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| Network Innovation Competition 2020 Supplementary Answer form | | |

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| Project Name | H100 Fife | | |
| Question number | #29 | Pro forma section | 7 |
| Question date | 10/09/20 | Answer date | 14/09/20 |
| Question summary | We note that SGN received legal advice from Addleshaw Goddard in relation to the H100 project. Is SGN able to share a copy of this legal advice? (there is no page limit associated with this question). | | |

## 

## Answer (please retain document formatting and do not exceed 2 pages unless otherwise agreed with Ofgem)

We have explored a spectrum of options and concluded that the approach of Option 1 represents the best customer value proposition. Other than customer consent through the opt-in process that will verify customer participation in the project, we are offering a solution that means customer will not need to make any changes to their existing billing arrangements with their supplier. This interface will be managed on behalf of the customer to ensure they are paying the equivalent of the natural gas energy unit price for their hydrogen usage. Option 1 offers simplicity and flexibility to the customer while also securing participation from the supply chain as per normal commercial arrangements in delivering gas from producer to customer.

We have worked with Addleshaw Goddard LLP to review the relevant regulations, consider possible issues and identify a resolution which minimises the risk of any changes to the regulatory arrangements. In reaching the conclusion Section 7.1, we have identified Option 1 that requires **no derogation, licence consent, licence exemption or changes to regulatory arrangements** other than a letter of comfort addressing The Gas (Calculation of Thermal Energy) Regulations.

In Appendix O of the submission, we have provided the summarised legal advice but for the avoidance of doubt we have included this below for completeness and to inform any further discussion should this be requested.

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|  | **Regulatory issue** | **Proposed resolution** |
| ***Changes to the regulatory arrangements required*** | | |
|  | ***Gas (Calculation of Thermal Energy) Regulations 1996***  The calorific value of hydrogen gas is significantly lower than that for methane (circa 11MJ/M3 versus 39MJ/M3). This will impact the flow weighted daily CV calculation for the Scotland local distribution zone, as the CV will effectively be capped at 1 MJ/m3 above the lowest CV value for that area. This will result in gas which cannot be billed being dealt with under the National Grid shrinkage scheme.  The Gas (Calculation of Thermal Energy) Regulations stipulate when and where the CV of gas is measured, with the Director General of Gas Supply being able to direct the places, premises and times at which (and the manner in which) determinations of calorific values are to be made[[1]](#footnote-2). | SGN will require a letter of comfort from Ofgem excluding the hydrogen CV from the LDZ calculation. SGN also plans to implement bespoke billing arrangements (via suppliers, who will be billing customers directly) supported by commodity balancing.  ***Detail***:  SGN considers that the creation of a new local distribution zone would not be cost effective (costing c£0.5-£1 million) for supplying 300 customers (or even for potentially up to 900 customers if the project expands beyond phase 1).    SGN therefore proposes to seek a letter of comfort from Ofgem to exclude the hydrogen CV from the flow weighted daily CV calculation for the whole local distribution zone.  SGN will comply with the regulations in all other respects. |
| ***No changes required to the regulatory arrangements*** | | |
|  | ***Gas Act.***  Whether a licence will be required by SGN Futures, or a licence derogation by ScGN, for carrying out the project. | If 'Option 1' of SGN's proposal is adopted as planned, no activity of SGN Futures should require a licence, nor should ScGN need to obtain any additional licence or a derogation from its transporter licence.  If the intended approach changes and SGN Futures or ScGN is carrying out any (additional) licensable activities (e.g. the role of a shipper) (Option 2), SGN will re-evaluate whether any licence or derogation is required.  ***Detail:***  "Licensable Activities" under the Gas Act are:  (a) conveying gas through pipes to any premises or to a pipeline system operated by a gas transporter;  (b) participating in the operation of a gas interconnector;  (c) supplying to any premises gas which has been conveyed to those premises through pipes;  (d) arranging with any gas transporter for gas to be introduced or taken out of the transporter's pipeline system.[[2]](#footnote-3)  *Option 1*  We have considered the potential for SGN Futures or ScGN to engage in any Licensable Activities under Option 1. The proposal assumes that activities (c) and (d) above will be undertaken by third parties with appropriate licences in place. Activity (a) will be undertaken by ScGN (under its current licence). Activity (b) will not be relevant. Consequently, SGN Futures will not be engaging in any Licensable Activities and ScGN will not require any derogation from its licence.  *Option 2*  Under Option 2, either SGN Futures or ScGN may take on the role of shipper, requiring a licence or derogation unless an exemption applies.  No exemptions under the Gas (Exemptions) Order 2011 apply (as the activities do not concern large consumers, a licensed supplier or a gas related emergency)[[3]](#footnote-4).  Turning to the exemptions specific to shipping, we do not consider that either party would be conveying as a landlord, supplying propane or butane or conveying/ supplying to a very large consumer. If SGN Futures was acting as shipper, it might seem that the exemption of conveying the gas to an 'associated company' would assist. However, although ScGN is intended to be an affiliate of SGN Futures, the exemption will not apply, as the gas is not being conveyed to 'premises' (but to ScGN's transporter pipeline)[[4]](#footnote-5). .  In short, Option 2 is more complex under the Gas Act, as a licensable activity will be taking place and there are no apparent exemptions. Option 1 in contrast appears relatively straightforward to carry out without performing a licensable activity and this is in any case SGN's preferred option. |
|  | ***Gas Act – Storage Facility***  Whether the hydrogen storage facility falls within the meaning of a 'storage facility' under the Gas Act and, if so, what obligations does this place on SGN. | The hydrogen storage will not comprise a storage facility under the Gas Act and so SGN does not need to further consider the unbundling, third party access and provision of information provisions.  ***Detail:***  ***Obligations in relation to 'storage facilities':*** If the hydrogen storage constitutes a 'storage facility' under the Gas Act, ScGN (as owner) will be subject to the rules on: (i) unbundling (to ensure that it is independent of any producer/ supplier of gas); (ii) third party access; and (iii) disclosure of information (in particular to or from associated undertakings).  ***Storage facility?:*** However, these rules will only apply if the planned storage facility matches the definition of a 'storage facility' under the Gas Act, being (in summary): "storage in porous strata, or in cavities in strata, of gas which has been, or will be, conveyed in a pipeline system operated by …" a transporter or the storage of liquid gas which (if regasified) would be suitable for such conveyance[[5]](#footnote-6). Since we understand that the gas will be stored in gaseous form and in tanks above ground (and not in strata), the rules will not apply. |
|  | ***Gas Act (implementing the provisions of the Gas Directive 2009/73/EC)***  Whether the unbundling regime applies to the proposed project structure. | The unbundling regime does not apply given that ScGN does not carry out the transmission of gas.  ***Detail:***  In summary, the unbundling regime under the Gas Directive (as implemented in the Gas Act) provides for the separation of gas 'producers and suppliers' from the operation of transmission networks[[6]](#footnote-7).  There are two key elements to consider:  (a) is ScGN required to be certified as independent from 'producers and suppliers' under the Gas Act; and  (b) if so, is ScGN suitably independent/ unbundled from 'producers and suppliers'.  Turning to point (b) first, the definition of 'producer and supplier' covers an entity which produces any gas which is suitable for conveyance through pipes to premises (as SGN Futures will do) provided that it also meets one of three different requirements: (i) it requires a licence for gas supply or shipping; (ii) it would do so if those activities were carried out in GB; or (iii) the producer has a relationship with a certified person/ applicant (this would be ScGN) which might lead that person to discriminate in the producer's favour[[7]](#footnote-8). Under Option 1, SGN Futures would be producing gas and, although it would not require a supply or shipper licence or be carrying out equivalent activities outside GB, it could arguably benefit from favourable treatment discrimination by affiliate ScGN. So, limb (b) is satisfied.  It is limb (a) where the test falls down. The requirement is only for gas transporters who carry out the 'transmission of gas' (meaning "the transport of natural gas through a network, which mainly contains high-pressure pipelines, other than an upstream pipeline network and other than the part of high-pressure pipelines primarily used in the context of local distribution of natural gas, with a view to its delivery to customers, but not including supply").[[8]](#footnote-9) As such, the requirement relates to a TSO rather than a DNO such as ScGN. This means that, regardless of whether limb (b) is satisfied, the unbundling certification requirement does not apply. |
|  | ***Electricity Act and the Electricity (Class Exemption from the Requirement for a Licence) Order 2001***  Whether an additional licence/ derogation will be required by ScGN or SGN Futures in respect of the provision of electricity to the electrolyser. | Neither ScGN nor SGN Futures will require a licence or exemption in relation to the Electricity Act. ORE Catapult will be generating, distributing and supplying electricity to SGN. However, it should be able to rely on an exemption in each case.  ***Detail:***  The following are licensable activities under the Electricity Act 1989:  (a) generation of electricity for the purposes of giving a supply to any premises or enabling supply to be given;  (b) participating in the transmission of electricity for that purpose;  (c) distributing electricity for that purpose;  (d) supplying electricity to any premises;  (e) participating in the operation of an electricity interconnector; and  (f) providing smart meter communications services[[9]](#footnote-10).  Activities (e) and (f) are not relevant.  In respect of the remaining activities, the key general point is that neither SGN Futures nor ScGN appear to be carrying out any of these activities. It will instead be for ORE Catapult to determine whether it requires a licence or can benefit from an exemption in each case. To work through each activity, and how it would apply to ORE Catapult, in turn:  (a) although there will be generation of electricity, ORE will be exempt as a 'small generator'. The relevant exemption exempts persons who do not at any time provide more electricity than: (i) 10 megawatts, or (ii) 50 megawatts (for a generating station with a declared net capacity of less than 100 megawatts). In each case, these limits disregard power supplied to a single consumer who occupies premises on the same site as the generating station and consumes all the electricity provided at those premises. As noted below, the definition of premises being on the same site is wide – including adjoining premises, or premises with a road, railway or watercourse in between - so it may be that this exemption is triggered by the fact that SGN Futures receives all electricity on premises on the same site. However, we do not need to look that far in this case. The ORE turbine is noted to be a 7MW turbine, so will be exempt (as below 10MW)[[10]](#footnote-11);  (b) there will not be any transmission of electricity through the national transmission system;  (c) although the electricity will be 'distributed' by means of a private wire to the electrolyser, it will not be supplied to domestic customers (so benefits from a class exemption)[[11]](#footnote-12);  (d) although there will be a supply of electricity, it will be at the same premises and/or over a private wire (and will again benefit from a class exemption). To explain further: there is an exemption for a supplier which only supplies electricity: (1) which it generates itself and/or obtains via a licensed supplier; (2) to a consumer who (i) receives at least a third of the output of the generating station, (ii) receives the supply either at premises on the same site **or** via private wires, and (iii) consumes all electricity provided by the supplier at the premises in question. We understand that this will apply to SGN's consumption of electricity, which it will receive via private wire from ORE Catapult. It is worth noting that the concept of premises being on the same site is a wide one – the premises can also be immediately adjoining each other, or separated from each other only by a road, railway or watercourse or by other premises occupied by the consumer[[12]](#footnote-13).  If the planned execution of the project changes (e.g. the location of the electrolyser, or private wire arrangements) the activities and exemptions will be reassessed. |
|  | ***Licence requirements***  The restrictions/ requirements placed on ScGN under its licence, in particular in relation to: (a) restrictions on its activities and investment; (b) restrictions on its acquisition of gas or related rights and derivatives; and (c) avoiding providing cross-subsidies or an unfair commercial advantage to related entities. | SGN is satisfied that it would be able to comply with its licence conditions under Option 1.  The proposed structure under Option 1 has been designed to support this. Pursuant to this SGN Futures will be an affiliate company to ScGN (and thereby not directly owned by ScGN). Further, as with all intra group agreements, an arm's length contract will be in place between ScGN and SGN Futures for the services procured by ScGN of SGN Futures and to govern the funding between the two entities.  Given the innovative nature of hydrogen supply, SGN will work with Ofgem if any licence amendments become necessary as the project develops.  ***Detail:***  Looking at each licence restriction in turn:  (a) ScGN can only carry out the activities of a gas transporter and may only directly hold shares in a body corporate if that body only carries out business for a 'permitted purpose'[[13]](#footnote-14) .  *Application*: under Option 1, ScGN would only be acting as transporter, so would be compliant with standard special conditionA32. If a form of Option 2 was ultimately adopted which required ScGN to act as shipper, SGN is aware that it would need to consider a derogation for this [pursuant to the definition of “permitted purpose” standard special conditionA32 and the definition of Licensed Activities under the Gas Act] . It is not proposed that ScGN will hold shares in SGN Futures, to avoid directly holding shares in a company which will be, among other things, producing gas[[14]](#footnote-15);  (b) ScGN and its affiliates cannot purchase or acquire capacity rights, gas or gas derivatives with the intention of disposing of these to a third party[[15]](#footnote-16).  *Application*: under Option 1, SGN Futures (which we are assuming for these purposes would be an 'affiliate' of ScGN, as they would share an ultimate parent) would not be purchasing or acquiring gas, but producing it. ScGN would not be carrying out any of these activities. This restriction would only require further consideration if a version of 'Option 2' were adopted where either ScGN or SGN Futures was acting as shipper, where they would be purchasing gas/ acquiring capacity rights.  (c) ScGN is prohibited from providing cross-subsidies to, or receiving any cross-subsidy from, an 'affiliate or related undertaking'[[16]](#footnote-17) .  *Application*: since the NIC funding would be payable to ScGN, but an element of will be paid to SGN Futures for services provided to ScGN under the NIC project, a contract will be put in place between the two to facilitate this. This contract will be on arm's length terms; will protect against any cross-subsidy and to reflect the requirements of the NIC;  (d) ScGN is required to conduct its business so that neither it nor any affiliate/ related undertaking (among others) obtains an unfair commercial advantage[[17]](#footnote-18) .  *Application*: as noted above, the agreement between SGN Futures and ScGN will be on arm's length terms. Contracts with other parties, in particular the third party shipper, will be on industry standard/ market terms.  As is clear from the above, Option 1 (which is SGN's favoured approach) would be simper to carry out in light of the licence requirements than Option 2. |
|  | ***Gas Safety (Management) Regulations 1996*** (**GS(M) R**)  The application of the GS(M)R to both the new hydrogen and existing (natural gas) networks. | SGN's intention is that the existing gas network will remain in place without modifications and that a new hydrogen network will be established. The networks are intended to operate in parallel, to offer flexibility to customers to 'opt in' and switch back if desired. This enables SGN to test a new hydrogen network without putting customers at any disadvantage.  The parallel networks will also have regulatory advantages, enabling SGN to supply customers without having to amend its safety case for the existing network or obtain an exemption from the gas composition requirements of the GS(M)R for the new network.  SGN is conscious that, in excluding hydrogen, the definition of gas in GS(M)R sits uncomfortably alongside the Gas Act and that this definition may need to be updated in due course. If that is the case, SGN will apply to the Health and Safety Executive (HSE) for an exemption from the gas content standards in GS(M)R in accordance with the mechanism therein.  In the meantime, in relation to the new network, SGN will continue to operate in the spirit of GS(M)R and to comply in full with its licence conditions in relation to dealing with emergencies and gas escapes.  ***Detail:***  ***No change to the existing network***: The GS(M)R includes a requirement for a safety case, to be updated where appropriate and re-submitted to the HSE if any changes to the network will have a material effect on the safety case. However, no changes to the existing network are planned, so no update to the HSE is required[[18]](#footnote-19).  The fact that the existing network will remain unchanged also means that the approval of customers of the existing network will not be required.  ***New network***: The GS(M)R does not currently cover hydrogen, since it is not a substance in gaseous state which consists wholly or mainly of methane[[19]](#footnote-20) (this discrepancy against the Gas Act 1986 is probably a result of the fact that GS(M)R was made under a different piece of legislation - the Health and Safety at Work Act 1974). SGN will therefore not be required to meet the requirements of the GS(M)R in relation to the new network (in particular, it will not be required to compile a safety case or meet the gas content standards).  However, SGN is conscious that the GS(M)R definition of 'gas' (in excluding hydrogen) sits uncomfortably alongside that under the Gas Act, and that the GS(M)R may need to be updated to reflect this. If the GS(M)R is updated to cover hydrogen, SGN notes that it would have to obtain an exemption (under regulation 11 of the GS(M)R) from the gas content/ characterisation standards in Schedule 3 (with potentially two alternative industry standards being introduced depending on the percentage of hydrogen involved).  ***Safety paramount***: In the meantime, the safety of its customers remains paramount and, even though the GS(M)R does not currently apply to the new network, SGN will in any case operate H100 Fife in the spirit of the GS(M) R. For example, SGN will ensure the safe management of gas flow and putting in place arrangements for dealing with gas escape and emergencies. Similar arrangements are in fact already required under ScGN's licence. In particular, condition 6 provides for the establishment of a manned telephone service for emergencies and how ScGN must act in preventing a gas escape[[20]](#footnote-21). |
|  | ***Uniform Network Code***  Whether any amendments are required to the Uniform Network Code. | SGN recognises that amendments to the UNC (e.g. the gas composition requirements) are likely to be required, but that the nature of the required amendments will become clearer as the project progresses. SGN will effect such amendments using the modification procedure in the usual way.  ***Detail***:  Given the wide scope of the Code, we note that amendments will likely be required as the project develops. Given some of the other regulatory issues we have explored in this document, we would note as initial points of interest the gas composition requirements[[21]](#footnote-22) and LDZ shrinkage provisions[[22]](#footnote-23) (please see our comments above at row 1). We do not consider that this should delay matters at this point, but it will require further consideration as the project progresses. |
|  | ***Funding***  How sources of funding will be classed and ringfenced, in particular how NIC funding will be used. | As the funding position matures, the documentation will reflect that. Any NIC funding will be ring fenced and it will be made clear that the pass down of funds will be subject to the requirements of the NIC.  SGN understands that the NIC is not state aid (given that it is part of an existing regulatory mechanism, RIIO), but is conscious of the need to assess whether the Scottish government funding could be considered state aid and will take further advice on how to approach this funding as the project progresses. |
|  | ***Planning***  What planning permission and consents will be required and the time that should be allowed for these. | SGN's plan for the project contains sufficient time to obtain the necessary planning permissions and consents.  ***Detail***:  SGN has considered the planning applications and consents required and plans to ensure that:  (a) sufficient time is provided for to complete the statutory process for a major planning application and to obtain the hazardous substance and related consents;  (b) its agreement with OREC takes into account the lifespan of the consent for the demonstration turbine (the wind turbine is consented to operate until 2029);  (c) further legal and/or consultancy advice is taken where required to ensure that all environment requirements are complied with/ documents provided. |
|  | ***Treating customers fairly – supplier licence conditions***  Whether customer consent could be required to switch to hydrogen. | It is SGN's intention to obtain customer consent to the switch and this will also be required under the licence conditions of the various licensed suppliers. SGN is also conscious of the need to ensure that the arrangements do not breach ScGN's obligations under its transporter licence to avoid it, any affiliate or any supplier obtaining any unfair commercial advantage.  ***Detail:***  It is intended that end customers will receive the supply of the hydrogen through their current supplier (or another supplier if they so choose). The contractual relationship will therefore be between the supplier and the customer and will be governed by the terms of that contract and the supplier's licence. The supply licences would contain (as part of the standard terms) requirements to treat domestic customers fairly[[23]](#footnote-24) and to provide them with sufficient information to make informed decisions about their supply. Changes to the contract terms will also have to be communicated. For example, the supplier cannot increase charges or unilaterally vary any other terms in a way which is to the disadvantage of the domestic customer[[24]](#footnote-25).  In line with these principles, SGN is aware that customer consent will be required to ensure that customers can make an informed choice about taking on a supply of hydrogen (including, for example, whether they have the correct appliances) and are aware of any changes to the charges and other terms (even though these are not intended to be to their detriment). Practically speaking, SGN plans to engage with customers at the demonstration facility, including showing customers how the hydrogen specific appliances work and making arrangements for customers to buy/ exchange appliances.  SGN will also ensure, via its agreements with the suppliers, that neither SGN nor the supplier obtains an unfair commercial advantage over the consumer[[25]](#footnote-26), the intention of the project being to allow customers to 'opt in' if they wish but without any detriment to customers (for example, their prices will not rise). |
|  | ***References to 'gas'***  Whether hydrogen would be captured under the definition of 'gas' in key legislation. | SGN shall ensure that, where it has the same obligations in respect of hydrogen as it does for natural gas, then it will comply with these obligations in full.  ***Detail:***  We have reviewed the following key pieces of legislation:  (a) Gas Act 1986 – hydrogen is caught in the definition of gas;  (b) Gas Safety (Installation and Use) Regulations 1998 – 'gas' has the same meaning as in the Gas Act, save that it does not include gas which is wholly/mainly hydrogen which is used in non-domestic premises;  (c) the Pipelines Safety Regulations 1996 – 'gas' has the same meaning as in the Gas Act;  (d) the Pressure Systems Safety Regulations 2000 (under the Health and Safety at Work Act 1974, rather than the Gas Act)– no definition of gas apparent. These regulations reference 'gas' generally under the definition of 'relevant fluid', e.g. 'a gas dissolved under pressure in a solvent contained in a porous substance at ambient temperature and which could be released from solvent without the application of heat'[[26]](#footnote-27). The key question would therefore appear to be whether the 'gas' (hydrogen or otherwise) fitted the definition of relevant fluid in each case;  (e) the Control of Major Accident Hazards Regulations 2015 – a definition of 'gas' is not given. However, hydrogen is specifically listed in the schedules as a 'dangerous substance'[[27]](#footnote-28), meaning that the rules therein in relation to dangerous substances and establishments where dangerous substances are present will apply;  (f) the Gas (Standards of Performance) Regulations 2005 – no definition of gas apparent. However, since the regulations were made pursuant to powers under the Gas Act, the Gas Act definition should apply;  (g) Gas Safety Rights of Entry Regulations 1996 – no definition of gas apparent. However, the regulations were made pursuant to powers under the Gas Act, the Gas Act definition should apply.  Where hydrogen is included, SGN would have the same rights and obligations in respect to such gas.  Where a specific definition of 'gas' is not included within the regulations, SGN will (where relevant) assume it has the same obligations, e.g. re standards of performance where the regulations are made under the Gas Act or where otherwise consistent with the wording of the regulations.  For an example of where hydrogen is not included in the definition of 'gas' at all, please see our comments on the GS(M)R above. |

1. Regulation 6 of the Gas (Calculation of Thermal Energy) Regulations 1996. [↑](#footnote-ref-2)
2. Section 5 of the Gas Act 1986. [↑](#footnote-ref-3)
3. Part 4 (sections 19-21) of the Gas Exemptions Order 2011. [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. Schedule 2A of the Gas Act 1986. Section 48 of the Gas Act 1986. [↑](#footnote-ref-6)
6. Section 8H of the Gas Act 1986. [↑](#footnote-ref-7)
7. Section 8Q of the Gas Act 1986. [↑](#footnote-ref-8)
8. Section 8C of the Gas Act and (by cross-reference) Article 2(3) of the Gas Directive. [↑](#footnote-ref-9)
9. Section 4 of the Electricity Act 1989. [↑](#footnote-ref-10)
10. Schedule 2. Class A exemption in the Electricity (Class Exemption from the Requirement for a Licence) Order 2001. [↑](#footnote-ref-11)
11. Schedule 3, Class C exemption in the Electricity (Class Exemption from the Requirement for a Licence) Order 2001. [↑](#footnote-ref-12)
12. Schedule 4, Class C exemption in the Electricity (Class Exemption from the Requirement for a Licence) Order 2001. [↑](#footnote-ref-13)
13. Standard special condition A32, 36 and standard condition 43. [↑](#footnote-ref-14)
14. Standard special condition A36 [↑](#footnote-ref-15)
15. D4 (prohibited procurement activities) of the standard special licence conditions. [↑](#footnote-ref-16)
16. Standard special condition A35. [↑](#footnote-ref-17)
17. Standard special condition A6. [↑](#footnote-ref-18)
18. Regulation 4 of the Gas Safety (Management) Regulations 1996. [↑](#footnote-ref-19)
19. Regulation 2 of the Gas Safety (Management) Regulations 1996. [↑](#footnote-ref-20)
20. Condition 6 of the standard licence conditions. [↑](#footnote-ref-21)
21. Section I, 2.4 of the Transporter Principal Document. [↑](#footnote-ref-22)
22. Section N (Shrinkage) of the Transporter Principal Document. [↑](#footnote-ref-23)
23. Condition 0, standard supply licence conditions. [↑](#footnote-ref-24)
24. Condition 31I, standard supply licence conditions. [↑](#footnote-ref-25)
25. Standard special condition A6 of the transporter licence. [↑](#footnote-ref-26)
26. Regulation 2 of the Pressure Systems Safety Regulations 2000. [↑](#footnote-ref-27)
27. Schedule 1, Part 2 of the Control of Major Accident Hazards Regulations 2015. [↑](#footnote-ref-28)