UNIFORM NETWORK CODE

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INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

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UNIFORM NETWORK CODE – INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

SECTION A – SCOPE AND CLASSIFICATION

1 INTRODUCTION

1.1 Independent Gas Transporter Arrangements Document

1.1.1 The Independent Gas Transporter Arrangements Document sets out:

(a) rights and obligations as between DN Operators and Independent Gas Transporters in relation to the connections between their respective DNO Systems and IGT Systems;

(b) rights and obligations as between National Gas Transmission and Independent Gas Transporters in relation to the connections between the NTS and IGT Systems; and

(c) the basis of implementation of certain provisions of the Transportation Principal Document in relation to CSEP System Exit Points, USEP System Entry Points and IGT LDZ System Entry Points.

1.2 Scope of IGTAD

1.2.1 This Independent Gas Transporter Arrangements Document applies in respect of:

(a) Unmetered LDZ CSEPs and Unmetered IGT-NTS System Points; and

(b) IGT Systems directly-connected to LDZs at Unmetered CSEPs, indirectly-connected IGT Systems, and IGT Systems connected to the NTS at Unmetered IGT-NTS System Points.

1.2.2 The obligations of a Transporter to make gas available for offtake from its System by a Shipper User are contained in the Transportation Principal Document, and nothing in this Document establishes or constitutes such an obligation.

1.2.3 Nothing in this Document provides for the supply of any service between any Transporter and an Independent Gas Transporter or creates any payment obligation as between a Transporter and an Independent Gas Transporter.

1.3 Scope of Section A

1.3.1 This Section A sets out:

(a) provisions (in addition to those of TPD Section A) relating to the classification of Systems, System Points and points on IGT Systems for the purposes of this Document; and

(b) the basis on which gas flows between Systems are to be treated for certain

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purposes under this Document.

1.4 Limited Scope

1.4.1 The Parties acknowledge that:

(a) there is (at the date of this Document) no case in which an IGT System is connected:

(i) to more than one DNO System, or to a System in more than one Exit Zone, or

(ii) to both a DNO System and the NTS, or

(iii) to another IGT System that is connected to the NTS; and

(b) this Document does not address any such case as mentioned in paragraph (a).

1.4.2 If any Independent Gas Transporter becomes aware that any such case as mentioned in paragraph 1.4.1(a) may exist or may come to exist, it shall promptly notify each Transporter; and the Parties shall consider what Modification may be appropriate to address such case.

1.5 Interpretation

1.5.1 Subject to paragraph 1.6, where in this Document:

(a) any term which:

(i) is defined in the Code; and

(ii) (in the Transportation Principal Document) applies to a System Exit Point, Supply Meter or System Entry Point (or to a User in relation to a System Exit Point, Supply Meter or System Entry Point),

is used with reference to an IGTS System Exit Point, IGTS Supply Meter or IGTS System Entry Point; and

(b) such term is not separately defined for the purposes of this Document,

such term shall (in relation to such IGTS System Exit Point, IGTS Supply Meter or IGTS System Entry Point) have the meaning it would have if the IGT System were a System (or part of a System) for the purposes of the Transportation Principal Document.

1.6 References to Users

1.6.1 In this Document references to Users are to Shipper Users and do not include DNO Users.

1.7 CDSP

1.7.1 Pursuant to GT Section D each Independent Gas Transporter is to engage the CDSP to undertake certain activities (in relation to the IGT Code) including activities equivalent

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to certain of those of the CDSP pursuant to the Transportation Principal Document and is to enter into the DSC with the CDSP for those purposes.

1.7.2 Each Transporter and each Independent Gas Transporter are also to engage the CDSP (pursuant to the DSC) to provide and receive certain data pursuant to this Document.

1.7.3 The CDSP may, as agent for each Transporter and each Independent Gas Transporter, provide and receive information which is not specified in paragraphs 3.1.2, 3.1.3 and 3.2.2 of IGTAD Section D to the extent that it is necessary to do so to enable the operation of the Code.

1.7.4 The services to be provided by the CDSP to Transporters and Independent Gas Transporters in connection with this Document are CDSP Agency Services.

2 SYSTEM CLASSIFICATION AND OTHER DEFINITIONS

2.1 Classification

2.1.1 For the purposes of the Code:

(a) **"IGT System"** means a gas pipeline system operated by a person holding a Gas Transporter's Licence, pursuant to that licence, which is:

(i) connected to a DNO System at an Unmetered CSEP (in which case it is a Connected Offtake System);

(ii) connected to the NTS at an Unmetered IGT-NTS System Point (in which case it is both a Connected Offtake System and a Connected Delivery Facility); or

(iii) connected to another IGT System;

(b) a gas pipeline system is an IGT System within paragraph (a)(i) or (ii) if it is connected to a DNO System or the NTS at any System Point which is Unmetered, regardless of whether it is also connected at a Metered System Point;

(c) an IGT System:

(i) within paragraph (a)(i) is a **"LDZ-Connected"** IGT System;

(ii) within paragraph (a)(ii) is a **"NTS-Connected"** IGT System;

(iii) within paragraph (a)(i) and (ii) is a **"directly-connected"** IGT System; and

(iv) within paragraph (a)(iii) is an **"indirectly-connected"** IGT System;

and (unless otherwise expressly provided, and subject to paragraph 2.1.6) references to an IGT System connected to a DNO System include both directly-connected and indirectly-connected IGT Systems;

(d) the Independent Gas Transporter which owns or operates:

(i) a directly-connected IGT System is a **"directly-connected"**

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Independent Gas Transporter; and

(ii) an indirectly-connected IGT System is an **"indirectly-connected"** Independent Gas Transporter;

(e) an IGT System (system A, indirectly-connected) is **"downstream"** of another IGT System (system B) where gas flows or is to flow from system B to system A, and system B is **"upstream"** of system A;

(f) the Independent Gas Transporter owning and operating a downstream IGT System is a downstream Independent Gas Transporter and the Independent Gas Transporter owning and operating an upstream IGT System is an upstream Independent Gas Transporter;

(g) **"IGTS Supply Meter Point"** and **"IGTS Supply Point"** mean respectively a supply meter point and supply point on an IGT System (in other words a Supply Meter Point and Supply Point within the meanings in TPD Section A but construed on the basis that references in TPD Section A to the Total System are to an IGT System);

(h) **"IGTS System Exit Point"** means an IGTS Supply Meter Point or IGTS Supply Point (as the context may require);

(i) a reference to the **"Registered IGTS User"** in respect of an IGTS System Exit Point is to the IGTS User which is registered (pursuant to the provisions of the IGT Code corresponding to TPD Sections G4 and G5) in respect of that IGTS System Exit Point; and

(j) **"IGTS System Entry Point"** means a system entry point on an NTS-Connected IGT System (in other words a System Entry Point within the meaning of TPD Section A but construed on the basis the reference in TPD Section A to the Total System is to the NTS-Connected IGT System.)

2.1.2 Pursuant to the classification adopted by the Independent Gas Transporter under Section D:

(a) an IGTS Supply Meter Point is classified as a Class 1, 2, 3 or 4 IGTS Supply Meter Point;

(b) an IGTS Supply Point is classified as a Smaller IGTS Supply Point or Larger IGTS Supply Point and an IGTS Supply Meter Point is classified as Smaller or Larger accordingly;

(c) an IGTS Supply Point is classified as a DM IGTS Supply Point or NDM IGTS Supply Point; and

(d) a DM IGTS Supply Point is classified as a DMA or DMC IGTS Supply Point.

2.1.3 For each IGTS System Exit Point there is (pursuant to TPD Section A3.3.5) a corresponding System Exit Point.

2.1.4 For each IGTS System Entry Point there is (pursuant to TPD Section A2.5.1) a corresponding System Entry Point.

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2.1.5 In accordance with TPD Section B8, a DM IGTS Supply Point may be classified as Interruptible.

2.1.6 None of the provisions in this Document relating to indirectly-connected IGT Systems apply in relation to an NTS-Connected IGT System.

2.2 Other interpretation

2.2.1 In this Document:

(a) **"DNO System"** means a LDZ to which an IGT System is connected at an Unmetered CSEP;

(b) a reference to a **"System"** is to the NTS or a DNO System or (where the context requires) an IGT System;

(c) a reference to a DN Operator or a Transporter is, unless the context otherwise requires, to the DN Operator or Transporter to whose System an IGT System is connected;

(d) a reference to a **"CSEP"** is to an Unmetered CSEP;

(e) a reference to a **"USEP"** is to the System Entry Point comprised in an Unmetered NTS-IGT System Point; and

(f) a reference to the provisions of an IGT Code corresponding to particular provisions of the Transportation Principal Document are to such provisions established by the Independent Gas Transporter pursuant to Section D.

2.2.2 In this Document, in the context of:

(a) a particular DNO System or CSEP, a reference to an IGT System is to an IGT System which is connected to that DNO System or CSEP;

(b) a particular IGT System, a reference to a DNO System or CSEP is to the DNO System to or CSEP at which that IGT System is connected;

(c) a particular NTS-Connected IGT System, a reference to a CSEP or USEP is to the CSEP or USEP at which the IGT System is connected.

3 GAS FLOWS

3.1 General

3.1.1 An Independent Gas Transporter shall not cause or permit gas to flow into an IGT System:

(a) at an Unmetered CSEP; or

(b) from an upstream IGT System,

unless there is in force an IGT System Registration and, in the case of a directly-connected IGT system, a CSEP Registration in accordance with IGTAD Section B in

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respect of that IGT System.

3.1.2 An Independent Gas Transporter shall not cause or permit gas to flow out of an IGT System at an Unmetered IGT-NTS System Point unless there is in force, in respect of each IGTS System Entry Point on the IGT System, a Tripartite Agreement (in accordance with Section G2.2.1).

3.1.3 An Independent Gas Transporter shall not cause or permit gas to flow into an IGT System at an Unmetered IGTS-NTS System Point unless there is in force, in respect of each IGTS Supply Meter Point on the IGT System, Network Exit Provisions (in accordance with Section G4.1.2).

3.2 Users responsible for flows

3.2.1 Where gas flows from a System to a directly-connected IGT System at a CSEP, or from an NTS-Connected IGT System to the NTS at a USEP, that gas is offtaken from or delivered to the relevant System by Shipper Users pursuant to and as provided in TPD Section J or Section I, and delivered to or offtaken from the IGT System by IGTS Users pursuant to and as provided in the IGT Code.

3.2.2 Nothing in the Code confers on an Independent Gas Transporter any entitlement to offtake gas from or deliver gas to a System, except in accordance with commissioning arrangements provided for in the CSEP Connection Arrangements referred to in IGTAD Section B or the Tripartite Agreement referred to in IGTAD Section G.

3.2.3 The Independent Gas Transporter will take all reasonable steps to secure that no gas is offtaken from or delivered to the System at a CSEP or USEP other than by a Gas Shipper (or by the Independent Gas Transporter in accordance with the commissioning arrangements referred to in paragraph 3.2.2).

3.3 Point of Offtake

3.3.1 The CSEP Registration will identify (by description or a diagram or both) a point of offtake at each Individual System Exit Point comprised in a CSEP.

3.3.2 The point at which risk and title in gas passes from the Transporter to Shipper Users, and from Shipper Users to the directly-connected Independent Gas Transporter, at a CSEP shall be the point of offtake.

3.4 Liability in relation to transportation arrangements

3.4.1 Neither the Transporter nor the Independent Gas Transporter shall be liable to the other for anything done or omitted to be done in connection with their respective arrangements made with gas shippers for the conveyance of gas, and in particular (but without limitation):

(a) the Independent Gas Transporter will not be liable to the Transporter in respect of any failure by any Shipper User to comply with any provision of the Code;

(b) the Transporter will not be liable to the Independent Gas Transporter in respect of any failure by any IGTS User to comply with any provision of the IGT Code;

(c) the Transporter will not be liable to the Independent Gas Transporter in respect

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of any failure of the Transporter to make gas available for offtake from, or to accept gas tendered for delivery to, its System (or to do so at any particular pressure or specification) at any or all of the Individual System Points comprised in a CSEP or USEP;

(d) the Independent Gas Transporter will not be liable to the Transporter in respect of any failure of the Independent Gas Transporter to accept gas tendered for delivery to, or make gas available for Offtake from, the IGT System (or to do so at any particular pressure or specification) at any or all of the Individual System Points comprised in a CSEP or USEP.

4 EMERGENCIES

4.1.1 Each Independent Gas Transporter shall replicate (by means of the IGT Code) the rules and processes contained in TPD Section Q2.1.2, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 as regards emergencies.

4.1.2 Where an IGTS User provides to an Independent Gas Transporter information in respect of:

(a) the emergency contacts for the IGTS User and related information under the IGT Code provisions corresponding to TPD Section Q2.3 or in relation to priority; and

(b) the interruption contacts in TPD Section B8,

the Independent Gas Transporter will communicate the information to the relevant Transporter.

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SECTION B – IGT SYSTEMS – CONNECTION AND OPERATIONAL ARRANGEMENTS

1 GENERAL

1.1 Introduction

1.1.1 This Section B sets out:

(a) requirements (including requirements as to connection and operation in relation to an IGT System at a CSEP) applying to the directly-connected Independent Gas Transporter only;

(b) certain such requirements applying to both the directly-connected Independent Gas Transporter and any indirectly-connected Independent Gas Transporter; and

(c) in respect of a directly-connected IGT System within the meaning of Section A2.1(a)(i) only, provisions (at paragraph 3.5) relating to reverse compression.

1.1.2 For the purposes of this Section B:

(a) **"CSEP Connection Arrangements"** is defined in paragraph 1.2.1

(b) **"CSEP Connection Data"** is defined in paragraph 2.2.2;

(c) a **"CSEP Registration"** is the record of data in respect of a CSEP maintained by the DN Operator (or as the case may be, and to the extent required) National Gas Transmission under paragraph 1.3;

(d) an **"IGT System Registration"** is the registration of an IGT System provided for in paragraph 2.4; and

(e) **"AQ Calculation Table"** means the table in Annex B-1.

1.1.3 For the purposes of this Document, in relation to a LDZ CSEP or (so far as applicable as further provided in this Section B) a NTS CSEP:

(a) **"Aggregate IGT System"** means the directly-connected IGT System and all (if any) indirectly-connected IGT Systems, taken together;

(b) **"AIGTS AQ"**, in relation to a Gas Year, means the aggregate quantity of gas which is expected to be offtaken from all IGTS Supply Meter Points on the Aggregate IGT System in that Gas Year, determined in accordance with paragraph 1.5;

(c) **"Connection or Load Change"** means any of the things specified in paragraph

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2.2.2 (a), (b) and (c);

(d) **"Connection Facilities"** means any equipment or facilities installed (pursuant to the CSEP Connection Arrangements or otherwise) by the Transporter or the directly-connected Independent Gas Transporter at the site of a CSEP for the purposes of connecting or enabling the connection of the DNO System or the NTS and the IGT System at that CSEP; and

(e) the **"Maximum CSEP Offtake Rate":**

(i) in relation to a LDZ CSEP and a Gas Year, is the maximum instantaneous rate at which (on the basis of 1-in-20 peak day demand) gas is expected to be offtaken at the CSEP at any time in that Gas Year, determined on the basis of the same assumptions as to connected load as the AIGTS AQ;

(ii) in relation to a NTS CSEP, is the maximum instantaneous rate at which gas can flow to the IGT System at the CSEP, as determined by National Gas Transmission.

1.1.4 In this Section B a reference to a 'Party' in the context of a CSEP is to the DN Operator or (where comprised in an Unmetered IGT-NTS System Point) National Gas Transmission and a directly-connected Independent Gas Transporter.

1.1.5 The requirements in Section E in respect of DM IGTS Supply Points apply separately from and in addition to this Section B.

1.1.6 So far as provisions equivalent to those in this Section B are required in relation to a USEP, they are contained in the Network Entry Agreement or Tripartite Agreement (as provided in Section G).

1.2 CSEP Connection Arrangements

1.2.1 Each Transporter individually has established processes and other arrangements (such processes and arrangements, as from time to time in force, the **"CSEP Connection Arrangements"**) by which an Independent Gas Transporter may apply for and (subject to the conditions and requirements stipulated by the Transporter) obtain approval for the connection of a directly-connected IGT System to a DNO System at an Unmetered Connected System Exit Point or (as the case may be) to the NTS at an Unmetered IGT-NTS System Point, or a subsequent increase in expected load at such a System Point.

1.2.2 The CSEP Connection Arrangements are set out in separate documentation established by each Transporter, and do not form part of the Code.

1.2.3 The CSEP Connection Arrangements provide (among other things) for:

(a) the submission by the directly-connected Independent Gas Transporter of initial and updated CSEP Connection Data (in accordance with paragraph 2.2.1) (LDZ CSEPs only);

(b) requirements as to the Connection Facilities to be installed by either Party at a CSEP;

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(c) the basis on which the annual quantity in respect of premises not within the AQ Calculation Table will initially be determined by the Independent Gas Transporter for the purposes of determining the AIGTS AQ (LDZ CSEPs only);

(d) the identification of the point of offtake at each ISEP comprised in a CSEP for the purposes of TPD Section J3.2.1; and

(e) arrangements for the commissioning of the directly-connected IGT System and any indirectly-connected IGT System.

1.2.4 The CSEP Connection Arrangements may provide for:

(a) the determination of the maximum number of Days in a Planned Maintenance Period or in any three consecutive Planned Maintenance Periods in respect of a CSEP for the purposes of TPD Section L4.3.2(a);

(b) establishing a provision as to the pressure of gas to be made available for offtake at a CSEP, or the basis on which (in different circumstances) such pressure will be determined.

1.2.5 Any estimate required to be made by an Independent Gas Transporter under this Section B shall be made to the standards required in and otherwise in accordance with the CSEP Connection Arrangements (and in the absence of any such standards, in good faith and to the standard of a Reasonable and Prudent Operator and where applicable after enquiry of any downstream Independent Gas Transporter).

1.3 CSEP Registration

1.3.1 The Transporter shall maintain, and update to reflect information provided by the directly-connected Independent Gas Transporter, a record in respect of each CSEP setting out:

(a) the identity and geographical location of the CSEP;

(b) a list of the Connection Facilities installed by the Independent Gas Transporter and by the Transporter;

(c) the point of offtake (for each Independent System Exit Point) identified in accordance with the CSEP Connection Arrangements;

(d) the identity of each downstream IGT System;

(e) the number (if any) of Days of allowed maintenance in a Planned Maintenance Period or in any three consecutive Planned Maintenance Periods determined pursuant to the CSEP Connection Arrangements (as provided in paragraph 1.2.4(a));

(f) any provision as to pressure established pursuant to the CSEP Connection Arrangements (as provided in paragraph 1.2.4(b)); and

(g) the prevailing CSEP Connection Data (LDZ CSEPs only).

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1.3.2 The Transporter shall upon request provide to the directly-connected Independent Gas Transporter and any indirectly-connected Independent Gas Transporter the details contained in the CSEP Registration in respect of a CSEP.

1.3.3 The Transporter is entitled to make available (pursuant to TPD Section J6.1.1) to any User the details contained in the CSEP Registration in respect of a CSEP.

1.4 Responsibility of directly-connected Independent Gas Transporter

1.4.1 Except where any provision of this Section B is expressly binding on indirectly-connected Independent Gas Transporters, the directly-connected Independent Gas Transporter is responsible for ensuring that the requirements of this Section B are complied with in relation to the Aggregate IGT System as a whole.

1.4.2 The directly-connected Independent Gas Transporter undertakes that it will make (and in relation to indirectly-connected IGT Systems in existence at the Nexus Implementation Date, warrants that it has made) arrangements with each indirectly-connected Independent Gas Transporter which enable the directly-connected Independent Gas Transporter to comply with this Section B.

1.5 AIGTS AQ

1.5.1 In relation to a LDZ-Connected IGT System, the AIGTS AQ for a Gas Year shall be determined by aggregating, for the maximum number of premises expected to be connected to the Aggregate IGT System at the end of the Gas Year (as provided in paragraph 2.2.2(a)), quantities determined as follows:

(a) for premises which are not (at the time at which the AIGTS AQ is to be determined) connected to the Aggregate IGT System:

(i) in respect of premises of a type within the AQ Calculation Table, the 'AQ' determined in accordance with the AQ Calculation Table on the basis of the type of premises and the relevant LDZ; and

(ii) in respect of other premises, the annual quantity determined by the Independent Gas Transporter pursuant to the CSEP Connection Arrangements;

(b) for premises which (at such time) are connected to the Aggregate IGT System, the prevailing Annual Quantity of the relevant IGTS Supply Point determined in accordance with Section D.

1.6 Miscellaneous

1.6.1 The provisions of the Code are without prejudice to any lease or other instrument made between the Parties in respect of the land where any Connection Facilities of the Transporter or the Independent Gas Transporter are situated.

1.6.2 Without prejudice to anything agreed pursuant to the CSEP Connection Arrangements, nothing in this Document imposes any obligations on the Transporter, or takes effect as a warranty by the Transporter, in favour of any Independent Gas Transporter in relation to any Connection Facilities of the Transporter; and (in accordance with Section F6) the

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Transporter will not be liable to any Independent Gas Transporter in respect of any failure or misfunction of any such Connection Facilities.

1.6.3 Without prejudice to anything agreed pursuant to the CSEP Connection Arrangements, nothing in this Document imposes any obligations on the Independent Gas Transporter, or takes effect as a warranty by the Independent Gas Transporter, in favour of any Transporter in relation to any Connection Facilities of the Independent Gas Transporter; and (in accordance with Section F6) the Independent Gas Transporter will not be liable to any Transporter in respect of any failure or misfunction of any such Connection Facilities.

1.7 CDSP Functions

1.7.1 Agency Functions of the CDSP to support implementation of this Section B are maintaining IGT System Registrations on behalf of Transporters.

2 CSEP CONNECTION

2.1 Right to be connected and permit offtake

2.1.1 Provided it complies with the requirements in this Section B (and without prejudice to the requirements under the Code and Network Entry Agreement in respect of a NTS System Entry Point), a directly-connected Independent Gas Transporter shall be entitled to have:

(a) the Aggregate IGT System connected to the DNO System; or

(b) its IGT System connected to the NTS,

at each Individual System Exit Point comprised in the relevant CSEP.

2.1.2 A directly-connected Independent Gas Transporter shall not offtake gas or permit gas to be offtaken from the DNO System or (as the case may be) the NTS at any Individual Exit Point comprised within the CSEP:

(a) before the date (determined in accordance with the CSEP Connection Arrangements) on which the connection of the IGT System to the relevant System has been completed, as demonstrated by successful commissioning of the pipeline(s) and other facilities forming part of the relevant System, so as to permit the safe transportation of gas on the relevant System to the furthest downstream isolation valve before the IGT System; or

(b) except for the purposes of commissioning (as provided in, and in accordance with, the CSEP Connection Arrangements) the directly-connected IGT System and any downstream IGT System, before the date (as determined in accordance with those arrangements) on which such commissioning is treated as completed.

2.2 CSEP connection requirements

2.2.1 It is a requirement for the purposes of the Code that, before any of the following:

(a) the initial connection of the directly-connected IGT System to the DNO System

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at a CSEP;

(b) the connection of any indirectly-connected IGT System to any upstream IGT System; or

(c) the expansion of any part of the Aggregate IGT System by the connection of any premises (or a change in load at premises) such that the number of premises or AIGTS AQ exceeds what was specified in the prevailing CSEP Connection Data,

the directly-connected Independent Gas Transporter shall estimate or (as the case may be) determine and submit to the DN Operator the CSEP Connection Data or (as the case may be) updated CSEP Connection Data, and obtain from the DN Operator approval for the connection or (as the case may be) change in load, in accordance with the CSEP Connection Arrangements.

2.2.2 For the purposes of the Code, **"CSEP Connection Data"** in relation to a Connection or Load Change means, for each of the 10 Gas Years starting with the Gas Year in which a Connection or Load Change occurs or (as the case may be) in which an update is notified under paragraph 2.3:

(a) the maximum number of premises expected to be connected to the Aggregate IGT System at the end of the Gas Year;

(b) the AIGTS AQ;

(c) the amount of the AIGTS AQ referable to:

(i) Smaller IGTS Supply Points;

(ii) Larger IGTS Supply Points; and

(d) the Maximum CSEP Offake Rate,

and a reference to the **"prevailing"** CSEP Connection Data is to the data most recently submitted and for which approval (as referred to in paragraph 2.2.1) has been obtained.

2.2.3 The directly-connected Independent Gas Transporter shall not make or permit any downstream Independent Gas Transporter to make any connection of any IGT System to another System, or of premises to any IGT System, or take or permit to be taken any other action, which would result in a failure to comply with the requirement in paragraph 2.2.1.

2.2.4 This paragraph 2.2 and paragraph 2.3 apply only in relation to LDZ-Connected IGTS Systems.

2.3 Updated CSEP Connection Data

2.3.1 Without prejudice to paragraph 2.2.1, the directly-connected Independent Gas Transporter shall:

(a) keep the prevailing CSEP Connection Data under review, and in any event review such data upon the request of (and within the timetable reasonably required by) the DN Operator; and

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(b) if there is any change (whether in respect of an increase or decrease in the expected number of premises connected or load on the Aggregate IGT System) in its estimate of the matters comprised in the CSEP Connection Data as compared with the estimates in the prevailing CSEP Connection Data, notify the DN Operator and submit updated CSEP Connection Data accordingly.

2.4 IGT System Registration

2.4.1 Each (directly-connected or indirectly-connected) Independent Gas Transporter shall, before any IGT System is connected to a DNO System or (as the case may be an upstream IGT System), or to the NTS, register the IGT System with the Transporter (for the purposes, among others, of the application of Section D) by submitting the following data to the Transporter:

(a) the identity of the Independent Gas Transporter;

(b) an identifier (as specified by the Transporter) for the IGT System;

(c) the identity of the relevant CSEP; and

(d) in the case of an indirectly-connected IGT System, the identity of the upstream IGT System to which it is immediately connected.

2.4.2 No Independent Gas Transporter shall connect or permit the connection of any downstream IGT System unless the DN Operator confirms that the requirement in paragraph 2.4.1 has been complied with.

2.4.3 The Transporter will not be required to accept the registration of a LDZ-Connected IGT System under paragraph 2.4.1 unless the requirements of paragraph 2.2.1 have been complied with in respect of the connection of that IGT System.

3 OPERATIONAL REQUIREMENTS

3.1 Connection Facilities

3.1.1 Where (pursuant to the CSEP Connection Arrangements) any Connection Facilities are installed by either Party at a CSEP:

(a) that Party shall not modify, remove or replace such Connection Facilities, if such Connection Facilities would as a result cease to be compatible with the other Party's Connection Facilities or System, or if gas flows at the CSEP would be materially affected, except:

(i) where required (in relation to a subsequent Connection or Load Change) under, and in accordance with, the CSEP Connection Arrangements; or

(ii) with the approval of the other Party, which is not to be unreasonably withheld or delayed;

(b) that Party shall in any event give to the other Party as much notice as is practicable of any proposal to modify, remove or replace such Connection Facilities; and

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(c) the CSEP Registration shall be updated to reflect any such modification, removal or replacement.

3.1.2 Each Party shall be entitled, upon reasonable notice to the other Party, and subject to compliance with such reasonable procedural requirements as the other Party may specify, to inspect (and to have access accordingly to) the other Party's Connection Facilities for the purposes of verifying that those Connection Facilities remain compatible with the first Party's Connection Facilities and System.

3.2 Maintenance

3.2.1 The Parties shall exchange information as to:

(a) in the case of the Transporter, its proposals for carrying out maintenance on the relevant System; and

(b) in the case of the directly-connected Independent Gas Transporter, any proposal by it or any indirectly-connected Independent Gas Transporter for carrying out maintenance on any part of the Aggregate IGT System,

where such proposed maintenance is materially likely to affect gas flows at the CSEP, or the operation of the Aggregate IGT System or (as the case may be) the relevant System.

3.3 System security and emergencies

3.3.1 Each directly-connected or indirectly-connected Independent Gas Transporter and the Transporter agree to cooperate with each other and to comply with all requests made by the other (save those which are manifestly unreasonable) for the purposes of:

(a) averting or reducing danger to life or property; or

(b) securing the safety of their respective Systems or the same conveyance of gas by such System or reducing risk thereto.

3.3.2 Each directly-connected or indirectly-connected Independent Gas Transporter and the Transporter shall exercise their respective powers (to disconnect premises or parts of their respective Systems or otherwise suspend or restrict the flow of gas in or from any part of their respective Systems) under the Act, their gas transporter licences and (respectively) the Code and the IGT Code, with a view to ensuring the safety and security of the Total System and IGT Systems as a whole.

3.3.3 Where the Transporter exercises any right under the Code to suspend or discontinue the offtake by Users of gas at a CSEP, or to limit the rate of such offtake, the Transporter will advise the directly-connected Independent Gas Transporter by telephone as soon as possible.

3.4 Network validation

3.4.1 The directly-connected Independent Gas Transporter shall, on request from a Transporter, provide to the Transporter such information concerning the Aggregate IGT System as the Transporter may reasonably require for the purposes of carrying out network validation in respect of the relevant System.

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3.4.2 Without limitation, the information referred to in paragraph 3.4.1 includes current and projected information as to connected sites, connected load, pressures and gas flows.

3.5 Reverse Compression

3.5.1 For the purposes of this paragraph 3.5 "**reverse compression**" occurs where a directly-connected LDZ-Connected IGT System includes reverse compression facilities the operation of which by the Independent Gas Transporter causes gas which has flowed out of the DNO System and into the IGT System to flow back from the IGT System to the DNO System at an IGT LDZ System Entry Point.

3.5.2 An Independent Gas Transporter and a DN Operator will not permit gas to flow into a DNO System at an IGT LDZ System Entry Point as a result of reverse compression unless:

(a) there is in force an LDZ System Network Entry Agreement;

(b) such agreement contains, on terms satisfactory to the DN Operator (acting reasonably), inter alia:

(i) provisions relating to the monitoring by the DN Operator of the characteristics of gas subject to reverse compression (and the basis on which the Independent Gas Transporter will compensate the DN Operator for all reasonable costs and expenses incurred by the DN Operator for such purpose); and

(ii) provisions regarding the basis on which the Independent Gas Transporter will comply with the DN Operator's instructions regarding operation of the reverse compression facilities following notification by the DN Operator of maintenance to the DNO System affecting such operation.

3.5.3 An Independent Gas Transporter will not permit gas which is the subject of reverse compression to be delivered to premises connected to the IGT System.

3.5.4 In respect of any such LDZ System Network Entry Agreement TPD Section I2.1, 2.2, 2.3.1(c)(ii), 2.5, 3.11.2, 3.11.3(b), 3.11.4 and 3.11.6 to 3.11.9 (inclusive) shall not apply.

3.5.5 Where reverse compression occurs and gas flows back from an IGT System to a DNO System:

(a) the gas is treated as taken out of the IGT System by IGTS Users (pursuant to and as provided in the IGT Code) and put into the DNO System by Shippers Users;

(b) title and risk in such gas shall pass (as gas is taken out of the IGT System) from the Independent Gas Transporter to Shipper Users, and simultaneously (as the gas is put back into the DNO System) from Shipper Users to the DN Operator (in accordance with paragraph 3.5.7);

(c) subject to paragraph 3.5.2, no requirements apply as between the DNO Operator and Shipper Users as regards the making of nominations in respect of the composition, measurement or the pressure of such gas; and

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(d) notwithstanding the fact the Independent Gas Transporter or DN Operator may cause or permit such gas flow, neither shall be treated as taking gas out of the IGT System or putting it into the DNO System, and nothing in the Code shall be construed as having any contrary effect.

3.5.6 So far as it may be necessary for any purpose to determine the same, in relation to an IGT LDZ System Delivery Point on a Day, the proportions in which Shipper Users:

(a) put gas into the DNO System; and

(b) have title and risk in such gas

shall be equal to the proportions of the sums respectively of their UDQOs in respect of the IGTS System connected to the DNO System.

3.5.7 The point at which risk and title in gas passes for the purposes of paragraph 3.5.5(b) shall be the relevant point specified in the LDZ System Network Entry Agreement.

3.5.8 Where requested by the Independent Gas Transporter the DN Operator will provide to it reasonable details of the DN Operator's planned use, operation and development of its DNO System which the Independent Gas Transporter may reasonably request for the purposes of any decision by the Independent Gas Transporter regarding the installation and operation of reverse compression facilities on its IGT System.

3.5.9 No DN Operator shall be liable pursuant to paragraph 3.5.8 to any Independent Gas Transporter in relation to any information, forecast of other information provided to the Independent Gas Transporter, and nothing contained therein will bind a DN Operator to take (or not take) any action regarding the use, operation or development of its DNO System.

4 CERTAIN PROVISIONS APPLICABLE FOR THE PURPOSES OF THE TRANSPORTATION PRINCIPAL DOCUMENT

4.1 Pressures

For the purposes of the Applicable Offtake Requirements in relation to a CSEP, any provision (as provided in paragraph 1.2.4(b)) as to pressure or the basis for determining pressure established in respect of a CSEP pursuant to the CSEP Connection Arrangements is a provision within TPD Section J2.1.1(b)(iii).

4.2 Maintenance

For the purposes of TPD Section L4.3.2(a), the number of Days in a Planned Maintenance Period or in any three consecutive Planned Maintenance Periods Planned will be the number determined under the CSEP Connection Arrangements (and if no such number is so determined the number will be zero).

4.3 Maximum CSEP Offtake Rate

For the purposes of TPD Sections J3.9.2 and J3.9.3(a), the maximum aggregate rate permitted in any Gas Year is the Maximum CSEP Offtake Rate (in accordance with the prevailing CSEP Connection Data).

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Annex B-1

AQ Calculation Table

Standard Nominations for Domestic AQs

ESTIMATED AVERAGE ANNUAL GAS CONSUMPTION FOR NEW BUILD DWELLINGS IN THE UK

Regionalised Annual Quantities

(for use where no meter readings are available)

ESTIMATED AVERAGE ANNUAL GAS CONSUMPTION FOR NEW BUILD DWELLINGS IN THE UK **AQ Values Effective from 29 June 2012**							
Band	**House Type**	**South** **SW, NT, WS, SO**		**Average** **WN, SE, NW, EA, EM, WM, NE**		**North** **NO, SC**	
		AQ (kWh)		**AQ (kWh)**		**AQ (kWh)**	
A	**1 Bed**	**6,473**		**7,022**		**7,718**	
B	**2BF, 2BT**	**7,989**		**8,383**		**8,684**	
C	**2BS, 2BD, 3BT, 3BF**	**10,776**		**11,304**		**11,372**	
D	**3BS, 2BB**	**11,748**		**12,221**		**12,596**	
E	**3BD, 3BB**	**13,429**		**14,468**		**16,276**	
F	**4BD, 4BT, 4BS, 4BB**	**16,256**		**17,655**		**19,296**	
G	**5BD, 5BS, 6BD**	**22,644**		**24,423**		**25,606**	

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UNIFORM NETWORK CODE – INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

SECTION C – IGTS SHRINKAGE

1 IGTS SHRINKAGE

1.1 IGTS Shrinkage

"IGTS Shrinkage" means gas offtaken from a DNO System or (as the case may be) the NTS at a CSEP, or delivered (to an IGT System) at an IGTS System Entry Point, which is lost from or unaccounted for as offtaken from any directly-connected or indirectly-connected IGT System, including gas lost or unaccounted for by reason of leakage, theft, meter error or meter correction.

1.2 Treatment of IGTS Shrinkage

1.2.1 At the Nexus Implementation Date there are no arrangements for the identification or estimation of IGTS Shrinkage or for its allocation as among CSEP Users.

1.2.2 It is acknowledged that, as a result, IGTS Shrinkage representing gas:

(a) offtaken from a DNO System, will be counted as and treated as forming part of Unidentified Gas for the relevant LDZ pursuant to TPD Section H2.6;

(b) offtaken from the NTS, will be treated as NTS unaccounted for gas pursuant to TPD Section N1.3;

(c) delivered at an IGTS System Entry Point, will be treated as NTS unaccounted for gas pursuant to TPD Section N1.3.

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SECTION D – IGT CODE RULES AND DATA EXCHANGE

1 GENERAL

1.1 Introduction

1.1.1 This Section D sets out provisions for the purposes of ensuring that the DN Operators and National Gas Transmission are able, in the absence of a meter at the Connected System Exit Point or (where applicable) NTS System Entry Point:

(a) to determine and allocate on a Daily basis to Users quantities of gas treated as offtaken at CSEPs and to carry out Offtake Reconciliations in respect of such quantities;

(b) to determine amounts of LDZ Capacity held by Users at CSEPs; and

(c) to determine on a Daily basis the quanities of gas treated as delivered by Users at USEPs.

1.1.2 It is understood that DN Operators will make available to National Gas Transmission (to the extent necessary for the purposes described in paragraph 1.2) the benefit of the arrangements set out in (and data obtained under) this Section D.

1.2 Purpose

1.2.1 The Transportation Principal Document provides that, for the purposes of certain provisions (**"relevant TPD provisions"**) of TPD Sections B, C, E, F, G5, G6, H, I and certain other provisions of the Transportation Principal Document, references:

(a) to Supply Points and Supply Meter Points of certain classes include CSEP Supply Points and CSEP Supply Meter Points of those classes;

(b) to System Entry Points include USEP System Entry Points.

1.2.2 The requirements in this Section D apply for the purposes of ensuring that the relevant TPD provisions are capable of operating in respect of such CSEP System Exit Points and USEP System Entry Points.

1.2.3 The requirements in this Section D apply in respect of directly-connected and indirectly-connected IGT Systems.

2 REQUIREMENTS FOR IGT CODE

2.1 IGT Code provisions to follow TPD

2.1.1 Except as otherwise provided in this Document and unless specifically provided for in the IGT UNC, each Independent Gas Transporter shall adopt (by means of the IGT

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Code) and implement rules and processes, which are the same as those from time to time of the Transportation Principal Document (including the UK Link Manual as it applies pursuant to the Transportation Principal Document), as respects:

(a) the maintenance of a Supply Point Register in respect of IGTS Supply Meter Points;

(b) the identification of an IGTS User as being responsible for each IGTS Supply Meter Point at all times at which gas can be offtaken from that IGTS Supply Meter Point;

(c) the classification of each IGTS Supply Meter Point or IGTS Supply Point (as the case may be) as:

(i) a Class 1, 2, 3 or 4 Supply Meter Point;

(ii) a Larger or Smaller Supply Point or Larger or Smaller Supply Meter Point;

(iii) a DM or NDM Supply Point; or

(iv) a DMC or DMA Supply Point;

(d) the allocation of IGTS Supply Meter Points to End User Categories;

(e) requirements for the obtaining of Meter Readings from IGTS Supply Meters, by reference to the Class of the IGTS Supply Meter Point, including requirements as to the installation, operation and maintenance of Supply Meter Installations, the data to comprise or accompany a Meter Reading, the frequency of cyclic Meter Reads and the circumstances in which other Meter Reads are required, the validation of Meter Readings, the estimation of Meter Readings or Metered Volumes, and the maintenance of Meter Information; and

(f) the determination of the Annual Quantity of a Supply Meter Point and Supply Point;

as if, in each case, each IGTS Supply Meter Point were a Supply Meter Point on the relevant DNO System and in the relevant Exit Zone or (as the case may be) on the NTS.

2.1.2 Notwithstanding paragraph 2.1.1, it is acknowledged and agreed that (as reflected in the CDSP Service Description) the provisions of the IGT Code in relation to the registration of New Supply Meter Points and the provision of Supply Meter Installations may differ from those of the Transportation Principal Document to reflect differences (which do not prejudice the objective set out in paragraph 1.1.1) in the processes applied by Independent Gas Transporters in relation to those matters.

2.1.3 Any question as to what provisions of the Transportation Principal Document are to be replicated in the IGT Codes pursuant to paragraphs 2.1.1 and 2.1.2 shall be determined by the UNC Committee unless following such a determination, the Authority has upon application by any Independent Gas Transporter given Condition A11(18) Disapproval to the UNC Committee's determination (in which case such question shall be determined in accordance with the Authority's decision). For this purpose, if the UNC Committee fails to make such a determination in relation to a provision of the Transportation Principal Document within 60 Days (or such longer period as the UNC

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Committee may decide) after the question was referred to it, the UNC Committee shall be deemed to have determined that the relevant provision is not to be replicated in the IGT Code.

2.1.4 Pursuant to paragraph 2.1.1(c) an IGTS Supply Meter Point on a NTS-Connected IGT System must be classified as Class 1.

2.1.5 In relation to an NTS-Connected IGT System, the Independent Gas Transporter shall adopt (by means of the IGT Code) and implement rules and processes (to be approved, acting reasonably, by National Gas Transmission) by which:

(a) a single IGTS User is at all times identified as responsible for the gas delivered to the IGT System at any IGTS System Entry Point;

(b) the quantity of gas allocated to that IGTS User as delivered to the IGT System on a Day is the quantity established as delivered to the IGT System on that Day pursuant to the measurement provisions of the Tripartite Agreement.

2.2 Modifications

The Transporters and the Independent Gas Transporters shall make arrangements to ensure the coordination of modifications of the Code and the IGT Code as respects the matters referred to in paragraph 2.1.1 above.

3 DATA EXCHANGE

3.1 Data provision by Independent Gas Transporter

3.1.1 The Independent Gas Transporter shall provide to the Transporter:

(a) the standing information, and any change in such information, specified in paragraph 3.1.2 and (where applicable) 3.1.3; and

(b) the meter reading information specified in paragraph 3.1.4 and (where applicable) the allocation information specified in paragraph 3.1.7,

in the timescales and with the frequency and otherwise as necessary to enable the Transporter to give effect to the relevant TPD provisions.

3.1.2 In relation to IGTS System Exit Points the standing information is:

(a) the identity of each IGTS Supply Meter Point and IGTS Supply Point;

(b) the classification (as provided in paragraph 2.1.1(c)) of each IGTS Supply Meter Point and IGTS Supply Point;

(c) the identity of the IGTS Registered User for each IGTS Supply Point;

(d) the End User Category to which each IGTS Supply Meter Point belongs (LDZ-Connected IGT Systems only);

(e) the Annual Quantity of each IGTS Supply Meter Point;

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(f) the Batch Period of each Class 3 IGTS Supply Meter;

(g) the Meter Read Frequency of each Class 4 IGTS Supply Meter; and

(h) the Supply Point Registration Date or other effective date in respect of any change in any of the foregoing.

3.1.3 In relation to IGTS System Entry Points the standing information is:

(a) the identity of each IGTS System Entry Point;

(b) in respect of each such IGTS System Entry Point, the identity of the IGTS User for the time being responsible for gas delivered to the IGT System at that point.

3.1.4 In relation to IGTS System Exit Points the meter reading information is:

(a) the Meter Reading and associated data and Read Date for each Meter Read in respect of an IGTS Supply Meter;

(b) the type (cyclic or otherwise) of each such Meter Read;

(c) information concerning any determination (by a meter examiner or otherwise) of meter error, or estimation of a meter reading or consumption.

3.1.5 The requirements of paragraph 3.1.4 are subject to Section E in respect of Class 1 and Class 2 IGTS Supply Meter Points.

3.1.6 The identification (under paragraph 3.1.2(c)) of a User as an IGTS Registered User in respect of an IGTS Supply Meter Point shall operate as notice by that User to the Transporter for the purposes of TPD Section J6.3.1.

3.1.7 In relation to IGTS System Entry Points the allocation information is the quantity allocated each Day to an IGTS User in respect of each IGTS System Entry Point in accordance with the arrangements referred to in paragraph 2.1.5.

3.2 Data provision by DN Operator

3.2.1 The DN Operator shall provide to the Independent Gas Transporter the information specified in paragraph 3.2.2, in the timescales and with the frequency and otherwise as necessary to enable the Independent Gas Transporter to comply with its obligations under paragraph 2 and 3.1.

3.2.2 The information is:

(a) the definitions of End User Categories;

(b) for each Day, and for each End User Category or LDZ (as applicable), the values of the Annual Load Profile, the Daily Adjustment Factor and the Weather Correction Factor; and

(c) where an IGTS User nominates an IGTS Supply Point, details of Supply Point Capacity (in relation to a NDM CSEP Supply Point) and Supply Point Transportation Charges in respect of the CSEP Supply Point.

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3.3 Central Data Services Provider

3.3.1 Pursuant to the DSC each Transporter and each Independent Gas Transporter appoint the CDSP as its agent to provide and receive the information specified in paragraphs 3.1.2, 3.1.3, 3.1.6 and 3.2.2 (and they shall not provide such information other than by the CDSP).

3.3.2 The Parties acknowledge and agree that:

(a) the services of the CDSP to be provided respectively to Independent Gas Transporters and to Transporters under the CDSP Service Description include the provision of the information specified in paragraphs 3.1 and 3.2 respectively;

(b) by virtue of such services, each Independent Gas Transporter and Transporter will (provided it complies with the requirements in paragraph 2 and the DSC, and subject to paragraph (c)) comply with the requirements of paragraph 3.1 and 3.2;

(c) it is the responsibility of the Independent Gas Transporter to enforce the IGT Code in relation to IGTS Users; and

(d) paragraph (b) will not apply in relation to an Independent Gas Transporter to the extent that the failure of a IGTS User to comply with the IGT Code results in any failure of the Independent Gas Transporter to provide information in accordance with paragraph 3.1.

3.3.3 Each Party acknowledges that the CDSP may provide to the other Parties information received from the first Party or its Users to the extent necessary to give effect to the provisions of this Section D.

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SECTION E – DM CSEP SUPPLY POINTS

1 INTRODUCTION

1.1 Application

1.1.1 This Section E applies in relation to a directly-connected or indirectly-connected LDZ-Connected IGT System where any IGTS Supply Meter Point is or is to be a Class 1 or Class 2 IGTS Supply Meter Point.

1.1.2 In the case of a NTS-Connected IGT System, Users are required to apply for and hold NTS Exit Capacity at each CSEP Supply Point in accordance with TPD Section B, and this Document does not impose requirements as to the terms of the IGT Code concerning IGT System capacity at IGTS Supply Points.

1.2 Scope

This Section E sets out

1.2.1 in relation to a DM IGTS Supply Point arrangements (as between the Transporter and Independent Gas Transporter) in relation to the holding by Users of Supply Point Capacity at the CSEP Supply Point.

1.3 Central Data Service Provider

1.3.1 Pursuant to the DSC, each Transporter and each Independent Gas Transporter appoints the CDSP as its agent to provide and receive the information specified in paragraph 2.1.2.

2 DM IGTS SUPPLY POINTS

2.1 Supply Point administration processes

2.1.1 It is acknowledged that:

(a) (without prejudice to Section D2.1.1(b)) Section D2.1 does not require that the Independent Gas Transporter adopt the same provisions as those of TPD Section G4 and G5, but

(b) in relation to a DM IGTS Supply Point the communications (having equivalent effect to those of TPD Section G4 and G5) made between the Independent Gas Transporter and an IGTS User must give effect to the provisions of TPD Sections G4, G5 and Annex B-3 as to Registered Supply Point Capacity and Supply Point Offtake Rate at a DM CSEP Supply Meter Point.

2.1.2 Where an IGTS User nominates (with a view to becoming registered user of) an IGTS Supply Point which is or will be a DM IGTS Supply Point:

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(a) the Independent Gas Transporter will notify to the DN Operator the Supply Point Capacity and Supply Point Offtake Rate nominated by the IGTS User;

(b) where necessary, the DN Operator will assess the feasibility of making gas available for offtake;

(c) the DN Operator will notify to the Independent Gas Transporter details of Supply Point Capacity and Supply Point Offtake Rate;

(d) the Independent Gas Transporter will offer to the IGTS User the User Supply Point Capacity and Supply Point Offtake Rate notified to it by the DN Operator and will only allow the IGTS Supply Point to be confirmed on that basis; and

(e) where relevant (by reference to the provisions of Sections G4, G5 and Annex B-3 in relation to Supply Point Capacity and Supply Point Offtake Rate), the IGTS User's nomination will be rejected, or the DN Operator's offer to the IGTS User will lapse, or the confirmed Supply Point Capacity and Supply Point Offtake Rate will be adjusted,

on the same basis as, and so that (in each case) the period of time available to the DN Operator to respond is the same as, provided in TPD Sections G4, G5 and Annex B-3.

2.1.3 Without prejudice to Section D3.1.2, where the DN Operator has notified the Independent Gas Transporter that an IGTS Supply Point is for the time being Interruptible, the Independent Gas Transporter shall:

(a) (without prejudice to the generality of Section D3.1.2) promptly notify the DN Operator of the confirmation of an IGTS User as registered user of the IGTS; and

(b) cooperate with the DN Operator in the taking of any steps for isolation or disconnection of the IGTS Supply Meter Point pursuant to TPD Section B8.9.2(a).

2.1.4 The Independent Gas Transporter shall ensure that the IGTS Code contains provisions which give effect to paragraph 2.1.2.

2.1.5 Where under TPD Annex B-3 a User makes a Capacity Revision Application, or a SPOR Review Process occurs, in respect of which (in accordance with TPD Section G1.8.1) the User communicates directly with the DN Operator, the DN Operator will notify the outcome to the Independent Gas Transporter.

2.2 NExA Supply Meter Point

2.2.1 Paragraph 2.2.2 applies in relation to an IGTS Supply Meter Point on a DNO System where (if it were a Supply Meter Point) a Network Exit Agreement would (in accordance with TPD Section J) be required to be in force.

2.2.2 Where this paragraph 2.2.2 applies in relation to an IGTS Supply Meter Point:

(a) the Independent Gas Transporter shall not connect such IGTS Supply Meter Point to the IGTS System or permit gas to flow at such point unless there is in force an Agreement (equivalent to a Network Exit Agreement, and as to the

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matters which would be contained in a NExA pursuant to TPD Section J) between the DN Operator and the customer or the IGTS User; and

(b) the IGT shall cooperate with the DN Operator to give effect to anything which the DN Operator would be entitled to require pursuant to TPD Section J if the IGTS Supply Meter Point were a NExA Supply Meter Point.

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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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UNIFORM NETWORK CODE – INDEPENDENT GAS TRANSPORTER ARRANGEMENTS DOCUMENT

SECTION G – UNMETERED IGT-NTS SYSTEM POINTS

1 INTRODUCTION

1.1 Permitted connection

1.1.1 National Gas Transmission will permit the connection of an IGT System to the NTS and the flow of gas at the NTS System Point at which it is connected, without a meter or measurement equipment for the purpose of measuring the volume or delivery characteristics of gas delivered to or offtaken from the NTS, where:

(a) in relation to gas delivered to the NTS, the requirements in paragraph 2 are met in relation to any facility (not being part of the Total System) connected to the IGT System from which gas can be delivered to the IGT System; and

(b) in relation to gas offtaken from the NTS, the requirements in Section B and paragraph 4 are met.

1.2 Interpretation

1.2.1 For the purposes of this Section G:

(a) an **"IGT Delivery Facility"** is a facility connected to an IGT System as referred to in paragraph 1.1,1(a);

(b) an "**iDFO**" is the operator of an IGT Delivery Facility.

2 REQUIRED ARRANGEMENTS (ENTRY)

2.1 Tripartite Agreement

2.1.1 There must be in force a tripartite agreement between the Independent Gas Transporter, the iDFO and National Gas Transmission (**"Tripartite Agreement"**), in form and substance acceptable to National Gas Transmission.

2.1.2 The Tripartite Agreement must provide for:

(a) arrangements in respect of the connection of and flows of gas from the IGT Delivery Facility to the NTS-Connected IGT System (including without limitation requirements as to quality, measurement and information flows) that are equivalent to Network Entry Provisions and Local Operating Procedures;

(b) the basis on which National Gas Transmission:

(i) will receive information provided by the iDFO pursuant to those

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arrangements as if the IGT Delivery Facility were connected to the NTS and the subject of Network Entry Provisions;

(ii) may enforce or require the IGT to enforce those arrangements in order to ensure National Gas Transmission can operate the NTS in a safe and efficient manner and in compliance with the Code and its Transporter's Licence; and

(c) National Gas Transmission to have the power to amend the agreement unilaterally, upon any Code Modification, to ensure the agreement complies with and remains consistent with the Code following such modification.

3 NETWORK ENTRY AGREEMENT

3.1 Network Entry Provisions

3.1.1 The requirements of TPD Section I are modified in respect of an Unmetered IGT-NTS System Point as provided in this paragraph 3.

3.1.2 The Network Entry Provisions need not include Measurement Provisions.

3.1.3 The Network Entry may refer to provisions of the Tripartite Agreement and may provide that some or all of the delivery characteristics of gas delivered at the Unmetered IGT-NTS System Point are to be assumed to be the same as those of gas delivered at the IGTS System Entry Point.

4 REQUIRED ARRANGEMENTS (EXIT)

4.1 Network Exit Provisions

4.1.1 An Independent Gas Transporter will not permit the offtake of gas at an IGTS Supply Meter Point unless:

(a) the Independent Gas Transporter has provided National Gas Transmission with such details of the IGTS Supply Meter Point as National Gas Transmission requires; and

(b) an Agreement is in place and binding between the Independent Gas Transporter and the consumer or IGTS User in respect of the matters referred to in paragraph 4.1.2.

4.1.2 The Agreement referred to in paragraph 4.1.1(b):

(a) will require the installation and operation of calorimetric equipment by means of which gas offtaken at the IGTS Supply Meter Point may be continuously monitored;

(b) will provide for such other matters as notified to the Independent Gas Transporter by National Gas Transmission (being matters in respect of the

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offtake of gas at the IGTS Supply Meter Point which are equivalent to those matters which National Gas Transmission would require (in accordance with TPD Section J) in relation to the offtake of gas at an NTS Supply Meter Point).

4.1.3 The Independent Gas Transporter shall provide National Gas Transmission with all the information obtained (whether directly or from the Independent Gas Transporter) pursuant to the Agreement under paragraph 4.1.2.

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