

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION J – EXIT REQUIREMENTS

1 GENERAL

1.1 Introduction

1.1.1 The provisions of this Section J shall apply in respect of the offtake of gas from a System at System Exit Points.

1.1.2 Nothing in the Code confers on any person any entitlement to have any premises, pipeline, plant or other installation connected to a System for the purposes of offtaking gas from the Total System.

1.2 System Exit Point

1.2.1 In accordance with Section A3, a System Exit Point may be a Supply Point (or Supply Meter Point or Supply Point Component comprised therein) or a Connected System Exit Point, subject to paragraph 1.2.2.

1.2.2 In this Section J references to System Exit Points include Inter-System Offtakes.

1.2.3 Paragraphs 5, 6 and 7 set out provisions applying (in addition to other applicable provisions of this Section J) in respect of NExA Supply Meter Points, Connected System Exit Points and Inter-System Offtakes respectively.

1.2.4 In this Section J "**Relevant User**" means:

- (a) in relation to a Supply Meter Point or Supply Point, the Registered User (or any of the Joint Registered Users);
- (b) in relation to a Connected System Exit Point, a CSEP User;
- (c) in relation to an Inter-System Offtake, the downstream DN Operator.

1.3 Inter-System Offtakes

1.3.1 In relation to any Inter-System Offtake or the flow of gas at an Inter-System Offtake from the NTS or an LDZ to an LDZ, at any time:

- (a) the upstream System is the NTS or (as the case may be) the LDZ from which gas flows at such Inter-System Offtake;
- (b) the downstream System is the LDZ to which gas flows at such Inter-System Offtake;
- (c) the upstream Transporter is the Transporter which operates the upstream System;
- (d) the downstream DN Operator is the DN Operator which operates the downstream System (in its capacity, where the context requires, as

DNO User).

- 1.3.2 Where gas flows at an Inter-System Offtake:
- (a) the gas is (and shall be treated as being) taken out of the upstream System and put into the downstream System by Shipper Users;
 - (b) title and risk in such gas shall pass (as the gas is taken out of the upstream System) from the upstream Transporter to Shipper Users (in accordance with paragraph 3.7), and simultaneously (as the gas is put into the downstream System) from the Shipper Users to the downstream DN Operator (for which purposes only, Section I3.6.3 shall apply as if the Inter-System Offtake were an LDZ System Entry Point);
 - (c) no requirements apply as between any Transporter and any Shipper User as to the composition or pressure of such gas;
 - (d) notwithstanding the fact that the upstream Transporter or downstream DN Operator may cause or permit such gas flow, no Transporter shall be treated as taking the gas out of the upstream System or putting it into the downstream System, and nothing in the Code shall be construed as have any contrary effect.
- 1.3.3 So far as it may be necessary for any purpose to determine the same, in relation to any Inter-System Offtake and any Day, the proportions in which Shipper Users:
- (a) take gas out of the upstream System;
 - (b) put gas into the downstream System; and
 - (c) have title and risk in such gas
 - (d) shall be equal to the proportions of their respective User Daily NTS Offtake Quantities.
- 1.3.4 In this Section J, references to a downstream DN Operator offtaking gas from the upstream System at an Inter-System Offtake shall be construed as references to the DN Operator causing or permitting the flow, or a change in the flow, of gas from the upstream System to the downstream System, and otherwise in accordance with and subject to paragraph 1.3.2; and references to the offtake of gas (or to the upstream Transporter making gas available for offtake) at an Inter-System Offtake shall be construed accordingly.
- 1.3.5 For the avoidance of doubt, gas which (in an upstream System) is the subject of rights and obligations (pursuant to this Section J) as between an upstream Transporter and a downstream DN Operator may (in the downstream System) be the subject of rights and obligations (pursuant to this Section J) as between the downstream DN Operator and Users; and (without prejudice to GT Section B9) such rights and obligations shall take effect separately in relation to each System and shall not be affected by any breach or failure in respect of such rights or obligations in relation to any other System.

1.4 Connected System Exit Points

- 1.4.1 In accordance with Section A3.3, a Connected System Exit Point is a System Exit Point (other than an Inter-System Offtake) comprising one or more Individual System Exit Points which are not Supply Meter Points.
- 1.4.2 The Individual System Exit Point or Individual System Exit Points comprised in a Connected System Exit Point will be specified in the applicable Network Exit Agreement.
- 1.4.3 For the purposes of the Code a "**Connected Offtake System**" is a single system or facility (comprising pipeline(s), plant and/or other installations) operated by one person (or jointly operated by several persons) and connected to the relevant System at the Individual System Exit Point(s) comprised in a Connected System Exit Point.
- 1.4.4 Without prejudice to paragraph 1.1.2, a Connected Offtake System may be:
- (a) a facility for the storage of gas;
 - (b) the pipeline system operated by another gas transporter;
 - (c) a pipeline interconnector by which gas is transported to another country;
 - (d) any other pipeline (other than a pipeline connecting the relevant System directly to single premises) or pipeline system.
- 1.4.5 A "**Connected System Operator**" is the operator of a Connected Offtake System.
- 1.4.6 A Connected Offtake System may also be a Connected Delivery Facility where gas can flow in either direction between such system and the Total System (for example in the case of a Storage Facility), in which case the provisions of the Network Entry Agreement and the Network Exit Provisions may be contained in a single document.

1.5 Network Exit Provisions

- 1.5.1 For the purposes of the Code "**Network Exit Provisions**" are provisions relating to or to the offtake of gas from a System at a System Exit Point, made between the Transporter and:
- (a) in the case of a Supply Meter Point, either the consumer (subject to paragraph 1.5.7) or the Registered User (or if the Transporter shall so agree, both of them); or
 - (b) in the case of a Connected System Exit Point, the Connected System Operator;
 - (c) in the case of an Inter-System Offtake, the downstream DN Operator.
- 1.5.2 Network Exit Provisions are required to be in force in respect of:

- (a) any Connected System Exit Point;
- (b) unless the Transporter otherwise determines in any case, any Supply Meter Point comprised in a VLDMC Supply Point; and
- (c) each Inter-System Offtake;

and where Network Exit Provisions are required to be in force a User will not be entitled to offtake gas from the System at the relevant System Exit Point unless there are such provisions in force.

1.5.3 Network Exit Provisions may be in force in respect of any other Supply Meter Point.

1.5.4 Network Exit Provisions:

- (a) in relation to a Supply Meter Point or Connected System Exit Point, are to be contained in an Network Exit Agreement;
- (b) in relation to an Inter-System Offtake, are to be contained in the Offtake Arrangements Document and the relevant Supplemental Agreement;
- (c) and references to Network Entry Provisions being in force shall be construed accordingly.

1.5.5 A User shall not (in its capacity as User) be required or entitled to be a party to a Network Exit Agreement in respect of a Connected System Exit Point or a Supply Meter Point where the consumer is already party to a Network Exit Agreement.

1.5.6 Nothing in the Code shall be taken to require the execution of a Network Exit Agreement in respect of any Supply Meter Point which is not a New Supply Meter Point where there is a Registered User for the time being.

1.5.7 A Network Exit Agreement in respect of a Supply Meter Point (where not made with the Registered User) may be made with a person other than or in addition to the consumer, where such person is the operator of the Consumer's Plant; and in such a case references in paragraph 4 to the consumer shall be construed as references to such person.

1.5.8 Where Supply Point Network Exit Provisions are made between the Transporter and the Registered User:

- (a) the Network Exit Agreement shall be an Ancillary Agreement, and Section V1.3.6 shall apply in respect of the Network Exit Agreement as though that Section also referred to Ancillary Agreements in respect of Supply Meter Points; and
- (b) the Registered User shall secure that the consumer is provided with a copy of the Network Exit Provisions and any amendments thereto.

1.5.9 References in this Section J to the termination, suspension or expiry of Network Exit Provisions:

- (a) in the context of a Supply Meter Point or a Connected System Exit Point, are to the termination, suspension or expiry of the relevant Network Exit Agreement;
- (b) in the context of an Inter-System Offtake, are to the upstream Transporter or downstream DN Operator ceasing to be party to the Offtake Arrangements Document or (as the case may be) the termination, suspension or expiry of the relevant Supplemental Agreement.

1.5.10 For the purposes of this Section J:

- (a) a "**NExA Supply Meter Point**" is a Supply Meter Point in respect of which there are Network Exit Provisions in force;
- (b) "**Supply Point Network Exit Provisions**" are Network Exit Provisions in respect of a Supply Meter Point;
- (c) "**CSEP Network Exit Provisions**" are Network Exit Provisions in respect of a Connected System Exit Point.

1.6 Offtake metering at Supply Points

Section M applies in respect of the metering of gas offtaken at Supply Points.

1.7 Antifluctuators, etc

1.7.1 Each User shall as soon as reasonably practicable notify the Transporter if such User becomes aware in relation to any Supply Meter Point of which it is the Registered User:

- (a) that any requirement applying to the relevant consumer under paragraph 17 of the Gas Code has not been or is not being complied with; or
- (b) of circumstances in which the relevant Transporter would be entitled to exercise its rights under paragraph 18 of the Gas Code.

1.7.2 Where pursuant to paragraph 17 of the Gas Code the Transporter seeks to give any notice to or exercise any other entitlement in relation to any consumer the Registered User in respect of the relevant Supply Point agrees to extend reasonable cooperation to the Transporter so as to facilitate the exercise of such entitlements (and in particular but without limitation agrees if so requested to secure that there is conveyed on behalf of the Transporter to the relevant consumer any communication to be given by the Transporter pursuant to such paragraph 17).

1.7.3 The Transporter will inform the Registered User before or as soon as reasonably practicable after giving any notice to or exercising any other entitlement in relation to any consumer pursuant to paragraph 17 or 18 of the Gas Code.

1.7.4 Users acknowledge that where Network Exit Provisions are in force in relation to a Supply Point such provisions may provide for additional terms in respect of

the matters subject to paragraphs 17 and 18 of the Gas Code.

- 1.7.5 If so requested on reasonable grounds by the Transporter, the Registered User in respect of any Supply Point shall (within a reasonable period specified by the Transporter) make reasonable enquiries of the consumer or supplier with a view to ascertaining and obtaining reasonable evidence as to whether the requirements of paragraph 17 of the Gas Code are applicable or (where applicable) are being complied with, and inform the Transporter of the outcome of such enquiries; and where the Registered User fails so to make reasonable enquiries or inform the Transporter of such outcome within such period the User shall reimburse to the Transporter any expenses reasonably incurred by the Transporter in ascertaining any such matter itself (including without limitation any expenses paid by the Transporter pursuant to paragraph 17(6) of the Gas Code).

1.8 Entitlements under the Act

- 1.8.1 Nothing in the Code shall prevent a Transporter from exercising any entitlement or discharging any duty under the Gas Code or otherwise under the Act or pursuant to the Transporter's Licence which may involve the disconnection of or refusal to convey gas to or to allow gas to be conveyed to any premises.
- 1.8.2 Where under the Gas Code or otherwise under the Act or pursuant to the Transporter's Licence a Transporter is not required to connect or to maintain a connection of, or has exercised or is entitled to exercise any right to disconnect, or is required to disconnect, any premises, or (having disconnected them) is not required to reconnect any premises, or is entitled to refuse to convey gas to or to allow gas to be conveyed to any premises, the Transporter will not be in breach of its obligation to make gas available for offtake from the Total System at the relevant System Exit Point(s).
- 1.8.3 The Transporter will inform the Relevant User(s) as soon as reasonably practicable after exercising an entitlement (as described in paragraph 1.8.2) to disconnect or refuse to convey gas or allow gas to be conveyed.

1.9 DNO Users

In this Section J references to Users shall include DNO Users.

2 OFFTAKE REQUIREMENTS

2.1 Applicable Offtake Requirements

- 2.1.1 For the purposes of the Code, the "**Applicable Offtake Requirements**" are:
- (a) subject to paragraph 2.1.1(b):
 - (i) except as provided in paragraph (ii), the Standard Offtake Requirements;
 - (ii) subject to paragraph 2.1.5, as respects the pressure of gas made available for offtake:

- (1) at NTS Supply Meter Points, a pressure of 25 bar;
 - (2) at NTS/LDZ Offtakes, the Assured Offtake Pressure in accordance with paragraph 2.5;
 - (b) to the extent inconsistent with paragraph 2.1.1(a), but subject to paragraph 2.1.5:
 - (i) any requirement as to the pressure of gas made available for offtake at a Supply Meter Point which applies pursuant to paragraph 2.2.5;
 - (ii) the specification applicable pursuant to any Special Offtake Arrangement in accordance with paragraph 2.3;
 - (iii) any provision contained in Network Exit Provisions as to the pressure of gas made available for offtake at a System Exit Point.
- 2.1.2 The "**Standard Offtake Requirements**" are the requirements as to gas composition and pressure of the regulations from time to time applying pursuant to Section 16(1) of the Act as they apply in respect of gas made available by the Transporter for offtake at any System Exit Point; which requirements shall be treated for the purpose of the Code as applying (subject to paragraph 2.1.1(b)) in respect of any LDZ Connected System Exit Point.
- 2.1.3 Network Exit Provisions or an Ancillary Agreement may include any tolerances within which (for any periods or in any circumstances) deviation from any of the Applicable Offtake Requirements are permitted.
- 2.1.4 The "**Applicable Offtake Pressure**" is the requirement as to pressure of gas made available for offtake from the System at an Individual System Exit Point for the time being applicable in accordance with this paragraph 2.1.
- 2.1.5 Where at any time, by reason of any building, mining or engineering developments (other than a development planned by the Transporter), or changes in population density, in the vicinity of any part of the System, it is not or ceases or will cease to be feasible safely or in accordance with any Recognised Standard to maintain at any [Individual] System Exit Point a pressure of at least the Applicable Offtake Pressure (applicable at the time in accordance with paragraph 2.1.1, this paragraph 2.1.5, or paragraph 2.2.5):
- (a) the Transporter will, as soon as reasonably practicable after becoming aware that (by reason of such circumstances) such pressure cannot be maintained, so inform the Relevant User(s) specifying the date with effect from which it will be necessary to reduce such pressure and the reduced pressure which can (after such date) be so maintained; and
 - (b) with effect from the date specified by the Transporter (and as respects any User who may become the Relevant User), the reduced pressure so specified shall be the Applicable Offtake Pressure.
- 2.1.6 The Transporter will not be in breach of its obligation to make gas available for offtake from the System at a System Exit Point if for any reason the pressure of

the gas immediately downstream of the point of offtake (in accordance with paragraph 3.7) exceeds the Applicable Offtake Pressure.

2.2 Special offtake pressure

2.2.1 Upon the request of the Registered User in respect of a Supply Point, specifying (in respect of a Supply Meter Point comprised in the Supply Point) a particular pressure (the "**specified pressure**") greater than the prevailing Applicable Offtake Pressure, the Transporter will advise the User:

- (a) whether the anticipated normal offtake pressure is greater or less than the specified pressure, and
- (b) insofar as it is reasonably practicable to do so, of the circumstances (other than Excluded Offtake Circumstances in accordance with paragraph 3.2.2) in which the Transporter anticipates at the time of the request that the pressure of gas available for offtake at the Supply Meter Point may fall below the specified pressure.

2.2.2 Where the Transporter has advised a User under paragraph 2.2.1 that anticipated normal offtake pressure is not less than the specified pressure, the Transporter will advise the User, not less than 24 months (in the case of an LDZ Supply Point) or 36 months (in the case of an NTS Supply Point) before such change, of any reduction in anticipated normal offtake pressure below the specified pressure (but without prejudice to the Applicable Offtake Pressure).

2.2.3 In this paragraph 2.2, "**anticipated normal offtake pressure**" means the pressure or (within a range of pressures) lowest pressure at which the Transporter expects (having regard to the period of notice of any reduction required under paragraph 2.2.2) that, under normal System operating conditions, gas will be available for offtake at a Supply Meter Point.

2.2.4 Where a User makes a request to the Transporter under paragraph 2.2.1, the User may in addition propose to the Transporter to enter into a Network Code Ancillary Agreement pursuant to which the Transporter would undertake the works in respect of the relevant System necessary to enable it to make available for offtake under all operating conditions (other than Excluded Offtake Circumstances) gas at the specified pressure.

2.2.5 Where, following the proposal of a User under paragraph 2.2.4, the User and the Transporter so agree, they shall enter into a Network Code Ancillary Agreement (upon such terms including terms as to payment by the User as shall be agreed between them), and the Applicable Offtake Pressure will (for such period as may be specified in such Ancillary Agreement) be the specified pressure or such other pressure as shall be specified in such Ancillary Agreement.

2.3 Special Offtake Arrangement

2.3.1 Pursuant to an arrangement ("**Special Offtake Arrangement**") provided for in Network Exit Provisions, a Transporter may agree to make gas available for offtake from the System at a System Exit Point in circumstances where the Standard Offtake Requirements are not complied with pursuant to the terms of

any Network Exit Provisions, or where the Standard Offtake Requirements are not (and are not treated pursuant to paragraph 2.1.2 as being) appropriate.

- 2.3.2 Without prejudice to any Legal Requirement, a Special Offtake Arrangement may be in force where by reason of a Special Delivery Arrangement under Section I3.5, gas available for offtake at a System Exit Point does not or will not comply with the Standard Offtake Requirements.

2.4 Notice of specification change

- 2.4.1 Where:

- (a) the Registered User wishes to be informed of changes in particular characteristics ("**relevant characteristics**") of gas offtaken from the Total System at a Supply Meter Point comprised therein, and
- (b) the User so requests the Transporter, specifying the Supply Meter Point and the relevant characteristics,

the Transporter will, where in its reasonable opinion it is feasible to do so, and upon such reasonable terms (if any) as it may notify to the User, agree that paragraph 2.4.3 shall apply.

- 2.4.2 Where the Transporter notifies any terms to the User pursuant to paragraph 2.4.1, paragraph 2.4.3 shall apply only if the User notifies the Transporter of its acceptance of such terms, which terms (if so accepted) shall form a Network Code Ancillary Agreement between the Transporter and such User.
- 2.4.3 Where this paragraph applies, the Transporter will use reasonable endeavours to notify the Registered User as soon as reasonably practicable after the Transporter becomes aware that a change in relevant characteristics of gas available for offtake at the Supply Point has occurred or will occur.
- 2.4.4 Where paragraph 2.4.3 applies the Transporter reserves the right at any time and from time to time to make a charge to the User (for so long as it is the Registered User) in respect of the reasonable costs incurred by the Transporter in performing its obligations under that paragraph.

2.5 Assured Offtake Pressure

- 2.5.1 For the purpose of the Code, in relation to an NTS/LDZ Offtake:

- (a) 0600 and 2200 pressures are pressures at 0600 hours and 2200 hours on a Day;
- (b) for each Day in any Gas Year, the "**Assured Offtake Pressures**" are the 0600 and 2200 pressures specified for that Gas Year in the Offtake Capacity Statement;
- (c) the requirement to make gas available for offtake at the Assured Offtake Pressure is the requirement that the pressure (of gas made available, at the point of offtake):
 - (i) at 0600 hours is not less than the 0600 pressure, and

- (ii) at all other times is not less than the 2200 pressure
comprised in the Assured Offtake Pressure.

- 2.5.2 In accordance with Section B6.2.4, the 0600 and 2200 pressures specified (in relation to any NTS/LDZ Offtake) for any Gas Year in the Offtake Capacity Statement issued in any Gas Year will be the same as those specified in the preceding year's statement for such Gas Year, subject to any revision pursuant to paragraph 2.5.5.
- 2.5.3 For the purposes of Section B6.3, in connection with an application for increased NTS Offtake Capacity, Transco NTS will not determine that it is feasible to make gas available for offtake on the basis of such increase to the extent that the 0600 and 2200 pressures at which it expects that, under normal NTS operating conditions, gas would (if such application were accepted) be available for offtake at the NTS/LDZ Offtake on any Day during any relevant Gas Year would be reduced below the prevailing Assured Offtake Pressures.
- 2.5.4 A DNO User may, at the times at which it may apply (in accordance with Section B6) for an increase in NTS Offtake Capacity, apply to increase the Assured Offtake Pressures at an NTS/LDZ Offtake for a relevant Gas Year.
- 2.5.5 Transco NTS may reject, or accept in part only, any application for increased Assured Offtake Pressures in respect of an NTS/LDZ Offtake in a Gas Year where, or (as the case may be) to the extent that, Transco NTS determines (having regard, inter alia, to the amounts of NTS Offtake Capacity and NTS Exit Capacity held by Users) that it would not be possible (under all credible NTS operating conditions) to make gas available for offtake at the NTS/LDZ Offtake on any Day during that Gas Year at the increased Assured Offtake Pressures applied for.
- 2.5.6 For the purposes of paragraph 2.5.5, the reference to all credible NTS operating conditions is to all conditions other than a condition the existence of which would amount to Force Majeure affecting Transco NTS.

3 OFFTAKE OF GAS FROM THE SYSTEM

3.1 Offtaking User

- 3.1.1 For the purposes of this Section J an "**Offtaking User**" is:
 - (a) in respect of a Supply Meter Point, the Registered User of the Supply Point (or in the case of a Shared Supply Meter Point, of any of the Supply Points) in which the Supply Meter Point is comprised; and
 - (b) in respect of a Connected System Exit Point, on any Day, any Offtaking CSEP User;
 - (c) in respect of an Inter-System Offtake, the downstream DN Operator.
- 3.1.2 The "**Offtake Proportion**" of an Offtaking User for a Day in respect of a System Exit Point is:

- (a) in the case of a Supply Meter Point:
 - (i) except as provided in paragraph (ii), one (1);
 - (ii) in the case of a Shared Supply Meter Point, the proportion which the quantity allocated to that User in respect of the Day in accordance with the Shared Supply Meter Notification bears to the Supply Meter Point Daily Quantity; and
- (b) in the case of a Connected System Exit Point, that User's UDQO for that Day divided by the CSEP Daily Quantity Offtaken in accordance with Section E3.2;
- (c) in the case of an Inter-System Offtake, one (1) .

3.1.3 For the purposes of this Section J:

- (a) references to quantities of gas offtaken on a Day at an NDM Supply Meter Point are to the quantities determined to have been offtaken pursuant to Section H2;
- (b) no adjustments to any amount, payment or quantity ascertained under this Section J shall be made by reason of DM Reconciliation, NDM Reconciliation or CSEP Reconciliation;
- (c) references to quantities of gas offtaken on a Day at an Inter-System Offtake are to the quantities determined to have flowed pursuant to the measurement provisions contained in the Network Exit Provisions (and not, for the avoidance of doubt, by reference to quantities treated as offtaken by Shipper Users from the downstream System pursuant to Section E).

3.2 Obligation to make gas available for offtake

- 3.2.1 Subject to the provisions of the Code, the Transporter will make gas available for offtake by User(s) from the System at the point of offtake (in accordance with paragraph 3.7) in accordance with the requirements of paragraph 3.3.1 at each System Exit Point where the requirements (other than requirements to be complied with by the Transporter) of this Section J are complied with.
- 3.2.2 For the purposes of the Code, "**Excluded Offtake Circumstances**" are circumstances in which, in accordance with the Code, the Transporter is not obliged or not in breach of its obligation to make gas available for offtake at a System Exit Point or is not liable in respect of any failure to do so.
- 3.2.3 For the avoidance of doubt, a User's obligations to pay Capacity Charges shall not be affected by the existence of any Excluded Offtake Circumstances except as provided in paragraph 3.6 in respect of Force Majeure.

3.3 Compliance with offtake requirements

- 3.3.1 Gas made available by the Transporter for offtake at any System Exit Point will comply with the Applicable Offtake Requirements, subject to paragraph 3.3.6.

- 3.3.2 Where non-compliant gas is made available for offtake from the relevant System at a System Exit Point, the Offtaking User(s) may, from time to time until such time as the Applicable Offtake Requirements are complied with in respect of gas made available for offtake at such point, in its or their discretion, either:
- (a) offtake or continue to offtake such gas, in which case paragraph 3.4 shall apply, or
 - (b) decline to offtake or to continue to offtake such gas, in which case paragraph 3.5 shall apply.
- 3.3.3 A User's rights under paragraph 3.3.2 shall not be prejudiced by its election to offtake non-compliant gas (whether or not it is aware that the gas is non-compliant).
- 3.3.4 Subject to paragraph 3.4.7, where non-compliant gas has been offtaken on any Day from the System, the Transporter shall be liable to pay to each Offtaking User an amount determined in accordance with paragraph 3.4.
- 3.3.5 Where the Transporter becomes aware that non-compliant gas is being made available for offtake at any System Exit Point (other than where the failure to comply is not material), the Transporter will endeavour to inform the Relevant User(s) (and in the case of a Connected System Exit Point, the Connected System Operator) of that fact as soon as reasonably practicable, but in the case of a Supply Meter Point whose Annual Quantity does not exceed 732,000 kWh (25,000 *therms*) a notice to all Shipper Users generally that gas in any part of the relevant System is non-compliant shall be sufficient.
- 3.3.6 Subject to paragraph 3.4.7, for the purposes of this paragraph 3 "**non-compliant gas**" is gas made available for offtake from a System in respect of which (after taking account of any tolerance referred to in paragraph 2.1.3) any of the Applicable Offtake Requirements is not or was not complied with.
- 3.3.7 [For the avoidance of doubt, any requirement in the Applicable Offtake Requirements as to the absence of liquids or solids is a requirement applying at the pressure and temperature at which gas (otherwise complying with the Applicable Offtake Requirements) is made available for offtake at the Point of Offtake.]

3.4 Payment in respect of non-compliant gas

- 3.4.1 Subject to paragraphs 3.4.3 and 3.4.4, the amount payable by the Transporter to an Offtaking User under paragraph 3.3.4 shall be all reasonable costs and expenses reasonably incurred by the User in consequence of the offtake of the non-compliant gas, including (without limitation) costs and expenses incurred:
- (a) in cleaning or clearing any part of the relevant offtake facility, and/or
 - (b) in taking reasonable measures (excluding in the case of a Connected Offtake System or a downstream System any measures equivalent to Operational Balancing Steps) to secure that:

- (i) in the case of a Supply Point, the non-compliant gas can be made fit for use in the relevant offtake facility;
 - (ii) in the case of a Connected System Exit Point or Inter-System Offtake, that the relevant offtake facility can be operated in accordance with applicable Legal Requirements notwithstanding the offtake or continued offtake of such non-compliant gas; and/or
- (c) in relation to an Inter-System Offtake (to the extent that, as a result of the offtake of non-compliant gas, the downstream DN Operator as Offtaking User itself makes non-compliant gas available for offtake from the downstream System), by way of liability of to Users
- (i) under paragraphs (a) and (b) (pursuant to paragraph 3.3.2(a)), and/or
 - (ii) under paragraph 3.5 (pursuant to paragraph 3.3.2(b))
 - (iii) provided that (in either case) the downstream DN Operator acts and has acted as a reasonable and prudent operator with a view to avoiding or limiting the effects of its offtake (at the Inter-System Offtake) of non-compliant gas on its ability to make gas (complying with the Applicable Offtake Requirements) available for offtake from the downstream System.

3.4.2 For the purposes of paragraph 3.4.1:

- (a) **"relevant offtake facility"** means:
- (i) in the case of a Supply Point, the Consumer's Plant;
 - (ii) in the case of a Connected System Exit Point, the Connected Offtake System; and
 - (iii) in the case of an Inter-System Offtake, the downstream System;
- (b) references to costs and expenses incurred by an Offtaking User include costs and expenses incurred by:
- (i) in the case of a Supply Point, the supplier or consumer;
 - (ii) in the case of a Connected System Exit Point, the Connected System Operator.

3.4.3 The amount payable by the Transporter to an Offtaking User (excluding amounts under paragraph 3.4.1(c)(ii)) shall not exceed 10% of the amount calculated as the User's Offtake Proportion of the total quantity of non-compliant gas offtaken from the System at the relevant System Exit Point on the relevant Day multiplied by the Applicable Liability Gas Price.

3.4.4 Where costs and expenses referred to in paragraph 3.4.1 are incurred in consequence of the offtake of non-compliant gas from the relevant System on more than one Day at a Shared Supply Meter Point or Connected System Exit

Point:

- (a) references in paragraphs 3.4.1 and 3.4.3 to a User's Offtake Proportion shall be deemed to be references to a weighted average Offtake Proportion determined for each Offtaking User as the sum, for all such Days, of the User's Offtake Proportion for each Day multiplied by the Supply Meter Point Daily Quantity or (as the case may be) CSEP Daily Quantity Offtaken, divided by the sum of the Supply Meter Point Daily Quantities or (as the case may be) CSEP Daily Quantities Offtaken for all such Days; and
 - (b) the reference in paragraph 3.4.3 to the total quantity of non-compliant gas offtaken on the relevant Day shall be to the total quantity of non-compliant gas offtaken on all such Days.
- 3.4.5 Where any amount has become payable to an Offtaking User pursuant to paragraph 3.3.4:
- (a) the User shall as soon as reasonably practicable after the Exit Close-out Date so notify the Transporter, specifying:
 - (i) the relevant System Exit Point and the Day or Days on which non-compliant gas was offtaken from the System;
 - (ii) the total quantity of non-compliant gas referred to in paragraph 3.4.3, and reasonable details of the respect(s) in which the non-compliant gas did not comply with the Applicable Offtake Requirements;
 - (iii) reasonable details of the costs and expenses referred to in paragraph 3.4.1 and the person(s) by whom and purposes for which they were incurred;
 - (iv) the Offtaking User's Offtake Proportion; and
 - (b) the amount payable by the Transporter shall be invoiced and paid in accordance with Section S.
- 3.4.6 Any dispute as to anything specified by a User under paragraph 3.4.5(a) (other than a dispute as to anything specified under paragraph 3.4.5(a)(i) or (i) which was resolved pursuant to Network Exit Provisions) shall be referred to Expert Determination.
- 3.4.7 Paragraph 3.3.4 and this paragraph 3.4 do not apply and the Transporter shall not be liable thereunder to the extent that the failure (of gas offtaken) to comply with Applicable Offtake Requirements was a failure to comply with the Applicable Offtake Pressure; and references in those paragraphs to non-compliant gas shall be construed accordingly.
- 3.4.8 Where non-compliant gas was offtaken from the Total System and for the purposes of clearing such non-compliant gas from the Consumer's Plant or a Connected Offtake System it is necessary for the consumer or (as the case may be) the Connected System Operator to vent gas from such plant or system, the

quantity of gas which each Offtaking User is treated as having offtaken from the Total System on the relevant Day shall be reduced by its Offtake Proportion of the quantity of gas so vented (and the User's UDQO shall be determined accordingly).

3.5 Gas not made available for offtake

3.5.1 Where:

- (a) the Transporter is or has been in breach of its obligation to make gas available for offtake from the System at a System Exit Point, or
- (b) gas made available for offtake from the System at a System Exit Point does not comply with the Applicable Offtake Requirements and an Offtaking User declined (in accordance with paragraph 3.3.2(b)) to offtake such gas

the further provisions of this paragraph 3.5 shall apply.

3.5.2 In the case of a Supply Point whose Annual Quantity does not exceed 73,200 kWh (2,500 therms) per annum and where the supply of gas is not taken wholly or mainly for domestic purposes, where as a result of the relevant failure gas is not available for offtake for a period of not less than 24 hours, the Transporter will pay to the Registered User an amount of £50 for each consecutive period of 24 hours or part of such a period, commencing with the expiry of the first 24 hours of such failure, during which the relevant failure continued.

3.5.3 In the case of a Supply Point Component whose Annual Quantity exceeds 73,200 kwh (2,500 therms) per annum and where the supply of gas is not taken at the Supply Point Component wholly or mainly for domestic purposes, the Transporter will pay to the Registered User an amount determined as:

- (a) subject to paragraph (b), the amount calculated according to the following formula

$$C * (1 - X/Y) * P * F$$

where:

- C is the amount of the Supply Point Capacity held by the User at the Supply Point Component on the relevant Day, or in relation to an Interruptible Supply Point Component only, if less, the Bottom-stop Supply Point Capacity;
- X is in the case of a DM Supply Point Component, the quantity of gas which was made available for offtake from the System on the relevant Day;
- Y is in the case of a DM Supply Point Component the Nominated Quantity (subject to paragraph 3.5.4) under the Output Nomination for the relevant Supply Point Component, provided that
 - (i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time

at which the Registered User first became aware of such failure; and

- (ii) Y shall not exceed the amount of the User's Registered Supply Point Capacity at the Supply Point Component, disregarding any increase therein applied for after the relevant failure first occurred;

X/Y is in the case of an NDM Supply Point Component, zero;

P is the sum of the Applicable Daily Rates of:

- (i) the Capacity Variable Component of the Customer Charge, and
- (ii) in the case of an LDZ Supply Point, the LDZ Capacity Charge, and
- (iii) the applicable NTS Exit Capacity Charge.

F is ten (10) in relation to a Firm Supply Point Component and five (5) in relation to an Interruptible Supply Point Component;

(b) where:

- (i) as a result of the relevant failure gas is not available for offtake for a period of 24 hours, and
- (ii) the amount determined under paragraph (a) would for each consecutive period of 24 hours during which the relevant failure continued to be less than £50 in relation to a NDM Supply Point Component and £250 in relation to an DM Supply Point Component
- (iii) for each consecutive period of 24 hours or part of such a period, commencing with the expiry of the first 24 hours of such failure, during which the relevant failure continued, an amount of £50 in relation to a NDM Supply Point Component and an amount of £250 in relation to an DM Supply Point Component.

3.5.4 For the purposes of this paragraph 3.5:

- (a) in determining 'Y' in paragraph 3.5.3, in the case of a DMA Supply Point Component there shall be deemed to be a Nomination Quantity in respect of each DMA Supply Point Component in the relevant DMA Supply Point Group, determined by apportioning the Nomination Quantity for such Supply Point Group between such Supply Point Components in proportion to their respective Annual Quantities.
- (b) in relation to an Interruptible Supply Point Component, the Applicable Daily Rates in 'P' in paragraph 3.5.3 shall be determined as though the Supply Point Component were Firm; and

- (c) for the purposes of paragraphs 3.5.2 and 3.5.3(b), any such period of 24 hours as is referred to in Section L4.3.2(d) is concurrent with and not in addition to the first 24 hours referred to in paragraph 3.5.2 or 3.5.3(b), and accordingly (notwithstanding Section L4.3.1) any period of Programmed Maintenance (in respect of the Supply Point) shall count towards such first 24 hours.

3.5.5 In the case of a Connected System Exit Point, the Transporter will pay to each CSEP User an amount determined as:

$$C \times (1 - X / Y) \times P$$

where:

- C is the amount of the Relevant Exit Capacity held by the CSEP User at the Connected System Exit Point on the relevant Day;
- X is the relevant proportion of the quantity of gas which was made available for offtake from the Total System by CSEP Users in aggregate on the relevant Day;
- Y is the Nominated Quantity (subject to paragraph 3.5.4) under the CSEP User's Output Nomination for the Connected System Exit Point, provided that
- (i) no account shall be taken of any Renomination, on the Day when the failure occurred or first occurred, made after the time at which the CSEP User first became aware of such failure; and
 - (ii) Y shall not exceed the amount of the User's Relevant Exit Capacity at the Connected System Exit Point, disregarding any increase therein applied for after the relevant failure first occurred;
- P is the sum of the Applicable Daily Rates of:
- (i) the CSEP Charge to the extent of any component thereof which varies with Relevant Exit Capacity;
 - (ii) in the case of an LDZ Connected System Exit Point, the LDZ Capacity Charge; and
 - (iii) the applicable NTS Exit Capacity Charge.

3.5.6 For the purposes of paragraph 3.5.5:

- (a) a CSEP User's "**Relevant Exit Capacity**" is, in the case of an LDZ Connected System Exit Point, its Registered LDZ Capacity, and in the case of an NTS Connected System Exit Point, its Available NTS Capacity, at such Connected System Exit Point; and
- (b) the relevant proportion of a CSEP User is the amount determined as 'Y' for the User on the relevant Day in accordance with paragraph 3.5.5 divided by the aggregate of the amounts so determined as 'Y' for all CSEP Users.

- 3.5.7 In the case of an Inter-System Offtake, where:
- (a) as a result of the relevant failure the downstream Transporter itself fails to make gas available for offtake (in accordance with its obligations under the Code) at any System Exit Point on the downstream System, and
 - (b) the downstream Transporter acts and has acted as a reasonable and prudent operator with a view to avoiding or limiting the effect of such failure (of the upstream Transporter) on its ability so to make gas available for offtake
 - (c) the Transporter shall pay to the Offtaking User an amount equal to the amounts for which the downstream Transporter was liable pursuant to this paragraph 3.5 in respect of the downstream Transporter's failure to make gas available for offtake, to the extent to which such failure resulted from the relevant failure of the upstream Transporter.
- 3.5.8 For the purposes of paragraphs 3.4.1(c)(ii), 3.5.7 and 7.4.1, references to amounts for which a downstream DN Operator or Transco NTS is liable pursuant to this paragraph 3.5:
- (a) (other than in relation to paragraph (b)) shall be determined subject to the effect of Section V13;
 - (b) shall be deemed to include amounts for which the downstream DN Operator or Transco NTS was liable by way of compensation under (and pursuant to regulations made under) Section 33AA of the Act.
- 3.5.9 For the purposes of Section V13, the rules in paragraphs 3.5.2, 3.5.3 and 3.5.5 (but not paragraph 3.5.7, but without prejudice to paragraph 3.5.8(a)) are Compensation Rules within Compensation Group J; and in relation thereto the 'payment month' is the second month following the month in which the relevant failure commenced.
- 3.5.10 For the purposes of paragraphs 3.5.3, 3.5.5 and 3.5.7, any dispute as to the quantity of gas which was made available for offtake at the relevant DM Supply Point Component, Connected System Exit Point or Inter-System Offtake on the relevant Day shall be referred to Expert Determination.

3.6 Force Majeure

- 3.6.1 Where:
- (a) by reason of Force Majeure affecting the Transporter, the Transporter is relieved from liability in respect of its obligation to make gas available for offtake from the Total System at a System Exit Point, and
 - (b) the occurrence of Force Majeure continues for a period of more than 7 Days,
- for each Day after the 7th Day on which the Transporter continues to be relieved of such obligation, the User(s) registered as holding System Capacity at such point will cease to be liable to pay the Capacity Charges referred to in

paragraph 3.6.2.

3.6.2 Subject to paragraph 3.6.3, the relevant Capacity Charges are:

- (a) in the case of any System Exit Point, the LDZ Capacity Charges (where relevant) and the Capacity Variable Component of the Customer Charge payable by the User in respect of such point; and
- (b) in the case of a System Exit Point other than an Interruptible Supply Point, NTS Exit Capacity Charges in respect of an amount of NTS Exit Capacity (in respect of the relevant NTS Exit Point) equal to the User's Registered LDZ Capacity.

3.6.3 Where in relation to any Day (after the 7th Day) the effect of the occurrence of Force Majeure is a partial (rather than total) reduction in the availability of gas for offtake from the Total System, the relevant Capacity Charges will be that proportion of those described in paragraph 3.6.2 determined as:

$$(C - X) / C$$

where:

C is the amount of the User's Registered LDZ Capacity (as at the Day when the occurrence of Force Majeure commenced) at the relevant System Exit Point; and

X is the quantity of gas which was made available for offtake from the relevant System at the relevant System Exit Point on the Day.

3.7 Point of offtake

3.7.1 The point of offtake in respect of each Individual System Exit Point comprised in any System Exit Point shall be:

- (a) in the case of a Supply Point:
 - (i) except as provided in paragraph (ii), the outlet of the customer control valve on the service pipe;
 - (ii) where there is in force a Network Exit Agreement which identifies (by description or a diagram or both) the point(s) of offtake, the point or points so identified; and
- (b) in the case of a Connected System Exit Point or Inter-System Offtake, the point of offtake identified in accordance with paragraph 3.7.2.

3.7.2 The Network Exit Provisions in force in respect of a Connected System Exit Point or Inter-System Offtake will identify (by description or a diagram or both) a point of offtake in respect of each Individual System Exit Point comprised in the Connected System Exit Point or Inter-System Offtake.

3.7.3 Title and (without prejudice to paragraph 3.4) risk in gas offtaken from the relevant System at a System Exit Point (other than an Inter-System Offtake) shall pass to the Offtaking User at the relevant point of offtake in accordance with paragraph 3.7.1.

- 3.7.4 The Transporter warrants to each Shipper User that the Transporter will have title (at the point of offtake) to all gas:
- (a) made available for offtake from the Total System at any System Exit Point by that User, and
 - (b) taken out of the upstream System by that User at an Inter-System Offtake
 - (c) and that all such gas will (at such point) be free of any lien, charge, encumbrance or adverse claim (as to title or otherwise), including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before offtake thereof from the relevant System.
- 3.7.5 The Transporter shall indemnify each User and hold it harmless against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against such User in consequence of any breach of the warranty in paragraph 3.7.4.

3.8 User offtake obligations: DM Supply Point Components

- 3.8.1 A User is not entitled to offtake gas from the Total System at a DM Supply Point Component at a rate which exceeds the Supply Point Offtake Rate, and shall take all reasonable steps to ensure that gas is not offtaken at such a rate.
- 3.8.2 Where:
- (a) the Transporter believes on reasonable grounds that gas is being or will be offtaken from the Total System at a DM Supply Point Component at a rate which exceeds the Supply Point Offtake Rate; and
 - (b) in the Transporter's reasonable judgment the security of the relevant System may be prejudiced as a result
- the Transporter may take any steps available to it to secure the required reduction in the rate of or the discontinuance of the offtake of gas from the relevant System at the Supply Point Component.
- 3.8.3 The steps referred to in paragraph 3.8.2 include the disconnection of the relevant premises; but (without prejudice to any provision of the Gas Code) the Transporter will endeavour not to take this step where alternative steps are available and adequate in the circumstances.
- 3.8.4 The Transporter will not be obliged under any provision of the Code to make gas available for offtake from the Total System by a User at a DM Supply Point Component:
- (a) at any time, at a rate which exceeds the Permitted Supply Point Offtake Rate, or
 - (b) on any Day, in a quantity which exceeds the User's Registered Supply Point Capacity.

- 3.8.5 In relation to a DM Supply Point Component which comprises Shared Supply Meter Point(s), a User shall not be in breach of paragraph 3.8.1, and paragraph 3.8.2 shall not apply, if the aggregate rate at which gas is offtaken from the Total System at all of the DM Supply Point Components which comprise such Shared Supply Meter Point does not exceed the aggregate of the Supply Point Offtake Rates in respect of such Supply Point Components.

3.9 User offtake obligations: CSEPs

- 3.9.1 A CSEP User is not entitled to offtake gas from the Total System at a relevant Connected System Exit Point at a rate which exceeds the maximum rate permitted (for that CSEP User) in accordance with the CSEP Network Exit Agreement.

- 3.9.2 Where:

- (a) the Transporter believes on reasonable grounds that gas is being or will be offtaken from the Total System at a rate which exceeds the maximum aggregate rate permitted in accordance with the CSEP Network Exit Agreement; and
- (b) in the Transporter's reasonable judgement the security of the relevant System may be prejudiced as a result;

the Transporter may (subject to and/or in accordance with any provisions of the CSEP Network Exit Agreement) take any steps available to it to secure the required reduction in the rate of or discontinuance of offtake of gas from the Connected System Exit Point.

- 3.9.3 The Transporter will not be obliged under any provision of the Code to make gas available for offtake from the Total System at a relevant Connected System Exit Point:

- (a) by CSEP Users in aggregate, at any time, at a rate which exceeds the maximum aggregate rate permitted in accordance with the CSEP Network Exit Agreement; and
- (b) by a CSEP User, on any Day, in a quantity which exceeds the User's Registered LDZ Capacity (in the case of a relevant LDZ Connected System Exit Point) or Available NTS Exit Capacity (in the case of a relevant NTS Connected System Exit Point).

3.10 User offtake obligations: Inter-System Offtakes

- 3.10.1 A DNO User is not entitled to offtake gas from the upstream System at an Inter-System Offtake at a rate which exceeds the maximum permitted rate in accordance with paragraph 3.10.2 or 3.10.3 (as applicable), and shall take all reasonable steps to ensure that gas is not offtaken at such a rate.

- 3.10.2 The maximum permitted rate in respect of an NTS/LDZ Offtake is a rate calculated as:

3.10.3 $(C_{\text{FLAT}} / 24) + (C_{\text{FLEX}} / 8)$

3.10.4 where:

3.10.5 C_{FLAT} is the DNO User's NTS Offtake (Flat) Capacity;

3.10.6 C_{FLEX} is the DNO User's NTS Offtake (Flexibility) Capacity.

3.10.7 The maximum permitted rate in respect of an LDZ/LDZ Offtake is the rate specified in or determined pursuant to the Network Exit Provisions.

3.10.8 Where:

- (a) the upstream Transporter believes on reasonable grounds that gas is being or will be offtaken from the upstream System at an Inter-System Offtake at a rate which exceeds the maximum permitted rate; and
- (b) in the upstream Transporter's reasonable judgment the security of the upstream System may be prejudiced as a result
- (c) the upstream Transporter may take any steps available to it in accordance with (and subject to) the provisions of the Offtake Arrangements Document to secure the required reduction in the rate of or the discontinuance of the offtake of gas from the upstream System at the Inter-System Offtake.

3.10.9 The upstream Transporter will not be obliged under any provision of the Code to make gas available for offtake from the upstream System by a User:

- (a) at an NTS/LDZ Offtake:
 - (i) at any time, at a rate which exceeds the maximum permitted rate (in accordance with paragraph 3.10.2);
 - (ii) on any Day, in a quantity which exceeds the User's NTS Offtake (Flat) Capacity; or
 - (iii) in the period between 0600 hours and 2200 hours on any Day, in a quantity which exceeds $(\text{NOFC} + 16/24 * Q_D)$ (as those terms are defined in Section B6.4);
- (b) at an LDZ/LDZ Offtake:
 - (i) at any time, at a rate which exceeds the maximum permitted rate (in accordance with paragraph 3.10.3);
 - (ii) on any Day, in a quantity which exceeds the maximum permitted quantity in accordance with the Network Exit Provisions.

3.11 Alternative arrangements for PGT CSEPs

3.11.1 This paragraph 3.10 shall apply, in addition to and (to the extent in conflict with) in substitution for the provisions of paragraphs 3.4 and 3.5, in the case of a LDZ Connected System Exit Point, where the Connected System Operator is the holder of a Gas Transporter's Licence and the Connected Offtake System is

a pipeline system the conveyance of gas in which is either authorised by such licence, or exempt (from the requirement to be so licensed) pursuant to an order (under Section 6A of the Act) granting temporary exemption from such requirement.

3.11.2 For the purposes of paragraph 3.4, where the condition in paragraph 3.11.4 is satisfied:

- (a) subject to the limit in paragraph 3.4.3, the costs and expenses referred to in paragraph 3.4.1 shall include costs and expenses incurred in cleaning or clearing plant and/or equipment at Connected System Premises in which the non-compliant gas has been used;
- (b) the limit in paragraph 3.4.3 shall apply only in relation to the amount of the costs and expenses in paragraph 3.11.2(a);
- (c) the amount payable by the Transporter to an Offtaking User in relation to the costs and expenses referred to in paragraph 3.4.1 (including subject to the limit in paragraph 3.4.3 those within paragraph (a)) shall be the User's Offtake Proportion of the CSEP Liability Sharing Proportion of such costs and expenses.

3.11.3 For the purposes of paragraph 3.5, where the condition in paragraph 3.11.4 is satisfied:

- (a) paragraph 3.5.5 shall not apply;
- (b) the Transporter shall pay to each CSEP User an amount calculated as the CSEP Liability Sharing Proportion of:
 - (i) the amount determined under paragraph 3.11.6, where that paragraph applies; and
 - (ii) the User's Offtake Proportion of any costs and expenses incurred by the Connected System Operator, directly as a consequence of the failure by the Transporter to make gas available for offtake at the Connected System Exit Point, so that the Connected Offtake System can be operated in accordance with applicable Legal Requirements.

3.11.4 The condition referred to in paragraphs 3.11.2 and 3.11.3 is that the Connected System Operator:

- (a) shall (to the maximum extent permitted by law) fully and effectively have waived any claim against the Transporter in respect of any liability (in contract, tort or otherwise) in respect of the making available for offtake from the Total System of non-compliant gas, or (as the case may be) the failure to make gas available for offtake, or (in either case) the event or circumstances giving rise thereto;
- (b) shall have taken all such steps as are reasonable in the circumstances and having regard to any such provisions of the CSEP Network Exit Agreement as are referred to in paragraph 4.3.3(d) to avoid or limit the

consequences of the relevant occurrence in relation to which such costs and expenses referred to in paragraph 3.11.2 or 3.11.3 are incurred, and to limit such costs and expenses;

- (c) shall have agreed insofar as is reasonable in the circumstances that, if the Transporter so requires, all or some of the works necessitated by the relevant occurrence shall be undertaken by the Transporter at the Transporter's cost (offsetting the cost of such works against the amounts payable by the Transporter pursuant to paragraphs 3.11.2(c) and 3.11.3(b)(ii)) and on such other terms as shall be reasonable for the Transporter and the Connected System Operator to agree.

3.11.5 Paragraph 3.11.6 applies where:

- (a) in consequence of the failure (for whatever period of time) to make gas available for offtake from the Total System at the Connected System Exit Point, the Connected System Operator fails to make gas available for offtake from the Connected Offtake System at Connected System Premises, and
- (b) a commitment exists on the part of the Connected System Operator or a relevant supplier to make a payment, in consequence of such failure, to the consumer at the Connected System Premises.

3.11.6 Where this paragraph applies, the amount referred to in paragraph 3.11.3(b)(i) is the aggregate, for all of the Connected System Premises to which the CSEP User has (at the relevant time) arranged for gas to be conveyed by the Connected System Operator, of the amount (in respect of each such premises) ascertained pursuant to paragraph (a) or (b) below:

- (a) where the rate at which gas is expected to be supplied to the consumer at the Connected System Premises does not exceed 73,200 kWh (2,500 *therms*) per annum, for each consecutive period of 24 hours, or part of such period, after the first period of 24 hours, for which the failure by the Connected System Operator to make gas available continues, the lesser of £30 and the amount which the Connected System Operator or relevant supplier is (as described in paragraph 3.11.5(b)) committed to pay to the consumer, provided always that:
 - (i) the Transporter shall not be liable to pay a sum in excess of £1000 in respect of a consumer at a Connected System Premises is any one relevant failure to make gas available; and
 - (ii) the Transporter shall not be liable to make any payment where the number of Connected System Premises exceeds 50,000 in any one relevant failure to make gas available;
- (b) where the rate at which gas is expected to be supplied to the consumer at the Connected System Premises exceeds 73,200 kWh (2,500 *therms*) per annum, the lesser of the amount which the Connected System Operator or relevant supplier is (as described in paragraph 3.11.5(b)) committed to pay to the consumer, and the amount which (if the Connected System Premises were connected to the System at a Supply

Point) the Transporter would be required to pay pursuant to paragraph 3.5.3.

3.11.7 For the purposes of this paragraph 3.10:

- (a) the "**CSEP Liability Sharing Proportion**" in relation to a Connected System Exit Point at any time shall be the proportion from time to time specified in or determined pursuant to the CSEP Network Exit Provisions, or determined (for the purposes of this paragraph 3.10) by Transco with Condition [A11(18)] Approval of the Authority (where the CSEP Network Exit Provisions do not so specify or provide for such determination);
- (b) "**Connected System Premises**" are premises connected to the Connected Offtake System.

3.11.8 For the purposes of Section V13, the rule in paragraph 3.11.3 is a Compensation Rule within Compensation Group J; and in relation thereto the "**payment month**" is the second month following the month in which the relevant failure commenced.

4 REQUIREMENTS UNDER NETWORK EXIT PROVISIONS

4.1 General

4.1.1 Requirements (further to those in the foregoing provisions of this Section J) in respect of the plant and equipment to be installed at and the offtake of gas from the relevant System at certain System Exit Points are set out:

- (a) in relation to NExA Supply Meter Points, Connected System Exit Points and Inter-System Offtakes generally, in this paragraph 4;
- (b) in relation to NExA Supply Meter Points specifically, in paragraph 5;
- (c) in relation to Connected System Exit Points specifically, in paragraph 6;
- (d) in relation to Inter-System Offtakes specifically, in paragraph 7.

4.1.2 The relevant requirements referred to in paragraph 4.1.1 apply:

- (a) in the case of a NExA Supply Meter Point, as and to the extent so required by the Transporter pursuant to the Network Exit Provisions (and in the case of each of paragraphs 4.6 to 4.8 and 5.6 to 5.8, where the Network Exit Provisions contains provisions, whether or not expressly referring to such paragraph, by reference to which such paragraph is capable of applying);
- (b) in the case of a Connected System Exit Point, where the relevant Network Exit Provisions provide for that requirement to apply (or where the application of such requirement is not limited to 'relevant' Connected System Exit Points);

- (c) in the case of all NTS/LDZ Offtakes, and to the extent provided in the Network Exit Provisions in the case of a LDZ/LDZ Offtake.

4.1.3 For the purposes of any provision of paragraphs 4.6 to 4.8, a "relevant" System Exit Point is any Inter-System Offtake and a NExA Supply Meter Point or Connected System Exit Point in respect of which such provision is (in accordance with paragraph 4.1.2) to apply.

4.2 Failure to comply

4.2.1 Where and for so long as:

- (a) any requirement applying pursuant to this paragraph 4 or paragraph 5, 6 or 7 (other than a requirement applying to the Transporter) of the Network Exit Provisions is not for the time being complied with or is incapable of being complied with in relation to a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake, and

- (b) in the Transporter's reasonable opinion such non-compliance or inability to comply may prejudice the security of the relevant System

the Transporter shall (until such time as it is reasonably satisfied that such non-compliance has been remedied) be entitled to require by notice to the Relevant User that the offtake of gas shall, subject to any contrary provisions in the Network Exit Provisions, be discontinued or its rate reduced, and may in any event take any steps available to it to secure such discontinuance or reduction, provided that where the Transporter takes such steps it will so notify the Relevant User as soon as reasonably practicable after so doing.

4.3 Network Exit Provisions

4.3.1 Network Exit Provisions in respect of a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake:

- (a) will specify the point of offtake in accordance with paragraph 3.7.1(a);
- (b) will specify the plant and equipment installed pursuant to paragraph 4.4;
- (c) may provide (whether by express reference to such provisions or otherwise) for the application of any of paragraphs 4.5 to 5.9;
- (d) may provide for a Special Offtake Arrangement in accordance with paragraph 2.3.1;
- (e) may specify requirements (without prejudice to paragraph 2.1.5) as to the pressure at which gas is to be made available for offtake from the relevant System, and/or stipulate that the point at which the Applicable Offtake Pressure is to apply is a point other than the point of offtake;
- (f) will specify (in the case of an Connected System Exit Point or NTS Exit Point) for the purposes of Section L4.3.2(a) the numbers of Days of permitted Planned Maintenance in any Planned Maintenance Period and any three consecutive Planned Maintenance Periods, or (as the case

may be) the number of Days of permitted Flow Relevant Maintenance in any Gas Year;

- (g) may specify other matters relating to the offtake of gas for purposes of commissioning the Consumer's Plant, Connected Offtake System or (as the case may be) downstream System, or any plant or equipment referred to in paragraph (b); and
- (h) may specify procedures applicable in the event of any emergency circumstances affecting the Transporter or the consumer, Connected System Operator or (as the case may be) downstream DN Operator (including any Emergency in accordance with Section Q).

4.3.2 Network Exit Provisions may also provide for:

- (a) the Transporter and the consumer, Connected System Operator or (as the case may be) downstream DN Operator to have access to each other's facilities for the purposes of verification of compliance with the requirements of the Agreement;
- (b) terms according to which and circumstances in which the Network Exit Provisions may be terminated or expire; and
- (c) any other terms or conditions which may be appropriate for the purposes of the Code in respect of the offtake of gas from the System or (in relation to such offtake) the Consumer's Plant, Connected Offtake System or (as the case may be) downstream System.

4.3.3 In addition to or in substitution of provisions pursuant to paragraph 4.3.1, Network Exit Provisions in relation to a Connected System Exit Point or Inter-System Offtake:

- (a) except in the case of an Unmetered Connected System Exit Point, will specify the procedures, methods and standards by which the volume and quantity of gas offtaken each Day from the relevant System at the System Exit Point is to be determined;
- (b) may specify the basis on which the pressure and composition of gas made available for offtake each Day at the System Exit Point is to be determined;
- (c) will specify the measurement equipment required to be installed (whether on the Connected Offtake System or downstream System, or on the relevant System) in connection with the requirements (where applicable) specified under paragraphs 5.8.1(a) and (b);
- (d) may require plant and equipment (in addition to or substitution of that contemplated in paragraph 4.4) to be installed, maintained and operated by the Connected System Operator, downstream DN Operator or the Transporter;
- (e) may contain provisions (including operating procedures, requirements as to notifications by the Connected System Operator or downstream

DN Operator, and provisions as to the control or setting of any plant, equipment or installation installed pursuant to paragraph (d)) pursuant to which the offtake of gas from the System at the System Exit Point may be discontinued or restricted, or changes (including reductions) in the rate of such offtake limited; and the Transporter will not be in breach of its obligation to make gas available for offtake at the System Exit Point by virtue of the operation (in accordance with its terms) of any such provision;

- (f) may specify requirements as to the rate or rates at which gas is permitted to be offtaken from the relevant System at the Connected System Exit Point.

4.3.4 In the case of a NExA Supply Meter Point (where the Supply Point Network Exit Agreement is made with the consumer) or a Connected System Exit Point, the Transporter shall not be required (for itself or for the benefit of any User) to secure in the Network Exit Agreement any remedy against the relevant consumer or Connected System Operator, nor to take any steps to enforce any provision of such a Network Exit Agreement.

4.3.5 The Transporter will not be required to make gas available for offtake at a NExA Supply Meter Point, Connected System Exit Point or Inter-System Offtake where (other than by reason of a breach by the Transporter thereof) the applicable Network Exit Provisions have been suspended or terminated in accordance with its terms.

4.4 Plant and equipment

4.4.1 The plant and equipment installed at a NExA Supply Meter Point or Connected System Exit Point may include:

- (a) volumetric control or override, by means of which the instantaneous rate (in terms of volume) at which gas may be offtaken may be limited (and such limit set remotely by the Transporter);
- (b) remote isolation valve, by means of which the Transporter may remotely cause the offtake of gas to be discontinued;
- (c) calorimetric equipment, by means of which the calorific value of gas offtaken may be continuously monitored; and
- (d) preheating equipment, by means of which the temperature of gas offtaken may be maintained (having regard to the operation of any other plant or equipment installed pursuant to this paragraph 4.4.1 or paragraph 4.4.2) at a given temperature (not less than 0°C).

4.4.2 The plant and equipment installed or to be installed pursuant to paragraph 4.4.1 will be specified in the relevant Network Exit Provisions (and may where so provided in such Network Exit Provisions be or have been furnished and installed by the Transporter).

4.4.3 Where volumetric control or override is installed pursuant to paragraph 4.4.1(a), the Transporter may, but (subject to any provision of the Network Exit

Provisions) shall not be required to, set such control or override, or require it to be set, so as to limit the rate (in volume terms) at which gas is offtaken to a rate equivalent (on the basis of the applicable calorific value) to the Prevailing Offtake Rate, or otherwise as may be provided in the Network Exit Provisions.

4.4.4 Where a remote isolation valve is installed pursuant to paragraph 4.4.1(b), the Transporter may, but (subject to any provision of the Network Exit Provisions) shall not be required to, operate such valve in any circumstances in which, in accordance with the Code or the Act, the Transporter is permitted to interrupt or cause the discontinuance or reduction of offtake, or disconnect the Supply Point Premises or (as the case may be) Connected Offtake System.

4.4.5 The Transporter will not be in breach of its obligation to make gas available for offtake at the NExA Supply Meter Point or (as the case may be) Connected System Exit Point:

- (a) where and to the extent that:
 - (i) any plant or equipment installed pursuant to paragraph 4.4.1 operates (in accordance with any provisions of the Network Exit Provisions as to such operation or the control or setting of such plant or equipment) so as to limit or discontinue the offtake of gas from the Total System; or
 - (ii) the Transporter takes any action in accordance with any provisions of this paragraph 4 or of Network Exit Provisions which limits or discontinues the offtake of gas from the Total System; and
- (b) in the event of any failure of or defect in any plant or equipment installed by the Transporter at the System Exit Point, or requirement for maintenance thereof, until and unless:
 - (i) the User, the Connected System Operator or the consumer has notified the Transporter of such failure, defect or requirement; and
 - (ii) following such notice the Transporter has not, within 24 hours after such notification or such other period as may be provided in the Network Exit Provisions, and subject to having such access as shall be reasonable in the circumstances, repaired or replaced the relevant plant or equipment or carried out the required maintenance (but so that nothing in the Code or the Network Exit Provisions shall require the Registered User to pay for any such repair, replacement or maintenance).

4.5 Offtake Profile Notice

4.5.1 In relation to a relevant System Exit Point, a notification ("**Offtake Profile Notice**") shall be provided to the Transporter, not later than the time on the Preceding Day specified in the Network Exit Provisions, setting out rates of offtake (not exceeding the Permitted Offtake Rate) throughout the Gas Flow Day.

- 4.5.2 For the purposes of this paragraph 4, "**rate of offtake**" means the instantaneous rate (expressed in MW) of offtake of gas from the System at a relevant System Exit Point (and references to the rate of offtake include a rate of zero where gas is not offtaken, and references to a change in rate of offtake shall be construed accordingly).
- 4.5.3 In relation to a relevant System Exit Point, the Network Exit Provisions will prescribe a period of notice to be given (by way of modified Offtake Profile Notice) to the Transporter of any change ("**Offtake Rate Change**"), by reference to the prevailing Offtake Profile Notice, in the rate of offtake of gas, which period of notice may depend:
- (a) on whether the Offtake Rate Change is an increase or a decrease in rate of offtake,
 - (b) on the amount of the Offtake Rate Change, expressed as an absolute amount or a percentage of a rate determined from the Permitted Offtake Rate or otherwise; and
 - (c) on whether any earlier change in the rate of offtake has been notified or occurred within any specified period before the Offtake Rate Change.
- 4.5.4 The Offtake Profile Notice may be modified, as to the rate of offtake from and after any time, by notice before that time of the period referred to in paragraph 4.5.3, but (without prejudice to paragraph 5.6 or 5.8 where either applies) not otherwise.
- 4.5.5 Where, upon a request to that effect, the Transporter determines that it is feasible, consistently (so far as the Transporter can judge in the circumstances) with the expectation in paragraph 4.5.6, and in the case of Transco NTS, in accordance with paragraph 7.3.2, to make gas available for offtake:
- (a) at the relevant System Exit Point at a changed rate of offtake (specified in such request) upon a lesser period of notice than that referred to in paragraph 4.5.3, the Offtake Profile Notice may be modified in accordance with such request;
 - (b) at an NTS/LDZ Offtake, in accordance with a request pursuant to paragraph 7.2.1, an Offtake Profile Notice may be submitted or modified in accordance with such request.
- 4.5.6 The expectation referred to in paragraph 4.5.5 is that:
- (a) for the purposes of paragraph 4.5.5(a), the change in rate of offtake on such lesser period of notice
 - (b) for the purposes of paragraph 4.5.5(b), the offtake of gas at the rates of offtake in the requested Offtake Profile Notice
 - (c) should not, of itself and at the time, give rise to an Operational Balancing Requirement (but it is recognised that such change or rates of offtake may contribute to any such requirement at any later time)
- 4.5.7 No communication to the Transporter pursuant to this paragraph 4.5 shall be (or

shall be treated as in substitution for) a Nomination or Renomination under Section C.

4.5.8 Without prejudice to this paragraph 4, the Relevant User shall in any event ensure that as much notice as is reasonably practicable is given to the Transporter of any change in the rate of offtake.

4.5.9 In this paragraph 4.6 "Permitted Offtake Rate" means:

- (a) in relation to a Supply Meter Point, the Supply Point Offtake Rate;
- (b) in relation to a Connected System Exit Point, the maximum permitted rate of offtake in accordance with the Network Exit Provisions;
- (c) in relation to an Inter-System Offtake, the maximum permitted rate of offtake in accordance with paragraph 3.10.2 or 3.10.3.

4.6 Prevailing Offtake Rate

4.6.1 At any time on the Gas Flow Day the "**Prevailing Offtake Rate**" is the rate of offtake set out in respect of such time in the Offtake Profile Notice (as from time to time modified pursuant to paragraph 4.5.4).

4.6.2 Subject (in the case of a NEXA Supply Meter Point) to paragraphs 5.6 and 5.8, gas may not be offtaken from the System:

- (a) at a relevant System Exit Point, and
- (b) at certain NTS/LDZ Offtakes (as specified in the Network Exit Provisions) in aggregate

at any time on any Day at a rate of offtake (or aggregate rate of offtake) which exceeds or is less than the Prevailing Offtake Rate (or aggregate of the Prevailing Offtake Rates) by more than the relevant tolerance specified (for the purposes of this requirement) in the Network Exit Provisions.

4.6.3 Subject (in the case of a NEXA Supply Meter Point) to paragraph 5.8, the Transporter will not be required to make gas available for offtake from the System:

- (a) at a relevant System Exit Point, and
- (b) at certain NTS/LDZ Offtakes (as specified in the Network Exit Provisions) in aggregate
- (c) at any time on any Day at a rate of offtake (or aggregate rate of offtake) which exceeds the Prevailing Offtake Rate (or aggregate of the Prevailing Offtake Rates).

4.7 Ramp Rates

4.7.1 Network Exit Provisions may prescribe maximum rates of change (expressed in MW/minute or other units of rate of change) of the rate of offtake.

- 4.7.2 In relation to a relevant System Exit Point, subject (in the case of a NEXA Supply Meter Point) to paragraph 5.8, at any time on the Gas Flow Day at which there is a change (pursuant to the Offtake Profile Notice) in the Prevailing Offtake Rate, the rate of change of the rate of offtake shall not exceed the rate of change prescribed (in accordance with paragraph 4.7.1) in the Network Exit Provisions.
- 4.7.3 Subject (in the case of a NEXA Supply Meter Point) to paragraph 5.8, the Transporter will not be required to make gas available for offtake from the System at a relevant System Exit Point at an increasing rate the rate of change of which exceeds the rate of increase prescribed (in accordance with paragraph 4.7.1) in the Network Exit Provisions.

5 NEXA SUPPLY METER POINTS – SPECIAL PROVISIONS

5.1 General

- 5.1.1 Subject to paragraph 5.6, nothing in paragraph 4 or this paragraph 5 affects the application of any provision of the Code to any other Supply Meter Point comprised in the same Supply Point as a NEXA Supply Meter Point.

5.2 Network Exit Provisions – general provisions

- 5.2.1 Where Supply Point Network Exit Provisions made with the consumer are in force and there is a Registered User in respect of the NEXA Supply Meter Point, the Transporter will not, unless upon the Transporter's application the Authority shall give Condition [A11(18)] Approval to its doing so, agree to any modification of the Network Exit Provisions without the approval of the Registered User(s) for the time being.
- 5.2.2 Where a User submits a Supply Point Nomination in respect of a Supply Point which includes a NEXA Supply Meter Point, the Transporter will inform the User of the existence (but not of the terms) of the Network Exit Provisions, and the User shall be responsible for ascertaining the terms thereof from the relevant consumer; and where the User subsequently submits a Supply Point Confirmation the User shall be deemed to be fully informed of such terms.
- 5.2.3 Except as provided in paragraph 5.2.2 the Transporter will not, unless the terms of the Network Exit Provisions expressly so permit, disclose the provisions of Supply Point Network Exit Provisions to any User (including a User who has submitted a Supply Point Nomination or Supply Point Confirmation) other than the Registered User.

5.3 Application

- 5.3.1 The Registered User, or (where relevant) the Sharing Registered Users jointly, shall be responsible for securing that the requirements of paragraphs 4.5, 4.6, 4.7 and 5.6 are complied with in respect of a NEXA Supply Meter Point.
- 5.3.2 The requirements of paragraphs 4.5, 4.6, 4.7, 5.7 and 5.8 apply as to the offtake of gas from the Total System at a NEXA Supply Meter Point in aggregate by all Sharing Registered Users (where applicable).

5.4 Further Network Exit Provisions

- 5.4.1 Network Exit Provisions in respect of a NExA Supply Meter Point,
- (a) may contain provisions applicable for the purposes of paragraph 5.5;
 - (b) may specify details and/or standards for the design, specification and manufacture and/or the accuracy of the Supply Meter, and/or contain provisions (which may differ from those of Section M) as to any of the matters provided for in Section M;
 - (c) where the Consumer's Plant is generating plant, will specify the basis for determining the date at which commissioning of the Consumer's Plant shall be treated as completed (by reference to the successful completion of that part of the commissioning programme which tests the ability of the Consumer's Plant to run reliably for a continuous period of 30 days);

5.5 Requirement for User Agent

- 5.5.1 The Transporter may agree, pursuant to Network Exit Provisions, that no person shall be a Registered User in respect of a NExA Supply Meter Point unless such person has agreed (together with any other Sharing Registered User):
- (a) to appoint the consumer or any other person as User Agent for such purposes as may be specified in the Network Exit Provisions, and/or to cooperate in such manner as may be prescribed in the Network Exit Provisions with the consumer and (where there are Sharing Registered Users) with each other Sharing Registered User to secure coordinated communications with the Transporter in respect of the offtake of gas from the Total System; and
 - (b) to enter into or accede to any agreement in writing with the relevant consumer and any other Sharing Registered User for the purposes of paragraph 4.3.3(a) (to which agreement the Transporter may or may not be party).
- 5.5.2 The Transporter shall be entitled to reject a Supply Point Confirmation made by a User who has not complied with any such requirement as is referred to in paragraph 5.5.1.

5.6 Preheating offtake

- 5.6.1 Where in accordance with the Network Exit Agreement preheating equipment is installed (whether or not pursuant to paragraph 4.4.1(d)) at a NExA Supply Meter Point:
- (a) the point at which gas is offtaken from the Total System for consumption by such preheating equipment shall be a Supply Meter Point (in respect of which the Network Exit Agreement shall specify the point of offtake for the purposes of paragraph 3.7.1);

- (b) Daily Read Equipment will be installed at such Supply Meter Point (which shall accordingly be a DM Supply Meter Point);
- (c) such Supply Meter Point shall be treated for all purposes of the Code as comprised in the same Supply Point as the NExA Supply Meter Point; and
- (d) the gas offtaken from the Total System at such Supply Meter Point shall for all purposes of the Code be treated as offtaken by the Registered User or Sharing Registered Users.

5.6.2 Where the NExA Supply Meter Point is a Shared Supply Meter Point, the Supply Meter Point referred to in paragraph 5.6.1 shall be deemed to be a Shared Supply Meter Point and subject to the same Shared Supply Meter Notification.

5.7 Intertripping and forced outages

5.7.1 Supply Point Network Exit Provisions may prescribe particular circumstances in which, by reason of a sudden interruption in the operation of the Consumer's Plant, the rate of offtake may be reduced suddenly.

5.7.2 Where this paragraph 4.9 applies, in such circumstances and subject to such requirements as may be so prescribed in the Network Exit Provisions:

- (a) the requirements (as to notice and rate of reduction of rate of offtake) of paragraphs 4.5.4 and 4.7 shall not apply; and
- (b) the requirements (as to notice of increase of rate of offtake) of paragraph 4.5.4 shall not apply in respect of a subsequent increase in the rate of offtake not exceeding such amount, and within such period (after the occurrence of the sudden interruption referred to in paragraph 5.7.1), as may be prescribed in the Network Exit Provisions.

5.8 Frequency Response

5.8.1 Where the Consumer's Plant is gas fired generating plant subject to Central Despatch by the National Grid Company plc, Scottish and Southern Energy plc or Scottish Power plc acting as operators of the electricity transmission in Great Britain ("**the Grid Operators**"), it may be required, at the request of the Grid Operators, to respond automatically and rapidly to changes in the electrical frequency of such system by rapidly increasing or subsequently decreasing the rate of offtake, by up to 25% of the Supply Point Offtake Rate ("**Frequency Response**"). "**Central Despatch**" is the process of scheduling and issuing direct instructions by the Grid Operators in accordance with their grid codes.

5.8.2 Where this paragraph 5.8 applies:

- (a) there shall be Network Exit Provisions in force at the NExA Supply Meter Exit;
- (b) the Registered User of the NExA Supply Meter Exit shall notify the Transporter by Conventional Notice that it requires the Frequency

Response service subject to the conditions set out in paragraphs (c) to (i) below;

- (c) the Registered User shall pay such amount (if any) as is identified in the Transportation Statement for Frequency Response;
- (d) where the Registered User has so elected, the requirements of paragraphs 5.6, 4.6.2 and 4.7 shall be disapplied during any period (not exceeding one hour) when the Consumer's Plant is responding to a specific request by a Grid Operator to provide Frequency Response ("**Frequency Response Period**");
- (e) except as set out in this paragraph 5.8 the requirements set out in the Network Exit Agreement shall apply;
- (f) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the pressure of gas made available for offtake at the NExA Supply Meter Exit shall be suspended;
- (g) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the ramp rates, in accordance with paragraph 4.7, shall be amended such that the rate of increase or decrease in the rate of offtake shall not exceed 25% of the maximum offtake rate in a period of 10 seconds during any Frequency Response Period;
- (h) in respect of any Frequency Response Period any provision contained in the Network Exit Agreement as to the period of notice to be given to the Transporter in accordance with paragraph 4.5.3 shall be amended such that:
 - (i) the Registered User(s) shall notify the Transporter within 30 minutes of a Frequency Response Period having commenced at the NExA Supply Meter Point; and
 - (ii) the Offtake Profile Notice submitted on the Day following any Day on which a Frequency Response Period was actually provided shall state the time and duration of any period(s) of Frequency Response; and
- (i) during any Frequency Response Period any provision contained in the Network Exit Agreement as to the temperature of gas, where preheating equipment has been installed in accordance with paragraph 5.6, shall be suspended.

5.8.3 The Transporter may, on written notice, or verbal notice subsequently confirmed in writing, to the Registered User withdraw the right of the Registered User to take Frequency Response at the Consumer's Plant where the Transporter considers that there has been, or is likely to be, a serious detrimental effect on the safe and effective operation of the Total System by reason of the provision of Frequency Response at the Consumer's Plant.

5.8.4 The Transporter may temporarily suspend, by giving 10 Working Days notice

in writing (or immediately on verbal notice in the case of an Emergency, subsequently confirmed in writing) to the Registered User(s) provision of Frequency Response where maintenance activities on the relevant System may impact the Transporter's ability to provide Frequency Response at the Customer's Plant.

- 5.8.5 In providing Frequency Response, or following any material change in the Supply Point Offtake Rate at the Specified Exit Point, the Transporter shall require that a flow test be performed at the Specified Exit Point. Following any material change in the operating conditions of the Total System, the Transporter may require that a flow test be performed at the Specified Exit Point. Any charges for provision of the flow test (if any) shall be set out in the Transportation Statement. If the results of the flow test are unsatisfactory, the Transporter may decline to provide or withdraw Frequency Response at the Specified Exit Point with effect from a specified date.

5.9 Metering and Measurement

- 5.9.1 Where (in accordance with paragraph 5.4.1(b) or 4.4.1(c)) the Network Exit Agreement contains provisions alternative to those contained in Section M, such provisions shall apply as between the Transporter and the Registered User (and any inconsistent provisions of Section M shall not apply).

6 CONNECTED SYSTEM EXIT POINTS – SPECIAL PROVISIONS

6.1 Network Exit Provisions

- 6.1.1 The Transporter will make available to any User on request a copy of the CSEP Network Exit Provisions applicable to a Connected System Exit Point where the Connected System Operator either is a Gas Transporter or has consented to the Transporter's doing so, but not otherwise.
- 6.1.2 A User who becomes a CSEP User (in accordance with paragraph 6.3) in respect of a Connected System Exit Point shall be responsible for obtaining and shall be deemed to have obtained and to be fully informed of the applicable CSEP Network Exit Provisions.
- 6.1.3 Each CSEP User acknowledges and shall be bound by the terms of the CSEP Network Exit Provisions as they apply pursuant to the Code, including those relating to the determination of System Capacity held by the User, nomination of quantities for offtake by the User and measurement or determination of quantities of gas offtaken by the User.
- 6.1.4 CSEP Network Exit Provisions may contain provisions in addition to those contemplated by the Code; and in such a case references in this paragraph 6.1 to the Network Exit Provisions are to those of the provisions which are contemplated by the Code.

6.2 Eligible Connected System Exit Point

- 6.2.1 For the purposes of any provision of the Code:
- (a) a "**relevant**" Connected System Exit Point is a Connected System Exit

Point to which, pursuant to the applicable Network Exit Provisions, that provision is to apply;

- (b) an "**eligible**" Connected System Exit Point is a Connected System Exit Point
 - (i) at which immediately prior to the coming into effect of the Code Modification pursuant to which this paragraph has effect, a CSEP User may, pursuant to the applicable Network Exit Agreement (as it applied at such date), have offered to buy or sell gas to the Transporter by offtaking, by increasing the offtake or by decreasing the offtake of gas from the Total System; and
 - (ii) which, pursuant to the applicable Network Exit Agreement, is to be such a Connected System Exit Point.

6.3 CSEP User

- 6.3.1 No User may apply for or hold System Capacity at or offtake gas at a Connected System Exit Point unless the User has given notice (but subject to paragraphs 6.3.4 and 6.6.1) to the Transporter of its intention to do so.
- 6.3.2 Where a User has given notice under paragraph 6.3.1 the notice shall not be withdrawn other than in accordance with the relevant CSEP Network Exit Provisions.
- 6.3.3 In respect of any Connected System Exit Point a "**CSEP User**" is a User who has given and has not withdrawn notice under paragraph 6.3.1 in respect of that Connected System Exit Point.
- 6.3.4 A User shall not be entitled to give notice pursuant to paragraph 6.3.1 until and unless the User has complied with such conditions as may be specified in the relevant CSEP Network Exit Provisions and (where required pursuant to paragraph 6.6.1) has acceded to the CSEP Ancillary Agreement.

6.4 Amendment of Network Exit Provisions

- 6.4.1 The Transporter will not agree with the Connected System Operator to amend any provision of CSEP Network Exit Provisions which governs or otherwise is directly relevant to the arrangements between the Transporter and Users pursuant to the Code except:
 - (a) in the case where the Connected System Operator is a Gas transporter, by way of modification pursuant to the Modification Rules (subject to paragraph 6.4.3), for which purposes the relevant provision of the CSEP Network Exit Provisions shall be deemed to form a part of the Code; and
 - (b) in any other case, with the approval of each User who is at the relevant time a CSEP User (in respect of the relevant Connected System Exit Point), unless the Authority shall (upon the Transporter's application) give Condition [A11(18)] Approval to the Transporter's agreeing to

such amendment without the approval of such a User.

6.4.2 Paragraph 6.4.1 shall not apply in respect of any amendment of CSEP Network Exit Provisions made in order to comply with any Legal Requirement.

6.4.3 Where the Connected System Operator is a Gas transporter a CSEP Network Exit Agreement may provide:

- (a) for the Transporter or the Connected System Operator to propose a modification to its own code where a modification (affecting the Connected System Exit Point) is proposed to the other's code (for the purposes of which the Transporter's own code is the Code and the Connected System Operator's own code is its relevant network code); and
- (b) (so far as consistent with each Gas Transporter's Licence) for the coordination of such modifications.

6.5 Further Network Exit Provisions

6.5.1 CSEP Network Exit Provisions:

- (a) may contain any provision contemplated by any other Section of the Code;
- (b) may provide for any Code Communication to be made at a different time from that applicable under the usual provisions of the Code;
- (c) may provide for the Connected System Operator to implement any reduction in the rate of or discontinuance of offtake of gas from the Connected Offtake System (including disconnection of any premises therefrom) where the Transporter or the Connected System Operator believes on reasonable grounds that gas is being or will be offtaken from the System by a CSEP User or CSEP Users in aggregate at a rate which exceeds the maximum rate or maximum aggregate rate (as the case may be) permitted in accordance with the CSEP Network Exit Agreement and in the Transporter's judgement the security of the Total System may be prejudiced as a result; and
- (d) may provide for the Connected System Operator to implement any disconnection of premises from the Connected Offtake System in connection with any Termination Notice given by the Transporter under Section V4.3;
- (e) may provide for the CSEP User to be relieved from liability to pay LDZ CSEP Overrun Charges pursuant to arrangements for commissioning referred to in paragraph 4.3.1(g); and
- (f) will for a NTS CSEP specify the method by which NTS Exit Capacity shall be allocated and registered to the CSEP User or shall reference the CSEP Ancillary Agreement which specifies the method by which NTS Exit Capacity shall be booked by the CSEP User.

- 6.5.2 A CSEP Network Exit Agreement may provide for the Connected System Operator or any other person (including the Transporter) to be appointed as User Agent by each User intending to hold System Capacity or offtake gas at the Connected System Exit Point for such purposes as are specified in the Network Exit Agreement, and may provide for each such User to be party to a specified Agreement for the purposes of such appointment (which Agreement may contain terms upon which such person is so appointed including terms as to remuneration of such person); and where the CSEP Network Exit Agreement so provides a User shall not be entitled to give notice pursuant to paragraph 6.3.1 until and unless the User has appointed such person as agent for such purposes and (if so required) has entered into or acceded to such Agreement.
- 6.5.3 The CSEP Network Exit Agreement in respect of an Unmetered Connected System Exit Point:
- (a) will provide for the basis on which the quantities offtaken by CSEP Users individually and in aggregate are to be determined;
 - (b) will provide for adjustment in respect of quantities assumed or determined to have been offtaken in respect of gas which is lost from or unaccounted for in the Connected Offtake System; and
 - (c) may provide for circumstances in which the Connected System Exit Point must cease to be Unmetered.

6.6 CSEP Ancillary Agreement

- 6.6.1 The Transporter may require, as a condition of a User's giving notice pursuant to paragraph 6.3.1, that the User enter into or accede to an Ancillary Agreement ("**CSEP Ancillary Agreement**") in a form designated by the Transporter with Condition [A11(18)] Approval of the Authority setting out terms (in addition to or by way of variation of the terms of the Code) in relation to the use of the relevant System for the purposes of offtake of gas at a Connected System Exit Point.
- 6.6.2 A CSEP Ancillary Agreement shall be deemed to be a part of the Code for the purposes of enabling such Agreement to be modified pursuant to the Modification Rules.
- 6.6.3 A CSEP Ancillary Agreement may contain any provision which may be included in a CSEP Network Exit Agreement, in which case any requirement that the CSEP Network Exit Agreement contain such a provision shall not apply.
- 6.6.4 The Transporter will make available to any User on request a copy of any CSEP Ancillary Agreement.

6.7 NTS Exit Capacity at relevant NTS Connected System Exit Points

- 6.7.1 In accordance with paragraph 3.9, but subject to paragraph 6.7.6, the aggregate of the maximum permitted rates (for each CSEP User) of offtake at a relevant NTS Connected System Exit Point shall not exceed the maximum instantaneous rate at which it is feasible for Transco NTS to make gas available for offtake at

the relevant NTS Connected System Exit Point; and the aggregate amount of NTS Exit Capacity which Users may be holding at a relevant NTS Connected System Exit Point shall not exceed the maximum aggregate amount of gas which it is feasible for Transco NTS to make available for offtake at the Connected System Exit Point in a period of 24 hours.

- 6.7.2 Without prejudice to any provisions for allocation of NTS Exit Capacity contained in the CSEP Network Exit Agreement or any CSEP Ancillary Agreement, or the further provisions of this paragraph 6.7, Transco NTS shall be entitled to reject any application for (or for an increase in) NTS Exit Capacity at a relevant NTS Connected System Exit Point where the requirement in paragraph 6.7.1 would be infringed if it accepted such application.
- 6.7.3 Transco NTS may agree, pursuant to the CSEP Network Exit Agreement or CSEP Ancillary Agreement, and subject to any conditions contained in such Agreement, that with effect from the expiry of the capacity period (as defined in such Agreement) in respect of any prevailing registration in the name of any User of NTS Exit Capacity at an NTS Connected System Exit Point, the User shall be entitled to apply for and may be registered (in priority to any other User) as holding NTS Exit Capacity in an amount subject to such prevailing registration.
- 6.7.4 The CSEP Network Exit Agreement or a CSEP Ancillary Agreement may include a requirement to the effect that a User applying for NTS Exit Capacity at a relevant NTS Connected System Exit Point shall demonstrate (as a condition of such application) to the reasonable satisfaction of Transco NTS that it, or a person purchasing gas from it, is entitled to have gas which has been offtaken by such User from the Total System at the relevant NTS Connected System Exit Point (in the maximum amounts and at the maximum rates commensurate with the NTS Exit Capacity applied for and for a period commensurate with the proposed capacity period) conveyed in the Connected Offtake System.
- 6.7.5 Unless Transco NTS shall otherwise agree, any application by a User for NTS Exit Capacity at a relevant NTS Connected System Exit Point shall be made by way of Conventional Notice; and any registration of NTS Exit Capacity at a relevant NTS Connected System Exit Point in respect of which this paragraph 6.7.5 is not complied with shall be invalid and ineffective notwithstanding such registration may be recorded in UK Link and notwithstanding Transco NTS may have invoiced NTS Exit Capacity Charges pursuant to such registration.
- 6.7.6 Transco NTS may agree pursuant to a CSEP Network Exit Agreement or a CSEP Ancillary Agreement, upon such terms and subject to such conditions as may be provided in such Agreement, that:
- (a) a relevant NTS Connected System Exit Point may be treated, pursuant to Section A3.3.5, as comprising two separate Connected System Exit Points (respectively a "**Firm CSEP**" and an "**Interruptible CSEP**") for the purposes described in this paragraph 6.7.6 and such other purposes as may be specified in such Agreement;
 - (b) a CSEP User may apply for and hold NTS Exit Capacity at the Interruptible CSEP the basis that Transco NTS shall be entitled to

require the User to reduce or discontinue the offtake of gas from the Total System at the Connected System Exit Point:

- (i) where it would not otherwise be feasible for Transco NTS to make available gas for offtake from the Total System by CSEP Users at the Firm CSEP pursuant to the exercise of their entitlements so to offtake gas;
- (ii) in any such other circumstances as may be provided in such Agreement; and
- (c) a CSEP User will not be liable to pay NTS Exit Capacity Charges, or will be liable to pay such charges only at a reduced rate, in respect of NTS Exit Capacity held (in accordance with paragraph (b)) at the Interruptible CSEP
- (d) and in such a case the Firm CSEP, but not the Interruptible CSEP, shall be a relevant Connected System Exit Point for the purposes of paragraph 6.7.1.

7 INTER-SYSTEM OFFTAKES – SPECIAL PROVISIONS

7.1 General

- 7.1.1 The upstream Transporter shall not be in breach of its obligation to make gas available for offtake at an Inter-System Offtake by virtue of the operation in accordance with its terms of any provision of the Offtake Arrangements Document.
- 7.1.2 The downstream Transporter shall not be in breach of its obligations in this Section J by virtue of the operation in accordance with its terms of any provision of the Offtake Arrangements Document.

7.2 Offtake Profile Notice

- 7.2.1 In addition to the requirements in paragraph 4.6, an Offtake Profile Notice submitted in relation to an NTS/LDZ Offtake must satisfy the requirement in paragraph 7.2.2.
- 7.2.2 The requirement is that the offtake of gas (at the NTS/LDZ Offtake) from the NTS at the rates of offtake specified in the Offtake Profile Notice would not result in an NTS Offtake (Flat) Overrun or an NTS Offtake (Flexibility) Overrun.

7.3 Relaxation of requirements

- 7.3.1 In relation to an NTS/LDZ Offtake, for the purposes of paragraph 4.5.5:
 - (a) a request referred to in paragraph 4.5.5(b) is a request to offtake gas at rates on the basis of which the Offtake Profile Notice would not comply with the requirement in paragraph 7.2.2;
 - (b) to the extent to which (on a particular occasion) Transco NTS accepts a

request under paragraph 4.5.5(b):

- (i) for the purposes of paragraph 7.4.1 the requirements of paragraph 7.2 shall be deemed to be modified accordingly;
- (ii) for the avoidance of doubt, such acceptance shall not (for any purposes of the Code) be a variation of the DNO User's NTS Offtake Capacity.

7.3.2 Where (at any time) more than one User has made a request pursuant to paragraph 4.5.5(a) or (b), Tranco NTS shall consider such requests on the basis of such allocation principles as Transco NTS shall from time to time establish and publish for the purposes of this paragraph 7.3.2.

7.4 Liability of downstream DN Operator

7.4.1 If and to the extent that, at any time:

- (a) the downstream DN Operator does not comply with any of the requirements of paragraphs 4.6 and 7.2 in relation to an Inter-System Offtake;
- (b) as a result of such failure to comply, the upstream Transporter itself fails to make gas available for offtake (in accordance with its obligations under the Code) at any System Exit Point on the upstream System; and
- (c) the upstream Transporter acts and has acted as a reasonable and prudent operator with a view to avoiding or limiting the effect of such failure (of the downstream DN Operator) on its ability so to make gas available for offtake;
- (d) then the downstream Transporter shall be liable to the upstream Transporter for all amounts (if any) for which the upstream Transporter was liable (pursuant to the provisions of paragraphs 3.5) to any Shipper User or any other DNO User or any other person consumer in consequence of the upstream Transporter's failure to make gas available for offtake (as referred to in paragraph (b)).

7.4.2 Amounts for which a DN Operator is liable pursuant to paragraph 7.3.1 shall be invoiced and are payable in accordance with Section S.