

**Standard Special Condition A15. Agency**

1. Where services and systems are sub-contracted to a common service provider (the “agency”) by all relevant gas transporters including, without limitation, the licensee, the scope of such sub-contracting arrangements shall be set out in the uniform network code, and the agency and the agreement referenced in paragraph 6 shall, without limitation, be based on the following principles:
  - (i) such services and systems shall be established, operated and developed on an economical and efficient basis;
  - (ii) the costs of the agency shall be determined on an activity cost basis; and
  - (iii) the costs of the agency shall be allocated between the users of the agency on a transparent basis.
2. Where services and systems are to be provided on a common basis pursuant to the uniform network code, the licensee shall, together with other relevant gas transporters ensure that all such services and systems are provided or otherwise procured (including without limitation on a sub contracted basis) on a common basis subject to agreed common systems and procedures or to a common services provider.
3. In respect of the services and systems to be provided by the agency under paragraphs 1 and 2 of this condition, the licensee shall be under an obligation to use or procure the use of such services and systems from the agency and shall not elect either expressly or by its conduct not to use nor to procure the use of the agency as the provider of such services and systems without the prior written consent of the Authority.
4. For the avoidance of doubt, the arrangements for administering increases to transportation charges in order to compensate any gas supplier which claims for losses that it has incurred in complying with a last resort supply direction, under Standard

Condition 48 (Last resort Supply: Payment Claims), shall be administered by the agency, unless the Authority otherwise consents in writing.

5. In the event that the licensee requests the consent of the Authority, subject to paragraphs 3 and/or paragraph 4, such that it is not required to use or procure the use of all systems and services to be provided by the agency under paragraphs 1 and 2:
  - (a) the licensee shall:
    - i. write to the Authority stating its reasons for this request; and
    - ii. clearly identify whether any of the information provided as part of the statement of reasons for the change is of a confidential nature;
  - (b) the Authority, in relation to any information provided under sub-paragraph (a), if applicable:
    - i. may, if it considers that the information provided is insufficient, request that this information be supplemented with such additional material that it considers appropriate;
    - ii. shall make public the information (other than any confidential information) supplied by the licensee in any statement made under sub-paragraph (a), if applicable, and any supplementary information provided to the Authority following its receipt in response to a request under sub-paragraph (i); and
    - iii. shall consult with all relevant shippers, each other relevant gas transporter and other interested parties on the licensee's request for consent, under the provisions of paragraph 3 and/or paragraph 4, for a period of at least twenty-eight (28) days before providing its decision regarding the granting of consent to such a request.
6. The licensee shall, together with the other relevant gas transporters, enter into an agency services agreement (“**AS agreement**”) with the other relevant gas transporters providing for the common provision of services and systems, including the common provision by the agency of such services and systems as are specified within the uniform network code.

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7. The licensee shall, together with the other relevant gas transporters procure or cause to be procured:
  - (a) that the Authority is provided with a copy of AS agreement and each amendment thereof; and
  - (b) the publication of the AS agreement as modified from time to time, with the exception of an information agreed as confidential by the Authority.
  
8. For the avoidance of doubt, nothing in this condition shall amount to a waiver or in any way prevent the Authority being able to take enforcement action against the licensee individually or against the licensee together with other licensees in the event of a breach of this licence condition or any part thereof in relation to any obligation, the discharge of which the licensee may be able to procure through the JGA agreement, or AS agreement.

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