

MODIFICATION 0565 – LEGAL DRAFTING – EXPLANATORY TABLE

Central Data Service Provider: General framework and obligations

Notes

1. This table is based on the proposed legal text for Modification 0565 published on the Joint office website on 2 November 2016.
2. A number of the changes to be made to different sections of the UNC are generic in nature, i.e. there is a need to make the same change (or type of change) in some or all of the relevant sections of the UNC. To assist in explaining these generic changes we have categorised the changes as category A, B, C, D, E or F changes. The nature of the generic change is explained below, and in the explanatory table reference is made to category in relation to particular sections of the UNC. Where there is a non-generic change an appropriate explanation is given.

Generic Changes - Explanation		
Generic Change Category	Nature of Change	Reason for Change
A	Describing particular CDSP functions (whether direct or agency) in the context of explaining the CDSP's role in supporting implementation of relevant sections of the UNC.	To assist in understanding the role the CDSP will play (and the services it will provide) to support implementation of different sections of the UNC.
B	Replacing reference to Transporter with reference to the CDSP.	To reflect the new regime provides for the CDSP performing direct functions under UNC as principal (and no longer as the Transporter Agency); so it is therefore appropriate to name the CDSP, as it is the CDSP which has responsibility for undertaking direct functions.
C	Changing references to 'User' or 'Transporter' to 'Party'.	Where the CDSP is taking on a direct function then in some cases information flows to both Transporters and Users, so a reference to Parties (i.e. Transporters and Users as parties to the UNC) is more appropriate.

D	Removing discretions where not recognised by existing UK Link functionality.	Existing UK Link functionality means a discretion provided for in the UNC cannot be exercised. Therefore the discretion has been removed.
E	Adding new data flows, recognising the CDSP is now 'in between' the Transporters and Users in relation to certain communication flows.	The CDSP will be the conduit between Users and Transporters in relation to certain UNC communications, so new data flows have been introduced to ensure that relevant information flows from the Transporters/Users to the CDSP and/or from the CDSP to Transporters/Users.
F	Deleting 'User Pays' references.	The 'User Pays' services are now Additional Services under the Data Services Contract. So all 'User Pays' references and related terms have been deleted.

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Reference	Topic	BRDs	Explanation
Section B: System Use and Capacity			
Paragraph B1	Introduction	-	All changes are either Category A or Category F.
Section C: Nominations			
Paragraph C1	Introduction	-	All changes are Category A.
Section E: Daily Quantities, Imbalances and Reconciliation			
Paragraph E1	Introduction	-	All changes are Category A.
Paragraph E9	Allocation of Unidentified Gas ("AUG")	-	All changes are Category C.
Section F: System Clearing, Balancing Charges and Neutrality			

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Reference	Topic	BRDs	Explanation
Paragraph F1	General and System Prices	-	All changes are Category A.
Section G: Supply Point Capacity			
Paragraph G1	Introduction and Structural Rules	-	All changes are Category A, Category B, Category C, Category D or Category E unless specifically referenced below.
Paragraph G1.9.1	Supply Point Register	-	The reference to GT Section D2 is to make clear that the Transporters and IGTs are through the DSC procuring the establishing and maintaining of Supply Point Register by the CDSP so as to ensure the Transporters and IGTs are in compliance with the licence requirement regarding the Supply Point Information Service.
Paragraph 1.22	Communications	-	Requirement for Code Communications under Section G to be given by or to the CDSP.
Paragraph G2	Supply Point Registration	-	All changes are either Category B, Category C, Category D or Category E unless specifically referenced below.
Paragraph 2.1.13	Introduction	-	Deletion of wording for paragraph to make sense in context of cross-reference.
Paragraph 2.3.4(b)	Supply Point Nomination	-	Amendment to reflect requirement that following supply point referral it is for the Transporter to respond to the CDSP once it has carried out an assessment of the feasibility of making gas available.
Paragraph G3	Supply Point Withdrawal and Isolation	-	All changes are either Category B or Category E unless specifically referenced below.
Paragraph G4.1	Responding to referral notices	-	Amended to make clear for purpose of liability calculation the Transporter responds within the relevant period by responding to the CDSP.
Paragraph 4.2	Rejected Supply Point	-	Deleted as this is a service related to liability. Agreed position that CDSP should have no

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Reference	Topic	BRDs	Explanation
	Confirmations		service-related liabilities.
Paragraph G5	DM Supply Point Capacity and Offtake Rate	-	All changes are either Category B or Category E.
Paragraph G7	New Supply Meter Points and Other Siteworks	-	All changes are Category B.
Annex G-2	Mandatory Allocation Agency Terms	-	Only change is Category B.
Section H: Demand Estimation and Demand Forecasting			
Paragraph H1	Demand Models and End User Categories	-	All changes are either Category A, Category B, Category C or Category E unless specifically referenced below.
Paragraph 1.8.2	Consultation on the relevant Sub-committee proposals	-	CDSP to provide requested data in such format as the DESC agree.
Paragraph H2	Determination of Supply Point Demand	-	All changes are Category B.
Section M: Supply Point Metering			
Paragraph M1	General	-	All changes are either Category A or Category E.
Paragraph M2	Supply Meter Installation	-	All changes are either Category B or Category E.

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Reference	Topic	BRDs	Explanation
Paragraph 2.1.8	Supply meter and other equipment	-	Words deleted to make clear that time periods in which the Registered User to provide the CDSP with updated meter information is as set out in paragraph 3, and not as the CDSP may reasonably require (so removing an existing inconsistency within the drafting).
Paragraph M3	Meter Reading: Non-Daily Read Supply Meters	-	All changes are either Category B, Category E or category F.
Paragraph M4	Daily Read Supply Meters	-	All changes are either Category B or Category E.
Paragraph M5	Provision of Transporter Daily Read Meter Readings to Users	-	All changes are either Category B or Category E.
Paragraph M6	Provision of User Daily Read Meter Readings to Transporters	-	All changes are Category B.
Section Q: Emergencies			
Paragraph Q1	General	-	All changes are Category A.
Paragraph Q4	Consequences of Emergency	-	Only change is Category B.
Section S: Invoicing and Payment			
Paragraph S1	Invoicing	-	All changes are Category A.
Paragraphs 4.6	GRE Invoice Query	-	Deleted as these are services related to liability. Agreed position that CDSP should have no

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Reference	Topic	BRDs	Explanation
and 4.7	Incentive Scheme Methodology, and Operational Queries.		service-related liabilities.
Section U: UK Link			
		-	Entire section deleted, and existing positions relocated (and updated) to GT Section D (see below) or the UK Link Manual.
Section V: General			
Paragraph V1	Introduction	-	All changes are Category A, Category B and Category E, unless specifically referenced below.
Paragraph 1.2	TPD Communications	-	New paragraph inserted to clarify that in the TPD, a references to a Code Communication is limited to a TPD Communication.
Paragraph 2.1.2(d)	User Admission Requirements	-	Sub-paragraph deleted as equivalent requirements previously contained in TPD Section U regarding the use of UK Link are now contained in GT Section D (see below).
Paragraph 2.1.2(h) and (i)	User Admission Requirements	-	New sub-paragraphs inserted to ensure where an Applicant User wishes to become (i) a Shipper User it will need to sign an Accession Agreement to the Data Services Contract ; or (ii) a Trader User it will need to sign a UK Link User Agreement, in each case as part of the UNC accession process.
Paragraph 2.1.3	User Admission Requirements	-	Amendment of cross-references to new sub-paragraphs inserted in Paragraph 2.1.2 above.
Paragraph 2.1.4	User Admission Requirements	-	Delete reference to deleted sub-paragraph 2.1.2(d) (see above).
Paragraph 2.1.6	User Admission	-	Amendment of cross-references to new sub-paragraphs added to paragraph 2.1.2(see

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Reference	Topic	BRDs	Explanation
	Requirements		above).
Paragraphs 2.1.7(b)	User Admission Requirements	-	New sub-paragraph inserted to ensure that a Shipper User who wishes to become a Trader User must, in addition to other existing requirements, cease to be a party to the Data Services Contract (in accordance with the terms of the Data Services Contract).
Paragraph 2.5.3	Restricted Users	-	Amendment of cross-references to new sub-paragraphs added to paragraph 2.1.2(see above).
Paragraph 4.2.2(c) and (f)	Voluntary Discontinuance requirements	-	Sub-paragraph (c) deleted as complying with the requirements of TPD Section U2.8 is a Withdrawal Requirement under the terms set out in the Data Services Contract. New sub-paragraph (f) included to reflect that Shipper Users must satisfy the Withdrawal Requirements set out in the Data Services Contract and Trader Users must satisfy the voluntary termination requirements in its UK Link User Agreement in order to complete the voluntary discontinuance process under the UNC.
Paragraph 4.2.5(b)	Voluntary Discontinuance requirements	-	Amendment of cross-reference to new sub-paragraphs added to paragraph 2.1.2 (see above).
Paragraph 4.3.1(h) and (i)	Termination by User Default	-	New sub-paragraphs (h) and (i) included to ensure that a DSC Default (under the Data Services Contract) or a default under a UK Link User Agreement (whichever is relevant) will constitute a User Default under the UNC, and may lead to termination under the UNC.
Paragraph 5.3.2(b)	Protected Information	-	This confirms that information that a Party receives from the CDSP may still be Protected Information, i.e. information which comes from the CDSP is not by definition not Protected Information.
Paragraph 5.3.2(d)	Protected Information	-	This confirms that information owned by the CDSP pursuant to the Data Services Contract is not Protected Information.
Paragraph 5.3.5	Protected Information	-	To confirm that confidentiality as between the CDSP and Parties to the UNC is governed by

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Reference	Topic	BRDs	Explanation
			the Data Services Contract, and not the UNC.
Paragraph 5.5.2(d)	Exceptions to rules on Protected Information	-	To add an additional exception to the rules in paragraph 5.1 and 5.2, such that neither rules applies in the context of the disclosure of Protected Information by the CDSP in the performance of Agency or Direct Functions.
Paragraph 5.5.2(e)(ii)	Exceptions to rules on Protected Information	-	New sub-paragraph (ii) provides an additional exception to the prohibition on disclosure of . This is required in addition to sub-paragraph (i) as Trader Users are not party to the Data Services Contract.
Paragraph 5.5.3(b)	Exceptions to rules on Protected Information	-	Deleted as Section U now deleted.
Paragraph 5.5.3(d)	Exceptions to rules on Protected Information	-	To clarify that in context of Transporter disclosure to the Authority the relevant disclosure would be in the context of an Agency Function of the CDSP.
Paragraph 5.5.4	Exceptions to rules on Protected Information	-	Updated text to reflect re-location of existing rules in Section U.
Paragraph V6	User Agents and Transporter Agency	-	All changes are Category E, except as specifically referenced below.
Paragraph 6.1.6	User Agents: General	-	To confirm that appointment of User Agents will be effective for the purposes of the Data Services Contract as well as for the UNC.
Paragraph 6.1.7	User Agents: General	-	To confirm that TPD V6 is a CDSP-Related Provision as such term is defined in GT Section D1.7.2 (see below).
Paragraph 6.2.1	User Agent for UK Link Communications	-	Updated to reflect deletion of Section U.
Paragraph 6.5	Transporter Agency	-	Paragraph deleted as the concept of the Transporter Agency is now redundant, and Xoserve (as the CDSP) will perform the UNC functions in accordance with and subject to the terms of

TRANSPORTATION PRINCIPAL DOCUMENT

Reference	Topic	BRDs	Explanation
			the Data Services Contract.
Paragraph 8.1.7	Limitation of liability	-	To confirm that the liability between the CDSP and Parties to the UNC is governed by the Data Services Contract, and not the UNC.
Paragraph 10.1.1(e)	Compensation Rules	-	Deletions reflect deletion of liability provisions in Sections G, S and U in line with agreed position that CDSP should have no service-related liabilities.
Paragraph 16.3.5	Appointment of PAFA	-	No longer needed as the PAFA Contract will be entered into by the CDSP.
Annex V-6	Shipper TOG Report Data	-	Change is Category B.
Annex V-7	Transporter TOG Report Data	-	Change is Category B.
Section X: Energy Balancing Credit Management			
Paragraph X1	CDSP Functions	-	All changes are Category A, unless specifically referenced below.
Paragraph 1.2.9	Energy Balancing Credit Committee	-	New paragraph inserted to ensure that where there is a member of both the Energy Balancing Credit Committee and the Credit Committee (under the Data Services Contract), the member is not required to disclose information to the Energy Balancing Credit Committee known to the member by reason of the member's membership to the Credit Committee.

OFFTAKE ARRANGEMENTS DOCUMENT

Reference	Topic	BRDs	Explanation
Section M: Information Flows			
Paragraph M2	Content of Offtake Communications Document	-	All changes are Category B, unless specifically referenced below.
Paragraphs 2.1.2 and 2.2.1(b)	Information flows, and Means of providing information	-	The Data Services Contract replaces the Agency Services Agreement.
Section N: General			
Paragraph 4.2.2(e)	Requirements for admission	-	A new DNO will need to sign an Accession Agreement and satisfy the Accession Requirements for the Data Services Contract as part of the admission process for the new DNO. This ensures that the new DNO is party to both the UNC and the Data Services Contract.
Paragraph 5.1.1(f)	Withdrawal of DNO	-	A DNO must also satisfy the Withdrawal Requirements set out in the Data Services Contract in order to voluntarily discontinue as a party to the UNC.
Paragraph 7.1.6	Responsibility for Loss and Liability	-	The Data Services Contract replaces the Agency Services Agreement.

INDEPENDENT GAS TRANSPORTERS ARRANGEMENTS DOCUMENT

Reference	Topic	BRDs	Explanation
Section A: Scope and Classification			
Paragraph A1	Introduction	-	All changes are Category B; also references to Agency Company and IGT Agency Services Agreement are redundant.
Section B: IGT Systems – Connection and Operational Arrangements			
Paragraph B1	General	-	All changes are Category A.
Section D: IGT Code Rules and Data Exchange			
Paragraph 2.1.2	IGT Code provisions to follow TPD	-	The relevant services are now set out in the CDSP Service Description.
Paragraph D3	Data Exchange	-	All changes are Category B, unless specifically referenced below.
Paragraph 3.3.2(a)	Transporters' Agency	-	The relevant services are now set out in the CDSP Service Description.
Section E: DM CSEP Supply Points			
Paragraph E1	Introduction	-	All changes are Category B.
Section F: General			
Paragraph 3.2.2(d)	Requirements for admission	-	A new IGT will need to sign an Accession Agreement and satisfy the Accession Requirements for the Data Services Contract as part of the admission process for the new IGT. This ensures that the new IGT is party to both the UNC and the Data Services Contract.

INDEPENDENT GAS TRANSPORTERS ARRANGEMENTS DOCUMENT

Reference	Topic	BRDs	Explanation
Paragraph 4.1.1(e)	Withdrawal requirements	-	An IGT must also satisfy the Withdrawal Requirements set out in the Data Services Contract in order to voluntarily discontinue as a party to the UNC.
Paragraph 5.1.2	Protected Information	-	To confirm the terms of the DSC are not Protected Information.
Paragraph 5.1.5	Protected Information	-	To confirm that information a Party receives from the CDSP (acting as agent for another Party) is Protected Information.
Paragraph 5.2.2	Obligations of Confidentiality	-	To confirm that implementing and performing the Data Services Contract is a Permitted Activity in relation to confidentiality provisions.
Paragraph 5.4.1(d)	Exceptions relation to disclosure of Protected Information	-	To confirm that the expressly permitted disclosure of Protected Information in accordance with the Data Services Contract is an exception to the rules surrounding disclosure of Protected Information.
Paragraph 6.1.6(a)	Responsibility for Loss and Liability	-	Text deleted as the Data Services Contract will provide a liability regime for the CDSP, to which all IGTAD Parties will be signatories.
Paragraph 8.2.1	Giving IGTAD Communications	-	Category B changes, and replace reference to Agency Services Agreement and IGT Agency Services Agreements with reference to Contingency Procedures in the UK Link Manual.

MODIFICATION RULES

Reference	Topic	BRDs	Explanation
Paragraph MR2	Interpretation	-	All changes are Category B or Category F.
Paragraph MR5	Meetings of the Modification Panel	-	All changes are Category B.

MODIFICATION RULES

Reference	Topic	BRDs	Explanation
Paragraph MR6	Modification Proposals	-	All changes are Category B or Category F, unless specifically referenced below.
Paragraph 6.1.1(f)	Relevant persons	-	New rule to identify the limited scope the CDSP has for raising a Modification Proposal (i.e. only in relation to a modification to the Data Services Contract).
Paragraph MR7	Modification Procedures	-	All changes are Category B or Category F, unless specifically referenced below.
Paragraph 7.2.6	Discussion of Modification Proposals	-	Amended rule as a required data flow is between the Modification Panel, CDSP and the DSC Change Management Committee to ensure that the Panel is kept informed in relation to any Modification Proposal raised by the CDSP.
Paragraph MR9	Consultation	-	All changes are Category E.
Paragraph MR10	Urgent Modification Proposals	-	All changes are Category E.
Paragraph MR11	Requests	-	All changes are Category E.
Paragraph MR12	General	-	All changes are Category B, unless specifically referenced below.
Paragraph 12.12	Interaction with DSC and CDSP	-	<p>New rules added to govern the relationship and interaction between the Data Services Contract and the CDSP.</p> <p>The Change Management Procedures will assign functions to the Code Administrator, Modification Panel, and any Workgroup in relation to Modification Proposals relating to the Data Services Contract, and the Modification Rules shall assign similar functions to the CDSP and the DSC Change Committee.</p> <p>The CDSP is entitled to participate in work groups, and may nominate persons to represent it and communicate with the Code Administrator, Modification Panel, and any Workgroup.</p>

MODIFICATION RULES

Reference	Topic	BRDs	Explanation
			<p>The CDSP is also entitled to make representations for a Modification Proposal, but only insofar as it relates to a modification to the Data Services Contract.</p> <p>If a Modification Proposal seeks to amend the Data Services Contract as a Self-Governance Modification, and the CDSP considers that those amendments raises issues which require consideration by the Authority, the CDSP may make representations to the Authority.</p>
Paragraph MR13	Appeal Procedures	-	All changes are Category E.

TRANSITION DOCUMENT

Reference	Topic	BRDs	Explanation
TD Part I: General			
Paragraph 3	Transitional arrangements in relation to CDSP and DSC	-	<p>New paragraph included in relation to Transitional arrangements for the CDSP and DSC, including new definitions of CDSP Modification, CDSP Modification Date, and CDSP Implementation Date. The rule also makes clear that the documents forming the Data Services Contract attached to the Final Modification Report relating to the CDSP Modification will serve as the agreed form of the documents with effect from the CDSP Implementation Date.</p> <p>It was felt best to have all the UNC and Data Services Contract transitional rules housed in one document, and therefore all rules are contained in the Transitional Arrangement Documents, so it is made clear that the relevant transitional rules have effect for the purposes of the UNC.</p>

GENERAL TERMS			
GT Reference	Topic	BRDs	Explanation
Section C: Interpretation			
Paragraph 1	TPD Communication	-	Amendment of "Code Communication" to "TPD Communication", ; which is linked to the new definition of Code Communication in GT Section D5.
Paragraph 2.9.7	Affiliate	-	To confirm that the CDSP is not treated as an Affiliate of any Party for the purposes of the UNC.
Section D: CDSP and UK Link			
Paragraph 1.1.1	Introduction	-	Explains the structure of Section D.
Paragraph 1.1.2	CDSP Licence Condition	-	States that some of the provisions of Section D are required by Standard Special Condition A15A of Gas Transporter's Licences (CDSP Licence Condition).
Paragraph 1.1.3	GTD subject to Transition Document	-	States that, as with the rest of the UNC, Section D is subject to the provisions of the Transition Document.
Paragraph 1.1.4	No profit returned to CDSP's shareholders	-	States that, in accordance with the CDSP Licence Condition, Section D assumes that the CDSP will not return a profit to its shareholders. If this position were to change, Section D would need to be modified as this assumption is fundamental to the drafting approach for Section D.
Paragraph 1.2.1	Interpretation	-	Sets out the key definitions used throughout Section D, which include: <ul style="list-style-type: none"> (a) Central Data Services Provider or CDSP being the central data services provider appointed by Transporters in accordance with the CDSP Licence Condition (currently Xoserve); (b) CDSP Licence Condition being Standard Special Condition A15A of Gas

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GT Reference	Topic	BRDs	Explanation
			<p>Transporters Licences;</p> <p>(c) Data Services Contract or DSC being the contract between the CDSP and its Core Customers under which the CDSP provides CDSP Services;</p> <p>(d) Core Customer being a party to the UNC (other than a Trader User);</p> <p>(e) Customer Class being the following classes of Core Customer - Shipper Users, DN Operators, NGG NTS and IGTs; and</p> <p>(f) Customer Group being one or more Customer Classes.</p>
Paragraph 1.2.2	DSC Objectives	-	Sets out the objectives of the DSC.
Paragraph 1.2.3	IGT Shippers	-	Clarifies that references to Shipper Users in Section D includes IGTS Users.
Paragraph 1.2.4	Relationship between IGTs and IGTS Users	-	States that the relationship between IGTs and IGTS Users is governed by the IGT Code and that nothing in the UNC creates rights and obligations as between IGTs and IGTS Users.
Paragraph 1.3.1	CDSP Services	-	<p>States that the CDSP Services are the following services:</p> <p>(a) core services, under which the CDSP performs (i) the functions assigned to it in the UNC, the IGT Code, a Gas Transporter's Licence or other applicable document, or (ii) the obligations of the Core Customers under any of these documents; or</p> <p>(b) any other service which the CDSP provides efficiently and economically using the same resources/data that it uses to provide core services. These services can be provided to Core Customers, Trader Users and non-UNC parties.</p>

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GT Reference	Topic	BRDs	Explanation
Paragraph 1.3.2	CDSP Services	-	States that notwithstanding paragraph 1.3.1, Section D and the DSC determine what CDSP Services the CDSP actually performs.
Paragraph 1.3.3	New CDSP Services	-	States that if Ofgem consents to the CDSP providing another service to Core Customers that is outside of the scope of paragraph 1.3.1, this new service will be deemed a CDSP Service.
Paragraph 1.3.4	Query as to whether service is a CDSP Service	-	States that if there is a question as to whether a proposed service or a current service constitutes a CDSP Service then the Transporters and CDSP may consult Ofgem (and any Core Customer may make appropriate representations), if after such consultation the Transporters are still not satisfied that the service constitutes a CDSP Service, the CDSP shall not commence/cease providing such service unless Ofgem consents to its provision.
Paragraph 1.3.5	Code Services	-	States that Code Services are those CDSP Services that are required to give effect to the UNC or IGT Code and cross refers to the list of such services in paragraphs 2.1.1(a) and 2.2.1(a).
Paragraph 1.3.6	Direct Services and Agency Services	-	States that CDSP Services are divided into: <ul style="list-style-type: none"> (a) Direct Services being those services which it provides on its own behalf; and (b) Agency Services being those functions that the CDSP performs on behalf of the Transporters or IGTs.
Paragraphs 1.4.1 and 1.4.2	Agreement to engage CDSP	-	States that each Party (other than Trader Users – see paragraph 1.6.1 below) acknowledges that Code Services must be performed in order to implement and give effect to the UNC and the IGT Code. The Parties (other than Trader Users) therefore undertake to use the Code Services,

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GT Reference	Topic	BRDs	Explanation
			engage the CDSP to provide such Code Services and pay the DSC Charges.
Paragraph 1.4.3	Obligation to accede to DSC	-	States that, other than as a Trader User, no person may become a party to the UNC without acceding to the DSC.
Paragraph 1.4.4	Joint control of CDSP	-	States that the Parties shall act so as to jointly control and govern the CDSP on an economic and efficient basis.
Paragraph 1.4.5	Appeal of CDSP Budget	-	Confirms the CDSP 's Budget may be appealed by notice to Ofgem in accordance with the Budget and Charging Methodology.
Paragraph 1.4.6	CDSP's status	-	<p>Confirms that:</p> <ul style="list-style-type: none"> (a) the CDSP will not make distributions to shareholders; (b) the shareholders (i.e. the Transporters) are not obliged to fund the CDSP; (c) the aim of the CDSP is to operate without making a net profit (subject to working capital margin) or net loss. <p>This means that the CDSP shall provide CDSP Services at "cost" for its Core Customers (subject to the aforementioned margin) and to the extent that CDSP Costs are not recovered from third parties, they are to be recovered from Core Customers.</p>
Paragraph 1.5	Relevant Licence Provisions	-	<p>Defines Relevant Licence Provisions.</p> <p>States that in the event of a conflict between Section D or the DSC and a Relevant Licence Provision either the conflicting provisions of the Section D or DSC shall deemed amended so as to be consistent with the Relevant Licence Provision, or if this is not possible, the inconsistent provision shall be deemed deleted.</p>

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GT Reference	Topic	BRDs	Explanation
			<p>None of the CDSP, the DSC Committee or any Party shall act in way which would result in a Transporter or IGT being in breach of a Relevant Licence Provision.</p> <p>The Transporter or IGT shall inform the relevant person or relevant committee if it becomes aware of an act by them which would result in in a breach of a Relevant Licence Provision.</p>
Paragraph 1.6	Trader Users	-	<p>States that (with the exception of paragraph 5), Section D does not apply in relation to Trader Users. Therefore references in Section D (and in this explanatory table) to "Party" do not include Trader Users.</p> <p>However, Trader Users must be party to a UK Link User Agreement with the CDSP.</p>
Paragraphs 1.7.1 and 1.7.2	Non-Service Functions and CDSP-Related Provisions	-	<p>Defines Non-Service Functions as functions assigned to the CDSP under the UNC and IGT Code but which are not considered separate services provided by the CDSP, such as establishing and operating UK Link and maintaining the UK Link Manual.</p> <p>Defines and cross refers to CDSP-Related Provisions. The DSC Terms and Conditions incorporates CDSP-Related Provisions into the DSC, meaning that the DSC makes these provisions binding as between the CDSP and each Party. See paragraph 3.1.3(c).</p>
Paragraph 1.8	Ability of DSC to assign functions	-	States that the DSC may assign functions to the Code Administrator, Modification Panel, a Workgroup or UNC Committee.
Paragraph 2.1.1	Direct Services	-	<p>Sets out the categories of Direct Services provided by the CDSP, which are broadly:</p> <ul style="list-style-type: none"> (a) functions which the UNC or IGT Code assigns to the CDSP (Direct Functions); (b) services which the CDSP provides to Core Customers under the DSC which are not prescribed in the UNC or IGT Code; and

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GT Reference	Topic	BRDs	Explanation
			(c) services provided to persons who are not Core Customers, or to Core Customers outside of the terms of the DSC.
Paragraph 2.1.2	List of Direct Services	-	Sets out the list of Direct Functions which the CDSP provides under the UNC.
Paragraph 2.1.3	CDSP acts on own account	-	States that in relation to Direct Services the CDSP acts on its own account, as opposed to as an agent (i.e. in contrast to Agency Services)
Paragraph 2.2.1	Agency Services	-	<p>Sets out the list of Agency Services that the CDSP provides:</p> <ul style="list-style-type: none"> (a) functions of the Transporters and IGTs under the UNC or IGT Code (Agency Functions); (b) functions of the Transporters and IGTs under their respective licences; and (c) functions of the Transporters and IGTs in relation to other relevant industry documents.
Paragraph 2.2.2	List of Agency Services	-	Sets out the list of Agency Functions which the CDSP provides under the UNC.
Paragraph 2.2.3	Agency Services	-	<p>States that where, as an Agency Function, the CDSP sends or receives Code Communications or makes decisions on behalf of a Transporter, the CDSP acts as agent for such Transporter.</p> <p>The Transporters may provide the CDSP with guidance where the CDSP is required to exercise any discretion or rights on behalf of the Transporters.</p>
Paragraph 2.2.4	Equivalent provisions in IGT Code	-	States that IGT Code has equivalent provisions to that of paragraph 2.2.3

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GT Reference	Topic	BRDs	Explanation
Paragraph 2.3.1	DSC binds CDSP to perform UNC functions	-	Confirms the DSC serves so as to bind the CDSP to perform the functions assigned to it in the UNC.
Paragraph 2.3.2	Rules for benefit of all Parties	-	Confirms where a provision of the UNC, relating to a Direct Service, is stated to be binding on a particular Party, but is not expressed to be for the benefit of any other Party, then such provision shall operate for the benefit of all Parties, and any affected Party may enforce such provision.
Paragraph 2.3.3	Failure of CDSP to perform Direct Services	-	Confirms, as a general rule, the Parties' rights and obligations under the UNC are not affected by the CDSP's delay in performing Direct Services which are Code Services.
Paragraph 2.3.4	Conflict between UNC and DSC	-	To make clear the UNC prevails over the DSC in the event of a conflict between the two.
Paragraph 2.3.5	Equivalent provisions in IGT Code	-	Confirms the IGT Code has equivalent provisions to that of paragraph 2.3.
Paragraph 2.4.1	CDSP acting as principal not agent	-	States that, in relation to Direct Services which are Code Services, the CDSP acts as principal (as opposed to agent) in relation to operating the supply point registers and giving or receiving TPD Communications and IGT Code Communications
Paragraph 2.4.2	Supply Point Information Service	-	States that to the extent Direct Functions relate to functions which are fulfilled by the Supply Point Information Service, the DSC shall be consistent with the requirements of Standard Condition or Standard Special Condition 31 (SC31) and the CDSP shall act so to ensure that Transporters and IGTs comply with SC31.
Paragraph 2.4.3	CDSP discretion	-	Confirms the rules and principles that the CDSP must adhere to in a case where the UNC grants the CDSP a discretion as to how to act in relation to Direct Services.

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Paragraph 2.4.4	Effect of UNC and IGT Code	-	Confirms that unless otherwise stated in the UNC or the DSC, no provision of the UNC or the IGT Code is incorporated into the DSC and nothing in the UNC or the IGT Code shall bind the CDSP.
Paragraph 2.5	Amendment of DSC by Code Modification	-	Where the UNC or DSC provides for amendment of the DSC by Code Modification any Party may make a Modification Proposal and, should the modification be approved, the CDSP will be responsible for amending the DSC accordingly.
Paragraph 3.1.1	Content of "Data Services Contract	-	<p>Sets out, at a high level, the contents of the DSC, being the:</p> <ul style="list-style-type: none"> (a) DSC Agreement (b) DSC Terms and Conditions (c) CDSP Service Documents
Paragraph 3.1.2	DSC Agreement	-	To make clear the DSC Agreement is the document by which the DSC Terms and Conditions are given effect between the CDSP and the Parties. The DSC Agreement may only be amended with the agreement of all the parties to it, i.e. not by modification.
Paragraph 3.1.3	DSC Terms and Conditions	-	Explains the purpose of the DSC Terms and Conditions, which includes to make the CDSP Service Documents binding between the CDSP and the Parties. The DSC Terms and Conditions may be amended by a modification.
Paragraph 3.1.4	CDSP Service Documents	-	<p>Lists each CDSP Service Document, namely:</p> <ul style="list-style-type: none"> (a) CDSP Service Description (b) Budget and Charging Methodology

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GT Reference	Topic	BRDs	Explanation
			<ul style="list-style-type: none"> (c) Credit Policy (d) UK Link Manual (e) Change Management Procedures (f) Contract Management Arrangements (g) Third Party and Additional Services Policy (h) Transitional Arrangements Document
Paragraph 3.1.5	Publication of CDSP Service Documents	-	Explains that an up-to-date version of each CDSP Service Document shall be made available on the website of the Joint Office of Gas Transporters (JO).
Paragraph 3.1.6	Review of DSC	-	Explains the Parties will ensure that the DSC complies with the DSC and will amend the DSC if it does not.
Paragraph 3.2.1	CDSP Service Description	-	Explains the CDSP Service Description sets out the specification of each of the CDSP Services (other than Third Party Services and Additional Customer Services).
Paragraph 3.2.2	CDSP Service Description	-	Explains the CDSP Services are divided into Service Areas and that within each Service Area each individual CDSP Service is a Service Line .
Paragraph 3.2.3	CDSP Service Description	-	<p>States that the CDSP Service Description shall oblige the CDSP to perform Code Services.</p> <p>States that the CDSP Service Description must, in relation to a Code Service, cross-refer the CDSP Service with the relevant provision in the UNC or IGT Code.</p>
Paragraph 3.3	Budget and Charging	-	Describes the contents of the Budget and Charging Methodology.

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	Methodology		
Paragraph 3.4	Credit Policy	-	Describes the contents of the Credit Policy.
Paragraph 3.5	Change Management Procedures	-	Describes the contents of the Change Management Procedures.
Paragraph 3.6	Contract Management Arrangements	-	Describes the contents of the Contract Management Arrangements.
Paragraph 3.7	Third Party and Additional Services Policy	-	Describes the contents of the Third Party and Additional Services Policy.
Paragraph 4.1	Establishment and functions of DSC Committees	-	<p>States that the Change Management Committee and Contract Management Committee are established (each a DSC Committee), and:</p> <ul style="list-style-type: none"> (a) provides that the functions of the Change Management Committee relate to changes to the DSC. (b) provides that the functions of the Contract Management Committee relate to management of the DSC and oversight of the activities of the CDSP. (c) Allows a DSC Committee to establish sub-committees. (d) provides that Each DSC Committee is autonomous and cannot be overruled or restricted by the UNC Committee. (e) provides that Neither DSC Committee is subordinate to the other, although either may refer a matter to the other. (f) provides that Neither DSC Committee shall make decisions which would

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			<p>cause the CDSP to be in breach of the DSC. If such a decision is made, it will not be effective.</p>
Paragraph 4.2	Constitution of DSC Committees	-	<p>States that each DSC Committee shall be formed of the following Committee Representatives:</p> <p>(a) 6 Shipper User Representatives;</p> <p>Modification 0565</p> <p>(b) 1 NTS Representative, 3 DNO Representatives and 2 IGT Representatives</p> <p>Modifications 0565A</p> <p>(b) 2 NTS Representatives, 2 DNO Representatives and 2 IGT Representatives</p> <p>Modifications 0565B</p> <p>(b) 1 NTS Representative, 4 DNO Representatives and 1 IGT Representative</p> <p>Each DSC Committee meeting shall be chaired by a person nominated by the JO. Such person may not be a Committee Representatives or the Committee Secretary.</p> <p>The JO shall nominate a Committee Secretary for each DSC Committee meeting, such person may not be a Committee Representative.</p> <p>To confirm:</p>

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			<ul style="list-style-type: none"> (a) a director of the CDSP may not be a Committee Representative; and. (b) the same person may be a Committee Representative on both the Change Management Committee and Contract Management Committee.
Paragraph 4.3.1	Voting arrangements	-	States that each Committee Representative shall hold one vote, except where otherwise provided in Annex D-2.
Paragraph 4.3.2	Voting arrangements	-	<p>States that the DSC Committee shall make decisions either:</p> <ul style="list-style-type: none"> (a) where expressly provided for in the DSC or Section D, only by the Committee Representatives of a particular Customer Group; or (b) by the vote of all Committee Representatives (Full Vote). <p>Confirms if the event of a disagreement as to whether a matter falls within (a) or (b) above, the matter shall be subject to a Full Vote.</p>
Paragraphs 4.3.3 to 4.3.6	Voting arrangements	-	<p>States that the DSC Committee will take decisions either:</p> <ul style="list-style-type: none"> (a) where expressly provided for in the DSC or Section D, by a unanimous vote of all Committee Representatives who are present at the meeting, entitled to vote on the matter and who do vote (Unanimous Vote); or (b) by a simple majority of all voting Committee Representatives who are present at the meeting, entitled to vote on the matter and who do vote. <p>Clarifies that where a Committee Representative that is entitled to vote on a matter is not present at the meeting or abstains, such Committee Representative shall not be counted for the purposes of determining whether an the vote has been unanimous or passed on a</p>

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			<p>simple majority (as applicable).</p> <p>Where a vote is subject to a simple majority voting procedure and an equal number of votes are cast, no-one shall have a casting vote and the DSC Committee shall be deemed to have decided against the matter.</p> <p>As the majority of decisions of the DSC Committee are expected to be consensual, the chair may treat a decision as unanimous, if no-one who was entitled to object in fact objects, having been invited to do so.</p>
Paragraph 4.4.1	Proceedings of DSC Committees	-	States that, making the necessary alterations and subject to the list of excluded paragraphs, the provisions of Section 4.5 (which relate to alternates) and 5 (which relate to meetings of the Modification Panel) of the Modification Rules shall apply in relation to DSC Committees.
Paragraph 4.4.2	Proceedings of DSC Committees	-	Sets out requirements as to quorum for DSC Committees.
Paragraph 4.4.3	Proceedings of DSC Committees	-	States that the Committee Chairperson may not exclude a representative of a Party from attending or participating in a DSC meeting.
Paragraph 4.4.4	Proceedings of DSC Committees	-	States that the CDSP is entitled and required to attend meetings of a DSC Committee.
Paragraph 4.4.5	Next eligible meeting	-	States that the next eligible meeting is the next meeting at which a matter can be validly included in the meeting's agenda.
Paragraph 4.4.6	Conflict of interest	-	<p>States that a Committee Representative employed by a Core Customer shall generally be allowed to vote on a matter on which its employer has an interest.</p> <p>However, in the event that a prospective decision relates to a dispute or breach by the Committee Representative's employer and the DSC Committee knows the identity of such</p>

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GT Reference	Topic	BRDs	Explanation
			employer, then the Committee Representative may not vote.
Paragraph 4.5.1	Appeal of DSC Committee decision	-	States that a Core Customer may appeal a DSC decision in accordance with the provisions set out in paragraph 4.5.
Paragraph 4.5.2	Appeal grounds	-	Sets out the permitted grounds upon which a decision may be appealed by a Core Customer.
Paragraph 4.5.3	Appeal of DSC Committee decision	-	States that the appealing party must give notice of appeal to the Secretary within 10 Business Days of the publication of the relevant decision and must specify the grounds of its appeal.
Paragraph 4.5.4	Process following notice of appeal and decision	-	<p>Sets out the process to be followed once a notice of appeal is given.</p> <p>Sets out the options available to the UNC Committee, including:</p> <ul style="list-style-type: none"> (a) requesting further information; (b) upholding the DSC Committee's decision; (c) making a different decision from that of the DSC Committee; or (d) sending the matter back to DSC Committee with appropriate guidance and/or instructions. <p>At the same time as making the above decision, the UNC Committee shall also decide whether the matter which is subject to appeal may materially (i) affect competition, (ii) breach a Relevant Licence Provision; or (iii) affect the interests of consumers (further appealable criteria).</p>

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Paragraph 4.5.5	UNC Committee decision binding	-	States that UNC Committee decision is final and binding (other than when appeal to Ofgem is permitted).
Paragraph 4.5.6	Appeal of UNC Committee decision to Ofgem	-	If following a decision of the UNC Committee, a Core Customer considers that the grounds of appeal set out in paragraph 4.5.2 and the further appealable criteria are both satisfied then the Core Customer may appeal the UNC Committee's decision to Ofgem, by giving notice to the Secretary.
Paragraphs 4.5.7 and 4.5.8	Appeal of UNC Committee decision to Ofgem	-	<p>Sets out the process by which the UNC Committee's decision is referred to Ofgem for appeal.</p> <p>States that Ofgem is requested to determine the appeal in one of the following ways:</p> <ul style="list-style-type: none"> (a) by upholding the UNC Committee's decision; (b) by making a different decision from that of the UNC Committee; or (c) by sending the matter back to UNC Committee with appropriate guidance and/or instructions. <p>States that Ofgem's decision in relation to the appeal is final and binding.</p>
Paragraph 4.5.9	Status of a decision pending determination of appeal	-	<p>States that until the appeal is finally determined, the original decision of DSC Committee, which is the subject of the appeal, stands.</p> <p>However, in the event of an appeal, the DSC Committee shall separately decide whether the CDSP should act on decision prior to the appeal being determined.</p>
Paragraph 4.5.10	Decision taken outside DSC Committee's	-	Clarifies that the appeal mechanism set out in paragraph 4.5 is not intended to prevent a Core Customer asserting (via the courts or otherwise) that the relevant decision was outside

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	scope of authority		the scope of the DSC Committee's authority and thus has not effect.
Paragraph 5.1.1	UK Link - Introduction	-	Explains the contents of paragraph 5.
Paragraph 5.1.2	Definitions	-	<p>Sets out the key definitions used in paragraph 5, which include:</p> <ul style="list-style-type: none"> (a) UK Link (b) UK Link Gemini (c) UK Link User (d) UK Link Communication (e) TPD Communication (f) UK Link User Agreement
Paragraph 5.1.3	Access to UK Link	-	States that the CDSP will establish and operate UK Link and will give UK Link Users access to UK Link.
Paragraph 5.1.4	UK Link Gemini	-	States that the CDSP maintains UK Link Gemini on behalf of NGG NTS and that UK Link Users will be provided with access to UK Link Gemini.
Paragraph 5.1.5	Communication via UK Link	-	States that the CDSP and Parties communicate via UK Link.
Paragraph 5.1.6	Compliance with SECTION D and UK Link Manual	-	States that the Parties are required to comply with the provisions of paragraph 5 and the relevant provisions of the UK Link Manual in relation to access to UK Link.

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GT Reference	Topic	BRDs	Explanation
Paragraph 5.1.7	Annex D-1	-	Refers to Annex D-1 which relates to trading between Users.
Paragraph 5.1.8	Equivalent provisions in IGT Code	-	States that the IGT Code has equivalent provisions to that of paragraph 5.
Paragraph 5.2.1	UK Link Manual	-	<p>Sets out what the UK Link Manual contains, including:</p> <ul style="list-style-type: none"> (a) a description of UK Link; (b) details how UK Link Users can access UK Link; and (c) the Code Contingency Guideline Document.
Paragraph 5.2.2	UK Link Manual	-	Confirms the UK Link Manual is both a CDSP Service Document and a UNC Related Code Document.
Paragraph 5.2.3	UK Link Manual	-	<p>States that UK Link User must comply with UK Link Manual where compliance is expressly required.</p> <p>Acknowledges that failure to comply with any provision of the UK Link Manual may result in an UK Link User being unable to make a UK Link Communication.</p>
Paragraph 5.2.4	UK Link Manual	-	Confirms the UK Manual is not part of the UNC and that the UNC prevails over the UK Link Manual where the two conflict.
Paragraph 5.3.1	UK Link Communication	-	States that a valid UK Link Communication is a valid Code Communication.
Paragraph 5.3.2	Means of giving Code Communications	-	Confirms each Code Communication may only be given via the means permitted by the UK Link Manual (e.g. UK Link Communication, Active Notification System etc.).

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Paragraph 5.3.3	Form and/or format of a UK Link Communication	-	Confirms where the UNC or the UK Link Manual specifies the required form and/or format of a UK Link Communication, such communication may only be given in such required form and/or format.
Paragraph 5.3.4	Code Contingencies	-	Confirms in the event of a Code Contingency, paragraph 5.9 shall apply.
Paragraph 5.3.5	Non-compliant UK Link Communications	-	States that where the Code Communication is required to be given by way of a UK Link Communication and a UK Link User does not comply with the requirements applicable to a UK Link Communication, such communication shall be deemed not to have been given and it shall have no effect.
Paragraph 5.3.6	Non-compliant UK Link Communications	-	States that giving non-compliant UK Link Communications is not, in itself, a breach of the UNC.
Paragraph 5.4.1	Planned UK Link downtime	-	Defines planned UK Link downtime and states that during UK Link downtime UK Link Users will not be able to access UK Link.
Paragraph 5.4.2	Planned UK Link downtime	-	States general rule that during planned UK Link downtime, UK Link Users will not be entitled to make UK Link Communications.
Paragraph 5.4.3	Planned UK Link downtime – Code Contingency	-	States general rule that UK Link downtime will not be a Code Contingency unless it extends beyond the planned period of time for such UK Link downtime.
Paragraph 5.5.1	Access to and use of UK Link	-	States that UK Link Users are required to comply with the UK Link Access Requirements set out in the UK Link Manual. Where a UK Link User does not do so, it may be unable to give or receive Code Communications, but will not be relieved of liability for its failure to do so.
Paragraph 5.5.2	UK Link Access Requirements	-	States that the UK Link Access Requirements requires CDSP to provide facilities and services to enable access to UK Link. These are provided as Direct Services and the costs

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			are to be recovered on a uniform basis.
Paragraph 5.5.3	Access to and use of UK Link	-	Confirms the UK Link Manual contains provisions relating to how UK Link Users nominate representatives who access UK Link on their behalf.
Paragraph 5.5.4	Access to and use of UK Link	-	States that other UK Link Users are entitled to assume that nominated representatives are authorised by the relevant UK Link User. UK Link Communication transmitted by such a nominated representative shall be deemed as given by the relevant UK Link User
Paragraph 5.5.5	Access to UK Link suspended	-	Acknowledges that where the CDSP suspends access to UK Link, UK Link Users may be unable to make a Code Communication.
Paragraph 5.6.1	UK Link Communication	-	Confirms the UK Link Manual sets out the various forms of UK Link Communication and specifies the required forms of UK Link Communication.
Paragraph 5.6.2	UK Link Communication	-	Explains what the UK Link Manual specifies in respect to each type of UK Link Communication, including: <ul style="list-style-type: none"> (a) the class or classes of UK Link User by which and to which each message is sent; (b) the basis (if any) on which the message is validated; and (c) the basis on which the time and date of sending or receipt of the message will be recorded.
Paragraph 5.6.3	UK Link Communication	-	States that UK Link Communications must be given in accordance with the provisions of the UK Link Manual referred to in paragraph 5.6.2.

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Paragraph 5.6.4	UK Link Communication	-	States that UK Link Users shall be responsible for accessing messages sent to them via UK Link and that the message shall be deemed to have been delivered to such UK Link User at the time determined by the UK Link Manual.
Paragraph 5.6.5	UK Link Communication	-	States that UK Link Users shall comply with the UK Link Manual in a case where a message acknowledging receipt, which should have been received, is not received. The provisions of the UK Link Manual shall determine whether a message is treated as received.
Paragraphs 5.7.1 and 5.7.2	Active Notification	-	Defines an Active Notification Communication, Active Notification System and Active Notification Device
Paragraph 5.7.3	Active Notification System	-	States that an Active Notification System is provided and operated by NGG NTS and does not form a part of UK Link. Therefore, the CDSP has no role in relation to the Active Notification System
Paragraph 5.7.4	Active Notification System	-	States that Active Notification System is deemed as received the time when it is logged "as sent" by the Active Notification System.
Paragraph 5.7.5	Active Notification Device	-	States that each applicable UK Link User must have an possession and control of an Active Notification Device at all times.
Paragraph 5.7.6	Active Notification Communication	-	An Active Notification Communication may (where permitted in the UK Link Manual) constitute notice that a Code Communication has been given by NGG NTS by another permitted means.
Paragraph 5.8	Audit Trail	-	States the audit trail obligations applicable to the CDSP.
Paragraph 5.9	Contingency	-	Contains provisions relating to adopting the Contingency Procedures in an event of a Code

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	Arrangements		Contingency.
Annex D-1 <i>(Trading Between Users)</i>	-	-	This is substantially composite of what was previously TPD U5 and Annex U-1 and relates to trading between Users.
Annex D-2 <i>(Committee Representatives)</i> Paragraph 1.1	Definitions	-	Sets out definitions including: <ul style="list-style-type: none"> (a) Appointment Year being from 1 October until 30 September. (b) Nominating Shipper User being the Shipper User authorised to make nominations for a Shipper User Group. (c) Shipper User Group being a Shipper User or (where applicable) a group of affiliated Shipper Users.
Annex D-2 Paragraph 2.1	Classes of Shipper User Groups	-	Sets out how Shippers Users Groups are allocated to a Class (Class A, B or C). Note that these classes are only relevant for the purposes of nominating Shipper User Representatives and have no significance in relation to any rules or processes in the DSC.
Annex D-2 Paragraph 2.2.1	Appointment	-	States that Shipper User Representatives will be appointed in accordance with paragraph 2.2.
Annex D-2 Paragraph 2.2.2	Shipper User Representatives	-	States the general position that each Class shall be represented by 2 Shipper User Representatives.
Annex D-2 Paragraph 2.2.3	Shipper User Representatives	-	States that for each Appointment Year and for each DSC Committee each Shipper User Group may nominate one person (Candidate) to represent its Class.

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Annex D-2 Paragraph 2.2.4	Submission of Candidates to JO	-	For each DSC Committee the Nominating Shipper User shall send to the JO the names of its nominated Candidate by no later than the 21 July preceding the Appointment Year, and the Nominating Shipper User must confirm that it is authorised to act as Nominating Shipper User for the relevant Shipper User Group.
Annex D-2 Paragraph 2.2.5	JO and CDSP action once Candidate nominations are received.	-	Once Candidate nominations are received, the JO shall send details of the Shipper User Groups to the CDSP and, upon receipt of this information, the CDSP shall notify the JO of which Class each Shipper User Group is in.
Annex D-2 Paragraphs 2.2.6 and 2.2.7	Notification of Candidates within each Class		On or before the 31 July preceding the Appointment Year, the JO shall inform each Nominating Shipper User of the Class to which its Shipper User Group belongs and the names of the Candidates within such Class. Where there are more than 2 Candidates in a Class, Nominating Shipper Users in that Class will be invited to vote for 3 Candidates.
Annex D-2 Paragraph 2.2.8	Appointment of Shipper User Representatives	-	Sets out how the Shipper User Representatives will be appointed in a case where the aggregate number of Candidates in a Class, is/are: (a) zero; (b) one; (c) two; and (d) more than two.
Annex D-2 Paragraph 2.2.9	Situation where there are no Candidates in a	-	Where there are no Candidates for a particular Class: (a) For each other Class which has three or more Candidates, the Candidate

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	Class		<p>with the third highest number of votes shall be appointed as an additional Shipper User Representative for that Class;</p> <p>(b) For each other Class which only has two Candidates, one of the Shipper User Representatives (chosen at random by the JO) will hold two votes;</p> <p>(c) For each other Class which only has one Candidate, the Shipper User Representative will hold three votes.</p>
Annex D-2 Paragraph 2.2.10		-	States that in a situation where Candidates in a particular Class hold an equal number of votes, for the purposes of deciding between the two, the JO will ask the Nominating Shipper User to vote again for one of relevant Candidates.
Annex D-2 Paragraph 3.1	NTS Representatives	-	<p>Modification 0565</p> <p>States that NGG NTS shall appoint 1 representative to each DSC Committee.</p> <p>Modification 0565A</p> <p>States that NGG NTS shall appoint 2 representatives to each DSC Committee.</p> <p>Modification 0565B</p> <p>States that NGG NTS shall appoint 1 representative to each DSC Committee.</p>
Annex D-2 Paragraph 3.2	DNO Representatives	-	<p>Modification 0565</p> <p>States that each DN Operator shall collectively appoint 3 representatives to the DSC Committee.</p>

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GT Reference	Topic	BRDs	Explanation
			<p>Modification 0565A</p> <p>States that LDZs will collectively appoint 2 representatives to the DSC Committee.</p> <p>1 representative will be appointed collectively by DNO's with an aggregate of four million or more Supply Points on their LDZs.</p> <p>1 representative will be appointed collectively by DNO's with an aggregate of less than four million Supply Points on their LDZs.</p> <p>Modification 0565B</p> <p>States that each DN Operator shall appoint 1 representative to each DSC Committee (i.e. collectively four representatives), i.e. 4 in total.</p>
Annex D-2 Paragraph 3.3	IGT Representative	-	<p>Modifications 0565 and 0565A</p> <p>States that the IGTs shall appoint 2 representatives to each DSC Committee.</p> <p>If the IGTs only appoint 1 representative then that representative shall hold 2 votes.</p> <p>If the IGTs do not appoint any representatives then NGG NTS and the DN Operators collectively shall each appoint 1 additional representative.</p> <p>Modification 0565B</p> <p>States that the IGTs shall appoint 1 representative to each DSC Committee.</p> <p>In the event the IGTs do not appoint a representative the NTS Representative will hold 2 votes.</p>

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Annex D-2 Paragraph 4	Appointment	-	Before 1 September in the year preceding the Appointment Year, NGG NTS, the DN Operators and the IGTs shall each notify the Committee Secretary of the identity of their respective representatives.
Annex D-2 Paragraph 5.1	Retirement and ceasing to be a representative	-	States that each Committee Representative must retire on 30 September each year, but shall be eligible to be re-appointed.
Annex D-2 Paragraph 5.2	Retirement and ceasing to be a representative	-	States that a Shipper User Representative shall be deemed to retire if the representative ceases to be employed by a Shipper User Group which is in the Class for which the representative was appointed to represent.
Annex D-2 Paragraphs 5.3 and 5.4	Notification of resignation	-	States that if a Committee Representative notifies the Committee Secretary of his resignation (for reasons other than the mandatory grounds set out in paragraphs 5.1 and 5.2) the resignation will take effect from when such notice is given.
Annex D-2 Paragraphs 6.1 and 6.2	Right to receive notice of meetings	-	States that each Committee Representative shall be entitled to receive notice of DSC Committee meetings. This right ceases upon retirement.
Annex D-2 Paragraph 7	Vacancies	-	Explains how vacancies will be filled in the event of a retirement.
Annex D-2 Paragraph 8.1	Alternates	-	States that a Committee Representative may only appoint an existing Committee Representative as an alternate if the Committee Chairperson consents.
Annex D-2 Paragraph 8.2	Alternates	-	Where a Committee Representative with an alternate ceases to be a Committee Representative, such alternate shall be appointed as the replacement Committee

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GT Reference	Topic	BRDs	Explanation
			Representative until the end of the Appointment Year.