

Review Group 0217 proposed UNC Code Changes

UNC – Defined Terms

[Code Contingency Guidelines Document TPD U6.1.1 \(a\)](#)

TPD Section V 12 - GENERAL PROVISIONS RELATING TO UNC RELATED DOCUMENTS

12.1 Purpose

The purpose of this Section is to establish generic governance arrangements in respect of the following UNC Related Documents (each “**Document**” and collectively the “**Documents**”):

- (a) Network Code Operations Reporting Manual as referenced in Section V9.4;
 - (b) Network Code Validation Rules referenced in Section M1.5.3;
 - (c) ECQ Methodology as referenced in Section Q6.1.1(c);
 - (d) Measurement Error Notification Guidelines for NTS to LDZ and LDZ to LDZ Measurement Installations as referenced in OAD Section D3.1.5.: and
 - [\(e\) Code Contingency Guidelines Documents as referenced in Section U6.1.1 \(a\)](#)
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TPD Section U 6 – CONTINGENCY ARRANGEMENTS

6.1 General

6.1.1 For the purposes of the Code:

- [\(a\) The "Code Contingency Guidelines Documents" means the documents so entitled and issued by the Transporters, as from time to time revised in accordance with Section V12.](#)
 - [i It shall be an obligation of the Transporter or a UK Link User to comply with a provision of the Code Contingency Guidelines Documents where such provision is expressly identified in the Code Contingency Guidelines Documents as ones which is made binding on the Transporter or such UK Link User by this Section U, and not otherwise; but it is acknowledged that as respects all provisions of the Code Contingency Guidelines Documents \(whether or not made binding by this Section U\) a User may be unable to make a UK Link Communication \(and so may be unable to exercise an entitlement to make a Code Communication required to be made as such\) where the User does not comply with such provisions.](#)
 - [ii The Code Contingency Guidelines Documents does not form a part of the Code \(subject to paragraph V12\); and in case of any conflict between the Code and the Code Contingency Guidelines Documents, the Code shall prevail.](#)
- [\(b\) the "Contingency Procedures" are procedures forming part of the Code Contingency Guidelines Documents for the Transporter and Users to communicate with each other in the event of a Code Contingency;](#)

(c) a "**Code Contingency**" is an event or circumstance affecting UK Link, of a kind specified in the Contingency Procedures, which affects the ability of the Transporters or Users (or where so specified in the Contingency Procedures, of a particular Transporter or User or particular Transporters or Users) to give or receive UK Link Communications, or to generate information to be contained in a Code Communication.

6.1.2 The Transporter and UK Link Users agree to adopt and (in the event of a Code Contingency) to implement the relevant Contingency Procedures.

6.1.3 A Code Contingency may (where so specified in the Contingency Procedures) include:

- (a) a degradation in performance of UK Link which falls short of a failure thereof (where the Contingency Procedures are likely, having regard to such degradation, to provide a superior method of communicating);
- (b) planned UK Link downtime which occurs other than between 04:00 hours and 06:00 hours on any Day.

6.2 Code Communications

6.2.1 In the event of a Code Contingency, where so provided in the Contingency Procedures, a Code Communication which would normally be required to be given as a UK Link Communication may (notwithstanding any other provision of the Code or the [Code Contingency Guidelines Documents](#)) be given by any means provided for in the Contingency Procedures.

6.2.2 Except as provided in the Code or the Contingency Procedures, the provisions of the Code will apply in and will not be affected by a Code Contingency; and in particular any requirements under the Code or the [Code Contingency Guidelines Documents](#) as to the timing and content of any Code Communication, and the giving of communications by means other than UK Link, will continue to apply.

6.2.3 Where the Contingency Procedures specify intervals or other requirements for the giving in a Code Contingency of any Code Communication which would normally be given as a T-U On-Line Communication under paragraph 4.3.3(b), the giving of such communication at such intervals will be treated as complying with the relevant requirements of the Code.

6.2.4 Under the Contingency Procedures communication resources of the Transporters and Users will be used for the purposes of facilitating the continued giving (in accordance with the Contingency Procedures) of certain kinds of Code Communications in a Code Contingency, and so may not be available for other kinds of Code Communications; and accordingly in any case where the Contingency Procedures do not make provision for the giving of a particular kind of Code Communication (which is required to be given as

a UK Link Communication), it may not be possible for Code Communications of that kind to be given.

6.3 Class A Contingencies

6.3.1 It is agreed that where certain Code Contingencies occur or continue for particular periods or at particular times:

- (a) the application of certain provisions of the Code (in particular, the requirement for Users to pay certain charges, or the basis on which such charges are determined), will be modified); and/or
- (b) the timetable provided for in the Code for the giving of certain Code Communications may be extended

as provided in the relevant Section of the Code.

6.3.2 A Code Contingency of the kind referred to in paragraph 6.3.1 is a "Class A Contingency".

6.3.3 The Code Contingencies which are Class A Contingencies are specified, for the purposes of the relevant provisions of the Code, in the Contingency Procedures.

6.4 Short-term suspension of access

Where at any time a failure in or degradation in the performance of any part of UK Link is likely to occur, or such a degradation has occurred, and in the Transporters' judgement it will be possible to prevent such failure or degradation, or remedy such degradation, by suspending access to and use of UK Link or a part thereof at a time and for a period which will not result in significant inconvenience to Users in the use of UK Link for making Code Communications:

- (a) the Transporters shall be entitled, without initiating any Contingency Procedures (but subject to paragraph (b)) which otherwise would be applicable, to suspend access to and use of UK Link (in accordance with such procedures as to notification of UK Link Users and otherwise as may be provided in the [UK Link Manual or Gemini Code Contingency Guidelines Documents OR Code Contingency Guidelines Documents](#));
 - (b) if at any time subsequently it becomes apparent to the Transporters that such suspension will continue for a period or at a time at which it will result in such inconvenience to Users, any applicable Contingency Procedures will be initiated.
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Class A Contingency and Code Contingency references in prevailing TPD

Section B – 2.15 Contingencies

In the event of a **Class A Contingency** (in accordance with section U6) Entry Capacity auctions will be run in accordance with the relevant **Contingency Procedures**.

Section F - System Clearing, Balancing Charges and Neutrality

- 2.3.1 (b) where the Daily Imbalance is negative, the System Marginal Buy Price for the Gas Flow Day.
- 2.3.2 In the event of a **Class A Contingency** (in accordance with Section U6) occurring on the Gas Flow Day the references in paragraph 2.3.1(b) to System Marginal Sell Price and System Marginal Buy Price shall be to the System Average Price.
- 2.3.3 The buyer shall pay the Daily Imbalance Charge in respect of the Daily Imbalance to the seller.
- 2.3.4 The Daily Imbalance Charge shall be invoiced and payable in accordance with Section S.

Section G – Supply Points

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**.

Section S – Invoicing and Payment

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;.....
- 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.

Section V - General

7.2.2 Nothing in the Code shall require the Transporter to establish separate subsidiaries, or (other than as provided in paragraph 7.2.1) to prepare separate accounts, or to maintain separate bank accounts, in respect of the Transporter User Capacities; nor to give any Code Communication (other than **under Contingency Procedures**) which is not to be given as a UK Link Communication.

Section X – Energy Balancing Credit Management

1.4 Code Contingencies

National Grid NTS will not be required to implement this Section X in any case where and for so long as, by reason of any **Code Contingency**, it is not reasonably practicable for National Grid NTS to perform with reasonable accuracy any calculation required for such implementation.

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