

UNC Response File (Mod Rules)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to Mod Rules
SSE161	Mod Rules	1.2			should be 'does' rather than 'do'.	Accepted	Reflected in revised drafting
UU120	Mod Rules	1.2			"does" should read "do"	Accepted	Reflected in revised drafting
SSE165	Mod Rules	2.1			Urgent Modification Proposal - remove square brackets around '9'.	Accepted	Reflected in revised drafting
SGD010	Mod Rules	2.1			"Condition" – the difference between a Transporter's Licence and the Transporter's Licence is not obvious. It is assumed that the former is about the licence held by each transporter and the latter the licence shared by all? Or drafting needs changing.	Clause has been deleted.	Reflected in revised drafting
SSE162	Mod Rules	2.1			Condition delete words 'the licence conditions of ' at end of the first line.	Accepted	Reflected in revised drafting
SSE163	Mod Rules	2.1			Non Code Party - add an 'a' after the second 'Modification Proposal'.	Accepted	Reflected in revised drafting
SSE164	Mod Rules	2.1			Subject Matter Expert - add 'of a given Modification Proposal' at the end.	SMEs are not added to the SME register on the basis of a modification proposal, and hence this suggested change is not considered necessary. The provision with respect to a specific Modification Proposal is covered through the definition of Relevant SME.	No change
EON010	Mod Rules	2.1			Definition of Independent Suppliers' Representative, Independent Transporters' representative and Terminal Operators' Representative – neither should be affiliated to a User who already has a representative on the Panel OR remove this provision from Suppliers' Representative Definition of 'Terms of Appointment' – should specifically refer to SME Code of Conduct for ease of reference	While we accept the suggestion regarding representatives, it is not clear what point is being made regarding SMEs - the Code of Conduct and Terms of Reference are distinct.	Reflected in revised drafting
NPow013	Mod Rules	2.1			'Voting Member' - 'and' on very end of sentence makes it sound like something is missing - is this right?	Nothing is missing. The "and" simply indicates that the following definition is the final one.	No change
STA016	Mod Rules	3.2			The panel still decides by majority and therefore collectively the transporters now have more relative power on the panel that under the current mod rules	At the moment, any Panel Majority requires a Transco vote. The proposed approach does not, therefore, give any additional power to the Transporters.	No change
SGD012	Mod Rules	3.2			We object to these proposed changes. We note that the Transporters' Representatives are representatives of all transporters. As such, one GT could represent all transporters and the drafting does not (and should not) suggest that each transporter will have its own representative on the Panel. The fact that there are now 5 GTs as Network Code parties no more leads to the conclusion that there needs to be 5 transporter representatives than the fact that there are 50plus shippers leads any one to conclude that there should be an increase in the number of shipper representatives. We object to the decrease in the number of shipper representatives: 9 allows for sufficient breadth of different interests to be covered by the shippers. This proposed change undermines our rights to contract.	The aim is to produce a balanced Panel capable of representing the parties on either side of the contract, but with a manageable number of members in the interests of efficiency. Hence equality of voting rights has been proposed, with five votes for Transporters and five for Users. If Users generally would prefer their votes to be exercised by more than five representatives, this could happily be accommodated.	No change
STA017	Mod Rules	6.4			It is not clear why paragraph 12.4 only applies to a user proposal. STUK request clarification from Transco on this.	Accepted - if proposals are adopted, they should be capable of being varied whether adopted by a Transporter or User.	Reflected in revised drafting

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G019	Mod Rules	6.4			This paragraph reflects the new requirements in Standard Special Condition A11 of the GT licence. However alternative proposals have in the past been found generally unnecessary and overly complex as it is as easy to raise another proposal. However, assuming they are to be permitted the Rules are inadequate upon how they should be treated, e.g. are they to have separate Draft/Final Modification Reports, etc.	The rules have worked satisfactorily to date, although we recognise that a review in the future could be appropriate. We believe the Rules are clear in that a single Modification Report would be produced, with alternates proceeding through the consultation phase alongside each other.	No change	
G024	Mod Rules	7.5			(and elsewhere) The default for Proposals which the Panel fails to progress is to go into a Workstream. This is fine for the first occurrence but an alternative default is required. Modification Proposal 731 suggested that Consultation should be the second stage default.	This would be a change to the rules and not part of the network sales process. If 0731 is implemented, we would expect the change to be incorporated in the UNC.	No change	
G028	Mod Rules	9.5			Amongst other things this section introduces a requirement that the Modification Panel should make a recommendation to Ofgem concerning implementation of the proposal. Such a requirement cannot be said to stem from the sale of Distribution Network businesses and there is no rationale for it at this juncture. Its introduction would bring about a fundamental change in the role of the Panel that is unnecessary in the present context and has not been sufficiently consulted upon. As has been pointed out elsewhere by NGT, shippers (Users) do not share GTs licence obligations regarding the Network Code. It is possible that User Members would not vote for implementation of a proposal which Transporters believed better facilitated their licence relevant objectives thereby frustrating such a recommendation going forward. This is clearly inappropriate and the requirement in its present form can and should be removed from the present drafting. It is open for it to be re-introduced and properly considered as a modification proposal, if required, at another time.	Retaining a Transco recommendation is inappropriate and, after debate at DISG, NGT concluded and continue to believe that it is appropriate, and consistent with the relevant objectives, to allow for a wider recommendation, encompassing the Panel's view rather than just Transporters'.	No change	
SGD014	Mod Rules	10			If there is to be a Panel recommendation, then new wording in this section needs to be introduced to allow for Panel recommendation for urgent modifications except under very limited circumstances (security of supply emergencies). Otherwise, the urgency procedure will result in inconsistent outcomes.	We understand and accept that obtaining a Panel Recommendation is desirable, and would expect to seek to do this. But we also have to allow for the "emergency" situation where the timing for implementation of an Urgent Modification proposal means this may not be possible.	No change	
EON018	Mod Rules	10			There is no specific requirement for urgent modifications to be subject to a Panel recommendation. 10.1.2 (b) is too broadly drafted and could allow the Authority to allow modifications proposal to be considered without a Panel recommendation, This could preclude parties ability to appeal in accordance with such rights under the Energy Act.	We understand and accept that obtaining a Panel Recommendation is desirable, and would expect to seek to do this. But we also have to allow for the "emergency" situation where the timing for implementation of an Urgent Modification proposal means this may not be possible.	No change.	
G032	Mod Rules	10.1			Requires "the Transporters" to appoint a SME in respect of a Modification Proposal that "a Transporter considers..... should be treated as Urgent" but it would appear that User raised Urgent proposals do not have a SME appointed (and certainly not at the same point in the process)!	The intention is that all Urgent Modification Proposals get an SME appointed, and this is by the Transporters since that is where the obligation sits. If time permits, we would wish to adopt the standard process whereby the Panel proposes which SME should be appointed.	Reflected in revised drafting	

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EON019	Mod Rules	12.4			According to provisions set out in 6.4, any party except the proposer can raise an alternative to a proposal or adopt a withdrawn proposal and vary it, therefore, rendering this Section 12.4 superfluous.	While we agree that a general review of the alternative modification provisions could be worthwhile and may conclude that the provision should be removed, this is a feature of the existing rules and hence has been retained with respect to the specific case of adopted proposals.	No change
NPow014	Mod Rules	12.4			Transporters allowed to vary our mod proposals? We challenge why Transporters should have this right.	This condition does not allow Transporters to vary all User Proposals but only those that the Transporter has adopted. This adoption process only occurs when the Transporter adopts a Proposal which the User has withdrawn, and hence it is rightly thought of as the Transporter's proposal and hence should be capable of being varied by the Transporter.	No change
EON006	Mod Rules	1.1(b)			The procedures should not allow a Third Party Participant to make a modification of the Code –this should be qualified by a reference to Section 6.1.1 (b).	As in the present Network Code, 1.1 reflects the Licence conditions while the remainder of the rules establish the permitted actions.	No change.
SSE160	Mod Rules	1.1(c) and (e)			remove square brackets.	Accepted, provided the Licence is modified as anticipated.	Reflected in revised drafting
EON008	Mod Rules	1.1(d)			A third Party Participant should only be able to raise an alternative proposal to a Third Party Modification Proposal – this should be clarified in this section	As in the present Network Code, 1.1 reflects the Licence conditions while the remainder of the rules establish the permitted actions.	No change.
G015	Mod Rules	1.1(d) and (e)			Appear to allow a Third Party Participant to raise an alternative proposal to any existing proposal, without limitation. This is clarified in 6.4.1(a) but it would be helpful to address 1.1. (d) & (e) to avoid confusion.	As in the present Network Code, 1.1 reflects the Licence conditions while the remainder of the rules establish the permitted actions.	No change
TOT007	Mod Rules	1.1(e)			We do not see why Third Party Participants are being excluded from this paragraph with respect to an Individual Network Code (also affects 6.1.2)	As in the present Network Code, 1.1 reflects the Licence conditions while the remainder of the rules establish the permitted actions.	No change
NPow015	Mod Rules	1.1(f)			Should this include 3rd party participant as implied in c & e	The description in this section is consistent with the existing Network Code provisions, being a restatement of the Licence provisions.	No Change.

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EON009	Mod Rules	1.1(i)			The Authority should not be able to circumvent the Panel recommendation if this were to undermine parties rights to appeal Authority code modification decisions (see commends below).	We have proposed a review of the Modification Rules such that any such interactions can be taken into account as and when the details of an appeals process are clear. A requirement to initiate this review has been incorporated in the UNC drafting.	No change.
EON007	Mod Rules	1.2(c)			In accordance with the definition within this Section of a Third Party Modification Proposal, reference here to their ability to raise a modification to an Individual Code should be removed.	We have proposed a review of the Modification Rules such that any such interactions can be taken into account as and when the details of an appeals process are clear. A requirement to initiate this review has been incorporated in the UNC drafting.	No change.
SSE170	Mod Rules	10.1.1			should it be 'Transporters' in the first line?	Accepted.	Reflected in revised drafting
NPow016	Mod Rules	10.1.2(c) and 10.2.2			This requires clarification - it is our understanding that the SME submits a report to the Joint Office not direct to the Authority	Accepted	Reflected in revised drafting
UU127	Mod Rules	12.1.1			"GT Section B" should read "GT Section B11"	The correct reference is GT Section B5.2	Reflected in revised drafting
NPow017	Mod Rules	12.1.1			What is GT Section B? This should be more specific	Accepted	Reflected in revised drafting
G033	Mod Rules	12.4.1			Allows Transporters to vary a User proposal that has been adopted in accordance with paragraph 6.4. However, paragraph 6.4 also allows Users to adopt withdrawn proposals (regardless of the original proposer) but 12.4.1 appears to deny Users the opportunity to vary such adoptive proposals. There is no logical reason for this imbalance in treatment. NGT has argued in the past that as only GTs have licence obligations regarding the Relevant Objectives it would be inappropriate to allow such variation. This argument is inconsistent with paragraph 9.5.	Accepted	Reflected in revised drafting
SSE171	Mod Rules	12.6.1			This must include the 'relevant Transporter' (and therefore by definition DNO Users)	Transporters are already covered in Paragraph 12.6.2.	No change
G034	Mod Rules	12.7.1			As the modification rules are now part of the UNC disapplication of a "rule" is disapplication of part of the UNC. This is not a satisfactory state of affairs and in any event it seems improbable that the Authority would be able to agree to any application to disapply	While we may agree that this could be regarded as unsatisfactory, this is a reflection of the provisions in the existing Network Code. A review of the Modification Rules may be useful with a view to modifying provisions such as this, but that is outside the scope of change being considered as part of the network sales process.	No change.
NPow018	Mod Rules	12.8.1			Again talks about Transporters finalising reports? Should include: "[relevant SME] to help finalise report"	The obligation to produce the modification reports remains with the Transporters and hence this drafting is correct.	No change

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G016	Mod Rules	2.1 and 5.5.1			A "Panel Majority" is a simple majority of votes exercisable at a quorate meeting. Para 5.5.1 defines a quorum as 2 x GTs, plus 2 x Users capable of exercising 6 votes between them. In practice then a valid Panel Majority could mean 4 GT (or User) votes in favour. It would be preferable to avoid such extreme (if unlikely) possibilities, one solution would be to require at least one User and one GT vote within the 6 in favour. Such an additional requirement could fall away where there are equal numbers of votes exercisable.	The quorum has been set at a level to ensure that there is some balance in any Panel Majority determinations. Adding additional hurdles to the simple majority rule can have some benefits if Voting Members fail to attend, but also disadvantages, for example that deliberate non-attendance could be used as a tactic, or lack of members present could add unnecessary delay to the process.	No change
TOT009	Mod Rules	3.2.1			Panel Composition: We have some reservations about the proposed 5/5 split between Transporter and Shipper representatives, particularly as to why Transporters are allowed an effective 1 to 1 representation whilst Shippers have to reduce the representation they have enjoyed to date. However, taking into account the proposed voting change to Panel Majority we believe it could be workable for reaching determinations on the types of activities that the Panel has historically performed. We do not support the 5/5 split for Panel recommendations should these be introduced (see later). Whilst the transporter representatives can be considered to be fully accountable to the transporters we fail to see how 5 shipper members can (or even should) consider themselves to be capable of representing the shipping community when it comes to commenting on the suitability of modification proposals that could have significant commercial impact on that community.	The aim is to produce a balanced Panel capable of representing the parties on either side of the contract. Hence equality of voting rights has been proposed, with five votes for Transporters and five for Users. If Users generally would prefer their votes to be exercised by more than five representatives, this could happily be accommodated. However, there does not seem to be a consensus opposed to the concept of five User representatives.	No change.
NPow019	Mod Rules	3.2.1			No mention of Deputy and no mention how Deputy is appointed	While the Deputy Chairman is not directly addressed here, the definitions allow for the Chairman to be read as Deputy Chairman such that further references to the deputy are unnecessary. The Deputy Chairman is appointed by the Transporters.	No change.
NPow020	Mod Rules	3.2.1			Wording needs to clarify as per Joint Office Agreement that each Transporter will have a representative	We do not believe it is appropriate for the Modification Rules to specify how Transporter or user representatives are appointed. With respect to the Transporter Panel Members, provisions for how members are to be appointed are rightly contained in the JGAA.	No change
MGN042	Mod Rules	3.2.1 and 3.2.2 and 3.2.3			In relation to the draft Code of Conduct as provided by NGT to DISG 37, we wish to record our concerns over the restrictions contained in Section 3. We believe that it is unnecessary and disproportionate to the perceived risks of discrimination that the SME should be restricted in his ability to work on an issue as detailed in 3.2.3. We are of the view that the responsibilities and obligations required under 3.2.1 and 3.2.2 are sufficient to ensure that the SME does not discriminate against other Users in carrying out the duties for which he is employed. We believe that the restrictions contained in 3.2.3 may in fact be detrimental to the development of the Codes insofar as it may lead to the nomination of less competent SMEs by the nominating parties.	This will be considered in light of other response to the proposed SME Code of Conduct. NGT would welcome views on the appropriate restrictions which should be placed on SMEs	No change

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G017	Mod Rules	5.1.3			This is new and limits the Panel to determinations as set out in the Rules. This limitation doesn't this carry over to the Network Code Committee (General Terms Section B para 10.1.2). On the face of it this appears to permit the NCC greater latitude than the Panel.	Refelcts currebt drafting: Not a change driven by DN Sales.	No change.
G018	Mod Rules	5.5.3			For clarity this para should read ".....at which a quorum is and remains present....."	Accepted	Reflected in revised drafting
TOT010	Mod Rules	5.6.1			It is nor clear how the deputy chairman is appointed	The appointment of a deputy panel chairman is by the Transporters, and is covered in the JGAA.	No change.
TOT008	Mod Rules	6.1.2			See TOT007	The appointment of a deputy panel chairman is by the Transporters, and is covered in the JGAA.	No change.
TOT011	Mod Rules	6.1.2			It is not clear why Third Party Participants have been excluded from this list	The appointment of a deputy panel chairman is by the Transporters, and is covered in the JGAA.	No change.
UU121	Mod Rules	6.1.3(b)			"6.2.1(f)" should read 6.2.1(e)	Accepted.	Reflected in revised drafting
NPow021	Mod Rules	6.2.1(f)			Check Condition A11 par 15(b) - we question whether this is the correct reference	Accepted	Reflected in revised drafting
NPow022	Mod Rules	6.2.2			Reference to Annex V1? Should this reference 'Code' Annex V1?	Accepted	Reflected in revised drafting
G020	Mod Rules	6.4.1			It is impractical to permit an alternative to an Urgent Modification since the community isn't aware of the existence of an Urgent Modification proposal until it has been issued for consultation, i.e. following Ofgem's agreement that it is Urgent. Ordinarily a period of 10 days is allowed for consultation, 6.4.1 allows up to 5 days from the issue of the Urgent proposal for an alternative to be raised. There are three problems; 1. This para effectively fetters Ofgem's discretion concerning urgent status as the alternative goes straight to consultation. 2. By implication the alternative must be subject to the same timetable as the original which means there may be less than 5 days to respond to the alternative. 3. There are no effective checks on the quality or purpose of such an alternative as it bypasses scrutiny by Ofgem and by the Panel. However, if Urgent alternatives are to be permitted the first sentence should read "In respect of any Modification Proposal which is an Urgent Modification Proposal or Third Party Modification	A review of the alternate provisions may be useful in due course. However, we believe the present position is workable, bearing in mind that the rules for urgency allow any of the rules to be disregarded.	No change.
TOT012	Mod Rules	6.4.1(b)			If Third Party Participants are included in 6.1.2 then the text of 6.4.1 (a) should replace that in 6.4.1 (b) substituting references to 6.1.1 with 6.1.2	Accepted	Reflected in revised drafting
TOT013	Mod Rules	6.4.2			The text in 6.4.1 (a) and (b) should be replicated in 6.4.2 (a) and (b)	Accepted	Reflected in revised drafting
G021	Mod Rules	6.5.1(b)			What is the purpose of including ".....subject to paragraph 6.4....."? What is the purpose of the reference to paragraph 12.4 which only applies to a withdrawn User proposal adopted by a GT(s)?	This is to reflect the existing conditions.	No change.
STA018	Mod Rules	7.2.3			It is not clear whether these changes are necessarily the most appropriate changes to reflect the multi transporter environment	The changes primarily reflect the change to all determinations being by Panel Majority. If a superior alternative exists, we would be interested to see a proposal in due course.	No change
STA019	Mod Rules	7.2.4 & 7.2.5			Under these conditions, Shipper users will have less control over decisions than under the current mod rules	We believe there to be no reduction in Users' influence, since all decisions presently require a Transco vote in order for a majority to be achieved.	No change

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G022	Mod Rules	7.3.1(a)			Why and how does the Panel “propose” a SME? Shouldn’t it “determine”? What would happen if the Panel was unable to agree on a SME? What would happen if there were no relevant SMEs (or none at all) on the Register? See also para 9.10 (only applicable if the SME has failed in its duties) which has the GTs picking up responsibility so shouldn’t references to SME say “or Transporters, as the case may be,”?	The Panel is required to propose a SME, but then determine they are suitable, such that the usual Panel Majority process is followed. The Transporters have an obligation to provide SMEs, and hence at least nine should always be on the SME Register. There is no need for the Transporters to be referenced throughout the rules as the default is already covered by the single clause.	No change
TOT019	Mod Rules	7.3.1(a)			TGP are unconvinced of the need for SME’s. To date the arrangements have generally worked well and Transco have always seemed to manage to provide sufficiently qualified resource to prepare modification reports. We believe this resource should continue to be provided by the Transporters and can be agreed through the Joint Governance Arrangements Agreement; we would leave it to their judgement to determine whether the full rigour of the SME Code of conduct is relevant. We do not therefore support the need for 7.3.1(a) with respect to the Panel proposing a Subject Matter Expert. Further we do not support the need for the Panel to determine the competence or otherwise of an SME as described in 9.1.4 (a).	We believe the SME role provides an important element of wider community involvement and independence of the process, reflecting DISG discussions where it was generally considered that Transporters should play a reduced role. We would be happy to consider the scope of the SME Code of Conduct with Users.	No change.
G023	Mod Rules	7.3.1(b)			Why and how does the Panel “request” a Transporter to procure legal resources? Shouldn’t it determine that the Transporters should request.... What would happen if the Transporter failed to procure legal resources? How does this fit with 9.8 (see below)?	Accepted	Reflected in revised drafting
SSE166	Mod Rules	7.7.1(b)			the formatting does not work.	The formatting is consistent with legal drafting and interpretation rules.	No change.
UU122	Mod Rules	8.6.1(b)(i)(1)			Is Systems a defined term? If so where is it defined? (also appears in 9.6.1(c))	Systems is defined in the TPD.	No change.
TOT014	Mod Rules	8.6.2			Should this read ‘If two (2) or more Modification Proposals’ bearing in mind the potential for numerous proposals as a result of the introduction of alternatives in 6.4?	Accepted	Reflected in revised drafting
SGD011	Mod Rules	9 - SME model			We do not support the introduction of such the complex, unnecessary arrangements on Subject Matter Experts. This not required for the DN Sale.	The Panel is required to propose a SME, but then determine they are suitable, such that the usual Panel Majority process is followed. The Transporters have an obligation to provide SMEs, and hence at least nine should always be on the SME Register. There is no need for the Transporters to be referenced throughout the rules as the default is already covered by the single clause.	No change
G025	Mod Rules	9.1.1			Replace “an” with “a”.	Accepted.	Reflected in revised drafting
TOT020	Mod Rules	9.1.4(a)			See TOT019	See TOT019.	No change.

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EON011	Mod Rules	9.1.4(b)(i)			The SME Code of Conduct is a new concept. We do not see the need for such a concept. Having seen the draft terms of such a document it would seem to place unnecessary restrictions on SMEs. Parties other than Transco do not have the resources to completely separate the work of an SME from the individual representation work. These proposals go far beyond what is needed. We have always advocated creating robust modification rules and a 'balanced panel' to provide checks and balances within the modification processes. It is these elements that ensure fairness within the regime, not formal codes of practice. If Transco still consider the SME Code of Conduct is important it should at least be specified as an integral part of the UNC modification procedures, or at least approved from time to time by the Panel. It is not appropriate to hive-off these procedures into a non code transporter only document where shippers are unable to propose changes.	The application of a Code of Conduct is an important element of establishing increased independence in the process, but we would happily allow the Panel to approve changes to the SME Code of Conduct.	Reflected in revised drafting.
NPow023	Mod Rules	9.1.4(b)(i) and (ii)			References SME Code of Conduct and Terms of Appointment - Can these registers be written in Consultation with Shippers.	A draft SME Code of Conduct has been issued to all Users, requesting their input, and in light of consultation responses we propose that the Code of Conduct should be subject to Panel approval. The SME Register will record the available SMEs, each of whom will have to be approved by the Panel before they are added to the Register.	No change
EON012	Mod Rules	9.1.4(b)(ii)			Similarly the Terms of Appointment of SMEs should be approved by the Panel.	Accepted.	Reflected in revised drafting.
UU123	Mod Rules	9.1.4(c)			"subject matter expert" should have initial upper case.	Accepted.	Reflected in revised drafting.
TOT015	Mod Rules	9.2.1			We do not understand the reference to "under this paragraph 9" in this paragraph	Accepted.	Reflected in revised drafting
SSE167	Mod Rules	9.2.1			- the 1 business day timescale is very tight - an appointment of an SME may coincide with that SME being on leave etc.	We agree and the JO processes will need to reflect this. But it would be inappropriate to extend the Modification process timescales any further.	No change.
G026	Mod Rules	9.4.1			This paragraph is very vague, it begs several questions; how is an impact on UK Link to be identified, by whom, and perhaps most importantly by when in the process?	This deliberately leaves some latitude to allow for the variety of circumstances which can arise.	No change
SSE168	Mod Rules	9.4.1 and 8.6			The provision of a report by the Agency for UK Link impacts. Is this specifically mentioned in the ASA. It may come under the general provisions relating to the provision of reports and information under Schedule 6, but it is not detailed.	The provision of information in support of UK-link change is covered by a service line in ASA Schedule 2 Part 3 Number 3 & further supported by the Schedule 6 reporting requirements and the IS Services Manager role as set out in Schedule 9 - 1.4	No change

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G027	Mod Rules	9.4.2			If the initial impact assessment report is not incorporated into the draft Modification Report then it will have limited visibility and consequently be of limited value. Perhaps this paragraph cannot bind the Agency but it could place a time limit upon the Transporters that would be "backed off" via the Agency Agreement. As a non-binding initial impact assessment and not a detailed systems specification is required the time allowed for its production could be the first 10 of the 15 working days set out in paragraph 9.3.1 for the preparation of the draft Modification Report which timescale is supported by paragraph 2.2.1 of Schedule 10 of the Agency Agreement.	The obligation was deliberately written to be flexible since if no assessment was called for before this time, the amount that can be provided will be limited. As above, the specific circumstances will vary and some flexibility is desirable. However, the proposer is always likely to be looking for implementation and it will be in their interests to ensure systems issues are covered off, with the Modification Rules provision only being the fall back approach if nothing else has happened. It is the minimum obligation, not the maximum requirement.	No change
G029	Mod Rules	9.5.1			It is assumed that the intention here is that the SME should submit the final Modification Report to the Secretary 15 working days after the close out for representations. However, the as drafted the obligation is merely that "...the Transporters shall procure that the SME shall prepare...." within 15 days. This is ambiguous and should be re-worded.	It is inappropriate for the UNC to seek to put direct obligations on the SME, hence the wording, with the GT keeping the obligation.	No change
TOT016	Mod Rules	9.5.1(c)			The introduction of this could add considerable delay (up to 1 month) to the delivery of the Final Modification Report to Ofgem. What is the justification for this delay?	The delay caused by enabling the Panel to discuss each Final Report is a function of how often the Panel meets. In light of this, NGT would suggest that fortnightly Panel meetings might be arranged, and would welcome views on this.	No change.
SGD013	Mod Rules	9.5.2			We object to the proposed changes, notably paragraph (b) (i). The Panel has not before the DN Sale made a recommendation to the Authority and we see no purpose related to the sale in introducing a recommendation at this time. If Transco considers that a recommendation would provide value it has had a significant amount of time to raise a modification proposal to this effect and, furthermore, could do so after the implementation of the UNC. It appears that this change is being introduced for a separate purpose and not to improve the governance of the Code itself. Similar comments apply to 9.6.1 (g) which should also be removed from the next version of the proposed UNC.	We believe that allowing the Panel to make a recommendation is the best way forward in a multi-transporter environment rather than expanding this role from Transco to just the Transporters.	No change
G030	Mod Rules	9.5.2(a)			Members may make a response regarding the adequacy of treatment of representations "...with regard to the Relevant Objectives;"; this seems odd and restrictive. The treatment of representations is independent of the relevant objectives.	This reflects current N.C. text from a recently implemented Modification Proposal.	No change

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TOT017	Mod Rules	9.5.2(b)			TGP remain strongly opposed to the introduction of a Modification Panel recommendation at this time. We have previously documented our views to both Transco and Ofgem (Letter to Mr Chris Train, NGT copied to Sonia Brown, Ofgem dated 25 February 2005). In summary the motivation throughout the DN sale process has been to make the minimum change possible in order to facilitate the distribution network sale. We are not aware of any statutory/licence requirement for a Panel recommendation and therefore see no reason for the sale to require such. Further we believe its inclusion, at this time, can only reduce the efficiency of the governance process. The governance regime has worked reasonably well without this to date. Whilst a number of recent modification proposals have been raised to improve the governance process, none of these have suggested the need for a Panel recommendation. A group of shippers and transporters recently confirmed in writing to Ofgem that they did not require Panel recommendation for the purposes of the sale. There has been no reference to a Panel recommendation in any of the Authority's decision documents and there has been no specific request for views on this in any of the DN sale consultations. Previous papers and discussions have introduced the concept of a Panel recommendation but all of	We believe that allowing the Panel to make a recommendation is the best way forward in a multi-transporter environment rather than expanding this role from Transco to just the Transporters.	No change	
NPow024	Mod Rules	9.5.2(b)(ii)			Recommendations to Authority This needs to be clarified so that the description states "Where no panel majority exists recommendation to the Authority will be not to change"	Accepted	Reflected in revised drafting	
EON013	Mod Rules	9.5.2(ii)			E.ON UK does not support the Panel Recommendations in the UNC. Other routes to fulfil the Transporters' licence	We believe that allowing the Panel to make a recommendation is the best way forward in a multi-transporter environment rather than expanding this role from Transco to just the Transporters.	No change.	
EON014	Mod Rules	9.5.2(iii)			obligation A 11.15 (a) (iv) could be through a transporters' representative making a recommendation at the meeting of the	Agreed	No change	
EON015	Mod Rules	9.5.3(b)			Modification Panel, or though transporters' recommendations, made in their separate representations to	Agreed	No change	
EON017	Mod Rules	9.6.1(b)			This paragraph ought to be removed and superseded by 9.6.2. where the Transporters' would make a statement as to whether the proposal facilitates the relevant objectives (to be applied to any proposal rather than situations only where 2 proposals proceed together). It is inconsistent and confusing to have both a Panel view and a Transporter view on whether the proposal facilitates the relevant objectives; surely a Panel view of 5 transporters and 5 Users ought to adequately reflect the view of Transporters. Removing Panel recommendations and including a Transporter view / recommendation in the Modification Report would resolve the issue of inconsistency and facilitate the Transporters' licence obligation.	The proposed drafting approach, i.e. including 9.6.1 and 9.6.2, results from adopting the existing provisions. We accept that a further review of the Modification Rules could lead to some rationalisation, but that should not form part of the process associated with network sales. However, we agree that it would be better to have a Panel consideration rather than Transporters as to which of multiple proposals is most likely to facilitate achievement of the relevant objectives.	Reflected in revised drafting.	
SSE169	Mod Rules	9.6.1(e)			this must include the 'relevant Transporter' (and therefore by definition DN Users).	The present definitions already achieve this.	No change.	
NPow025	Mod Rules	9.6.1(o)			Reference to Code Standard of Service - this document should be available for review	These are the existing Standards of Service which, other than being applied on a network by network basis, are not directly impacted by Network Sales.	No change.	
EON016	Mod Rules	9.6.1(q)			proposals. The obligation does NOT necessitate a Panel recommendation.. Further references to Panel recommendations (listed left) should be removed.	We believe that allowing the Panel to make a recommendation is the best way forward in a multi-transporter environment rather than expanding this role from Transco to just the Transporters.	No change	

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TOT018	Mod Rules	9.6.1(q)			As we do not support a Panel recommendation neither do we support this paragraph. Further it would not be possible to record the number of votes against as the Panel would be requested to make a determination as to whether a modification should be implemented. Thus only those panel members voting for implementation could be recorded.	We agree that votes against should not be recorded as votes against are not formally cast.	Reflected in revised drafting.
UU124	Mod Rules	9.6.2			the words in brackets at the end do not seem to belong to anything in the text.	This is existing text.	No change
UU125	Mod Rules	9.6.4(b)			Insert "will" before "not"	We believe the existing drafting is correct and we have not sought to amend as part of the network sales process.	No change
UU126	Mod Rules	9.7.5			Cross reference should be to 9.7.4	Accepted.	Reflected in revised drafting
G031	Mod Rules	9.8.1			Subject to paragraph 7.3.1(b), paragraph 9.8 requires "The Transporters....." to prepare legal text only after the Panel has decided to recommend implementation. Paragraph 7.3.1(b) requires that "...one of the Transporters..." procures legal drafting "...for the draft and final Modification Reports..." in respect of each proposal that is sent to consultation by the Modification Panel. Paragraph 9.6.1(a)(ii) says that the draft Modification will set out "the text, if provided pursuant to paragraph 9.8;". Clearly these paragraphs are contradictory and do not work! The general rule should be for text to be provided in the draft Modification Report for the purposes of consultation.	Accepted.	Reflected in revised drafting.
STA014	Mod Rules	alternative mods			Alternative proposals are complicated and unnecessary. Alternates were only needed when shippers could not alter their modifications. Should not be included in the UNC.	We accept that a review of the alternate provisions may be justified but do not believe this should be part of the process associated with network sales.	No change.
EON005	Mod Rules	general comment			General points E.ON UK believe that the need for a Panel recommendation is driven by the ultimate form of the DTI modifications appeals process (decision unlikely before hive-down) and is therefore not an essential for day 1 gas DN sales. Changes to the UNC (including the introduction of Panel recommendations) can be proposed when the exact form of the modifications appeals process is known. However, if Transco continue to insist on Panel recommendations as part of the day 1 UNC, they should remove any reference to Transporter recommendations. One either has a Panel recommendation or a Transporter recommendation NOT BOTH. There can only be one recommendation made to the Authority. We do not understand why if Transco believes in the importance of Panel recommendations and the requirement for a balanced Panel (5 transporters and five shippers) they cannot rely solely on the Panel recommendation. If transporters want to make their views known they should rely on their individual representations on modification proposals being considered by the Authority in the normal way. This does not require a	We have proposed a review of the Modification Rules such that any such interactions can be taken into account as and when the details of an appeals process are clear. A requirement to initiate this review has been incorporated in the UNC drafting.	No change.
EDF016	Mod Rules	general comment			We are concerned with Ofgem's and Transco's proposals for a 5 GT and 5 User panel and believe that User's powers have been significantly undermined relative to current network code arrangements. We believe that the constitution of the panel is not an issue for discussion under the DN sale as it is not a priority for the Sale to go through. Many shippers and DNOs have stated their preference for fewer GTs on the panel and believe that Ofgem and Transco should listen to the industry, the majority of which believe that 2 GTs is sufficient. A panel recommendation is not warranted at this stage and should be removed until the outcome of the DTI appeal's process is known. Once the rules for referring a modification decision to the Competition Commission is known then a modification can then be raised to introduce appropriately considered panel recommendations. We do not believe the panel chair should be the one to provide the casting vote in the event of a deadlock 5 vs 5 vote situation as this vote is likely to be a GT. We believe an independent party should be elected onto the panel as an 11th member to cast the deciding vote.	The provisions are clear that determinations are made by a Panel Majority. There is, therefore, no such thing as a deadlock - either a determination is made, or is not. With ten voting members present, the same outcome would be achieved whether five or no members voted in favour of a proposal. No casting vote is therefore required.	No change

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CE003	Mod Rules	general comment			Although much progress has been made in revising the Modification Rules since their inclusion within Network Code, the translation of these rules into the UNC has required a number of uncertainties to be resolved. The current status of the rules is more clear but it is still to be determined what constitutes a "Panel Majority" in reaching a recommendation. We share the view expressed by a number of other Users that this issue will require resolution prior to the adoption of any appeals process, but until the nature of this process has been determined this will remain unresolved.	We believe the concept of a Panel Majority is clear - unless more than half present vote in favour, the vote fails. However, we also agree that this needs revisiting when the appeals process is clearer, which is why we have included a requirement for a review at this time. However, we have redrafted for the avoidance of doubt.	Reflected in revised drafting.
G014	Mod Rules	Mod proposal 0745			Gemserv is concerned that this proposal was proposed for, and granted, Urgent status under circumstances where it could and should have followed the normal procedures. NGT put forward as it's reasons for requesting Urgency that the proposal was linked to an imminent date related event, namely the divestment of some of its DN businesses, which requires a complex chain of steps to be completed. Secondly, NGT advanced the argument that failure to complete these steps in sequence could result in significant commercial impact upon itself and its prospective buyers with consequent loss of benefits to customers. Whilst not seeking to challenge either of these statements Gemserv believes that they are an economical representation of reality. The overall timing of the DN sales process has been largely under NGTs control and the need for (and largely the shape of) this proposal must have been understood months prior to 22nd February when it was actually raised. It is significant that NGT has not argued that it was unaware of the need for, or unable to raise, this proposal at an earlier date. Naturally the timing of the implementation of this proposal is critical but it could and should have been raised earlier. Gemserv now believes it incumbent upon Ofgem to issue clarification on the meaning of an "imminent date".	The request for urgency status was based on ensuring the timing of the NWC consultation in parallel to Ofgem's UNC and Licence consultations, to ensure that the industry has the fullest picture of the commercial and regulatory framework in considering its representations to the Authority in respect of all these consultations. This would allow the Authority to consider all such representations when making its decisions on whether to direct the NWC modification and licence changes to support network sales.	No change.
STA020	Mod Rules	panel composition			STUK are concerned over the fundamental changes being proposed for governance of the UNC. The notable concern is in regards to the panel composition. STUK consider that the 5 transporter votes and the 5 shipper votes could work but the key issue is when there is no panel determination and this is likely to happen over contentious issues. It is not clear on whether the DTI appeals decision has been made yet and STUK believe that any form of appeals process will need to be worked into the document at a later date.	We agree that the provisions will need to be reconsidered when the appeals process is clearer.	No change.
STA015	Mod Rules	panel role			There are no deadlock provisions for when the panel is split in its decision, thus the likely outcome is a failure in making a determination	The provisions are clear that determinations are made by a Panel Majority. There is, therefore, no such thing as a deadlock - either a determination is made, or is not. With ten voting members present, the same outcome would be achieved whether five or no members voted in favour of a proposal.	No change

UNC Response File (Licence)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to Licence
G001	Licence	A11			Gemserv supports the introduction of the additional relevant objectives in paragraph 1 and in respect of 1(f) proposes that an economic test should be included alongside that of efficiency for implementation and administration of the network code/UNC.	While this is primarily an issue for Ofgem, we believe that the changes proposed are all that are required for network sales, and that the existing objectives have proved effective to date.	n/a
G002	Licence	A11			Paragraph 2 clarifies that the relevant objectives set out in paragraph 1 do not apply to a proposal to modify the modification procedures. Rather, such a proposal is to be tested against paragraphs 9 and 12. Gemserv believes this to be a restrictive and inadequate provision for judging the desirability of proposed changes to the modification procedures. Paragraph 9 can only provide a starting point. It sets out basic requirements that the modification procedures must satisfy but it doesn't provide guidance on how the procedures might better develop over time. There are in existence far better potential objectives for changes to the modification procedures. The Principles of Good Governance published by Ofgem in "Gas Retail Governance – Further Consultation June 2003" are an excellent example. If, for some reason Ofgem feels it inappropriate to include this within the licence then the incorporation of paragraphs 1(c) and 1(f) as relevant objectives for such proposals would give scope to introduce concepts such as effectiveness, efficiency, transparency, inclusivity, accountability and consistency which are absent from paragraphs 9 and 12. It is unclear why t	While this is primarily an issue for Ofgem, we believe that the changes proposed are all that are required for network sales, and the proposed objectives will prove workable. The ability to raise alternative proposals is a principle which NGT support, but the way in which this is implemented in the UNC, while mirroring that in the existing Network Code, may be capable of improvement. This is best pursued through the Code, not Licence, modification process in due course and not as part of network sales.	n/a
G003	Licence	A11			Gemserv notes that paragraph 15(a)(iv) does not require that any recommendation regarding implementation of a proposal be made, or that where one is made that it should be made by any particular person or body. Such questions are left to the requirements of the modification procedures.	Irrespective of the Licence obligations, the present Network Code requires a recommendation, and we have to propose an alternative to the Transco recommendation as part of the network sales process.	n/a
G004	Licence	A12			Gemserv believes that this Condition should be entitled "Joint Governance Arrangements" as it does not require a Joint Office to be created.	We agree but do not believe this to be material.	n/a
G005	Licence	A12			In paragraph 1(a) transporters are required to "establish, operate and develop" joint governance arrangements. Gemserv believes this wording may be restrictive and proposes that it may be more efficient and economical if transporters were required to "establish, develop and operate (or procure the operation of)" the arrangements	We do not believe that "operate" restricts the ability to contract out some operations as opposed to the obligation.	n/a
G006	Licence	A12			Paragraph 2(c) requires the joint governance arrangements to be such that they "avoid undue discrimination or preference as between the relevant gas transporters." Gemserv proposes that this concept should be extended to shippers by wording to the effect that they "avoid undue discrimination or preference as between the relevant gas transporters and as between the relevant gas transporters and relevant gas shippers	We believe this misses the intention of the condition which specifically relates to the transporters doing things jointly without discriminating against any one transporter. Other obligations deal with wider discrimination issues.	n/a

UNC Response File (TPD)						Business Owner	
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SSE001	UNC-TPD	A	1.2.2(b)(ii)		Transporters should be Transporter's	Accepted	Drafting amended accordingly.
UU001	UNC-TPD	A	1.2.2(b)(iii)		We do not understand why this paragraph is relevant to the designation of an LDZ. Please delete.	Code needs a definition of LDZ for a number of reasons. Process of defining now includes all transporters. It is not defined in the code to set out the operation bounds of a DNO.	No change.
SSE002	UNC-TPD	A	3.3.2		Reference should be to J.6.1	Accepted	Drafting amended accordingly.
NPow032	UNC-TPD	A	3.4.1		The use of the term "Total" is not appropriate in that the System is only the NTS System. This should state "out of NTS" or "into LDZ"	The drafting is appropriate and reflects that in respect of an NTS Exit Point gas can flow out of the NTS where it either exits the Total System (i.e. at the NTS direct connects) or where it flows into an LDZ. We will add new clause 3.5.3 to clarify.	Drafting augmented accordingly.
SSE003	UNC-TPD	A	3.5.1		Could Transco confirm that for RbD purposes gas will be allocated between LDZs?	RbD will continue to be processed at an LDZ level, as now	No change.
UU002	UNC-TPD	A	3.5.5		This does not make sense in the context of an Inter System Offtake comprising only one Individual System Point as described at A3.5.1. Paragraph 3.5.5 should therefore be deleted.	We have amended 3.5 to remove the doubt.	Drafting amended accordingly.
SGD003	UNC-TPD	A			We note that the independent gas transporters (iGTS) are not included in the definition of the System. Although not necessary for the sale, we consider that an opportunity has been missed to bring the iGTS into a common system, eg for transfers. .	The inclusion of iPGTs was never included in the scope and including them in the UNC was not an objective of network sales.	No change
SSE009	UNC-TPD	B	2.3		Change heading "System" should read "NTS"	Accepted	Drafting amended accordingly.
EON002	UNC-TPD	B	3.8		Whilst we do not necessarily disagree with the concept, we do not understand why surrender of NTS Exit capacity is included in the interim arrangements. It does not seem to be necessary to facilitate the immediate sale of the DNs.	The Ofgem FIA concluded that the interim arrangements should feature an "unconstrained release" of capacity in the interim period pending implementation of the enduring arrangements. Without the capacity surrender mechanism access to incremental NTS exit capacity would be unchanged from the current arrangements, which are generally accepted to constitute a "constrained release" of capacity given the inevitable limitations that might be imposed by the physical system and the inability to invest to create additional capability in the interim period.	No change.

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EON003	UNC-TPD	B	3.8		On the basis that we do not consider that 3.8 is necessary for the interim arrangements, this section would become superfluous as provisions already exist for increasing capacity and redesignating interruptible sites as firm, which are not linked to the surrender of NTS Exit Capacity.	The provisions to redesignate as firm do exist. However B 3.8 is designed to increase the likelihood of being able to satisfy such requests during the interim period.	No change.
STA002	UNC-TPD	B	3.8		The section states that Transco will publish a methodology on how they will undertake the buying back of capacity. This is very different to section 2.10 ((surrender of Entry Capacity) where Transco has offers in which to buyback capacity in a transparent market process and Shippers can put offers onto the system on days when they are available to sell capacity back. Although much of this appears to be resolved in the enduring exit regime STUK are of the opinion that additional information about buy backs etc prior to the commencement of the enduring regime would inform the development process. Under section 2.10 in the current Network Code Transco then publish information about how much capacity they have bought back and the average prices they have paid. STUK believes that there needs to be parity between the two systems. It is inappropriate to leave it up to a document outside of UNC governance to control.	Section B 2.10 of the current Network Code currently relates to the short term capacity surrender mechanism that is fully systematised (usually referred to as the "RGTA capacity buy-back system") and which is designed to be used for the management of capacity "in the prompt". It is not possible to have such a system operable, at least in the early period of the interim regime, nor is it necessarily essential. The proposed B 3.8 is designed to address the facilitation of incremental release of system capability on the "unconstrained basis" as required by Ofgem during this period. B 3.8 is therefore designed to facilitate the reduction of capacity at one location so that incremental release at other locations (either associated with Direct Connects or DNs) that could not otherwise be satisfied because of physical constraints on the system. The methodology statement will define the basis under which NTS would accept offers to surrender capacity where there are multiple sellers who might be able to satisfy the requirement. B 3.8 is designed to enable such processes	No change.

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EDF002	UNC-TPD	B	6		<p>We are generally happy with this section apart from the introduction of the flow flexibility charge methodology for the DNO's. We do not believe this level of reform of section B is warranted at this point, despite the charge being set to zero as it may restrict or even conflict with the introduction of enduring arrangements the GTs need to implement before September 2005. We recognise that Transco needs to distinguish between capacity and flexibility but this could be through less onerous or prescriptive legal text. Recognition of the fact that DNs need to maintain a 1/24th rate should be sufficient for now and detailed legal text should only be introduced when the enduring regime has been established together with any Shipper required obligations. Introducing this level of reform now is neither efficient or economic and we would urge Transco to review or remove section 6 altogether until it is further understood and agreed what the flow flex product will look like.</p>	<p>We welcome recognition that Transco needs to distinguish between flat and flexibility capacity. It is essential that the interim regime reflects this from Day 1. These arrangements do not conflict with the requirement to implement enduring arrangements before September 2005.</p> <p>DNs will be unable to manage their gas flows at 1/24th rates. The interim arrangements provide product definitions and facilities to accommodate deviations and excursions where it is operational feasible and consistent with economic and efficient operation of the system.</p> <p>The new products are only to be introduced in respect of NTS/DN offtakes and therefore constitute an appropriate and proportionate evolution of the current regime to facilitate DN sales. Direct Connects will continue to effectively have unconstrained access to flexibility capacity within their MHQ, notice period and rate change restrictions. The wider implementation of the products will be considered as part of the NTS Exit Reform UNC Modification Proposal that Transco will seek to raise after the initial UNC has been implemented.</p>	No change.
SSE010	UNC-TPD	B	6.2		<p>In the draft Scottish Offtake Capacity Statement there would appear to be an inconsistency in the interaction between energy values (assumed CV) and the calculation of the NTS Offtake capacity volumes. We believe that the energy for 2005/06 has been incorrectly stated and that the calculations should be amended. The 2200 hours pressure at Glenmavis from 2008/09 is shown as 45 bar. However we understand that NTS has agreed in writing with the Scottish DN that the pressure would be 49 bar.</p> <p>There are some discrepancies with the flexibility capacities and pressures for the Southern DN compared with the ORA. Please could Transco double-check the numbers?</p>	We will establish the correct OCS data and then it would be our intent to publish prior to UNC implementation.	No change.

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SSE011	UNC-TPD	B	6.3		This describes the process by which the DN may apply for increases to its NTS Offtake Flat or Flexibility Capacity or the Assured Offtake Pressure. We note that other NTS Exit Points may apply for increases to NTS Exit Capacity at anytime.	Section B 6.3 provides for a DNO User to apply to increase NTS Offtake (Flat) Capacity and NTS Offtake (Flexibility) Capacity. Section J provides for a DNO User to apply to increase the Assured Pressures for relevant Gas Years. The times at which such applications can be made are specified in Section B 6.3.2. Users, in respect of NTS Supply Points and NTS Connected System Exit Points may apply to increase NTS Exit Capacity at any time. We do not intend to change the drafting in this respect.	No change.
SSE012	UNC-TPD	B	6.3		During the existing annual planning process NTS provides forecast demand and CV data to the DNs and then the DN analyses this data before submitting offtake requirements to NTS. How will NTS provide timely CV data to the DN in advance of the Application Window?	Section H of the UNC Operator Arrangements Document provides for the bi-directional exchange of information between the NTS and DNs. NTS would expect to engage in dialogue with the DNs about anticipated CVs. The timetable for information exchange indicates that Transco NTS will provide its latest view of projected CVs during the application window envisaged in Section B6.	No change.
SSE013	UNC-TPD	B	6.3		We note that the legal drafting now seems only to provide for the DN to request ad-hoc/exceptional amendments to the Offtake Capacity Statement within the Gas Year. The legal drafting appears to restrict the DN so that it is only able to make requests during the "Application Window" in respect of any future Gas Year. E.g. if the DN wanted to apply to increase flat capacity at an offtake for the Gas Year 2006/07 it would need to wait until the Application Window in Gas Year Y-1 i.e. not until 1 June-31 July 2006. This doesn't seem to be in either Transco NTS or the DN's interests.	The drafting has been deliberately structured to provide the ad-hoc facility for capacity increase requests during, or very shortly before the start of, the relevant year. This provision was designed to assist DNs who might otherwise find it difficult to satisfy their statutory and Licence obligations whilst at the same time ensuring that the normal annual application process was not undermined by ad-hoc requests for capacity right through the interim period. Such use of the ad-hoc process might be considered to create a "first come, first served allocation process" which many might consider to be discriminatory. The annual application process, when requests from all DNs might be considered concurrently affords greater opportunity to avoid risks of allegations of undue discrimination. We therefore do not propose to change the drafting.	No change.

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SSE014	UNC-TPD	B	6.3		We believe that it would be more efficient if this process also provided for requests for downward revisions of Offtake Capacity Statement figures.	We note the comment and agree that the drafting needs to be revised to reflect the opportunity to reduce NTS offtake capacities.	New 6.3.7 inserted and 6.3.8 amended.
SGD004	UNC-TPD	B	1.1.2		We consider that the term "DNO User" to be inappropriate. While the intent appears to be to ensure that there is no confusion with Shipper Users, we consider that another term specific to transporters, avoiding the word "User" would be less likely to create confusion	By the introduction of a commercial relationship between NTS and DNOs it is necessary to categorise them as Users under the Code. To differentiate between shipper users, a subset of Users has been created, "DNO User" to establish which parts of the UNC are applicable to which type of User.	No change.
SSE004	UNC-TPD	B	1.2.3(c)		spelling of "utilizing" inconsistent with elsewhere	Accepted	Drafting amended accordingly.
NPow033	UNC-TPD	B	1.2.3(d)(i)		Quantity needs to be capitalised and add "or part thereof after "Day"	Capitalisation: accepted. "or part thereof": the drafting identifies utilisation in the context of the rate of offtake not being equal over the Day. Therefore there is no need to add "or part thereof"	Capitalisation made. No other change.
SSE005	UNC-TPD	B	1.2.3(d)(i)		line three capitalise "quantity" We note the provision "releasing from utilisation" – Section B.6. will need to be amended to accommodate this. (See later comment).	Accepted re capitalisation. Other comment rejected.	Capitalisation made. No other change.
NPow034	UNC-TPD	B	1.2.3(d)(ii)		Add "or part thereof after "Day"	The drafting identifies utilisation in the context of the rate of offtake not being equal over the Day. Therefore there is no need to add "or part thereof".	No change
SSE006	UNC-TPD	B	1.2.5		replace "in" line 1 with "as"	Accepted	Drafting amended accordingly.
STA001	UNC-TPD	B	1.2.5		Categorisation on LDZ/LDZ offtake. How do Transco as system operator register a stock change between two systems in this manner?	The OAD provides that the downstream LDZ will provide the upstream LDZ with quantities offtaken on a daily basis. This data is used within the commercial systems to ensure that the correct quantities are attributed to the appropriate LDZ thereby assuring that stock changes, shrinkage and NDM attributions are derived consistently.	No change.
UU003	UNC-TPD	B	1.2.5		in" should read "as"	Accepted	Drafting amended accordingly.

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SGD005	UNC-TPD	B	1.2.9		1.2.3 (f) defines supply point capacity as a point where a User (shipper) is offtaking gas from any part of the Total System. 1.2.9 (a) states that Shipper Users can not hold NTS exit capacity. We would expect that for the interim period we would continue to hold exit capacity in the normal manner for any NTS customers to whom we supply gas and that we would be invoiced for capacity charges accordingly. We would welcome clarification.	1.2.9 (a) states that NTS Exit Capacity does not represent capacity in the NTS. However in relation to NTS/LDZ Offtakes, in the interim arrangements, NTS Exit Capacity will continue to be allocated to Shipper Users as now (based upon the aggregation of relevant supply point capacities). This will enable the current billing arrangements in respect of such capacity allocations to continue in the interim without any further amendments (other than those to reflect new ownership of DNs) to shipper systems. Thus shippers to supply points in the LDZs will continue to see NTS Exit Capacity charge invoices in the same form as currently. Similarly there will be no changes in respect of NTS Exit Capacity invoicing arrangements at NTS direct connects.	No change.
SSE007	UNC-TPD	B	1.2.9(c)		line 2 insert “)” after 3”.5”	Accepted	Drafting amended accordingly.
UU004	UNC-TPD	B	1.7.10		The licence reference is not correct.	Accepted	Drafting amended accordingly.
UU005	UNC-TPD	B	1.8.3		The paragraph reference of the licence condition referred to is not correct.	We do not agree with this comment.	No change.
SSE008	UNC-TPD	B	2.1.7(a) and 2.1.8		This clause refers to Transco NTS determining System Entry Capability. At an embedded entry point the DN will be determining this in accordance with OAD Section K.3.1.3 and passing the information on to Transco NTS. Would it therefore be more appropriate for the TPD reference to be to the Transporter, rather than Transco NTS	Accepted	Drafting amended accordingly.
UU006	UNC-TPD	B	2.11.1		"New Aggregate NTS System Entry Point" - delete "NTS"	Accepted	Drafting amended accordingly.
UU007	UNC-TPD	B	3.1.3		We still do not understand where this paragraph would apply. It surely would not apply for example to paragraph 3.8?	We believe the drafting to be appropriate.	No change.

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SGD006	UNC-TPD	B	3.8 & 3.9		We are not clear about the purpose of this paragraph as it appears to presume the implementation of the enduring exit arrangements. Or is it expected that a shipper with a firm customers in the interim arrangements would develop contractual arrangements to offer that capacity back (a very different proposal to offering commodity back; eg demand management). These changes appear to presume acceptance by Ofgem of other changes currently out for consultation and/or not yet consulted upon.	The provisions of B 3.8 and 3.9 are designed to satisfy the requirements for an "unconstrained release" of NTS exit capacity as specified in Ofgem's FIA. It is not to presume implementation of enduring exit reform but to allow for the interim arrangements. The intent of this drafting is to increase the likelihood of being able to satisfy requests for new or incremental NTS exit capacity in the interim period, rather than have such applications limited via the physical capability of the network in the context of current connected loads and their expected offtakes from the system. It is a matter for individual shippers, should NTS have a requirement to seek such capacity surrender, to decide whether they would wish to participate in the process envisaged by B 3.8.	No change.
NPow035	UNC-TPD	B	3.8.1 to 3.8.5		This seems to relate to the enduring arrangements not the interim and so should not be included. However, if included it needs to provide for users to be paid for surrendering capacity.	These provisions have been drafted to satisfy the requirement for an "unconstrained release" of NTS exit capacity and NTS offtake capacity in the interim arrangements. The provisions within B 3.8 provide the basis for the treatment of the capacity quantities associated with each capacity surrender. The treatment of such cashflows is to be addressed in the NTS allowed revenue Licence conditions.	No change.
MGN001	UNC-TPD	B	3.9.1		To ensure consistency with the proposed interim exit incentives the clause should allow for applications to reduce Offtake	Accepted	Drafting amended accordingly. See B6.3.7
NPow036	UNC-TPD	B	3.9.1(c)		Add "an amount" between "for" and "or"	Accepted	Drafting amended accordingly.
NPow037	UNC-TPD	B	3.9.3(b)		Replace "shall" with "may"	Transco believe that the should be obliged to respond in these circumstances	No change.
NPow038	UNC-TPD	B	3.9.4(a)(i)		Replace "pursuant" with "following"	Transco believe that the text is sufficiently clear	No change.
UU008	UNC-TPD	B	3.9.4(a)(i)		To make clear that NTS Offtake Capacity would not be reduced following acceptance of a surrender of NTS Exit Capacity please insert after "other than" the words "except in the case of NTS Offtake Capacity"	Covered by exclusion in 3.8.1 therefore believe no amendment required.	No change.
UU009	UNC-TPD	B	4.6.9		Is "ci" correct. The reference to paragraph (f) should be to (d).	Accepted.	To be reflected in final drafting.
NPow039	UNC-TPD	B	6.1.2		Paragraph 1.2.2. is the wrong reference. Delete "In accordance with paragraph 1.2.2"	Accepted: reference should have been to B1.1.12	Drafting amended accordingly.

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NPow040	UNC-TPD	B	6.2.1		Add "and publish" after "DNO User"	We note the divided opinion from respondents upon this matter. We have chosen to publish the anticipated OCS data, which is currently on the website, and it would be our intention to publish OCS data to achieve transparency during the interim period. We do not propose to change the drafting at this stage.	No change.
UU507	UNC-TPD	B	6.2.1		Linked to the provisions of this section we do not believe the Offtake Capacity Statement should be widely published, and should be issued on a confidential basis to the relevant party. In any event, we would request that the 22.00 Assured Offtake Pressure be checked for accuracy with respect to the figures issued on this occasion.	We note the concerns about confidentiality but believe that it is appropriate to publish the OCS. We will ensure that we check the provisional OCS published data before we finalise the OCS statements for UNC purposes to aid transparency in the allocation of capacity and pressure.	No change.
UU505	UNC-TPD	B	6.3.2		This clause anticipates a DNO User applying for an increase in the amount of its NTS Offtake Capacity statement at NTS/LDZ offtakes. This paragraph should be extended to reflect a DNO having the right to apply for a decrease.	Accepted.	Drafting amended accordingly.
NPow041	UNC-TPD	B	6.3.3(d)		Replace "and" with "and/or"	Accepted.	Drafting amended accordingly.
NPow042	UNC-TPD	B	6.3.5		What about outside the Application Window. Transco NTS will still need to take account of Shipper user demands which will arise at any time. Published guidelines needed as to who Transco NTS will allocate NTS Offtake Capacity between Shippers and DNO Users in the interim.	B6.3.2b provides for applications to be considered outside the bid window and which will be considered in the order that they are received.	No change.
NPow043	UNC-TPD	B	6.3.7		Add "and publish" after "issue"	NTS Transco would envisage that it would publish revisions to the OCS following adjustments to capacity during the interim but does but does not propose to amend the drafting.	No change.
NPow044	UNC-TPD	B	6.3.8		Replace "may" with "will"	NTS Transco would envisage that it would publish the amount of NTS Offtake Capacity held at NTS/LDZ offtakes but does but does not propose to amend the drafting.	No change.
SSE015	UNC-TPD	B	6.3.8		Whilst in principle we agree with publication of information, careful consideration should be given to the implications from a security point of view.	We note the issue raised but do not believe that the release of this capacity information per se creates any security issue.	No change.

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NPow045	UNC-TPD	B	6.5.5		FT should be defined as "is 0.03 (a 3% flexibility tolerance);" as under I.3.1.3 of the Offtake Arrangements the tolerance in respect of offtake at all offtakes is 3% (and in the case of any one NTS/LDZ Offtake 10%). To set a tolerance in the overrun formula (which is not even being used as yet) will penalise DNO users for doing something they are legitimately entitled to do under the Offtake Agreement. The same argument will apply for Shipper Users (if this overrun formula is ever applied to them) as the NexA provides for a tolerance of 3%.	The 1.5% "flexibility tolerance" defined in B 6.5.5 is applied to a cumulative integrated offtake over 16 hours. This is quite different to the instantaneous rate tolerances applied in respect of OPNs. We believe that a tolerance is appropriate and preferable to not having a tolerance in which circumstance a user fully utilising flexibility would be subject to overruns associated with random events. We believe that 1.5% provides an appropriate tolerance in respect of the utilisation of flexibility capacity test.	No change.
NPow046	UNC-TPD	B	6.5.6		Bearing the current wording of this clause 6.5.4, 6.5.5. and 6.5.6 should be deleted in their entirety.	It is the overrun provision, and that alone, that defines the flexibility capacity product. The product would be meaningless without B 6.5.4 and B 6.5.5. B 6.5.6 provides clarity that a User is not exposed financially when an overrun occurs.	No change.
CE001	UNC-TPD	B	general comment		General concerns that the drafting may not be completely workable in practice. At this stage in the consultation process it is impossible to define specific concerns as they relate to application of Business Rules and Principles where the underlying detail is not available. Please see comments under Section J.	We do not believe this to be the case with the interim arrangements, which are well defined. It would be helpful if any specific concerns are raised as a matter of urgency.	No change.
EON001	UNC-TPD	B	general comment		A number of clauses appear to pre-judge the form of any enduring exit arrangements and associated incentives as well the nature of involvement of Transco in an exit capacity 'market'. We wish to see Transco's role as NTS operator in energy or capacity markets to be as residual as possible thereby minimising the extent to which Transco can inadvertently distort such markets.	The drafting reflects the definition of the interim regime as defined in the TANIF consultation having due regard for Ofgem's FIA and the Authority decision. The proposals include arrangements to satisfy Ofgem's "unconstrained capacity" release requirements but these are still well short of defining an "exit capacity market".	No change.
SSE021	UNC-TPD	C	1.12		renumber 1.12 as 1.11	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE022	UNC-TPD	C	1.13		renumber 1.13 as 1.12.	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE016	UNC-TPD	C	1.1.7		We note this provision for Transco to notify each other transporter of the nominations made by shippers on its system. However we do not believe that this is referenced in the OAD. The corresponding obligation should therefore be included in the OAD.	Comment accepted.	Provision removed from TPD and drafted into OAD Section I 6.2.
SSE020	UNC-TPD	C	1.10.2		Reference should be to 1.10.1	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE017	UNC-TPD	C	1.7.3		reference should be to 1.7.1(a).	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
NPow047	UNC-TPD	C	1.7.3 and 1.7.4 and 1.7.5		In each case reference to paragraphs 1.6. should read 1.7	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.

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SSE018	UNC-TPD	C	1.7.4		reference should be to 1.7.3 not 1.6.3.	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE019	UNC-TPD	C	1.7.5		references should be to 1.7.2 and 1.7.4 and 1.7.3.	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE023	UNC-TPD	C	2.5.1 and 2.5.2		reference should be to 1.6	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE024	UNC-TPD	C	3.2.4		Replace NTS with Total System to reflect that input nominations are made at LDZ Entry Points	Disagree: the Mod which removed UGF was specific to NTS inputs.	No change.
SSE025	UNC-TPD	C	4.1.10		reference should be to 1.10.2	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE026	UNC-TPD	C	4.2.1		Reference should be to 1.6	Accepted: this was a cross-referencing error.	Cross-referencing error corrected.
SSE027	UNC-TPD	D	1.1.1 and 1.2.1(a)		Why does this still refer to LDZ stock when OPNs from DN should reflect LDZ stock?	Accepted in context of NTS.	Drafting of 1.2.1(a) amended accordingly.
SSE028	UNC-TPD	D	1.3.1(b)		line 5 reference should be to J.4 not J44 and to Provisions not Agreement	The text does not refer to J44 as one of the "4"s has been struck-through. Accepted re "Provisions".	Drafting amended accordingly.
UU010	UNC-TPD	D	1.4(g)		Is the reference to Operational Guidelines" still appropriate given that this has been removed from D1.1.4?	Accepted.	To be reflected in final drafting.
UU011	UNC-TPD	D	2.1.1		"Standard Condition [9(3A)]" should read "Standard Special Condition A11(22A)"	Accepted.	Drafting amended accordingly.
SSE033	UNC-TPD	E	3.4		these definitions have been deleted but believe that they are used elsewhere in TPD, e.g. J.1.3.3(d)	Accepted.	Definition of User Daily NTS Offtake Quantity reinstated in Section J.
SSE032	UNC-TPD	E	1.11.2		This states that quantity of gas offtaken at an Inter-System Offtake by DNO in capacity of Shrinkage Provider will be determined in accordance with the OAD. Please could Transco clarify where this is referenced.	On further consideration we consider that this is dealt with by Section N.	Provision deleted.
MGN003	UNC-TPD	E	1.4.1		Incorrect cross reference, replace E3.5 with E3.4	Unable to identify exact concern	No change.
SSE029	UNC-TPD	E	1.5.1(b)		seems not be consistent with H.1.7.2(b) and 2.5(b)	Transco believe that reference to demand and the assessment shrinkage are consistent and, in any event, have not changed as a result of the conversion to UNC.	No change.
SSE030	UNC-TPD	E	1.9.1(b)		Users should be Users'.	Accepted.	Drafting amended accordingly.
SSE031	UNC-TPD	E	1.9.6(b)		Should reference be to Provisions not Agreement	Accepted.	Drafting amended accordingly.
UU012	UNC-TPD	E	3.4.1		This needs to be reinstated as the term is used in TPD J1.3.3	Noted: term used at J1.3.3.	Definition of User Daily NTS Offtake Quantity reinstated in Section J.
NPow048	UNC-TPD	E	3.4.1 and 3.4.2 and 3.4.3		Why has this text been deleted and does it appear elsewhere	The text has been moved to Section J as this is where the definition is used	Definition of User Daily NTS Offtake Quantity reinstated in Section J.
SSE034	UNC-TPD	E	7.4.2		line 1 – remove "the"	Transco believe that the text is sufficiently clear	No change
UU013	UNC-TPD	E	7.4.4(d)(i) and (ii)		Delete "by the User to" which is covered by the lead in wording.	Accepted	Drafting amended accordingly.
SSE035	UNC-TPD	F	1.2.5		insert "Uniform" before Network Code Committee	Accepted	Drafting amended accordingly.
NPow049	UNC-TPD	F	1.4.3		Why has this text been deleted and does it appear elsewhere	Text has been deleted because it is duplicated in the Network Code following a previous modification	No change.
SSE036	UNC-TPD	F	6.2.3		line 2 - insert "relevant" before User	Accepted	Drafting amended accordingly.

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NPow050	UNC-TPD	G	1.8		Sub deduct arrangements: There are references to both System and Total System Is this appropriate?	The convention is that the supply point is physically attached to "a System" whereas gas offtaken art such a supply point is oftaken from the "Total System"	No change.
NPow051	UNC-TPD	G	1.1.1(b)		Replace "User" with "Shipper User"	As DNO Users are specifically excluded from this Section, a User can only be a "Shipper User"	No change.
UU014	UNC-TPD	G	1.16.2(e)		The reference to the Shippers licence is incorrect as the change should have been made to the reference to the Suppliers licence	Accepted	Drafting amended accordingly.
SSE038	UNC-TPD	G	1.8.6 line 8		delete "Total"	Accepted	Drafting amended accordingly.
SSE039	UNC-TPD	G	1.9.1		Need to qualify that obligation to maintain Supply Point Register relates only to the DN's system(s)	Accepted.	Drafting amended accordingly.
NPow052	UNC-TPD	G	1.9.12		We should have sight of Supply Point Information Service Guidelines and ensure it is reviewed in the light of DN Sales and Agency Arrangements	Confirm these Guidelines will be a joint ownership document under the UNC.	In G1.9.12, "the transporter" changed to "transporters".
SSE040	UNC-TPD	G	2.1.10(a)		move opening bracket in line 2 to after "and"	Accepted	Drafting amended accordingly.
UU015	UNC-TPD	G	2.1.10(b)		After "in favour of the Transporter" insert "(or Transco NTS as appropriate)	Accepted	Drafting amended accordingly.
MGN004	UNC-TPD	G	2.5.1(b)		therefor should read thereof	Unable to identify exact concern	No change.
SSE041	UNC-TPD	G	3.7.5		line 3 should read "a System"	Accepted	Drafting amended accordingly.
UU016	UNC-TPD	G	3.7.5 line 3		""the System" should read "a System"	Accepted	Drafting amended accordingly.
SSE042	UNC-TPD	G	3.8.1		line 1 should this read "a System"?	Accepted	Drafting amended accordingly.
UU017	UNC-TPD	G	3.8.1(a)		"Total System" should read "a System"	Accepted	Drafting amended accordingly.
SSE043	UNC-TPD	G	6.10.5(c)		line 2 – big space before (Accepted	Drafting amended accordingly.
UU018	UNC-TPD	G	6.11.16		delete "]"	Accepted	Drafting amended accordingly.
SSE044	UNC-TPD	G	7.3.6(a)(i)		Line 2 – insert "Total" before System	Accepted	Drafting amended accordingly.
UU019	UNC-TPD	G	7.3.6(a)(i)		"System" should read "Total System"	Accepted	Drafting amended accordingly.
SSE045	UNC-TPD	G	Annex G-2		Annex G2 last paragraph of 1 – Reference should be to the "Transportation" Principal Document (three insertions required)	Accepted	Drafting amended accordingly.
UU020	UNC-TPD	G	Annex G-2 para 4.4		"Sharing" should read "Shared"	Accepted	Drafting amended accordingly.
SSE037	UNC-TPD	G	general comment		We note that a general clause has been included under GT.B.2.1.3 to clarify that the Transporter in context of a Supply Point means in relation to network supply point is located on.	Noted.	No change.
SGD002	UNC-TPD	general comment			While we welcome Transco response to requests for the Business Rules to be circulated, we are concerned that these rules were not always consistent with the Guide with the Rules suggesting no Class 2 or 3 changes but the Guide stating that these existed. It is somewhat unusual to have detailed legal drafting produced (and consulted upon) without any final business rules against which to check drafting for consistency and accuracy.	Revised UNC Development Forum business rules were provided during the drafting review to assist with the initial stages of the drafting review. However, once the legal drafting process commenced in earnest, as issues were raised, they were logged and resolved on an issue log. It was always the intention that Detailed Business Rules would fade into the background once the legal text became more established and the definitive document recording the changes.	No change.

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TOT001	UNC-TPD	general comment			Page numbering throughout the document is inconsistent - e.g. V-1, V-2 or Section A 1.2,3 etc TGP do not believe that it is perfectly clear that in all instances when a Transporter's UNC refers to a supply point whether it is a supply point connected to that Transporters network? For example re TNI Supply Points, is the UNC absolutely clear in interpretation that a Transporter could only designate an Interruptible Supply Point as being a TNI Supply Point if that Supply Point was connected to that Transporter's network. It may be sensible to clarify this in the various Supply Point definitions	Comment noted ; addressed in revised version	Drafting amended accordingly.
SSE048	UNC-TPD	H	2.2		In the previous legal drafting meeting Transco was to verify the definitions	Accepted; H2.2.2 amended.	Drafting amended accordingly.
NPow053	UNC-TPD	H	1.4.2		Missing Word: Uniform before Network Code Committee Reference: Section B General Terms 10	Accepted	Drafting amended accordingly.
SSE046	UNC-TPD	H	1.4.2		insert "Uniform" before Network Code Committee	Accepted	Drafting amended accordingly.
NPow054	UNC-TPD	H	1.6.5(b)(i)		Should have sight of document specifying NDM Sampling information, needs to be available to Shippers.	This information is provided to DESC members who monitor sample distribution numbers as part of its normal operation.	
NPow055	UNC-TPD	H	1.6.6		Shouldn't it be more precise as to how often the consultation should take place (e.g. every 5 years)?	The performance of samples and the algorithms is routinely considered by DESC. It has not been considered to be necessary to be prescriptive about this. We would anticipate that should any party believe that such a consultation should be necessary it would ensure the matter is raised with DESC or the Uniform Network Code Committee, and, if subsequently it were not satisfied it might consider raising a UNC Modification Change Proposal.	No change
NPow056	UNC-TPD	H	1.8.1		Missing Word: Uniform before Network Code Committee	Accepted	Drafting amended accordingly.
SSE047	UNC-TPD	H	1.8.1		insert "Uniform" before Network Code Committee	Accepted	Drafting amended accordingly.
NPow057	UNC-TPD	H	1.8.6		Missing Word: Uniform before Network Code Committee	Accepted	Drafting amended accordingly.
UU021	UNC-TPD	H	1.9.2		"Condition 9(3)" should read "Condition A11(18)"	Accepted	Drafting amended accordingly.
TOT002	UNC-TPD	H	5.2.7		Whilst we recognise that H5.2.7 requires the Transporter to exercise reasonable skill and care in forecasting demand, we now believe that there should be a Standard of Service on Transco NTS in view of the potential for a deterioration in the quality of the Total System Demand forecast arising from an increase in the number of parties providing the component information.	The Code Obligation on transporters in this regard have not been diluted and it is not appropriate at this juncture to introduce not transporter obligations. This could be something which is reviewed over time.	No change.
UU022	UNC-TPD	I	1.1.4		Replace "NTS/LDZ Offtakes" with "Inter System Offtakes"	Accepted	Drafting amended accordingly.
SSE050	UNC-TPD	I	1.2.4		reference should be to J.6.3	Accepted; reference corrected.	Drafting amended accordingly.
SSE051	UNC-TPD	I	3.7.1		As gas is tendered for delivery via nominations DNs need to have access to relevant information pertaining to shippers' intended gas flows onto their systems. We believe that this should be covered under TPD Section C.1.1.7. We understand that there are provisions in the OAD to allow Transco to inform the DN of the aggregate available firm NTS entry capacity held by shippers at relevant entry points ahead of/on the day in order for the DN to be able to comply with this clause.	Still maintain inter-operator flow notifications are of more value for this purpose, and nominations are required to underpin the scheduling rules. Transco are looking at ways of making relevant shipper nom information available to DNOs	No change.
SSE052	UNC-TPD	I	3.7.1		Last line – should read "Adjusted pursuant to Section B.2.10.8".	Accepted	Drafting amended accordingly.

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SSE049	UNC-TPD	I		general comment	There is not consistent use of Transco/Transporter in this Section	We believe that the references are consistent, with "Transco" used only the reference is historical. One minor change is required to ensure this distinction is applied.	One minor drafting correction to change "Transco NTS" to "Transco"
STA003	UNC-TPD	J	1.2		In section A3, a System exit Point is defined as a Supply Meter Point or a Connected System Exit Point. However in section J, references to System Exit Points include inter system Offtakes. Correction required.	Transco believe that the text is sufficiently clear	No change.
SSE056	UNC-TPD	J	1.5		Line 2 delete "to or" Line 2 Should "a System" be "the Total System"?	Transco believe that the text is sufficiently clear	No change
STA004	UNC-TPD	J	1.5		Why is the reference to Network exit Agreement changed to Network Exit Provisions? Is there any change other than name change here?	Transco believe that the text is sufficiently clear	No change.
EDF003	UNC-TPD	J	2.5		The rules are not clear as to how Transco will prioritise User's applications for increase offtake pressures and whether the calculation will be non-discriminatory.	<p>The pressures detailed in the OCS for the interim period represent the pressures that have been agreed between the NTS and the DNs and which are consistent with providing 1 in 20 security within the LDZs. The application process recognises that pressures other than those agreed could be the subject of an application process. Where such applications are made Transco would need to assess such applications against the criteria defined in the legal drafting and in the context of its Licence obligations. These obligations include a requirement not to be unduly discriminatory.</p> <p>During the interim period any revised pressures for DNs would feature in revised OCS and therefore should any party believe that it has been subjected to undue discrimination it would be at liberty to make representations to Transco and might ultimately, if it was subsequently not satisfied, refer the matter to Ofgem for determination.</p>	No change.
SSE079	UNC-TPD	J	3.10		Please could Transco confirm that the DNO will not be in breach of any of the provisions of 3.10 when Transco NTS has accepted a revised OPN under 4.5.5(b) or where the DN has responded to a request from Transco NTS under OAD Section I to modify its OPN. We believe that this is easily clarified via a cross-reference to the relevant provisions of J.7. We have proposed an additional clause 7.4.3. which we believe addresses this point.	We recognise the concern raised. We have proposed revised drafting to address the issue.	Drafting amendments made by insertion of OAD I 2.4.4 to clarify old 2.4.3(b), and amendment to J4.5.2, and to J3.10
SSE080	UNC-TPD	J	3.10		<p>Renumber paragraph 3.10.7 as 3.10.3</p> <p>Renumber paragraph 3.10.8 as 3.10.4</p> <p>Renumber paragraph 3.10.9 as 3.10.5</p>	Accepted	Drafting amended accordingly.

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MGN005	UNC-TPD	J	3.11		Incorrect cross-reference, replace J3.10 with J3.11	Accepted	Drafting amended accordingly.
NPow058	UNC-TPD	J	3.11		Replace reference to PGT in the title as these no longer exist	Accepted	Drafting amended accordingly.
SSE087	UNC-TPD	J	4.3		We suggest a "sense-check" of this clause to ensure that it is consistent with provisions in the OAD.	We have checked out this clause and consider it to be consistent.	No change.
SSE096	UNC-TPD	J	5.8		This clause will require updating to accommodate BETTA.	This is recognised but does not necessarily have to be changed for Day 1 although we recognise that it should, and will, be amended to reflect BETTA implementation later.	No change.
NPow059	UNC-TPD	J	7.1		What happens if both the upstream and downstream Transporters claim they have complied but the Shipper User still cannot get gas	We have reviewed the drafting. Provisions not intended to affect shipper rights.	Drafting amended accordingly.
UU506	UNC-TPD	J	7.4		We do not consider it appropriate that DNOs are liable for tolerance excursions when the same treatment is not applied to direct connects.	We recognise the concern raised and have amended the drafting so that the DN will not be financial exposed in the event of non-compliance with the OPN tolerances. However the DNs (like the Direct Connects) still have a contractual commitment to ensure that gas offtaken from the system does not exceed or is less than the rate associated with the OPN by more than the appropriate tolerance.	Drafting amended accordingly.
SSE053	UNC-TPD	J	1.1.2		Line 2 should reference to "a System" be the same as in 1.2.1 "Total System or a part of the Total System"?	Ref should be to J1.1.2 but Transco believe that the text is sufficiently clear	No change
SSE054	UNC-TPD	J	1.2.3		line 1 - comma required after 4.	"4" has been struckthrough, no comma required	No change
NPow060	UNC-TPD	J	1.3.1		Need definition of downstream transporter as used in 3.5.7.d and 7.1	3.5.7 and 7.1 don't define downstream transporter. We consider the drafting in J 1.3.1 to be appropriate.	No change.
TOT004	UNC-TPD	J	1.3.1 (d)		Should "the downstream DN operator" read " the downstream transporter".	We believe the drafting to be appropriate.	No change.
UU023	UNC-TPD	J	1.3.2(d)		"have" should read "having"	Accepted	Drafting amended accordingly.
SSE055	UNC-TPD	J	1.3.3(d)		where is User Daily NTS Offtake Quantities defined – seems to have gone from Section E.3.4.1	Accepted	Drafting amended accordingly.
NPow061	UNC-TPD	J	1.5.4(c)		Should this read Network Exit Provisions	Yes this should read Network Exit Provisions but the (c) should be deleted but not the clause	Typo to be amended; need to delete (c) (but not the associated words)
SSE057	UNC-TPD	J	1.5.4(c)		replace "Entry" with "Exit"	Accepted	Drafting amended accordingly.
SSE058	UNC-TPD	J	1.5.7		reference should be to paragraph 5	Accepted	Drafting amended accordingly.
NPow062	UNC-TPD	J	2.1.1(a)(ii)		Should this also include CSEP Exit points	Dealt with by CSEP Ancillary Agreements where appropriate.	No change.
SSE059	UNC-TPD	J	2.1.5		[Individual]?	Accepted	Drafting amended accordingly.
SSE060	UNC-TPD	J	2.1.6		line 2 should "a System" be "the Total System"?	Accepted	Drafting amended accordingly.
SSE062	UNC-TPD	J	2.2.1		line 3 – Should "a System" be "the Total System"?	Transco believe that the text is sufficiently clear	No change
SSE061	UNC-TPD	J	2.2.4 and 2.2.5		2.2.4 line 3 and 2.2.5 line 2 - delete "Network"?	Accepted	Drafting amended accordingly.

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SSE063	UNC-TPD	J	2.4.2		line 4 - delete "Network"?	Accepted	Drafting amended accordingly.
SSE064	UNC-TPD	J	2.5.2		The Offtake Capacity Statement for Scotland seems to be inconsistent with this clause which provides that 0600 and 2200 pressures should be the same as those specified in previous year's OCS.	Given that only the first OCS has been provided we are surprised at this observation. The clause provides that once pressures have been declared for year "n", when a subsequent OCS is published that the pressures for year "n" will be at least as high as indicated in the previous OCS. The effect of this is that once a pressure has been "declared" it cannot be reduced with respect to the OCS commitment.	No change.
SSE065	UNC-TPD	J	2.5.2		line 4 – should "year" be "Year"?	"Year" in this context is not a defined term	No change
SSE066	UNC-TPD	J	2.5.3		last line suggest insertion of comma after Year	Transco believe that the text is sufficiently clear	No change
SSE067	UNC-TPD	J	2.5.4		We note that the DNO may apply to increase Assured Offtake Pressures at an Offtake for a relevant Gas Year.	Noted.	
STA005	UNC-TPD	J	3.1.3		Shippers could be affected here by the mis-match of gas offtaken quantities between an inter-system offtake and a shipper user from the downstream system. What if the quantities of gas offtaken at an inter system offtake is incorrectly measured.	The arrangements have been designed to deliver the "status quo". From a shipper perspective the proposals represent no change from the current regime. If an inter-system offtake is incorrectly measured then the provisions currently applied in respect of such measurements are codified in the OAD. Amendments after the Exit measurement "D+5" closeout will be treated exactly as they are now.	No change.
UU029	UNC-TPD	J	3.10.2 onwards		the numbering of the paragraphs is incorrect here.	Accepted	Drafting amended accordingly.
NPow063	UNC-TPD	J	3.10.3 to 3.10.6		These should not be sub clauses but should be part of 2.10.2.	Agreed numbering requires revision	Numbering to be revised.
SSE081	UNC-TPD	J	3.10.5(a)(ii)		should "or" be "and"?	Cannot locate reference	No change
SSE082	UNC-TPD	J	3.10.5(a)(iii)		Reference to B6.4 should be to 6.5.4 and 6.5.5	Agreed	Drafting amended accordingly.
NPow064	UNC-TPD	J	3.10.9		Replace User in the second line with "DNO User"	User can only mean DNO User in this context	No change.
NPow065	UNC-TPD	J	3.10.9(a)(iii)		Referred clause should be B.6.5 not B.6.4	Accepted	Drafting amended accordingly.
SSE083	UNC-TPD	J	3.11.1		reference should be to 3.11 not 3.10	Accepted	Drafting amended accordingly.
SSE084	UNC-TPD	J	3.11.1		reference should be to 3.11 not 3.10	Accepted	Drafting amended accordingly.
UU030	UNC-TPD	J	3.11.1		The reference to 3.10 should be to 3.11	Accepted	Drafting amended accordingly.
SSE085	UNC-TPD	J	3.11.7		a) reference should be to 3.11 not 3.10 (appears twice) b) reference to Transco should be to "the Transporter".	Accepted.	Drafting amended accordingly.
UU031	UNC-TPD	J	3.11.7		The references to 3.10 should be to 3.11 (appears twice)	Accepted	Drafting amended accordingly.

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SSE068	UNC-TPD	J	3.3.5		Could Transco clarify how the DN gets notice of non-compliant gas being made available?	We would envisage that the GNCC would advise the ACC (during the SOMSA) as a matter of urgency to ensure the appropriate operational decisions to mitigate the attendant risks. Such an event would trigger an "incident report" and this would generate further written communication to the DN.	
MGN006	UNC-TPD	J	3.3.7		This clause is in square brackets and we understand NGT is considering the wording to be inserted in this clause. We will consider the final draft wording in Phase 2 of the consultation	Noted.	Revised drafting provided.
SSE069	UNC-TPD	J	3.3.7		Please could Transco clarify the status of this clause which is currently in square brackets	Now updated.	Drafting amended accordingly.
UU024	UNC-TPD	J	3.3.7		We understand that Transco is still considering the drafting of this clause in the light of the points raised by DNs in the legal drafting sessions	Accepted	Drafting amended accordingly.
NPow066	UNC-TPD	J	3.4.1(c)		Remove "of" after liability in the last line	Agreed	Remove "of" after liability
SSE070	UNC-TPD	J	3.4.1(c)		Line 4 – delete second "of"	Accepted	Drafting amended accordingly.
UU025	UNC-TPD	J	3.4.1(c) line 4		delete "of" after "liability"	Accepted	Drafting amended accordingly.
SSE071	UNC-TPD	J	3.4.2(a)(iii)		This clause was to be redrafted following the legal drafting in February to recognise that more than one System could be supplied via an Inter-System Offtake	An Offtake is defined as serving one LDZ only.	No change.
UU026	UNC-TPD	J	3.4.2(a)(iii)		"System" should read "System(s)" as more than one LDZ may be affected.	Each offtake is categorised so that it only feeds one system - rejected	No change.
NPow067	UNC-TPD	J	3.4.3		Why has the exclusion in brackets been included? If the Offtaking User is a Shipper User why should amounts under 3.4.c.ii, which are payable to DNO Users excluded.	The principle underpinning the drafting was that the liability cap should apply in respect of non-compliant gas only and should exclude any payments that might arise in the context of "gas not made available for offtake".	No change
SSE072	UNC-TPD	J	3.4.3		line 4 – insert "Total" before System.	Transco believe that the text is sufficiently clear	No change
SSE073	UNC-TPD	J	3.4.6		line 2 reference should be to 3.4.5(a)(i) or (ii)	Accepted.	Will be reflected in final version.
UU027	UNC-TPD	J	3.4.6		The second (i) should read (ii)	Accepted	Drafting amended accordingly.
SSE074	UNC-TPD	J	3.5.1(a)		line 2 – insert "Total" before System	Transco believe that the text is sufficiently clear	No change
SSE075	UNC-TPD	J	3.5.1(b)		line 1 should read "a System" or "the Total System"	Transco believe that the text is sufficiently clear	No change
SSE076	UNC-TPD	J	3.5.3		definition of X – line 2 - insert "Total" before System	Transco believe that the text is sufficiently clear	No change
SGD008	UNC-TPD	J	3.5.7		Is an "Offtaking User" the same as a "DN User" or does this include "Shipper User" as well? It is difficult to understand the implications of this paragraph but assume it to mean DN User.	Section J 3.1.1 (c) defines the downstream DN Operator as the Offtaking User in respect of an Inter-System Offtake.	
UU028	UNC-TPD	J	3.5.7(a)		"downstream System" should read "downstream System(s)"	Each offtake is categorised so that it only feeds one system - rejected	No change.

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NPow068	UNC-TPD	J	3.5.7(c)		It needs to be defined which Transporter, either the upstream or downstream, pays these amounts. Shippers should not have to be party to the debate as to who is to blame.	Section J 3.1.1 (c) defines the Offtaking User in respect of an Inter-System Offtake as the downstream Transporter. The Offtaking User defined in 3.5.7 (a) is therefore the downstream Transporter. The provisions of J 3.5 enable a User affected by gas not made available for offtake to be recompensed by the relevant transporter. A shipper will therefore not need to get involved in respect of who was to blame for the failure; the shipper will deal with the relevant transporter. The 3.5.7 (c) addresses the issue whereby the downstream transporter might be recompensed where it has incurred liabilities payments to its users, but where such failure resultant from the failure of the upstream transporter	No change.
SSE077	UNC-TPD	J	3.5.8		should reference to Transco NTS be to upstream Transporter? Couldn't a DN be the upstream Transporter?	Transco believe that the text is sufficiently clear	No change
NPow069	UNC-TPD	J	3.5.8(b)		GS/OS payments be excluded from payments to Shippers. Delete this clause in its entirety	Shippers will be unaffected. This relates to inter-transporter obligations.	No change.
NPow070	UNC-TPD	J	3.6.2		The paragraph starting "Where in relation to any Day" should be para 3.6.3	Accepted	Drafting amended accordingly.
NPow071	UNC-TPD	J	3.7.4(a)		Change "User" to "Shipper User"	Transco believe that in the context of this paragraph the "User" is the shipper	No change.
NPow072	UNC-TPD	J	3.7.4(b)		Delete the words "by that User"	Transco believe that the text is sufficiently clear	No change.
SSE078	UNC-TPD	J	3.8.2(b)		Should references be to "Total System" rather than "relevant System"?	Transco believe that the text is sufficiently clear - a transporter can only make a judgement in the context of its own system	No change
NPow073	UNC-TPD	J	4.1.1		Replace "further to" with "in addition to"	Transco believe that the text is sufficiently clear	No change.
SSE086	UNC-TPD	J	4.1.1		line 3 - should "relevant System" be "Total System"?	Transco believe that the text is sufficiently clear	No change
NPow074	UNC-TPD	J	4.1.2		We are concerned that this clause will impose the offtake obligations contained within the code on Shipper Users who do not have NEXAs. Also there is no paragraph 4.8 (check paragraph cross references)	The arrangements do not extend the scope or amend current NEXAs. See also J1.5.6. Cross-referencing error noted.	No change re NEXAs. Change reference to 4.8 to 4.7.
NPow075	UNC-TPD	J	4.1.3		There is no paragraph 4.8 (check paragraph cross references). Also "and" in the second line should read "or"	Accepted.	Drafting amended accordingly.
STA006	UNC-TPD	J	4.3.1 and 4.3.3 and 4.4		It is not clear why the provisions of 4.3.1, 4.3.3 and 4.4 will need to apply to the Network Exit Provisions of a CSEP in a multi transporter environment where they were not necessary before.	This is a structural change with no substantive effect, putting common provisions for Network Exit in a single place in J4.3. Later provisions set out requirements specific to Exit point type.	No change.

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SSE088	UNC-TPD	J	4.3.1(f)		Under A.3.4 an Inter-System Offtake is a NTS Exit Point which would suggest that they are captured under Section L, however Section L4.3.2(a) doesn't seem to apply to DNO Users?	Accepted.	Drafting amended accordingly.
SSE089	UNC-TPD	J	4.3.2(a)		line 4 replace Agreement with relevant Provisions	Accepted	Drafting amended accordingly.
SSE090	UNC-TPD	J	4.3.2(c)		insert Total before System line 2	Transco believe that the text is sufficiently clear	No change
SSE091	UNC-TPD	J	4.3.3(c)		incorrect references to 5.8.1(a) and (b) – should be ?	Accepted	Drafting amended accordingly.
SSE092	UNC-TPD	J	4.5.2		insert "relevant" before System on line 2?	Accepted	Drafting amended accordingly.
NPow076	UNC-TPD	J	4.5.5		Paragraph 7.3.2 applies to DNOs at Inter System Offtakes but OPNs can be made by Shipper Users too.	The clause applies to both NTS/LDZ offtakes and Direct Connects.	No change.
SSE093	UNC-TPD	J	4.5.5(b)		If more than one User has made a request under this clause then Transco will use the gate closure allocation methodology (J.7.3.2) to decide who gets to increase offtake. We look forward to seeing this methodology. It would seem appropriate to consider access to the short run system flexibility product to ensure that the DN can access within-day flow rates consistent with continued safe and efficient operation of the system Reference should be to 7.3.1	Unless behaviours change significantly we anticipate that the operational requirements of DNs and Direct Connects can be satisfied. We will seek to establish the methodology for short term flexibility access to achieve a satisfactory outcome. The reference to 7.3.2 is incorrect and will be amended to 7.3.1.	Amend reference.
UU032	UNC-TPD	J	4.5.5(b)		The reference to 7.2.1 should be to 7.3.1	Accepted	Drafting amended accordingly.
NPow077	UNC-TPD	J	4.5.6(a)		Add "and/or;" at the end	Transco believe that the text is sufficiently clear	No change.
NPow078	UNC-TPD	J	4.5.6(c)		This is not a sub paragraph but part of 4.5.6.	Agreed	Delete (c) subheading but leave associated text
NPow079	UNC-TPD	J	4.5.9		Para ref 4.6 should read 4.5 but is "Permitted Offtake Rate" Used in 4.5	Agreed	Amend reference 4.6 to 4.5
UU033	UNC-TPD	J	4.5.9		The reference to 4.6 should be to 4.5	Accepted	Drafting amended accordingly.
NPow080	UNC-TPD	J	4.5.9(c)		3.10.3 should be what is currently shown as 3.10.7	Accepted.	Drafting amended accordingly.
SSE094	UNC-TPD	J	4.6.2		line 2 insert "Total" before System	Agreed; changed to "a" system.	Drafting amended accordingly.
SSE095	UNC-TPD	J	4.6.3		delete (c) so clause runs together	Accepted	Drafting amended accordingly.
UU034	UNC-TPD	J	5.3.1		The reference to 5.6 should be to 5.7	Accepted	Drafting amended accordingly.
SSE097	UNC-TPD	J	5.8.2 (a) and (b)		replace "Exit" with "Point"	Accepted	Drafting amended accordingly.
SSE098	UNC-TPD	J	5.8.2(f)		delete Exit	Accepted	Drafting amended accordingly.
NPow081	UNC-TPD	J	6.4.3		Is "gas Transporter" the correct term for any party with a GT licence which this is trying to say?	Rejected	No change.
NPow082	UNC-TPD	J	6.4.3(a)		Is "Transporter" in the first line correct or should this mean "gas Transporter"	Rejected	No change.
SSE099	UNC-TPD	J	7.1.1		line 2 replace "the" with "its". Line 3 replace "its" with "the".	Transco believe that the text is sufficiently clear	No change.
SSE100	UNC-TPD	J	7.1.2		line 2 – replace "the" with "its" and replace "its" with "the"	Transco believe that the text is sufficiently clear	No change.
UU035	UNC-TPD	J	7.1.2		This should also make clear that the DN is not in breach if it has complied with a request from the upstream transporter or the transporter has agreed a variation etc	The drafting of 7.1.2 has been amended. The waivers associated with flow mapping and user requests for access to short term flexibility are addressed in OAD Section I 2.4 and Section J 4.5.6	Drafting amended accordingly.
SSE101	UNC-TPD	J	7.3.1(a)		typo "paragrah" should be "paragraph"	Accepted	Drafting amended accordingly.
SSE102	UNC-TPD	J	7.3.1(b)(ii)		"anyu" should read "any"	Accepted	Drafting amended accordingly.
NPow083	UNC-TPD	J	7.3.2		Need sight of the the allocation principles referred to	These are being worked upon and will be shared with the community.	No change.

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SSE104	UNC-TPD	J	7.3.2		we are still waiting to see this allocation principles	Noted.	No change.
SSE103	UNC-TPD	J	7.3.2		Typo "Tranco" should be "Transco"	Accepted	Drafting amended accordingly.
UU036	UNC-TPD	J	7.4.1		Please insert at the beginning "Subject to paragraph 7.1.2"	Accepted	Drafting amended accordingly.
MGN002	UNC-TPD	J	7.4.1(a)		To provide consistency with the treatment of all NTS connects we propose the removal of the reference to 4.6. This would still provide for the monitoring of OPN performance as currently carried out by Transco in relation to Direct Connects	We recognise the concern raised and have amended the drafting so that the DN will not be financial exposed in the event of non-compliance with the OPN tolerances. However the DNs (like the Direct Connects) still have a contractual commitment to ensure that gas offtaken from the system does not exceed or is less than the rate associated with the OPN by more than the appropriate tolerance. We would expect to monitor flow performance against OPNs and to report regularly to the Operational Forum with particular regard to the frequency and extent of tolerance breaches	Drafting amended accordingly.
NPow084	UNC-TPD	J	7.4.1(a)		Missing and "and;" at the end	Other drafting changes subsume this.	No change.
SSE105	UNC-TPD	J	7.4.1(a)		In light of comments above in respect of 4.5.5 we believe that this clause should be reworded as follows: "the downstream DN Operator does not comply with any of the requirements of paragraph 7.2 in relation to an Inter-System Offtake;"	We recognise that J 4.5 should be extended to facilitate, where such capability is available, greater access to system flexibility. Therefore we have made amendments that facilitate applications for greater access to increased flow flexibility and where such requests are accepted, and the OPN is submitted within 15 minutes, the holding of flexibility capacity will be increased consistent with the application. The drafting is contained in J 7.3.	Drafting amended accordingly.
NPow085	UNC-TPD	J	7.4.1(d)		othe should be replaced with "other" and ad and "or" between "person" and "consumer"	Agreed	Typos to be corrected in drafting
SSE106	UNC-TPD	J	7.4.1(d)		typo "othe" should be "other"	Accepted	Drafting amended accordingly.
UU037	UNC-TPD	J	7.4.1(d)		Typo in "other". Also the word "person" is redundant	Accepted	Drafting amended accordingly.
NPow086	UNC-TPD	J	7.4.2		Operator spelt incorrectly and paragraph 7.3.1 should read 7.4.1	Accepted	Drafting amended accordingly.
SSE107	UNC-TPD	J	7.4.2		typo - should read "DN Operator"	Accepted	Drafting amended accordingly.

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SSE108	UNC-TPD	J	7.4.2		<p>should the cross reference 7.3.1 be 7.4.1?</p> <p>Add a new paragraph 7.4.3 as follows:"The downstream DN operator shall not be in breach of the requirements of paragraph 7.2 where it has exercised a right or entitlement pursuant to or complied with an obligation under the Code or the Offtake Arrangements Document or has acted in accordance with a request of the upstream Transporter."</p>	<p>Accepted re cross-reference. The reference contained within J 7.4.2 is incorrect and has been replaced with the correct reference J 7.4.1. We have refined the drafting of J 7.1 to recognise that the transporters should not be in breach of obligations to make gas available for offtake where it has complied with the terms of the OAD. We have also amended the drafting so that where the DN satisfies a request from the NTS under OAD Section I 2.4 then the resulting OPNs shall not be considered to be in breach of exceeding the maximum permitted rate or NTS offtake capacity holdings</p>	<p>Cross-referencing error corrected. Revised drafting addresses other point.</p>
CE002	UNC-TPD	J	general comment		<p>Although the drafting and business rules of this section are presented as "complete", without further details in a number of areas of operation of this section it is impossible to form a view of the workability of this section. To date there are no details of Capacity Baselines, Flow Flexibility Baselines, interchangeability factors, prices, etc. In addition there are a number of Business Rules principles which are not yet agreed, for example, whether a User registration is required, whether capacity and flow flex will be available unconstrained within day, whether it is appropriate to apply flow flex rationing at all times or only on days where the system is stressed. Until this information is available, and issues resolved, we are unable to form an opinion whether the drafting is fit for purpose or otherwise. Therefore, although we are unable to raise specific points to be addressed within the final preparation of UNC drafting, we (and other Users) must retain the ability to reserve judgement on the completeness of this section. It is inevitable that any outstanding concerns in this area will of necessity be addressed via the Modification Process post imple</p>	<p>We believe that these comments relate to the enduring arrangement proposals and not to the interim proposals. Most of the examples quoted are not features that impact on the interim, e.g. baselines may be relevant to DNs incentives but have little relevance in the UNC drafting, no trading of NTS exit capacity is envisaged in the interim and so interchangeability factors are irrelevant, prices will be determined in accordance with current methodologies etc etc.. We would welcome clarification of any of the issues considered germane to the functioning of the interim arrangements as a matter of urgency.</p>	<p>No change.</p>

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EON004	UNC-TPD	J	general comment		E.ON UK has expressed its opposition to the introduction of a flow-flexibility product through various meetings and letters to the Authority. We do not, therefore, see any justification for incorporating a mechanism that could allow Transco to charge for flow flexibility as part of these interim arrangements. The flow flexibility charge should be removed as it is not necessary for day1 of the UNC. If the Transporters or shippers become concerned about the use of flexibility that cannot be dealt with through the day 1 Transco/DNO administered operational arrangements, Network Exit Agreement terms or relevant system management tools then parties will bring forward proposed changes to the UNC or other relevant documents. Nothing in the day 1 UNC should hinder or facilitate the so called enduring offtake arrangements as such proposals have yet to be brought forward as an official code modification proposal. Only if or when such a modification proposal is approved should charging for flexibility be included in the UNC.	No charging envisaged for flexibility capacity (or use thereof) in the interim arrangements. Flexibility capacity has been introduced in the interim arrangements, but only for DNs. The provision of NTS diurnal storage to support the economic and efficient development and operation of the LDZs has been an integral part of the integrated Transco development and operational processes. The introduction of the flat and flexibility capacity products into the interim arrangements for DNs replicates current arrangements between NTS and DNs and therefore represents an essential feature of the interim arrangement if such economies and efficiencies are to be maintained.	No change.
SGD007	UNC-TPD	J	general comment		We reiterate our view that many of these of these changes are not necessary for the DN Sale (although clearly are). Their introduction appears to be pre-empt any detailed consultation on the enduring exit arrangements by presuming a certain change. It should be considered possible to remove much of this drafting if detailed proposals for exit and flexibility products can not be demonstrated to further the Relevant Objectives.	The proposals are appropriate and proportionate for the interim period. They reflect the requirement for exit capacity allocation to the DNs and afford an approach to achieve such allocation building on current processes and procedures, both as they relate to investment and operational processes.	
TOT003	UNC-TPD	J	general comment		TGP believe the readability of this section of the UNC would be greatly improved if it were to be split into two sections, the first being general/common exit requirements and the second section relating to specific exit requirements necessary to address the DN/NTS relationship.	Rejected	No change.
NPow087	UNC-TPD	K	1.2 and 1.3		These clauses should be combined in a single clause entitled "Transco NTS as a User" with each each type of User included. There is no definition of a NTS User as seems to be implied by the title of Clause 3.	GT Section B has this effect.	No change.
SSE109	UNC-TPD	K	3.2.6		Given the footnote, why does 3.2.8 refer to Managers?	The concept of relevant System manager was used when there were separate system managers for Top-up and Operating Margins. The Top-up role has since been removed but will reappear shortly in the context of constrained Top-up.	Removed footnote.
NPow088	UNC-TPD	K	3.3.4		Why has this been deleted	This has been deleted to ensure that all Shrinkage providers have access to the same shrinkage management tools. DNOs could not input gas into the NTS	No change.

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EDF004	UNC-TPD	L	1.4		We are generally supportive of the changes in this section but would urge Transco to include greater obligations on all parties to ensure that GT's maintenance plans are aligned where possible with Users. We would suggest a Reasonable Endeavours obligation on GTs to communicate their maintenance plans under the same time scales so that opportunities to align maintenance periods and reduce disruption to the UK Gas System are captured by all parties. This would increase the economic and efficient operation of the UK gas transportation system and market.	We welcome the support from EDF for the proposals in this area. The proposals provide for co-ordination of maintenance to minimise disruption to Users and final consumers. There is substantial benefit in the co-ordination of maintenance and the arrangements for further information exchange between NTS and DNs and the process for deriving maintenance plans are covered further in the OAD part of the UNC.	No change.
NPow089	UNC-TPD	L	2.3		This should state that this information should be provided to Transco NTS as they are the party to whom the information is provided under 2.1	Accepted.	Drafting amended accordingly.
SSE113	UNC-TPD	L	3.3		How is DN involved in this process?	The proposals provide for co-ordination of maintenance to minimise disruption to Users and final consumers. There is substantial benefit in the co-ordination of maintenance and the arrangements for further information exchange between NTS and DNs and the process for deriving maintenance plans are covered further in the OAD part of the UNC.	No change.
SSE114	UNC-TPD	L	3.4		How is DN covered by this paragraph?	The proposals provide for co-ordination of maintenance to minimise disruption to Users and final consumers. There is substantial benefit in the co-ordination of maintenance and the arrangements for further information exchange between NTS and DNs and the process for deriving maintenance plans are covered further in the OAD part of the UNC.	no chage.
SSE111	UNC-TPD	L	1.1.1 and 1.3		Why do 1.1.1 and 1.3 only refer to NTS when System should be replaced by Total System?	Provision relates only to NTS Maintenance Planning.	No change.
NPow090	UNC-TPD	L	1.2.4		Why has this been deleted	Declared System Entry Capacity is a term that predates the current rules relating to Entry Capacity	No change.
NPow091	UNC-TPD	L	2.1.3		Add "Uniform" between "the" and "Network"	Accepted	Drafting amended accordingly.
SSE112	UNC-TPD	L	2.1.3		2.1.3 reference should be to "Uniform Network Code Committee"	Accepted	Drafting amended accordingly.
NPow092	UNC-TPD	L	2.2.1		Why should Users pass information to Transco NTS and the relevant Transporter. Surely Transco NTS can pass this information on as the information they provide to Transco NTS under 2.1 is to Transco NTS. Otherwise Users will have to disaggregate information provided under 2.2.1 by relevant Transporter.	There are no obligation on Users in this regard and telling two transporters ensures that the information reaches both promptly and consistently	No change.
NPow093	UNC-TPD	L	3.2.1(c)		Why have the last two lines been deleted	Declared System Entry Capacity is a term that predates the current rules relating to Entry Capacity	No change.

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NPow094	UNC-TPD	L	3.5.3		Why has this been deleted	Declared System Entry Capacity is a term that predates the current rules relating to Entry Capacity	No change.
SSE115	UNC-TPD	L	4.1.1		appears to apply to Inter-System Points as included in definition of NTS Exit Point in A.3.4.2	Accepted - intention is to exclude Inter-System Offtakes.	Drafting amended accordingly.
SSE116	UNC-TPD	L	4.3.4		line one should read "Section"	Accepted	Drafting amended accordingly.
SSE117	UNC-TPD	L	4.4.1		line 1 – Agreement should read "Provisions"	Accepted	Drafting amended accordingly.
SSE110	UNC-TPD	L	general comment		We believe that the current drafting focuses on NTS requirements and we would expect the OAD provisions to ensure that both Transco NTS and DNOs cooperate to ensure that as far as possible maintenance programmes are coordinated and reflect both parties' requirements.	DNO are excluded as users from Section L. Section L is principally about the NTS maintenance schedule and the gathering and publication of information with shippers. Clearly there is a requirement for a Dno and NTS to coordinate schedules and this is captured in OAD Section G	No change.
EDF006	UNC-TPD	M	1.11		The sentence/grammar "In this Section M references to Users exclude DNO Users" does not make sense	This phrase is consistent with other Sections in the UNC	No change.
NPow095	UNC-TPD	M	2.3		Should have sight of T/PR/GT3 (as referred to in 2.4.2.c)	Noted.	No change.
NPow096	UNC-TPD	M	1.5.3		Need to ensure that these document are updated to reflect DN Sales	Noted.	No change.
UU038	UNC-TPD	M	1.5.3		"Condition [9(3)]" should read "Condition A11(18)"	Accepted	Drafting amended accordingly.
NPow097	UNC-TPD	M	2.1.6		Should have sight of T/PR/GT2 and why has "case by case basis been removed"	Although generic approval for Meter Installations is available under GT2, the text as written does not prevent specific approval being sought, with or with the words "on a case by case basis"	No change.
EDF007	UNC-TPD	M	3.2.13(b)		Last line - word "paragraph" has not been amended in line with the word "paragraphs" in the last line of 3.2.13 (a)(ii)	Accepted	Drafting amended accordingly.
UU039	UNC-TPD	M	3.2.14 line 4		delete additional "the" before "Transporter"	Accepted	Drafting amended accordingly.
EDF008	UNC-TPD	M	3.8.10(a)		No need for an additional "the" as it does not read correctly.	Accepted	Drafting amended accordingly.
SSE118	UNC-TPD	M	3.8.10(a)		line 5 – delete superfluous "the"	Accepted	Drafting amended accordingly.
EDF009	UNC-TPD	M	4.8.6 (b)		Not sure what the GT is required for?	"GT" refers to General Terms	No change.
UU040	UNC-TPD	M	5.2.6(a) and (b)		should "week" read "month"?	Accepted	Drafting amended accordingly.
EDF005	UNC-TPD	M	general comment		Whole document needs a format check re section numbering and numbering and format of indented sections as it is not correct at the moment.	Noted.	No change.
NPow098	UNC-TPD	N	1.2		Does the Transco NTS vent gas and if so why is only the DN Operator referenced	During special operations NTS may vent gas, Such gas is accounted for and included in NTS Shrinkage. The reference to DNs has been included to indicate that the quantities so vented will feature in the relevant DN Operator's shrinkage account	No change.

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EDF011	UNC-TPD	N	1.6		Many sections relating to Shrinkage Scheduling have been removed and so it appears from the legal text that DNOs would be allowed some flexibility in what they nominate and schedule which could put them at a competitive advantage when it comes to exit capacity and flow flex charges. This would be unacceptable. Also, it is not clear whether DNO's would be subject to the same information release obligations as Transco under the DTI information release programme but it might be worth clarifying their obligations here.	DNO shrinkage nominations are determined in a mechanistic manner having regard to the projected LDZ demand and the prevailing shrinkage factor. In that sense they are like any other NDM "nomination"; essentially advisory. It is therefore difficult to see how the DNO's could obtain any peculiar advantage associated with the nominations on this account. The information provisions relate only to NTS Shrinkage Provider.	No change.
NPow099	UNC-TPD	N	1.6		Why has this been deleted	This clause related to the delivery of shrinkage gas at entry to the system. This is no longer permitted and so the clause has been removed	No change.
STA007	UNC-TPD	N	1.6		The provisions for Shrinkage Scheduling have been deleted and it is unclear why this has been done. STUK would request clarification from Transco on this issue.	These terms are a hangover of the days when the (Transco) Shrinkage Provider was enabled to procure gas at the beach. This is now prohibited and it is considered appropriate to remove these clauses because they are redundant and would avoid Users and other interested parties wasting time seeking to understand such clauses.	No change.
SSE123	UNC-TPD	N	4.3		We are unsure where Daily Shrinkage Quantities is defined.	N1.4.4	No change.
NPow100	UNC-TPD	N	4.4		This clause covers Shirkage Output nominations but there is no provision for Shrinkage Input Nominations. Is this required ?	No input nominations are permissible. The Shrinkage Provider can only acquire gas at the NBP	No change.
NPow101	UNC-TPD	N	4.5		Is it appropriate that User should include DNO User, as per 1.5	Rejected. Context would not allow User to mean DNO User.	No change.
SSE119	UNC-TPD	N	1.1.1		should references on line 3 be to "a System"?	Accepted	Drafting amended accordingly.
SSE120	UNC-TPD	N	1.3.2(b)		"a System"	Transco believe that the text is sufficiently clear	No change.
SSE121	UNC-TPD	N	3.2.2(b)		3.2.2.(b) line 3 – delete "the" before "each"	Accepted	Change actioned
SSE122	UNC-TPD	N	4.1.2(c)		4.1.2(c) delete additional "the"	Transco believe that the text is sufficiently clear	No change.

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EDF010	UNC-TPD	N	4.2.2		Not clear from this section whether DNO's can undertake trading for shrinkage purposes similar to Transco and we would be concerned if DNO's were trading on the open market	DNOs should be able to operate their shrinkage accounts in a similar way to Transco does currently. The account is treated like any other, save for the specific restrictions associated with Shrinkage Provider arrangements, and therefore the DNO should have the appropriate commercial freedoms to manage imbalance exposures on this account. The DNO should have access to the "open market" for gas purchases/disposals although it needs to be recognised that such transactions are limited to the NBP and need to be consistent with the DNO's anticipated Licence obligations in respect of prohibited procurement provisions (that are often referred to as the "speculative trading prohibition").	No change.
STA008	UNC-TPD	N	4.2.2		Reference to Shrinkage Provider making input and output nominations and re-nominations have been deleted. STUK seek clarification from Transco on why these have been deleted from this section.	Input nominations are no longer relevant to the provision of shrinkage gas given that gas for such accounts can only purchase gas at the NBP and so therefore the only "credits" to the Shrinkage Provider accounts can come from NBP Acquiring Trade Nominations. The references to output nominations relate to those which are those which will be generated by the current methodology (based upon forecast LDZ demand and utilising the relevant LDZ Shrinkage factor). These nominations will be the responsibility of NTS Transco and are covered within N 4.4. The references in the current Network Code to output nominations in N 4.2.2 (c) have therefore been deleted.	No change.

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UU041	UNC-TPD	N	4.2.2(c)		Please reinstate the wording "and require (in respect of LDZ Shrinkage) gas flows at NTS/LDZ Offtakes without incurring Overrun Charges under Section B" which have been deleted in error.	The Shrinkage Provider shall not be required to apply for NTS exit capacity and therefore shall not be exposed to any NTS exit capacity overruns. However the DN should hold NTS exit flat and flexibility capacity sufficient to cover aggregate flows (which will include those to cover downstream demand, stock change requirements and shrinkage gas requirements) at the NTS/DN interface. The overrun determination is defined in UNC TPD Section B 6.5 and 6.5.6 defines that no flat or flexibility overrun charge shall apply	No change.
STA009	UNC-TPD	N	4.2.3		Paragraph referring to the Shrinkage Provider applying for storage capacity has been deleted. STUK would seek clarification on why this has been deleted	The Shrinkage Provider accounts can only source gas at the NBP. The references to Storage are therefore confusing and redundant and have therefore been removed.	No change.
UU042	UNC-TPD	N	4.2.3		This paragraph was to be reworded rather than deleted to make clear that no Shrinkage Provider would be able to apply for Storage Capacity	The Network Code has been modified to ensure that the Shrinkage Provider can only purchase gas at the NBP. This principle has been upheld in the proposed legal drafting. We do not consider there is any merit in including text that mentions storage services or use thereof in this context and hence do not propose to change the drafting.	No change.
SSE124	UNC-TPD	N	4.4.3		Could Transco confirm that this is consistent with Sections E1.11.2 and H calculations?	Confirmed - these calculations have not changed as part of the DN Sales Process	No change.
SSE125	UNC-TPD	O	2.4		Change "Agreements" penultimate line to "Provisions"	Accepted	Drafting amended accordingly.
UU043	UNC-TPD	O	1.2.3(a)		Delete the word "Standard"	Accepted	Drafting amended accordingly.
NPow102	UNC-TPD	O	3.2.1 and 3.3.3		Why should Users provide this to the Transporter and not Transco NTS or the Transporters. This will require Users to disaggregate data submission. The implication of 3.3.3 is that only Transco NTS require the Base Plan data and if they do not the all other Transporters should be required to not identify the name of any particular User with regard to this data.	Rejected. Disaggregated data provision required to enable each transporter to meet its separate licence requirements.	No change.
UU044	UNC-TPD	O	4.1 last line		"Insert "and" before "publish"	Accepted	Drafting amended accordingly.
SSE126	UNC-TPD	O	4.1(b)		last line insert "and" after "0"	Accepted	Drafting amended accordingly.
NPow103	UNC-TPD	O	4.1.		Replace "the Transporter will" with "Transporters will" in 4.1.b as the 10 year statement is intended to be a collectively compiled document. Also replace "year " and delete "publish" as 1.2.1.says that Transco NTS will publish this.	Rejected: requirement is the responsibility of transporter individually.	No change.

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NPow104	UNC-TPD	Q	3.1		Is drafting needed to cover an eventuality where two separate Transporters are both experiencing an emergency on their network and require the Shipper User to take actions which conflict with each other.	We do not consider it necessary. It is unlikely that we will have two concurrent but independent emergencies other than when the NEC was managing the situation in which case the NEC would be issuing instructions that would not conflict	No change.
SSE128	UNC-TPD	Q	3.3		If only NTS should not be Total System and should refer to NTS System Entry Points. If reference is being made to Total System should be the Transporter giving instructions, not Transco NTS?	Rejected. Not inconsistent.	No change
SSE127	UNC-TPD	Q	1.2.2		line 2 should reference to "a System" be the same as in 1.2.1 "Total System or a part of the Total System"	Rejected. Definition of Gas Supply Emergency captures issue.	No change.
NPow105	UNC-TPD	Q	1.6(a)		Compiling and updating the list of Priority consumers should be an Agency role and therefore "Transporter" should be replaced with "Transporters" in the second line of 1.6.a. This should also be added to the list in V.6.5.2	The compilation of these lists is a requirement of the licence and there is a common process established through the ASA but the maintenance of the list is an individual transporter responsibility. Therefore the text as drafted should remain.	No change.
UU045	UNC-TPD	Q	1.6(a)		"Standard [6(17)]" should be replaced with "Standard Special Condition A8(17)"	Accepted	To be reflected in final drafting.
NPow106	UNC-TPD	Q	1.6(b)		Replace "Transporter" with "Transporters" otherwise Shipper Users will face the prospect of different priority criteria applying to different networks which will increase fragmentation.	Although the criteria are established in principle by the Secretary of State, the UNC rule, as written, provides latitude for each transporter to finalise the list of Priority Consumers based on local criteria with Users of its network.	No change.
SSE129	UNC-TPD	R	1.3.1		Replace Agreement line three with "Provisions"?	Accepted.	Drafting amended accordingly.
STA010	UNC-TPD	R	1.5.1		STUK seek clarification from Transco on why paragraphs (c), (f), (g), (h), (i) and (k) have been deleted. These paragraphs relate to storage facilities and LNG Importation Facilities	The definitions are redundant.	No change.
SSE130	UNC-TPD	R	1.9.1 and 1.9.2		Weren't these clauses to provide for circumstances where the DN is party to the SCA or NEA? We understood that references to Transco NTS would be amended.	Accepted: change "Transco NTS" to "Transporter"	Drafting amended accordingly.
SSE132	UNC-TPD	S	1.11		If DNO Users excluded, how will DNO be billed for any energy imbalance arising from Shrinkage Provider activities?	Accepted; that was not the intention.	Drafting amended accordingly.
UU046	UNC-TPD	S	1.11		The statement is not correct in the light of TPD J7.4.	Accepted.	Drafting amended accordingly.
SSE131	UNC-TPD	S	1.4.2		Timing of invoices to be the same for all transporters and same Invoice Type	Yes, that is the intention.	No change
NPow107	UNC-TPD	S	2.4.7		Should have sight of Operational Rules Governing the Supply of Invoice Charges via the Ad Hoc ProcessNeeds to be updated to account for DN Sales and made visible to Shippers	Available under Section 2.4.7 of Network Code (and Uniform Network Code)	No change
NPow108	UNC-TPD	S	4.1.10		Should have sight of Invoice Query Estimation MethodologyNeeds to be updated to account for DN Sales and made visible to Shippers	Available under Section 4.1.10 of Network Code (and Uniform Network Code)	No change
NPow109	UNC-TPD	S	4.1.8		Should have sight of Invoice Query MethodologyNeeds to be updated to account for DN Sales and made visible to Shippers	As defined in Section 4.1 of Network Code (and Uniform Network Code)	No change
UU047	UNC-TPD	S	4.5.2 last line		"Annex - 2" should read "Annex S-2"	Accepted	Drafting amended accordingly.
SSE133	UNC-TPD	S	4.6.3		Replace "are" line 2 with "is"	Accepted	Drafting amended accordingly.
NPow110	UNC-TPD	S	4.7.1		Should have sight of Standards of Service Query Management Operational GuidelinesNeeds to be updated to account for DN Sales and made visible to Shippers	Available under Section 4.7.1 (a) of Network Code (and Uniform Network Code)	No change.

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STA011	UNC-TPD	S	4.7.3		The mechanics of how transporters in aggregate would pay amounts to users is missing here. STUK request Transco to provide further detail.	Noted.	No change to Section S. See V10.3.6
STA012	UNC-TPD	S	4.7.5		Same comments as 4.7.3 apply	Noted.	No change to Section S. See V10.3.6
EDF013	UNC-TPD	U	1.12		Two sections numbered 4.5.9 – incorrect section numbering	Accepted	Drafting amended accordingly.
SSE134	UNC-TPD	U	1.12		DNO Users are excluded, but will need UK Link User status to carry out Shrinkage Provider Activities - paragraph 5?	Noted; drafting will be amended.	Drafting amended accordingly.
SSE135	UNC-TPD	U	5		DNO needs to be a User for purposes of this paragraph Trading Between Users to carry out its activities as Shrinkage Provider	See SSE134.	No change
NPow111	UNC-TPD	U	1.10.2		There is no Section B 1.5.1 (current reference) nor V 1.5.1 (previous reference) - this section 'shall not apply'	Unable to identify exact concern	No change.
EDF012	UNC-TPD	U	1.12 and 5.3.3		The sentence/grammar "In this Section U references to Users exclude DNO Users" does not make sense.	This phrase is consistent with other Sections in the UNC	No change.
NPow112	UNC-TPD	U	1.8.1		Should be 'Each Transporter' not 'The Transporter'	Accepted	Drafting amended accordingly.
NPow113	UNC-TPD	U	1.8.3		Should be 'a Transporter' not 'The Transporter'	Accepted	Drafting amended accordingly.
NPow114	UNC-TPD	U	2.2.2		'Transporter' should be 'Transporters'	Accepted	Drafting amended accordingly.
EDF014 & 015	UNC-TPD	U	4.5.9		Governing Law and Jurisdiction should be Section 7 and then two sub-sections 7.1 and 7.2. It does not form part of Section 6 which deals with Interest. Does there need to be reference in here that the central agency will undertake the managing of UK Link. Again I think this is covered as part of the GT licence condition though so is that sufficient?	Noted.	No change.
STA013	UNC-TPD	U	5.1.2		Transco NTS Activities will need to be re-titled to allow relevant transporters activities to be defined also, so that it applies not only to Transco NTS	References not understood.	No action.
NPow115	UNC-TPD	U	5.3.3		There is no Section B 1.5.1 (the current reference) nor V 1.5.1 (the previous reference)	Accepted.	References corrected in drafting.
NPow116	UNC-TPD	U	7.6.1(e)		Assume that 'the Transporter becomes aware' is same as 'the Transporter's Agency becomes aware' - same issue as for 1 above 'Transporters' collective obligation through Agency	Noted, see TPD V6.5.3.	No action.
SSE136	UNC-TPD	U	8.4.5(c) and 8.4.6 and 8.4.7 and 8.4.9(a)		Insert "Uniform" before Network Code Committee	Accepted.	Drafting amended accordingly.
SSE137	UNC-TPD	U	8.4.6		Capitalise "panel majority"?	Accepted.	Drafting amended accordingly.
SSE138	UNC-TPD	U	Annex U-1 1.1		Replace "Network Code" with "Transportation"	Noted. We intend to replace "Network Code Principal Document" with "Uniform Network Code"	Drafting amended accordingly.
SSE139	UNC-TPD	V	1.3		Amend references to "Network Code"	Accepted	Drafting amended accordingly.
SSE144	UNC-TPD	V	2.4		a) [Does] this permits establishment of multiple accounts under the same shipper's licence? b) Does this prevent the DN from appointing another party that is already a User as Shrinkage Provider? Section N	a) No b) No N4.1.3 and 4.1.4 provide.	No change.
NPow117	UNC-TPD	V	5.8		This clause needs to be more precise as data can relate to more than one System and as it stands there could be considerable uncertainty as to who owns data in future.	We would like to see example of where such confusion could arise as Transco believe adequate demarcations exist	No change.
NPow118	UNC-TPD	V	5.9		The title of this clause is no longer appropriate following the deletion of what was Annex V-1 from this clause and should be changed to "Supplementary Data". Also 5.9.2 can now be deleted as new Annex V-1 specifies the timing of data disclosure.	Do not believe text should change - title for Annex V-1 is fine. 5.9.2 qualifies the timing point.	No change.
UU141	UNC-TPD	V	13.9		"9(3) Approval" should read "A11(18) Approval"	Accepted.	Drafting amended accordingly.
NPow119	UNC-TPD	V	14.2		Remove foot note	Agreed	Drafting amended accordingly.
NPow120	UNC-TPD	V	1.3 and 1.3.1		Missing Uniform from in front of Network Code	Accepted	Drafting amended accordingly.

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SSE140	UNC-TPD	V	1.3.7		How does this cover Scottish DN as party to the Moffat Ancillary Agreement/s?	Scottish DN does not have to be a party to the Moffat CSEP Ancillary Agreement. The novated contract with PTL will allow gas bound for Stranraer to be offtaken at this point. The references to Transco are there to add context to the Stranraer arrangement and, hence, can be construed as Scotland DN, given where the obligations lie in Scotland DN's licence. Dealt with by rule in Transition Document.	No change.
NPow121	UNC-TPD	V	1.4 and 1.5		Not Used has been deleted elsewhere and should be done so here too	Accepted	Drafting amended accordingly.
NPow122	UNC-TPD	V	12.2.1		Missing Uniform in front Network towards end of sentence	Accepted	Drafting amended accordingly.
SSE154	UNC-TPD	V	12.2.1		Last line: insert "Uniform"	Accepted.	Drafting amended accordingly.
UU139	UNC-TPD	V	12.3.1		"9(3) Approval" should read "A11(18) Approval"	Accepted.	Drafting amended accordingly.
SSE155	UNC-TPD	V	12.4.		Check references to Network Code Operations Reporting Manual	Reference unclear.	No change.
NPow123	UNC-TPD	V	12.4.5		replace "to increase" with "to change". Delete (d) as not used	Rejected - reflects current NwC text.	No change.
SSE156	UNC-TPD	V	13.3.1		Last line: insert "are" before "payable"	Accepted	Drafting amended accordingly.
NPow124	UNC-TPD	V	14.4 to 14.10		Delete as not used	Accepted	Drafting amended accordingly.
SSE141	UNC-TPD	V	2.1.2(a)(v)		Is this how the DNO would set up its Shrinkage Provider User accounts?	Yes, although this needs to be done for hive-down: implementation underway	No change.
NPow125	UNC-TPD	V	2.1.2(b)		References to 'DNO's Code' and 'Transco NTS' code' - this should be a reference to just 'Code' as referenced in B1.2.3	Accepted	Drafting amended accordingly.
SSE142	UNC-TPD	V	2.1.2(b)		Does this include the DNO acting under shipper licence exemption?	Yes.	No change.
SSE143	UNC-TPD	V	2.1.2(d) and 2.1.5		Is this OK for DN in capacity as Shrinkage Provider?	We believe that the excluded provisions are appropriate when a DN becomes a DNO User for the purposes of being a Shrinkage Provider	No change.
UU140	UNC-TPD	V	2.8.3		delete redundant "(d)"	Accepted.	Drafting amended accordingly.
NPow126	UNC-TPD	V	3 generally		Missing Uniform from in front of Code Credit Limits	The Credit Limits apply in respect of each Transporter's Code and therefore should "Code Credit Limit" should not be prefixed with "Uniform"	No change.
NPow127	UNC-TPD	V	4.2.2(d) and (g)		Under Transco NTS's Code, the User has ceased to be bound each other Transporter's Code. - do not understand what this means - also same issue re reference to specific Transco NTS code as highlighted in 2.1.2 bDefinition of NTS Code?	User cannot cease shipping on NTS if it is still shipping on an LDZ.	No change.
MGN007	UNC-TPD	V	4.2.2(g)		Insert "by" after bound	Accepted	Drafting amended accordingly.
SSE145	UNC-TPD	V	4.2.2(g)		Insert "by" after "bound"	Accepted	Drafting amended accordingly.
UU048	UNC-TPD	V	4.2.2(g)		Insert the word "to" after the word "bound"	Accepted	Drafting amended accordingly.
MGN008	UNC-TPD	V	5.3.3		Remove []	Accepted	Drafting amended accordingly.
UU049	UNC-TPD	V	5.5.2(d)		Reference to the Code includes the OAD so there is no need to reference the OAD separately	Accepted	Drafting amended accordingly.
NPow128	UNC-TPD	V	5.5.3(i)		This should be deleted but if not the same condition should apply to Shipper Users in 5.2	This has been inserted at the request of a particular buyer in view of its business model.	No action.

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SSE146	UNC-TPD	V	5.5.3(i)		Note this new clause in square brackets re disclosure to a contractor of the Transporter where the contractor has entered into a confidentiality agreement no less onerous than terms of this para 5	Noted.	No change other than removal of square brackets.
SSE147	UNC-TPD	V	6.1.5		Don't understand why 6.4 doesn't apply to DNO User appointing User Agent. Could Transco please clarify?	Reference changed.	Reference changed.
UU050	UNC-TPD	V	6.1.5		We believe the cross reference to 6.4 should be to 6.5.	Accepted	Drafting amended accordingly.
NPow129	UNC-TPD	V	6.5.2		Should include the management and provision of secretarial services to cover Billing Ops forum, RbD Auditor sub committee, Provision of data to facilitate portfolio reconciliation as currently supplied .	Note against all comments on 6.5.2: this scope is intended to give a high level overview of the scope of the Transporters' Agent and consequently does not list all the activities described in the ASA, for example, Billing Ops Forum & RbD - captured by Billing role Provision of Data - captured by Supply Point Register	No change arising from the response. Duplication of reference 6.5.2 removed.
SSE148	UNC-TPD	V	6.5.2		Line 3 - thought "on behalf of the Transporters" was to be deleted? Line 4 Transporters'	Accepted.	Drafting amended accordingly.
NPow130	UNC-TPD	V	6.5.2 (1st occurrence)		The following services, as required under the GT licence, should be included in this section:Recording and calculation of transporter performance and payments due in relation to Standards of ServiceCompiling a Priority Consumer list as per Q.1.6 Bureau ServicesC&D ObligationsSLC 17SRVs and USRVs	In general, non UNC service lines have not been specified in the scope Recording and calculation of transporter performance and payments due in relation to Standards of Service - Licence Compiling a Priority Consumer list as per Q.1.6 - Supply Point Register (RFI?) Bureau Services - Licence C&D Obligations - Legislation SLC 17 - Licence SRVs and USRVs - Billing	No change arising from the response. Duplication of reference 6.5.2 removed.
NPow131	UNC-TPD	V	6.5.2 (1st occurrence)		There is an obligation in the ASA which should be covered in this section: The calculation and recording of transportation volumes and quantities	This activity is covered in the overall task of billing	No change arising from the response. Duplication of reference 6.5.2 removed.
NPow132	UNC-TPD	V	6.5.2 (1st occurrence)		This section must include an obligation to provide both Operational & Invoicing query service in accordance with Section S	This activity is covered in the overall task of billing	No change arising from the response. Duplication of reference 6.5.2 removed.
NPow133	UNC-TPD	V	6.5.2 (1st occurrence)		General - responsibilities of Agency- provision of DM reading? Refer to Action Log No 259	This activity is covered in the overall task of meter reading validation	No change arising from the response. Duplication of reference 6.5.2 removed.
NPow134	UNC-TPD	V	6.5.2 (2nd occurrence)		Delete "Where the agreement between the Transporter for the purpose of this paragraph 6.5 so provides" as user shippers will not necessarily know this. To take account of this replace "will" in second line with "may".	We consider the drafting to be robust.	No change..
NPow135	UNC-TPD	V	6.5.2(f)(5)		Suggests that the "Transporter Agency Activities" include 'those activities necessary for the illegal taking of gas'.Appears to be a problem with format: Looks as if sections b - f should be sub-sections of a (viii)	Drafting has been amended to remove the issue.	Drafting amended accordingly. Duplication of reference 6.5.2 removed.
SSE149	UNC-TPD	V	6.5.3		This was taken out in previous version of legal draft and has been put back in?	The provision should remain.	No change.

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SSE150	UNC-TPD	V	6.5.5		We note new clause relating to the Transporter Agency dealing with computer equipment etc.	Noted.	No change.
UU051	UNC-TPD	V	7.1.1(b)		Is it correct to include this given the position of non Transco DNs?	We believe that the drafting is correct.	No change.
SSE152	UNC-TPD	V	7.1.2 (a)(iii) and 7.2.1 and 7.2.2		Could Transco confirm that this seems to permit multiple Transporter User accounts for Shrinkage Providers? Could an Agent access these accounts?	Transco NTS manages a number of Restricted User accounts. Each Shrinkage Provider (Licensed entity) will have a User account for shrinkage purposes. An Agent could be appointed to manage this account.	No change.
UU138	UNC-TPD	V	7.2.1(b)		delete redundant "the" before "Transporter"	Accepted.	Drafting amended accordingly.
SSE151	UNC-TPD	V	7.2.1(b)		Remove "the " in last line	Accepted	Drafting amended accordingly.
NPow136	UNC-TPD	V	8.2.5		Format issues which confuses paragraph - section attempts to define liability when Shippers deal with Transporter's Agency so that only 'relevant Transporter' may be liable - is this easily identifiable? What if Transporter's Agency is liable - are all Transporters equally liable? Also Shipper users should not be required to waive rights or remedies against any other Transporter or release each other Transporter from any duties or liabilities as stated in 8.5.2.b if they is a dispute as to who the relevant Transporter is.	We believe drafting is clear.	No change.
SSE153	UNC-TPD	V	8.2.6		Could Transco please clarify why this clause has been inserted?	To cater for the situation where a User is not a party to a framework agreement with one or more Transporters.	Additional drafting inserted to clarify application.
SSE157	UNC-TPD	X	1.2.2		3rd last line: insert "Uniform"	Accepted.	Drafting amended accordingly.
UU052	UNC-TPD	X	1.2.2 line 6		Insert "Uniform" before "Network Code Committee"	Accepted	Drafting amended accordingly.
UU053	UNC-TPD	X	2.10.12		Typo in "should" in penultimate line	Accepted.	Drafting amended accordingly.
SSE158	UNC-TPD	Z	2.6.5		typo line 1 "accordance"	Accepted	Drafting amended accordingly.
SSE159	UNC-TPD	Z	5.10.2(b)(l)		capital 'U' for "user"	Accepted	Drafting amended accordingly.

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

							Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD	
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	

						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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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						NGT response	Proposed changes to OAD
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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						NGT response	Proposed changes to OAD
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

						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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.

						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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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Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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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Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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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Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD	
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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Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to OAD
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.

UNC Response File (Transition)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to Transition Document
CE004	Transition Doc	general comment			The Transition Document of the UNC is very brief. We have previously raised the importance of clear demarcation of responsibilities between the Transporters pre and post hive-down. This is not adequately determined in this document. We are not yet aware of the precise content of the Transco Short-Form Code and whether these arrangements will be accommodated in that document. Similarly, there is no reference to the limitation date (IQR date) of 1 February 1998 in this document, although it would appear appropriate that this is also contained in the Transco (Short-Form) Code which defines their obligations pre hive-down.	In practical terms the shipper will continue to interface with the same people pre and post hive-down, that is, the part of NGT that will become xoserve and Part IIB of the Transition Document captures the inter-transporter demarcation issues.	No change
SSE172	Transition Doc	PART I	2.1		Definition of Relevant Transporter - could Transco please confirm that RDNs are not included here?	Confirmed	No change
SSE174	Transition Doc	PART IIA	2		Should it be Transco plc?	Defined elsewhere.	No change.
SSE175	Transition Doc	PART IIA	2.1		[UNC Modification] this is current Network Code Urgent Modification Proposal 0745 - might need to be defined?	Accepted.	Drafting amended accordingly.
SSE176	Transition Doc	PART IIA	3.2		Should this specifically exclude DNO Users?	We consider that the provision is adequate.	No change.
SSE177	Transition Doc	PART IIA	4.3		We note that invoice disputes in respect of Existing Transportation Charges will be between Transco and relevant User(s)	Confirmed - no action	No change
SSE173	Transition Doc	PART IIA	general comment		Numbering of paragraph needs to be rectified currently refers to 3.1 and 3.2	Agreed	Text amended accordingly
SSE178	Transition Doc	PART IIB	1.2		Should this specifically exclude DNO Users? Typo line 3 - second "be" should be "been"	We consider that the provision is adequate. Accept typo correction.	No change other than typo correction.
SSE179	Transition Doc	PART IIB	4		Will there, post sale, be any confidentiality/technical issues about accessing Code Communications generated before the sale?	Addressed by provisions of Transition Document.	No change.
SSE181	Transition Doc	PART IIB	8.1		Are there any copyright issues here, if Transco has published a document, IPR in it will need to be transferred to DNO.	Not a drafting issue. Issue for sale documentation.	No change.
SSE180	Transition Doc	PART IIB	6 and 9		All rights, obligations and disputes are to transfer to DNO. How does this fit with rights, obligations or disputes relating to Existing Transportation Charges under Part IIA 4? For completeness, these should be subject to carve out of these provisions.	Paras 6 and 9 are subject to para 4 of Part IIA.	No change.
UU128	Transition Doc	PART IIB	general comment		"be" should read "been"	Accepted.	Drafting amended accordingly.
MGN043	Transition Doc	PART IIC	1.1.1		Incorrect cross-reference, replace J3.10 with J3.11	Accepted.	Drafting amended accordingly.
NPow026	Transition Doc	PART IIC	1.2.1 onwards		Need to read in conjunction with Section G of NWC	Noted	No change.
MGN044	Transition Doc	PART IIC	1.3.1		Replace Metering Separation Date with 12 July 2004	Metering separation Date is Defined in General Terms	No change
NPow027	Transition Doc	Part IIC	1.3.1		Reference is incorrect, M2.7 doesn't exist	Accepted	Drafting amended accordingly.
SSE182	Transition Doc	PART IIC	1.3.1		Check reference to TPD Section M.2.2.2 - does not exist	Agreed	Text amended accordingly
NPow028	Transition Doc	Part IIC	1.3.1 onwards		Need to read in conjunction with Section M2.7, M3.8.1, M2, Section M	Noted	No change
NPow029	Transition Doc	Part IIC	1.3.1(a)		Reference is incorrect, M2.2.2 doesn't exist	Accepted	Drafting amended accordingly.
SSE183	Transition Doc	PART IIC	1.3.1(b)(i)		Reference to TPD Section M2.2 seems wrong - that section is not readily applicable	Agreed	Text amended accordingly
SSE185	Transition Doc	PART IIC	1.3.1(f)		Third line - should Transco read Transporter?	Agreed	Text amended accordingly
SSE184	Transition Doc	PART IIC	1.3.1.(b)(iii)		Check reference to TPD Section M.2.7 - doesn't exist	Agreed	Text amended accordingly

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Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to Transition Document
SSE186	Transition Doc	PART IIC	1.3.4(c)		Reference missing from empty square brackets.	Ref is TD Part IIC 1.2.1 required in (c) & (d)	Part IIC 1.2.1 required in (c) & (d)
MGN045	Transition Doc	PART IIC	1.3.4(c) and (d)		Insert in square brackets 1.2.1	Agreed	Text amended accordingly
MGN046	Transition Doc	PART IIC	1.3.5		References to TPD 5.1.3 seem to be contradictory	Accepted.	Drafting amended accordingly.
SSE187	Transition Doc	PART IIC	1.4.1(d)		TPD R4.6.3 should read TPD R4.4.3.	Agreed	Text amended accordingly
SSE188	Transition Doc	PART IIC	5.13.3(b)		TPD V11.1.5 is now GT B 11.1.5.	Agreed	Text amended accordingly
SSE189	Transition Doc	PART IIC	5.13.3(b)		Should this include transitional rule regarding Opening Storage balance for Glenmavis for Z.1.3.5?	Yes.	Now included in the table in Section IIB, Para 3
UU129	Transition Doc	PART IIC	general comment		Should this include paragraph 8.4.22 from Part II of the existing Transition Document?	Yes.	Drafting amended accordingly.
MGN047	Transition Doc	PART III	1.2		Incomplete	Noted	See SSE190
SSE190	Transition Doc	PART III	1.2		1.2 to be completed - further provisions eg allocation of LDZ interruption to date OAD Section I5	Accepted, see section 2-10.	Drafting amended accordingly.
NPow030	Transition Doc	Part IV	2.2		Reference Standard Special Condition A11 (13) (b)	We believe the reference to be correct.	No change.
NPow031	Transition Doc	Part IV	5		Where is Review Proposal defined? It should be made clear that this should be done in conjunction with Users	Review Proposal defined in Modification Rules 2.1	No change.
SSE191	Transition Doc	PART IV	3 and 3.3		Should the reference be to the Modification Rules rather than the Modification Procedures?	Accepted: change "procedures" to "Rules"	Drafting amended accordingly.
SSE192	Transition Doc	PART IV	3 and 3.3		Where are UK Link Modifications in progress captured? Were in Transition Doc 18.02.05	We consider that the revised wording in 3 addresses the issue.	Drafting amended accordingly.
SGD015	Transition Doc	PART IV	general comment		Modification Rules: We would welcome clarity regarding what process Transco expects the Relevant Party for Shipper Users to adopt to implement the transitional arrangements. Should it be presumed that Ofgem's proposals for the governance of the Code are implemented. Time is needed to carry out elections and notice will need to be given to the Secretary of the Gas Forum regarding timing etc.	Notice has already been given to the Secretary General of the Gas Forum with a view to the necessary processes being in place to appoint User Members to the Panel should the UNC be introduced. We do not consider that any other substantive actions are required.	No change.
TOT006	Transition Doc	PART IV	general comment		It is not clear why the revised governance arrangements, including Panel representation, come into force on the [1 May 2005] as at this time there will not be any independent transporters involved in the governance discussions.	The revised governance arrangements are part of the UNC and hence necessarily come into force at the same time as the remainder of the UNC. There will be multiple transporters from 1 May 2005, albeit all within the ownership of NGT until network sale completion.	No change.

UNC Response File (General Terms)						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to General Terms.
SSE193	General Terms	A	1.1.2		Remove square brackets around 'or any Supplemental Agreement'	Accepted	Drafting amended accordingly.
UU130	General Terms	A	1.1.2		We are not convinced that it is appropriate to refer to the Supplemental Agreement here.	Supplemental Agreements exist under the Offtake Arrangements Document and therefore the reference should remain.	No change.
NPow001	General Terms	A	1.1.2(b)		Question: What is a "Supplemental Agreement"?	See OAD B1.5	No change.
SSE196	General Terms	A	2.1		How will experts be appointed for First Day of UNC? Will the Network Code ones be deemed to have been appointed? Suggest use similar approach in Transition Document to Part IV 1.3.	Transitional rules will carry current experts across.	No change.
SSE194	General Terms	A	1.5.1		Why is User explicitly included, but Transporter included only by implication (via the defined term Party)	We believe that the drafting defines the terms adequately.	No change.
SSE195	General Terms	A	1.6.1		the appointment of a disputes secretary is not covered in the JGAA. How will this be done?	This will be covered by Schedule 5 para 2.21 of the JGAA.	No action.
SSE198	General Terms	B	1.3		needs to make clear how DN Users will become Users of NTS code - presumably via the Transporters' Framework Agreement.	DNOs will accede to Transco's Network Code by signing a Transporters Framework Agreement; B1.5.1(b) details.	No action.
SSE207	General Terms	B	11		throughout, check use of "Communications" in Offtake Communications Document	Carried out.	Consequential drafting changes made.
EON020	General Terms	B	1.2.1		This clause is particularly frightening. It appears that this clause will allow each DNO to carve out terms so that they are not incorporated in to the code. This could facilitate inefficient fragmentation of market rules. We would like to fully understand the implications of this clause. Will there be any clauses that transporters will not be incorporated in their individual codes, and what is the intention to facilitate the further 'carving-out' of terms in future? Shippers need appropriate assurances from Transco and DNOs on this. We understand that all codes will be subject to the UNC modification rules as this offers the only structural safeguard against inadvertent inefficient fragmentation, Transco needs to demonstrate through a line by line review of the UNC that this is categorically the case and that no loopholes exist.	Each Transporter's Network Code will be given effect via a Framework Agreement. Initially each Transporter's Network Code will incorporate all of the terms of the initial UNC. Any changes from this position, for any Transporter's Network Code, will require a Modification Proposal and associated process governed by the Modification Rules. Any divergence of Transporters' Network Codes could only take place after Ofgem direction on such a proposal.	No action.

						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to General Terms.
SGD016	General Terms	B	1.2.1		The use of the term "Code" to refer to the UNC and/or the UNC and short form codes themselves or together (we are not always clear which) needs better definition. Some of the muddle is created by allowing for an overly flexible regime to allow some parts of the Code to be expressed in terms of not being part of the code and yet others can be incorporated into the Code of individual transporters only. To remove the complexity, we would recommend that much simpler drafting is introduced and that if circumstances arise which requires this type of change, that it is introduced at that later stage.	Each Transporter's Network Code will be given effect via a Framework Agreement. Initially each Transporter's Network Code will incorporate all of the terms of the initial UNC. Any changes from this position, for any Transporter's Network Code, will require a Modification Proposal and associated process governed by the Modification Rules. Any divergence of Transporters' Network Codes could only take place after Ofgem direction on such a proposal.	No action.
EDF017	General Terms	B	1.2.1		Implies that the Transporter's network code could have terms that are expressed as not being part of the code and as such would not be subject to the governance of the code. We are not sure if this flexibility for each individual GT code to be altered was intentional but needs reviewing may lead to unnecessary complexities later on. We are concerned that individual Transporter's network codes could diverge, something that we would not support.	Each Transporter's Network Code will be given effect via a Framework Agreement. Initially each Transporter's Network Code will incorporate all of the terms of the initial UNC. Any changes from this position, for any Transporter's Network Code, will require a Modification Proposal and associated process governed by the Modification Rules. Any divergence of Transporters' Network Codes could only take place after Ofgem direction on such a proposal.	No action.
TOT005	General Terms	B	1.2.1		The wording of this paragraph appears to allow the network code of an individual Transporter to vary from the Uniform Network Code to the extent parts of the UNC may not apply and/or additional terms may be added. Regardless of this we would like confirmation that any proposals to disapply areas of the UNC and/or add additional terms will be controlled through the normal Modification Rules processes subject to paragraph 1.2 of the UNC Modification Rules.	Each Transporter's Network Code will be given effect via a Framework Agreement. Initially each Transporter's Network Code will incorporate all of the terms of the initial UNC. Any changes from this position, for any Transporter's Network Code, will require a Modification Proposal and associated process governed by the Modification Rules. Any divergence of Transporter's Network Codes could only take place after Ofgem direction on such a proposal.	No action.
MGN048	General Terms	B	1.2.3		Insert A11 in square brackets	Accepted.	Drafting amended accordingly.
NPow002	General Terms	B	1.2.3		Transco has a single code network code to cover its capacity as both NTS and DNO - this seems inconsistent with references elsewhere in the Code to "Transco's NTS Code"	Drafting has been amended to clarify.	Drafting amended accordingly.

						Business Owner	
Index No.	Document	Section	Section #	Para	Response/Issue	NGT response	Proposed changes to General Terms.
SSE197	General Terms	B	1.2.3		empty square brackets Transco to have a single network code in capacity as NTS and DNO. Does this sit OK with 2.1.2(b) which says that Transco NTS and Transco as DNO shall be considered separate Transporters?	Drafting has been amended to clarify.	Drafting amended accordingly.
SSE199	General Terms	B	1.3.1(a) and 2.3.3(a)(i)		Shippers' Framework Agreement	Not a possessive usage.	No change
SSE200	General Terms	B	1.3.1(b) and 2.3.3(a)(ii)		Transporters' Framework Agreement	Not a possessive usage.	No change
SSE205	General Terms	B	11.1.1		Note Offtake Code Communications Document referenced here	Noted.	No change.
MGN053	General Terms	B	11.1.1(b)		Delete "by the"	Accepted.	Drafting amended accordingly.
UU134	General Terms	B	11.1.1(b)		Delete redundant "by the " at the end of this paragraph	Accepted.	Drafting amended accordingly.
SSE206	General Terms	B	11.1.1(b)		- delete the words 'by the' at the end of the sentence; delete the comma and insert a semi-colon.	Accepted.	Drafting amended accordingly.
MGN054	General Terms	B	11.1.6(b)		Clause incomplete	Accepted. Cross-refer to OAD.	Drafting amended accordingly.
SSE208	General Terms	B	11.1.6(b)		delete the square brackets. Which Offtake Communications are exempt from 11.1.5?	Accepted: now completed.	Drafting amended accordingly.
NPow003	General Terms	B	11.1.6(b)		There are no 'Offtake Communications' following on from this clause	Accepted: now completed.	Drafting amended accordingly.
SSE209	General Terms	B	11.3.6		Note new clause	Noted.	No change
SSE210	General Terms	B	14.7.		Are we happy with this clause? Link to TPD V.8.2.5	Link to 8.2.5 not needed because relevant shippers are in contract with relevant transporters	No change
SSE211	General Terms	B	14.9.1		delete the square brackets from first line.	Accepted.	Drafting amended accordingly.
SSE203	General Terms	B	2.1.1(b)		Does the clause need to refer to DNO as "owner or operator"?	The phrase "owner or operator" is used to cover all eventualities where operation and ownership are not contained within the same entity	No change
NPow004	General Terms	B	2.1.3		First use of 'of' on last line is incorrect - should be "or"	Accepted.	Drafting amended accordingly.
SSE201	General Terms	B	2.1.3		Should address concerns regarding clarification required for Sections G and M with regard to Transporter and Supply Point activities	Believe existing drafting is sufficient to capture the point. No change proposed	No change
SGD017	General Terms	B	2.2.1		We repeat our views about the introduction of terms with "User" used twice is likely to create ongoing confusion and inefficiencies.	We believe that the drafting convention adopted should minimise any confusion that could have arisen with the introduction of Transporters into the network code as "special" users.	No change
UU131	General Terms	B	2.2.1(b)		Should "network" read "Distribution Network"? Insert closing brackets at the end.	Accepted.	Drafting amended accordingly.
MGN049	General Terms	B	2.2.1(b)) missing	Accepted.	Drafting amended accordingly.
SSE202	General Terms	B	2.2.2		this conflicts with the Mod Rules, where a DNO User is included in the definition of a Transporter. Should say 'Without prejudice to the Modification Rules' or some such.	Comment not understood.	No change.

						Business Owner	
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MGN050	General Terms	B	2.2.3(b)		Insert "the" before System	Accepted.	Drafting amended accordingly.
UU132	General Terms	B	2.2.3(b)		Insert "the" before "downstream"	Accepted.	Drafting amended accordingly.
MGN051	General Terms	B	2.4.1		Incorrect cross –reference, replace 1.5.1 with 2.4.1	Accepted.	Drafting amended accordingly.
SSE204	General Terms	B	2.4.1		Reference after (c) should be to 'this paragraph 2.4.1'.	Accepted.	Drafting amended accordingly.
MGN052	General Terms	B	9.1.3		Use of brackets and stray square brackets?	Accepted.	Drafting amended accordingly.
UU133	General Terms	B	9.1.3(c)		We did not see how anything would be relevant here.	Appropriate text now added.	Drafting amended accordingly.
UU135	General Terms	C	1		definition of "UNC Implementation Date" needs to be moved into correct alphabetical order	Accepted.	Drafting amended accordingly.
NPow005	General Terms	C	1		'Date of Code' - no date given'Distribution network' no Special Condition reference defined'Standard Condition' - definition missing	Accepted: now rectified.	Drafting amended accordingly.
SSE215	General Terms	C	2.8		remove square brackets	Retained for now.	To be removed in final version.
SSE213	General Terms	C	2.4.5		Could Transco confirm that the intent of this clause is that OPNs submitted to NTS via OAD by DNs reflect anticipated flows of gas at LDZ System Points and will be taken account of by NTS when determining whether or not a Transportation Constraint exists.	The intent of the drafting in UNC TPD J 4.6 is to ensure that offtake flows match with OPNs. Thus the reference in UNC General Terms Section C indicates that the NTS will use such information in determining whether a Transportation Constraint exists	No change
MGN055	General Terms	C	2.4.5		No definition of Incremental Exit Capacity Release Statement has been provided Clarification – is it correct that a transportation constraint can occur on the NTS?	Yes, a transportation constraint can occur anywhere on a System.	No change
SSE214	General Terms	C	2.6.3		Check against TPD H.1.1.3	Transco believes that the demand definitions are fine.	No change.
SSE216	General Terms	C	2.9.1		remove reference to TPD section T. Replace with GT section A.	Accepted.	Drafting amended accordingly.
UU136	General Terms	C	2.9.1(a)		Section T (disputes) is now GT Section A	Accepted.	Drafting amended accordingly.
UU137	General Terms	C	2.9.4		"Special Standard Condition" should read "Standard Special Condition" (appears twice)	Accepted.	Drafting amended accordingly.
SSE217	General Terms	C	2.9.6		Latest position on review in context of interim exit arrangements?	Reviewed accordingly.	Drafting reflects current position. Footnote removed.
UU138	General Terms	C	7.2.1(b)		delete redundant "the" before "Transporter"	Accepted.	Drafting amended accordingly.
SSE212	General Terms	C	general comment		There are many redundant square brackets in this section. Not all are listed below and the section should be checked generally.1.1	Section reviewed.	Redundant square brackets removed.