

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION L – MAINTENANCE AND OPERATIONAL PLANNING

1 GENERAL

1.1 Introduction

1.1.1 Users are required to provide information to Transco NTS in accordance with this Section L for the purposes of enabling Transco NTS:

- (a) to plan (on a weekly basis) the operation of the NTS;
- (b) to comply with its obligations pursuant to applicable Legal Requirements in relation to the maintenance of the NTS;
- (c) to estimate calorific values; and
- (d) to prepare Maintenance Programmes in accordance with paragraph 3.

1.1.2 Transco NTS will establish and update each year a Maintenance Programme in accordance with this Section L.

1.1.3 In undertaking maintenance activities the Transporter will be relieved of its obligations in respect of the offtake of gas subject to and in accordance with paragraph 4.3.

1.1.4 References in the Code to maintenance (of a System or any part of it) include:

- (a) maintenance, inspection, repair, replacement, reinstatement and recommissioning of a System or such part of it;
- (b) works for the expansion, reinforcement or extension of a System, including works in relation to existing parts of a System (including taking any part of a System out of service, whether on a provisional or permanent basis) to enable such works to be carried out; and
- (c) any inspection, testing and commissioning of works within paragraphs (a) and (b), and works preparatory thereto, and any works required for bringing any new or existing part of a System into or back into service.

1.2 NTS Maintenance Programme

1.2.1 For the purposes of this Section L a "**Maintenance Programme**" is a programme (or an updated programme) of planned maintenance of the NTS, as amended pursuant to paragraph 4.1.2, containing in relation to the relevant Planning Period the information specified in paragraph 3.2 and such other information as Transco NTS shall decide to include.

1.2.2 A "**Planning Period**" is a period of 24 months commencing 1st April or 1st October in any year.

1.2.3 The "**April Maintenance Programme**" and the "**October Maintenance Programme**"

respectively are the Maintenance Programmes for the Planning Periods commencing 1st April and 1st October in any year (the October Maintenance Programme being the April Programme updated in respect of updated information and extended for a further 6 months).

1.3 NTS Planned Maintenance Period

1.3.1 A "**Planned Maintenance Period**" is the months of April to October inclusive in any year.

1.3.2 A Maintenance Programme will not provide for maintenance of the NTS other than during a Planned Maintenance Period.

1.4 NTS Maintenance Relevant Parties, etc

For the purposes of this Section L a "**Maintenance Relevant Facility**" is a Connected Delivery Facility or Connected Offtake System or the Consumer's Plant at an NTS Supply Point, and a "**Maintenance Relevant Party**" is any User, a relevant Transporter, a Delivery Facility Operator, Connected Offtake System Operator or (in relation to an NTS Supply Point) the consumer.

1.5 NTS Planning timing

The timetable for preparation during each Gas Year of Maintenance Programmes will normally be as follows:

- (a) in relation to the April Maintenance Programme:
 - (i) by 30th November, Users will provide estimates in accordance with paragraph 2.1;
 - (ii) by 1st February, Transco NTS will publish a draft of the Maintenance Programme in accordance with paragraph 3.3.1(a);
 - (iii) by 1st March, Transco NTS will hold the Annual Maintenance Meeting(s) in accordance with paragraph 3.3.1(b);
 - (iv) by 1st April Transco NTS will publish the Maintenance Programme in accordance with paragraph 3.1; and
- (b) in relation to the October Maintenance Programme:
 - (i) by 30th June, Users will provide updated estimates in accordance with paragraph 2.1;
 - (ii) by 1st September, Transco NTS will publish a draft of the Maintenance Programme in accordance with paragraph 3.3.7;
 - (iii) until 15th September, Users may submit comments on the draft Maintenance Programme in accordance with paragraph 3.3.2(a);
 - (iv) by 1st October (of the following Gas Year) Transco NTS will publish the Maintenance Programme in accordance with paragraph 3.1.

1.6 DNO Users

In this Section L references to Users exclude DNO Users.

2 USER INFORMATION REQUIREMENTS

2.1 Planning information

2.1.1 In each year each User shall provide, not later than the respective dates determined under paragraph 1.5, for the purposes of the April Maintenance Programme an estimate, and for the purposes of the October Maintenance Programme an updated estimate, in respect of each week in the relevant Planning Period, of the following:

- (a) the quantities of gas expected to be offtaken from the System on a Day (in each such week) at LDZ Supply Points in aggregate by LDZ, and at each NTS Supply Point, each Storage Connection Point and each other Connected System Exit Point;
- (b) the quantities of gas expected to be delivered to the System on a Day (in each such week) at each System Entry Point (including Storage Connection Points), and the extent to which the User expects to be able to vary such expected deliveries by delivering quantities at other System Entry Points;
- (c) the average calorific value and Wobbe Index value of gas to be delivered at each System Entry Point; and
- (d) such further information (if any) as Transco NTS may reasonably require for the purposes of this Section L.

2.1.2 The quantities referred to in paragraphs 2.1.1(a) and (b) are the average quantities expected (in accordance with paragraph 2.1.4) to be offtaken or delivered on a Business Day in the relevant week.

2.1.3 The information required under paragraph 2.1.1 is to be provided in such format as Transco NTS, after consultation with the Network Code Committee or any relevant Sub-committee, shall from time to time notify to Users.

2.1.4 The estimates under paragraphs 2.1.1(a) and (b) are to be provided separately on the assumption of seasonal normal conditions and on the assumption of 1-in-20 peak day demand.

2.1.5 Estimates concerning quantities to be offtaken at Supply Points are to be provided in relation to those Supply Points of which the User is the Registered User (and at Connected System Exit Points, in relation to the premises in respect of which the User is the relevant shipper) at the date one month before the date by which (in accordance with paragraph 1.5 or 2.3) the information is to be provided.

2.1.6 Each User shall provide to each relevant Transporter the information in paragraph 2.1.1(a), (b) and (c) at the same time as it provides the information to Transco NTS.

2.2 Maintenance Relevant Facilities

2.2.1 Users may provide to Transco NTS and the relevant Transporter , at the same time as

providing their estimates under paragraph 2.1.1, details of the times and periods for which maintenance of Maintenance Relevant Facilities is planned during the relevant Planning Period.

2.2.2 Users are not obliged to provide information under paragraph 2.2.1, but Users acknowledge that (except where the relevant Maintenance Relevant Party may have provided such information) the extent to which:

(a) Transco NTS is able, in planning the maintenance of the NTS in accordance with paragraph 3.4.1

(b) the relevant Transporter is able in carrying out Programmed Maintenance

to take account of information concerning maintenance of Maintenance Relevant Facilities, may depend on whether they do so.

2.3 NTS Operational planning

Not later than the 1st Day of each month Users are required to provide updated estimates (in accordance with paragraph 2.1.5) of the information required under paragraph 2.1 for the 12 month period commencing on the 1st Day of the following month.

3 NTS MAINTENANCE PROGRAMMING

3.1 General

(a) Transco NTS will each year, not later than the respective dates determined under paragraph 1.5, prepare and publish a Maintenance Programme for the Planning Period commencing 1st April and an updated Maintenance Programme for the Planning Period commencing 1st October.

(b) Transco NTS will not less than one week prior to the first invitation date referred to in Section B2.3 for the sale of at least six months of NTS Entry Capacity commencing on 1st October in any Gas Year, prepare and publish an indicative Maintenance Programme ("**the indicative programme**") for the Planning Period of twelve months commencing with the 1st October date referred to in the above mentioned invitation ("**indicative period**");

(c) Such indicative programme shall be based on the Maintenance Programme issued for the period commencing with the 1st April immediately preceding the 1st October referred to in (a) above, but should take into account relevant maintenance matters that Transco NTS has become aware of prior to the preparation of the indicative programme in respect of the indicative period.

3.2 Content of programme

3.2.1 A Maintenance Programme will identify:

(a) the NTS System Entry Points and NTS System Exit Points at which the ability of Transco NTS to accept delivery of gas or to make gas available for offtake will be affected by planned maintenance of the NTS;

- (b) the periods (within the relevant Planned Maintenance Period) for which such System Points will be so affected; and
 - (c) where Transco NTS expects that it will continue within such period (or part thereof) to be able to accept delivery of gas or make gas available for offtake at any such System Point, but (by reason of such maintenance) on a restricted basis, an indicative estimate (on the basis of seasonal normal conditions and assumptions as to supply and demand under Transco NTS's Ten Year Statement) of the maximum rate at which Transco NTS expects to be able to accept delivery of gas or make gas available for offtake at such point.
- 3.2.2 The information specified in paragraph 3.2.1 will be identified for NTS Supply Points, NTS Connected System Exit Points and NTS System Entry Points individually.
- 3.2.3 The Maintenance Programme will contain:
- (a) firm maintenance periods and details for the first 7 months (in the case of an April Maintenance Programme) or 6 months (in the case of an October Maintenance Programme) of the Planning Period, which will be subject to change only in accordance with paragraph 4.1.2; and
 - (b) provisional maintenance periods and details for the second 5 or (as the case may be) 6 months of the Planning Period and outline maintenance periods and details for the last 12 months of that period, which will be subject to change in the next Maintenance Programme.
- 3.2.4 A Maintenance Programme may contain information in relation to the operational planning of the NTS, or maintenance which will not affect Transco NTS's ability to accept delivery of gas or make gas available for offtake, but such information will not be binding on Transco NTS or any User for the purposes of the Code.
- 3.2.5 Neither Transco NTS nor any other person will be required, by virtue of anything contained in a Maintenance Programme, to carry out any particular maintenance works or (but without prejudice to paragraph 1.3.2) to do so at any particular time.

3.3 NTS Maintenance consultation

- 3.3.1 Before publishing an April Maintenance Programme Transco NTS will (in accordance with paragraph 1.5):
- (a) publish a draft Maintenance Programme; and
 - (b) convene, on not less than 21 Days notice to persons invited in accordance with paragraph 3.3.5, a meeting ("**Annual Maintenance Meeting**"), or if Transco NTS so decides more than one such meeting, for review of the timing of planned maintenance of the NTS under such draft Maintenance Programme.
- 3.3.2 Users may, up to but not later than 7 Days before the date of the Annual Maintenance Meeting (or first such meeting):
- (a) submit to Transco NTS details of the dates and periods of maintenance planned in respect of any Maintenance Relevant Facility and/or comments in relation to the timing of any planned maintenance under the draft Maintenance

Programme; and

- (b) request Transco NTS to invite any Maintenance Relevant Party to an Annual Maintenance Meeting.
- 3.3.3 Before holding the Annual Maintenance Meeting(s) Transco NTS will discuss with each User, to such extent as it deems appropriate, the details and comments submitted to it by that User under paragraph 3.3.2(a).
- 3.3.4 Without prejudice to paragraph 3.4.2, Transco NTS will be at liberty to discuss any aspect of the draft Maintenance Programme with any Maintenance Relevant Party and to take into consideration any comments made or details (of maintenance of any Maintenance Relevant Facility) provided by such party.
- 3.3.5 Transco NTS will invite to an Annual Maintenance Meeting each User, any Maintenance Relevant Party requested under paragraph 3.3.2(b) and such other Maintenance Relevant Parties and other persons as Transco NTS may determine; provided that no such meeting shall have power to take decisions binding on Transco NTS or any other party, and no User or other party whom Transco NTS may accidentally have omitted to invite to any such meeting shall have any grounds for claim or complaint against Transco NTS.
- 3.3.6 An Annual Maintenance Meeting will be chaired by Transco NTS and will be conducted on an informal basis with a view (subject always as provided in this paragraph 3) to Transco NTS ascertaining the views of Users and other Maintenance Relevant Parties as to the timing of planned maintenance of the NTS, and to facilitating (insofar as maintenance requirements for the NTS so permit) the resolution of any conflicts between such views.
- 3.3.7 In respect of the October Maintenance Programme, Transco NTS will publish a draft Maintenance Programme upon which Users may provide comment (in accordance with paragraph 3.3.2(a)); but no meeting need be held for discussion of such programme.

3.4 Confidentiality

- 3.4.1 Subject to Transco NTS's duties under Transco NTS's Transporter's Licence and the Act, a Maintenance Programme will not identify Users or Maintenance Relevant Parties by name (but the identity of Maintenance Relevant Facilities may be apparent from the details contained therein pursuant to paragraph 3.2.2).
- 3.4.2 Unless a User notifies Transco NTS that, by reason of its commercial sensitivity, any information provided to Transco NTS by that User pursuant to this Section L should not be so included or disclosed, Transco NTS will be at liberty to include such information in a Maintenance Programme and to disclose such information to any other User and any Maintenance Relevant Party or at an Annual Maintenance Meeting.
- 3.4.3 It is acknowledged that Transco NTS's ability to take account of information provided to it, in planning the maintenance of the NTS in accordance with this Section L, may be limited where the person who provided such information notified Transco NTS that such information should not be included or disclosed.

3.5 NTS Maintenance planning

- 3.5.1 Subject to paragraphs 3.4.3 and 3.5.2, insofar as information concerning the maintenance of Maintenance Relevant Facilities has been provided to it pursuant to this Section L, Transco NTS will plan the maintenance of the NTS and prepare Maintenance Programmes in good faith with a view, so far as is practicable having regard to the nature and urgency of the requirements for such maintenance and any Legal Requirement applying to Transco NTS, and consistent with Transco NTS's normal working practices, to coordinating the timing of such maintenance with the timing of maintenance of Maintenance Relevant Facilities and thereby minimising disruption to the operation of Maintenance Relevant Facilities.
- 3.5.2 Notwithstanding paragraph 3.5.1, decisions as to Maintenance Programmes shall be taken by Transco NTS in its sole discretion, after consultation in accordance with paragraph 3.3.
- 3.5.3 To the extent any information (whether to be provided by a User or another person) which is required to be provided to Transco NTS under this Section L, or otherwise is requisite or desirable for the preparation of a Maintenance Programme, is not provided to it, Transco NTS will use its own best estimates of the information required.
- 3.5.4 Where any information provided to Transco NTS by a Maintenance Relevant Party conflicts with information provided by a User, Transco NTS will (so far as is reasonable in the circumstances, and subject to any duties of confidence) inform the relevant parties of the conflict, and if such conflict is not resolved will make such assumptions concerning the matter in question as it shall reasonably deem appropriate.

4 SYSTEM MAINTENANCE

4.1 Maintenance of the NTS under the Maintenance Programme

- 4.1.1 The provisions of this paragraph 4.1 apply to maintenance only insofar as it may affect the offtake of gas from the NTS at an NTS Exit Point; and nothing in this Section L requires Transco NTS to adhere to any Maintenance Programme in carrying out maintenance insofar as such maintenance affects the delivery of gas to the NTS at System Entry Points.
- 4.1.2 In carrying out maintenance of the NTS, Transco NTS will adhere so far as is reasonably practicable to the dates and periods provided for (in respect of the first 6 months of the relevant Planning Period) in the applicable Maintenance Programme, but without prejudice to paragraph 4.1.3.
- 4.1.3 Transco NTS may (subject to paragraph 1.3.2) revise the Maintenance Programme by providing for additional maintenance and/or by varying the dates or periods of any maintenance already provided for, upon notifying relevant Users and the relevant Transporter not less than 30 Days (or such lesser period as relevant Users may agree) before:
- (a) the date on which (following such revision) such maintenance is to commence, or
 - (b) where the effect of the revision is to defer maintenance, the date of commencement thereof as shown in the Maintenance Programme before such revision.

- 4.1.4 Transco NTS will notify relevant Users, by way of reminder, of the carrying out of maintenance provided for in the Maintenance Programme (as revised under paragraph 4.1.2) not less than 7 Days before the commencement of such maintenance, provided that no accidental omission so to notify a User shall prejudice the provisions of paragraph 4.3 and Transco NTS's entitlements thereunder.
- 4.1.5 For the purposes of this paragraph 4.1, a relevant User is a User who at the relevant time holds NTS Exit Capacity at an NTS Exit Point at which the offtake of gas shall be affected by maintenance provided for by a Maintenance Programme or any proposed revision thereto; provided that Transco NTS may elect to give any notification under this paragraph 4.1 to all Users generally.

4.2 Programmed maintenance

- 4.2.1 For the purposes of the Code, maintenance of any part of a relevant System carried out by the Transporter on any Day (the "**maintenance day**") is "**Programmed Maintenance**" as respects any User in relation to a relevant System Point (other than an NTS Entry Point) where:
- (a) in the case of an NTS Exit Point:
 - (i) subject to paragraph (ii), the maintenance day was a Day (in a Planned Maintenance Period) on which such maintenance was planned under the Maintenance Programme (including any revision of the Maintenance Programme notified to such User in accordance with paragraph 4.1.2);
 - (ii) in the case of an NTS/LDZ Offtake, the maintenance day was a Flow Relevant Maintenance Day pursuant to the Offtake Arrangements Document;
 - (b) in the case of an LDZ System Exit Point (subject to paragraph 4.2.5), the Transporter gave the notification required under paragraph 4.2.2 to the User:
 - (i) in the case of a Connected System Exit Point, in accordance with the applicable requirements, if any, of the Network Exit Agreement, or in the absence of any such requirements, not less than 30 Days before the maintenance day;
 - (ii) in the case of a Supply Point whose Annual Quantity exceeds 732,000 kWh (25,000 therms), not less than 30 Days before the maintenance day;
 - (iii) in the case of a Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 therms) but does not exceed 732,000 kWh (25,000 therms), not less than 7 Days before the maintenance day; and
 - (c) in the case of a Supply Point whose Annual Quantity does not exceed 73,200 kWh (2,500 therms) where the Transporter gives to the consumer not less than 7 Days notice (or with the consumer's consent less notice) of the carrying out of such maintenance (but so that the Transporter shall not be required to give any notice thereof to the Registered User).

- 4.2.2 For the purposes of paragraph 4.2.1(b):
- (a) the notification required is a notification that the availability of gas for offtake, at the relevant System Point will be affected by the carrying out of such maintenance;
 - (b) the notification is required to be given to a User only where, at the time the notification is (in accordance with that paragraph) required to be given, the User is a CSEP User in relation to the Connected System Exit Point, Registered User in respect of the Supply Point, in question.
- 4.2.3 Notification under paragraph 4.2.1 may identify LDZ Supply Points which do not include DM Supply Point Components in groups, by geographic area, rather than individually.
- 4.2.4 Programmed Maintenance of any part of the System other than the NTS is not limited to Planned Maintenance Periods.
- 4.2.5 Where a User has, after the time at which a notification under paragraph 4.2.1(b) was required to be given, but not less than 3 Business Days before the maintenance day or first maintenance day, become a CSEP User in relation to the Connected System Exit Point, Registered User in respect of the Supply Point, the Transporter will use reasonable endeavours to notify such User of the carrying out of the relevant maintenance.

4.3 Maintenance entitlements of the Transporter

- 4.3.1 To the extent that on any Day it is not feasible for the Transporter to make available gas for offtake from the Total System by a User at a System Exit Point, or its ability to do so is restricted, by reason of its or any other Transporter carrying out any Programmed Maintenance:
- (a) such System Point is a "**Maintenance Affected Point**"; and
 - (b) subject to paragraph 4.3.2, the Transporter will be relieved of its obligations under Section J3.2 to make gas available for offtake from the System, at such System Point.
- 4.3.2 Subject to paragraph 4.3.3 and GT Section B9, the Transporter will not be relieved by virtue of paragraph 4.3.1(b) of its obligations therein referred to in respect of a Maintenance Affected Point:
- (a) in the case of a Connected System Exit Point or NTS Supply Point, on more than the number of Days in any Planned Maintenance Period or on more than the number of Days in any three consecutive Planned Maintenance Periods in each case specified (pursuant to Section J4.3.1 or J6.5.1) in the applicable Network Exit Provisions;
 - (b) in the case of a NTS/LDZ Offtake or a group (as specified in the Network Exit Provisions) of NTS/LDZ Offtakes in aggregate, on more than the number of Days in any Gas Year specified (pursuant to Section J4.3.1) in the applicable Network Exit Provisions;

- (c) in the case of an LDZ Supply Point whose Annual Quantity exceeds 732,000 kWh (25,000 *therms*), on more than 8 Days in any Gas Year or on more than 20 Days in any three consecutive Gas Years;
 - (d) in the case of an LDZ Supply Point whose Annual Quantity exceeds 73,200 kWh (2,500 *therms*) but does not exceed 732,000 kWh (25,000 *therms*), on more than 5 Days in any Gas Year or on more than 10 Days in any 5 consecutive Gas Years; and
 - (e) in the case of an LDZ Supply Point whose Annual Quantity does not exceed 73,200 kWh (2,500 *therms*), for a period exceeding 24 hours (or any longer period requested by the consumer) on any one occasion.
- 4.3.3 Where for reasons of Force Majeure, including in the case of maintenance of an LDZ Supply Point any failure of the consumer after being so requested to provide any required access to Supply Point Premises, the Transporter is unable to commence or to complete any Programmed Maintenance in respect of any System Exit Point:
- (a) the relevant number of Days or period specified in or pursuant to paragraph 4.3.2 shall be increased by such period for which the completion of the Programmed Maintenance was delayed by reasons of Force Majeure (but in the case of maintenance of the NTS, not beyond the end of the relevant Planned Maintenance Period); and
 - (b) if the Transporter has commenced such Programmed Maintenance, for so long as the Transporter is unable to carry out or to continue to carry out the Programmed Maintenance, such point shall nevertheless continue to be a Maintenance Affected Point.
- 4.3.4 For the avoidance of doubt (but without prejudice to Sections J3.5 where applicable or to any other provision of the Code pursuant to which the User may be released from such liability) a User will remain liable to pay Capacity Charges in respect of its Registered System Capacity at any System Point notwithstanding that the Transporter is unable to make gas available for offtake at such point by reason of the carrying out of maintenance of the System.
- 4.3.5 If requested by the Transporter the Registered User will cooperate with the Transporter with a view to ensuring that the offtake of gas is discontinued at any Supply Point which is (and for so long as it continues to be) a Maintenance Affected Point (other than one referred to in paragraph 4.2.1(c)).

4.4 On-line inspection

- 4.4.1 A Network Entry Agreement or Network Exit Agreement may provide for the rates of delivery or offtake at a particular System Entry Point or NTS Exit Point to be controlled so as to ensure fixed rates of gas flow in any part of the Total System for a period where required for certain pipeline inspection activities.
- 4.4.2 Where the Transporter notifies a User that on any Day such a provision as is referred to in paragraph 4.4.1 is to be implemented in respect of any System Point and provides to the User such details as may be necessary to enable the User to do so, the User shall make Nominations for that Day in respect of that System Point consistent with the requirements of that provision.

- 4.4.3 A User shall not be in breach of Sections I3.10, J3.7 or J3.8 by reason of complying with paragraph 4.4.2 on any Day; and to the extent that (by reason of such compliance) the quantity of gas delivered to or offtaken from the Total System on the relevant Day at the relevant System Point exceeds the System Capacity held by the User at or in respect of such point, such excess will not be an overrun quantity for the purposes of Section B2.6 or B3.6.
- 4.4.4 Inspection of the kind referred to in paragraph 4.4.1 will count as maintenance for the purposes of this Section L (and the relevant Day as a Day of Programmed Maintenance for the purposes of paragraph 4.3.2) if and only if the control of flow rates pursuant to that paragraph results in any inability or restriction on the ability of the Transporter to accept into the Total System gas tendered for delivery or make available gas for offtake from the Total System (or which would have been so tendered but for Renominations made by Users to comply with paragraph 4.4.2).