

**Appendix V**  
**UNC Consultation Response – Respondent Name : UU/CKI Consortium (Drafting points)**

**UNC Document**

Section	Section Reference	Response
Introduction		
TPD Section A – System Classification	A1.2.2(b)(iii) A3.5.5	We do not understand why this paragraph is relevant to the designation of an LDZ. Please delete.  This does not make sense in the context of an Inter System Offtake comprising only one Individual System Point as described at A3.5.1. Paragraph 3.5.5 should therefore be deleted.
TDP Section B – System Use and Capacity	B1.2.5 B1.7.10 B1.8.3 B2.11.1 B3.1.3 B3.9.4(a)(i) B4.6.9	"in" should read "as"  The licence reference is not correct.  The paragraph reference of the licence condition referred to is not correct.  "New Aggregate NTS System Entry Point" - delete "NTS"  We still do not understand where this paragraph would apply. It surely would not apply for example to paragraph 3.8?  To make clear that NTS Offtake Capacity would not be reduced following acceptance of a surrender of NTS Exit Capacity please insert after "other than" the words "except in the case of NTS Offtake Capacity"  Is "ci" correct. The reference to paragraph (f) should be to (d).
TPD Section C – Nominations		
TPD Section D – Operational Balancing..	D1.4(g) D2.1.1	Is the reference to Operational Guidelines" still appropriate given that this has been removed from D1.1.4?  "Standard Condition [9(3A)]" should read "Standard Special Condition A11(22A)"
TPD Section E – Daily Quantities...	E3.4.1 E7.4.4.(d)(i) and (ii)	This needs to be reinstated as the term is used in TPD J1.3.3  Delete "by the User to" which is covered by the lead in wording.
TPD Section F – Balancing Charges etc		

TPD Section G – Supply Points	G1.16.2(e)  G2.1.10(b)  G3.7.5 3 <sup>rd</sup> line  G3.8.1(a)  G6.11.16  G7.3.6(a)(i)  Annex G-2 - para 4.4	The reference to the Shippers licence is incorrect as the change should have been made to the reference to the Suppliers licence  After "in favour of the Transporter" insert "(or Transco NTS as appropriate)"  "the System" should read "a System"  "Total System" should read "a System"  delete "]"  "System" should read "Total System"  "Sharing" should read "Shared"
TPD Section H – Demand Estimation..	H1.9.2	"Condition 9(3)" should read "Condition A11(18)"
TPD Section I – Entry Requirements	I1.1.4	Replace "NTS/LDZ Offtakes" with "Inter System Offtakes"

TPD Section J – Exit Requirements	J1.3.2(d)	"have" should read "having"
	J3.3.7	We understand that Transco is still considering the drafting of this clause in the light of the points raised by DNs in the legal drafting sessions
	J3.4.1(c) 4 <sup>th</sup> line	delete "of" after "liability"
	J3.4.2(a)(iii)	"System" should read "System(s)" as more than one LDZ may be affected.
	J3.4.6	The second (i) should read (ii)
	J3.5.7(a)	"downstream System" should read "downstream System(s)"
	J3.10.2 onwards	the numbering of the paragraphs is incorrect here.
	J3.11.1	The reference to 3.10 should be to 3.11
	J3.11.7	The references to 3.10 should be to 3.11 (appears twice)
	J4.5.5(b)	The reference to 7.2.1 should be to 7.3.1
	J4.5.9	The reference to 4.6 should be to 4.5
	J5.3.1	The reference to 5.6 should be to 5.7
	J7.1.2	This should also make clear that the DN is not in breach if it has complied with a request from the upstream transporter or the transporter has agreed a variation etc
J7.4.1	Please insert at the beginning "Subject to paragraph 7.1.2"	
J7.4.1(d)	Typo in "other". Also the word "person" is redundant"	
TPD Section K – Operating Margins		
TPD Section L – Maintenance etc...		
TPD Section M – Supply Point Metering	M1.5.3	"Condition [9(3)]" should read "Condition A11(18)"
	M3.2.16 - 4 <sup>th</sup> line	delete additional "the" before "Transporter"
	M5.2.6(a) and (b)	should "week" read "month"?
TPD Section N – Shrinkage	N4.2.2(c)	Please reinstate the wording "and require (in respect of LDZ Shrinkage) gas flows at NTS/LDZ Offtakes without incurring Overrun Charges under Section B" which have been deleted in error.
	N4.2.3	This paragraph was to be reworded rather than deleted to make clear that no Shrinkage Provider would be able to apply for Storage Capacity

TPD Section O – System Planning	O1.2.3(a)	Delete the word "Standard"
	O4.1 last line	Insert "and" before "publish"
TPD Section Q – Emergencies	Q1.6(a)	"Standard [6(17)]" should be replaced with "Standard Special Condition A8(17)"
TPD Section R – Storage		
TPD Section S – Invoicing & Payment	S1.11	The statement is not correct in the light of TPD J7.4.
	S4.5.2 last line	"Annex - 2" should read "Annex S-2"
TPD Section U – UK Link		
TPD Section V – General	V4.2.2.(g)	Insert the word "to" after the word "bound"
	V5.5.2.(d)	Reference to the Code includes the OAD so there is no need to reference the OAD separately
	V6.1.5	We believe the cross reference to 6.4 should be to 6.5.
	V7.1.1(b)	Is it correct to include this given the position of non Transco DNs?
TPD Section X – EB Credit Management	X1.2.2 - 6 <sup>th</sup> line	Insert "Uniform" before "Network Code Committee"
	X2.10.12	Typo in "should" in penultimate line
TPD Section Z – LNG		
OAD Section A – Scope & Classification	A2.1.1	The drafting assumes that an Offtake (which is the same as an Inter System Offtake) can comprise more than one Individual Offtake Point. This is inconsistent with Section A of the TPD
	A3	We look forward to receiving drafts of the completed Supplemental Agreements so that we can review the detail of the Supplemental Agreements alongside the OAD.
	A4.1.1	"Shipper User" should read "Shipper Users"

<p>OAD Section B – Connection Facilities</p>	<p>B1.8.1</p> <p>B1.8.3</p> <p>B2.1.1(a)</p> <p>B2.2.4</p> <p>B2.2.6</p> <p>B2.4.1</p> <p>B2.4.2</p> <p>B3.1.4 and 3.1.5</p> <p>B3.5.1(c)</p> <p>B3.7.1</p> <p>B3.7.2 and 3.7.3</p> <p>B4.1.1</p> <p>B4.2.1</p>	<p>If a Party wishes to locate part of its system on another Party's land we believe that this should be subject to a commercial arrangement i.e. a rental payment or similar payment.</p> <p>It should be made clear that the list set out here is not an exhaustive list.</p> <p>We do not understand the applicability of the Condition 4B statement to sites which are already in existence.</p> <p>Perhaps 6 months may be appropriate with the ability for the Parties to agree something shorter? Generally in this Clause a Party should only have to give notice if the works would affect another Party.</p> <p>We were not really sure what this paragraph was trying to do.</p> <p>We cannot accept an absolute obligation not to allow any other person to interfere. Please either delete or add "knowingly" before "allow".</p> <p>Whilst we appreciate the need to take emergency action we do believe that the party taking the action should try to contact the other party in advance of taking any action if circumstances permit or otherwise as soon as possible thereafter.</p> <p>These paragraphs appear to duplicate each other</p> <p>"remove" should read "removing"</p> <p>Please insert after second "Site user" the words "in accordance with the provisions of this Document".</p> <p>These paragraphs seem to cover the same points as in B6 and so should be deleted. B6 makes clear that prior notice of a party gaining access to a site should be given to the site owner which is an important principle. We would also expect that a Party gaining access to a site should be responsible for its reinstatement e.g. making access roads usable again.</p> <p>The consent referred to here should not be unreasonably withheld.</p> <p>We believe that a minimum length of notice should be given here.</p>
<p>OAD Section C – Safety &amp; Emergency</p>	<p>C2.3.1(c) and (d)</p> <p>C2.4.1</p> <p>C2.7.3</p>	<p>"Transportation Document" should read "Transportation Principal Document". (<b>NB</b> This point arises in a number of places so please search throughout the document.) Also in (d) "Network Gas Supply Emergency Procedures " should read "Local Gas Supply Emergency Procedures"</p> <p>What are the "other measures" referred to here?</p> <p>The DN should be told in advance where possible if Transco is going to operate the block valve.</p>

<p>OAD Section D – Measurements</p>	<p>D2.2.1(a) D3.3.1 D3.3.5 D3.3.6 D4.2.2.(b)(iii) D7.1.5(a)</p>	<p>We do not see the relevance of the reference to GSMR</p> <p>We believe that it would be helpful if the upstream party provided a reason for wanting to carry out the validation as this would assist in determining what problem the validation might be looking for.</p> <p>It is not possible in all circumstances just to cease the flow as this may compromise safety. The drafting should allow for a reduction in flow.</p> <p>In the table last heading should read "LDZ/LDZ Offtake"</p> <p>Again we think this should allow for a reduction rather than complete cessation of flow.</p> <p>"immediately" should read "immediate"</p>
<p>OAD Section E – Telemetry etc</p>	<p>E2.1.6 E2.3.4 E2.3.2 E2.3.5 E2.5.3 E3.2.1(d) E3.2.2 Annexes</p>	<p>The words "in order to ensure their compatibility with NTS Telemetry Facilities" should be deleted. Compatibility is a two way process which is covered in OAD Section B.</p> <p>We do not understand the need for this paragraph.</p> <p>The co-operation obligation should be a mutual one as both parties facilities are being tested.</p> <p>This paragraph should make clear that this is at Transco's cost.</p> <p>The DNO should not have an indefinite obligation to provide measurement data if the problem is due to Transco equipment failure and Transco does not rectify the fault within a reasonable time frame.</p> <p>The co-operation obligation should be mutual as both parties facilities are being tested. Also the word "Offtake" should read "Connection".</p> <p>The DNO should not be expected to bear the costs of Transco's telemetry equipment.</p> <p>These Annexes are extremely technical and contain obligations on the DNO which we do not understand. These obligations should be removed and we question the need to have so much technical data in a document of this nature.</p>
<p>OAD Section F – Determination of CV</p>	<p>F2.2.2 F2.3 F4.1.5 F4.3.1</p>	<p>The DNO should not be obliged to "take account of " guidance issued by Transco. The DNO may have other good reasons for wanting to flow in a particular way.</p> <p>We found the drafting in particular in F2.3.4 difficult to follow. Is it possible to simplify this?</p> <p>We do not think that the words "negligent or otherwise" are appropriate. We appreciate that Transco is providing this service for free but we would expect Transco to have some regard to the standard of its performance.</p> <p>6 months notice seems excessive. Transco should incorporate a change sooner if this can be accommodated.</p>

OAD Section G – Maintenance	G	As a general comment we do not consider that the drafting is reflective of the co-operative process which happens in practice. The drafting seems to suggest that the whole process is led by Transco with the DNs fitting around Transco. The drafting should reflect a process which is more co-operative with a dialogue and exchange of information especially prior to the first draft programme.
	G1.2.1	The drafting needs to allow for maintenance to fall within more than one category e.g. Safety Relevant Maintenance could also be Flow Relevant Maintenance.
	G1.4.1 and 1.5.1	"Transportation Document" should read "Transportation Principal Document"
	G2.3.2	Consistent with our general comment on this section, this paragraph should be deleted.
	G2.4.2	There needs to be more than 5 days notice of a revision to Planned Maintenance in order to tie in with TPD Section L
	G2.6.2(d)	We do not think that it is appropriate to be reporting on compliance with the Document. This paragraph should be deleted.
OAD Section H – Long Term Planning		
OAD Section I – Operational Flows	I2.1.3	We presume that this is trying to say that flows within an hour are constant. However the drafting suggests that profiling within day is not allowed which is not the case. Please clarify the drafting.
	I2.3.2(c)	The reference to (a) should be to (b)
	I3.2	We had understood that ramp rates were not required in which case this paragraph can be deleted.
	I4.2.	We have some concerns about the process as drafted here. I4.2.6 states that the DNO has to agree to a request made by Transco to reduce a pressure subject to the test outlined. The test gives the impression that the DNO would hardly ever be able to refuse a request from Transco even though the DNO may have concerns about the operation of his system later in the day.
	I4.2.6	"Transportation Document" should read "Transportation Principal Document"
	I5.1.1	"in an instruction" should read "an instruction"
	I6.1.1(b)	There needs to be an element of reasonableness on Transco's part.
	I6.1.2	We do not believe that Transco should have access to LDZ stock information
	I6.4.1	Transco's operation of block valves is covered elsewhere and does not need to be mentioned here.
OAD Section J – LDZ/LDZ Offtakes	J1.2.2	"Transportation Document" should read "Transportation Principal Document"
	J1.3.2	Delete "from" in the 1 <sup>st</sup> line
	J2.2.3(a)	"Transportation Document" should read "Transportation Principal Document"
	J2.4.2	"Transportation Document" should read "Transportation Principal Document"
	J4.1.1(d)	"2.3.1(n)(ii)" should read "2.3.1(b)(ii)"

OAD Section K – LDZ System Entry Points	K3.3.1	"an" in first line should read "a". Also insert "in" before "respect" on 3 <sup>rd</sup> line.
	K3.3.3	Delete "give"
OAD Section L – Cost Recovery..	L2.2.3	"Transportation Document" should read "Transportation Principal Document"
	L2.2.4	We do not see the relevance of the reference to the Condition 4B statement in respect of existing offtakes
OAD Section M – Information Flows	M	We look forward to receiving the Offtake Communications Document to review the detail of the communications against the provisions of this section. In particular we look forward to seeing how the DM Nominations will be passed to the DNs
		References throughout to "Transportation Document" should read "Transportation Principal Document"
OAD Section N – General	N6.2.1	Parties should be allowed to disclose confidential information to contractors as well as to employees.
	N7	We are still awaiting feedback from our insurers on these provisions.
	N7.2.1	This provision is unnecessary. If it stands then it should be clear that the cross indemnities are not affected.
Supplemental Agreement	4.1	What is the purpose of this? A breach of this warranty e.g. because the connection facilities are incorrectly described would potentially enable the other party to rescind the agreement. This is unacceptable from a DN perspective as it would mean that gas would be unable to flow.
Modification Rules (Former Section Y)	MR1.2	"does" should read "do"
	MR6.1.3(b)	"6.2.1(f)" should read 6.2.1(e)
	MR8.6.1(b)(l)(1))	Is Systems a defined term? If so where is it defined? (also appears in 9.6.1(c))
	MR9.1.4(c)	"subject matter expert" should have initial upper case.
	MR9.6.2	the words in brackets at the end do not seem to belong to anything in the text.
	MR9.6.4(b)	Insert "will" before "not"
	MR9.7.5	Cross reference should be to 9.7.4
	MR12.1.1	"GT Section B" should read "GT Section B11"
Transition Document	Part IIB	"be" should read "been"
	Part IIC	Should this include paragraph 8.4.22 from Part II of the existing Transition Document?
General Terms Section A – Dispute Resolution (formally Section T)	A1.1.2	We are not convinced that it is appropriate to refer to the Supplemental Agreement here.

<p>General Terms Section B – General (parts of original Section V)</p>	<p>B2.2.1(b) B2.2.3(b) B9.1.3(c) B11.1.1.(b)</p>	<p>Should "network" read "Distribution Network"? Insert closing brackets at the end. Insert "the" before "downstream" We did not see how anything would be relevant here. Delete redundant "by the " at the end of this paragraph</p>
<p>General Terms Section C – Interpretation (formally Section W)</p>	<p>C1 definition of UNC implementation Date C2.9.1(a) C2.9.4 C7.2.1(b) C12.3.1 C12.4.5 C13.9</p>	<p>Needs to be moved into correct alphabetical order Section T (disputes) is now GT Section A "Special Standard Condition" should read "Standard Special Condition" (appears twice) delete redundant "the" before "Transporter" "9(3) Approval" should read "A11(18) Approval" delete redundant "(d)" "9(3) Approval" should read "A11(18) Approval"</p>