

## Annex B - Nominations

### 1 General

- 1.1 The arrangements in this Annex B are the provisions referred to in the Interconnection Agreement relating to the matching of PTL Shipper Nominations with NGG Shipper Nominations.
- 1.2 The arrangements in this Annex shall apply with respect to Nominations in respect of the Gas Day(s) which commence on or after 01 October 2015.
- 1.3 References in this Annex to PTL Nominations do not include nominations made by the Stranraer Operator to PTL under the Stranraer Transportation Arrangement.

### 2 Interpretation

- 2.1 In this Annex the following terms have the following meanings:

**Anticipated Additional PTL Forward Flow Quantity** means in respect of a Gas Day (i) the difference between the PTL Expected Flow Quantity on that Gas Day and net aggregate of the sum of the Confirmed Nomination Quantities, along with a quantity to be offtaken at the Interconnection Point for PTL Stranraer Exit Point, to be delivered to the PTL System and the sum of the Confirmed Nomination Quantities to be offtaken from the PTL System on the same Gas Day as determined in accordance with paragraph (5) and (6) of this Annex B, or (ii) on a Gas Day after an Exceptional Event in respect of the NGG System is declared for that Gas Day, zero or such other quantity as may be agreed between the Parties;

**Corresponding Nomination** is defined in paragraph 5.4;

**Counterparty Shipper** means:

- (a) in relation to a NGG Nomination, the PTL Shipper, or
- (b) in relation to a PTL Nomination, the NGG Shipper

specified in such Nomination as the Shipper making a Corresponding Nomination to the other Linked Transporter;

**Double-Sided Nomination** means a Nomination submitted by a NGG Shipper to NGG or by a PTL Shipper to PTL which is not a Single-Sided Nomination;

**EIC** means the Energy Identification Code as issued by ENTSOE or one of its local issuing offices (LIOs) and published on the ENTSOE website and being international;

**Initial Nomination** means a Nomination submitted before 13:00 on Gas Day D-1 under which the Nomination Quantity is to flow from the start of the Gas Day;

**Initiating TSO** means the initiating transmission system operator as referred to in Article 8(2)(c) of the Interoperability Code;

**Matching Timetable** means the timetable set out in paragraph 7 for the actions required in each Nomination Cycle under this Annex;

**Matching TSO** means the matching transmission system operator as referred to in Article 8(2)(c) of the Interoperability Code;

**NGG Nomination** means a Nomination (including a Renomination) submitted by a NGG Shipper to NGG which is not rejected by NGG under the Network Code;

**NI Share of the Available Moffat Quantity** has the meaning given to it in paragraph 5.5(f)(ii) of this Annex B;

**Nomination** means a nomination by a Shipper to either of the Linked Transporters of a quantity of gas to be delivered to or offtaken from that Linked Transporter's System at the Interconnection Point on a Gas Day, and includes a Renomination;

**Nomination Cycle** means the 2 hour cycle for processing and confirmation of Initial Nominations, and Renominations received in each hour, as described in paragraph 3;

**Nomination Deadline** means in respect of an Initial Nomination 13:00 on Gas Day D-1 and in respect of any other Nomination the start of an hour commencing at 16:00 on Gas Day D-1 and ending at 02:00 hours on Gas Day D;

**Nomination Quantity** means the quantity of gas nominated in a Nomination (or such quantity as processed or confirmed as described in this Annex);

**PTL Expected Flow Quantity** means in respect of a Gas Day the quantity of natural gas which PTL expects will be required to be physically delivered to the PTL System at the Moffat Interconnection Point in respect of that Gas Day to meet PTL exit demand from the PTL System for the same Gas Day having regard to inter alia the quantities which PTL expects will be physically delivered to the PTL System (other than at the Moffat Interconnection Point) on that Gas Day and the quantities of gas which PTL expects will be offtaken from the PTL System on that Gas Day, including by reference to the aggregate entry nominations and the aggregate exit nominations under the PTL Code and the PTL predicted exit demand from the PTL System for that Gas Day;

**PTL Nomination** means a Nomination (including a Renomination) submitted by a PTL Shipper to PTL which is not rejected by PTL under PTL's Transportation Arrangements;

**Renomination** means a Nomination by a Shipper which revises an earlier Nomination for a Gas Day;

**Renomination Effective Time** means the time on the Gas Day from which a Renomination is to become effective; and

**Single-Sided Nomination** means a Nomination submitted to NGG (as Initiating TSO), by a Shipper which is both a NGG Shipper and a PTL Shipper, which operates as both an NGG Nomination and a PTL Nomination.

2.2 In relation to a Nomination:

- (a) the **Processed** Nomination Quantity is the Nomination Quantity adjusted by processing in accordance with the relevant Linked Transporter's Transportation Arrangements;
- (b) the **Confirmed** Nomination Quantity is the quantity determined in accordance with paragraph 5.5 and paragraph 6.

2.3 The Direction of a Nomination signifies whether the Nomination is for offtake from the NGG System and delivery to the PTL System, or offtake from the PTL System and delivery to the NGG System.

### 3 Nomination Arrangements

3.1 This paragraph 3 summarises certain provisions of each Linked Transporter's Transportation Arrangements relating to Nominations, on the basis of which this Annex operates; and each Linked Transporter confirms that it considers its Transportation Arrangements to be consistent with this paragraph 3 and otherwise compatible with the provisions of this Annex.

3.2 Nominations contain the data necessary to enable each of the Linked Transporters to perform its responsibilities under paragraph 5.

3.3 Renominations may be submitted no earlier than 15:00 on Gas Day D-1 and thereafter until 02:00 on Gas Day D.

3.4 For a Renomination submitted within any hour (H):

- (a) the Renomination is treated as submitted at the start of hour H+1 (**renomination submission time**);
- (b) the Renomination Effective Time must be an exact hour no earlier than 2 hours after the renomination submission time (and not earlier than the start of the Gas Day) and not later than 04:00 on the Gas Day.

3.5 For any Nomination, the Linked Transporter will notify the Confirmed Nomination Quantity to the Shipper no later than two (2) hours after:

- (a) in the case of an Initial Nomination, the deadline for submission referred to in the definition of Nomination Deadline in paragraph 2.1;
- (b) in the case of a Renomination, the renomination submission time.

3.6 The Parties agree and acknowledge that:

- (a) under the Interconnection Agreement, GNI (UK) is responsible for preparing and submitting (and, where a Rejection Notice or Curtailment Notice is given or where GNI (UK)'s System is constrained and is unable to take delivery of some or all of the quantity as specified in the then prevailing Exit Flow Profile, revising) an Exit Flow Profile which complies with the requirements of Annex B-2 of that Agreement (a compliant Exit Flow Profile);
- (b) under arrangements between GNI (UK) and PTL in the GNI (UK)/PTL Transportation Agreement (and equivalent arrangements between GNI (UK) and GNI):
  - (i) GNI (UK) will derive the Exit Flow Profile in accordance with the methodology published by GNI (UK) in accordance with the provisions of the Interconnection Agreement;
  - (ii) PTL will be responsible for determining or redetermining an aggregate end-of-day quantity based on the sum of the Confirmed Nomination Quantities along with a quantity to be offtaken at the Interconnection Point for PTL Stranraer Exit Point so that GNI (UK) can prepare a compliant Exit Flow

Profile, including in a case where NGG gives a Curtailment Notice or where GNI (UK) is constrained and is unable to take delivery of some or all of the quantity in the prevailing Exit Flow Profile;

- (c) NGG is entitled to determine the existence of an Exceptional Event affecting the NGG System on the basis that Exit Flow Profiles will be compliant;
- (d) notwithstanding that PTL may not be able to determine or redetermine an aggregate end of day quantity in accordance with paragraph 3.6(b)(ii) if NGG notifies an Available Moffat Quantity as referred to in paragraph 5.5(f) GNI (UK) shall develop the Exit Flow Profile such that it does not exceed the Available Moffat Quantity; and
- (e) any rejection by NGG of an Exit Flow Profile which is not compliant, and the giving by NGG of any Curtailment Notice, is not of itself an Exceptional Event for NGG.

3.7 Where a Shipper does not submit a Nomination by the relevant Nomination Deadline:

- (a) where the applicable Nomination is an Initial Nomination:
  - (i) the relevant Shipper shall be deemed to have submitted a Nomination with a Nomination Quantity of zero; and
  - (ii) such deemed Nomination shall not be subject to the process described in paragraph 5.1(c) and the relevant Linked Transporter shall not determine nor communicate a Processed Nomination Quantity in respect of such deemed Nomination;
- (b) subject to paragraph 3.7(c), in respect of any Renomination, where the Shipper does not submit a Renomination by a Nomination Deadline the Shipper shall not be deemed to have submitted a Nomination (with a Nomination Quantity of zero or otherwise) and accordingly, the Shipper's prevailing Confirmed Nomination Quantity shall continue; and
- (c) where an Exceptional Event or a Gas Deficit Emergency has been notified (and not withdrawn) in respect of the Day a revised Confirmed Nomination Quantity will be determined in respect of the relevant Shipper's prevailing Nomination in accordance with paragraph 6.2(b) or 6.2(c) notwithstanding that a Shipper may not have submitted a Nomination.

## **4 Roles of Linked Transporters**

- 4.1 It has been agreed between the Parties that NGG is the Initiating TSO and that PTL shall in respect of PTL Shippers perform certain of the functions (as set out in this Annex B) of Matching TSO.
- 4.2 PTL appoints NGG as its agent to receive Single-Sided Nominations from Shippers which are both NGG Shippers and PTL Shippers.

## **5 Responsibilities of Parties**

- 5.1 For each Nomination Cycle, in accordance with the Matching Timetable:
  - (a) NGG will send to GNI (UK):

- (i) details of the Single-Sided Nominations submitted for that Nomination Cycle, in accordance with paragraph 5.2;
  - (ii) details in respect of NGG Processed Nomination Quantities under NGG Nominations submitted for that Nomination Cycle, in accordance with paragraph 5.3;
- (b) GNI (UK) will send to PTL details of the Processed Nomination Quantities under NGG Nominations (as received from NGG in accordance with 5.1(a)(ii)) to enable PTL to determine Confirmed Nomination Quantities; but GNI (UK) will not send the details of Single-Sided Nominations received from NGG in accordance with paragraph (a)(i);
- (c) PTL will:
- (i) acknowledge receipt of the Processed Nomination Quantities received from GNI (UK) under paragraph (b);
  - (ii) determine which NGG Processed Nomination Quantities and PTL Processed Nomination Quantities are Corresponding Nominations in accordance with paragraph 5.4;
  - (iii) in relation to the Corresponding Nominations, determine the Confirmed Nomination Quantities from the Processed Nomination Quantities in accordance with paragraph 5.5;
  - (iv) send to GNI (UK) the Confirmed Nomination Quantities for the Corresponding Nominations (together with the PTL Processed Nomination Quantities in respect of PTL Nominations, and the status of the Processed Nomination Quantities);
- (d) GNI (UK) will send to NGG the details received from PTL under paragraph 5.1(c)(iv);
- (e) NGG will send to GNI (UK) acknowledgement of the Confirmed Nomination Quantities received under paragraph (d);
- (f) NGG and PTL will inform their respective Shippers of the Confirmed Nomination Quantities.

5.2 The details of Single-Sided Nominations to be sent by NGG to GNI (UK) under paragraph 5.1(a)(i) include, but are not limited to:

- (a) the identity (EIC) of the Shipper submitting the Nomination;
- (b) the identity (EIC) of the Linked Transporter of the Counterparty Shipper;
- (c) the Gas Day to which the Nomination relates;
- (d) the Direction of the Nomination;
- (e) the Nomination Quantity (as a Daily Quantity); and
- (f) in the case of a Renomination, the Renomination Effective Time.

5.3 The details of NGG Processed Nomination Quantities to be sent by NGG to GNI (UK) under paragraph 5.1(a)(ii) and forwarded by GNI (UK) to PTL under paragraph 5.1(b) include but are not limited to:

- (a) the identity (EIC) of the NGG Shipper submitting the Nomination;
- (b) the identity (EIC) of the Counterparty Shipper specified in the Nomination;
- (c) the identity (EIC) of the Linked Transporter of the Counterparty Shipper ~~(ie PTL)~~;
- (d) the Gas Day to which the Nomination relates;
- (e) the Direction of the Nomination;
- (f) the original Nomination Quantity (as a Daily Quantity);
- (g) the Processed Nomination Quantity;
- (h) whether the Nomination is Single-Sided or Double-Sided; and
- (i) in the case of a Renomination, the Renomination Effective Time.

5.4 A NGG Nomination and a PTL Nomination are Corresponding Nominations where:

- (a) the NGG Nomination is a Single-Sided Nomination; or
- (b) in the case of Double Sided Nominations:
  - (i) they relate to the same Gas Day;
  - (ii) they are in the same Direction;
  - (iii) the Shipper identified as Counterparty Shipper in each Nomination is the Shipper which submitted the other Nomination;
  - (iv) they are Initial Nominations, or are Renominations received before the same Nomination Deadline for processing within the same Nomination Cycle; and
  - (v) they relate to the same Renomination Effective Time.

5.5 The Confirmed Nomination Quantity for Corresponding Nominations is determined as follows:

- (a) where the Processed Nomination Quantities under both Nominations is the same, the Confirmed Nomination Quantity is equal to the Processed Nomination Quantity;
- (b) where the Processed Nomination Quantities under both Nominations is not the same, the Confirmed Nomination Quantity is equal to the lesser of the Processed Nomination Quantity under the PTL Nomination and the Processed Nomination Quantity under the NGG Nomination, subject to paragraphs (c) and (d) and (f);
- (c) where (at the start of the relevant Nomination Cycle) NGG has notified to GNI (UK) an Exceptional Event, and has not notified the cessation of the Exceptional Event, in relation to Nominations in the affected Direction, the Confirmed Nomination Quantity is equal to the Processed Nomination Quantity under the NGG Nomination;

(d) where (at the start of the relevant Nomination Cycle) PTL has notified to GNI (UK) an Exceptional Event, and has not notified the cessation of the Exceptional Event, in relation to Nominations in the affected Direction, the Confirmed Nomination Quantity is equal to the Processed Nomination Quantity under the PTL Nomination;

(e) where (at the start of the relevant Nomination Cycle):

(i) NGG has notified to GNI (UK) an Exceptional Event, and has not notified the cessation of the Exceptional Event; and

(ii) PTL has notified to GNI (UK) an Exceptional Event, and has not notified the cessation of the Exceptional Event,

in relation to Nominations in the affected Direction, the Confirmed Nomination Quantity is equal to the lesser of the Processed Nomination Quantity under the PTL Nomination and the Processed Nomination Quantity under the NGG Nomination;

(f) where (at the start of the relevant Nomination Cycle) NGG has notified to GNI (UK) a Gas Deficit Emergency (and has not notified the cessation of the Gas Deficit Emergency), which necessitates reductions of demand at the Moffat Interconnection Point for one or more Gas Days:

(i) NGG will notify to GNI (UK) the quantity of gas which can physically be made available for offtake at the Interconnection Point on (and by the end of) the Day (**Available Moffat Quantity**), taking account of gas flows on the Day (if any) prior to the Emergency and the effect of the Emergency on gas flows on the Day;

(ii) GNI (UK) will determine (under arrangements agreed between GNI (UK) and PTL which are not part of this Agreement) how the Available Moffat Quantity is to be apportioned as between the PTL System and the GNI System, and notify PTL of the quantity which is to be apportioned to the PTL System (**NI Share of the Available Moffat Quantity**);

(iii) PTL will as soon as reasonably practicable determine PTL Shippers' Confirmed Nomination Quantities in accordance with paragraph 6, whereby the Confirmed Nomination Quantity is equal to the revised Processed Nomination Quantity under the PTL Nomination, and which will in aggregate with the quantity nominated for PTL Stranraer Exit Point not exceed the NI Share of the Available Moffat Quantity;

(iv) where the Available Moffat Quantity is reduced from the prevailing value and for any reason it is not possible to revise aggregate Confirmed Nomination Quantities to a value not exceeding the Available Moffat Quantity for that Gas Day, the Parties agree to consider and discuss, in good faith, the appropriate allocation method; and

(v) notwithstanding that the revised aggregate Confirmed Nomination Quantities may not be redetermined in accordance with paragraph 5.5(f)(iii) the Exit Flow Profile shall in any event reflect a quantity in respect of PTL which does not exceed the NI Share of the Available Moffat Quantity.

5.6 The aggregate Confirmed Nomination Quantity together with the quantity to be delivered on behalf of the Stranraer Operator shall not exceed the amount of capacity available to PTL pursuant to the GNI/PTL Transportation Arrangements. This shall not be binding on NGG.

## 6 Exceptional Events and Gas Deficit Emergency

6.1 Either of the Linked Transporters (the **Affected Linked Transporter**) may (before or during the Day) notify GNI (UK) as provided in Clause **Error! Reference source not found.**:

- (a) that there is an Exceptional Event or in the case of NGG, a Gas Deficit Emergency affecting the Affected Linked Transporter's System, and the Direction (**affected** Direction) in which it is affected by the Exceptional Event or, in the case of NGG, the Gas Deficit Emergency; or
- (b) that an Exceptional Event or, in the case of NGG, a Gas Deficit Emergency previously notified is no longer affecting the Affected Linked Transporter's System.

6.2 Where a Linked Transporter notifies an Exceptional Event or in the case of NGG, a Gas Deficit Emergency (under paragraph 6.1(a)) or where there is an Exceptional Event affecting the GNI (UK) System, in relation to Nominations in the affected Direction:

- (a) the Affected Linked Transporter may determine (in accordance with its Transportation Arrangements) revised Processed Nomination Quantities for its Nominations prevailing at the time;
- (b) if NGG is the Affected Linked Transporter,
  - (i) NGG will notify the revised Processed Nomination Quantities to GNI (UK) in accordance with paragraph 5.1(a)(ii);
  - (ii) GNI (UK) will forward the revised Processed Nomination Quantities to PTL in accordance with paragraph 5.1(b);
  - (iii) PTL will redetermine (in accordance with paragraph 5.5(c) or 5.5(f) as applicable), and notify GNI (UK) (and upon notification GNI (UK) will notify NGG) revised Confirmed Nomination Quantities for Nominations, on the basis of the revised Processed Nomination Quantities in accordance with paragraph 5.1(c) or 5.5(f) as applicable;
- (c) if PTL is the Affected Linked Transporter,
  - (i) PTL will determine revised Processed Nomination Quantities under PTL Nominations;
  - (ii) PTL will redetermine (in accordance with paragraph 5.5(d) and notify to GNI (UK) revised Confirmed Nomination Quantities for Nominations, on the basis of the revised Processed Nomination Quantities in accordance with paragraph 5.1(c);
  - (iii) GNI (UK) will forward the revised Confirmed Nomination Quantities to NGG in accordance with paragraph 5.1(d);
- (d) the Linked Transporters will notify the revised Confirmed Nomination Quantities to their respective Shippers in accordance with paragraph 5.1(f).

6.3 The steps in paragraph 6.2 will be taken in accordance with the Matching Timetable on the basis that the Nomination Cycle starts following the hour during which the Affected Linked Transporter notifies the Exceptional Event or Gas Deficit Emergency.

## 7 Matching Timetable

7.1 The Matching Timetable is as follows:

Matching Activity	Paragraph reference in this Annex	Latest Time for Provision (Relative to Commencement of Nomination Cycle)
NGG forwards Single Sided Nominations to GNI (UK)	5.1(a)(i)	Within 15 minutes
GNI (UK) forwards Single Sided Nominations to PTL	Not applicable	GNI (UK), at the request of PTL, will not be forwarding these nominations to PTL
GNI (UK) sends Single Sided Nominations Acknowledgement to NGG	-	See paragraph 7.2
NGG forwards its Processed Nomination Quantities to GNI (UK)	5.1(a)(ii)	Within 45 minutes
GNI (UK) forwards NGG's Processed Nomination Quantities to PTL	5.1(b)	See paragraph 7.2
PTL sends Processed Quantities Nominations Acknowledgement to GNI (UK)	5.1(c)(i)	See paragraph 7.2
PTL forwards its Processed Nomination Quantities and the Confirmed Nomination Quantities to GNI (UK)	5.1(c)(iv)	See paragraph 7.2
GNI (UK) forwards PTL's Processed Nomination Quantities and the Confirmed Nomination Quantities to NGG	5.1(d)	<i>Within 90 minutes</i>
NGG sends Confirmed Nomination Quantities Acknowledgement to GNI (UK)	5.1(e)	See paragraph 7.2
GNI (UK) sends Confirmed Nomination Quantities Acknowledgement to PTL	-	See paragraph 7.2
NGG and PTL notify Confirmed Nomination Quantities to Shippers	5.1(f)	Within 120 minutes

7.2 The latest time for communication of information which is to be calculated by reference to this paragraph 7.2 shall be five minutes following receipt of all relevant information which is necessary to provide the communication.

7.3 If, in any Nomination Cycle, any Party is unable to meet (for example in the circumstances of Clause **Error! Reference source not found.**) any of the times in the Matching Timetable for sending data to the other Party, it will, before that deadline, inform the other Parties, and will

send the relevant data as soon as it is able to, and the other Party will use reasonable endeavours to perform its activities when the data is sent.

7.4 PTL shall in respect of each Nomination Cycle up to but not including the Nomination Cycle which commences at 24:00 on a Gas Day notify to GNI (UK) the Anticipated Additional PTL Forward Flow Quantity when sending the Confirmed Nomination Quantities under paragraph 5.1(c) or as soon as practical thereafter.

## **8 Communications**

8.1 This paragraph 8 sets out terms agreed between the Parties in connection with the exchange of data pursuant to this Annex. The terms in this Annex apply in addition to the terms of Clause **Error! Reference source not found.**

8.2 The arrangements in this paragraph 8 are agreed in compliance with the requirements of Article 21 of the Interoperability Code.

8.3 The Parties shall use integrated data exchange to send and receive data.

8.4 The Parties shall send data under this Annex in the data format, and in accordance with the protocol, and by the network, each compliant with the Interoperability Code obligations, which are for the time being:

- (a) the data format to be used is: Edig@s xml;
- (b) the protocol to be used is SOAP.