

**Agreement for the Provision of Information, Data Processing, Invoicing and Supply Point Administration Services in relation to the Transmission and Distribution of Gas in the United Kingdom**

**xoserve Limited**  
(Service Provider)

[*Transco plc* ]  
(UK Transmission)

[*Transco plc* ]

(DNO 2)

(DNO 3)

(DNO 4)

24 March 2005

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# **Agreement for the Provision of Information, Data Processing, Invoicing and Supply Point Administration Services in relation to the Transmission and Distribution of Gas in the United Kingdom**

## **Between**

- (1) **xoserve Limited**, Company Registration No 05046877 whose registered office is at 1-3 Strand, London WC2N 5EH;

(the **Service Provider**)

and

- (2) the persons whose names and registered offices are set out in paragraph 1 of Schedule 5;

(together the **Network Operators**, and each a **Network Operator**).

## **Background**

- (A) The Service Provider shall provide certain information, data processing, invoicing and supply point administration services on the terms set out in this Agreement.
- (B) The Network Operators are entering into this Agreement as the AS agreement for the purposes of Standard Special Condition [A15] of their gas transporter's licences.
- (C) Part 7 of this Agreement sets out the terms between the Network Operators and is binding between the Network Operators.

## **It is agreed**

### **Part 1: General**

#### **1 Interpretation and Definitions**

This Agreement shall be interpreted in accordance with Schedule 1.

#### **2 Appointment**

Each Network Operator appoints the Service Provider to provide the Services for the Term in such Network Operator's Network on the terms of this Agreement.

### **Part 2: Services**

#### **3 Provision of Services**

- 3.1 From the Commencement Date, the Service Provider shall provide the Services using the IT Systems to each Network Operator in accordance with the Service Standards and the Performance Indicators. Each Network Operator acknowledges and accepts that, except where otherwise stated in Schedule 4, the Services are provided, and Performance Indicators and

Service Standards are monitored and measured, across all gas distribution and transmission networks on a single national network wide basis.

- 3.2 Except as otherwise specified in this Agreement, the Service Provider will determine and will be responsible for providing (whether by itself or through third party providers permitted under Clause 27) all management, staff, information technology, infrastructure and other equipment, premises, materials and resources necessary to provide the Services.
- 3.3 For the purposes of this Clause 3, the Service Provider will develop, maintain and follow, a number of operating documents (the **Operating Documents**) which support the provision of the Services. On the Commencement Date, where any Network Operator has any obligation under any Operating Document, the Service Provider shall provide to that Network Operator copies of the then current version of the relevant Operating Documents and shall advise of any proposed changes to them in accordance with paragraph 1.2(o) of Schedule 9. Operating Documents may be amended by the Service Provider from time to time and any amended Operating Documents shall be re-issued by the Service Provider to the relevant Network Operator(s) as soon as reasonably practicable.

#### **4 The Network Operators' Obligations to the Service Provider**

- 4.1 Each Network Operator shall perform the obligations set out in Schedule 8.
- 4.2 Subject to Clause 21, if any Network Operator fails to perform any obligation set out in Schedule 8 and that failure causes the Service Provider to be unable to perform its obligations under this Agreement, the Service Provider shall have no liability to any Network Operator in respect of the Service Provider's inability to perform to the extent that it is attributable to a Network Operator's failure.

#### **5 Change**

- 5.1 Any Network Operator or the Service Provider may from time to time wish a Change to be implemented. Changes shall be requested and implemented only in accordance with the Change Control Procedure set out in Schedule 10. Until a Change has been made in accordance with the Change Control Procedure, the Parties shall continue to operate this Agreement as if the request or recommendation had not been made.
- 5.2 In the event of a dispute as to whether any Change is technically practicable or whether it should reasonably give rise to any change to the Charges (including their amount and/or structure), the matter shall be referred for resolution in accordance with Clause 34.

#### **6 Technical Infrastructure**

- 6.1 The Service Provider shall provide the Services using the IT Systems.
- 6.2 Each Network Operator shall ensure that as from and at all times after the Commencement Date it has the Network Operator Systems in place.
- 6.3 Any change required to the Network Operator Systems which has an impact on the IT Systems and/or any change required to the IT Systems which has an impact on any Network Operator shall be treated as a Change and shall only be made in accordance with the Change Control Procedure.

- 6.4 All references to RGTA in Schedule 2 Part 4 of this Agreement shall take effect on the date on which any successor system is implemented in accordance with the UK Link Implementation Plan (Change Reference 11861).

## **Part 3: Payment**

### **7 Charges**

Each Network Operator shall pay to the Service Provider the Charges in accordance with Schedule 7.

### **8 Invoicing and Payment**

- 8.1 The Service Provider shall implement a billing process which shall allow the Service Provider to issue invoices for the Charges in accordance with the requirements specified in Schedule 7.
- 8.2 Each Network Operator shall pay each invoice submitted by the Service Provider in accordance with the payment terms set out in paragraph 4 of Schedule 7.
- 8.3 Where the invoice relates to a Change, it shall be payable in accordance with paragraph 5.4 of Schedule 7.
- 8.4 Where the invoice relates to Additional Services, it shall be payable in accordance with paragraph 6 of Schedule 7.
- 8.5 Each Network Operator shall notify the Service Provider within seven (7) Business Days after receipt of an invoice that it disputes the invoice if it considers that any part of the invoice is incorrect. Notwithstanding that it disputes the invoice, the Network Operator concerned shall in any event pay the invoice in accordance with this Clause and the disputed portion of the invoice shall be referred for resolution in accordance with Clause 34. The Service Provider shall include any adjustment (and, where required by the Network Operator concerned, pay interest as accrued on a daily basis on such adjustment at the applicable rate of the Barclays Bank plc base rate for the time being) necessary to reflect the amount agreed or determined to be due in the next invoice, or as otherwise agreed, submitted by the Service Provider following determination of that dispute.
- 8.6 Payment of an invoice does not prevent a Network Operator from disputing any charges in that invoice.
- 8.7 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Service Provider to any Network Operator, this may be deducted from any sum then due to the Service Provider under this Agreement.
- 8.8 The Service Provider shall monitor the Network Operators' Relevant Indebtedness in accordance with the Credit Policy.
- 8.9 If a Network Operator fails to pay any sum due under this Agreement:
- (a) the Network Operator concerned shall pay interest to the Service Provider on that sum (before as well as after judgment) at the prevailing rate of statutory interest (as defined in the Late Payment of Commercial Debts (Interest) Act 1998) on the day the payment became due, that interest to be calculated on a daily basis from the date upon which such sum became due, to be compounded with monthly rests and to be payable on

demand provided that the interest referred to in this Clause 8.9(a) shall be treated as a contractual remedy and not as statutory interest; and

- (b) the Network Operator concerned shall in addition pay the Service Provider in respect of the unpaid sum in question an administration charge of five hundred pounds sterling (£500).

## **Part 4: Relationships and Monitoring**

### **9 Contract Management and Network Operators' Representative**

- 9.1 From the Commencement Date, each Party shall appoint a Contract Manager and shall ensure that at all times during the Term a Contract Manager is appointed.
- 9.2 The Contract Managers shall have full authority to make binding decisions on all matters relating to the ordinary day to day running of this Agreement. Without limitation to the generality of the foregoing, Schedule 9 sets out certain of the roles and responsibilities of the Contract Managers.
- 9.3 From the Commencement Date, each Party shall appoint and ensure that at all times during the Term a Change Manager is appointed.
- 9.4 The Change Managers shall be the point of contact for the management of any Change. Without limitation to the generality of the foregoing, Schedule 9 sets out certain of the roles and responsibilities of the Change Managers.
- 9.5 The Network Operators shall jointly appoint in accordance with Part 7 of this Agreement, and ensure that at all times during the Term they have jointly appointed, a Network Operators' Representative, specifying the particular scope of the appointment and the Service Provider shall be notified of the appointment. The Network Operators' Representative shall represent all Network Operators in relation to the specific issue in question. The Network Operators may appoint a different person as Network Operators' Representative in relation to different issues or classes of issue under this Agreement (and references to the Network Operators' Representative shall be construed accordingly). The identity of the Network Operators' Representative may change from time to time provided that Network Operators ensure that the Service Provider is at all times notified of the current identity of the Network Operators' Representative. Unless the Service Provider is notified by the Network Operators of a change in identity of the Network Operators' Representative, the Service Provider shall be entitled to assume that the last notified Network Operators' Representative continues to be the Network Operators' Representative.
- 9.6 Each Network Operator confirms and undertakes that the Network Operators' Representative has full authority to represent and bind it in all matters where the Network Operators' Representative is referred to in this Agreement and that such Network Operator shall abide by and be bound by all acts, representations or statements done, given or made by the Network Operators' Representative in connection with this Agreement as if those acts, representations or statements had been done, given or made by such Network Operator itself.
- 9.7 The Parties shall follow the procedures for management of this Agreement, liaison, review of the operation of this Agreement and referral of issues as set out in Schedules 9 and 10 and Clause 34.



9.8 For the avoidance of doubt, any change in the identity of a Contract Manager or Change Manager of any Party, a change in the address of any Party or a change in the identity of the Network Operators' Representative shall not be deemed to be a Change under this Agreement.

## **10 The Service Provider Personnel**

10.1 The Service Provider acknowledges that its Contract Manager, Change Manager, the personnel identified in Schedule 9 and any other Service Provider Staff in a position identified by the Network Operators' Representative in writing from time to time are designated as the holders of key positions (the **Key Positions**).

10.2 Before appointing an individual to a Key Position or a third party (permitted under the terms of Clause 27) to perform any part of this Agreement, the Service Provider shall provide the Network Operators' Contract Manager and/or Network Operators' Representative, as appropriate, with a résumé and other information about the individual or third party reasonably requested by the Network Operators' Contract Managers and/or Network Operators' Representative.

10.3 The Service Provider shall:

- (a) use its reasonable endeavours to ensure that any person appointed to a Key Position performs that role continuously for a period of not less than six (6) months after his appointment, unless otherwise agreed with the Network Operator Contracts' Managers and/or Network Operators' Representative;
- (b) ensure that all the Service Provider Staff engaged in the provision of the Services to the Network Operators are suitably qualified, skilled, experienced and trained in the work which they perform;
- (c) implement processes to transfer knowledge of the Network Operators' requirements to the Service Provider Staff both initially and as new people are engaged;
- (d) ensure the Service Provider Staff display any form of identification provided by a Network Operator at all times when on any premises of that Network Operator;
- (e) ensure that while any of its staff are on any Network Operator's premises, they shall conform to that Network Operator's normal codes of conduct (including policies regarding occupational health and safety requirements, building access, physical security and dress codes) or procedures specified by that Network Operator from time to time;
- (f) implement any schemes of training and instruction from time to time for all staff engaged in the provision of the Services on all matters concerned with the Services as are necessary to ensure that the Service Provider performs the Services in accordance with this Agreement.

10.4 Where any person appointed to a Key Position ceases to provide the Services, the Service Provider shall, if requested by any Network Operator, ensure at its own cost that the replacement person spends at least one (1) week working with the person ceasing in the position to ensure that knowledge concerning the Services and the Network Operators' requirements is not lost.

## **11 Quality Management**

- 11.1 The Service Provider shall procure that all aspects of the Services and the implementation and provision of the Services are the subject of Quality Management Systems which comply with the provisions of this Clause 11.
- 11.2 The Quality Management Systems referred to in Clause 11.1 shall comply with:
- (a) ISO 9001:2000;
  - (b) the Service Standards and all relevant provisions of Schedules 2 and 4;
  - (c) the reporting and audit requirements in Schedule 6;
- and shall be reflected in appropriate Quality Documentation.
- 11.3 The Service Provider shall comply with the Quality Documentation and shall use its reasonable endeavours to procure that its sub-contractors comply with their own quality documentation.
- 11.4 Without limitation to Clauses 12, 13 and 14, the Network Operators' Representative may instruct a suitably qualified individual(s) independent from those managing this Agreement to carry out audits of the Quality Management Systems (including all Quality Documentation) at approximate intervals of six (6) months and may, when reasonably required, and upon reasonable notice, carry out other periodic monitoring, spot checks and auditing of such Quality Management Systems.

## **12 Monitoring of Performance**

- 12.1 The Service Provider shall be responsible for monitoring its performance of the Services and its other obligations under this Agreement and for reporting on that performance to the Network Operators in accordance with Clause 13, Schedule 4 and Schedule 6. If the Service Provider fails to provide the Services in accordance with the Service Standards or the Performance Indicators, the Service Provider shall:
- (a) identify the cause of any failure to provide the Services in accordance with a specific Service Standard or Performance Indicator and the extent to which, if at all, any Network Operator may have contributed to that failure;
  - (b) inform each Network Operator of such action necessary to correct such failure and prevent it from recurring, in accordance with paragraphs 1.2(a) to (e) of Schedule 9; and
  - (c) keep each Network Operator advised of the status of remedial efforts and any rectification being undertaken.

## **13 Reporting and Access to Information**

- 13.1 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all transactions both financial and non-financial that result from or are created in the Service Provider's performance of its obligations under this Agreement. The Service Provider shall maintain:
- (a) records of financial transactions in accordance with generally accepted accounting principles applied on a consistent basis; and

- (b) records of non-financial transactions in accordance with generally accepted industry methods and procedures.
- 13.2 The Network Operators' Representative shall have the right to carry out audits on behalf of the Network Operators in accordance with Schedule 6.
- 13.3 In addition to the other rights set out in this Clause 13, the Service Provider shall supply or make access available to all information specified in Schedule 6 as soon as reasonably practicable upon the request of the Network Operators' Representative or as otherwise may be specified in Schedule 6.
- 13.4 The Service Provider shall provide on reasonable notice any person appointed by the Network Operators' Representative to conduct any benchmarking exercise review of the Services pursuant to Clause 14 or any of the Network Operators' Representative's staff, its internal and external auditors with such information as is reasonably required to carry out the benchmarking exercise. The Service Provider shall provide any explanations as may in the opinion of the Network Operators' Representative be necessary for audit purposes. The right to require the Service Provider to provide information under this Clause 13.4 shall not be exercised more than once in any Year, except where further information is required to investigate specific matters revealed by an initial investigation.
- 13.5 If the Network Operators' Representative demonstrates that the Service Provider has failed to provide required information, in accordance with Schedule 6, that any information previously made available to the Network Operators' Representative was to any material degree inaccurate or incomplete or that the allocation of the Service Provider's resources, overheads or costs was unreasonable in the circumstances, the Service Provider shall:
  - (a) bear the reasonable costs incurred by the Network Operators' Representative in exercising its rights under Clause 13.4; and
  - (b) adjust the Charges and/or invoices issued to the Network Operators to correct the inaccuracies and reimburse the Network Operators for any resulting overpayment.
- 13.6 The Service Provider shall, in accordance with the agreed Archiving Policy, retain safe and secure and make available for inspection on reasonable request by the Network Operators' Representative and to ensure the Archiving Policy is being adhered to, all relevant materials, information, statements and papers which may be acquired or produced by the Service Provider in performance of the Services.

## **14 Benchmarking**

From time to time, the Network Operators' Representative and the Service Provider may agree to conduct benchmarking of the Services.

## **Part 5: Intellectual Property Rights, Data Protection and Confidentiality**

### **15 Intellectual Property Rights**

- 15.1 Save as expressly set out herein, this Agreement does not assign any IPR existing at the Commencement Date. Save as expressly set out herein, the Parties shall not assert ownership of any pre-existing IPR of the other Parties.

- 15.2 Each Network Operator (the **Licensing Network Operator**) grants to the Service Provider a royalty free, non-exclusive licence to use the Data, the UK Link Manual and any parts of the IT Systems which are not owned by or otherwise licensed to the Service Provider; and any IPR in connection with the Data, the UK Link Manual and any parts of the IT Systems which are not owned by or otherwise licensed to the Service Provider, for the Term and for the purposes only of the Service Provider carrying out its obligations to the Network Operators under this Agreement. The Service Provider shall be entitled to grant:
- (a) any of its subcontractors with the prior written consent of the Licensing Network Operator, which consent shall not be unreasonably withheld or delayed; and
  - (b) any Network Operator;
- such sub-licences of the licence set out in this Clause 15.2 as may be required to enable the Service Provider to provide the Services.
- 15.3 The Service Provider grants to each Network Operator a non-exclusive licence for the Term to access such of the IT Systems as are required: (a) to use, access and receive the Services; and (b) for the purposes of the Network Operators fulfilling their obligations under the Uniform Network Code in connection with the Services. Each Network Operator shall have the right to grant to Users sub-licences under the licence granted pursuant to this Clause 15.3 (on terms which are more restrictive than or the same as those of this licence), as required under the Uniform Network Code.
- 15.4 All IPR in the Data shall, as between each Network Operator and the Service Provider be the property of each Network Operator to which the Data relates and be vested in that Network Operator. To the extent that any IPR in the Data vests in the Service Provider or any of its sub-contractors or agents, the Service Provider hereby assigns with full title guarantee all right, title and interest in all such present and future IPR to each Network Operator to which the Data relates. By virtue of this Clause 15.4, all IPR in the Data created by the Service Provider or its sub-contractors or agents shall vest in each of the Network Operators to which the Data relates on their creation.
- 15.5 Subject to Clause 15.6, each Network Operator agrees that: (a) all IPR in any additions, developments and enhancements to the IT Systems created by or on behalf of the Service Provider in the performance of this Agreement (the **IP Systems Enhancements**); (b) the Transferred IP Enhancements; and (c) the Licensed IP Enhancements shall be owned by the Service Provider, excluding, for the avoidance of doubt, the IPR in the Data which shall vest in each Network Operator in accordance with Clause 15.4. Subject to Clause 15.6, the Service Provider shall procure that it owns all legal and beneficial interest in the IP Systems Enhancements, the Transferred IP Enhancements and the Licensed IP Enhancements.
- 15.6 Upon termination of this Agreement by all of the Network Operators, upon receipt of the sum of one Pound Sterling (£1) from Transco plc, the Service Provider shall assign with full title guarantee all right, title and interest in the Transferred IP, the Transferred IP Enhancements and the Licensed IP Enhancements to Transco plc absolutely. The assignment set out in this Clause 15.6 is intended to facilitate the provision of the Services (or services similar to the Services) by another service provider, thereby facilitating continuity of operation for Network Operators.
- 15.7 Upon termination of this Agreement and assignment of the Transferred IP, the Transferred IP Enhancements and the Licensed IP Enhancements in accordance with Clause 15.6, Transco plc shall:

- (a) hold the Transferred IP, the Transferred IP Enhancements and the Licensed IP Enhancements solely for the purposes of granting a new service provider such licences of the Transferred IP, the Transferred IP Enhancements and the Licensed IP Enhancements as the new service provider may require to perform the Services (or services similar to the Services) under any replacement agreement to this Agreement the new service provider enters into with any or all of the Network Operators;
- (b) grant a non-exclusive licence to the Service Provider to use and to sub-license its subcontractors to use the Transferred IP and the Transferred IP Enhancements to the extent required by the Service Provider to enable it to carry on its commercial activities.

## 16 Data Security and Protection

16.1 The Service Provider shall:

- (a) implement and maintain the security and business continuity procedures set out in Schedule 3 and ensure that at all times it has in place appropriate security procedures to prevent the unauthorised disclosure, destruction, damage, loss or alteration of Data, including any procedures or changes to the procedure set out in Schedule 3 notified from time to time by the Network Operators' Representative; and
- (b) take such steps as all or any of the Network Operators may reasonably require to enable them to comply with their obligations under the Data Protection Act 1998, as amended from time to time (the **DPA**), and any other applicable statutory obligations relating to Data and, upon request from any Network Operator, shall provide that Network Operator with such information as it may require to satisfy itself that the Service Provider has taken such steps.

16.2 The Service Provider shall reconstitute any Data which is lost, destroyed or damaged to the extent it is reasonably able from any backups of the Data which it has access to. The Service Provider shall bear the reasonable costs of such reconstitution to the extent the Data was lost, destroyed or damaged as a result of its negligence or breach of its obligations under this Agreement. Each Network Operator shall assist the Service Provider to the extent it is reasonably able by providing and procuring that Users and any other relevant third parties provide the Service Provider with such back up copies of the Data as may exist.

16.3 The Parties acknowledge that the Service Provider shall be the data processor (as defined under the DPA) of each Network Operator in respect of its processing (as defined under the DPA) (**processing**) of Data. Accordingly, the Service Provider shall have no liability whatsoever to any person (including, without limitation, to any data subject, as defined under the DPA) in respect of any processing of Data carried out under this Agreement by the Service Provider in its capacity as data processor of each Network Operator.

## 17 Confidentiality

17.1 Each Party (the **Receiving Party**) shall treat as confidential all information (including, without limitation, Data, IPR and Materials) obtained from any other Party (the **Disclosing Party**) pursuant to this Agreement. A Receiving Party shall not, without the prior written consent of the Disclosing Party, as permitted under, or as necessary for compliance with this Agreement, divulge or use such information to any person, except:

- (a) the Receiving Party's staff, the Receiving Party subcontractors' staff and the Receiving Party agents' staff, and then only to any such staff who need to know the information;
- (b) the Receiving Party's auditors, professional advisers, the Authority, HM Inspector of Taxes, HM Customs and Excise, the Network Operators' Representative and any other persons or bodies having a statutory or regulatory right to receive that information and then only in pursuance of such right; or
- (c) where it concerns financial information, any shareholder of the Receiving Party who needs to have that information for the purposes of monitoring the activities of the Receiving Party in its capacity as a shareholder of the Receiving Party;

provided that this Clause 17 shall not extend to:

- (i) information which:
  - (aa) was rightfully in the possession of the Receiving Party prior to the commencement of its dealings with the Disclosing Party (provided that such information was not originally given to it by the Disclosing Party);
  - (bb) is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 17);
  - (cc) is trivial or obvious;
  - (dd) which is required by law to be disclosed; or
- (ii) any Network Operator in respect of Data relating to it or its Users.

17.2 The Service Provider undertakes to ensure that the persons and bodies mentioned in Clause 17.1(b) are made aware prior to the disclosure of any part of the information that the same is confidential and agree to keep it confidential.

17.3 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

## **Part 6: Liability, Exit and Accession**

### **18 Warranties**

18.1 The Service Provider warrants and undertakes to each Network Operator that:

- (a) it will perform its obligations under this Agreement in compliance with all laws and maintain all consents required by law;
- (b) it will have in place and available the resources, infrastructure and systems appropriate for the provision of, and fully fit for the purpose of providing, the Services; and
- (c) it will perform its obligations under this Agreement using reasonable skill, care and diligence.

18.2 Each Network Operator warrants and undertakes that:

- (a) it will perform its obligations under this Agreement in compliance with all laws and maintain all consents and licence required by law;
  - (b) any Materials supplied by it are complete, accurate and up to date; and
  - (c) it will perform its obligations using reasonable skill, care and diligence.
- 18.3 Save as expressly set out in this Agreement, all representations, warranties, conditions and other terms, whether express or implied, are excluded to the fullest extent permitted by law.

## **19 Liability**

- 19.1 Each Network Operator agrees and acknowledges that the Service Provider shall have no liability to it or any other party for any loss, damage or harm sustained or incurred by the Network Operator as a result of any failure whatsoever of the Service Provider to provide the Services to the Service Standards or the Performance Indicators.
- 19.2 Except as expressly stated in this Agreement, no Party shall be liable to any other Party under this Agreement for:
- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
  - (b) indirect, special or consequential loss or damage.
- 19.3 The provisions of Clauses 19.1 and 19.2 shall not exclude or limit any Party's right under this Agreement to claim for any of the following under an indemnity given by another Party or which results from a Default by another Party:
- (a) any loss or damage to tangible property; or
  - (b) any loss or damage caused by infringement of any third party IPR or breach of any obligations of confidence.
- 19.4 Save as expressly set out in this Agreement, the Service Provider shall have no liability to any Network Operator for any loss, damage, cost or harm whatsoever whether arising out of contract, tort, negligence, or howsoever otherwise arising, including, without limitation, all direct, indirect and consequential loss or damage whatsoever.
- 19.5 Notwithstanding any other provisions of this Agreement, no Party excludes or limits liability to another Party for:
- (a) death or personal injury caused by its own negligence;
  - (b) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
  - (c) liability for fraudulent misrepresentation; or
  - (d) any other liability the exclusion of which is expressly prohibited by statute.
- 19.6 Each Network Operator agrees and acknowledges that the Service Provider shall have no liability whatsoever for any loss, harm, costs or damage suffered by any User, gas supplier, meter operator, gas transporter, consumer or customer, and each Network Operator hereby agrees to indemnify and keep indemnified and hold harmless the Service Provider in respect of any claim, loss, demand, expenses (including legal costs and expenses), fines or other liability

incurred or suffered by the Service Provider, its directors or personnel whatsoever and howsoever arising as a result of or otherwise in connection with any User, gas supplier, meter operator, gas transporter or customer of the Network Operator.

- 19.7 Without limitation to the generality of the provisions of this Clause 19, the Service Provider will not be responsible for and shall have no liability to the Network Operators for any financial liabilities from any failure to meet any Uniform Network Code Standards of Service.
- 19.8 The Parties agree that given the nature of the Services, the manner in which they are to be performed and the nature of the relationship between the Service Provider and the Network Operators, the limitations and exclusions and the indemnity set out in this Clause 19 are fair and reasonable in the circumstances.

## **20 Insurance**

The Service Provider shall at its own expense effect and maintain for the Term such insurances as required by any applicable law and as appropriate in respect of its obligations under this Agreement.

## **21 Force Majeure**

- 21.1 No Party shall be liable for any failure or delay in performing its obligations under this Agreement as a result of a Force Majeure Event, provided that:
- (a) the date for performance of any contractual obligation which has been delayed by the Force Majeure Event shall be deemed suspended only for a period equal to the delay caused by that event;
  - (b) the Party seeking to exempt itself from liability by virtue of this Clause 21 shall:
    - (i) give written notice to the other Parties within twenty-four (24) hours of becoming aware of the Force Majeure Event, which notice shall give such information as is available as to the nature and extent of the failure, the reasons for the failure and the steps being taken by the Party seeking to exempt itself to remedy it, together with an estimate of the period of time required to remedy it;
    - (ii) within ten (10) days of giving the notice referred to in Clause 21.1(b)(i), and thereafter upon request, give a detailed report amplifying the information given in the earlier notice and giving such additional explanations and factual information relating to the failure as may have been requested; and
    - (iii) takes all necessary steps to remedy the failure.
- 21.2 Each Network Operator shall reimburse the Service Provider in respect of all reasonable costs it incurs in seeking to remedy or work around the failure resulting from or caused by the Force Majeure Event. Such costs shall be apportioned between the Network Operators affected by the failure in accordance with the allocation of the Charging Base set out in the then current Pricing Statement.
- 21.3 The following shall be deemed not to constitute or give rise to a Force Majeure Event:
- (a) any dispute between the Service Provider and its staff or any sub-contractor of the Service Provider and its staff; or



- (b) shortage of labour, materials or other resources.

## **22 Term and Termination**

- 22.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.
- 22.2 The Term shall be automatically extended for further three year periods (each an **Extension Period**), unless, subject to Clause 23.3, a Network Operator or all Network Operators give the Service Provider at least 12 months' written notice, such notice to expire on or before the time the Term, or any Extension Period would otherwise come to an end.
- 22.3 Subject to Clause 23.3, this Agreement may be terminated by a Network Operator in respect of all or only part of the Services, if that Network Operator has:
  - (a) obtained the prior written consent of the Authority in accordance with paragraphs 5 and 6 of Standard Special Condition [A15] of its GT Licence; and
  - (b) notified the Service Provider in writing prior to requesting such consent, giving detailed reasons for such request.
- 22.4 Subject to Clause 23.3, this Agreement may be terminated by all the Network Operators together in respect of all or only part of the Services, if the Network Operators have:
  - (a) obtained the prior written consent of the Authority in accordance with paragraphs 5 and 6 of Standard Special Condition [A15] of their GT Licences; and
  - (b) notified the Service Provider in writing prior to requesting such consent, giving detailed reasons for such request.
- 22.5 Subject to Clause 23.3, this Agreement may be terminated by the Service Provider in respect of a Network Operator on 90 days' notice if that Network Operator's GT Licence is revoked or withdrawn.
- 22.6 The rights of the Parties under this Clause 22 may be exercised successively in respect of any one or more failures by the other and are in addition and without prejudice to any other right they may have against each other.
- 22.7 The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which:
  - (a) is expressed to survive or operate in the event of termination of this Agreement; or
  - (b) in consequence of the continuation of any specific terms under this Agreement pursuant to Clause 23, is needed for the proper efficacy, operation or interpretation of this Agreement in the event of its termination or expiry.

## **23 Consequences of Termination**

- 23.1 The Service Provider acknowledges that it is critical for the Network Operators to have continuity of the Services and for that reason, the Network Operators rely significantly on the Service Provider fulfilling its obligations under this Clause 23. The Network Operators acknowledge that it is critical for the Service Provider to have an uninterrupted flow of income from provision of the Services. The Network Operators also acknowledge any handover of the Services will require them to devote significant internal and external resources to ensure that

their requirements are adequately met and accordingly the Network Operators agree that they shall pay to the Service Provider the reasonable costs incurred by it in both developing and implementing the Handover Plan.

23.2 Within a reasonable period not exceeding 12 months from the receipt of any request from:

- (a) any Network Operator(s); or
- (b) in the case of all Network Operators, the Network Operators' Representative;

the Service Provider and the Network Operator(s) or in the case of all Network Operators, the Network Operators' Representative, shall prepare and agree a Handover Plan in accordance with Schedule 11. The Handover Plan may be revised at any time by agreement between any Network Operator(s) or, in the case of all Network Operators, the Network Operators' Representative, and the Service Provider.

23.3 This Agreement shall not terminate pursuant to any notice given under Clause 22 until the following conditions have been satisfied:

- (a) the Handover Plan has been agreed in accordance with Clause 23.2;
- (b) without limitation to Clause 23.3(a), any Termination Payments due to the Service Provider from the Network Operator(s) have been agreed as a part of the Handover Plan; and
- (c) written consent of the Authority in accordance with paragraphs 5 and 6 of Standard Special Licence Condition A15 of their GT Licence has been obtained together with any required licences or approvals from the Authority or any other relevant regulatory or other authorities.

Upon satisfaction of all of the conditions set out in Clauses 23.3(a) to (c), this Agreement shall terminate in accordance with Clause 23.4.

23.4 If the conditions set out in Clause 23.3 are satisfied before the date of termination specified in any notice given under Clause 22, then this Agreement shall terminate in accordance with the date specified in that notice. If the conditions set out in Clause 23.3 are not satisfied before that date, then this Agreement shall terminate on the date upon which all of the conditions set out in Clause 23.3 are satisfied and the date of termination specified in the notice of termination given under Clause 22 shall be deemed to be extended accordingly.

23.5 The Service Provider shall continue to provide the Services after the date on which a notice is given in accordance with Clause 22 as specified in the Handover Plan.

23.6 The Service Provider shall provide handover assistance in accordance with the Handover Plan from the time or times specified in the Handover Plan.

## **24 Payments on Termination**

Each Network Operator shall pay such Termination Payments as are agreed between the Parties in the Handover Plan in the manner and at the times agreed in the Handover Plan.

## **25 Accession**

- 25.1 The Parties shall admit any person who becomes a Transporter after the date of signature of this Agreement (an **Additional Party**) as an additional party to this Agreement.
- 25.2 Each Party (other than Transco plc) irrevocably authorises Transco plc to sign on its behalf and deliver an Accession Agreement with an Additional Party and undertakes not to withdraw, qualify or revoke such authority.
- 25.3 On execution of an Accession Agreement between Transco plc and an Additional Party, the Additional Party shall become a Party to this Agreement and shall, as soon as possible thereafter, notify the Authority of its accession to this Agreement.
- 25.4 The Service Provider and the Network Operators shall implement the accession of an Additional Party in accordance with the relevant Accession Plan.

## **Part 7: Provisions applying between Network Operators**

### **26 Network Operator to Network Operator Obligations**

- 26.1 For the avoidance of doubt, the terms set out in this Part 7 only apply to and create obligations and rights between the Network Operators, and the Service Provider is not a party to this Part 7.
- 26.2 The Network Operators acknowledge and agree that they are entering into this Agreement as the AS agreement pursuant to Standard Special Condition [A15] of their GT Licences; and each Network Operator undertakes not to do anything under or in connection with this Agreement which might reasonably be expected to result in any other Network Operator infringing Standard Special Condition [A15] of its GT Licence.
- 26.3 The Network Operators agree that:
- (a) subject to Clause 26.3(b):
    - (i) the Network Operators' Representative (or each of them, if more than one is to be appointed) shall be appointed and may from time to time be removed or replaced; and
    - (ii) the authority of the Network Operators' Representative (or each of them) shall be established by and may from time to time be amended or revoked;  
  
by agreement of all of the Network Operator's Contract Managers, or (failing such agreement) by decision of the Committee under the Joint Governance Arrangements Agreement;
  - (b) the Network Operators' Representative (or any of them) shall take decisions and exercise any other powers under this Agreement:
    - (i) subject to, and in accordance with, the authority conferred on the Network Operators' Representative(s) pursuant to Clause 26.3(a)(ii);
    - (ii) where any such decision or power is outside the scope of such authority for the time being, as instructed by all of the Network Operator's Contract Managers jointly, failing which as instructed by the Committee under the Joint Governance Arrangements Agreement.

- 26.4 If the Network Operator's Contract Managers are unable to agree on a specific issue, they shall, in the first instance, use their reasonable endeavours to resolve that issue between themselves. If they are unable to resolve the issue within ten (10) Business Days of the issue arising (or longer period agreed between them), the dispute shall be referred for resolution to the Committee under the Joint Governance Arrangements Agreement.

## **Part 8: Miscellaneous**

### **27 Assignment and Sub-contracting**

- 27.1 No Party shall assign or otherwise transfer this Agreement or any of its rights and obligations under it whether in whole or in part without the prior written consent of all the other Parties, save that each Network Operator shall be entitled to novate this Agreement or any part of it to:
- (a) a Network Operator Group Company of the Network Operator concerned; and/or
  - (b) any company or other legal entity which acquires the GT Licence relating to the gas distribution network and all, or substantially all, of the business or functions of the Network Operator concerned.
- 27.2 The Service Provider shall be entitled to enter into Third Party Contracts, provided that the Service Provider shall not be relieved from any of its obligations under this Agreement by entering into any sub-contract for the performance of all or any part of this Agreement.

### **28 Notices**

- 28.1 Any notice given under this Agreement shall be sent by e-mail and a confirmatory copy of the notice shall be signed and delivered personally or by courier to the relevant Party or Parties or posted by recorded delivery or facsimile transmission to:
- (a) in the case of the Service Provider, the address or number set out below;
  - (b) in the case of a Network Operator, the address or number set out in paragraph 2 of Schedule 5;

or to such other address(es) or number(s) as may be notified for this purpose, and shall be effective notwithstanding any change of address(es) not notified.

#### **Service Provider:**

Fax: 0121 713 5174  
Email: kim.salmon@xoserve.com  
F.A.O: the Service Provider Contract Manager

- 28.2 Unless proven otherwise, a notice shall be deemed to have been given:
- (a) if posted by recorded delivery, 48 hours after the date of posting; or

- (b) if delivered personally or by courier or sent by facsimile during 9.00 to 17.00, when left at the relevant address or transmitted (as applicable);

and otherwise on the next day, unless that day is not a Business Day, in which case the notice will be deemed to have been given on the next Business Day.

## **29 Publicity**

The Service Provider shall not in any way publicise or make any announcement about or disclose any terms of this Agreement or any aspect of its subject matter without the prior written consent of a Network Operator in cases where the announcement or disclosure relates only to that particular Network Operator and in all other cases the prior written consent of the Network Operators' Representative.

## **30 Entire Agreement and Variations**

This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. No addition to or modification, amendment or variation of any provision of this Agreement shall be binding upon the Parties, unless made in writing signed by a duly authorised representative of each of the Parties. Each Party affirms that it has not been induced to enter into this Agreement by any prior representations whether oral or in writing, except as specifically contained in this Agreement and hereby waives any claim for breach of any such representations which are not so specifically incorporated.

## **31 Waiver**

No forbearance, delay or indulgence by any Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy in this Agreement conferred upon or reserved for any Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

## **32 No partnership or agency**

The Service Provider shall at all times be an independent contractor of the Network Operators and nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor, save as expressly set out in this Agreement, constitute any Party the agent of any other Party for any purpose.

## **33 Rights of Third Parties**

The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

## **34 Disputes**

- 34.1 The Service Provider and each Network Operator which is a party to a dispute arising out of or in relation to this Agreement with the Service Provider will attempt in good faith to resolve

any such dispute promptly. Where there is no other dispute or escalation procedure specified in this Agreement for such a dispute, the dispute shall be referred by any party to it, first, to the Contract Managers and/or if all Network Operators are party to the dispute, the Network Operators' Representative. A reported dispute shall be discussed at the next review meeting as scheduled in accordance with the Contract Management Procedure set out in Schedule 9 or if any party to the dispute requires, at an earlier meeting between the Contract Managers and/or the Network Operators' Representative (as appropriate).

- 34.2 The Service Provider Contract Manager and any one or more Network Operator Contract Managers and/or Network Operators' Representative (as appropriate) shall attempt to resolve the dispute in a manner satisfactory to all parties to the dispute. If any dispute cannot be resolved by the Contract Managers and/or Network Operators' Representative (as appropriate) within a maximum of ten (10) Business Days (or longer period agreed between them) after it has been referred under Clause 34.1, the dispute shall be referred for resolution to the commercial manager of the Service Provider and an equivalent level of authority of all or any of the Network Operators (as appropriate), or in the case of the Network Operators' Representative, by a person with an equivalent level of authority appointed by the Network Operators' Representative on its behalf.
- 34.3 If the dispute cannot be resolved by the commercial manager of the Service Provider and an equivalent level of authority of all or any of the Network Operators (as appropriate), or in the case of the Network Operators' Representative, by a person with an equivalent level of authority appointed by the Network Operators' Representative on its behalf (as appropriate), within a maximum of ten (10) Business Days (or longer period agreed between them) after it has been referred under Clause 34.2, it shall be referred for resolution to the chief executive officer of the Service Provider and the managing director(s) of the Network Operator(s).
- 34.4 If the dispute cannot be resolved by the chief executive officer of the Service Provider and the managing director(s) of the Network Operator(s) after it has been referred under Clause 34.3, and the dispute is of a technical nature or relates to the calculation of Charges or other payments, it may be referred, with the agreement of the parties to dispute concerned, for determination by an Expert in accordance with Clause 35 who shall be deemed to act as expert and not as arbitrator.
- 34.5 If any party to the dispute does not agree to the dispute being referred for determination in accordance with Clause 34.4, or the dispute is not of a technical nature, the parties to the dispute may enter into structured negotiations with the assistance of a mutual adviser appointed by the Centre for Dispute Resolution and the programme and structure for any negotiations shall be as agreed between the parties to the dispute. If the parties to the dispute fail to settle the dispute within fourteen (14) days after appointment of the mutual adviser, or if any party to the dispute refuses to enter into structured negotiations, then the dispute shall be determined by the English courts and the parties to the dispute submit to the jurisdiction of those courts for that purpose.
- 34.6 The parties to the dispute shall fulfil their respective obligations under this Agreement insofar as is possible, regardless of any outstanding dispute regarding the Services (without prejudice to the rights and obligations of any Party) and shall bear their own legal costs arising from any dispute.
- 34.7 For the avoidance of doubt, the provisions of this Clause 34 shall not apply to disputes arising only between Network Operators, which shall be dealt with in accordance with Clause 26.4.

## **35 Expert Determination**

35.1 Any matter or dispute of a technical nature relating to the Services or any fees or other sums paid (or the setting of such fees or sums) on which the parties concerned have failed to reach a settlement under the mechanism set out in Clauses 34.1 to 34.3 may be referred for determination:

- (a) to a person suitably qualified to determine such matter or dispute, who shall be nominated jointly by the Network Operators' Representative and the Service Provider; or
- (b) failing agreement as to such nomination within seven (7) days, to such person as may be appointed, on the application of either the Network Operators' Representative or the Service Provider, by the President of The Law Society of England and Wales;

and the person so appointed shall be referred to in this Agreement as the **Expert**.

35.2 The Network Operators concerned and the Service Provider shall on request promptly supply to the Expert, for the time being, all such assistance, documents and information as may be required for the purpose of the determination and the Network Operators concerned and the Service Provider shall use all reasonable endeavours to procure the prompt determination of that reference.

35.3 The Expert shall be deemed to act as an expert and not as an arbitrator and his determination shall be conclusive and binding upon the parties concerned.

35.4 The costs of the Expert shall be divided equally between the Service Provider and the Network Operators which are party to the determination, save as may be otherwise directed by the Expert.

**36 Governing law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with English law and, subject to Clauses 34 and 35, it is irrevocably agreed that the courts of England are to have exclusive jurisdiction to settle any claim or matter arising in relation to this Agreement.

**37 Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this Agreement, but together the counterparts shall constitute one document.

**Signed** by the Parties or their duly authorised representatives

Signed by [\*\* )  
duly authorised for )  
and on behalf of )  
[Transco plc] ) \_\_\_\_\_

Signed by [\*\* )  
duly authorised for )

and on behalf of )  
[DNO 2] )

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**Signed** by [\*\* )  
duly authorised for )  
and on behalf of )  
[DNO 3] )

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**Signed** by [\*\* )  
duly authorised for )  
and on behalf of )  
[DNO 4] )

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**Signed** by [\*\* )  
duly authorised for )  
and on behalf of] the )  
Service Provider )

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## Schedule 1 – Interpretation and Definitions

### 1 Interpretation and Definitions

#### 1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

**Accession Agreement** means an agreement of that name, in the form set out in Schedule 12;

**Accession Plan** means the plan identified in an Accession Agreement, describing in detail how the accession of a person as an Additional Party to this Agreement shall be managed.

**Additional Service** means a Service provided by the Service Provider to all or any Network Operator: (a) on a project basis; and/or (b) in implementing a Change requested by any Network Operator under paragraph 3 of Schedule 10; and/or (c) as an ongoing Service as a result of a Change requested by any Network Operator under paragraph 3 of Schedule 10;

**Agreement** means this agreement, together with the recitals and all Schedules, Annexes to Schedules and any documents incorporated by express reference;

**Annual Asset Portfolio** means a report detailing asset information for all supply meter points in the Users ownership;

**Application** means programs which perform user-related processing functions;

**Application Server** means any servers upon which the Applications are physically hosted;

**Archiving Policy** means the Service Provider's archiving policy, as agreed pursuant to Clause 13.6;

**AT Link** means the IT System used as at the Commencement Date for the daily balancing of gas transportation within the transmission system and any modification, enhancement or successor system;

**Authority** means the Gas and Electricity Markets Authority established under Section 1 of the Utilities Act 2000;

**Business Continuity Incident** means an interruption to business critical activities through major procedure failure or disaster;

**Business Continuity Plan** means the plan detailing the procedures to be implemented in the event of a Business Continuity Incident in accordance with Schedule 3;

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open in London, England for the transaction of general business;

**Business Evaluation** means the process set out in Schedule 10;

**Business Evaluation Order** means the business evaluation order described as such in Schedule 10;

**Business Evaluation Report** means the business evaluation report described as such in Schedule 10;

**Change** means the addition to, variation of, or removal of any of the Services and/or the Performance Indicators (including change to IT Systems);

**Change Authorisation** means the Change authorisation described as such in Schedule 10;

**Change Budget** means the budget for Change as set out in Schedule 7;

**Change Budget Approval** means the approval required in accordance with paragraph 2.4 of Schedule 10;

**Change Completion Notice** means the Change completion described as such in Schedule 10;

**Change Control Procedure** means the procedures for management of Changes as set out in Schedule 10;

**Change Manager** means the person appointed by a Party in accordance with Clause 9;

**Change Management Steering Group** means the steering group as referred to or described in Schedule 9;

**Change Management Team** means the change management team as referred to or described in Schedule 9;

**Change Order** means the change order described as such in Schedule 10;

**Change Recommendation** means a recommendation for Change by the Service Provider submitted as an Evaluation Quotation Report in accordance with Schedule 10;

**Charges** means the fees for the performance of the Services (including any costs and expenses) as calculated in accordance with Clause 7 and Schedule 7 and payable to the Service Provider in accordance with Clause 8;

**Charging Base** has the meaning set out in Schedule 7;

**Commencement Date** means the date on which completion of the hive down occurs, as set out in the Hive Down Agreement;

**ConQuest** means the IT System by which Users submit queries to the Service Provider concerning the accuracy of data held on the S&M Database;

**Contract Manager** means the person appointed by a Party in accordance with Clause 9;

**Contract Management Procedure** means the procedure set out in Schedule 9;

**Contract Management Team** means the contract management team as referred to or described in Schedule 9;

**Control** means the power of a person to secure:

- (a) by means of the holding of shares or the possession of voting power or the power to appoint or remove members of the board of directors or equivalent body in or in relation to the first person or any other person; or
- (b) by virtue of any powers conferred by the articles of association of, or any other document regulating the first person or any other person;

that the affairs of another person are conducted in accordance with the wishes or duration of that person;

**Cost Base** has the meaning set out in paragraph 1.1 of Schedule 7;

**Cost Base Category** has the meaning set out in paragraph 1.1 of Schedule 7;

**Credit Policy** means the Service Provider's credit policy as may be notified to the Network Operators to from time to time to monitor the Network Operators' Relevant Indebtedness;

**Data** means all data and information received, processed or output by the Service Provider in performing the Services for, from or on behalf of any Network Operator or its Users, but, for the avoidance of doubt, excludes any information provided by the Service Provider pursuant to Schedules 6 and 7;

**Data Centre** means the physical location used by the Service Provider to provide Data Centre Services and Application Server Services;

**Default** means any breach of the obligations of a Party (including, but not limited to, fundamental breach or breach of a fundamental term or breach of warranty) or any default, act, omission, negligence or statement of that Party, its staff, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which that Party is liable to all or any of the other Parties;

**Demand Estimation Sample Data Provider** means the third party provider handling the datalogger and data recorder equipment installation and maintenance;

**DESC** has a meaning of the demand estimation sub-committee established for the purposes of Network Code, TPD Section H;

**Disclosing Party** has the meaning given in Clause 17.1;

**Distribution Network Operator** means any Network Operator other than UK Transmission;

**DPA** means the Data Protection Act 1998, as may be amended from time to time;

**Essential Maintenance** means maintenance of hardware or software required to ensure the Service provision meets the minimum target service levels;

**Evaluation Quotation Report** means the evaluation quotation report described as such in Schedule 10;

**Expert** means a person appointed pursuant to Clause 35.1;

**Extension Period** has the meaning given in Clause 22.2;

**External Audit Action Plan** means a plan prepared under paragraph 3.3.3 of Schedule 6 following an audit designed to eliminate the cause of non-conformities identified in the audit to prevent reoccurrence;

**Financial Year** means each twelve (12) month period starting on 1 April and ending on 31 March;

**Fix on Fail** means restoration of the Service following a failure in Service provision arising from a fault in hardware, software, firmware, middleware or network connectivity;

**Force Majeure Event** means any cause or circumstance beyond the reasonable control of a Party which results in or causes the failure by that Party to perform any one or more of its obligations under this Agreement, if that failure could not have been prevented or overcome by that Party acting reasonably and prudently, including complying with all business continuity obligations under this Agreement;

**Gemini** means the successor IT System to RGTA and AT Link;

**Good Industry Practice** means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced provider of comparable services to the Services or part thereof, seeking in good faith to comply with its contractual obligations, complying with all applicable laws and regulations;

**GT Licence** means a gas transporter's licence;

**Handover Plan** means the document detailing the exit strategy agreed by a Network Operator and the Service Provider as referred to in Clause 23 and as updated and amended in writing from time to time;

**Help Desk** means the help desk, referred to in TPD Section U, to be provided by the Service Provider on behalf of the Network Operators;

**Hive Down Agreement** means the agreement of that name as entered into between Transco plc and xoserve Limited on or around the date of this Agreement;

**Incident** means any defect in or failure of any IT Systems or any query in relation to an IT System Service which occurs outside of planned UK Link downtime and has been logged via the Help Desk;

**Information Security Management Policy** means the Service Provider's information security management system as described in Schedule 3;

**Invoicing '95** is the IT System used by the Service Provider to produce invoices for charges arising from gas transportation;

**IPR** means all intellectual property rights at any time protected by statute or common law anywhere in the world, whether legal or beneficial, including, but not limited to:

- (a) patents, petty patents, utility models, copyright, design rights, rights in circuit layouts, registered designs, trade marks, domain names, database rights, and any right to have confidential information kept confidential; and
- (b) any application or right to apply for any of the rights referred to in paragraph (a) directly above;

**IP Systems Enhancements** has the meaning set out in Clause 15.5;

**IS Service Delivery Manager** means the person appointed in accordance with paragraph 1.4 of Schedule 9;

**IT Systems** means those parts of UK Link as defined in the UK Link Manual required to provide the Services and such other systems as are required for query management, billing and information provision and receipt to or from network operators and/or their Users and the Service Provider used at the Commencement Date and modified through the Change Control Procedure;

**IX Network** is a communications structure used to facilitate the flow of data between UK Link Users and systems, such as Supply Point Administration and AT Link;

**Joint Governance Arrangements Agreement** or **JGAA** means the agreement of that name between the Network Operators to be entered into on or around the date of signature of this Agreement;

**Key Position** has the meaning given in Clause 10.1;

**Licensed IP** means all IPR licensed to the Service Provider by Transco plc at any time during the Term;

**Licensed IP Enhancements** means all IPR in any additions, developments and enhancements to the Licensed IP created by or on behalf of the Service Provider in the performance of this Agreement;

**Licensing Network Operator** has the meaning set out in Clause 15.2;

**Materials** means any documented methodology or process, documentation or other material in whatever form, including any reports, specifications, design document, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, but excluding, for the avoidance of doubt, all software;

**Must Read** means the procurement of a meter reading by the Service Provider where a User has failed to supply a meter reading within the timescales set out in the Uniform Network Code;

**Network** means a System (for the purposes of, and as defined in, the Uniform Network Code) operated by a Network Operator;

**Network Operator** means each of the network operators identified as such in Schedule 5, subject to paragraph 1.3 of this Schedule 1;

**Network Operator Contract Manager** means the Contract Manager appointed by each Network Operator pursuant to Clause 9.1;

**Network Operator Group Company** means any company which is from time to time a holding company or a subsidiary of a Network Operator or a subsidiary of all or any such holding company (as those expressions are defined in Section 736 of the Companies Act 1985) other than the Service Provider;

**Network Operators' Representative** means the representative appointed pursuant to Clause 9.5;

**Network Operator Systems** means the systems required by a Network Operator to provide throughout the Term a compatible interface with the IT Systems, including systems which meet the requirements set out in Schedule 8 at the Commencement Date or as modified as a result of any Change;

**NTE tables** means the Entry Capacity Invoice tables;

**ODS** means the operational data store;

**Operating Document** has the meaning set out in Clause 3.3;

**Party** means the Service Provider or any Network Operator;

**Performance Indicators** means the specific standards to which the Service Provider must provide the Services and which are set out in Schedule 4;

**Price Review** has the meaning set out in paragraph 2.1 of Schedule 7;

**Pricing Schedule** has the meaning set out in paragraph 3.1 of Schedule 7;

**Pricing Statement** has the meaning set out in paragraph 2.2 of Schedule 7;

**Project** means a query management project as defined in Section 4 of Standard of Service Query Management Guidelines as may be modified or replaced from time to time;

**Proteus** means the system which submits requests for, and records the results of, Meter Readings from Meter Reading agents;

**Quality Documentation** means the quality manuals, quality plans, quality procedures, inspection and test plans, work instructions or like documentation, as appropriate, which describe and define the Quality Management System;

**Quality Management System** means the organisational structure, procedures, processes and resources for determining and implementing quality policy which is described and referred to in Clause 11;

**Receiving Party** has the meaning given in Clause 17.1;

**Receiving Part Group Company** means the Receiving Party's subsidiaries, holding companies and/or subsidiaries of such holding companies as they may change from time to time, "subsidiary" and "holding company" having the meaning ascribed to them in Section 736 and 736A of the Companies Act 1985 as amended from time to time;

**Receiving Party's Staff** means any employees and directors of the Receiving Party and any the Receiving Party Group Company and any contractors, agents or third parties engaged by the Receiving Party to perform any part of this Agreement;

**Reconciliation Statement** has the meaning set out in paragraph 4.3 of Schedule 7;

**Recovery (Buddy) Site** means the default location(s) in the event of a Business Continuity Incident;

**Recovery Team** means the team responsible for the implementation and the overall management of the Business Continuity Plan;

**Relevant Indebtedness** means the aggregate amount of monies for which a Network Operator is at any time liable to the Service Provider pursuant to this Agreement. For the avoidance of doubt, this will include the charges in respect of any Services used and not yet invoiced, any invoices issued and not yet paid less any payments made and not yet allocated;

**RGTA** means the IT System used as at the Commencement Date for the system entry capacity for gas flow within the transmission system and any modification, enhancement or successor system;

**S&M Database** means the IT System which is the primary source of information relating to Supply Points;

**SC95** means the system control 95 database which contains details of all Interruptible Supply Points on the network operated by the Network Operator;

**Service Provider** means xoserve Limited, as identified in Schedule 5;

**Service Provider Contract Manager** means the Contract Manager appointed by the Service Provider pursuant to Clause 9.1;

**Service Provider Materials** means any and all Materials used by the Service Provider to provide the Services, as the same may be modified from time to time (but excluding the Data);

**Service Provider Staff** means any employees and directors of the Service Provider and any the Service Provider Group Company and any contractors, agents or third parties engaged by the Service Provider to perform any part of this Agreement;

**Service Requirements** means the service requirements described or referred to in Schedule 2;

**Service Standards** means, in relation to the performance of any of the Services, carrying out those Services:

- (a) in a good, safe and professional manner and in a manner free from dishonesty and corruption;
- (b) in accordance with Good Industry Practice;
- (c) in a manner which does not unfairly discriminate between Network Operators;
- (d) in co-operation with any Network Operator, in particular in relation to the provision of information requested by a Network Operator; and
- (e) in a manner which shall promote and enhance the public image and reputation of the Network Operators;

**Services** means the Service Requirements and any other services to be provided by the Service Provider to each Network Operator described or referred to in this Agreement;

**Supply Point Administration System** means the IT System which manages the transfer of ownership and related processes; and provides update(s) to the Supply Point Register (sites and Meters);

**TeAR** means the asset repository containing details of all gas service connections to the network operated by any Network Operator;

**Telecommunications** means a service which supplies connectivity for devices and for users operating remotely from the data centres;

**Term** means the period from the Commencement Date until five (5) years thereafter and all Extension Periods;

**Termination Date** means the date on which this Agreement expires or any notice given pursuant to Clause 22 expires;

**Termination Payment** means a payment to be made by a Network Operator upon termination of this Agreement as agreed in the Handover Plan;

**Third Party Contract** means a contract between the Service Provider and a third party relating to the provision of Services to a Network Operator;

**Transco Asset Portfolio** means a report detailing all large meters and information to support change of supplier;

**Transferred IP** means all IPR transferred to the Service Provider by Transco plc on or before the Commencement Date;

**Transferred IP Enhancements** means all IPR in any additions, developments and enhancements to the Transferred IP created by or on behalf of the Service Provider in the performance of this Agreement;

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 1981;

**UK Link Implementation Plan** means the plan detailing agreed changes to the UK Link System and their corresponding implementation date;

**UK Link Network Audit Trail** means a record of UK Link Communications transmitted and received;

**UK Link System User** means a User, UK Link User or Network Operator which has access to and use of UK Link;

**Uniform Network Code** or **UNC** means the uniform network code prepared by the Network Operators pursuant to Standard Special Condition [A11(6)] of their respective GT Licences and incorporated into the network code of each Network Operator prepared in accordance with Standard Special Condition [A11(3)] of each Network Operator's GT Licence;

**Uniform Network Code Standards of Service** means the standards of service and associated liabilities described in the Uniform Network Code;

**Unique Sites** means a category of VLDMC, a Shared Supply Meter Point and/or a DM Connected System Exit Point which, due to the nature and size of the Supply Meter Point is recorded and operated within the Service Provider's offline system (not the S&M Database);

**User** means a person other than a Network Operator which is for the time being bound by the network code of a Network Operator prepared in accordance with Standard Special Condition [A11(3)] of that Network Operator's GT Licence;

**Year** means the twelve (12) month period from the Commencement Date to the anniversary of the Commencement Date and each subsequent twelve (12) month period during the Term commencing on the anniversary of the Commencement Date.

## 1.2 Interpretation

In interpreting this Agreement:

- (a) Headings are for ease of reference only and shall not affect the construction of this Agreement;
- (b) Words importing one gender include any other and words in the singular include the plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);
- (c) Where reference is made to a statutory provision, this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it;



- (d) Unless otherwise stated, a reference to a Clause is to a clause of this Agreement; to a Schedule is to a schedule of this Agreement; to an Annex is to an annex to a Schedule; and to a paragraph is to a paragraph of a Schedule or an Annex;
- (e) Where there is a conflict between the main body of this Agreement and any of its Annexes or Schedules, the provisions of the main body shall prevail. In the event of a conflict between the provisions of an Annex and a Schedule, the provisions of the Schedule in question shall prevail. In the event of a conflict between Schedule 2 and any other Schedules, the provisions of Schedule 2 shall prevail. In the event of a conflict between an Annex and the main body of the Schedule, the provisions of the main body of the Schedule shall prevail;
- (f) Any capitalised term used in this Agreement and not defined in this Schedule 1 shall have the meaning given to it in, and shall be interpreted in accordance with, the Uniform Network Code. Except in respect of paragraph 1.2(g) of this Schedule 1, where there is a conflict between any capitalised terms defined in the Uniform Network Code and any capitalised terms defined in this Schedule 1, the definition in this Schedule 1 shall prevail;
- (g) For the purposes of Schedules 2, 4 and 8, the expression "Business Day" shall have the meaning given to it in the Uniform Network Code;
- (h) Any reference to a "TPD Section" or "GT Section" means a reference to a section respectively of the Transportation Principal Document part or the General Terms part of the Uniform Network Code.

### 1.3 Transco plc

For the purposes of this Agreement, Transco plc shall be considered to be a separate Network Operator:

- (a) in its capacity as operator of (and licensee under a GT Licence in respect of) the National Transmission System (in which capacity Transco plc is referred to as **UK Transmission**); and
- (b) in its capacity as operator of (and licensee under a GT Licence in respect of) one or more Distribution Networks (in which capacity Transco plc is a Distribution Network Operator).

## Schedule 2 – Service Requirements

### 1. Introduction

1.1 In this Schedule 2 in respect of each Service Requirement:

- (a) **Service Description** is a description of a number of related Service Requirements;
- (b) **Service Requirement Description** is a description of a service to be provided by the Service Provider to each Network Operator;
- (c) **Service Requirement Trigger** identifies or describes the event, the occurrence of which, gives rise to the requirement that the Service Provider provides the Service Requirement;
- (d) **Service Requirement Output** is the service which the Service Provider must provide following the occurrence of the Service Requirement Trigger;
- (e) **Time for Delivery of Service Requirement** is the time by which the Service Provider must provide the Service Requirement Output;
- (f) **How Service Requirement is Delivered** identifies the systems Service Provider software or describes the means by which the Service Requirement Output is delivered; and
- (g) **Corresponding Requirement** identifies, where appropriate, the obligation in the GT Licence or Uniform Network Code in respect of which the Service Requirement relates.

1.2 Nothing in this Schedule 2 shall be construed as giving rise to any additional obligation, or varying any existing obligation, as between a Network Operator and Users in respect of the subject matter of the Uniform Network Code as contained therein.

### 2. Interpretation

2.1 In respect of a Service Requirement:

- (a) the Service Requirement Trigger will only be deemed to have occurred where, if the trigger is:
  - (i) the receipt of or the submission of a UK Link Communication, where the UK Link Communication is given or submitted in the form specified in, and is otherwise in accordance with the requirements of, the UK Link Manual;
  - (ii) the receipt of or the submission of a Conventional Notice, where the Conventional Notice is given or submitted in the form specified in, and is otherwise in accordance with the requirements of, the Uniform Network Code;
  - (iii) the receipt of or the submission of any other notice where the notice is given or submitted in the form specified, and is otherwise in accordance with Schedule 8;
  - (iv) a particular time during a day or a particular day during a month, the falling of the particular time or day and otherwise in accordance with this Agreement;
  - (v) the taking of a particular step under the Uniform Network Code, a Network Operator or User has taken such step in accordance with and pursuant to the Uniform Network Code;
- (b) the time at which the Service Requirement Trigger will be deemed to have occurred for the purposes of this Agreement shall be same time at which the UK Link Communication, the Conventional Notice or other notice or step is deemed to have been received or taken in accordance with the UK Link Manual, the Uniform Network Code and this Agreement.

- 2.2 Where in relation to a Service Requirement the Time for Delivery of Service Requirement is expressed as being:
- (i) within a specified number of Business Days following the Service Requirement Trigger, the first of such Business Days shall be the Business Day following the Day on which the Service Requirement Trigger is deemed to have occurred;
  - (ii) within a specified number of hours following the Service Requirement Trigger, the number of hours shall be calculated from the hour bar next falling following the time at which the Service Requirement Trigger is deemed to have occurred.
- 2.3 In respect of a Service Requirement Output the How Service Requirement Delivered shall be treated as including a requirement that where the means of delivery is expressed as being by:
- (i) UK Link Communication, the UK Link Communication be given in the form specified in, and be otherwise in accordance with, the UK Link Manual;
  - (ii) Conventional Notice, the Conventional Notice be given in the form specified in the UK Link Manual, and be otherwise in accordance with, the Uniform Network Code; and
  - (iii) ConQuest, in accordance with the protocol defined in the Standards of Service Query Management Operational Guidelines.
- 2.4 Where in relation to a Service Requirement the How Service Requirement Delivered is expressed as being by UK Link Communication where the relevant Supply Point is a Unique Site the How Service Requirement Delivered shall instead be by way of Conventional Notice or email.
- 2.5 For the avoidance of doubt, the Corresponding Requirement is set out in this Schedule 2 for information purposes only.
- 2.6 Where a Network Operator has notified the Service Provider of the appointment of a User Agent (in accordance with paragraph 8 of Schedule 8) the Service Provider shall send such Code Communications and deliver such Service Requirement Outputs as are consistent with the terms of the User Agent's appointment to the User Agent (and not the User), and references in this Schedule 2 to the User shall be deemed to be references to the User Agent.
- 2.7 Where paragraph 2.6 applies and a Network Operator notifies the Service Provider that:
- (a) the User has revised the terms of appointment for the User Agent, it shall continue to apply consistent with the terms of appointment as revised from the date such revisions are to have effect; and
  - (b) the User has terminated the appointment of the User Agent, it shall cease to apply from the date such termination is to have effect.
- 2.8 Where a User notifies a Network Operator that it wishes to receive Code Communications for the purposes of TPD Sections G1.3 by Conventional Notice the Service Provider shall deliver all relevant Service Requirement Outputs by way of Conventional Notice.

### **3. Uniform Network Code processes and calculations**

- 3.1 Where in relation to a Service Requirement the Service Provider must, in order to be able to provide the Service Requirement Output, process data and perform calculations in accordance with the relevant provisions of the Uniform Network Code (including the UK Link Manual and the Energy Balancing Credit Rules) the Service Provider shall perform such processes and calculations in accordance with the relevant provisions of the Uniform Network Code (including the UK Link Manual and the Energy Balancing Credit Rules) and the Service Requirement Output shall be treated as including a requirement that the Service Provider shall be responsible for processing such data and performing such calculations.
- 3.2 For the avoidance of doubt, in relation to the relevant Service Requirements, the Service Provider shall perform each and all of the processes and calculations (including the calculation of relevant quantities and of relevant charges) set out in the Uniform Network Code, including, without limitation, those calculations set out in TPD Sections D, E, F, M, S and X.

### **4. Agent**

In relation to the Services in Part 3 of this Schedule 2 and in respect of the exercise by a Network Operator of the rights referred to in TPD Sections U2.7.1, U2.7.2 and U3.5.2 of the Uniform Network Code and, if agreed between the Service Provider and the Network Operators' Representative, in respect of any other rights under the Uniform Network Code, each Network Operator hereby appoints the Service Provider as its agent for the purposes only of the exercise of such rights.

**PART 1: PROVISION OF SERVICES IN RELATION TO OBLIGATIONS UNDER UNIFORM NETWORK CODE**

**PART 1A: PROVIDE AND MAINTAIN A SUPPLY POINT REGISTER**

**SERVICE LINE - MANAGE SUPPLY POINT REGISTRATION**

**Service Description** The maintenance of a Supply Point Register for a Network Operator containing information in relation to all Supply Points, Supply Meter Points and Supply Point Premises connected to a Network Operator's pipe-line system and the updating thereof, following the receipt of relevant information from Users, receiving Supply Point Nominations, submitting Supply Point Offers, accepting Supply Point Confirmations, considering Supply Point Objections and receiving Isolation requests in all cases for the purposes of facilitating the transfer of Supply Points between Users

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Maintain a Supply Point Register in respect of all Supply Meter Points, Supply Points and Supply Point Premises recording the information specified in TPD Section G1.9.2	A change to, or requirement to record for the first time, the information specified in TPD Section G1.9.2, in either case by reason of the operation of the Uniform Network Code	Update or record relevant information in the Supply Point Register in respect of relevant Supply Meter Points, Supply Points and Supply Point Premises	Unless otherwise provided for in this Schedule 2, within two (2) Business Days of requirement to change or record details in the Supply Point Register	Electronic update to Supply Point Register	TPD Sections G1.9, G7.3.1 and G7.3.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
2.	Respond to Supply Point Enquiry	Receipt of Supply Point Enquiry from a User in accordance with TPD Section G1.17.3	Send Enquiring User a response in relation to the relevant Supply Point in accordance with TPD Section G1.17.6 or reject enquiry and send Enquiring User details of reason for rejection of the Supply Point Enquiry	Within two (2) Business Days of receipt of the Supply Point Enquiry	UK Link Communication	TPD Section G1.17
3.	Respond to Supply Point Nomination	Receipt of Supply Point Nomination from a Proposing User in accordance with TPD Section G2.3.1 and G2.3.2	Send Proposing User a Supply Point Offer in relation to the relevant Supply Point in accordance with TPD Section G2.4, reject the Supply Point Nomination in accordance with TPD Section G2.3.6 and send User details of the reasons for rejection or send User and relevant Network Operator a referral notice	Within two (2) Business Days of receipt of the Supply Point Nomination	UK Link Communication	TPD Section G2.3.4(a)
4.	Submission of Supply Point Offer following submission of referral notice to a Network Operator	Receipt of response from a Network Operator following a receipt of a Supply Point Nomination that has been referred to the Network Operator	Send User a Supply Point Offer in relation to the relevant Supply Point in accordance with TPD Section G2.4 or reject the Supply Point Nomination and send the User details of the reasons for rejection of the Supply Point Nomination	Within two (2) Business Days of receipt of a response to the referral from the Network Operator	UK Link Communication	TPD Sections G2.3.4 (b) and G2.3.8
5.	Notification of change to prevailing Supply Point Capacity or	Receipt of notification by the Service Provider of the occurrence of the circumstances referred to in	Send Proposing User notice that Supply Point Offer has lapsed	Within two (2) Business Days of the	UK Link Communication	TPD Section G2.4.5 (a)

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Bottom-Stop Supply Point Capacity prior to Supply Point Confirmation	TPD Section G2.4.5 (a)(i) or (ii) at any time prior to the submission of a Supply Point Confirmation by the Proposing User		receipt of a notice from the Network Operator		
6.	Notification of application of TPD Section G2.7.3	Receipt of notice from relevant Network Operator in relation to a Proposed Supply Point including a DM Supply Point Component of the occurrence of the circumstances referred to in TPD Section G2.4.5 (b) at any time prior to submission of Supply Point Confirmation by the Proposing User	Send Proposing User notice of change to prevailing Supply Point Capacity and application of TPD Section G2.7.3 in relation to the Supply Point	Within two (2) Business Days of the receipt of information of occurrence of circumstances in TPD Section G2.4.5 (b)	UK Link Communication	TPD Section G2.4.5(b)
7.	Notification of revision to Annual Quantity or End User Category	A change in the Annual Quantity or End User Category in relation to a Proposed Supply Point including a NDM Supply Point Component of the occurrence of the circumstances referred to in TPD Section G2.4.7(a) during the period a Supply Point Offer remains valid	Send Proposing User notice of change to Annual Quantity or End User Category in relation to the relevant Supply Point	Within two (2) Business Days of the change of the Annual Quantity or End User Category	UK Link Communication	TPD Section G2.4.7
8.	Respond to Supply Point Confirmations	Receipt of Supply Point Confirmation from a Proposing User in accordance with TPD Sections G1.7 (where the Proposed Supply Point includes a Shared	Send Proposing User notice acknowledging receipt of Supply Point Confirmation in relation to the relevant Supply Point (together with the logical Meter	Within two (2) Business Days of receipt of the Supply Point	UK Link Communication	TPD Sections G1.7.12, G2.5.11 and G2.6.3

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
		Supply Meter Point) G2.5.1, 2.5.8, 2.6.1 and 2.7.1	number) or rejecting Supply Point Confirmation and details of reasons for rejection of Supply Point Confirmation	Confirmation		
9.	Notice of change to prevailing Supply Point Capacity or Bottom-stop Supply Point Capacity prior to Supply Point Registration Date	Receipt of notification by the Service Provider of the occurrence of a ratchet in relation to a Proposed Supply Point (which includes a DM Supply Point Component) in the circumstances referred to in TPD Section G2.7.4(a)(i) or (ii) at any time after submission of a Supply Point Confirmation by the Proposing User but prior to the Supply Point Registration Date	Send Proposing User notice of increased Confirmed Supply Point Capacity in relation to the Supply Point	Not later than the fifth (5th) Business Day following the Supply Point Registration Date	UK Link Communication	TPD Section G2.7.5
10.	Notification to existing User of receipt of Supply Point Confirmation	Receipt of Supply Point Confirmation from a Proposing User which is not rejected in relation to a Supply Point in respect of which a Supply Point Withdrawal has not been submitted in accordance with TPD Section G2.8.1	Send existing User notice of submission of a Supply Point Confirmation in relation to the relevant Supply Point and the Proposed Supply Point Registration Date	Within two (2) Business Days of receipt of the Supply Point Confirmation	UK Link Communication	TPD Section G2.8.1(a)
11.	Respond to Proposing User following Supply Point Objection	Receipt of Supply Point Objection from the Registered User in accordance with TPD Section G2.8.3	Send notice to Proposing User of objection in relation to the relevant Supply Point and where objecting User is required to declare its identity, notify the Proposing User of the identity of	Within two (2) Business Days of receipt of Supply Point	UK Link Communication	TPD Section G2.8.3(b), (c) and (e)



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
			the objecting User; and where the objection was raised at the request of the Consumer and the reasons for the objection have been provided, notify such reasons to the Proposing User	Objection		
12.	Respond to objecting User following receipt of Supply Point Objection	Receipt of Supply Point Objection from the Registered User in accordance with TPD Section G2.8.3	Send notice to objecting User of acceptance or rejection of Supply Point Objection	Within two (2) Business Days of receipt of Supply Point Objection	UK Link Communication	TPD Section G2.8.3
13.	Notification of Supply Point Objection not withdrawn	Receipt of Supply Point Objection from an objecting User which is not withdrawn by the objecting User by the earlier of the 7th Business Day following the Day on which the Supply Point Objection was received or the Objection Deadline	Send Proposing User notice of lapse of Supply Point Confirmation in relation to the relevant Supply Point	By not later than the fifth (5th) Business Day before the Proposed Supply Point Registration Date	UK Link Communication	TPD Section G2.8.6
14.	Notification to Proposing User of effectiveness of Supply Point Confirmation	Receipt of Supply Point Confirmation from a Proposing User where the Proposed Supply Point has been withdrawn by the existing User	Send Proposing User notice of Supply Point Confirmation in being effective in relation to the relevant Supply Point and the information in relation to the Supply Point to be included in the Supply Point Register	By not later than the fifth (5th) Business Day before the Proposed Supply Point Registration	UK Link Communication	TPD Sections G2.8.8(a) and G2.9.1

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Date		
15.	Notification to existing User of effectiveness of Supply Point Confirmation	Passing of Objection Deadline	Send existing User notice of effectiveness of Supply Point Confirmation in relation to the relevant Supply Point and details of the identity of the gas supplier	By not later than the fifth (5th) Business Day before the Proposed Supply Point Registration Date	UK Link Communication	TPD Section G2.8.8(b)
16.	Notification of Withdrawing Supply Meter Point	Submission of Supply Point Withdrawal notice in relation to a Supply Meter Point not comprised in a Proposed Supply Point in respect of which a Supply Point confirmation is effective	Make available to all Users details of relevant Supply Meter Point which is or will be Isolated	Within two (2) Business Days of acceptance of the Withdrawal Notice	UK Link Communication	TPD Section G3.1.4
17.	Respond to Supply Point Withdrawal notice	Receipt of Supply Point Withdrawal notice from a Withdrawing User in accordance with TPD Section G3.1.2	Send Withdrawing User notice of acceptance or rejection of Supply Point Withdrawal notice in relation to the relevant Supply Point and where rejected the reason for rejection of the Supply Point Withdrawal notice	Within two (2) Business Days of acceptance of the Withdrawal Notice	UK Link Communication	TPD Sections G3.1 and G3.2
18.	Notification that Withdrawing Supply Meter Point comprised	Receipt of Supply Meter Point Withdrawal notice from a Withdrawing User for a Supply	Send Withdrawing User notice that Withdrawing Supply Meter Point comprised in a Supply Point	Within two (2) Business Days of the	UK Link Communication	TPD Section G3.1.5

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	in a Proposed Supply Point for which the Supply Point Confirmation is effective	Meter Point which is comprised in a Proposed Supply Point for which the Supply Point Confirmation is effective	Confirmation which is effective	Supply Point Confirmation becoming effective		
19.	Notification of Supply Point Withdrawal comprising Shared Supply Meter Points	Receipt of Supply Point Withdrawal notice from a Withdrawing User for a Supply Point which comprises a Shared Supply Meter Point	Send other Sharing Registered User(s) notice of receipt of Supply Point Withdrawal notice for a Supply Point which comprises the Shared Supply Meter Point	Within two (2) Business Days of the receipt of the Supply Point Withdrawal Notice	Email	TPD Section G3.1.6
20.	Notification of Opening Meter Read for NDM Supply Meter Point	In relation to a NDM Supply Meter Point a Supply Point Withdrawal is effective in accordance with TPD Section G3.3.1 and a Proposing User provides the Service Provider with an Opening Meter Reading in accordance with TPD Section M3.8	Send Withdrawing User notice of Opening Meter Reading and whether or not the Opening Meter Reading passed validation in accordance with TPD Section M3.3.8	Within five (5) Business Days of the Day on which the Opening Meter Reading was received	UK Link Communication	TPD Section G3.3.1
21.	Respond to Shared Supply Meter Point Notification	Receipt of Shared Supply Meter Point Notification from proposed Sharing Registered Users in accordance with TPD Section G1.7.11	Send proposing Sharing Registered Users notice of acceptance or rejection of the Shared Supply Meter Point Notification and where rejected the reason for rejection of the Shared Supply Meter Point	Within two (2) Business Days of receipt of the Shared Supply Point	Conventional Notice	TPD Section G1.7.11

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
			Notification	Notification		
22.	Respond to request to cancel a Supply Point Confirmation	Receipt of request from Proposing User to cancel Supply Point Confirmation	Send Proposing User notice of acceptance or rejection of request for cancellation of Supply Point Confirmation and send Registered User notice of cancellation of Supply Point Confirmation	Within two (2) Business Days of receipt of request	UK Link Communication	TPD Sections G2.6.4 and G2.8.1
23.	Respond to request to withdraw a Supply Point Objection	Receipt of request from objecting User to withdraw Supply Point Objection prior to the 7 <sup>th</sup> Business Day after the Supply Point Objection was made or, if earlier, the Objection Deadline	Send objecting User notice of acceptance or rejection of request for withdrawal of Supply Point Objection and send notice to Proposing User where Supply Point Objection withdrawn	Within two (2) Business Days of receipt of request	UK Link Communication	TPD Section G2.8.5
24.	Submission of Meter Information to Proposing User	Supply Point Confirmation is effective	Send Proposing User Meter Information	By the sixth (6th) Business Day prior to the effectiveness of the Supply Point Confirmation	UK Link Communication	TPD Section M3.2.2

<b>SERVICE LINE - PROVIDE QUERY MANAGEMENT</b>
<b>Service Description</b> Provide a query management service in relation to User queries regarding Standards of Service in accordance with Uniform Network Code, User queries regarding other services in the Uniform Network Code and in relation to other matters where agreed between a User and a Network Operator

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
25.	Standards of Service query management	Receipt of a Standard of Service Query	Record, investigate and resolve Query in accordance with the Standard of Services Query Management Operational Guidelines	In accordance with the requirements of TPD Section S4.7 and the Standard of Services Query Management Operational Guidelines	ConQuest	TPD Sections S4.7 and chapter 5 of the Standard of Services Query Management Operational Guidelines
26.	Non Standards of Service query management	Receipt from a User of a query in respect of a matter not subject to a Standard of Service	Record, investigate and resolve query	As soon as reasonably practicable following receipt of the query	ConQuest	TPD Section G1.9.8

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
27.	Network Operator Queries	Receipt from Network Operator of a query in respect of data held on the Supply Point Register	Record, investigate and resolve the query	As soon as reasonably practicable following receipt of the query	ConQuest	TPD Section G1.9.8
28.	Project query services	Receipt from a User of a project query following agreement between the User, and the Service Provider to undertake project query services	Record, investigate and resolve the query	By such time as the Service Provider and the User have agreed	ConQuest or by such other means as the Service Provider and the User have agreed	TPD Sections G1.9.8 and S4.7
29.	GRE Invoice Query service	Receipt from a User of a valid GRE query	Record, investigate and resolve query and in accordance with GRE Invoice Query Incentive Scheme Methodology and submit, if appropriate, an Adjustment Invoice	In accordance with the Invoice Query Incentive Scheme Methodology	ConQuest and UK Link Communication	TPD Section S4.7
30.	Monitor investigation and resolution of User Suppressed Reconciliation Values and calculate financial incentives for non-compliance with performance targets	End of the User Suppressed Reconciliation Value(s) month	Send relevant User an Invoice Document containing the amount due for User Suppressed Reconciliation amount(s) in accordance E8.3	As soon as reasonably practicable following the end of the User Suppressed Reconciliation Value month	UK Link Communication	TPD Sections E8.3

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
31	Calculate financial incentive credits for Smaller Supply Points	End of calendar quarter and notification from Network Operator of collection of User Suppressed Reconciliation Value(s) incentive charges	Send relevant User an Invoice Document containing amount receivable for User Suppressed Reconciliation amount(s) in accordance with E8.3	As soon as reasonably practicable following end of calendar quarter and receipt of notification from all Network Operators	UK Link Communication	TPD Section E8.3
32.	Suppressed Reconciliation notification service	Identification of User Suppressed Reconciliation Value	Send relevant User notice of User Suppressed Reconciliation Value(s) determined in accordance with the Uniform Network Code Reconciliation Suppression Guidelines	For all NDM Reconciliation Charges for a particular Billing Period, send User Suppressed Reconciliation Values to Users by the twentieth (20 <sup>th</sup> ) Day of the calendar month following the Billing Period	ConQuest	TPD Section E8
33.	Suppressed Reconciliation Values	Investigation of Suppressed Reconciliation Value as a result of Must Reads and DM Reads	Send relevant User an Invoice Document containing Suppressed Reconciliation amount(s)	By not later than two (2) months after the relevant Reconciliation Billing Period	UK Link Communication	TPD Sections E8.1 and E8.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
34.	Meter works for Special Metering Supply Point	Request for meter works in respect of Special Metering Supply Point	Notify Network Operator of meter works request	As soon as reasonably practicable following receipt of request	Electronic update to Service Provider systems	None
35.	Meter works completion notice for Special Metering Supply Point	Receipt of a meter works completion notice from a Network Operator in respect of Special Metering Supply Point	Record meter works completion information on relevant systems	As soon as reasonably practicable following receipt of completion	Electronic update to Service Provider systems	None



**RECORD/SUBMIT DATA IN COMPLIANCE WITH UNIFORM NETWORK CODE**

**Service Description** The receipt, acknowledgement, logging and processing of all data provided by a User where such data must be recorded in a Supply Point Register

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
36.	The receipt, acknowledgement and processing of all data provided by a User where such data must be recorded in a Supply Point Register	Receipt of data from a User which must be recorded in the Supply Point Register	Update or record data in the Supply Point Register in compliance with the requirements of TPD Section G, TPD Section M, Standard Special Condition [A31] and in accordance with the UK Link Manual	Within two (2) Business Days of requirement to change or record data in the Supply Point Register	UK Link Communication	TPD Sections G and M and Standard Special Condition [A31]

**PART 1B: RECORDING AND CALCULATING TRANSPORTATION VOLUMES**

**SERVICE LINE - METERED VOLUME AND METERED QUANTITY**

**Service Description** In relation to NDM Supply Meters and DM Supply Meters the validation of certain Meter Readings, the calculation of the Metered Volume and Metered Quantity following receipt of a valid Meter Reading and the submission of valid Meter Readings for Performance Relevant Supply Meters to Users

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Validate Opening Meter Readings for NDM Supply Meters and validate all Meter Readings for DM Supply Meters (including all Primary Supply Meters and Sub-deduct Supply Meters)	Receipt of Opening Meter Reading from a User for a NDM Supply Meter and receipt of Meter Reading from a Network Operator or its Meter Reading Agent for a DM Supply Meter (or Primary Supply Meter or Sub-deduct Supply Meter)	Validate Meter Reading in accordance with Uniform Network Code Validation Rules	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with TPD Section S	Application of Uniform Network Code Validation Rules	TPD Section M1.5.1, M3.3.8 and M4.2.2
2.	Generation of notional Opening Meter Reading	The Service Provider is not in receipt of an Opening Meter Reading within ten (10) Business Days of the Supply Point Registration Date	Service Provider determines notional Opening Meter Reading and sends reading to the relevant Users	No later than fifteen (15) Business Days after the Supply Point Registration	UK Link Communication	TPD Section M3.8.5

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Date		
3.	Amend notional Opening Meter Read where the Registered User does not agree with reading	Receipt of a request for a User agreed read amendment	Amend the notional Opening Meter Read	As soon as reasonably practicable	Electronic update of sites and Meters database and Conventional Notice, email or file transfer to Users	None
4.	In relation to NDM Supply Meters the calculation of the Metered Volume and the Metered Quantity	Receipt of a valid Meter Reading for a NDM Supply Meter in accordance with the requirements of TPD Sections M3.3.1 and M3.3.4 or M3.3.6	Calculation of the Metered Volume and the Metered Quantity for the relevant NDM Supply Meter	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with TPD Section S	Electronic update of S&M Database	TPD Sections M3.10.1
5.	In relation to NDM Supply Meters maintain a record of valid Meter Readings for no longer than 5 years	Receipt of valid Meter Reading in accordance with TPD Sections M3.3.1 and M3.3.4 or M3.3.6	Record and maintain the valid Meter Reading	Update record of valid Meter Readings as soon as reasonably practicable	Update record of valid Meter Readings	TPD Section M3.10.2
6.	In relation to DM Supply Meters the calculation of the Metered Volume and the	Receipt of valid Meter Reading in relation to a DM Supply Meter in accordance with TPD Sections M4.2.3	Calculation of the Metered Volume and the Metered Quantity for the relevant DM Supply Meter	By such time as is required to enable the Service Provider to submit Invoice	Electronic update to Service Provider systems	TPD Section M4.3

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Metered Quantity			Documents in accordance with this Schedule 2		
7.	Calculation of Failed Daily Read Reconciliation Volume	Restoration of operation of Daily Read Equipment following Failed Daily Read Day	Calculate Failed Daily Read Reconciliation Volume for the Failed Daily Read Day	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with this Schedule 2	UK Link Communication	TPD Section M4.4.4
8.	Calculation of DM Check Reconciliation Volume	Where a DM Check Read Metered Quantity differs from the Metered Quantity previously determined under TPD Section M4	Calculate DM Check Reconciliation Volume	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with this Schedule 2	UK Link Communication	TPD Section M4.7.4
9.	Calculation of Network Operator volume estimate	Receipt of Daily Read Error Notice from User and notification that Network Operator is of opinion Daily Read Equipment not functioning correctly	Calculate Network Operator volume estimate	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with	UK Link Communication	TPD Section M4.8.3(b)(ii)

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				this Schedule 2		
10.	Calculation of Error Revised Quantity	Agreement between the User and the Service Provider on estimated metered consumption	Calculate Error Revised Quantity	By such time as is required to enable the Service Provider to submit Invoice Documents in accordance with this Schedule 2	UK Link Communication	TPD Section M4.8.10
11.	Submission of valid Meter Readings for Performance Relevant Supply Meters to Users	Receipt of valid Meter Reading for a Performance Relevant Supply Meter	Send User the valid Meter Reading	By 11:00 hours on the Business Day following the Day to which the Meter Reading relates	UK Link Communication	TPD Section M5.2.1
12.	Submission of valid Meter Readings for Primary Supply Meter and for Sub-deduct Supply Meter	Receipt of valid Meter Reading for a Primary Supply Meter or a Sub-deduct Supply Meter	Send User the valid Meter Reading	As soon as reasonably practicable following receipt of valid Meter Reading	UK Link Communication	TPD Section G1.8.4
13.	Re-establishment of Supply Meter Point	Receipt of notification from a Network Operator that gas is capable of being offtaken at a former Supply Meter Point following Isolation	Re-establish in the Supply Point Register the Supply Meter Point with a Registered User	As soon as reasonably practicable	UK Link Communication and Conventional	TPD Section G3.7

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
					Notice	
14.	Calculation of financial adjustments relating to re-establishment of Supply Meter Point	Receipt of notification from a Network Operator that gas is capable of being offtaken at a former Supply Meter Point following Isolation	Inform the Registered User of the re-establishment of the Supply Meter Point in the Supply Point Register and submit an Adjustment Invoice in respect of the charges payable by the Registered User or a former Registered User	As soon as reasonably practicable	UK Link Communication and Conventional Notice	TPD Section G3.7

**SERVICE LINE - ANNUAL QUANTITY, DM SUPPLY POINT CAPACITY AND OFFTAKE RATE REVIEWS**

**Service Description** In respect of each Supply Meter Point the determination and notification prior to the start of a Gas Year of the Annual Quantity for the Gas Year, responding to User queries and appeals regarding the Annual Quantity, responding to Capacity Revision Applications from Users and responding to applications from Users for a new or revised Supply Point Capacity or Supply Point Offtake Rate

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
15.	Determination of Provisional Annual Quantity for each Supply Meter Point for the relevant Gas Year	Requirement to notify a User of Provisional Annual Quantity by 31 May in Preceding Year	Provisional Annual Quantity determined in accordance with TPD Section G1.6.2	For Smaller Supply Points by 31 May, and for Larger Supply Points by 30 June, in the Preceding Year	Electronic update of Service Provider systems	TPD Section G1.6.2
16.	Notification to Users of Provisional Annual Quantity for each Supply Meter Point for the relevant Gas Year	Requirement to notify a User of Provisional Annual Quantity for Supply Meter Point by 31 May or 30 June in Preceding Year	Send Registered User notice of Provisional Annual Quantity, relevant Supply Point Meter Reference Number and, where available, the Meter Readings used to determine the Provisional Annual Quantity	For Smaller Supply Points by 31 May and for Larger Supply Points by 30 June in the Preceding Year	UK Link Communication	TPD Section G1.6.3
17.	Respond to notification of User Provisional	Receipt of notice from a User of proposed User Provisional Annual Quantity in accordance with TPD	Send User notice accepting or rejecting proposed User Provisional Annual Quantity	Within fifteen (15) Business Days of	UK Link Communication	TPD Section G1.6.6

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Annual Quantity	Sections G1.6.4 and G1.6.5		receipt of notice from the User		
18.	Notification to Users of Annual Quantity and applicable End User Category for each Supply Meter Point (and notification of Bottom-Stop Supply Point Capacity for DM Supply Point Components) for each Gas Year	Requirement to notify a User of Annual Quantity and applicable End User Category by 14 September in Preceding Year	Send Registered User notice of Annual Quantity and applicable End User Category for relevant Supply Meter Point	By 14 September in the Preceding Year	UK Link Communication	TPD Sections G1.6.12 and G5.2.3
19.	Respond to an Annual Quantity appeal	Receipt of notice from a User of Annual Quantity appeal in accordance with TPD Sections G1.6.13	Send User notice approving or rejecting appeal and where appeal approved substitute appealed Annual Quantity for relevant Supply Meter Point for that previously notified pursuant to TPD Section G1.6.12	Within fifteen (15) Business Days of receipt of notice from the User	UK Link Communication	TPD Sections G1.6.13(d) and G1.6.14
20.	Respond to election in respect of Condition [22] premises	Receipt of notice from a User of election in accordance with TPD Section G1.6.16	Send Registered User notice confirming that relevant Supply Meter Point is a Larger Supply Meter Point and notice of revised Annual Quantity	Within fifteen (15) Business Days of receipt of notice from the User	UK Link Communication	TPD Section G1.6.17



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
21.	Respond to a Capacity Revision Application or application for revised Supply Point Capacity by reason of behaviour or existing User	Receipt of Capacity Revision Application from a User submitted in accordance with TPD Section G5.1.4 or receipt of an application from a Proposing User in accordance with TPD Section G5.2.6	Send User notice approving or rejecting Capacity Revision Application and where application approved send User notice of revised Supply Point Capacity or send User and relevant Network Operator a referral notice	Where a capacity reduction is required, within five (5) Business Days of receipt of application from the User; or where a capacity increase is required, within twenty one (21) Business Days of receipt of application from the User	UK Link Communication	TPD Sections G5.1.7, G5.1.8, G5.2.6 and G5.2.7
22.	Respond to a Capacity Revision Application following submission of referral notice to a Network Operator	Receipt of response from a Network Operator following receipt of Capacity Revision Application that has been referred to the Network Operator	Send User notice approving or rejecting Capacity Revision Application and where application approved send User notice of revised Supply Point Capacity	Within two (2) Business Days of receipt of response to the referral from the Network Operator	UK Link Communication	TPD Sections G5.1.7, G5.1.8, G5.2.6 and G5.2.7
23.	Respond to an application for a new or	Receipt of application for a new or revised Supply Point Offtake Rate	Send User notice approving or rejecting application and	Within two (2) Business Days	UK Link Communication	TPD Section

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	revised Supply Point Offtake Rate	from a User in accordance with G5.3.2	where application approved sending User notice of the Supply Point Capacity	of receipt of application from the User		G5.3.2
24.	Notification of ratcheted Supply Point Capacity	Occurrence of Supply Point ratchet in relation to a Firm DM Supply Point Component in accordance with TPD Section B4.7.1	Send Registered User notice of ratcheted Supply Point Capacity	As soon as reasonably practicable following assessment in accordance with TPD Section G5.5.5(b)	UK Link Communication	TPD Section G5.5.5
25.	Determination of Bottom-Stop Supply Point Capacity for a DM Supply Point Component	Start of Gas Year	Calculate Bottom-Stop Supply Point Capacity	By not later than start of relevant Gas Year	Electronic update to Service Provider systems	TPD Section G5.2.3
26.	Notification of change in Annual Quantity of Supply Meter Point and application of Daily Read Requirement	Annual Quantity of Supply Meter Point changes and Daily Read Requirement applies	Notify Network Operator and Registered User of application of Daily Read Requirement	As soon as reasonably practicable following application of Daily Read Requirement	Conventional Notice or email	TPD Section G1.5

**PART 1C: PROVISION OF TRANSPORTATION AND BALANCING INVOICES**

**SERVICE LINE - NTS CAPACITY, LDZ CAPACITY, COMMODITY, RECONCILIATION, AD-HOC ADJUSTMENT AND BALANCING INVOICES**

**Service Description** The calculation and submission to Users of complete and accurate Invoice Documents and supporting data in respect of each Billing Period in accordance with the timetable notified to Users for submission of Invoice Documents

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Notification of expected dates for submission of scheduled Invoice Documents	Start of a calendar year	Send Users expected dates for submission of scheduled Invoice Documents for each Billing Period in the relevant calendar year	By start of the relevant calendar year	Conventional notice or email	TPD Section S1.4.2
2.	Submission of scheduled Invoice Documents for each Invoice Type following the end of each Billing Period	The end of the relevant Billing Period	Send Users an Invoice Document for each applicable Invoice Type for the Billing Period	On the relevant Business Day following the relevant Billing Period, as established in accordance with TPD Section S1.4.2, in the case of an Ad-Hoc Invoice in accordance with	UK Link Communication	TPD Sections S1.1.2, S1.2.1, S1.2.2, S1.4.1 and S1.4.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				TPD Sections S2.4.4 and S2.4.6 and in the case of Ad-Hoc Invoices, Adjustment Invoices and Interest Invoices in accordance with TPD Section S2.5.2		
3.	Submission of Ad-Hoc Invoices	Request to submit Ad-Hoc Invoice	Send Users Ad-Hoc Invoice	As soon as reasonably practicable following receipt of request	UK Link or Conventional Notice	TPD Sections S2.4.2
4.	Submission of supporting data for Invoice Documents	Submission of an Invoice Document or occurrence of due date for submission of supporting data	Send Users complete and accurate supporting data as specified in the UK Link Manual	On the date of submission of a scheduled Invoice Document or five (5) calendar days in advance of date of submission of unscheduled Invoice	UK Link Communication (or in the case of an Ad-hoc Invoice, email or Conventional Notice or for Reconciliation Invoice Documents, publish on the Shipper	TPD Sections S1.3.4 and S1.3.6

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Documents	Information Service)	
5.	Submission of Invoice Document following submission of incorrectly stated Invoice Document	Incorrectly stated Invoice Document submitted to User and Service Provider made aware Invoice Document incorrect	Send User an Adjustment Invoice or Ad-hoc Invoice	As soon as reasonably practicable after an invoice query is resolved, and in any event by the end of the second following month	UK Link Communication	TPD Section S1.8.1 and W3.3.4(a)
6.	Submission of Invoice Documents for credit interest on invoice adjustments and compensation	Requirement for interest payment in accordance with Uniform Network Code	Submission of an Interest Invoice	As soon as reasonably practicable, and in the case of interest on invoice adjustments arising from Invoice Queries, no later than the end of the third (3 <sup>rd</sup> ) month following resolution of the query.	UK Link Communication	TPD Section S4.3.2, S4.4.2 and V13.4.3
7.	Submission of estimated Invoice Documents or	Code Contingency and Service Provider unable to submit Invoice	Send Users an estimated Invoice Document (or	As soon as reasonably	Conventional Notice or UK	TPD Section

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	actual Invoice Documents following Code Contingency	Documents with 7 Business Days of expected date for submission	Network Operator a billing instruction where requested)	practicable	Link Communication	S1.9.1
8.	Discussion of estimate or basis of estimation	Receipt of request from the User in accordance with TPD Section S1.9.2	Discuss with User the estimate or more accurate of estimation and, if appropriate, agree such with the relevant Network Operator and User	As soon as reasonably practicable	Conventional Notice	TPD Section S1.9.2
9.	Submission of Invoice Documents following Termination Notice	Notification from a Network Operator that a Termination Notice has been submitted to the User or submission of Termination Notice following decision by the EBCC	Send the User (or Network Operator a billing instruction, where requested) Invoice Documents in respect of any Billing Period or part of a Billing Period relevant to the Termination Notice, ending before or at the time at which the Invoice Document is submitted	As soon as reasonably practicable	Conventional Notice	TPD Section S1.7.1
10.	Submission of Invoice Documents following removal of UK Link User Equipment (not via Termination)	Removal of UK Link User Equipment by a User	Send User (or Network Operator a billing instruction, where requested) Invoice Document for each applicable Invoice Type for the Billing Period	On the relevant Business Day following the relevant Billing Period, as established in accordance with TPD Section S1.4.2, in the case of an Ad-	Conventional Notice	TPD Sections S1.1.2, S1.2.1, S1.2.2, S1.4.1 and S1.4.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Hoc Invoice in accordance with TPD Sections S2.4.4 and S2.4.6 and in the case of Ad-Hoc Invoices, Adjustment Invoices and Interest Invoices in accordance with TPD Section S2.5.2		
11.	Notification of proposed submission of divided Invoice Documents	Receipt of request for divided Invoice Documents following the request of a User, UK Link failure or the failure of a third party to do something required of such party for the purposes of sending an Invoice Document	Notify Users and Network Operator, and where appropriate, send Users details/evidence of reason for submission of divided Invoice Document	As soon as reasonably practicable and in accordance with TPD Section 1.5.5	Conventional Notice or email	TPD Section S1.5.1
12.	Notification of revised dates for submission of Invoice Documents	Change in expected dates for submission of Invoice Documents	Send Network Operator and Users expected dates for submission of Invoice Documents	As agreed with the Network Operators' Representative, not later than 6 months before first revised date for submission of Invoice	Conventional Notice or email	TPD Section S1.4.2(a) and (b)

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Documents		
13.	Notification of delay in date for submission of Invoice Documents	Delay of more than 5 Business Days from expected date of submission of Invoice Document	Notify Network Operator and Users of delay in submission of Invoice Documents	As soon as reasonably practicable following trigger	Conventional Notice or email	TPD Section S1.4.2(c)
14.	Appointment of Aggregate NDM Reconciliation Auditor, on behalf of the RbD Audit Sub-Committee	Expiry of contract with existing Aggregate NDM Reconciliation Auditors	Notify Users of agreement with new Aggregate NDM Reconciliation Auditor	Prior to expiry of existing agreement or as soon as reasonably practicable thereafter	Conventional Notice or email	TPD Section V12.5 and V12.6
15.	Input of transportation charging rate changes to relevant IT Systems	Receipt of notice from a Network Operator not less than 2 months before the date on which the proposals referred to are to be implemented	Input rate changes to relevant IT Systems	By the implementation date for new transportation charges	Electronic update to relevant IT Systems	TPD Section B1.8
16.	Adjustment to transportation charges to compensate Registered User appointed and complying with Last Resort User direction	Receipt of a valid claim from a Registered User appointed as Last Resort User	Send User an Adjustment Invoice or Ad-hoc Invoice	As soon as reasonably practical following receipt of a valid claim	UK Link or Conventional Notice	Standard Special Condition [A48]
17.	Notification of inclusion of new Invoice Type and	Receipt of request from Network Operator to include new Invoice	Send Users notice of inclusion of new Invoice	One (1) month before date of	Conventional notice or email	None



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	/or charge types	Type and / or charge type	Type and / or charge type (and give notice of relevant Invoice Items, new Invoice Type and / or charge type and date of effectiveness)	submission on Invoice Item on new charge type or three (3) months before, in accordance with UK Link Modification timescales, date of submission on Invoice Item on new Invoice Types		

**PART 1D: ENERGY BALANCING**

**SERVICE LINE - CREDIT RISK MANAGEMENT AND CASH COLLECTION**

**Service Description** Implementation of the provisions of the supplement to a Network Operator's Uniform Network Code (including implementation of the Network Operators Energy Balancing Credit Rules) with, where appropriate, the approval of the Energy Balancing Credit Committee, including maintaining a record of a User's Secured Credit Limit, the calculation of a User's Outstanding Relevant Balancing Indebtedness, the submission of Cash Calls and the taking of enforcement and recovery steps in the event of the non payment of Energy Balancing Charges by a User.

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
1.	Maintain a record of a User's Secured Credit Limit	Receipt of information from applicant User to support admission requirements	Maintain an up to date and accurate record of a User's current Secured Credit Limit (established in accordance with TPD Section X2.2.2)	Ongoing	Service Provider to maintain an up to date and accurate record of a User's Secured Credit Limit	TPD Section X2.2.3
2.	Respond to application from a User for an increased Secured Credit Limit	Receipt of application for an increased Secured Credit Limit from a User	Review application and security provided (if any), and where appropriate, revise the User's Secured Credit Limit in accordance with the Energy Balancing Credit Rules	As soon as reasonably practicable following receipt of User's application	Update the record of the User's Secured Credit Limit	TPD Section X2.2.5
3.	Revise a User's Secured Credit Limit for TPD	Occurrence of one of the events	Review User's Secured Credit Limit and security	As soon as reasonably	Update the record of the User's	TPD Section

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
	Section X2.2.6(a) purposes	referred to in TPD Section X2.2.6(a)	provided (if any), and where appropriate, revise the User's Secured Credit Limit in accordance with the Energy Balancing Credit Rules	practicable following occurrence of the relevant event referred to in TPD Section X2.2.6(a)	Secured Credit Limit	X2.2.6(a)
4.	Revise a User's Secured Credit Limit for TPD Section X2.2.6(b) purposes	Occurrence of the event referred to in TPD Section X2.2.6(b)	Review User's Secured Credit Limit and security provided (if any), and where appropriate, revise the User's Secured Credit Limit in accordance with the Energy Balancing Credit Rules	As soon as reasonably practicable following occurrence of the event referred to in TPD Section X2.2.6(b)	Update the record of the User's Secured Credit Limit	TPD Section X2.2.6(b)
5.	Notification of requirement for a User appointed as a shipper of last resort to provide additional Security	Requirement pursuant to the supplement or the Energy Balancing Credit Rules for User appointed as a shipper of last resort to provide additional Security	Send the User notice of the requirement to provide additional Security	As soon as reasonably practicable following appointment of User as a shipper of last resort but by not later than three (3) Business Days following	Telephone and Conventional Notice	TPD Section G2.1.10

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				the notification of the appointment		
6.	Notification of revised Secured Credit Limit	Revision to a User's Secured Credit Limit in accordance with the supplement and the Energy Balancing Credit Rules	Send the User notice of the revised Secured Credit Limit	As soon as reasonably practicable following revision of User's Secured Credit Limit	Update the record of the User's Secured Credit Limit	TPD Sections X2.2.5 and 2.2.6
7.	Consider proposal from a User to provide non compliant guarantee or Security	Receipt from a User of a proposal to provide a guarantee or Security not substantially in accordance with the requirements of the Energy Balancing Credit Rules	Notify and consult with the Energy Balancing Credit Committee in relation to the User's proposal and send User a notice accepting or rejecting proposal to provide non compliant guarantee or Security	At the next Energy Balancing Credit Committee meeting following receipt of User's proposal (or where received less than 10 Business Days before the next meeting, at the next following meeting)	Notify proposal to, and consult with, the EBCC and advise User of EBCC decision.	TPD Section X2.3.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
8.	Consider request by a User to release a Guarantee or Security or to reduce a guarantee	Receipt of a request from a User to release a guarantee or Security or to reduce a guarantee	Subject to satisfaction of the requirement in TPD Section X 2.3.5 the Service Provider will comply with the User's request and send User a notice accepting or rejecting the User's request to release or reduce a guarantee or Security	As soon as reasonably practicable but by not later than ten (10) Business Days following receipt of the User's request	Return guarantee or Security or provide deed of release via first class pre-paid post	TPD Section X2.3.4
9.	Calculation of a Trading System Operator's Relevant Balancing Indebtedness	Requirement to calculate the Trading System Operator's Relevant Balancing Indebtedness following each Gas Flow Day	Calculate Trading System Operator's Relevant Balancing Indebtedness following each Gas Flow Day	As soon as reasonably practicable following each Gas Flow Day	Undertake calculation in accordance with TPD Section X2.5.1(a) and by submission of a complete and accurate Energy Balancing Invoice	TPD Section X2.5.1
10.	Calculation of a User's Outstanding Relevant Balancing Indebtedness	Requirement to calculate the User's Outstanding Relevant Balancing Indebtedness following each Gas Flow Day	Calculate each User's Outstanding Relevant Balancing Indebtedness following each Gas Flow Day	As soon as reasonably practicable after the day on which the initial Entry Allocation Statements are required to be submitted by	Undertake calculation in accordance with TPD Section X2.5.1, X2.5.2 and 2.5.3	TPD Sections X2.5.1, X2.5.2 and X2.5.3

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				the User to the relevant Network Operator		
11.	Recalculation of a User's Outstanding Relevant Balancing Indebtedness	Receipt of a request from a User to recalculate the User's Outstanding Relevant Balancing Indebtedness following the occurrence of the events referred to in TPD Section X2.5.6	Recalculate the Users' Outstanding Relevant Balancing Indebtedness and notify User	As soon as reasonably practicable following receipt of the User's request	Undertake calculation in accordance with TPD Section X2.5.1(b)	TPD Section X2.5.6
12.	Submission of a Cash Call to a User	User's Outstanding Relevant Balancing Indebtedness exceeds the User's Cash Call Limit	Send the User a Cash Call notice	As soon as reasonably practicable following the calculation of the User's Outstanding Relevant Balancing Indebtedness	Facsimile or telephone confirmed by facsimile (in the format set out in the Energy Balancing Credit Rules)	TPD Section X2.6.1
13.	Consider a notification from a User that amount of Cash Call is erroneous (Cash Call appeal)	Receipt of a notification from the User by not later than 12:00 hours on Day Cash Call is due for payment that User considers amount of Cash Call has been calculated erroneously	Review calculation of Outstanding Relevant Balancing Indebtedness and notify User	Recalculate User's Outstanding Relevant Balancing Indebtedness	Facsimile or telephone confirmed by facsimile	TPD Section X2.7.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
14.	Notification following recalculation of a User's Outstanding Relevant Balancing Indebtedness	Recalculation of Outstanding Relevant Balancing Indebtedness following notification by the User pursuant to TPD Section X2.7.1	Send the User a revised Cash Call (and withdraw the initial Cash Call) or a notice confirming the amount of the initial Cash Call	As soon as reasonably practicable (and wherever possible within 24 hours following the User's request)	Facsimile or telephone confirmed by facsimile	TPD Section X2.7.3
15.	Recalculation of a User's Outstanding Relevant Balancing Indebtedness pursuant to TPD Section X2.7.5	Submission to the User of a Cash Call and occurrence of circumstances referred to in TPD Section X2.7.5	Recalculate the User's Outstanding Relevant Balancing Indebtedness in accordance with TPD Section X2.7.5	As soon as reasonably practicable	Facsimile or telephone confirmed by facsimile	TPD Section X2.7.5
16.	Notification following recalculation of a User's Outstanding Relevant Balancing Indebtedness pursuant to TPD Section X2.7.5	Recalculation of Outstanding Relevant Balancing Indebtedness pursuant to TPD Section X2.7.5	Withdraw the Cash Call or revise the Cash Call (and withdraw the initial Cash Call) and send the User a revised Cash Call	As soon as reasonably practicable	Facsimile or telephone confirmed by facsimile	TPD Section X2.7.6
17.	Application of funds following receipt of a Cash Call Payment from a User	Receipt of a Cash Call Payment from the User	Apply Cash Call Payment against unpaid amounts under outstanding Energy Balancing Invoice(s) or otherwise pay the Cash Call Payment (or balance thereof) into the User's Cash	As soon as reasonably practicable following receipt of Cash Call Payment	Advise User of allocation of funds by telephone	TPD Section X2.8.3

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
			Call account			
18.	Repayment of credit amounts held in a User's Cash Call account following a request for repayment by the User	Receipt of a request from the User in accordance with TPD Section X2.8.7 in respect of which a credit amount is held in the User's Cash Call account and where repayment of such amount would result in the User's Outstanding Relevant Balancing Indebtedness being approximately equal to 90% of the User's Cash Call Limit and where the User is not a User in default	Payment to the User of the credit amount held in the User's Cash Call account	As soon as reasonably practicable following receipt of the request	Transfer of funds and send remittance advice	TPD Section X2.8.6
19.	Notification of non payment by a User of a Cash Call	Non payment of the Cash Call by the User by close of the Business Day following Day on which Cash Call was made by the Service Provider	Send notice of non payment to the User and send a copy of the notice to the Authority and suspend credit payments to User	As soon as reasonably practicable following non payment by the User	Telephone confirmed by facsimile and first class pre-paid post	TPD Sections X2.9.1 and X2.9.4
20.	Issue Termination Notice following continued non payment by a User of a Cash Call	Notification of non payment and continued non payment of the Cash Call by the User by the close of the third Business Day following referral to the EBCC.	Request EBCC convene meeting and on instruction of the EBCC, send the User a Termination Notice and send a copy of the notice to the Authority	As soon as reasonably practicable following the third (3 <sup>rd</sup> ) Business Day following the initial notification; and	EBCC convened via teleconference and Termination Notice issued by Conventional Notice or email	TPD Sections X2.9.3, X2.9.4 and X2.9.7.



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				issue Termination Notice as soon as reasonably practicable following decision by EBCC.		
21.	Notification to Network Operators of the decision to send a Termination Notice to a User	Decision by EBCC to issue Termination Notice to a User	Send notice all Network Operators of the decision to issue a Termination Notice to a User	As soon as reasonably practicable following decision via EBCC and prior to issue of the Termination Notice to the User	Conventional Notice or email	None
22.	Notification of the issue of Termination Notice to all Users and Trading System Operator	Issue of a Termination Notice	Send notice to all Users and the Trading System Operator of the issue of a Termination Notice to a User	As soon as reasonably practicable following issue of the Termination Notice	Notice issued by Conventional Notice or email	TPD Section X2.9.6
23.	Notification of the non payment by a User of an	Non payment of the net invoice Amount under an Energy Balancing	Send notice to the User that a Termination Notice may	As soon as reasonably	Telephone, confirmed by	TPD Sections X3.2.1 and

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
	Energy Balancing Invoice	Invoice on the Invoice Due Date	be issued in the event of the continued non payment of the net invoice Amount and send a copy of the notice to the Authority	practicable following the Invoice Due Date	facsimile and first class pre-paid post	X3.2.3
24.	Issue a Termination Notice following continued non payment by a User of an Energy Balancing Invoice	Notification of non payment and continued non payment of the net invoice Amount by the User by the close of the fifth Business Day following the initial notification and, following determination of the EBCC to the issue of Termination Notice	Request to convene EBCC, following instruction to send the User a Termination Notice and send a copy of the notice to the Authority	As soon as reasonably practicable following the fifth (5 <sup>th</sup> ) Business Day following the initial notification; and issue Termination Notice as soon as reasonably practicable following decision via EBCC	EBCC convened via teleconference and Termination Notice issued by Conventional Notice or email	TPD Sections X3.2.2, X3.2.3 and X3.2.5.
25.	Enforce Security	Notification to the User of the non payment of the full net invoice Amount under an Energy Balancing Invoice	Take such steps as are required to enforce and realise the User's Security and where applicable, inform the Users of a reduction in the User Credit	As soon as reasonably practicable following continued non payment by the	Telephone, facsimile and first class pre-paid post	TPD Sections X3.3.1 and X3.4.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
			Limit	User		
26.	Consultation with EBCC on Recovery Steps in relation to Energy Balancing Debt	Existence of Energy Balancing Debt	Consult with EBCC in relation to taking and/or discontinuing Recovery Steps	As soon as reasonably practicable	Attend EBCC meetings	TPD Section X3.4.3
27.	Issue a Termination Notice where circumstances in TPD Section V4.3.3(b) apply	Circumstances referred to in TPD Section V4.3.3 apply in relation to the Defaulting User	Send a Termination Notice to the Defaulting User and such other persons as the Service Provider deems appropriate (in accordance with TPD Section X4.3.6)	As soon as reasonably practicable following application of the circumstances referred to in TPD Section V4.3.3(b)	Facsimile and first class pre-paid post to relevant User and by UK Link Communication to all Users (including the Defaulting User)	TPD Section X4.1
28.	Energy Balancing treasury management	Submission of Energy Balancing Invoice	managing User's Energy Balancing accounts	Ongoing	Email	TPD Section X1
29.	Administration and processing of all User correspondence relating to EBCC	Requirement to correspond with User in relation to Energy Balancing Credit Management including notification of Secured Credit Limit and all revisions thereto	Correspond with Users	Ongoing	By facsimile and first class pre-paid post	TPD Section X2.4
30.	Submission of a Further Security Request	Issue of two (2) Cash Calls or more in accordance with TPD Section X2.10.1 within twenty-eight (28) days of date on which the original	Send Further Security Request to the User	As soon as reasonably practicable following the	By telephone, confirmed by facsimile and first class pre-paid post	TPD Section X2.10

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
		Cash Call was made by the Service Provider (including a revised Cash Call pursuant of TPD Section X2.7.3)		issue of the second Cash Call		
31.	Consider notification from a User that Further Security Request is inappropriate	Receipt of a notification from the User by not later than 12:00 hours on the fifth (5 <sup>th</sup> ) Business Day following submission of the Further Security Request that the User considers the request inappropriate	Review security request and notify User (in accordance with TPD Section X2.10.3)	As soon as reasonably practicable following receipt of notification	By telephone, confirmed by facsimile and first class pre-paid post	TPD Section X2.10.5
32.	Submission of Failure to Supply Further Security Notice	Failure to provide Security by the eighth (8 <sup>th</sup> ) Business Day following submission of a Further Security Request	Send a Failure to Supply Further Security Notice to User	As soon as reasonably practicable following the eighth (8 <sup>th</sup> ) Business Day following the Further Security Request	By telephone, confirmed by facsimile and first class pre-paid post	TPD Section X2.10.9
33.	Issue Termination Notice following failure to provide Security by a User following EBCC instruction	Failure to provide Security by 12:00 hours on the seventh (7 <sup>th</sup> ) Business Day following submission of a Failure to Supply Further Security Notice	Send the User a Termination Notice and send a copy to the Authority	As soon as reasonably practicable following the seventh (7 <sup>th</sup> ) Business Day following the notification	Facsimile and first class pre-paid post	TPD Section X2.10.10

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
34.	Consultation with EBCC on Trading System Operator indebtedness	Existence of Trading System Operator outstanding relevant Indebtedness which exceeds 60% of the Trading System Operator's secured limit	Consult and meet with EBCC and provide relevant information	As soon as reasonably practicable	Convene Energy Balancing credit Committee meeting	TPD Section X2.11.2
35.	Produce operational statistics report for the EBCC	Requirement to produce EBCC reporting pack	Produce EBCC reporting pack	By the seventh (7 <sup>th</sup> ) Business Day of the following calendar month	Electronic copy to EBCC members	None

**PART 1E: OTHER SERVICES**

**USER ADMISSION AND TERMINATION**

**Service Description** The issue of relevant notices to Users and certain third parties following the admission of an applicant User to a Network Operator's Uniform Network Code and the termination of a Discontinuing User and a Defaulting User from the Network Operator's Uniform Network Code

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Coordinate admission requirements for an applicant User	Receipt of an application from an applicant User	Send the applicant User and relevant Network Operator relevant documentation	As soon as reasonably practicable	Conventional Notice and email	TPD Section V2.1
2.	Receipt of relevant documentation to support the admission requirements	Receipt of relevant documentation from the applicant User and/or a Network Operator	Send the relevant Network Operator complete copies of the relevant documentation	As soon as reasonably practicable	Conventional Notice and email	TPD Section V2.1
3.	Notification to a User of the notice details for the Network Operator and each other User who are party to the relevant Code	Receipt of notice from a Network Operator confirming the applicant User has become a User in accordance with TPD Section V2.2.1	Send the User notice details for the relevant Network Operator and the identity of all other Users for the purposes of GT Section B5.2.3	On the Day the applicant User becomes a User	Conventional Notice	TPD Section V2.2.2(a)
4.	Notification to each other User of the accession of an applicant User to the	Receipt of notice from a Network Operator confirming the applicant User has become a User in accordance with TPD Section V2.2.1	Send all existing Users a notice specifying the name of the applicant User, its notice details, the date on which the	On the Day the applicant User becomes a	Conventional Notice	TPD Sections V2.2.2(b) and V2.5.3(c)

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	relevant Code		applicant User acceded to the Code and, if appropriate, notice that the applicant User has been admitted pursuant to TPD Section V2.5.1	User		
5.	Notification to a Discontinuing User that it has ceased to be a User	Receipt of notice from a Network Operator(s) or Network Operators' Representative that a User has been discontinued having submitted a discontinuance notice and satisfied the requirements of TPD Section V4.2.2	Agree and send the Discontinuing User, relevant Network Operator(s) or Network Operators' Representative a notice of the date on which it will cease to be a User	As soon as reasonably practicable following satisfaction of the last of the requirements in TPD Section V4.2.2	Conventional Notice	TPD Section V4.2.4(ii)
6.	Notification that a Discontinuing User has ceased to be a User	Receipt of notice from a Network Operator(s) or Network Operators' Representative that a User has been discontinued having submitted a discontinuance notice and satisfied the requirements of TPD Section V4.2.2	Send each other User a notice that the Discontinuing User has ceased to be a User	As soon as reasonably practicable following the User Discontinuance Date	Conventional Notice	TPD Section V4.1.3
7.	Application of TPD Section V3.3.2 sanctions	Receipt of notice from a Network Operator(s) or Network Operators' Representative that User's Relevant Code Indebtedness exceeds 85% of its Code Credit Limit	Rejection of any Supply Point Nomination or Supply Point Confirmation	Within one (1) Business Day following receipt of notice from Network	UK Link Communication	TPD Section V3.3.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Operator(s) or Network Operators' Representative		
8.	Issue a Termination Notice to a Defaulting User	Receipt of notice from the Network Operator(s) or Network Operators' Representative upon the occurrence of a User Default, and at any time after such occurrence at which the User Default is continuing	Send a Termination Notice to the Defaulting User to the effect that the User shall cease to be a User with effect from the date given by the Network Operator(s) or Network Operators' Representative	As soon as reasonably practicable following receipt of notification from the Network Operator(s) or Network Operators' Representative	Conventional Notice	TPD Section V4.3.3(a)
9.	Notification of the issue of a Termination Notice to a Defaulting User	Issue of a Termination Notice to a Defaulting User	Send notice of the issue of a Termination Notice for the Defaulting User to each of those persons referred to in TPD Section V4.3.6 (including other Network Operator(s) or Network Operators' Representatives, if applicable)	As soon as reasonably practicable following Issue of the Termination Notice	Conventional Notice	TPD Section V4.3.6
10.	Notification of Supplier(s) of Last Resort	Receipt of notice from the Network Operator(s) or Network Operators' Representative of a Supplier of Last	Provide Supplier(s) of Last Resort Terminated Supply Meter Point information	As soon as reasonably	UK Link Communication	TPD Section G2.1.8



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	by the Authority	resort in respect of the Terminated Supply Meter Point		practicable		
11.	Notification of Last Resort User following appointment of Supplier(s) of Last Resort by the Authority	Receipt of notice from the Network Operator(s) or Network Operators' Representative of Last Resort User who shall become the Registered User of Terminated Supply Meter Points	Provide Last Resort User Terminated Supply Meter Point information	As a reasonably practicable, subject to TPD Section G2.1.11, G2.1.12 and G2.1.13 provide Terminated Supply Meter Point Information on the day of issue	UK Link Communication	TPD Section G2.1.8 and G2.1.9

<b>CONNECTED SYSTEM EXIT POINTS</b>						
<b>Service Description</b> Validation of relevant data submitted to a Network Operator by a Connected System Operator in relation to a Connected System Exit Point						

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
12.	Validation of relevant Supply Point Administration data submitted to a Network Operator by a Connected System Operator or independent gas transporter in relation to an NDM CSEP	Receipt of relevant data from the Connected System Operator or independent gas transporter	Send a notice to the Connected System Operator or independent gas transporter indicating whether or not relevant data has passed validation	As soon as reasonably practicable following receipt of relevant data from the Network Operator	Conventional Notice	TPD Section J5

**NExA SUPPLY METER POINTS**

**Service Description** Notification of existence of NExA Supply Meter Points

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
13.	Notification to a User or Connected System Operator of the existence of a NexA	Receipt of a Supply Point Nomination from a User in respect of a Supply Point which includes a NexA Supply Meter Point	Send the User and relevant Connected System Operator a Notice that the relevant Supply Point includes a NexA Supply Meter Point	As soon as reasonably practicable following receipt of the Supply Point Confirmation	Conventional Notice	None

**MUST READS**

**Service Description** Notification of failure of a User to obtain and provide valid Meter Readings for Non Daily Read Meters and obtaining of Meter Read by Service Provider in such circumstances

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
14.	Notification of the failure by a User to obtain a valid Meter Reading for a monthly Read Meter	The failure by the User to provide the Service Provider with a valid Meter Reading in accordance with TPD Section M3.4.1(i)	Send a notice to the relevant Network Operator and the User of the failure of the User to provide a valid Meter Reading for the relevant monthly Read Meter	As soon as reasonably practicable following the failure by the User to provide the valid Meter Reading by the required date	Conventional Notice and email	TPD Section M3.4.1
15.	Notification of the failure by a User to obtain a valid Meter Reading for an Annual Read Meter	The failure by the User to provide the Service Provider with a valid Meter Reading in accordance with TPD Section M3.6.1(i)	Send a notice to the relevant Network Operator and the User of the failure of the User to provide a valid Meter Reading for the relevant Annual Read Meter	As soon as reasonably practicable following the failure by the User to provide the valid Meter Reading by the	Conventional Notice and email	TPD Section M3.6.1

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				required date		
16.	Obtain Meter Read following failure by User to provide valid Meter Read for a monthly Read Meter	Failure of User to provide valid Meter Read for a monthly Read Meter	Send notice of failure to the relevant Network Operator, User and Network Operator's relevant meter reading agent to obtain valid meter read	As soon as reasonably practicable following failure	File transfer	TPD Section M3.6.1(a) and M3.6.6
17.	Submit Meter Read to User	Receipt of valid Meter Read	Notify User of Meter Read details	As soon as reasonably practicable	UK Link Communication or ConQuest	TPD Section M3.6

**GENERATION OF SUPPLY POINT METER REFERENCE NUMBER**

**Service Description** Generation of a Supply Point Meter Reference Number for a New Supply Meter Point and maintain registration of Supply Point Meter Reference Numbers

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
18.	Record the number for a New Supply Meter Point on the Supply Point Register	Receipt of notice that connection works have or will be undertaken to establish a New Supply Meter Point	Record the new Supply Point Meter Reference Number and send notice to relevant contractor (utility infrastructure provider) of new Supply Point Meter Reference Number	As soon as reasonably practicable following receipt of the notice from the relevant contractor	ConQuest or Conventional Notice	TPD Section G7.3.1
19.	Generation and provision of range of Supply Point Meter Reference Number (s)	Receipt of request from the relevant contractor for Supply Point Meter Reference Number(s)	Send relevant contractor a range of unique Supply Point Meter Reference Number	As soon as reasonably practicable following receipt of request	Conventional Notice	None
20.	Create the Supply Point Meter Reference Number for a Supply Meter Point missing from the Supply	Receipt of request from the User to create a Supply Point Meter Reference Number	Create the Supply Point Meter Reference Number and send notice details to the relevant User	As soon as reasonably practicable following receipt of the	ConQuest	TPD Section G7.3.1

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Point Register			notice from the User		
21.	Registration with a User of an unregistered Supply Meter Point.	Generation of scheduled report of unregistered Supply Meter Points	Identify Registered User of Supply Meter Point	As soon as reasonably practicable	Conventional Notice	None

**PART 1F: DEMAND ESTIMATION SERVICES**

**SERVICE LINE – DEMAND ESTIMATION**

**Service Description** Implementation of demand estimation procedures including co-ordination of DSEC, review of weather variables, undertaking NDM analysis and algorithm evaluation, annual consultation, submission and finalisation of EUC and Demand Model and collection, monitoring and analysis of sample data from dataloggers and data recorders.

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
1.	Review of Composite Weather Variable formula	No later than the date falling twelve (12) months prior to the fifth (5th) anniversary of the previous review of the formula (or following unusual weather experience where the Service Provider believes it appropriate)	Consult with DESC and review and where appropriate revise the formula by which the Composite Weather Variable for the network is determined	By such time that will allow any revised formula to be applied for the purposes of determining End User Categories and Demand Models for the next following Gas Year	Electronic update of Service Provider systems and Conventional Notice or email to Users	TPD Section H1.4.2
2.	Annual review of seasonal normal values of Composite Weather Variable	No later than the date falling twelve (12) months prior to the fifth (5th) anniversary of the previous review of the seasonal	Consult with DESC and where appropriate revise seasonal normal values of Composite Weather	By such time that will allow any revised formula to be applied for the	Electronic update of Service Provider	TPD Sections H1.5.2 and H1.5.3



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
		normal values of Composite Weather Variable (or following unusual weather experience where the Service Provider believes it appropriate)	Variable	purposes of determining End User Categories and Demand Models for the next following Gas Year	systems and Conventional Notice or email to Users	
3.	Ad hoc review of components of Composite Weather Variable formula and of seasonal normal values of Composite Weather Variable	Where the Service Provider determines review appropriate	Consult with DESC and where appropriate review components of Composite Weather Variable formula and seasonal normal values of Composite Weather Variable and where appropriate revise or identify substitute components for formula	Ongoing	Electronic update of Service Provider systems and Conventional Notice or email to Users	TPD Section H1.4.2
4.	Undertake initial annual NDM analysis and publish initial NDM proposals for each Gas Year	Requirement to derive for each Gas Year appropriate NDM EUC definitions, NDM EUC profiles, NDM EUC load factors, and aggregate NDM seasonal normal demand and weather sensitivity in each LDZ comprised in the Network	Initial proposals for NDM EUC definitions, NDM EUC profiles, NDM EUC load factors, and aggregate NDM seasonal normal demand and weather sensitivity in each LDZ comprised in the Network	By 30 June prior to the relevant Gas Year	Conventional Notice or email	TPD Sections H1.8 and H1.9
5.	Prepare default NDM proposals for each Gas Year	Opportunity for Network Operator or User to make application for Condition A11(18) Disapproval	Default NDM EUC definitions, NDM EUC profiles and NDM EUC load factors (based on proposals applying for	By not later than 30 June prior to the relevant Gas Year	If required, Conventional Notice or email	TPD Section H1.9.2

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
			current Gas Year) for the relevant Gas Year			
6.	Undertake NDM algorithm performance evaluation over each twelve (12) period from April to March	Requirement to provide Users with summary of analysis of performance of EUCs and Demand Models	Evaluate performance of EUCs and Demand Models by analysis of (inter alia) scaling factors, weather correction factors, reconciliation variance data and NDM sample data and send Users summary of analysis	By not later than 30 June each year	Conventional Notice or email	TPD Section H1.8.1(d)
7.	Consultation with DESC on proposed EUCs and Demand Models for a Gas Year	Requirement to hold consultation with Users during June prior to relevant Gas Year	Undertake consultation with DESC and submit to Users the information referred to in TPD Section H1.8.1	Conduct consultation in June prior to relevant Gas Year	Undertake consultation in accordance with H1.8.1	TPD Section H1.8.1
8.	Provision of historic demand data to Users	Receipt of request from a User between 1 May and 31 May	Send User demand data referred to at TPD Section H1.7.2 and other data as may be relevant	By not later than 15 June in the Preceding Year	Conventional Notice or email	TPD Section H1.8.2
9.	Review of User representations and consultation with Users	Receipt of representations from a User(s) prior to 15 July prior to relevant Gas Year	Review User representations, convene meeting of DESC to consider User representations, and where appropriate consult, meet with Users and send Users reasonable details of representations received (or otherwise notify Users thereof)	By not later than 14 August prior to the relevant Gas Year	Convening meetings of DESC and/or Conventional Notice or email	TPD Sections H1.8.3, H1.8.4 and H1.8.5

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
10.	Submit final proposals for End User Categories and Demand Models to the Authority	Requirement to submit final proposals for EUCs, Demand Models and Derived Factors for a Gas Year to the Authority for approval	Submit final proposals for EUCs, Demand Models and Derived Factors to the Authority	By not later than 14 August prior to the relevant Gas Year	Conventional Notice or email	TPD Section H1.9.1
11.	Consider application made to Authority for Condition A11(18) Disapproval regarding final proposals for following Gas Year by a User	Receipt of application to Authority to give Condition A11(18) Disapproval in respect of final proposals	Provision of relevant information to the Authority	During the 5 Business Days that the Authority has to make a decision following application	Conventional Notice or email	TPD Section H1.9.2
12.	Create Derived Factors for Gas Year on basis of approved EUCs and Demand Models	Requirement to create Derived Factors for start of following Gas Year	Create Derived Factors and send Derived Factors to Users and Network Operators	By 30 June (for initial proposals), by 14 August (for final proposals) and by 15 September for electronic files of Derived Factors	Publish Derived Factors and submit file to Users and Network Operators	TPD Sections H1.9.2, H1.9.3, 2 and 4
13.	Undertake NDM algorithm performance evaluation for Gas Year	End of a Gas Year	Evaluate performance of Demand Models by analysis of (inter alia) scaling factors, weather correction factors, reconciliation variance data and NDM sample data	By not later than 31 January in the following Gas Year	Convening meetings of DESC and/or Conventional Notice or email	None
14.	Undertake ad hoc analysis to support NDM demand modelling and Derived Factors	Requirement identified by Service Provider or DESC	Results of ad hoc analysis	Ongoing	Convening meetings of DESC and/or Conventional Notice or email	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time Delivery for Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
15.	Handling daily consumption data for sample Supply Point Components in Network	Receipt of daily consumption data from dataloggers at sample Supply Point Components in Network	Process and maintain record of daily consumption data from dataloggers for sample Supply Point Components in Network	Ongoing	Electronic update of Service Provider systems	TPD Section H1.6
16.	Monitor data from sample Supply Point Components in the Network	Requirement to maintain a representative sample of Supply Point Components in the Network	Assess size and location of sample Supply Point Components in the Network and, where appropriate, send Users details of proposed revisions to sample	Ongoing	Conventional Notice or email	TPD Section H1.6
17.	Acquire and provide relevant Supply Point premises information to sample data service providers for use in selecting new and replacement sample sites	Requirement to maintain a representative sample of NDM Supply Point Components in the Network	Relevant Supply Point premises and Supply Meter Installation data for prospective sample NDM Supply Point components	Ongoing	Conventional Notice or email	TPD Section H1.6
18.	Liaison with sample data service providers	Requirement to maintain a representative sample of NDM Supply Point Components in the Network and receipt of notifications of terminated and newly installed dataloggers at sample Supply Point Components	Liaison with sample data service providers and revisions to records of dataloggers installed at Supply Point Components (numbers and disposition) consequent on notifications of terminations and new installations of dataloggers at sample Supply Point Components	Ongoing	Conventional Notice or email	TPD Section H1.6

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time Delivery for Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
19.	Liaison with sample data service providers to ensure accurate sample data flows	Requirement to maintain a representative sample of NDM Supply Point Components in the Network	Liaison with sample data service providers	Ongoing	Conventional Notice or email	TPD Section H1.6
20.	Handling daily consumption data from data recorder based sample NDM Supply Point Components in Network	Receipt of weekly electronic transmission of daily Consumption data from data recorder based sample NDM Supply Point Components in Network	Process and maintain record of daily consumption data from data recorder based sample NDM Supply Point Components in Network	Ongoing	Electronic update of Service Provider systems	TPD Section H1.6
21.	Manage data recorder based NDM sample component and related service provision/provider in Network	Requirement to maintain a representative sample of NDM Supply Point Components in the Network	Liaison with data recorder sample data service provider	Ongoing	Conventional Notice or email	TPD Section H1.6
22.	Procure weather data for Network	TPD Section H requirements in general	Maintaining and revising definitions of Composite Weather Variable, computation of daily values of Composite Weather Variables and updating of Demand Models that use weather data for Network	Ongoing	Electronic update of Service Provider systems	TPD Sections H1.4.2, H1.5.2 and H1.5.3
23.	Handling daily flow weighted average calorific value data for the Network	TPD Section H requirements in general	Calculation of energy values for daily consumption data for sample Supply Point Components in the Network	Ongoing	Electronic update of Service Provider systems	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time Delivery for Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Requirement</b>
24.	Handling daily demand data for the Network	TPD Section H requirements in general and Services 2, 3 and 4, Schedule 1	Review and revision of Composite Weather Variables, NDM algorithm performance evaluation and derivation of Derived Factors	Ongoing	Electronic update of Service Provider systems	None

**PART 2: PROVISION OF SERVICES IN RELATION TO OBLIGATIONS UNDER GAS TRANSPORTER'S LICENCE**

**Service Description** Provision of Supply Point Information Services and other services required to be provided under the terms of a Network Operator's GT Licence (to the extent the services are not already provided pursuant to the terms of the Network Operator's Uniform Network Code)

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Provision of information in relation to gas illegally taken	Receipt of notice of alleged incident of gas illegally taken	Submit notice to User and/or Network Operator for investigation into alleged incident or for safety visit	Within two (2) Business Days of receipt of notice and where safety prejudiced as soon as practicably possible	ConQuest or Conventional Notice	Standard Condition 7
2.	Process of applications for costs associated with investigation into gas illegally taken	The notification from a User that it has investigated the alleged incident and the request for the costs incurred to be refunded	Process application and notify User of the outcome of the application	As soon as reasonably practicable following receipt of the application	Email or Conventional Notice	Standard Condition 7
3.	Notification of proposed connection or disconnection of meter to a service pipe	Receipt of notification of proposed connection or disconnection from relevant person in accordance with paragraphs 12(1) and (3) of Schedule 2B of the Act	Send relevant User a copy of the notification together with other relevant information which the Service Provider holds in relation to the meter	Within two (2) Business Days of identification of User	UK Link Communication	Standard Special Condition [A10] paragraph 5

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
4.	Notification of no meter inspection for 2 years	Where the Service Provider determines that Standard Special Condition [A10] paragraph 6 of GT Licence applies	Send relevant User date by which meter inspection must be carried out for the purposes of Condition 17 of the relevant User's gas shipper licence	By not later than four (4) months prior to the date by which the meter inspection must be carried out	UK Link Communication	Standard Special Condition [A10] paragraph 6
5.	Provision of Standard of Service and Supply Point information to the Authority required under Standard Special Condition [A26 ]	Receipt of request from the Authority for Standard of Service and Supply Point information required by the Authority for the purposes specified in Standard Special Condition [A26] paragraph 1 and receipt of authorisation from a Network Operator to disclose relevant information	Provide the relevant information in relation to Standard of Service and Supply Point which the request related	As soon as reasonably practicable following receipt of authorisation from the relevant Network Operator	Conventional Notice	Standard Special Condition [A26]
6.	Provision of operation and maintenance of a Supply Point Information Service	Requirements of Standard Special Condition [A31] of GT Licence	Maintenance and operation of a Supply Point Information Service	Ongoing	Maintenance of telephone, email, on-line communication and CD ROM enquiry services	Standard Special Condition [A31] paragraph 1
7.	Provision of relevant data to domestic customers or persons acting on their behalf (but not gas shippers or their agents) or to any	Receipt of request from a domestic customer or a person acting on their behalf (but not a gas shipper or its agents) for relevant data referred to at paragraphs 3(a)(iii), 3(b)(iii) and 3(b)(iv) of Standard Special	Provide the relevant data in relation to which the request related	On receipt of request	Telephone	Standard Special Condition [A31] paragraph 2(c) and 2(e)



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	customer of a gas supplier in relation to premises occupied, or to be occupied, by the customer	Condition [A31] of the Transporter's Licence or receipt of request from a customer of a gas supplier for any relevant data referred to at paragraph 3 (e) of Standard Special Condition [A31] of the Transporter's Licence which relate to the premises occupied, or to be occupied, by the customer				
8.	Provision of relevant data to gas shippers or their agents or non-domestic customers of a gas supplier or persons acting on their behalf	Receipt of request from a gas shipper or its agent or from a non-domestic customer of a gas supplier or a person acting on its behalf for any relevant data referred to at paragraph 3 of Standard Special Condition [A31] of the Transporter's Licence	Provide the relevant data in relation to which the request related	On receipt of request	Telephone, email, facsimile or on-line communication	Standard Special Condition [A31] paragraph 2(d)
9.	Regulatory Instructions and Guidance for Reporting Outputs report	Annually	Send Authority Regulatory Instructions and Guidance for Reporting Outputs report	As may be reasonably practicable following end of the relevant reporting period	Email	None
10.	Provide copy of this Agreement to the Authority	Signature of agreement and effectiveness of each (and any) subsequent amendment to the agreement	Submit copy of agreement (or amended agreement) to the Authority	As soon as reasonably practicable following signature and effectiveness of	Conventional Notice or email	Condition [A15]

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				subsequent amendment		
11.	Publication of this Agreement excluding agreed areas of confidentiality	Notification from Network Operators Representative to publish this Agreement with the exception of information agreed as confidential	Publish this Agreement	As soon as reasonably practicable following notification from the Authority	On-line	Condition [A15]

**PART 3: OTHER NETWORK SERVICES**

**SERVICE LINE - UK LINK SERVICES**

**Service Description** The provision of IT services, services in relation to UK Link and certain other notification and information services

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
1.	Establishment and operation of UK Link System	Requirement for Service Provider to provide access to UK Link System following request from a UK Link System User	Availability of UK Link systems to enable UK Link System Users to conduct their normal business	Ongoing	On-line	TPD Section U1
2.	Establishment and operation of UK Link Network	Requirement for Service Provider to provide access to UK Link Network following request from a UK Link System User	Availability of UK Link Network to enable UK Link System Users to conduct their normal business	Ongoing	On-line	TPD Section U1
3.	UK Link System Modifications services	Submission by Network Operator or UK Link System User of a proposed Systems Modification	Notify all UK Link System Users of proposed UK Link System Modifications, circulation of proposed UK Link System Modifications for consultation, receipt and publication of UK Link System User submissions in respect of proposed UK Link System Modifications;	In accordance with agreed timescales	Conventional Notice or UK Link Committee	TPD Section U8

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
			and preparation of an implementation plan setting out the proposal or revised proposal and the steps and timetable proposed for implementation of the UK Link System Modification.			
4.	UK Link Manual services	Maintain and make available a single copy of UK Link Manual to any UK Link System User	Update UK Link Manual prior to implementation of each UK Link Modification and make available a copy of the current UK Link Manual to all UK Link System Users	Prior to implementation of UK Link Modification or following request for a copy of the UK Link Manual	On-line and notify via Conventional Notice or email	TPD Section U1.4
5.	Additional UK Link Manual	Make available additional copies of UK Link Manual to any UK Link System User	Provide additional copies as requested by UK Link System User and recovering costs of provision	Following UK Link System User request	On-line and notify via Conventional Notice or email	UK Link Manual
6.	User Interface Document services	Maintain and make available User Interface Document	Update User Interface Document prior to amendment and make available a copy of the current User Interface Document to all Users	Prior to the of amendment the of User Interface Document or following request for a copy of the	On-line and notify via Conventional Notice or email	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				User Interface Document Link Manual		
7.	IT System help desk	Requirement for Service Provider to provide a help desk to assist UK Link System Users in accessing or using IT System	Provision of help desk and provision of assistance to UK Link System Users in accessing or using IT System	Ongoing	Telephone Helpdesk or Email	TPD Section U1.5
8.	Provision of UK Link provided equipment and UK Link provided software	Requirement for Service Provider to provide to UK Link System Users appropriate UK Link provided equipment and UK Link provided software in accordance with the UK Link Manual and receipt of a request from a UK Link System User to provide computer equipment and computer software	Provision of UK Link provided equipment and UK Link provided software in accordance with the UK Link Manual	Within forty five (45) Business Days of receiving formal request from a UK Link System User	Provision of UK Link provided equipment and UK Link provided software in accordance with the UK Link Manual	TPD Section U2.3
9.	Provision of additional UK Link provided equipment and UK Link provided software to UK Link System Users, beyond standard installation	Service Provider to provide to UK Link System Users additional appropriate UK Link provided equipment and UK Link provided software following request from UK Link System User	Provision of additional UK Link provided equipment and UK Link provided software and recovering costs of provision in accordance with the UK Link Manual	Within forty five (45) days of receiving formal request from a UK Link System User	Provision of UK Link provided equipment and UK Link provided software in accordance with the UK Link	TPD Section U1.6  UK Link Manual

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
					Manual	
10.	Provision of UK Link provided Equipment and UK Link provided Software training services	Receipt of a request from a UK Link System User to provide UK Link provided equipment and UK Link provided software training services	Receipt of a request from a UK Link System User to provide UK Link provided equipment and UK Link provided software training services	As soon as reasonably practicable following receipt of request from the UK Link System User	Provision of UK Link provided equipment and UK Link provided software]training services	UK Link Manual
11.	Removal of UK Link provided equipment	Receipt of request from Network Operator or UK Link System User	Removal of UK Link provided equipment	As soon as reasonably practicable following issue of Termination Notice		TPD Section U2.8
12.	UK Link Network Audit Trail	Receipt of request from any UK Link System User for a copy of the audit trail	Provision to UK Link System User of audit report	As soon as reasonably practicable following receipt of request	Email or UK Link Network	TPD Section U4.7
13.	Provision of UK Link Identity	Create relevant identification(s) and passcode(s) for a UK Link UK Link System User	Provide the UK Link Identify to the UK Link UK Link System User or Authorised Representative	As soon as reasonably practicable following receipt of	Conventional Notice	TPD Section U2.6

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				request from the UK Link System User		
14.	Business Day calendar services	Provide UK Link System Users Business Day calendar	Send all UK Link System Users a list of all Business Days determined in accordance with the code in the following calendar year	By 30 September in each calendar year	Conventional Notice or email	None
15.	UK Link System User notification service	Receipt by the Service Provider of a UK Link System User notification or notification from the Network Operators' Representative	Send all UK Link System Users a copy of the UK Link System User notification	UK Link System User notifications marked 'urgent' will be sent to UK Link System Users two (2) hours of receipt by the Service Provider (provided no more than five (5) such notifications are received on any day) and notifications marked 'non urgent' will be	Conventional Notice	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
				sent to UK Link System Users twenty four (24) hours or by the end of the following Business Day (whichever is the earlier) after receipt by the Service Provider (provided no more than ten (10) such notifications are received on any day		
16.	Notification to UK Link System Users of any unauthorised access	Service Provider becoming aware of unauthorised access into UK Link System or UK Link Network	Notification to impacted UK Link System User and investigation into causes with implementation of remedial actions to avoid future occurrence	Ongoing	Conventional Notice	TPD Section U 1.8
17.	Establishment and maintenance of computer virus protection policies and	Policies and procedures published	Update to UK Link Manual	Ongoing	UK Link Manual	TPD Section U1.9



	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
	procedures					
18.	Notification to UK Link System Users of any computer virus(es) transmitted over UK Link Network	Service Provider becoming aware of computer virus(es) introduced onto UK Link Network	Notification to impacted UK Link System User(s) and investigation into causes with implementation of remedial actions to avoid future occurrence	Ongoing	Conventional Notice	TPD Section U1.9
19.	Benchmark UK Link Network Equipment	Service Provider benchmarking of UK Link Network hardware and software to identify any changes in configuration	If configuration change is identified, Service Provider to submit a UK Link modification	Ongoing	UK Link Committee	TPD Section U2.2.11
20.	Interoperability of Licensed Software	Receipt of request from any UK Link System User for information on interfaces and standard protocols relating to licensed software	Details of interfaces and standard protocols issued to UK Link System User	As soon as reasonably practicable following receipt of request	Email	TPD Section U3
21.	Contingency Arrangements	Establishment and maintenance of contingency arrangements for UK Link	Updates to Contingency Arrangements within UK Link Manual	Ongoing	UK Link Manual	TPD Section U6
22.	Initiation of Contingency Arrangements	Degradation in performance of UK Link or planned UK Link downtime which occurs outside of 04:00 and 06:00 on any day	Initiation of Contingency Procedures	Ongoing	Conventional Notice, email	TPD Section U6 UK Link Manual

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Code Supplement Requirement</b>
23.	Provision of monthly Performance Reports	UK Link Committee Meeting	Performance Level Report issued at UK Link Committee	monthly	Conventional Notice, email	TPD Section U7
24.	Provision of monthly Software Errors Reports	UK Link Committee Meeting	Software Errors Report issued at UK Link Committee	monthly	Conventional Notice, email	TPD Section U7
25.	Appointment of UK Link Performance Auditor	As agreed by UK Link Committee	Audit report on Performance Monitoring Procedures	As agreed by UK Link Committee	Conventional Notice, E-mail	TPD Section U7.5
26.	UK Link Standards Guide	Maintenance of the UK Link Standards Guide	UK Link Standards Guide updated and published	Ongoing	UK Link Manual	UK Link Manual
27.	UK Link IS Service Definition Guide	Maintenance of the UK Link IS Service Definition Guide	UK Link IS Service Definition Guide updated and published	Ongoing	UK Link Manual	UK Link Manual
28.	Active Notification Device	Provision and operational support of Active Notification Devices	UK Link System User has possession of Active Notification Device and is capable of receiving notices	As soon as reasonably practicable following receipt of request	Posted	TPD Section U4.6  UK Link Manual

**SERVICE LINE – PROVISION OF USER REPORTS AND INFORMATION**

**Service Description** Provision of information and data required by a Network Operator in relation to a complaint by a User or consumer and the provision of certain operational information in respect of certain matters related to the Uniform Network Code

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
29.	Provision of information held by Service Provider and data following complaint to a Network Operator by a User, the Authority or energywatch	Receipt of request from a Network Operator for the relevant information and data	Send the relevant Network Operator the relevant information and data	Within ten (10) Business Days of the receipt of the Network Operator's request	ConQuest	None
30.	Query management – Standards of Service monthly report	Month end	Send all Users the monthly Query Management – Standards of Service monthly report in the format agreed with Users	As soon as reasonably practicable following the end of the relevant month	Email	None
31.	Invoice Queries - queried and withheld amounts report	Receipt of request from User	Send the requesting User the monthly Invoice Queries - queried and withheld amounts report in the format agreed with Users	As soon as reasonably practicable following the end of the relevant month	Email	None
32.	Invoice Queries - awaiting adjustment	Month end	Send all Users the monthly Invoice Queries - awaiting	As soon as reasonably	Email	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	report		adjustment report in the format agreed with Users	practicable following the end of the relevant month		
33.	Invoice Queries - pending adjustment report	Month end	Send each User the monthly Invoice Queries - pending adjustment report in the format agreed with Users	As soon as reasonably practicable following the end of the relevant month	Email	None
34.	Portfolio statement report (PSR)	Month end	Send each User the User monthly portfolio report in the format agreed with Users	As soon as reasonably practicable following the end of the relevant month	Email	None
35.	User portfolio report	Receipt of request from User to submit User portfolio report	Send the User the User portfolio report in the format agreed with Users (no more frequently than on a monthly basis)	As soon as reasonably practicable following receipt of the request	Email	None
36.	Priority customers report	Annually	Send each User the Priority customers report in the format agreed with Users	As soon as reasonably practicable following the end of the relevant quarter	Email	None
37.	Reconciliation by Difference – verification report (National & Local	Receipt of domestic panel data	Send all Users a report of actual vs. billed charges for domestic market in the	As soon as reasonably practicable	Presentation at relevant Uniform	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Distribution Zone)		format agreed with Users	following end of the relevant month	Network Code Sub Committee or email (no more frequently than on a monthly basis)	
38.	User Suppressed Reconciliation Values performance report	Month end	Send all Users a report of monthly User performance in the resolution User Suppressed Reconciliation Values in the format agreed with Users	By the seventh (7) Business Day following the month end or as soon as reasonably practicable thereafter	Email	In accordance with Uniform Network Code Reconciliation Suppression Guidelines
39.	Local Distribution Zone (LDZ) larger reconciliation notification report	Receipt of notification from relevant Network Operator	Send all Users a report of details of forthcoming large LDZ Reconciliations in the format agreed with Users	As soon as reasonably practicable following receipt of request	Email	None
40.	Reconciliation by Gas Flow report	Receipt of request from User	Send the requesting User a report of reconciliation phased back to gas flow month in the format agreed with Users	As soon as reasonably practicable following end of the relevant month	Email	None
41.	Connected System Exit Point portfolio statement	Receipt of request from User	Send each User the User CSEP portfolio report in the	As soon as reasonably	Email	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time of Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	report		format agreed with Users	practicable following the end of the relevant month		
42.	Unique Sites portfolio statement report	Receipt of request from User	Send the User the User Unique Sites portfolio report in the format agreed with Users	As soon as reasonably practicable following receipt of request	Email	None
43.	Unique Sites Daily Allocations	Receipt of read data and daily Calorific Values	Send the Agent allocated volume for the previous day for Shared Supply Meter Points	By 16.30 on the day following the Gas Day	Conventional Notice	None
44.	Annual Asset Portfolio	Annually	Send each User a report detailing asset information for all Supply Meter Points in the Users ownership	As soon as reasonably practicable following the end of relevant year	File transfer	None
45.	Transco Asset Portfolio	Monthly	Send each User a report of larger meters and details to support change of supplier	As soon as reasonably practicable following the end of the relevant month	File transfer	None

<b>SERVICE LINE – NETWORK OPERATOR AND USER RELATIONSHIP MANAGEMENT</b>
<b>Service Description</b> Provision of Network Operator support services

	Service Requirement Description	Service Requirement Trigger	Service Requirement Output	Time for Delivery of Service Requirement	How Service Requirement Delivered	Corresponding Requirement
46.	Attend meetings of the Uniform Network Code Committee(s), the gas Forum, the Independent Gas Transporter's Forum, other gas industry forums and customer and consumer groups, as a representative of a Network Operator(s), or in an advisory capacity to Network Operator(s)	Receipt of a reasonable request from a Network Operator(s) or Network Operators Representative to attend industry meetings in a representational, or advisory capacity	Attend industry meetings to represent a Network Operator(s), or to record relevant information, and report to the Network Operator(s) following industry meeting	As agreed with the Network Operator(s)	As agreed with the Network Operator(s)	None
47.	User relationship management services	Responsibility and delivery of Service Requirements	Management of delivery of all relevant Service Requirements, management of day to day operational requirements of the relevant Network Operator under this agreement, development and maintenance of relationship with relevant Users and management and resolution of operational issues arising	As agreed with the relevant Network Operator	As agreed with the relevant Network Operator	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
			in connection with the provision of Service Requirements			
48.	Submission of all User notifications	Request from a Network Operator or from the Network Operators' Representative to send notification to all Users	Send all Users notice of the all User notification	Within agreed timescales at receipt of the request from the relevant Network Operator	Email	None



**SERVICE LINE – DATA FLOWS TO NETWORK OPERATORS**

**Service Description** Provision of information to UK Transmission and Network Operators

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
49.	Provision of DM Supply Meter consumption data and consumption data for Unique Sites and CSEPs to UK Transmission	Each Business Day	Send UK Transmission DM Supply Meter consumption data and consumption data for Unique Sites and CSEP measurement data	The end of the Business Day	UK Link Communication or Conventional Notice	None
50.	Provision of interruption information to UK Transmission	Each Business Day	Send UK Transmission details of interruption at Supply Meter Points on the preceding Day and interruption contact details	The end of the Business Day	UK Link Communication or Conventional Notice	None
51.	Provision of AQ data to UK Transmission	Start of Gas Year	Send UK Transmission AQ information for each Supply Meter Point on the Network Operator's pipe-line system	Prior to start of Gas Year	UK Link communication	None
52.	Provision of Withdrawn Supply Points to UK Transmission	Following change to Meter point status in S&M Database	Send UK Transmission details of each Supply Meter Point that has had a Withdrawal notice accepted and applied S&M Database	The end of the Business Day on which the change in status occurs	File transfer	TPD Section G3.1.4
53.	Provision of relevant Supply Point data to Network Operator	Each Business Day	Update Network Operator Demand Derivation System with details of changes to	The end of the Business Day	File transfer	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	(excluding UK Transmission)		Supply Point data			
54.	Daily provision of relevant Supply Point data to Network Operator (excluding UK Transmission)	Each Business Day	Update Network Operator emergency & meter works system with details of changes to Supply Point data	The end of the Business Day	File transfer	None
55.	Weekly provision of relevant Supply Point data to Network Operator (excluding UK Transmission)	Weekly requirement	Update Network Operator firm load shedding system with details of changes to Supply Point data	At the start of each Week	File transfer	None
56.	Provision of logical Meter number to UK Transmission	Following Supply Point Confirmation for a Unique Site	Send UK Transmission details of the logical Meter number	As soon as reasonably practicable following the Supply Point Confirmation	File transfer	None
57.	Provision of NDM meter exchange details to UK Transmission.	Following Change to Data Item (Meter Details) in S&M Database	Send UK Transmission NDM Meter Details	The end of the Business Day on which the data has been updated on S&M	File transfer	None
58.	Provision of Capacity & Trading Data to UK	Each Business Day	Send UK Transmission gas trading & capacity data	The end of the Business Day	File transfer	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Transmission.					
59.	Provision of meter points, meter point planned date and meter point live date to Network Operator	Following meter point creation	Send Network Operator Meter Points, meter point planned date and meter point live date	The end of the Business Day	File transfer	None
60.	Provision of Address Data to Network Operator	Following Change to Data Item (meter point address) in S&M Database.	Send Network Operator Address Data	The end of the Business Day on which the data has been updated on S&M	File transfer	None
61.	Notification of submission of Invoice Documents	Submission to Users of Invoice Documents	Send Network Operator notice and relevant content relating to Invoice Documents that have been submitted to all Users	Within twenty four (24) hours of the submission of the Invoice Documents to Users	File transfer or Conventional Notice	None
62.	Notification of Invoice Query before payment	Receipt of notice from User of Invoice Query before payment	Send Network Operator details provided by User in accordance with TPD Section S4.2.1	Within one (1) Business Day following receipt of the Invoice Query	ConQuest	None
63.	Notification of an update to an Invoice Query	Investigation and / or resolution of the Invoice Query	Send details to Network Operator	As soon as reasonably practicable following update of the Invoice	ConQuest	None

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Delivery of Service Requirement</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
				Query		
64.	Reporting against NTE tables	Requirement to provide reporting against NTE tables	Report against NTE tables	Ongoing	AT Link and/or RGTA	None

**PART 4: AT LINK AND RGTA SYSTEM SERVICES**

**SERVICE LINE - AT LINK AND RGTA SYSTEM SERVICES**

**Service Description** The operational responsibility for the provision and maintenance of the AT Link and RGTA systems

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
1.	Operation, management and support of Data Centres	Requirement to operate, manage and support Data Centres	Operating, managing and supporting Data Centres	Ongoing	Online access to RGTA and/or AT Link	UK Link Manual
2.	Operation, management and support of Application Servers	Requirement to operate, manage and support Application Servers	Operating, managing and supporting Application Servers, including storage management, systems programming, capacity planning, performance tuning and maintenance	Ongoing	Online access to RGTA and/or AT Link	UK Link Manual
3.	Provision of operations support for Application Servers	Requirement to provide operations support for Application Servers	Providing operations support	Ongoing	Online access to RGTA and/or AT Link	UK Link Manual
4.	Monitoring of performance, utilisation and efficiency of	Requirement to monitor performance, utilisation and efficiency of Application Servers	Conducting regular monitoring of performance, utilisation and efficiency of	Ongoing	As agreed with the Network Operator	UK Link Manual

	<b>Service Requirement Description</b>	<b>Service Requirement Trigger</b>	<b>Service Requirement Output</b>	<b>Time for Service Requirement Delivery</b>	<b>How Service Requirement Delivered</b>	<b>Corresponding Requirement</b>
	Application Servers		Application Servers			
5.	Fix on Fail correction of Incidents relating to the Applications reported through the Help Desk	Receipt of Incident report from Help Desk	Correcting Incidents relating to Application Managements Services reported through the Help Desk	In accordance with Network Code TPD Section U1.5 and UK Link Manual	Correction of AT Link and/or RGTA and notify via Help Desk or email	UK Link Manual
6.	Essential maintenance and performance improvement of the Applications	Requirement to provide essential maintenance and performance improvement of the Applications	Maintaining and monitoring performance of Applications and, where necessary, improvements	Daily	AT Link and/or RGTA	UK Link Manual
7.	Telecommunications services	Requirement to provide telecommunications services	Providing a physical point on a data centre local area network to enable User connection with the data centre and providing a network address management facility	Ongoing	Access point to telecommunications	UK Link Manual

## **Schedule 3– Security and Business Continuity**

### **1. BUSINESS CONTINUITY MANAGEMENT**

- 1.1 In accordance with Clause 16.1 of this Agreement, the Service Provider shall implement and maintain a Business Continuity Plan relating to its provision of the Services, covering the following events:
- (a) loss or inability to gain access to the sites, facilities and water, gas, electricity or any other utilities;
  - (b) loss of essential computer systems, servers, applications and or telecommunications comprising the IT Systems; and
  - (c) loss of essential site supplies and/or service provisions (including resources).
- 1.2 The Service Provider shall review its Business Continuity Plan at least annually or as it deems necessary and update the Business Continuity Plan to reflect any changes in the business, the Services or any aspect of this Agreement.
- 1.3 The Service Provider shall test the Business Continuity Plan annually to demonstrate its compliance and effectiveness and each Network Operator will have the right to observe.
- 1.4 From the Commencement Date, the Service Provider shall have a Business Continuity Plan and shall submit a copy to each Network Operator. Each time the Business Continuity Plan is updated pursuant to paragraph 1.2 of this Schedule 3 the Service Provider shall submit an updated version of the Business Continuity Plan to the Network Operator.
- 1.5 Within 30 days of receipt of the Business Continuity Plan, each Network Operator shall provide any comments or feedback via the Network Operators' Representative. If necessary the Network Operators' Representative and Service Provider shall discuss any comments and the Service Provider shall prepare a revised Business Continuity Plan.
- 1.6 The Business Continuity Plan shall at a minimum include the following:
- (a) identify critical priority processes;
  - (b) required access to systems and data; and
  - (c) defined roles and responsibilities of a Recovery Team and a Recovery ('Buddy') Site.
- 1.7 In the event of a Business Continuity Incident, the Service Provider shall ensure critical priority processes are maintained, albeit on a limited scale, until operations affected by the Incident are restored and recovered. In the case of loss of systems, the Service Provider shall ensure arrangements are in place for the recovery of critical systems within specified timescales.
- 1.8 In the event of a Business Continuity Incident which affects the IT Systems, the Service Provider shall in accordance with TPD Section U6 adopt a Code Contingency and implement relevant Contingency Procedures, and in accordance with TPD Section U7.6 of Uniform Network Code appropriate steps shall be taken to recover the successful return of the service.

- 1.9 Where necessary, the Service Provider shall make appropriate communication to each Network Operator and other parties who may be affected by a Business Continuity Incident of the Service Provider.
- 1.10 Where necessary, each Network Operator shall make appropriate communication to the Service Provider if the Service Provider is affected by a Business Continuity Incident of any one or more Network Operators. The Service Provider shall, on request, inform Users and any other relevant parties whom a Network Operator's Business Continuity Incident may affect.

## **2 INFORMATION SECURITY**

- 2.1 The Service Provider shall, in accordance with Clause 16.1 of this Agreement, implement and maintain the Information Security Management Policy based on ISO:17799, which accounts for appropriate security measures (both technical and organisational) to prevent unintentional, unauthorised access, modification, destruction or disclosure of information.
- 2.2 The Service Provider shall implement a policy, which demonstrates best practice for managing information securely by ensuring:
- (a) availability and access to information at appropriate times to those authorised to use it;
  - (b) confidential and critical information is treated appropriately; and
  - (c) integrity of information is safeguarded to assure users that information has not been tampered with or otherwise corrupted.
- 2.3 The Service Provider shall ensure all Service Provider Staff act in compliance with the Information Security Management Policy.
- 2.4 The Service Provider shall manage and contain the risks inherent in the exchange and sharing of information when using communication facilities.
- 2.5 The Service Provider shall apply appropriate procedures as contained in the Information Security Management Policy for handling, storage and disposal of information including the identification and protection of records for pre agreed retained periods or by law.
- 2.6 The Service Provider shall report and investigate all breaches, or suspected breaches of the Information Security Management Policy or potential information security vulnerabilities.



## **Schedule 4 – Performance Monitoring and Performance Indicators**

### **1. Performance Indicators**

- 1.1 The Performance Indicators and the Services to which they apply are set out in the following table.
- 1.2 Each Performance Indicator has the priority level set out in the following table to reflect its importance; with priority level 1 having the greatest importance and priority level 4 of the least importance.
- 1.3 The classification and priority level of a Performance Indicator for a Service may be amended by the Service Provider, or all of the Network Operators, to reflect its importance, in accordance with paragraph 2 of this Schedule 4.
- 1.4 The Service Provider shall produce an exception report on a monthly basis, which provides relevant information relating to the non-achievement of the Performance Indicators in accordance with Clause 12.

## PERFORMANCE FRAMEWORK – AGENCY SERVICES AGREEMENT

	Performance Indicator	Priority Level	Service Requirements / Lines		Maximum Volumes
			Service Line	Line Number	
1	Provide 99% availability of AT Link within scheduled service hours at 23 hours per day Monday to Saturday and at 22 hours on Sundays (reflecting Planned Downtime for scheduled maintenance in accordance with UK Link Manual)	1	Part 4 – AT Link and RGTA System Services	1, 2 & 3	Refer to UK Link Manual Supplement Document (where applicable)
2	Provide 99% availability of RGTA within scheduled service hours at 23 hours per day Monday to Saturday and at 22 hours on Sundays (reflecting Planned Downtime for scheduled maintenance in accordance with UK Link Manual)	1	Part 4 – AT Link and RGTA System Services	1, 2 & 3	Refer to UK Link Manual Supplement Document (where applicable)
3	Submit 98% of User scheduled Invoice Documents and supporting information for each Invoice Type on the invoice date for the relevant Billing Period	1	Part 1c – Provision of Transportation and Balancing Invoices	2 & 4	N/A
4	Valid Invoice Queries for calculation errors do not exceed 2% of issued charges, by volume for submitted Invoice Documents in the relevant Billing Period	1	Part 1c – Provision of Transportation and Balancing Invoices  Part 1a – Provide Query Management and Reporting Services	2  27	Refer to No. 6
5	Submit 100% of User Invoice Documents and supporting information for an Ad-Hoc Invoice on dates notified by the Service Provider to the User	1	Part 1c – Provision of Transportation and Balancing Invoices	3 & 4	As per planned Schedule
6	Submit 100% of User Invoice Documents for an	1	Part 1c – Provision of	5 & 6	As per batch

	Adjustment Invoice by month+2 following invoice query resolution		Transportation and Balancing Invoices		type
7	Notify the Network Operators of agreed Invoice Document information for 100% of invoices submitted to Users within D+1 of submission	1	Part 3 – Dataflows to Network Operators	61	N/A
8	Resolve 80% of User Standards of Service Queries within 4 Business Days within the calendar month (except where the Query Type is DUP)  Resolve 95% of User Standards of Service Queries within 10 Business Days within the calendar month  Resolve 98% of User Standards of Service Queries within 20 Business Days within the calendar month  In accordance with the Standards of Service Operational Management Guidelines	2	Part 1a – Provide Query Management and Reporting Services	25	3,500 per calendar month nationally
9	Valid re-submitted queries (PSQs) from the User do not exceed more than 1% within the calendar month	2	Part 1a – Provide Query Management and Reporting Services	25	Refer to No.6
10	Resolve, adjust and invoice 100% of valid GRE queries (not read related) in accordance with the timescales within the GRE Invoice Query Incentive Scheme Methodology	2	Part 1a – Provide Query Management and Reporting Services  Part 1c – Provision of Transportation and Balancing Invoice	29  5	10 per calendar month
11	Resolve 98% of Suppressed Reconciliation Values items (SRVs) - NDM & DM on the reconciliation invoice no later than the second month following suppression of the value	2	Part 1a – Provide Query Management and Reporting Services	31	N/A

	NB. Excludes suppressed items covered by USRV				
12	Submit 100% of Class 2 and Class 3 Modification notifications to UK Link Systems to Users within the specified periods.	2	Part 3 – UK Link Services	3	N/A
13	Submit 100% of files (excluding Transfer of Ownership) in accordance with the UK Link Manual to Users within 2 Business Days of receipt	2	Part 1a – Provide and Maintain a Supply Point Register  Part 1b – Annual Quantity, DM Supply Point Capacity and Offtake Rate Reviews:	2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 16, 17, 18, 22, 23  20, 21	Refer to UK Link Supplement Document (where applicable)
14	Submit 100% of effective transfer of ownership and meter asset notification files in accordance with the UK Link Manual to Users by no later than the 5 <sup>th</sup> day before the proposed Supply Point Registration Date	2	Part 1a – Provide and Maintain a Supply Point Register  Part 2 – Provision of Services in relation to obligations under GT Licence	13, 14, 15  3	Refer to UK Link Supplement Document (where applicable)
15	Submit 95% of estimated opening read files in accordance with the UK Link Manual to Users no later than 15 Business Days after the Supply Point Registration date	2	Part 1b – Metered Volume and Quantity	2	250 per Business Day from the 10 <sup>th</sup> Business Day
16	Record, where valid, 100% of data on the Supply Point Register within 2 Business Days of receipt via files submitted in accordance with the UK Link Manual	2	Part 1a – Record / Submit Data in Compliance with Uniform Network Code  Part 1b – Metered Volume	34  1, 4, 5, 6	Refer to UK Link Supplement Document

			and Quantity		
17	Submit 95% responses to all Unique Sites to Users within Day of receipt plus 2 Business Days	2	Part 1a – Provide and Maintain a Supply Point Register	3, 4, 5, 6, 7, 8, 10, 11, 12, 16, 17, 18, 19, 21, 22 & 23	40 per calendar month
18	Submit 95% responses to Connected System Exit Point (NDM CSEP) notifications to the Connected System Operator within Day of receipt plus 2 Business Days	2	Part 1e – Connected System Exit Points	12	20,000 records per calendar month
19	Each year, provide the Users and Network Operators of the initial proposals for Derived Factors by 30 June and the final proposals for Derived Factors by 14 August with a published notification of Derived Factors for the next Gas Year by the 15 September	2	Part 1f – Demand estimation	12	N/A
20	Each year, notify the registered User of the provisional Annual Quantity for Smaller Supply Points by 31 May and Larger Supply Points by 30 June with further notification of the Annual Quantity and End User Category for the next Gas Year by the 14 September	2	Part 1b – Annual Quantity, DM Supply Point Capacity and Offtake Rate Reviews	16 & 18	N/A
21	Notify the registered User of the revised Bottom Stop Supply Point Capacity in respect of each Daily Meter Supply Meter Point for the relevant Gas Year by 14 September	2	Part 1b – Annual Quantity, DM Supply Point Capacity and Offtake Rate Reviews	18	N/A
22	Provision of 97.5% of valid Daily Meter Reading to Users by 11.00 hours on the day following the day to which the meter reading relates	2	Part 1b – Metered Volume and Quantity	11	Refer to UK Link Supplement Document (where applicable)
23	Recover UK Link Failures within a 5 hours recovery	2	Part 3 – UK Link Services	1 & 2	N/A

	period; or no greater than a recovery period than 24 hours				
24	Submit a response to 100% of amendments to the provisional Annual Quantity and appeals to the Annual Quantity to Users within 15 Business Days	3	Part 1b – Annual Quantity, DM Supply Point Capacity and Offtake Rate Reviews	17, 19, 20	N/A
25	Issue 90% of cash calls by 3pm every Business Day	3	Part 1d – Credit Risk Management and Cash Collection	12	N/A
26	Issue 100% of failure to pay notices on the next Business Day following the Payment Due Date	3	Part 1d – Credit Risk Management and Cash Collection	19	N/A
27	Collect 98% of Cash by the Payment Due Date	3	Part 1d – Credit Risk Management and Cash Collection	17	N/A
28	Collect 100% of Cash by the Payment Due Date + 6 Business Days	3	Part 1d – Credit Risk Management and Cash Collection	17	N/A
29	Record 95% of receipted payments by D+1	3	Part 1d – Credit Risk Management and Cash Collection	17	N/A
30	Review 100% of existing Security arrangements and obtain replacements (if applicable) annually.	3	Part 1d – Credit Risk Management and Cash Collection	1, 2, 3 & 4	N/A
31	Resolve 50% of Network Operator queries within 10 Business Days within the calendar month  Resolve 70% of Network Operator queries within 20 Business Days within the calendar month	3	Part 1a – Provide Query Management and Reporting Services	27	600 per calendar month nationally

	Resolve 90% of Network Operator queries within 40 Business Days within the calendar month				
32	Provide 40% of requests for information and data in relation to complaints to Network Operators within 5 Business Days of receipt  Provide 90% of requests for information and date in relation of complaints to the Network Operators within Business days of receipt	3	Part 3 – Provision of User Reports and Information	29	35 per calendar month
33	Provide supply point information and relevant data to appropriate customers between Monday to Friday 8.30am to 5pm (excluding bank holiday)	3	Part 2 – Provision of Services in relation to obligation under GT Licence	6, 7, 8	100,000 per calendar month
34	Record 95% of Supply Point Meter Reference Numbers on the supply point register within D+1 of receipt (before 3pm) from the relevant contractor (utility infrastructure provider) – Excluding Unique Sites, Shared Supply Meter Points and DM CSEPs	3	Part 1e – Generation of Supply Point Meter Reference Number	18	645 per Business Day
35	Submit 95% of relevant documentation (UK Link Manual, Shipper Interface Document, User Notification Service, etc.) within specified period.	3	Part 3 – UK Link Services	4, 5 ,6, 14	
36	Create 100% of applicant Users as Users within 3 Business Days	3	Part 3 – UK Link Services	13	N/A
37	Install 100% of UK Link provided equipment and UK Link provided software within 45 Business Days of receipt	3	Part 3 – UK Link Services	8	N/A

38	Provide IT Helpdesk 24 hours per day and resolve 90% of User faults and/or queries in accordance with the following Incident Management impact levels (these times are measured and recorded on a call logging system and are timed from when the call is received);		3	Part 3 – UK Link Services	7	N/A	
	Impact	Incident Confirmation					Time to respond
	P1	15 minutes					4 Hours
	P2	30 minutes					8 Hours
	P3	N/A					12 Hours
	P4	N/A					24 Hours
	P5	N/A					2 Days
39	<p>Resolve 50% of User non standards of Service queries within 10 Business Days within the calendar month</p> <p>Resolve 90% of User non standards of Service queries within 20 Business Days within the calendar month</p> <p>Resolve 95% of User non standards of Service queries within 40 Business Days within the calendar month</p>		4	Part 1a – Provide Query Management and Reporting Services	26	1,200 per calendar month	
40	Resolve User project queries in accordance with the agreed project plan and timescales		4	Part 1a – Provide Query Management and Reporting Services	28	As per the agreed project plan	
41	Submit 100% of User notifications within the agreed timescales with the Network Operator		4	Part 3 – Network Operator and User Relationship Management	48	N/A	
42	Produce and deliver relevant Uniform Network Code Standards of Service calculations (where applicable),		4	Schedule 6 – Reporting and Invoicing on Uniform	Paragraph 4	As per Uniform	



	collate reports and produce invoice by the 15th Business Day within the calendar month		Network Code Standards of Service		Network Code Standards of Service (1 <sup>st</sup> Oct 2003)
43	Notify relevant parties of information for 100% of cases in relation to notification of gas illegally taken within 2 Business Days of receipt (excluding safety visit requirements)	4	Part 2 – Provision of Services in relation to obligations under GT Licence	1	500 per calendar month
44	Notify 100% of supply meter points which require a meter inspection to the User by no later than 4 months prior to the mandatory meter inspection date	4	Part 2 – Provision of Services in relation to obligations under GT Licence	4	5000 per calendar month
45	Notify 100% of Supply Meter Points requiring a valid Meter Read (Must Read) to the User and Network Operator by the last Business Day of each calendar month	4	Part 1e – Must Reads	14 & 15	N/A
46	Submit 95% Change documentation (including Evaluation Quotation Report, Business Evaluation report and Change Completion) in accordance with the timescales	4	Schedule 10 – Change Procedure	N/A	50 per calendar month

The following service lines will have an agreed Performance Indicator and level determined at the time when the service is initiated:

- Provision of Transportation and Balancing Invoices: Service Line Numbers 7 to 15
- User Admission and Termination: Service Line Numbers 1 to 11
- UK Link Services: 10 – 13 and 17 – 19.

## **2. Change and Development of Performance Indicators and Service Standards**

- 2.1 The introduction, change or removal of Performance Indicators can only occur as a Change. Subject to paragraphs 2.2 and 2.3 of this Schedule 4, any such introductions, changes or removals will come into force in the month immediately following their agreement unless otherwise agreed.
- 2.2 Where a mandatory Change has arisen due to a Uniform Network Code modification or any other legislative change, all of the Network Operators and the Service Provider may introduce the relevant required Performance Indicators.
- 2.3 In the case of introduction or substitution of a Performance Indicator, where no historic performance and management information is available, a period of at least six months must elapse (or such other period as may be agreed between the Network Operators' Representative and the Service Provider) before a new performance standard can be set for the Performance Indicator.
- 2.4 The performance standard for newly introduced Performance Indicators shall be calculated as 95% of the previous 6 months average performance or at such level (and at such additional Charges) as may be agreed between the Network Operators' Representative and the Service Provider.

## **3. User Feedback**

- 3.1 The Service Provider may implement a programme for conducting User satisfaction surveys and obtaining User feedback for such Services.
- 3.2 The Service Provider shall, within 10 Business Days of receiving user feedback under paragraph 3.1 of this Schedule 4, where required, send the User a response through a User satisfaction report and review form and shall notify the User if it is not possible to respond within such timescale. The Service Provider shall continue to review and provide regular updates until complete resolution has been achieved.
- 3.3 All User feedback, with supporting documentation, where applicable, will be recorded by the Service Provider to ensure a suitable audit trail is maintained.

## Schedule 5 – Parties and Notice Details

### 1. Parties

- (1) Party Name: **Transco plc**
- Company details: [registered in England with number \*\* whose registered office is at \*\* ], in its capacity as owner and operator of the NTS and licensee under the Transporter's Licence authorising the conveyance of gas through NTS (**UK Transmission**)
- Date of becoming a Party: (\*\* )
- (2) Party Name: **Transco plc**
- Company details: [registered in England with number \*\* whose registered office is at \*\* ], in its capacity as owner and operator of one or more LDZ(s) and licensee under the Transporter's Licence authorising the conveyance of gas through such LDZ(s)
- Date of becoming a Party: (\*\* )
- (3) Party Name: **B/W SCA Ltd**
- Company details: [registered in England with number SC264065 whose registered office is at 191 West George St, Glasgow G2 2LD]
- Date of becoming a Party: (\*\* )
- (4) Party Name: **B/W 2 Ltd**
- Company details: [registered in England with number 5046791 whose registered office is at 1-3 Strand, London WC2N 5EH]
- Date of becoming a Party: (\*\* )
- (5) Party Name: **B/W G Ltd**
- Company details: [registered in [Scotland] with number 5167021 whose registered office is at 1-3 Strand, London WC2N 5EH]
- Date of becoming a Party: (\*\* )
- (6) Party Name: **B/W F Ltd**

Company details: [registered in England with number 5167070 whose registered office is at 1-3 Strand, London WC2N 5EH]

Date of becoming a Party: (\*\* )

## 2. Notices

### **UK Transmission:**

Fax:

Email:

F.A.O: the Network Operator Contract Manager

### **[DNO 2]:**

Fax:

Email:

F.A.O: the Network Operator Contract Manager

### **[DNO 3]:**

Fax:

Email:

F.A.O: the Network Operator Contract Manager

### **[DNO 4]:**

Fax:

Email:

F.A.O: the Network Operator Contract Manager

### **[DNO 5]:**

Fax:

Email:

F.A.O: the Network Operator Contract Manager

## Schedule 6 – Reporting and Access to Information

### 1 Access to Information

- 1.1 Subject to paragraph 1.3 of this Schedule 6, the Service Provider shall make available to the Network Operator concerned and/or Network Operators' Representative and shall procure that all Third Party Contracts permit the Service Provider to make available to the Network Operator concerned and/or Network Operators' Representative, in accordance with any provision of this Agreement and otherwise promptly on request:
- (a) any information or analysis reasonably required by the Network Operator concerned and/or Network Operators' Representative (as appropriate):
    - (i) to understand fully how and on what basis the Services are being provided;
    - (ii) for monitoring performance of the Services and compliance by the Service Provider with its obligations under this Agreement, including, without limitation, charges, technical operational requirements, technical competence, staffing policies, confidentiality, procedures for protection and security of data, systems, processes and intellectual property rights and health and safety requirements;
    - (iii) for the accounts of the Network Operator concerned and/or the Network Operators;
    - (iv) for the fulfilment of its reporting and other obligations to the Authority and any other governmental, regulatory or other authority;
  - (b) details of the procedures used by the Service Provider for identifying, evaluating and managing risks, internal controls systems and assurance processes.
- 1.2 Information to be provided under paragraph 1.1 of this Schedule 6 may include, in particular, financial information relating to the activities carried out by the Service Provider, and the costs (forming part of the Service Provider's Cost Base) of carrying out such activities, sufficient to enable the Network Operators to demonstrate compliance with Standard Special Condition [A15(3)(ii)] of their GT Licences. For this purpose, the Network Operators have provided, and the Network Operators' Representative may from time to time revise, a statement (the **ACB Statement**) of the basis on which such costs are to be identified and information prepared. Any revision proposed by the Network Operators' Representative to the prevailing ACB Statement shall be treated as a Change pursuant to Schedule 10.
- 1.3 If in the Service Provider's reasonable opinion, in any one week it would need to spend more than in total fifteen hours dealing with any and all requests for information from the Network Operator concerned and/or Network Operator's Representative under paragraph 1.1 of this Schedule 6, the Service Provider shall not be required to provide such information, unless it agrees to do so, in which event the Service Provider may agree with the Network Operator concerned and/or Network Operators' Representative (as appropriate) any terms on which it will provide the information (including, but not limited to, any charges and any timetable).

### 2 REPORTING

- 2.1 The Service Provider shall provide each Network Operator Contract Manager with management information relating to the Services and the Service Provider's performance in the form of reports. The frequency and format of such reports will be agreed between the Parties.

2.2 The Service Provider shall provide each Network Operator Contract Manager and the Network Operators' Representative with such 'ad-hoc' reports as are reasonably requested. The frequency and format of such reports will be agreed between the Parties.

2.3 The Service Provider shall use all reasonable endeavours to ensure that management information provided under this Agreement shall properly reflect the facts of all activities and transactions and may be relied upon by any Network Operator and the Network Operators' Representative as being complete and accurate at the time of supply.

### **3 AUDIT**

#### **3.1 Financial Audits**

The independent financial auditor of the Service Provider shall review the financial statements including the processes and systems used to generate the financial information annually. The independent financial auditor of the Service Provider shall obtain sufficient appropriate audit evidence to determine with reasonable confidence whether the financial statements are free of material misstatement. The Service Provider shall promptly provide a copy of the auditor's report to each Network Operator.

#### **3.2 Financial Audits – Network Operators**

Where any Network Operator or the Network Operators' Representative requests the provision of assurances relevant to the Services in this Agreement and in accordance with prevailing accounting standards/statute or listing requirements of the Network Operator(s), the Service Provider shall undertake to provide to the Network Operator concerned or the Network Operators' Representative, at the expense of the Network Operator(s), the relevant documentation, as soon as reasonably practicable, for the purposes of fulfilling the obligations of the Network Operator(s).

#### **3.3 Network Operators Audit Processes and Rights**

3.3.1 The Network Operators' Representative, at its cost, shall have the right to audit Services supplied by the Service Provider on giving a minimum of 5 Business Days notice to the Service Provider Contract Manager.

3.3.2 The audit must be carried out by suitably qualified individual(s) independent from those managing this Agreement.

3.3.3 The Network Operators' Representative shall, where necessary, report the results of the audit to the Service Provider as soon as reasonably possible and discuss with the Service Provider the appropriate action and timetable to address any problems identified under the audit. All agreed action shall be recorded in the External Audit Action Plan. The Service Provider shall continue to review and provide regular updates until complete resolution of agreed actions has been achieved. The Network Operators' Representative shall sign off the External Audit Action Plan, as complete, when reasonably satisfied that all actions recorded in the External Audit Action Plan have been carried out.

### **4. REPORTING AND INVOICING ON UNIFORM NETWORK CODE STANDARDS OF SERVICE (LIABILITIES)**

4.1 The Service Provider will calculate, report on and raise invoices in respect of the allocation between Network Operators of UNC liabilities in accordance with this paragraph 4.

- 4.2 UNC liabilities are amounts payable by way of compensation by Network Operators to Users pursuant to the Uniform Network Code Standards of Service.
- 4.3 For the avoidance of doubt, the determination of whether the relevant standards of service have been met, and (if not) of the amounts payable to individual Users, is a Service provided by the Service Provider pursuant to Schedule 2; this paragraph 4 is concerned only with the allocation of such amounts as between the Network Operators.
- 4.4 The Network Operators will agree upon the basis of allocation (the **Liability Allocation Basis**) of UNC liabilities between them in or pursuant to the Joint Governance Arrangements Agreement.
- 4.5 The Network Operators' Representative will provide to the Service Provider the prevailing Liability Allocation Basis. Any change to the Liability Allocation Basis shall be treated as a Change for the purposes of Schedule 10.
- 4.6 Where the Liability Allocation Basis provides for any UNC liability to be allocated to or between Network Operators by reference to data which the Service Provider does not have access to (or is unable to derive based on data which it has access to) as a result of providing Services, as outlined in the Joint Governance Arrangements Agreement, the relevant Network Operator(s) shall provide such data to the Service Provider in appropriate timescales for the Service Provider to comply with paragraph 4.7 of this Schedule 6.
- 4.7 The Service Provider shall each month:
- (a) determine the aggregate amount of UNC liabilities in such categories as may be provided for in the Liability Allocation Basis; and
  - (b) calculate the allocation of such amounts between the Network Operators in accordance with the Liability Allocation Basis.
- 4.8 The Service Provider shall be responsible for the collation and calculation of the UNC liabilities, and for the reporting of all UNC liabilities to the relevant Network Operator by the third day of each month and to Users by third day of each month.
- 4.9 The Service Provider shall be responsible for the invoicing for the Standards of Service liability payments to Users, in accordance with Part 1C of Schedule 2, by issuing an invoice by no later than the fifteenth day of each month.
- 4.10 The Service Provider shall monitor aggregate amounts payable against each of the relevant Compensation Group Limits (for the purposes of TPD Section V13) and provide each Network Operator with updates in accordance with paragraph 4.6 of this Schedule 6.
- 4.11 For the avoidance of doubt, the Service Provider shall have no liability for and shall not be responsible for the payment, collection or debt recovery of Standards of liabilities to or from Users pursuant to any Compensation Rule.

## Schedule 7 – Charges

### 1. Methodology for Charging

The following pricing principles and methods shall be applied during the Term to determine the Charges:

1.1 The costs (the **Cost Base**) of the Service Provider shall be determined as the budgeted sum of the total direct and indirect costs expected to be borne by the Service Provider, within each of the following categories (each a **Cost Base Category**):

- (a) Service Provider Staff and management salaries;
- (b) Service Provider information systems and support services;
- (c) other third party services;
- (d) facilities and property; and
- (e) Gemini information systems and support services.

Included in this Cost Base shall be an amount allocated for Changes forecasted for the Financial Year concerned (the **Change Budget**).

1.2 The Cost Base shall be increased by a profit element equivalent to 6% of the Cost Base, which profit element is intended to enable the Service Providers' business to reward performance and to provide capital for ordinarily-required investment (together the Cost Base and the profit element are referred to as the **Charging Base**).

1.3 The Service Provider may amend the Cost Base and Charging Base during a Financial Year to reflect Changes authorised, in accordance with the Change Procedure in Schedule 10.

1.4 The Cost Base and Charging Base shall be calculated exclusive of the cost of providing any Additional Services. The Service Provider shall issue additional services invoices as set out in paragraph 6 of this Schedule 7.

1.5 The Service Provider shall establish, and may from time to time revise, a methodology (the **Charging Methodology**) for allocating the costs comprised in its Cost Base (together with the profit element in paragraph 1.2 of this Schedule 7) between the Network Operators, by reference to appropriate measures or other indicators of the volumes of Services required by each Network Operator and an appropriate allocation of costs as between each such measure or indicator. Such methodology shall:

- (a) enable the allocation of such costs as between UK Transmission and the Distribution Network Operators, and as between the Distribution Network Operators; and
- (b) specify each individual measure or indicator used or to be used for the allocation of such costs and the amount or unit amount of costs referable to each measure or indicator.

1.6 The Service Provider shall provide a copy of the Charging Methodology to each Network Operator. The determination of the Service Provider as to the Charging Methodology shall be final and binding of each Network Operator.

### 2. Pricing Statement



- 2.1 Not less than six weeks prior to the start of each Financial Year, the Service Provider shall, conduct an annual review of the Cost Base (the **Price Review**). This Price Review will be the basis for setting the Cost Base for the coming Financial Year and may result in a decrease or increase in the Cost Base from the then current Financial Year and/or a change in the allocation of the Cost Base.
- 2.2 Not less than six weeks prior to the start of each Financial Year, the Service Provider shall publish a pricing statement (the **Pricing Statement**) setting out allocation of the total Cost Base and the Charging Base in accordance with the prevailing Charging Methodology, on the basis of forecast values for each Network Operator of the measures and/or indicators in the Charging Methodology and providing relevant supporting information. The Service Provider shall also set out in the Pricing Statement its forecast of the Charging Base for each Financial Year of the remaining formula period. The Pricing Statement shall be substantially in the form set out in Annex 1 to this Schedule.
- 2.3 Where required, the Service Provider shall publish an updated Pricing Statement as a result of a Change Authorisation in accordance with Schedule 10, paragraph 2.4.
- 2.4 On written request from the Network Operators' Representative, the Service Provider shall produce for a regulatory price review, a financial forecast for each Financial Year of the proposed formula period, in a form agreed by the Network Operators' Representative.

### **3. Pricing Schedule**

- 3.1 Not less than four weeks prior to the start of each Financial Year, the Service Provider shall prepare and publish an individual pricing schedule (the **Pricing Schedule**) for each Network Operator, which sets out total Charges and monthly instalments of the Charges due from each Network Operator for the Financial Year in question.
- 3.2 The Pricing Schedule shall be substantially in the form set out in Annex 2 to this Schedule 7.

### **4. Invoicing**

- 4.1 Each Network Operator will be invoiced for the Charges in twelve monthly instalments as set out in the Pricing Schedule.
- 4.2 The Service Provider shall submit a monthly invoice to each Network Operator for each instalment of the Charges on the last Business Day of the calendar month in which the Services to which it relates are provided. Each Network Operator shall pay each invoice 10 Business Days following the date of the invoice.
- 4.3 Within sixty (60) days of the end of each Financial Year, the Service Provider shall publish a reconciliation statement (the **Reconciliation Statement**) setting out the reconciliation of forecast Change Budget values and actual Change Budget values for each Network Operator. Where required, the Service Provider shall issue any reconciliation invoices in accordance with the Reconciliation Statement.

### **5. Investment and Change Expenditure**

- 5.1 Where any Change exceeds or is forecasted to exceed the Change Budget or where the Change is greater than a value of £1,000,000.00, the Service Provider shall obtain approval for additional investment as set out in Schedule 10.

- 5.2 Where a Change Budget Approval has been authorised, the Service Provider shall allocate the Charges to each Network Operator in accordance with the methodology described in paragraph 1 of this Schedule 7.
- 5.3 Where a Change is requested pursuant to paragraph 3 of Schedule 10, all charges relating to that Change shall be charged to and shall be payable by the relevant Network Operator in accordance with paragraph 3.3.2 of Schedule 10 and paragraph 6 of this Schedule 7.
- 5.4 Where any Change exceeds or is forecasted to exceed the Change Budget or where the Change is greater than a value of £1,000,000.00, the Service Provider shall invoice each Network Operator for charges relating to an authorised Change either in accordance with the Change Budget Approval or by publishing a revised Pricing Statement for the then current Financial Year which takes in to account the new Cost Base and/or its allocation as a result of that Change or as otherwise agreed between the Network Operator and the Service Provider.
- 5.5 If any Change shall impact on the on-going costs of providing the Services or the allocation of the Cost Base to each Network Operator, the Service Provider may publish a revised Pricing Statement for the then current Financial Year which takes in to account the new Cost Base and/or its allocation.

## **6. Additional Services**

- 6.1 The Service Provider may raise an invoice in respect of Additional Services in circumstances where it is agreed that the ordinary Pricing Statement should not apply to the Additional Service in question.
- 6.2 The Service Provider shall issue such an invoice, with supporting information, to the relevant Network Operator(s) on any Business Day during the calendar month in which the Additional Services were provided or as otherwise agreed between the relevant Network Operator(s) and the Service Provider.
- 6.3 The relevant Network Operator(s) shall pay any additional services invoice within 10 Business Days following the date of invoice.

# **Annex 1**

## **Form of Pricing Statement**

*Effective from*

**Issued [date]**

**1. INTRODUCTION**

This publication sets out the Charges, which will apply from [date] for the Services provided as set out in the Services Agreement.

Defined terms used in this Pricing Statement have the meaning given to them in the Services Agreement.

For more information on the Charges set out below, contact [insert name].

**2. CHARGING METHODOLOGY**

The Charges in this Pricing Statement have been derived from the prevailing Charging Methodology established by the Service Provider under the Services Agreement. The following is a summary of the prevailing Charging Methodology:

[ ]

**Cost Identification**

The Charges associated with the provision of the Services for 2004/5 have been based on an evaluation of the Services to be provided by the Service Provider and a forecast of costs relating to resources, systems and support activities necessary to provide these Services. All functional costs identified have been attributed to UK Transmission or distribution networks as described in the Charging Methodology. The detailed methodology is available for review by the Network Operators' Representative.

**3. SERVICES COST MODEL**

**Total Cost Base**

The annual forecast costs to operate the Service Provider for [date] are: - £[ ].

**Total Charging Base**

The Charging Base for [date] is £[ ].

**Cost Base Allocation**

The measures and/or indicators for charging, and the amount or proportion of the Cost Base allocated shall be as set out in the table below.


**Cost Base Allocated to UK Transmission**

The UK Transmission Cost Base for [date] shall be [X]% of the Cost Base Category a, b, c and d and shall be [Y]% of the Cost Base Category e. The total Charging Base allocated to UK Transmission shall be £[X + Y].

**4. PRICING SCHEDULE**

A Pricing Schedule shall be produced for each Network Operator setting out the Charges payable by each Network Operator for [date], based, in the case of each distribution network, on [state the relevant measures/indicators] for each distribution network.

The Pricing Schedule shall also include the 12 monthly payment charges.

**5. FINANCIAL FORECAST FOR THE FORMULA PERIOD**

Based on the current Services provided and the applied volumes (including maximum limits), the financial forecast Cost Base for the Service Provider for each Financial Year of the remaining formula period is set out in the below table:

		Financial Forecast (per year)	
	Cost Base Pool (%)	2005 / 6	2006 / 7

Note 1. The above Cost Base allocations for each measure/indicator are based on [date] figures and are subject to review in accordance with the Price Review and application of the agreed cost allocation methodology.

Note 2. The above financial forecasts are based on no significant resource or cost changes and shall be subject to change in accordance with the terms and conditions of the Services Agreement.

## **Annex 2**

# **Form of Pricing Schedule**

On behalf of [*name of Network*]

*Effective from*

**Issued[*date*]**

**1. INTRODUCTION**

This publication sets out the Charges, which shall apply for the Financial Year [date] for the Services provided as at [date] pursuant to the Agreement.

Defined terms used in this Pricing Schedule shall have the meaning given to them in the Agreement.

**2. CHARGES**

The table attached to this Pricing Schedule sets out the Cost Base allocated to the [name of Network Operator], and the Charging Base allocated to [name of Network Operator]. The Charging Base is allocated to [name of Network Operator] in the same percentages as the Cost Base. The table is not, however, applicable to UK Transmission.

Subject to any Changes and Additional Services, the total Charges payable by [name of Network Operator] for the Financial Year [financial year] shall be £[total taken from attached table]

**3. PAYMENT**

The Charges shall be invoiced monthly in 12 instalments in accordance with the terms and conditions of the Agreement.

<b>Contract Month</b>	<b>Total Monthly Amount (£)</b>
Month 0	
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	

Please note, the above costs and payments are subject to change in accordance with the terms and conditions of the Agreement (including Pricing Statement).

Network Charges	Allocated Cost Base (%)	Allocated Cost Base (£)	Allocated Charging Base (%)	Allocated Charging Base (£)		



## **Schedule 8 – Network Operator Responsibilities**

### **1 GENERAL**

- 1.1 In accordance with Clause 4.1 of this Agreement, a Network Operator shall perform each of the obligations set out in this Schedule 8.
- 1.2 Where a Network Operator is required to respond to the Service Provider within an agreed period in accordance with this Schedule 8, the agreed period is based on the equivalent or related requirement in the Uniform Network Code and accordingly gives rise to no obligation on the Service Provider to respond to the User within the same or a shorter period.
- 1.3 In performing its obligations under this Schedule 8, each Network Operator shall, where required, utilise the relevant IT Systems (as may be from time to time notified to each Network Operator by the Service Provider).
- 1.4 Each Network Operator shall ensure the Service Provider has access to relevant IT Systems required to provide the Services in this Agreement (as may be from time to time notified to the Service Provider by each Network Operator).
- 1.5 Where the Service Provider or Contract Manager notifies a Network Operator or the Network Operators' Representative of a User operational issue, the relevant Network Operator or the Network Operators' Representative shall use its reasonable endeavours to resolve the User operational issue with the relevant User within 10 Business Days of receipt of the Service Provider's or Contract Manager's notification (or within such other period as may be agreed by the Service Provider or the Contract Manager). Where the operational issue has an impact on, the timing and/or submission of Invoice Documents a Network Operator or the Network Operators' Representative shall endeavour to resolve the issue as soon as reasonably practicable.

### **2 REFERRALS**

- 2.1 Following the submission of a nomination referral notice by the Service Provider to a Network Operator, the relevant Network Operator shall assess the feasibility of making gas available for offtake from the System at the relevant Supply Point and respond to the Service Provider within:
  - (a) 12 Business Days of receipt of the referral; or
  - (b) where the Supply Point comprises a Shared Meter Supply Point or a NExA Supply Meter Point, the period specified in the Shared Supply Meter Point Procedures.
- 2.2 Following the submission of a Capacity Revision Application a Network Operator shall assess the application for revised capacity and respond to the User or Service Provider within 21 Business Days of receipt of the referral.

### **3 QUERIES**

- 3.1 A Network Operator may only submit and receive Queries from the Service Provider by ConQuest (or Conventional Notice or email for certain Invoice Query types).
- 3.2 Following a request from the Service Provider submitted by ConQuest (or Conventional Notice or email for certain Invoice Query types) relating to a User query which requires a Network Operator to undertake a site visit, the relevant Network Operator shall undertake a

site visit and respond appropriately (and in the format in which the request was submitted) to the Service Provider within 5 Business Days of receipt of the request.

3.3 Following a request from the Service Provider submitted by ConQuest relating to an AGG, DAG or ISO User query a Network Operator shall respond appropriately to the Service Provider within 10 Business Days of receipt of the request.

3.4 Following a request from the Service Provider submitted by ConQuest relating to a Non Standard of Service query a Network Operator shall respond appropriately to the Service Provider within 10 Business Days of receipt of the request.

#### **4 USER ADMISSION AND TERMINATION**

4.1 Where an applicant User has satisfied the Uniform Network Code accession requirements a Network Operator shall notify the Service Provider accordingly within 1 Business Day of the applicant User satisfying the last of the accession requirements.

4.2 Where an applicant User's license restricts the premises to which gas may be conveyed a Network Operator shall notify the Service Provider accordingly within 1 Business Day of the applicant User satisfying the last of the accession requirements.

4.3 Where a User's Relevant Code Indebtedness exceeds 85%, in accordance with V3.3.2, of the User's Code Credit Limit a Network Operator shall notify the Service Provider (so that the Service Provider may apply the relevant sanctions with effect from the following Business Day).

4.4 Where a User ceases to be a User by reason of voluntary discontinuance a Network Operator shall notify the Service Provider within 1 Business Day.

4.5 Where a Network Operator wishes to submit a Termination Notice to a User, that Network Operator shall notify the Service Provider accordingly.

#### **5 METER READINGS**

5.1 Each Network Operator shall ensure that it enters into necessary contracts with Meter Reading agents to ensure that the requirements of this Agreement are fulfilled.

5.2 Each Network Operator shall provide (or procure the provision) to the Service Provider via contracted Meter Reading agents of Meter Readings for Daily Read Supply Meters (including Unique Sites), Primary Supply Meter Points and Sub-deduct Meter Points in accordance with the requirements (including as to frequency of provision) of the Uniform Network Code.

5.3 Following a request for an update following a failure by a User to provide a valid Meter Reading a Network Operator shall provide an update to the Service Provider within 40 Business Days of receipt.

5.4 Each Network Operator shall notify the Service Provider as soon as reasonably practicable following it becoming aware that Daily Read Equipment is malfunctioning or otherwise is not operational.

#### **6 NETWORK OPERATOR SYSTEMS**

6.1 Each Network Operator will provide all data flows in accordance with the format and frequency as at the Commencement Date and changes shall be requested and implemented only in accordance with the Change Control Procedure set out in Schedule 10.

- 6.2 A Distribution Network Operator will provide the following data flows to the Service Provider:
- (a) TeAR to S&M Database – transfer of data from a Network Operator asset repository to the S&M Database on completion of a transaction into the TeAR System;
  - (b) E&MW Database to S&M Database – meter asset updates from the E&MW Database to the S&M Database;
  - (c) Dataloggers to S&M Database – Daily Meter Readings from a datalogger system operated by Transco Metering on behalf of a Network Operator to S&M Database;
  - (d) Dataloggers to Unique Sites – Daily Meter Readings from a datalogger system operated by Transco Metering on behalf of a Network Operator to Unique Sites database;
  - (e) Proteus via IX Network – Meter Readings procured by Transco Metering on behalf of a Network Operator and submitted daily via the IX Network to the Service Provider systems for updating to S&M Database; and
  - (f) Access to AQS – details of new CSEPs registered by a Network Operator recorded on AQS network system and access required by the Service Provider to validate dataflows from an independent Gas transporter in relation to the new CSEP.

6.3 UK Transmission will provide the following data flows to the Service Provider:

- (a) SC95 to S&M Database – Composite Weather Variable data transferred daily for the purposes of Metered Volume calculation;
- (b) SC95 to ODS – Daily data transfer to allow reporting against SC95 data though ODS;
- (c) SC95 to AT Link – data transfer to allow facilitation of Unique Sites allocation, LDZ demand figures and LDZ Shrinkage figures.

## **7 OPERATIONAL MANAGEMENT OF SETTLEMENT SYSTEMS**

Each Network Operator shall be responsible for ensuring the effective operation of the IT System by its employees and sub-contractors in fulfilling Uniform Network Code obligations; and ensure that at all times its staff are suitably competent, skilled, experienced and trained in the use of the IT Systems.

## **8 USER AGENTS**

8.1 Where a User appoints a User Agent (in accordance with TPD Section U6) a Network Operator will, by not later than 20 Business Days (or such other date in accordance with the timescales for the provision of UK Link provided equipment and UK Link provided software in accordance with Schedule 2 Part 3 Service Requirements 8 and 9) prior to the effective date of the User Agent's appointment, provide the Service Provider with each of the details referred to in TPD Section U6.3.1.

8.2 Where the User terminates the appointment of the User Agent (or otherwise revises the terms of appointment) a Network Operator will immediately notify the Service Provider of such termination or revision and the date on which the termination or revision is to have effect.

## **9 UNIFORM NETWORK CODE STANDARDS OF SERVICE**

Where a Network Operator is responsible for the delivery and reporting of Uniform Network Code Standards of Service, as set out in Schedule 6 paragraphs 4.3 and 4.4, that Network Operator shall provide to the Service Provider the calculation of liability payments and supporting information by the 15th day of the proceeding month.

## **10 INVOICE DATA REQUIREMENTS**

Each Network Operator shall provide data and information to the Service Provider in accordance with the relevant Operating Documents within agreed timescales necessary for the submission of Invoice Documents by the Service Provider in accordance with Schedule 2 Part 1C.

## **11 INTEREST CALCULATION**

Each Network Operator shall provide details of payment history of subsequently adjusted invoices, for interest calculation purposes.

## **12 INVOICE QUERIES (DISPUTES)**

12.1 Each Network Operator shall notify the Service Provider of 'netting off' values for the purposes of adjustments to Invoice Documents following the resolution of individual Invoice Queries.

12.2 Following payment by a User of an amount the subject of an Invoice Query, a Network Operator shall inform the Service Provider of the payment of the relevant amount and the date on which the payment was received.

12.3 The Service Provider shall update relevant systems with appropriate payment information provided by a Network Operator.

## **13 AD-HOC INVOICE GENERATION**

Where a Network Operator is responsible for the calculation and preparation of relevant Ad-hoc Invoices, that Network Operator shall provide to the Service Provider the relevant information by means of Billing 2000 in accordance with Schedule 2 Part 1C.

## **14 TRANSPORTATION CHARGING RATES**

Where a Network Operator requires a change to the rates or amounts of Transportation Charges, that Network Operator shall notify, in an agreed format, the Service Provider not less than two months before the proposed date of implementation of the revised Transportation Charges.

## **15 ENERGY BALANCING – CREDIT RISK MANAGEMENT PAYMENTS**

UK Transmission shall process relevant payment and account information in accordance with Schedule 2 Part 1D with twenty-four (24) hours of the receipt of such information.

## **16 DEMAND ESTIMATION**

16.1 Each Network Operator shall ensure that it enters into necessary contracts with a sample data third party provider to ensure that the requirements of this Agreement are fulfilled and sample sizes maintained at current levels or as otherwise agreed by the relevant Network Code Sub-Committee.

- 16.2 Each Network Operator shall provide to the Service Provider relevant information, in accordance with TPD Section H of the relevant Operating Documents, to support the demand estimation process.
- 16.3 Each Network Operators' Representative shall ensure agreement(s) to the annual NDM analysis within timescales determined by the Service Provider.
- 16.4 UK Transmission shall provide to the Service Provider the forecast, future year weather and demand models for input into the NDM EUC profiling by agreed timescales.

## **17 METER WORKS COMPLETION**

Each Network Operator shall provide metering information in relation to Meter Works completion for Special Meter Supply Points within 5 Business Days of completion.

## **18 FOUND GAS SUPPLY**

Where a Network Operator identifies a Supply Meter Point capable of flowing gas, which is not reflected on the Sites and Meters database, that Network Operator shall notify the Service Provider as soon as reasonably practicable.

## **19 NEW CONNECTION POST CODES**

A Network Operator shall notify the Service Provider of the relevant Local Distribution Zone for new Supply Meter Points (including actual post code) as soon as reasonably practicable to ensure Supply Meter Points are allocated to the correct Local Distribution Zone in the Supply Point Register.

## **20 GAS ILLEGALLY TAKEN (THEFT OF GAS) NOTIFICATION**

- 20.1 Where a Network Operator is aware of an incident of the illegal taking of gas, that Network Operator shall inform the Service Provider within four (4) hours, and where agreed by that Network Operator and the Service Provider, provide such further information as agreed.
- 20.2 Where a Network Operator is made aware of the illegal taking of gas at a point on a System in respect of which there is no Registered User (or there is no requirement for there to be a Registered User), that Network Operator will as soon as reasonably practicable notify the Service Provider of relevant consumer, appliance or equipment (where appropriate) and the date and duration and quantity of gas illegally taken.

## **21 WET GAS**

Where the Authority has made determination specifying in respect of any area an amount of water vapour to be contained in gas conveyed in the relevant System, the relevant Network Operator shall notify the Service Provider as soon as reasonably practicable.

## **22. SUPPRESSED RECONCILIATION**

Each Network Operator shall notify the Service Provider of the date on which payment is received from Users of Invoice Documents containing Invoice Items comprising User Suppressed Reconciliation Charges.

## **Schedule 9 – Contract Management Procedures**

### **1. CONTRACT MANAGEMENT TEAM**

- 1.1 In accordance with Clause 9 of this Agreement, each Party shall appoint a Contract Manager who will be the single point of contact to deal with the overall management of this Agreement. The Service Provider shall form a contract management team which will be the point of contact for each Network Operator Contract Manager.
- 1.2 The Contract Managers shall be responsible in the first instance for the following:
- (a) managing the commitments of the Parties;
  - (b) monitoring and reporting on the Parties' compliance with their obligations;
  - (c) monitoring the Performance Indicators in accordance with Schedule 4;
  - (d) assessing the provision of management information and performance reporting in accordance with Schedule 6;
  - (e) identifying areas of improvement and recovery and, where required managing and contributing to any rectification programme and timetable;
  - (f) providing communication links between the Service Provider and each Network Operator;
  - (g) arranging and ensuring appropriate attendance at contract management meetings as defined in paragraph 3 of this Schedule 9;
  - (h) authorising, issuing and ensuring payment of invoices with supporting billing information and dealing with any invoice queries;
  - (i) receiving, investigating and resolving queries relating to this Agreement;
  - (j) managing and resolving any issue or problems arising from the delivery of the Services to each Network Operator and / or a User;
  - (k) resolving and, where necessary, escalating disputes in accordance with the dispute resolution procedures set out in Clause 34;
  - (l) reviewing any issues raised via User feedback and providing updates until a resolution is achieved;
  - (m) providing feedback in respect of the Services and Performance Indicators;
  - (n) considering changes to the Charges; and
  - (o) reviewing proposed changes to Operating Documents and identifying any material changes to be made in accordance with the Change Control Procedure.
- 1.3 The Service Provider will inform each Network Operator Contract Managers of the responsibilities in paragraph 1.2 of this Schedule 9 which the Service Provider considers are applicable to it.

- 1.4 The Service Provider shall appoint an IS Service Delivery Manager who shall be the point of contact for management of IS Services. The IS Service Delivery Manager's roles and responsibilities shall include, but not be limited to, the following:
- (a) managing the commitments of the Service Provider under this Agreement;
  - (b) monitoring and reporting on the delivery of IS Services;
  - (c) monitoring Performance Indicators in accordance with Schedule 4;
  - (d) assessing the provision of management information and performance reporting;
  - (e) identifying and/or receiving, investigating and resolving escalated incidents arising from the delivery of IS Services;
  - (f) arranging appropriate attendance at IS Service management meetings;
  - (g) providing IS communication links between the Service Provider and each Network Operator;
  - (h) developing and maintaining IS customer relationships between the service Provider and each Network Operator;
  - (i) managing and resolving issues which arise from the delivery of Change to IS Services; and
  - (j) coordinating and agreeing with each Network Operator or Network Operators' Representative the systems business continuity and incident management arrangements.

## **2. CHANGE MANAGEMENT TEAM**

- 2.1 Each Party shall appoint a Change Manager who will be the single point of contact for the management of any Change to this Agreement. The Change Managers shall form the change management team (the **Change Management Team**).
- 2.2 The Change Managers shall be responsible in the first instance for the following:
- (a) managing Changes in accordance with the procedures set out in Schedule 10;
  - (b) reviewing any initiatives and industry developments and providing provisional assessment of their impact, if any, on this Agreement;
  - (c) proposing the Change Budget, monitoring the Change Budget and assessing the provision of information relating to budget forecasts and expenditure;
  - (d) reviewing the priority of approved Changes against the overall budget and outstanding Changes;
  - (e) arranging and ensuring appropriate attendance at the Change Management Steering Group;
  - (f) monitoring Change requests and assessing management information on the progress of Changes;

- (g) co-ordinating communication between the respective parties relating to Change management;
- (h) managing and resolving issues which arise from the progress and delivery of Change;
- (i) providing feedback during and at completion of the Change delivery process;
- (j) obtaining sign-off signatories after delivery and implementation of Change; and
- (k) considering changes to the Charges.

### **3. MEETINGS**

#### **3.1 Contract Management Review Meeting**

3.1.1 Each Network Operator Contract Manager, the Service Provider's Contract Manager and, as necessary, the relevant management representatives from the Service Provider and the Network Operators shall meet monthly or as otherwise agreed at the offices of the Service Provider or such other location as may be agreed at the previous meeting. The Contract Managers may from time to time elect to hold the meeting by telephone.

3.1.2 The purpose of such meetings shall be to review performance and compliance with this Agreement.

3.1.3 The Service Provider's Contract Manager shall submit to the Network Operator Contract Manager an agenda at least 5 Business Days prior to a normal scheduled meeting, which agenda shall, at minimum include the following items:

- (a) Services and Performance Indicators;
- (b) performance and reporting;
- (c) invoicing and billing;
- (d) customer feedback;
- (e) risk; and
- (f) priority of actions.

3.1.4 The Service Provider shall, using appropriate business and market analysis models, forecast monthly and annual workload volumes and productivity and workload volume data shall be used to plan the resources and costs required to carry out the agreed services to the required performance levels. The Service Provider Contract Manager shall notify the Network Operator Contract Manager at least 5 Business Days prior to a normal scheduled meeting of any such planning and forecasting issues to be discussed at the meeting.

3.1.5 The Service Provider Contract Manager shall be responsible for taking the minutes of each meeting and supplying for approval copy minutes to the Network Operator Contract Manager within 5 Business Days of the meeting. The Network Operator Contract Manager shall notify the Service Provider Contract Manager of any amendments within 5 Business Days of receipt of the minutes.

#### **3.2 Contract Management Steering Group**



- 3.2.1 All of the Contract Managers will receive invitations to attend a meeting quarterly or as may otherwise be agreed at the offices of the Service Provider or such other location as may be agreed at the previous meeting.
- 3.2.2 The purpose of such meetings shall be to conduct a high level strategic review of this Agreement and the ongoing relationship between the Service Provider and the Network Operators.
- 3.2.3 The Service Provider Contract Manager shall submit to the Contract Managers and the Network Operators' Representative an agenda at least 5 Business Days prior to a normal scheduled meeting, which agenda shall, at minimum include the following items:
- (a) service delivery and performance;
  - (b) service failures including any disputes;
  - (c) strategy and key change programmes, including budget approval where necessary; and
  - (d) contract pricing.
- 3.2.4 The Service Provider Contract Manager shall notify the Network Operators Contract Managers at least 5 Business Days prior to a normal scheduled meeting of any such planning and forecasting issues as described in paragraph 3.1.4 of this Schedule 9 to be discussed at the meeting.
- 3.2.5 The Service Provider Contract Manager shall be responsible for taking the minutes of each meeting and supplying copy minutes for approval to the Network Operator Contract Managers within 5 Business Days of the meeting. The Network Operator Contract Manager shall notify the Service Provider Contract Manager of any amendments within 5 Business Days of receipt of the minutes.

### **3.3 Change Management Steering Group**

- 3.3.1 The Change Managers, the Network Operators' Representative and, as necessary, the relevant management representatives from the Service Provider and the Network Operator shall meet quarterly, or at such time as they deem necessary in light of the occurrence of a Change, at the offices of the Service Provider or such other location as may be agreed at the previous meeting. The members may from time to time elect to hold the meeting by telephone.
- 3.3.2 The purpose of such meetings shall be to review, agree and prioritise Changes and assess agreed Changes against the Change Budget.
- 3.3.3 The Change Management Steering Group shall have the role of proposing the Change Budget for each Financial Year.
- 3.3.4 The Service Provider Change Manager shall submit to the Network Operators' Representative an agenda at least 5 Business Days prior to a normal scheduled meeting, which agenda shall, at minimum include the following items:
- (a) Changes recommended by the Service Provider;
  - (b) progress of agreed Changes;
  - (c) risks and issues identified;
  - (d) sign off of implemented Changes;

- (e) Change requests not approved and identified business development;
- (f) completed Evaluation Quotation Report and/or Business Evaluation Reports;
- (g) Change Budget and assessment of additional expenditure requirements; and
- (h) Network Operators' feedback.

3.3.5 The Service Provider Change Manager shall be responsible for taking the minutes of each meeting and supplying copy minutes to the Network Operators' Representative for approval within 5 Business Days of the meeting. The Network Operators' Representative shall notify the Service Provider Change Manager of any amendments within 5 Business Days of receipt of the minutes.

## Schedule 10 – Change Control Procedure

### 1. PRINCIPLES

- 1.1 Any Party may at any time request Changes in accordance with this Change Control Procedure.
- 1.2 This Procedure applies to all Changes, including:
  - (a) a Change as a result of a change in the GT Licence, the Joint Governance Arrangements Agreement the Supply Point Administration Agreement, the Uniform Network Code and/or the UK-Link Manual (including a UK Link Modification change request);
  - (b) a commercial Change or requirement with no impact on the GT Licence, the Joint Governance Arrangements Agreement, the Supply Point Administration Agreement, the Uniform Network Code which results in a Change to existing Services or Performance Indicators;
  - (c) a commercial Change or requirement with no impact on the GT Licence, the Joint Governance Arrangements Agreement, the Supply Point Administration Agreement, the Uniform Network Code which results in a new Service(s);
  - (d) Change to the IT Systems; or
  - (e) Changes in law.

### 2. PROCEDURE

#### 2.1 Change Order

- 2.1.1 The Network Operators' Representative shall issue a written request for the Service Provider to investigate a Change. A request for a Change shall be submitted as a change order (a **Change Order**) and shall be supplied by the Network Operators' Representative.
- 2.1.2 A Change Order shall be in the form as agreed between the Parties and shall contain the following:
  - (a) the title of the Change;
  - (b) the date of the request or recommendation for the Change;
  - (c) the reason for and objective to the Change; and
  - (d) the date of expiry of validity of the Change Notice.

#### 2.2 Evaluation Quotation Report

- 2.2.1 For each Change Order submitted, the Service Provider shall, within 10 Business Days of receiving the Change Order, supply the Network Operators' Representative with a high level evaluation quotation report (an **Evaluation Quotation Report**) containing the following:
  - (a) commercial and contractual impacts, including any impact on the UK Link;

- (b) consequential changes to the Services, the Performance Indicators and any other effects to this Agreement;
  - (c) an approximate timetable for completion of the business evaluation; and
  - (d) the estimated business evaluation costs.
- 2.2.2 If the Service Provider is unable to prepare the Evaluation Quotation Report within the specified period under paragraph 2.2.1 of this Schedule 10 then it shall notify the Network Operators' Representative of the period of time required to prepare the Evaluation Quotation Report. If the Network Operators' Representative is dissatisfied with the period of time required to prepare the Evaluation Quotation Report the dispute resolution procedures set out in Clause 34 shall apply.
- 2.2.3 A recommendation for a Change (a **Change Recommendation**) by the Service Provider shall be submitted as an Evaluation Quotation Report direct to the Network Operators' Representative at the time of the recommendation.
- 2.2.4 A Evaluation Quotation Report shall be valid for a period determined at issue of the report.
- 2.2.5 The Network Operators' Representative shall within the period of validity of the Evaluation Quotation Report:
- (a) approve the Evaluation Quotation Report by signing and sending to the Service Provider a business evaluation order in the form agreed between the Service Provider and the Network Operators' Representative (the **Business Evaluation Order**); or
  - (b) where a Change Order was submitted, inform the Service Provider that it no longer wants to proceed with the Change; or
  - (c) where a Change Order was made, inform the Service Provider that it wants to reassess the details of the Change Order; or
  - (d) where a Change Recommendation was made, inform the Service Provider that it requires more information; or
  - (e) inform the Service Provider that it does not accept the Evaluation Quotation Report and provide reasons for its decision.
- 2.2.6 A Business Evaluation Order shall contain the following:
- (a) the allocated Change number;
  - (b) the title of the Change;
  - (c) the date of the Change Order or Change Recommendation;
  - (d) the reason for and objective to the Business Evaluation; and
  - (e) the date of expiry of the validity of the Business Evaluation Order.
- 2.2.7 If no decision has been made to accept or reject the Evaluation Quotation Report by the end of its validity period, it shall lapse and shall thereafter no longer be capable of acceptance or rejection.
- 2.3 Business Evaluation**
- 2.3.1 If the Network Operators' Representative, in accordance with paragraph 2.2 of this Schedule 10, accepts the Evaluation Quotation Report within the validity period the Service Provider shall, within 10 Business Days, or as otherwise agreed, of receipt of the Business Evaluation

Order, notify the Network Operators' Representative of the estimated timescale for completion of the business evaluation report (the **Business Evaluation Report**).

- 2.3.2 The Business Evaluation Report shall be in a form to be agreed between the Parties and shall contain the following:
- (a) a detailed description;
  - (b) options and recommendations;
  - (c) commercial and contractual impacts, including any impact on the UK Link;
  - (d) project management indicators;
  - (e) resource requirements;
  - (f) estimated development costs;
  - (g) budget indicators; and
  - (h) estimated timeframes.
- 2.3.3 A Business Evaluation Report shall be valid for the period stated in the report.
- 2.3.4 The Network Operators' Representative shall within the period of validity of the Business Evaluation Report:
- (a) accept the Business Evaluation Report by signing and sending to the Service Provider a change authorisation in the form agreed between the Service Provider and the Network Operators' Representative (the **Change Authorisation**); or
  - (b) accept the Business Evaluation Report by signing and returning it to the Service Provider but with an indication that no further action is required; or
  - (c) inform the Service Provider that it wishes to reassess the details of the Business Evaluation Order; or
  - (d) inform the Service Provider that it requires further information; or
  - (e) inform the Service Provider that it does not accept the Business Evaluation Report and provide reasons for its decision.
- 2.3.5 If no decision has been made to accept or reject the Business Evaluation Report by the end of its validity period, it shall lapse and shall thereafter no longer be capable of acceptance or rejection.
- 2.3.6 If the Network Operators' Representative, accepts the Business Evaluation Report within the validity period the Service Provider shall, within 5 Business Days of receipt of the Change Authorisation, determine which of the following steps is to be applied:
- (a) Change Budget Approval in accordance with paragraph 2.4 of this Schedule 10; or
  - (b) Change Management in accordance with paragraph 2.5 of this Schedule 10.

## **2.4 Change Budget Approval**

- 2.4.1 Where a Change will have the effect of exceeding the allocated Change Budget or the Change will be of a value greater than £1,000,000, the Service Provider will require a Change Budget Approval, unless the Service Provider and Network Operators' Representative agrees that the Change shall be financed through revising the Pricing Statement and consequential Changes or in some other agreed way as agreed pursuant to paragraph 5.4 of Schedule 7.
- 2.4.2 If the costs of the preparation of the Business Evaluation Report will lead to the Change Budget being overrun, the Service Provider shall require Change Budget Approval for those costs.

- 2.4.3 If, during implementation of the Change, the Change has the effect of exceeding the allocated Change Budget, the Service Provider will require a Change Budget Approval before implementation of the Change can be progressed and shall notify the Network Operators' Representative of the need for Change Budget Approval in accordance with this paragraph 2.4 of this Schedule 10.
- 2.4.4 The Network Operators' Representative may provide the Change Budget Approval at the time of the Change Authorisation, the Business Evaluation Order or the Change Order as the case may be.

## 2.5 Change Management

- 2.5.1 Within 10 Business Days or otherwise agreed of receiving the Change Authorisation the Service Provider will notify the Network Operators' Representative of the estimated timescales to provide the scope of the work required to effect the Change. The notification for scope of work shall be in a form to be agreed between the parties and shall contain the following:
- (a) definition of the scope and background to the Change;
  - (b) definition of the Change objectives;
  - (c) the proposed commencement date and indicative delivery plan; and
  - (d) prioritisation justification.
- 2.5.2 The Service Provider shall:
- (a) assign resources to develop the Change plan and charter;
  - (b) design and deliver the Change within the agreed budget and scope and ensuring outlined objectives are achieved;
  - (c) assess potential risks to the successful delivery of the Change and record any such risks in a Change risk log to be shared with the Network Operators' Representative and if appropriate, refer such risks to each Network Operator for resolution; and
  - (d) provide relevant reports to the Network Operators' Representative in accordance with the scope of the Change.
- 2.5.3 On completion of the Change the Service Provider shall provide the Network Operators' Representative with a Change completion and handover notice (the **Change Completion Notice**). The criteria set out in the Change Completion Notice will be specific to each Change and agreed between the parties as part of the development phase of the Change but will typically include the following:
- (a) the Change Authorisation (and any amendments thereto) to which the completed Change relates;
  - (b) details of the completed Change;
  - (c) handover criteria (if applicable);
  - (d) planned commencement and completion dates;
  - (e) actual commencement and completion dates;
  - (f) estimated development costs;
  - (g) actual development costs.
- 2.5.4 On receipt of the Change Completion Notice the Network Operators' Representative shall within 20 Business Days either:

- (a) accept the Change Completion Notice by signing and returning it to the Service Provider; or
  - (b) reject the Change Completion Notice and provide reasons for its decision.
- 2.5.5 Where the Network Operators' Representative accepts the Change Completion Notice the Service Provider shall complete a post investment appraisal of the Change to ascertain the benefits realised, lessons learnt and improvement to the service and process and make its findings available to each Network Operator.
- 2.5.6 Where the Network Operators' Representative rejects the Change Completion Notice, the dispute resolution procedures set out in Clause 34 shall apply.

## **2.6 Referral of Change Authorisation**

Where the Network Operators' Representative rejects: (a) the Evaluation Quotation Report; or (b) the Business Evaluation Report; and, in the opinion of the Service Provider, not implementing the Change will result in either;

- (a) a significant risk to the Network Operators and or Service Provider's business; or
- (b) non compliance with regulatory or statutory requirements;

the matter shall be referred in accordance with the dispute resolution procedures set out in Clause 34.

## **3 Individual Network Operator Change**

- 3.1 Where a Change is requested by one Network Operator or by one or more Network Operators, but not by all the Network Operators, the procedure set out in paragraph 2 of this Schedule 10 shall apply, subject to the provisions of paragraphs 3.2 to 3.3 of this Schedule 10.
- 3.2 References to the Network Operators' Representative shall be deemed to be to the Change Managers of the Network Operator(s) which have requested the Change.
- 3.3 Paragraph 2.4 of this Schedule 10 (Change Budget Approval) shall not apply and the procedure shall be as follows:
- 3.3.1 Prior to preparation of the Business Evaluation Report the Service Provider shall provide the Network Operator(s) which requested the Change with an estimate of the costs for preparation of the Business Evaluation report and, where the Change has been requested by more than one Network Operator, the Network Operators shall agree how the costs of the Business Evaluation Report and the Change are to be shared between them.
- 3.3.2 Upon completion of the Business Evaluation Report, the Service Provider shall invoice the Network Operator concerned for the costs of the preparation of the Business Evaluation Report or, where the Change has been requested by more than one Network Operator, the costs shall be invoiced as agreed between the Network Operators concerned.
- 3.3.3 Prior to implementation of the Change, the Service Provider shall notify the Network Operator(s) which requested the Change, of the estimated costs of the Change and the Network Operator(s) concerned shall make the necessary arrangements for the Service Provider to be credited with sufficient funds to implement the Change.
- 3.3.4 If, during implementation of the Change, the costs exceed those estimated in accordance with paragraph 3.3.2 of this Schedule 10, the Service Provider shall notify the Network Operator(s) which requested the Change, and the Network Operator(s) concerned shall credit the Service Provider with the necessary funds before implementation of the Change can be progressed.

#### **4 Contract Variation**

If, as a consequence of a Change Authorisation, there has been, or will be, an ultimate change or addition to the Services or Performance Indicators, or any provision of this Agreement (including the Pricing Statement), the Service Provider shall draft the necessary changes to this Agreement and submit these for review and approval by the Network Operators' Representative within the timetable for the relevant Change. On acceptance of a Completion Notice or Change Completion Notice, each Network Operator and the Service Provider shall confirm in writing the approved changes to this Agreement.



## **Schedule 11 – Exit Arrangements and Handover Plan**

### **1. Agreement of Handover Plan**

1.1 The Handover Plan shall describe in detail how the termination of all or part (as appropriate) of the Services and the transfer to another provider shall be managed. The Handover Plan shall include (without limitation):

- (a) A fully populated and resourced handover project plan;
- (b) Details of the approach to risk management and a completed risk log;
- (c) Reporting arrangements;
- (d) Details of any Termination Payments payable to the Network Operator(s);
- (e) The Procedure for consulting or obtaining any required approvals or consents from the Authority and any other relevant regulatory or other authorities;
- (f) Details of any TUPE processes, including (without limitation) consultation and notification (if applicable);
- (g) Project dependencies and interoperability of subject areas;
- (h) Resources both the Service Provider, the Network Operators' Representative and the Network Operator(s) will require to enact the Handover Plan, including, without limitation, by types, skills, numbers and timeframes;
- (i) Details of the review process for the Handover Plan and the procedure for it being agreed;
- (j) Third party contracts, their re-negotiation and the costs of that re-negotiation; and
- (k) Estimated costs of implementing the Handover Plan.

### **2. Planning stages to be covered in the Handover Plan**

Unless otherwise agreed between the Parties, the Handover Plan shall cover four stages:

- (a) production and updating of the initial Handover Plan;
- (b) final updating and review of the Handover Plan and first wave of implementation activity triggered by the need for transfer;
- (c) staggered transfer of required business knowledge and subsequent waves of implementation; and
- (d) post transfer support and consultancy.

### **3. Form of Handover Plan**

The Handover Plan shall include, but not be limited to:

- (a) Provision of information and data (staff and Service related)

- (i) when information and/or data is collected, processed, stored, disseminated etc.;
  - (ii) who takes each action;
  - (iii) where information and data is stored and/or available;
- (b) Service transfer
- how and when each of the Services transfer with minimal disruption and how each Service shall be provided throughout the transfer in a secure environment, disaster recovery arrangements and arrangements to ensure a seamless transfer of services to the Network Operator(s);
- (c) Transfer of technical infrastructure
- (i) operational environments (system parameters, fix levels, add ons e.g. large file handler, interfaces, performance tools and system management tools), operational schedules;
  - (ii) asset tracking and recording methods;
  - (iii) what infrastructure assets transfer including application software;
  - (iv) when and how these assets transfer;
  - (v) condition and trialling;
  - (vi) what specific security tasks are necessary at termination;
  - (vii) migration of Data and any other data;
- (d) Employee transfer (if applicable)
- (i) when employee data is provided;
  - (ii) what employee data is provided;
  - (iii) data structures and formats;
  - (iv) detailed employee consultation processes, including the consultation document production and review;
  - (v) termination joint personnel/human resource team establishment and management;
- (e) Termination Payment: any payment to be made by the Network Operator(s) as a result of termination of any, or the relevant part of the, Services.
- (f) Replacement staff training
- (i) identification of key transferring staff;
  - (ii) training needs analysis process;
  - (iii) employee training (when, how, who);

- (g) Assets
  - (i) details of IT equipment and software transfer (as any trialling process);
  - (ii) non IT equipment transfer;
  - (iii) consumables provision;
  - (iv) assignment of points of contact;
  - (v) transfer/novation and expiry of software licences;
  - (vi) escrow arrangements;
  - (vii) apportionment and reconciliation of fees paid for any licences or contracts assigned/novated;
- (h) IPR transfer
  - (i) identification of the Parties' IPR;
  - (ii) processes and responsibilities for transfer of licences to use and ownership of IPR, including licences of Service Provider Materials and Network Operator Materials;
- (i) Premises
 

Definition of the processes required to transfer occupation of accommodation

  - (i) leases;
  - (ii) rates;
  - (iii) utilities;
  - (iv) records of Service Provider instigated works;
  - (v) termination of Service Provider provided service;
  - (vi) reparations;
- (j) Contract novation
  - (i) contract identification;
  - (ii) notification of intent to assign;
  - (iii) transfer request;
  - (iv) agreement of residual values;
- (k) Authority and other Approvals: the process for consulting and obtaining any approvals or licenses from the Authority or any other regulatory or other authorities.
- (l) Other information: Any other information required to best enable smooth and effective transfer of a viable business entity.

## Schedule 12 – Form of Accession Agreement

THIS ACCESSION AGREEMENT is made on [     ]

### Between

(1) Transco plc (**Transco**) a company registered under number [                    ] whose principal office is at [     ], on its own behalf and on behalf of all the other parties to the Agreement for the Provision of Information, Data Processing, Invoicing and Supply Point Administration Services in relation to the Transmission and Distribution of Gas in the United Kingdom dated [     ] made between Transco and the other Parties named therein (the **AS Agreement**);

and

(2) [            ] (the **Applicant**) a company registered under number [ ] whose principal office is at [     ].

### Background

(A) By Clause 25 of the AS Agreement, the Parties agreed to admit any person who becomes a Transporter after the date of signature of the AS Agreement as an additional party to the AS Agreement.

(B) The Applicant has become a Transporter after the date of signature of the AS Agreement and it now wishes to be admitted as an Additional Party to the AS Agreement.

(C) Transco is authorised under the AS Agreement to sign, on behalf of the Parties to the AS Agreement, this Accession Agreement with the Applicant.

### It is agreed

1. In this Accession Agreement, words and expression defined in or for the purposes of the AS Agreement and not otherwise defined in this Accession Agreement shall have the meanings ascribed thereto under the AS Agreement. Any capitalised terms used, but not defined, in this Accession Agreement shall have the meaning given to it in the Uniform Network Code.
2. Transco (acting on its own behalf and (pursuant to Clause 25.2 of the AS Agreement) on behalf of each of the other Parties to the AS Agreement) hereby admits the Applicant as an Additional Party to the AS Agreement on the terms and conditions of this Accession Agreement.
3. The Applicant hereby accepts its admission as a Party to the AS Agreement and undertakes with Transco (acting on its own behalf and (pursuant to Clause 25.2 of the AS Agreement) on behalf of each of the other Parties to the AS Agreement) to perform and to be bound by the AS Agreement as a Party as from the date of this Accession Agreement.
4. For all purposes in connection with the AS Agreement, with effect from the date of this Accession Agreement, the Applicant shall be treated as a signatory and a Party to the AS Agreement.
5. The Applicant together with the Service Provider and the Network Operators' Representative, shall prepare and agree an accession plan detailing the accession strategy and any transitional provisions in accordance with Annex A to this Accession Agreement (the **Accession Plan**). The Accession Plan may be revised at any time by agreement between the Applicant, the



# Annex A

## Accession Plan

### 1. Agreement of Accession Plan

The Accession Plan shall describe in detail how the accession of the Applicant shall be managed. Unless otherwise agreed between the Applicant, the Service Provider and the Network Operators' Representative, the Accession Plan shall include, but not be limited to:

*[Note: This should include issues such as:*

- *charges and payment provisions (including forecasting issues and changes to budgets, etc.)*
- *procedure for consulting with and providing information to the Authority and obtaining any approvals or consents from the Authority and/or any other relevant regulatory or other authorities*
- *any transitional arrangements.]*