UNIFORM NETWORK CODE – OFFTAKE ARRANGEMENTS DOCUMENT

SECTION B

CONNECTION FACILITIES

1 General

1.1 Introduction

1.1.1 This Section B sets out:

(a) the basis on which land comprising the Offtake Site for each Offtake is or is to be owned or occupied by the Parties;

(b) requirements relating to the installation, retention, modification, relocation, compatibility and decommissioning of Connection Facilities at each Offtake Site;

(c) the basis on which one Party may have access to land at the Offtake Site owned or occupied by another Party.

1.1.2 Nothing in this Document imposes on any Party any obligation to make or permit a new connection between its System and another System or otherwise to establish an Offtake which at the relevant time does not exist, or to establish a new Individual Offtake Point at an existing Offtake (such matters, for the avoidance of doubt, being the subject of duties on the relevant Party under the Act and its Transporter's Licence).

1.1.3 In relation to an LDZ/LDZ Offtake the Parties may agree to waive or limit any requirement in this Section B as to the installation, maintenance or operation of Connection Facilities or the inclusion of any details in the Supplemental Agreement.

1.1.4 The provisions of this Section B are without prejudice to and in addition to any agreement, lease, easement, wayleave or other right granted (by an instrument other than this Document) by one Party to another at or in connection with an Offtake Site; provided that any express condition, exception or other qualification or limitation upon or under which any such right may be granted shall prevail over (to the extent in conflict with) the provisions of this Section B.

1.2 Offtake Site

1.2.1 An "**Offtake Site**" is the site at which an Offtake is located.

1.2.2 At certain Offtake Sites more than one Offtake is located (each such Offtake being a connection between the NTS and a different LDZ or between an LDZ and a different LDZ); and in the context of such an Offtake Site a reference (in this Section B) to a Party is to any of the Parties in relation to any such Offtake Site.

1.2.3 The Offtake Site may be owned or occupied in whole by one of the Parties or in part by each or any of them; provided that if different parts of the Offtake Site are owned by different Parties there shall be a secure boundary around each such part of the Offtake Site.

1.2.4 In relation to any part (or the whole) of an Offtake Site which is owned or occupied by one Party:

(a) such Party is referred to as the "**Site Owner**";

(b) in relation to such Party, such part (or the whole) of the Offtake Site is the "**Site Owner's Land**"; and

(c) where any Connection Facilities installed or to be installed by another Party are or are to be situated on such part (or the whole) of the Offtake Site:

(i) such other Party is the "**Site User**"; and

(ii) such Connection Facilities are the "**Site User's Facilities**".

1.2.5 Where any new Offtake is established at a new Offtake Site, unless the Parties otherwise agree (and subject to Section E):

(a) the downstream Party shall be the Site Owner in respect of the whole of the Offtake Site; and

(b) accordingly, the upstream Party shall be Site User in relation to the Connection Facilities which it installs or is to install.

1.2.6 For each Offtake, the Offtake Site and (in relation to each part or the whole of such Offtake Site) the identity of the Site Owner, details of the Site Owner's Land and (where applicable) the Site User, are set out or described in Appendix B of the Supplemental Agreement.

1.2.7 References in this Section B to a Party owning or occupying land at an Offtake Site are to that Party owning, leasing or otherwise having appropriate rights to occupy such land, excluding for the avoidance of doubt rights of occupation granted by another Party (pursuant to the further provisions of this Section B itself or otherwise).

1.3 Connection Facilities

1.3.1 For the purposes of this Document, in relation to an Offtake and each Party:

(a) subject to paragraph (b), the "**Connection Facilities**" are all the plant, equipment and buildings installed or to be installed by such Party (as provided in paragraph 2) at the Offtake Site, including (where relevant) Measurement Equipment, NTS Telemetry Facilities, Telemetry Connection Facilities and Daily Read Facilities;

(b) Connection Facilities include any other plant, equipment and buildings as may from time to time be specified in the Supplemental Agreement as being (or may pursuant to this Section B become) Connection Facilities.

1.4 Right to be Connected

1.4.1 Subject to the provisions of this Document, with effect from the Supplemental Agreement Date, the downstream Party at any Offtake shall have the right for its System to be and remain connected to the upstream System at that Offtake.

1.4.2 At a Bi-directional LDZ Offtake both Parties shall have the right provided in paragraph 1.4.1 to have their Systems connected.

1.5 Supplemental Agreement

1.5.1 The Supplemental Agreement in relation to each Offtake shall contain (in Appendices B, C and D) details of the Offtake Site and Connection Facilities as provided in paragraphs 1.2.6 and 2.1.2 respectively (provided that such details may be specified or described generically or by reference to a diagram).

1.5.2 The Parties shall ensure that:

(a) where a new Offtake is established (or a new Individual Offtake Point is created at an existing Offtake), the Supplemental Agreement includes (or is amended to include) in Appendices A, B, C, D and F appropriate details (as applicable in accordance with this Section B and Sections D and E, and otherwise as required in the Appendices to the applicable form of Supplemental Agreement in the Appendix to this Document) of the Offtake Site, Connection Facilities, Measurement Equipment and points of telemetry;

(b) where any Connection Facilities are altered, replaced or relocated pursuant to paragraphs 2.2 or 3.3 below, appropriate amendments to Appendices C and D of the Supplemental Agreement are made in respect of such alteration, replacement or relocation; and

(c) where any Offtake (or Individual Offtake Point) is decommissioned, the Supplemental Agreement is brought to an end or amended by an appropriate amendment relating to such decommissioning.

1.5.3 The Supplemental Agreement or amendments thereto required pursuant to paragraph 1.5.2 shall be entered into or (as the case may be) made:

(a) in relation to a new Offtake (or Individual Offtake Point), no later than (and so as to take effect from) the commissioning of such new Offtake or Individual Offtake Point;

(b) in relation to any alteration, replacement or relocation of the Connection Facilities, no later than (and so as to take effect from) the date when such Connection Facilities are first operational as altered, replaced or relocated; and

(c) in relation to the decommissioning of any Offtake, no later than (and so as to take effect from) the final cessation of gas flows through that Offtake.

1.5.4 References in this Document to the "**Supplemental Agreement Date**" in relation to an Offtake are references:

(a) to the date from which the Supplemental Agreement takes effect; or

(b) in the context of any alteration, replacement or relocation of the Connection Facilities, to the date with effect from which the appropriate amendment of the Supplemental Agreement takes effect.

1.6 Party's responsibilities

1.6.1 For the avoidance of doubt, at each Offtake Site, subject to the provisions of this Section B:

(a) each Party shall be responsible for its own Connection Facilities, including the operation and maintenance of such Connection Facilities, compliance with any Legal Requirement in relation to such Connection Facilities, and the preparation of all such plans, diagrams, reports, and other documents as may be required by any Legal Requirement in relation to such Connection Facilities; and

(b) subject to paragraph (a), each Party shall be responsible for the whole or any part of the Offtake Site for which it is Site Owner, including:

(i) the maintenance of land and buildings;

(ii) compliance with any Legal Requirement in relation to such land and buildings; and

(iii) in particular, the preparation of any whole site diagrams required for compliance with any such Legal Requirement, including Hazardous Area diagrams and COMAH diagrams.

1.7 Generic Diagram

1.7.1 Annex B-1 contains for illustrative purposes a generic diagram of an NTS/LDZ Offtake including the Offtake Site and Connection Facilities.

1.8 Availability of Offtake Site

1.8.1 Without prejudice to the specific provisions of paragraph 3, if a Party wishes to relocate or install any plant or equipment (including existing Connection Facilities) which form or will form part of its System on land forming part of an Offtake Site for which it is not Site Owner, that Party may request the Site Owner to grant such rights in relation to the Site Owner's Land (including appropriate rights of occupation and access) as may be necessary for the requesting Party to relocate or install and maintain and operate such plant and equipment.

1.8.2 Where a request is made pursuant to paragraph 1.8.1:

(a) the Site Owner shall not unreasonably withhold agreement to such request; and

(b) if the Site Owner agrees to the request, such plant and equipment shall be Connection Facilities and Site User's Facilities for the purposes of this Section B.

1.8.3 It shall be reasonable for the Site Owner to withhold agreement to a request under paragraph 1.8.1 if (inter alia):

(a) the relocation, installation, maintenance or operation of the other Party's Connection Facilities or other plant or equipment would conflict or interfere with the installation, maintenance or operation of any of plant or equipment (including Connection Facilities) forming part of the Site Owner's System;

(b) the requesting Party does not agree to pay a reasonable fee, rent or charge (reflecting the market value of the rights requested) to the Site Owner in respect of the rights requested; or

(c) the Site Owner can show that (at the time of the request) it has already planned to sell or dispose of or put to a conflicting use any part of the Offtake Site in respect of which the rights are requested.

2 Connection Facilities

2.1 Required Connection Facilities

2.1.1 In relation to each Offtake, each Party shall ensure that there are installed and maintained at the Offtake Site:

(a) unless otherwise agreed by the other Party (and so provided in the relevant Supplemental Agreement):

(i) plant, equipment and buildings as required by the applicable terms of the upstream Party's Condition 4B Statement as in force at the Supplemental Agreement Date (provided that this paragraph (i) does not apply in relation to any Individual Offtake Point which exists at the date of this Document); and

(ii) such further facilities as are required to be installed by such Party pursuant to any provision of this Document; and

(b) such further facilities as may be specified in the Supplemental Agreement as to be installed by such Party.

2.1.2 The Connection Facilities installed or to be installed by each Party at an Offtake are specified in Appendices C and D of the Supplemental Agreement.

2.1.3 This Section B does not contain provisions governing the rights and obligations of the Parties relating to the initial construction of an Offtake (or additional Individual Offtake Point) and each Party's Connection Facilities at an Offtake (such matters to be the subject of a separate Construction Agreement entered or to be entered into between the Parties).

2.2 Right to Alter, Replace or Relocate

2.2.1 Subject to the further provisions of this paragraph 2.2 and to paragraphs 3 and 4, a Party shall be entitled, at its own expense, to alter, replace, relocate or add to any of its own Connection Facilities.

2.2.2 A Party shall not be entitled to relocate its Connection Facilities (including existing Site User's Facilities) to a location on land for which another Party is the Site Owner without the consent of such other Party, but subject to paragraph 1.8.

2.2.3 Where:

(a) a Party (the "**Modifying Party**") proposes to alter, replace, relocate or add to any of its Connection Facilities; and

(b) such alteration, replacement, relocation or addition, and/or any works carried out therefor, will or are reasonably likely to affect any other Party (an "**affected Party**"), including without limitation interfering with, affecting the compatibility of or otherwise affecting such other Party's Connection Facilities or their operation or maintenance, or affecting such other Party's rights as Site Owner or Site User or otherwise in relation to the Offtake Site;

then the further provisions of this paragraph 2.2 (and where applicable paragraph 3.4) shall apply (for the purposes of which such Connection Facilities as or as proposed to be altered, replaced, relocated or added to are the "**Modified Connection Facilities**").

2.2.4 The Modifying Party shall give each affected Party prior written notice, not less than twelve months (or such shorter period as the affected Party may agree, such agreement not to be unreasonably withheld) before commencing the alteration, replacement or relocation of its Connection Facilities, specifying:

(a) the Connection Facilities to be altered, replaced or relocated;

(b) details of the proposed alteration, replacement or relocation;

(c) the reasons for the proposed alteration, replacement or relocation;

(d) the anticipated duration of the works; and

(e) where the Modified Connection Facilities are Site User's Facilities, the details required by paragraph 3.4.1(c).

2.2.5 Any works carried out by a Party in connection with the alteration or replacement of any Connection Facilities shall be planned and carried out as Relevant Maintenance in accordance with Section G.

2.3 Offtake Decommissioning

2.3.1 In this Section B references to the "**decommissioning**" of an Offtake or Individual Offtake Point are to the permanent cessation of gas flows at that Offtake or Individual Offtake Point, and references to a "**decommissioned**" Offtake or Individual Offtake Point shall be construed accordingly.

2.3.2 The downstream Party ("**decommissioning**" Party) shall be entitled to decommission an Offtake or Individual Offtake Point subject to and in accordance with the following:

(a) the decommissioning Party shall give not less than 6 months' notice to the upstream Party (and, where it is Site Owner, to each Site User) of its proposal to decommission such Offtake or Individual Offtake Point;

(b) each other Party at the Offtake Site may:

(i) carry out itself; or

(ii) require the decommissioning Party (at its expense) to carry out;

the works necessary to give effect to such decommissioning and make safe each System and each Party's Connection Facilities;

(c) such works shall be planned and carried out as Planned Maintenance in accordance with Section G;

(d) the decommissioning Party shall bear or reimburse to each other Party the costs of any works carried out by such other Party under paragraph (b)(i);

(e) where the decommissioning Party is Site Owner, paragraph 3.5 shall apply in relation to any of the Site User's Facilities.

2.4 Non-Interference

2.4.1 Subject to paragraphs 2.4.2 and 4.3.1, and save as otherwise expressly permitted in this Document, no Party shall interfere, nor knowingly allow any other person to interfere, in any way with the another Party's Connection Facilities without the consent of such other Party.

2.4.2 Notwithstanding paragraph 2.4.1 above, where a Party reasonably believes that there is an emergency which requires it to take any action in relation to the Connection Facilities of another Party in order to protect the health and safety of persons or to prevent damage to property, that Party shall be entitled to take such action in good faith and to the extent reasonably required, and the other Party shall be deemed to have consented to any interference entailed by such action, subject to paragraph 2.4.3 below.

2.4.3 The Party taking emergency action pursuant to paragraph 2.4.2 above shall:

(a) inform the other Party of such action and the interference entailed thereby, wherever practicable in advance and in any event as soon as practicable following the taking of such action;

(b) exercise all reasonable care to prevent or minimise any damage to or interference with the operation of the other Party's Connection Facilities when dealing with the emergency; and

(c) when the emergency has ended, reinstate (at its cost) any of the other Party's Connection Facilities that has been damaged as a result of the emergency action, save that no reinstatement shall be required where the emergency was caused by any breach or default on the part of the other Party.

2.4.4 For the purposes of this paragraph 2, "**interfere**" shall include (without limitation):

(a) disconnecting or altering the connection of any of the Connection Facilities to (or preventing or interfering with any supply made through) any pipes, system of cables, foundations, drains or other media to which such Connection Facilities may be connected from time to time;

(b) affixing or removing any item or substance of any nature whatsoever to or from any of the Connection Facilities;

(c) damaging any of the Connection Facilities;

(d) altering any part of the Measurement Equipment (including sample lines and test equipment) or settings on any of the Connection Facilities;

(e) obstructing access to any of the Connection Facilities;

(f) opening or closing any by-pass valves comprised in the Connection Facilities; or

(g) removing, relocating or modifying any building, shelter or support in or of the Connection Facilities.

2.5 Modifications to comply with Legal Requirement

2.5.1 Where in relation to an Offtake Site:

(a) a Legal Requirement (or changed Legal Requirement) applies to one Party (the "**first**" Party), compliance with which will (or but for the action of another Party as contemplated in paragraph (b) would) require the first Party to alter, replace or relocate any of its Connection Facilities or take any other action; and

(b) the first Party would comply with such Legal Requirement if another Party (the "**other**" Party) at the Offtake Site were to alter, replace or relocate any of its Connection Facilities;

the other Party will not unreasonably withhold or delay its agreement to a request by the first Party to make such alteration, replacement or relocation if the first Party agrees to bear or reimburse the costs incurred by the other Party in so doing.

2.6 Site Services

2.6.1 At an Offtake Site one of the Parties (the "**Services Party**") shall be responsible for providing certain services to the other Party(ies) in accordance with this paragraph 2.6.

2.6.2 The Services Party in relation to an Offtake Site shall be:

(a) if one Party is the Site Owner of the whole or substantially the whole of the Offtake Site, that Party;

(b) if paragraph (a) does not apply, and there are only two Parties at the Offtake Site, the downstream Party, unless otherwise agreed between the Parties and specified in the relevant Supplemental Agreement(s);

(c) otherwise, the Party agreed between the Parties and specified in the relevant Supplemental Agreement(s).

2.6.3 The Services Party shall provide and continue to provide (as reasonably required by each other Party) such services ("**Site Services**") for the operation and maintenance of the other Party's (or Parties') Connection Facilities as are provided in Appendix E of the Supplemental Agreement.

2.6.4 Unless the Parties otherwise agree, the Site Services at an NTS/LDZ Oftake shall include the services specified in Part 1 of Annex B-2, and may include any of the services specified in Part 2 of Annex B-2.

2.6.5 The Services Party may recover from the other Party(ies) the capital costs (if any) incurred on or after the Supplemental Agreement Date in supplying or laying any pipes, wires, trenches or other equipment for the purposes of the provision of the Site Services (so far as such costs are in addition to any such costs which the Services Party would incur for its own purposes).

2.6.6 Except as provided in paragraph 2.6.5, the Site Services shall be provided by the Services Party to the other Party(ies) free of any charge or payment of any kind.

2.6.7 The Services Party shall have a right of access to any part of the Offtake Site for which it is not the Site Owner for the purposes of (and so far as required for) the provision of the Site Services; and each Party other than the Services Party shall have a right of access to the Offtake Site or part thereof for which the Services Party is Site Owner for the purposes of inspecting the Site Services and/or the arrangements made for their provision.

2.6.8 For the avoidance of doubt, the provision of Telemetry Connection Facilities and Daily Read Facilities is not a Site Service for the purposes of this Document.

3 Site User's Facilities

3.1 Right to Install and Retain Connection Facilities

3.1.1 In relation to any Site User's Facilities, the Site Owner hereby grants to the Site User the right for the Site User to retain such Connection Facilities on the Site Owner's Land, in such places as those Connection Facilities:

(a) were or are located at the Supplemental Agreement Date; or

(b) are subsequently relocated pursuant to paragraph 3.3.

3.1.2 The Site Owner shall not without the consent of each Site User (including pursuant to paragraph 3.3):

(a) sell or otherwise dispose of any part of the Offtake Site on which the Site User's Facilities are located; or

(b) sell or dispose of any other part of the Offtake Site, or grant to any third party any rights in relation to any part of the Offtake Site, if such sale, disposal or grant would conflict with the rights of such Site User under this Section B in relation to the Offtake Site.

3.2 Shelter and Support

3.2.1 In relation to any of the Site User's Facilities, the Site Owner shall maintain (for the benefit of the Site User) such shelter and/or support as was or is provided in respect of such Connection Facilities:

(a) at the Supplemental Agreement Date; or

(b) at the date of any subsequent relocation (pursuant to paragraph 3.3) on the Site Owner's Land of such Connection Facilities.

3.3 Relocation of Site User's Facilities

3.3.1 In relation to any of the Site User's Facilities the Site Owner may propose to the other Party (as Site User) that such Connection Facilities should be relocated either:

(a) to another part of the Site Owner's Land; or

(b) to land for which another Party is Site Owner.

3.3.2 The Site Owner shall not be entitled to require such relocation of the Site User's Facilities without the consent of the Site User, nor unless the Site Owner agrees to reimburse to the Site User the costs incurred by the Site User in connection with such relocation.

3.3.3 In a case within paragraph 3.3.1(a) the Site User shall not unreasonably withhold or delay its consent to the proposed relocation.

3.4 Modification of Site User's Facilities

3.4.1 Where (in accordance with paragraph 2.2.3) the Site User proposes to alter, replace or add to any of the Site User's Facilities:

(a) this paragraph 3.4 shall apply in addition to paragraph 2.2;

(b) the Site User shall not be entitled to carry out such alteration, relocation or addition without the consent of the Site Owner;

(c) the notice given by the Site User (as Modifying Party) under paragraph 2.2.4 shall operate as a request to the Site Owner for such consent, and shall include such details of the proposal as are reasonably necessary for the Site Owner to determine whether the requirements in paragraph 3.4.2 will be satisfied, and what alterations or works (if any) will be required under paragraph 3.4.3);

(d) if either Party requires, the Parties shall meet to discuss the Site User's proposal;

(e) the Site Owner shall reply to the Site User within 60 Days (or such shorter period as the Site User may agree, such agreement not to be unreasonably withheld) after such notice was given stating whether it consents to such alteration, relocation or addition.

3.4.2 The Site Owner shall not refuse consent under paragraph 3.4.1(b) if the Modified Connection Facilities:

(a) are to be placed in the same or approximately the same position as the Connection Facilities they alter, replace or are added to;

(b) can, where relevant, be accommodated in or on existing buildings or structures;

(c) do not require additional or improved facilities or services from the Site Owner;

(d) do not require the Site Owner to carry out any works or alterations to any Connection Facilities other than minor works or alterations to the existing buildings or structures housing or supporting the Site User's Facilities as are reasonably required to accommodate the Modified Connection Facilities;

(e) do not restrict the use by the Site Owner of the Site Owner's Land and any equipment thereon to a materially greater extent than the Connection Facilities they alter, replace or are added to; and

(f) either are of the same or a similar or smaller size as compared to the Connection Facilities they alter or replace, or occupy substantially the same space as the Connection Facilities they alter, replace or are added to.

3.4.3 Where the Site Owner consents to the alteration, relocation or addition of or to Site User's Facilities, the Site Owner shall perform or procure any such minor alterations or works to existing buildings or structures as are referred to in paragraph 3.4.2(d), and the Site User shall reimburse to the Site Owner the costs incurred by the Site Owner in doing so.

3.4.4 Notwithstanding paragraph 2.2 and the foregoing provisions of this paragraph 3.4, where the Site User wishes to alter or replace any of the Site User's Facilities, it shall, prior to altering or replacing such Connection Facilities, consider the feasibility of relocating the Connection Facilities in question onto the Site User's own land.

3.4.5 Where the requirements in paragraph 3.4.2 are not satisfied, the Site User's request shall be treated as a request under paragraph 1.8.1 and paragraph 1.8 shall apply accordingly.

3.5 Decommissioning of Site User's Facilities

3.5.1 Where an Offtake, or an Individual Offtake Point is to be decommissioned and there are Site User's Facilities at any part of the Offtake Site for which the decommissioning Party is Site Owner:

(a) the decommissioning Party (as Site Owner) shall be entitled, if it wishes to dispose of or put to any other use such part of the Offtake Site, by giving notice to the Site User, to require the Site User to remove from the Site Owner's Land the Site User's Facilities (so far, in the case of decommissioning of an Individual Offtake Point, that such Connection Facilities relate solely to that Individual Offtake Point), subject to the further provisions of this paragraph 3.5;

(b) the Site User (acting as a Reasonable and Prudent Operator) shall remove the Site User's Facilities as soon as is reasonably practicable (having regard to the nature of such facilities, whether it is necessary for the Site User to relocate such facilities and if so the availability of land for such relocation, and the works necessary to remove and where necessary relocate such facilities) following the Site Owner's notice;

(c) the Site Owner shall provide reasonable cooperation and assistance to the Site User in connection with the removal of the Site User's Facilities;

(d) the Site Owner shall bear or reimburse to the Site User the costs incurred by the Site User in removing the Site User's Facilities from the Site Owner's Land and where necessary of relocating the Site User's Facilities (and related parts of the Site User's System), including costs of acquiring alternative or additional land reasonably required for the purposes of such relocation, except to the extent that the Site User does not comply with paragraph (b); and

(e) if the Site User fails to remove any Site User's Facilities as required by paragraph (b), the Site Owner shall be entitled to remove such Site User's Facilities (other than facilities forming part of any pipeline) from the Site Owner's Land (including, where relevant, detaching such facilities from the Site Owner's own Connection Facilities) and dispose of such facilities as the Site Owner deems fit, and the Site User shall reimburse to the Site Owner the costs incurred by the Site Owner in so doing.

3.5.2 If and for so long as the Site Owner does not give notice under paragraph 3.5.1(a), the provisions of this paragraph 3 shall continue to apply in respect of the Site User's Facilities (and paragraphs 2 and 6 shall continue to apply to that extent).

3.6 Removal of Site User's Facilities

3.6.1 The Site User shall be entitled to remove (and/or relocate to land for which it is Site Owner) any of the Site User's Connection Facilties, subject to and in accordance with paragraph 2.2 (for the purposes of which "relocation" shall include removal).

3.6.2 The Site Owner shall provide reasonable cooperation and assistance to the Site User in connection with the removal of the Site User's Facilities pursuant to paragraph 3.6.1.

3.6.3 Where the Site User's Facilities are removed pursuant to paragraph 3.6.1:

(a) the Site User shall (at its cost) carry out such reinstatement or other works as are reasonably necessary to leave the Site Owner's Connection Facilities in a safe and reasonable condition following the removal of the Site User's Facilities;

(b) the Site User's rights (in relation to such facilities) under paragraphs 3.1 and 3.2 shall lapse.

3.7 Right of Access

3.7.1 The Site Owner hereby grants to the Site User a right of access over the Site Owner's Land for the purposes of enabling the Site User (subject to and in accordance with the provisions of this Document) to install, operate, maintain, inspect, test, modify, replace, repair or remove the Site User's Facilities.

3.8 Site Security

3.8.1 The Site Owner shall at all times provide (as a Site Service in accordance with paragraph 2.6) such security in relation to the Site User's Facilities (and the Site Owner's Land on which they are situated) as it provides in relation to its own Connection Facilities.

3.8.2 The Site Owner shall notify the Site User of any breach of security in relation to the Site User's Facilities as soon as reasonably practicable after becoming aware of such breach.

3.9 Site Schedule of Responsibilities

3.9.1 For an NTS/LDZ Offtake, in relation to the Offtake Site or part thereof, the "**Site Schedule of Responsibilities**" is a schedule to be prepared by the Site Owner specifying in detail the responsibilities of the Site Owner and each Site User in connection with:

(a) the installation, maintenance and operation of Connection Facilities;

(b) the provision of Site Services;

(c) the maintenance of land and buildings;

(d) the provision of security; and

(e) the discharge of any other functions and duties;

on, at and in relation to the Site Owner's Land.

3.9.2 The Site Owner shall:

(a) in consultation with each Site User, prepare, keep under review and from time to time revise, a Site Schedule of Responsibilities; and

(b) provide to each Site User, and place in a prominent position on the Site Owner's Land, an up-to-date copy of the Site Schedule of Responsibilities.

3.9.3 Subject to paragraph 3.9.4, the Site Schedule of Responsibilities (and any revision thereof) shall be consistent with the provisions of this Section B, the relevant Supplemental Agreement(s) and the General Site Safety and Environmental Requirements, and (in particular) may not assign or allocate any responsibility to a Party other than the Site Owner unless:

(a) such other Party has that responsibility by virtue of a Legal Requirement; or

(b) such other Party has that responsibility by virtue of a provision of this Document or a Supplemental Agreement; or

(c) such other Party has otherwise agreed to accept that responsibility.

3.9.4 Each Party shall be deemed to have accepted the responsibilities assigned or allocated to it in any Site Schedule of Responsibilities which is in force at the date of this Document.

3.9.5 The Site Owner and each Site User shall observe and comply with the Site Schedule of Responsibilities.

4 Compatibility of Connection Facilities

4.1 Undertaking as to compatibility

4.1.1 Subject to the further provisions of this paragraph 4, in relation to an Offtake a Party shall not (without the consent of the other Party) alter, replace, relocate or add to any of its Connection Facilities in any way which would result in its Connection Facilities not being compatible with the other Party's Connection Facilities.

4.1.2 For the purposes of this paragraph 4 "**modification**" means an alteration, replacement or relocation of or addition to a Party's Connection Facilities.

4.1.3 For the purposes of this paragraph 4, the Modifying Party's Connection Facilities are not compatible with the other Party's Connection Facilities if it would be necessary, as a result of the modification of the Modifying Party's Connection Facilities, for the other Party (acting as a Reasonable and Prudent Operator):

(a) to alter, replace or modify, to any material extent, any of its own Connection Facilities; or

(b) to make any change in, and thereby incur any material increase in the cost of, the operation or maintenance of its own Connection Facilities;

in order to allow the continued safe connection of the upstream and downstream Systems at the Offtake, or the safe operation of its System or the Offtake, in accordance with the Code and applicable Legal Requirements (or for the purposes specified in Section E2.4.2 where applicable).

4.1.4 If a Party modifies its Connection Facilities in breach of the requirement in paragraph 4.1.1:

(a) the other Party may either:

(i) give notice to the Modifying Party requiring it to undo such modification or otherwise take such steps as may be appropriate to restore the compatibility of the Connection Facilities; or

(ii) after giving notice to the Modifying Party of its intention to do so (and unless the modifying Party has demonstrated, to the reasonable satisfaction of the other Party, that it is taking steps sufficient to restore compatibility as quickly as is reasonably practicable) make such modifications of its own Connection Facilities as are appropriate to restore the compatibility of the Connection Facilities;

(b) the Modifying Party shall reimburse to the other Party the costs incurred by the other Party in modifying (where it elects to do so) its own Connection Facilities in accordance with paragraph (a)(ii);

(c) the other Party may in any event disconnect the Connection Facilities of the Modifying Party, upon such period of notice as is practicable in the circumstances, if the modification materially and adversely affects the safe operation by the other Party of its Connection Facilities or its System.

4.1.5 The Parties shall consult together and use reasonable endeavours to co-operate with each other to ensure the prompt reconnection of the Connection Facilities which have been disconnected pursuant to paragraph 4.1.4(c), following remedy by the Modifying Party of its breach of the requirement in paragraph 4.1.1.

4.2 Modification procedure

4.2.1 Where a Party wishes to modify any of its Connection Facilities such that they will or may not be compatible with the other Party's Connection Facilities:

(a) the notice given by the Modifying Party under paragraph 2.2.4 shall operate as a request to the other Party for its consent to the modification;

(b) the other Party shall not unreasonably withhold or delay its consent to the modification; and

(c) if the other Party consents to the modification, the modifying Party shall reimburse to the other Party the costs incurred by the other Party of modifying, or changing the operation or maintenance of, its Connection Facilities in order to maintain the compatibility between the Parties' Connection Facilities.

4.2.2 Where either Party is required to modify any of the Connection Facilities at an Offtake in order to ensure compliance with any Legal Requirement which did not exist at the time at which the Connection Facilities were installed:

(a) the Parties shall consult in respect of the modification to be made and any other modification necessary to ensure the continued compatibility of the Connection Facilities;

(b) the Party required to make such modification shall not require the consent of the other Party for such modification (but without prejudice to any other provision of this Document governing the carrying of the works required for such modification);

(c) (subject to paragraph 2.5.1) each Party shall bear its own costs of modifying its own Connection Facilities;

(d) the Parties shall co-operate with each other to ensure that the required modifications are made in a timely manner.

4.3 Further provisions

4.3.1 Each Party shall be entitled to inspect the other Party's Connection Facilities for the purposes of verifying that such Connection Facilities remain compatible in accordance with paragraph 4.1.

4.3.2 Nothing in this paragraph 4 applies in respect of any incompatibility between the Parties' Connection Facilities existing before the date of this Document or (if later) the date of commissioning of such Connection Facilities (but without prejudice to any rights or remedies of either Party pursuant to any agreement between them relating to the construction, testing or commissioning of their respective Connection Facilities).

5 Telemetry Facilities

5.1 Right to Install and Retain Telemetry Facilities

5.1.1 At each Offtake Site, any Party shall be entitled, without charge (except as provided in paragraph 5.2.4), to install, retain and use, upon a part of the Offtake Site owned or occupied by another Party, telemetry facilities (and accordingly such telemetry facilities shall be the Site User's Facilities, in relation to which the Party seeking to install the telemetry facilities shall be a Site User for the purposes of this Document).

5.1.2 In this paragraph 5, telemetry facilities include (in the case of Transco NTS as Site User) Transco NTS' Telemetry Facilities as provided in Section E, and facilities for control telemetry by Transco NTS.

5.1.3 The Site User shall bear its own costs in connection with the installation, retention, maintenance and use of its telemetry facilities, but (except as provided in paragraph 5.2.4) shall not be required to make any payment to or bear any costs incurred by the Site Owner in connection therewith.

5.1.4 Nothing in this paragraph 5 requires any Party to provide telemetry signals or connections to another Party.

5.2 Provision of Land for Telemetry Facilities

5.2.1 The Site Owner shall make available (without charge, except as provided in paragraph 5.2.4) to the Site User, for the purposes of housing the Site User's telemetry facilities, an area within the Site Owner's Land which:

(a) shall be situated outwith the hazardous area of the Offtake Site (as identified in the General Site Safety and Environmental Requirements);

(b) shall be vacant and otherwise suitable for the installation of the Site User's telemetry facilities;

(c) shall be of such dimensions as will accommodate the Site User's telemetry facilities;

(d) shall be equipped with such cabling routes and connection points as are required:

(i) (in relation to the NTS Telemetry Facilities) for the connection of the telemetry facilities to the Telemetry Connection Facilities as described in Section E; and

(ii) to enable the provision of Site Services to the Site User's telemetry facilities; and

(e) is accessible as provided in paragraph 5.2.2(a).

5.2.2 The Site Owner shall:

(a) provide vehicular access to (or to a point as close as reasonably practicable to) the area made available pursuant to paragraph 5.2.1; and

(b) cooperate with the Site User to facilitate the installation and maintenance of the Site User's telemetry facilities.

5.2.3 The Site User shall occupy the area made available pursuant to paragraph 5.2.1 as bare licensee.

5.2.4 The Site User shall reimburse to the Site Owner the costs of a capital nature incurred by the Site Owner in meeting the requirements of paragraph 5.2.1(d)(ii) above (but for the avoidance of doubt, Site Services shall thereafter be provided by the Site Owner to the Site User free of any charge or payment of any kind, in accordance with paragraph 2.6.6).

5.3 Sharing of Telemetry Facilities

5.3.1 The Parties at an Offtake may agree to share the use of, and/or jointly to operate and maintain, any telemetry facilities, in which case the terms of such use, operation and/or maintenance shall be recorded in the Supplemental Agreement.

6 Access

6.1 General

6.1.1 Each Party (the "**Access Party**") shall be entitled to have access to any part of the Offtake Site which is owned or occupied by another Party:

(a) where such access is expressly provided for in this Document; or

(b) to the extent reasonably necessary to enable the Access Party to comply with the requirements of, or to exercise or enjoy its rights under, or to satisfy itself (to such extent as is reasonable) as to the other Party's compliance with its obligations under, this Document.

6.1.2 The further provisions of this paragraph 6 apply wherever an Access Party is entitled to have (or is otherwise permitted to have) access to a part of the Offtake Site which is owned or occupied by the other Party (the "**Site Party**").

6.1.3 The requirements of this paragraph apply in addition to any requirements pursuant to any Legal Requirement, the Site Party's Safety Case or the SCO Interface Procedure.

6.2 Rights and Duties of Access Party

6.2.1 The Access Party's right of access:

(a) shall be free of any charge or payment of any kind; and

(b) includes the right to bring onto the Site Party's Land such vehicles, plant, machinery and maintenance or construction materials as are reasonably required for the purposes for which the right of access is granted;

(c) shall be exercisable on behalf of the Access Party by any officer, employee, agent or contractor of the Access Party.

6.2.2 The Access Party shall, subject to any other express provisions of this Document, and so far as consistent with the purpose for which the right of access is granted and the circumstances in which it is exercised:

(a) give such notice to the Site Party as is reasonably practicable before exercising the relevant right of access, specifying where practicable the identity of the individuals having such access;

(b) exercise its right of access at reasonable times of day;

(c) ensure that the individuals having such access are familiar with, and ensure that such individuals comply with, the Site Party's General Site Safety and Environmental Requirements; and

(d) ensure that the right of access is exercised safely, in accordance with the General Site Safety and Environmental Requirements, and with the minimum of disruption, disturbance or inconvenience to the Site Party (including, but without limitation, in accordance with paragraph 2.4);

(e) remove or make good at its cost any works carried out in relation to the Site Party's Connection Facilities for the purposes of the exercise of the right of access.

6.3 Duties of Site Party

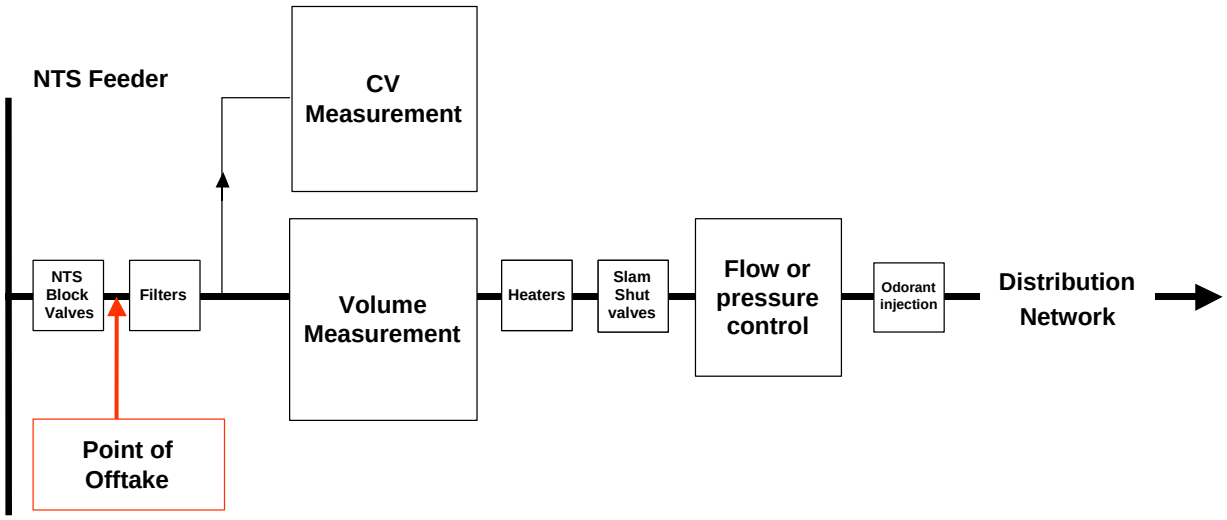
6.3.1 The Site Party shall:

(a) facilitate, and cooperate with the Access Party in, the exercise of the right of access (for the purposes for which such right is granted); and

(b) ensure that its officers, employees and agents present at any time on the Offtake Site (or relevant part thereof) are familiar with, and ensure that such individuals comply with, the General Site Safety and Environmental Requirements.

Annex B-1

Generic Diagram of Offtake
(Paragraph 1.7.1)



Annex B-2

Site Services
(Paragraph 2.6.4)

Part 1 – Mandatory Site Services

Site Service

(a) Cathodic protection, including:

(i) maintaining and testing such cathodic protection systems (and planning for such maintenance in accordance with the provisions for Relevant Maintenance in Section G); and

(ii) providing each Site User a report certifying compliance of the cathodic protection systems no later than 14 days after any maintenance or testing in accordance with sub-paragraph (i);

(b) Site security; and

(c) Retention of Site records, including maintenance reports for Site Services.

Further details relating to the Site Services listed in this Part 1 shall be recorded in the relevant Supplemental Agreement.

Part 2 – Other Site Services

(a) Electricity Supply Services;

(b) Water Services;

(c) Telecommunication Services;

(d) Standby Power;

(e) Site Drainage;

(f) Welfare Facilities