

**UNIFORM NETWORK CODE - TRANSITION DOCUMENT****PART IIC – TRANSITIONAL RULES<sup>1</sup>****1. UNIFORM NETWORK CODE****1.1 TPD Section J: Exit Requirements**

## 1.1.1 TPD Section J3.11:

- (a) Unless the CSEP Network Exit Agreement provides otherwise, the CSEP Liability Sharing Proportion in respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies shall (notwithstanding TPD Section J3.11.7) be:
  - (i) until such time, not earlier than 1 May 1997, at which another proportion is determined under paragraph (c), one;
  - (ii) with effect from such time, the proportion (applicable to the relevant LDZ Connected System Exit Point) so determined.
- (b) All relevant CSEP Users and the Transporter agree to meet, commencing reasonably promptly after the date of the Code, and review together on a mutually agreeable basis (in consultation with relevant Connected System Operators and with the Authority) what principles are appropriate to determine CSEP Liability Sharing Proportions.
- (c) In respect of each LDZ Connected System Exit Point to which TPD Section J3.11 applies, the proportion referred to in paragraph (a) shall be such proportion, or the proportion determined by such mechanism, as following the review under paragraph (b) the Transporter shall with Condition A11(18) Approval of the Authority determine and notify to the relevant CSEP Users and Connected System Operator.

**1.2 TPD Section E: Unidentified Gas – Allocation Factors**

## 1.2.1 For the purposes of TPD Section E:

- (a) the provisions of TPD Section E9 prevailing on the date immediately preceding the date on which the Modification giving effect to this paragraph 1.12 is effective shall continue to apply in respect of the preparation of an AUG Table for the twelve (12) month period commencing 1 October 2025;
- (b) the AUG Table referred to in paragraph (a) shall also apply in respect of each of the twelve-month periods commencing 1 October 2026 and 1 October 2027;
- (c) accordingly, there will be no requirement to establish a new AUG Statement or AUG Table in respect of each of the periods referred to in paragraph (b);
- (d) the first three-year AUG Period in respect of which a new AUG Statement and AUG Table is to be prepared in accordance with TPD Section E9.4 shall be the AUG Period commencing 1 October 2028;

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<sup>1</sup> Implementation of modification 0864S effective 05:00hrs on 26 June 2026 will amend this list in whole or in part.

- (e) the methodology to be contained in the statement to be prepared for the first three-year AUG Period may be established by the AUG Expert without regard to the methodology utilised for the purposes of TPD E9 in relation to the periods preceding the first three-year AUG Period; and
- (f) TPD Section E9.2 and 9.3 shall next apply in respect of the appointment of a new AUG Expert in respect of the AUG Period referred to in paragraph (d).

## 2. INTERIM NTS ENTRY CAPACITY REGIME AT EASINGTON AND ROUGH AGGREGATE SYSTEM ENTRY POINTS

- 2.1 National Gas transmission shall, in respect of each month during the interim period to which this transitional rule relates, invite each User to redesignate any of the NTS Entry Capacity which it holds at the Easington ASEP so that it instead becomes available at the Rough Storage ASEP in accordance with the paragraph 2.
- 2.2 In this paragraph 2:
  - (a) a “**Capacity Redesignation**” shall:
    - (i) decrease the amount of Existing Registered Holding and Existing Available Holding held by and available for use and transfer by a User at the Easington ASEP in respect of each Day in the relevant month by the amount requested by a User in accordance with this paragraph 2; and
    - (ii) increase the amount of Existing Registered Holding and Existing Available Holding held by and available for use and transfer by a User at the Rough Storage ASEP in respect of each Day in the relevant month by an amount equal to the decrease under (i) above;
  - (b) a “**Capacity Redesignation Request**” shall mean a request to make a Capacity Redesignation;
  - (c) the “**Easington ASEP**” shall mean the Aggregate System Entry Point referred to as the NTS Entry Point Easington (including Rough) in Appendix 1 of Special Condition 9.13 of National Grid NTS’s Gas Transporter’s Licence;
  - (d) “**Redesignated Capacity**” shall mean the NTS Entry Capacity in respect of which there is a Capacity Redesignation;
  - (e) the “**Rough Storage ASEP**” shall mean the Aggregate System Entry Point referred to as the NTS Entry Point Rough Storage in the table of Zero Licence Baseline Entry Capacity Points which table is referred to in National Grid NTS’s Gas Transporter’s Licence.
- 2.3 National Gas Transmission shall, subject to paragraph 2.4, on each day on which it issues a rolling monthly surrender invitation to Users under paragraph TPD Section B2.3.3, invite each User to make a Capacity Redesignation Request in respect of each Day in the month to which the rolling monthly surrender invitation relates.
- 2.4 National Gas Transmission shall commence requesting each User to notify it if that User wishes to make a Capacity Redesignation Request on the first rolling monthly surrender date notified by NGT (which notification can only be made following the date on which the modification implementing this paragraph 2 becomes effective) and provided that no Capacity Redesignation Request will be issued or accepted for any rolling monthly surrender date which relates to the period before October 2024 or after March 2025.

- 2.5 A User may, on each rolling monthly surrender date following a rolling monthly surrender invitation made in accordance with paragraph 2.3 and subject to paragraph 2.4, make a Capacity Redesignation Request.
- 2.6 A Capacity Redesignation Request:
- (a) may not be submitted before 08:00 hours or after 17:00 hours on any rolling monthly surrender date;
  - (b) may be withdrawn or amended until, but not after, 17:00 hours on a rolling monthly surrender date.
- 2.7 Each Capacity Redesignation Request shall specify the amount of NTS Entry Capacity to which a User wishes the redesignation to apply.
- 2.8 National Gas Transmission will redesignate a User's NTS Entry Capacity in accordance with each Capacity Redesignation Request only if (but not otherwise):
- (a) the Capacity Redesignation Request requests the redesignation of the same amount of NTS Entry Capacity on each and every Day in the month to which it relates;
  - (b) the amount of Existing Registered Holding and Existing Available Holding which a User requests shall be redesignated does not exceed the amount of Existing Registered Holding and Existing Available Holding respectively held by that User at the Easington ASEP;
  - (c) the amount of NTS Entry Capacity which a User requests shall be redesignated in respect of a month does not exceed the amount of Available NTS Entry Capacity held by that User at the Easington ASEP for that month; and
  - (d) the User has complied with all other requirements of this paragraph 30 applicable to it in relation to the Capacity Redesignation Request.
- 2.9 The effect of a Capacity Resignation is that NTS Entry Capacity Charges and NTS Entry Transmission Services Revenue Recovery Charges shall be payable in respect of any Redesignated Capacity at the Rough Storage ASEP as if that capacity was, at the Tariff Regulation Effective Date, such User's Registered NTS Entry Capacity and Available NTS Entry Capacity at the Rough Storage ASEP.
- 2.10 It is agreed, for the avoidance of doubt, that any Redesignated Capacity shall be taken into account when determining a User's Fully Adjusted Firm Available NTS Entry Capacity held at the Easington ASEP and the Rough Storage ASEP.

### **3 CSS P1 INCIDENT (JULY 2023)**

#### **3.1 Relevant DRNs**

##### **3.1.1 For the purposes of this paragraph 3:**

- (a) the "**CSS P1 Incident**" is the incident affecting the CSS which commenced on 6 July 2023 and which adversely affected Relevant CSS Requests with a proposed Registration Effective Date of between 7 July and 3 August 2023;
- (b) a Definitive Registration Notification is:

- (i) a “**non-compliant DRN**” if the CSS Provider failed to send the Definitive Registration Notification when it should have and subsequently the CSS Provider:
  - (A) sent a Definitive Registration Notification which specified a Registration Effective Date earlier than the date on which the CSS Provider issued the relevant notification referred to in TPD Section G5.2.3(f); or
  - (B) it notified the CDSP that it would send a Definitive Registration Notification, and failed to do so;
- (ii) a "**re-submitted registration DRN**" if, following the Relevant Supplier cancelling the Relevant CSS Request (pursuant to the REC) ("**original request**") in anticipation it would give rise to a non-compliant DRN, it relates to a new Relevant CSS Request received from the Relevant Supplier ("**re-submitted registration request**") for the same Supply Meter Point and Nominated Shipper with a Registration Effective Date later than specified in the original request;
- (c) and paragraph (b)(ii), the (relevant Shipper User who is the) Nominated Shipper warrants the relevant Definitive Registration Nomination is a re-submitted registration DRN;
- (d) a “**relevant DRN**” is a non-compliant DRN or a re-submitted registration DRN.

3.1.2 In relation to each non-compliant DRN the CDSP shall:

- (a) give the notification referred to in TPD Section G5.2.4(a);
- (b) give effect to the non-compliant DRN as soon as reasonably practicable following the Registration Effective Date in accordance with the requirements of TPD Section G5.2.4(b)(i) and (ii).

### 3.2 Transportation Charges – Adjustment

3.2.1 For the purposes of this paragraph 3.2:

- (a) the "**applicable Intended Registration Date**" is:
  - (i) in the case of a non-compliant DRN, the Registration Effective Date specified in the Relevant CSS Request;
  - (ii) in the case of a re-submitted registration DRN, the Registration Effective Date specified in the original request;
- (b) the "**applicable Effective Registration Date**" is:
  - (i) in the case of a non-compliant DRN, the date on which the CDSP gives effect, pursuant to paragraph 3.1.2, to the non-compliant DRN;

- (ii) in the case of a re-submitted registration DRN, the date on which the CDSP gives effect, in accordance with TPD Section G5.2.4, to the re-submitted registration DRN;
  - (c) the “**Adjustment Period**” is the period from (and including) the applicable Intended Registration Date to (and excluding) the applicable Effective Registration Date;
  - (d) the “**Adjustment Assessment Date**” is, in relation to a relevant DRN and the month (m) in which the applicable Effective Registration Date occurs, the last day of month m+3;
  - (e) the “**incoming**” User is the Nominated Shipper specified in the Relevant CSS Request, and the “**outgoing**” User is the Existing Registered User;
  - (f) an “**Adjustment Meter Reading**” is, in relation to a Supply Meter Point which is the subject of a relevant DRN (the “**relevant**” Supply Meter Point), a Meter Reading for the Supply Meter comprised in such Supply Meter Point as notified by the CDSP in accordance with paragraph 3.2.2.
- 3.2.2 Following identification of a relevant DRN the CDSP shall in respect of the relevant Supply Meter Point notify both the incoming User and the outgoing User of:
- (a) unless paragraph (b) applies, an estimated Meter Reading for the applicable Intended Registration Date (determined in accordance with (and by reference to the prevailing Class of the Supply Meter Point) TPD Section G5.4.1 or (subject to TPD Section G5.18.3) TPD Section G5.4.2);
  - (b) where there is a Valid Meter Reading for the applicable Intended Registration Date, such Meter Reading.
- 3.2.3 Where there are Valid Meter Readings for a Read Date earlier and later than the applicable Intended Registration Date, the CDSP shall in the case of a Class 3 or 4 Supply Meter Point, estimate the Adjustment Meter Reading by reference to the Metered Volume as determined for the period between such Read Dates.
- 3.2.4 Where the incoming and the outgoing User agree, the outgoing User may submit an Valid Meter Reading for the applicable Intended Registration Date (“**Replacement Meter Reading**”) to replace the Adjustment Meter Reading.
- 3.2.5 Following identification of a relevant DRN the CDSP shall, as soon as reasonably practicable following the Adjustment Assessment Date, determine (by reference to the Adjustment Meter Reading, or any Replacement Meter Reading) the Metered Quantity for the Adjustment Period for the relevant Supply Meter.
- 3.2.6 Following determination of the Metered Quantity referred to in paragraph 3.2.5, the CDSP shall notify such to the incoming User and the outgoing User and the Transportation Charges payable in respect of the Adjustment Period shall be the responsibility of the incoming User, and the CDSP shall (in accordance with TPD Section S, and by way of credit or debit) make such adjustments as required to the Transportation Charges payable by the incoming User and the outgoing User in relation to the Adjustment Period.

- 3.2.7 No other adjustment shall be made to the Transportation Charges payable by the incoming User or outgoing User due to a relevant DRN in relation to relevant Supply Meter and the Adjustment Period following submission on any other Meter Reading with a Read Date which falls in the Adjustment Period.
- 3.2.8 Paragraph 3.2.6 shall not apply provided both the incoming User and the outgoing User notify the CDSP prior to the Adjustment Assessment Date that no adjustment should be made to Transportation Charges relating to the Adjustment Period.

#### **4 AQ AMENDMENTS**

- 4.1 TPD Section G2.3.32 shall apply in relation to a request to change the Annual Quantity of a Supply Meter Point which is accepted by the CDSP notwithstanding at the date on which the Modification giving effect to this paragraph 4 was implemented the date on which the change in the Annual Quantity is effective (in accordance with TPD Section 2.3.27(a)) has not yet occurred.

**ANNEX G-1**

**MANDATORY ALLOCATION AGENCY TERMS**

**THIS AGREEMENT** is made on [ ]

**BETWEEN**

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

**WHEREAS**

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

**IT IS AGREED** as follows:

**1. Definitions**

In this Agreement:

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

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

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

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

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

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

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

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

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

Words and expressions defined in the Uniform Network Code and not otherwise defined herein shall have the meanings ascribed thereto in the Uniform Network Code, and references to Sections are to Sections of the Transportation Principal Document.

## **2. Duration**

This Agreement shall become effective at 06:00 hours on the date specified in Part 6 of the Schedule and shall continue in force until and unless terminated by agreement of all of the Shippers.

## **3. Appointment and undertakings of User Agent**

3.1 At the request of the Consumer, the Shippers hereby appoint the Consumer, and the Consumer agrees to act as Sharing Registered User Agent for the purposes of TPD Section G1.7.

3.2 The Consumer undertakes to each Shipper, in relation to each Day while this Agreement is in force:

- (a) that the Consumer (as Sharing Registered User Agent) will notify to the Transporter, in accordance with the requirements of TPD Section G1.7 and the Shared Supply Meter Point Procedures, an allocation (and where so required a revised allocation) between the Shippers of the Supply Meter Point Daily Quantity Offtaken in respect of the Supply Meter Point(s); and
- (b) that the allocation so notified will be such that:
  - (i) TPD Section G1.7.9(b) applies;
  - (ii) the quantity of gas allocated to each Shipper is a Proper Quantity; and
- (c) where any Supplier is a Qualifying Supplier, that the Consumer will not take gas from a Supplier other than a Qualifying Supplier where the quantity of gas which the Consumer takes (by way of supply at the Premises) from any Qualifying Supplier is less than the maximum quantity which the Consumer was entitled, after taking account of any interruption requirement (and any unwillingness of a Qualifying Supplier to supply gas) in relation to the relevant Day, so to take on the Day from such Qualifying Supplier.

3.3 The Consumer undertakes to each Shipper to indemnify the Shipper against:

- (a) any loss (including without limitation by reason of any System Price differing from the price payable to it by the relevant Supplier), liability or damage incurred, by reason of the operation of the Code, by the Shipper;
- (b) where the Shipper is not the relevant Supplier, any liability of the Shipper to the relevant Supplier pursuant to the arrangements from time to time in force between the Shipper and the relevant Supplier

as a result (in either case) of any failure of the Consumer to comply with 3.2.

- 3.4 Where any Shipper is the relevant Supplier, nothing in this Agreement shall affect or prejudice the Supply Contract or any rights or obligations of the Shipper or Consumer thereunder; and in particular the Shipper shall not be taken, by reason of entering into this Agreement, to have assented to or waived any claim relating to the entering by the Consumer into any other Supply Contract.
- 3.5 The Consumer shall make no charge to any Shippers in respect of its services as Sharing Registered User Agent hereunder, and shall reimburse to each Shipper any amounts which the Shipper is liable to pay to the Transporter pursuant to TPD Section G1.7.18 by virtue of the Supply Meter Point being a Shared Supply Meter Point.
- 3.6 For the purposes of paragraph 3.2(c):
- (a) an **"interruption requirement"** is a requirement, imposed on the consumer by a Qualifying Supplier pursuant to any term of the relevant Supply Contract to limit the quantity of gas taken or not to take gas on a Day;
  - (b) a **"Qualifying Supplier"** is a Supplier whose Supply Contract came into force before 1st January 1998 and who was supplying gas to the Consumer at the Premises pursuant to its Supply Contract before the effective date specified in part 6 of the Schedule.

#### 4. Miscellaneous

- 4.1 If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.2
- (a) No waiver by any Shipper or the Consumer of any default or defaults by another Shipper or the Consumer in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.
  - (b) No failure or delay by any Shipper or the Consumer in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single partial exercise by such Shipper or the Consumer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.3 This Agreement shall be governed by and construed in all respects in accordance with English law and the Shippers and the Consumer agree to submit to the jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.
- 4.4 This Agreement constitutes the entire agreement and understanding between the Shippers and the Consumer in relation to the Shared Supply Meter Point and no Shipper nor the Consumer has relied on any warranty or representation of the other except as expressly stated or referred to in this Agreement.
- 4.5
- (a) Any notice to be given under this Agreement shall be in writing and shall be duly given if signed by or on behalf of a person duly authorised to do so by the person giving the notice and delivered by hand at, or by sending it by first class post or by facsimile transmission to the relevant address, or facsimile number set out in Part 1 of the Schedule hereto in the case of the Shippers, and Part 2 of the Schedule hereto, in the case of the Consumer.

- (b) Any Shipper and the Consumer shall be entitled to amend in any respect the particulars which relate to it and which are set out in Parts 1 and 2 of the Schedule hereto by notice to the other Shippers and the Consumer.
- (c) Any such notice given as aforesaid shall be deemed to have been given or received:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile, upon transmission acknowledged by a correct transmission slip at the end of the message; and
  - (iii) if sent by post, 48 hours after posting.

**IN WITNESS WHEREOF** the parties have entered into this Agreement as of the day and year first above written

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAMES OF SHIPPERS]***

Signed by \_\_\_\_\_ for  
and on behalf of  
***[INSERT NAME OF THE  
CONSUMER]***

**SCHEDULE**

**Part 1 - the Shippers**

*[Names and addresses]*

**Part 2 - the Consumer**

*[Name and address]*

**Part 3 - the Suppliers**

*[Names]*

**Part 4 - the Premises**

*[Address]*

**Part 5 - the Supply Meter Point(s)**

Supply Meter Point Reference Number:

**Part 6 - effective date**

*[Date]*

