

**NETWORK EXIT AGREEMENT**

relating to

[ ]  
**NTS [VLDMC] SUPPLY METER POINT**

**with minimum offtake facilities**

between

**NATIONAL GRID GAS PLC**

and

[ ]

**nationalgrid**

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IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

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

[“**Accession Date**”: in relation to any Applicant the date established as such in accordance with the relevant NExA Accession Agreement;]

“**Act**”: the Gas Act 1986 (as amended);

“**Authority**”: the Gas and Electricity Markets Authority;

[“**Auxiliary Gas**”: gas offtaken (if any) by the Relevant Shippers for purposes other than for use in the main Gas Consuming Plant (or Fuel Gas);]

[“**Auxiliary Gas Meters**”: the meters (if any) specified in Annex B used to measure the volume of Auxiliary Gas;]

[“**Commissioning Completion Date**”: the date of handover of the Gas Consuming Plant to the Operator pursuant to the contract for the construction of the Gas Consuming Plant;

“**Construction Completion Date**”: the date of substantial completion of the Gas Consuming Plant;

“**CSEP NExA**”: a CSEP Network Exit Agreement incorporating provisions pursuant to Section J6.1.4 of the Uniform Network Code, defining the circumstances in which CSEP Users are entitled to offtake gas at the Premises Supply Meter Point;

“**Forced Outage**”: an unplanned unexpected and unavoidable failure of any part of the Gas Consuming Plant resulting in the immediate cessation or reduction of the level of its operation;

[“**Fuel Gas**”: gas offtaken by the Relevant Shippers for the purposes of heating gas offtaken at the Premises Supply Meter Point;]

[“**Fuel Gas Meters**”: the meters specified in Annex B used to measure the volume of Fuel Gas;]

“**Gas Code**”: Schedule 2B to the Act;

“**Gas Consuming Plant**”: the gas fired [power generation station] [industrial plant] and pipework installed at the Premises downstream of the Operator Offtake Facilities;

**“Local Emergency”**: an emergency arising in connection with the operation of the Gas Consuming Plant, the Operator Offtake Facilities, or the National Grid Gas Minimum Offtake Facilities which affects the safety of any person or threatens to cause damage to the Gas Consuming Plant, the Operator Offtake Facilities, the National Grid Gas Minimum Offtake Facilities or the System;

**“Maximum Flow Rate”**: has the meaning ascribed to it in Annex C 4.1;

**“National Grid Gas Construction Agreement”**: the Agreement for the provision of the National Grid Gas Minimum Offtake Facilities made or to be made between National Grid Gas and the Operator [dated ];

**“National Grid Gas Licence”**: the gas transporter’s licence of National Grid Gas plc in respect of the NTS granted or treated as granted under Section 7 (2) of the Act.

**“National Grid Gas Minimum Offtake Facilities”**: the facilities [to be] installed and owned by National Grid Gas at the Premises Supply Meter Point, as described in Annex B;

**“Network Code”**: the network code prepared by National Grid Gas pursuant to Standard Special Condition A11(3) of the National Grid Gas Licence as from time to time modified pursuant to the terms thereof and which incorporates the Uniform Network Code;

**“NExA Accession Agreement”**: an agreement substantially in the form of the draft agreement set out in Annex H;

**“NExA Accession Requirements”**:

- (1) The Operator Applicant has applied to National Grid Gas to become a Party giving the following details:
  - (a) its name;
  - (b) its legal nature and, where the Operator Applicant is not a company incorporated under the Companies Act 1985 (as amended), such further information concerning the constitution of the Operator Applicant as National Grid Gas may reasonably require;
  - (c) the address and telephone and facsimile numbers of the Operator Applicant, and the individual(s) for whose attention such notices are to be marked, for the purposes of notices under this Agreement; and

- (d) where the Operator Applicant is not a company incorporated under the Companies Act 1985 (as amended), an address for service of process on its behalf in any proceedings.
- (2) The Operator Applicant has given National Grid Gas a warranty that it has entered into an agreement whereby, or pursuant to which, it shall become the operator of the Operator Offtake Facilities and the Gas Consuming Plant on the proposed date of accession to this Agreement.

**“Operator”**: [ ] for as long as it remains a Party and any subsequent operator of the Gas Consuming Plant and the Operator Offtake Facilities for as long as such operator remains a Party;

**[“Operator Applicant”**: a person which notifies National Grid Gas that it intends to become the operator of the Operator Offtake Facilities and the Gas Consuming Plant;]

**“Operator Offtake Facilities”**: the facilities and pipeline installed between the Premises Supply Meter Point and the final valve downstream of and comprising the Supply Point Measurement Equipment as described in Annex B;

**“Party”**: in respect of any time, any person that is party to this Agreement;

**“Premises”**: the [power station] [industrial plant] location, details of which are contained in Annex B;

**“Premises Supply Meter Point”**: the Supply Meter Point (for the purposes of the Network Code) at which the Operator Offtake Facilities are connected to the System, as described in Annex B;

**“Primary Meters”**: the meters specified in Annex B used to measure the quantity of gas made available for offtake at the Premises Supply Meter Point [excluding Fuel Gas [and Auxiliary Gas] where metered by separate Fuel Gas Meters] [and Auxiliary Gas Meters];

**“Regulations”**: the Gas (Meters) Regulations 1983 (S.I. 1983/684);

**“Relevant Shipper”**: the Shipper or (in the case of a Shared Supply Meter Point) one of the Shippers who is for the time being a Registered User of a Supply Point which includes the Premises Supply Meter Point;

**[“Retirement Date”**: in respect of any Operator from time to time, the date on which such Operator ceases to be a Party pursuant to Clause 8.4;]

“**Shipper**”: a gas shipper as defined in the Act;

“**Supply Point Measurement Equipment**”: the Primary Meters, [the Fuel Gas Meters,] [the Auxiliary Gas Meters] [and the gas chromatograph] specified in Annex B;

“**System**”: National Grid Gas’s pipeline system (the conveyance of gas by which is authorised by the National Grid Gas Licence);

“**Uniform Network Code**”: the document defined in Standard Special Condition A11(6) of the National Grid Gas Licence as from time to time modified pursuant to the terms thereof.

- 1.2 Words and expressions defined in the Network Code and not defined in this Agreement have the meanings ascribed to them under the Network Code.
- 1.3 Reference in this Agreement to Clauses, Sub-Clauses and Annexes are to clauses, sub-clauses and annexes of this Agreement.
- 1.4 References in this Clause 1 and in the Annexes to Sections are to Sections of the Uniform Network Code;
- 1.5 A reference to a paragraph is a reference to the paragraph to the Annex in which such reference is made.
- 1.6 Where the context so admits, references to the singular shall include the plural and vice versa.
- 1.7 Headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.8 Reference to any statute, Code of Practice, International Standards (ISO), Institution of Gas Engineers and Managers (IGEM) documents (whether specifically named or not) includes reference to all orders, statutory instruments, regulations denoting validity therefrom and all amendments and reenactments thereof.

## 2. DURATION, ETC.

- 2.1 This Agreement shall be effective from the date of signature hereof, or the date of Substantial Completion (as defined in the National Grid Gas Construction Agreement) of the National Grid Gas Minimum Offtake Facilities pursuant to the National Grid Gas Construction Agreement, whichever is the later, and shall continue in force until its termination in accordance with the provisions



hereof or by agreement between the Parties whereupon this Agreement shall expire.

2.2 This Agreement may be terminated by National Grid Gas on twenty eight (28) days notice to the other Parties if the Construction Completion Date has not occurred within [ ] of the date hereof, other than as a result of a breach by National Grid Gas of the terms of the National Grid Gas Construction Agreement.

2.3 National Grid Gas may terminate this Agreement on three (3) months written notice in the event that:

(a) at any time after the Construction Completion Date, there has been no offtake of gas from the Premises Supply Meter Point for consumption by the Gas Consuming Plant for a period commencing no earlier than the Construction Completion Date and continuing for one (1) year prior to the service of such notice; and

(b) the Operator is unable within such three (3) month notice period to provide evidence to the reasonable satisfaction of National Grid Gas that the offtake of gas from the Premises Supply Meter Point for consumption by the Gas Consuming Plant will be resumed within eighteen (18) months of the date of service of such notice; and

(c) the Relevant Shipper(s) do(es) not at the time of expiry of such notice hold in aggregate Registered NTS Exit Capacity in respect of the Premises Supply Meter Point equal to or greater than [ ] kWh/Day]; or

(d) the Operator makes a material change to the Operator Offtake Facilities (including but not limited to a material change in the pipework layout, configuration and ancillary equipment or meter reading frequency) unless National Grid Gas has consented to such change in writing prior to its implementation such consent not to be unreasonably withheld or delayed.

2.4 National Grid Gas may suspend this Agreement on fourteen (14) days written notice to the other Parties in the event that any gas is offtaken from the Premises Supply Meter Point for the purposes of supply to any premises other than the Premises. Upon being provided with evidence to its reasonable satisfaction that the offtake of gas from the Premises Supply Meter Point for onwards supply to premises other than the Premises has ceased and will not in the reasonably foreseeable future be resumed, National Grid Gas shall

terminate the suspension of this Agreement pursuant to this Clause 2.4 by giving written notice to the other Parties, whereupon this Agreement shall continue in full force and effect.

- 2.5 National Grid Gas may, on twenty-one (21) days written notice to the Operator and Relevant Shippers, suspend the application of this Agreement in the event that the Operator is in material breach of any of its obligations under this Agreement (including a material breach of Clause 6.2), other than as a result of a breach of this Agreement by National Grid Gas, and the Operator has within such period of notice failed to rectify such breach.
- 2.6 Following suspension of this Agreement pursuant to Clause 2.5 National Grid Gas shall, on being reasonably satisfied that the Operator has taken such steps as are reasonable in the circumstances to rectify the breach giving rise to such suspension and such further steps as are reasonable to ensure that a repetition of such breach or a similar breach does not occur, terminate the period of suspension of this Agreement by giving written notice to the Operator and Relevant Shippers, whereupon this Agreement shall continue in full force and effect.
- 2.7 This Agreement shall terminate at the time of commencement of any CSEP NExA in respect of the Premises Supply Meter Point. National Grid Gas will notify the other Parties of the commencement date of such CSEP NExA as soon as reasonably practicable.
- [2.8 National Grid Gas may on written notice to the Relevant Shippers suspend the application of this Agreement following the service of a notice by the Operator pursuant to Clause 8.3, with effect from the Retirement Date if no subsequent operator of the Operator Offtake Facilities and Gas Consuming Plant has acceded to this Agreement with effect from such Retirement Date.
- 2.9 Any period of suspension of this Agreement in accordance with Clause 2.8 shall cease following the accession to this Agreement of a subsequent operator of the Operator Offtake Facilities and the Gas Consuming Plant].
- 2.10 The Operator shall ensure that at all times it remains responsible for the operation of the Operator Offtake Facilities and the Gas Consuming Plant whether or not it utilises the services of an operation and maintenance contractor.

**3. NETWORK EXIT PROVISIONS**

The matters recorded in relation to the offtake of gas between National Grid Gas and the Operator for the purposes of the Network Code in respect of the Premises Supply Meter Point are set out in Annexes A to D.

**4. EFFECT OF THIS AGREEMENT**

4.1 Without prejudice to the provisions of the Network Code, nothing in this Agreement shall confer on the Operator any obligation or entitlement to offtake gas from the System, nor make any provision of the Network Code binding as between National Grid Gas and the Operator.

4.2 Nothing in this Agreement shall affect or prejudice the application of any provision of the Gas Code.

4.3 Except pursuant to the Gas Code, neither National Grid Gas nor the Operator shall be liable to the other for anything done or omitted to be done pursuant to this Agreement or the Network Code with the exception of Clauses 13.5 and 14 and in particular (but without limitation):-

- (i) the Operator will not be liable to National Grid Gas in respect of any failure by any Relevant Shipper to comply with any provision of the Network Code;
- (ii) National Grid Gas will not be liable to the Operator in respect of any failure of National Grid Gas to make gas available for offtake from the System (or to do so at any particular pressure or specification) at the Premises Supply Meter Point.

**5. UNIFORM NETWORK CODE**

5.1 A copy of the Uniform Network Code as modified from time to time is freely available on a website the details of which will be communicated to the Operator.

[5.2 As between the Relevant Shipper(s) and National Grid Gas, this Agreement shall constitute an Ancillary Agreement for the purposes of the Uniform Network Code and the Relevant User shall secure that the Operator is provided with a copy of this Agreement and any amendments thereto.]

**6. CHANGE**

6.1 This Agreement shall not be amended except by the prior written agreement of the Parties.

6.2 Where a modification is made to the Network Code, as soon as reasonably practicable, the Parties agree to make such amendments (if any) as are necessary to ensure that this Agreement is consistent with and will give effect to the Network Code as so modified.

**7. CONNECTION AND OFFTAKE FACILITIES**

7.1 This Agreement shall be without prejudice to the terms of the National Grid Gas Construction Agreement and any lease or other instrument made between National Grid Gas and the Operator in respect of the land on which the National Grid Gas Minimum Offtake Facilities are situated.

7.2 National Grid Gas and the Relevant Shippers shall have the right of access at all times for the purposes of Annex C to the Supply Point Measurement Equipment and to the Operator Offtake Facilities for the purposes of determining whether the Operator is in compliance with the warranty given under Clause 14. The Operator shall ensure such access is permitted on receiving reasonable notice from the other Parties and subject to the compliance of the Parties seeking such access with the site security and safety rules of the Operator. The Operator shall ensure that such rights of access may be exercised safely.

7.3 The Operator shall give the other Parties at least 3 months prior written notice of any gas being offtaken from the Premises Supply Meter Point for the purposes of supply to premises other than the Premises, so as to permit the Operator and National Grid Gas to negotiate the terms of a CSEP NExA that will supersede this Agreement.

**8. ACCESSION AND RETIREMENT**

8.1 In the event that the Operator proposes to transfer the operation of the Gas Consuming Plant, the Operator shall use reasonable endeavours to procure that the transferee accedes to this Agreement by satisfying the NExA Accession Requirements and entering into a NExA Accession Agreement.

8.2 On the Accession Date the Operator Applicant shall become a Party to this Agreement.

8.3 In the event that the Operator intends to cease being the operator of the Operator Offtake Facilities and the Gas Consuming Plant it shall notify National Grid Gas at least fourteen (14) days prior to such cessation, specifying the date on which such cessation will occur.

8.4 In the event that the Operator serves a notice pursuant to Clause 8.3 it shall cease to be a Party on the date specified in such notice as being the date on which it will cease to be the operator of the Operator Offtake Facilities and Gas Consuming Plant.

**9. INFORMATION AND CONFIDENTIALITY**

9.1 The Operator may disclose the terms of this Agreement to any User who has submitted a Supply Point Confirmation in respect of the Premises Supply Meter Point.

9.2 National Grid Gas may disclose the terms of this Agreement to each Relevant Shipper.

9.3 Subject to Clause 9.4, the Parties shall keep confidential and shall not disclose any information relating to the affairs of any Party which it obtains pursuant to this Agreement, other than information which is in the public domain or which it also obtains (other than under a duty of confidence) other than pursuant to this Agreement, and save to the extent to which it is required to disclose such information by law.

9.4 National Grid Gas shall own all information relating to the quantities in or rate at which gas is offtaken from the System at the Premises Supply Meter Point which is obtained by means of any equipment specified in Annex C, it being acknowledged that subject always to Clause 9.3 a Party may at all times use such information freely in relation to that Party's business. National Grid Gas may disclose such information to the Authority, the Operator and each Relevant Shipper and any third party, but in the latter case only with the written consent of the Operator, such consent not to be unreasonably withheld.

9.5 In the event of any conflict between information provided by a Relevant Shipper and information provided by the Operator, (save where such information is provided by the Operator pursuant to Annex D or F or to the procedures referred to in Clause 10, in which case National Grid Gas shall rely on the information provided by the Operator) National Grid Gas shall rely on that information provided by a Relevant Shipper.

9.6 The obligations of any Party pursuant to this Clause 9, shall continue for a period of 5 years from the date that it ceases to be a Party.

**10. OPERATING PROCEDURES**

10.1 Where the Operator and National Grid Gas (with or without the Relevant Shippers) establish or record any procedures for the implementation of

anything provided for in this Agreement, such procedures shall not (unless expressly otherwise provided) be legally binding and shall not modify or affect the interpretation of this Agreement.

**11. MAINTENANCE**

11.1 Without prejudice to Clause 9.5, the Operator and National Grid Gas agree to exchange information as to their respective plans for maintenance of the Operator Offtake Facilities, the Gas Consuming Plant or (as the case may be) the National Grid Gas Minimum Offtake Facilities and adjacent parts of the System, for the purposes of minimising the disruption to the supply of gas to the Gas Consuming Plant by Relevant Shippers.

11.2 Where the operation of any pipeline inspection or maintenance equipment in the System requires a specific even rate of offtake of gas from the System by Relevant Shippers at the Premises Supply Meter Point for any period, the Operator agrees to provide reasonable co-operation to National Grid Gas (and with each Relevant Shipper) with a view to ensuring that the Relevant Shippers' rate of offtake is maintained for such period.

**12. EMERGENCIES**

12.1 The Operator and National Grid Gas agree to provide reasonable co-operation to the other with a view to ensuring safety in the event of any emergency circumstances affecting the other provided that this shall not require National Grid Gas to act in breach of the Network Code nor the Operator to act in breach of any such agreement as is referred to in Recital B.

12.2 In the event of a Local Emergency the provisions of Annex F shall apply.

12.3 The Operator and National Grid Gas agree to establish detailed procedures for giving effect to Clause 12.1.

12.4 The Operator shall at all times be contactable via telephone at the number detailed in Annex F and shall be responsible for providing an emergency service for the Operator Offtake Facilities in accordance with statutory requirements and relevant Institution of Gas Engineers and Managers (IGEM) recommendations for the time being in force.

**13. COMMISSIONING**

13.1 The Operator shall notify National Grid Gas of the Commissioning Completion Date as soon as reasonably practicable and in any event within 28 days of such date.

13.2 The Operator shall as soon as reasonably practicable after a written request from National Grid Gas for the same provide such copies of data and information as National Grid Gas may reasonably require in connection with the commissioning of the Operator Offtake Facilities and Gas Consuming Plant. Provided that the Operator shall not be required to disclose any information relating to charges payable by it in connection with such commissioning.

13.3 The Operator shall use reasonable endeavours to procure that commissioning of the [Operator Offtake Facilities and] Gas Consuming Plant is conducted promptly and efficiently.

[13.4 Unmetered energy used for the commissioning and purging of the Operator Offtake Facilities shall be determined in accordance with Annex C 3.8.

13.5 The Operator shall:-

- (a) Provide as soon as possible after signature of this Agreement the Operator's reasonable proposals for a procedure for purging and commissioning the Operator Offtake Facilities so as to ensure that such purging and commissioning shall not prejudice the safe and efficient operation of the System and agree the said procedure with National Grid Gas, such agreement not to be unreasonably delayed or withheld by either party;
- (b) Purge and commission the Operator Offtake Facilities in accordance with the agreed procedure having first given National Grid Gas not less than five (5) Days notice (or such notice as may be agreed between the Parties) at the time and date on which the Operator will so conduct such works;

**14. OPERATORS WARRANTY**

14.1 With effect from the Commissioning Completion Date the Operator warrants with continuing effect that the Operator Offtake Facilities:

- (a) are and will be so maintained as to continue to be technically and operationally compatible in all material respects with the National Grid Gas Minimum Offtake Facilities and the System;
- (b) are safe and suitable to receive natural gas in accordance with the parameters set out in this Agreement, the Gas Safety (Management) Regulations 1996 and all other relevant Statutes and Statutory Instruments.

- 14.2 In the event that at any time the condition of the Operator Offtake Facilities become such that the Operator is in breach of the warranty set out in Clause 14.1 the Operator shall immediately notify National Grid Gas in writing.
- 14.3 In the event that National Grid Gas receives a notice from the Operator pursuant to Clause 14.2 or otherwise discovers that a breach of such warranty has occurred it may disconnect the Premises Supply Meter Point(s). The Operator shall reimburse to National Grid Gas the reasonable costs and reasonable expenses incurred by National Grid Gas in such disconnection.
- 14.4 Where, after the service of a notice in accordance with Clause 14.2, the condition of the Operator Offtake Facilities is such that it is no longer in breach of Clause 14.1:-
- (a) the Operator shall as soon as practicable notify National Grid Gas to that effect;
  - (b) if the Premises Supply Meter Point(s) has been disconnected pursuant to Clause 14.3 National Grid Gas will as soon as practicable following such notice reconnect the Operator Offtake Facilities; and
  - (c) the Operator shall reimburse to National Grid Gas the reasonable costs and reasonable expenses incurred by National Grid Gas in such reconnection.

**15. MISCELLANEOUS**

- 15.1 Subject to Clauses 15.2 and 15.3 no Party may assign its rights and obligations under this Agreement, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed)
- 15.2 National Grid Gas may, without the written consent of the Operator, assign all of its rights and obligations under this Agreement to any Affiliate that is (or will be at the time of such assignment taking effect) the holder of a public gas transporter’s licence and the operator of the System. Such assignment shall take effect upon the delivery by such Affiliate to the other Parties of an undertaking to observe this Agreement and perform all of the obligations of National Grid Gas hereunder as if such Affiliate had originally been named in this Agreement in place of National Grid Gas whereupon National Grid Gas shall be released from all further obligations under this Agreement.
- 15.3 For the purposes of Clause 15.2 “Affiliate” means any person, company, corporation, partnership, joint venture or other entity which, directly or



indirectly, controls, is controlled by, or is under common control with National Grid Gas.

15.4 For the purposes of Clause 15.3 the word “controls”, means the ability or entitlement to exercise, directly or indirectly, at least fifty per cent (50%) of the voting rights attributable to the shares or other interest of the controlled person, company, corporation, partnership, joint venture or other entity and the words “control” and “controlled” should be construed accordingly.

15.5 This Agreement and any disputes that arise out of or in connection with this Agreement (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of such disputes.

**16. NOTICES**

16.1 Any notice or other communication under or in connection with this Agreement shall be in writing and may be delivered personally or sent by first class post or facsimile as follows:

(a) If to National Grid Gas, to:

National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick  
CV34 6DA  
Fax: [            ]

Marked for the Attention of Customer Services Manager

(b) If to the Operator, to:

[Address]

Fax: [        ]

Marked for the attention of: [            ]

or to another person, address or facsimile number specified by a Party by written notice to the other.

16.2 In the absence of evidence of earlier receipt, a notice or other communication is deemed given:

- (a) If delivered personally, when left at the address referred to in Clause 16.1;
- (b) If sent by first class post, two (2) working days after posting it; and
- (c) If sent by fax, on completion of its transmission.

16.3 In the event of an emergency as detailed in Annex F, the provisions of that Annex regarding contact details shall override this Clause 16.

**17. THIRD PARTY RIGHTS**

Save and except for those rights which have been expressly granted to the Relevant Shipper under this Agreement and to any rights which may accrue to any successor or permitted assign of the Parties, no provision of this Agreement shall or maybe construed as creating any rights enforceable by a third party and all third party rights as may be implied by law are hereby excluded to the fullest extent permitted by law from this Agreement.

**IN WITNESS WHEREOF** the duly authorised representatives of National Grid Gas, the Operator and the Relevant Shipper have executed this Agreement the day and year first before written.

Signed for and on behalf of:

Signed for and on behalf of:

**National Grid Gas plc**

**[OPERATOR]**

Signature: .....

Signature: .....

Name: .....

Name: .....

Position: .....

Position: .....

## ANNEX A

## NETWORK EXIT PROVISIONS

1. **Plant and Equipment**

1.1 The plant and equipment installed at or near the Premises Supply Meter Point comprises the following:

- (i) the National Grid Gas Minimum Offtake Facilities: [            ]mm valve and associated monitoring and control equipment installed at or immediately upstream of the Premises Supply Meter Point;
- (ii) the Operator Offtake Facilities: plant and equipment installed and owned by the Operator for purposes connected with the offtake of gas from the System and including filters [pre-heaters], [regulators,] measurement [and telemetry] equipment and all associated pipework and equipment installed at or immediately downstream of the Premises Supply Meter Point.

as described in more detail in Annex B.

1.2 For the purposes of determining the period referred to in Section J4.4.5(b)(ii) (and without prejudice to Clause 7.1), where National Grid Gas has been notified of a requirement for maintenance of or failure or defect in the National Grid Gas Minimum Offtake Facilities:

- (a) National Grid Gas will:
  - (i) arrange for an engineer to attend at the National Grid Gas Minimum Offtake Facilities within six (6) hours after National Grid Gas being so notified for the purposes of assessing the maintenance, repair or replacement works required; and
  - (ii) unless such works can be carried out by the engineer upon such visit, prepare and submit to the Operator and Relevant Shipper(s) a programme for the carrying out of the works with all reasonable diligence;
- (b) where the engineer carries out such works upon such visit, the period referred to in that Section shall be deemed to expire when such works are completed;
- (c) except as provided in paragraph (b), the period referred to in that Section will be the period expiring at the end of the period provided for

in the programme provided under paragraph (a)(ii), with any reasonable extensions necessitated by any failure of the Operator to provide reasonable access and co-operation to National Grid Gas in the carrying out of the required works.

- 1.3 The pre-heating equipment specified on the diagram in Annex B will be set to indicate a temperature of gas made available for offtake of [ ] degrees Celsius [( )°C.]

## 2. Point of Offtake

- 2.1 The point of offtake at the Premises Supply Meter Point is [/] as shown in the diagram in Annex B.

[2.2 The point of offtake of Fuel Gas [and Auxiliary Gas] is [/] as shown in the diagram in Annex B.]

## 3. Pressure

- 3.1 For the purposes of Section J4.3.1(e) the Applicable Offtake Pressure (as at the date of this Agreement) is [ ] bar gauge.

3.2 For the purposes of Section J2.2.1, at the date of this Agreement the Relevant Shippers will be taken to have been advised by the Operator that the anticipated normal offtake pressure in respect of the Premises Supply Meter Point is [ ] bar gauge.

[3.3 The point at which the pressure of gas made available for offtake from the System is to be determined is not the point of offtake but is as shown in the diagram in Annex B.]

## 4. Offtake Rate Changes and Ramp Rates

- 4.1 For the purposes of the Network Code Sections J4.5, J4.6, J4.7 and J5.7 thereof are to apply to this Agreement.

4.2 For the avoidance of doubt, where there is more than one Relevant Shipper, references in this paragraph 4 to the rate of offtake are to the aggregate offtake by all Relevant Shippers.

4.3 For the purposes of this paragraph 4, the “**SPOR**” is the Supply Point Offtake Rate in respect of the Premises Supply Meter Point or (where there is more than one Relevant Shipper) the sum of such Supply Point Offtake Rates.

4.4 For the purposes of Section J4.5.1:

- (a) the time at which the Offtake Profile Notice for each Gas Flow Day is to be given to National Grid Gas is 17.00 hours on the Preceding Day;
  - (b) the End of Day Demand Forecast Notice (which sets out the estimated total amount of gas to be offtaken during the Gas Flow Day) shall be provided to National Grid Gas by no later than 12.00 hours on the Preceding Day.
- 4.5 For the purposes of Section J4.5.4, the period of notice to be given to National Grid Gas of any change in the rate of offtake (by a revised Offtake Profile Notice) shall be as follows:
- (i) for an increase, or (subject to paragraph 4.6) a relevant cumulative increase, which exceeds [ ] percent ( %) of the SPOR, not less than [ ] ( ) hours;
  - (ii) for an increase, or (subject to paragraph 4.6) a relevant cumulative increase, which exceeds [ ] percent ( %) but does not exceed [ ] percent ( %) of the SPOR, not less than [ ] ( ) hours;
  - (iii) for an increase which does not exceed [ ] percent ( %) of the SPOR, not less than [ ] ( ) hours];
  - (iv) for a decrease, not less than [ ] ( ) hour.
- 4.6 For the purposes of paragraph 4.5 a relevant cumulative increase is the aggregate increase in rate of offtake under any two or more connected increases, for the purposes of which two increases are connected where notice of the second-notified increase is required (in accordance with paragraph 4.5) to be given before the first-notified increase has occurred.
- 4.7 For the purposes of Section J4.6, the tolerance within which the rate of offtake may deviate from the Prevailing Offtake Rate without the requirement for notice under paragraph 4.5 is +/- 3% (plus or minus three percent).
- 4.8 For the purposes of Section J4.7:
- (a) except as provided in paragraph (b), the rate of increase of the rate of offtake shall not exceed [ ] ( ) MW/minute;
  - (b) on each occasion on which the rate of offtake increases from zero, the rate of increase of the rate of offtake during the first two (2) minutes from the time at which offtake commences shall not exceed [ ] ( ) MW;

- (c) the rate of decrease of the rate of offtake shall not exceed [    (    ) ] MW/minute.

4.9 For the purposes of Section J5.7:

- (a) the requirements under paragraphs 4.5(iv) and 4.8(b) do not apply:
  - [(i) in the event of Operational Intertripping of the Gas Consuming Plant as defined in, and occurring in accordance with the requirements of the Grid Code established by National Grid Electricity Transmission plc;]
  - [(ii) in the event of any Forced Outage;
- (b) following any event within paragraph (a) above, notice under paragraph 4.5 is not required in respect of any increase in the rate of offtake which is completed within a period of sixty (60) minutes after, and results in a rate of offtake not exceeding the Prevailing Offtake Rate immediately before, the occurrence of such event.

**5. Frequency Response**

For the purposes of the Network Code Section J5.8 thereof is [not] to apply.

**6. Measurement**

For the purposes of Section J5.9, the provisions of Annex C as to the measurement of flow (and determination of volume) [and the determination of calorific value] of gas offtaken shall apply.

**7. Planned Maintenance**

7.1 For the purposes of Section L4.3.2(a), the allowable number of days of Planned Maintenance shall be [    (    ) ] in any one (1) Planned Maintenance Period and [    (    ) ] in any three (3) consecutive Planned Maintenance Periods.

7.2 National Grid Gas shall discuss any planned maintenance with the Operator. National Grid Gas and the Operator shall co-operate with each other in the scheduling of maintenance and shall each use reasonable endeavours to co-ordinate the maintenance of the Minimum Offtake Facilities and the maintenance of the Gas Consuming Plant. However, notwithstanding the foregoing, nothing shall (a) oblige National Grid Gas to undertake maintenance of the Minimum Offtake Facilities at or about the same time as the Operator undertakes or proposes to undertake maintenance of the Gas Consuming Plant, or (b) prevent National Grid Gas from undertaking maintenance of the

Minimum Offtake Facilities at any time other than at the time the Operator undertakes or proposes to undertake maintenance of the Gas Consuming Plant.

**8. Communication Arrangements**

Annex D sets out the requirements (if any) which apply for the purposes of Section J5.5.1.

**ANNEX B**

**THE PREMISES AND OFFTAKE FACILITIES**

**1. Premises**

The Premises at which the [gas fired power station] [industrial plant] is located is known as [ ].

**2. Description of Offtake Facilities**

*[Include engineering line diagram showing equipment and point(s) of offtake, etc.]*

2.1 The National Grid Gas Minimum Offtake Facilities are those facilities delineated in schematic diagram 1 contained in this Annex B.

2.2 The Operator Offtake Facilities are those facilities delineated in schematic diagram 2 contained in this Annex B.

2.3 [Includes engineering line diagrams showing the National Grid Gas Minimum Offtake Facilities, the Premises Supply Meter Point, the Operator Offtake Facilities and the Supply Point Measurement Equipment in accordance with Section J4.3.1 (a) and (b)]



**ANNEX C****MEASUREMENT PROVISIONS****1. Installation, Commissioning, Operation and Maintenance of the Supply Point Measurement Equipment comprised within the Operator Offtake Facilities**

The Operator shall install, commission, operate and maintain the Supply Point Measurement Equipment in accordance with OFGEM COP/1c “Code of Practice for all Higher Pressure and all other Low Pressure Meter Installations not covered by COP/1a and COP/1b” and National Grid’s T/SP/ME/1 “Gas Transporter’s Requirements for Gas Measurement Systems Connected to the National Grid Gas Network” and the Institution of Gas Engineers and Managers (IGEM) Recommendations on Gas Measurement Practice IGE/GM/1 “Gas Meter Installations for Pressures not exceeding 100 Bar” and IGE/GM/4 “Flow Metering Practice for pressures between 38 and 100 Bar”.

**2a. Maintenance procedures for the Supply Point Measurement Equipment comprised within the Operator Offtake Facilities**

The Operator shall produce a maintenance procedure in accordance with T/SP/ME/1, IGE/GM/1, IGE/GM/4 and COP/1c for the Supply Point Measurement Equipment before commencement of commissioning for agreement of the Relevant Shipper and National Grid Gas.

**2b. Commissioning procedures for the Supply Point Measurement Equipment comprised within the Operator Offtake Facilities**

The Operator shall produce a commissioning procedure in accordance with T/SP/ME/1, IGE/GM/4 and COP/1c, and relevant metering standards ISO 5167, ISO 9951, BS 7965 and ISO 6976, for the Supply Point Measurement Equipment before commencement of commissioning for agreement of the Relevant Shipper and National Grid Gas. The Operator shall give National Grid Gas and the Relevant Shipper reasonable advance notice of the Meter(s) verification at final commissioning and shall at this time provide Meter calibration certificates from an accredited calibration facility for the Primary, Fuel Gas and Auxillary Meters being commissioned.

**3. Measurement of gas flows at the Premises Supply Meter Point**

3.1 The Supply Point Measurement Equipment comprised within the Operator Offtake Facilities is or will be the property of and shall be maintained by the Operator.

- 3.2 All gas offtaken from the System, except that referred to in paragraph 3.3(c), shall be measured by the Supply Point Measurement Equipment and all gas measurement data as detailed in the National Grid Gas Construction Agreement shall be provided as telemetry signals to National Grid Gas.
- 3.3 The quantity of gas offtaken at the Premises Supply Meter Point shall be deemed to be the sum of:-
- (a) the quantities determined by the Primary Meters and the Process Gas Chromatograph in accordance with paragraphs 3.4 and 3.7; and
  - [(b) the quantities of Fuel Gas and Auxiliary Gas determined by measurements made by the Fuel Gas Meters and the Auxiliary Gas Meters in accordance with paragraph 3.5 and the calorimeter in accordance with paragraph 3.7 or such other methods as may be agreed between the Parties where no such Fuel Gas Meters or Auxiliary Gas Meters exist at the Premises Supply Meter Point.]
  - (c) the unmetered energy quantities determined in accordance with paragraph 3.8 to account for unmetered energy occurring between the Premises Supply Meter Point and Supply Point Measurement Equipment.
- 3.4 Primary Meters
- (1) (a) The total uncertainty in the measurement of the energy flow of gas by the Primary Meters at the Premises Supply Meter Point shall in all steady-state flow conditions be within the percentage range specified in Table 1 of this Annex (the “Permitted Range”) in respect of that percentage which the flow rate forms of maximum energy flow.
  - (b) The uncertainty of the Measurement Equipment must be assessed in accordance with ISO 5168 and the relevant parts of ISO 5167, ISO 9951 and BS 7965 as may be applicable (or such other standards as may be agreed between the Parties.
  - (2) A Relevant Shipper or National Grid Gas may request that the Primary Meters be verified at any time in which case any such verification shall be carried out as soon as reasonably practicable. Subject to paragraph 3.4(3) the costs and expense of such verification, and any adjustment or replacement of the components of the Primary Meters made as a result of any verification made pursuant to this paragraph 3.4(2) shall if the Primary Meters are found to read within the Permitted Range be

paid by the person requesting the verification and in any other case by the Operator.

- (3) A Relevant Shipper or National Grid Gas may request that the Primary Meters be verified if the previous verification took place more than six (6) months previously and any verification pursuant to this paragraph 3.4(3) shall be carried out as soon as reasonably practicable. The Operator shall bear the costs and expenses of such verification and any adjustment or replacement of the components of the Primary Meters made as a result thereof.
- (4) Subject to paragraph 3.4(6) the Operator may at its own expense undertake verification of the Primary Meters and may following such verification adjust or replace the components in accordance with paragraph 3.4(5) also at its own expense.
- (5) Immediately following verification as specified in paragraph 3.4(2), 3.4(3) or 3.4(4) the individual components of the Primary Meters shall be adjusted or replaced as necessary so that the Primary Meters read centrally within the Permitted Range. Each individual component of the Primary Meters shall read within its recommended tolerance. Where the Primary Meters are found when so verified to read outside the Permitted Range then:-
  - (a) the Primary Meters shall be assumed to have read outside the Permitted Range during the latter half of the period since last verified and found to be within the Permitted Range or, if later, since last adjusted to read within the Permitted Range (except in the case where it is proved that the Primary Meters have begun to read outside the Permitted Range on some other date);
  - (b) for the purposes of calculating the amount of allowance to be made to or the surcharge to be made on the Relevant Shipper(s) the quantities read as offtaken during the period when the Primary Meters are assumed to have read outside the Permitted Range shall be adjusted by an amount corresponding to the amount by which the Primary Meters were found on verification to read outside the Permitted Range; and
  - (c) the amount by which the quantity determined to have been offtaken on any Day differs from the quantity originally determined to have been offtaken on such Day pursuant to any

verification or resolution of any dispute in relation thereto shall be treated as the DM Reconciliation Quantity in respect of the Premises Supply Meter Point on such Day and the provisions of the Network Code in respect of DM Reconciliation (including any charges payable as a consequence of the application of such provisions) shall apply in relation thereto.

- (6) Any verification pursuant to this paragraph 3.4 shall be conducted by the Operator and the Operator shall give reasonable advance notice of such verification to National Grid Gas and the Relevant Shipper(s) which shall be entitled to be present. Following each verification the Operator shall affix a lead seal to the relevant meter which shall not be removed by the Operator until the next verification in accordance with paragraph 3.5. The Operator shall provide a verification report to National Grid Gas and the Relevant Shipper(s) within fourteen (14) Days of any verification stating the results of such verification.
- (7) The results of any verification conducted by the Operator shall be binding on the Operator and on the Relevant Shipper(s) and National Grid Gas unless any of the Relevant Shipper(s) or National Grid Gas shall within fourteen (14) Days after receiving the verification report specified in paragraph 3.4(6) give notice to the Operator that it disputes the accuracy of such verification. The Relevant Shipper(s) and National Grid Gas shall not be entitled to dispute the accuracy of such verification solely on the grounds that such party did not attend such verification.
- (8) At the request of either National Grid Gas, the Operator or any Relevant Shipper, National Grid Gas, the Operator and the Relevant Shipper(s) shall meet and discuss and endeavour to settle any dispute or failure to agree arising from the application of the provisions of this paragraph 3.4 and if within thirty (30) Days after such request they shall have been unable to agree the matter may be referred to an expert for determination (at the request of either National Grid Gas, the Operator or any of the Relevant Shippers(s)) in accordance with the provisions of Annex G.

**[3.5 Fuel Gas Meters and Auxiliary Gas Meters**

- (1) The Operator shall ensure that the Fuel Gas Meters and Auxiliary Gas Meters comply with Regulation 3 of the Regulations.
- (2) Where a Relevant Shipper or National Grid Gas in accordance with Section 17 of the Act requires any Fuel Gas Meter or Auxiliary Gas Meter to be examined then where such Fuel Gas Meter or Auxiliary

Gas Meter is found, when so examined, not to conform to the standards prescribed by the Regulations then:-

- (a) the Fuel Gas Meter or Auxiliary Gas Meter shall be assumed not to have conformed to the standards prescribed by the Regulations to the degree so found since the penultimate date on which (otherwise than in connection with the examination) the Fuel Gas Meter or Auxiliary Gas Meter was read except in a case where it is proved to have begun not to have conformed as described on some other date and/or as the parties may agree having met (in good faith) and discussed such nonconformity; and
  - (b) the amount by which the quantity determined to have been offtaken on any Day differs from the quantity originally determined to have been offtaken on such Day pursuant to any verification or resolution of any dispute in relation thereto shall be treated as the DM Reconciliation Quantity in respect of the Premises Supply Meter Point and such Day and the provisions of the Network Code in respect of DM Reconciliation (including any charges payable as a consequence of the application of such provisions) shall apply in relation thereto.
- (3) Where any Fuel Gas Meter or Auxiliary Gas Meter is removed for the purpose of being examined in accordance with paragraph 3.5(2) the expenses incurred in removing, examining and replacing the Fuel Gas Meter or Auxiliary Gas Meter and fixing any substituted Fuel Gas Meter or Auxiliary Gas Meter shall, if the Fuel Gas Meter or Auxiliary Gas Meter is found to conform with the Regulations be paid by the person requesting the examination, otherwise such expenses shall be paid by the Operator.
- (4) Any examination of any Fuel Gas Meter or Auxiliary Gas Meter under the provisions of this paragraph 3.5 shall be conducted by a meter examiner appointed under Section 17 of the Act.
- (5) The register of any Fuel Gas Meter or Auxiliary Gas Meter recording the volume of Fuel Gas or Auxiliary Gas shall be corrected to Cubic Metres and corrections for the purpose of this paragraph 3.5(5) shall be effected by:-
- (a) automatic correctors where available; or

- (b) reference to the National Grid Gas Standard Factors for Temperature and Pressure Correction.
- (6) The quantity of Fuel Gas and Auxiliary Gas shall be ascertained by multiplying the number of Cubic Metres of Fuel Gas and Auxiliary Gas (determined in accordance with paragraph 3.5(5) by the calorific value of such Fuel Gas and Auxiliary Gas (as determined in accordance with paragraph 3.7 and dividing the product by three decimal six (3.6).
- (7) Subject to paragraph 3.5(8) for the purposes of this Agreement the quantity of Fuel Gas and Auxiliary Gas on any Day in a month at a Fuel Gas Meter or Auxiliary Gas Meter which does not have a data logger on that Day shall be deemed to be the quantity derived by dividing the difference between the Fuel Gas Meter reading or the Auxiliary Gas Meter reading made closest to the end of such month (or at a time on which the data logger was installed if applicable) and the Fuel Gas meter reading or the Auxiliary Gas Meter reading made closest to the beginning of such month by the number of Days in the period between such readings when such Fuel Gas Meter or Auxiliary Gas Meter did not have a data logger. The quantity of Fuel Gas or Auxiliary Gas on any Day at a Fuel Gas Meter or Auxiliary Gas Meter which has a data logger on that Day shall be derived from the recordings of the data logger at the beginning and end of that Day.
- (8) On any Day at any Fuel Gas Meter or Auxiliary Gas Meter at which no data logger is installed National Grid Gas may examine the register of the Fuel Gas Meter or Auxiliary Gas Meter and any quantity thereby determined shall for the purposes of this Agreement be treated as a quantity of Fuel Gas or Auxiliary Gas on that Day at that Fuel Gas Meter or Auxiliary Gas Meter.]

### 3.6 Inspection Rights

National Grid Gas and the Relevant Shipper(s) shall have the right, upon giving reasonable notice to the Operator in accordance with Clause 7.2, to inspect the Supply Point Measurement Equipment and the charts and other measurements or test data of National Grid Gas but the reading calibration and adjustment of the Supply Point Measurement Equipment and the changing of any charts shall be carried out only by the Operator who shall preserve all original test data, charts, calibration certificates and other similar records for a period of three (3) years and shall, at National Grid Gas's or the Relevant Shipper's reasonable

expense, make a copy thereof available to National Grid Gas or the Relevant Shipper(s) upon request.

[3.7 Calorific Value

(1) The calorific value of the gas offtaken at the Premises Supply Meter Point and any Fuel Gas offtaken and any Auxiliary Gas offtaken shall be determined by the Process Gas Chromatograph, specified in Annex B. Installed to BS ISO 15971 and National Grid Gas’s T/SP/ME/1, with Calorific Value determined to ISO 6976 and shall have a sample system compliant with ISO 10715.

(2) The Operator shall give National Grid Gas and the Relevant Shipper reasonable advance notice of the final commissioning of the Process Gas Chromatograph which should include a Performance Evaluation to ISO 10723 carried on the Gas Chromatograph at its final installed location to demonstrate that the instrument is within the required bias and uncertainty [0.14MJ] for the determination of the calorific value.

(3) The Operator shall operate and maintain the Process Gas Chromatograph to National Grid Gas’s T/PM/GQ/3 and T/SP/ME/1 and to BS 15971 and shall, following replacement and or repair of certain key components, as agreed between the parties, carry out a performance evaluation to ISO 10723, at the installed location, to demonstrate that the instrument is within the required bias and uncertainty [0.14MJ] for the determination o the calorific value.]

3.8 Unmetered Energy

The amount of unmetered energy and gas lost in Emergencies shall be agreed between the Operator, National Grid Gas, and the Relevant Shipper, on a case by case basis. The parties shall meet to endeavour to reach such agreement as soon as reasonably practicable (and in any event no later than thirty (30) days) after the occurrence of an event resulting in quantities of unmetered energy. If within such thirty (30) day period they have been unable to agree, the matter may be referred by any Party to be determined by an expert in accordance with the procedure set out in Annex G.

For the purposes of commissioning the Operator Offtake Facilities, the quantity of unmetered energy shall be:

unmetered energy (kW) = 
$$\frac{\text{corrected volume (Sm}^3\text{)} \times \text{calorific value of gas(MJ/Sm}^3\text{)}}{3.6 \text{ (MJ/kW)}}$$

4. **Metering Uncertainty**

4.1 The Maximum Flow Rate of the Supply Point Measurement Equipment for the purposes of determining uncertainty is [determined and agreed at design stage ] kW

4.2 Under steady state conditions gas shall not be offtaken from the System below [agreed between parties and dependent on type of metering] percent ( %) of the Maximum Flow Rate.

**TABLE 1 - METERING UNCERTAINTY**

	Maximum Flow Rate GW	Range as % of Maximum Flow Rate	
		20 - 30%	30 - 100 %
Primary Meter			
[Fuel Gas Meter]			
[Auxiliary Gas Meter]			

The meters will have a level of uncertainty of +/- [( )]% of the flow rate over the expected flow range.

4.3 For the avoidance of doubt the Maximum Flow Rate does not constitute for the purposes of the Network Code or otherwise an indication of the available Supply Point Capacity in respect of the Premises Supply Meter Point.



**ANNEX D**

**AGENT FOR COMMUNICATIONS ETC.**

*[If applicable to provide for any allocation agreement or agency and appointment of agent for nominations, etc.]*

**ANNEX E**

**FREQUENCY RESPONSE SERVICE**

[This Annex is no longer applicable following Network Modification 217]

**ANNEX F**

**EMERGENCY PROCEDURES**

In the event of an emergency arising in connection with the operation of the Gas Consuming Plant or the Operator Offtake Facilities or the National Grid Gas Minimum Offtake Facilities which affects the safety of any person or threatens to cause damage to the Gas Consuming Plant, the Operator Offtake Facilities or the National Grid Gas Minimum Offtake Facilities or the System (a “Local Emergency”), the Operator and National Grid Gas, notwithstanding the provisions of Annex A, paragraph 4, may, pursuant to Clause 12.1 agree any variation to the rate of offtake at the Premises Supply Meter Point that may be expected to cause a reduction in the threat to the safety of any person or the threat of damage to any property and, for the purposes of the Network Code, the Offtake Profile Notice in respect of the time during which such variation takes effect shall be deemed to have been modified accordingly. As soon as reasonably practicable after any such variation is agreed National Grid Gas shall notify the Relevant Shipper(s).

Emergency Contact details:

**National Grid Gas:** Gas National Control Centre

Telephone: [0870 191 0632]

Facsimile: [0870 191 0647]

**Operator:** [            ]

Telephone: [            ]

Facsimile: [            ]

or such other details as the Operator and National Grid Gas may provide each other with from time to time.

**ANNEX G**

**EXPERT DETERMINATION**

1. This Annex G shall comprise the provisions of Sections A.1 and A.2 of the General Terms of Uniform Network Code which shall be adopted mutatis mutandis, subject to the amendments set out in paragraph 2 below.

2. (a) Section A 1.1.1 shall not apply;
- (b) Section A 1.1.2 shall be deleted and replaced with the following:

For the purposes of this Annex G:

- (i) a “dispute” is any dispute or difference arising between National Grid Gas and/or the Operator and/or the Relevant Shipper under paragraph 3.4 (8) or 3.8 of Annex C;
  - (ii) a “User” includes the Operator and the Relevant Shipper;
  - (iii) in respect of any dispute “parties” means National Grid Gas and the User or Users party to such dispute and “party” shall be construed accordingly;
  - (iv) subject to (v) below, a reference to “the Code”, “the Framework Agreement” or any “Ancillary Agreement” shall mean a reference to “this Agreement”;
  - (v) the “Network Code Committee” shall for the purposes of this Annex be the same committee as that designated under the Uniform Network Code;
  - (vi) a reference to “Section A” shall for the purposes of this Agreement be interpreted as a reference to this “Annex G”.
- (c) Section A1.3 shall not apply.

**SUBJECT TO CONTRACT**

**DRAFT DATE: [    ]**

**ANNEX H**

**DRAFT NExA ACCESSION AGREEMENT**

**NExA ACCESSION AGREEMENT**

**between**

**NATIONAL GRID GAS PLC**

**and**

**[ ]**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ [ ]

**BETWEEN:**

- (1) **National Grid Gas plc**, (Registered No. 2006000) whose registered office is at [ \_\_\_\_\_ ] ("**National Grid Gas**") on its own behalf and on behalf of all the other parties to the NExA referred to below; and
- (2) [ \_\_\_\_\_ ], (Registered No. [ \_\_\_\_\_ ]) whose registered office is at [ \_\_\_\_\_ ] (the "**Applicant**").

**WHEREAS:**

- (A) National Grid Gas is authorised pursuant to the "**NExA**", being the Network Exit Agreement dated [ \_\_\_\_\_ ] in respect of [ \_\_\_\_\_ ] made between National Grid Gas and the other Parties named therein and as now in force pursuant to NExA Accession Agreements (if any) entered into by other new Parties before the date of this NExA Accession Agreement, to enter into this Agreement on its own behalf and on behalf of the other Parties to the NExA.
- (B) The Applicant has complied with the NExA Accession Requirements and wishes to be admitted as an additional Party under the NExA.

**IT IS HEREBY AGREED** as follows:

- 1. In this Agreement words and expressions defined in the NExA and not otherwise defined herein shall have the meanings ascribed thereto under the NExA.
- 2. The Applicant shall by prior written notice advise the Parties to the NExA, of the date on which it becomes the Operator and provide an address and telephone and facsimile for the purposes of service of notices under the NExA.
- 3. National Grid Gas (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Applicant as a Party under the NExA on the terms and conditions hereof as from the NExA Accession Date, being the date on which the Applicant becomes the Operator.
- 4. The Applicant hereby accepts its admission as a Party on the NExA Accession Date and undertakes to perform and to be bound by the NExA as a Party as from the NExA Accession Date.
- 5. For all purposes in connection with the NExA the Applicant shall as from the NExA Accession Date be treated as if it has been a signatory of the NExA in the capacity of an Operator, and as if this Agreement were part of the NExA, and the rights and obligations of the Parties shall be construed accordingly.

