NTS's Transporter's Licence and the Act, a Maintenance Programme will not identify Users or Maintenance Relevant Parties by name (but the identity of Maintenance Relevant Facilities may be apparent from the details contained therein pursuant to paragraph 3.2.2).
- 3.4.2 Unless a User notifies National Grid NTS that, by reason of its commercial sensitivity, any information provided to National Grid NTS by that User pursuant to this Section L should not be so included or disclosed, National Grid NTS will be at liberty to include such information in a Maintenance Programme and to disclose such information to any other User and any Maintenance Relevant Party or at an Annual Maintenance Meeting.
- 3.4.3 It is acknowledged that National Grid NTS's ability to take account of information provided to it, in planning the maintenance of the NTS in accordance with this Section L, may be limited where the person who provided such information notified National Grid NTS that such information should not be included or disclosed.

3.5 NTS Maintenance planning

- 3.5.1 Subject to paragraphs 3.4.3 and 3.5.2, insofar as information concerning the maintenance of Maintenance Relevant Facilities has been provided to it pursuant to this Section L, National Grid NTS will plan the maintenance of the NTS and prepare Maintenance Programmes in good faith with a view, so far as is practicable having regard to the nature and urgency of the requirements for such maintenance and any Legal Requirement applying to National Grid NTS, and consistent with National Grid NTS's normal working practices, to coordinating the timing of such maintenance with the timing of maintenance of Maintenance Relevant Facilities and thereby minimising disruption to the operation of Maintenance Relevant Facilities.
- 3.5.2 Notwithstanding paragraph 3.5.1, decisions as to Maintenance Programmes shall be taken by National Grid NTS in its sole discretion, after consultation in accordance with paragraph 3.3.
- 3.5.3 To the extent any information (whether to be provided by a User or another person) which is required to be provided to National Grid NTS under this Section L, or otherwise is requisite or desirable for the preparation of a Maintenance Programme, is not provided to it, National Grid NTS will use its own best estimates of the information required.
- 3.5.4 Where any information provided to National Grid NTS by a Maintenance Relevant Party conflicts with information provided by a User, National Grid NTS will (so far as is reasonable in the circumstances, and subject to any duties of confidence) inform the relevant parties of the conflict, and if such conflict is not resolved will make such assumptions concerning the matter in question as it shall reasonably deem appropriate.

4 SYSTEM MAINTENANCE

4.1 Maintenance of the NTS under the Maintenance Programme

Modification 0428: Single Supply Meter Points

- 4.1.1 The provisions of this paragraph 4.1 apply to maintenance only insofar as it may affect the offtake of gas from the NTS at an NTS System Exit Point; and nothing in this Section L requires National Grid NTS to adhere to any Maintenance Programme in carrying out maintenance insofar as such maintenance affects the delivery of gas to the NTS at System Entry Points.
- 4.1.2 In carrying out maintenance of the NTS, National Grid NTS will adhere so far as is reasonably practicable to the dates and periods provided for (in respect of the first 6 months of the relevant Planning Period) in the applicable Maintenance Programme, but without prejudice to paragraph 4.1.3.
- 4.1.3 National Grid NTS may (subject to paragraph 1.3.2) revise the Maintenance Programme by providing for additional maintenance and/or by varying the dates or periods of any maintenance already provided for, upon notifying relevant Users and the relevant Transporter not less than 30 Days (or such lesser period as relevant Users may agree) before:
- (a) the date on which (following such revision) such maintenance is to commence; or
 - (b) where the effect of the revision is to defer maintenance, the date of commencement thereof as shown in the Maintenance Programme before such revision.
- 4.1.4 National Grid NTS will notify relevant Users, by way of reminder, of the carrying out of maintenance provided for in the Maintenance Programme (as revised under paragraph 4.1.2) not less than 7 Days before the commencement of such maintenance, provided that no accidental omission so to notify a User shall prejudice the provisions of paragraph 4.3 and National Grid NTS's entitlements thereunder.
- 4.1.5 For the purposes of this paragraph 4.1, a relevant User is a User who at the relevant time holds NTS Exit Capacity at an NTS Exit Point at which the offtake of gas shall be affected by maintenance provided for by a Maintenance Programme or any proposed revision thereto; provided that National Grid NTS may elect to give any notification under this paragraph 4.1 to all Users generally.

4.2 Programmed maintenance

- 4.2.1 For the purposes of the Code, maintenance of any part of a relevant System carried out by the Transporter on any Day (the "**maintenance day**") is "**Programmed Maintenance**" as respects any User in relation to a relevant System Point (other than an NTS Entry Point) where:
- (a) in the case of an NTS Exit Point:
 - (i) subject to paragraph (ii), the maintenance day was a Day (in a Planned Maintenance Period) on which such maintenance was planned under the Maintenance Programme (including any revision of the Maintenance Programme notified to such User in accordance with paragraph 4.1.2);
 - (ii) in the case of an NTS/LDZ Offtake, the maintenance day was a Flow Relevant Maintenance Day pursuant to OAD Section G2.5;

Modification 0428: Single Supply Meter Points

- (b) in the case of an LDZ System Exit Point (subject to paragraph 4.2.5), the Transporter gave the notification required under paragraph 4.2.2 to the User:
 - (i) in the case of a Connected System Exit Point, in accordance with the applicable requirements, if any, of the Network Exit Provisions, or in the absence of any such requirements, not less than 30 Days before the maintenance day;
 - (ii) in the case of a Supply Point whose Annual Quantity exceeds 732,000 kWh (25,000 therms), not less than 30 Days before the maintenance day;
 - (iii) in the case of a Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 therms) but does not exceed 732,000 kWh (25,000 therms), not less than 7 Days before the maintenance day; and
- (c) in the case of a Supply Point whose Annual Quantity does not exceed 73,200 kWh (2,500 therms) where the Transporter gives to the consumer not less than 7 Days' notice (or with the consumer's consent less notice) of the carrying out of such maintenance (but so that the Transporter shall not be required to give any notice thereof to the Registered User).

4.2.2 For the purposes of paragraph 4.2.1(b):

- (a) the notification required is a notification that the availability of gas for offtake, at the relevant System Point will be affected by the carrying out of such maintenance;
- (b) the notification is required to be given to a User only where, at the time the notification is (in accordance with that paragraph) required to be given, the User is a CSEP User in relation to the Connected System Exit Point, Registered User in respect of the Supply Point, in question.

4.2.3 Notification under paragraph 4.2.1 may identify LDZ Supply Points which do not include DM Supply Point-Components in groups, by geographic area, rather than individually.

4.2.4 Programmed Maintenance of any part of the System other than the NTS is not limited to Planned Maintenance Periods.

4.2.5 Where a User has, after the time at which a notification under paragraph 4.2.1(b) was required to be given, but not less than 3 Business Days before the maintenance day or first maintenance day, become a CSEP User in relation to the Connected System Exit Point, Registered User in respect of the Supply Point, the Transporter will use reasonable endeavours to notify such User of the carrying out of the relevant maintenance.

4.3 Maintenance entitlements of the Transporter

4.3.1 To the extent that on any Day it is not feasible for the Transporter to make available gas for offtake from the Total System by a User at a System Exit Point, or its ability to do so is restricted, by reason of its or any other Transporter carrying out any Programmed Maintenance:

Modification 0428: Single Supply Meter Points

- (a) such System Point is a "**Maintenance Affected Point**"; and
 - (b) subject to paragraph 4.3.2, the Transporter will be relieved of its obligations under Section J3.2 to make gas available for offtake from the System, at such System Point.
- 4.3.2 Subject to paragraph 4.3.3 and GT Section B3, the Transporter will not be relieved by virtue of paragraph 4.3.1(b) of its obligations therein referred to in respect of a Maintenance Affected Point:
- (a) in the case of a Connected System Exit Point or NTS Supply Point, on more than the number of Days in any Planned Maintenance Period or on more than the number of Days in any three consecutive Planned Maintenance Periods in each case specified (pursuant to Section J4.3.1) in the applicable Network Exit Provisions;
 - (b) in the case of a NTS/LDZ Offtake, on more than the number of Days in any Gas Year specified in or determined in accordance with OAD Section G2.5.4;
 - (c) in the case of an LDZ Supply Point whose Annual Quantity exceeds 732,000 kWh (*25,000 therms*), on more than 8 Days in any Gas Year or on more than 20 Days in any three consecutive Gas Years;
 - (d) in the case of an LDZ Supply Point whose Annual Quantity exceeds 73,200 kWh (*2,500 therms*) but does not exceed 732,000 kWh (*25,000 therms*), on more than 5 Days in any Gas Year or on more than 10 Days in any 5 consecutive Gas Years; and
 - (e) in the case of an LDZ Supply Point whose Annual Quantity does not exceed 73,200 kWh (*2,500 therms*), for a period exceeding 24 hours (or any longer period requested by the consumer) on any one occasion.
- 4.3.3 Where for reasons of Force Majeure, including in the case of maintenance of an LDZ Supply Point any failure of the consumer after being so requested to provide any required access to Supply Point Premises, the Transporter is unable to commence or to complete any Programmed Maintenance in respect of any System Exit Point:
- (a) the relevant number of Days or period specified in or pursuant to paragraph 4.3.2 shall be increased by such period for which the completion of the Programmed Maintenance was delayed by reasons of Force Majeure (but in the case of maintenance of the NTS, not beyond the end of the relevant Planned Maintenance Period); and
 - (b) if the Transporter has commenced such Programmed Maintenance, for so long as the Transporter is unable to carry out or to continue to carry out the Programmed Maintenance, such point shall nevertheless continue to be a Maintenance Affected Point.
- 4.3.4 For the avoidance of doubt (but without prejudice to Section J3.5 where applicable or to any other provision of the Code pursuant to which the User may be released from such liability) a User will remain liable to pay Capacity Charges in respect of its Registered System Capacity at any System Point notwithstanding that the Transporter is unable to make gas available for offtake at such point by reason of the carrying out of

Modification 0428: Single Supply Meter Points

maintenance of the System.

- 4.3.5 If requested by the Transporter the Registered User will cooperate with the Transporter with a view to ensuring that the offtake of gas is discontinued at any Supply Point which is (and for so long as it continues to be) a Maintenance Affected Point (other than one referred to in paragraph 4.2.1(c)).

4.4 On-line inspection

- 4.4.1 A Network Entry Agreement or Network Exit Provisions may provide for the rates of delivery or offtake at a particular System Entry Point or NTS Exit Point to be controlled so as to ensure fixed rates of gas flow in any part of the Total System for a period where required for certain pipeline inspection activities.

- 4.4.2 Where the Transporter notifies a User that on any Day such a provision as is referred to in paragraph 4.4.1 is to be implemented in respect of any System Point and provides to the User such details as may be necessary to enable the User to do so, the User shall make Nominations for that Day in respect of that System Point consistent with the requirements of that provision.

- 4.4.3 A User shall not be in breach of Section I3.10, J3.7 or J3.8 by reason of complying with paragraph 4.4.2 on any Day; and to the extent that (by reason of such compliance) the quantity of gas delivered to or offtaken from the Total System on the relevant Day at the relevant System Point exceeds the System Capacity held by the User at or in respect of such point, such excess will not be an overrun quantity for the purposes of Section B2.6 or B3.6.

- 4.4.4 Inspection of the kind referred to in paragraph 4.4.1 will count as maintenance for the purposes of this Section L (and the relevant Day as a Day of Programmed Maintenance for the purposes of paragraph 4.3.2) if and only if the control of flow rates pursuant to that paragraph results in any inability or restriction on the ability of the Transporter to accept into the Total System gas tendered for delivery or make available gas for offtake from the Total System (or which would have been so tendered but for Renominations made by Users to comply with paragraph 4.4.2).

- 4.4.5 By 19 October in each Gas Year, National Grid NTS shall notify those Maintenance Relevant Parties affected by online inspections at NTS System Exit Points of the following:

- (a) details of the NTS System Exit Point and the NTS pipeline affected;
- (b) the year of the last online inspection affecting such NTS pipeline; and
- (c) an estimate of the year by which such NTS pipeline will require a further online inspection. Such estimate date may be revised by National Grid NTS from time to time prior to the actual online inspection.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION M – SUPPLY POINT METERING

1 GENERAL

1.1 Introduction

This Section M contains provisions for the metering of the offtake of gas from the Total System at Supply Meter Points and the determination pursuant to such metering of the quantities so offtaken.

1.2 Supply Meter Installation

1.2.1 Paragraph 2 sets out requirements in respect of the installation of meters and other equipment at Supply Meter Points.

1.2.2 For the purposes of the Code, in relation to a Supply Meter Point:

(a) the "**Supply Meter Installation**" is the meter and associated equipment and installations installed or to be installed at a consumer's premises, including associated pipework, regulator filters, valves, seals, and mountings;

(b) the "**Supply Meter**" is the meter comprised in the Supply Meter Installation.

1.2.3 A Supply Meter Installation includes (where installed pursuant to this Section M) any meter by-pass (under paragraph 2.4) and/or any convertor (where installed pursuant to the Gas (Calculation of Thermal Energy) Regulations 1996).

1.2.4 Subject to paragraph 1.7, references in this Section M to the Registered User in the context of a Supply Meter Installation or a Supply Meter are to the Registered User of the Supply Meter Point at which it is installed.

1.3 Daily Read and Non-Daily Read Supply Meters

1.3.1 Subject as provided in Sections G1.5.5 and G1.5.6, a Supply Meter is a "**Daily Read**" Supply Meter where Daily Read Equipment is connected to the Supply Meter Installation and has become operational in accordance with paragraph 4.1.6.¹

1.3.2 The circumstances in which a Supply Meter is required to be, or otherwise may be, Daily Read are set out in Section G1.5.

1.3.3 A Supply Meter which is not a Daily Read Supply Meter is a "**Non-Daily Read**" Supply Meter.

1.4 Meter Reading

1.4.1 The requirements of the Code for obtaining Meter Readings:

(a) from Non-Daily Read Supply Meters are set out in paragraph 3;

¹ Implementation of modification 0345 effective 06:00hrs on 01/10/2013, will amend paragraph 1.3.1.

Modification 0428: Single Supply Meter Points

(b) from Daily Read Supply Meters are set out in paragraph 4.

1.4.2 For the purposes of this Section M, in relation to a User a "**Relevant**" Supply Meter is the Supply Meter at a Supply Meter Point comprised in a Supply Point of which the User is the Registered User.

1.4.3 For the purposes of the Code, in relation to a Supply Meter:

(a) a "**Meter Reading**" is:

(i) the reading of the index of the Supply Meter; and

(ii) where a convertor is installed as described in paragraph 1.2.3, the converted and the unconverted readings of the convertor

except that where Daily Read Equipment and such a convertor are installed, a Meter Reading need not include both the reading under paragraph (i) and the unconverted reading under paragraph (ii) or where Remote Meter Reading Equipment and such a convertor are installed, a Meter Reading need not include the unconverted reading of the convertor under paragraph (ii).

(b) a "**Meter Read**" is the obtaining (by appropriate means, including, in the case of a Calculated Gas Card Reading, by calculation) of a Meter Reading and in the case of a Non-Daily Read Supply Meter the further details required;

(c) an "**On-site Meter Read**" is a Meter Read undertaken by a person visiting the Supply Point Premises (as opposed to an automated meter read);

(d) a "**Customer Read**" is a Meter Reading in respect of a Supply Meter obtained by inspection of the Supply Meter by the owner or occupier of the Supply Point Premises (and not by inspection by a Meter Reader or automated meter read);

(e) except in the case of a Meter Reading obtained by Daily Read Equipment, a Meter Reading obtained at any time on a given Day shall be treated as obtained at the start of that Day;

(f) "**Gas Card Reading**" is a Meter Reading provided by the User in respect of a Supply Meter obtained by means of a Gas Card;

(g) "**Gas Card**" is an electronic card used by a consumer to purchase gas by way of pre payment facility and containing the Meter Reading that such card collects from time to time;

(h) "**Calculated Gas Card Reading**" is a Meter Reading which has been derived by the use of not less than two Gas Card Readings which have been provided in compliance with the estimation methodology contained in the Network Code Validation Rules;

(i) "**Remote Read**" is a Meter Reading provided by the User in respect of a Supply Meter obtained by means of a Remote Meter Reading Equipment;

(j) "**Remote Meter Reading Equipment**" is equipment which enables Meter Readings to be obtained remotely at set intervals and which comprises a device for capturing from the Supply Meter, and/or (where installed) a convertor, data which constitutes or permits a derivation of a Meter Reading and suitable

Modification 0428: Single Supply Meter Points

equipment as shall be required for transmitting such data.

- (k) **“Proposing User Read”** in respect of a Smaller Supply Meter Point for a Proposed Supply Point is a Meter Reading provided by a Proposing User for a period prior to the Supply Point Registration Date for such Proposed Supply Point.
- (l) **“Proposing User’s Estimate”** is an estimated Meter Reading agreed between the Proposing User and the Withdrawing User to be used as an Opening Meter Reading provided in accordance with paragraph 3.8.2.

1.4.4 In relation to a Meter Read:

- (a) the **“Metered Volume”** is the volume (converted for temperature and pressure in accordance with the Gas (Calculation of Thermal Energy) Regulations 1996) of gas determined as having been offtaken at the Supply Meter Point during:
 - (i) in the case of a Non-Daily Read Supply Meter, the Meter Reading Period (as defined in paragraph 3.1.7(e)(ii)); or
 - (ii) in the case of a Daily Read Supply Meter or a Supply Meter at a DM Supply ~~Meter~~ Point the relevant Day or other period in accordance with paragraph 4;
- (b) the **“Metered Quantity”** is the quantity determined by multiplying the Metered Volume by the applicable calorific value.

1.4.5 A **“Meter Reader”** is a person appointed to undertake Meter Reads in respect of a Supply Meter.

1.5 Validation

1.5.1 Meter Readings are required (for the purposes of the Code) to be subjected to validation.

1.5.2 For the purposes of this Section M **“validation”** means the testing, by tolerance checking in accordance with and for the purposes described in the Uniform Network Code Validation Rules (as applicable in respect of the relevant Supply Meter and Meter Reading), of the validity of the Meter Reading.

1.5.3 The **“Uniform Network Code Validation Rules”** are the rules and procedures contained in the document issued by the Transporters at the UNC Implementation Date and so entitled and governed and amended in accordance with Section V12 unless the Authority shall upon application by any User made within one month after such notice, give Condition A11(18) Disapproval to the Transporters making any amendment in accordance with the provisions of Section V12.

1.6 IGE Recommendations

In this Section M **“IGE Meter Recommendation”** means any recommendation or standard from time to time issued or updated by the Institute of Gas Engineers in respect of the nature, type, design, specification or manufacture of any Supply Meter Installation or part thereof (which do not form a part of the Code).

Modification 0428: Single Supply Meter Points

1.7 Shared Supply Meter Points

- 1.7.1 All of the Sharing Registered Users shall be responsible jointly for the performance of the obligations and responsibilities of a User under this Section M in respect of a Shared Supply Meter Point.
- 1.7.2 The amount payable under paragraph 4.1.5 in respect of Daily Read Equipment installed at a Shared Supply Meter Point will be payable in equal parts by the Sharing Registered Users.

1.8 Ownership of meter reading data

- 1.8.1 Section V5.8 applies in respect of the ownership of data relating to Meter Readings.
- 1.8.2 Each User shall secure that its arrangements with any Meter Reader are consistent with Section V5.8.

1.9 Meter error

- 1.9.1 Where a meter examiner finds (in accordance with paragraph 4(3) of the Gas Code) or the Transporter or a User believes that a Supply Meter is or has been registering erroneously, without prejudice to Section E1.9.2 the relevant adjustment shall be made:
 - (a) in the case of a Non-Daily Read Supply Meter, as an adjustment in respect of the Metered Quantity for the purposes of NDM Reconciliation pursuant to Section E6 (and accordingly since the date of the preceding Valid Meter Read);
 - (b) in the case of a Daily Read Supply Meter, by way of DM Reconciliation on the basis that the adjusted Meter Reading is treated as an Annual Check Read (irrespective of the period since the preceding Annual Check Read) in accordance with paragraph 4.7.
- 1.9.2 The relevant adjustment is an adjustment in respect of the amount by which it is determined that the Supply Meter has over- or under-registered the volume of gas offtaken from the Total System at the Supply Point comprising the relevant Supply Meter Point, which amount shall be:
 - (a) in the case under paragraph 4(3) of the Gas Code, ascertained on the basis described in that paragraph;
 - (b) except as in paragraph (a):
 - (i) the amount agreed by the Transporter and the User; or
 - (ii) if either the Transporter or the User shall so require, determined by Expert Determination.
- 1.9.3 Paragraphs 1.9.1(a) and 1.9.1(b) are without prejudice to the period for which it may be agreed or determined that the Supply Meter has been registering erroneously.
- 1.9.4 The Transporter may issue guidance for assisting with the agreement of adjustment amounts under paragraph 1.9.2(b)(i), but any such guidance shall not be binding on any User or the Transporter.

Modification 0428: Single Supply Meter Points

1.10 Business Day

In this Section M Business Day shall have the same meaning as in Section G1.10.

1.11 DNO Users

In this Section M references to Users exclude DNO Users.²

2 SUPPLY METER INSTALLATION

2.1 Supply Meter and other equipment

2.1.1 The Registered User shall secure that at each Supply Meter Point (other than a Supply Meter Point which has been Isolated) there is installed, operated and maintained in proper working order, for registering the volume of gas offtaken from the System at the Supply Meter Point, a Supply Meter Installation.

2.1.2 The Supply Meter Installation shall:

- (a) be of a type and standard of design and accuracy complying with, and shall be installed in compliance with, the IGE Meter Recommendations, the Gas (Meters) Regulations 1983, the Gas Safety (Installation and Use) Regulations 1998 and any other applicable Legal Requirements, as in force at the date of installation of the Supply Meter Installation, and shall be stamped in accordance with Section 17 of the Act;
- (b) include such equipment (including any convertor) as may be required in accordance with the further provisions of Section M.

2.1.3 The point at which the Supply Meter Installation is to be installed shall be such point as shall be required by or shall be in accordance with paragraph 5 of the Gas Code and the Gas Safety (Installation and Use) Regulations 1998.

2.1.4 For the avoidance of doubt, but without prejudice to the requirements of paragraph 2.1.1, the Supply Meter shall be the meter referred to in the Gas Code, and may be provided and owned by a person and/or installed by a person other than the Registered User.

2.1.5 Nothing in this Section M prevents a User from securing that a Supply Meter Installation conforms to higher standards than are (or provides any function in addition to what is) required pursuant to paragraph 2.1.2.

2.1.6 The design and specification of certain Supply Meter Installations (where required to be installed) will be agreed with the Transporter in accordance with the T/PR/GT2 and will comply with the relevant Ofgem Codes of Practice.

2.1.7 Supply Meter Installations installed at 1 March 1996 and before the "**Metering Separation Date**" shall be deemed (for the purposes of the Code) to comply with the requirements of paragraphs 2.1.2 and 2.1.3, provided that this shall not prejudice any requirement for the installation of a different Supply Meter Installation arising by reason of a change in the nature of or the use of the Consumer's Plant after the Supply Meter Installation was installed.

² Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.12.

Modification 0428: Single Supply Meter Points

- 2.1.8 Whenever a Supply Meter Installation is replaced or modified the Registered User shall provide to the Transporter, Meter Information in accordance with paragraph 3 and such information concerning the replacement or modification, within such period, as the Transporter may reasonably prescribe.
- 2.1.9 In respect of each Supply Meter Point at which the Daily Read Requirement applies, the Registered User will ensure that the Supply Meter Installation will be suitable and will remain suitable to enable the attachment, installation, maintenance and continuing operation of the Transporter Daily Read Equipment. This will require the Supply Meter to incorporate a port (Interface) capable of indicating a pulse representing a discrete amount of gas (usually 0.1, 1, 10, 100 or 1000 units) dependent on the make and size of meter, being a port on the Supply Meter providing such indication by cyclic changes in the electrical resistance across such port or otherwise (including but not limited to ports known as 'R5').
- 2.1.10 The Registered User shall take all reasonable steps to secure that any notice affixed for safety reasons to the Supply Meter Installation shall not be removed or defaced.
- 2.1.11 Where in the opinion of the Transporter the Supply Meter Installation is unsafe or is in imminent risk of becoming unsafe then the Transporter will be entitled to take any steps to make the Supply Meter Installation safe.
- 2.1.12 For the purposes of this Section M:
- (a) **"T/PR/GT2"** is the document entitled Procedures for Obtaining Authorisation for the Setting and Sealing of the Meter Regulator and any Associated Pressure Control and Protection Device(s) associated with the Gas Supply Meter Installation as published by the Transporter from time to time;
 - (b) **"Ofgem Codes of Practice"** are:
 - (i) Ofgas COP/1a: Code of practice for low-pressure diaphragm and electronic meter installations with badged meter capacities not exceeding 6m³/hr;
 - (ii) Ofgas COP/1b: Code of Practice for low pressure diaphragm and rotary displacement meter installations with badged meter capacities exceeding 6m³/hr (212ft³/hr) but not exceeding 1076m³/hr (38,000 ft³/hr); and
 - (iii) Ofgas COP/1c: Code of practice for all high pressure and other low-pressure meter installations not covered by COP/1a or COP/1b.

2.2 Failure of Supply Meter Installation

- 2.2.1 Where as a result of any failure or defect in any Supply Meter Installation gas cannot be offtaken from the Total System at the relevant Supply Meter Point, and except where Section J4.4.5(b) applies, the Transporter will not be in breach (by reason thereof) of its obligation to make gas available for offtake from the Total System.

2.3 Interference with meters and meter by-pass utilisation

The Registered User shall take all reasonable steps to ensure that:

Modification 0428: Single Supply Meter Points

- (a) no person improperly breaks any seal affixed to any part of the Supply Meter Installation or tampers or otherwise interferes with any Supply Meter Installation, utilises a meter by-pass other than as permitted by T/PR/GT3, or utilises a temporary alternative arrangement;
- (b) upon each visit to the Supply Point Premises by any representative of that User or the supplier, or by any person engaged (by that User, the supplier or the consumer) to obtain an On-site Meter Read, there is promptly reported to the Transporter any evidence which is or ought (having regard to the purposes for which such person is visiting the premises) to be apparent to such representative or person of the breaking of any such seal or of any such tampering or interference (including any activated tamper alarm) or otherwise of theft or attempted theft of gas, or the utilisation of a meter by-pass other than as permitted by T/PR/GT3, or the utilisation of a temporary alternative arrangement.

2.4 Meter by-pass

2.4.1 In the circumstances permitted by the Registered User in accordance with T/PR/GT3 a meter by-pass may be installed (as a part of the Supply Meter Installation), or a temporary alternative arrangement may be utilised, at a Supply Meter Point.

2.4.2 For the purposes of the Code:

- (a) a "**meter by-pass**" is any pipe, and associated gas fittings used in connection with it, used to supply gas to a consumer without passing through the Supply Meter, and thereby secure the continued offtake of gas at the Supply Meter Point, in the event of any failure of, or any work on, part of the Supply Meter Installation which would impede the flow of gas through the Supply Meter;
- (b) a "**temporary alternative arrangement**" is an arrangement other than by means of a meter by-pass to temporarily enable the flow of gas to the premises of a consumer without measurement by a Supply Meter;
- (c) "**T/PR/GT3**" is the document entitled Procedures for Meter By-pass Provision, Use and Approval relating to the installation and utilisation of meter by-passes, as published by the Transporter from time to time.

2.4.3 Where the Registered User has permitted a meter by-pass to be installed, or temporary alternative arrangement to be utilised, at a Supply Meter Point it shall notify the Transporter as soon as reasonably practicable following such installation or utilisation.

2.4.4 Where a meter by-pass is installed, or a temporary alternative arrangement utilised, at a Supply Meter Point then in the event of a cessation of use:

- (a) within 2 Business Days following the Day on which such discontinuance occurred, the Registered User shall notify the Transporter of the following information:
 - (i) the MPRN;
 - (ii) the Shipper ID;

Modification 0428: Single Supply Meter Points

- (iii) the type of Supply Point in which the Supply Meter Point is comprised (identified as an NDM Supply ~~Meter~~-Point or DM Supply ~~Meter~~ Point);
 - (iv) the date on which the meter by-pass was opened or the temporary alternative arrangement commenced;
 - (v) the time at which the meter by-pass opened or the temporary alternative arrangement commenced;
 - (vi) the Meter Reading at the time on which the meter by-pass opened or the temporary alternative arrangement commenced;
 - (vii) the date on which the meter by-pass was closed or the temporary alternative arrangement ceased;
 - (viii) the time on which the meter by-pass was closed or the temporary alternative arrangement ceased;
 - (ix) the Meter Reading at the time on which the meter by-pass was closed or the temporary alternative arrangement ceased;
- (b) within 15 Business Days following the Day on which cessation occurred, the Registered User shall notify the Transporter of its estimate of gas used in accordance with paragraph 2.4.5 or 2.4.6 where such estimate is 10,000 kWh (340 therms) or greater.

2.4.5 Where a meter by-pass is open or the temporary alternative arrangement is in use on any Day at an NDM Supply ~~Meter~~-Point, subject to paragraph 2.4.7:

- (a) an estimate of the gas offtaken for each such Day will be calculated by the Registered User by dividing the Annual Quantity for such NDM Supply ~~Meter~~ Point by 365;
- (b) for less than one Day, the estimate of the gas offtaken for such part Day will be calculated by the Registered User by dividing the estimate generated for such Day in accordance with paragraph (a) by 24 to produce an hourly estimate which will in turn be multiplied to the nearest whole number by the number of hours during such Day that the meter by-pass was open

and on receipt of the next Valid Meter Reading, any estimates notified to the Transporter in accordance with paragraph 2.4.4(b) will be used by the Transporter as the Metered Quantity for such Day(s) in order to calculate the NDM Reconciliation Quantity.

2.4.6 Where a meter by-pass is open or a temporary alternative arrangement commences on any Day at a DM Supply ~~Meter~~-Point, subject to paragraph 2.4.7:

- (a) an estimate of the gas offtaken for each such Day will be calculated on the basis that the Metered Volume for such Day shall be assumed to be the same as the Metered Volume for the same Day in the immediately preceding week;
- (b) for less than one Day, the estimate for such part Day will be generated by dividing the estimate calculated for such Day in accordance with paragraph (a) by 24 to produce an hourly estimate which will in turn be multiplied to the

Modification 0428: Single Supply Meter Points

nearest whole number of hours during such Day that the meter by-pass was open, or the temporary alternative arrangement was utilised

and on receipt of the next Valid Meter Reading, any estimates notified to the Transporter in accordance with paragraph 2.4.4(b) will be used by the Transporter as the Metered Volume for such Day(s) in order to calculate the DM Reconciliation Quantity.

- 2.4.7 Where information is available the Transporter or the Registered User to ascertain a more accurate estimate of the gas offtaken, such information will be used for such purpose in substitution of the estimate derived by paragraph 2.4.5 or 2.4.6.
- 2.4.8 Such estimate of gas will be used by the Transporter to calculate and adjust the quantities of gas treated as offtaken from the Total System by the Registered User during the period of the utilisation of the meter by-pass or temporary alternative arrangement at Larger Supply Points for the purpose of individual NDM Reconciliation or (where applicable) DM Reconciliation save that no adjustment will be made in respect of the determination of any UDQO of the User or for any other purpose.
- 2.4.9 The Registered User will ensure that:
- (a) the meter by-pass is released promptly;
 - (b) further use of the temporary alternative arrangement is no longer possible following cessation of its use.

2.5 Prepayment meters

- 2.5.1 Where the Supply Meter Installation includes a prepayment installation:
- (a) the Registered User will be responsible for making arrangements for payment collection (including emptying or replacement of coin or token boxes or arrangements with any issuer of payment tokens or cards), and for remedying faults resulting from the abuse or defective use of the prepayment installation;
 - (b) any theft or other loss in respect of monies representing payments made into the prepayment facility will be for the User's account and the Transporter will have no responsibility to the User or supplier or consumer therefor.
- 2.5.2 Where:
- (a) a Supply Meter Installation includes a prepayment installation;
 - (b) the Transporter takes any step under paragraph 18 or 19 of the Gas Code (Disconnections) in respect of gas not flowing to the Supply Point Premises or to appliances at such premises; and
 - (c) after taking such steps the Transporter ascertains that the cause of gas not flowing is the inability of the consumer to utilise the prepayment installation, overfilling of a coin or token box, use of defective payment tokens or cards, or any fault in or tampering with a prepayment facility
- then paragraph 2.5.3 shall apply.
- 2.5.3 In the circumstances in paragraph 2.5.2:

Modification 0428: Single Supply Meter Points

- (a) the Transporter shall be entitled (without liability to the Registered User) to take any reasonable steps to ensure the restoration of supply to the consumer through the Supply Meter Installation until the end of the next following Business Day (making such assumption as to the rate of offtake as shall appear reasonable);
- (b) the Registered User shall reimburse to the Transporter the cost and expense incurred by the Transporter in taking the steps referred to in paragraph 2.5.2(b) and paragraph (a) above (including the value of any coins, tokens or cards utilised for the purpose in paragraph 2.6.4).

2.6 Supply Point Metering

2.6.1 Where the Transporter is providing the Supply Meter Installation or any part of it and it is comprised within a Special Metering Supply Point (a "**Special Metering Supply Meter Installation**"), the provisions of this paragraph 2.6 apply.

2.6.2 Except as the Transporter may otherwise agree in an Ancillary Agreement with the Registered User:

- (a) subject to sub paragraph (c) and (d) and to paragraphs 2.6.4 and 2.6.5, the Transporter will be responsible for securing (on behalf of the Registered User) the maintenance, repair, exchange and replacement of the Special Metering Supply Meter Installation or relevant part of it provided by the Transporter within a reasonable time after a request to do so and subject to payment of appropriate charges in accordance with the Metering Charges Statement;
- (b) the Registered User shall secure that there are made available (without charge to the Transporter) at the Supply Point Premises:
 - (i) a suitable site (at a location complying with paragraph M2.1.3) at the Supply Point Premises, and suitable support, protection and security, for the Special Metering Supply Meter Installation;
 - (ii) supplies of power, water and drainage as appropriate for the Special Metering Supply Meter Installation;
 - (iii) such access, at all reasonable times and in any event between 08:00 and 17:00 hours on any Business Day, to the Supply Point Premises as shall be required to enable the Transporter to carry out all Meter Installation Works required pursuant to sub paragraph (a);
- (c) the Registered User shall take all reasonable steps to secure that the Special Metering Supply Meter Installation is not damaged or otherwise mistreated;
- (d) ownership of the Special Metering Supply Meter Installation shall remain with the Transporter (or any person to whom the Transporter may transfer ownership); and the Registered User shall take all reasonable steps to secure that any notice to that effect affixed thereto by the Transporter shall not be removed or defaced.

2.6.3 Nothing in paragraph 2.6.2 requires the Transporter:

- (a) to replace any part of a Special Metering Supply Meter Installation other than

Modification 0428: Single Supply Meter Points

where such replacement is necessary as a result of the failure (including by reason of damage, normal wear or tear or defective design or manufacture) thereof;

- (b) to carry out any Meter Installation Works other than for the purposes of maintaining or repairing or (where required under sub paragraph (a)) replacing a Special Metering Supply Meter Installation or part thereof provided by the Transporter;
 - (c) except in the case of routine maintenance, to carry out any Meter Installation Works until reasonable notice has been given to the Transporter of the requirement for such works.
- 2.6.4 Meter Installation Works carried out by the Transporter for the purposes of maintaining, repairing or (where required having regard to sub paragraph 2.6.3(a)) replacing any part of a Special Metering Supply Meter Installation to which this paragraph 2.6 applies will not be Siteworks for the purposes of Section G7.1.
- 2.6.5 Any Meter Installation Works which any person may request the Transporter to carry out in respect of a Special Metering Supply Meter Installation other than as required under paragraph 2.6.2, including:
- (a) the provision of a Special Metering Supply Meter Installation at a New Supply Meter Point;
 - (b) the provision of a Special Metering Supply Meter Installation at a Supply Meter Point where by reason of a change in the nature or extent of the consumer's requirements for the supply of gas the existing Special Metering Supply Meter Installation no longer complies with the requirements of paragraphs 2.1.2 and 2.1.3
- will be Siteworks subject to and in accordance with Section G 7.1.
- 2.6.6 Nothing in this paragraph 2.6 prevents the Transporter from providing at the request of the consumer or supplier a Special Metering Supply Meter Installation or which conforms to higher standards than are (or provides any function in addition to what is) required pursuant to Section M2.1.2, provided that (unless the Registered User has otherwise agreed) the amount of the relevant charge payable by the Registered User will not thereby be increased.
- 2.6.7 Where as a result of any failure or defect in any Special Metering Supply Meter Installation provided by the Transporter gas cannot be offtaken from the System at the relevant Supply Meter Point and except where Section J4.4.5(b) applies, the Transporter will not be in breach (by reason thereof) of its obligation to make gas available for offtake from the Total System until:
- (a) written notice of such failure, defect or requirement has been given to the Transporter; and
 - (b) the expiry after such notice of a reasonable period for the Transporter to carry out the required Meter Installation Works.
- 2.6.8 For the purposes of Section M, "**Meter Installation Works**" means the installation testing, maintenance, repair, exchange or replacement of a Special Metering Supply

Modification 0428: Single Supply Meter Points

Meter Installation or any part thereof.

2.6.9 Any Code Communication in respect of any activities performed in relation to a Special Metering Supply Meter Installation shall only be made by Conventional Notice.

2.6.10 Where as a result of any Meter Installation Works undertaken by the Transporter in relation to Special Metering Supply Meter Installation, the relevant Meter Information recorded in the Supply Point Register ceases to be accurate, the Transporter will after completing such Meter Installation Works:

- (a) amend the Supply Point Register so as to record the change in relevant Meter Information required as a result of such works; and
- (b) provide to the Registered User(s) details of the amendment made pursuant to the above.

2.7 Supply Point Register Amendment

2.7.1 Where as a result of any Meter Installation Works undertaken by the Transporter in relation to an applicable Supply Meter Point, the relevant Meter Information recorded in the Supply Point Register ceases to be accurate, the Transporter will after completing such works:

- (a) amend the Supply Point Register so as to record the change in relevant Meter Information required as a result of such works; and
- (b) provide to the Registered User details of the amendment made pursuant to paragraph (a).

2.7.2 For the purposes of this paragraph 2.7

- (a) an "**applicable**" Supply Meter Point is a Supply Meter Point, other than a Supply Meter Point comprised in an NTS Supply Meter Point or a Supply Meter Point comprised in a VLDMC Supply Meter Point Component, in relation to which the Transporter provides the Special Metering Supply Meter Installation.
- (b) references to a Supply Meter Point include a New Supply Meter Point, and accordingly references to a change in relevant Meter Information includes the creation of initial relevant Meter Information.
- (c) relevant Meter Information is such Meter Information as is specified in the UK Link Manual.
- (d) in relation to any calendar month and any User, a "**relevant**" Supply Meter Point is an applicable Supply Meter Point of which the User is Registered User and in relation to which the Meter Installation Works referred to in paragraph 2.7.1 were completed in that month.
- (e) a relevant Supply Meter Point will not be treated as one in relation to which the Transporter did not comply with paragraph 2.7.1 where the Transporter was unable to comply with paragraph 2.7.1 by reason of Force Majeure.
- (f) in relation to any relevant Supply Meter Point, any period within which the

Modification 0428: Single Supply Meter Points

Transporter is to comply with paragraph 2.7.1 runs from the Business Day after the relevant Meter Installation Works (therein referred to) were completed.

- 2.7.3 Paragraphs 2.7.4 and 2.7.5 shall apply separately in relation to relevant Supply Meter Points comprised in Supply Points whose Annual Quantities exceed, and do not exceed, 293,000 kWh (10,000 therms).
- 2.7.4 The Transporter will comply with paragraph 2.7.1 within 5 Business Days in respect of at least 95% of relevant Supply Meter Points in relation to each User, in relation to each calendar month.
- 2.7.5 If, in relation to any calendar month and any User, the Transporter does not comply with the requirement in paragraph 2.7.4, the Transporter will pay to the User an amount calculated as:

$$((0.95 * M) - N) * Q$$

where for the relevant month and the relevant User:

- M is the number of relevant Supply Meter Points;
- N is the number of relevant Supply Meter Points in respect of which National Grid did comply with paragraph 2.7.4;
- Q is the relevant percentage of £10 in relation to relevant Supply Meter Points comprised in Supply Points whose Annual Quantities exceed 293,000 kWh (10,000 therms), and of £2 in relation to relevant Supply Meter Points comprised in Supply Points whose Annual Quantities do not exceed 293,000 kWh (10,000 therms).
- 2.7.6 If, in relation to a Supply Meter Point which is a relevant Supply Meter Point in any calendar month and of which the User continues to be the Registered User until the end of such 20 Business Day period, the Transporter does not comply with paragraph (a) within 20 Business Days, the Transporter will pay to the User the relevant percentage of £30 in relation to relevant Supply Meter Points comprised in Supply Points whose Annual Quantities exceed 293,000 kWh (10,000 therms), and of £5 in relation to relevant Supply Meter Points comprised in Supply Points whose Annual Quantities do not exceed 293,000 kWh (10,000 therms).
- 2.7.7 For the purposes of TPD Section V10, the rules in paragraph 2.7.5 and 2.7.6 are Compensation Rules within Compensation Group L and in relation thereto the 'payment month' is the second month following that in which the Meter Installation Works were completed.
- 2.7.8 Where in any month the aggregate amount payable by the Transporter under this paragraph 2.7 would exceed the relevant amount provided in paragraph 2.7.5, the amounts payable to Users in respect of that month shall be reduced pro rata.
- 2.7.9 The provisions of Section G4.3.1 and 4.4 (in each case after the application of paragraphs 2.7.5 and 2.7.6) apply for the purposes of this paragraph 2.7, which is subject to those provisions.

2.8 Twin-stream Metering

Modification 0428: Single Supply Meter Points

2.8.1 Nothing in Section A4.2.3 shall have the effect of prohibiting the installation of two or more Supply Meters (each having a unique Meter Point Reference Number) of the same size and capacity which are installed in parallel at a Supply Point where:

- (a) the flow of gas through all such Supply Meters is combined immediately downstream of the outlets of such Supply Meters; and
- (b) all such Supply Meters are utilised for the purposes of metering the offtake of gas at a single consumer's premises.

3 METER READING: NON-DAILY READ SUPPLY METERS

3.1 General

3.1.1 Meter Readings are required to be obtained from Non-Daily Read Supply Meters and provided to the Transporter for the purposes of:

- (a) Individual NDM Reconciliation under Section E6; and
- (b) the determination of Annual Quantities under Section H3.

3.1.2 Users are responsible for obtaining Meter Readings from Non-Daily Read Supply Meters in accordance with this paragraph 3 and for the validation (in accordance with paragraph 1.5) of such Meter Readings.

3.1.3 Without prejudice to any other provision of this Section M, a Meter Read in respect of a Non-Daily Read Supply Meter may be undertaken by any Meter Reader.

3.1.4 A Meter Reading obtained from a Non-Daily Read Supply Meter is a "**Valid Meter Reading**", and the relevant Meter Read a "**Valid Meter Read**", where the following conditions are satisfied and not otherwise:

- (a) except in the case of a Customer Read permitted under paragraph 3.1.6, or an Opening Meter Reading permitted under paragraph 3.1.4(f) or a Proposing User Read permitted under 3.1.4(h), the Meter Reading was provided by a Meter Reader appointed in accordance with paragraph 1.4.5;
- (b) except in the case of an Opening Meter Reading, the Meter Reading has been subject to validation in accordance with paragraph 1.5;
- (c) where the Meter Reading was rejected by such validation, the Registered User has taken or secured the taking of such further steps as it determines to be necessary to investigate the validity of the Meter Reading and has thereby confirmed such validity; and
- (d) the Meter Reading together with the details required pursuant to 3.3.1 are provided to the Transporter in accordance with that paragraph;
- (e) the details provided pursuant to paragraph 3.3.1 are consistent with the equivalent Meter Information appearing in the Supply Point Register;
- (f) in the case of an Opening Meter Reading obtained and provided in accordance with M3.8.2, the Meter Reading is a Gas Card Reading or a Calculated Gas

Modification 0428: Single Supply Meter Points

Card Reading;

- (g) the Meter Reading was provided by means of a Remote Read;
 - (h) the Meter Reading was a Proposing User Read.
- 3.1.5 In the circumstances in paragraph 3.1.4(c) the Registered User shall when providing the Meter Reading to the Transporter in accordance with paragraph 3.3.1 notify the Transporter that the validity of the Meter Reading was not confirmed by validation, and certify that the validity thereof has been confirmed by further steps as required in paragraph 3.1.4(c).
- 3.1.6 A Customer Read obtained in any calendar month will (subject to the requirements of paragraph 3.1.4) be a Valid Meter Reading.
- 3.1.7 For the purposes of this Section M:
- (a) the "**Meter Reading Frequency**" in respect of a Non-Daily Read Supply Meter is the expected frequency of Meter Reads for the purposes of the Code;
 - (b) the Meter Reading Frequency of a Non-Daily Read Supply Meter (a "**Monthly Read Meter**") is monthly where:
 - (i) it is installed at a Supply Meter Point comprised in a Supply Point ~~Component~~ whose Annual Quantity is not less than 293,000 kWh (*10,000 therms*); or
 - (ii) the Registered User has (in accordance with Section G2.3.2(f)(ii)) so elected; or
 - (iii) in respect of a Smaller Supply Point where the Registered User has so elected and has confirmed to the Transporter prior to the making of the election that there is automated meter reading equipment installed and operational as part of the Supply Meter Installation at the Supply Point.
 - (c) subject to paragraph (d) the Meter Reading Frequency of a Non-Daily Read Supply Meter other than a Monthly Read Meter (an "**Annual Read Meter**") is annual;
 - (d) ~~Not Used~~ all Non-Daily Read Supply Meters at the Supply Meter Points comprised in a Supply Point must have the same Meter Reading Frequency;
 - (e) in relation to a Non-Daily Read Supply Meter:
 - (i) the "**Meter Read Date**" is the date of a Valid Meter Read;
 - (ii) the "**Meter Reading Period**" in respect of a Meter Read is the period to the Meter Read Date from the preceding Meter Read Date.
 - (f) a "**Larger Annual Read Meter**" is an Annual Read Meter where it is installed at a Supply Meter Point comprised in a Supply Point ~~Component~~ whose Annual Quantity is greater than 73,200kWh (*2500 therms*);
 - (g) a "**Smaller Annual Read Meter**" is an Annual Read Meter where it is installed

Modification 0428: Single Supply Meter Points

at a Supply Meter Point comprised in a Supply Point ~~Component~~ whose Annual Quantity is not greater than 73,200kWh (2500 therms).

3.2 Meter Information

- 3.2.1 For the purposes of facilitating compliance with the Code, the Shipper Licence and the Transporter's Licence, the Registered User and the Transporter shall in accordance with paragraph 3.2 each provide timely and accurate Meter Information to the other in accordance with the requirements in the UK Link Manual.
- 3.2.2 The Registered User will provide to the Transporter Meter Information which is:
- (a) C&D Information by means of a Meter Information Notification;
 - (b) not C&D Information by means of a Meter Information Update Notification.
- 3.2.3 Within 6 Business Days from the Day on which the Registered User receives Meter Information in respect of the installation, removal, exchange or repositioning of a Supply Meter Installation the Registered User shall provide the Transporter with such information by means of a Meter Information Notification and/or Meter Information Update Notification as appropriate.
- 3.2.4 Where C&D Information is received by the Transporter:
- (a) by means of a Meter Information Notification from the Registered User (being the Registered User on the date specified in the Metering Information Notification as the date on which such Meter Work was completed) then the Transporter will record such information and update the Supply Point Register accordingly;
 - (b) by means of a Meter Information Notification, from the Proposing User (in respect of a Supply Meter Point comprised in a Proposed Supply Point, in respect of which the Supply Point Confirmation has become effective) the Transporter will record such C&D Information and update the Supply Point Register accordingly;
 - (c) by means of a C&D Notification, from any User, other than a Registered User or Proposing User, the Transporter will only record such C&D Information;
 - (d) by means of a C&D Notification, from a Meter Worker the Transporter will only record such C&D Information.
- 3.2.5 (a) The Transporter will update the Supply Point Register where it receives a Meter Information Update Notification only from a Registered User and no other.
- (b) As soon as reasonably practicable after a Meter Information Update Notification is submitted, the Transporter will revise the Meter Information in accordance with such notification, unless the Transporter is not satisfied that the details contained in the notification are valid, in which case it will so notify the Registered User and the Transporter and the Registered User shall co-operate with a view to establishing the correct details, and once such details are established the Transporter will make any required revision of the Meter Information.

Modification 0428: Single Supply Meter Points

- (c) A Meter Information Update Notification shall be "**outstanding**" for the purpose of the Code until the Meter Information has been revised pursuant to this paragraph 3.2.5.
 - (d) A Meter Information Notification shall be outstanding for the purposes of paragraphs 3.2.6, 3.2.7, 3.2.8 and 3.2.10 until the Meter Information has been revised pursuant to this paragraph 3.2.5.
- 3.2.6 Where in respect of a Supply Meter Point, C&D Information is received by the Transporter from a Meter Worker or User in accordance with paragraph 3.2.4(c) or (d), the Transporter will provide a copy of such C&D Information to the Registered User within 2 Business Days from the Day on which the identity of the such Registered User is known to the Transporter, and the Registered User will:
- (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 Transporter with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
 - (c) 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.
- 3.2.7 Where in respect of a Supply Meter Point comprised in a Proposed Supply Point, ~~(whether a New Supply Point or a Current Supply Point)~~ C&D Information is received by the Transporter from a Meter Worker or User in accordance with paragraph 3.2.4(c) or (d), before the Supply Point Registration Date (and therefore the identity of the Registered User is not known to the Transporter at that time) then within 2 Business Days following the Day on which such C&D Information was received and after Supply Point Confirmation becomes effective, the Transporter will provide a copy of such C&D Information (together with any additional relevant data in the possession of the Transporter at such time) to the Proposing User and the Proposing User will:
- (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 Transporter with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
 - (c) 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.
- 3.2.8 Where in respect of a Supply Meter Point comprised in a Proposed Supply Point which is an Existing-Current ~~Current~~ Supply Point, C&D Information is received from a Meter Worker or User in accordance with paragraph 3.2.4(c) or (d), and at the date of receipt by the Transporter of such C&D Information there is a Proposing User and a Registered User, than on the Day on which the Supply Point Confirmation becomes effective the

Modification 0428: Single Supply Meter Points

Transporter will submit a copy of such C&D Information to such Proposing User and Registered User and the Proposing User will:

- (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 Transporter with the corrected C&D Information (if it is not correct) or confirmation that such C&D Notification is correct;
- (c) 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.

3.2.9 In respect of a Supply Meter Point comprised in a Proposed Supply Point in respect of which the Supply Point Confirmation has become effective, the Transporter will provide to the Proposing User the Meter Information (as held on the Supply Point Register) on the 7th Business Day before the Proposed Supply Point Registration Date.

3.2.10 Where the Transporter receives C&D Information from any User which subsequently becomes a Registered User then the Transporter will not resubmit such C&D Information to such User.

3.2.11 In order to ensure that Meter Information is as accurate as practicable, where at any time a Registered User becomes aware that there are material changes to the Meter Information it will:

- (a) validate this and use its best endeavours to submit a Meter Information Update Notification to the Transporter within 30 Business Days from the Day it first becomes aware of such change; or
- (b) as soon as reasonably practicable notify the Transporter where the Registered User is unable to so comply together with the reasons for such non-compliance; and
- (c) in accordance with Section G1.9.8(b) use reasonable endeavours to secure that it becomes aware of any respect in which Meter Information provided to it is or becomes incorrect or out of date, including giving appropriate instructions to the Meter Reader for the time being.

3.2.12 The Transporter will update the Supply Point Register in accordance with paragraph 3.2.16 where the Transporter has received a Meter Information Notification:

- (a) in respect of a Current Supply Point (in accordance with paragraph 3.2.7 or 3.2.8) from the User that is the Proposing User on or after the Supply Point Confirmation becoming effective;
- (b) in respect of a New Supply Point (in accordance with paragraph 3.2.8) from the User that is the Proposing User on or after the Supply Point Confirmation.

3.2.13 Where a Meter Information Update Notification is received from the Registered User and the Meter Information contained therein has resulted or may result in the amount of Transportation Charges paid or payable by the Registered User being inaccurate and a

Modification 0428: Single Supply Meter Points

Meter Reading in respect of the Supply Meter at such Supply Meter Point:

- (a) is not received from the Registered User at the time of receipt of such Meter Information Update Notification then the Transporter will determine a notional Meter Reading in respect of such Supply Meter to be effective upon either:
 - (i) the date provided within the Meter Information Update Notification; or
 - (ii) if (such date has not been so provided) the date on which the Meter information Update Notification was processed by the Transporter
and where no Opening Meter Reading is provided in accordance with M3.8.2(b) or 3.8.5(a) and the notional Meter Reading applies in respect of a Non-Daily Read Meter, such notional Meter Reading will be utilised by the Transporter as the Opening Meter Reading and this will be effective at the Supply Point Registration Date and paragraphs 3.8.6 and 3.8.7 will not apply;
- (b) is received from the Registered User at the time of receipt of such Meter Information Update Notification but no Opening Meter Reading is provided in accordance with M3.8.2(b) or 3.8.5(a) then the Meter Reading provided within the Meter Information Update Notification where it applies in respect of a Non-Daily Read Meter, will be utilised by the Transporter as the Opening Meter Reading and this will be effective at the Supply Point Registration Date and paragraphs 3.8.6 and 3.8.7 will not apply.

3.2.14 Prior to the submission of any Meter Information to the Transporter, the Proposing User and/or Registered User will consider any known data inconsistencies with the relevant supplier (or any person acting on its behalf) and where appropriate ensure that the Meter Information which is submitted has been corrected.

3.2.15 Where at any time in respect of any Supply Meter Point the Transporter becomes aware that the Meter Information held in the Supply Point Register is incorrect (other than where the Transporter has received this information from the Registered User) within 6 Business Days of the Day upon which it becomes aware of this, the Transporter will so notify the Registered User and provide all relevant details and the Registered User will as soon as reasonably practicable review such details, and where necessary update the Meter Information and submit to the Transporter a Meter Information Notification or a Meter Information Update Notification containing such update in respect of such Supply Meter Point.

3.2.16 Upon receipt of a change of Meter Information from the Registered User, or the Proposing User in accordance with paragraph 3.2.12, the Transporter will within 2 Business Days of such receipt revise the details held in the Supply Point Register as specified in the Meter Information Notification and Transporter will ensure the Supply Point Register reflects the Meter Information as supplied by the Registered User or Proposing User.

3.2.17 Where the Transporter receives from the Registered User a revised Meter Information Update Notification in respect of a Supply Meter Point that has resulted or may result in the amount of Transportation Charges paid or payable by the Registered User or the Previous Registered User (if any) being inaccurate then by the end of the month following the month in which it receives such Meter Information Update Notification the Transporter will so notify such Registered User and provide to each Previous Registered User (if any) for such Supply Meter Point the revised Meter Information.

Modification 0428: Single Supply Meter Points

3.2.18 Without prejudice to the Meter Information Notification obligations in paragraph 3.2.2, the Registered User will submit as a Meter Information Notification or as a Meter Information Update Notification, additional data items relating to the Supply Meter Installation, that are required by the Transporter to operate in accordance with its Code or other obligations. Such data items may include but are not limited to:

- (a) meter serial number, dials and digits;
- (b) metric/imperial indicator;
- (c) convertor number of dials (unconverted/converted);
- (d) meter/convertor round the clock count;
- (e) meter pulse value;
- (f) the identity of the Gas Act Owner;
- (g) the identity of the Meter Asset Manager;
- (h) conversion factors; and
- (i) physical works on convertors where not performed in associated with physical works on the Meter.

3.2.19 Where the Transporter believes that a User is not undertaking its Code obligations for the calculation of consumption in conjunction with the validation of meter readings, then where the Transporter and such User are unable to resolve such matter the Transporter may notify the User with reasons for such belief and require the User to provide to the Transporter evidence of its compliance with such obligations by means of either:

- (a) sufficient data to enable the Transporter to examine whether the User has so complied; or
- (b) an audit report produced by an external independent Auditor

and where the User has not produced such data or report, or where following examination by the Transporter of such data, the Transporter believes it has evidence that the User has not complied with such Code obligations, or the report finds that the User has not so complied then the Transporter will be entitled to submit a report to the Competent Authority detailing its findings. The cost and expense of such report shall be borne by the User unless the report finds that the User has complied with such Code obligations in which case the cost and expense shall be borne by the Transporter.

3.2.20 For the purposes of the Code:

- (a) "**C&D Information**" is information obtained in respect of Meter Work;
- (b) "**C&D Notification**" is a notification (which is not a Meter Information Notification) containing C&D Information;
- (c) "**Meter Information**" is the information in relation to a Supply Meter Installation, comprising the details set out in the UK Link Manual, including but

Modification 0428: Single Supply Meter Points

not limited to:

- (i) the location of the Supply Meter Installation at the Supply Point Premises;
 - (ii) number of dials and serial numbers of the Supply Meter and any convertor;
 - (iii) meter access details; and
 - (iv) C&D Information.
- (d) **"Meter Information Notification"** is a notification in accordance with the UK Link Manual containing Meter Information that is C&D Information;
- (e) **"Meter Information Update Notification"** is a notification in accordance with the UK Link Manual containing Meter Information that is not C&D Information;
- (f) **"Meter Work"** is work performed in respect of which a notice has been served under Schedule 2B of the Gas Act in accordance with the Gas Meters (Information on Connection and Disconnection) Regulations 1996;
- (g) **"Meter Worker"** is a person that has performed Meter Work;
- (h) **"Previous Registered User"** is any Registered User (other than the existing Registered User) who was the Registered User at the Supply Meter Point at any time within a period of 18 months preceding the date upon which the Transporter records such Meter Information Update Notification or, if earlier, the date upon which the Transporter revised Meter Information which was capable of affecting the amount of the Transportation Charge at such Supply Meter Point.

3.3 Provision of Meter Readings to the Transporter

- 3.3.1 Meter Readings are required to be provided to the Transporter by way of UK Link Communication by the means and in the form described in the UK Link Manual, and accompanied by the details specified in the UK Link Manual.
- 3.3.2 Except as otherwise provided in this Section M, the Transporter will accept Meter Readings provided to it in accordance with paragraph 3.3.1 for the purposes of NDM Reconciliation, provided that the Transporter will not be required to accept a Meter Reading which is not a Valid Meter Reading.
- 3.3.3 Each User shall use best endeavours to comply with the requirements in paragraph 3.3.4.
- 3.3.4 The requirement referred to in paragraph 3.3.3 is that, of the Valid Meter Readings obtained by a User pursuant to paragraphs 3.4 and 3.5 in respect of Relevant Non-daily Read Supply Meters on any particular Day:
- (a) not less than 50% are provided (in accordance with paragraph 3.3.1) by the 10th Business Day after the Meter Read Date;

Modification 0428: Single Supply Meter Points

- (b) not less than 100% are provided (in accordance with paragraph 3.3.1) by the 25th Business Day after the Meter Read Date.
- 3.3.5 Subject to paragraphs 3.3.6 and 3.3.7, the Transporter will not be required to accept any Meter Readings in respect of which the requirement in paragraph 3.3.4 is not complied with.
- 3.3.6 Where :
 - (a) a User submits to the Transporter any Meter Reading in respect of which the requirement in paragraph 3.3.4 is not complied with; and
 - (b) it is feasible for the Transporter to accept such Meter Reading and in the Transporter's reasonable opinion the circumstances make it appropriate that it should do so; and
 - (c) if the number of such Meter Readings submitted on a Day exceeds 1% of the total number of Meter Readings submitted by the User on the Day, the User has first requested the Transporter to do so the Transporter will accept such Meter Reading pursuant to paragraph 3.3.2.
- 3.3.7 Where in relation to a Supply Meter a Meter Information Notification is outstanding at the Meter Read Date or is submitted not later than the 10th Business Day after the Meter Read Date, paragraph 3.3.5 shall not apply upon the submission or resubmission, following resolution of the Meter Information Notification, of a Meter Reading in respect of such Supply Meter.
- 3.3.8 The Transporter will subject Opening Meter Readings submitted to it to validation (which is additional to that required to be undertaken by Users), and may subject any other Meter Reading submitted to it to validation; but the Transporter will accept Meter Readings notwithstanding that such validation may be failed.
- 3.3.9 For the purposes of paragraph 3.3.1, where a convertor is installed at a Supply Meter all readings comprised (in accordance with paragraph 1.4.3(a)) in the Meter Reading are required to be provided to the Transporter.

3.4 Cyclic reading: Monthly Read Meters

- 3.4.1 Each User shall secure, in relation to Monthly Read Meters, that a Valid Meter Reading is obtained:
 - (a) for each Relevant Monthly Read Meter, not less frequently than once every 4 calendar months;
 - (b) in each calendar month, in accordance with paragraph 3.4.2, for not less than 90% of the number of Monthly Read Meters which are Relevant Supply Meters for the whole of the month.
- 3.4.2 For the purposes of paragraph 3.4.1(b) the Meter Read Date in respect of a Monthly Read Meter is required to be not less than 23 Days (or in the month of December 16 Days) and not more than 37 Days (or in the month of January 44 Days) after the Meter Read Date of the preceding Meter Read under paragraph 3.4.1.

Modification 0428: Single Supply Meter Points

3.5 Cyclic reading: Annual Read Meters

3.5.1 Each User shall secure, in relation to Annual Read Meters, that a Valid Meter Reading is obtained:

- (a) for each Relevant Annual Read Meter, not less frequently than once every 24 months, subject to paragraph 3.5.4;
- (b) in any period of 12 months, for not less than the relevant percentage of the number of Relevant Annual Read Meters at the end of such period.

3.5.2 For the purposes of paragraph 3.5.1(b) the relevant percentage is:

- (a) where the Annual Quantity of the Supply Point in which the relevant Supply Meter Point is comprised does not exceed 73,200 kWh (2,500 *therms*), 70%;
- (b) except as provided in paragraph (a), 90%.

3.5.3 In respect of a New Supply Meter Point the Meter Read Date of the first Meter Read obtained pursuant to paragraph 3.5.1(a) shall be not less than 1 nor more than 12 months after the First Supply Point Registration Date.

3.6 Failure to obtain readings

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 requirement in paragraph 3.4.1(a) or 3.5.1(a) in respect of a Monthly Read Meter or (as the case may be) Annual Read Meter:

- (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 and such activity will be performed as a User Pays Service;
- (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 User Pays Charge in respect of such User Pays Service.

3.6.2 The Transporter will not initiate a Meter Read pursuant to paragraph 3.6.1 for a Meter Read Date earlier than:

- (a) the 10th Business Day of the calendar month (the "**following month**") following the month of the failure referred to in that paragraph; or
- (b) the 80th Business Day following the date upon which the Transporter has notified the User in accordance with paragraph 3.2.15 of incorrect Meter information in respect of such Monthly Read Meter or (as the case may be) Annual Read Meter;

3.6.3 Where the Transporter has initiated a Meter Read pursuant to paragraph 3.6.1(a), and (before such Meter Read takes place) the User subsequently provides a Valid Meter Reading in respect of the relevant Supply Meter, the Transporter will endeavour to cancel the Meter Read, but the User will be liable to make payment pursuant to paragraph 3.6.1(b) irrespective of whether such Meter Read is so cancelled.

Modification 0428: Single Supply Meter Points

3.6.4 Where not less than 10 Business Days before the beginning of the following month the User has submitted a Meter Information Notification in respect of the relevant Supply Meter, paragraph 3.6.1 shall not apply until the expiry of a period of 10 Business Days after the Meter Information Notification ceases to be outstanding.

3.6.5 If:

- (a) before the Transporter has initiated a Meter Read pursuant to paragraph 3.6.1, the User notifies the Transporter (by Conventional Notice) that the User is taking steps to obtain a Meter Reading in respect of the relevant Supply Meter, specifying the expected date of the Meter Read;
- (b) not later than the 10th Business Day of the following month the User provides to the Transporter a copy of a warrant (granted under the Rights of Entry (Gas and Electricity Boards) Act 1954, as amended) authorising entry to the relevant premises, or a copy of an application for such a warrant, or demonstrates to the Transporter's reasonable satisfaction that a Meter Reading can be obtained without such a warrant; and
- (c) a Valid Meter Reading is provided to the Transporter in respect of the relevant Supply Meter not later than the 20th Business Day after the start of the following month

then paragraph 3.6.1 shall not apply.

3.6.6 Where the Transporter obtains a Meter Reading under paragraph 3.6.1, such Meter Reading shall be treated for all purposes of the Code as a Meter Reading obtained in accordance with the requirements of this Section M.

3.6.7 Where a User materially or persistently fails to comply with the requirement in paragraph 3.4.1(b) or 3.5.1(b), the Transporter may require the User:

- (a) to submit to the Transporter an explanation for the User's failure to comply together with a proposal to remedy such non-compliance;
- (b) to implement the User's proposal under paragraph (a) as modified after discussion with the Transporter;
- (c) if and for so long as the User fails to comply with paragraphs (a) and (b), to agree to a scheme under which the Transporter will (at the User's expense on the same basis as under paragraph 3.6.1(b)) obtain sufficient Meter Readings from time to time each month to remedy the User's failure to comply with paragraph 3.4.1(b) or 3.5.1(b).

3.7 More frequent readings and revised readings

3.7.1 Subject to paragraph 3.7.2, a User may secure and provide to the Transporter Valid Meter Readings in respect of any Non-Daily Read Supply Meter more frequently than is required by this paragraph 3.

3.7.2 Where more than one Meter Reading (other than the one required under paragraph 3.8 or paragraph 3.9) is received by the Transporter;

Modification 0428: Single Supply Meter Points

- (a) in the case of a Monthly Read Meter, in any 7 Day period;
- (b) in the case of a Larger Annual Read Meter, in any 14 Day period;
- (c) in the case of a Smaller Annual Read Meter, in any 63 Day period

the Transporter will in each case reject any such Meter reading received in such period other than the first.

3.7.3 In respect of the most recent Valid Meter Reading provided to the Transporter in accordance with paragraph 3.4 or 3.5 a User may at any time secure and provide to the Transporter a revised value of such Valid Meter Reading ("**Revised Meter Reading**").

3.7.4 The Transporter will only accept such Revised Meter Reading where the Meter Read Date of such Revised Meter Reading is the same as or later than the Meter Read Date of the most recent Valid Meter Reading recorded by the Transporter.

3.8 Opening Meter Readings

3.8.1 Where a User submits a Supply Point Confirmation which becomes effective for a Proposed Supply Point which ~~includes one or more~~ is to become an NDM Supply Meter Points, this paragraph 3.8 applies in respect of the Non-Daily Read Meter installed at ~~each~~ such Supply Meter Point provided that this paragraph 3.8 shall only apply where the Supply Point Confirmation submitted by a User records a change to one ~~or more of~~ the User identity ~~or the Supply Meter Point configuration~~.

3.8.2 The Proposing User shall secure that a Valid Meter Reading (an "**Opening Meter Reading**") is:

- (a) except in the case of a Proposing User's Estimate obtained for a Meter Read Date within the required date range; and
- (b) provided to the Transporter not later than 16:00 hours on the 10th Business Day after the Supply Point Registration Date from each Non-Daily Read Meter referred to in paragraph 3.8.1.

3.8.3 For the purposes of this paragraph 3.8 the required date range is the period of eleven (11) Business Days commencing five (5) Business Days before the Supply Point Registration Date.

3.8.4 The Transporter will not accept an Opening Meter Reading which:

- (a) is not obtained in accordance with paragraph 3.8.2(a); or
- (b) is for a Non Daily Read Supply Meter Point that was previously a Daily Read Supply Meter Point (with User Daily Read Equipment installed) if it is not provided by the User by 10am on the 5th Business Day after the Supply Point Registration Date.

3.8.5 Without prejudice to paragraph 3.8.10, where an Opening Meter Reading is not provided to the Transporter by the date required under paragraph 3.8.2(b):

- (a) (except where 3.8.7(b) applies) a notional Meter Reading will be used for the purposes of Individual NDM Reconciliation in accordance with Section E6.1.6

Modification 0428: Single Supply Meter Points

(and for the purposes of calculating such notional Meter Reading the Transporter may utilise any Meter Reading provided by the Proposing User to the Transporter not later than 16:00 hours on the 10th Business Day after the Supply Point Registration Date); and

- (b) the Transporter shall not later than 15 Business Days after the Supply Point Registration Date provide such notional Meter Reading to the Proposing User and the Withdrawing User as an estimated Meter Reading.

3.8.6 The Withdrawing User may (if it has bone fide and material grounds for doing so) notify the Transporter that it objects to the Opening Meter Reading (or the estimated Meter Reading under paragraph 3.8.5), in which case:

- (a) the Transporter will inform the Withdrawing User of the identity of the Proposing User, but (except as provided in paragraph 3.8.8(b)) will not be further concerned with the objection;
- (b) if the Withdrawing User notifies the Proposing User of its objection, the Proposing User agrees to use reasonable endeavours (without thereby being in breach of any provision of the Code) to secure that no other Meter Reading (in respect of the relevant Supply Meter) is provided to the Transporter until the objection has been resolved between such Users, and GT Section B2.4.1 shall not apply in respect of this paragraph (b) (but the Transporter shall not be concerned with this paragraph (b)).

3.8.7 Subject to paragraph 3.8.9:

- (a) (save where paragraph 3.8.7(b) applies) the Proposing User may notify to the Transporter a revised value of a Meter Reading (an "**Agreed Opening Meter Reading**") for a Non-Daily Read Supply Meter which is agreed between the Proposing User and the Withdrawing User as being valid for a date within the required date range and is to replace the Opening Meter Reading (or estimated Meter Reading under paragraph 3.8.5);
- (b) where a Supply Point changes from Daily Read Supply Point to a Non Daily Read Supply Point, the Proposing User may replace the estimated Opening Meter Reading up until the Exit Close-Out Day.

3.8.8 Subject to paragraph 3.8.9, where a User notifies to the Transporter an Agreed Opening Meter Reading under paragraph 3.8.7:

- (a) the User shall be deemed thereby to warrant to the Transporter and to the Withdrawing User that such reading has been agreed by the Withdrawing User (and GT Section B2.4.1 shall not apply in respect of this paragraph (a));
- (b) the Transporter will accept such reading;
- (c) the Individual NDM Reconciliation in relation to the Withdrawing User (determined under Section E6.2 in accordance with the original Opening Meter Reading or estimated Meter Reading under paragraph 3.8.5) shall be revised in accordance with Section E6.7.2;
- (d) the Transporter will notify the Agreed Opening Meter Reading to the

Modification 0428: Single Supply Meter Points

Withdrawing User; and

- (e) the activities performed by the Transporter in accordance with paragraphs (b) (c) and (d) will be performed as a User Pays Service and the User shall pay (in accordance with Section S) to the Transporter a User Pays Charge in respect of such User Pays Service.

3.8.9 A User may not give notice under paragraph 3.8.7, and the Transporter will not accept (under paragraph 3.8.8(b)) an Agreed Opening Meter Reading which is notified to it, at any time after any other Meter Reading (for a Meter Read Date after the Supply Point Registration Date) has been provided to the Transporter for the relevant Non-Daily Read Supply Meter.

3.8.10 Where Users submit Supply Point Confirmations in respect of Smaller Supply Points ("**SSP qualifying transfers**"):

- (a) without prejudice to paragraph (c) and in respect of each Proposing User, in the event that in any calendar month (or part thereof) less than 90% of Opening Meter Readings for SSP qualifying transfers are provided to Transporters in accordance with paragraph 3.8.2(b), the Proposing User shall pay to the Transporter the charge, if any, set out in the Transporter's Transportation Statement for the provision of that number of estimated Meter Readings determined in accordance with (c) and (d) (where provided by the Transporter pursuant to paragraph 3.8.5);
- (b) for the purposes of paragraph (a), no account shall be taken of Proposed Supply Point transfers which relate to Supply Meter Points at which the Supply Meter Installation includes a prepayment installation and in respect of such Supply Meter Points the Transporter shall not be required to provide an estimated Meter Reading pursuant to paragraph 3.8.5;
- (c) the number of estimated Meter Readings in respect of which the Proposing User shall be required to pay the charge under paragraph (a) shall be calculated as:

$$(0.90 * A) - B$$

where for each Proposing User:

- A is the number of SSP qualifying transfers; and
 - B is the number of Opening Meter Reads provided to Transporters for SSP qualifying transfers in accordance with paragraph 3.8.2(b);
- (d) for the purposes of paragraph (c):
- (i) the Transporter will notify the Proposing User of the number of estimated Meter Readings for a calendar month in respect of which the Proposing User shall be required to pay the Transporter the charge under paragraph (a);
 - (ii) the number of estimated Meter Readings notified by the Transporters in respect of a calendar month under paragraph (i) shall in aggregate equal the number of estimated Meter Readings calculated in accordance with paragraph (c) for such calendar month.

Modification 0428: Single Supply Meter Points

- 3.8.11 For the purposes of paragraph 3.8.2, where in respect of the installation of a Supply Meter Installation, the Transporter receives a notice in accordance with the Gas Meters (Information on Connections and Disconnections) Regulations 1996 which provides a Meter Reading ("**Meter Fix Reading**"):
- (a) where such Meter Fix Reading has been submitted to the Transporter by a User in accordance with the User's Shipper's Licence and such User is the Registered User of the relevant Supply Point, the Meter Fix Reading shall be treated as the Opening Meter Reading of the Supply Meter Point and any Opening Reading subsequently submitted by such Registered User shall be disregarded; and
 - (b) where an Opening Meter Reading (which differs from the Meter Fix Reading) has been submitted to the Transporter by the Registered User and such Registered User is not the person which provided the Meter Fix Reading to the Transporter in accordance with the above regulations, then such Meter Reading submitted (and not any Meter Fix Reading) shall be treated as the Opening Meter Reading.

3.9 Other non-cyclic meter reading requirements

- 3.9.1 The Registered User shall secure that a Valid Meter Reading is obtained and provided to the Transporter:
- (a) (as required by Section G3.5.3(iv) upon the Isolation of any Supply Meter Point in accordance with Section G3.5;
 - (b) upon the replacement (whether for examination, inspection, repair, maintenance or exchange or otherwise) of any Supply Meter, in respect of both the replaced and the replacement meter.

3.10 Metered volume and quantity calculation

- 3.10.1 Upon the provision of a Valid Meter Reading in respect of a Non-Daily Read Supply Meter the Transporter will calculate the Metered Volume and the Metered Quantity.
- 3.10.2 The Transporter will maintain records of Valid Meter Readings provided to it, in such form and for such time (but not in any event exceeding 5 years) as shall be requisite for the purposes of paragraph 3.10.1.

4 DAILY READ SUPPLY METERS

4.1 Daily Read Equipment

- 4.1.1 Subject to paragraph 4.9, for the purposes of the Code "**Daily Read Equipment**" is equipment, of a design and standard of manufacture specified (consistently with any Legal Requirement):
- (a) by the Transporter for the purposes of this Section, which enables Meter Readings to be obtained by the Transporter remotely at set intervals ("**Transporter Daily Read Equipment**"); or
 - (b) which enables Meter Readings to be obtained by the User remotely at set intervals (subject to the Ceiling Limit as indicated below) ("**User Daily Read**

Modification 0428: Single Supply Meter Points

Equipment”);

where the “**Ceiling Limit**” is set at 25,000 Supply Meter Points installed with User Daily Read Equipment, as may be amended from time to time by the Transporter.

4.1.2 Daily Read Equipment comprises:

- (a) a device for capturing from the Supply Meter, and/or (where installed) a convertor, data which constitutes or permits the derivation of a Meter Reading; and
- (b) a telephone line or radio transmitter and/or such other equipment as shall be required for transmitting such data to the Transporter in accordance with the relevant requirements of the UK Link Manual.

4.1.3 Daily Read Equipment may (where designed to be capable of such installation) be installed in connection with more than one Supply Meter at a single Supply Point Premises.

4.1.4 Where installation of Daily Read Equipment is required pursuant to Section G1.5 the Transporter in the case of Transporter Daily Read Equipment or the User in the case of User Daily Read Equipment will have the sole entitlement and responsibility for:

- (a) furnishing, installing, removing, making operational and maintaining Daily Read Equipment (including its connection or reconnection to the Supply Meter Installation); and
- (b) repairing or replacing the Daily Read Equipment where such repair or replacement is necessary as a result of the failure (including by reason of damage, normal wear or tear or defective design or manufacture) thereof.

4.1.5 Where the Transporter furnishes or has furnished Transporter Daily Read Equipment, with effect from the date upon which the relevant Supply ~~Meter~~ Point becomes a DM Supply ~~Meter~~ Point, the Registered User shall (unless the cost thereof has been paid pursuant to a Siteworks Contract) pay the appropriate charges in accordance with the Transporter's Metering Charges Statement.

4.1.6 Daily Read Equipment installed at a Supply Meter Point will be treated as being operational (for the purposes of paragraph 1.3.1):

- (a) In relation to Transporter Daily Read Equipment with effect from the later of:
 - (i) the Day on which the Transporter notifies the Registered User that the equipment is operational; and
 - (ii) the first Day on which the Transporter provides to the User a Valid Meter Reading obtained by means of such equipment; or
- (b) in relation to User Daily Read Equipment, the effective date of the Supply Point Confirmation.

4.1.7 Subject to Section G 1.5.4, where a New Supply Point has been classified in accordance with Section G1.5.13, the Transporter will, as soon as reasonably practicable, furnish, install, make operational and maintain Transporter Daily Read Equipment at the

Modification 0428: Single Supply Meter Points

relevant Supply Meter, and shall inform the Registered User when Transporter Daily Read Equipment has been installed and made operational in accordance with paragraph 4.1.6. In the event of undue delay being experienced, the Transporter will:

- (a) promptly notify the Registered User of the nature of the delay and of an expected timescale for resolution;
- (b) ensure that the Registered User is regularly advised of progress and promptly notified when the Transporter Daily Read Equipment has been installed and made operational.

4.1.8 Where the Transporter is unable to obtain or install the telephone line or experiences undue delay in obtaining or installing it and this is not due to the act or omission of any other person then where practicable the Transporter will install a radio transmitter provided there is a suitable site at the Supply Point Premises for such purposes and security as may be required.

4.1.9 Where requested by the Transporter, the Registered User will:

- (a) procure permission and access for the Transporter to:
 - (i) install and make operational the Transporter Daily Read Equipment;
 - (ii) attach the Transporter Daily Read Equipment to the Supply Meter Installation;
- (b) facilitate inspection and maintenance and any activity referred to in paragraph 4.1.4 by the Transporter as required for the purposes of keeping such equipment operational (including any requirement for resynchronisation and/or adjustment);
- (c) procure that a suitable site including support, protection and security for the Transporter Daily Read Equipment is available at the Supply Point Premises.

4.1.10 Where the Registered User intends, or becomes aware that the consumer or any other person intends, to undertake works on the Supply Meter Installation (or any part of it) which will or is likely to impact on the ability of the Transporter to obtain accurate and timely Valid Daily Meter Readings then:

- (a) the Registered User will use reasonable endeavours, to notify the Transporter at least two Business Days prior to the commencement of such works:
 - (i) of the date when disconnection of Transporter Daily Read Equipment from such Supply Meter Installation will occur and subject to (ii) such date will be the date when reconnection of Transporter Daily Read Equipment to the Supply Meter Installation is required;
 - (ii) of the date when reconnection of Transporter Daily Read Equipment to the Supply Meter Installation is required if different from (i);
- (b) the Transporter will within two Business Days of the reconnection date stated in (ii) use reasonable endeavours to reconnect and resynchronise its Daily Read Equipment with the Supply Meter Installation.

Modification 0428: Single Supply Meter Points

- 4.1.11 The Registered User shall take reasonable steps to secure that the Transporter Daily Read Equipment is not damaged or otherwise mistreated.
- 4.1.12 Ownership of the Transporter Daily Read Equipment shall remain with the Transporter (or any person to whom the Transporter may transfer ownership).

4.2 Daily Meter Readings

4.2.1 Where a Supply Meter is Daily Read:

- (a) the Transporter will obtain (and the User authorises the Transporter to obtain) by means of the Transporter Daily Read Equipment (where it is operational) a Meter Reading for the start and for the end of each Day;
- (b) the Transporter may so obtain Meter Readings at other times within the Day; or
- (c) in the case of User Daily Read Equipment, the User shall obtain a Meter Reading for the start and the end of each day by means of the User Daily Read Equipment and then provide the Meter Reading to the Transporter in accordance with paragraph 6.

4.2.2 The Transporter is responsible for validation of the Meter Readings from both Transporter Daily Read Equipment and User Daily Read Equipment in accordance with paragraph 1.5.

4.2.3 In respect of a Daily Read Supply Meter:

- (a) "**Daily Meter Readings**" for a Day are Meter Readings obtained from Transporter Daily Read Equipment by the Transporter and from User Daily Read Equipment by the User in accordance with paragraphs 4.2.1(a) and 4.2.1(c) respectively for the start and the end of the Day;
- (b) subject to paragraphs (c) and 4.8 "**Valid Meter Readings**" for a Day are Daily Meter Readings which have been subject to and not rejected by validation in accordance with paragraph 1.5, and are (in respect of Transporter Daily Meter Readings only) provided to the relevant User in the format and by the means specified in the UK Link Manual;
- (c) the Daily Meter Reading for the start of a Day will not be a Valid Meter Reading if it differs from the Valid Meter Reading for the end of the preceding Day; and
- (d) the User will pay appropriate charges in accordance with the Transporter's Metering Charges Statement in respect of such Daily Meter Readings obtained by the Transporter from the Transporter Daily Read Equipment.

4.2.4 In relation to a DM Supply ~~Meter~~ Point so classified in accordance with Section G1.5.13, the Transporter shall use all reasonable endeavours to obtain Meter Readings by procuring On-Site Meter Reads, for each Day commencing with the Supply Point Registration Date; and the Registered User shall cooperate with the Transporter in relation thereto.

4.2.5 When the Supply Meter at the DM Supply ~~Meter~~ Point classified in accordance with

Modification 0428: Single Supply Meter Points

Section G1.5.13 becomes a Daily Read Supply Meter the Transporter will obtain Meter Readings in accordance with paragraph 4.2.1.

- 4.2.6 When the Transporter cannot obtain Meter Readings under paragraph 4.2.4 for the Supply Point Registration Date or for any of the six consecutive Days thereafter, then for each Day for which Meter Readings are not obtained the Metered Quantity shall be deemed to be the Annual Quantity for the DM Supply Point divided by 365, and the Metered Volume determined (by reference to the relevant calorific value) accordingly, but thereafter paragraph 4.4 shall apply as though a Meter Reading obtained under paragraph 4.2.4 were a Valid Meter Reading obtained from Transporter Daily Read Equipment.

4.3 Metered Volume and Metered Quantity calculation

Subject to paragraph 4.4, the Transporter will calculate for each Daily Read Supply Meter each Day for both Transporter Daily Read Equipment and User Daily Read Equipment:

- (a) the Metered Volume, by reference to the Valid Meter Readings for the Day obtained in accordance with paragraph 4.2.1(a) or by reference to the Meter Readings for the Day obtained in accordance with paragraph 4.2.4 (in relation to Transporter Daily Read Equipment only) or in accordance with 4.2.1(c) (in relation to User Daily Read Equipment only); and
- (b) the Metered Quantity, by reference to the Metered Volume.

4.4 Failure to obtain meter readings

- 4.4.1 Subject to paragraph 4.8, Valid Meter Readings for a Day obtained from Transporter Daily Read Equipment and User Daily Read Equipment at any time up to and including the Exit Close Out Date will be used for the purposes of paragraph 4.3.

- 4.4.2 Where for any Day (a "**Failed Daily Read Day**") Valid Meter Readings for the Day are not obtained by the Exit Close-Out Date:

- (a) the Metered Volume for the Failed Daily Read Day shall (irrespective in the case of a Supply Meter Point comprised in an Interruptible Supply Point or whether Interruption was required on the Day or the same Day in the preceding week) be (in relation to Transporter Daily Read Equipment) assumed to be the same as the Metered Volume (whether determined under paragraph 4.3 or this paragraph 4.4.2(a)) for the same Day in the immediately preceding week; or
- (b) the Metered Volume for the Failed Daily Read Day shall be (in relation to User Daily Read Equipment) assumed to be the same as the Metered Volume (whether determined under paragraph 4.3 or this paragraph 4.4.2(b)) for the same Day in the immediately preceding week: or
- (c) where not available, the Annual Quantity for the DM Supply ~~Meter~~ Point divided by 365; or
- (d) when an NDM Supply ~~Meter~~ Point becomes a DM Supply ~~Meter~~ Point with User Daily Read Equipment installed and where an Opening Meter Reading is not provided, then a notional Meter Reading shall be provided as the Opening

Modification 0428: Single Supply Meter Points

Meter Reading as though a Meter Reading had been obtained on the Supply Point Registration Date, by reference to an assumed Meter Volume derived from the NDM Supply Point Demand; and

- (e) there will be a subsequent DM Reconciliation in accordance with Section E6.
- 4.4.3 Where a Day is a Failed Daily Read Day, except in the circumstances in paragraph 4.4.5(a), irrespective of the Metered Quantity derived from the assumed Metered Volume determined under paragraph 4.4.2, the Day shall not be a Ratchet Day (in accordance with Section B4.7).
- 4.4.4 After a Failed Daily Read Day, upon the restoration of operation of the Transporter Daily Read Equipment or, in the case of User Daily Read Equipment, the receipt by the Transporter of Valid Meter Readings from the User (except where paragraph 1.9 applies), the Transporter will determine:
- (a) the volume offtaken on such Day, by reference to a Valid Meter Reading then obtained, in accordance with paragraph 4.4.5; and
 - (b) for the purposes of DM Reconciliation, the amount (the "**Failed Daily Read Reconciliation Volume**") by which the Metered Volume assumed under paragraph 4.4.2 is greater (in which case such amount shall be positive) or less (in which case such amount shall be negative) than the volume determined under paragraph (a).
- 4.4.5 For the purposes of paragraph 4.4.4(a):
- (a) where:
 - (i) the reason for the earlier failure to obtain Valid Meter Readings for the Failed Daily Read Day was the failure of that part of the Daily Read Equipment referred to in paragraph 4.1.2(b) and not the part referred to in paragraph 4.1.2(a) (in respect of Transporter Daily Read Equipment) or in paragraph 4.1.2(a) (in respect of User Daily Read Equipment): and
 - (ii) accordingly, Valid Meter Readings are later obtained for the Failed Daily Read Day from either Transporter Daily Read Equipment or User Daily Read Equipment (as the case may be)the volume offtaken on the Day shall be the Metered Volume determined on the basis of such Valid Meter Readings;
 - (b) except as provided in paragraph (a) and in respect of both Transporter Daily Read Equipment and User Daily Read Equipment:
 - (i) the Metered Volume for the period of all of the consecutive Failed Meter Read Days will be determined (on the basis of the Valid Meter Reading obtained for the start of the first such Day and for the end of the last such Day under paragraph 4.3 or paragraph (a) above); and
 - (ii) such Metered Volume will be apportioned between such Days in the proportions of the assumed Metered Volumes under paragraph 4.4.2.

Modification 0428: Single Supply Meter Points

4.5 Provision of Meter Readings to Users

- 4.5.1 Paragraph 5 shall apply in respect of the provision by the Transporter to Users of Meter Readings from Daily Read Supply Meters.
- 4.5.2 Paragraph 6 shall apply in respect of the provision by the User to the Transporter of Meter Readings from Daily Read Supply Meters.

4.6 User or consumer access to Daily Read Equipment

- 4.6.1 Where Daily Read Equipment is furnished and installed by the Transporter in accordance with paragraph 4.1.4 the Transporter will, upon request by the Registered User and provided it is operationally feasible to do so make available to the Registered User, readings received from the Daily Read Equipment in respect of each hour of a Day, and provide such readings to the User at four hourly intervals.
- 4.6.2 Data obtained by the Registered User or consumer under paragraph 4.6 shall have no significance for the purposes of the Code.

4.7 DM Check Read

- 4.7.1 The:
 - (a) Transporter will at intervals of approximately 12 months, or as soon as reasonably practicable following a Supply Meter Point first becoming a Shared Supply Meter Point, and may on other occasions on which it undertakes an inspection, repair or maintenance of the Transporter Daily Read Equipment, arrange an On-Site Meter Read (a "**Transporter DM Check Read**") in respect of each Daily Read Supply Meter;
 - (b) User will at intervals of approximately 12 months and may on other occasions on which it undertakes an inspection, repair or maintenance of the User Daily Read Equipment, arrange an On-Site Meter Read (a "**User DM Check Read**") in respect of each Daily Read Supply Meter. Where DM Reconciliation is required following the submission of a User DM Check Read pursuant to Section E6.1.2, the User shall send notification and provide necessary information to the Transporter before the next Actual Read but no later than the 5th Day thereafter;
 - (c) where the notification has been received in relation to a User DM Check Read by the Transporter pursuant to paragraph 4.7.1(b) but Valid Meter Readings have not been received by the Transporter on the Day, then an estimate will be provided by the Transporter.
- 4.7.2 The Registered User shall use best endeavours to secure that the Transporter is given such access to the Supply Point Premises and the Supply Meter as it reasonably requires to carry out a DM Check Read.
- 4.7.3 In respect of any DM Check Read the Metered Volume will be determined by reference to the period to the date of such Meter Read from the date of the preceding DM Check Read.
- 4.7.4 Where upon a DM Check Read the Metered Quantity differs from the sum (the

Modification 0428: Single Supply Meter Points

"previous metered quantity") of the Metered Quantities determined in accordance with the foregoing provisions of this paragraph 4 (including paragraph 4.4) for each Day of the period referred to in paragraph 4.7.3 by the thresholds indicated in the table below for User Daily Read Equipment and in relation to Transporter Daily Read Equipment more than 100,000 kWh (3,413 therms), the Transporter will determine and notify to the Registered User:

- (a) the amount of such difference; and
- (b) for each Day in such period, a part (the "**DM Check Reconciliation Volume**", which shall be positive where the previous metered quantity exceeds the Metered Quantity in respect of the DM Check Read, and otherwise negative) of the amount determined under paragraph (a), in accordance with paragraph 4.7.5
- (c) where the notification has been received but Valid Meter Readings not received by the Transporter on the same day as the date of such notification, then an estimate will be provided by the Transporter.

MPAQ Band (kWh)	DM Check Reconciliation Volume (kWh)
0 - 732,000	N/A
732,001 – 2,196,000	10,000
2,196,001 – 5,860,000	20,000
5,860,001 – 14,650,000	40,000
14,650,001 – 29,300,000	60,000
29,300,001 – 58,600,000	80,000
>58,600,000	N/A

- 4.7.5 For the purposes of paragraph 4.7.4(b) the amount determined under paragraph 4.7.4(a) will be apportioned to Days in the relevant period in the same proportions as the Metered Volumes determined for such Days under paragraphs 4.2 and 4.4.
- 4.7.6 DM Reconciliation in respect of the DM Check Reconciliation Volume for each Day will be carried out in accordance with Section E6.3.
- 4.7.7 The User shall provide 5 Day's notice to the Transporter of its intention to arrange a User DM Check Read in relation to a Primary or Sub-Deduct Supply Meter Point with User Daily Read Equipment installed.

4.8 Daily Read Errors

- 4.8.1 For the purposes of this paragraph 4.8:
 - (a) there is a "**Daily Read Error**" in respect of a Daily Read Supply Meter on a Day where, by reason of the Daily Read Equipment not functioning correctly, and not by reason of a failure of any other part of the Supply Meter Installation, the volume of gas which is determined on the basis of the Daily Meter Readings provided by the Transporter to the User in relation to Transporter Daily Read Equipment or by the User to the Transporter in relation to User Daily Read Equipment (pursuant to paragraphs 4.5.1 and 4.5.2 respectively) differs from the metered consumption;
 - (b) "**metered consumption**" is the volume of gas which was offtaken from the

Modification 0428: Single Supply Meter Points

Total System at the Supply Meter Point on the Day, as registered by the Supply Meter and any convertor (and not what is determined by reference to the Daily Meter Readings obtained by the Daily Read Equipment);

- (c) where the Supply Meter Installation includes a convertor, references to volume are to volume as converted for temperature and/or pressure by such convertor;
- (d) Daily Read Equipment functions correctly where it functions within a tolerance of accuracy of 1%;
- (e) a reference to Transporter Daily Read Equipment shall include a reference to the elements of UK Link by which messages sent by Transporter Daily Read Equipment located at the Supply Point Premises only are processed and submitted as Daily Meter Readings to the Registered User.

4.8.2 In respect of any Day (a "**Daily Read Error Day**"), other than a Failed Daily Read Day, a User may until the 5th Day after the Day on which the Transporter provided to the User the Daily Meter Readings in respect of a Relevant Daily Read Supply Meter or when the User provided to the Transporter the Daily Meter Readings in respect of a Relevant Daily Read Supply Meter (as the case may be), give notice ("**Daily Read Error Notice**") to the Transporter:

- (a) to the effect that (notwithstanding validation under paragraph 1.5) the User considers that there was a Daily Read Error on the Day; and
- (b) specifying the volume (the "**User Volume Estimate**") which the User considers to have been the metered consumption on the Day.

4.8.3 Where a User gives a Daily Read Error Notice in relation to Transporter Daily Read Equipment:

- (a) the Transporter will, as soon as reasonably practicable and wherever possible within 3 Business Days after such notice, ascertain whether the elements of UK Link referred to in paragraph 4.8.1(e) are functioning correctly, and (if they are) visit and (subject to being given sufficient access) to the Supply Meter Installation and/or the Daily Read Equipment) inspect the Transporter Daily Read Equipment;
- (b) upon or as soon as reasonably practicable after its inspection, the Transporter will provide to the User a notice stating:
 - (i) whether in the Transporter's judgement the Transporter Daily Read Equipment is functioning correctly; and
 - (ii) where in the Transporter's judgement the Transporter Daily Read Equipment is not functioning correctly, the Transporter's estimate (the "**Transporter's Volume Estimate**"), in accordance with paragraph 4.8.4 where applicable, and after taking account of the User Volume Estimate, of what was the metered consumption for the Daily Read Error Day, and the basis for its estimate;
- (c) notwithstanding the Daily Read Error Notice and the Transporter's notice under paragraph (b) in relation to Transporter Daily Read Equipment only, except as

Modification 0428: Single Supply Meter Points

provided in paragraph 4.8.8 the volume determined by reference to the Daily Meter Readings shall be used to determine the User's UDQO for the purposes of the Code;

- (d) subject to paragraph (c), and unless otherwise agreed, the Transporter's statement under paragraph (b) will be final and its estimate will apply for the purposes of paragraph 4.8.10 unless within 5 Business Days after the Transporter's notice under paragraph (b) the User gives notice ("**rejection notice**") to the Transporter that the User does not accept the Transporter's judgement under paragraph (b)(i) or its estimate under paragraph (b)(ii);
- (e) upon receiving the rejection notice, the Transporter will enter into a dialogue with the User to attempt to resolve the difference. Where such resolution is not promptly achieved and in any event within 5 Business Days following receipt of the rejection notice, paragraph 4.8.6 will apply;
- (f) where correction of the fault (by repair or replacement of the Transporter Daily Read Equipment) is not possible at the same time as the inspection, the Transporter will correct such fault as soon as possible following such inspection.

4.8.4 Where the Daily Read Equipment is found not to be functioning correctly, and it is not apparent when the equipment started to function incorrectly:

- (a) in relation to Transporter Daily Read Equipment, unless the Transporter and the User otherwise agree it shall be assumed (for the purposes of estimating the metered consumption for the Daily Read Error Day) that such equipment started to function incorrectly half way through the period from when the equipment was last inspected by the Transporter (whether pursuant to this paragraph 4.8 or any annual or other maintenance inspection) to the Day of the Transporter's inspection under paragraph 4.8.3(a); and
- (b) in relation to User Daily Read Equipment, it shall be assumed (for the purposes of estimating the metered consumption for the Daily Read Error Day) that such equipment started to function incorrectly half way through the period from when the equipment was last inspected by the User (whether pursuant to this paragraph 4.8 or any annual or other maintenance inspection) to the Day of the Transporter's inspection under paragraph 4.8.3(a).

4.8.5 The costs and expenses incurred by the Transporter in carrying out the inspection pursuant to paragraph 4.8.3(a) shall be borne:

- (a) by the User, if the amount of the User Volume Estimate differs from the volume determined by reference to the Daily Meter Readings by less than 10%;
- (b) except as provided in paragraph (a):
 - (i) where the User did not give a rejection notice:
 - (1) by the User where in the Transporter's judgement the Transporter Daily Read Equipment was functioning correctly; and
 - (2) otherwise by the Transporter;

Modification 0428: Single Supply Meter Points

- (ii) where the User gave rejection notice:
 - (1) by the Transporter, where it was agreed or the expert determined that the Transporter Daily Read Equipment was not functioning correctly (under paragraph 4.8.6(a)(i)) or it was agreed or the expert determines under paragraph 4.8.6(a)(ii) that the metered consumption was closer to the User Volume Estimate than to the the Transporter Volume Estimate; and
 - (2) otherwise by the User:

4.8.6 Where the User gives a rejection notice, then unless the Transporter and the User agree otherwise:

- (a) there shall be referred to Expert Determination the following questions:
 - (i) whether the Transporter Daily Read Equipment was functioning correctly, unless in the Transporter's judgement (under paragraph 4.8.3(b)(i)) it was not; and
 - (ii) unless the expert determines that the Transporter Daily Read Equipment was functioning correctly, what is the best available estimate (in accordance with paragraph 4.8.4 where applicable) of the metered consumption;
- (b) the costs of the expert shall (notwithstanding any contrary provision of GT Section A) be borne by the User where:
 - (i) the expert determines (under paragraph (a)(i)) that the Daily Read Equipment was functioning correctly; or
 - (ii) the metered consumption determined (under paragraph (a)(ii)) by the expert was closer to the the Transporter Volume Estimate than to the User Volume Estimate;

and otherwise by the Transporter.

4.8.7 Where:

- (a) a User has submitted a Daily Read Error Notice in respect of a Day; and
- (b) the User considers that there was a Daily Read Error in respect of any subsequent Day, up to:
 - (i) the Day of the Transporter's inspection under paragraph 4.8.3(a); or
 - (ii) (where the Transporter Daily Read Equipment is found not to be functioning correctly) the Day of its repair or replacement under paragraph 4.8.11,

then unless the Transporter agrees otherwise the further provisions of this paragraph 4.8 shall not apply in relation to such subsequent Day unless the User gives a Daily Read Error Notice for such Day, but the giving of such notice shall not require a further inspection pursuant to paragraph 4.8.3.

4.8.8 For the purposes of determining the User's UDQO, where a User submits a Daily Read

Modification 0428: Single Supply Meter Points

Error Notice not later than the Exit Close-out Date in relation to the Daily Read Error Day:

- (a) if by the Exit Close-out Date:
 - (i) (in relation to Transporter Daily Read Equipment) the Transporter has undertaken an inspection under paragraph 4.8.3(a); and
 - (ii) (in relation to Transporter Daily Read Equipment) the User has informed the Transporter that it accepts the Transporter's Volume Estimate notified by the Transporter under paragraph 4.8.3(b)
the value of the Metered Quantity derived from the Transporter's Volume Estimate shall be substituted for the value of the Metered Quantity derived from the original Daily Meter Readings;
- (b) the Transporter may (before the Exit Close-out Date) by agreement with the User substitute, for the value of the Metered Quantity derived from the original Daily Meter Readings, the value derived from the User Volume Estimate or such other value as the Transporter and the User shall agree.

4.8.9 The

- (a) Transporter may also agree with the User to adjust (for the purposes of determining the User's UDQOs) the Metered Quantity determined for each Day after the first Daily Read Error Day, until the Day referred to in paragraphs 4.8.7(b)(i) or (ii), on a basis reflecting an agreed degree of error; and
- (b) the User may submit the assumed Metered Quantity determined for each Day after the first Daily Read Error Day until the User's inspection in accordance with paragraph 4.8.4(b).

4.8.10 Except in a case where a substituted or adjusted value of the Metered Quantity was (before the Exit Close-out Date) used pursuant to paragraph 4.8.8 or 4.8.9, upon the estimated metered consumption being agreed or established (pursuant to paragraph 4.8):

- (a) the Transporter will determine (as nearly as may be) the Metered Quantity ("**Error Revised Quantity**") for the Day on the basis of such metered consumption; and (if applicable)
- (b) revisions and adjustments will be made in accordance with Sections B1.11, E3.5 and F1.4.

4.8.11 Where it is agreed or determined that the Daily Read Equipment is not functioning correctly, the Transporter in relation to Transporter Daily Read Equipment or the User in relation to User Daily Read Equipment will at its expense as soon as is reasonably practicable (but subject to paragraph 5.2.4) repair or replace the Transporter Daily Read Equipment or the User Daily Read Equipment as the case may be.

4.8.12 For the purposes of paragraph 5 (and notwithstanding paragraph 4.2.3), where a User gives a Daily Read Error Notice relating to Transporter Daily Read Equipment:

- (a) subject to paragraph (b), where:
 - (i) in the Transporter's judgement (in accordance with paragraph 4.8.3(b))

Modification 0428: Single Supply Meter Points

the Transporter Daily Read Equipment is not functioning correctly;

- (ii) by agreement between the Transporter and the User pursuant to paragraph 4.8.8(b) a substituted Metered Quantity has been used, or an estimate of metered consumption, other than the metered consumption derived from the original Daily Meter Readings, has been agreed by the Transporter and the User for the purposes of paragraph 4.8.10

the Daily Meter Readings provided in respect of the Daily Read Error Day shall not be Valid Meter Readings;

- (b) where the Metered Quantity for any of the next 6 Days following the first Daily Read Error Day has (by agreement between the Transporter and the User pursuant to paragraph 4.8.9) been adjusted, the Daily Meter Readings provided by the Transporter for such Days shall be deemed for the purposes of paragraphs 5.2.1 and 5.2.2 to be Valid Meter Readings;
- (c) where in the Transporter's judgement the Transporter Daily Read Equipment is functioning correctly and the User gave a rejection notice:
 - (i) the Daily Meter Readings for the Daily Read Error Day, and (subject to paragraph (ii)) for subsequent Days, shall be Valid Meter Readings (if otherwise valid in accordance with paragraph 4.2.3);
 - (ii) where the expert determines that the Transporter Daily Read Equipment is not functioning correctly, the Daily Meter Readings provided in respect of each Daily Read Error Day, from the Day on which the expert made known his determination to the Transporter until such time as the Transporter has repaired or replaced the Transporter Daily Read Equipment in accordance with paragraph 4.8.11, shall not be Valid Meter Readings.

4.9 Telemetry equipment

4.9.1 By agreement between the Transporter and the Registered User or the consumer, telemetry equipment may be installed at a Supply Meter instead of such equipment as is described in paragraph 4.1.2.

4.9.2 Subject to any conflicting provisions of Supply Point Network Exit Provisions, a reference to Daily Read Equipment includes telemetry equipment where installed at a Supply Meter, and this paragraph 4 shall apply (so far as capable of applying, and except as may otherwise be agreed by the Transporter and the Registered User or consumer) in respect of such telemetry equipment; but paragraph 5 shall not apply in respect of a Supply Meter at which telemetry equipment is installed.

5 PROVISION OF TRANSPORTER DAILY READ METER READINGS TO USERS

5.1 General

5.1.1 For the purposes of this paragraph 5:

- (a) subject to paragraphs 5.1.2, 5.1.3 and 5.2.3, for any User a "**Performance Relevant Supply Meter**" is:

Modification 0428: Single Supply Meter Points

- (i) a Relevant Supply Meter which at 1 March 1996 was subject to the Daily Read Requirement pursuant to Section G1.5.2(a) or (c) or (where the request referred to in Section G1.5.7 was made before 1 January 1996) Section G1.5.2(b); and
- (ii) with effect from the date upon which the the Supply Point in which the relevant Supply Meter Point is comprised) becomes a DM Supply ~~Meter~~ Point, any other Supply Meter at which for the time being Transporter Daily Read Equipment is installed and has become operational (in accordance with paragraph 4.1.6)

in either case until such time (if any) at which the Registered User makes an election pursuant to Section G1.5.5 that the Supply Meter cease to be Daily Read;

- (b) in relation to a Performance Relevant Supply Meter, Valid Meter Readings (for the start and end of a Day) shall be counted as one Valid Meter Reading;
- (c) where a single item of Daily Read Equipment is installed and has become operational (in accordance with paragraph 4.1.6) in connection with more than one Performance Relevant Supply Meter:
 - (i) the Transporter will be treated as providing Valid Meter Readings only where it provides a Valid Meter Reading in respect of each such Supply Meter;
 - (ii) without prejudice to paragraph (i), for all other purposes of this paragraph 5 all of such Supply Meters collectively shall be counted as a single Performance Relevant Supply Meter, and all of the Valid Meter Readings for a Day in respect thereof shall be counted as a single Valid Meter Reading; and accordingly payments made by reference to a Performance Relevant Supply Meter or the number of such Supply Meters shall be made by reference to an item of Daily Read Equipment or the number of such items;
- (d) a Performance Relevant Supply Meter will not be treated as one in relation to which the Transporter did not provide a Valid Meter Reading where the Transporter was unable to provide a Valid Meter Reading in respect of such Performance Relevant Supply Meter by reason of Force Majeure;
- (e) a Performance Relevant Supply Meter will not be treated as one in relation to which the Transporter did not provide a Valid Meter Reading in respect of such Performance Relevant Supply Meter where the Transporter was unable to provide a Valid Meter Reading by reason of:
 - (i) failure or unavailability of the Supply Meter Installation in which the Performance Relevant Supply Meter is contained; or
 - (ii) the Transporter is unable to perform any of the activities in paragraph 4.1.4 due to the failure of the Registered User to comply with the Transporter's request in accordance with paragraph 4.1.9 in respect of its Daily Read Equipment and/or the Supply Meter Installation; or
 - (iii) Meter Information in respect of such Performance Relevant Supply

Modification 0428: Single Supply Meter Points

Meter relevant to the calculation by the Transporter of the Metered Quantity being absent, out of date or subsequently found to be incorrect, which has or should have been provided in accordance with Section M, paragraph 3.2.

- (f) A Performance Relevant Supply Meter will be treated as one in relation to which the Transporter did not provide a Valid Meter Reading in respect of such Performance Relevant Supply Meter where the Transporter was unable to provide a Valid Meter Reading by reason of failure or unavailability of the Special Meter Supply Meter Installation in which the Performance Relevant Supply Meter is contained.

5.1.2 Where:

- (a) a User has given a Daily Read Error Notice, or it appears to the Transporter that the Daily Read Equipment may not be functioning correctly
- (b) the Transporter has, upon reasonable notice to the User, sought to arrange or gain access (pursuant to paragraph 2.2.2(c)(iii)) at a reasonable time to the relevant premises for the purposes of inspecting, and/or repairing or replacing, the Daily Read Equipment but has been unable to gain access to the relevant premises or to the Daily Read Equipment; and
- (c) the Transporter has promptly notified the Registered User, providing details of the circumstances in which it was unable to arrange or gain access, and requesting that such access be arranged at a reasonable time,

the relevant Supply Meter(s) shall not be a Performance Relevant Supply Meter until such time as the Transporter has been given such access as it may reasonably require for the purposes of such inspection, repair or replacement.

5.1.3 Where, upon an inspection (pursuant to a Daily Read Error Notice or otherwise) of Daily Read Equipment, the Transporter finds that there is a failure or unavailability of the Supply Meter Installation and this is the cause of the Daily Read Equipment not functioning correctly:

- (a) the Transporter shall so notify the Registered User promptly after its inspection;
- (b) where the Registered User receives notice under paragraph 5.1.3 or otherwise becomes aware of a failure or unavailability of the Supply Meter Installation that may impact on the Transporter's ability to procure accurate and timely Valid Daily Meter Readings, the Registered User will promptly advise the Transporter when it becomes aware of such failure or unavailability;
- (c) in the event of (a) or (b) the User will:
 - (i) promptly arrange for the repair/replacement of the Supply Meter Installation by a competent person;
 - (ii) notify the Transporter when the Supply Meter Installation has been repaired or replaced;
 - (iii) unless the Supply Meter Installation has been repaired or replaced, no later than one month after either of the events in (a) or (b) inform the

Modification 0428: Single Supply Meter Points

Transporter of the date by which the User is expecting the Supply Meter Installation to be repaired or replaced and thereafter notify the Transporter of any changes to the expected date;

- (d) upon notification that a Supply Meter Installation has been repaired/replaced, the Transporter will arrange for the prompt resynchronisation of the Daily Read Equipment;
- (e) with effect from the Day of the Transporter's inspection, or if later from the 5th Business Day before the Transporter's notification to the User under paragraph (a), and until such time as the Supply Meter Installation has been repaired or replaced and resynchronised, the Supply Meter will not be a Performance Relevant Supply Meter.

5.1.4 Where, upon an inspection (pursuant to a Daily Read Error Notice or otherwise) of Transporter Daily Read Equipment, the Transporter finds that there is a failure or unavailability of the Special Metering Supply Meter Installation and this is the cause of the Daily Read Equipment not functioning correctly:

- (a) where the Transporter is not National Grid and National Grid has provided and installed such Special Metering Supply Meter Installation, it shall so notify National Grid promptly after its inspection;
- (b) where National Grid receives notice under paragraph 5.1.4 or otherwise becomes aware of a failure or unavailability of such Special Metering Supply Meter Installation that may impact on the Transporter's ability to procure accurate and timely Valid Daily Meter Readings, National Grid will promptly advise the Transporter when it becomes aware of such failure or unavailability;
- (c) in the event of (a) or (b) National Grid will:
 - (i) promptly arrange for the repair/replacement of such Special Metering Supply Meter Installation by a competent person;
 - (ii) notify the Transporter when such Special Metering Supply Meter Installation has been repaired or replaced;
 - (iii) unless such Special Metering Supply Meter Installation has been repaired or replaced, no later than one month after either of the events in (a) or (b) inform the Transporter of the date by which National Grid is expecting such Special Metering Supply Meter Installation to be repaired or replaced and thereafter notify the Transporter of any changes to the expected date;
- (d) upon notification that such Special Metering Supply Meter Installation has been repaired/replaced, the Transporter will arrange for the prompt resynchronisation of the Daily Read Equipment.

5.2 Provision of Meter Readings

5.2.1 The Transporters will provide not less than 97.5% of the required number of Valid Meter Readings to each User, in respect of each month in each case not later than 11:00 hours on the Day following the Day to which the relevant Meter Reading relates; and

Modification 0428: Single Supply Meter Points

for the purposes of this paragraph, the required number of Valid Meter Readings in respect of a User in a month is the sum of the numbers of the Performance Relevant Supply Meters of the User on each Day of such month.

- 5.2.2 Subject to paragraph 5.2.3, if in respect of any month the Transporters do not comply with the requirement in paragraph 5.2.1, the aggregate amount payable to the User shall be an amount calculated as:

$$((0.975 * A) - B) * £30$$

where for the relevant month:

- A is the sum for all Days in the month of the number of the User's Performance Relevant Supply Meters;
- B is the sum for all Days in the month of the number of Valid Meter Readings in respect of the User's Performance Relevant Supply Meters which the Transporters provided by 11:00 hours on the following Day which shall be invoiced and payable in accordance with Section S (Users).

- 5.2.3 In respect of each Performance Relevant Supply Meter, if for each of 4 consecutive Days the Transporter does not provide to a User a Valid Meter Reading by 11:00 hours on the Day following each such Day then for each further Day (after the 4th) for which the Transporter fails to provide a Valid Meter Reading by 11:00 hours on the following Day:

- (a) the Transporter will pay to the User (subject to paragraph 5.2.4) £75; and
- (b) such Meter shall not be counted as a Performance Relevant Supply Meter for the purposes of paragraph 5.2.2.

- 5.2.4 In the case of a Shared Supply Meter Point the amount payable to a User pursuant to paragraph 5.2.3 will be the amount specified under that paragraph divided by the number of Sharing Registered Users.

- 5.2.5 For the purposes of Section V10, the rules in paragraphs 5.2.2 and 5.2.3 are Compensation Rules within Compensation Group A; and in relation thereto the 'payment month' is the second month following:

- (a) for the purposes of paragraph 5.2.2, the relevant month;
- (b) for the purposes of paragraph 5.2.3, that in which the relevant Day fell.

6 PROVISION OF USER DAILY READ METER READINGS TO TRANSPORTERS

- 6.1.1 The User will provide not less than 97.5% of the required number of Valid Meter Readings to the Transporter, in respect of each month in each case not later than 10:00 hours on the Day following the Day to which the relevant Meter Reading relates (otherwise they will be processed on the following Day); and for the purposes of this paragraph, the required number of Valid Meter Readings in respect of a User in a month is the sum of the numbers of the Performance Relevant Supply Meters of the User on

Modification 0428: Single Supply Meter Points

each Day of such month.

- 6.1.2 Where a Valid Meter Reading provided pursuant to paragraph 6.1 is accepted by a Transporter, it may not be replaced by the User.
- 6.1.3 If in respect of any month the Users do not comply with the requirement in paragraph 6.1.1(a), the aggregate amount payable by the User shall be an amount calculated as:

$$((0.975*A) - B*£2)$$

where for the relevant month:

A is the sum for all Days in the month of the number of the User's Performance Relevant Supply Meters;

B is the sum for all Days in the month of the number of Valid Meter Readings in respect of the User's Performance Relevant Supply Meters which the Transporters received from the User by 10:00 hours on the following Day which shall be invoiced and payable in accordance with Section S (Users)

save that Opening Meter Readings shall be excluded from the above calculation.

- 6.1.4 Where paragraph 4.4.2 applies, the Registered User may replace the notional Meter Reading in relation to the DM Supply ~~Meter~~ Point with User Daily Read Equipment installed with a Valid Meter Reading until the Exit Close-Out Date.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION N - SHRINKAGE

1 GENERAL

1.1 Introduction

- 1.1.1 For the purposes of the Code, "**shrinkage**" means gas in a System which is used by the Transporter in connection with the operation of, or which is unaccounted for as offtaken from, a System; and, where the context admits, a reference to shrinkage includes the quantity of such gas.
- 1.1.2 Shrinkage will be for the account of the relevant Shrinkage Provider in accordance with paragraph 4.
- 1.1.3 Shrinkage quantities will be determined separately for the NTS and each LDZ.
- 1.1.4 Shrinkage comprises own use gas in accordance with paragraph 1.2 and unaccounted for gas in accordance with paragraph 1.3.

1.2 Own use gas

For the purposes of this Section N own use gas is gas used by National Grid NTS in connection with the operation of the NTS ("**NTS own use gas**") or by a DN Operator in connection with the operation of an LDZ ("**LDZ own use gas**"), including gas used in running compressors and gas used for preheating.

1.3 Unaccounted for gas

- 1.3.1 For the purposes of this Section N, unaccounted for gas is gas which is lost or otherwise not accounted for as offtaken from the NTS ("**NTS unaccounted for gas**") or from an LDZ ("**LDZ unaccounted for gas**"), including gas lost or unaccounted for by reason of unidentified theft, error in meter correction and leakage (including, in the case of an LDZ, gas vented in its operation) and (in respect of the NTS) CV shrinkage.
- 1.3.2 Shrinkage in a System shall:
- (a) include gas offtaken from the System which has been illegally taken:
 - (i) upstream of the point of offtake (in accordance with Section J3.7) at any System Exit Point (it being recognised the effect of Standard Condition 7(3) of the Transporter's Licence is that the rates of Transportation Charges may reflect the taking of such gas); and
 - (ii) subject to paragraph (b)(ii), at or at a point downstream of the point of offtake at a System Exit Point, in a case in which the Transporter is (pursuant to paragraph 9(2) of the Gas Code) entitled to recover the value of the gas;

Modification 0428: Single Supply Meter Points

- (b) not include gas offtaken from the System:
 - (i) except as provided in paragraph (a)(ii), illegally taken at or downstream of the point of offtake at any System Exit Point (but without prejudice to Section E3.5.2 or to any reduction of Transportation Charges pursuant to Standard Condition 7(3) of the Transporter's Licence); and
 - (ii) taken at (or at a point downstream of) the point of offtake, at a Supply Meter Point of which the Registered User has ceased to be a User pursuant to Section V4.3, except in a case where, after the Supply Meter Point has been Isolated, the Transporter becomes (pursuant to paragraph 9(2) of the Gas Code) entitled to recover the value of the gas.

1.4 Determination of shrinkage

1.4.1 In accordance with this Section N, shrinkage will be:

- (a) estimated for each Day (before and after the Day) on the basis of (in the case of the NTS) the NTS Shrinkage Factor, and (in the case of an LDZ) the applicable LDZ Shrinkage Quantity, in each case as determined before the Day; and
- (b) subsequently assessed, on the basis of information available after the Day;

and references respectively to estimated and assessed shrinkage shall be construed accordingly.

1.4.2 The "**NTS Daily Quantity Delivered**" is the Total System Daily Quantity Delivered less the sum of the Entry Point Daily Quantities Delivered in respect of any LDZ System Entry Points.

1.4.3 The "**NTS Shrinkage Factor**" is a factor determined before each Day by which the shrinkage attributable to any gas flow in the NTS on that Day may be estimated.

1.4.4 The "**LDZ Shrinkage Quantity**" in relation to an LDZ and a period is the estimated average daily shrinkage attributable to that LDZ in that period.

1.4.5 The "**Daily Shrinkage Quantity**" is the estimated shrinkage in the NTS or an LDZ on a Day, determined:

- (a) in respect of the NTS, as the NTS Shrinkage Factor multiplied by the NTS Daily Quantity Delivered;
- (b) in respect of an LDZ, as equal to the applicable LDZ Shrinkage Quantity.

1.4.6 Differences between assessed shrinkage and estimated shrinkage for any period will (in accordance with the further provisions of this Section N) be taken into account:

- (a) in the case of the NTS, in the NTS Shrinkage Factors for Days subsequent to that period;
- (b) in the case of an LDZ, by reconciliation and adjustment in relation to that

Modification 0428: Single Supply Meter Points

period.

1.5 DNO Users

In this Section N references to Users exclude, except in relation to paragraph 4, DNO Users.¹

2 NTS SHRINKAGE

2.1 NTS Shrinkage Factor

2.1.1 For the purposes of establishing the "**NTS Shrinkage Factor**", National Grid NTS will estimate each Day, the quantity of NTS own use gas, NTS unaccounted for gas and CV Shrinkage on the following Day.

2.1.2 The NTS Shrinkage Factor for a Day will be determined (by reference to expected gas flows in the NTS on the Day) on the basis of the estimates (for that Day or the month in which it occurs) under paragraph 2.1.1 of NTS own use gas and NTS unaccounted for gas, adjusted in respect of differences (insofar as not taken into account in determining NTS Shrinkage Factors for any earlier Day(s)) between the Daily Shrinkage Quantity and assessed NTS shrinkage for Days in the preceding month as determined under paragraph 2.3.

2.2 Notification of NTS Shrinkage Factor

2.2.1 The NTS Shrinkage Factor for the Gas Flow Day will be made available to Users not later than 13:30 hours on the Preceding Day.

2.2.2 National Grid NTS will provide to Users not later than 1 March in the Preceding Formula Year, for each month in the Formula Year, a provisional forecast of the NTS Shrinkage Factor to apply in such month.

2.2.3 The forecasts of NTS Shrinkage Factors under paragraph 2.2.2 are indicative only and will not bind National Grid NTS, the NTS Shrinkage Provider or Users.

2.3 Assessed NTS Shrinkage

2.3.1 Assessed NTS shrinkage for a Day will be determined as the NTS Daily Quantity Delivered less the aggregate of the LDZ Daily Input Quantities for each LDZ, the Supply Meter-Point Daily Quantities for each NTS Supply-Meter Point and the CSEP Daily Quantity Offtaken for each NTS Connected System Exit Point, adjusted by the amount of the change in NTS linepack for the Day.

2.3.2 National Grid NTS will assess NTS shrinkage for each Day in each month, and provide to Users details of the average assessed NTS shrinkage for Days in that month, not later than the 16th Day of the following month.

3 LDZ SHRINKAGE

3.1 LDZ Shrinkage Quantity

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.6.

Modification 0428: Single Supply Meter Points

- 3.1.1 Subject to paragraph 3.1.3, for the purposes of establishing the "**LDZ Shrinkage Quantity**" applicable in respect of a relevant LDZ, the Transporter will estimate by 1 March in the Preceding Formula Year, the aggregate amounts of LDZ own use gas and LDZ unaccounted for gas for that LDZ in the Formula Year.
- 3.1.2 Subject to paragraph 3.1.3, the LDZ Shrinkage Quantity for each Formula Year will be determined as the aggregate of the estimated amounts under paragraph 3.1.1 of own use gas and unaccounted for gas in the LDZ for the Formula Year, divided by the number of Days in the Formula Year.
- 3.1.3 When the Transporter determines that the basis on which it estimates LDZ unaccounted for gas is sufficiently robust to permit its valid estimation more frequently than annually, the Transporter will increase (after giving Users not less than 30 Days' notice) the frequency with which it estimates LDZ unaccounted for gas, and accordingly reduce the period by reference to which adjustments are made for differences between estimated and assessed LDZ unaccounted for gas.
- 3.1.4 The Transporters will, not later than 1 January in the Preceding Formula Year, submit to all Users:
- (a) the estimated LDZ Shrinkage Quantity for each LDZ for the Formula Year;
 - (b) the methodology by which the estimate was determined
- and Users may submit to a Transporter representations in respect of the estimated LDZ Shrinkage Quantity for up to but not later than 1 February in the Preceding Formula Year.
- 3.1.5 Between 1 and 15 February in the Preceding Formula Year, the Transporters:
- (a) will review any representations made by Users under paragraph 3.1.4;
 - (b) will consult, so far as the Transporters deem appropriate, with any User in respect of any representations made by it or any other User;
 - (c) may convene meetings with any User or Users for the purposes of such consultation.
- 3.1.6 The Transporters will make available to Users reasonable details of the representations made to them under paragraph 3.1.4 and consultations under paragraph 3.1.5 (but may do so by oral presentation at a meeting of Users convened under paragraph 3.1.5(c)), and shall be free to disclose to any User and the Authority any such representation and details of any such consultation.
- 3.1.7 Not later than 1 March in the Preceding Formula Year, the Transporters will submit to the Authority and all Users their final estimates of the LDZ Shrinkage Quantity for each LDZ for the Formula Year with such changes as they may on the basis of Users' representations and consultation under paragraphs 3.1.4 and 3.1.5 determine appropriate.
- 3.1.8 The LDZ Shrinkage Quantity for each LDZ applicable to the Formula Year shall be the estimate submitted under paragraph 3.1.7 unless upon the application of the Transporter or any User, made no later than 15 March, the Authority shall give Condition A11(18)

Modification 0428: Single Supply Meter Points

Disapproval to the Transporter applying a particular estimate of the LDZ Shrinkage Quantity, in which case the LDZ Shrinkage Quantity in the relevant LDZ shall be that applying in the Preceding Formula Year.

3.2 Notification of LDZ Shrinkage Quantity

3.2.1 Subject to paragraph 3.2.2, the LDZ Shrinkage Quantity for each relevant LDZ for the Formula Year will be notified to Users by the Transporter not later than 1 March in the Preceding Formula Year.

3.2.2 Where the frequency of estimation of LDZ Shrinkage Quantity is increased under paragraph 3.1.3:

- (a) the LDZ Shrinkage Quantity for each relevant LDZ will be notified to Users on a basis commensurate with such increased frequency;
- (b) references in this Section N to Formula Year, in the context of the LDZ Shrinkage Volume, shall be to such reduced period for which such estimate is made;
- (c) the Transporter will provide to Users, not later than 1 March in the Preceding Formula Year, a provisional forecast of the LDZ Shrinkage Quantity to apply in each relevant period in the Formula Year.

3.2.3 The forecast LDZ Shrinkage Quantities under paragraph 3.2.2(c) are indicative only and will not bind the relevant Transporter, the relevant Shrinkage Provider or Users.

3.3 Assessed LDZ Shrinkage

3.3.1 The Transporter will assess LDZ shrinkage in each relevant LDZ at intervals of approximately twelve months, on the basis of such historic information as may be available to it, by technical and statistical analysis including extrapolation of sampled information and identification of any long term trends.

3.3.2 The sources of the information referred to in paragraph 3.3.1 include:

- (a) as respects own-use gas, meter readings in respect of preheating facilities (where such facilities are metered);
- (b) as respects unaccounted for gas:
 - (i) as respects leakage, the data listed in paragraph 3.3.4;
 - (ii) as respects unidentified theft of gas, any evidence of significant changes in the occurrence of theft as compared with the assumption made previously.

3.3.3 The data referred to in paragraph 3.3.2(b)(i) is actual data in relation to the period relating to:

- (a) the measurement of pressure profiles in the LDZ;
- (b) conditioning of gas transported in the LDZ;

Modification 0428: Single Supply Meter Points

- (c) replacement of old pipework in the LDZ;
- (d) number of Supply Meter Points supplied in the LDZ;
- (e) above ground installations (AGIs) installed and in operation on the LDZ;
- (f) damage caused by third party interference with pipes comprised in the LDZ;
- (g) Calorific Value of gas transported in the LDZ;
- (h) the rate of leakage of gas from different kinds of asset comprising the LDZ; and
- (i) demand on the LDZ.

3.3.4 Not later than 31 July in each Formula Year, the Transporter will provide to Users a report setting out in respect of the Preceding Formula Year:

- (a) values (for the whole year and/or on an average daily basis) of assessed LDZ shrinkage for each relevant LDZ together with a summary of the statistics and information from which (as described in paragraph 3.3.1) such values were derived; and
- (b) a comparison of such assessed values with the values of LDZ shrinkage estimated before the Preceding Formula Year in accordance with paragraph 3.1.

3.4 LDZ Shrinkage Adjustment

3.4.1 Not later than 31 July in each Formula Year, the Transporters will in respect of the Preceding Formula Year review the assessed LDZ shrinkage for each LDZ established under paragraph 3.3.1, and the estimated LDZ Shrinkage for each LDZ established under paragraph 3.1, and where appropriate undertake a reconciliation in accordance with the LDZ Shrinkage Adjustment Methodology for the purposes of Section E7.6.

3.4.2 The "**LDZ Shrinkage Adjustments Methodology**" is the methodology from time to time established, published and revised by the Transporters (subject to prior approval by Panel Majority of the Uniform Network Code Committee) and issued to Users setting out the calculations for the reconciliation to be carried out under paragraph 3.4.1.

4 ACCOUNTING FOR SHRINKAGE

4.1 Shrinkage Provider

4.1.1 Shrinkage shall be for the account of the relevant Shrinkage Provider (and treated for certain purposes as gas deemed to be offtaken from a System) in accordance with this paragraph 4.

4.1.2 For the purposes of the Code:

- (a) "**Shrinkage Provider**" means the NTS Shrinkage Provider and an LDZ Shrinkage Provider;
- (b) in relation to the NTS the "**NTS Shrinkage Provider**" means National Grid NTS;

Modification 0428: Single Supply Meter Points

- (c) in relation to an LDZ the "**LDZ Shrinkage Provider**" means the relevant Transporter as DNO User

or any person to whom the responsibility for shrinkage in the relevant System has for the time being been assigned in accordance with paragraph 4.1.3.

- 4.1.3 In respect of a relevant System the Transporter may (by agreement with such person) assign to any person the responsibility for shrinkage in the System at any time and for any period and upon any terms as to payment or otherwise.

- 4.1.4 Where a person other than the relevant Transporter is Shrinkage Provider:

- (a) such person shall be required first to become a User of the NTS in accordance with Section V2;
- (b) if such person is or becomes a User for purposes other than those of Shrinkage Provider, it shall be a separate User of the NTS in its capacity as Shrinkage Provider and the provisions of paragraph 4.2 shall apply only in respect of such capacity as Shrinkage Provider.

4.2 Shrinkage Provider as User

- 4.2.1 A Shrinkage Provider shall be a User of the NTS, subject as provided in paragraph 4.2.2, and in relation to LDZ Shrinkage the NTS/LDZ Offtakes (in aggregate) in relation to an LDZ shall be deemed to be a System Exit Point for the purposes of the further provisions of this paragraph 4.

- 4.2.2 A Shrinkage Provider:

- (a) may purchase gas in respect of shrinkage:
 - (i) provided such terms include a requirement that the Shrinkage Provider and the counterparty shall give effect to the sale and purchase of shrinkage gas by making Trade Nominations in accordance with C5; and
 - (ii) save for the requirement in (i) above, on such other terms as it thinks fit;
- (b) may make Acquiring Trade Nominations and Disposing Trade Nominations in accordance with Section C5: provided always that a Shrinkage Provider may only make a Disposing Trade Nomination in respect of a Gas Day where the aggregate Trade Nomination Quantity of all Disposing Trade Nominations made by the Shrinkage Provider in respect of such Gas Day is less than or equal to the aggregate Trade Nomination Quantity of all Acquiring Trade Nominations made by the Shrinkage Provider in respect of the same Gas Day;
- (c) shall not be required to apply for and pay for NTS Exit Capacity, LDZ Capacity or Commodity Charges;
- (d) may post Market Offers;
- (e) subject to paragraph (f), will make or receive payments in respect of Balancing

Modification 0428: Single Supply Meter Points

Charges, in accordance with Section F; and

- (f) shall not be required to pay Scheduling Charges in respect of Output Nominations, nor to pay Balancing Neutrality Charges or Reconciliation Neutrality Charges.

4.2.3 For the avoidance of doubt, National Grid NTS may not take a Market Balancing Action for the purposes of buying or selling gas for the account of a Shrinkage Provider.

4.3 Shrinkage offtake

4.3.1 For the purposes of determining a Shrinkage Provider's Daily Imbalance in respect of any Day in accordance with Section E, the Daily Shrinkage Quantities for that Day shall be treated as quantities offtaken by the Shrinkage Provider (and accordingly shall be deemed to be UDQOs for the purposes of that Section E).

4.3.2 In accordance with paragraph 4.3.1, a Shrinkage Provider's Daily Imbalance for a Day will not take account of differences between estimated and assessed shrinkage (which will be taken into account as provided in paragraph 1.4.6).

4.3.3 For the purposes of Renominations (under C4) and Daily Imbalance Charges (under Section F2) the quantities treated as offtaken by a Shrinkage Provider shall be treated as though they were offtaken at NDM Supply Point ~~Components~~.

4.4 Shrinkage Output Nominations

4.4.1 Subject to paragraph 4.4.2, Output Nominations and Renominations for a Shrinkage Provider will be made for the Shrinkage Provider by National Grid NTS.

4.4.2 For each Day, there will (notwithstanding Section C) be a single Output Nomination for a Shrinkage Provider.

4.4.3 The Nomination Quantity under each such Output Nomination will be:

- (a) in respect of the NTS Shrinkage Provider, Forecast Total System Demand, less the aggregate of the Nomination Quantities under Input Nominations in respect of LDZ System Entry Points, at the relevant Demand Forecast Time, multiplied by the NTS Shrinkage Factor; and
- (b) in respect of an LDZ Shrinkage Provider, the relevant LDZ Shrinkage Quantity.

4.5 Reconciliation

Following DM Reconciliation and CSEP Reconciliation in respect of an NTS Supply ~~Meter~~ Point or NTS Connected System Exit Point:

- (a) for the purposes of Section F5.1.1, where the Reconciliation Quantity:
 - (i) is positive, the seller is the User and the buyer is the NTS Shrinkage Provider;
 - (ii) is negative, the seller is the NTS Shrinkage Provider and the buyer is the User; and

Modification 0428: Single Supply Meter Points

- (b) where the Reconciliation Clearing Charges are payable:
 - (i) to the User, they shall be payable by the NTS Shrinkage Provider;
 - (ii) by the User, they shall be payable to the NTS Shrinkage Provider.

4.6 Information Provision

4.6.1 For the purposes of this paragraph 4.6:

- (a) "**relevant shrinkage disposals**" shall mean all gas disposed of by the NTS Shrinkage Provider, which gas had previously been purchased by the NTS Shrinkage Provider in respect of NTS shrinkage for the relevant Gas Flow Day;
- (b) "**relevant shrinkage purchases**" shall mean all gas purchased by the Shrinkage Provider in respect of NTS shrinkage for the relevant Gas Flow Day;
- (c) prices shall be quoted in pence per kWh and, to the extent that the NTS Shrinkage Provider is reasonably able to do so, shall take into account any discounts or premiums applied or charged in respect of relevant shrinkage purchases or relevant shrinkage disposals, provided the amount of such discounts and premiums were known to the NTS Shrinkage Provider at the time of the calculation of the relevant prices and were reasonably able to be applied to one or more relevant shrinkage purchases or relevant shrinkage disposals;
- (d) where the NTS Shrinkage Provider has entered into a transaction for an amount on each Gas Flow Day for a specific period it shall, for the purpose of calculating the number of transactions entered into, be deemed to be a separate transaction in respect of each and every Gas Flow Day to which it relates; and
- (e) whilst all information published by the NTS Shrinkage Provider will so far as reasonably practicable be reflective of the information in its possession at a time as close as reasonably practicable to the time of publication, it will not be reflective of information which comes into its possession subsequently (or of any subsequent relevant shrinkage purchases or relevant shrinkage disposals in respect of the relevant Gas Flow Day), will not bind National Grid NTS or the NTS Shrinkage Provider and will be without prejudice to the provisions in this Section N and elsewhere in the Code whether to later adjustment, assessment, reconciliation or otherwise.

4.6.2 The NTS Shrinkage Provider shall, no later than the end of the fifth Day following the relevant Gas Flow Day (or, if such Day is not a Business Day, the end of the first Business Day thereafter), publish the following information (where such information is available) in relation to relevant shrinkage purchases and relevant shrinkage disposals made in respect of that Gas Flow Day;

- (a) the net quantity of gas purchased (being the quantity derived as the aggregate quantity of gas purchased pursuant to relevant shrinkage purchases less the aggregate quantity of gas disposed of pursuant to relevant shrinkage disposals);
- (b) the aggregate quantity of gas purchased pursuant to relevant shrinkage purchases;

Modification 0428: Single Supply Meter Points

- (c) the aggregate quantity of gas disposed of pursuant to relevant shrinkage disposals;
- (d) the aggregate number of transactions entered into in respect of relevant shrinkage purchases;
- (e) the aggregate number of transactions entered into in respect of relevant shrinkage disposals;
- (f) the weighted average price of relevant shrinkage purchases;
- (g) the weighted average price of relevant shrinkage disposals;
- (h) the minimum price paid under a transaction for a relevant shrinkage purchase;
- (i) the maximum price paid under a transaction for a relevant shrinkage purchase;
- (j) the minimum price received under a transaction for a relevant shrinkage disposal; and
- (k) the maximum price received under a transaction for a relevant shrinkage disposal.

5 CLASS A CONTINGENCIES

5.1 Class A Contingencies

- 5.1.1 During the period of a Class A Contingency, the provision of NTS Shrinkages Factor by National Grid NTS to Users pursuant to paragraph 2.2.2 and Output Nominations and Renominations pursuant to paragraph 4.4 will be deferred by a period commensurate with the duration of the Class A Code Contingency.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION Q – EMERGENCIES

1 GENERAL

1.1 Introduction

1.1.1 In this Section Q:

- (a) **"Regulations"** means the Gas Safety (Management) Regulations 1996, and references to particular Regulations shall be construed accordingly;
- (b) **"supply emergency"** has the meaning ascribed thereto in the Regulations;
- (c) **"NEC"** means the person from time to time who is the network emergency coordinator in accordance with the Regulations;
- (d) references to National Grid NTS do not include National Grid NTS in its capacity as NEC where it has been so appointed;
- (e) **"NEC Safety Case"** means the safety case (in accordance with Regulation 2(5)) of the NEC.

1.1.2 Users and the Transporter acknowledge that the conveyance of gas by pipelines involves risk of supply emergency, in the context of which (and of the duties of the Transporter in relation to supply emergencies pursuant to the Regulations and any other Legal Requirement) the provisions of this Section Q are appropriate and reasonable.

1.1.3 This Section Q provides for the following matters:

- (a) requirements to be complied with by Users in respect of Gas Supply Emergencies to enable the Transporter to discharge its duties (pursuant to the Regulations and any other Legal Requirement) in respect of Gas Supply Emergencies;
- (b) the consequences for the Transporter and Users of a Gas Supply Emergency in respect of the application of the Code.

1.1.4 Without prejudice to the duty of cooperation under Regulation 6(1) (*Co-operation*), a User shall not be required in a Gas Supply Emergency to comply with any requirement under this Section Q where it would be manifestly unreasonable to expect the User to do so; but where a User is of the opinion that it is (by reason of this paragraph 1.1.4) excused from complying with any requirement under this Section Q it shall forthwith notify the Transporter of that fact and if so requested cooperate with the Transporter to the maximum extent reasonable in the circumstances to establish what alternative requirement (whether or not contemplated by this Section Q) it would be able to comply with; provided that paragraph 4.2 shall (insofar as capable of applying) apply in respect of compliance with any such alternative requirement.

1.1.5 A User shall not be excused by virtue of paragraph 1.1.4 from any payment obligation

Modification 0428: Single Supply Meter Points

under paragraph 4.

1.2 Gas Supply Emergency

1.2.1 For the purposes of the Code, a "**Gas Supply Emergency**" is a gas supply emergency (as referred to in the NEC Safety Case), namely the occurrence of an event or existence of circumstances which has resulted in, or gives rise to a significant risk of, a loss of pressure in the Total System or a part of the Total System which itself has resulted in or might result in a supply emergency; and any reference in any other Section of the Code to an "**Emergency**" is a reference to a Gas Supply Emergency.

1.2.2 In particular, but without limitation, a Gas Supply Emergency may exist where the Transporter's ability to maintain safe pressures within a System is affected or threatened by any actual or potential interruption or disruption to or insufficiency of deliveries of gas to the System, or by any actual or potential failure of or damage to any part of the System.

1.2.3 For the purposes of the Code:

- (a) a "**Network Gas Supply Emergency**" is a network gas supply emergency (as referred to in the NEC Safety Case), namely a Gas Supply Emergency which involves or may involve a loss of pressure in the NTS, and a reference to a Network Gas Supply Emergency includes a Gas Deficit Emergency and a Critical Transportation Constraint Emergency unless the context expressly requires otherwise;
- (b) a "**Gas Deficit Emergency**" is a Network Gas Supply Emergency which arises as a result of:
 - (i) deliveries of gas to the Total System being insufficient for the purpose of meeting demand for gas on the Total System; or
 - (ii) a Transportation Constraint affecting the deliveries of gas to the Total System; or
 - (iii) a Transportation Constraint on a System which does not prejudice the ability of Users to offtake gas from the Total System; or
 - (iv) a potential or actual breach of a Safety Monitor.
- (c) a "**Critical Transportation Constraint Emergency**" is a Network Gas Supply Emergency which is not a Gas Deficit Emergency ; and
- (d) any other Gas Supply Emergency is, a "**Local Gas Supply Emergency**" (that is, local gas supply emergency as referred to in the NEC Safety Case).

1.2.4 In accordance with the NEC Safety Case, the existence, duration and cessation of a Network Gas Supply Emergency is to be determined by the NEC.

1.2.5 The Transporter confirms that in its opinion any Gas Supply Emergency will constitute a pipeline system emergency (as referred to in Standard Licence Condition 5(1)(b) of the Shipper's Licence).

Modification 0428: Single Supply Meter Points

- 1.2.6 The existence of a Local Gas Supply Emergency in relation to a relevant System(s) shall be determined by the Transporter in its sole judgement and irrespective of the cause of and of whether the Transporter or any other person may have caused or contributed to the Local Gas Supply Emergency.
- 1.2.7 A Local Gas Supply Emergency will continue until such time as the Transporter determines that the circumstances which resulted in or might result in a supply emergency no longer apply, that no further Emergency Steps are required, and that normal operation of the relevant part of the Total System and implementation of the Code may be resumed.

1.3 Emergency Procedures

- 1.3.1 **"Emergency Procedures"** means in relation to a Network Gas Supply Emergency, the document issued by National Grid NTS entitled 'Network Gas Supply Emergency Procedure', and in relation to a Local Gas Supply Emergency the document issued by the Transporters entitled 'Local Gas Supply Emergency Procedure', containing details (inter alia) of the Stages of a Network Gas Supply Emergency and planned Emergency Steps contained therein, as from time to time revised by National Grid NTS or the Transporters in consultation with the Health and Safety Executive, Users and others.
- 1.3.2 National Grid NTS or (as the case may be) the Transporters will provide without charge to each User a reasonable number of copies of the relevant Emergency Procedures not later than the User Accession Date, or upon request, and thereafter, of any revision thereto upon making such revision.

1.4 Emergency Stages

- 1.4.1 **"Stage"** means a stage (from 1 to 4) of the Network Gas Supply Emergency Procedure as described in the NEC Safety Case, and a Network Gas Supply Emergency is of a particular Stage where the NEC has determined that the relevant stage of such procedures applies in relation to such Gas Supply Emergency. For the avoidance of doubt, nothing shall prevent the NEC declaring Stages sequentially or, declaring a number of Stages together.
- 1.4.2 Reference to a Network Gas Supply Emergency of any type includes all Stages of such a Network Gas Supply Emergency unless the context expressly requires otherwise.
- 1.4.3 For the purposes of this Section Q, a Stage of a Network Gas Supply Emergency might contain one or more Emergency Steps therein.

1.5 Emergency Steps

- 1.5.1 For the purposes of the Code, **"Emergency Steps"** are steps to be taken by the Transporter or a User:
- (a) to avert and/or to reduce the probability of or the probable scale of a Gas Supply Emergency, and/or to prepare for the occurrence of a Gas Supply Emergency; or
 - (b) to overcome or contain a Gas Supply Emergency and/or to avert or reduce the hazard presented by it, and/or restore gas supply and normal operation of the

Modification 0428: Single Supply Meter Points

relevant part of the Total System and facilitate appropriate reinstatement of the provisions of the Code following the taking of any such steps.

Emergency Steps may require (in the case of a Network Gas Supply Emergency) increases and/or reductions in deliveries of gas to the Total System, and (in the case of any Gas Supply Emergency) reductions in the offtake of gas from the Total System.

- 1.5.2 Users and the Transporter acknowledge that in a Gas Supply Emergency their business interests will be subordinate to the need to take Emergency Steps in accordance with this Section Q.
- 1.5.3 Nothing in this Section Q or the Emergency Procedures shall limit the ability of the Transporter to take any action or step necessitated in its judgement in the interests of safety by a Gas Supply Emergency.
- 1.5.4 No Emergency Step taken or other thing done or not done, by the Transporter, any other Transporter or any User, pursuant to (and in compliance with any requirements under) this Section Q or Condition 5(2) of the Shipper's Licence shall be a breach of any provision of the Code; and in particular the Transporter will not be in breach of its obligation to accept gas tendered for delivery to the Total System at a System Entry Point or to make gas available for offtake from the Total System at a System Exit Point to the extent that (as a result of any such step taken or thing done or not done) gas tendered for delivery is not accepted or gas is not made available for offtake and in accordance with the Applicable Offtake Requirements.
- 1.5.5 It is acknowledged that, in a Gas Supply Emergency, if so authorised by the NEC pursuant to Regulation 8(2) (*Content and other characteristics of gas*), the Transporter may permit gas which does not comply with the applicable Gas Entry Conditions to be delivered to the Total System at a System Entry Point.
- 1.5.6 For the purposes of this Section Q, Emergency Steps are contained within one or more Stages of a Network Gas Supply Emergency.

1.6 Large Firm Supply Points

- 1.6.1 For the purposes of this Section Q, a "**Large Firm Supply Point**" is a Firm Supply Point whose Annual Quantity is greater than 732,000 kWh (*25,000 therms*).
- 1.6.2 Where the Emergency Steps to be taken in any Gas Supply Emergency include a reduction in demand at Firm Supply Points, consumers at Large Firm Supply Points will (in accordance with the Emergency Procedures) be required to reduce demand before other categories of consumer.

1.7 Priority Consumers

- 1.7.1 For the purposes of this Section Q:
 - (a) a "**Priority Consumer**" is a consumer whose name appears on the list established (and from time to time amended) by the Transporter in accordance with Standard Condition 6(17) of the Transporter's Licence; and the relevant Supply Point is a "**Priority Supply Point**";

Modification 0428: Single Supply Meter Points

- (b) **"Priority Criteria"** means the criteria designated by the Secretary of State pursuant to that condition and, if the Secretary of State has not designated criteria, or to the extent that such designated criteria are not expressed to be exhaustive, any other criteria which the Transporter may from time to time notify to Users for the purposes of assisting the Transporter to determine which consumers should be given priority in accordance with that condition.

1.8 Connected Systems

The Transporter may agree pursuant to a Network Entry Agreement or Network Exit Provisions (or other agreement with the relevant person) upon procedures or steps to be taken in a Gas Supply Emergency by the Transporter or another Transporter or a Delivery Facility Operator or Connected System Operator and may give effect to such procedures or steps in addition to or in lieu of any Emergency Steps pursuant to this Section Q.

1.9 Scope of this Section

1.9.1 This Section Q does not apply in respect of:

- (a) the Transporter's duties under Regulation 7 (*Gas escapes and investigations*) nor the arrangements referred to in paragraphs (1), (8) of Standard Special Condition A8 of the Gas Transporter's Licence, it being understood that such arrangements (and any co-operation required of Users pursuant to Regulation 6(1) (*Co-operation*) in relation to such duties and any arrangements which the Transporter and any User may make in connection with Standard Condition 5(1)(b) of the Shipper's Licence) are matters outside the scope of the Code;
- (b) any other duties of the Transporter pursuant to the Regulations relating to matters other than Gas Supply Emergencies, it being understood that any cooperation required of Users pursuant to Regulation 6(1) in relation to any such matter is a matter outside the scope of the Code;
- (c) any circumstances constituting a pipeline system emergency where such circumstances do not also constitute a Gas Supply Emergency, it being understood that any request given by the Transporter for the purposes of Standard Condition 5(1)(b) of the Shipper's Licence in such circumstances is a matter outside the scope of the Code.

1.9.2 In accordance with paragraph 1.9.1(a) an escape of gas is not of itself a Gas Supply Emergency (but subject thereto an escape of gas may be a circumstance which gives rise to a Gas Supply Emergency); and Gas Supply Emergency and Emergency Steps shall be construed accordingly.

1.10 Shipper's Licence

1.10.1 Any request or instruction given by the Transporter to a User in a Gas Supply Emergency shall be treated as being:

- (a) a request for the purposes of Standard Licence Condition 5(2) of the Shipper's Licence;

Modification 0428: Single Supply Meter Points

- (b) a request for cooperation pursuant to Regulation 6(1); and
- (c) to the intent that paragraph 4 shall (where relevant) apply in relation thereto, a request or instruction made pursuant to this Section Q

unless in any case such request or instruction is not capable of being construed as such.

1.10.2 Without prejudice to paragraph 1.10.1(b), nothing in this Section Q shall preclude the Transporter from making any request to a User for the purposes of Standard Licence Condition 5(2) of the Shipper's Licence or for cooperation pursuant to Regulation 6(1).¹

1.10.3 Nothing in this Section Q shall be construed as precluding the Transporter from giving any direction to any person pursuant to Regulation 6(4) (*Co-operation*).²

1.11 Code Communications

The provisions of the UK Link Manual as to the giving of Code Communications are without prejudice to the provisions of the Emergency Procedures and such other requirements as the Transporter may specify for communicating in a Gas Supply Emergency.

1.12 DNO Users

In this Section Q references to Users exclude DNO Users, other than (in paragraph 4 only) a DNO User in its capacity as an LDZ Shrinkage Provider.³

2 EMERGENCY PREPAREDNESS

2.1 Introduction

2.1.1 Users are required to comply with the requirements in this paragraph 2 with a view to ensuring an adequate level of preparedness for the occurrence of a Gas Supply Emergency.

2.1.2 Each User shall ensure that suppliers supplying gas at Supply Points of which the User is the Registered User are aware of the terms of this Section Q in so far as they may be affected thereby.

2.2 User emergency contacts

2.2.1 Each User shall provide to the Transporter:

- (a) a single telephone number and a single facsimile number by means of each of

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will amend paragraphs 1.10.1 & 1.10.2.

² Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraphs 1.10.4, 1.10.5 & 1.10.6.

³ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.13.

Modification 0428: Single Supply Meter Points

which the Transporter may contact, 24 hours a Day, a representative of the User in a Gas Supply Emergency for any purpose pursuant to this Section Q;

- (b) the name(s) or title(s) of the User's representatives who may be contacted at such numbers.

2.2.2 Each such representative shall be a person having appropriate authority and responsibilities within the User's organisation to act as the primary contact for the Transporter in the event of a Gas Supply Emergency.

2.2.3 The details required under paragraph 2.2.1 shall be provided by an Applicant User before becoming a User and shall at all times be maintained up to date; and for these purposes the User shall notify to the Transporter any change in such details promptly and where possible in advance.

2.3 Large Firm Supply Points

2.3.1 A User shall in respect of each Large Firm Supply Point of which it is the Registered User provide to the Transporter:

- (a) in accordance with paragraph 2.3.2, the names and/or job titles of representatives of the consumer ("**emergency contacts**") each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);
- (b) at least one (but not more than four) telephone numbers for each emergency contact by means of which the Transporter may contact, 24 hours a day, at least one emergency contact; and
- (c) in the case of a Large Firm Supply Point the Annual Quantity of which is greater than 1,464,000 kWh (*50,000 therms*), one facsimile number, for the purposes of receiving communications pursuant to this Section Q, which is able to receive transmissions 24 hours a day.

2.3.2 For the purposes of paragraph 2.3.1(b):

- (a) in the case of a Large Firm Supply Point in respect of any site which is manned 24 hours a day, the Registered User will provide to the Transporter the name(s) and/or job title(s) of at least one but not more than five (5) emergency contacts; and
- (b) in the case of a Large Firm Supply Point in respect of any site which is not manned 24 hours a day, the Registered User will provide to the Transporter the names and/or job titles of at least three (3) but not more than five (5) emergency contacts.

2.3.3 A User shall comply with the requirements of paragraph 2.3.1:

- (a) where the User becomes the Registered User in respect of a Large Firm Supply Point, when submitting the Supply Point Confirmation;
- (b) where for any Gas Year a Supply Point of which a User is the Registered User

Modification 0428: Single Supply Meter Points

becomes (by virtue of a change in its Annual Quantity or being designated as Firm) a Large Firm Supply Point, as soon as reasonably practicable, and in any event not later than 30 September in that Gas Year.

- 2.3.4 The details required under paragraph 2.3.1 shall at all times be maintained up to date; and for these purposes the User shall notify to the Transporter any change in such details as soon as reasonably practicable and where possible in advance of such change.

2.4 Interruptible Supply Points

- 2.4.1 A User shall in respect of each Interruptible Supply Point of which it is the Registered User provide to the Transporter:

- (a) the name and (in the case of a corporation) registered office of the consumer;
- (b) in accordance with paragraph 2.4.2, the names and/or job titles of representatives of the consumer ("**emergency contacts**") each of which has the power and authority to comply with any direction given pursuant to Regulation 6(4);
- (c) at least one (but not more than four (4)) telephone numbers for each emergency contact by means of which the Transporter may contact, 24 hours a day, at least one (1) emergency contact; and
- (d) one facsimile number, for the purposes of receiving communications pursuant to Section G and Section Q, which is able to receive transmissions 24 hours a day

and for the avoidance of doubt, the emergency contacts provided for under this paragraph may be the same contacts as those referred to in Section G 6.6.2 as 'interruption contacts'. The total number of emergency contacts provided for under this paragraph (and interruption contacts provided for under Section G 6.6.2) shall not exceed five (5) in relation to any Interruptible Supply Point.

- 2.4.2 For the purposes of paragraph 2.4.1(b):

- (a) in the case of any Interruptible Supply Point in respect of any site which is manned 24 hours a day, the Registered User will provide to the Transporter the name(s) and/or job title(s) of at least one but not more than four (4) emergency contacts; and
- (b) in the case of any Interruptible Supply Point in respect of any site which is not manned 24 hours a day, the Registered User will provide to the Transporter the names and/or job titles of at least three (3) but not more than four (4) emergency contacts.

- 2.4.3 A User shall comply with the requirements of paragraph 2.4.1 where the User becomes the Registered User in respect of an Interruptible Supply Point, when submitting the Supply Point Confirmation.

- 2.4.4 The details required under paragraph 2.4.1 shall at all times be maintained up to date; and for these purposes the User shall notify to the Transporter any change in such

Modification 0428: Single Supply Meter Points

details as soon as reasonably practicable and where possible in advance of such change.

2.5 Priority Supply Points

2.5.1 Each User shall:

- (a) take all reasonable steps to ascertain, in relation to any Supply Point in respect of which the User submits a Supply Point Nomination, or of which it is the Registered User, whether the consumer satisfies or (as the case may be) has come to satisfy the Priority Criteria;
- (b) where it believes that the consumer does satisfy the Priority Criteria (where it is the Registered User, promptly upon forming that belief) so notify the Transporter, stating the identity of the consumer and the basis for its belief; and
- (c) where:
 - (i) a User becomes the Registered User at a Supply Point in relation to which the consumer is a Priority Consumer; or
 - (ii) the Transporter confirms pursuant to paragraph 2.5.2 that a consumer in relation to which that User is the Registered User is a Priority Consumer

notify that consumer (in terms reasonably specified by the Transporter having regard to Standard Special Condition A8 of the Transporter's Licence) of the circumstances in which it need not comply with instructions to reduce or cease, or in which it may resume or increase, the consumption of gas in a Gas Supply Emergency.

2.5.2 Where the Transporter adds the name of a consumer to the list described in paragraph 1.7(a) it shall inform the Registered User in relation to that consumer of such addition.

2.5.3 The Registered User shall promptly inform the Transporter if it becomes aware (and shall take reasonable steps to ensure that it does become aware) that the consumer at a Priority Supply Point ceases to satisfy the Priority Criteria.

2.5.4 Where the Transporter removes the name of a consumer from the list described in paragraph 1.7(a) it shall inform the User that is the Registered User in relation to that consumer of such removal.

2.5.5 Where the Transporter informs a User that a consumer in relation to which that User is the Registered User has been removed from the list described in paragraph 1.7(a), that User shall notify the consumer of the change to the circumstances in which it may reduce, cease, resume or increase the consumption of gas in a Gas Supply Emergency.

2.5.6 A User may not designate a Priority Supply Point as Interruptible except as otherwise set out in the Priority Criteria.

2.5.7 Each User shall (subject to the other requirements of this Section Q), in respect of each Priority Supply Point of which it is the Registered User, provide to the Transporter the name and/ or title of one representative of the consumer, together with a telephone

Modification 0428: Single Supply Meter Points

number by means of which the Transporter may contact such representative during normal working hours on a Business Day.

2.6 Emergency Procedures

2.6.1 Each User shall secure that all of its relevant personnel are familiar with the Emergency Procedures.

2.6.2 For the purposes of paragraph 2.6.1 a User's relevant personnel are personnel employed or engaged by the User whose functions or areas of responsibility are such that (in order to enable the User to comply with any requirement of this Section Q) they are likely to be required to take any decision or action in a Gas Supply Emergency.

2.7 User procedures

2.7.1 Each User shall establish and maintain such procedures as may be necessary:

- (a) to facilitate compliance by the User with the requirements of this paragraph 2;
- (b) to enable the User to comply with the requirements of paragraph 3 in a Gas Supply Emergency.

2.7.2 Each User shall take all reasonable steps within its power to ensure that, in so far as may be necessary to give effect to the requirements of this Section Q and to the Emergency Procedures, the procedures established by it under paragraph 2.7.1 are coordinated:

- (a) with the Emergency Procedures; and
- (b) if the Transporter shall so notify the User identifying the other person(s) and specifying the coordination required, with any procedures established by Delivery Facility Operators or Offtake System Operators or another Transporter relating to Gas Supply Emergencies, or the procedures established by other Users under this paragraph 2.7; and shall consult with such other parties accordingly.

2.7.3 The User shall if requested by the Transporter provide to the Transporter a copy of the procedures from time to time established by it under paragraph 2.7.1; and the Transporter shall be at liberty to disclose to and discuss with any Competent Authority any such procedures provided to it.

3 OCCURRENCE OF A GAS SUPPLY EMERGENCY

3.1 General

3.1.1 Where the NEC declares a Network Gas Supply Emergency National Grid NTS, or where a Local Gas Supply Emergency arises the Transporter, will:

- (a) inform Users, in accordance with the Emergency Procedures and (except in the case of a Gas Supply Incident as described in such Procedures) as soon as reasonably practicable, of the commencement of the Gas Supply Emergency, whether it is a Local or a Network Gas Supply Emergency, the Stage thereof,

Modification 0428: Single Supply Meter Points

and whether it is a Gas Deficit Emergency or a Critical Transportation Constraint Emergency, and (in the case of any Gas Supply Emergency), in so far as reasonably practicable, of the nature, extent and expected duration of the Gas Supply Emergency and the part of the Total System affected thereby;

- (b) thereafter keep Users reasonably informed as to material changes to the information provided under paragraph (a) (including any change in the Stage of a Network Gas Supply Emergency) and material developments in respect of the Gas Supply Emergency (including, without limitation, any determination made by National Grid NTS pursuant to paragraph 3.3.2(b)); and
 - (c) inform Users as soon as reasonably practicable when the NEC has informed the Transporter, or (as the case may be) the Transporter has determined (in accordance with paragraph 1.2.6), that the Gas Supply Emergency is no longer continuing.
- 3.1.2 Upon being informed of a Gas Supply Emergency a User shall brief all relevant personnel (as defined in paragraph 2.6.2) as to the existence and nature of the Gas Supply Emergency.
- 3.1.3 During a Gas Supply Emergency each User is required:
- (a) to comply with the Emergency Procedures in so far as applicable to the User in the circumstances;
 - (b) to comply (in the case of a Network Gas Supply Emergency) with the requirements of paragraphs 3.2.1(b) and 3.2.1(c), and (in the case of any Gas Supply Emergency) with the requirements (insofar as applicable to Users) of paragraphs 3.4 and 3.5, as to Emergency Steps in relation to the delivery and offtake of gas to and from the Total System;
 - (c) to cooperate with the Transporter, to the extent within the User's power (and without thereby rendering the User unable to comply with any requirement to take Emergency Steps itself), so as to enable the Transporter to take Emergency Steps in accordance with the Emergency Procedures; and
 - (d) in so doing to comply with the Transporter's instructions and requests (made for the purposes of paragraphs (a), (b) and (c)) as soon as reasonably practicable.
- 3.1.4 Where there is any conflict between any requirement under this Section Q or the Emergency Procedures as to anything to be done by a User, the Transporter may decide which requirement is to prevail and will inform the relevant User of its decision, which decision will relieve the User of any obligation under the Code to comply with the conflicting requirement.
- 3.1.5 A User shall not be required to comply with any requirement under this paragraph 3 applying in respect of any Gas Supply Emergency until and unless the User has been informed by the Transporter (or National Grid NTS in the case of Stage 1 of a Network Gas Supply Emergency) of the existence of such Gas Supply Emergency.
- 3.1.6 In a Gas Supply Emergency:

Modification 0428: Single Supply Meter Points

- (a) unless the Transporter notifies a User otherwise, instructions to consumers in relation to interruption of offtake at Interruptible Supply Points will be given by Users;
 - (b) instructions to consumers in relation to the reduction or discontinuance of offtake at Large Firm Supply Points will be given by the Transporter;
 - (c) appeals, directions or other communications to other consumers will be made by the Transporter.
- 3.1.7 Notwithstanding paragraph 3.2.2(d), where pursuant to the Emergency Procedures the Transporter instructs a User to give any notification or communication to a consumer or supplier, the User shall comply with that instruction.

3.2 Gas Deficit Emergency

3.2.1 During Stage 1 (and higher) of a Gas Deficit Emergency:

- (a) National Grid NTS may carry out Interruption, in which case the provisions of paragraph 3.4 will apply;
- (b) each User shall comply with any request from time to time made by National Grid NTS to inform and/or keep informed National Grid NTS of the maximum rates at which and/or quantities in which gas can be delivered to the Total System by the User at any System Entry Point at such time(s) or over such period(s) as National Grid NTS may specify;
- (c) each User shall, if requested by National Grid NTS, take such steps as may be available (pursuant to contract) to the User to secure any increase in the maximum rates or quantities referred to in paragraph (b), for example by arranging the deferment of maintenance or other works in respect of gas production or processing facilities (but without being obliged pursuant to this paragraph (c) to secure any increase in the actual rates or quantities of delivery);
- (d) notwithstanding the applicable Gas Entry Conditions at a System Entry Point, Users may be allowed by National Grid NTS to deliver gas to the Total System at that System Entry Point which does not conform with the Gas Entry Conditions but which does conform with the provisions of Part II of Schedule 3 of the Regulations (following approval to do so from the NEC); and/or
- (e) where the operator of any relevant Storage Facility reduces or ceases the delivery of, or refrains from delivering (as the case may be), gas to the Total System at the relevant Storage Connection Point following a request to do so by the NEC (through National Grid NTS), then the provisions of paragraph 7 shall apply

3.2.2 During Stage 2 (and higher) of a Gas Deficit Emergency:

- (a) each User shall comply with all instructions by National Grid NTS to deliver gas to the Total System at System Entry Points in such quantities and at such rates as National Grid NTS may specify, up to the maximum quantities or rates

Modification 0428: Single Supply Meter Points

which are available (by the exercise of all contractual rights as to the supply of gas or otherwise) to the User, irrespective of the commercial terms of such supplies, and irrespective of the quantities of gas being offtaken from the Total System by the User;

- (b) National Grid NTS may (where appropriate, in lieu of applying paragraph (a) in relation to gas-in-storage) issue direct instructions to the Operator of any Storage Facility in relation to which appropriate arrangements exist in the relevant Storage Connection Agreement to deliver gas to the Total System at the relevant Storage Connection Point (in which case relevant Users shall be treated as having delivered to the Total System, at the relevant Storage Connection Point, such quantities of gas as have been notified to National Grid NTS by the relevant Storage Operator); and/or
 - (c) With effect from the time the Gas Deficit Emergency was declared, and in respect of any later Gas Flow Day falling within the duration of a Gas Deficit Emergency, National Grid NTS will not take any Market Balancing Actions; and (in lieu thereof) the Emergency Procedures will apply and National Grid NTS's decisions as to the delivery and offtake of gas to and from the Total System will be implemented pursuant to the provisions of this Section Q; in which case, the provisions of paragraph 4.1 shall apply and the clearing of gas balances shall occur in accordance with the provisions of paragraph 4.2. Furthermore, the following provisions of Section D will be suspended for the duration of a Gas Deficit Emergency:
 - (i) Section D1.1.2(b) (to the extent that National Grid NTS will not take any Market Balancing Actions during a Gas Deficit Emergency);
 - (ii) Section D1.5;
 - (iii) Section D2.2.8 and 2.2.9;
 - (iv) Section D3; and
 - (v) Section D4; and/or
 - (d) National Grid NTS may require the reduction or discontinuance of offtake of gas at Firm as well as Interruptible Supply Points, in which case the provisions of paragraph 3.5 will apply.
- 3.2.3 During Stage 3 (and higher) of a Gas Deficit Emergency, National Grid NTS will allocate available gas to one or more LDZs. It will then be the responsibility of the relevant Transporter to allocate such available gas to within such LDZ. National Grid NTS may require a reduction or cessation of gas flows at NTS/LDZ offtakes to reflect such allocation.
- 3.2.4 In Stage 4 of a Gas Deficit Emergency, the provisions of paragraph 3.6 apply in relation to the return to normal operation.

3.3 Critical Transportation Constraint Emergency

- 3.3.1 During Stage 1 (and higher) of a Critical Transportation Constraint Emergency:

Modification 0428: Single Supply Meter Points

- (a) National Grid NTS may carry out Interruption, in which case the provisions of paragraph 3.4 will apply;
- (b) each User shall comply with any request from time to time made by National Grid NTS to inform and/or keep informed National Grid NTS of the maximum rates at which and/or quantities in which gas can be delivered to the Total System by the User at any System Entry Point at such time(s) or over such period(s) as National Grid NTS may specify;
- (c) each User shall, if requested by National Grid NTS, take such steps as may be available (pursuant to contract) to the User to secure any increase in the maximum rates or quantities referred to in paragraph (b), for example by arranging the deferment of maintenance or other works in respect of gas production or processing facilities (but without being obliged pursuant to this paragraph (c) to secure any increase in the actual rates or quantities of delivery); and/or
- (d) notwithstanding the applicable Gas Entry Conditions at a System Entry Point, Users may be allowed by National Grid NTS to deliver gas to the Total System at that System Entry Point which does not conform with the Gas Entry Conditions but which does conform with the provisions of Part II of Schedule 3 of the Regulations (following approval to do so from the NEC).

3.3.2 During Stage 2 (and higher) of a Critical Transportation Constraint Emergency:

- (a) National Grid NTS may issue direct instructions to the Operator of any Storage Facility in relation to which appropriate arrangements exist in the relevant Storage Connection Agreement to deliver gas to the Total System at the relevant Storage Connection Point (in which case relevant Users shall be treated as having delivered to the Total System, at the relevant Storage Connection Point, such quantities of gas as have been notified to National Grid NTS by the relevant Storage Operator); and/or
- (b) if National Grid NTS determines at any time that the application of Section D may have a detrimental effect on National Grid NTS's immediate ability to take Emergency Steps in accordance with paragraph 1.5.1 above, with effect from such time as may be determined by National Grid NTS and notified to Users pursuant to paragraph 3.1.1(b) and in respect of any later Gas Flow Day falling within the duration of a Critical Transportation Constraint Emergency. National Grid NTS will not take any Market Balancing Actions from such time and (in lieu thereof) the Emergency Procedures will apply and National Grid NTS's decisions as to the delivery and offtake of gas to and from the Total System will be implemented pursuant to paragraph 4.1. In the event that National Grid NTS does so determine, the provisions of paragraphs 3.2.2(a), 4.1.1 and 4.2 shall, from the time determined by National Grid NTS pursuant to this paragraph, apply mutatis mutandis to the Critical Transportation Constraint Emergency as if all references in such paragraphs to a Gas Deficit Emergency were to the Critical Transportation Constraint Emergency. Furthermore, the following provisions of Section D will be suspended from such time as may be determined by National Grid NTS and notified to Users pursuant to paragraph 3.1.1(b) for the duration of a Critical Transportation Constraint Emergency:

Modification 0428: Single Supply Meter Points

- (i) Section D1.1.2(b) (to the extent that National Grid NTS will not take any Market Balancing Actions during a Gas Deficit Emergency);
 - (ii) Section D1.5;
 - (iii) Section D2.2.8 and 2.2.9;
 - (iv) Section D3; and
 - (v) Section D4; and/or
- (c) National Grid NTS may require the reduction or discontinuance of offtake of gas at Firm as well as Interruptible Supply Points, in which case the provisions of paragraph 3.5 will apply.

3.3.3 During Stage 3 (and higher) of a Critical Transportation Constraint Emergency, National Grid NTS will allocate available gas to one or more LDZs. It will then be the responsibility of the relevant Transporter to allocate such available gas to within such LDZ. National Grid NTS may require a reduction or cessation of gas flows at NTS/LDZ offtakes to reflect such allocation.

3.3.4 In Stage 4 of a Critical Transportation Constraint Emergency, the provisions of paragraph 3.6 apply in relation to the return to normal operation.

3.4 Emergency Interruption

3.4.1 The relevant provisions of Section G6 will apply for the purposes of Interruption in a Gas Supply Emergency or Local Gas Supply Emergency, except that:

- (a) the Transporter shall not be required to give five (5) hours notice of Interruption but may require Interruption as soon as practicable following the Transporter's Interruption Notice;
- (b) the User may not request an alteration pursuant to Section G6.8.2 to the Supply Points to be Interrupted;
- (c) any Day or Days of Interruption pursuant to this Section Q shall not count towards the use of the Interruption Allowance under Section G6.7.5;
- (d) the provisions of Section G6.9 (other than Section G6.9.2(a)) in respect of a failure to Interrupt shall not apply.

3.4.2 In addition, the provisions of paragraph 6 of this Section Q shall apply following Interruption in a Network Gas Supply Emergency) (other than a Critical Transportation Constraint Emergency).

3.5 Firm Load Shedding

3.5.1 Where Emergency Steps include the reduction or discontinuance of offtake of gas at Firm as well as Interruptible Supply Points (in a Local Gas Supply Emergency or at Stage 2 or above of a Network Gas Supply Emergency), such steps will (insofar as is practicable and as may be required by Standard Special Condition A8(15) of the

Modification 0428: Single Supply Meter Points

Transporter's Licence) be applied in the following order:

- (a) first, at Interruptible Supply Points (insofar as offtake has not already been interrupted at such points);
- (b) secondly, at Supply Points, other than Priority Supply Points, which include VLDMC Supply Points ~~Components~~;
- (c) thirdly, at other Large Firm Supply Points other than Priority Supply Points;
- (d) lastly, at Firm Supply Points (including for the avoidance of doubt Supply Points whose Annual Quantities do not exceed 73,200 kWh (2,500 therms)) and at Priority Supply Points.

3.5.2 Where a Transporter has taken Emergency Steps that require the reduction or discontinuance of offtake of gas as set out above, and the Transporter subsequently determines that such reduction or discontinuance of offtake of gas is no longer required or will be no longer required at a certain time, then the Transporter will so notify Users specifying the time (where later than the time of such notification) at which such reduction or discontinuance of offtake of gas is no longer required.

3.5.3 In addition, the provisions of paragraph 6 of this Section Q shall apply following any reduction or discontinuance of offtake of gas pursuant to paragraph 3.5.1 at any System Exit Point (other than at a System Exit Point which includes an NDM Supply Point ~~Component~~ or at a Priority Supply Point) due to a Network Gas Supply Emergency (other than a Critical Transportation Constraint Emergency).

3.5.4 To the extent that Emergency Steps include the isolation of any part of a System in which several Supply Points are located, the order in paragraph 3.5.1 may not apply.

3.5.5 The manner in and priority with which Emergency Steps may be taken for the reduction or discontinuance of offtake of gas at a Connected System Exit Point will be in accordance with the relevant Network Exit Provisions (which will where appropriate take account of the requirements of Standard Special Condition A8(15) of the Transporter's Licence); and the Transporter and the Connected System Operator shall be at liberty to take Emergency Steps in accordance therewith.

3.5.6 Without prejudice to the Transporter's ability to take any Emergency Step, the Transporter may take steps physically to isolate any Large Firm Supply Point where the consumer does not comply with any instruction given under paragraph 3.1.6(b).

3.6 Return to normal operation

3.6.1 The order in which during a Gas Supply Emergency offtake of gas at Supply Points is restored will (so far as is practicable and subject to any requirements in relation to Priority Supply Points) be the inverse of that under paragraph 3.5.1.

3.6.2 For the purposes of paragraph 4, a Network Gas Supply Emergency will be considered to have ceased only:

- (a) when integrity of the NTS is restored, such that any loss of pressure in the NTS (or risk of such loss arising as a result of a Gas Supply Emergency) has ceased;

Modification 0428: Single Supply Meter Points

and

- (b) where the Transporter is reasonably able to provide forecasts and demand information in accordance with Section H;
- (c) with effect from the start of a Day; and
- (d) upon notice to Users given not later than 10:00 hours on the Preceding Day.

4 CONSEQUENCES OF EMERGENCY

4.1 Suspension of certain provisions of the Code

4.1.1 In respect of each Day or part of a Day during a Gas Deficit Emergency at Stage 2 and higher:

- (a) the provisions of:
 - (i) Section B as to Overrun Charges, LDZ CSEP Overrun Charges and Supply Point Ratchets will not apply;
 - (ii) Section B2 as to Daily NTS Entry Capacity, Interruptible NTS Entry Capacity, surrender of NTS Entry Capacity and the curtailment of NTS Entry Capacity shall not apply;
 - (iii) Section B3 and Annex B-2 as to Daily NTS Exit (Flat) Capacity, the surrender of NTS Exit (Flat) Capacity the curtailment of NTS Exit (Flat) Capacity and offtake reductions shall not apply;

(and in relation to the first such Day or part of a Day, amounts payable pursuant to the application of those paragraphs on the Preceding Day shall not be payable);

- (b) the provisions of paragraph 3.2.2, shall apply in relation to the application of Section D;
- (c) Section F2 will apply on the basis in paragraph 4.2; Section F3 will not apply (so that no Scheduling Charges will be payable); Section F4 will apply, modified in accordance with paragraph 4.2 (and in consequence of the provisions of this paragraph 4.1.1); and Sections F5 and F6 will apply;
- (d) Section I3.10 (as to rates of delivery of gas) will not apply, and where the Transporter requests or permits the delivery of gas to the Total System which does not comply with the applicable Gas Entry Conditions, Section I3.4 will not apply; and
- (e) the provisions of Sections G and M as to payments by the Transporter to Users in respect of the performance or failure to perform the Transporter's obligations under those Sections will not apply to the extent any failure in such performance results from the Gas Supply Emergency or the taking of Emergency Steps.

Modification 0428: Single Supply Meter Points

4.1.2 In a Gas Supply Emergency any other provision of the Code which would in any particular case conflict with the implementation of this Section Q shall to that extent not apply.

4.2 Clearing of gas balances following a Gas Deficit Emergency

4.2.1 In a Gas Deficit Emergency (at Stage 2 and higher) Section F2 will apply on such modified basis as is appropriate to give effect to paragraph 4.2.2 (and in particular without the application of any tolerances, or of any price other than the relevant price under paragraph 4.2.4).

4.2.2 In respect of each Day during a Gas Deficit Emergency (at Stage 2 and higher):

- (a) National Grid NTS shall pay to each User who delivered on a Day more gas to the Total System than it offtook on such Day an amount determined as the User's Daily Imbalance multiplied by the relevant price, subject to paragraph 4.2.6;
- (b) each User who offtook on a Day more gas from the Total System than it delivered on such Day shall pay to National Grid NTS an amount determined as the User's Daily Imbalance multiplied by the relevant price.

4.2.3 For the purposes of paragraph 4.2.2, a User's Daily Imbalance shall include:

- (a) any Trade Nomination Quantity relating to any Trade Nomination submitted by or on behalf of the User (provided that such Trade Nomination has not been rejected by National Grid NTS and that a corresponding Trade Nomination was submitted); and
- (b) (pursuant to the provisions of paragraph 6.2.1) that User's Emergency Curtailment Quantity.

4.2.4 For the purposes of this paragraph 4.2:

- (a) the "**relevant price**" in respect of paragraph 4.2.2(a) is the System Average Price determined under Section F1.2.1 or F1.2.2; and
- (b) the "**relevant price**" in respect of paragraph 4.2.2(b) is the System Marginal Buy Price as determined under Section F1.2.1(a);

in each case by reference to the Day on which the Gas Deficit Emergency (at Stage 2 and higher) started.

4.2.5 In applying Section F4 in respect of Days during a Gas Deficit Emergency (at Stage 2 and higher), to the extent amounts payable by National Grid NTS to Users pursuant to paragraph 4.2.6 exceed the amounts payable pursuant to paragraph 4.2.2, the excess amounts will be taken into account as though such amounts were Market Balancing Action Charges payable by National Grid NTS (for the purposes of Section F 4.4.3).

4.2.6 Where a User (the "**claimant**") believes that it will suffer a financial loss by reason of being paid only the relevant price in respect of any gas delivered to the Total System on a Day during a Gas Deficit Emergency (at Stage 2 and higher) (but not in respect of a

Modification 0428: Single Supply Meter Points

quantity of gas which exceeds the amount of the claimant's Daily Imbalance if any under paragraph 4.2.2(a):

- (a) the claimant may within such time as National Grid NTS shall reasonably require submit to National Grid NTS a claim to be paid at a higher price, together with details of the basis on which it believes it will suffer a financial loss and the amount of such loss;
- (b) National Grid NTS will appoint an independent accountant or other appropriately qualified person as "**claims reviewer**" to review each claimant's claim and advise National Grid NTS of whether the claim appears to the claims reviewer to be justified and the amount which (in the claims reviewer's opinion) the claimant should be paid, in excess of what is payable calculated at the relevant price, so that it will not suffer such financial loss;
- (c) the claimant shall be required (as a condition to its claim being considered, but subject to the claims reviewer accepting a reasonable obligation of confidence) to provide such information, access to records and cooperation as the claims reviewer shall reasonably require;
- (d) the fees and costs of the claims reviewer shall be paid by National Grid NTS and shall be additional Monthly Adjustment Neutrality Costs for the month in which they are paid;
- (e) National Grid NTS will (after consultation with the claimant and the Authority) pay to the claimant the amount advised by the claims reviewer (unless on National Grid NTS's application after consultation with the claimant the Authority shall give Condition A11(18) Approval to National Grid NTS's paying a different amount).

4.2.7 The provisions of paragraph 4.5 shall apply in relation to any claim made by a claimant pursuant to paragraph 4.2.6.

4.3 Consequences of a Critical Transportation Constraint Emergency

4.3.1 Save where paragraph 3.3.2(b) applies (in which event this paragraph 4.3 shall be of no effect), where a User (the "**claimant**") believes that it will suffer a financial loss in respect of any gas delivered to the Total System on a Day during a Critical Transportation Constraint Emergency in accordance with National Grid NTS's instructions to the operator of a Storage Facility (in which the User had gas-in-storage) pursuant to paragraph 3.2.2(b) or 3.3.2(a):

- (a) the claimant may within such time as National Grid NTS shall reasonably require submit to National Grid NTS a claim in respect of such financial loss together with details of the basis on which it believes it will suffer such loss and the amount thereof;
- (b) National Grid NTS will appoint an independent accountant or other appropriately qualified person as "**claims reviewer**" to review each claimant's claim and advise National Grid NTS of whether the claim appears to the claims reviewer to be justified and the amount which (in the claims reviewer's opinion) the claimant should be paid so that it will not suffer such financial loss;

Modification 0428: Single Supply Meter Points

- (c) the claimant shall be required (as a condition to its claim being considered, but subject to the claims reviewer accepting a reasonable obligation of confidence) to provide such information, access to records and cooperation as the claims reviewer shall reasonably require;
- (d) the fees and costs of the claims reviewer shall be paid by National Grid NTS and shall be additional Monthly Adjustment Neutrality Costs for the month in which they are paid; and
- (e) National Grid NTS will (after consultation with the claimant and the Authority) pay to the claimant the amount advised by the claims reviewer (unless on National Grid NTS's application after consultation with the claimant the Authority shall give Condition A11(18) Approval to National Grid NTS's paying a different amount).

4.3.2 Save where paragraph 3.3.2(a) applies, in applying Section F4 in respect of Days during a Critical Transportation Constraint Emergency:

- (a) amounts payable by National Grid NTS to Users pursuant to paragraph 4.3.1; and
- (b) all such costs as National Grid NTS may reasonably incur pursuant to paragraph 4.1;

will be taken into account as though such amounts were Market Balancing Action Charges payable by National Grid NTS (for the purposes of Section F4.4.3).

4.4 Further consequences

The Transporter and Users acknowledge that during any Gas Supply Emergency it may be necessary for each of them to divert resources from other activities which may potentially result in a temporary impairment of their abilities subsequently to perform their respective obligations pursuant to the Code; and acknowledge that any such impairment resulting from such diversion of resources may be Force Majeure for the purposes of GT Section B3.

4.5 Post Emergency Claims Validation Process

4.5.1 The provisions of this paragraph 4.5 apply in relation to any claim (a “**Post-Emergency Claim**”) submitted by a claimant pursuant to paragraph 4.2.6.

4.5.2 In relation to any Day during a Gas Deficit Emergency (at Stage 2 or higher) for which a claimant wishes to submit a Post-Emergency Claim, the claimant must have posted a Market Offer to effect a Physical Market Transaction (by means of a Disposing Trade Nomination) on the Trading System for such Day prior to a Stage 4 (Restoration) being declared (if applicable). In relation to the Market Offer (in respect of the Physical Market Transaction) posted by the claimant:

- (a) for the purposes of this Section Q, the claimant must have stated the Market Transaction Lead Time as one (1) hour when placing the relevant Market Offer;
- (b) the claimant must have stated the Market Transaction Quantity and not the Market Offer Specified Rate;

Modification 0428: Single Supply Meter Points

- (c) the claimant must have specified that the Market Offer is not an Option Market Offer;
 - (d) the claimant may have indicated that the Market Offer is capable of partial acceptance; and
 - (e) the Market Offer must have remained unaccepted on the Trading System for the duration of the Day in question.
- 4.5.3 In addition, the claimant may only submit a Post-Emergency Claim in respect of a Day for which the claimant had a positive Daily Imbalance quantity.
- 4.5.4 The Trading System Operator will provide the market with a calculation of an indicative volume weighted average price of all Market Offers (in respect of the Physical Market Transactions) for each Day during a Gas Deficit Emergency. The indicative volume weighted average price will be updated and published on the relevant Day by the Trading System Operator on a reasonable endeavours basis whenever a Market Offer (in respect of a Physical Market Transaction) is registered, updated, withdrawn from, or accepted on, the Trading System.
- 4.5.5 The Trading System Operator will notify National Grid NTS of the details of all Market Offers (in respect of Physical Market Transactions) that were remaining unaccepted on the Trading System at the close of the Day(s) for the duration of the Gas Deficit Emergency period.
- (a) These details will include:
 - (i) identity of the Originating Participant;
 - (ii) Market Transaction ID;
 - (iii) Market Offer Date;
 - (iv) date and time of the Market Offer was made;
 - (v) Market Transaction Quantity;
 - (vi) Market Offer Price;
 - (vii) Market Transaction Type; and
 - (viii) whether the Originating Participant would be making an Acquiring or a Disposing Trade Nomination pursuant to any Market Transaction arising from the Market Offer;
 - (b) The Trading System Operator will submit the details of the Market Offers (in respect of Physical Market Transactions) posted but not accepted for the relevant Day to National Grid NTS by 07:00 on the Day following each relevant Day for which a Gas Deficit Emergency (Stage 2 or higher) had been declared.
- 4.5.6 A User may submit a Post-Emergency Claim to National Grid NTS in respect of any Day during a Gas Deficit Emergency (Stage 2 or higher) provided that each Post-Emergency Claim will relate to a single Market Offer (in respect of a Physical Market Transaction) that complies with the requirements of paragraph 4.5.2.

Modification 0428: Single Supply Meter Points

- 4.5.7 A User must submit a Post-Emergency Claim to National Grid NTS within six (6) Days following the Day to which the Post-Emergency Claim relates (the “**Post-Emergency Claims Closeout Date**”). Any Post-Emergency Claims received by National Grid NTS after the Post-Emergency Claims Closeout Date will be rejected.
- 4.5.8 For each Post-Emergency Claim (for each relevant Day), the User will provide the following mandatory details of:
- (a) User name and User identifier in relation to the Trading System; Market Transaction ID; Day; claimed quantity; Market Offer Price; time posted on the Trading System;
 - (b) the Eligible Trading System Point(s) that would have been associated to the Market Offer(s) had it become a Physical Market Transaction;
 - (c) for each Eligible Trading System Point provided in (b), the nominated end-of-day quantity for that Day (at the time the Market Offer was placed);
 - (d) for each Eligible Trading System Point that would have been associated to a System Exit Point, a copy of either the notification pertaining to the reduction of offtake at Firm Supply Points or the Interruption Notice. For the avoidance of doubt, a Post-Emergency Claim will be rejected where the System Exit Point had been previously subject to Emergency Curtailment for the relevant Day during the period of the Gas Deficit Emergency; and
 - (e) reasonable justification for the level of the Market Offer Price.
- 4.5.9 For the purposes of reviewing claims submitted by each claimant, National Grid NTS appoints the Transporter Agency as the claims reviewer (the “**Post-Emergency Claims Agent**”) to undertake the validation of all claims.
- 4.5.10 In order for a Post-Emergency Claim to be deemed as valid:
- (a) all of the requirements of paragraphs 4.5.2, 4.5.3, 4.5.6, 4.5.7 and 4.5.8 must have been satisfied;
 - (b) where the Eligible Trading System Point to which the Market Offer relates is a System Exit Point, the Market Offer must have been registered on the Trading System before the time at which a Gas Deficit Emergency Stage 3 (Allocation and Isolation) is declared (and the Trading System’s time stamp information shall be taken as conclusive evidence of the time at which the Market Offer was registered);
 - (c) in all other circumstances, the Market Offer must have been registered on the Trading System before the time at which a Gas Deficit Emergency Stage 4 (Restoration) is declared (and the Trading System’s time stamp information shall be taken as conclusive evidence of the time at which the Market Offer was registered); and
 - (d) the User must be a Registered User at the System Point in respect of which the Market Offer is made.

Any claim which does not comply with the above requirements shall be rejected.

Modification 0428: Single Supply Meter Points

4.5.11 Where a User submits one or more Post-Emergency Claims for a relevant Day (within a Gas Deficit Emergency (Stage 2 or higher)), and the aggregate Market Transaction Quantities for all such Post-Emergency Claims submitted by the User exceeds the User's positive Daily Imbalance in respect of that Day then, for each User:

- (a) the User's Post Emergency Claims for that Day will be ranked in ascending Market Offer Price order (with the claim having the lowest Market Offer Price being ranked first) and where two or more Post-Emergency Claims relate to Market Offers at the same Market Offer Price, such claims shall be ranked by time (with the claim having the earliest registered Market Offer Price being ranked first, and the Trading System's time stamp information shall be taken as conclusive evidence of the time at which the Market Offer was registered);
- (b) the first ranked Post Emergency Claim shall be considered first and where the Market Transaction Quantity specified in that Post Emergency Claim is less than or equal to the User's positive Daily Imbalance for that Day, then the claim shall be remain valid, and the next ranked Post Emergency Claim shall be considered on the same basis, and this process of consideration shall continue until the first Post Emergency Claim is reached (the "**First Non-Qualifying Post-Emergency Claim**") where the Market Transaction Quantity of such claim plus the sum of the Market Transaction Quantities in all of the User's Post-Emergency Claims for that Day that have been considered pursuant to this paragraph prior to the First Non-Qualifying Post-Emergency Claim being considered is greater than the User's positive Daily Imbalance for that Day;
- (c) the Market Transaction Quantity of the First Non-Qualifying Post-Emergency Claim shall, for the purposes of the remainder of this paragraph 4.5, be reduced such that, when added to the sum of the Market Transaction Quantities in all of the User's Post-Emergency Claims for that Day that have been considered pursuant to paragraph (b) prior to the First Non-Qualifying Post-Emergency Claim being considered, it is equal to the User's positive Daily Imbalance for that Day; and
- (d) all of the User's Post-Emergency Claims that are ranked after the First Non-Qualifying Post-Emergency Claim shall be rejected and deemed invalid for the purposes of the remainder of this paragraph 4.5.

4.5.12 Following validation of Post-Emergency Claims by the Post-Emergency Claims Agent, National Grid NTS (or the Post-Emergency Claims Agent on its behalf) will then determine which of the remaining valid Post-Emergency Claims should be submitted to the Authority as being recommended for payment or as being subject to further economic assessment. To determine the recommendation in respect of each remaining valid Post-Emergency Claim:

- (a) remaining valid Post-Emergency Claims will be ordered by Market Offer Price (with the claim having the lowest Market Offer Price being first) and where two or more Post-Emergency Claims relate to Market Offers at the same Market Offer Price, such claims shall be ordered by time (with the claim having the earliest registered Market Offer Price being first, and the Trading System's time stamp information shall be taken as conclusive evidence of the time at which the Market Offer was registered);

Modification 0428: Single Supply Meter Points

- (b) each remaining valid Post-Emergency Claim will then be considered in turn in the order referred to above. Where the Market Transaction Quantity of the claim under consideration plus the aggregate Market Transaction Quantity of all other claims that have (prior to the consideration of the Post-Emergency Claim in question) been allocated a status of “recommended for payment” is less than or equal to 80% of the aggregate Market Transaction Quantities in all valid Post-Emergency Claims (taking account of any reduced Market Transaction Quantities, if applicable, in accordance with paragraph 4.5.11), then the Post-Emergency Claim in question shall be allocated a status of “recommended for payment”, otherwise the Post-Emergency Claim in question (and all Post-Emergency Claims yet to be considered) shall be allocated a status of “subject to economic price assessment”.
- 4.5.13 National Grid NTS will submit all remaining valid Post-Emergency Claims (being those allocated a status of “recommended for payment” and those allocated a status of “subject to economic price assessment”) together with their status, to the Authority for its consideration (TPD Section Q.4.2.6 (e)) in a single batch on a given date (the “**Post-Emergency Claims Review Date**”). National Grid shall use reasonable endeavours to ensure that the Post-Emergency Claims Review Date is not more than ten (10) Business Days after the fifteenth (15th) day of the month following the month in which the Day in question falls; provided that where a Gas Deficit Emergency spans multiple Billing Periods, National Grid NTS will submit the validated Post-Emergency Claims to the Authority in batches that are specific to each of the Billing Periods.
- 4.5.14 For each relevant Day and pursuant to Standard Special Condition A11(18) of National Grid NTS’s Gas Transporter’s Licence the Authority shall consider each validated Post-Emergency Claim submitted to it by National Grid NTS and shall thereafter advise National Grid NTS as to whether the Authority directs that the Post-Emergency Claim should be paid or not (and if it does direct that the Post-Emergency Claim should be paid, whether the Post-Emergency Claim should be paid at the Market Offer Price or at some other price). To the extent that the Authority has not given a direction in respect of a submitted Post Emergency Claim within twenty eight (28) days of the date of submission of such claim by National Grid NTS to the Authority for consideration, the Authority shall be deemed to have directed that such Post-Emergency Claim should be paid.
- 4.5.15 National Grid NTS will, not less than twenty nine (29) days after the Post-Emergency Claims Review Date (the “**Post-Emergency Claims Approval Date**”) calculate a volume weighted average price in pence per kWh (“**VWAPEC**”) for a Day based on all those Post-Emergency Claims that have been directed (or deemed to have been directed) by the Authority for payment. VWAPEC for a Day shall be calculated as follows:

$$((B - C) / A)$$

Where:

A is the sum (expressed in kWh) of the Market Transaction Quantities of all Post-Emergency Claims that have been directed (or deemed to have been directed) by the Authority for payment (taking account of any reduced Market Transaction Quantity, if applicable, in accordance with paragraph 4.5.11);

Modification 0428: Single Supply Meter Points

B is the total aggregate amount payable as directed (or deemed to have been directed) by the Authority in relation to all those Post-Emergency Claims that have been directed (or deemed to have been directed) by the Authority for payment; and

C is the sum of A multiplied by the System Average Price for the Day in question.

- 4.5.16 Each User that has submitted a Post-Emergency Claim that has been directed (or deemed to have been directed) by the Authority for payment shall be paid by National Grid NTS an amount (“**Post-Emergency Claims Payment**”) equal to the amount determined as:

$$A - (B * C)$$

Where:

A is the total amount payable as directed (or deemed to have been directed) by the Authority for payment in relation to that Post-Emergency Claim;

B is the Market Transaction Quantity (expressed in kWh) of the Post-Emergency Claim in question; and

C is the System Average Price for the Day in question.

- 4.5.17 Each User with a negative Daily Imbalance for a Day in respect of which one or more Post-Emergency Claims have been submitted and directed (or deemed to have been directed) by the Authority for payment shall pay an amount (“**Post-Emergency Claims Charge**”) determined as the User’s negative Daily Imbalance for that Day multiplied by VWAP in respect of that Day.
- 4.5.18 Post-Emergency Claims Charges and Post-Emergency Claims Payment for the relevant Day will be invoiced in accordance with TPD Section S2.4 and will be deemed to be Balancing Neutrality Charges for the purposes thereof.
- 4.5.19 In relation to each Day during a Gas Deficit Emergency (Stage 2 or higher), National Grid NTS will use reasonable endeavours to publish:
- (a) not later than ten (10) Business Days after the Post-Emergency Claims Closeout Date:
 - (i) in respect of each Post-Emergency Claim submitted:
 - (1) the Day in respect of which the Post-Emergency Claim was submitted;
 - (2) the Market Transaction Quantity claimed; and
 - (3) the Market Offer Price claimed;
 - (ii) the volume weighted average price of all submitted Post-Emergency Claims for that Day;
 - (iii) in respect of each Post-Emergency Claim rejected pursuant to paragraph 4.5.10:

Modification 0428: Single Supply Meter Points

- (1) the Day in respect of which the Post-Emergency Claim was submitted;
 - (2) the Market Transaction Quantity claimed;
 - (3) the Market Offer Price claimed; and
 - (4) the reason for the rejection of the Post-Emergency Claim;
- (b) not later than one (1) Business Day after the Post-Emergency Claims Review Date:
 - (i) in respect of each valid Post-Emergency Claim which was submitted to the Authority pursuant to paragraph 4.5.13:
 - (1) the Day in respect of which the Post-Emergency Claim was submitted;
 - (2) the Market Transaction Quantity claimed (reduced, if applicable, pursuant to paragraph 4.5.11); and
 - (3) the Market Offer Price claimed;
 - (ii) the volume weighted average price of all Post-Emergency Claims for that Day submitted to the Authority pursuant to paragraph 4.5.13;
 - (iii) in respect of each Post-Emergency Claim which was rejected pursuant to paragraph 4.5.11:
 - (1) the Day in respect of which the Post-Emergency Claim was submitted;
 - (2) the Market Transaction Quantity claimed;
 - (3) the Market Offer Price claimed; and
 - (4) the reason for the rejection of the Post-Emergency Claim;
- (c) not later than fifteen (15) Business Days after the Post-Emergency Claims Approval Date, a report for each relevant Day, specifying:
 - (i) in respect of each Post-Emergency Claim that has been directed (or deemed to have been directed) by the Authority for payment, the Market Transaction Quantity directed (or deemed to have been directed) by the Authority, the Market Offer Price directed (or deemed to have been directed) by the Authority, and the total amount directed (or deemed to have been directed) by the Authority for payment in respect of such claim by National Grid NTS;
 - (ii) the sum of the Market Transaction Quantities in relation to all Post-Emergency Claims that have been directed (or deemed to have been directed) by the Authority for payment;
 - (iii) the sum of the Market Offer Prices in relation to all Post-Emergency Claims that have been directed (or deemed to have been directed) by the Authority for payment;

Modification 0428: Single Supply Meter Points

- (iv) VWAPEC for the Day; and
- (v) in respect of each Post-Emergency Claim that was submitted to the Authority pursuant to paragraph 4.5.13 and which the Authority has directed should not be paid, the Market Transaction Quantity (reduced, if applicable, pursuant to paragraph 4.5.11) and the Market Offer Price.

5 SAFETY MONITOR

5.1 Introduction

5.1.1 For the purposes of paragraph 5:

- (a) **"Annual NDM/Priority Severe Demand"** means the element of the 1-in-50 Severe Annual Demand which is attributable to those Supply Points identified in the National Grid Safety Case as being 'protected by monitor';
- (b) **"Peak NDM/Priority Demand"** means the peak day demand at those Supply Points identified in the National Grid Safety Case as being 'protected by monitor';
- (c) **"Safety Monitor"** means, for each day of the Winter Period and all Storage Facility Types, the Stored Safety Gas Requirement allocated in aggregate to all Storage Facility Types in accordance with the principles set out in the National Grid Safety Case, together with an amount of gas for all Storage Facility Types to permit the safe shutdown of those Supply Points not identified in the National Grid Safety Case as being 'protected by monitor';
- (d) **"Storage Facility Type"** means one of the types (as determined by National Grid NTS from time to time and notified to Users pursuant to paragraph 5.2.1(d)) of Storage Facility or (where the context requires) all Storage Facilities of such a type;
- (e) **"Storage Safety Deliverability Requirement"** means the amount by which the Peak NDM/Priority Severe Demand exceeds the maximum daily supply;
- (f) **"Stored Safety Gas Requirement"** means the amount (in kWh) by which the Annual NDM/Priority Demand exceeds the level of demand equal to the maximum daily supply; and
- (g) **"National Grid Safety Case"** means the safety case (in accordance with Regulation 2(5)) of National Grid NTS acting in its capacity as a gas transporter in relation to the NTS.

5.2 Information Requirements

5.2.1 National Grid NTS will by 31 May in each Gas Year, notify Users of preliminary details of the following in respect of the coming Winter Period:

- (a) Stored Safety Gas Requirement;
- (b) Storage Safety Deliverability Requirement;

Modification 0428: Single Supply Meter Points

- (c) maximum daily supply; and
 - (d) the number and designation of Storage Facility Types, together with the classification criteria used in the determination of those Storage Facility Types and (where the classification criteria has changed from that used in respect of the previous Winter Period) details of any change to such classification criteria.
- 5.2.2 National Grid NTS will, by 31 May in each Gas Year, determine whether the available Storage Space and/or Storage Deliverability is in aggregate less than the quantities detailed in paragraph 5.2.1(a) to (b) and shall notify Users of any shortfall and the extent thereof. In this event, the Safety Monitor notified pursuant to paragraph 5.2.3 will reflect the available Storage Space and/or Storage Deliverability.
- 5.2.3 National Grid NTS will, by 1 October in each Gas Year, notify Users of final details of the items stated in paragraph 5.2.1 along with the Safety Monitor for each day of the coming Winter Period.
- 5.2.4 Calculations of available Storage Space and/or Storage Deliverability made pursuant to this paragraph 5 shall exclude:
 - (a) Storage Capacity booked by National Grid for Operating Margins Purposes; and
 - (b) Storage Capacity in respect of Storage Facilities where there are relevant operational and/or physical characteristics that would make use of their Storage Capacity and/or gas-in-storage inappropriate in the calculation of any of the information specified in paragraphs 5.2.1, 5.2.2 and/or 5.2.3.
- 5.2.5 National Grid NTS will throughout the Winter Period keep under review the information previously notified pursuant to paragraphs 5.2.1, 5.2.2 and/or 5.2.3, together with any information available to National Grid NTS in respect of its estimates of expected deliveries to or offtakes from the Total System, and may:
 - (a) reduce a Safety Monitor to reflect longer-term demand forecasts (for example, during the later Days of the Winter Period);
 - (b) adjust a Safety Monitor to reflect the occurrence of severe weather; and
 - (c) increase or reduce (as the case may be) a Safety Monitor to reflect any material change in National Grid NTS's estimates of expected deliveries to or offtakes from the Total System.
- 5.2.6 Where National Grid NTS undertakes any of the actions specified in paragraph 5.2.5, National Grid NTS will;
 - (a) in respect of any of the actions specified in paragraphs 5.2.5(a) to 5.2.5(b), notify Users of any material changes in the information previously notified pursuant to paragraphs 5.2.1, 5.2.2 and/or 5.2.3; and
 - (b) in respect of any of the actions specified in paragraph 5.2.5(c), notify Users of the reasons for such action being taken.
- 5.2.7 National Grid NTS will:

Modification 0428: Single Supply Meter Points

- (a) notify Users, on a daily basis, of the aggregate physical gas-in-storage level (in kWh) in each Storage Facility Type; and
- (b) where National Grid NTS calculates that the aggregate physical gas-in-storage level in all Storage Facility Types exceeds the Safety Monitor by a quantity (in kWh) equal to or less than the Two Day Ahead Minimum Storage Deliverability Amount, notify Users of:
 - (i) the quantity (in kWh) by which the physical gas-in-storage levels of all Storage Facility Types exceeds the Safety Monitor; and
 - (ii) the sum of all Storage Withdrawal Nominations for all Storage Facility Types.

These physical gas-in-storage levels and the maximum withdrawal rate may reflect gas-in-storage and other information provided by the relevant Storage Operator(s), as well as Input and Output Nominations.

- 5.2.8 National Grid NTS shall notify all Users of potential or actual breaches of a Safety Monitor as a result of:
- (a) insufficient bookings of Storage Space and/or Storage Deliverability as notified to National Grid NTS by the relevant Storage Operator(s);
 - (b) anticipated shortfall of gas-in-storage based upon current stock levels and the injection and withdrawal information notified to National Grid NTS by the relevant Storage Operator(s);
 - (c) Renominations or other relevant within day information.

5.3 Storage Information

- 5.3.1 National Grid NTS shall have access to such details of the use of a Storage Facility by all Storage Users as may be provided for under the relevant Storage Connection Agreement.
- 5.3.2 In particular, each Storage Operator will provide to National Grid NTS:
- (a) where National Grid NTS so requests, the details of the amounts of aggregate Storage Capacity allocated to Storage Users for each Storage Facility for the Storage Year or remaining part of the Storage Year pursuant to applications for Storage Capacity under the relevant Storage Terms;
 - (b) on a daily basis throughout the Storage Year, details for each Storage Facility of Storage Users' aggregate Storage Capacity, injections, withdrawals and gas-in-storage; and
 - (c) where National Grid NTS so requests, details of the Applicable Total Storage Space, the Applicable Total Storage Deliverability and Maximum Injection Rate of each Storage Facility.
- 5.3.3 Each Storage Operator shall ensure that its Storage Terms permit the disclosure by the

Modification 0428: Single Supply Meter Points

Storage Operator to National Grid NTS of the information referred to in paragraph 5.3.2(a) and (b) and the subsequent publication of this information by National Grid NTS pursuant to the provisions of this paragraph 5 (or as otherwise required by the Code).

5.4 Actions to Prevent Safety Monitor Breaches

- 5.4.1 Other than notifying Users in accordance with paragraph 5.2.8, and subject to taking such steps as it is required to take under the National Grid Safety Case, National Grid NTS will not take any specific action as a consequence of identifying a potential or actual breach of a Safety Monitor.
- 5.4.2 Where National Grid NTS has assessed that any actions taken by it pursuant to the National Grid Safety Case and any actions taken by Users in response to the notification made under paragraph 5.2.8 have not been or, in National Grid NTS's opinion, would not be sufficient to prevent a breach of a Safety Monitor, National Grid NTS shall liaise with the Network Emergency Coordinator to declare a Network Gas Supply Emergency.

6 EMERGENCY CURTAILMENT

6.1 Definitions

6.1.1 For the purposes of the Code:

- (a) **“Emergency Curtailment”** means either:
- (i) Interruption due to a Network Gas Supply Emergency other than a Critical Transportation Constraint Emergency; or
 - (ii) any reduction or discontinuance of offtake of gas pursuant to paragraph 3.5.1 at any System Exit Point (other than at a System Exit Point which includes an NDM Supply Point ~~Component~~ or at a Priority Supply Point) due to a Network Gas Supply Emergency (other than a Critical Transportation Constraint Emergency);
- (b) **“Emergency Curtailment Trade Price”** means:
- (i) the value (in pence/kWh) of the arithmetic mean of the System Average Prices determined under Section F1.2.1 or F1.2.2 but by reference to the 30 Days preceding the Day on which the Emergency Curtailment occurred; and
- (c) **“Emergency Curtailment Quantity”** means, in respect of a User, the quantity of gas calculated by National Grid NTS as being the sum of the aggregate quantities of gas (in kWh) which each Transporter reasonably estimates (based on the information available to it at the time of making such estimate) that User would have offtaken from the relevant Transporter's System at System Exit Points in respect of which Emergency Curtailment has occurred but for the fact that Emergency Curtailment had occurred at those System Exit Points. The Transporter shall apply the ECQ Methodology to calculate a User's Emergency Curtailment Quantity.

Modification 0428: Single Supply Meter Points

- (d) **“ECQ Methodology”** means a methodology statement prepared by the Transporters and governed in accordance with Section V12 setting out the calculations that each Transporter will use to estimate (and/or revise any previous estimate of) the aggregate quantity of gas (in kWh) that each User would have offtaken during a Day from the relevant System at System Exit Points in respect of which Emergency Curtailment has occurred but for the fact that Emergency Curtailment had occurred at those System Exit Points in respect of that Day.

6.2 Emergency Curtailment Trade Arrangements

- 6.2.1 In the event that Emergency Curtailment occurs, then each User that has an Emergency Curtailment Quantity authorises National Grid NTS to make a Disposing Trade Nomination on behalf of the User, and National Grid NTS will make a corresponding Acquiring Trade Nomination, in each case for the User’s Emergency Curtailment Quantity.
- 6.2.2 National Grid NTS will pay to each User an amount determined as the User’s Emergency Curtailment Quantity multiplied by the Emergency Curtailment Trade Price.
- 6.2.3 In the event that further Emergency Curtailment is required in respect of a Day, or Emergency Curtailment that had previously occurred in respect of that Day is removed, then National Grid NTS shall calculate a revised Emergency Curtailment Quantity for each User based on any updated estimates provided to it by the Transporters, and:
 - (a) where the effect is such that a User’s revised Emergency Curtailment Quantity is greater than the User’s previously calculated Emergency Curtailment Quantity, each such User authorises National Grid NTS to make a Disposing Trade Nomination on behalf of the User, and National Grid NTS will make a corresponding Acquiring Trade Nomination, in each case for the difference between the User’s revised Emergency Curtailment Quantity and the User’s previously calculated Emergency Curtailment Quantity; and
 - (b) where the effect is such that a User’s revised Emergency Curtailment Quantity is less than the User’s previously calculated Emergency Curtailment Quantity, each such User authorises National Grid NTS to make a Acquiring Trade Nomination on behalf of the User, and National Grid NTS will make a corresponding Disposing Trade Nomination, in each case for the difference between the User’s previously calculated Emergency Curtailment Quantity and the User’s revised Emergency Curtailment Quantity.
- 6.2.4 In the circumstances set out in:
 - (a) paragraph 6.2.3(a), National Grid NTS will pay to the User an amount determined as the difference between the User’s revised Emergency Curtailment Quantity and the User’s previously calculated Emergency Curtailment Quantity multiplied by the Emergency Curtailment Trade Price;
 - (b) paragraph 6.2.3(b), the User will pay to National Grid NTS an amount determined as the difference between the User’s previously calculated Emergency Curtailment Quantity and the User’s revised Emergency Curtailment Quantity multiplied by the Emergency Curtailment Trade Price.

Modification 0428: Single Supply Meter Points

- 6.2.5 National Grid NTS will not pay Balancing Charges, Balancing Neutrality Charges, Scheduling Charges or Daily Imbalance Charges as a result of Trade Nominations occurring as a result of the operation of paragraphs 6.2.1 or 6.2.3.
- 6.2.6 For the avoidance of doubt, any amounts payable by National Grid NTS pursuant to paragraph 6.2.2 or 6.2.4 shall not be included in the calculation of the System Marginal Buy Price, the System Marginal Sell Price or the System Average Price pursuant to Section F1.2 for the Day to which the Emergency Curtailment Quantity relates.
- 6.2.7 Where, following the end of a Day, a User (the "**claimant**") believes that it ought to have had a different Emergency Curtailment Quantity to that determined pursuant to this paragraph 6 and applicable at the end of the Day in question:
- (a) the claimant may, within such time as National Grid NTS shall reasonably require, submit to National Grid NTS a claim that it ought to have had a different Emergency Curtailment Quantity, together with details of the basis on which it believes it ought to have had a different Emergency Curtailment Quantity;
 - (b) National Grid NTS will (in consultation with the UNC Committee) appoint an independent accountant or other appropriately qualified person as "claims reviewer" to review each claimant's claim and advise National Grid NTS of whether the claim appears to the claims reviewer to be justified and the Emergency Curtailment Quantity which (in the claims reviewer's opinion) the claimant should have had;
 - (c) the claimant shall be required (as a condition to its claim being considered, but subject to the claims reviewer accepting a reasonable obligation of confidence) to provide such information, access to records and cooperation as the claims reviewer shall reasonably require;
 - (d) the fees and costs of the claims reviewer shall be paid by National Grid NTS and shall be additional Monthly Adjustment Neutrality Costs for the month in which they are paid;
 - (e) in the event that either the claimant or National Grid NTS disagrees with the claims reviewer's decision, it may refer the matter to the Authority, and the Authority may determine either that the claims reviewer's decision was correct or may direct that a different Emergency Curtailment Quantity to that determined by the claims reviewer should be used; and
 - (f) where the claims reviewer advises (or, following a referral by either National Grid NTS or the claimant pursuant to paragraph (e), the Authority determines) that the User's Emergency Curtailment Quantity calculated by National Grid NTS pursuant to this paragraph 6 was larger or smaller than it ought to have been, then the provisions of paragraph 6.3 shall apply.
- 6.2.8 In respect of any Shared Supply Meter Point, the Registered Users of such Shared Supply Meter Point (or an agent acting on behalf of such Registered Users) shall, not more than one (1) hour after the occurrence of any Emergency Curtailment, notify the relevant Transporter of the proportions in which the relevant Transporter shall allocate between the Registered Users of such Shared Supply Meter Point the quantity of gas

Modification 0428: Single Supply Meter Points

that would have been offtaken at such Shared Supply Meter Point but for any Emergency Curtailment. If no such proportions have been provided, the Transporter shall allocate between the Registered Users of such Shared Supply Meter Point the quantity of gas that would have been offtaken at such Shared Supply Meter Point but for any Emergency Curtailment in proportions based on the Transporter's reasonable estimate of the quantity of gas that each Registered User would have offtaken at the Shared Supply Meter Point but for the Emergency Curtailment.

- 6.2.9 As soon as reasonably practicable after the end of a Day on which Emergency Curtailment occurred (and in event, not later than 20:00 hours on the fourth Day, after the Day in question), each Transporter shall notify each User of the proportion of that User's Emergency Curtailment Quantity for that Day that relates to System Exit Points on that Transporter's System, together with the methodology used to calculate such proportion.

6.3 Emergency Curtailment Adjustment

- 6.3.1 Where the provisions of this paragraph 6.3 apply, then:

- (a) where the User's Emergency Curtailment Adjustment Quantity is positive, National Grid NTS will pay the User an amount equal to the User's Emergency Curtailment Adjustment Clearing Charge; and
- (b) where the User's Emergency Curtailment Adjustment Quantity is negative, the User will pay National Grid NTS an amount equal to the User's Emergency Curtailment Adjustment Clearing Charge.

- 6.3.2 For the purposes of this paragraph 6.3:

- (a) in respect of each Day, a User's "**Emergency Curtailment Adjustment Quantity**" is the amount by which the User's Emergency Curtailment Quantity advised by the claims reviewer (or, following a referral by either National Grid NTS or the claimant pursuant to paragraph 6.2.7(e), determined by the Authority) differs from the User's Emergency Curtailment Quantity estimated by the Transporters;
- (b) "**Emergency Curtailment Adjustment Clearing Charge**" is an amount equal to the User's Emergency Curtailment Adjustment Quantity multiplied by the Emergency Curtailment Trade Price.

- 6.3.3 A User's Emergency Curtailment Adjustment Quantity is positive where the User's Emergency Curtailment Quantity advised by the claims reviewer (or determined by the Authority) is greater than the User's Emergency Curtailment Quantity established by the Transporters in accordance with this paragraph 6, and is negative where the User's Emergency Curtailment Quantity established by the Transporters in accordance with this paragraph 6 is greater than the User's Emergency Curtailment Quantity advised by the claims reviewer (or determined by the Authority).

- 6.3.4 In addition to the amounts payable pursuant to paragraph 6.3.1:

- (a) where the User's Daily Imbalance is positive in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency

Modification 0428: Single Supply Meter Points

Curtailment Adjustment Quantity is negative, then National Grid NTS shall pay to the User an amount equal to the Emergency Curtailment Adjustment Quantity multiplied by the relevant sell price applicable to such Day;

- (b) where the User's Daily Imbalance is positive in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency Curtailment Adjustment Quantity is positive (but is less in magnitude than the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates), then the User shall pay National Grid NTS an amount equal to the Emergency Curtailment Adjustment Quantity multiplied by the relevant sell price applicable to such Day;
- (c) where the User's Daily Imbalance is positive in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency Curtailment Adjustment Quantity is positive (and is greater in magnitude than the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates), then the User shall pay National Grid NTS:
 - (i) an amount equal to the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates multiplied by the relevant sell price applicable to such Day; plus
 - (ii) an amount equal to the sum of the Emergency Curtailment Adjustment Quantity less the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, multiplied by the relevant buy price applicable to such Day;
- (d) where the User's Daily Imbalance is negative in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency Curtailment Adjustment Quantity is positive, then the User shall pay to National Grid an amount equal to the Emergency Curtailment Adjustment Quantity multiplied by the relevant buy price applicable to such Day;
- (e) where the User's Daily Imbalance is negative in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency Curtailment Adjustment Quantity is negative (but is less in magnitude than the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates), then National Grid NTS shall pay the User an amount equal to the Emergency Curtailment Adjustment Quantity multiplied by the relevant buy price applicable to such Day;
- (f) where the User's Daily Imbalance is negative in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, and the Emergency Curtailment Adjustment Quantity is negative (and is greater in magnitude than the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates), then National Grid NTS shall pay the User:
 - (i) an amount equal to the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates multiplied by the relevant buy price applicable to such Day; plus

Modification 0428: Single Supply Meter Points

- (ii) an amount equal to the sum of the Emergency Curtailment Adjustment Quantity less the User's Daily Imbalance in respect of the Day to which the Emergency Curtailment Adjustment Quantity relates, multiplied by the relevant sell price applicable to such Day.

6.3.5 For the purposes of paragraph 6.3.4:

- (a) the **"relevant sell price"** for any Day:
 - (i) in respect of which Stage 1 (but not Stage 2 and higher) of a Gas Deficit Emergency has been declared, is the System Marginal Sell Price determined under Section F1.2.2(b) and;
 - (ii) in respect of which Stage 2 (or above) of a Gas Deficit Emergency has been declared, is the relevant price as specified in paragraph 4.2.4(a);
- (b) the **"relevant buy price"** for any Day:
 - (i) in respect of which Stage 1 (but not Stage 2 and higher) of a Gas Deficit Emergency has been declared, is the System Marginal Buy Price determined under Section F1.2.2(a) and;
 - (ii) in respect of which Stage 2 (or above) of a Gas Deficit Emergency has been declared, is the relevant price as specified in paragraph 4.2.4(b).

7 STORAGE CURTAILMENT

7.1 Definitions

7.1.1 For the purposes of the Code:

- (a) **"Storage Curtailment"** means the reduction or cessation of delivery of gas to the Total System from a Storage Facility at the relevant Storage Connection Point by the Storage Operator following a request to do so by the NEC (either directly or indirectly);
- (b) **"Storage Curtailment Compensation Price"** means the value (in pence/kWh) determined as:

$$\text{SMPBuy} - 30 \text{ Day SAP};$$

Where:

SMPBuy is the System Marginal Buy Price for the Day in question; and

30 Day SAP is the value (in pence/kWh) of the arithmetic mean of the System Average Prices determined under Section F1.2.1 or F1.2.2 but by reference to the 30 Days preceding the Day on which the Storage Withdrawal Curtailment occurred.

- (c) **"Estimated Aggregate Storage Curtailment Compensation Quantity"** means, in respect of a User, the sum of the Estimated Individual Storage Curtailment Compensation Quantities for that User in respect of a Day;

Modification 0428: Single Supply Meter Points

- (d) **“Actual Aggregate Storage Curtailment Compensation Quantity”** means, in respect of a User, the sum of the Actual Individual Storage Curtailment Compensation Quantities for that User in respect of a Day;
- (e) **“Estimated Individual Storage Curtailment Compensation Quantity”** means (subject to paragraph (g)), in respect of a User, the quantity of gas (in kWh) that the User reasonably estimates it would have been allocated as having delivered (in accordance with the relevant Storage Terms) on a Day to the Total System at a Storage Connection Point in respect of which Storage Curtailment has occurred but for the fact that Storage Curtailment had occurred at that Storage Connection Point, less the quantity of gas (if any) that the User estimates will be allocated as having delivered by the User on that Day to the Total System at the Storage Connection Point in question;
- (f) **“Actual Individual Storage Curtailment Compensation Quantity”** means (subject to paragraph (g)), in respect of a User, the quantity of gas (in kWh) that the User reasonably estimates it would have been allocated as having delivered (in accordance with the relevant Storage Terms) on a Day to the Total System at a Storage Connection Point in respect of which Storage Curtailment has occurred but for the fact that Storage Curtailment had occurred at that Storage Connection Point, less the User’s UDQI on that Day at the Storage Connection Point in question;
- (g) a User’s Estimated Individual Storage Curtailment Compensation Quantity or Actual Individual Storage Curtailment Compensation Quantity in respect of a Storage Facility for any Day may not exceed a quantity equal to the lesser of:
 - (i) the User’s Available Curtailment Quantity on that Day; and
 - (ii) the maximum available deliverability of the Storage Facility for that Day as provided to National Grid NTS by the Storage Operator for the relevant Storage Facility under the relevant Storage Connection Agreement;
- (h) a User’s **“Available Curtailment Quantity”** on a Day in relation to each Storage Facility is a quantity equal to the sum of:
 - (i) the User’s gas-in-storage in that Storage Facility at the start of the First Curtailment Day; less
 - (ii) the sum of the User’s Actual Individual Storage Compensation Curtailment Quantities in respect of that Storage Facility for each Day since the First Curtailment Day; plus
 - (iii) the sum of the User’s UDQOs in respect of the Storage Connection Point relating to that Storage Facility for each Day since the First Curtailment Day; less
 - (iv) the sum of the User’s UDQIs in respect of the Storage Connection Point relating to that Storage Facility for each Day since the First Curtailment Day;

Modification 0428: Single Supply Meter Points

- (i) the “**First Curtailment Day**” is the first Day in the Gas Year on which Storage Curtailment occurred at the Storage Facility in question.

7.2 Storage Curtailment Compensation Arrangements

- 7.2.1 On each Day that Storage Curtailment occurs, then each User will submit to National Grid NTS by 04:00 hours on the Day that Storage Curtailment occurs a CQ_{SCP} Statement detailing the User’s Estimated Individual Storage Curtailment Compensation Quantity in respect of each Storage Connection Point at which Storage Curtailment occurred and a SCCQ Statement detailing the User’s Estimated Aggregate Storage Curtailment Compensation Quantity. Not later than 17:00 hours on the first Business Day following the Day that Storage Curtailment occurs, National Grid NTS will advise each User that submits a SCCQ Statement, in accordance with this paragraph, of the amount payable by National Grid NTS pursuant to paragraph 7.2.2.
- 7.2.2 National Grid NTS will pay each User that submits a SCCQ Statement in accordance with paragraph 7.2.1 an amount determined as the User’s Estimated Aggregate Storage Curtailment Compensation Quantity multiplied by the Storage Curtailment Compensation Price.
- 7.2.3 As soon as reasonably practicable after the end of the Day (and in event, not later than the Entry Close Out Date in respect of the Day), the User shall submit to National Grid NTS a revised CQ_{SCP} Statement detailing the Actual Individual Storage Curtailment Compensation Quantity in respect of each Storage Connection Point at which Storage Curtailment occurred and a revised SCCQ Statement detailing the User’s Actual Aggregate Storage Curtailment Compensation Quantity.
- 7.2.4 In the event that a User’s Actual Aggregate Storage Curtailment Compensation Quantity in respect of a Day differs from the User’s Estimated Aggregate Storage Curtailment Compensation Quantity in respect of such Day, then:
 - (a) where the User’s Actual Aggregate Storage Curtailment Compensation Quantity is greater than the User’s Estimated Aggregate Storage Curtailment Compensation Quantity, then National Grid NTS will pay to the User an amount determined as the difference between the User’s Actual Aggregate Storage Curtailment Compensation Quantity and the User’s Estimated Aggregate Storage Curtailment Compensation Quantity, multiplied by the Storage Curtailment Compensation Price; and
 - (b) where the User’s revised Actual Aggregate Storage Curtailment Compensation Quantity is less than the User’s Estimated Aggregate Storage Curtailment Compensation Quantity, then the User will pay to National Grid NTS an amount determined as the difference between the User’s Estimated Aggregate Storage Curtailment Compensation Quantity and the User’s Actual Aggregate Storage Curtailment Compensation Quantity, multiplied by the Storage Curtailment Compensation Price.
- 7.2.5 For the avoidance of doubt, any amounts payable by National Grid NTS pursuant to paragraph 7.2.2, 7.2.4 or 7.2.6 shall not be included in the calculation of the System Marginal Buy Price, the System Marginal Sell Price or the System Average Price pursuant to Section F1.2 for the Day to which such amounts relate.

Modification 0428: Single Supply Meter Points

7.2.6 For the purposes of Code:

- (a) a **“CQ_{SCP} Statement”** is a statement prepared by a User in relation to each Storage Connection Point in respect of which it is a User and at which Storage Curtailment occurred on the Days in question specifying:
 - (i) the identity of the User to which the statement relates;
 - (ii) the Storage Connection Point to which the statement relates;
 - (iii) the name of the Storage Operator;
 - (iv) the name of the allocation agent in respect of the Storage Connection Point if different from the Storage Operator;
 - (v) the User’s gas-in-storage in the Storage Facility at the start of the First Curtailment Day;
 - (vi) the User’s prevailing Input Nomination at the time the Storage Curtailment commenced;
 - (vii) the User’s Actual Individual Storage Curtailment Compensation Quantities for the Storage Facility in question (or, where these are not available, the Estimated Individual Storage Curtailment Compensation Quantities or the Storage Facility in question) for all Days since the First Curtailment Day;
 - (viii) the User’s UDQIs at the Storage Connection Point for each Day since the First Curtailment Day;
 - (ix) the User’s UDQOs at the Storage Connection Point for each Day since the First Curtailment Day;
 - (x) the User’s Estimated Individual Storage Curtailment Compensation Quantity or Actual Individual Storage Curtailment Compensation Quantity (as the case may be) for the Storage Facility in respect of the Day in question.
- (b) a **“SCCQ Statement”** is a statement prepared by a User specifying:
 - (i) the identity of the User to which the statement relates;
 - (ii) the User’s Estimated Individual Storage Curtailment Compensation Quantity or Actual Individual Storage Curtailment Compensation Quantity (as the case may be) for each Storage Connection Point in respect of the Day in question; and
 - (iii) User’s Estimated Aggregate Storage Curtailment Compensation Quantity or Actual Aggregate Storage Curtailment Compensation Quantity (as the case may be) in respect of the Day in question.

7.2.7 In addition to the other amounts payable pursuant to this paragraph 7.2, following the determination of the User’s Actual Aggregate Storage Curtailment Compensation

Modification 0428: Single Supply Meter Points

Quantity and the first thirty (30) consecutive Days following the Day in question on which there was not a Network Gas Supply Emergency, where:

- (a) the Storage Curtailment Reconciliation Price is negative, National Grid NTS will pay each User that submits a SCCQ Statement in accordance with paragraph 7.2.1 an amount determined as the User's Actual Aggregate Storage Curtailment Compensation Quantity multiplied by the Storage Curtailment Reconciliation Price; and
- (b) the Storage Curtailment Reconciliation Price is positive, each User that submits a SCCQ Statement in accordance with paragraph 7.2.1 will pay National Grid NTS an amount determined as the User's Actual Aggregate Storage Curtailment Compensation Quantity multiplied by the Storage Curtailment Reconciliation Price.

7.2.8 For the purposes of the Code, the “**Storage Curtailment Reconciliation Price**” is a price (in pence/kWh) determined as:

$$(30 \text{ Day SAP PE} - 0.0611\text{p}) - 30 \text{ Day SAP}$$

Where:

- (a) 30 Day SAP PE is the value of the arithmetic mean of that determined under Section F1.2.1(c) but by reference to the first thirty (30) consecutive Days following the Day in question on which there was not a Storage Withdrawal Curtailment; provided that where for any Day in such period no Market Transaction was effected (or none other than one excluded for the purposes of paragraph 1.2.1 pursuant to paragraph 1.2.3), such Day shall be excluded from the calculation of 30 Day SAP PE (which shall be calculated on the basis of the System Average Prices of the remaining Days in such period); and
- (b) 30 Day SAP is the value (in pence/kWh) of the arithmetic mean of the System Average Prices determined under Section F1.2.1 or F1.2.2 but by reference to the thirty (30) Days.

8 CLASS A CONTINGENCIES

8.1 Class A Contingencies

8.1.1 During the period of a Class A Contingency, the relevant Contingency Procedures will apply.

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION S – INVOICING AND PAYMENT

1 INVOICING

1.1 Introduction

1.1.1 The amounts payable by Users to the Transporter and by the Transporter to Users in accordance with the Code will be invoiced and payable in accordance with this Section S.

1.1.2 The Transporter will submit to each User Invoice Documents in respect of each Billing Period in accordance with this Section S.

1.1.3 For the purposes of this Section S:

- (a) subject to paragraph 2.5.3, a "**Billing Period**" is a calendar month; provided that in relation to a Reconciliation Invoice the Billing Period is the Reconciliation Billing Period;
- (b) a "**Billing Day**" is a Day in a Billing Period;
- (c) an "**Invoice Document**" is an invoice document submitted by the Transporter to a User pursuant to this Section S;
- (d) "**Invoice Item**" is an item (in respect of all charges of a particular kind) shown as payable by the Transporter or by a User in an Invoice Document (including where relevant a self-bill amount in accordance with paragraph 1.1.4);
- (e) the "**Invoice Amount**" in relation to an Invoice Item is the amount shown as payable by the User or the Transporter in respect of that item under the relevant Invoice Document;
- (f) a "**Reconciliation Billing Period**" is the period of one month (or in the event of a change in the last reconciliation day a shorter or longer period) ending on the last reconciliation day; for which purposes the last reconciliation day is the Day of the month (not more than 8 Business Days before the prevailing date on which the relevant Reconciliation Invoice is to be submitted pursuant to paragraph 1.4), from time to time advised by the Transporters to Users as being the last Day on which the Transporters are able to undertake calculations of Individual NDM Reconciliation and Aggregate NDM Reconciliation for inclusion in the next Reconciliation Invoice to be submitted.

1.1.4 An Invoice Document may show as an Invoice Amount an amount (a "**self-bill amount**") payable by the Transporter to a User in respect of which Regulation 13(3) of the Value Added Tax Regulations 1995 is to apply.

1.1.5 An Invoice Document may contain an adjustment by way of credit ("**Invoice Credit**") in respect of an Invoice Amount in another Invoice Document.

Modification 0428: Single Supply Meter Points

1.1.6 An Invoice Document shall take effect as a separate invoice in respect of each Invoice Item, but without prejudice to paragraph 4.

1.1.7 No delay by the Transporter in submitting an Invoice Document shall prejudice the liability (once such Invoice Document has been submitted) of the Transporter or the User for the amounts subject thereto.

1.2 Invoice types

1.2.1 For each Billing Period separate Invoice Documents (as described in paragraph 1.2.2) will be submitted to each User in respect of amounts payable (if any) under different provisions of the Code.

1.2.2 The types (each an "**Invoice Type**") of Invoice Document to be submitted are NTS Entry Capacity Invoices, NTS Exit Capacity Invoices, LDZ Capacity Invoices, Balancing Invoices, Commodity Invoices, Reconciliation Invoices, Adjustment Invoices, Interest Invoices and Ad-hoc Invoices in accordance with paragraph 2.

1.3 Form and content of Invoice Document

1.3.1 Each Invoice Document will specify:

- (a) the identity of the User;
- (b) the Billing Period to which the Invoice Document (other than as respects any Invoice Credit) relates;
- (c) the Invoice Type;
- (d) in respect of each Invoice Item, the Invoice Amount;
- (e) a unique number by which the Invoice Document may be identified, and a reference number for each Invoice Item; and
- (f) the amount of Value Added Tax (if any) payable in respect of each Invoice Item and the further details required under Regulation 14 of the Regulations referred to in paragraph 1.1.4.

1.3.2 An Invoice Document which contains an Invoice Credit will also identify the Invoice Document and Invoice Item to which the Invoice Credit relates and the amount of the Invoice Credit.

1.3.3 Each Invoice Document will be accompanied by a remittance advice ("**Invoice Remittance Advice**"), to be completed by the User in accordance with paragraph 3.4.

1.3.4 Subject to paragraph 1.3.6 and to Section U6, 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).

Modification 0428: Single Supply Meter Points

- 1.3.5 An Invoice Document will not be invalid solely by reason of its not being accompanied by any particular item of supporting data, but (in accordance with paragraph 4.2.1(c)(i)) the specificity of any Invoice Query will depend on the extent to which such data was provided.
- 1.3.6 Supporting data in respect of an Ad-Hoc Invoice may be submitted on paper unless it would be unreasonable to expect a User to process such data so submitted by the relevant Invoice Due Date.

1.4 Invoice timing

- 1.4.1 Subject to paragraphs 1.7 and 2.5.2, Invoice Documents of different Invoice Types will be submitted at different times after the Billing Period to which they relate.
- 1.4.2 Subject to paragraphs 1.7 and 2.5.2, the Transporters will inform every User:
- (a) of the expected timing of the submission of each Invoice Type referred to in Annex S-1 (which shall be the same for each Transporter submitting each such Invoice Type);
 - (b) upon not less than 6 months notice to Users, of any change in such expected timing;
 - (c) upon becoming aware that such delay will occur, of any delay of more than 5 Business Days (by reference to such expected timing) in the submission of an Invoice Document in respect of a particular Billing Period (but the Transporter may not by notifying such delays avoid the requirements under paragraphs (b) and 1.4.3)).
- 1.4.3 Subject to paragraph 1.7, the Transporters will not change the expected timing of Invoice Documents of a particular Invoice Type more than once in any period of 12 months.
- 1.4.4 No Invoice Document shall contain an Invoice Item or Invoice Amount that shall relate to any Day or period prior to the Code Cut Off Date.

1.5 Divided Invoices

- 1.5.1 Without prejudice to paragraph 2.5.2, the Transporter may, in the circumstances in paragraph 1.5.2, after notifying the User and (in the cases in paragraph 1.5.2(b) and (c)) explaining the reason therefor in reasonable detail and providing reasonable evidence thereof, submit to a User more than one Invoice Document of the same Invoice Type in respect of a particular Billing Period.
- 1.5.2 The circumstances referred to in paragraph 1.5.1 are:
- (a) where the User has requested that more than one such Invoice Document is submitted, provided it is reasonably practicable for the Transporter to accommodate such request;
 - (b) where a problem in the operation of UK Link, which it was reasonable for the Transporter not to have foreseen at the UNC Implementation Date, adversely

Modification 0428: Single Supply Meter Points

affects the ability of the Transporter to produce or submit to the User an Invoice Document in respect of a given Billing Period;

- (c) where anything required to be done (for or on behalf of or in relation to the User) by a person other than the Transporter (whether acting as Meter Reader or otherwise, and including an agent or contractor of the Transporter) to enable an Invoice Document to be produced or submitted is not done or not done by the required time.
- 1.5.3 The charges subject to each Invoice Document submitted pursuant to paragraph 1.5.1 will be allocated between such Invoice Documents by reference to the LDZ of the System Points in respect of which such charges arise or on another basis agreed with the User.
- 1.5.4 Such Invoice Documents may be submitted on different Days and each such Invoice Document will be treated as a separate Invoice Document for the purposes of this Section S; provided that the Invoice Due Date in respect of each such Invoice Document shall be:
- (a) in the cases under paragraph 1.5.2(a) and (c):
 - (i) the Invoice Due Date (in accordance with paragraph 3.1.2) of the first submitted such Invoice Document; or
 - (ii) where later, the date which is 5 Business Days after the date on which the relevant Invoice Document is submitted; provided that in such a case (notwithstanding such later Invoice Due Date) interest shall be payable pursuant to paragraph 3.5.1 as though the Invoice Due Date were the date established under paragraph (i);
 - (b) in the cases under paragraph 1.5.2(b), the Invoice Due Date (in accordance with paragraph 3.1.2) of the last-submitted such Invoice Document.
- 1.5.5 The Transporter will give the User as much notice (pursuant to paragraph 1.5.1) as is reasonably practicable, and the Transporter and the User will coordinate with each other to facilitate the giving and receiving of such Invoice Documents.

1.6 Value Added Tax

- 1.6.1 All amounts expressed as payable by a User or the Transporter pursuant to the Code, and whether the amount thereof is set out in the Code or determined by reference to a Transportation Statement, a Metering Charges Statement or otherwise, are exclusive (unless expressly otherwise stated) of any applicable Value Added Tax (and accordingly Value Added Tax shall be paid by the paying party where payable in respect of any such amount).
- 1.6.2 Where:
- (a) any amount has been included in any Adjustment Neutrality Amount or Adjustment Reconciliation Neutrality Amount pursuant to Section F4.5.3(a)(ii) or Section F6.5.1(a)(ii), by reason of any amount (as therein referred to) being unpaid by a User;

Modification 0428: Single Supply Meter Points

- (b) any Value Added Tax (unpaid by the User) in respect of the unpaid charge was also so included; and
- (c) National Grid NTS, having accounted for the unpaid Value Added Tax, subsequently recovers any amount from the relevant authorities in respect of the unpaid Value Added Tax

the amount which was so recovered in respect of Value Added Tax will be included as an additional Monthly Adjustment Neutrality Revenue for the purposes of Section F4.5.3(b) in the month in which it is paid to National Grid NTS.

1.7 Termination and Insolvency

- 1.7.1 Notwithstanding paragraph 1.4, the Transporter may, at any time (whether before or after the User Discontinuance Date) after the Transporter submits to a User a Termination Notice under Section V4.3, submit to that User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Transporter submits such Invoice Document.
- 1.7.2 Where the Transporter has submitted a Termination Notice to a User, all amounts payable by that User to the Transporter or by the Transporter to the User (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the Termination Notice) shall be immediately payable notwithstanding paragraph 3.1.
- 1.7.3 Notwithstanding paragraph 1.4, the Transporter may, at any time on or following the occurrence of any of the events set out in paragraph V4.3.1(e) in relation to any User, submit to that User any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which the Transporter submits such Invoice Document.
- 1.7.4 In relation to a User, on the occurrence of any of the events set out in paragraph V4.3.1(e), all amounts payable to the Transporter (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the occurrence of any of the events set out in paragraph V4.3.1(e)) shall be immediately payable notwithstanding paragraph 3.1.

1.8 Invoice adjustment

- 1.8.1 Subject to paragraph 1.8.3, where it appears to the Transporter that any Invoice Amount has been incorrectly stated in an Invoice Document, the Invoice Amount may be adjusted by an Adjustment Invoice or as the case may be an Ad-hoc Invoice submitted by the Transporter in accordance with paragraph 2.2 or 2.4 (and the Transporter will not be required to revise and resubmit the original Invoice Document).
- 1.8.2 An adjustment (by way of debit) representing an increase in an Invoice Amount shall be a new Invoice Amount in respect of which the Invoice Due Date will be the Invoice Due Date of the relevant Adjustment Invoice or Ad-hoc Invoice.
- 1.8.3 In the absence of fraud, after the expiry of 18 months (or any other period agreed between the Transporter and the User) after the Invoice Due Date (in accordance with paragraph 3.1) in respect of any Invoice Document:

Modification 0428: Single Supply Meter Points

- (a) no adjustment may be made to an Invoice Amount under that Invoice Document, other than:
 - (i) an adjustment of which the Transporter had given notice to the User; or
 - (ii) an adjustment pursuant to an Invoice Query raised by a User (in accordance with paragraph 4) before the expiry of such period;
 - (b) no Invoice Query may be raised in respect of the Invoice Document; and
 - (c) the Invoice Document shall (subject to any adjustments already made and any permitted under paragraph (a)) be deemed to be final and conclusive as to the amounts shown as payable thereunder.
- 1.8.4 The provisions of this Section S whereby an Invoice Amount may be adjusted or an Invoice Query raised are without prejudice to the provisions of the Code pursuant to which determinations of quantities delivered to and offtaken from the Total System are made final.

1.9 Contingencies

- 1.9.1 Subject to paragraph 1.9.4, in the event that, as a result of a Code Contingency, the Transporter is unable to produce or submit any Invoice Documents within 7 Days after the expected date (in accordance with paragraph 1.4) of submission thereof:
- (a) the Transporter may prepare and submit an Invoice Document (as an Ad-hoc Invoice) containing estimated Invoice Amounts;
 - (b) such an Invoice Document will be a valid Invoice Document; and
 - (c) for the purposes of paragraph 1.3.4, the supporting data to be provided with the Invoice Document will be an explanation of the basis of estimation.
- 1.9.2 Where the User believes that the Transporter's estimate or basis of estimation is materially inaccurate, the User shall as soon as reasonably practicable after receiving the Invoice Document (and in any event before the Invoice Due Date) contact the Transporter and discuss the estimate or basis of estimation with a view to agreeing upon a more accurate estimate of the amount which is payable, which amount (if so agreed) shall be the amount payable by the User in respect of the estimated Invoice Document, but without prejudice to paragraph 1.8.1 or 4.3.
- 1.9.3 Where (following discussion under paragraph 1.9.2) the User raises an Invoice Query under paragraph 4.2.1:
- (a) paragraph 4.2.1(c)(i) shall apply on the basis of the detail provided of the basis of estimation; and
 - (b) for the purposes of paragraph 4.2.1(c)(ii), the User shall specify the amount by which the User reasonably believes the Transporter's estimate to be under-or over-stated.

Modification 0428: Single Supply Meter Points

- 1.9.4 Except with the agreement of a User, the Transporter may not on the occurrence of any Code Contingency submit Invoice Documents containing estimated Invoice Amounts under this paragraph 1.9 in respect of consecutive Billing Periods.
- 1.9.5 Where in accordance with the Contingency Procedures the Transporter submits Invoice Documents, which do not contain estimated Invoice Amounts, such Invoice Documents shall be submitted in the format required in paragraph 1.3.4.

1.10 Adjustment neutrality

Where any Energy Balancing Charge has been invoiced and, upon the resolution of an Invoice Query or pursuant to paragraph 1.8.1 or (unless expressly otherwise provided) following a Code Modification or otherwise, any adjustment is subsequently made in respect of such Energy Balancing Charge, any amount payable by National Grid NTS to a User or by a User to National Grid NTS pursuant to such adjustment shall be:

- (a) except as provided in paragraph (b), an additional Monthly Adjustment Neutrality Cost, or (as the case may be) an additional Monthly Adjustment Neutrality Revenue for the purposes of Section F4.5.3(a) or (b) in respect of the month(s) to which the adjustment relates; and
- (b) where the relevant Energy Balancing Charge was a Reconciliation Clearing Charge other than in respect of an NTS System Exit Point or a Reconciliation Neutrality Charge, an additional Adjustment Reconciliation Neutrality Cost or (as the case may be) additional Adjustment Reconciliation Neutrality Revenue for the purposes of Section F6.5(a) or (b) (applying pursuant to Section F6.1.2), in respect of the month in which the amount of such adjustment was determined.

1.11 DNO Users

In this Section S references to Users include DNO Users.¹

2 INVOICE TYPES

2.1 General

- 2.1.1 NTS Entry Capacity Invoices, NTS Exit Capacity Invoices, LDZ Capacity Invoices, Balancing Invoices, Commodity Invoices and Reconciliation Invoices are Invoice Documents of the Invoice Types described in Annex S-1.
- 2.1.2 Subject to paragraphs 2.1.3 and 2.1.5, the Invoice Items to be comprised in each of the Invoice Types referred to in paragraph 2.1.1 are set out in Annex S-1.
- 2.1.3 Upon not less than 3 months notice to Users, the Transporter may include in any Invoice Document of an Invoice Type referred to in paragraph 2.1.1 Invoice Items which previously were or would have been contained in an Ad-hoc Invoice (but for the avoidance of doubt only in respect of Invoice Items in respect of charges payable pursuant to the Code).

¹ Implementation of modifications 0338V effective 06:00hrs on 01/01/2013 will add new paragraph 1.12.

Modification 0428: Single Supply Meter Points

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 Manual Modification under Section U8 (but for the avoidance of doubt only in respect of Invoice Items in respect of charges payable pursuant to the Code).

2.1.5 An amount which:

(a) is payable under the Code in relation to, or in connection with the holding of System Capacity at or the offtake of gas at, a Connected System Exit Point, a Shared Supply Meter Point, a VLDMC Supply Point-~~Component~~, or a System Exit Point in a part of an LDZ to which GT Section C3.3.4 applies; and

(b) would otherwise be an Invoice Item within an Invoice Type in Annex S-1, may be contained in an Ad-hoc Invoice.

2.2 Adjustment Invoice

2.2.1 An Adjustment Invoice is an Invoice Document containing Invoice Credits or Invoice Amounts (if not contained in an Ad-hoc Invoice) representing adjustments (by way of credit or debit) to Invoice Amounts contained in one or more LDZ Capacity Invoices or Commodity Invoices.

2.2.2 The amount of interest (if any) payable in respect of any amount payable or repayable pursuant to an Adjustment Invoice will be shown in an Ad-hoc Invoice or Interest Invoice and not in the relevant Adjustment Invoice.

2.3 Interest Invoice

An Interest Invoice is an Invoice Document containing Invoice Amounts representing interest payable pursuant to paragraph 3.5 (other than pursuant to paragraph 4.2.4) by a User or the Transporter in respect of an Invoice Amount under any Invoice Document (including an earlier Interest Invoice).

2.4 Ad-hoc Invoice

2.4.1 An Ad-hoc Invoice is an Invoice Document in respect of an amount not included in another Invoice Type.

2.4.2 The Transporter may submit an Ad-hoc Invoice to any User at any time (but subject to paragraph 1.8.3) in respect of any amount (not included in another Invoice Type) which, at any time prior to the submission of such Invoice Document, becomes payable or repayable by the User or the Transporter to the other pursuant to any provision of the Code or otherwise pursuant to Section B 1.7.9 or (unless otherwise therein provided) pursuant to any Ancillary Agreement.

2.4.3 An Ad-hoc Invoice may also contain adjustments (by way of credit or debit) in respect of any Invoice Amount, other than adjustments to be contained (in accordance with paragraph 2.2) in Adjustment Invoices.

2.4.4 The Transporter will submit (as an Ad-hoc Invoice) an Invoice Document in respect of amounts becoming payable by the Transporter to a User pursuant to Sections G4 and

Modification 0428: Single Supply Meter Points

M5 as soon as reasonably practicable after the month in which the liability to pay such amounts accrues.

2.4.5 The liability of the Transporter pursuant to any provision referred to in paragraph 2.4.4 or Section I3.7 or J3.5 to make any payment to a User is without prejudice to the User's liability for any charge payable to the Transporter, and the Transporter shall not be entitled to discharge its liability by releasing the User from any such liability of the User; and the Transporter shall secure that (where relevant) the Invoice Amounts in relevant Ad-hoc Invoices are stated accordingly.

2.4.6 National Grid NTS will, at the same time as it submits a Balancing Invoice in relation to any Billing Period, submit (as an Ad-hoc Invoice) an Invoice Document in respect of amounts payable by or to National Grid NTS pursuant to Section D3 in respect of such Billing Period.

2.4.7 The management of the issuing of Ad-hoc Invoices and the services provided in respect of Ad-hoc Invoices are contained in the 'Operational Rules Governing the Supply of Invoice Charges via the Ad-hoc Process' which is the document so entitled, published and revised (subject to prior approval by Panel Majority of the Uniform Network Code Committee) from time to time by the Transporters (following consultation with Users) and such document does not form part of Code.

2.5 Miscellaneous

2.5.1 An Adjustment Invoice, Interest Invoice or Ad-hoc Invoice may contain Invoice Amounts (or Invoice Credits in respect of Invoice Amounts) accruing (before such invoice is submitted):

- (a) in the calendar month in which the Invoice Document is submitted; and/or
- (b) in more than one calendar month.

2.5.2 Without prejudice to paragraph 2.4.6, there is no expected timing within a calendar month for the submission of an Adjustment Invoice, Interest Invoice or Ad-hoc Invoice; and, except in the case of an Interest Invoice, more than one such Invoice Document may be submitted to a User in the same calendar month.

2.5.3 A reference to a Billing Period in the context of an Adjustment Invoice, Interest Invoice or Ad-hoc Invoice (other than where submitted pursuant to paragraph 2.4.6) is to the period from the date of accrual of the first to that of the last accruing Invoice Amount contained in such Invoice Document.

3 INVOICE PAYMENT

3.1 Invoice Due Date

3.1.1 Subject to paragraphs 1.7.2, 1.7.4 and 4.2.2, the Invoice Amounts under each Invoice Document shall be paid (by the User to the Transporter or by the Transporter to the User, as the case may be) on or before the Invoice Due Date.

3.1.2 The "**Invoice Due Date**" in respect of an Invoice Document is the day ending at 24:00 hours on:

Modification 0428: Single Supply Meter Points

- (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 Section U and GT Section B5; 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 Document was deemed to be received in accordance with Section U and GT Section B5;
- (c) where the Day (the "**target due date**") determined under paragraph (a), (b) or (d) is not a Business Day:
 - (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 Section U and GT Section B5, or
- (e) the Day determined in accordance with paragraph (b), where the Small Value Invoice is not paid by the Day in paragraph (d).

3.1.3 Where an Invoice Type contains Invoice Amounts payable both by and to a User, only the net amount (the "**Net Invoice Amount**") shall be payable.

3.2 Payment details

3.2.1 Payment of any amount payable under the Code shall be made in pounds sterling in same day funds to the account of the payee at a bank in the United Kingdom notified to the paying party in accordance with paragraph 3.2.2.

3.2.2 The Transporter will notify each User, and each User shall notify the Transporter, of the account name and number, and the name, address and sort code of the account bank, to which payments to the Transporter by such User or (as the case may be) to such User by the Transporter are to be made, within 5 Business Days after the User Accession Date, and of any change in such details not less than 30 Days before such change occurs.

3.2.3 The payer shall instruct the bank remitting payment of any amount payable under the Code to quote the number (under paragraph 1.3.1(e)) of the relevant Invoice Document to the payee's bank when remitting such payment.

3.3 Deductions, withholdings, taxes etc

3.3.1 Without prejudice to paragraphs 3.8, 3.9 and 4.2.2, amounts payable under the Code shall be paid:

Modification 0428: Single Supply Meter Points

- (a) free and clear of any restriction, reservation or condition; and
 - (b) except to the extent (if any) required by law, without deduction or withholding in respect of tax or on account of any amount due or to become due to the paying party, whether by way of set off, counterclaim or otherwise.
- 3.3.2 If, in respect of a payment to be made to the Transporter by a User, any deduction or withholding is required to be made by the law of any country other than a country of the United Kingdom, the User shall:
- (a) ensure that the amount of such withholding or deduction does not exceed the minimum so required;
 - (b) forthwith pay the Transporter such additional amounts as will ensure that the net amount received by the Transporter will be equal to that which would have been received had no deduction or withholding been made; and
 - (c) pay the amount withheld or deducted to the relevant authority in accordance with the relevant requirement of law, and provide to the payee a receipt issued by such authority or (if such a receipt is not available) a certificate in respect of such payment.

3.4 Remittance advice

- 3.4.1 Where payment of any amount is made pursuant to an Invoice Document, the User shall complete and submit to the payee the Invoice Remittance Advice not later than the Day on which payment is made (but no inability of the User to do so shall affect its obligation to make payment).
- 3.4.2 The completed Invoice Remittance Advice shall specify:
- (a) the date when payment is to be made;
 - (b) the amounts, by reference to each Invoice Item (payable to the Transporter) specified in the Invoice Document, in respect of which the payment is to be made, and the total amount to be paid; and
 - (c) any amount or amounts, by reference to each Invoice Item, in respect of which payment is not being made pursuant to paragraph 3.9.4 and/or 4.2.2.
- 3.4.3 Where the Transporter makes payment of any amount pursuant to an Invoice Document, the Transporter will not later than the date on which payment is made notify the User of details equivalent to those to be specified in an Invoice Remittance Advice pursuant to paragraph 3.4.2 (but no inability of the Transporter to do so shall affect its obligation to make payment).
- 3.4.4 Where the Transporter or a User makes payment under more than one Invoice Document on the same Day, it shall secure that a separate remittance is made in respect of each Invoice Document.
- 3.4.5 Where the Invoice Document number is not quoted (in accordance with paragraph 3.4.4) with any remittance made by or on behalf of a User, and no Invoice Remittance Advice corresponding to the remittance is submitted, the Transporter will endeavour to

Modification 0428: Single Supply Meter Points

obtain the User's instructions (by telephone or facsimile) as to the application thereof; but if it has not (by the Business Day following the Day of the remittance) obtained such instructions, the Transporter will apply the amount remitted to or towards Invoice Amount(s) in order of Invoice Due Date (the earliest first) and proportionately as between Invoice Amounts with the same Invoice Due Date, but applying such amount last to any Invoice Amounts which are subject to an Invoice Query.

3.5 Late payment

3.5.1 Without prejudice to Section V4.3.1, where any amount payable under an Invoice is not paid on or before the Invoice Due Date, the paying party shall pay interest, after as well as before judgment, at the Applicable Interest Rate, on the unpaid amount from the Invoice Due Date until the Day on which payment is made.

3.5.2 For the avoidance of doubt paragraph 3.5.1 shall not be construed as permitting late payment of any Invoice Amount.

3.5.3 Without prejudice to any other rights of the Transporter under the Code, including without limitation those under Section V4.3, where, in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by a User under the Code (excluding for the avoidance of doubt amounts which are the subject of an Invoice Query which by virtue of paragraph 4.2.2 have not become due for payment or amounts which are the subject of Profiling Payment by virtue of paragraph 3.9.4 provided strictly that such amounts are repaid in accordance with paragraph 3.9.6) and the relevant User has not paid the amount in full by the due date for payment the Transporter shall be entitled to reject or refuse to accept all or any of the following by the relevant User:

- (a) an application for System Capacity or increased System Capacity at any System Point under Section B or Section G5; and
- (b) a System Capacity Trade under Section B5 in respect of which the User is Transferee User; and
- (c) a Supply Point Nomination or Supply Point Confirmation under Section G, other than a Supply Point Renomination or Supply Point Reconfirmation (unless made in the context of an application under paragraph (a) (above))

with effect from the day after the due date for payment until such time as the relevant User has paid the amount due for payment in full.

3.6 Interest

3.6.1 Where pursuant to any provision of this Section S interest is payable by the Transporter or a User, such interest shall accrue on a daily basis and on the basis of a 365 day year.

3.6.2 Interest payable under this Section S will be compounded to the extent and by virtue of being invoiced in an Interest Invoice, late payment of which will itself be subject to interest under this paragraph 3.6.

3.6.3 The "**Applicable Interest Rate**" is the rate of interest, expressed as a percentage rate per annum, payable in respect of amounts overdue for payment, or subject to repayment, under the Code.

Modification 0428: Single Supply Meter Points

3.6.4 The Applicable Interest Rate shall be:

- (a) except as provided in paragraph (b), the rate of interest set for the relevant period as the statutory interest rate for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998; or
- (b) for the purposes only of paragraphs 1.5.4(a)(ii), 4.2.5 and 4.3.2, or where otherwise expressly provided in the Code, the base rate for the time being of Barclays Bank PLC plus one (1) percentage point per annum.

3.6.5 If the Applicable Interest Rate (pursuant to paragraph 3.6.4(a)) is exercised then the creditor shall be entitled to recover compensation from the debtor to the value according to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

3.6.6 Except in the case of late payment of a Balancing Invoice, where pursuant to paragraph 3.5.1 interest is payable by a Transporter or a User, the Transporter shall submit to the relevant User, an Interest Invoice within 35 Days of the Day on which payment is made.

3.7 Statement of account

3.7.1 The Transporter will provide to each User each month a statement of account showing, by reference to individual Invoice Documents (but not individual Invoice Items) and in aggregate:

- (a) the amounts shown under paragraph (d) in the preceding statement of account (if any) as payable by the User or the Transporter;
- (b) the amounts shown as payable by the User or the Transporter under Invoice Documents submitted to the User since the date of the preceding statement of account (if any), including any amount for which the Invoice Due Date is after the date of the statement of account for the current month;
- (c) the amounts paid by the User or the Transporter since the date of the preceding statement of account (if any); and
- (d) the sum of the amounts shown under paragraphs (a) and (b) less the amounts shown under paragraph (c).

3.7.2 Each statement provided under paragraph 3.7.1 shall state that it is not a tax invoice for Value Added Tax purposes.

3.7.3 No payment obligation of any User or the Transporter shall be affected by any delay or failure by the Transporter in producing a statement of account.

3.8 Set off notice

3.8.1 A Transporter may submit a notice ("**Set off Notice**") to a User in respect of a relevant Invoice Document where either:

- (a) such User has failed to make payment in full in respect of such Invoice Document by the Invoice Due Date in accordance with paragraph 3.1; or
- (b) such User has agreed in writing that a Transporter may apply set off in

Modification 0428: Single Supply Meter Points

accordance with this paragraph 3.8 and such User has not withdrawn such agreement by notice in writing at least 5 Business Days prior to any Set Off Notice;

in such case, the provisions of this paragraph 3.8 shall apply.

3.8.2 For the purposes of this paragraph 3.8 a "**relevant**" Invoice Document is an Invoice Document which:

- (a) has been submitted to the User;
- (b) comprises Invoice Amounts (including Invoice Amounts under any other relevant Invoice Document specified in the Set off Notice) which are payable both by and to a User; and
- (c) such Invoice Amounts are in respect of Transportation Charges.

3.8.3 A Set off Notice shall specify:

- (a) the identity of the User;
- (b) in respect of each relevant Invoice Document:
 - (i) the unique number by which the Invoice Document is identified;
 - (ii) the date the Invoice Document was submitted to the User;
 - (iii) the Invoice Type;
 - (iv) the Invoice Due Date;
 - (v) in respect of each Invoice Item, the Invoice Amount;
- (c) by reference to each of the Invoice Amounts payable both by and to a User under each relevant Invoice Document, the net amount payable by or to the User (the "**net invoice amount**"); and
- (d) the Invoice Document (the "**specified**" Invoice Document) in respect of which the net invoice amount is to be treated as payable (which in the case of a Set off Notice in respect of a single Invoice Document shall be such Invoice Document).

3.8.4 Following the submission of a Set off Notice:

- (a) payment of the net invoice amount by the Transporter or (as the case may be) the User on or before the Invoice Due Date of the specified Invoice Document shall be treated for the purposes of this Section S as payment in full of all Invoice Amounts payable by or to the User under each relevant Invoice Document specified in the Set off Notice;
- (b) paragraphs 3.2, 3.4 and 3.7 shall apply in respect of each relevant Invoice Document;
- (c) the Transporter or (as the case may be) the User will remain liable for the

Modification 0428: Single Supply Meter Points

payment of interest in accordance with paragraph 3.5 in respect of the late payment of any Invoice Amount under a relevant Invoice Document where payment was not made by the Invoice Due Date; and

- (d) in the event the net invoice amount is not paid on or before the Invoice Due Date of the specified Invoice Document paragraph 3.5 shall apply in respect of each Invoice Document specified in the Set off Notice.

3.8.5 Where a User has notified the Transporter of an Invoice Query (in accordance with paragraph 4.2) in respect of an Invoice Item under a relevant Invoice Document:

- (a) prior to the submission of a Set off Notice, the Transporter shall take account of the Invoice Amount which is the subject of the Invoice Query when determining the net invoice amount payable;
- (b) following the submission of a Set off Notice, the Transporter may:
 - (i) make payment of any such amount for which it is liable pursuant to this Section S in respect of the Invoice Query; or
 - (ii) submit a revised Set off Notice to take account of the Invoice Amount which is subject of the Invoice Query (and the first Set off Notice shall cease to have effect).

3.9 Profiling Payment

3.9.1 For the purposes of this paragraph 3.9:

- (a) A **“Qualifying User”** shall be deemed to be a User:
 - (i) who is a Registered User in respect of no more than 100,000 Smaller Supply Points across all Distribution Networks;
 - (ii) has a Code Credit Limit in relation to the relevant DNO which, in aggregate with the Code Credit Limits in relation to that DNO of each other User in respect of which an instrument of surety or security has been provided pursuant to Section V3.4.6 jointly with such User, is no greater than £500,000; and
 - (iii) whose maximum Value at Risk in the three months preceding May of the calendar year is still less than the User’s Code Credit Limit.
- (b) **“Profiling Payment”** shall mean the payment of LDZ Capacity Invoice by a Qualifying User in accordance with paragraph 3.9.4.
- (c) **“Profiling Month”** shall mean a month where an LDZ Capacity Invoice relates to a Billing Period covering May, June, July or August.
- (d) **“Profiling Amount”** shall mean the Invoice Amount of an LDZ Capacity Invoice relating to the Smaller Supply Point element of:
 - (i) the LDZ Capacity Charge; and
 - (ii) the Capacity Variable Component of the Customer Charge.

Modification 0428: Single Supply Meter Points

- 3.9.2 A Qualifying User shall be entitled to elect to Profiling Payment for the purposes of settling LDZ Capacity Invoice.
- 3.9.3 Where a Qualifying User wishes to move to Profiling Payment in respect of a LDZ Capacity Invoice, it shall submit a notice (“profiling notice”) to the relevant DNO confirming its intention to do so.
- 3.9.4 Subject to paragraph 3.9.5, where a Qualifying User submits a profiling notice, it shall be entitled to withhold, in any Profiling Month, up to 50% of the Profiling Amount, provided that it pays no less than 50% of the Profiling Amount by the Invoice Due Date.
- 3.9.5 Where pursuant to paragraph 3.9.4 any amount is withheld on the Invoice Due Date, the withheld amount shall be payable by the Qualifying User in accordance with paragraph 3.9.6, and interest from the Invoice Due Date shall be payable in accordance with paragraph 3.5 on such amount withheld.
- 3.9.6 Where any amount is withheld on the Invoice Due Date by a Qualifying User pursuant to paragraph 3.9.4 above, then the aggregate of the amounts withheld for each Profiling Month (such aggregate to be calculated following 31 August in each calendar year) shall be paid by the Qualifying User in six equal instalments on or before the last Business Day of each month from October through to March (inclusive), provided that at any time during this period the Qualifying User shall have the option to pay more than the sum equivalent to the instalment due.
- 3.9.7 All amounts withheld by a Qualifying User pursuant to paragraph 3.9.4 shall be settled in full by 31 March following the period where Profiling Payment occurred.
- 3.9.8 All payments made by Qualifying User in accordance with paragraph 3.9.6 shall be offset against the earliest occurring withheld amount for the purposes of calculating interest pursuant to paragraph 3.5 and VAT pursuant to paragraph 1.6.
- 3.9.9 A Qualifying User shall clarify to the relevant DNO their VAT payments in relation to withheld amounts subject to Profiling Payment.
- 3.9.10 Where a Qualifying User adheres, to the fullest extent, to the terms of paragraph 3.9.6 and 3.9.7, the relevant DNO shall exclude amounts subject to Profiling Payment (by virtue of paragraph 3.9.4) when determining any amount (or amounts in aggregate) which have become due for payment by the Qualifying User under the Code.
- 3.9.11 To extent that a Qualifying User does not comply with paragraph 3.9.6 and/or 3.9.7, any amounts previously excluded by the relevant DNO by virtue of paragraph 3.9.10 shall, with immediate effect, be included for the purpose of determining any amount (or amounts in aggregate) which have become due for payment by the Qualifying User under the Code and the relevant DNO shall be entitled to exercise any right available to it including (without limitation) any right pursuant to paragraph 3.5 and/or Section V4.3.
- 3.9.12 Subject to paragraph 3.9.10, the provisions of this paragraph 3.9 are without prejudice to TPD Section V3 and Section TPD V4 of the Code.
- 3.9.13 In this paragraph 3.9 a references to User shall not include a DNO User.

Modification 0428: Single Supply Meter Points

4 INVOICE QUERIES, ETC

4.1 Invoice Queries

- 4.1.1 For the purposes of this Section S an "**Invoice Query**" is any question or dispute as to the proper calculation of any amount shown as payable by a User or the Transporter under an Invoice Document or as to whether any such amount is or was properly payable and references to the amount of an Invoice Query are to the amount by which the User submitting the Invoice Query considers the Invoice Amount to be incorrect.
- 4.1.2 A User may notify an Invoice Query by telephone (subject to paragraph 4.1.3), by Conventional Notice or by UK Link Communication.
- 4.1.3 Where a User notifies an Invoice Query by telephone, the Transporter may (at the time of the telephone communication) require that the Invoice Query be notified by Conventional Notice or UK Link Communication, in which case the Invoice Query shall be deemed not to have been raised for the purposes of paragraph 4.2.1 until so notified.
- 4.1.4 The Transporter and the relevant User will endeavour to resolve Invoice Queries by agreement.
- 4.1.5 Any reference in this Section S:
- (a) to the resolution of an Invoice Query is a reference to the resolution thereof by agreement (at any time) between the Transporter and the relevant User or by determination thereof (in accordance with paragraph (b));
 - (b) to the determination of an Invoice Query is a reference:
 - (i) to the resolution of a dispute in respect thereof under any provision of GT Section A where applicable; and
 - (ii) except as provided in paragraph (i), to the outcome of any proceedings commenced by the Transporter or the relevant User in respect thereof.
- 4.1.6 Without prejudice to any obligation (including any liability to pay interest pursuant to paragraph 4.2.4) of Users pursuant to this Section, the Transporter agrees that it will make available such resources as are in its reasonable opinion reasonably adequate to deal reasonably promptly with reasonable Invoice Queries.
- 4.1.7 In paragraph 4.1.8 'appropriate resources' shall mean the application by the Transporter in respect of an Invoice Query, of available resources that are commensurate with and appropriate to the value of the Invoice Query.
- 4.1.8 In relation to an Invoice Query, for which there exists an Invoice Query Methodology, relating to an Invoice Document in respect of which the relevant Billing period is February 1998 or any subsequent month:
- (a) where it has not been possible to resolve the Invoice Query by applying appropriate resources; or

Modification 0428: Single Supply Meter Points

- (b) the Transporter is of the opinion that the Invoice Query will not be resolved by applying appropriate resources

the Transporter shall, where agreed with the User, calculate, in accordance with the Invoice Query Estimation Methodology, an estimated value for the Invoice Amount which is the subject of the Invoice Query.

- 4.1.9 Without prejudice to paragraph 4.1.5 where the Transporter calculates an estimated value for the amount of an Invoice Query in accordance with paragraph 4.1.8, the Invoice Query shall be held to have been resolved on the basis of such estimated value, which estimated value shall be deemed to be final and conclusive as to the proper calculation of the amount payable.
- 4.1.10 An "**Invoice Query Estimation Methodology**" is a document so entitled, prepared, published and revised (subject to prior approval by Panel Majority of the Uniform Network Code Committee) from time to time by Transporters (in consultation with Users) setting out (inter alia) the methodology to be applied by the Transporter for the purposes of calculating an estimated value of the amount of each Invoice Query.
- 4.1.11 In the preparation (and revision) of an Invoice Query Methodology the Transporters shall seek to ensure that the methodology is designed to apply in such a manner that the estimated values calculated for amounts that are the subject of Invoice Queries are, as between the Transporter and Users and as between Users, fair and equitable.
- 4.1.12 Without prejudice to paragraphs 4.1.6, 4.1.8 and 4.1.9, where a User gives simultaneous notification to the Transporters of thirty or more relevant Invoice Queries, the User may also notify the Transporters that it elects that paragraph 4.5 apply to the resolution of the relevant Invoice Queries (an "**Invoice Query Batch**").
- 4.1.13 For the purposes of paragraph 4.1.12, a "**relevant Invoice Query**" is an Invoice Query:
 - (a) which relates to a Larger Supply Point, other than in respect of an Invoice Item on a Commodity Invoice or Reconciliation Invoice determined by reference to the Metered Quantity or Reconciliation Quantity respectively; and
 - (b) where the amount is less than £40.

4.2 Invoice Queries before payment

- 4.2.1 Where a User wishes to raise any Invoice Query in respect of an amount shown as payable by the User under an Invoice Document, the User may, not later than the Day before the Invoice Due Date, notify (in accordance with paragraph 4.1.2 and 4.1.3) such Invoice Query to the Transporter, specifying:
 - (a) the Invoice Type, date and number of the Invoice Document;
 - (b) the Invoice Item to which the Invoice Query relates;
 - (c) an explanation of the basis on which the Invoice Query arises, and the amount of the Invoice Amount which is subject to the Invoice Query:
 - (i) identified by reference to the particular item of supporting data (in accordance with paragraph 1.3.4) in respect of which the Invoice Query

Modification 0428: Single Supply Meter Points

arises, on the basis of the level of greatest detail of such supporting data provided for in the UK Link Manual, to the extent that such data was provided by the Transporter, and subject to paragraph 4.2.6 where applicable; and

- (ii) where the basis of the Invoice Query is that the value of any parameter by reference to which the Invoice Amount is determined is incorrectly stated in such supporting data, the amount (estimated as accurately as is reasonably practicable) by which such value is incorrectly stated; and
 - (d) the amount of the Invoice Amount which is not subject to the Invoice Query, determined on the basis that only so much of the Invoice Amount as is identified in paragraph (c) is subject to the Invoice Query.
- 4.2.2 Where a User raises an Invoice Query in accordance with the requirements of paragraph 4.2.1 (but not otherwise), the amount subject to the Invoice Query (in accordance with paragraph 4.2.1(c)) shall not be payable on the Invoice Due Date, but without prejudice to paragraph 4.2.4.
- 4.2.3 Except as provided in paragraph 4.2.2, but without prejudice to paragraph 4.3.1, the whole amount shown as payable by a User in any Invoice Document shall be payable on the Invoice Due Date.
- 4.2.4 Where pursuant to paragraph 4.2.2 any amount is not paid on the Invoice Due Date by a User, the amount (if any) which is agreed or determined (following resolution of the Invoice Query) to be payable by the User shall be payable upon such resolution, and interest from the Invoice Due Date shall be payable in accordance with paragraph 3.5 (but subject to paragraph 4.2.5) on such amount.
- 4.2.5 For the purposes of paragraph 4.2.4, where it is agreed or determined that the question or dispute the subject of the Invoice Query pursuant to paragraph 4.2.2 was a bona fide question or dispute, the Applicable Interest Rate shall be:
- (a) for Invoice Items other than those listed in paragraph 5 of Annex S-1, the rate under paragraph 3.6.4(b); and
 - (b) for Invoice Items listed in paragraph 5 of Annex S-1 the rate under paragraph 3.6.4(b) until the expiry of 2 Business Days after the date of resolution of the Invoice Query.
- 4.2.6 Where, by reason of a delay (after the UNC Implementation Date) in the preparation or submission of any Invoice Documents:
- (a) the Transporter submits to a User, in the same month, Invoice Documents of the same Invoice Type (other than the Invoice Types referred to in paragraph 4.2.8) in respect of several Billing Periods to a User; or
 - (b) the Transporter submits to a User in any month Invoice Documents of different Invoice Types (other than the Invoice Types referred to in paragraph 4.2.8) at intervals which are substantially less (so that they are submitted on the same Day or within the space of a few Days) than those allowed for by the expected timing under paragraph 1.4.2

Modification 0428: Single Supply Meter Points

paragraph 4.2.7 shall apply.

4.2.7 In relation to any such Invoice Document as is referred to in paragraph 4.2.6:

- (a) the level of detail by reference to which (for the purposes of paragraph 4.2.1) any Invoice Query is required to be given shall be such as is reasonable having regard to the extent of the supporting data and the time (from submission of the Invoice Document until the Invoice Due Date) available for the User to review such Invoice Documents and the supporting data; and
- (b) where the User raised an Invoice Query containing less detail than would have been required but for paragraph (a):
 - (i) the User shall as soon as is reasonable provide to the Transporter the details which were omitted; and
 - (ii) to the extent that the User does not comply with paragraph (i), the suspension (pursuant to paragraph 4.2.2) of the User's obligation to pay shall cease to apply.

4.2.8 The Invoice Types excluded from paragraph 4.2.6(a) and (b) are Invoice Types within paragraph 2.5.1, except that Ad-hoc Invoices submitted pursuant to paragraph 1.9.1 shall be included.

4.3 Other Invoice Queries

4.3.1 Subject to paragraph 1.8.3, nothing in this paragraph 4 shall prevent a User from raising any Invoice Query other than pursuant to paragraph 4.2.1, including in respect of any amount after payment has been made in respect of such amount, or from paying any such amount at the same time as notifying an Invoice Query in respect thereof; provided that (without prejudice to the resolution of the Invoice Query) no constructive trust or other implied term as to the receipt or application by the payee of the amount paid shall arise.

4.3.2 Where, upon the resolution of an Invoice Query or otherwise, it is agreed or determined that any amount or part of any amount paid should not have been paid, the payee shall repay such overpaid amount with interest at the Applicable Interest Rate from the date on which payment was made to it or if later the Invoice Due Date until the date of such repayment.

4.3.3 Notwithstanding paragraph 4.2.2, a User shall pay the Invoice Amount in respect of NTS Entry Capacity Charges in respect of Daily NTS Entry Capacity, NTS Entry Capacity Charges in respect of Interruptible NTS Entry Capacity and (where payable by the User) Capacity Neutrality Charges under each NTS Entry Capacity Invoice in full on the Invoice Due Date, notwithstanding any Invoice Query, and paragraphs 4.3.1 and 4.3.2 will apply in respect of any such Invoice Query.

4.4 Invoicing of resolved Queries

4.4.1 As soon as reasonably practicable after any Invoice Query is resolved, and in any event by the end of the second following month, the Transporter will prepare and submit to the relevant User an appropriate Invoice Document in respect of the amount (if any) agreed or determined to be payable or repayable by the Transporter or the relevant User.

Modification 0428: Single Supply Meter Points

4.4.2 Save in respect of an Invoice Query relating to charges in respect of the Invoice Items listed in paragraph 5 of Annex S-1, as soon as reasonably practicable after any Invoice Query is resolved, and in any event by the end of the third following month, the Transporter will prepare and submit to the relevant User an appropriate Invoice Document in respect of the amount (if any) of interest payable by the Transporter or the User in respect of such Invoice Query.

4.5 Invoice Query Batch sampling

4.5.1 Following an election by a User pursuant to paragraph 4.1.12:

- (a) the Transporters shall take a batch sample from the Invoice Query Batch and determine in respect of each Invoice Query in the batch sample whether the Invoice Query complies with paragraph 4.2.1;
- (b) where:
 - (i) more than 5% (in number) of the Invoice Queries in the batch sample do not comply with the requirements of paragraph 4.2.1, all Invoice Queries in the Invoice Query Batch shall be deemed not to comply with paragraph 4.2.1;
 - (ii) 5% or fewer (in number) of the Invoice Queries in the batch sample do not comply with the requirements of paragraph 4.2.1, all Invoice Queries in the Invoice Query Batch shall be deemed to comply with paragraph 4.2.1;
- (c) where paragraph (b)(i) applies:
 - (i) the Transporters will provide the User with details of the Invoice Queries in the batch sample which did not comply with paragraph 4.2.1;
 - (ii) the User shall be deemed not to have notified the Transporters of any of the Invoice Queries in the Invoice Query Batch and the User may notify the Transporter of such Invoice Queries pursuant to paragraph 4.2.1 or 4.1.12;
 - (iii) where paragraph (b)(ii) applies, the Transporters shall calculate the average invoice query factor;
- (d) the "**average invoice query factor**" shall be, for each Invoice Query in the batch sample which complied with paragraph 4.2.1, the sum of the amounts determined by the Transporters as being the amount which should have properly been the subject of the Invoice Query divided by the sum of the amounts as notified by the User; and
- (e) in respect of each Invoice Query in the Invoice Query Batch, the amount which should have properly been the subject of the Invoice Query shall be, where the average invoice query factor is:
 - (i) less than or greater than 1, the amount notified by the User multiplied by the average invoice query factor;

Modification 0428: Single Supply Meter Points

(ii) equal to 1, the amount notified by the User.

4.5.2 For the purposes of paragraph 4.5.1, the "**batch sample**" shall comprise, where the number of Invoice Queries comprised in the Invoice Query Batch:

- (a) exceeds 10,000, a random sample of 222 Invoice Queries;
- (b) is greater than 30 but less than 10,000, a random sample of such number of Invoice Queries ('s') determined as follows:

$$s = (nl + (f * (nh - nl)))$$

where: f equals $(N - NI)/(Nh - NI)$;

N is the number of Invoice Queries in the Invoice Query Batch;

'NI' is the closest batch size below (lower batch size) the actual number of queries is an Invoice Query Batch; and

'Nh' is the closest batch size above (higher batch size) the actual number of queries in the Invoice Query Batch

'nl' and 'nh' are the appropriate sample size set out in Annex S-2.

4.6 GRE Invoice Query Incentive Scheme Methodology

4.6.1 For the purposes of this section:

- (a) the "**GRE Invoice Query Incentive Scheme Methodology**" is a document prepared by National Grid NTS and agreed with the Authority dated February 2003 setting out the methodology for the calculation of Incentive Payments;
- (b) the "**GRE Invoice Query**" shall mean an Invoice Query raised by a User for the overpayment of Reconciliation Clearing Charges as determined in accordance with the GRE Invoice Query Incentive Scheme Methodology;
- (c) a "**Valid GRE Invoice Query**" is a GRE Invoice Query which results in a financial adjustment for the overpayment of Reconciliation Clearing Charges;
- (d) a "**month**" for the purposes of this paragraph is the period from the 6th day in one month until and including the 5th day in the following month;
- (e) the "**Query Receipt Month**" shall mean the month in which the GRE Invoice Query is received by National Grid NTS;
- (f) the "**Service Standard Adjustment Month**" shall mean the target month for the processing of financial adjustments in respect of a Valid GRE Invoice Query and this will be the third month following the Query Receipt Month;
- (g) the "**Relevant Month**" shall mean the month in which the financial adjustment for the overpayment of the Reconciliation Charge is paid by National Grid NTS to the User in accordance with the service standard as defined within the GRE Invoice Query Incentive Scheme Methodology; and

Modification 0428: Single Supply Meter Points

- (h) the "**Incentive Payment**" shall mean the amount payable by National Grid NTS the User and such amounts will be determined in accordance with the GRE Invoice Query Incentive Table contained within the GRE Invoice Query Incentive Scheme Methodology.
- 4.6.2 For the purposes of Section V10, the rules in this paragraph are Compensation Rules within Compensation Group F; and in relation thereto the 'payment month' is the second month following the Relevant Month.
- 4.6.3 Amounts payable by National Grid NTS pursuant to this GRE Invoice Query Incentive Scheme Methodology will be invoiced and are payable in accordance with Section S.

4.7 Operational Queries

- 4.7.1 For the purposes of this Section S:
- (a) the "**Guidelines**" is the document entitled 'Standards of Service Query Management Operational Guidelines' as prepared, published and revised (subject to prior approval by Panel Majority of the Uniform Network Code Committee) from time to time by the Transporters (in consultation with Users);
 - (b) "**Queries**" shall have the meaning of 'Invoice and Operational queries for both Gas Transportation (GT) and Meter Asset Queries' as defined in the Guidelines but not including Excluded Queries and "**Query**" shall be defined accordingly;
 - (c) the "**Query Receipt Day**" shall mean the day in which a Query is received by the Transporter in accordance with the Guidelines;
 - (d) a "**Query Count Day**" shall have the same meaning as 'Transporter Day' in the Guidelines being a Business day where the resolution of the query is within the direct control of the Transporter;
 - (e) an "**Excluded Query**" shall (subject to paragraph 4.8.8) be a Query of a type that is to be excluded from the calculation of liability payments under this Section as further set out in the Guidelines in relation to 'Query Categories Excluded';
 - (f) "**Final Achieved Performance**" is the performance figure for the resolution of Queries calculated in accordance with the Guidelines; and
 - (g) "**Query Standard**" shall mean:
 - (i) from the Query Implementation Date (subject to paragraph (ii) below), the appropriate percentage set out in the "**Query Implementation Date**" column in Annex S-3;
 - (ii) from the first day of the calendar month that is no less than 6 months after the Query Implementation Date (subject to paragraph (iii) below), the appropriate percentage set out in the '6 month' column in Annex S-3;
 - (iii) from the first day of the calendar month that is no less than 12 months after the Query Implementation Date (subject to paragraph (iv) below),

Modification 0428: Single Supply Meter Points

the appropriate percentage set out in the '12 month' column in Annex S-3;

- (iv) from the first day of the calendar month that is no less than 18 months after the Query Implementation Date, the appropriate percentage set out in the '18 month' column in Annex S-3.

4.7.2 In respect of Queries relating to Smaller Supply Points and Larger Supply Points respectively, Transporters are required to resolve within a calendar month not less than the appropriate Query Standard set out for 'metering' Queries and 'GT' Queries respectively (and as such terms are further described in the guidelines).

4.7.3 Where Final Achieved Performance for Smaller Supply Points is less than the relevant Query Standard for a User within a calendar month Transporters will in aggregate pay to the User an amount calculated as the aggregate of:

$$\begin{aligned} \text{(a)} \quad & (((SGT_4/100)*A) - B_4 - C) * \text{£}1) + \\ & (((SGT_{10}/100)*A) - B_{10} - C) * \text{£}3) + \\ & (((SGT_{20}/100)*A) - B_{20} - C) * \text{£}6) + \end{aligned}$$

where:

SGT_4 is the relevant Query Standard for '4 day standard' for Smaller Supply Points: GT set out in Annex S-3;

SGT_{10} is the relevant Query Standard for '10 day standard' for Smaller Supply Points: GT set out in Annex S-3;

SGT_{20} is the relevant Query Standard for '20 day standard' for Smaller Supply Points: GT set out in Annex S-3;

A is the number of Queries resolved in the calendar month relating to gas transportation at Smaller Supply Points;

B_4 is the number of Queries resolved within 4 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;

B_{10} is the number of Queries resolved within 10 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;

B_{20} is the number of Queries resolved within 20 Query Count Days for Smaller Supply Points in the calendar month relating to gas transportation;

C is the number of Excluded Queries resolved for the User within the calendar month; and

$$\begin{aligned} \text{(b)} \quad & (((SM_4/100)*A) - B_4 - C) * \text{£}1) + \\ & (((SM_{10}/100)*A) - B_{10} - C) * \text{£}3) + \end{aligned}$$

Modification 0428: Single Supply Meter Points

$$(((SM_{20}/100)*A) - B_{20} - C) * £6) +$$

where:

- SM₄ is the relevant Query Standard for '4 day standard' for Smaller Supply Points: metering set out in Annex S-3;
- SM₁₀ is the relevant Query Standard for '10 day standard' for Smaller Supply Points: metering set out in Annex S-3;
- SM₂₀ is the relevant Query Standard for '20 day standard' for Smaller Supply Points: metering set out in Annex S-3;
- A is the number of Queries resolved in the calendar month relating to metering at Smaller Supply Points;
- B₄ is the number of Queries resolved within 4 Query Count Days for Smaller Supply Points in the calendar month relating to metering;
- B₁₀ is the number of Queries resolved within 10 Query Count Days for Smaller Supply Points in the calendar month relating to metering;
- B₂₀ is the number of Queries resolved within 20 Query Count Days for Smaller Supply Points in the calendar month relating to metering; and
- C is the number of Excluded Queries resolved for the User within the calendar month.

4.7.4 If for a Smaller Supply Point the Transporter does not resolve the Query within 40 Query Count Days the Transporter will be liable to pay to the User £20 and the Transporter will further pay an additional £20 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.

4.7.5 Where Final Achieved Performance for Larger Supply Points is less than the relevant Query Standard for a User within a calendar month Transporters will pay in aggregate to the User an amount calculated as the aggregate of:

(a) $(((LGT_{10}/100)*A) - B_{10} - C) * £5) + (((LGT_{20}/100)*A) - B_{20} - C) * £30)$

where:-

- LGT₁₀ is the relevant Query Standard for '10 day standard' for Larger Supply Points: GT set out in Annex S-3;
- LGT₂₀ is the relevant Query Standard for '20 day standard' for Larger Supply Points: GT set out in Annex S-3;
- A is the number of Queries resolved in the calendar month relating to gas transportation at Larger Supply Points;
- B₁₀ is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;

Modification 0428: Single Supply Meter Points

B₂₀ is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to gas transportation;

C is the number of Excluded Queries resolved for the User within the calendar month; and

$$(b) \quad \begin{aligned} & (((LM_{10}/100)*A) - B_{10} - C) * £5) + \\ & (((LM_{20}/100)*A) - B_{20} - C) * £30) \end{aligned}$$

where:-

LM₁₀ is the relevant Query Standard for '10 day standard' for Larger Supply Points: metering set out in Annex S-3;

LM₂₀ is the relevant Query Standard for '20 day standard' for Larger Supply Points: metering set out in Annex S-3;

A is the number of Queries resolved in the calendar month relating to metering at Larger Supply Points;

B₁₀ is the number of Queries resolved within 10 Query Count Days for Larger Supply Points in the calendar month relating to metering;

B₂₀ is the number of Queries resolved within 20 Query Count Days for Larger Supply Points in the calendar month relating to metering; and

C is the number of Excluded Queries resolved for the User within the calendar month.

4.7.6 If for a Larger Supply Point the Transporter does not resolve the Query within 40 Query Count Days the Transporter will be liable to pay to the User £70 and the Transporter will further pay an additional £70 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.

4.7.7 Where the volume of Queries submitted by a User on a day exceeds the volume daily limits set out in the Guidelines, the rules for dealing with such daily excess submissions set out in the Guidelines will be applied.

4.7.8 Queries relating to Meter assets shall be Excluded Queries from Metering Separation Date.

4.7.9 For the purposes of Section V10, the rules in this paragraph are Compensation Rules within Compensation Group L; and in relation thereto the "**payment month**" is the second month following the month in which the Query was resolved.

Modification 0428: Single Supply Meter Points

Annex S-1

INVOICE TYPES AND INVOICE ITEMS

1 NTS Entry Capacity Invoice

An "**NTS Entry Capacity Invoice**" is an Invoice Document in respect of the following separate Invoice Items:

- (a) NTS Entry Capacity Charges in respect of Monthly NTS Entry Capacity;
- (b) NTS Entry Capacity Charges in respect of Daily NTS Entry Capacity;
- (c) NTS Entry Capacity Charges in respect of Interruptible NTS Entry Capacity;
- (d) Capacity Surrender Charges;
- (e) Firm Curtailment Charges;
- (f) System Entry Overrun Charges;
- (g) Capacity Neutrality Charges; and
- (h) Force Majeure Premium Charge.

2 NTS Exit Capacity Invoice

An "**NTS Exit Capacity Invoice**" is an Invoice Document in respect of the following separate Invoice Items:

- (a) NTS Exit Capacity Charges – Annual NTS Exit (Flat) Capacity;
- (b) NTS Exit Capacity Charges – Daily NTS Exit (Flat) Capacity;
- (c) NTS Exit Capacity Charges – Off-peak Daily NTS Exit (Flat) Capacity;
- (d) NTS Exit (Flat) Capacity Surrender Charges;
- (e) NTS Offtake Reduction Charges; and
- (f) NTS Exit (Flat) Overrun Charges.

3 LDZ Capacity Invoice

An "**LDZ Capacity Invoice**" is an Invoice Document in respect of the following Invoice Items:

- (a) LDZ Capacity Charges;

Modification 0428: Single Supply Meter Points

- (b) Customer Charges - Capacity Variable Component; and
- (c) Customer Charges - Fixed Component.

4 Commodity Invoice

A "**Commodity Invoice**" is an Invoice Document in respect of the following Invoice Items:

- (a)
 - (i) NTS Entry Commodity Charges;
 - (ii) NTS Exit (Flat) Commodity Charges; and
 - (iii) NTS Optional Commodity Charges;
- (b) LDZ Commodity Charges;
- (c) Customer Charges - Commodity Variable Component;
- (d) Supply Point Ratchet Charges - LDZ Capacity Charges; and
- (e) Supply Point Ratchet Charges - Capacity Variable Component of Customer Charge

5 Balancing Invoice

A "**Balancing Invoice**" is an Invoice Document in respect of the following Invoice Items:

- (a) Market Balancing Action Charges in respect of Market Balancing Sell Actions;
- (b) Daily Imbalance Charges in respect of which National Grid NTS is the seller;
- (c) Scheduling Charges - Input;
- (d) Scheduling Charges - Output;
- (e) Balancing Neutrality Charges;
- (f) Not used;
- (g) Reconciliation Neutrality Charges - NDM Reconciliation and CSEP Reconciliation for Unmetered Connected System Exit Points;
- (h) Reconciliation Neutrality Charges - DM Reconciliation and CSEP Reconciliation for Metered Connected System Exit Points;
- (i) Market Balancing Action Charges in respect of Market Balancing Buy Actions (a self-bill amount);
- (j) Daily Imbalance Charges in respect of which the User is the seller (self-bill amount);

Modification 0428: Single Supply Meter Points

- (k) Physical Renomination Incentive Charges; and
- (l) Total Incentivised Nomination Charges.

6 Reconciliation Invoice

A "**Reconciliation Invoice**" is an Invoice Document in respect of the following Invoice Items:

- (a) Reconciliation Clearing Charge;
- (b) Reconciliation Transportation Charge Adjustments in respect of the NTS Exit Commodity Charge, the LDZ Commodity Charge and the Commodity Variable Component of Customer Charges;
- (c) User Aggregate Reconciliation Clearing Charges; and
- (d) User Aggregate Transportation Charge Adjustments in respect of the NTS Exit Commodity Charge, the LDZ Commodity Charge and the Commodity Variable Component of Customer Charges.

Amounts in respect of Aggregate LDZ Reconciliation pursuant to Section E7.8.2 shall be invoiced by way of Ad-hoc Invoice and not Reconciliation Invoice.

7 Small Value Invoice

A "**Small Value Invoice**" is an Invoice Document in respect of an Invoice Amount which has a value of less than £25 and which is:

- (a) listed under Appendix II of the Operation Rules Governing the Supply of Invoice Charges via the Ad-hoc Process; or
- (b) an Adjustment Invoice; or
- (c) an Interest Invoice;

except where it contains a Balancing Neutrality Charge, a Capacity Neutrality Charge or a Reconciliation Neutrality Charge.

Modification 0428: Single Supply Meter Points

Annex S-2

Invoice Query Batch Size (Nl/Nh)	Sample Size (nl/nh)
30	30
50	41
100	69
200	105
300	128
500	154
1,000	182
2,000	200
10,000	217

Modification 0428: Single Supply Meter Points

Annex S-3

QUERY STANDARD	Query Implementation Date	6 month	12 month	18 month
Smaller Supply Points: GT				
4 Day Standard: GT (SGT ₄)	50%	65%	75%	80%
10 Day Standard: (SGT ₁₀)	85%	90%	95%	95%
20 Day Standard (SGT ₂₀)	98%	98%	98%	98%
SMALLER SUPPLY POINTS: METERING				
4 Day Standard: GT (SM ₄)	50%	65%	75%	80%
10 Day Standard: (SM ₁₀)	85%	90%	95%	95%
20 Day Standard (SM ₂₀)	98%	98%	98%	98%
Larger Supply Points: GT				
4 Day Standard: (LGT ₄)	50%	65%	75%	80%
10 Day Standard: (LGT ₁₀)	85%	90%	95%	95%
20 Day Standard (LGT ₂₀)	98%	98%	98%	98%
LARGER SUPPLY POINTS: METERING				
4 Day Standard: (LM ₄)	50%	65%	75%	80%
10 Day Standard: (LM ₁₀)	85%	90%	95%	95%
20 Day Standard (LM ₂₀)	98%	98%	98%	98%