

UNC Response File (OAD)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
UU055	OAD	A	3		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.	Drafts of the Supplemental Agreements will be available early April.	No change.
UU054	OAD	A	2.1.1		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	Accept.	Definitions in TPD Section A 3.5 need to be consistent with OAD Section A.
SSE267	OAD	A	2.4.1		This defines an LDZ System Entry Point as a single System Point. However the TPD defines a System Point as comprising one or more Individual system Entry Points. OAD drafting needs to be amended to be consistent with TPD drafting.	Accept.	Definitions in TPD Section A 3.5 need to be consistent with OAD Section A.
UU056	OAD	A	4.1.1		"Shipper User" should read "Shipper Users"	Accept.	As proposed.
MGN013	OAD	B	3.6		Insert a provision to reinstate the site to a reasonable and safe condition Remove and rely on 6.2.1	Accept	New clause to be inserted in 3.6 to clarify Site Users obligations to leave site is safe and reasonable condition
SSE334	OAD	B	3.6		A clause should be inserted stating the Party gaining access will be responsible for reinstatement.	Accept.	As proposed.
SSE268	OAD	B	1.8.1		This relates to circumstances under which a Party wishes to install plant or equipment at an Offtake Site where it is not the Site Owner. We suggest the "Party may request the Site Owner to agree to such installation" is replaced with "that Party will request".	Reject. This proposal is not required as the Modifying Party would have to seek relevant consents if it were to undertake relevant modifications ie. this is self-fulfilling.	No change.
UU057	OAD	B	1.8.1		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.	Accept.	The requesting Party should pay a reasonable fee, rent or charge to the Site Owner
UU058	OAD	B	1.8.3		It should be made clear that the list set out here is not an exhaustive list.	Accept	As proposed.
SSE269	OAD	B	1.8.3(a)		It needs to be clear that this list is not exhaustive.	Accept	As proposed
SSE270	OAD	B	2.1.1		Drafting needs to make clear that Condition 4B Statement only applies in relation to new Offtakes.	Accept	As proposed
UU059	OAD	B	2.1.1(a)		We do not understand the applicability of the Condition 4B statement to sites which are already in existence.	Accept. LC4B contains principles regarding the charging for new connections, and modification of or disconnection of existing connections	Text needs to clarify applicability of LC4B.
MGN009	OAD	B	2.1.1(a)(i)		Refine drafting to not be of relevance for existing connections	Accept. LC4B contains principles regarding the charging for new connections, and modification of or disconnection of existing connections	Text needs to clarify applicability of LC4B.
SSE271	OAD	B	2.2.4		The reference to "other Party" in the first line needs to make clear that you would only give notice to a Party where it will have an impact on that Party.	Accept	As proposed

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MGN010	OAD	B	2.2.4		Insert in [ ] six months or other shorter period where agreed and only limited to those works which affect the other party	Accept. However, on review, we believe that a 12 months period would better reflect actual timescales associated with substantial modifications to the connection facilities. Timescales for minor modifications would typically be significantly less than this and would be agreed on case by case basis.	Include 12 months unless shorter period agreed.	
UU060	OAD	B	2.2.4		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.	Accept. However, on review, we believe that a 12 months period would better reflect actual timescales associated with substantial modifications to the connection facilities. Timescales for minor modifications would typically be significantly less than this and would be agreed on case by case basis.	Include 12 months unless shorter period agreed.	
MGN011	OAD	B	2.2.6		Remove as redundant	Accept	Delete clause.	
UU061	OAD	B	2.2.6		We were not really sure what this paragraph was trying to do.	Accept	Delete clause.	
SSE272	OAD	B	2.4.1		The requirement not to allow any other person to interfere is too onerous. We suggest the wording be modified e.g. to "nor knowingly allow any other person to interfere".	Accept	As proposed	
MGN012	OAD	B	2.4.1		Insert "knowingly" after nor	Accept	As proposed.	
UU062	OAD	B	2.4.1		We cannot accept an absolute obligation not to allow any other person to interfere. Please either delete or add "knowingly" before "allow".	Accept	As proposed.	
UU063	OAD	B	2.4.2		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.	Accept	Insert new clause to clarify notification in such circumstances	
SSE273	OAD	B	2.4.2		The Party taking action should be required, where possible to notify the other Party.	Accept	Insert new clause to clarify required notifications	
SSE274	OAD	B	3.1.4		This repeats provisions in 3.1.5. This should be deleted.	Accept	As proposed	
UU064	OAD	B	3.1.4 and 3.1.5		These paragraphs appear to duplicate each other	Accept	Delete 3.1.4	
SSE331	OAD	B	3.1.5		We are not clear that it is necessary for the Site Owner to require the consent of the Site Users before selling or disposing of any part of the Offtake Site on which Co-located Connection Facilities are located. Concerns should be addressed under the lease rights.	Reject. Such issues may be addressed in lease rights, but we consider that it is appropriate to clarify the arrangement in the OAD for the benefits of all Parties. This could be clarified in the text.	New clause in section 1.1 to clarify that provisions in Section B without prejudice to any agreement, lease, easement, wayleaves or other right granted.	
UU065	OAD	B	3.5.1(c)		"remove" should read "removing"	Accept	As proposed.	
SSE332	OAD	B	3.5.1(c)		The Party should only be required to bear / reimburse costs reasonably incurred.	Accept	As proposed. Also new clause to be inserted to clarify timescales for site user to remove it facilities without incurring costs and 6 months to be deleted from 3.5.1 a	
SSE333	OAD	B	3.5.1(d)		This should be amended such that the Site Owner can recharge the Site User for costs incurred in removing Co-located Connection Facilities where the Site User fails to remove them.	Accept	As proposed. Also new clause to be inserted to clarify timescales for site user to remove its facilities without incurring costs and 6 months to be deleted from 3.5.1 a	

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MGN070	OAD	B	3.5.1(d)		We suggest that in the event the Site User fails to remove its facilities and the facilities are removed by the Site Owner on the occasion described then the Site User should be required to reimburse the Site Owner for the costs incurred in carrying out the removal activities.	Accept	New clause to be inserted to clarify timescales for site user to remove its facilities without incurring costs and 6 months to be deleted from 3.5.1 a
UU500	OAD	B	3.5.1(d)		Costs associated with removing co-located connection facilities should be borne by the party owning such equipment. If the owner (site user) does not remove such equipment then the site owner should be entitled to remove such facilities and recover any costs associated with removal and disposal from the site user.	Reject. We consider it appropriate that where the Site Owner wishes to decommission the Offtake that the site owner pays for removal costs of Site User's facilities, except where site user does not remove its facilities in a reasonable timescale  Accept.	New clause to be inserted to clarify timescales for site user to remove its facilities without incurring costs and 6 months to be deleted from 3.5.1 a  As proposed.
SSE275	OAD	B	3.7.1		This needs to make clear that the right to install, operate maintain etc is only in accordance with the provisions of this document.	Accept	As proposed
UU066	OAD	B	3.7.1		Please insert after second "Site user" the words "in accordance with the provisions of this Document".	Accept	As proposed
SSE277	OAD	B	3.7.2 and 3.7.3		We believe this could be removed and provided for under paragraph 6.	Accept	As proposed
MGN014	OAD	B	3.7.2 and 3.7.3		Remove and rely on 6.2.1	Accept	As proposed
UU067	OAD	B	3.7.2 and 3.7.3		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.	Accept	Remove duplication between 3.7 and 6.2. New clause to be inserted in 3.6 to clarify Site Users obligations to leave site in safe and reasonable condition
SSE276	OAD	B	3.7.2(a)(i)		We believe the Party gaining access should be required to give prior notice. This is essential for site safety and security.	Accept	Remove duplication between 3.7 and 6.2 clarifying that prior notice should be provided.
SSE278	OAD	B	3.9.1		We assume this applies to NTS/LDZ Offtakes only.	Accept	Clarify that for NTS/LDZ offtakes only.
SSE279	OAD	B	3.9.2(b)		The square brackets need to come out.	Accept	As proposed
MGN015	OAD	B	4.1.1		Insert "should not unreasonably withhold" in the brackets	Reject. This is already covered by B4.2.1 b	No change.
UU068	OAD	B	4.1.1		The consent referred to here should not be unreasonably withheld.	Reject. This is already covered by B4.2.1 b	No change.
UU501	OAD	B	4.1.4(c)		We are concerned at the authority given to Transco in this clause. It is our view that an absolute right of disconnection should be limited solely to safety reasons, and that any other reason is insufficient to disconnect connection facilities.	Accept	As proposed
SSE335	OAD	B	4.1.4(c)		Drafting doesn't quite reflect Business Rules. Disconnection should only be used as a last resort and only for safety reasons. This needs to be clearer. The words "in any event" at the beginning of the paragraph should be deleted.	Accept	As proposed.
MGN071	OAD	B	4.1.4(c)(i)		We suggest that this clause should be deleted and only to rely on (ii) to provide for that disconnection can only occur in the event that safety is materially and adversely compromised.	Accept	As proposed
SSE280	OAD	B	4.2.1		This should provide for a notice period similar to that provided under 2.2.4.	Accept	As proposed
UU069	OAD	B	4.2.1		We believe that a minimum length of notice should be given here.	Accept	Link to B2.2.4 to be inserted.
MGN016	OAD	B	4.2.1(a)		Link in with 2.2.4 as per notice period	Accept	As proposed

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SSE281	OAD	B	5.2.3		Is the use of "bare licensee" appropriate?	Yes	Remove brackets.
SSE336	OAD	B	Annex B-2		We note the reference to Gas Services. We need to ensure this doesn't conflict with gas supply licence requirements.	We have now reviewed all offtakes and can confirm that there are no required gas services.	Delete Gas Services from Annex B-2.
UU070	OAD	C	2.3.1(c) and (d)		"Transportation Document" should read "Transportation Principal Document". (NB 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"	Accept	As proposed
SSE282	OAD	C	2.3.6 and 2.4		We would appreciate clarification of the role of Transco NTS as the NEC. What functions are they required to perform? E.g. Is Transco NTS performing functions under 2.3.6 in its capacity as NEC? Similarly 2.4 suggests Transco NTS will from time to time plan, determine and notify each Party of exercises, tests and measures to be taken to test consistency and co-ordination of Emergency Procedures and testing application and implementation.	We recognise that the roles of Transco NTS and the NEC could be clearer within Section C and will seek to clarify. It may help to point out that the role of the NEC is set out in GS(M)R schedule 2. DN's GT Safety Case section 18 requires co-operation with the NEC in the management of gas supply emergencies.	Clarify roles on Transco NTS and NEC
SSE283	OAD	C	2.4.1		"Other measures" needs to be clarified.	Accept	Clarify as per Emergency Procedures
UU071	OAD	C	2.4.1		What are the "other measures" referred to here?	Accept	Clarify as per Emergency Procedures
SSE284	OAD	C	2.6.2		Is it appropriate to include LDZ/LDZ offtakes?	Accept	As proposed
SSE285	OAD	C	2.6.2 and 2.6.3		We wonder whether provisions are entirely necessary as the GSMR already set out any duty to co-operate. We believe these sections could be streamlined.	It is recognised that certain provisions in this section are there to clarify the arrangements as GS(M)R already sets out the obligations	Note which provisions are included for clarity as opposed to obligations which already exist in GSMR
MGN017	OAD	C	2.6.2(c)		Include LDZ/LDZ offtakes	Accept	As proposed
UU072	OAD	C	2.7.3		The DN should be told in advance where possible if Transco is going to operate the block valve.	Accept	As proposed
SSE286	OAD	C	2.7.3		What is meant by "or for other safety reasons"? We suggest the bit in square brackets be deleted.	Accept.	As proposed
SSE287	OAD	C	2.7.3		What is meant by "as it may think fit". As stated above, every effort should be made to consult the DNO.	We accept that every effort should be made to consult the DNO.	Clarify that Transco NTS must consult DNO.
SSE288	OAD	D	1.4		We note the permitted ranges are intended for illustration only and are best practice targets. Actual permitted ranges will be recorded in the Supplemental Agreement.	We can confirm this to be correct.	No change.
SSE289	OAD	D	1.4.4		The end of this paragraph doesn't quite make sense. A bracket(and possibly some words are missing at the end.	Accept	Brackets to be corrected,
MGN018	OAD	D	1.5.1(b)(ii)		Make reference to the upstream Party as the Party making such determination	Accept	As proposed
SSE290	OAD	D	1.5.1(b)(ii)		It needs to be clear who will determine.	Accept	Clarify determination in reasonable opinion of upstream party.
MGN019	OAD	D	2.2.1(a)		Delete reference to GSMR as not relevant	Accept	Delete reference to GS(M)R
UU073	OAD	D	2.2.1(a)		We do not see the relevance of the reference to GSMR	Accept	Delete reference to GS(M)R
SSE291	OAD	D	2.2.1(a)		This refers to the Gas Safety Management Regulations 1996. We do not believe this is appropriate.	Accept	Delete reference to GS(M)R
SSE292	OAD	D	3.2.3		We do not believe this provision is necessary. We suggest it be deleted.	Accept	As proposed
MGN020	OAD	D	3.3.1		Insert text to require upstream Party to give reasons for the request	Accept	As proposed
UU074	OAD	D	3.3.1		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.	Accept	As proposed
SSE293	OAD	D	3.3.1 and 3.3.5 and 3.3.6		A measure of reasonableness is required in terms of the circumstances under which the upstream Party can request a validation and the timescales. We also believe that in some cases it might not be necessary to cease the flow of gas entirely. In some cases would it not be sufficient to reduce the flow of gas?	Accept	As proposed
MGN021	OAD	D	3.3.5		Allow for reduction in flow where cessation is unsafe	Accept	As proposed

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UU075	OAD	D	3.3.5		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.	Accept	As proposed
UU076	OAD	D	3.3.6		In the table last heading should read "LDZ/LDZ Offtake"	Accept	As proposed
SSE294	OAD	D	3.4.1(d)		This can be removed.	Accept	As proposed
SSE295	OAD	D	3.5.1		I think "accurately within the Permitted Range" can come out of square brackets.	Accept	As proposed
SSE296	OAD	D	4.2.1(a)		"Daly" in the 3rd line should be "daily".	Accept	As proposed
UU077	OAD	D	4.2.2(b)(iii)		Again we think this should allow for a reduction rather than complete cessation of flow.	We consider that the drafting already permits this.	No change.
UU078	OAD	D	7.1.5(a)		"immediately" should read "immediate"	Accept	As proposed
SSE297	OAD	D	Annex D-1		As above, we understand they are best practice targets and site specific details will be recorded in the Supplemental Agreements.	This is correct.	No change.
SSE301	OAD	E	3.2		This needs to be redrafted to make it clear that Transco NTS will pay for NTS telemetry equipment in the event that it needs to be installed.	Accept.	Payment to be clarified in E3.2.1 c
SSE304	OAD	E	2.1(a)		It is not clear what the targets are measured against. This needs to be clearer.	Reference unclear.	No change.
UU079	OAD	E	2.1.6		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.	Accept	As proposed
UU081	OAD	E	2.3.2		The co-operation obligation should be a mutual one as both parties facilities are being tested.	This is not required here due to the context. It is Transco NTS who need the co-operation of the DN to install NTS Telemetry Equipment.	No change.
UU080	OAD	E	2.3.4		We do not understand the need for this paragraph.	Accept	Delete E2.3.4
SSE298	OAD	E	2.3.4		We do not believe this is required.	Accept	Delete E2.3.4
UU082	OAD	E	2.3.5		This paragraph should make clear that this is at Transco's cost.	Accept	Clarify this is at Transco NTS cost
SSE299	OAD	E	2.3.5		It should be clear that Transco NTS will pay for NTS Telemetry Equipment.	Accept	Clarify this is at Transco NTS cost
MGN022	OAD	E	2.3.5		Insert "at its own cost" after first NTS	Accept	As proposed
SSE300	OAD	E	2.5.2(d)		It needs to be clear that where NTS equipment has failed or is failing to function properly, Transco NTS is obliged to take action.	Accept.	New clause to be inserted to clarify that DNO shall not be required to take steps under 2.5.3 if Transco NTS does not act as RPO to rectify its equipment faults.
MGN023	OAD	E	2.5.3		Should include reference to NTS responsibility for NTS facilities in the event that they fail	Accept.	New clause to be inserted to clarify that DNO shall not be required to take steps under 2.5.3 if Transco NTS does not act as RPO to rectify its equipment faults.
UU083	OAD	E	2.5.3		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.	Accept.	New clause to be inserted to clarify that DNO shall not be required to take steps under 2.5.3 if Transco NTS does not act as RPO to rectify its equipment faults.
SSE302	OAD	E	3.2.1(d)		Text needs to make clear that there should be mutual co-operation.	Accept.	As proposed
MGN024	OAD	E	3.2.1(d)		Insert words to give the effect of mutual co-operation in the commissioning and testing	Accept.	As proposed
UU084	OAD	E	3.2.1(d)		The co-operation obligation should be mutual as both parties facilities are being tested. Also the word "Offtake" should read "Connection".	Accept.	As proposed
SSE303	OAD	E	3.2.2		Transco NTS should pay.	Accept.	Payment to be clarified in E3.2.1 c
UU085	OAD	E	3.2.2		The DNO should not be expected to bear the costs of Transco's telemetry equipment.	Accept.	Payment to be clarified in E3.2.1 c

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SSE305	OAD	E	Annex E-2 and E-3		They are both very technical and perhaps not appropriate for this document. Further consideration should be given to whether such detail is best captured elsewhere.	Accept. We propose that the Annexes provide principles of telemetry requirements with detail in the Communications Document	High level principles are required in Annexes E2 & E3.
MGN025	OAD	E	Annex E-2 and E-3		Probably better dealt with in the Communications Document	Accept. We propose that the detail in the Annexes are moved to the Offtake Communications Document with high level principles included within the Annexes.	High level principles are required in Annexes E2 & E3.
UU086	OAD	E	Annexes		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.	Accept. We propose that the detail in the Annexes are moved to the Offtake Communications Document with high level principles included within the Annexes.	High level principles are required in Annexes E2 & E3.
UU088	OAD	F	2.3		We found the drafting in particular in F2.3.4 difficult to follow. Is it possible to simplify this?	Accept	Clarifications to legal text drafting required.
SSE337	OAD	F	2.4		We do not believe this clause is necessary. Transporters have sufficient incentives and obligations to ensure they maintain equipment and minimise CV Shrinkage. Given that there will be no change in equipment, management or reporting practices as a result of the sale there should be no impact on CV Shrinkage. Furthermore, given daily reporting requirements, there should be sufficient transparency such that should any problem or deterioration occur in future, it should be visible and appropriate action could be taken at that point.	Accept. Although the DN will own and have full control over the CV Measurement Equipment, we accept that incentives exist on the DN for current performance levels to be maintained and that there should therefore not be increased CV Shrinkage levels. However as proposed, we will monitor such levels and if there is any indication of potential adverse performance, we will consider raising a Modification Proposal to reintroduce this provision to increase DN incentives.	Clause F2.4 to be deleted.
MGN072	OAD	F	2.4		We do not believe that CV Shrinkage liabilities should be borne by DNOs for the following reasons: - we have a common interest in minimising CV shrinkage as highlighted in 2.2.1. DNOs are already incentivised via the volume component of the relevant DN price controls to ensure CVs are maintained. - Under 2.2.2, in any event we will endeavour to assist in the minimisation of CV shrinkage - Under our obligations to act as a RPO we will be required to ensure that the equipment operates to the required standards - The Regulations require that we attend to failing apparatus as referred to in 2.1.1 (b)	Accept. Although the DN will own and have full control over the CV Measurement Equipment, we accept that incentives exist on the DN for current performance levels to be maintained and that there should therefore not be increased CV Shrinkage levels. However, we will monitor such levels and if there is any indication of potential adverse performance, we will consider raising a Modification Proposal to reintroduce this provision to increase DN incentives.	Clause F2.4 to be deleted.

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UU502	OAD	F	2.4		We do not agree with the liability provision requiring a DNO to compensate Transco NTS for C.V. shrinkage. We would point out that it is not in the DNO's interest to fail to install, operate or maintain equipment. Notwithstanding this, we believe that the drafted proposals are inconsistent with current arrangements. We would request that this area be considered for exclusion from the OAD arrangements, as its intent is self-governing as DNOs and NTS have a common interest in minimising C.V. shrinkage.	Accept. Although the DN will own and have full control over the CV Measurement Equipment, we accept that incentives exist on the DN for current performance levels to be maintained and that there should therefore not be increased CV Shrinkage levels. However, we will monitor such levels and if there is any indication of potential adverse performance, we will consider raising a Modification Proposal to reintroduce this provision to increase DN incentives.	Clause F2.4 to be deleted.
SSE307	OAD	F	4.3		The 6 months notice required before implementing a change may be unnecessary in some cases. If the change can be incorporated within a shorter period by mutual consent, provisions should allow for this. The Business Rules provided for Transco NTS to publish daily CVs on the Transco web site. There is no mention of this in the OAD. This should be provided for under this Section F.	Accept.	Insert ability to agree shorter period.
MGN026	OAD	F	2.2.2		Insert "may" in place of "will" and "will endeavour to" after second "DNO"	Accept.	As proposed
SSE306	OAD	F	2.2.2		This seems unnecessarily onerous. The last line should be modified such that "the DNO will endeavour to take account of such guidance".	Accept.	As proposed
UU087	OAD	F	2.2.2		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.	Noted.	Drafting revised.
MGN027	OAD	F	2.3.4(c)		Delete square bracket text	Accept.	As proposed
MGN028	OAD	F	4.1.5		Remove "whether negligent or otherwise"	Accept.	Delete "whether negligent or otherwise".
UU089	OAD	F	4.1.5		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.	Accept.	Delete "whether negligent or otherwise".
SSE338	OAD	F	4.1.5		The OAD recognised that initially Transco will be required to undertake the determination of daily CVs on the DNO's behalf. However Transco NTS is not held liable for delivering this data, even when negligent. We suggest this wording should be modified. The Business Rules provided for Transco NTS to publish daily CVs on the Transco web site. There is no mention of this in the OAD. This should be provided for under this Section	Accept.	Delete "whether negligent or otherwise". Insert new clause clarifying CV data communications to the relevant DN.
MGN029	OAD	F	4.3.1		Consistent with other notice periods in the OAD allow for another period if agreed by the Parties	Accept.	Insert ability to agree shorter period.
UU090	OAD	F	4.3.1		6 months notice seems excessive. Transco should incorporate a change sooner if this can be accommodated.	Accept.	Insert ability to agree shorter period.
MGN031	OAD	G	2.3		Amend drafting to reflect co-operation between Parties	Accept	As proposed
MGN030	OAD	G	1.2.1		Clarify that a Relevant Maintenance Day can be more than one maintenance category as referred to in this clause	Accept	New clause to be inserted to clarify that Relevant Maintenance can be one or more maintenance categories.
UU092	OAD	G	1.2.1		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.	Accept	New clause to be inserted to clarify that Relevant Maintenance can be one or more maintenance categories.
UU093	OAD	G	1.4.1 and 1.5.1		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed
SSE339	OAD	G	2.2.4		This states that the planning Party shall not be obliged to modify its draft Maintenance Programme to reflect the comments or requests of the affected Party. This is not appropriate. This should refer to the final and updated Maintenance Programmes and should provide for DN maintenance or comments to be taken into account and reflected where possible.	Accept	As proposed

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SSE308	OAD	G	2.2.5		Reference to 2.2.2(s) should be 2.2.2(a)	Accept	As proposed
UU094	OAD	G	2.3.2		Consistent with our general comment on this section, this paragraph should be deleted.	Accept	2.3.2 to be deleted.
SSE340	OAD	G	2.3.2		This states that nothing in the document requires Transco NTS to take account of any DNO's proposals or reflect such DNO's Maintenance Programmes. This section needs to be modified as above to ensure a more balanced approach is adopted and as far as possible Parties co-operate and co-ordinate maintenance programmes to ensure minimum disruption to customers.	Accept. It should be clarified that each Party should take account of the other Party's maintenance where possible.	As proposed
UU095	OAD	G	2.4.2		There needs to be more than 5 days notice of a revision to Planned Maintenance in order to tie in with TPD Section L	Accept	2.4.2 Change five to thirty days. Add new clause 2.4.4 clarifying link to TPD Section L
SSE309	OAD	G	2.4.2(a)		Reference to 5 Business Days is inconsistent with TPD provisions / requirements e.g. to provide 30 days notice. This section needs to be amended to ensure a DNO is able to meet TPD provisions.	Accept	2.4.2 Change five to thirty days. Add new clause 2.4.4 clarifying link to TPD Section L
MGN032	OAD	G	2.4.2(a)		Change five to thirty to ensure it is consistent with TPD obligations	Accept	2.4.2 Change five to thirty days. Add new clause 2.4.4 clarifying link to TPD Section L
SSE341	OAD	G	2.5.4		This needs to make it clear that there is a maximum number of days per offtake. We believe 18 should be sufficient.	Accept. We believe that 8 days per offtake with 10 of such days being able to moved around offtake for an LDZ would more closely reflect current required levels.	G2.5.4 Limit 8 days per offtake, but with 10 of these days to be moveable around offtakes for an LDZ.
MGN073	OAD	G	2.5.4		We believe that the flexibility maintained by NTS with regards the determination of Flow Relevant Maintenance Days at each offtake is excessive. We do not believe it reflects NTS requirements and could have significant effects on DN operations in the event that the maintenance allowance is targeted at a limited number of NTS/DN offtakes. We propose that the number of permitted Flow Relevant Maintenance Days should be capped at 8 per offtake, with a possibility of exchanging a limited number of days between offtakes, subject to a cap [10 additional days].	Accept. We believe that 8 days per offtake with 10 of such days being able to moved around offtake for an LDZ would more closely reflect current required levels.	G2.5.4 Limit 8 days per offtake, but with 10 of these days to be moveable around offtakes for an LDZ.
UU503	OAD	G	2.5.4		Whilst recognising the requirement for Transco NTS to specify a maximum number of Flow Relevant Maintenance Days within an LDZ, the current drafting needs consideration to ensure individual or a limited number of offtakes do not take a disproportionate number of the allowable days. Our view is that the overall number of days (8 x no of offtakes) is acceptable but that a ceiling should be placed on the maximum number of days per offtake allowable. A ceiling of 16-18 days should suffice.	Accept. We believe that 8 days per offtake with 10 of such days being able to moved around offtake for an LDZ would more closely reflect current required levels.	G2.5.4 Limit 8 days per offtake, but with 10 of these days to be moveable around offtakes for an LDZ.
SSE310	OAD	G	2.6.2(d)		This is unnecessary. This should be deleted.	Accept	Delete 2.6.2 d
MGN033	OAD	G	2.6.2(d)		Delete as not necessary	Accept	Delete 2.6.2 d
UU096	OAD	G	2.6.2(d)		We do not think that it is appropriate to be reporting on compliance with the Document. This paragraph should be deleted.	Accept	Delete 2.6.2 d
SSE311	OAD	G	3.3.4		This is unnecessary and should be deleted.	Accept. Both parties should co-operate to ensure postponements are mitigated where possible and any resulting impacts minimised. This should affect both parties equally. However in the event that this is not the case, we would consider raising a Modification Proposal to introduce such a provision.	Delete 3.3.4

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MGN074	OAD	G	3.3.4		We believe that this clause should be deleted. The ability of each Party to postpone maintenance is equally balanced permitting either Party to request postponement of maintenance in accordance with the provisions of para 3.3. We consider that the reasonable opinion requirement and the co-operative nature of the clause remove the need for cost reimbursements.	Accept. Both parties should co-operate to ensure postponements are mitigated where possible and any resulting impacts minimised. This should affect both parties equally. However in the event that this is not the case, we would consider raising a Modification Proposal to introduce such a provision.	Delete 3.3.4
SSE342	OAD	G	Annex G-2		This needs to reflect the fact that Transco NTS will have entered in to discussion with all Parties and Users before the first draft is issued, and as far as possible requirements will have been incorporated in the first draft. This should make it easier for the DNO to turnaround its draft within the 1 month provided.	Accept	Annex G-2 to be amended as proposed
MGN034	OAD	G	Annex G-2		Modify to identify co-operative process prior to the provision of drafts	Accept	As proposed.
UU091	OAD	G	general comment		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.	Accept.	As proposed
MGN036	OAD	I	2.5		Change 60% to 50% to reflect linepack capability. Insert text to require NTS to provide notice on D-1	Accept	I2.5.1 to clarify that the demand forecast is the 13:00 D-1 forecast and that 60% be reduced to 50%. Notice to be given to DNO by 17:00 D-1.
SSE343	OAD	I	2.5		This sets out that where LDZ demand for any day is forecast to be less than 60% of 1 in 20 peak day demand, Transco NTS may give notice to the DNO requiring it to operate the LDZ flat. We believe a figure of 50% may be more consistent. This should be in accordance with current planning and operating arrangements. It should also be clear that this is based on the day ahead forecast.	Accept	I2.5.1 to clarify that the demand forecast is the 13:00 D-1 forecast and that 60% be reduced to 50%. Notice to be given to DNO by 17:00 D-1.
UU099	OAD	I	3.2		We had understood that ramp rates were not required in which case this paragraph can be deleted.	Accept	Delete I3.2.2 and 3.2.3
MGN037	OAD	I	4.2		In general this needs to accommodate demand forecast errors	Accept. This section is seeking to codify current operational practice. This will involve the DN including a tolerance on any decrease in the pressure from the initial Assured Pressure to accommodate changes in conditions during the gas day so as not to place the DN at risk of not being able to meet its requirements.	Clarify that the DN is able to factor in an allowance to any agreed reduction in the Assured Pressure to cater for risk of demand forecasting errors and other events that may impact its pressure requirements.
UU100	OAD	I	4.2		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.	Accept. This section is seeking to codify current operational practice. This will involve the DN including a tolerance on any decrease in the pressure from the initial Assured Pressure to accommodate changes in conditions during the gas day so as not to place the DN at risk of not being able to meet its requirements.	Clarify that the DN is able to factor in an allowance to any agreed reduction in the Assured Pressure to cater for risk of demand forecasting errors and other events that may impact its pressure requirements.

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SSE314	OAD	I	4.2		We believe the use of the word "materially" is too onerous. We also assume provisions only apply at the D-1 stage.	This section is seeking to codify current operational practice. This will involve the DN including a tolerance on any decrease in the pressure from the initial Assured Pressure to accommodate changes in conditions during the gas day so as not to place the DN at risk of not being able to meet its requirements. We would therefore argue that the provisions in 14.2.6 for DNs to accept requests by Transco NTS for reduced 0600 pressures are appropriate.  Revisions to the end of day 0600 pressure are allowed upto 24:00 on the gas day.	Clarify that the DN is able to factor in an allowance to any agreed reduction in the Assured Pressure to cater for risk of demand forecasting errors and other events that may impact its pressure requirements.	
SSE312	OAD	I	2.1.3		This states that the rate of offtake set out in the OPN shall be constant for each hour. It should say "shall be constant within each hour".	Accept	Drafting to clarify that the rates in the OPN are to specify flows within each hour.	
MGN035	OAD	I	2.1.3		Needs to reflect that OPNs can be profiled during the day, but not within the hour to be consistent with TPD	Accept	Drafting to clarify that the rates in the OPN are to specify flows within each hour.	
UU097	OAD	I	2.1.3		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.	Accept	Drafting to clarify that the rates in the OPN are to specify flows within each hour.	
UU098	OAD	I	2.3.2(c)		The reference to (a) should be to (b)	Accept.	As proposed	
UU504	OAD	I	2.5.1		The proposed low demand LDZ value of 60% of 1-in-20 peak day is in our view inappropriate. A value no higher than 50% would be more consistent with the actual requirements of Transco NTS and DNO's. Also we would like to have a firm time at which Transco have to decide whether this provision is being triggered or not.	Accept	12.5.1 to clarify that the demand forecast is the 13:00 D-1 forecast and that 60% be reduced to 50%. Notice to be given to DNO by 17:00 D-1.	
SSE313	OAD	I	3.2.2 and 3.2.3		This should be deleted. Any restrictions in relation to rate of change should be set out in the relevant Supplemental Agreement.	Accept. If ramp rates are required, they will be stated in the Supplemental Agreement.	Delete 3.2.2 and 3.2.3	
UU101	OAD	I	4.2.6		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed	
SSE344	OAD	I	4.3.4		We believe this is unnecessarily prescriptive. As an alternative to the fixed linear within day pressure profile this should provide for Transco NTS and the DNO to agree an alternative profile in accordance with current planning and operation arrangements. We believe this should provide for greater efficiency on both networks.	Accept.	The drafting will be amended to provide the facility for a DN to request a different within day pressure profile to replace the linearity where such a profile is required and can be provided by the NTS.	
UU102	OAD	I	5.1.1		"in an instruction" should read "an instruction"	Accept	As proposed	
SSE315	OAD	I	6.1.1(b)		The word reasonably should be inserted to read " at any other time at which Transco NTS may reasonably....require".	Accept	Clarify that Transco NTS will make request for updated demand forecasts as reasonably required	
MGN038	OAD	I	6.1.1(b)		Provide for a reasonableness test	Accept	Clarify that Transco NTS will make request for updated demand forecasts as reasonably required	

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UU103	OAD	I	6.1.1(b)		There needs to be an element of reasonableness on Transco's part.	Accept	Clarify that Transco NTS will make request for updated demand forecasts as reasonably required
SSE316	OAD	I	6.1.2		We are unclear why Transco NTS needs access to LDZ stock information.	Accept. We consider that we do not need the prevailing LDZ Stock Change data, but we will need end of day stock information for the NDM Allocation algorithm. This will be captured in the Offtake Communications Document	Delete 6.1.2
MGN039	OAD	I	6.1.2		Clarification – can Transco confirm whether a separate statement of the prevailing LDZ stock change is necessary? We would prefer to provide an aggregate demand forecast incorporating the stock component	Accept. We consider that we do not need the prevailing LDZ Stock Change data, but we will need end of day stock information for the NDM Allocation algorithm. This will be captured in the Offtake Communications Document	Delete 6.1.2
UU104	OAD	I	6.1.2		We do not believe that Transco should have access to LDZ stock information	Accept. We consider that we do not need the prevailing LDZ Stock Change data, but we will need end of day stock information for the NDM Allocation algorithm. This will be captured in the Offtake Communications Document	Delete 6.1.2
SSE317	OAD	I	6.4.1		This is too vague. As the paragraph states, this is provided for in Section C2 and is therefore not needed here. This paragraph should be deleted.	Reject. The use of the block valves under emergencies will be specified in section C. However we consider it helpful to also clarify how the use of the block valves may impact operational flows in section I.	No change.
UU105	OAD	I	6.4.1		Transco's operation of block valves is covered elsewhere and does not need to be mentioned here.	Reject. The use of the block valves under emergencies will be specified in section C. However we consider it helpful to also clarify how the use of the block valves may impact operational flows in section I.	No change.
UU106	OAD	J	1.2.2		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed
UU107	OAD	J	1.3.2		Delete "from" in the 1st line	Accept	As proposed
UU108	OAD	J	2.2.3(a)		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed
UU109	OAD	J	2.4.2		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed
UU110	OAD	J	4.1.1(d)		"2.3.1(n)(ii)" should read "2.3.1(b)(ii)"	Accept	As proposed
SSE318	OAD	K	1.2.1		This section doesn't make sense at it stands. The intent is there but it needs some minor modification. References are also incomplete.	Accept	References to be corrected.
UU111	OAD	K	3.3.1		"an" in first line should read "a". Also insert "in" before "respect" on 3rd line.	Accept	As proposed
UU112	OAD	K	3.3.3		Delete "give"	Accept	As proposed
SSE319	OAD	K	4.1.2		This refers to 4.1.2. I think it should refer to 4.1.1.	Accept	References to be corrected.
SSE320	OAD	K	4.2.1		The word "which" should be inserted after "for" in the first line.	Accept	As proposed
UU113	OAD	L	2.2.3		"Transportation Document" should read "Transportation Principal Document"	Accept	As proposed

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SSE321	OAD	L	2.2.4		The reference to Condition 4B Statement needs to be explained.	Accept. LC4B contains principles regarding the charging for new connections, and modification of or disconnection of existing connections	Text needs to clarify applicability of LC4B.
UU114	OAD	L	2.2.4		We do not see the relevance of the reference to the Condition 4B statement in respect of existing offtakes	Accept. LC4B contains principles regarding the charging for new connections, and modification of or disconnection of existing connections	Text needs to clarify applicability of LC4B.
SSE322	OAD	L	2.2.7		The bit in square brackets at the end needs to come out.	Accept	As proposed
SSE323	OAD	L	3.1.1		I think the second reference to "payee" should be "payor".	Accept	To be reflected in final drafting.
SSE324	OAD	L	3.7.5		This sets out a period by which the Parties if unable to resolve a dispute can refer a matter to an Expert for determination. There is no timescale set out in the square brackets.	Noted. We propose 30 days.	Timescale to be 30 days.
SSE325	OAD	M	2.1.2		This section refers to the Offtake Communications Document. This is the document where all the information flows required to allow the Parties to operate will be set out. We look forward to receiving the document. We need to ensure all requirements are met. We believe it is important that information is specified at a process level. We have previously highlighted the importance access to nominations. TPD now sets out that Transco NTS will provide such information in accordance with the OAD. However the OAD does not specifically make reference to this. This information is required for operational purposes and to ensure compliance with the TPD. We would expect to see requirements captured in the Offtake Communications Document.	The Offtake Communications Document will primarily capture existing information flows between Transco NTS and DNs. We recognise that there may be additional information that DNs may require as a result of the separation. However we consider that such information should only be provided where necessary considering the cost impacts.	TPD C1.1.7 to be deleted as it refers to Transporter-Transporter information flows and a provision to be included in OAD to clarify that Transco NTS will provide relevant information to DNs as necessary to ensure they have sufficient information to operate their systems in a safe and efficient manner.
UU115	OAD	M	general comment		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 DNsReferences throughout to "Transportation Document" should read "Transportation Principal Document"	The Offtake Communications Document will primarily capture existing information flows between Transco NTS and DNs. We recognise that there may be additional information that DNs may require as a result of the separation. However we consider that such information should only be provided where necessary considering the cost impacts.	TPD C1.1.7 to be deleted as it refers to Transporter-Transporter information flows and a provision to be included in OAD to clarify that Transco NTS will provide relevant information to DNs as necessary to ensure they have sufficient information to operate their systems in a safe and efficient manner.
SSE345	OAD	N	1		There are several paragraphs which set out duties which fall to the Offtake Committee. We believe it may be more appropriate that some of these be discharged through the Joint Office. This may need further consideration	Accept. This could include the potential for the Joint Office to chair the Offtake Committee.	Include flexibility for Parties to agree that Joint Office chairs the Offtake Committee.
SSE326	OAD	N	1.2		This sets out the Subsidiary Documents. We look forward to receiving and reviewing these documents as soon as possible.	Noted.	No change.
SSE329	OAD	N	5.3		The bit in square brackets needs to be removed.	Accept	As proposed
UU117	OAD	N	7		We are still awaiting feedback from our insurers on these provisions.	Noted. We have confirmed with our insurers that these provisions are acceptable.	No change.
SSE327	OAD	N	3.3.1(b)		A timescale should be inserted for the Upstream Party to prepare the draft of the Supplemental Agreement. We suggest 10 Business Days.	Accept.	Clarify timescales for preparation of Supplemental under 3.3.1(b) to be 10 business days after receiving requested information.
MGN040	OAD	N	3.3.1(b)		Timescale needs to be provided	Accept.	Clarify timescales for preparation of Supplemental under 3.3.1(b) to be 10 business days after receiving requested information.

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SSE328	OAD	N	5.2.1(b)		We do not believe it is necessary to specify this. This option is always open to all Parties.	Accept	As proposed
UU116	OAD	N	6.2.1		Parties should be allowed to disclose confidential information to contractors as well as to employees.	Accept	As proposed
MGN041	OAD	N	7.1.1(c)		We are reviewing this clause with our insurers and will comment, if appropriate as soon as we are able	Noted. We have confirmed with our insurers that these provisions are acceptable.	No change.
SSE330	OAD	N	7.2.1		This should be without prejudice to cross indemnities in 7.1.	Accept that this should be clear that cross-indemnities not affected.	Clarify that 7.2.1 is without prejudice to other 7.1.2 and 7.1.3.
UU118	OAD	N	7.2.1		This provision is unnecessary. If it stands then it should be clear that the cross indemnities are not affected.	Accept that this should be clear that cross-indemnities not affected.	Clarify that 7.2.1 is without prejudice to other 7.1.2 and 7.1.3.
UU119	OAD	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.	Accept.	Delete 4.1.