UNIFORM NETWORK CODE – INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

SECTION F – GENERAL

1 GENERAL

1.1 Introduction

1.1.1 This Section F sets out provisions (applicable for the purposes of this Document, in addition to the General Terms) as to:

(a) the interpretation of references to a Party in this Document;

(b) the basis on which a person may become or cease to be a Party;

(c) confidentiality as between Parties;

(d) the liability of Parties;

(e) the giving of communications under this Document; and

(f) other matters of a general nature.

1.1.2 In this Independent Gas Transporters Arrangements Document, references to:

(a) this **"Document"** are to this Independent Gas Transporters Arrangements Document;

(b) the date of this Document are to the Nexus Implementation Date;

(c) a Party's gas transporter's licence are (in relation to a Transporter) to its Transporter's Licence; and

(d) a System include an IGT System.

1.2 Subsidiary Documents

1.2.1 In this Document, **"IGTAD Subsidiary Document"** means any document which may be specified or may be agreed by the Parties to be a IGTAD Subsidiary Document.

1.2.2 The version of each IGTAD Subsidiary Document prevailing at the date of this Document is the version issued by National Gas Transmission on or before the date of this Document.

1.2.3 The IGTAD Committee shall keep each IGTAD Subsidiary Document under review.

1.2.4 Any Party may propose a modification to an IGTAD Subsidiary Document.

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1.2.5 The IGTAD Committee shall establish and implement the procedure to be adopted in relation to a proposal to modify an IGTAD Subsidiary Document.

1.2.6 A modification of an IGTAD Subsidiary Document shall be made by the decision (subject to and in accordance with paragraph 7.5) of the IGTAD Committee and not otherwise.

1.2.7 The Parties shall comply with the IGTAD Subsidiary Documents.

2 PARTIES

2.1 Parties

2.1.1 Unless otherwise expressly provided, in accordance with GT Section B2.3.2(c), references in this Independent Gas Transporters Arrangements Document to a Party are to a Transporter and an Independent Gas Transporter.

2.1.2 Except as provided in Section B, a reference in this Document to a Party shall be construed as a reference in the context of any CSEP, to a Party whose System is (directly or indirectly) connected to another System at that CSEP.

2.2 Effect as respects Transporters and Shipper Users

While Shipper Users are not parties for the purposes of this Independent Gas Transporters Arrangements Document, provisions of or established under this Independent Gas Transporters Arrangements Document operate as Network Exit Provisions in respect of CSEPs for the purposes of TPD Section J and bind Shipper Users to that extent.

3 ADMISSION

3.1 Conditions for admission

3.1.1 A person (**"New IGT"**) may become a Party in the capacity of an Independent Gas Transporter, if the conditions in paragraph 3.1.2 are satisfied in relation to such person, subject to and in accordance with paragraph 3.2.

3.1.2 The conditions are that, with effect from the date from which the New IGT is to become a Party:

(a) the New IGT will be the operator of an IGT System connected or to be connected (directly or indirectly) to a Transporter's System at a CSEP;

(b) the New IGT will be licensee under a gas transporter's licence;

(c) the New IGT will have prepared an individual network code (incorporating the IGT Code) which complies with the requirements of Section D1 and with the requirements of its gas transporter's licence; and

(d) the New IGT's individual network code (incorporating the IGT Code) will be made binding between the New IGT and IGTS Users pursuant to an IGT Framework Agreement (whether by assignment or novation or the entry into a new IGT Framework Agreement).

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3.2 Requirements for admission

3.2.1 In order to become a Party, the New IGT shall:

(a) satisfy or secure the satisfaction of the requirements in paragraph 3.2.2; and

(b) accede to the Transporters Framework Agreement by executing and delivering to National Gas Transmission an Accession Agreement and thereby agree to be bound by this Document.

3.2.2 The requirements referred to in paragraph 3.2.1(a) are as follows:

(a) the New IGT shall have applied to National Gas Transmission, in such form as the IGTAD Committee may from time to time prescribe, giving the following details:

(i) the name of the New IGT;

(ii) the legal nature of the New IGT and, where the New IGT is not a company incorporated under the Companies Act 2006 (as amended), such further information concerning the constitution of the New IGT as National Gas Transmission may reasonably require;

(iii) the address, telephone and email addresses of the New IGT, and the individual for whose attention notice is to be marked, for the purposes of notice under GT Section B5.2.3; and

(iv) where the New IGT is not a company incorporated under the Companies Act 2006 (as amended), an address for service in accordance with GT Section B6.7.3;

(b) the New IGT shall have obtained from the IGTAD Committee one or more copies of the IGTAD Subsidiary Documents and such other documents referred to in this Document or the Transporters Framework Agreement as the IGTAD Committee shall from time to time prescribe for the purposes of this paragraph 3.2.2(b);

(c) the New IGT has made CSEP Registrations with the relevant DN Operator in respect of each of its directly-connected IGT Systems and IGT Registrations in respect of its IGT System as required by this Document; and

(d) the New IGT shall have signed the Accession Agreement and shall have satisfied the Accession Requirements (each as defined in the DSC).

3.3 Effectiveness of accession

3.3.1 Where any Independent Gas Transporter is to be admitted pursuant to this paragraph 4, each Party hereby irrevocably and unconditionally authorises National Gas Transmission to execute and deliver on behalf of such Party an Accession Agreement (in the form set out in the Transporters Framework Agreement) and to admit such New IGT as a Party.

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3.3.2 The New IGT will become a Party with effect from the day which is 3 Business Days after the last of the requirements in paragraphs 3.2.1 and 3.2.2 above is satisfied.

3.3.3 Upon the New IGT becoming a Party to this Document pursuant to paragraph 3.3.2 above, the IGTAD Committee shall so notify:

(a) the New IGT, specifying the names of all existing Parties and their prevailing notice details in accordance with GT Section B5.2.3; and

(b) all other Parties under the Code, specifying the name of the New Independent Gas Transporter, its notice details provided under paragraph 3.2.2(a)(iii) above and the effective date of its becoming a Party in accordance with paragraph 3.3.2.

4 CESSATION, WITHDRAWAL AND TERMINATION

4.1 Withdrawal

4.1.1 An Independent Gas Transporter (**"withdrawing IGT"**) may cease to be a Party where the following conditions are, or will (with effect from its ceasing to be a Party) be, satisfied:

(a) the withdrawing IGT has ceased to be the operator of any IGT System;

(b) the withdrawing IGT is not bound to be a Party by the conditions of a gas transporter's licence;

(c) the withdrawing IGT has no outstanding CSEP Registrations or IGT Registrations;

(d) there are no financial or other liabilities or obligations (whether accrued, outstanding or contingent) of the withdrawing IGT to any other Party under this Document; and

(e) the withdrawing IGT has satisfied the Withdrawal Requirements (as defined in the DSC).

4.1.2 Where an Independent Gas Transporter wishes to cease to be a Party:

(a) it shall give notice to the IGTAD Committee specifying the date with effect from which it wishes to cease to be a Party;

(b) with effect from the specified date, provided the conditions in paragraph 4.1.1 are satisfied, the withdrawing IGT shall cease to be a Party; and

(c) if the conditions in paragraph 4.1.1 are not satisfied at the specified date, the withdrawing IGT's notice under paragraph 4.1.2(a) shall lapse and be of no effect.

4.2 Termination

4.2.1 The Parties acknowledge that this Document currently contains no provision under which a Party may be required to cease to be a Party in any circumstances.

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4.3 Effect of cessation

Any rights and obligations of any Party which are accrued and outstanding at the date of a Party's ceasing to be a Party (pursuant to any provision of this Document) shall survive and continue to be enforceable notwithstanding such cessation.

5 INFORMATION AND CONFIDENTIALITY

5.1 Protected Information

5.1.1 In this paragraph 5, **"Protected Information"** means any information relating to the affairs of a Party (the **"Protected Party"**) which is obtained by another Party (the **"Receiving Party"**) pursuant to or in course of the implementation or performance of this Document or the Transporters Framework Agreement.

5.1.2 The terms of the Code, the Transporters Framework Agreement and the DSC are not Protected Information.

5.1.3 For the avoidance of doubt, the provisions of this Document are without prejudice to the requirements of the Data Protection Act 2018.

5.1.4 The provisions of this paragraph 5 are without prejudice to the provisions as to confidentiality of any agreement entered into by a DN Operator and Independent Gas Transporter pursuant to the CSEP Connection Arrangements.

5.1.5 For the avoidance of doubt, information received by a Party from the CDSP acting as agent on behalf of another Party is Protected Information (for the purposes of the Code).

5.2 Obligations

5.2.1 The Receiving Party shall secure that Protected Information is not:

(a) disclosed to any person other than:

(i) an officer or employee of the Receiving Party whose province it is to know the same; or

(ii) a professional adviser of or consultant to the Receiving Party; or

(iii) without prejudice to any requirement under the Receiving Party's Licence, any 10% Affiliate (other than an Affiliate which is the holder of a gas shipper's licence or a gas supplier's licence) of the Receiving Party,

in any such case in accordance with the requirements of paragraph 5.3 below; or

(b) used by the Receiving Party for any purpose other than carrying on the Permitted Activities.

5.2.2 In relation to the Receiving Party, **"Permitted Activities"** means the carrying on of transportation business (as defined in the Receiving Party's gas transporter's licence(s)), the operation, administration, maintenance and development of the Receiving Party's System, and the implementation and performance of the Code, the Transporters' Framework Agreement or the IGT Code or IGT Framework Agreement or the DSC.

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5.3 Terms of Permitted Disclosure

5.3.1 Where Protected Information is disclosed by the Receiving Party as permitted under paragraph 6.2.1(a), the Receiving Party shall (without prejudice to its obligations under paragraph 6.2) take all reasonable steps to secure that the person to whom the information is disclosed:

(a) is aware of the Receiving Party's obligations under this paragraph 6 in relation thereto; and

(b) does not use or disclose the information other than as is permitted of such Party in accordance with paragraph 5.2.1(b) and 5.7.3.

5.4 Exceptions

5.4.1 Nothing in paragraph 5.2 or 5.3 shall apply:

(a) to the disclosure or use by the Receiving Party of Protected Information to which the Protected Party has consented in writing;

(b) to any Protected Information which:

(i) before it is obtained by the Receiving Party is in the public domain; or

(ii) after it is obtained by the Receiving Party enters the public domain,

in either case otherwise than as a result of a breach by the Receiving Party of its obligations under paragraph 5.2 or 5.3;

(c) to the disclosure of any Protected Information to any person if and to the extent that the Receiving Party is required to make such disclosure to such person:

(i) in compliance with the duties of the Receiving Party under the Act or any other requirement of a Competent Authority; or

(ii) in compliance with the conditions of the gas transporter's licence(s) held by the Receiving Party or any document referred to in such licence with which the Receiving Party is required by virtue of the Act or such licence to comply; or

(iii) in compliance with any other Legal Requirement; or

(iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or

(v) pursuant to any provision of GT Section A or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the Receiving Party;

(d) to any Protected Information to the extent that the Receiving Party is expressly permitted or required to disclose that information under the terms of any agreement or arrangement made with the Protected Party or to which it is party (including this Document, the Transporters Framework Agreement, any Supplemental Agreement to which the Protected Party is a party and the DSC);

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(e) to the disclosure of Protected Information to any lending or other financial institution proposing to provide or arrange the provision of finance to the Receiving Party, where and to the extent the disclosure of such information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the information is disclosed undertakes in writing to and in terms reasonably satisfactory to the Protected Party to maintain the confidentiality of such information;

(f) to the disclosure of any Protected Information to the Authority, where the Receiving Party considers in good faith that the Protected Party may be in breach of a condition of the Protected Party's gas transporter's licence, to the extent reasonably necessary to draw such possible breach to the attention of the Authority;

(g) to the disclosure of any Protected Information to an agent or contractor of the Receiving Party where the contractor has entered into a confidentiality agreement with the Receiving Party on terms no less onerous than those of paragraphs 5.1 to 5.6; or

(h) to the disclosure of any Protected Information by a Party to another Party which operates a System connected to the disclosing Party's System, to the extent that the disclosure is needed for the interconnected operation of such Systems.

5.5 Survival

5.5.1 The provisions of this paragraph 5 above shall continue to bind a Party (and in relation to such Party, each other Party) for a period of three years after the Party ceases to be a Party pursuant to paragraph 4.

5.6 No Disclosure in Breach of Licence

5.6.1 Nothing in this Document or the Transporters Framework Agreement shall be construed as requiring a Party to disclose or use any information in breach of any requirement of the Party's gas transporter's licence.

5.7 Data ownership

5.7.1 For the purposes of this paragraph 5.7, **"data"**:

(a) includes measured data, demand forecasts and includes any data comprised in any IGTAD Communication; and

(b) relates to a System where it relates to or is derived from that System or Connection Facilities installed by the Party which operates that System, or a User or (as the case may be) IGTS User of that System.

5.7.2 As between the Parties, data which:

(a) relates to a System; and

(b) is provided pursuant to this Document by the Party which operates that System to another Party,

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shall belong to the Party which operates that System.

5.7.3 Where pursuant to this Document a Party (the **"data Party"**) provides data to another Party (the **"receiving Party"**):

(a) the data Party grants to the receiving Party a perpetual, non-exclusive, royalty-free licence (which shall survive the data Party ceasing to be a Party) in respect of such data and all intellectual property rights therein to use, copy, adapt and deal with such data for the purposes of the Permitted Activities but not otherwise; and

(b) data (including any compilation of data) which is derived by the receiving Party from the data provided by the data Party, pursuant to any process carried out by the receiving Party pursuant to the licence under paragraph (a)) shall belong to the receiving Party.

6 LIABILITY

6.1 Responsibility for Loss and Liability

6.1.1 For the purposes of this paragraph 6, in relation to a Party, **"Loss and Liability"** means all and any of the following:

(a) any loss or damage to:

(i) that Party's property (including any part of its System); or

(ii) the property of that Party's officers, employees, agents and Affiliates,

(whether or not such loss or damage occurs when such property is located on or has been brought onto any part of the site where a CSEP is situated or other land which is owned or occupied by another Party);

(b) liability in connection with any injury to or death of any of that Party's officers, employees or agents (whether or not such injury or death occurs when such any such office, employee or agent is on any part of the site where a CSEP is situated or other land which is owned or occupied by another Party);

(c) subject to paragraphs (a)(ii) and (b), any liability to or claim by any third party:

(i) which arises from or in connection with (or with the operation of or failure to operate) that Party's System, including any Connection Facilities installed by that Party; or

(ii) which arises under any contract or pursuant to any other commitment made by that Party to a third party (including pursuant to the Transportation Principal Document);

(d) all claims, damages, awards, costs, expenses and other liability in connection with any of the foregoing.

6.1.2 Subject to paragraph 6.2, each Party shall be responsible for its own Loss and Liability, irrespective of whether any such Loss and Liability results from:

(a) the breach by any other Party of any provision of this Document; or

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(b) any act or omission (negligent or otherwise) by any other Party, or any officer, employee, agent or Affiliate of another Party, in the course of the performance of or otherwise in connection with the subject matter of this Document.

6.1.3 In accordance with paragraph 6.1.2 (but subject to paragraph 6.2), each Party (the **"first"** Party):

(a) waives any rights and remedies against any other Party (or any officer, employee, agent or Affiliate of another Party), and releases each other Party (and its officers, employees, agents and Affiliates) from any duties or liabilities, in contract, tort (including negligence), misrepresentation or otherwise, in respect of the first Party's Loss and Liability; and

(b) undertakes to indemnify and hold harmless each other Party (and its officers, employees, agents and Affiliates) from and against any Loss and Liability of the first Party, and all liability, loss, damages, claims, costs and expenses in connection with any Loss and Liability of the first Party.

6.1.4 Without prejudice to the generality of paragraph 6.1.2, but subject to paragraph 6.2, no Party shall in any circumstances be liable in respect of any breach of this Document or the Framework Agreement to any other Party for:

(a) any increased cost of working;

(b) any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill;

(c) any indirect or consequential loss; or

(d) loss resulting from the liability in damages of the other Party to any other person howsoever and whensoever arising.

6.1.5 Each Party (the **"first"** Party) shall be responsible for determining whether to insure, and (if so) in respect of what risks and for what amounts to insure, its System and the risk of its Loss and Liability; provided that each Party shall obtain (from its insurers) an effective waiver of rights of subrogation against any other Party in respect of the first Party's Loss and Liability, and shall at all times provide such evidence as any other Party may require that such waiver of subrogation has been obtained and is in force.

6.1.6 In this paragraph 6.1 **"third party"** means any person other than a Party, or any officer, employee or agent of a Party (and for the avoidance of doubt includes any User).

6.1.7 GT Section B6.5.1 shall not apply in relation to the terms in paragraph 6.1.3(a) which may accordingly be enforced by a Party's officers, employees, agents and Affiliates, but without prejudice to GT Section B6.5.2.

6.2 Qualifications

6.2.1 Without prejudice to the provisions of paragraphs 6.1.2 and 6.1.3, nothing in this Document shall exclude or limit the liability of any Party to any person for death of or personal injury to that person resulting from the negligence of such Party.

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6.2.2 Paragraph 6.1 is without prejudice to any provision of the Code which provides for any Party to make a payment to another Party (including a requirement to pay or reimburse another Party's costs), or which provides for an indemnity.

6.2.3 Nothing in this paragraph 6 shall prevent a Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Document or the Framework Agreement.

6.2.4 Nothing in paragraph 6.1 shall constitute a waiver by any Party of any right or remedy it may have:

(a) (other than pursuant to the Code, or any condition of a gas transporter's licence requiring compliance with the Code) in respect of a breach by another Party of any Legal Requirement; or

(b) in respect of the fraud of another Party.

6.3 Further provisions

6.3.1 Where this Document provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of this Document:

(a) each Party agrees and acknowledges that such provision has been the subject of discussion and negotiation, and that the amount provided to be payable represents no more than a genuine pre-estimate of the loss of the Party to which such amount is payable;

(b) without prejudice to the generality of paragraph 6.1, each Party agrees and acknowledges that the remedy conferred by such provision is exclusive of and in substitution for any remedy in damages in respect of such breach or the event or circumstance giving rise thereto.

6.3.2 Each Party agrees that the provisions of this paragraph 6 have been the subject of discussion and negotiation and are appropriate, fair and reasonable having regard to the circumstances as at the date of this Document.

6.3.3 Each Party agrees that if provisions contained in the CSEP Connection Arrangements in respect of liability shall prevail over this paragraph 6.

7 IGTAD COMMITTEE

7.1 Establishment

7.1.1 There shall be and is hereby established a Sub-committee of the UNC Committee to be known as the IGTAD Committee.

7.1.2 The IGTAD Committee shall be composed of:

(a) five persons representing the Transporters, being the members of the UNC Committee from time to time appointed by the Transporters; and

(b) five persons representing the Independent Gas Transporters appointed by the Association of Independent Gas Transporters,

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or their nominees in accordance with paragraph 7.1.3 (and references in this paragraph 7.1.2 to members of the IGTAD Committee shall be construed accordingly).

7.1.3 Each member appointed by a Transporter or an Independent Gas Transporter may from time to time designate a nominee to be a member of the IGTAD Committee in their place.

7.1.4 It is expected that each member of the IGTAD Committee shall represent, and inform the IGTAD Committee of, the views of the party or parties or class of party they respectively represent in relation to matters the subject of the IGTAD Committee's functions.

7.2 Chairperson

7.2.1 The Transporters shall appoint a person (who may but need not be a member appointed under paragraph 7.1.2) from time to time to be Chairperson of the IGTAD Committee.

7.2.2 The Chairperson shall chair meetings of the IGTAD Committee and shall have such other functions if any as the IGTAD Committee shall decide.

7.3 Functions of the IGTAD Committee

7.3.1 The IGTAD Committee shall have the powers, duties and functions assigned to it by or under this Document.

7.3.2 The functions of the IGTAD Committee shall include:

(a) decisions in relation to the admission of new Independent Gas Transporter's under paragraph 3 or the withdrawal of a Independent Gas Transporter under paragraph 4.1; and

(b) the review and modification of the IGTAD Subsidiary Documents in accordance with paragraph 1.2.

7.3.3 Except as otherwise provided in this Document, the IGTAD Committee shall have no ability to determine any matter and no competence to discharge any function or to exercise any power.

7.3.4 The IGTAD Committee shall not, and no member (by virtue only of being a member) of the IGTAD Committee shall, have the power or authority to bind any Party, other than by virtue of the effect, for the purposes of this Document, of the IGTAD Committee's decisions in relation to matters within the scope of its functions.

7.4 Proceedings of the IGTAD Committee

7.4.1 The IGTAD Committee shall determine the rules and procedures which govern its proceedings and the convening and conduct of its meetings (including the frequency of its regular meetings).

7.4.2 Any meeting of the IGTAD Committee may be attended by a representative of the Authority, who for the avoidance of doubt shall not have a vote at such meeting.

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7.4.3 In respect of any matter to be decided by the IGTAD Committee at any meeting of the IGTAD Committee, each member shall have one vote.

7.5 Decisions of the IGTAD Committee

7.5.1 Decisions of the IGTAD Committee shall be made by the affirmative vote of all members present at a validly called meeting of the IGTAD Committee at which at least two (2) members are present, of whom at least one is a member appointed by a Transporter and one is a member appointed by an Independent Gas Transporter (and references to the unanimous decision of the IGTAD Committee shall be construed accordingly).

7.5.2 In respect of any matter in relation to which a unanimous decision is not reached by the IGTAD Committee at a meeting at which such matter is considered, unless the IGTAD Committee decides to defer further consideration of such matter to a later meeting:

(a) any member may (by notice to each Party) require that the matter shall be referred to a director of each of the Parties for determination, in which case the Parties shall ensure that their nominated directors meet to consider the matter; and

(b) if the Parties do not reach a unanimous decision in relation to the matter within 10 Business Days after such notice, any Transporter may determine the matter with Condition A11(18) Approval.

7.5.3 The Parties shall ensure that minutes of the IGTAD Committee's meetings and records of its proceedings are kept and made available to each Representative and each Party.

7.6 IGTAD Sub-committees

7.6.1 The IGTAD Committee may establish sub-committees, and may set the terms of reference and procedural rules for and delegate any matter to such a sub-committee.

8 IGTAD COMMUNICATIONS

8.1 IGTAD Communication

8.1.1 For the purposes of the Code **"IGTAD Communication"** means any communication to be given by a Party (including any notification, application, nomination, request, approval, acceptance, invoice or other notice to be given, made or submitted) under the IGT Arrangements Document.

8.2 Giving IGTAD Communications

8.2.1 Where under the provisions of this Document (including under Section D or E) an IGTAD Communication is to be given by the CDSP on behalf of a Party, such IGTAD Communication shall be deemed to be given and received at the time required and in compliance with the provisions of this Document, except where the relevant systems of the CDSP have failed in which case such communication shall be given in accordance with the applicable Contingency Procedure in the UK Link Manual.

8.2.2 Any IGTAD Communication to be given under Section B2 shall be given in accordance with the provisions established by the DN Operator in or pursuant to the CSEP

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Connection Arrangements, and those provisions shall govern the validity and time of receipt of such a communication.

8.2.3 Unless otherwise agreed or expressly provided in this Document, any other IGTAD Communication shall be given by Conventional Notice.

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