

Initial Modification Report No.15

Introduction of Aggregate Balancing

2nd September 2022

Please find below Initial Modification Report No.15 to the NI Network Gas Transmission Code raised by the Transporter, as required under sections A2 and A3 of the Code Modification Rules.

A Description of the nature and purpose of the modification

This proposal is being made to support and enable the injection of biomethane into the gas network in Northern Ireland by introducing Aggregate Balancing Arrangements.

The Transporter has been developing arrangements in conjunction with the DNOs and the Utility Regulator, through a programme of work (including operational, technical and contractual arrangements relating to biomethane producers) which commenced in Autumn 2019. This work has been aiming to support the Department for the Economy's 'Energy Strategy for Northern Ireland: Path to Net Zero'. A consultation on the proposed Business Rules for the NI Network Gas Transmission Code for Shippers was published for industry feedback during December 2021-January 2022. Comments received have been taken into account in preparing the text of this Proposed Modification.

At this time, there has been no request for biomethane delivery to the NI Gas Transmission Network. Therefore, the Transporter is not currently proposing to make changes to the NI Network Gas Transmission Code to accommodate direct injection into the transmission network. However, the Business Rules will be re-published, referring only to the changes to the Transmission Code which would be needed to support injection on the transmission system, and retained on the GMO NI website for industry reference.

As set out in the Business Rules, changes are still required to the NI Network Gas Transmission Code to enable biomethane injection on the distribution networks. Therefore, this Proposed Code Modification introduces the Aggregate Balancing Arrangements whereby, for the purposes of energy balancing:

- a Shipper's DN Exit Allocations from the transmission network will be deemed to be the same as its offtake quantities from the distribution networks; and
- biomethane deliveries to the distribution network will be accounted for as entry flows in a Shipper's Aggregate Imbalance, which will be determined under the NI Network Gas Transmission Code.

This proposal includes the introduction of a notional point (Distribution Biomethane Entry Point or DBEP) for each distribution network at which biomethane entry flows will be accounted for under the NI Network Gas Transmission Code. The DNOs and the Transporter are preparing an Information Sharing Agreement to allow for the necessary provision of information.

The Transporter will calculate Adjusted T-DN Exit Allocations for the purposes of commodity charging under the NI Network Gas Transmission Code, and the proposed changes also include provisions for registering a Shipper at a DBEP.

The Transporter will also publish relevant information on Delphi for Shippers. This is subject to some IT development to deliver the changes.

Further detail is provided in section G below.

B How the modification better facilitates the relevant objective

The Relevant Objective, (condition 2.4 of the Transporter Licences) will be better facilitated by the NI Network Gas Transmission Code as a result of the proposed changes. They will improve cost reflectivity and information provision for Shippers related to energy balancing in light of the introduction of biomethane into distribution networks and hence should improve the economic and efficient operation of the NI Gas Transmission Network.

C The clauses of the NI Network Gas Transmission Code that require amendment

On implementation, this Proposed Modification would amend text in sections 1, 2, 5, 6, 7, 8, 12,13, 14, 16, 18, 19, 21, 22 and 23. Please see section G for more information.

D Impact on the networks of the Designated Pipeline Operators, Adjacent Transporters and/or relevant agreements in respect of the NI Network:

The Transporter has considered the impacts the modification may have and concluded as follows:

Operation of the networks of the Designated Pipeline Operators (DPOs)

Low Impact. The NI Gas Transmission Network control room staff monitor total input and output nominations positions to inform balancing decisions. The Delphi development will provide an additional screen for the control room staff showing the distribution biomethane entry nominations alongside other entry and exit nominations, so that the overall picture is available in one place.

Adjacent Transporters & Relevant NI Agreements

The proposed changes will be facilitated by a new Information Sharing Agreement with the Distribution Network Operators. No other impacts are anticipated.

E The date proposed for implementation

The Transporter and the Distribution Network Operators consider that the proposed Aggregate Balancing Arrangements should commence operation at the start of a calendar month to avoid changing allocations methodology mid-invoice period. The systems changes required to implement these arrangements are expected to be complete and tested by the end of November 2022.

It is therefore proposed that these arrangements should come into effect from 1st December 2022, or where approval of the Authority is obtained after 1st December 2022, the start of the next calendar month following the date of such approval.

F How to Respond

Please send responses no later than 30th September 2022 by email to:

shippercommunications@gmo-ni.com

G Further Information on the Proposed Code Text

The table below sets out the changes to the text proposed in each section of the NI Network Gas Transmission Code and highlights any (minor) changes relative to the Business Rules.

Summary of Proposed Text

Section	Description of Proposed Changes	Difference from Business Rules, if any
1. Introduction to the Code and the NI Network	<p>Introduce Distribution Biomethane Entry Points (DBEPs) and the Aggregate Balancing Arrangements</p> <p>Amendments to clarify the application of the arrangements and to renumber due to changes in section 22</p>	As per Business Rules
2. Entry Capacity	One cross reference change	Consequential change
5. Demand Forecast Information and Aggregate Balancing Information	<p>Amend the title of section 5 to include Aggregate Balancing Information</p> <p>Set out the information to be shared under the Information Sharing Agreement to enable the Aggregate Balancing Arrangements and the calculation of the Total Transmission Delivery Nomination Required (TTDNR) by the Transporter</p> <p>Set out the timescales for information provision by the Transporter to Shippers via Delphi</p> <p>Extend the liabilities provisions to apply also in relation to Aggregate Balancing</p>	As per Business Rules
6. Nominations	Set out the provision of TTDNR as an advisory notice by the Transporter	As per Business Rules
7. Allocations	<p>Amend to:</p> <ul style="list-style-type: none"> • reflect the provision of DBEP Allocations • remove Shared Exit Point provisions as no longer required • separate Power Station Exit Allocations from DN Exit Allocations • set out the determination of Adjusted T-DN Exit Allocations • provide for Default DN Exit Allocations in the absence of information from the DNOs • clarify that DBEP Entry Allocations are included in Aggregate NI Entry Allocations and DN Exit Allocations in Aggregate NI Exit Allocations, and • clarify the timescales for initial and final information provision in line with the information provision for Aggregate Balancing 	<p>As per Business Rules,</p> <p>Default DN Exit Allocations provisions have been developed in the unlikely event that information is not provided by the DNOs</p>

8. Balancing and Scheduling Charges	Two cross reference changes	Consequential change
12. Title to Gas	Amend to include new title transfer provisions	As per Business Rules
13. Exit Requirements	Remove references to Shared Exit Points	Consequential change
14. Measurement and Testing	<p>Amend processes for determining an 'Exit Point Adjustment Quantity' and associated processes of corrections in light of information provision for Aggregate Balancing, as follows:</p> <ul style="list-style-type: none"> • Meter errors at a Power Station Exit Point will be dealt with as an Exit Point Adjustment Quantity • Meter errors at a DN Exit Point identified after M+10 will be addressed under the distribution network codes. PS Code charges shall not be adjusted in any event, but where Final T-DN Exit Allocations are adjusted, commodity charge reconciliation shall be carried out and invoiced on the next monthly invoice. • Allocation errors (for either a DN Exit Point or a Power Station Exit Point) may be corrected by the Transporter as an Exit Point Adjustment Quantity • Where the Transporter has to deem a metered quantity (at either a DN Exit Point or a Power Station Exit Point), that quantity will be re-allocated pursuant to the regular methods set out in section 7 • The other existing provisions for redetermining charges and issuing invoices accordingly where there is an Exit Point Adjustment Quantity are retained. 	Provisions developed to separate Power Station and DN Exit adjustments and support the proposed changes to post M+10 meter error treatment under the distribution network codes
16. Shipper Forecast Information and the Ten Year Statement	<p>Cross reference change</p> <p>Add the requirement for Shippers to submit forecast DBEP flows with their other forecast information</p>	<p>Consequential change</p> <p>As per Business Rules</p>
18. Credit Procedures	<p>Include forecast DBEP flows in the credit requirement for PS Code Charges, so that credit is provided for Aggregate Balancing</p> <p>i.e. Section 18.3.7 sets out how the credit requirement for PS Code Charges is based on Forecast Average Throughput, and the new credit requirement is covered by including Forecast DBEP Nominations in Forecast Aggregate Throughput</p>	As per Business Rules

19. Liabilities and Indemnities	Cross reference change	Consequential change
21. Termination	Cross reference change Inclusion of notification of the DNO in case of termination of a Shipper with a DBEP Registration	Consequential change As per Business Rules
22. Accession to the Code, Registrations, Downstream Load Statements and Retirement from the Code	Add provisions for DBEP Registration, including the requirement for a pair of Registrations as applicable and the consequences of withdrawal from a registration under the distribution network code Add provisions for retirement and consequential renumbering	As per Business Rules Addition of provision for Transporter to verify with the DNO that the applicant has applied to be a registered user at a BSEP under the distribution code Consequential changes
23. Confidentiality	Add confidentiality provisions for information provided under the Information Sharing Agreement by the DNOs	As per Business Rules
Transition Section	Not required as systems development will be complete prior to implementation	Was contemplated in Business Rules
Appendix 1: Defined Terms	Amendments and new terms to reflect the changes Updates to ISO references	Consequential changes
Appendix 2: Summary Table of NI Network Points	Update to include DBEPs for each distribution network	Consequential change

H Proposed Legal Text

With effect from the Implementation Date of this Proposed Modification:

1. INTRODUCTION TO THE CODE AND THE NI NETWORK

Insert the following new sections 1.7.5, 1.7.6 and 1.7.7 immediately following section 1.7.4

Distribution Biomethane Entry Points and Aggregate Balancing

1.7.5 For the purposes of this Code:

(a) “Aggregate Balancing Arrangements” means arrangements agreed between the Transporter and the Relevant DNOs under which:

(i) a Shipper’s DN Exit Allocations under the NI Network Gas Transmission Code in respect of a DN Exit Point are deemed to be equal to their DN Exit Allocations as determined by the Relevant DNO pursuant to the terms of their respective distribution network codes; and

(ii) gas flows into the distribution networks from biomethane entry points are accounted for as entry flows at a DBEP under the NI Network Gas Transmission Code;

for the purposes of determining a Shipper’s Aggregate NI Imbalance under the NI Network Gas Transmission Code;

(b) a “Distribution Biomethane Entry Point” (or “DBEP”) is a notional point in respect of a gas distribution network at which the gas flows into that distribution network are accounted for under this Code.

1.7.6 In this Code:

(a) “Belfast DBEP” is the notional point at which biomethane flows into the PNG Distribution Network are accounted for;

(b) “Ten Towns DBEP” is the notional point at which biomethane flows into the Firmus Distribution Network are accounted for;

(c) “West DBEP” is the notional point at which biomethane flows into the SGN NG Distribution Network are accounted for.

1.7.7 For the purposes of this Code:

(a) a Shipper delivering gas into a gas distribution network must be registered at the relevant DBEP in accordance with section 22 (Accession to the Code, Registration, Downstream Load Statements and Retirement from the Code);

(b) the information exchange for the Aggregate Balancing Arrangements is set out in section 5 (Demand Forecast Information and Aggregate Balancing Information);

(c) all other matters concerning gas flows into the distribution networks are provided for under the gas distribution network code of the Relevant DNO.

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Renumber cross references in section 1.11.3 as shown below:

1.11.3 In order to facilitate the holding of Exit Capacity at a DN Exit Point by DNOs under this Code, section 3 (*Exit Capacity*) and section 22 (*Accession to the Code, Registration, Downstream Load Statements and Retirement from the Code*) are partially applicable to DNOs. Accordingly, DNOs shall be classified as Shippers for the purposes of the following sections:

- (a) section 3.1 (*Introduction and Definitions*);
- (b) section 3.2 (*Indicative Application for Exit Capacity*);
- (c) section 3.3 (*Exit Capacity Application Requirements*);
- (d) section 3.4 (*Applications for Exit Capacity in future Gas Years*);
- (e) section 3.5 (*Allocation of Exit Capacity in future Gas Years*);
- (f) section 3.6 (*Application for an allocation of Exit Capacity in the same Gas Year*);
- (g) section 3.10 (*Order of allocation of Exit Capacity*);
- (h) section 22.1 (*Accession to the Code*);
- (i) section 22.3 (*Registrations*) save that a DNO shall not be classified as a Shipper for the purposes of section 22.3.3 (in respect of the requirement to hold a pair of Registrations);
- (j) section 22.5 (*Exit Point Registration Requirements*) save that a DNO shall not be classified as a Shipper for the purposes of section 22.5.1(d) in respect of the requirement to submit Downstream Load Statements and section 22.5.2(c) in respect of the requirement to apply for a pair of Registrations;
- (k) section ~~22.7~~22.8 (*Deregistration*) save that a DNO shall not be classified as a Shipper for the purposes of section ~~22.7.4~~22.8.1 (in respect of the requirement to maintain a pair of Registrations); and
- (l) section ~~22.9~~22.10 (*Retirement from the Code*);

and for the avoidance of doubt, a DNO shall not be classified as a Shipper for the purposes of section 3.7 (*Annual Review of Exit Capacity*), section 3.8 (*Exit Capacity Surrender*), section 3.9 (*Secondary Transfer of Exit Capacity*), sections ~~22.4~~ (*IP Registration Requirements*), section 22.6 (*DBEP Registration Requirements*), section ~~22.6~~ 22.7 (*Trading Point Registration Requirements*), and section ~~22.8~~ 22.9 (*Downstream Load Statement*).

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Amend section 1.11.5 to read as follows

DNOs in their role as a Relevant DNO

1.11.5 A Relevant DNO has obligations distinct from those of a Shipper in relation to the following;

- (a) the determination and payment of Ratchet Charges at a DN Exit Point pursuant to section 3.11.2;
- (b) the provision of Demand Forecast Information and Aggregate Balancing Information pursuant to ~~new~~ section 5 in respect of a DN Exit Point;
- (c) the requesting of Reallocations of gas amongst Shippers at a DN Exit Point pursuant to section 7.7;

and correspondingly:

- (i) for the purposes of section 3.11 (*Exit Capacity Ratchet*) a DNO shall not be classified as a Shipper and the Relevant DNO shall be liable to pay Ratchet Charges in respect of the DN Exit Point in accordance with the provisions of section 3.11.2 and, where the provisions of section 3.11.3 are applicable, have its' Registered Exit Capacity increased;
- (ii) for the purposes of section 5 (*Demand Forecast Information and Aggregate Balancing Information*) a DNO shall not be classified as a Shipper and section 5 shall only apply to a DNO in its role as a Relevant DNO;
- (iii) for the purposes of section 7 (*Allocations*) a DNO shall not be classified as a Shipper and section 7 shall only apply to a DNO in its role as a Relevant DNO.

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Amend section 1.12 to read as follows:

1.12 Stranraer Exit Point

1.12.1 Stranraer Exit Point is located in Scotland and the arrangements for distribution of gas in the Stranraer Distribution Network are governed under the GB Uniform Network Code and the Stranraer Interoperator Agreement. Under the GB Uniform Network Code a party (the “**Stranraer Shipper**”) is appointed to ship gas from Moffat Non-IP Entry Point to the Stranraer Exit Point pursuant to the terms of this Code. Accordingly:

- (a) the Stranraer Shipper is a Party to this Code and, for the avoidance of doubt, is classified as a Shipper under this Code;
- (b) the arrangements for Demand Forecast Information in relation to Stranraer Distribution Network are governed under the GB Uniform Network Code and not under this Code;
- (c) there is no Relevant DNO for Stranraer Exit Point pursuant to this Code;
- (d) the arrangements for Aggregate Balancing do not include Stranraer Exit Point.

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Amend cross reference in section 2.15.3 to read as follows:

2.15 Registering Bundled IP Entry Capacity

2.15.3 Where a Shipper ceases to hold Bundled IP Entry Capacity as a result of termination in accordance with section 21, retirement from the Code in accordance with section ~~22.9~~22.10 or under any other section of this Code, the Transporter may notify the Adjacent Transporter (if it has agreed with the Adjacent Transporter to do so) and provide the following information:

- (a) the identity of the Shipper;
- (b) the amount of Bundled IP Entry Capacity which the Shipper has ceased to hold;
- (c) the Day(s) for which the Shipper has ceased to hold the IP Entry Capacity.

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Amend section 5 to read as follows:

5. DEMAND FORECAST INFORMATION AND AGGREGATE BALANCING INFORMATION

5.1 Introduction

5.1.1 In this Code:

- (a) **“Forecasting Party”** means PTL, as so designated, pursuant to the provisions of its’ Licence;
- (b) **“Forecasting Party Agreement”** means an agreement between the Relevant DNOs and the Forecasting Party whereby the Relevant DNOs agree to provide Demand Forecast Information to the Forecasting Party;
- (c) **“Demand Forecast Information”** means Daily NDM Forecasts, Daily Metered Demand Forecasts and Daily Shrinkage Nomination Quantities;
- (d) **“Daily NDM Forecasts”** means the forecast demand for the non-daily metered supply meter points of a Shipper or its Affiliates as established pursuant to the Relevant DNO’s distribution network code;
- (e) **“Daily Metered Demand Forecasts”** means the forecast demand for the daily metered supply meter points of a Shipper or its Affiliates as established pursuant to the Relevant DNO’s distribution network code; and
- (f) **“Daily Shrinkage Nomination Quantities”** means the quantities which a Shipper is required to nominate pursuant to the Relevant DNO’s distribution network code for the purposes of delivery of shrinkage gas to the Relevant DNO’s distribution network.

5.1.2 It is acknowledged that:

- (a) the Relevant DNOs are obliged pursuant to the terms of their respective licences to provide Daily NDM Forecasts to the Forecasting Party in accordance with the Forecasting Party Agreement; and
- (b) the Relevant DNOs and the Forecasting Party have agreed that the provision of Daily Metered Demand Forecasts and Daily Shrinkage Nomination Quantities shall also be included in the information to be provided by DNOs to the Forecasting Party under the Forecasting Party Agreement on a reasonable endeavours basis; and
- (c) Daily Metered Demand Forecasts are provided by shippers to the Relevant DNOs pursuant to their respective distribution network codes and can only be provided to the Forecasting Party to the extent that they are received by the Relevant DNOs.

5.1.3 Pursuant to the terms of the SSO Agreement, the obligations of the Forecasting Party under the Forecasting Party Agreement are performed by the Transporter via the Delphi System.

5.1.4 In respect of each Gas Flow Day:

- (a) Demand Forecast Information is provided by the Relevant DNO to the Forecasting Party pursuant to the Forecasting Party Agreement;
- (b) the Forecasting Party provides the Demand Forecast Information to the Transporter pursuant to the SSO Agreement; and
- (c) Demand Forecast Information shall be provided by the Transporter to Shippers in accordance with this section 5.

5.2 Obligations of the Transporter regarding Demand Forecast Information

5.2.1 In respect of each Gas Flow Day, Demand Forecast Information, where available, shall be provided to Shippers via the Delphi System at the following times:

- (a) on D-1, no later than 12:00;
- (b) on D, no later than 13:00;
- (c) on D, no later than 17:00;

and at any other time on D-1 or D where the Transporter receives updated Demand Forecast Information from the Forecasting Party, or for any other reason that the Transporter deems appropriate.

~~5.3 Liabilities in respect of Demand Forecast Information~~

~~5.3.1 In providing Demand Forecast Information to Shippers in accordance with this section 5 the Transporter will act as a Reasonable and Prudent Operator but shall not be liable as to any loss or liability incurred by a Shipper or otherwise to any Shipper in respect of, or in consequence of, anything done or omitted to be done by the Transporter under this section 5.~~

~~5.3.2 Each Shipper:~~

- ~~(a) undertakes to the Transporter that it will not make, raise or assert any claim or action of any kind against the Transporter with respect to any matters which relate directly or indirectly to the provision of Demand Forecast Information; and~~
- ~~(b) shall indemnify and keep indemnified the Transporter from and against any and all demands, claims, losses, costs, liabilities and damages of any kind whatsoever and howsoever arising which the Transporter may suffer or incur directly or indirectly in relation to or arising from or in connection with any contravention by that Shipper of the undertaking in (a) above.~~

5.3 Aggregate Balancing Arrangements

5.3.1 In this Code:

- (a) “Information Sharing Agreement”** means the agreement between the Relevant DNOs and each of the Individual Transporters whereby the Relevant DNOs agree to provide Aggregate Balancing Information to the Transporter;
- (b) “DBEP Nomination”** means the quantity of gas flow nominated in a Biomethane Delivery Nomination or Biomethane Delivery Renomination (“**DBEP Renomination**”) to be delivered by a Shipper to a gas distribution network of a Relevant DNO;
- (c) “Transmission Delivery Nomination Required” or “TDNR”** means the Transmission Delivery Nomination Required or the Transmission Delivery Renomination Required in respect of each Shipper and each DN Exit Point as determined by the Relevant DNO pursuant to its distribution network code;
- (d) “NDM Allocation”** means the quantity allocated to a Shipper or its Affiliates as offtaken by non-daily metered supply meter points by the Relevant DNO pursuant to its distribution network code;
- (e) “DM Allocation”** means the quantity allocated to a Shipper or its Affiliates as offtaken by each daily metered supply meter point by the Relevant DNO pursuant to its distribution network code;
- (f) “DN Shrinkage Allocation”** means the quantity allocated to a Shipper for the purposes of delivery of shrinkage gas to the distribution network by the Relevant DNO pursuant to its distribution network code;
- (g) “DN Exit Allocation”** means the sum of a Shipper’s NDM Allocation, DM Allocation(s) and Shrinkage Allocation in respect of a DN Exit Point determined by the Relevant DNO pursuant to its distribution network code;
- (h) “Biomethane Daily Quantity Delivered” (or “BDQD”)** means the quantity allocated to a Shipper as being delivered at biomethane entry points on a distribution network by the Relevant DNO pursuant to its distribution network code;
- (i) “Transmission Daily Quantity Delivered” (or “TDQD”)** means the quantity allocated to a Shipper as being delivered to the distribution network from the NI Network by the Relevant DNO pursuant to its distribution network code;
- (j) “Allocations Information”** means NDM Allocations, DM Allocations, DN Shrinkage Allocations, DN Exit Allocations, BDQDs and TDQDs; and each item of Allocations Information (and/or all of them collectively) in respect of a given Gas Flow Day shall be referred to as “**Initial**” at D+1 and “**Final**” at M+6;
- (k) “Aggregate Balancing Information”** means Daily DBEP Nominations, Daily TDNRs and Allocations Information.

5.3.2 In respect of each Gas Flow Day Aggregate Balancing Information is provided by the Relevant DNOs to the Transporter pursuant to the Information Sharing Agreement.

5.3.3 In respect of each Gas Flow Day, the Transporter shall determine a Shipper's "Total Transmission Delivery Nomination Required" or "TTDNR" as the sum of the Shipper's TDNRs in respect of each DN Exit Point and shall update such TTDNR with a "Total Transmission Delivery Renomination Required" on D-1 or D in accordance with section 5.4.

5.4 Provision of Nominations Information to Shippers

5.4.1 The Transporter shall provide DBEP Nominations, TDNRs and TTDNRs, where available, to Shippers via the Delphi System at the following times:

(a) on D-1, no later than 12:00

(b) on D, no later than 13:00;

(c) on D, no later than 17:00;

and at any other time on D-1 or D where the Transporter receives updated Demand Forecast Information from the Forecasting Party or Aggregate Balancing Information from the Relevant DNO, or for any other reason that the Transporter deems appropriate.

5.5 Provision of Allocations Information to Shippers

5.5.1 The Transporter shall provide the following information, where available, to Shippers via the Delphi System at the following times:

(a) Initial Allocations Information and Initial Adjusted T-DN Exit Allocation by the end of D+1;

(b) Final Allocations Information and Final Adjusted T-DN Exit Allocation by the end of M+10.

5.5.2 Subject to section 14.5, Allocations Information and Final Adjusted T-DN Exit Allocations shall not be amended following M+10 (or where other than M+10, the date of issue of the relevant PS Invoices and CC Invoices).

5.6 Liabilities in respect of Demand Forecast Information and Aggregate Balancing Information

5.6.1 In providing Demand Forecast Information and Aggregate Balancing Information to Shippers in accordance with this section 5 the Transporter will act as a Reasonable and Prudent Operator but shall not be liable as to any loss or liability incurred by a Shipper or otherwise to any Shipper in respect of, or in consequence of, anything done or omitted to be done by the Transporter under this section 5.

5.6.2 Each Shipper:

(a) undertakes to the Transporter that it will not make, raise or assert any claim or action of any kind against the Transporter with respect to any matters which relate directly or indirectly to the provision of Demand Forecast Information or Aggregate Balancing Information; and

(b) shall indemnify and keep indemnified the Transporter from and against any and all

demands, claims, losses, costs, liabilities and damages of any kind whatsoever and howsoever arising which the Transporter may suffer or incur directly or indirectly in relation to or arising from or in connection with any contravention by that Shipper of the undertaking in (a) above.

6. NOMINATIONS

Insert sections 6.2.8 and 6.2.9 immediately after section 6.2.7 to read as follows

6.2.8 The Transporter shall provide a Shipper making an Exit Nomination in respect of more than one DN Exit Point with an advisory notice of its TTDNR determined in accordance with section 5.5 via the Delphi System.

6.2.9 For the avoidance of doubt, notwithstanding the provision of (or failure to provide) a TTDNR notice by the Transporter, a Shipper shall make its own Nominations in accordance with the provisions of this section 6 and a Shipper is advised but not required to ensure that its Nominations reflect the quantity in the TTDNR.

Amend section 7 as follows:

7. ALLOCATIONS

7.1 Introduction

7.1.1 This section 7 provides for:

- (a) determination of the quantities of gas treated as delivered to and offtaken from the NI Network by each Shipper on each Day; and
- (b) the method for determination of aggregate allocations across the NI Network for each Shipper on each Day.

7.1.2 In respect of an Interconnection Point under this Code:

- (a) the IP Entry Quantity is determined as a result of the operation of an OBA at the Interconnection Point and allocated to Shippers by the Transporter pursuant to this section 7;
- (b) VRF IP Exit Allocations are determined and allocated to Shippers by the Transporter pursuant to this section 7.

7.1.3 In respect of Moffat Non-IP Entry Point under this Code the Non-IP Entry Quantity is:

- (a) determined by the Transporter in conjunction with the IP Entry Quantity for Moffat Interconnection Point; and
- (b) allocated to the Stranraer Shipper by the Transporter pursuant to this section 7.

7.1.4 The Exit Quantity at an Exit Point under this Code shall:

- (a) be determined by the Transporter with reference to Measurement Equipment in accordance with section 14; and
- (b) be allocated to Shippers by the Transporter after the Gas Flow Day in accordance with this section 7.

7.1.5 The Aggregate NI Entry Allocation and the Aggregate NI Exit Allocation in relation to the NI Network shall be calculated and provided to Shippers by the Transporter in accordance with this section 7.

7.1.6 Shippers shall be provided with Trade Allocations by the Transporter in accordance with this section 7.

7.2 IP Allocations, ~~and Non-IP Allocations~~ and DBEP Entry Allocations – General

7.2.1 In this Code:

- (a) an **“IP Allocation”** is the quantity of gas allocated to a Shipper by the Transporter in respect of a Gas Flow Day, in accordance with this section 7, pursuant to a Shipper’s IP Nomination;
- (b) an **“IP Entry Allocation”** is an IP Allocation made pursuant to a Shipper’s IP Entry Nomination;
- (c) a **“VRF IP Exit Allocation”** is an IP Allocation made pursuant to a Shipper’s VRF IP Exit Nomination;
- (d) a **“Non-IP Entry Allocation”** is a quantity of gas allocated to a Shipper by the Transporter pursuant to a Shipper’s Non-IP Entry Nomination;
- (e) a **“DBEP Entry Allocation”** is a quantity of gas allocated to a Shipper at a DBEP by the Transporter pursuant to a Shipper’s DBEP Nomination;
- (ef) an **“Entry Allocation”** is an IP Entry Allocation, ~~and/or~~ a Non-IP Entry Allocation and/or a DBEP Entry Allocation and **“Entry Allocations”** shall be construed accordingly;
- (fg) an **“OBA”** is an operational balancing agreement which is in place between
 - (i) GNI (UK) Upstream and the Adjacent Transporter in respect of Moffat Interconnection Point; and
 - (ii) GNI (UK) and the Adjacent Transporter in respect of South North Interconnection Point;

pursuant to which (except on Non-OBA Days) any Steering Difference is managed operationally;
- (gh) a **“Steering Difference”** is the difference between the net quantity of gas scheduled to flow at an IP and the IP Measured Quantity of gas at that IP in respect of a Day;
- (hi) an **“OBA Day”** is a Day on which, under the OBA, Shippers are allocated a quantity of gas in accordance with section 7.2.3 (which does not include any part of the Steering Difference);
- (ij) a **“Non-OBA Day”** is a Day on which the whole of the Entry Quantity is allocated amongst Shippers in accordance with section 7.2.5 and section 7.2.10;
- (jk) the **“Aggregate VRF IP Exit Nominated Quantity”** is the sum of the IP Nominated Quantities in all Shippers’ VRF IP Exit Nominations in respect of a Gas Flow Day at an IP.

Determination of IP Entry Allocations

7.2.2 When determining IP Entry Allocations on an OBA Day, the Transporter shall apply the Prevailing IP Entry Allocation Rule.

7.2.3 The **“Prevailing IP Entry Allocation Rule”** is that, for each of a Shipper’s IP Nominated Quantities in the Forward Flow Direction in respect of the Gas Flow Day, a Shipper’s IP Entry

Allocation shall be equal to the Shipper's IP Nominated Quantity in the Forward Flow Direction for that Gas Flow Day at that IP.

- 7.2.4 When determining IP Entry Allocations on a Non-OBA Day, the Transporter shall apply the Fallback IP Entry Allocation Rule.
- 7.2.5 The "**Fallback IP Entry Allocation Rule**" is that, for each of a Shipper's IP Nominated Quantities in the Forward Flow Direction in respect of the Gas Flow Day, a Shipper's IP Entry Allocation shall be determined:
- (a) at Moffat Interconnection Point as the IP Entry Quantity plus the Aggregate VRF IP Exit Quantity determined in accordance with section 14.2.2 multiplied by the ratio of the total of the Shipper's IP Nominated Quantities (in the Forward Flow Direction) to the aggregate of all Shippers' IP Nominated Quantities (in the Forward Flow Direction) at that IP.
 - (b) at South North Interconnection Point as the IP Measured Quantity plus the Aggregate VRF IP Exit Quantity determined in accordance with section 14.2.3 –multiplied by the ratio of the total of the Shipper's IP Nominated Quantities (in the Forward Flow Direction) to the aggregate of all Shippers' IP Nominated Quantities (in the Forward Flow Direction) at that IP.
- 7.2.6 For the avoidance of doubt, the application of the Fallback IP Entry Allocation Rule in respect of a given Interconnection Point or Entry Point does not require or imply that the Fallback IP Entry Allocation Rule should be applied at any other NI Network Point in respect of a Gas Flow Day.
- 7.2.7 Where the Fallback IP Entry Allocation Rule is to be applied, the Transporter shall notify Shippers by D+5.

Determination of VRF IP Exit Allocations

- 7.2.8 For each VRF IP Exit Nomination made by a Shipper in respect of a Gas Flow Day, a Shipper's VRF IP Exit Allocation shall be determined by the Transporter as being equal to the IP Nominated Quantity in respect of that VRF IP Exit Nomination.
- 7.2.9 For the avoidance of doubt, section 7.2.8 applies where the Transporter has revised VRF IP Exit Nominations in accordance with sections 6.7.11 to 6.7.13 and whether or not the VRF IP Exit Nominations were made in respect of an OBA Day or a Non-OBA Day.

Determination of Non-IP Entry Allocations

- 7.2.10 In respect of a Gas Flow Day (whether an OBA Day or a Non-OBA Day), the Non-IP Entry Allocation for the Stranraer Shipper shall be equal to the Non-IP Entry Quantity determined by the Transporter in accordance with section 14.

Determination of DBEP Entry Allocations

- 7.2.11 In respect of a Gas Flow Day, the quantity of a Shipper's DBEP Entry Allocation at a DBEP shall be equal to the quantity of the Shipper's BDQD provided by the Relevant DNO in accordance with section 5.

**7.3 Initial IP Entry Allocations, Final IP Entry Allocations, Initial VRF IP Exit Allocations
Final VRF IP Exit Allocations, Initial Non-IP Entry Allocations, ~~and~~ Final Non-IP Entry
Allocations, Initial DBEP Entry Allocations and Final DBEP Entry Allocations**

7.3.1 The Transporter shall determine and provide a Shipper with an initial IP Entry Allocation in respect of each IP Nominated Quantity in the Forward Flow Direction for a Day by the end of D+1 (“**Initial IP Entry Allocation**”).

7.3.2 The Transporter shall determine and provide a Shipper with a final IP Entry Allocation in respect of each IP Nominated Quantity in the Forward Flow Direction for a Day by the end of D+5 (“**Final IP Entry Allocation**”).

7.3.3 The Transporter shall determine and provide the Stranraer Shipper with an initial Non-IP Entry Allocation by the end of D+1 (“**Initial Non-IP Entry Allocation**”).

7.3.4 The Transporter shall determine and provide a Shipper with a final Non-IP Entry Allocation by the end of D+5 (“**Final Non-IP Entry Allocation**”).

7.3.5 The Transporter shall determine and provide a Shipper with an initial VRF IP Exit Allocation in respect of each IP Nominated Quantity in the Reverse Flow Direction for a Day by the end of D+1 (“**Initial VRF IP Exit Allocation**”).

7.3.6 The Transporter shall determine and provide a Shipper with a final VRF IP Exit Allocation in respect of each IP Nominated Quantity in the Reverse Flow Direction for a Day by the end of D+5 (“**Final VRF IP Exit Allocation**”).

7.3.7 For the avoidance of doubt, subject to section 7.3.9:

- (a) there shall be no difference between Initial IP Entry Allocations and Final IP Entry Allocations unless they relate to a Non-OBA Day;
- (b) there shall be no difference between Initial Non-IP Entry Allocations and Final Non-IP Entry Allocations unless they relate to a Non-OBA Day;
- (c) there shall be no difference between Initial VRF IP Exit Allocations and Final VRF IP Exit Allocations.

7.3.8 A Shipper may not amend its Initial IP Entry Allocations, Initial Non-IP Entry Allocations or Initial VRF IP Exit Allocations.

7.3.9 Where a Shipper believes there may be an error in an IP Entry Allocation, a Non-IP Entry Allocation and/or a VRF IP Exit Allocation, a Shipper may query an IP Entry Allocation, a Non-IP Entry Allocation and/or a VRF IP Exit Allocation with the Transporter no later than D+4. Where the Transporter determines that a correction is required as a result of such query, it may amend the relevant Initial IP Entry Allocation, Initial Non-IP Entry Allocation, Initial VRF IP Exit Allocation, Final IP Entry Allocation, Final Non-IP Entry Allocation or VRF IP Exit Allocation accordingly prior to D+5.

7.3.10 The Transporter shall determine and provide a Shipper with an initial DBEP Entry Allocation by the end of D+1 (“**Initial DBEP Entry Allocation**”).

7.3.11 The Transporter shall determine and provide a Shipper with a final DBEP Entry Allocation by M+10 (“Final DBEP Entry Allocation”).

~~7.3.10~~ Final IP Entry Allocations, Final Non-IP Entry Allocations, ~~and~~ Final VRF IP Exit Allocations and Final DBEP Entry Allocations shall, subject to section 14 (*Measurement and Testing*), be binding upon a Shipper.

7.4 Aggregate NI Entry Allocations

7.4.1 In respect of a Gas Flow Day, the Transporter shall determine a Shipper's' Aggregate NI Entry Allocation in accordance with this section 7.4.

7.4.2 A Shipper's' “**Aggregate NI Entry Allocation**” in respect of a Gas Flow Day shall be determined as:

Aggregate NI Entry Allocation_D = \sum Final IP Entry Allocations_D + \sum Final DBEP Entry Allocations_D + \sum Trade Buy Allocations_D

where:

\sum Final IP Entry Allocations_D means the sum of a Shipper's NI Network Final IP Entry Allocations in respect of the Gas Flow Day; and

\sum Final DBEP Entry Allocations_D means the sum of a Shipper's Final DBEP Entry Allocation at each DBEP in respect of the Gas Flow Day; and

\sum Trade Buy Allocations_D means the sum of a Shipper's Trade Buy Allocations in respect of the Gas Flow Day determined in accordance with section 7.10.4(a);

except for the Stranraer Shipper where the Aggregate NI Entry Allocation_D shall be determined as:

Aggregate NI Entry Allocation_D = Final Non-IP Entry Allocation + \sum Trade Buy Allocations_D.

7.4.3 For the avoidance of doubt, a Shipper's VRF IP Exit Allocations are included in the determination of a Shipper's Aggregate NI Exit Allocation in accordance with section 7.9.2 and are not included in the determination of a Shipper's Aggregate NI Entry Allocation.

7.4.4 The Transporter will provide a Shipper with its:

(a) “Initial Aggregate NI Entry Allocation” by the end of D+5

(b) “Final Aggregate NI Entry Allocation” by the end of M+10.

7.5 Exit Allocations

7.5.1 In this Code an “**Exit Allocation**” is the quantity of gas allocated to a Shipper by the Transporter in respect of a Gas Flow Day and an Exit Point, in accordance with this section 7, pursuant to a Shipper's Exit Nomination.

Determination of Power Station Exit Allocations

- 7.5.2 In respect of each Power Station Exit Point, the Transporter shall allocate the Exit Quantity at the Power Station Exit Point among the Shippers who have submitted Exit Nominations in respect of that Exit Point for a Gas Flow Day and provide an initial Exit Allocation by the end of D+1 (“Initial Power Station Exit Allocation”).
- 7.5.3 Each Initial Power Station Exit Allocation shall become a final Power Station Exit Allocation, a (“Final Power Station Exit Allocation”) subject to sections 7.5.5, ~~7.7~~and ~~and~~ 14.5, at 16:00 on D+5.:
- ~~at an Exit Point other than a DN Exit Point,~~
- ~~(a) at a DN Exit Point, subject to sections 7.5.5, 7.7 and 14.5 at 16:00 on M+5.~~
- 7.5.4 Final Power Station Exit Allocations shall, subject to section 14 (*Measurement and Testing*), be binding upon a Shipper.
- 7.5.5 An Initial Power Station Exit Allocation is subject to any adjustment which the Transporter reasonably determines is necessary in order to correct any error made in the application of section ~~7.6~~5.2 of this Code.

~~7.6~~ **Pro-rata Exit Allocations**

~~7.6.1~~ ~~Where two or more Shippers offtake gas at an Exit Point (“a “Shared Exit Poi”nt”) a Shipper’s~~
~~Exit Allocation shall, subject to section 7.7, be made in accordance with the formula set out below:~~

~~$$SQ_e = Q_e \times \frac{SNQ_e}{ANQ_e}$$~~

~~where:-~~

~~SQ_e = a Shipper’s Exit Allocation on the Gas Flow Day at the Shared Exit Point;~~

~~Q_e = the Exit Quantity on the Gas Flow Day at the Shared Exit Point;~~

~~SNQ_e = the Shipper’s Exit Nominated Quantity on the Gas Flow Day at the Shared Exit Point;~~

~~ANQ_e = Aggregate Exit Nominated Quantities on the Gas Flow Day at the Shared Exit Point;~~

~~provided that, for the purposes of both SNQ_e and ANQ_e, on any Day on which no Shipper has an Exit Nominated Quantity or the Aggregate Exit Nominated Quantities are zero (0), each Shipper which has an Exit Point Registration in respect of the relevant Shared Exit Point shall be deemed to have an Exit Nominated Quantity of one (1) kWh.~~

~~7.6.2~~ ~~Where there is only one Shipper which has submitted an Exit Nomination in respect of an Exit Point on that Gas Flow Day, the whole of the Exit Quantity at such Exit Point shall be allocated to that Shipper in its Initial Exit Allocation.~~

7.7 Exit Reallocations

~~7.7.1 A change to Initial Exit Allocations at a Shared Exit Point in respect of a Day (a “Reallocation”) may be requested and accepted in accordance with this section 7.7.~~

~~7.7.2 At an Exit Point other than a DN Exit Point, a Reallocation may only be requested:~~

- ~~(a) by all Shippers whose Exit Allocations would change as a result of any such Reallocation writing jointly to the Transporter; and~~
- ~~(b) during the period between the commencement of D+1 and 16:00 hours on D+5;~~
- ~~(c) once in respect of a Gas Flow Day unless the Exit Quantity is adjusted in accordance with section 14 (Measurement and Testing) in which case a further Reallocation may be requested;~~

~~and a Reallocation requested under this section 7.7.2 may be accepted in accordance with section 7.7.9.~~

Determination of DN Exit Allocations

7.6 DN Exit Allocations

~~7.6.1 Under the Aggregate Balancing Arrangements the Transporter deems a Shipper’s Exit Allocation at a DN Exit Point to be equal to the DN Exit Allocation provided by the Relevant DNO pursuant to the Information Sharing Agreement as set out in section 5.~~

~~7.6.2 Under this Code the Transporter shall treat a Shipper’s DN Exit Allocation at a DN Exit Point provided by the Relevant DNO as:~~

- ~~(a) an “Initial DN Exit Allocation” at D+1;~~
- ~~(b) a “Final DN Exit Allocation” at M+10.~~

~~7.6.3 A Shipper’s Final DN Exit Allocation is included in the Shipper’s Aggregate NI Exit Allocations in accordance with section 7.9 and accordingly in the determination of the Shipper’s Aggregate NI Imbalance in accordance with section 8 and shall be binding upon a Shipper~~

Determination of Adjusted T-DN Exit Allocations

~~7.6.4 For the purposes of determining commodity charges under section 17.5.2(a)(ix) the Transporter shall determine a Shipper’s “Adjusted T-DN Exit Allocation” at a DN Exit Point as shown below:~~

$$\text{Adjusted T-DN Exit Allocation} = \frac{\text{DN Exit Quantity} \times (\text{Final TDQD for the Shipper})}{(\Sigma \text{Final TDQD for all Shippers})}$$

~~where “DN Exit Quantity” means the Exit Quantity at the DN Exit Point determined by the Transporter with reference to Measurement Equipment in accordance with section 14.~~

~~7.6.5 Under this Code the Transporter shall treat a Shipper’s Adjusted T-DN Exit Allocation as:~~

- ~~(a) an “Initial Adjusted T-DN Exit Allocation” at D+1;~~
- ~~(b) a “Final Adjusted T-DN Exit Allocation” at M+10.~~

~~7.6.6 For the avoidance of doubt, a Shipper's Adjusted T-DN Exit Allocation is not included in a Shipper's Aggregate NI Exit Allocation in accordance with section 7.9 nor in a Shipper's Aggregate NI Imbalance under section 8.~~

~~7.6.7 Final Adjusted T-DN Exit Allocations shall be binding upon a Shipper.~~

~~7.7 Default DN Exit Nominations~~

~~7.7.1 In the event that Allocations Information is not received on time from a Relevant DNO for a Gas Flow Day:~~

~~(a) firstly, the Transporter shall make reasonable endeavours to obtain the information or otherwise determine Final DN Exit Allocations based on the best information available to the Transporter in respect of the Gas Flow Day; and~~

~~(b) secondly, the Transporter may, at its sole discretion, determine a "Default DN Exit Allocation" for each Shipper in respect of the DN Exit Point as shown below:~~

~~Default DN Exit Allocation =~~

~~$$\frac{\text{DN Exit Quantity} \times (\text{Final Exit Nominated Quantity for the Shipper})}{(\sum \text{Final Exit Nominated Quantity for all Shippers})}$$~~

~~7.7.2 Where the Transporter determines a Default DN Exit Allocation for a Shipper under section 7.7.1 they shall be used in the determination of that Shipper's:~~

~~(a) Final Aggregate NI Exit Allocation; and/or~~

~~(b) Final Adjusted T-DN Allocation;~~

~~in each case as the circumstances require and shall be binding upon a Shipper.~~

~~7.7.3 At a DN Exit Point, subject to sections 7.7.4, 7.7.5, 7.7.6 and 7.7.7, a Reallocation Procedure (a "Reallocation Procedure") may be operated by the Relevant DNO under which it may submit Reallocations to the Transporter in respect of each Gas Flow Day in Month M only:~~

~~(a) between 05:00 on D+1 and 16:00 on M+5;~~

~~(b) once, unless the Exit Quantity is adjusted in accordance with section 14 (Measurement and Testing) in which case a further Reallocation may be submitted;~~

~~and the Transporter shall only accept Reallocations which have been submitted in accordance with this section 7.7.3 and which are consistent with the approved Reallocation Procedure and the requirements of section 7.7.9.~~

~~7.7.4 Where a DNO wishes to use a Reallocation Procedure, it shall first write to the Transporter specifying:~~

~~(a) the DN Exit Point where approval for use of a Reallocation Procedure is requested;~~

- ~~———— (b) the procedure the DNO wishes to operate;~~
- ~~———— (c) the date on which the DNO wishes to commence using the Reallocation Procedure, which shall be the first Gas Flow Day in a Month;~~
- ~~———— and approval for the use of the Reallocation Procedure may be given or withdrawn at the sole discretion of the Transporter, subject to section 7.7.6.~~

~~7.7.5 Where a DNO wishes to cease the use of a Reallocation Procedure which has been approved under section 7.7.4, it shall inform the Transporter and all Shippers with an Exit Point Registration at the Relevant Exit Point in writing:~~

- ~~———— (a) specifying the date on which the DNO wishes to cease using the Reallocation Procedure, which shall be the last Gas Flow Day in a Month; and~~
- ~~———— (b) giving no less than one Month's notice.~~

~~7.7.6 Where the Transporter withdraws approval for the use of a Reallocation Procedure it shall inform the Relevant DNO and all Shippers with an Exit Point Registration at the Relevant Exit Point in writing:~~

- ~~———— (a) specifying the date on which the Reallocation Procedure shall cease to operate, which shall be the last Gas Flow Day in a Month; and~~
- ~~———— (b) giving no less than one Month's notice.~~

~~7.7.7 Where approval for the use of a Reallocation Procedure has been withdrawn or has not been provided by the Transporter in accordance with this section 7.7, Reallocations at a DN Exit Point shall be made by the Transporter in accordance with section 7.6.~~

~~7.7.8 Shippers holding an Exit Point Registration in respect of a DN Exit Point authorise the Transporter to accept Reallocations at the DN Exit Point from the Relevant DNO submitted in accordance with this section 7.7.~~

~~7.7.9 A Reallocation requested under section 7.7.2 or submitted by a DNO under section 7.7.3 shall be accepted by the Transporter only if the Transporter is satisfied that the aggregate quantity of gas which would be allocated to such affected Shippers in respect of D, if section 7.6.1 were applied, is equal to the Exit Quantity in respect of the relevant Exit Point for the relevant Gas Flow Day.~~

~~7.7.10 A Reallocation accepted by the Transporter in accordance with this section 7.7 shall, subject to section 14 (*Measurement and Testing*), become a Final Exit Allocation.~~

7.8 Offtake Points

For the avoidance of doubt, Shippers shall not receive individual Exit Allocations in respect of Lisburn Offtake Point, BGTL Belfast Offtake Points, West Offtake Points or Ten Towns Offtake Points.

7.9 Aggregate NI Exit Allocations

7.9.1 In respect of a Gas Flow Day, the Transporter shall determine a Shipper's Aggregate NI Exit Allocation in accordance with this section 7.9.

7.9.2 A Shipper's "**Aggregate NI Exit Allocation**" in respect of a Gas Flow Day (including for the avoidance of doubt, the Aggregate NI Exit Allocation of the Stranraer Shipper) shall be determined as:

$$\text{Aggregate NI Exit Allocation}_D = \sum \text{Final } \underline{\text{Power Station}} \text{ Exit Allocations}_D + \underline{\sum \text{Final DN Exit Allocations}_D} + \sum \text{Final VRF IP Exit Allocations}_D + \sum \text{Trade Sell Allocations}_D$$

where:

\sum Final Power Station Exit Allocations_D means the sum of a Shipper's ~~NI Network~~-Final Power Station Exit Allocations at each Power Station Exit Point in respect of the Gas Flow Day;

\sum Final DN Exit Allocations_D means the sum of a Shipper's Final DN Exit Allocations at each DN Exit Point in respect of the Gas Flow Day;

\sum Final VRF IP Exit Allocations_D means the sum of a Shipper's NI Network Final VRF IP Exit Allocations in respect of the Gas Flow Day; and

\sum Trade Sell Allocations_D means the sum of a Shipper's Trade Sell Allocations in respect of the Gas Flow Day determined in accordance with section 7.10.4(b).

7.9.3 The Transporter will provide a Shipper with its:

(a) "**Initial Aggregate NI Exit Allocation**" by D+5; and

(b) "**Final Aggregate NI Exit Allocation**" by the end of M+5M+10.

7.10 Trade Allocation Rules

7.10.1 A "**Trade Allocation**" is the quantity of gas allocated to a Shipper in respect of a Gas Flow Day pursuant to a Confirmed Trade Nomination, and may be either a Trade Buy Allocation or a Trade Sell Allocation.

7.10.2 The Transporter shall provide Trade Allocations to each Shipper by D+5.

7.10.3 The quantity of gas allocated to each Shipper pursuant to each Confirmed Trade Nomination prevailing at the end of the Gas Flow Day shall be determined by the Transporter as being equal to the Confirmed Trade Quantity in such Confirmed Trade Nomination.

7.10.4 Where a Shipper and its Trading Counterparty have been allocated Confirmed Trade Quantities:

(a) the Shipper which made the Trade Buy Nomination (the "**Trade Buyer**") will be allocated the Confirmed Trade Quantity as a "**Trade Buy Allocation**"; and

- (b) the Shipper which made the Trade Sell Nomination (the “**Trade Seller**”) will be allocated the Confirmed Trade Quantity as a “**Trade Sell Allocation**”.

7.10.5 For the avoidance of doubt, in respect of a Gas Flow Day:

- (a) a Trade Buy Allocation will be included in a Shipper’s Aggregate NI Entry Allocation in accordance with section 7.4; and
- (b) a Trade Sell Allocation will be included in a Shipper’s Aggregate NI Exit Allocation in accordance with section 7.9.

7.10.6 Where gas is traded at the Trading Point pursuant to Trade Allocations, title to the Confirmed Trade Quantity shall be deemed to transfer at the Trading Point:

- (a) from PTL to the Trade Seller;
- (b) from the Trade Seller to the Trade Buyer;
- (c) from the Trade Buyer to PTL.

8. BALANCING AND SCHEDULING CHARGES

Amend cross references in section 8.2 as shown below:

8.2 Imbalance Tolerance

Imbalance Tolerance Percentage

8.2.1 Within 10 Business Days of providing a Downstream Load Statement in respect of an Exit Point in accordance with section ~~22-822.9~~, a Shipper shall be informed by the Transporter of its weighted average tolerance, expressed as a percentage, using the information contained in the Downstream Load Statement as set out below (a Shipper’s “**Imbalance Tolerance Percentage**” or “**ITP**”):

$$\text{ITP (as \%)} = \frac{100}{\sum C_{vm}} \times (a + b + c + d)$$

where:

$$a = \sum C_{vm} \times C_f \text{ for Un1}$$

$$b = \sum C_{vm} \times C_f \text{ for Un2;}$$

$$c = \sum C_{vm} \times C_f \text{ for Un3;}$$

$$d = \sum C_{vm} \times C_f \text{ for Un4;}$$

$\sum C_{vm}$ = the maximum quantity in kWh/d which may reasonably be required to supply all of the Shippers’ demand in the relevant downstream load category listed in column (2) in the table below (a “**Downstream Load Category**”) at all Exit Points on a Gas Flow Day D as set out in the relevant Downstream Load Statement;

TC_{vm} = aggregate of each $\sum C_{vm}$ of each Downstream Load Category;

Un = the number identifying the Downstream Load Category listed in column (1) of the table below; and

C_f = Downstream Load Category weighting factor listed in column (3) of the table below.

Imbalance Tolerance Table

(1)	(2)	(3)
Number identifying Downstream Load Category (Un)	Downstream Load Category	Downstream Load Category weighting (C_f)
1	Power generation consumers	2%

2	Downstream consumers whose loads are greater than or equal to 1,465,416,000 kWh/annum and are not power generation consumers	2%
3	Downstream consumers whose loads are greater than or equal to 2,196,000 kWh/annum but less than 1,465,416,000 kWh/annum (generally classified in a DNO's distribution network code as daily metered consumers)	3%
4	Downstream consumers whose loads are less than 2,196,000 kWh/annum (generally classified in a DNO's distribution network code as non-daily metered consumers)	5%

8.2.2 Within 10 Business Days of providing a revised Downstream Load Statement in accordance with section ~~22-822.9~~, the Transporter shall provide a Shipper with a recalculated Imbalance Tolerance Percentage in accordance with section 8.2.1.

.....

12. TITLE TO GAS

Amend section 12.3 to read as follows

12.3 Title and risk on exit from the NI Network

12.3.1 Title and risk in gas made available for offtake from the NI Network at an Exit Point or VRF IP Exit Point by the Transporter shall transfer to the Shipper at the relevant Exit Point or VRF IP Exit Point.

12.3.2 To the extent that it is necessary to determine, title and risk to gas on exit at the NI Gas Transmission Network at a DN Exit Point shall be transferred from the Transporter to a Shipper in proportion to its Final Transmission Daily Quantity Delivered as determined by the Relevant DNO.

12.3.3. To the extent that it is necessary to determine at a DN Exit Point, where a Shipper with a DBEP Registration has an individual position in respect of a Gas Flow Day such that its Final DBEP Entry Allocation exceeds its Final DN Exit Allocation for the relevant distribution network, it shall be treated as putting gas into the NI Gas Transmission Network at that DN Exit Point and simultaneously transferring title and risk in such quantity of gas to the Transporter. The quantity for which the Shipper is treated as transferring title and risk to gas in the NI Gas Transmission Network as a result of this provision shall be determined by calculating the quantity which is the difference between the Shipper's DN Exit Allocation and the Shipper's DBEP Entry Allocation in respect of the relevant distribution network.

12.3.~~24~~ The Transporter warrants to the Shipper that subject to section ~~12.3.4~~ 12.3.6:

- (a) it shall have title to all gas which it makes available for offtake from the NI Network at an Exit Point or VRF IP Exit Point; and
- (b) all such gas shall be free of any lien, charge, encumbrance or adverse claim, as to title or otherwise, including any claim for any tax, royalty or other charge in respect of the production, gathering, processing and tendering of gas arising on or before it is made available for offtake from the NI Network.

12.3.~~35~~ The Transporter shall, subject to section ~~12.3.4~~ 12.3.6, indemnify a Shipper and hold it harmless against any Indemnified Liabilities suffered or incurred by or made or brought against the Shipper in consequence of any breach by the Transporter of either of the warranties in section ~~12.3.2~~ 12.3.4.

12.3.~~64~~ The Transporter offers no warranty under section ~~12.3.2~~ 12.3.4 or indemnity under section ~~12.3.3~~ 12.3.5 to the extent that any Shipper is in breach of either of the warranties given in section 12.1.2.

13. EXIT REQUIREMENTS

Delete section 13.2.4 as shown below

13.2 Shipper Offtake Provisions

~~13.2.4 At a Shared Exit Point each Shipper shall co-operate with all other Shippers at the Shared Exit Point to procure compliance with this section 13.2 and any steps taken by the Transporter pursuant to section 13.2.2 shall apply to all Shippers at a Shared Exit Point.~~

.....
Delete section 13.3.3(a)(vi) as shown below:

13.3 Offtake pressure

13.3.3 The Transporter shall:

- (a) agree to provide such Enhanced Pressure on the date requested or offer to provide it as soon as practicable after such date, unless it determines, as a Reasonable and Prudent Operator, that it should not do so taking into account the following:
 - (i) the pressure which may be provided to the Transporter pursuant to the Interconnection Agreement (in respect of South North Interconnection Point) and the GNI (UK) Transportation Agreement (in respect of Moffat Interconnection Point);
 - (ii) the Transporter's reasonable forecast of allocations at all Exit Points over the next 36 months;
 - (iii) the Transporter's reasonable forecast of Profile Nominations at all Exit Points over the next 36 months; and
 - (iv) the physical capability of the NI Network to accommodate pressure; [and](#)
 - (v) the result of network analysis based on likely demand scenarios; [and](#)
 - ~~(vi) in respect of a Shared Exit Point, the requirement of any other Shipper holding an Exit Point Registration at such Shared Exit Point;~~
- (b) notify the Shipper of the availability of the Enhanced Pressure within 25 Business Days of receiving the Shipper's request, including a list of conditions applicable to the availability of Enhanced Pressure (the "**Applicable Conditions**").

14. MEASUREMENT AND TESTING

Amend section 14.1(a) as shown below:

14.1 Introduction and Definitions

14.1.1 In this Code:

- (a) “**Adjusted Final Allocation at Exit**” is any adjustment carried out in accordance with sections 14.5 and 14.6;

Amend section 14.5 as shown below:

Exit Points

14.5 Adjustment to the Exit Quantity

14.5.1 If it is determined by the Transporter that the Measurement Equipment at an Exit Point has registered beyond the Permitted Range (whether under or over recording the quantity of gas offtaken), the Measurement Equipment at that Exit Point shall be assumed to have registered beyond the Permitted Range during the latter half of the period since it was last validated except where it is proven that the Measurement Equipment began to register beyond the Permitted Range on some other date, in which case such other date shall be taken.

14.5.2 A Final Exit Allocation shall be adjusted in respect of any Day (an “**Exit Point Adjustment Day**”) as set out below if:

- (a) it is determined by the Transporter that the Measurement Equipment at an Exit Point has registered beyond the Permitted Range in accordance with section 14.5.1 (such amount beyond the Permitted Range being known as an “**Exit Point Adjustment Quantity**”); or
- (b) the Transporter reasonably determines that there has been an error in the allocation of the Exit Quantity determined to have been delivered at any Exit Point as a result of the incorrect application of section 7.5, 7.6 or 7.7; or
- (c) the Transporter shall, before 16:00 hours on D+5, deem a quantity to have flowed in accordance with section 14.8.

~~14.5.3 In the case of an Exit Point Adjustment Quantity arising in accordance with section 14.5.2 (a)~~

~~where any Final Exit Allocation had been carried out in accordance with section 7.6 the Final Exit Allocation shall be adjusted as follows:~~

- ~~(a) in the case of a Shared Exit Point from which there has been more than one Shipper offtaking gas on any Exit Point Adjustment Day, by allocating the Exit Point Adjustment Quantity to those Shippers pro rata to the proportion in which gas was allocated to those Shippers by the Final Exit Allocation before the adjustment is made;~~

~~(b) in the case of an Exit Point where there has been only one Shipper offtaking gas on any Exit Point Adjustment Day, by allocating all of the Exit Point Adjustment Quantity to such Shipper.~~

14.5.3 In the case of an Exit Point Adjustment Quantity being determined in accordance with section 14.5.2(a) after M+10, Final Exit Allocations shall be adjusted in accordance with the following:

(a) Final Power Station Exit Allocations shall be adjusted by allocating the Exit Point Adjustment Quantity pro rata to the proportion in which gas was allocated to Shippers before the adjustment;

(b) in relation to Final DN Exit Allocations made under section 7.6.1 the Exit Adjustment Quantity shall be recovered in accordance with the distribution network code of the Relevant DNO and there shall be no adjustment to DN Exit Allocations under this Code and consequently no adjustment to PS Code Charges in relation to such Exit Adjustment Quantity;

(c) in relation to Final Adjusted T-DN Exit Allocations made under section 7.6.4, the Final Adjusted T-DN Exit Allocation shall be adjusted by allocating the Exit Point Adjustment Quantity pro rata to the proportion in which gas was allocated to Shippers before the adjustment; and

(d) in relation to any Default DN Exit Allocation made under section 7.7.1;

(i) where Allocations Information from the Relevant DNO is still unavailable, the Exit Allocation shall be adjusted by allocating the Exit Point Adjustment Quantity pro rata to the proportion in which gas was allocated to Shippers before the adjustment; and

(ii) where Allocations Information is available, DN Exit Allocations shall be determined by the application of section 7.6.1.

14.5.4 In the case of an error being identified in accordance with section 14.5.2(b) after M+10, the Exit Quantity shall be allocated correctly in accordance with section 7.5, 7.6 or 7.7 as applicable.

~~14.5.45 In the case of it being determined that there has been an error in the allocation of the Exit Quantity in accordance with section 14.5.2 (b) or where Where the Transporter deems a quantity to have flowed as referred to in section 14.5.2 (c) after M+10, the Exit Quantity so determined shall be correctly allocated in accordance with section 7.67.5, section 7.6 (in respect of Adjusted T-DN Exit Allocations) or, if applicable, section 7.7 (in respect of Default DN Exit Allocations).~~

16. SHIPPER FORECAST INFORMATION AND THE TEN YEAR STATEMENT

16.1 Ten Year Statement

Amend cross reference in section 16.1.10:

- 16.1.10 Nothing in this section 16 shall exempt a Shipper from the requirement to provide and update Downstream Load Statements where it is required to do so in accordance with section ~~22.8~~22.9.
-

16.2 Shipper Forecast Information for Charging Calculations

Add section 16.2.4(e) as shown below:

- 16.2.4 A Shipper shall complete the Shipper Forecast Information Request in respect of a five-year period commencing on the 1st October in each Gas Year. Subject to section 16.2.3, the Shipper Forecast Information Request shall require completion of at least the following details:

- (a) the amount of IP Entry Capacity and VRF IP Exit Capacity (by IP Capacity Duration) (or in the case of the Stranraer Shipper, Non-IP Entry Capacity) which the Shipper forecasts it will hold;
- (b) the amount of Exit Capacity at each Exit Point which the Shipper forecasts it will hold;
- (c) the quantity of gas which the Shipper forecasts it will flow at each IP Entry Point, Non-IP Entry Point and VRF IP Exit Point; ~~and~~

- (d) the quantity of gas which the Shipper forecasts it will flow at each Exit Point; and

- (e) the quantity of gas which the Shipper forecasts it will flow at each DBEP.
-

18. CREDIT PROCEDURES

Amend section 18.3.1 to read as follows:

18.3 Calculation of the Required Level of Credit Support

18.3.1 In this Code:

- (a) **“Average PS Code Charge”** means, for Gas Year Y:
 - (i) the sum of all Shippers’ PS Code Charges incurred during the Relevant 12-month Period; divided by
 - (ii) the sum of the Average Total System Aggregate Throughput during the Relevant 12-month Period;
- (b) **“Relevant 12-month Period”** means the 12-month period for which CC Invoices have been issued immediately preceding the Day on which the Average PS Code Charge is calculated;
- (c) **“Average Total System Aggregate Throughput”** means the Total System Aggregate Throughput divided by 2;
- (d) **“Commodity Value of Trades”** means:
 - (i) the forecast total quantity of Trade Buy Nominations that the Trader will submit in Gas Year Y; multiplied by
 - (ii) the Average PS Code Charge;
- (e) **“Forecast Supplier Quantity”** has the meaning given to it in the Licences and, for the avoidance of doubt, such forecast does not include quantities of gas nominated to be offtaken at a VRF IP Exit Point;
- (f) **“Forecast VRF IP Exit Quantity”** means the quantity of gas that a Shipper estimates it will nominate to be offtaken at a VRF IP Exit Point in respect of Gas Year Y;
- (g) **“Total Forecast Commodity Quantity”** means the sum of Forecast Supplier Quantity and Forecast VRF IP Exit Quantity; and
- (h) **“Credit Period”** means Gas Year Y or where a Credit Application is received within a Gas Year, the remainder of that Gas Year.
- (i) **“Forecast IP Entry Nominations”** means the quantity of gas that a Shipper estimates it will nominate to be delivered at IP Entry Points in respect of Gas Year Y;
- (j) **“Forecast Trade Buy Nominations”** means the forecast total quantity of Trade Buy Nominations that a Shipper will submit in Gas Year Y;
- (k) **“Forecast Trade Sell Nominations”** means the forecast total quantity of Trade Sell Nominations that a Shipper will submit in Gas Year Y;

(l) “Forecast DBEP Nominations” means the quantity of gas that a Shipper estimates it will nominate to deliver at a DBEP under the distribution network codes;

~~(m)~~ “(m) “Forecast Aggregate Throughput” means, in respect of a Shipper:

(i) the sum of the Shipper’s Forecast IP Entry Nominations, Forecast Daily DBEP Nominations and the Shipper’s Forecast Trade Buy Nominations; plus

(i) the sum of the Shipper’s Forecast VRF IP Exit Quantity, the Shipper’s Forecast Supplier Quantity and the Shipper’s Forecast Trade Sell Nominations;

~~(n)~~ “(n) “Forecast Average Throughput” means, in respect of a Shipper, the Shipper’s Forecast Aggregate Throughput divided by 2.

19. LIABILITIES AND INDEMNITIES

Amend cross references in section 19.5 as shown below:

19.5 Sole liability and remedy

- 19.5.1 The Transporter's sole liability to the Shipper and the Shipper's sole remedy against the Transporter at common law, in equity or otherwise in relation to or in connection with the provision of or failure to provide transportation services pursuant to this Code whether as a result of a failure by the Transporter to act as a Reasonable and Prudent Operator, a breach of this Code or the negligence or Wilful Misconduct of the Transporter or otherwise shall be as stated in sections ~~12.3.2~~12.3.4, 19.1, and 19.2, 19.3 and 19.4.
-

21. TERMINATION

Amend cross references in section 21.1.1 as shown below:

21.1 Introduction

21.1.1 A Shipper agrees that it shall cease to be a Party to this Code in accordance with this section 21 or section ~~22.9~~22.10. Upon ceasing to be a Party to this Code it shall no longer be a Shipper and the Shipper and the Transporter shall no longer be bound in relation to each other by this Code except to the extent set out in sections 21.5, ~~22.9.5~~22.10.5 and ~~22.9.6~~22.10.6.

.....
Insert new section 21.9 immediately after section 21.8:

21.9 Notification to the Relevant DNO

21.9.1 Where a Terminating Shipper holds a DBEP Registration, the Transporter will inform the Relevant DNO.

.....

22. ACCESSION TO THE CODE, REGISTRATIONS, DOWNSTREAM LOAD STATEMENTS AND RETIREMENT FROM THE CODE

Amend section 22.1 to read as follows:

22.1 Introduction

22.1 This section 22 sets out:

- (a) the accession process which any person who wishes to become a Shipper under this Code must comply with, in accordance with section 1.1.2;
- (b) the Registration requirements which a Shipper must comply with in order to utilise an IP Entry Point, DBEP, VRF IP Exit Point, Non-IP Entry Point, Exit Point or the Trading Point;
- (c) the requirement for a Shipper to provide a Downstream Load Statement in relation to a DN Exit Point and Stranraer Exit Point; and
- (d) how a Shipper may retire from this Code;

and for the avoidance of doubt also applies to DNOs subject to section 1.11.

Amend sections 22.2.1 and 22.2.2 to read as follows:

22.2 Accession Process

Application

22.2.1 Any person wishing to become a Shipper (a “**Prospective Shipper**”) shall give the Transporter a minimum of 20 Business Days’ notice in writing of its intention specifying:

- (a) the IP Entry Points, DBEPs, VRF IP Exit Points and/or Exit Points it wishes to utilise;
- (b) whether it wishes to trade at the Trading Point; and
- (c) the date from which it wishes to become a Shipper.

Provision of information

22.2.2 Within 5 Business Days of receipt of an application under section 22.2.1 the Transporter will provide any Prospective Shipper with:

- (a) a copy of the Framework Agreement;
- (b) an Accession Agreement (for signature by the Prospective Shipper);
- (c) a company information form to complete;
- (d) a Shipper Forecast Information Request form;

- (e) a Credit Application form;
- (f) application forms for an IP Registration, Exit Point Registration, DBEP Registration and/or Trading Point Registration, as appropriate in accordance with the notice given under section 22.2.1;
- (g) a copy of the Code, Modification Rules, the most recent Ten Year Statement and other such information as the Transporter believes is appropriate;
- (h) a 24 hour emergency contacts form;
- (i) introductory information concerning access to the IT systems of the Transporter;
- (j) where a Prospective Shipper wishes to utilise an IP Entry Point or VRF IP Exit Point, introductory information concerning access to the Capacity Platform.

.....
 Amend section 22.3 to read as follows:

22.3 Registrations

General Registration Requirements

- 22.3.1 A Shipper or Prospective Shipper wishing to utilise any IP Entry Point, VRF IP Exit Point, Exit Point, DBEP or the Trading Point must apply to the Transporter for a separate Registration in respect of each point in accordance with sections ~~22.4, 22.5, and 22.6~~ and 22.7 as applicable and the following rules in this section 22.3. References in this Code to a “**Registration**” means an IP Registration or a Non-IP Entry Point Registration or an Exit Point Registration or a DBEP Registration or a Trading Point Registration as appropriate and reference to “**Registrations**” means more than one of them.
- 22.3.2 A Prospective Shipper may submit an application for a Registration before accession to the Framework Agreement is completed but a Prospective Shipper must have acceded to the Framework Agreement and become a Shipper and a Party to this Code in order for the Registration process to be completed in accordance with sections 22.4, 22.5, ~~and 22.6~~ and 22.7.
- 22.3.3 A Shipper or Prospective Shipper wishing to utilise either an Exit Point or a DBEP or an IP Entry Point or VRF IP Exit Point must apply for at least a pair of Registrations on the NI Network, which may be either:
- (a) an Exit Point Registration and an IP Registration for an IP Entry Point;
 - (b) an Exit Point Registration and a Trading Point Registration; ~~or~~
 - (c) an IP Registration and a Trading Point Registration;
 - (d) a DBEP Registration and an IP Registration for a VRF IP Exit Point; or
 - (e) a DBEP Registration and a Trading Point Registration.

and, for the avoidance of doubt, the Stranraer Shipper must hold a Non-IP Entry Point Registration at Moffat Non-IP Entry Point and an Exit Point Registration at Stranraer Exit Point.

- 22.3.4 A Shipper or Prospective Shipper that wishes to utilise the Trading Point but who does not intend to make any IP Entry Nominations or Exit Nominations (a “**Trader**”) must apply for a Trading Point Registration but it is not necessary for a Trader to obtain a pair of Registrations in accordance with section ~~22.4.3~~22.3.3.
- 22.3.5 Where an existing Shipper applies for new Registrations (at points it has not utilised previously) it shall also be required to provide:
- (a) a revised Shipper Forecast Information Request form; and
 - (b) if necessary, a (further) Credit Application.
- 22.3.6 A Shipper or Prospective Shipper wishing to apply for a Registration should request an application form from the Transporter by giving notice in writing if notice has not already been given under section 22.1.

.....
Amend section 22.5.4 to read as follows:

22.5 Exit Point Registration Requirements

- 22.5.4 Downstream Load Statements provided to the Transporter in accordance with section 22.5.1 above must be updated to maintain their accuracy in accordance with section ~~22.89.3~~22.3.

.....
Insert new section 22.6 as shown below:

22.6 DBEP Registration Requirements

22.6.1 An application for a DBEP Registration (“**DBEP Registration Application**”) shall specify the following:

- (a) the EIC of the Shipper/Prospective Shipper;
- (b) the DBEP for which a DBEP Registration is requested;
- (c) the date from which the Shipper or Prospective Shipper wishes to start utilising the DBEP which shall be at least 10 Business Days from receipt of the DBEP Registration Application by the Transporter;
- (d) whether or not the Shipper will be required to increase its Provided Level of Credit Support; and
- (e) 24 hour emergency contact information.

22.6.2 In order to validate a DBEP Registration Application, the Transporter will:

- (a) verify that the applicant is a Shipper;

- (b) verify the information provided in section 22.6.1;
- (c) verify that the Shipper has applied for a pair of Registrations in accordance with section 22.3.4;
- (d) verify that the Shipper's Provided Level of Credit Support is equal to or greater than its' Required Level of Credit Support; and
- (e) verify that the applicant has made a corresponding request to the Relevant DNO to be a registered user at the DBEP under the Relevant DNOs distribution network code.

22.6.3 Where the Transporter is satisfied that the Shipper has met the requirements for a DBEP Registration in this section 22.6 it shall provide the DBEP Registration to the Shipper within 5 Business Days.

.....
Renumber the remaining sections as shown below:

22.67 Trading Point Registration Requirements

- 22.67.1 An application for a Trading Point Registration (“**Trading Point Registration Application**”) shall specify:
- (a) the EIC of the Shipper or Prospective Shipper;
 - (b) the date from which the Shipper or Prospective Shipper wishes to start utilising the Trading Point (which shall be at least 10 Business Days from receipt of the Trading Point Registration Application by the Transporter);
 - (c) whether or not, in the case of an existing Shipper, it will be required to increase its Provided Level of Credit Support.
- 22.67.2 In order to validate a Trading Point Registration Application, the Transporter will:
- (a) verify that the applicant is a Shipper;
 - (b) verify the information provided in section ~~22.6.1~~ 22.7.1;
 - (c) verify that the Shipper's Provided Level of Credit Support is equal to or greater than its Required Level of Credit Support.
- 22.67.3 Where the Transporter is satisfied that the Shipper has satisfied all the requirements for a Trading Point Registration in this section ~~22.6~~ 22.7, it shall provide the Trading Point Registration to the Shipper within 5 Business Days.
- ## **22.78 De-Registration**
- 22.78.1 A Shipper may only terminate a Registration if it will, after terminating such Registration, still hold at least a pair of Registrations in accordance with section 22.3.3 and 22.3.4.
- 22.78.2 A Shipper may terminate an Exit Point Registration in respect of an Exit Point by giving the Transporter 10 Business Days' written notice that it wishes to so terminate its registration, such registration not to be terminated before the last day on which the Shipper holds Exit Capacity at the Exit Point.

- 22.78.3 If a Shipper terminating its Exit Point Registration would result in no Shipper holding an Exit Point Registration in respect of that Exit Point, the Transporter will be entitled to require the Shipper to maintain its Exit Point Registration until such time that the Transporter has isolated the Exit Point. -The Transporter shall so isolate the Exit Point as soon as reasonably practicable after the date on which the Shipper wishes the termination of the Exit Point Registration to take effect.
- 22.87.4 A Shipper may terminate an IP Registration by giving the Transporter 10 Business Days' written notice that it wishes to so terminate its registration, such Registration not to be terminated before the last day on which it holds IP Entry Capacity and/or VRF IP Exit Capacity at the IP.
- 22.78.5 A Shipper may terminate a Trading Point Registration by giving the Transporter 10 Business Days' notice that it wishes to so terminate its Registration.
- 22.78.6 The Stranraer Shipper may terminate its Non-IP Entry Point Registration by giving the Transporter 10 Business Days' written notice that it wishes to so terminate its Registration, such Registration not to be terminated before the last day on which it holds Non-IP Entry Capacity at Moffat Non-IP Entry Point.
- 22.8.7 A Shipper may terminate a DBEP Registration by giving the Transporter 10 Business Days' written notice that it wishes to so terminate its Registration and the Transporter will inform the Relevant DNO accordingly.
- 22.8.8 Where a Shipper with a DBEP Registration ceases to be registered at the corresponding point under the distribution network code, the Relevant DNO will inform the Transporter and the Transporter will de-register the Shipper at the DBEP with immediate effect.
- 22.78.79 Termination of a Registration does not relieve a Shipper of its obligations in relation to maintain its Provided Level of Credit Support in accordance with section 13.2.10.

Downstream Load Statements

22.89 Downstream Load Statements

- 22.89.1 In relation to a DN Exit Point and Stranraer Exit Point, a Shipper shall be required to provide the Transporter with a statement in the Prescribed Form (a "**Downstream Load Statement**") in respect of an Exit Point before it may obtain an Exit Point Registration in respect of that Exit Point.
- 22.89.2 A Shipper at a DN Exit Point or Stranraer Exit Point shall provide the Transporter with a revised Downstream Load Statement 15 Business Days before each Mid Year Date and 15 Business Days before the end of the Gas Year. The Transporter shall inform any new Shipper whether or not they are required to submit a revised Downstream Load Statement in accordance with this section 22.8.2-22.9.2 immediately preceding the date of their initial Downstream Load Statement submission.
- 22.89.3 A Shipper or a Prospective Shipper shall, if it becomes aware that any information in a Downstream Load Statement is incorrect, provide the Transporter on 10 Business Days' notice with a revised Downstream Load Statement which is accurate. References in this Code to a Downstream Load Statement are to the latest revised Downstream Load Statement from time to time.

- 22.89.4 A Downstream Load Statement, shall contain the End User's statement of the maximum quantity in kWh/day which may reasonably be required to supply the relevant Downstream Load Category.
- 22.89.5 A Shipper shall, if requested by the Transporter, provide to the Transporter any information relating to their actual Downstream Load, over a given period of time.
- 22.89.6 At the discretion of the Transporter, this section ~~22.8-22.9~~ shall not apply in respect of any Shipper, or Prospective Shipper, that does not have a Gas Supply Licence, but does with the Authority's prior written consent to either:
- (a) hold Exit Capacity; or
 - (b) have entitlement to utilise the NI Network as if it had a Gas Supply Licence;
- provided that the Shipper submits to the Transporter a copy of such consent from the Authority.

Retirement

22.910 Retirement from the Code

- 22.910.1 A Shipper (a "**Retiring Shipper**") including for the avoidance of doubt the Stranraer Shipper may make an application to cease to be a Party the Code by giving the Transporter not less than 35 Business Days written notice at any time. For the avoidance of doubt, references in this section ~~22.9-22.10~~ to a Shipper ceasing to be a Party to this Code shall also mean that the Shipper shall cease to be a party to the Framework Agreement and, if applicable, the Shipper's Accession Agreement shall terminate.
- 22.910.2 The Transporter shall respond to the Retiring Shipper, within 25 Business Days of receiving the application referred to in section ~~22.9.1-22.10.1~~, indicating the requirements with which the Shipper must comply before it may cease to be a Party to the Code and these requirements shall include (but not be limited to) the requirements that the Retiring Shipper:
- (a) has ceased to be a party to any agreement (including but not limited to the Stranraer Interoperator Agreement and/or an Ancillary Agreement) between the Transporter and the Shipper which incorporates the Code; and/or
 - (b) has ceased to hold any Registration at an IP Entry Point, Non-IP Entry Point, VRF IP Exit Point, Exit Point and/or Trading Point; and/or
 - (c) has made full payment for all amounts invoiced in respect of:
 - (i) PS Transmission Amounts;
 - (ii) PS Code Charges;
 - (iii) Supplemental Payments;
 - (iv) Auxiliary Payments; and

- (v) other amounts due pursuant to the Code or, in the case of the Stranraer Shipper, the PTL Licence.

22.910.3 Within 10 Business Days of the Retiring Shipper confirming to the Transporter in writing (together with supporting documentation) that it has complied with the requirements of the Transporter under section ~~22.9.22.10.2~~, the Transporter shall confirm to the Retiring Shipper that it either:

- (a) agrees that the Retiring Shipper has appropriately complied with each of its requirements under section ~~22.9.22.10.2~~, in which case, the Retiring Shipper shall cease to be a Party to the Code effective from the date of the Transporter's confirmation (copied to the Authority); or
- (c) does not accept that the Retiring Shipper has appropriately complied with all of its requirements under section ~~22.9.22.10.2~~ and giving reasons for its decision, in which case, the Retiring Shipper shall be required to comply with the outstanding requirements before it can cease to be a Party to the Code in accordance with this section ~~22.9.22.10~~.

22.910.4 Upon the Retiring Shipper ceasing to be a Party to the Code in accordance with this section ~~22.9.22.10~~, a Retiring Shipper shall cease to be a Shipper for the purposes of the Code and the Retiring Shipper and the Transporter shall no longer be bound in relation to each other by this Code except to the extent set out in section ~~22.9.5-22.10.5~~ and ~~22.9.6-22.10.6~~.

22.910.5 A Retiring Shipper ceasing to be a Party to the Code in accordance with this section ~~22.9.22.10~~ shall not extinguish or relieve the Retiring Shipper from the performance of any obligation accrued under this Code as at the time it ceases to be a Party to this Code which it is agreed and acknowledged shall include payment of all or any of the following which are due, accrued or outstanding under this Code in respect of the period up to and including the date on which the Retiring Party ceases to be a Party to the Code:

- (a) PS Transmission Amounts;
- (b) PS Code Charges;
- (c) Supplemental Payments;
- (d) Auxiliary Payments; and/or
- (e) any other payments due pursuant to the Code or, in the case of the Stranraer Shipper, the PTL Licence.

22.910.6 The Retiring Shipper shall pay any sums due in accordance with section ~~22.9.5-22.10.5~~ at the time by which and in the manner in which such payments would have been due and paid had the Retiring Shipper continued to be a Shipper. A Retiring Shipper that has ceased to be a Shipper shall continue to be liable for all accrued payments or other amounts due to the Transporter notwithstanding that the Retiring Shipper ceases to be a Shipper and any payments due and owing shall become immediately due and payable. For the avoidance of doubt:

- (a) the conditions of the Code continue to apply to a Retiring Shipper whose application for retirement from the Code has been accepted by the Transporter until such time as that Retiring Shipper has met all its obligations under the Code (prior to and arising out of termination); and
- (b) any financial security which the Retiring Shipper was obligated to provide to the Transporter pursuant to the Code shall remain in place until all such payments have been discharged in full.

22.910.7 For the avoidance of doubt, a Shipper may not reduce or cancel its IP Entry Capacity or its Exit Capacity if it wishes to retire from this Code other than by way of:

- (a) an accepted Surrender Offer in respect of IP Entry Capacity; or
- (b) an accepted Exit Capacity Surrender Application in respect of Exit Capacity;

and in the case of the Stranraer Shipper in accordance with section 27.3.1(b) and 27.3.3.

22.910.8 Where a Retiring Shipper which holds Bundled IP Entry Capacity makes an application to cease to be a Party to the Code under section ~~22.9.4~~ 22.10.1, the Transporter shall inform the Adjacent Transporter.

22.10.9 Where a Retiring Shipper with a DBEP Registration makes an application to cease to be a Party to the Code under section 22.10.1, the Transporter shall inform the Relevant DNO.

.....

23. CONFIDENTIALITY

Amend section 23.1.1 to read as follows:

23.1 Definitions

23.1.1 In this Code—

(a) **"Confidential Information"** means:

(i) in relation to the Transporter:

(1) any information relating to the affairs of a Shipper; or

(2) the terms of each Ancillary Agreement (other than the Code) in relation to each Shipper; and

(ii) in relation to the Shipper, any information relating to the Transporter or another Shipper, or the terms of its Ancillary Agreements (other than the Code),

obtained in connection with this Code, other than its terms, which for the avoidance of doubt includes (but is not limited to) information obtained from/by a DNO, an Adjacent Transporter or the Capacity Platform Operator;

(b) **"Disclosing Party"** means the Party disclosing Confidential Information to a Receiving Party;

(c) **"Permitted Purpose"** means any purpose related to a Party's participation in this Code including in relation to the preparation of the Ten Year Statement; and

(d) **"Receiving Party"** means the Party to which Confidential Information is disclosed by a Disclosing Party.

.....
Amend section 23.4.3 to read as follows:

23.4.3 The Transporter may disclose Confidential Information without the prior written consent of the Disclosing Party to:

(a) an Adjacent Transporter where such disclosure is provided for or contemplated by this Code, the Tripartite Agreement or the Interconnection Agreement; ~~and~~

(b) the Capacity Platform Operator and section 2.6.9 shall apply; ~~and~~

(c) a DNO in connection with the operation of the Aggregate Balancing Arrangements.

DEFINITIONS AND INTERPRETATIONS

Part I - Definitions

Insert new terms and amend existing terms as shown below:

“Adjusted T-DN Exit

Allocation” has the meaning given to it in section 7.6.4;

“Aggregate Balancing

Arrangements” has the meaning given to it in section 1.7.5(a);

“Aggregate Balancing

Information” has the meaning given to it in section 5.3.1(k);

“Aggregate VRF IP Exit

Nominated Quantity” has the meaning given to it in section 7.2.1(jk);

“Allocations Information” has the meaning given to it in section 5.3.1(j);

“bar”

has the meaning given to it in ISO 1000: 1981 (E); ISO 80000-1:2009;

“Belfast DBEP”

has the meaning given to it in section 1.7.6(a);

“Biomethane Daily

Quantity Delivered”

(or **“BDQD”**) has the meaning given to it in section 5.3.1(h);

“Biomethane Delivery

Nomination”

has the meaning given to it in the Relevant DNOs distribution network code;

“Biomethane Delivery

Renomination”

has the meaning given to it in the Relevant DNOs distribution network code;

“Calorific Value”

means that number of Megajoules produced by the complete combustion at a constant absolute pressure of 1.01325 bar of 1 Cubic Meter of gas at a temperature of 15° C with excess air at the same temperature and pressure as the gas when the products of combustion are cooled at 15° C and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the gas and air before combustion; and for the avoidance of doubt calorific value shall be REAL as defined in ISO 6976-1:1983(E); ISO 6976:2016

“DBEP Entry Allocation” has the meaning given to it in section 7.2.1(e);

“DBEP Nomination” has the meaning given to it in section 5.3.1(b);

“DBEP Renomination” has the meaning given to it in section 5.3.1(b);

<u>“DBEP Registration Application”</u>	has the meaning given to it in section <u>22.6.1</u> ;
<u>“Default DN Exit Allocation”</u>	has the meaning given to it in section <u>7.7.1(b)</u> ;
<u>“Distribution Biomethane Entry Point”</u> (or “DBEP”)	has the meaning given to it in section <u>1.7.5(b)</u> ;
<u>“DM Allocation”</u>	has the meaning given to it in section <u>5.3.1(e)</u> ;
<u>“DN Shrinkage Allocation”</u>	has the meaning given to it in section <u>5.3.1(f)</u> ;
“Daily Shrinkage <u>Nomination</u> Quantities”	has the meaning given to it in section <u>5.1.1(f)</u> ;
<u>“DN Exit Allocation”</u>	has the meaning given to it in section <u>5.3.1(g)</u> ;
<u>“DN Exit Quantity”</u>	has the meaning given to it in section <u>7.6.4</u> ;
“Downstream Load Statement”	has the meaning given to it in section 22.8 <u>22.9.1</u> ;
“Entry Allocation”/ “Entry Allocations”	has the meaning given to it in section 7.2.1(e) <u>7.2.1(f)</u> ;
<u>“Final Adjusted T-DN Exit Allocation”</u>	has the meaning given to it in section <u>7.6.5(b)</u> ;
<u>“Final Aggregate NI Entry Allocation”</u>	has the meaning given to it in section <u>7.4.4(b)</u> ;
<u>“Final Aggregate NI Exit Allocation”</u>	has the meaning given to it in section <u>7.9.3(b)</u> ;
<u>“Final DBEP Entry Allocation”</u>	has the meaning given to it in section <u>7.3.11</u> ;
<u>“Final DN Exit Allocation”</u>	has the meaning given to it in section <u>7.6.2(b)</u> ;
<u>“Final Power Station Exit Allocation”</u>	has the meaning given to it in section <u>7.5.3</u> ;
“Forecast Aggregate Throughput”	has the meaning given to it in section 18.3.1(l) <u>18.3.1(m)</u> ;
“Forecast Average Throughput”	has the meaning given to it in section 18.3.1(m) <u>18.3.1(n)</u> ;
<u>“Forecast DBEP Nominations”</u>	has the meaning given to it in section <u>18.3.1(l)</u> ;

<u>“Full Delphi Availability Date”</u>	has the meaning given to it in T1.1(b);
<u>“Information Sharing Agreement”</u>	has the meaning given to it in section 5.3.1(a);
<u>“Initial Adjusted T-DN Exit Allocation”</u>	has the meaning given to it in section 7.6.5(a);
<u>“Initial Aggregate NI Entry Allocation”</u>	has the meaning given to it in section 7.4.4(a);
<u>“Initial Aggregate NI Exit Allocation”</u>	has the meaning given to it in section 7.9.3(a);
<u>“Initial DBEP Entry Allocation”</u>	has the meaning given to it in section 7.3.10;
<u>“Initial DN Exit Allocation”</u>	has the meaning given to it in section 7.6.2(a);
<u>“Initial Power Station Exit Allocation”</u>	has the meaning given to it in section 7.5.2;
<u>“Interim Period”</u>	has the meaning given to it in T1.1(c);
<u>“M+10”</u>	means the tenth Business Day of the Month following M;
<u>“Modification 14 Effective Date”</u>	has the meaning given to it in T1.1(a);
<u>“NDM Allocation”</u>	has the meaning given to it in section 5.3.1(d);
“Non-OBA Day”	has the meaning given to it in section 7.2.1(h) and “Non-OBA Days” shall be construed accordingly;
“OBA”	has the meaning given to it in section 7.2.1(g);
“OBA Day”	has the meaning given to it in section 7.2.1(h) and “OBA Days” shall be construed accordingly;
“Retiring Shipper”	shall have the meaning given to it in section 2.2.9 <u>2.10.1</u> ;
“Steering Difference”	has the meaning given to it in section 7.2.1(h);
<u>“Ten Towns DBEP”</u>	has the meaning given to it in section 1.7.6(b);
<u>“Total Transmission Delivery Nomination Required” or “TTDNR”</u>	has the meaning given to it in section 5.3.3;
<u>“Total Transmission Delivery Renomination”</u>	

Required has the meaning given to it in section 5.3.3;

**“Trading Point
Registration Application”** has the meaning given to it in section ~~22.6.4~~ 22.7.1;

“Transmission Delivery
Renomination Required” has the meaning given to it in the Relevant DNOs distribution network
code;

“Transmission Delivery
Nomination Required”
or “TDNR” has the meaning given to it in section 5.3.1(c);

“Transmission Daily
Quantity Delivered”
(or “TDQD”) has the meaning given to it in section 5.3.1(i);

“West DBEP” has the meaning given to it in section 1.7.6(c);

APPENDIX 2

SUMMARY TABLE OF NI NETWORK POINTS

This appendix 2 is provided for reference only. Should there be any discrepancy between this appendix 2 and the provisions of the Code, the Code provisions shall prevail.

Specific NI Network Point	Type of Point	Point Comprised in: (where applicable)	Relevant Transporter	Relevant DNO (where applicable)	Relevant Adjacent Transporter or equivalent (where applicable)
Moffat Interconnection Point	Interconnection Point	-	PTL	-	National Grid
Moffat IP Entry Point	IP Entry Point	Moffat Interconnection Point and Moffat Entry Point	PTL	-	National Grid
Moffat VRF IP Exit Point	VRF IP Exit Point	Moffat Interconnection Point	PTL	-	National Grid
Moffat Non-IP Entry Point	Non-IP Entry Point	Moffat Entry Point	PTL	-	National Grid
South North Interconnection Point	Interconnection Point	-	GNI (UK)	-	GNI
South North IP Entry Point	IP Entry Point	South North Interconnection Point	GNI (UK)	-	GNI
South North VRF IP Exit Point	VRF IP Exit Point	South North Interconnection Point	GNI (UK)	-	GNI
Ballylumford Exit Point	Power Station Exit Point	-	PTL	-	-
Coolkeeragh Exit Point	Power Station Exit Point	-	GNI (UK)	-	-
Belfast Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-
BGTL Belfast Offtake Points	Offtake Points	Belfast Exit Point	BGTL	Phoenix	-
Lisburn Offtake Point	Offtake Point	Belfast Exit Point	GNI (UK)	Phoenix	-
<u>Belfast DBEP</u>	<u>Distribution Biomethane Entry Point</u>	<u>Notional point</u>	<u>BGTL</u>	<u>Phoenix</u>	<u>-</u>
Ten Towns Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-
Ten Towns Offtake Points	Offtake Points	Ten Towns Exit Point	GNI (UK)	Firmus	-
<u>Ten Towns DBEP</u>	<u>Distribution Biomethane Entry Point</u>	<u>Notional point</u>	<u>GNI (UK)</u>	<u>Firmus</u>	<u>-</u>
West Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-

West Offtake Points	Offtake Points	West Exit Point	WTL	SGN NG	
<u>West DBEP</u>	<u>Distribution Biomethane Entry Point</u>	<u>Notional point</u>	<u>WTL</u>	<u>SGN NG</u>	-
Stranraer Exit Point	Stranraer Exit Point	-	PTL	*	-
ROI System Exit Point	Exit Point	-	GNI (UK)	-	-
Haynestown Offtake Point	Offtake Point	ROI System Exit Point	GNI (UK)	-	-

**SGN is the Stranraer Distribution Network Operator, but there is no Relevant DNO for Stranraer because the functions of a Relevant DNO are not applicable for Stranraer. Please see Code section 1.12 and section 27 for the details.*