

CODE OF OPERATIONS

PART A

DEFINITIONS
INTERPRETATION

VERSION 5.03

Comprises version 5.02 published as of 16 April 2018

Incorporating the following Modifications

- 1. Modification A092; Trading Platform;**
- 2. Modifications A091 and A093; Introduction of RNG Entry Points.**
- 3. Modification A094; Modification of Shipper Portfolio Tolerances;**
- 4. Modification A095; Calculation of Daily Imbalance Charges;**
- 5. Modifications A096 and A096A Data Sharing – GDPR;**
- 6. Modification A097 Final Exit Allocation Amendment Date;**
- 7. Modification A098 Reduction of Capacity Overrun Multipliers.**

Part A

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1. DEFINITIONS

1.1 In this Code:

"**ACER**" means the Agency for the co-operation of energy regulators established pursuant to Regulation (EC) No. 713/2009 of the European Parliament and the Council of 13 July 2009 or its successor from time to time.

"**Act**" means the Gas (Interim) (Regulation) Act 2002;

"**Active Capacity**" means Active Entry Capacity, Active LDM Exit Capacity, Active LDM Supply Point Capacity or Active Sub-Sea I/C Offtake Capacity as the case may be;

"**Active Entry Capacity**" or "**AC_{Entry}**" means the capacity held by a Shipper on a Day at an Entry Point and shall be determined as follows:

$$AC_{Entry} = (PC_{Entry} + SCP_{Entry}) - ACS_{Entry}$$

where:

PC_{Entry} = the Shipper's Primary Entry Capacity at the Entry Point on the Day;

SCP_{Entry} = Secondary Capacity traded by the Shipper as a Transferee Shipper by way of Entry Capacity Trades for the Day;

ACS_{Entry} = Active Capacity traded by the Shipper as Transferor Shipper by way of Entry Capacity Trades for the Day.

"**Active Exit Capacity**" means Active LDM Exit Capacity;

"**Active IP Capacity**" means Active IP Entry Capacity and/or Active IP CSEP Offtake Capacity (as the case may be);

"**Active IP CSEP Offtake Capacity**" or "**AC_{IP CSEP}**" means the Active IP CSEP Offtake Capacity held by a Shipper on a Day at an IP CSEP and shall be determined as follows;

$$AC_{IP\ CSEP} = (PC_{IP\ CSEP} + SCP_{IP\ CSEP}) - ACS_{IP\ CSEP}$$

where:

$AC_{IP\ CSEP}$ = the Shipper's Active IP CSEP Offtake Capacity on a Day;

$PC_{IP\ CSEP}$ = the Shipper's aggregate Primary IP CSEP Offtake Capacity at the IP CSEP for that Day (including both Bundled IP CSEP Offtake Capacity and Unbundled IP CSEP Offtake Capacity);

$SCP_{IP\ CSEP}$ = Secondary IP CSEP Offtake Capacity traded by the Shipper as an IP Transferee Shipper by way of IP Capacity Trades at the IP CSEP for that Day (including both Bundled IP CSEP Offtake Capacity and Unbundled IP CSEP Offtake Capacity)

ACS_{Exit} = Secondary IP CSEP Offtake Capacity traded by the Shipper as an IP Transferor Shipper by way of IP Capacity Trades at the IP CSEP for that Day (including both Bundled IP CSEP Offtake Capacity and Unbundled IP CSEP Offtake Capacity)

"**Active IP Entry Capacity**" or " $AC_{IP\ Entry}$ " means the Active IP Entry Capacity held by a Shipper on a Day at an IP Entry Point and shall be determined as follows:

$$AC_{IP\ Entry} = (PC_{IP\ Entry} + SCP_{IP\ Entry}) - ACS_{IP\ Entry}$$

where:

$AC_{IP\ Entry}$ = the Shipper's Active IP Entry Capacity on a Day.

$PC_{IP\ Entry}$ = the Shipper's aggregate Primary IP Entry Capacity at the IP Entry Point for that Day (including both Bundled IP Entry Capacity and Unbundled IP Entry Capacity).

$SCP_{IP\ Entry}$ = Secondary IP Entry Capacity traded by the Shipper as an IP Transferee Shipper by way of IP Capacity Trades at the IP Entry Point for that Day (including both Bundled IP Entry Capacity and Unbundled IP Entry Capacity);

$ACS_{IP\ Entry}$ = Active IP Entry Capacity traded by the Shipper as an IP Transferor Shipper by way of IP Capacity Trades at the IP Entry Point for that Day (including both Bundled IP Entry Capacity and Unbundled IP Entry Capacity)

"**Active LDM Exit Capacity**" or " AC_{Exit} " means the capacity held by a Shipper on a Day at or in respect of an individual LDM Offtake and shall be determined as follows:

$$AC_{Exit} = (PC_{Exit} + SCP_{Exit}) - ACS_{Exit}$$

where:

PC_{Exit} = the Shipper's Primary Exit Capacity in respect of the relevant offtake

SCP_{Exit} = Secondary Capacity traded by the Shipper as a Transferee Shipper in respect of the relevant offtake by way of Exit Capacity Transfers for the Day;

ACS_{Exit} = Active Exit Capacity traded by the Shipper as Transferor Shipper in respect of the relevant offtake by way of Exit Capacity Transfers for the Day.

"**Active LDM Supply Point Capacity**" or " AC_{SPC} " means the Active Supply Point Capacity held by a Shipper on a Day at a LDM Supply Point and shall be determined as follows:

$$AC_{SPC} = (PC_{SPC} + SCP_{SPC}) - ACS_{SPC}$$

where:

PC _{SPC}	=	the Shipper's Primary LDM Supply Point Capacity at the relevant LDM Supply Point on the Day;
SCP _{SPC}	=	Secondary LDM Supply Point Capacity traded by the Shipper as Transferee Shipper in respect of the LDM Supply Point by way of LDM Supply Point Capacity Title Transfer(s) for the Day;
ACS _{SPC}	=	Active LDM Supply Point Capacity traded by the Shipper as Transferor Shipper at the LDM Supply Point by way of LDM Supply Point Title Transfer(s) for the Day.

"Active Sub-Sea I/C Offtake Capacity" means the capacity held by a Shipper on a Day at the Sub-Sea I/C Offtake and shall be the Shippers Booked Sub-Sea I/C Offtake Capacity Quantity;

"Active Supply Point Capacity" means that part of a Shipper's Supply Point Capacity which comprises Active Capacity on a Day;

"Additional Capacity" means any applicable Capacity Surrender Available Amounts, Withdrawable Capacity and/or Oversubscription Capacity;

"Adjusted Metered Quantity" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(d);

"Adjacent System IP Capacity" means capacity on the Interconnected System at an IP made available by an Adjacent TSO pursuant to the applicable Interconnected System Transportation Arrangements;

"Adjacent TSO" means the designated transmission system operator of an Interconnected System and shall include NGG at the Moffat Interconnection Point;

"Adjacent TSO Bundling Request" has the meaning given to it in Part C (*Capacity*) Section 2.14.8;

"Adjacent TSO Large Price Step" means the increase in price (which may be fixed or variable) in respect of relevant capacity on an Interconnected System between each Bidding Round of an Ascending Clock Auction prior to a First Time Undersell and which shall be determined by the Adjacent TSO and separately in respect of each Ascending Clock Auction at each Interconnection Point;

"Adjacent TSO Small Price Step" means the increase in price (which may be fixed or variable) in respect of relevant capacity on the Interconnected System between each Bidding Round of an Ascending Clock Auction after a First Time Undersell and which shall be determined by the relevant Adjacent TSO separately in respect of each Ascending Clock Auction at each Interconnection Point;

"Adjacent TSO Reserve Price" means the applicable tariff of the Adjacent TSO in respect of relevant capacity at the Interconnection Point;

"Adjusted Metered Quantity" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(d);

"ADT Request" has the meaning given to it Part E (*Balancing and Shrinkage*) Section 1.9.4;

"**Advance Buyback Agreement**" has the meaning given to it in Part H (*Operations*) Section 2A.16.2;

"**Affected Party**" has the meaning given to it in Part I (*Legal and General*) Section 3.2.1(a);

"**Affiliate**" in relation to either the Transporter or a Shipper means:

- (a) a company or corporation which is either a holding company or a subsidiary of such party; or
- (b) a company or corporation which is a Subsidiary of a holding company of which such party is also a subsidiary,

and the words "**holding company**" and "**subsidiary**" shall have the same meaning assigned to them, regardless of the place of incorporation of the Party, as in Section 8 and Section 7 respectively of the Companies Act 2014;

"**After Day Trade**" or "**ADT**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.9.1;

"**After Day Trade Buy**" or "**ADT_{Buy}**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.9.3;

"**After Day Trade Sell**" or "**ADT_{Sell}**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.9.2;

"**Affected Entry Point**" has the meaning given to it in Part G (*Technical*) Section 5.10.2;

"**Affected IP Entry Point**" has the meaning given to it in Part G (*Technical*) Section 5.10.2;

"**Aggregate Auctionable RoI/NI Capacity**" means the sum of the Auctionable Capacity in the GB-RoI Auction which may be made available by the Transporter and the NI Allocable Capacity in respect of the equivalent capacity auction;

"**Aggregate Available Interruptible Nomination Limit**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.1;

"**Aggregate Bid Quantity**" means in respect of a Bidding Round the aggregate quantity of IP Capacity specified in all valid Bids submitted by all Shippers in the relevant Bidding Round;

"**Aggregate CSEP Nomination Quantity**" means the quantity of Natural Gas to be offtaken at a Connected System Exit Point on a Day as notified to the Transporter by an agent appointed pursuant to Bi-Directional CSP Procedures or as notified pursuant to the applicable CSA, or where there is no such agent or applicable CSA in place or where there is no such quantity notified by such agent or pursuant to the applicable CSA, the aggregate of all Valid CSEP Exit Nominations and Valid CSEP Exit Renominations by all Registered Shippers at the relevant Connected System Exit Point in respect of the Day;

"**Aggregate IP CSEP Confirmed Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(f);

"**Aggregate IP Entry Confirmed Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(e); "**Aggregate IP VEntry Confirmed Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(h);

"**Aggregate IP VExit Confirmed Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(g);

"**Aggregate Primary DM Exit Capacity**" means the DM Exit Capacity reserved by a Shipper in respect of all DM Offtakes at which the Shipper is the Registered Shipper including any Short Term Aggregate DM Exit Capacity reserved by the Shipper;

"**Aggregate Primary NDM Exit Capacity**" means the NDM Exit Capacity reserved by a Shipper in respect of all NDM Supply Point(s) at which the Shipper is the Registered Shipper but excluding any Tariff Exempt NDM Supply Point(s) and including any Short Term Aggregate NDM Exit Capacity reserved by the Shipper;

"**Aggregate Total Bid Quantity**" means in respect of any Bidding Round the sum of the Aggregate Bid Quantity and the equivalent total bid quantity in the GB-NI Auction;

"**Allocation**" means one or more of the following:

- (i) an Entry Allocation;
- (ii) an Exit Allocation;
- (iii) a Supply Point Allocation;
- (iv) an IBP Allocation;
- (v) CSEP Exit Allocation;
- (vi) [*a VIP Allocation*]; and/or;
- (vii) a Sub-Sea I/C Offtake Allocation;

in respect of a Shipper on a Day and made in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2;

"**Allocable Quantity**" shall mean a positive quantity of Natural Gas available for allocation to Registered Shippers at an Entry Point (other than an Entry Point configured within a Bi-Directional CSP) in respect of a Day and shall be determined as follows:-

$$ALL_q = (MeDQ + OBA_N + OR) - (OBA_p + LPR + QR + NCG)$$

where:

- ALL_q = the Allocable Quantity,
- MeDQ = the Metered Delivered Quantity at the Entry Point in respect of the Day;
- OBA_n = the quantity of Natural Gas the subject matter of a Negative OBA Adjustment;
- OBA_p = the quantity of Natural Gas the subject matter of a Positive OBA Adjustment;

LPR	=	the quantity of Natural Gas the subject matter of a LinePack Reinstatement;
QR	=	the quantity of Natural Gas measured as offtaken at the Entry Point on the Day;
OR	=	the quantity of Natural Gas made available by way of Operational Requirement.
NCG	=	the quantity of Non-Compliant Gas which is delivered to the Transportation System on the Day and is disposed of by the Transporter pursuant to Part G (<i>Technical</i>) Section 1.3.4 (irrespective of the day on which such Natural Gas is disposed of)

For the avoidance of doubt:

- (i) where Non-Compliant Gas is offtaken at a Connected System Point pursuant to the provisions of Part G (*Technical*) Section 1.3.4 the same quantity of gas shall not be included in both QR and NCG.
- (ii) there shall be no quantity of Natural Gas allocated to Shippers at an Entry Point in respect of a Day upon which the Allocable Quantity is determined as a negative Quantity.

"**Ancillary Agreement**" means an agreement between the Transporter and one or more Shippers providing for certain arrangements which are ancillary to the provision of transportation services under this Code and which is entered into pursuant to any provision of this Code which contemplates that such an arrangement may be entered into or which expressly provides that it constitutes an "Ancillary Agreement for the purposes of this Code" and shall include a [*I/C Inventory Agreement*] and a GNI (IT) Systems Access Agreement;

"**Annual**" has the meaning given to it in Part C (*Capacity*) Section 1.1.4;

"**Annual Consumption**" means, in respect of each Shipper's offtake at an Offtake Point, the Shipper's actual offtake for the previous Gas Year(s) or the anticipated offtake by the Shipper for the following Gas Year;

"**Annual Disbursements Account Deficit**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.10;

"**Annual Disbursements Account Excess**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.9;

"**Annual Disbursements Account Payments**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.7(b);

"**Annual Disbursements Account Receipts**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.7(a);

"**Annual Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.2(b);

"**Annual Entry Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.3(b);

"**Annual Invoice**" has the meaning given to it in Part I (*Legal and General*) Section 11.3.2;

"**Annual LDM Exit Capacity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.2(b);

"**Annual LDM Exit Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.3(b);

"**Annual Liability Cap**" has the meaning given to it in Part I (*Legal and General*) Section 2.5;

"**Annual Quantity**" means:

- (a) in respect of an Exit Point at which there has been a Shipper registered for a minimum period of twelve (12) Months ending on the 30 April in any Gas Year, the quantity of Natural Gas offtaken at such Exit Point over the preceding twelve (12) Month period ending on 30 April;
- (b) in respect of a Proposed Offtake Point which is connected to the Transmission System or an Exit Point in respect of which (a) does not apply, the quantity of Natural Gas which is anticipated to be offtaken at such Proposed Offtake Point or Exit Point over the first twelve (12) Month period following a Shipper becoming the Registered Shipper in respect of such Proposed Offtake Point or Exit Point; or
- (c) in respect of a Proposed Offtake Point or an Offtake Point which is connected to the Distribution System, a quantity of Natural Gas calculated in accordance with the applicable Procedure(s);

"**Annual Quarterly IP Capacity Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(b);

"**Annual Reconciliation Statement**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 4.2.4;

"**Annual Set Aside Quantity**" has the meaning given to it in Part C (*Capacity*) Section 2.3.1(a);

"**Annual Yearly IP Capacity Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(a);

"**Anticipated Entry Point Commencement Date**" means the Day advised by the Transporter from time to time as the Day which the Transporter anticipates as the Day upon which a Proposed Entry Point will be available to accept delivery of quantities of Shippers Natural Gas;

"**Applicant**" has the meaning given to it in Part I (*Legal and General*) Section 12.1.1;

"**Ascending Clock Auction**" means an auction in which a Shipper may place requested quantities in kWh/d of IP Capacity in a Bid against defined price steps which are announced and applied sequentially in a series of Bidding Rounds;

"**Ascending Clock Auction Price**" has the meaning given to it in Part C (*Capacity*) Section 2.7.1;

"**Assessment Period**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1(b);

"**Assignee Shipper**" has the meaning given to it in Part I (*Legal and General*) Section 12.5.2(b);

"**Assigning Shipper**" has the meaning given to it in Part I (*Legal and General*) Section 12.5.2(b);

"**Auctionable Capacity**" means the amount of IP Capacity available to be booked in a Capacity Auction comprising Yearly IP Auctionable Capacity, Quarterly IP Auctionable Capacity, Monthly IP Auctionable Capacity, Daily IP Auctionable Capacity, Within Day IP Auctionable Capacity and/or Daily Interruptible IP Auctionable Capacity, whichever the case may be;

"**Auction Premium**" means the difference (if any) in price between the Reserve Price in respect of capacity available at any specified Capacity Auction and the Clearing Price at the same Capacity Auction;

"**Audit Report**" has the meaning give to it in Part H (*Operations*) Section 1.12.4;

"**Automatic Bidding**" means a function of the JBP that allows Shippers to submit pre-set Bids in respect of a Capacity Auction;"**Authorised Representative**" means a person or persons with appropriate authority and responsibility within a Shipper's or End User's (as the case may be) organisation who is nominated to act as the primary contact for the Transporter where this Code so requires;

"**Authorised Users**" shall mean those persons nominated by a Shipper to and accepted by the Transporter to access and utilise GNI (IT) Systems or any applicable part thereof.

"**Available Active Capacity**" means Available Active Entry Capacity, Available Active Exit Capacity or Available Active IP Capacity as the case may be;

"**Available Active Entry Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"**Available Active Exit Capacity**" means "**Available Active LDM Exit Capacity**", "**Available Active LDM Supply Point Capacity**", "**Available Aggregate Primary DM Exit Capacity**", "**Available DM Exit Capacity**" and/or "**Available DM Supply Point Capacity**", as the case may be;

"**Available Active IP Capacity**" means Available Active IP Entry Capacity or Available Active IP CSEP Offtake Capacity (as the case may be);

"**Available Active IP CSEP Offtake Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"**Available Active IP Entry Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"**Available Active LDM Exit Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(a);

"**Available Active LDM Supply Point Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(c);

"**Available Active IP CSEP Offtake Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"**Available Aggregate Primary DM Exit Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(e);

"**Available DM Exit Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(b);

"**Available DM Supply Point Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(d);

[*"Available I/C Inventory Space" means in respect of a Day the amount by which the Shipper's I/C Inventory Space exceeds the Shipper's Projected VIP Utilisation in respect of that Day;*]

"**Available Interruptible Exit Nomination Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.1;

"**Available Sub-Sea I/C Offtake Capacity**" has the meaning given to it in Part H (*Operations*) Section 2.7.5(f);

"**Balancing Action**" means a Balancing Gas Buy or a Balancing Gas Sell in respect of a Day;

"**Balancing Charges**" means the Daily Imbalance Charge(s) and the System Imbalance Charge(s);

"**Balancing Gas**" means Natural Gas acquired or relinquished or to be acquired or relinquished by the Transporter for the purposes set out in Part E (*Balancing and Shrinkage*) Section 1.1;

"**Balancing Gas Buy**" means the acquisition by the Transporter of a quantity of Balancing Gas;

"**Balancing Gas Contract**" means:

- (i) a Balancing Gas Service Contract; and/or
- (ii) a Trading Platform Transactions Agreement or TPTA;

"Balancing Service Contract" means an agreement between the Transporter and a supplier of Natural Gas (being a Shipper or a Third Party Shipper) to sell or buy Balancing Gas;

"**Balancing Gas Sell**" means the disposal by the Transporter of a quantity of Balancing Gas;

"**bar**" has the meaning specified or defined in ISO 1000:1981(E);

"**Beattock Measurement Equipment**" means the Measurement Equipment (excluding the Moffat Measurement Equipment) at the Moffat IP Entry Point operated and maintained by the Transporter for the Moffat IP Entry Point;

"**Bellanaboy Entry Point**" means the flange weld or the other agreed mark at or downstream of the final outlet from the Bellanaboy delivery facility and connecting the Bellanaboy delivery facility to the Transportation System;

"**Benefiting Shipper**" has the meaning given to it in Part H (*Operations*) Section 1.11.2;

"**Bid**" means a Shipper's application submitted on the JBP for a specific amount of IP Capacity at a specific price in a Bidding Round submitted in accordance with Part C

(*Capacity*) Section 2.8.2 in respect of an Ascending Clock Auction and in accordance with Part C (*Capacity*) Section 2.10.5 in respect of a Uniform Price Auction ;

"**Bid Price**" has the meaning given to it in Part C (*Capacity*) Section 2.10.5(g);

"**Bid Quantity**" means in respect of a Bid the amount of relevant IP Capacity (in kWh/day) to which the Bid relates;

"**Bidding Round**" means the period of time during which a Shipper may submit, amend and withdraw Bids in a Capacity Auction;

"**Bi-Directional CSP**" means a Connected System Point which is declared by the Transporter to comprise both an Entry Point and a Connected System Exit Point which is so designated pursuant to Part H (*Operations*) Section 5. References to a Bi-Directional CSP shall be construed as references to the Entry Point and/or the CSEP configured within the Bi-Directional CSP as the context so requires;

"**Bi-Directional CSP Agent**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.12.2;

"**Bi-Directional CSP Allocation**" means an Allocation made at a Bi-Directional CSP including as referred to in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.12;

"**Bi-Directional CSP Procedures**" has the meaning given to it in Part H (*Operations*) Section 5.5.1;

"**Bi-Directional CSP Requirements**" has the meaning given to it in Part H (*Operations*) Section 5.2.3;

"**Booked Entry Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 3.2.9;

"**Booked Interruptible IP Capacity**" means Daily Interruptible IP Capacity booked by a Shipper pursuant to a Rolling Day Ahead Interruptible IP Capacity Auction;

"**Booked IP Capacity Quantity**" means the amount of IP Capacity allocated by the Transporter to a Shipper pursuant to a single Capacity Auction in accordance with this Code;

"**Booked LDM Exit Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.7;

"**Booked LDM Supply Point Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.7;

"**Booked Sub-Sea I/C Offtake Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.13.5;

"**Bundled Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.2.2;

"**Bundled Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.2.2;

"**Bundled IP Capacity**" means Bundled IP Entry Capacity and/or Bundled IP CSEP Offtake Capacity as the case may be;

"**Bundled IP CSEP Offtake Capacity**" is IP CSEP Offtake Capacity and an equal amount of Adjacent System IP Capacity of the same duration, direction and class at the

same IP booked by Shipper following a Bid in a single Capacity Auction and shall:

- (a) include IP CSEP Offtake Capacity in respect of which a Bundling Request or a Bundling Notification is accepted by the Transporter in accordance with Part C (*Capacity*) Section 2.14.5 in respect of a Bundling Request and Part C (*Capacity*) Section 2.14.11 in respect of a Bundling Notification; and
- (b) exclude Bundled IP CSEP Offtake Capacity which has been unbundled in accordance with this Code and

"Bundled Yearly IP CSEP Offtake Capacity", "Bundled Quarterly IP CSEP Offtake Capacity", "Bundled Monthly IP CSEP Offtake Capacity", "Bundled Daily IP CSEP Offtake Capacity" and "Bundled Within Day IP CSEP Offtake Capacity" shall be construed accordingly;

"Bundled IP Entry Capacity" means IP Entry Capacity and an equal amount of Adjacent System IP Capacity of the same duration direction and class at the same IP booked by a Shipper following a successful Bid in a single Capacity Auction and shall:

- (a) include IP Entry Capacity in respect of which a Bundling Request or a Bundling Notification is accepted by the Transporter in accordance with Part C (*Capacity*) Section 2.14.5 in respect of a Bundling Request and Part C (*Capacity*) Section 2.14.11 in respect of a Bundling Notification; and
- (b) exclude IP Entry Capacity which has been Unbundled in accordance with the Code;

"Bundled Yearly IP Entry Capacity" "Bundled Quarterly IP Entry Capacity" "Bundled Monthly IP Entry Capacity", "Bundled Daily IP Entry Capacity" and "Bundled Within Day IP Entry Capacity" shall be construed accordingly;

"Bundling Period" has the meaning given to it in Part C (*Capacity*) Section 2.14.2(g);

"Bundling Request" has the meaning given to it in Part C (*Capacity*) Section 2.14.1;

"Bundling Notification" has the meaning given to it in Part C (*Capacity*) Section 2.14.8;

"Business Day" means any period during which banks are normally open for business on a day (not being a Saturday or Sunday or a day on which banks are generally closed for business in the city of Dublin);

"Buyback Invitation" has the meaning given to it in Part H (*Operations*) Section 2A.16.3;

"Buyback Notification" has the meaning given to it in Part H (*Operations*) Section 2A.16.10;

"Buyback Offer" has the meaning given to it in Part H (*Operations*) Section 2.A16.5;

"Buyback Offer Close Time" has the meaning given to it in Part H (*Operations*) Section 2A.16.3;

"Buyback Offer Price" has the meaning given to it in Part H (*Operations*) Section 2A.16.5(g);

"**Buyback Tender**" has the meaning given to it in Part H (*Operations*) Section 2A.16.2;

"**Calorific Value**" or "**Gross Calorific Value**" means that number of Mega Joules produced by the complete combustion at a constant absolute pressure of 1.01325 bar of one (1) standard cubic meter of gas at fifteen (15) degrees Celsius with excess air at same temperature and pressure as the gas when the products of combustion are cooled to fifteen (15) degrees Celsius 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 vapor as the gas and air before combustion; and for the avoidance of doubt calorific value shall be REAL as defined in ISO6976:2005;

"**CAM Code**" means Commission Regulation (EU) (2017/459) of 16 March 2017) establishing a Network Code on Capacity Allocation Mechanisms in gas transmission systems and repealing Commission Regulation EU No. 984/2013 as amended from time to time;

"**Capacity Auction**" means an Annual Yearly IP Capacity Auction, an Annual Quarterly IP Capacity Auction, a Rolling Monthly IP Capacity Auction, a Daily IP Capacity Auction, a Within Day IP Capacity Auction and/or a Rolling Day Ahead Interruptible IP Capacity Auction or any one or more of them as the case may be;

"**Capacity Booking**" means an Entry Capacity Booking (of any duration) a LDM Capacity Booking, the Shipper's registration as the Registered Shipper at a DM Offtake or a NDM Supply Point, a Short Term Aggregate DM Exit Capacity Booking, a Short Term Aggregate NDM Exit Capacity Booking, a Sub-Sea I/C Offtake Capacity Booking [*and/or a booking of I/C Inventory Space pursuant to a I/C Inventory Agreement*] and may include an IP Capacity Booking as the context so requires;

"**Capacity Booking Effective Date**" means an IP Entry Capacity Effective Date, an Entry Capacity Effective Date and/or an Exit Capacity Effective Date and/or a Sub-Sea I/C Offtake Capacity Effective Date and/or an IP CSEP Capacity Effective Date as the case may be;

"**Capacity Booking Period**" means in respect of a Capacity Booking the duration of that Capacity Booking;

"**Capacity Booking Window**" means the Long Term Capacity Booking Window, Monthly Capacity Booking Window or Daily Capacity Booking Window as the case may be;

"**Capacity Charges**" means the capacity component of the applicable Tariff;

"**Capacity Conversion**" means the surrender of an amount of mismatched Unbundled IP Capacity at an Interconnection Point following the allocation of not less than an equivalent amount of Bundled IP Capacity of the same category for a duration which is Yearly, Quarterly or Monthly at the same Interconnection Point;

"**Capacity Conversion Application**" has the meaning in Part C (*Capacity*) Section 2.16.4;

"**Converted Capacity**" means in respect of a Shipper the amount of mismatched Unbundled IP Capacity for which a Capacity Conversion process is successfully undertaken under Part C (*Capacity*) Section 2.16;

"**Capacity Charge Rebate**" has the meaning given to it in Part G (*Technical*) Section 5.10.1;

"**Capacity Overrun**" means an Entry Capacity Overrun, an Exit Capacity Overrun, a Sub-Sea I/C Offtake Capacity Overrun or a Supply Point Capacity Overrun, as the case may be;

"**Capacity Overrun Charges**" means an Entry Capacity Overrun Charge, an Exit Capacity Overrun Charge, a Sub-Sea I/C Offtake Capacity Overrun Charge or a Supply Point Capacity Overrun Charge (as the case may be);

"**Capacity Overruns Disbursements Accounts**" means the Entry and Exit Capacity Overrun Disbursements Account or the Supply Point Capacity Overrun Disbursements Account (as the case may be);

"**Capacity Register**" has the meaning given to it in Part C (*Capacity*) Section 13.1;

"**Capacity Surrender Acceptance Notice**" has the meaning given to it in Part H (*Operations*) Section 2A.6.1;

"**Capacity Surrender Available Amount**" has the meaning given to it in Part H (*Operations*) Section 2A.5.1;

"**Capacity Surrender Availability Period**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1;

"**Capacity Surrender Request**" has the meaning given to it in Part H (*Operations*) Section 2A.5.1;

"**Capacity Surrender Update**" has the meaning given to it in Part H (*Operators*) Section 2A.5.11;

"**Capacity Surrender Window**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1(h);

"**Cash Neutral**" means, in respect of certain commitments or arrangements as identified within this Code and/or any relevant Ancillary Agreement, such commitments or arrangements as will result in no financial gain or loss for the Transporter fulfilling its obligations under this Code and/or any relevant Ancillary Agreement;

"**Change of Configuration Request**" has the meaning given to it in Part F (*Administration*) Section 3.1.3;

"**Change of Shipper**" means a change made by the GPRO in accordance with the Change of Shipper Procedures to the Registered Shipper at a DM Offtake or a NDM Supply Point whereby such Shipper is replaced as the Registered Shipper at such DM Offtake or NDM Supply Point by a different Shipper;

"**Change of Shipper Procedures**" means the Procedures of that name published by the GPRO from time to time with the approval of the Commission (and as incorporated within the GPRO Procedures);

"**Change of Shipper Request**" means a request by a Shipper to become the Registered Shipper in respect of a DM Offtake or a NDM Supply Point in accordance with the Change of Shipper Procedures;

"**Clearing Price**" has the meaning given in Part C (*Capacity*) Section 2.12.1(a) in respect of an Ascending Clock Auction and Part C (*Capacity*) Section 2.12.1(b) in respect of a Uniform Price Auction;

"**Code**" or "**Code of Operations**" means this code of practice for the operation of the Transportation System (as amended, modified or revised) which governs certain aspects of the relationship between the Transporter and the Shippers on the Transportation System;

"**Commissioning Connected System Point**" has the meaning given to it in Part H (*Operations*) Section 3.7.4;

"**Commissioning Reverse Flow Arrangements**" has the meaning given to it in Part H (*Operations*) Section 3.7.5;

"**Commissioning Shippers**" has the meaning given to it in Part H (*Operations*) Section 3.7.6;

"**Commission for Regulation of Utilities**" or "**Commission**" shall mean the body established pursuant to Section 8 of the Electricity Act as renamed pursuant to the Energy Act 2016 and S.I. 397 of 2017;

"**Commodity Charges**" means the commodity component of the applicable Tariff;

"**Common Curtilage**" means an enclosed area of land occupied by a single End User;

"**Competent Authority**" means the Department, Commission or any local, national or supra-national agency, authority, department, inspectorate, official, court, tribunal or public or statutory person (whether autonomous or not) of the European Union (including the European Parliament and Council and any Member State of the European Union) or the Isle of Man (or the respective governments thereof) which has jurisdiction where relevant over the Transporter or the Transportation System in relation to any provision contained herein;

"**Competing Capacity**" or "**CC**" in respect of any Capacity Auction is an amount of IP Capacity calculated as the Aggregate Auctionable RoI/NI Capacity minus GB Allocable Capacity;

"**Compressed Natural Gas**" or "**CNG**" means Natural Gas that is compressed to a pressure in the range of 200 – 300 bar for the purpose of use in road transport;

"**Compressed Natural Gas Installation**" or "**CNG Installation**" is an installation for the purpose of compressing natural gas to CNG downstream of an Offtake Point;

"**Confidential Information**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.1;

"**Connected System**" means a transportation system and/or a RNG Delivery Facility physically connected to the Transportation System (including, for the avoidance of doubt, any transportation systems or facilities upstream or downstream of the Transportation System which may not have been constructed or be in operation at the coming into force of this Code) but excluding an Interconnected System;

"**Connected System Agreement**" or "**CSA**" means an agreement of any description entered into by the Transporter (or an Affiliate) and a Connected System Operator containing specific provisions applicable to an Entry Point or a Bi-Directional CSP (as the case may be);

"**Connected System Point**" or "**CSP**" means that point at which the Transportation System and Connected System are physically connected;

"**Connected System Exit Point**" or "**CSEP**" shall mean a point at which Natural Gas is offtaken from the Transmission System to a Connected System and shall for the avoidance of doubt include a Storage Exit Point;

"**Connected System Operator**" means the operator of a Connected System and shall include for the avoidance of doubt the operator of a RNG Delivery Facility;

"**Consequential Loss**" means losses, damages and expenses (including legal expenses) whether or not foreseeable in respect of loss of use of property, loss of contract, profit, production (other than unavoidable loss of production directly caused by a party) or revenue, or business interruption, or other economic or consequential losses, or increased costs of working of either party (and/or Third Parties) howsoever caused under or in connection with this Code and/or any Ancillary Agreement;

"**Consultation Interconnection Provision**" shall have the meaning given to it in Part H (*Operations*) Section 7.2.7;

"**Consumer Price Index**" or "**CPI**" means the consumer price index (all items) of Ireland as published by the Central Statistics Office in Ireland or such other replacement index as may be published from time to time and approved by a Competent Authority. Any reference in this Code to an amount being adjusted in accordance with the CPI shall mean adjustment by multiplying such amount by the following formula:

$$\text{CPI}_Y/\text{CPI}_O$$

where:

$\text{CPI}_Y =$ the average of the monthly values of Consumer Price Index for the twelve (12) months ending three (3) months prior to the start of the last preceding Gas Year; and

$\text{CPI}_O =$ the average of the monthly values of the Consumer Price Index for the twelve (12) months ending three (3) months prior to the Gas Year starting on 1 October, 1999;

"**Contractual Congestion**" and "**Contractually Congested**" have the meaning given to them in Part H (*Operations*) Section 2A.1.1(i);

"**Contractual Congestion Effective Date**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1(k);

"**Contractually Congested Point**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1(j);

"**Contract Year**" means the twelve (12) Month period commencing on:

- (a) the Entry Capacity Effective Date or any anniversary thereof; and/or
- (b) the LDM Capacity Booking Effective Date with respect to LDM Exit Capacity and/or LDM Supply Point Capacity or any anniversary thereof; and/or
- (c) in respect of IP Capacity on the first Day of a Gas Year.

"**Control**" has the meaning given to it in Part I (*Legal and General*) Section 4.6.3;

"**Corresponding Adjacent System IP Capacity**" means in the context of a Capacity Auction, a Bundling Request or a Bundling Notification firm Adjacent System IP Capacity comprising;

- (i) Adjacent System IP Capacity required to offtake natural gas from the Interconnected System when the Capacity Auction, Bundling Request or Bundling Notification is in respect of IP Entry Capacity; or
- (ii) Adjacent System IP Capacity required to deliver natural gas to the Interconnected System where the Capacity Auction, Bundling Request or Bundling Notification is in respect of IP CSEP Offtake Capacity; and
- (iii) in either case of the same class and in respect of a Capacity Auction only of the same duration;

"**Corresponding IS Nomination**" in relation to an IP Nomination or IP Renomination is an IS Nomination submitted by a Counterparty IP Shipper for the same IP, Day, direction and Effective Flow Rate Time as the IP Nomination or IP Renomination submitted by a Shipper and which specifies the Shipper as a counterparty shipper;

"**Counterparty IP Shipper**" means in relation to a Shipper which submits an IP Nomination for delivery of Natural Gas to or offtake of Natural Gas from the Transportation System at an IP, the IS Shipper (which may be the Shipper) which is to offtake such Natural Gas from or deliver such Natural Gas to Interconnected System at the IP;

"**Counterparty Trade Shipper**" has the meaning given to it in Part C (*Capacity*) Section 5.1.5;

"**Counterparty Trading Shipper**" has the meaning in Part D (*Nominations Allocations and Supply Point Administration*) Section 1.2.5A;

"**CSEP Adjustment Quantity**" has the meaning given to it in Part G (*Technical*) Section 4.5.6;

"**CSEP Exit Allocation(s)**" shall mean the quantity of Natural Gas that is allocated in accordance with Part D Section 2.13 or Section 2.14 to a Registered Shipper at a Connected System Exit Point for a Day, and

"**CSEP Exit Nomination(s)**" means a notification by a Shipper which is a Registered Shipper at a Connected System Exit Point (other than an IP CSEP) of its intention to offtake a Nominated Quantity from the Transportation System at a Connected System Exit Point (other than an IP CSEP) and shall include an Interruptible CSEP Exit Nomination; including a CSEP Exit Nomination at a Storage Exit Point;

"**CSEP Exit Reallocation**" shall mean a CSEP Exit Allocation which has been adjusted and/or readjusted in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.14;

"**CSEP Exit Renomination**" means a Renomination with respect to a Valid CSEP Exit Nomination or a Valid CSEP Exit Renomination at the CSEP;

"**CSEP Nominations Limit**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.1;

"**Cumulative Steering Difference**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(j);

"**Daily**" has the meaning given to it in Part C (*Capacity*) Section 1.1.4;

"**Daily Capacity Booking Window**" means the period commencing at start of the Day which is seven Days prior to the requested Capacity Booking Effective Date specified in a request for Short Term Capacity for a duration of a Day, and ending at 03:00 hours on the requested Capacity Booking Effective Date;

"**Daily Entry Capacity**" has the meaning in Part C (*Capacity*) Section 3.1.2(d);

"**Daily Entry Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.3(d);

"**Daily Exit Capacity**" means Daily LDM Exit Capacity and/or Short Term Aggregate DM Exit Capacity for a duration which is Daily and/or Short Term Aggregate NDM Exit Capacity for a duration which is Daily;

"**Daily Imbalance Charge**" means a charge calculated in accordance with Part E (*Balancing and Shrinkage*) Section 1.6.5;

"**Daily Imbalance Quantity**" means an Initial Daily Imbalance Quantity or a Revised Daily Imbalance Quantity or a Final Daily Imbalance Quantity, as the case may be;

"**Daily Interrupted Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.1;

"**Daily Interruptible IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(f);

"**Daily Interruptible IP Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.4 and shall include Daily Interruptible IP VEntry Capacity and Daily Interruptible IP VExit Capacity;

"**Daily Interruptible IP VEntry Capacity**" means for a Day interruptible capacity at an IP VEntry required to deliver Natural Gas at an IP VEntry on a Day;

"**Interruptible IP Capacity Overrun Quantity**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(s);

"**Daily Interruptible IP VExit Capacity**" means for a Day, Interruptible capacity at an IP VExit required to offtake Natural Gas at an IP VExit on a Day;

"**Daily IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(d);

"**Daily IP Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(d);

"**Daily IP CSEP Offtake Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(d);

"**Daily LDM Exit Capacity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.2(d);

"**Daily LDM Exit Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.3(d);

"**Daily Metered**" or "**DM**" has the meaning given to it in Part F (*Administration*) Section 2.1.2;

"**Daily Read Equipment**" means equipment that enables Meter Reads to be obtained by the Transporter remotely at set intervals and comprises:

- (a) a device for capturing from the meter, and/or (where installed) a convertor, data which constitutes or permits the derivation of a Meter Read; and
- (b) equipment required for transmitting such data to the Transporter;

"**Data Controller**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.3;

"**Data Processor**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.4;

"**Data Protection Law**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.5;

"**Data Subject**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.6.

"**Day**" means a period beginning at 05:00 hours on any day and ending at 05:00 hours on the following day and the word "**Daily**" shall be construed accordingly;

"**day**" means a calendar day;

"**Day D**" or "**D**" means the Day on which an activity pursuant to this Code is scheduled or requested to occur or should have occurred;

"**Day D+1**" or "**D+1**" means the Day immediately following Day D and references in this Code to "**D +**" or "**D-**" followed by a number shall be construed accordingly;

"**Deemed Contractually Congested Point**" shall have the meaning given to it in Part H (*Operations*) Section 2A.1.4;

"**Default Notice**" has the meaning given to it in Part I (*Legal and General*) Section 4.4.1(a);

"**Defaulting Party**" has the meaning given to it in Part I (*Legal and General*) Section 4.4.1;

"**Deferral Request**" has the meaning given to it in Part C (*Capacity*) Section 6.1.12;

"**Delivery Characteristics**" means the actual components and properties of the Natural Gas;

"**Delivery Facility Operator**" means the operator for the time being of a RNG Delivery Facility;

"**Demand Assessment Report**" has the meaning in Part H (*Operations*) Section 8.3;

"**Demand Indication**" has the meaning in Part H (*Operations*) Section 8.2;

"**Demand Indication Fee**" or "**DIF**" means the fee payable by a Shipper or interested third party submitting a Demand Indication and which fee shall be as published by the Transporter with the approval of the Commission;

"**Department**" shall mean the government department which has jurisdiction over the Transporter from time to time;

"**Deregistration Application**" has the meaning given to it in Part F (*Administration*) Section 1.8.2;

"**Deregistration Procedures**" shall mean Procedures of that name published by the Transporter from time to time and approved by the Commission;

"**Digital Certificates**" means electronic documents issued by the Transporter that verify an Authorised User's identity by validating that Authorised User's public key as part of a public-private key encryption system;

"**Difficult Day**" has the meaning given to it in Part H (*Operations*) Section 2.2.1;

"**direction**" or "Direction" or direction of gas flow:

- (1) for the purpose of any IP Nomination shall be;
 - (i) the IP Nomination is in respect of a quantity of Natural Gas to be delivered to the Transportation System at an Interconnection Point and offtaken from the Interconnected System at that Interconnection Point; or
 - (ii) the IP Nomination is in respect of a quantity of Natural Gas to be offtaken from the Transportation System at an Interconnected Point for delivery to the Interconnection System at that Interconnection Point; and
- (2) for the purposes of IP Capacity shall be interrupted in accordance with Part C (*Capacity*) Section 1.1.2:

"**Directive**" means any present or future directive, regulation, request, requirement, instruction, code of practice, the Transportation Licences, Shipping Licence, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force), and any modification, extension or replacement thereof;

"**Disbursements Account**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.1;

"**Disclosed Personal Data**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.7;

"**Disclosing Party**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.7;

"**Disclosing Data Controller**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.8;

"**Discontinuing Shipper**" has the meaning given to it in Part I (*Legal and General*) Section 9.5.2;

"Dispatch Notice" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.8;

"Dispute" has the meaning given to it in Part I (*Legal and General*) Section 6.1.1(a);

"Dispute Notice" has the meaning given to it in Part I (*Legal and General*) Section 6.1.1(b);

"Distribution System" means the Transporter's distribution pipelines (as that term is defined in the Act) that are designed to operate at a pressure of sixteen (16) bar or below, and all associated and ancillary facilities to such pipeline system operated by the Transporter;

"Distribution System Operator Licence" means the distribution system operator licence granted to the Transporter by the Commission pursuant to section 16(1) of the Act on 4 July 2008;

"Distribution System Owner" means the Transporter acting in its capacity as licensee under the Distribution System Owner Licence and its permitted successors and/or assigns;

"Distribution System Owner Licence" means the distribution system owner licence issued granted to Bord Gáis Éireann by the Commission pursuant to Section 16(1)(f) of the Act on 04 July 2008 and vested in the Transporter;

"Distribution System Shrinkage Costs" means Shrinkage Costs attributed to the Distribution System;

"Distribution System Shrinkage Factor" means a factor expressed as a percentage, approved by the Commission and published by the Transporter from time to time;

"Distribution System Shrinkage Gas" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.1.1;

"DM" or **"Daily Metered"** has the meaning given to it in Part F (*Administration*) Section 2.1.2(b);

"DM Exit Allocation" means an Exit Allocation for a Shipper at or in respect of DM Offtakes at which the Shipper is a Registered Shipper made in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.2;

"DM Exit Capacity" means capacity at a DM Exit Point required for the offtake of Natural Gas from the Transmission System at a TCDM Exit Point or capacity in the Transmission System required for onward delivery of Natural Gas to the Distribution System for offtake at a DM Supply Point;

"DM Exit Capacity Overrun" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(h);

"DM Exit Capacity Overrun Quantity" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(k);

"DM Exit Capacity Revision Request" has the meaning given to it in Part C (*Capacity*) Section 7.7.1;

"**DM Exit Nomination**" means a notification by a Shipper to the Transporter of its intention to offtake a Nominated Quantity from the Transportation System on a Day at or in respect of one or more DM Offtakes at which the Shipper is the Registered Shipper;

"**DM Offtake**" means either a DM Supply Point or a TCDM Exit Point;

"**DM Supply Point**" means a point at which Natural Gas is offtaken from the Distribution System and comprises one or more DM Gas Points within a Common Curtilage serving a single End User;

"**DM Supply Point Capacity**" means capacity at a DM Supply Point required for the offtake of Natural Gas from the Distribution System at that DM Supply Point;

"**DM Supply Point Capacity Overrun**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(o);

"**DM Supply Point Capacity Reduction Effective Date**" has the meaning given to it in Part C (*Capacity*) Section 8.5.16;

"**DM Supply Point Capacity Reduction Period**" has the meaning given to it in Part C (*Capacity*) Section 8.5.17;

"**DM Supply Point Capacity Reduction Request**" has the meaning given to it in Part C (*Capacity*) Section 8.5.12;

"**DM Supply Point Capacity Revision Request**" has the meaning given to it in Part C (*Capacity*) Section 8.5.6;

"**Double Sided**" means in respect of an IP Nomination an IP Nomination which is submitted by a Shipper to the Transporter in accordance with this Code and where a separate nomination is submitted to the Adjacent TSO in accordance with the Adjacent TSO Transportation Arrangements and "**Double Sided IP Nomination**" and "**Double Sided IP Renomination**" shall be construed accordingly;

"**Due Date**" has the meaning given to it in Part I (*Legal and General*) Section 11.4.1;

"**Economic Test**" means the test identified as such in any joint project proposal submitted in accordance with Part H (*Operations*) Section 8.5.1 as approved in any decision of the Commission and any other regulatory authority published in accordance with Part H (*Operations*) Section 8.5.2;

"**Effective Date**" has the meaning given to it in Part C (*Capacity*) Section 7.7.2(a);

"**Effective Flow Rate Time**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.10.1;

"**EIC**" means the unique energy identification code issued to a Shipper or shippers or the Transporter in accordance with the energy identification coding scheme standardised and maintained by ENTSOE;

"**Electricity Act**" means the Electricity Regulation Act 1999;

"**Emergency**" has the meaning given to it in Part H (*Operations*) Section 1.1.1;

"**Emergency Report**" has the meaning given to it in Part H (*Operations*) Section 1.12.1;

"Emergency Steps" has the meaning given to it in Part H (*Operations*) Section 1.2.1;

"End of Day Quantity" or "EODQ" or "EODQ" means the quantity of Natural Gas to be delivered at an Entry Point (which is not an IP Entry Point) on a Day as notified to the Transporter by an agent appointed pursuant to the Entry Point Procedures, applicable Bi-Directional CSP Procedures or notified pursuant to the applicable CSA or where there is no such agent or applicable CSA in place, or where there is no such quantity notified by such agent or pursuant to a CSA, the aggregate of all Valid Entry Nominations and Valid Entry Renominations by all Registered Shippers at the relevant Entry Point in respect of the Day;

"End User" means any third party which has entered into an agreement with a Shipper to purchase and/or utilise Natural Gas to be offtaken from the Transportation System by that Shipper at an Offtake Point. For the avoidance of doubt, an End User shall not include a Connected System Operator or a person offtaking Natural Gas for onward delivery through a Connected System;

"End User Agreement" means an agreement relating to a LDM Offtake Point or DM Offtake entered into by the Transporter and the End User at such LDM Offtake Point or DM Offtake in such form as may be agreed from time to time between the Transporter and the Commission;

"End User's Facilities" means any facilities, equipment or other property of an End User, or of a Shipper downstream of an Offtake Point, in respect of which Natural Gas is offtaken from the Transportation System at such Offtake Point(s), which Natural Gas is to be used in respect of such End User's Facilities (including any plant or equipment in which Natural Gas is compressed or otherwise treated before being consumed);

"Entry Allocation" means the quantity of Natural Gas that is allocated in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Sections 2.3, 2.4, 2.5 and/or 2.6 to a Registered Shipper at an Entry Point for a Day or in the case of an Entry Point configured within a Bi-Directional CSP the quantity allocated in accordance with the provisions of Sections 2.12 to 2.15;

"Entry Allocation Agent" means a person who has been appointed by all Registered Shippers at an Entry Point to deal on their behalf with respect to Entry Point Procedures (including Allocations) in respect of that Entry Point which have been accepted by the Transporter in accordance with Part H (*Operations*) Section 3 (*Entry Points*);

"Entry and Exit Capacity Overrun Disbursements Account" means an account of that name established by the Transporter pursuant to Part C (*Capacity*) Section 11.1;

"Entry Capacity" means capacity at an Entry Point to the Transmission System or at an RNG Entry Point required to take delivery of Natural Gas to the Transportation System and shall, save where the context otherwise requires exclude IP Entry Capacity;

"Entry Capacity Booking" has the meaning given to it in Part C (*Capacity*) Section 3.2.9;

"Entry Capacity Booking Period" means the duration for which a Shipper books Long Term Entry Capacity or Short Term Entry Capacity pursuant to this Code commencing on the applicable Entry Capacity Effective Date;

"**Entry Capacity Booking Reference**" has the meaning given to it in Part C (*Capacity*) Section 13.5;

"**Entry Capacity Charges**" has the meaning given to it in Part C (*Capacity*) Section 3.4.1;

"**Entry Capacity Effective Date**" means the first Day of an Entry Capacity Booking and which shall be the first Day of a calendar month where the Entry Capacity Booking relates to Monthly Entry Capacity or Long Term Entry Capacity and means the Day in respect of which capacity is booked where the Entry Capacity Booking relates to Daily Entry Capacity;

"**Entry Capacity Overrun**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(d);

"**Entry Capacity Overrun Charge**" has the meaning given to it in Part C (*Capacity*) Section 11.3.6(a);

"**Entry Capacity Overrun Quantity**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(e);

"**Entry Capacity Request**" means a Long Term Entry Capacity Request or a Short Term Entry Capacity Request as the case may be;

"**Entry Capacity Trade**" has the meaning given to it in Part C (*Capacity*) Section 4.1.2;

"**Entry Capacity Trade Quantity**" has the meaning given to it in Part C (*Capacity*) Section 4.1.4(c);

"**Entry Capacity Trade Reference**" has the meaning given to it in Part C (*Capacity*) Section 13.7.1;

"**Entry Capacity Trade Registration Request**" has the meaning given to it in Part C (*Capacity*) Section 4.1.4;

"**Entry Nomination**" means a notification by a Shipper at an Entry Point (which is not an IP Entry Point) to the Transporter of its intention to deliver a Nominated Quantity to the Transportation System at such Entry Point on a Day;

"**Entry Overrun Tolerance**" has the meaning given to it in Part C (*Capacity*) Section 11.3.4(a);

"**Entry Point**" means a point at which Natural Gas is (or may in the future be) transferred from a Connected System (including, for the avoidance of doubt, any systems or facilities which may be constructed after the coming into force of this Code) to the Transportation System including the Inch Entry Point, references to an Entry Point shall include a reference to an RNG Entry Point;

"**Entry Point Adjustment Quantity**" has the meaning given to it in Part G (*Technical*) Section 4.5.4;

"**Entry Point Commencement Date**" has the meaning given to it in Part F (*Administration*) Section 1.3.4;

"**Entry Point Measurement Provisions**" has the meaning given to it in Part H (*Operations*) Section 3.1.2(c);

"Entry Point Offtake Adjustment Quantity" has the meaning given to it in Part G (*Technical*) Section 4.5.9;

"Entry Point Procedures" has the meaning given to it in Part H (*Operations*) Section 3.8.1;

"Entry Point Requirements" has the meaning given to it in Part H (*Operations*) Section 3.1.2;

"Entry Point Transfer" has the meaning given to it in Part C (*Capacity*) Section 6.1.1;

"Entry Point Transfer Cancellation Request" has the meaning given to it in Part C (*Capacity*) Section 6.1.15;

"Entry Point Transfer Effective Date" has the meaning given to it in Part C (*Capacity*) Section 6.1.2;

"Entry Point Transfer Reference" has the meaning given to it in Part C (*Capacity*) Section 13.8.2;

"Entry Point Transfer Request" has the meaning given to it in Part C (*Capacity*) Section 6.1.6;

"Entry Point Variance Percentage" means the percentage variance between the MeDQ and EODQ at an Entry Point on a Day calculated in accordance with Part E (*Balancing and Shrinkage*) Section 1.8.2;

"Entry Point Variance Tolerance" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.7.7;

"Entry Reallocation" means an Initial Entry Allocation which has been adjusted and/or readjusted between 16:00 hours on D+1 and 16:00 hours on D+4 by an Entry Allocation Agent in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.4.4 or by the Transporter in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Sections 2.5.6 and/or 2.5.10 (as the case may be);

"Entry Renomination" means a Renomination with respect to a Valid Entry Nomination or a Valid Entry Renomination by a Registered Shipper at an Entry Point;

"Entry Scheduling Charge" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.1(a)(i);

"Entry Scheduling Charge Quantity" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.1(a)(iv);

"Entry Scheduling Quantity" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.1(a)(ii);

"Entry Scheduling Tolerance" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.1(a)(iii);

"Entry Specification" has the meaning given to it in Part G (*Technical*) Section 1.1.1;

"Entry Tolerance" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.7.2;

"**ENTSOE**" means the European network of transmission system operators for electricity;

"**ENTSOG**" means the European network of transmission system operators for gas;

"**ENTSOG Auction Calendar**" means a table displaying information relating to specific Capacity Auctions which shall be published by ENTSOG by January of every calendar year for auctions taking place during the period of March until February of the following calendar year and consisting of all relevant timings for Capacity Auctions, including starting dates and Standard Capacity Products to which they apply;

"**Error**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.10.6;

"**Estimated Distribution System Shrinkage Gas**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.1(a);

"**Estimated Transmission System Shrinkage Gas**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.1(b);

"**Estimated Transportation System Shrinkage Gas**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.1(c);

"**EURIBOR**" means, in relation to any amount to be advanced to, or owing by either the Transporter or a Shipper hereunder on which interest for a given period is to accrue:

- (a) the percentage rate per annum equal to the offered quotation which appears on the page of the Telerate Screen which displays an average rate of the European Banking Federation for the Euro (being currently pages 248 & 249) for such period at or about 11:00 a.m. (Central European Time) on the quotation date for such period or, if such page or such service shall cease to be available, such other page or such other service for the purpose of displaying an average rate of the Banking Federation of the European Union as the Transporter shall select; or
- (b) if no quotation for the Euro for the relevant period is displayed and the Transporter has not selected an alternative service on which a quotation is displayed, the arithmetic mean (rounded upwards to four decimal places) of the rates (as notified to the Transporter) at which each of the Reference Banks was offering to prime banks in the European interbank market deposits in the Euro of an equivalent amount for such period at or above 11:00 a.m. (Central European Time) on the quotation date;

"**Euro**" or "**€**" means the single currency of participating member states of the European Union (as described in any EMU legislation);

"**Exceptional Event**" has the meaning given to it in Part H (*Operations*) Section 1.1.2;

"**Exit Allocation**" means the quantity of Natural Gas that is allocated to a Shipper in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7 or Part D Section 2.8 as having been offtaken from the Transportation System by a Shipper on a Day;

"**Exit Capacity**" means LDM Exit Capacity, DM Exit Capacity and/or NDM Exit Capacity as the case may be;

"Exit Capacity Booking Period" means the duration for which the Shipper books Long Term Exit Capacity at or in respect of an LDM Offtake or for which the Shipper books Short Term Exit Capacity commencing in each case on the applicable Exit Capacity Effective Date;

"Exit Capacity Booking Reference" has the meaning given to it in Part C (*Capacity*) Section 13.6;

"Exit Capacity Charges" has the meaning given to it in Part C (*Capacity*) Section 7.14.1;

"Exit Capacity Effective Date" means a LDM Capacity Booking Effective Date, or in the case of Long Term DM Exit Capacity or Long Term NDM Exit Capacity the Day with effect from which the Shipper becomes the Registered Shipper at the relevant DM Offtake or NDM Supply Point or the Effective Date or the Short Term Aggregate DM Exit Capacity Effective Date and/or the Short Term Aggregate NDM Exit Capacity Effective Date (as the case may be);

"Exit Capacity Overrun" has the meaning given to in Part C (*Capacity*) Section 11.2.1(f);

"Exit Capacity Overrun Charge" has the meaning given to it in Part C (*Capacity*) Section 11.4.5(a);

"Exit Capacity Overrun Quantity" means a LDM Exit Capacity Overrun Quantity or a DM Exit Capacity Overrun Quantity;

"Exit Capacity Transfer" has the meaning given to it in Part C (*Capacity*) Section 9.1.1(a);

"Exit Capacity Transfer Reference" has the meaning given to it in Part C (*Capacity*) Section 13.8.3;

"Exit Capacity Transfer Request" has the meaning given to it in Part C (*Capacity*) Section 9.1.1(b);

"Exit Nomination" means one or more of a LDM Exit Nomination, a DM Exit Nomination, a NDM Exit Nomination, a Sub-Sea I/C Offtake Nomination as the context may require;

"Exit Point" means a LDM Exit Point or a TCDM Exit Point;

"Exit Reallocation" means an Initial Exit Allocation which has been adjusted and/or readjusted between 16:00 hours on D+1 and 16:00 hours on D+4 in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.8;

"Exit Renomination" means a Renomination with respect to a Valid Exit Nomination or a Valid Exit Renomination by a Registered Shipper at an Offtake Point;

"Exit Scheduling Charges" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.3(a)(i);

"Exit Scheduling Charge Quantity" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.3(a)(iii);

"Exit Scheduling Tolerance" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.10.3(a)(ii);

"Exit Tolerance" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.7.3;

"Expert Referral Notice" has the meaning given to it in Part I (*Legal and General*) Section 6.3.2(a);

"Extension Application" has the meaning given to it in Part C (*Capacity*) Section 3.3.4;

"Failed Supplier" shall mean a Supplier identified by the Commission as such in a Last Resort Supply Direction. For the avoidance of doubt the Supplier so identified may be a Shipper.

"Failure to Interrupt Charge" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.14;

"Failure to Interrupt Tolerance Quantity" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.15;

"f factor" means a share of the then present value of the estimated increase of the allowed revenue of the Transporter associated with the amount of Incremental Capacity included in a particular Offer Level which must be covered by the present value of binding commitments of Shippers and as approved by the Commission;

"Final Allocation(s)" means a Final Entry Allocation, a Final CSEP Exit Allocation or a Final LDM Exit Allocation, a Final LDM Supply Point Allocation, a Final DM Exit Allocation, a Final DM Supply Point Allocation, a Final NDM Exit Allocation or a Final Sub-Sea Offtake Allocation;

"Final CSEP Exit Allocation(s)" shall mean a CSEP Exit Allocation made by the Transporter at 16:00 on D + 5 in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.15;

"Final Daily Imbalance Quantity" of "**IMB_{Final}**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.5.3;

"Final Distribution System Shrinkage Gas Attribution" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.3(d);

"Final DM Exit Allocation" means a DM Exit Allocation which is a Final Exit Allocation;

"Final Entry Allocation" means the Entry Allocation made at 16:00 hours on D+5 in respect of a Shipper in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Sections 2.4.6 and 2.6;

"Final Exit Allocation(s)" means the quantity of Natural Gas (in kWh) that is allocated to a Shipper at or in respect of an Offtake Point(s) in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.9 as having been offtaken from the Transportation System by such Shipper on a Day;

"Final Inputs" means the quantity calculated pursuant to Part E (*Balancing and Shrinkage*) Section 1.5.3;

"Final IP CSEP Offtake Allocation(s)" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1 (aa);

"**Final IP Entry Allocation(s)**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(o);

"**Final IP VEntry Allocation(s)**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(u);

"**Final IP VExit Allocation(s)**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(p);

"**Final LDM Exit Allocation**" means a LDM Exit Allocation which is a Final Exit Allocation;

"**Final NDM Exit Allocation**" means a NDM Exit Allocation which is a Final Exit Allocation;

"**Final Outputs**" means the quantity calculated pursuant to Part E (*Balancing and Shrinkage*) Section 1.5.3;

"**Final Sub-Sea I/C Offtake Allocation(s)**" means Sub-Sea I/C Offtake Allocation made at 16:00 hours on M+5 to a Shipper in respect of the Sub-Sea I/C Offtake in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.9;

"**Final Supply Point Allocation(s)**" means the Supply Point Allocation made by the Transporter at 16:00 hours on M+5 in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.10.5;

"**Final Transmission System Shrinkage Gas Attribution**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.3(e);

"**Financial Security Policy**" means the Policy of that name published by the Transporter from time to time approved by the Commission;

"**First Commercial Gas Date**" means the Day on which Natural Gas (other than commissioning gas) is first produced from a New Gas Source and made available for delivery to the Transmission System at an Entry Point;

"**First Quarterly IP Capacity Auction**" shall mean the Annual Quarterly IP Capacity Auction which takes place prior to the commencement of Q1 of the Gas Year which commences after that auction and at which Bundled IP Capacity and/or Unbundled IP Capacity may be made available for a duration which is Quarterly and concurrently in respect of each of Q1, Q2, Q3 and Q4 of the upcoming Gas Year;

[*"First I/C Inventory Booking" has the meaning given to it in Part J.1 (Inventory Product Service) Section 1.6.2;*]

"**First Shipper**" has the meaning given to it in Part H (*Operations*) Section 1.11.2;

"**First Tier Imbalance Price**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(c);

"**First Tier Imbalance Quantity**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(a);

"**First Time Undersell**" or "**FTU**" means an occurrence where the Aggregate Bid Quantity in an Ascending Clock Auction is less than the applicable Auctionable Capacity offered at the end of the second Bidding Round of that Ascending Clock

Auction or at the end of a subsequent Bidding Round in that Ascending Clock Auction;

"**Flow Rate**" means the rate of flow of Natural Gas expressed in kW;

"**Force Majeure**" has the meaning given to it in Part I (*Legal and General*) Section 3.1.1;

"**Forum**" has the meaning given to it in Part I (*Legal and General*) Section 1.2.1;

"**Fourth Quarterly IP Capacity Auction**" shall mean the Annual Quarterly IP Capacity Auction which takes place prior to the commencement of Q4 of a Gas Year and at which Bundled IP Capacity and/or Unbundled IP Capacity may be made available for a duration which is Quarterly and in respect of Q4 of that Gas Year;

"**Framework Agreement**" means the agreement of that name entered into between the Transporter and a Shipper, whereby the Transporter and the Shipper agree to be bound by the terms of this Code in such form as may be agreed from time to time between the Transporter and the Commission;

"**FTU Bidding Round**" means the Bidding Round in which a First Time Undersell occurs;

"**Gas Act**" means the Gas Act 1976;

"**Gas Point**" is a metered point at which Natural Gas may be offtaken from the Transportation System for the purposes of supplying Natural Gas to an End User's Facilities and references to "**DM Gas Point**", "**LDM Gas Point**" and "**NDM Gas Point**" shall be construed accordingly;

"**Gas Point Classification**" has the meaning given to it in Part F (*Administration*) Section 2.1.1;

"**Gas Point Register**" or "**GPR**" has the meaning given to it in Part F (*Administration*) Section 4.2;

"**Gas Point Registration Number**" or "**GPRN**" means the unique registration number allocated by the GPRO to a Gas Point;

"**Gas Point Registration Operator**" or "**GPRO**" has the meaning given to it in the Transmission Licence;

"**Gas Source**" means an offshore gas field and associated facilities for production, processing and transportation of Natural Gas from a gas field to an Entry Point, and authorised pursuant to a Petroleum Lease (including, for the avoidance of doubt, an addendum to a Petroleum Lease), and including, for the avoidance of doubt, any upstream facilities connecting the Gas Source to the Transportation System;

"**Gas Year**" means the period of time beginning at 05:00 hours from 1 October of any year to 05:00 hours on 1 October of the next succeeding calendar year;

"**GB Allocable Capacity**" means in respect of a Capacity Auction the total quantity of Adjacent System IP Capacity made available by the Adjacent TSO at the Moffat Interconnection Point for allocation across both the GB-RoI Auction and the GB-NI Auction;

"**GB-NI Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.6.2;

"**GB RoI Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.6.2;

"**GNI Interruption Arrangements**" shall mean the arrangements for Interruption at an IP VEntry and/or IP VExit as set out in this Code;

"**GNI (UK) Network**" means the Natural Gas transportation system operated by GNI (UK) which is physically connected with the Transportation System at the South-North IP;

"**GNI (IT) Systems**" (formerly BGT Systems) means the market facing electronic information systems (as used by the Transporter and made available by the Transporter to Shippers for certain transportation and network related activities and as contemplated by this Code (as those systems are modified from time to time). Any reference to GNI (IT) Systems shall, where the context so requires be a reference to any part thereof;

"**GNI (IT) Systems Access Agreement**" means the agreement of that name (or known or formerly known as a BGT Systems Access Agreement) as may be entered into by the Transporter and a Shipper in such form as agreed from time to time between the Transporter and the Commission;

"**GNI Systems Access Procedures**" (formerly the BGT Systems Access Procedures) means the Procedures of that name published by the Transporter from time to time and approved by the Commission;

"**GNI Tripartite Agreement**" means the agreement of that date made between the Transporter, its Affiliate GNI (UK) Limited and NGG in relation to arrangements at the Interconnection Point at Moffat;

"**GPRO Procedures**" means the Procedures of that name published by the GPRO from time to time and approved by the Commission;

"**Hardware**" shall mean any hardware which is used by the Shipper to facilitate access to GNI (IT) Systems or any part thereof in accordance with the Code;

"**Highest Bid Price**" has the meaning given to it in Part C (*Capacity*) Section 2.11.2;

"**household customers**" has the meaning given to it in Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009;

"**Hydrocarbon Dewpoint**" means the temperature at which gaseous hydrocarbons within Natural Gas condense to form liquids;

"**IBP**" means the Irish Balancing Point, a notional point on the Transmission System at which IBP Sell Nominations, IBP Buy Nominations, IBP Sell Renominations and IBP Buy Renominations are transacted;

"**IBP Allocation**" means the quantity of Natural Gas that is allocated in respect of IBP Sell Allocations and/or IBP Buy Allocations in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.11 as having been relinquished or acquired by a Shipper at the IBP on a Day;

"**IBP Balancing Trades**" means where the Transporter and the Shipper acquire and/or relinquish Natural Gas at the IBP;

"**IBP Buy Allocation**" means the Nominated Quantity in the Valid IBP Buy Nomination on a Day;

"IBP Buy Nomination" means a notification submitted by a Shipper in connection with a quantity of Natural Gas to be acquired at the IBP on a Day by such Shipper;

"IBP Marginal Buy Price" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

"IBP Marginal Sell Price" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

"IBP Nomination" means an IBP Buy Nomination and/or an IBP Sell Nomination;

"IBP Renomination" means a revision of a Nominated Quantity or Renominated Quantity in an earlier Valid IBP Nomination or Valid IBP Renomination;

"IBP Sell Allocation" means the Nominated Quantity in the Valid IBP Sell Nomination on a Day;

"IBP Sell Nomination" means a notification submitted by a Shipper in connection with a quantity of Natural Gas that is to be relinquished at the IBP on a Day by such Shipper;

["I/C Inventory Agreement" means an agreement relating to I/C Inventory Space entered into by the Transporter and a Shipper in such form as may be agreed from time to time between the Transporter and the Commission;]

["I/C Inventory Space Booking Methodology" has the meaning given to it in Part J.1 (Inventory Product Service) Section 1.4.1;]

["I/C Inventory Space" is an amount of capacity reserved by a Shipper at the VIP in accordance with the Code and Shipper's I/C Inventory Agreement;]

["I/C Inventory Space Booking Effective Date" means the first Day of a Shipper's I/C Inventory Space Booking Period pursuant to an I/C Inventory Agreement;]

"I/C Inventory Space Booking Period" means the period in respect of which a Shipper has booked I/C Inventory Space pursuant to an I/C Inventory Agreement;

"I/C Inventory Space Charges" has the meaning given to it in Part J.1 (Inventory Product Service) Section 1.5.1;]

"Imbalance Gas Transportation Costs" means the costs associated with the delivery of Natural Gas from the UK NBP to the Transportation System calculated by the Transporter, approved by the Commission and published by the Transporter from time to time;

"Implied Nomination Flow Rate" or **"INFR"** means the rate (in kWh) at which a Nominated Quantity, Renominated Quantity IP Nominated Quantity or IP Renominated Quantity is deemed to be delivered to or offtaken from the Transportation System on a Day as determined in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.5;

"Inch Bi-Directional CSP" means the Bi-Directional CSP located at Inch County Cork as referred to in Part H (*Operations*) Section 5.4;

"Inch Entry Point" or **"Inch"** means the flange, weld or other agreed mark at the final outlet from the Inch delivery facilities and connecting the Inch delivery facilities to the Transportation System;

"Inch Operator" means the operator of the Inch delivery facilities;

"Inch Production Gas" means Natural Gas which is produced from the Gas Source upstream of the Inch Entry Point for delivery to the Transportation System at the Inch Sub-Entry Point (Production) at the Inch Entry Point;

"Inch Shipper Registration Request" has the meaning given to it in Part F (*Administration*) Section 1.10.1;

"Inch Storage Exit Point" means the Storage Exit Point at Inch;

"Inch Storage Gas (Entry)" means Natural Gas sourced from the Inch Storage Facility for delivery to the Transportation System at the Inch Sub-Entry Point (Storage) at the Inch Entry Point;

"Inch Storage Register" has the meaning given to it in Part F (*Administration*) Section 1.9.1;

"Inch Sub-Entry Point (Production)" means the notional entry point at the Inch Entry Point at which Inch Production Gas is delivered or tendered for delivery to the Transportation System;

"Inch Sub-Entry Point (Storage)" means the notional entry point at the Inch Entry Point at which Inch Storage Gas (Entry) is delivered or is tendered for delivery to the Transportation System;

"Incremental Capacity" means:

- (i) a possible future increase in the amount of Technical Capacity at an Interconnection Point, or
- (ii) creation of a class of capacity which is firm at an Interconnection Point which class of capacity was not previously available at that Interconnection Point; and/or
- (iii) the creation of a new Interconnection Point;

and in each case based on investment in physical infrastructure or long term capacity optimisation and which capacity will be created and allocated in accordance with Part H (*Operations*) Section 8 subject to the positive outcome of an economic test as specified in any Incremental Capacity Project;

"Incremental Capacity Process" has the meaning in Part H (*Operations*) Section 8;

"Incremental Capacity Project" means the technical studies, project design, planning, permitting, procurement, construction, wayleave and property acquisition, installation and commissioning of facilities including any pipelines and other installations and equipment necessary or prudent to make Incremental Capacity available to Shippers;

"IND" has the meaning in Article 24 of EU Regulation 2017/460 of 16 March 2017 establishing a network code on harmonised transmission tariff structures for gas;

"Initial Allocation" means an allocation made in respect of a Shipper for a Day on or prior to 16:00 on D +1;

"Initial CSEP Exit Allocation" means a CSEP Exit Allocation made on or prior to 16:00 on D + 1 for a Registered Shipper at a CSEP in accordance with Part D

(*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.13 or Section 2.14;

"Initial CSP Allocation Adjustment Request" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.14.4;

"Initial Daily Imbalance Quantity" or **"IMB_{Initial}"** has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.5.1;

"Initial Distribution System Shrinkage Gas Attribution" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.3(c);

"Initial DM Exit Allocation" means an Initial Exit Allocation made on or prior to 16:00 hours on D+1 in aggregate for a Shipper in respect of all DM Offtakes at which such Shipper is the Registered Shipper in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.2;

"Initial Entry Allocation" means the Entry Allocation made in respect of a Registered Shipper at an Entry Point and notified to such Shipper in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.4.2(d) or Section 2.5.1 (as the case may be);

"Initial Entry Allocation Adjustment Request" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.5.4;

"Initial Exit Allocation" means an Initial LDM Exit Allocation, an Initial DM Exit Allocation or an Initial NDM Exit Allocation, as appropriate;

"Initial Exit Allocation Adjustment Request" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.8.2;

"Initial Inputs" means the quantity calculated pursuant to Part E (*Balancing and Shrinkage*) Section 1.5.1;

"Initial IP CSEP Offtake Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(z);

"Initial IP Entry Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(q);

"Initial IP VEntry Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(v);

"Initial IP VExit Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(r);

"Initial LDM Exit Allocation" means an Initial Exit Allocation made on or prior to 16:00 hours on D+1 to a Shipper in respect of an LDM Offtake in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.1;

"Initial NDM Exit Allocation" means an Initial Exit Allocation made on or prior to 16:00 hours on D+1 in aggregate for a Shipper in respect of all NDM Supply Points at which such Shipper is a Registered Shipper in accordance with Section Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) 2.7.3;

"Initial Outputs" means the quantity calculated pursuant to Part E (*Balancing and Shrinkage*) Section 1.5.1;

"Initial Sub-Sea I/C Offtake Allocation" means an initial Sub-Sea I/C Offtake Allocation made on or prior to 16:00 hours on D + 1 to a Shipper in respect of the Sub-Sea I/C Offtake in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.4;

"Initial Supply Point Allocation" means the Supply Point Allocation made on or prior to 16:00 hours on D+1 in respect of a Registered Shipper at a Supply Point in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.10;

"Initial Transmission System Shrinkage Gas Attribution" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.3(e);

"Initiating TSO" means in respect of an IP the relevant transmission system operator being either the Transporter (or its Affiliate) or the Adjacent TSO at that IP and which is identified as such in or pursuant to the applicable Interconnection Agreement at that IP;

"Instantaneous Energy Rate" means the Instantaneous Flow Rate multiplied by the applicable Calorific Value expressed in kWh that is being delivered at an Entry Point or offtaken at an Offtake Point;

"Instantaneous Flow Rate" means the volume of Natural Gas measured in mscm/Day as being delivered at an Entry Point or offtaken at an Offtake Point at any moment in time;

"Interconnected System" means a transmission system with which the Transportation System is interconnected at an IP and shall include the National Grid Gas (NGG) System in GB and the GNI (UK) System at Gormanston, Co. Meath but excluding any storage facility or production facility;

"Interconnected System Interruption Arrangements" shall mean the arrangements for interruption at an Interconnection Point pursuant to the applicable Interconnected System Transportation Arrangements;

"Interconnected System Nomination" or **"IS Nomination"** means a nomination (and/or a renomination) to the Adjacent TSO (pursuant to the Interconnected System Transportation Arrangements) at an Interconnection Point in respect of a quantity of Natural Gas to be delivered to or offtaken from the Interconnected System at an Interconnection Point (and which may be Single Sided or Double Sided);

"Interconnected System Shipper" or **"IS Shipper"** is a shipper pursuant to the Interconnected System Transportation Arrangements on the Interconnected System at an IP, who may also be a Shipper;

"Interconnected System Transportation Arrangements" means the contractual provisions related to the operation of the Interconnected System and which govern certain aspects of the relationship between the relevant Adjacent TSO and shippers on the Interconnected System;

"Interconnection Agreement" has the meaning given to it in Part H (*Operations*) Section 7.1.3;

"Interconnection Point" or **"IP"** means a connected system point at which the Transmission System is physically connected with an Interconnected System insofar as such point is subject to booking procedures by Shippers and shall include the point at which the Transportation System is physically connected to the NGG System at Moffat

in Scotland and the point at which the Transportation System is physically connected to the GNI (UK) Network at Gormanston, Co. Meath;

"**Interconnection Point Capacity Report**" has the meaning given to it in Part H (*Operations*) Section 2A.3.1;

"**Interconnector Treaty**" has the meaning given to it in Part I (*Legal and General*) Section 12.10.2;

"**Interconnector Treaties**" means the Interconnector Treaty and the Second Interconnector Treaty;

"**Interim Period**" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1;

"**Interruptible CSEP Exit Nomination**" means a CSEP Exit Nomination which is Interruptible pursuant to this Code;

"**Interruptible IP Capacity**" means Interruptible IP VEntry Capacity and/or Interruptible IP VExit Capacity as the case may be;

"**Interruptible IP Capacity Booking**" means a booking of Daily Interruptible IP VEntry Capacity or a IP VExit Capacity made in accordance with this Code;

"**Interruptible IP Capacity Overrun Quantity**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(s);

"**Interruptible IP Charges**" has the meaning given to it in Part C (*Capacity*) Section 2.13.2;

"**Interruptible IP Nominations**" means an IP VEntry Nomination and/or an Interruptible IP VExit Nomination as the case may be;

"**Interruptible IP VEntry Capacity**" means capacity at an IP VEntry required to deliver (in accordance with this Code) Natural Gas at an IP VEntry on a Day and which capacity is Interruptible in accordance with this Code;

"**Interruptible IP VExit Capacity**" means capacity at an IP VExit required to offtake (in accordance with this Code) Natural Gas at an IP VExit on a Day and which capacity is Interruptible;

"**Interruption**" means at a CSEP (other than an IP CSEP) at an IP VEntry or at an IP VExit interruption or limitation on the Transporter's instructions, (for one or more Days or parts of a Day) of the offtake or delivery (or deemed offtake or delivery) of Natural Gas nominated at the CSEP and/or pursuant to an Interruptible IP VEntry Nomination or an IP VExit Nomination as the case may be and references to the Transporter's rights to "**Interrupt**" and "**Interruptible**" shall be construed accordingly;

"**Interruption Effective Time**" has in respect of Interruption of a Shippers Interruptible CSEP Nominations the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.3(c);

"**Interruption Notice**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.13.3;

"**Invoice**" has the meaning given to it in Part I (*Legal and General*) Section 11.1.2(a);

"**Invoice Amount**" has the meaning given to it in Part I (*Legal and General*) Section 11.1.2(c);

"**Invoice Item**" has the meaning given to it in Part I (*Legal and General*) Section 11.1.2(b);

"**IP Allocation**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(a);

"**IP Capacity**" means IP Entry Capacity and/or IP CSEP Offtake Capacity (whether Bundled IP Capacity or Unbundled IP Capacity) as the case may be and/or Interruptible IP Capacity where the context so requires;

"**IP Capacity Booking**" shall mean the booking of an amount of IP Capacity of any category class and duration by a Shipper in accordance with this Code pursuant to any Capacity Auction and IP Entry Capacity Booking, IP CSEP Capacity Booking, Daily Interruptible IP VEntry Capacity Booking and Daily Interruptible IP VExit Capacity Booking shall be construed accordingly;

"**IP Capacity Booking Effective Date**" means the first day of an IP Capacity Booking Period and shall include an IP CSEP Capacity Effective Date and/or an IP Entry Capacity Effective Date;

"**IP Capacity Booking Period**" means in respect of each category and class of IP Capacity at an IP the duration for which IP Capacity is requested by, or allocated by the Transporter to, a Shipper in accordance with this Code as the case may be;

"**IP Capacity Overrun**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1;

"**IP Capacity Overrun Charge**" has the meaning given to it in Part C (*Capacity*) Section 11.3.3;

"**IP Capacity Overrun Quantity**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(c);

"**IP Capacity Trade Reference**" has the meaning given to it in Part C (*Capacity*) Section 13.8;

"**IP Capacity Trade**" has the meaning given to it in Part C (*Capacity*) Section 5.1.5;

"**IP Capacity Trade Period**" has the meaning given to it in Part C (*Capacity*) Section 5.1.5(k);

"**IP Charges**" shall have the meaning in Part C (*Capacity*) Section 2.13.1;

"**IP CSEP**" means a point at which Natural Gas is offtaken from the Transportation System to an Interconnected System (including for avoidance of doubt any system or facility which may be constructed after the coming into force of this Code) and shall include the South North IP CSEP;

"**IP CSEP Capacity Booking Period**" means the duration for which a Shipper holds IP CSEP Offtake Capacity pursuant to a Capacity Auction in accordance with this Code commencing on the applicable IP CSEP Capacity Effective Date;

"**IP CSEP Capacity Effective Date**" means the first Day of the duration for which IP CSEP Capacity is allocated to a Shipper pursuant to Capacity Auction in accordance with this Code and which shall be the first day of a Gas Year where the Capacity

Booking is in respect of a Year, and shall be the first Day of a Quarter where the Capacity Booking is in respect of a Quarter and shall be the first Day of the calendar month where the Capacity Booking is in respect of a Month and shall be the Day when the capacity booking is in respect of Daily and Within Day IP CSEP Offtake Capacity;

"IP CSEP Offtake Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(y);

"IP CSEP Offtake Capacity" means capacity at an IP CSEP required in order to offtake Natural Gas from the Transportation System at that IP CSEP on a Day;

"IP CSEP Offtake Capacity Booking Reference" has the meaning given to it in Part C (*Capacity*) Section 13.4;

"IP CSEP Offtake Nomination" means a notification submitted within the applicable IP Nomination Period by a Shipper at an IP CSEP of its intention to offtake an IP Nominated Quantity from the Transportation System at that IP CSEP on a Day and which IP CSEP Offtake Nomination may be Single Sided or Double Sided;

"IP CSEP Offtake Reallocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(b);

"IP CSEP Offtake Renomination" means an IP CSEP Offtake Nomination submitted during the applicable IP Renomination Period and which may be a revision of an IP Nominated Quantity in an earlier IP CSEP Offtake Nomination or IP CSEP Offtake Renomination (as the case may be);

"IP Entry Allocation(s)" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(n);

"IP Entry Capacity" means capacity at an IP Entry Point required in order to take delivery of Natural Gas to the Transportation System at that IP Entry Point on a Day;

"IP Entry Capacity Booking Period" means the duration for which IP Entry Capacity is allocated to a Shipper pursuant to a Capacity Auction in accordance with this Code, commencing on the IP Entry Capacity Effective Date;

"IP Entry Capacity Booking Reference" has the meaning given to it in Part C (*Capacity*) Section 13.4;

"IP Entry Capacity Effective Date" means the first Day of the duration for which IP Entry Capacity is allocated to a Shipper pursuant to Capacity Auction in accordance with this Code and which shall be the first day of a Gas Year where the Capacity Booking is in respect of a Year, and shall be the first Day of a Quarter where the Capacity Booking is in respect of a Quarter and shall be the first Day of the calendar month where the Capacity Booking is in respect of a Month and shall be the Day when the capacity booking is in respect of Daily and Within Day Capacity at the IP Entry Point;

"IP Entry Nomination" means a notification submitted within the applicable IP Nomination Period by a Shipper at an IP Entry Point of its intention to deliver an IP Nominated Quantity to the Transportation System at such IP Entry Point on a Day and which IP Nomination may be Single Sided or Double Sided;

"IP Entry Point" means a point located at an Interconnection Point at which Natural Gas is (or may in the future be) transferred from an Interconnected System (including for the avoidance of doubt any systems or facilities which may be constructed (after

the coming into force of this Code) to the Transportation System including the Moffat Interconnection Point;

"IP Entry Reallocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1;

"IP Failure to Interrupt Charge(s)" means an IP VEntry Failure to Interrupt Charge and/or an IP VExit Failure to Interrupt Charge as the case may be;

"IP Interruptible Capacity Overrun Charge" has the meaning given to it in Part C (*Capacity*) Section 11.5.4;

"IP Late Registration Fee" means a fee (in addition to the IP Registration Fee) payable by a Shipper where the Shipper applies to become a Registered Shipper at an IP VEntry or IP VExit where the Shipper has not prior to such application submitted an IP Notification and/or paid the applicable IP Registration Fee;

"IP Matching Procedure" or **"Matching Procedure"** shall have the meaning in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.3.4 and **"Matching"** shall mean the process undertaken in accordance with the relevant IP Matching Procedure to inter alia determine IP Nomination Confirmed Quantities at the IP;

"IP Nominated Quantity" means the quantity of Natural Gas (in kWh) specified in a Shippers IP Nomination;

"IP Nomination" means an IP Entry Nomination, an IP CSEP Nomination, an IP VEntry Nomination, an IP VExit Nomination or such one or more of them as the context requires and references to an IP Nomination may be construed as a reference to an IP Renomination and/or to the IP Nominated Quantity or IP Renominated Quantity specified therein (as the case may be) and a **"Valid IP Nomination"** or **"Valid IP Renomination"** shall mean an IP Nomination which is not rejected in accordance with this Code and a **"Valid IP Entry Nomination"**, **"Valid IP CSEP Nomination"**, **"Valid IP VEntry Nomination"** and **"Valid IP VExit Nomination"** shall be construed accordingly and references to a Valid IP Nomination or Valid IP Renomination may be construed as a reference to the applicable IP Nomination Confirmed Quantity;

"IP Nomination Confirmed Quantity" means in respect of an IP Nomination or an IP Renomination the quantity of Natural Gas determined as such in accordance with the applicable IP Matching Procedure and notified to the Shipper in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.4.8, 1.4.9 or 1.4.12;

"IP Nomination Cycle" means in respect of an IP Nomination for a Day a period of two hours commencing at the IP Nomination End Time or VEntry/Exit Nomination End time (as the case may be) for that Day;

"IP Nomination Deadline" means:

- (a) for an IP Nomination in respect of a Day 13:00 hours on D – 1; and
- (b) for an IP Renomination submitted within the IP Renomination Period in respect of the Day, the start of the hour which commences after receipt of the relevant IP Renomination within the IP Renomination Period

and where the first IP Nomination Deadline within the IP Renomination Period shall

be 16:00 hours on D – 1 and the last IP Nomination Deadline in respect of a Day shall be 02:00 hours on that Day;

"IP Nomination End Time" means in respect of an IP Nomination 13:00 hours on D – 1

"IP Nomination Period" means the period starting at the applicable IP Nomination Start Time and ending at the applicable IP Nomination End Time;

"IP Nomination Processed Quantity" means in respect of an IP Nomination or an IP Renomination that quantity of Natural Gas which is determined as such by the Transporter in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.4.7 and which shall be submitted to Matching in accordance with the applicable IP Matching Procedure;

"IP Nomination Start Time" means in respect of an IP Nomination the start of the Day which commences 30 days prior to the Day to which the IP Nomination relates;

"IP Nominated Quantity" or **"IP Renominated Quantity"** means the quantity of Natural Gas (in kWh/d) specified in a Shippers IP Nomination or IP Renomination and a reference to an IP Nominated Quantity or IP Renominated Quantity shall include a reference to the IP Nomination Processed Quantity and/or the IP Nomination Confirmed Quantity as applicable;

"IP Non OBA Tolerance Quantity" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.8.4;

"IP Notification" has the meaning given to it in Part F (*Administration*) Section 1.17.2;

"IP OBA Provision(s)" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(m);

"IP Operational Balancing Account" or **"IP OBA"** has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1k);

"IP Reallocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(b);

"IP Registration Fee" has the meaning given to it in Part F (*Administration*) Section 1.17.1;

"IP Renominated Quantity" means the quantity of Natural Gas (in kWh) specified in a Shipper's IP Renomination;

"IP Renomination" means a IP Nomination submitted by a Shipper within the applicable IP Renomination Period and which may be revision to the IP Nominated Quantity in respect of a prior IP Nomination or IP Renomination and references to an IP Renomination may be construed as a reference to the IP Nomination Quantity specified therein or the IP Nomination Processed Quantity or the IP Nomination Confirmed Quantity as the case may be and a Valid IP Renomination means an IP Renomination which is not rejected pursuant to the Code and **"Valid IP Entry Renominations"**, **"Valid IP CSEP Offtake Renominations"** and **"Valid IP VEntry Renomination"**. **"Valid IP VExit Renominations"** shall be construed accordingly;

"IP Renomination Cycle" means in respect of each Day a period of two hours commencing at an IP Nomination Deadline within the IP Renomination Period for the Day;

"IP Renomination End Time" means

in respect of an IP Renomination 02:00 on the Day; **"IP Renomination Period"** shall in respect of each Day mean the period commencing at the applicable IP Renomination Start Time and ending at the IP Renomination End Time;

"IP Renominated Quantity" means the quantity of Natural Gas (in kWh) specified in a Shippers IP Renomination;

"IP Renomination Start Time" means in respect of an IP Renomination

"IP Trade Acceptance Notice" has the meaning given to it in Part C (*Capacity*) Section 5.1.6;

"IP Transferee Shipper" has the meaning given to it in Part C (*Capacity*) Section 5.1.1;

"IP Transferor Shipper" has the meaning given to it in Part C (*Capacity*) Section 5.1.1;

"IP VEntry" means a point at a unidirectional Interconnection Point at which the direction of physical flow is offtake from the Transportation System to the Interconnected System and at which Natural Gas may be delivered to the Transportation System in accordance with this Code;

"IP VEntry Allocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(t);

"IP VEntry Capacity" means capacity at an IP VEntry required in order to deliver Natural Gas to the Transportation System at an IP VEntry;

"IP VEntry Capacity Booking" means the allocation to a Shipper of Daily Interruptible IP VEntry Capacity for a Day at an IP VEntry pursuant to a single Capacity Auction or otherwise in accordance with this Code;

"IP VEntry Capacity Booking Reference" has the meaning given to it in Part C (*Capacity*) Section 13.4;

"IP VEntry Capacity Interruption Notice(s)" has the meaning in Part H (*Operations*) Section 7.6.1;

"IP VEntry Failure to Interrupt Charge" has the meaning given to it in Part H (*Operations*) Section 7.6.5;

"IP VEntry Nomination" means a notification, submitted within the applicable IP Nomination Period, by a Shipper at the IP VEntry of its intention to deliver a IP Nominated Quantity to the Transportation System on a Day at the IP VEntry in accordance with this Code;

"IP VEntry Reallocation" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(b);

"IP VEntry Renomination" means an IP VEntry Nomination submitted by a Shipper at the IP VEntry within the applicable IP Renomination Period;

"**IP VExit**" means a point located at a unidirectional Interconnection Point (at which the direction of physical flow is delivery into the Transportation System) and at which Natural Gas may be offtaken from the Transportation System in accordance with this Code;

"**IP VExit Allocation**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(s);

"**IP VExit Capacity**" means capacity at an IP VExit required in order to offtake Natural Gas from the Transportation System at the IP VExit;

"**IP VExit Capacity Booking**" means the allocation to a Shipper of Daily Interruptible IP VExit Capacity for a Day at an IP VExit pursuant to a single Capacity Auction in accordance with this Code;

"**IP VExit Capacity Booking Reference**" has the meaning given to it in Part C (*Capacity*) Section 13.4 the Transportation System in accordance with this Code;

"**IP VExit Capacity Interruption Notice**" has the meaning given to it in Part H (*Operations*) Section 7.7.1;

"**IP VExit Failure to Interrupt Charge**" has the meaning given to it in Part H (*Operations*) Section 7.7.5;

"**IP VExit Nomination**" means a notification, submitted within the applicable IP Nomination Period, by a Shipper at a IP VExit of its intention to offtake an IP Nominated Quantity from the Transportation System on a Day at that IP VExit in accordance with this Code;

"**IP VExit Reallocation**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section .2.1(b);

"**IP VExit Renomination**" means an IP VExit Nomination submitted by a Shipper at the IP VExit within the applicable IP Renomination Period; "**Isolation**" means the physical isolation of a Gas Point, by the disconnection of the equipment or facilities at the Gas Point, or the removal of the meter at the Gas Point in order to prevent the flow of Natural Gas to the End User's Facilities. For the avoidance of doubt, Isolation will not occur in the event that a meter is locked;

"**Joint Booking Platform**" or "**JBP**" means the joint web based platform operated by the JBP Operator and used to offer, obtain and allocate IP Capacity pursuant to Capacity Auctions and to execute IP Capacity Trades;

"**Joint Booking Platform Operator**" or "**JBP Operator**" means PRISMA European Capacity Platform GmbH, Schillerstrasse 4,04 109 Leipzig, Germany or such other entity as may be the operator of the Joint Booking Platform from time to time;

"**JBP Nominated User**" means the persons nominated by a JBP User to the JBP Operator and notified as such to the Transporter;

"**JBP Processes**" has the meaning given to it in Part H (*Operations*) Section 7.3.3;

"**JBP Transactions**" shall mean those activities which pursuant to this Code are to be performed on the JBP including (i) publication of information for Capacity Auctions; (ii) receipt of Bids and notifying acceptance or rejection of such Bids; (iii) receipt of IP Trade Proposals notifying acceptance or rejection of such IP Trade Proposals; (iv)

receipt of Capacity Surrender Requests and notifying acceptance or rejection of them; and (v) such other transactions as may be required in accordance with this Code to be performed by the JBP;

"JBP User" means a Shipper which has adhered to the JBP Users T&C for the purposes of obtaining IP Capacity and/or for executing IP Capacity Trades and been approved by the Transporter in accordance with Part F (*Administration*) Section 1.16;

"JBP Users T&C's" means those terms and conditions of the JBP Operator which govern (inter alia) the relationship between the JBP Operator and a Shipper(s);

"Joule" means the Joule as defined in ISO 80,000 – 1:2009;

"Kilowatt Hour" and its abbreviation **"kWh"** shall mean three million six hundred thousand (3,600,000) Joules;

"Kilowatt" and its abbreviation **"kW"** shall mean one thousand (1000) Joules/sec;

"Large Price Step" in respect of an Ascending Clock Auction for Unbundled IP Capacity means the Transporter Large Price Step and in respect of an Ascending Clock Auction for Bundled IP Capacity means the sum of the Transporter Large Price Step and the Adjacent TSO Large Price Step;

"Last Resort Supply Direction" shall mean a direction issued by the Commission from time to time to the SoLR (and copied by the Commission to the Transporter) identifying the Failed Supplier, instructing the SoLR to fulfil the function of SoLR with respect to the supply of Natural Gas to End Users of such Failed Supplier and referencing the Offtake Point(s) in respect of which the SoLR is to fulfil the function of SoLR;

"Last Resort Supply Direction Effective Date" shall the meaning given to it in Part F (*Administration*) Appendix 1 Section 1;

"LDM" or **"Large Daily Metered"** has the meaning given to it in Part F (*Administration*) Section 2.1.2(a);

"LDM Agreement" means an agreement relating to a LDM Offtake Point entered into by the Transporter and a Shipper pursuant to an application for LDM Exit Capacity (and/or LDM Supply Point Capacity as appropriate) submitted to the Transporter prior to the 1st of October 2007 in such form as may be agreed from time to time between the Transporter and the Commission;

LDM Capacity Booking" means a Long Term LDM Capacity Booking and/or a Short Term LDM Exit Capacity Booking (as the case may be);

"LDM Capacity Booking Effective Date" means the first Day of a Shipper's LDM Capacity Booking Period which in respect of a LDM Capacity Booking which is Multi-Annual, Annual or Monthly shall be the first Day of a calendar month and in respect of a Capacity Booking in respect of a duration which is Daily shall be the Day or first Day of a number of consecutive days to which the Capacity Booking relates;

"LDM Capacity Booking Period" means the duration in respect of which a Registered Shipper to a LDM Offtake has booked LDM Exit Capacity and/or LDM Supply Point Capacity (as relevant) which shall commence on the first Day of a calendar month where the duration is Multi-Annual, Annual or Monthly and in each case commencing on the LDM Capacity Booking Effective Date;

"**LDM Exit Allocation**" means an Exit Allocation for a Shipper at or in respect of a LDM Offtake made in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.1;

"**LDM Exit Capacity**" means capacity at a LDM Exit Point required for the offtake of Natural Gas from the Transmission System at that LDM Exit Point or capacity in the Transmission System required for onward delivery of Natural Gas to the Distribution System for offtake at a LDM Supply Point;

"**LDM Exit Capacity Overrun**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(g);

"**LDM Exit Capacity Overrun Quantity**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(j);

"**LDM Exit Point**" means a point at which Natural Gas is offtaken from the Transmission System and comprises one or more LDM Gas Points within a Common Curtilage serving a single End User;

"**LDM Exit Nomination**" means a notification by a Shipper to the Transporter of its intention to offtake a Nominated Quantity from the Transportation System on a Day at a LDM Offtake in accordance with this Code;

"**LDM Extension Application**" has the meaning given to it in Part C (*Capacity*) Section 7.15.2;

"**LDM GFPS Tolerance**" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.8.1;

"**LDM Offtake**" means a LDM Exit Point or a LDM Supply Point (as the context so requires);

"**LDM Supply Point**" means a point at which Natural Gas is offtaken from the Distribution System and comprises one or more LDM Gas Points within a Common Curtilage serving a single End User;

"**LDM Supply Point Capacity**" means capacity at a LDM Supply Point required for the offtake of Natural Gas from the Distribution System at that LDM Supply Point;

"**LDM Supply Point Capacity Booking**" means a booking by a Shipper of additional LDM Supply Point Capacity of a duration which is Annual or Multi-Annual pursuant to Part C (*Capacity*) Section 8.4;

"**LDM Supply Point Capacity Booking Effective Date**" means the first Day of a Shipper's LDM Supply Point Capacity Booking and shall be the first Day of a calendar month;

"**LDM Supply Point Capacity Booking Request**" has the meaning given to it in Part C (*Capacity*) Section 8.4.2;

"**LDM Supply Point Capacity Overrun**" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(n);

"**LDM Supply Point Capacity Title Transfer**" has the meaning given to it in Part C (*Capacity*) Section 10.1.3;

"**LDM Supply Point Capacity Title Transfer Reference**" has the meaning given to it in Part C (*Capacity*) Section 13.8.5;

"LDM Supply Point Capacity Title Transfer Request" has the meaning given to it in Part C (*Capacity*) Section 10.1.6;

"Legal Requirement" means any enactment of the Oireachtas/Parliament and/or any Directive including for the avoidance of doubt the Second Interconnector Treaty;

"Linepack Reinstatement" means a quantity of Natural Gas delivered to the Transporter at an Entry Point on a Day and which is to replace a quantity of the Transporters Natural Gas offtaken at that Entry Point on a previous Day pursuant to any Operational Requirement;

"Linked" has the meaning given to it in Part C (*Capacity*) Section 2.6.2;

"Linked Auction" has the meaning given to it in Part C (*Capacity*) Section 2.6.1;

"Linked Ascending Clock Auction" means GB-RoI Auction which is linked with a GB NI Auction in accordance with Part C (*Capacity*) Section 2.6.4;

"Linked Uniform Price Auctions" means the GB-RoI Auction which is linked with a GB-NI Auction in accordance with Part C (*Capacity*) Section 2.6.6

"Locational Balancing Trade" means an IBP Balancing Trade where the Shipper is required to reduce or increase the quantity of Natural Gas the subject matter of that IBP Balancing Trade to be delivered to the Transportation System at an IP Entry/Entry Point specified by the Transporter;

"Long Term Capacity" means Long Term Entry Capacity and/or Long Term LDM Exit Capacity, Sub-Sea I/C Offtake Capacity and/or DM Exit Capacity which is made available or booked (as the context requires) by a Shipper at or in respect of a DM Offtake or NDM Exit Capacity which is made available or booked (as the context requires) by a Shipper when the Shipper becomes the Registered Shipper at or in respect of a DM Offtake, or NDM Supply Point (as the case may be);

"Long Term Capacity Booking Window" means a period commencing at the start of the Day on the first day of a calendar month which is forty eight months prior to a requested Capacity Booking Effective Date in respect of Long Term Capacity and ending at the end of the Day which is eight days prior to the requested Capacity Booking Effective Date;

"Long Term DM Exit Capacity" means DM Exit Capacity which is Long Term Capacity;

"Long Term Entry Capacity" means Multi-Annual Entry Capacity and/or Annual Entry Capacity as the case may be.;

"Long Term Entry Capacity Booking Reference" means the capacity booking reference attributed by the Transporter to a Long Term Entry Capacity booking;

"Long Term Entry Capacity Request" has the meaning given to it in Part C (*Capacity*) Section 3.2.1;

"Long Term Exit Capacity" means Long Term LDM Exit Capacity and/or Long Term DM Exit Capacity and/or Long Term NDM Exit Capacity as the case may be;

"Long Term IP Capacity" means IP Capacity which is booked for a duration which is Yearly or Quarterly;

"**Long Term LDM Capacity Booking**" has the meaning given to it in Part C (*Capacity*) Section 7.2.7 and shall include Exit Capacity reserved pursuant to a LDM Agreement;

"**Long Term LDM Capacity Request**" has the meaning given to it in Part C (*Capacity*) Section 7.2.4(a);

"**Long Term LDM Exit Capacity**" means Multi-Annual LDM Exit Capacity and/or Annual LDM Exit Capacity as the case may be;

"**Long Term Sub-Sea I/C Offtake Capacity** means Multi-Annual Sub-Sea I/C Offtake Capacity and/or Annual Sub-Sea I/C Offtake Capacity as the case may be;

"**Long Term NDM Exit Capacity**" means NDM Exit Capacity that is Long Term Capacity;

"**LPS Bidding Round**" has the meaning given to it in Part C (*Capacity*) Section 2.7.2(a);

"**LPS Bidding Round**" shall have the meaning in Part C (*Capacity*) Section 2.7.2;

"**M+5**" means the Day which commences on the fifth day after the end of a calendar month and references in this Code to "M +" or "M -" followed by a number shall be construed accordingly;

"**M+7**" means the Day which is seven (7) Days after the end of a calendar month;

"**Maintenance**" has the meaning given to it in Part G (*Technical*) Section 5.1.3(a);

"**Maintenance Day**" and "**Maintenance Days**" has the meaning given to it in Part G (*Technical*) Section 5.1.3(b);

"**Maintenance Programme**" has the meaning given to it in Part G (*Technical*) Section 5.3.2;

"**Marketing Balancing Buy**" means a Balancing Gas Buy pursuant to a TPTA;

"**Marketing Balancing Sell**" means a Balancing Gas Sell pursuant to a TPTA;

"**Marketing Balancing Transaction**" means a Market Balancing Buy and/or a Market Balancing Sell or either or both of them as the case may be;"**Market Demand Assessment**" means the assessment by the Transporter of a demand for Incremental Capacity in accordance with Part H (*Operations*) Section 8.2;

"**Matching**" has the meaning given to it in the definition of IP Matching Procedure;

"**Matching Cycle**" has the same meaning as IP Nomination Cycle;

"**Matching TSO**" means in respect of an IP the relevant transmission system operator being either the Transporter (or its Affiliate) or the Adjacent TSO at that IP and which is identified as such in or pursuant to the applicable Interconnection Agreement at that IP;

"**Maximum Flow Rate**" means the maximum Instantaneous Flow Rate (expressed as mscm/Day) at any time during the Day for a Shipper's Natural Gas to be Offtaken at an Offtake Point or Connected System Exit Point or at an IP CSEP;

"**Maximum Hourly Quantity**" or "**MHQ**" shall mean the maximum hourly offtake rate (expressed in kWh) at any time during the Day for a Shipper's Natural Gas delivered to an Entry Point or to be offtaken at an Offtake Point;

"**Maximum Surrender Amount**" has the meaning given to it in Part H (*Operations*) Section 2A.5.1;

"**Measurement Equipment**" has the meaning given to it in Part G (*Technical*) Section 3.2.1;

"**Measurement Provisions**" has the meaning given to it in Part G (*Technical*) Section 3.1.2;

"**Mediator**" has the meaning given to it in Part I (*Legal and General*) Section 6.3.1(a);

"**Meter Data Services**" means any services in connection with the delivery to Shippers of meter reading data in respect of NDM Gas Points including the provision of NDM Gas Point meter reading services;

"**Meter Data Services Procedures**" means the Procedures of that name published by the Transporter from time to time and approved by the Commission;

"**Metered Delivered Quantity**" or "**MeDQ**" means the quantity of Natural Gas metered as delivered to the Transportation System at an Entry Point in respect of a Day as ascertained in accordance with Part G (*Technical*) Section 3 (*Measurement*);

"**Metered Quantity**" at an Interconnection Point has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(c);

"**Meter Fit**" means the activities undertaken by the Transporter pursuant to Siteworks as comprising the final installation of a meter at all the Gas Points configured within an Offtake Point, for the purpose of recording the quantity of Natural Gas to be offtaken at such Gas Point(s) and the taking of an opening Meter Read at such Gas Point(s) in order to allow the offtake of Natural Gas at such Offtake Point;

"**Meter Lock**" shall mean the locking of a meter at all the Gas Points configured within a DM Offtake or NDM Supply Point and the taking of a closing read at such Gas Point(s) in order to prevent the offtake of Natural Gas at such DM Offtake or NDM Supply Point which shall include a Shipper Requested Lock and may include a Safety Lock;

"**Meter Read**" means:

- (a) the reading of the index of the meter; and
- (b) where a convertor is installed, the converted and unconverted readings of the convertor; and/or
- (c) where there is Daily Read Equipment, the read obtained or derived from such Daily Read Equipment;

"**Meter Read Query Resolution Policy**" means the Policy of that name published by the Transporter from time to time and approved by the Commission;

"**Meter Unlock**" means, for the purposes of Part F (*Administration*), the unlocking of any meter at all the Gas Points configured within an Offtake Point that have been locked in any way by or on behalf of the Transporter and the taking of an opening

Meter Read at such Gas Point(s) in order to allow the offtake of Natural Gas at such Offtake Point;

"**Minimum Booking Quantity**" shall mean one (1) kWh or such other quantity as may be specified by the Transporter with the approval of the Commission from time to time;

"**Minimum IP Capacity Booking Quantity**" means one (1) kWh or such other quantity of IP Capacity as may be specified by the Transporter with the approval of the Commission from time to time;

"**Minimum Surrender Amount**" has the meaning given to it in Part H (*Operations*) Section 2A.5.1(g);

"**Model Clauses**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.10;

"**Model Clause Procedure**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.11

"**Modification**", "**Modify**" or "**Modified**" has the meaning given to it in Part I (*Legal and General*) Section 1.1;

"**Moffat Interconnection Agreement**" means the Interconnection Agreement relating to the Moffat IP Entry Point;

"**Moffat IP Entry Point**" or "**Moffat**" means the flange, weld or other agreed mark at the final outlet from the Moffat delivery facilities and connecting the Moffat delivery facilities to the Transportation System;

"**Moffat IP VExit**" means the IP VExit at the Moffat Interconnection Point;

"**Moffat Interconnection Point**" or "**Moffat IP**" means the Interconnection Point at Moffat in Scotland comprising an IP Entry Point and an IP VExit;

"**Monitoring Period**" has the meaning given to it in Part H (*Operations*) Section 2A.9.2;

"**Monitoring Report**" has the meaning given to it in Part H (*Operations*) Section 2A.9.1;

"**Month**" means a period beginning at the start of the Day which commences at 05:00 hours on the first (1st) day of any calendar month and ending at the start of the Day which commences on the first (1st) day of the next succeeding calendar month and the word "**Monthly**" shall be construed accordingly;

"**Monthly Capacity Booking Window**" means a period commencing at the start of the Day which is seven days and one calendar month prior to a requested Capacity Booking Effective Date specified in a request for Short Term Capacity for a duration of a Month and ending at the end of the Day which is eight days prior to the requested Capacity Booking Effective Date;

"**Monthly Disbursements Account Deficit**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.6;

"**Monthly Disbursements Account Excess**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.5;

"**Monthly Disbursements Account Payments**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.3(b);

"**Monthly Disbursements Account Receipts**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.3(a);

"**Monthly Disbursements Credit**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.5;

"**Monthly Disbursements Liability**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.6;

"**Monthly Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.2;

"**Monthly Entry Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.3(c);

"**Monthly Invoice**" has the meaning given to it in Part I (*Legal and General*) Section 11.3.1;

"**Monthly IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(c);

"**Monthly IP Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(c);

"**Monthly IP CSEP Offtake Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(c);

"**Monthly LDM Exit Capacity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.2(c);

"**Monthly LDM Exit Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.3(c);

"**Monthly Reconciliation Statement**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 4.2.3;

"**mscm**" means millions of standard cubic metres (of Natural Gas);

"**mscm/Day**" means millions of standard cubic metres (of Natural Gas) per Day;

"**Multi-Annual**" has the meaning given to it in Part C (*Capacity*) Section 1.1.4;

"**Multi-Annual Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.2;

"**Multi-Annual Entry Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 3.1.3(a);

"**Multi-Annual LDM Exit Capacity**" has the meaning given to it Part C (*Capacity*) Section 7.2.2(a);

"**Multi-Annual LDM Exit Capacity Quantity**" has the meaning given to it in Part C (*Capacity*) Section 7.2.3(a);

"**Multiple Shipper**" means two or more Shippers that are Registered Shippers to the same Offtake Point and in respect of a LDM Offtake may include a single Shipper

where such Shipper is a party to two or more valid and subsisting Long Term LDM Capacity Bookings at the same LDM Offtake;

"Multiple Shipper LDM Exit Point" means, on a Day, a LDM Exit Point in respect of which there are two or more valid and subsisting Long Term LDM Capacity Bookings;

"Multiple Shipper LDM Offtake" means a Multiple Shipper LDM Exit Point or a Multiple Shipper LDM Supply Point;

"Multiple Shipper LDM Supply Point" has the meaning given to it in Part C (*Capacity*) Section 10.1.2;

"Natural Gas" means any gas derived from natural strata (whether or not it has been subjected to liquification or any other process or treatment) and in this Code reference to natural gas may also be construed as including, where the Commission considers it appropriate and where, in the opinion of the Commission, such gas may be technically and safely injected into and transported through, the natural gas system, biogas, gas from biomass and other types of gas;

"Natural Gas Appliance" means a connected, properly adjusted and maintained appliance (fuelled by Natural Gas) that household customers could reasonably be expected to use and which is operated in a manner, and for a purpose, for which it has been designed;

"Natural Gas Emergency" has the meaning given to it in the Gas (Interim) (Regulation) Act 2002 Section 19B as inserted by S.I. No. 697/2007 European Communities (Security of Natural Gas Supply) Regulations 2007;

"National Gas Emergency Manager" has the meaning given to it in the Transmission System Operator Licence;

"Natural Gas Emergency Plan" has the meaning given in the Transmission System Operator Licence;

"National Grid" or **"NGG"** means National Grid Gas plc (company number 200600) whose registered office is at 1- 3 Strand, London WC2N 5EH or its successor being the transmission system operator from time to time of the Interconnected System at the Moffat Interconnection Point;

"NDM" or **"Non-Daily Metered"** has the meaning given to it in Part F (*Administration*) Section 2.1.2(c);

"NDM Allocation Procedure" means the Procedure of that name published by the Transporter from time to time and approved by the Commission;

"NDM Exit Allocation" means an Exit Allocation made in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.3;

"NDM Exit Capacity" means capacity in the Transmission System required for onward delivery of Natural Gas to the Distribution System for offtake at a NDM Supply Point;

"NDM Exit Nomination" means a notification by a Shipper to the Transporter of its intention to offtake a Nominated Quantity from the Transportation System on a Day in

respect of one or more NDM Supply Points at which the Shipper is the Registered Shipper;

"**NDM Forecast Tolerance**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.7.5;

"**NDM Meter Read**" means a Meter Read with respect to a NDM Gas Point;

"**NDM Nomination Advice**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.7.1;

"**NDM Renomination Advice**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.7.2;

"**NDM Supply Point**" means a point, comprising a single NDM Gas Point at which Natural Gas is offtaken from the Distribution System serving a single End User;

"**NDM Supply Point Allocation**" means a Supply Point Allocation made in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.3(b);

"**NDM Supply Point Capacity**" means capacity at a NDM Supply Point required for the offtake of Natural Gas from the Distribution System at that NDM Supply Point;

"**Negative OBA Adjustment**" means a quantity of Natural Gas withdrawn from an OBA Account in respect of a Day pursuant to any applicable OBA Agreement at an Entry Point;

"**Negative Implied Nomination Flow**" or "**Negative INFR**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.5.1(b);

"**Net Annual Balancing Action Cost**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.15;

"**Net Metered Quantity (Entry)**" shall in respect of a Bi-Directional CSP applicable for a Day means the quantity notified as such to the Transporter pursuant to any applicable CSA at the relevant Bi-Directional CSP or the excess of the quantity of Natural Gas metered as delivered at an Entry Point over the quantity of Natural Gas metered as offtaken (and which may be zero at the Connected System Exit Point) on that Day and which quantities may be those quantities notified pursuant to any applicable CSA;

"**Net Metered Quantity (Exit)**" shall in respect of a Bi-Directional CSP for a Day means the quantity notified as such to the Transporter pursuant to any applicable CSA at the Bi-Directional CSP or the excess of the quantity of Natural Gas metered as offtaken at the Connected System Exit Point over the quantity of Natural Gas metered as delivered which may be zero at the Entry Point (in respect of that Day) and which quantities may be those quantities notified pursuant to any applicable CSA;

"**Network**" has the meaning given to the term "**network**" in the Transmission System Operator Licence;

"**New Entry Point**" has the meaning given to it in Part C (*Capacity*) Section 6.1.1;

"**New Gas Source**" means a new offshore gas field which is the subject matter of a new Petroleum Lease or an addendum to an existing Petroleum Lease from which

Natural Gas has not previously been delivered and is made available for delivery from an offshore production facility;

"**NGG System**" means the transmission system operated by NGG upstream of the Moffat Interconnection Point;

"**NI Allocable Capacity**" means the quantity of capacity made available by PTL for allocation in the GB-NI Auction;

"**NI Non Competing Capacity**" or "**NI NCC**" means the NI Allocable Capacity minus Competing Capacity;

"**Nominated Quantity**" or "**Renominated Quantity**", as the case may be, means the quantity of Natural Gas (in kWh) specified in a Shipper's Nomination or Renomination;

"**Nomination**" means an Entry Nomination, an Exit Nomination, an IBP Nomination, CSEP Exit Nomination, [*VIP Nomination*], Sub-Sea I/C Offtake Nomination, or such one or more of them as the context may require and, where the context also requires, references to a Nomination may be construed as a reference to a Renomination and/or the Nominated Quantity or Renominated Quantity specified therein as the case may be;;

"**Nomination End Time**" means in respect of any Nomination (including an IBP Nomination 13:00 hours on D – 1;

"**Nomination Period**" means in respect of a Nomination including IBP Nominations the period between the applicable Nomination Start Time and Nomination End Time;

"**Nomination Start Time**" "**Nomination Start Time**" means in respect of a Nomination including an IBP Nomination the start of the Day which is 30 days prior to the Day to which the Nomination refers;

"**Non-Business Day**" means a Day which is not a Business Day;

"**Non-Compliant Gas**" has the meaning given to it in Part G (*Technical*) Section 1.3.2;

"**Non-Defaulting Party**" has the meaning given to it in Part I (*Legal and General*) Section 4.4.1;

"**non-household customers**" has the meaning given to it in Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003;

"**Non-Market Balancing Buy**" means a Balancing Gas Buy pursuant to a Balancing Service Contract;

"**Non-Market Balancing Sell**" means a Balancing Gas Sell pursuant to Balancing Service Contract;

"**Non-Market Balancing Transaction**" means a Non Market Balancing Buy and/or a Non Market Balancing Sell;

"**Non OBA Day**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(w);

"**Notice of Objection**" has the meaning given to it in Part I (*Legal and General*) Section 6.3.2(b);

"**NSAI**" means the National Standards Authority of Ireland;

"**OBA Account**" means an account of Natural Gas maintained pursuant to any applicable OBA Agreement at an Entry Point;

"**OBA Adjustment**" means a Positive OBA Adjustment and/or a Negative OBA Adjustment as the case may be;

"**OBA Agreement**" means an agreement between the Transporter and a Connected Systems Operator in connection with the over or under delivery of Natural Gas at an Entry Point on a Day and to include provision for establishment of an OBA Account;

"**OBA Day**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(x);

"**OBA Day**" has the meaning given to it in Part D (*Nominations, Allocations and Supply Point Reconciliation*) Section 3.2.1(x);

"**Offering Shipper**" has the meaning given to it in Part H (*Operations*) Section 2A.16.5;

"**Offer Level**" means the sum of the Auctionable Capacity and the respective level of Incremental Capacity offered for each of the Yearly IP Capacity Auctions;

"**Off-Spec Gas**" has the meaning given to it in Part G (*Technical*) Section 1.5.1;

"**Offtake Point**" means a LDM Offtake, a DM Offtake or a NDM Supply Point (as the context so requires);

"**Offtake Specification**" has the meaning given to it in Part G (*Technical*) Section 1.1.2;

"**Onshore Scotland Transmission System**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.5(a)(i);

"**Operating Action**" means any action taken by the Transporter in connection with the operation of the Transportation System including in connection with the provision of Balancing Gas or Shrinkage Gas or the disposal of Balancing Gas;

"**Operational Flow Order**" or "**OFO**" has the meaning given to it in Part H (*Operations*) Section 2.1.1;

"**Operational Requirement**" means a quantity of Natural Gas made available to a Connected System Operator by the Transporter pursuant to any Operational Reverse Flow Arrangements at an Entry Point;

"**Operational Reverse Flow Arrangements**" has the meaning given to it in Part H (*Operations*) Section 3.11.1;

"**Original Entry Point**" has the meaning given to it in Part C (*Capacity*) Section 6.1.1;

"**OTC Trade Facility**" is the JBP procedure for effecting IP Capacity Trades as so described on the JBP;

"**Other Party**" has the meaning given to it in Part I (*Legal and General*) Section 3.2.1(b);

"Over Delivery" means the delivery to the Transportation System by a Shipper of a quantity of Natural Gas on a Day that is greater than the Shipper's Nominated Quantity on the Day;

"Overrun Charge" means an Entry Capacity Overrun Charge or Exit Capacity Overrun Charge or Sub-Sea I/C Offtake Capacity Overrun Charge or Supply Point Capacity Overrun Charge (as the case may be);

"Overrun Quantity" has the meaning given to it in Part C (*Capacity*) Section 11.2.1(a);

"Oversell" means an occurrence where the Aggregate Bid Quantity in a Bidding Round in an Ascending Clock Auction is in excess of the applicable Auctionable Capacity;

"Oversubscription and Buyback Scheme" has the meaning given to it in Part H (*Operations*) Section 2A.14.1;

"Oversubscription Capacity" has the meaning given to it in Part H (*Operations*) Section 2A.14.1;

"Own Use Gas" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.1.2;

"Parties" unless otherwise defined in this Code, means the Transporter and each Shipper that has executed a Framework Agreement, and **"Party"** is construed accordingly;

"Petroleum Lease" means a lease issued pursuant to the provisions of the Petroleum and Other Minerals Development Act, 1960 (as amended) or any statutory enactment amending or replacing the same or an analogous lease or authorisation process of any other competent authority authorising the production of Natural Gas;

"Permitted Range" has the meaning given to in Part G (*Technical*) Section 4.2.1;

"Personal Data" has the meaning given to it in Part I (*Legal and General*) Section 9.1.12;

"Personal Data Breach" has the meaning given to it in Part I (*Legal and General*) Section 9.1.13;

"Plant Trip" means the unexpected technical failure of an End User's Facilities to operate on any Day under the anticipated operating conditions for that Day;

"Policy" means a policy under this Code which the Commission from time to time agrees may be treated as a Policy for the purposes of this Code;

"Positive OBA Adjustment" means a quantity of Natural Gas credited to an OBA Account at an Entry Point in respect of a Day pursuant to any applicable OBA Agreement. For the avoidance of doubt a Linepack Reinstatement shall not be regarded as a Positive OBA Adjustment for the purpose of this Code;

"Potential Error" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.10.1;

"Pre-Auction Period" has the meaning given to it in Part H (*Operations*) Section 2.A.1.1(q);

"Pre FTU Bidding Round" means the Bidding Round which precedes a FTU Bidding Round;

"Prepayment Meter(s)" shall mean a meter for the purpose of recording the quantity of Natural Gas offtaken at a NDM Supply Point at which the End User is a household customer and which is designed to operate on the basis of prepaid credit;

"Prepayment Metering Procedure" shall mean Procedures of that name published by the Transporter from time to time and approved by the Commission;

"Prescribed Unexpired Booking Period" has the meaning given to it in Part H (*Operations*) Section 2A.1.1(u);

"Price Step" means a Large Price Step or a Small Price Step as the case may be;

"Primary Capacity" means capacity other than Primary IP Capacity of an individual category that is reserved by a Shipper directly from the Transporter (irrespective of duration) and references to **"Primary Entry Capacity"**, **"Primary Exit Capacity"**, **"Primary LDM Exit Capacity"**, **"Primary LDM Supply Point Capacity"**, **"Primary DM Exit Capacity"**, **"Primary DM Supply Point Capacity"**, **"Primary NDM Exit Capacity"**, and **"Primary Supply Point Capacity"** shall be construed accordingly;

"Primary IP Capacity" means IP Capacity of an individual category, class and direction that is reserved by a Shipper directly from the Transporter (irrespective of duration) and **"Primary IP Entry Capacity"**, **"Primary IP CSEP Offtake Capacity"**, **"Primary IP VEntry Capacity"** and **"Primary IP VExit Capacity"** shall be construed accordingly;

"Priority Customer" means an End User, who is identified to the Transporter as having satisfied the applicable criteria pursuant to the priority customer arrangements (being arrangements as approved by the Commission);

"Procedures" means procedures under this Code which the Commission from time to time agrees may be treated as Procedures for the purposes of this Code including the GPRO Procedures, the Meter Data Services Procedures, the Forecasting, Allocation and Reconciliation Procedures, Procedures for the Monitoring and Management of Gas Quality and any Procedures included in the list published by the Transporter pursuant to Part I (*Legal & General*) Section 12.9 but which, for the avoidance of doubt, does not include the Entry Point Procedures or the Bi-Directional CSEP Procedures;

["Projected VIP Utilisation" means the quantity of Natural Gas anticipated to be retained or held by a VIP Shipper at the VIP in respect of a Day which quantity shall be the Shipper's VIP Utilisation adjusted to take account of:

- (a) the Shipper's Valid VIP Withdrawal Nominations and/or VIP Withdrawal Renominations where used in the context of VIP Withdrawal Nominations or VIP Withdrawal Renominations; and*
- (b) the Shipper's Valid VIP Injection Nominations and/or Valid VIP Injection Renominations when used in the context of VIP Injection Nominations or VIP Injection Renominations;*

and in each case in respect of the period from the Day to which the VIP Utilisation relates up to the Day in respect of which the projected VIP Utilisation is to be calculated.]

"Proposed DM Offtake" means a point at which it is anticipated an appropriate Annual Quantity of Natural Gas may be offtaken from the Transportation System, at which there is no Registered Shipper and in respect of which a Meter Fit request has been submitted to the Transporter;

"Proposed Entry Point" shall mean a point at which it is anticipated that Natural Gas may be delivered to the Transportation System from a Connected System and in respect of which a CSA has been agreed between the Transporter and the Operator (or proposed Operator) of the relevant Upstream Connected System;

"Proposed NDM Supply Point" means a point at which it is anticipated an appropriate Annual Quantity of Natural Gas may be offtaken from the Distribution System, at which there is no Registered Shipper and in respect of which a Meter Fit request has been submitted to the Transporter;

"Proposed LDM Offtake" means a point at which it is anticipated an appropriate Annual Quantity of Natural Gas may be offtaken from the Transportation System, at which there is no Registered Shipper and in respect of which an application for Long Term LDM Exit Capacity has been submitted to the Transporter and references to **"Proposed LDM Exit Point"** and **"Proposed LDM Supply Point"** shall be construed accordingly;

"Proposed Offtake Point" means a Proposed DM Offtake, a Proposed NDM Supply Point or a Proposed LDM Offtake, as appropriate;

"Provisional Allocation" has the meaning given to it in Part C (*Capacity*) Section 2.11.7;

"PTL" means Premier Transmission Limited (together with its permitted successors and/or assigns);

"PTL Agreement" means the agreement entered into between PTL and BGE (UK) Limited dated 21 August 1996 (as amended, novated, modified, supplemented, revised or replaced from time to time);

"Qualifying LDM Shipper" has the meaning given to it in Part C (*Capacity*) Section 7.15.1;

"Qualifying Shipper" has the meaning given to it in Part C (*Capacity*) Section 3.3.3;

"Quarter" means a period of three (3) months, with each successive quarter commencing at the start of the Day which commences on 1 October, 1 January, 1 April and 1 July respectively;

"Quarter One" or **"Q1"** means the Quarter commencing on the first Day which starts in October and ending at the end of the last Day which starts in December;

"Quarter Two" or **"Q2"** means the Quarter commencing on the first Day which starts in January and ending at the end of the last Day which starts March;

"Quarter Three" or **"Q3"** means the Quarter commencing at the start of the first Day of April and ending at the end of the Day which commences on the last day of June;

"Quarter Four" or **"Q4"** means the Quarter commencing at the start of the Day which commences on 1 July and ending at the end of the Day which commences on the last day of September;

"Quarterly" has the meaning given to it in Part C (*Capacity*) Section 1.1.4;

"**Quarterly IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(b);

"**Quarterly IP CSEP Offtake Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(b);

"**Quarterly IP Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(b);

"**Quarterly Set Aside Quantity**" has the meaning given to it in Part C (*Capacity*) Section 2.3.1(a)(i);

"**Reasonable and Prudent Operator**" or "**RPO**" means a person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced operator complying with applicable law and engaged in the same type of undertaking and under the same or similar circumstances and conditions, and the expression "the standard of a Reasonable and Prudent Operator" shall be construed accordingly;

"**Receiving Party**" shall have the meaning given to it in Part I (*Legal and General*) Section 9.1.15;

"**Receiving Data Controller**" has the meaning given to it in Part I (*Legal and General*) Section 9.1.14;

"**Reconciliation Charging Adjustments**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 4.2.2;

"**Reconciliation Procedures**" means the procedures of that name published by the Transporter from time to time;

"**Reconciliation Quantity**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 4.2.1;

"**Reduced Available Daily Interruptible IP VEntry Capacity**" has the meaning given to it in Part H (*Operations*) Section 7.6.2;

"**Reduced Available Daily Interruptible IP VExit Capacity**" has the meaning given to it in Part H (*Operations*) Section 7.7.2;

"**Reduced Daily Interruptible IP VEntry Capacity**" has the meaning given to it in Part H (*Operations*) Section 7.6.4;

"**Reduced Daily Interruptible IP VExit Capacity**" has the meaning given to it in Part H (*Operations*) Section 7.7.4;

"**Reference Banks**" means the principal Dublin offices of Allied Irish Bank, Bank of Ireland and Ulster Bank or such banks as may be appointed as such by the Transporter after consultation with the Shippers;

"**Reference Price**" or "**RP**" means the price payable for IP Capacity, Entry Capacity or Exit Capacity which is booked for a duration which is Annual and which is used to determine capacity based transmission tariffs;

"Registered Shipper" means a Shipper which is registered at an IP Entry Point, Entry Point and/or an Offtake Point, an IP CSEP, an IP VEntry or an IP VExit in accordance with Part F (*Administration*) Section 1 (*Registered Shipper*);

"Registration Effective Date" has the meaning given to it in Part F (*Administration*) Section 1.9.2(c);

"Release Management Procedures" means the Procedures of that name published by the Transporter from time to time and approved by the Commission;

"Relevant Offtake Facility" means (a) in the case of an Exit Point, the Shipper's and/or the End User's Facilities; and (b) in the case of a Connected System Exit Point, the Connected System; and (c) in the case of the Sub-Sea I/C Offtake, the Spur Pipeline;

"Renewable Natural Gas" or **"RNG"** is gas produced from renewable non-fossil sources most commonly by anaerobic digestion of biodegradable matter and which is (or will be) prior to such gas being tendered for delivery to the Transportation System purified and upgraded to meet the applicable Entry Specification;

"Renominated Quantity" means the quantity of Natural Gas (in kWh) specified in a Shipper's Renomination;

"Renomination" means a Nomination submitted in the Renomination Period and may constitute a revision of the Nominated Quantity or Renominated Quantity in an earlier Valid Nomination or Valid Renomination and, where the context so requires, references to a Renomination may be construed as a reference to the Renominated Quantity specified therein;

"Renomination Effective Time" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.8.1;

"Renomination End Time" is, in respect of a Renomination including an IBP Renomination, 02:00 on D;

"Renomination Period" means in respect of a Renomination the period starting at the Renomination Start Time and ending at the Renomination End Time;

"Renomination Start Time" is in respect of a Renomination including an IBP Renomination for a Day, 18:00 hours on D – 1;

"Reserve Price" means the Transporter Reserve Price in respect of any Capacity Auction for Unbundled IP Capacity and means the sum of the Transporter Reserve Price and the Adjacent TSO Reserve Price in respect of any Capacity Auction for Bundled IP Capacity;

"Restricted Capacity" has the meaning given to it in Part H (*Operations*) Section 2.7.1;

"Restricted Capacity Day" has the meaning given to it in Part H (*Operations*) Section 2.3.1;

"Restricted Capacity Percentage" has the meaning given to it in Part H (*Operations*) Section 2.5.2(a);

"Retained Primary Capacity" means that part of the Active Capacity held at or in respect of a LDM Offtake or held at an Entry Point (irrespective of duration) that is held by a Shipper on a Day and which is not Secondary Capacity;

"Retained Primary Entry Capacity" means Entry Capacity that is Retained Primary Capacity;

"Retained Primary IP Entry Capacity" means that part of a Shippers Active IP Entry Capacity held at an IP Entry Point (irrespective of duration) that is held by a Shipper on a Day that is not Primary IP Entry Capacity;

"Retained Primary LDM Exit Capacity" has the meaning given to it in Part C (*Capacity*) Section 9.1.1(f);

"Retained Primary LDM Supply Point Capacity" has the meaning given to it in Part C (*Capacity*) Section 10.1.1;

"Revenue Protection Procedures" shall mean Procedures of that name published by the Transporter from time to time and approved by the Commission;

"Revised Daily Imbalance Quantity" means an Initial Daily Imbalance Quantity that has been revised in accordance with Part E (*Balancing and Shrinkage*) Section 1.5.2;

"Revised Underutilisation Notice" has the meaning given to it in Part H (*Operations*) Section 2A.10.8;

"RNG Delivery Facility" means the plant and equipment constructed and/or installed immediately upstream of the Transportation System where quality parameters are measured and controlled and from which Renewable Natural Gas which meets the Entry Specification may be delivered to the Transportation System;

"RNG Entry Point" means an Entry Point which is connected at the Connected System Point to a RNG Delivery Facility.

"RoI Non Competing Capacity" or **"RoI NCC"** means the Auctionable Capacity in the GB RoI Auction minus the Competing Capacity;

"Rolling Day Ahead Interruptible IP Capacity Auction" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(f);

"Rolling Day Ahead IP Capacity Auctions" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(d);

"Rolling Monthly IP Capacity Auction" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(c);

"Safety Lock" shall mean the locking of a meter at a Gas Point configured within a DM Offtake or an NDM Supply Point for reasons of physical or operational safety. For the avoidance of doubt a Safety Lock shall not require the locking of all meters configured within a DM Offtake or an NDM Supply Point;

"SAP (IBP)" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

"SAP (NBP)" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

"SMP_{buy} (IBP)" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

"SMP_{sell} (IBP)" has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

“**SMP_{buy} (NBP)**” has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

“**SMP_{sell} (NBP)**” has the meaning given to it in Part E (*Balancing Shrinkage*) Section 1.6.1(e);

“**Scheduled Maintenance**” has the meaning given to it in Part G (*Technical*) Section 5.1.3(c);

“**Scheduling Charges**” means Entry Scheduling Charges and/or Exit Scheduling Charges;

“**Secondary Capacity**” means capacity other than Secondary IP Capacity of an individual category that is held by a Shipper on a Day pursuant to an Entry Capacity Trade (which shall be made with respect to the same Entry Point) or an Exit Capacity Transfer (which shall be made at or with respect to the same LDM Offtake) in respect of the Day or a LDM Supply Point Capacity Title Transfer (which shall be made with respect to the same LDM Supply Point) for the Day as the case may be and references to “**Secondary Entry Capacity**” and “**Secondary Exit Capacity**” shall be construed accordingly;

“**Secondary Instrumentation**” means that part of the Measurement Equipment which is not primary metering equipment for measuring gas flow but which may include instrumentation for the sampling and/or analysis of Natural Gas;

“**Secondary IP Capacity**” means IP Entry Capacity or IP CSEP Offtake Capacity that is held by a Shipper on a Day pursuant to IP Capacity Trades (at the same IP) in respect of the Day and “**Secondary IP Entry Capacity**” and “**Secondary IP CSEP Offtake Capacity**” shall be construed accordingly;

“**Second Interconnector Treaty**” has the meaning given to it in Part I (*Legal and General*) Section 12.10.2;

“**Second Quarterly IP Capacity Auction**” shall mean the Annual Quarterly IP Capacity Auctions which takes place prior to the commencement of Q2 of a Gas Year and at which Bundled IP Capacity and/or Unbundled IP Capacity may be made available for a duration which is Quarterly and concurrently in respect of each of Q2, Q3 and Q4 of that Gas Year;

“**Second Tier Imbalance Price**” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(d);

“**Second Tier Imbalance Quantity**” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(b);

“**Shipper**” means any person that holds a Shipping Licence and has entered into a Framework Agreement to include, and be deemed to include, Bord Gáis Energy Supply with the Transporter and/or any relevant Ancillary Agreement to transport Natural Gas through the Transportation System or any part thereof for offtake at an Exit Point or a Supply Point, whether for its own use or for use by a Third Party as an End User;

“**Shipper’s Additional Balancing Action Contribution**” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.18;

“**Shipper’s Annualised Balancing Action Contribution**” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.16;

“Shipper’s Balancing Action Refund” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.19;

“Shipper ID” has the meaning given to it in Part I (*Legal & General*) Section 12.1.5;

“Shipper ID Application” has the meaning given to it in Part I (*Legal & General*) Section 12.2.1;

“Shipper’s Interim Balancing Action Contribution” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.4.17;

“Shipper Personal Data” has the meaning given to it in Part I (*Legal and General*) Section 9.1.16;

"Shipper Portfolio Tolerance" means the single absolute tolerance quantity calculated in accordance with Part E (*Balancing and Shrinkage*) Section 1.7;

“Shipper Prepayment Metering Agreement(s)” shall mean the agreement(s) to be entered into between a Shipper and third party service providers from time to time with respect to the provision of services associated with or ancillary to Prepayment Meters in respect of NDM Supply Points at which the End User is a household customer as identified in the Prepayment Metering Procedure.

"Shipper Requested Lock" shall mean the locking of all meters at all Gas Points configured within a DM Offtake or an NDM Supply Point at the request of the Registered Shipper at such DM Offtake or NDM Supply Point and which request is undertaken for reasons other than physical or operational safety;

"Shipper's Specific Termination Notice" has the meaning given to it in Part I (*Legal and General*) Section 4.2.4;

"Shipping Licence" means a Natural Gas Supply/Shipping Licence granted by the Commission pursuant to Section 16 of the Act;

"Short Term Aggregate DM Exit Capacity" means Exit Capacity that is available to or requested or booked by a Shipper for a duration that is Monthly or Daily and to be held in aggregate in respect of DM Offtakes at which the Shipper is the Registered Shipper;

"Short Term Aggregate DM Exit Capacity Booking" has the meaning given to it in Part C (*Capacity*) Section 7.8.5;

"Short Term Aggregate DM Exit Capacity Effective Date" shall mean the first Day of a Short Term Aggregate DM Exit Capacity Booking with respect to Short Term Aggregate DM Exit Capacity for a Monthly duration and shall be the Day (or the first Day of a specified number of consecutive Days) in respect of which the Short Term Aggregate DM Exit Capacity is booked where the duration is Daily;

"Short Term Aggregate DM Exit Capacity Request" has the meaning given to it in Part C (*Capacity*) Section 7.11.5;

"Short Term Aggregate NDM Exit Capacity Booking" has the meaning given to it in Part C (*Capacity*) Section 6.11.5;

"Short Term Aggregate NDM Exit Capacity" means Exit Capacity that is available to or requested or booked by a Shipper for a duration that is Monthly or Daily such Shipper having aggregate Primary NDM Exit Capacity holding and to be held in

aggregate in respect of NDM Supply Points at which the Shipper is the Registered Shipper;

"Short Term Aggregate NDM Exit Capacity Request" has the meaning given to it in Part C (*Capacity*) Section 7.11.1;

"Short Term Aggregate NDM Exit Capacity Effective Date" means the first Day of a Short Term Aggregate NDM Exit Capacity Booking with respect to Short Term Aggregate NDM Exit Capacity for a duration which is Monthly and shall be the Day (or the first Day of a specified number of consecutive Days) in respect of which Short Term Aggregate NDM Exit Capacity is booked where the duration is Daily; ;

"Short Term Capacity" means Short Term Entry Capacity and/or Short Term Exit Capacity as the case may be;

"Short Term Capacity Booking" means a Short Term LDM Exit Capacity Booking, a capacity booking with respect to Short Term Entry Capacity, a Short Term Aggregate DM Exit Capacity Booking and/or a Short Term Aggregate NDM Exit Capacity Booking (as the case may be);

"Short Term Entry Capacity" means Monthly Entry Capacity and/or Daily Entry Capacity as the case may be;

"Short Term Entry Capacity Notice" has the meaning given to it in Part F (*Administration*) Section 1.3.5;

"Short Term Entry Capacity Request" has the meaning given to it in Part C (*Capacity*) Section 3.2.6;

"Short Term Exit Capacity" means Monthly LDM Exit Capacity, Daily LDM Exit Capacity, Short Term Aggregate DM Exit Capacity, and/or Short Term Aggregate NDM Exit Capacity which is made available (or booked as the context requires) for a Monthly or Daily duration;

"Short Term LDM Capacity Notice" has the meaning given to it in Part F (*Administration*) Section 1.4.6;

"Short Term LDM Exit Capacity" means LDM Exit Capacity for a duration that is Daily or Monthly;

"Short Term LDM Exit Capacity Booking" has the meaning given to it in Part C (*Capacity*) Section 7.4.4;

"Short Term LDM Exit Capacity Request" has the meaning given to it in Part C (*Capacity*) Section 7.4.1;

"Shoulder Period" means the months of October, November, April and May;

"Shrinkage Costs" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.3.1;

"Shrinkage Gas" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.1.3;

"Shrinkage Gas Contract" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.2.1;

"Single Sided" means in respect of an IP Nomination a notification submitted by a Shipper to the Initiating TSO at an IP and which operates as a notification to both the Initiating TSO and Matching TSO at that IP, and which specifies a quantity of Natural Gas to be delivered to or offtaken from the Transportation System and to be offtaken from or delivered to the transmission system of the Adjacent TSO at the same IP and **"Single Sided IP Nomination"** and **"Single Sided IP Renomination"** shall be construed accordingly;

"Siteworks" means works or services undertaken by the Transporter on behalf of a Shipper at or in connection with a DM Offtake, an NDM Supply Point or a Proposed DM Offtake or a Proposed NDM Supply Point and shall include works or services which may be requested or provided in accordance with a Shipper's Siteworks Agreement;

"Siteworks Agreement" means an agreement between the Shipper and/or an End User and the Transporter pursuant to which works are undertaken by the Transporter to facilitate the connection of an End User's site to the Transportation System and which may include an Operational Siteworks Services Agreement;

"Siteworks Procedures" means the Procedures of that name published by the Transporter from time to time and approved by the Commission;

"Small Price Step" means in respect of an Ascending Clock Auction for Unbundled IP Capacity the Transporter Small Price Step and in respect of an Ascending Clock Auction for Bundled IP Capacity the sum of the Transporter Small Price Step and the Adjacent TSO Small Price Step;

"Software" shall mean any software the use of which is licensed by the Transporter to the Shipper to facilitate access to the GNI (IT) Systems or any part in accordance with this Code and shall include any system changes or upgrades as notified by the Transporter to Shippers from time to time in accordance with the Release Management Procedures;

"SoLR Affected Offtakes" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1;

"SoLR Affected Shipper" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1;

"SoLR Capacity Charges" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1 and Section 4.1.3;

"SoLR Exit Capacity Request" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1 and Section 3.3.4;

"SoLR Notice" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1;

"SoLR Procedures" shall mean the Procedures of that name published by the Transporter from time to time and approved by the Commission;

"SoLR Term" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1;

"SoLR Term End Day" shall have the meaning in Part F (*Administration*) Appendix 1 Section 1 and Section 5.1;

“South-North IA” means the Interconnection Agreement relating to the South-North CSEP;

“South-North Interconnection Point” or **“South-North IP”** means the Interconnection Point at Gormanston, Co. Meath, Ireland comprising an IP CSEP and an IP VEntry;

“South-North IP CSEP” means the IP CSEP located at the South-North Interconnection Point;

“South-North IP CSEP Capacity Booking Reference” has the meaning given to it in Part C (*Capacity*) Section 12.5;

“South-North IP CSEP Capacity Overrun” means an IP Overrun at the South/North IP CSEP;

“South-North IP CSEP Capacity Overrun Quantity” means a IP Capacity Overrun Quantity at the South North IP CSEP;

“South-North IP CSEP Offtake Capacity” means IP CSEP Offtake Capacity at the South-North IP;

“South-North IP CSEP Offtake Allocation” means an IP CSEP Offtake Allocation at the South-North IP CSEP;

“South-North IP VEntry” means the IP VEntry at the South-North Interconnection Point;

“Specific Termination Notice” means a Transporter's Specific Termination Notice or a Shipper's Specific Termination Notice (as the context so requires) issued pursuant to Part I (*Legal and General*) Section 4.2;

“SPS Bidding Round” has the meaning given to it in Part C (*Capacity*) Section 2.7.2(c);

“Spur Pipeline” means the pipeline connected to and downstream of the Sub-Sea I/C Offtake for the transportation of Natural Gas to the Isle of Man;

“Standard Capacity Products” means firm IP Capacity the duration of which is Yearly, Quarterly, Monthly, Daily or Within Day;

“Steering Difference” has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(i);

“Steering Tolerance” has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 3.2.1(l);

“Storage Exit Point” shall mean a point at which Natural Gas is offtaken from the Transmission System for injection to a Storage Facility;

“Storage Facility” shall mean a facility for the storage of Natural Gas in respect of which a Licence has been issued by the Commission pursuant to Section 16 of the Act;

“Storage Registration Period” has the meaning given to it in Part F (*Administration*) Section 1.10.1(b);

“Sub-Sea and Ireland Transmission System” has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.4.5(a)(ii);

“**Sub-Sea I/C Capacity Overrun**” has the meaning given to it in Part C (*Capacity*) Section 11.2.1(q);

“**Sub-Sea Interconnector Offtake**” or “**Sub-Sea I/C Offtake**” means that point at which Natural Gas is offtaken from the Transmission System from the Tee assembly forming part of the Transportation System located approximately 12.3 kilometers north of Isle of Man at co-ordinates N54° 20' 30" at 4° 44' 28";

“**Sub-Sea I/C Offtake Adjustment Quantity**” has the meaning given to it in Part G (*Technical*) Section 4.5.8;

“**Sub-Sea I/C Offtake Agreement(s)**” has the meaning given to it in Part H (*Operations*) Section 6.1.1;

“**Sub-Sea I/C Offtake Allocation**” means the quantity of Natural Gas (kWh) that is allocated to a Shipper in accordance with the provisions of Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.7.4 or 2.9 as having been offtaken from the Transportation System at the Sub-Sea I/C Offtake by a Shipper on a Day;

“**Sub-Sea (I/C) Offtake Capacity**” means capacity at the Sub-Sea Interconnector Offtake required for the offtake of Natural Gas from the Transmission System at the Sub-Sea I/C Offtake for onward delivery of Natural Gas to the Isle of Man;

“**Sub-Sea I/C Offtake Capacity Booking**” has the meaning given to it in Part C (*Capacity*) Section 7.13.5;

“**Sub-Sea I/C Offtake Capacity Booking Period**” means the duration for which a Shipper books Sub-Sea I/C Offtake Capacity pursuant to this Code commencing on the Sub-Sea I/C Offtake Capacity Effective Date;

“**Sub-Sea I/C Offtake Capacity Booking Reference**” has the meaning given to it in Part C (*Capacity*) Section 13.6;

“**Sub-Sea I/C Offtake Capacity Request**” has the meaning given to it in Part C (*Capacity*) Section 7.13.2(a);

“**Sub-Sea I/C Offtake Capacity Effective Date**” shall mean the first Day of a Sub-Sea I/C Offtake Capacity Booking which shall be the first Day of a calendar month;

“**Sub-Sea I/C Offtake Capacity Overrun Charge**” has the meaning given to it in Part C (*Capacity*) Section 11.4.5(d);

“**Sub-Sea I/C Offtake Capacity Overrun Quantity**” has the meaning given to it in Part C (*Capacity*) Section 11.2.1(r);

“**Sub-Sea I/C Offtake Measurement Provisions**” has the meaning given to it in Part H (*Operations*) Section 6.2.2(c);

“**Sub-Sea I/C Offtake Nomination**” means a notification by a Shipper [which is a Registered Shipper] at the Sub-Sea I/C Offtake of its intention to offtake a nominated quantity from the Transportation System at the Sub-Sea I/C Offtake and reference to a Sub-Sea I/C Offtake Nomination shall where the context so requires be deemed to include a Sub-Sea I/C Offtake Renomination;

“**Sub-Sea I/C Offtake Reallocation**” means an initial Sub-Sea I/C Offtake Allocation that has been adjusted and/or readjusted between 16:00 hours on D + 1 and 16:00

hours on D + 4 in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2;

“Sub-Sea I/C Offtake Renomination” means a Nomination by a Shipper which is a Registered Shipper at the Sub-Sea I/C Offtake submitted within the Renomination Period and which may be a revision of a Valid Sub-Sea I/C Offtake Nomination or a Valid Sub-Sea I/C Offtake Renomination at the Sub-Sea I/C Offtake;

“Sub-Sea I/C Offtake Requirements” has the meaning given to it in Part H (*Operations*) Section 6.2.2;

“Summer Period” means the period from and including 1 June up to and including 30 September;

“Supplier” shall mean the holder of a Licence with respect to the supply of Natural Gas, issued by the Commission pursuant to the provisions of Section 16 of the Act;

“Supplier of Last Resort” or **“SoLR”** shall mean a Supplier (which shall also be a Shipper) so appointed from time to time by the Commission pursuant to Section 21A of the Gas (Interim) (Regulation) Act 2002;

“Supply Point” means a LDM Supply Point, a DM Supply Point or a NDM Supply Point;

“Supply Point Allocation” means the quantity of Natural Gas that is allocated in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.10 as having been offtaken from the Distribution System by a Registered Shipper at a Supply Point;

“Supply Point Capacity” means LDM Supply Point Capacity, DM Supply Point Capacity and/or NDM Supply Point Capacity as the case may be;

“Supply Point Capacity Charges” has the meaning given to it in Part C (*Capacity*) Section 8.7.1;

“Supply Point Capacity Overrun” has the meaning given to it in Part C (*Capacity*) Section 11.2.1(m);

“Supply Point Capacity Overrun Charge” has the meaning given to it in Part C (*Capacity*) Section 11.6.3(a);

“Supply Point Capacity Overrun Disbursements Account” means the account of that name established by the Transporter pursuant to Part C (*Capacity*) Section 11.2;

“Supply Point Capacity Overrun Quantity” has the meaning given to it in Part C (*Capacity*) Section 11.2.1(p);

“Supply Point Capacity Reference” has the meaning given to it in Part C (*Capacity*) Section 13.7;

“Supply Point Reallocation” means an Initial Supply Point Allocation which has been adjusted and/or readjusted between 16:00 hours on D+1 and 16:00 hours on D+4 in accordance with Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 2.10;

“Supply Point Registration Number” or **“SPRN”** means the unique registration number allocated by the GPRO to a Supply Point;

"**Surrendered Capacity**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1;

"**Surrendered Capacity Acceptance Amount**" has the meaning given to it in Part H (*Operations*) Section 2A.6.2;

"**Surrendered Capacity Duration**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1 and Section 2A.6.2;

"**Surrendering Shipper**" has the meaning given to it in Part H (*Operations*) Section 2A.1.1;

"**Suspension Cancellation Notice**" has the meaning given to it in Part I (*Legal and General*) Section 4.1.5;

"**Suspension Notice**" means a notice issued pursuant to Part I (*Legal and General*) Section 4.1.1;

"**Systematically Underutilised Capacity**" has the meaning given to it in Part H (*Operations*) Section 2A.10.2;

"**System Imbalance Charges**" means the costs incurred and amounts received by the Transporter in connection with any Balancing Action taken by the Transporter on a Day;

"**System Marginal Buy Price**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(d)(ii)(2);

"**System Marginal Sell Price**" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 1.6.1(d)(i)(2);

"**System Stock**" means the quantity of Natural Gas contained within the Transportation System at the beginning of each Day;

"**Tariff**" means the applicable charges in respect of the transmission or distribution of Natural Gas utilising the Transportation System (or any part thereof), determined by the Transporter in accordance with any Legal Requirement or direction of the Commission and published by the Transporter from time to time with the approval of the Commission;

"**Tariff Exempt NDM Supply Point**" shall mean a NDM Supply Point which is tariff exempt in accordance with the Deregistration Procedures;

"**Technical Capacity**" shall mean the maximum amount of capacity calculated by the Transporter in accordance with a methodology developed by the Transporter in consultation with the Commission or otherwise in accordance with any applicable Legal Requirement, that the Transporter can make available as firm Capacity to Shippers at an Entry Point or at an Interconnection Point or in respect of a LDM Offtake as the case may be;

"**Technical Issues**" has the meaning given to it in Part I (*Legal and General*) Section 6.1.1(c);

"**Temporal Balancing Trade**" means an IBP Balancing Trade and/or a Locational Balancing Trade pursuant to which the quantity of Natural Gas the subject matter of the trade must be delivered to or offtaken from the Transportation System within a prescribed period within the Day;

"Termination Notice" means a notice issued pursuant to Part I (*Legal and General*) Section 4.4 (*General Termination Rights*);

"Third Party" means a person who can demonstrate to the reasonable satisfaction of the Transporter and/or the Commission that such person has a direct interest in this Code including an End User, an operator of a Connected System, a bona fide future Shipper and a bona fide future operator of a Connected System;

"Third Party Shipper" means any third party from which a Shipper receives or is entitled to receive Natural Gas at an Entry Point for transportation through the Transportation System;

"Third Quarterly IP Capacity Auction" shall mean the Annual Quarterly IP Capacity Auction which takes place prior to the commencement of Q3 of a Gas Year and at which Bundled IP Capacity and/or Unbundled IP Capacity may be made available for a duration which is Quarterly and concurrently in respect of each of Q3 and Q4 of that Gas Year;

"Total Available Entry Capacity" has the meaning given to it in Part H (*Operations*) Section 2.5.2(a);

"Total Available IP CSEP Offtake Capacity" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"Total Available IP Entry Capacity" has the meaning given to it in Part H (*Operations*) Section 2.5.2;

"Trade Proposal" has the meaning given to it in Part C (*Capacity*) Section 5.1.5;

"Trading Platform" means an electronic platform designated by the Transporter under Part E (*Balancing and Shrinkage*) Section 1.3 provided and operated by a trading platform operator by means of which Shippers may post and accept (including the right to revise and withdraw) bids and offers for gas required to meet short term fluctuations in gas demand and supply and in which the Transporter may participate in trading activity for the purpose of Operating Actions;

"Trading Platform Operator" means the operator for the time being of the Trading Platform which is designated for the time being in accordance with Part E (*Balancing and Shrinkage*) Section 1.3;

"Trading Platform Participation Terms" shall mean the terms and conditions on which Shipper(s) may use a Trading Platform and on which the Transporter may use the Trading Platform for the purpose of undertaking Operating Actions;

"Trading Platform Transaction Agreement" or **"TPTA"** means an agreement between the Transporter and a Shipper whereby the Transporter will acquire from or relinquish to the Shipper a quantity of Natural Gas for a Day utilising the Trading Platform;

"Transfer of Use" means a form of transaction type associated with a Trade Proposal and as so described on the JBP;

"Transferee Shipper" has the meaning given to it in Part C (*Capacity*) Section 4.1.1 or in Part C (*Capacity*) Section 9.1.1(d) or in Part C (*Capacity*) Section 10.1.3 or Part E (*Balancing and Shrinkage*) Section 1.9.1, as appropriate;

"Transferor Shipper" has the meaning given to it in Part C (*Capacity*) Section 4.1.1 or in Part C (*Capacity*) Section 9.1.1(c) or in Part C (*Capacity*) Section 10.1.3 or Part E (*Balancing and Shrinkage*) Section 1.9.1, as appropriate;

"Transitional Booking Period" in the case of Entry Capacity has the meaning given to it in Part C (*Capacity*) Section 3.3.4 and in the case of LDM Exit Capacity (and where applicable LDM Supply Point Capacity) has the meaning given to it in Part C (*Capacity*) Section 7.15.2;

"Transitional Booking Request" in the case of Entry Capacity has the meaning given to it in Part C (*Capacity*) Section 3.3.4(b) and in the case of LDM Exit Capacity (and where applicable LDM Supply Point Capacity) has the meaning given to it in Part C (*Capacity*) Section 7.15.2;

"Transmission Connected DM Exit Point" or **"TCDM Exit Point"** means a point at which Natural Gas is offtaken from the Transmission System and comprises one or more DM Gas Points within a Common Curtilage serving a single End User;

"Transmission Minimum Pressure" has the meaning given to it in Part G (*Technical*) Section 1.2.1;

"Transmission System" means the Transporter's transmission pipelines (as that term is defined in the Act) that are designed to operate at a pressure above sixteen (16) bar, and includes the Onshore Scotland Transmission System, the Sub-Sea and Ireland Transmission System and all associated and ancillary facilities to such pipeline system operated by the Transporter;

"Transmission System Operator Licence" means the transmission system operator licence vested in the Transporter and granted by the Commission pursuant to section 16(1)(c) of the Act on 4 July 2008 together with any applicable licence held by any Affiliate of the Transporter to operate any pipeline constructed pursuant to the Interconnector Treaty or the Second Interconnector Treaty;

"Transmission System Owner" means Gas Networks Ireland acting in its capacity as licensee under the Transmission System Owner Licence including as counterparty to the Operating Agreement and its permitted successors and/or assigns;

"Transmission System Owner Licence" means the transmission system owner licence vested in the Transporter and granted by the Commission pursuant to Section 16(1)(e) of the Act on 04 July 2008;

"Transmission System Shrinkage Costs" means Shrinkage Costs attributed to the Transmission System;

"Transmission System Shrinkage Gas" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.1.4;

"Transportation Licences" means the Transmission System Operator Licence and the Distribution System Operator Licence;

"Transportation System" means the Transmission System and the Distribution System;

"Transportation System Owner" means the Transmission System Owner and the Distribution System Owner;

"Transportation System Owner Licences" means the Transmission System Owner Licence and the Distribution System Owner Licence;

"Transporter" means Gas Networks Ireland, its predecessors and for its permitted successors and/or assigns acting in its capacity as licensee under the Transportation Licences;

"Transporter Determined DM Supply Point Capacity" means in respect of a DM Supply Point, an amount of DM Supply Point Capacity as determined by the Transporter and as so identified and reflected in the Capacity Register;

"Transporter Determined NDM Exit Capacity" means in respect of a NDM Supply Point, an amount of Exit Capacity which is equivalent to the amount of the Transporter Determined NDM Supply Point Capacity in respect of that NDM Supply Point as determined by the Transporter and as so identified and reflected in the Capacity Register;

"Transporter Determined NDM Supply Point Capacity" means in respect of a NDM Supply Point, an amount of NDM Supply Point Capacity as determined by the Transporter and as so identified and reflected in the Capacity Register;

"Transporter Large Price Step" means the increase in price (which may be fixed or variable) between each Bidding Round of an Ascending Clock Auction prior to a First Time Undersell and which shall be determined by the Transporter separately in respect of each Ascending Clock Auction at each Interconnection Point;

"Transporter Personal Data" has the meaning given to it in Part I (*Legal and General*) Section 9.1.17;

"Transporter Premium" means that share of any Auction Premium which is payable to the Transporter;

"Transporter Prepayment Metering Agreements" shall mean those agreements to be entered into between the Transporter and third party service providers from time to time with respect to the provision of services (including services to Shippers) associated with or ancillary to Prepayment Meters in respect of NDM Supply Points at which the End User is a household customer as identified in the Prepayment Metering Procedures.

"Transporter Recommended DM Exit Capacity" means the capacity as recommended by the Transporter (in respect of a DM Offtake) and as so identified and reflected in the Capacity Register;

"Transporter Recommended LDM Supply Point Capacity" means in respect of a LDM Supply Point, an amount of LDM Supply Point Capacity as determined by the Transporter and as so identified and reflected in the Capacity Register;

"Transporter Reserve Price" means the applicable tariff in respect of relevant IP Capacity or relevant Interruptible IP Capacity (as the case may be) at the applicable Interconnection Point;

"Transporter Small Price Step" means the increase in price (which may be fixed or variable) between each Bidding Round of an Ascending Clock Auction after a First Time Undersell and which shall be a fraction of the Transporter Large Price Step determined by the Transporter separately in respect of each Ascending Clock Auction at each Interconnection Point;

"Transporter's Specific Termination Notice" has the meaning given to it in Part I (*Legal and General*) Section 4.2.1;

“Treaty Entitlement” means the entitlement of a competent authority in the Isle of Man to capacity in the Transportation System pursuant to the Second Interconnector Treaty;

"UK Network Code" means the Network Code prepared by Transco pursuant to its gas transportation licence, as from time to time modified under the said licence;

"Unaccounted For Gas" has the meaning given to it in Part E (*Balancing and Shrinkage*) Section 2.1.5;

"Unbooked Capacity" has the meaning given to it in Part H (*Operations*) Section 2A.1.1;

"Unbundled IP Capacity" means Unbundled IP Entry Capacity and/or Unbundled IP CSEP Offtake Capacity and/or Interruptible IP Capacity as the case may be;

"Unbundled IP CSEP Offtake Capacity" means IP CSEP Offtake Capacity which is not Bundled IP CSEP Offtake Capacity including capacity which has ceased to be Bundled Capacity in accordance with this Code;

"Unbundled IP Entry Capacity" means IP Entry Capacity which is not Bundled IP Entry Capacity including capacity which has ceased to be Bundled Capacity in accordance with this Code;

"Under Delivery" means the delivery to the Transportation System by a Shipper of a quantity of Natural Gas on a Day that is less than the Shipper's Nominated Quantity on the Day;

"Underutilisation Notice" and **"Revised Underutilisation Notice"** shall have the meaning given to them in Part H (*Operations*) Section 2A.1.1 and Section 2A.10.3;

"Underutilising Shipper" shall have the meaning given to it in Part H (*Operations*) Section 2A.1.1;

"Uniform Price Auction" means an auction in which the Shipper in a single Bidding Round bids price as well as capacity quantity and where all Shippers who are allocated capacity pay the price of the lowest successful Bid;

"Upstream Operator" means an operator of a transportation system upstream of the Transportation System (including, for the avoidance of doubt, any transportation systems or facilities upstream of the Transportation System which may not have been constructed or be in operation at the coming into force of this Code);

"Valid Bundling Request" has the meaning given to it in Part C (*Capacity*) Section 2.14.4;

"Valid Buyback Offer" has the meaning given to it in Part H (*Operations*) Section 2A.16.6;

"Valid Capacity Surrender Request" has the meaning given to it in Part H (*Operations*) Section 2.A.5.6;

"Valid CSEP Exit Nomination" and **“Valid CSEP Exit Renomination”** shall have the meaning in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.2.3(e) or Section 1.2.4(h) (as the case may be);

"Valid Demand Indication" has the meaning in Part H (*Operations*) Section 8.2.3;

"**Valid Entry Nomination**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.2.2(c);

"**Valid Entry Renomination**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section Section 1.2.3(h);

"**Valid Exit Nomination**" shall have the meaning in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Sections 1.2.3(e);

"**Valid Exit Renomination**" has the meaning given to it in Part D (*Nominations, Allocations and NDM Supply Point Reconciliation*) Section 1.2.4(h);

"**Valid IBP Nomination**" or "**Valid IBP Renomination**" means an IBP Nomination or an IBP Renomination, as the case may be, that has been accepted by the Transporter and has been matched by an equal and opposite IBP Nomination or IBP Renomination and, where the context so requires, "**Valid IBP Sell Nomination**", "**Valid IBP Buy Nomination**", "**Valid IBP Sell Renomination**" and "**Valid IBP Buy Renomination**" shall be construed accordingly;

"**Valid IP CSEP Offtake Renomination**" has the meaning given to it in the definition of IP Renomination;

"**Valid IP Entry Renomination**" has the meaning given to it in the definition of IP Renomination;

"**Valid IP Nomination**" has the meaning given to it in the definition of IP Nomination;

"**Valid IP Renomination**" has the meaning given to it in the definition of IP Renomination;

"**Valid IP VEntry Nomination**" has the meaning given to it in the definition of IP Nomination;

"**Valid IP VEntry Renomination**" has the meaning given to it in the definition of IP Renomination;

"**Valid IP VExit Nomination**" has the meaning given to it in the definition of IP Nomination;

"**Valid IP VExit Renomination**" has the meaning given to it in the definition of IP Renomination;

"**Valid Meter Read**" means a Meter Read that has been subject to, and not rejected in accordance with, the Transporter's validation checks (as amended from time to time);

"**Valid Nomination**" means a Valid Entry Nomination, a Valid Exit Nomination, a Valid IBP Nomination, a Valid CSEP Exit Nomination, [*a Valid VIP Nomination*], a Valid Sub-Sea I/C Offtake Nomination or such one or more of them as the context may require;

"**Valid Renomination**" means a Valid Entry Renomination, a Valid Exit Renomination, a Valid IBP Renomination, a Valid CSEP Exit Renomination, [*a Valid VIP Renomination*] or a Valid Sub-Sea I/C Offtake Renomination or such one or more of them as the context may require;

"**Valid Sub-Sea I/C Offtake Nomination**" and "**Valid Sub-Sea I/C Offtake Renomination**" shall have the meaning in Section 1.2.3(e) or 1.2.4(h) (as appropriate).;

“Valid VIP Nomination” or **“Valid VIP Renomination”** means a VIP Nomination or a VIP Renomination, as the case may be, that has been accepted by the Transporter and, where the context so requires, **“Valid VIP Injection Nomination”**, **“Valid VIP Withdrawal Nomination”**, **“Valid VIP Injection Renomination”** and **“Valid VIP Withdrawal Renomination”** shall be construed accordingly;]

[**“Valid VIP Withdrawal Nomination”** has the meaning given to it in Part D (Nominations, Allocations and NDM Supply Point Reconciliation) Section 1.1.1(jj);

“Valid VIP Withdrawal Renomination” has the meaning given to it in Part D (Nominations, Allocations and NDM Supply Point Reconciliation) Section 1.1.1(jj);]

“Variance Percentage” or **“VP”** means a percentage calculated in accordance with Section 11.3.4;

[**“VIP Allocations”** means the quantity of Natural Gas that is allocated in respect of VIP Injection Allocation(s) and/or VIP Withdrawal Allocation(s) in accordance with Part D (Nominations, Allocations and NDM Supply Point Reconciliations) Section 2.16 as having been injected or withdrawn by a Shipper at the VIP on a Day;][**“VIP Injection Allocation”** means in respect of a Shipper the Nominated Quantity in such Shipper’s Valid VIP Injection Nomination or Valid VIP Injection Renomination in respect of a Day;][**“VIP Injection Nomination”** means a notification by a VIP Shipper to the Transporter of its intention to inject a Nominated Quantity at the VIP on a Day pursuant to such Shipper’s relevant I/C Inventory Agreement;

“VIP Injection Renomination” means a revision of a Nominated Quantity in an earlier Valid VIP Injection Nomination or Valid VIP Injection Renomination;

“VIP Nomination” means a VIP Injection Nomination and/or a VIP Withdrawal Nomination as appropriate;]

“Virtual Allocation Quantity (Entry)” shall in respect of a Bi-Directional CSP for a Day on which there is a Net Metered Quantity (Exit) means the quantity notified as such to the Transporter pursuant to any Bi-Directional CSP Procedures or the EODQ in respect of the Day, or the quantity nominated for delivery to the Transportation System at the Bi-Directional CSP notified as such pursuant to any applicable CSA (as the case may be);

“Virtual Allocation Quantity (Exit)” shall mean in respect of a Bi-Directional CSP for a Day on which there is Net Metered Quantity (Entry) means the quantity notified as such to the Transporter pursuant to any Bi-Directional CSP Procedures or the aggregate of the Nominated Quantities of all Valid CSEP Exit Nominations on that Day or the quantity nominated for offtake at the Bi-Directional CSP notified as such pursuant to any applicable CSA (as the case may be);

[**“Virtual Inventory Point”** or **“VIP”** means the notional point on the Transmission System at which VIP Injection Nominations, VIP Withdrawal Nominations, VIP Injection Renominations and VIP Withdrawal Renominations are transacted;]

[**“VIP Renomination”** means a revision of a Nominated Quantity or Renominated Quantity in an earlier Valid VIP Nomination or Valid VIP Renomination;

“VIP Shipper” means a Registered Shipper who has reserved I/C Inventory Space with the Transporter;

“VIP Utilisation” means the quantity of Natural Gas retained by a VIP Shipper at the VIP on a Day being the aggregate of the VIP Injection Allocations made in respect of

such Shipper less the VIP Withdrawal Allocations made in respect of such Shipper from time to time during such Shipper's relevant I/C Inventory Booking Period (adjusted from time to time by any quantity of Natural Gas which constitutes such Shipper's VIP Utilisation at the end of one I/C Inventory Booking Period and the commencement of an immediately consecutive I/C Inventory Booking Period);

"VIP Withdrawal Allocation" means in respect of a Shipper the Nominated Quantity in such Shipper's Valid VIP Withdrawal Nomination(s) or Valid VIP Withdrawal Renomination on a Day;

"VIP Withdrawal Nomination" means a notification by a VIP Shipper to the Transporter of its intention to withdraw a Nominated Quantity at the VIP on a Day pursuant to such Shipper's relevant I/C Inventory Agreement;]

[**"VIP Withdrawal Renomination"** means a revision of a Nominated Quantity in an earlier Valid Withdrawal Nomination or Valid Withdrawal Renomination;]

"Water Content" means the amount of water in Natural Gas measured in mg/m³ which condenses to form water droplets;

"Water Dewpoint" means the temperature at which water vapour within Natural Gas condenses to form water droplets;

"Wilful Misconduct" means, in relation to the Transporter or a Shipper, a wilful or deliberate disregard for its obligations under this Code or any Ancillary Agreement with the intent to create or confer a material commercial advantage on the Transporter or Shipper or to deprive the other party of commercial advantage;

"Winter Period" means the period from and including 1 December up to and including 31 March;

"Withdrawal Availability Period" has the meaning given to it in Part H (*Operations*) Section 2A.10.4(e);

"Withdrawable Capacity" shall have the meaning given to it in Part H (*Operations*) Section 2A.1.1(gg);

"Withdrawal Notice" has the meaning given to it in Part H (*Operations*) Section 2A.13.1;

"Withdrawal Period" has the meaning given to it in Part H (*Operations*) Section 2A.13.1;

"Withdrawn Capacity" has the meaning given to it in Part H (*Operations*) Section 2A.13.1;

"Within Day" has the meaning given to it in Part C (*Capacity*) Section 1.1.4(g);

"Within-Day Exit Capacity Transfer" has the meaning given to it in Part C (*Capacity*) Section 9.4.2;

"Within-Day Exit Capacity Transfer Request" has the meaning given to it in Part C (*Capacity*) Section 9.4.3;

"Within-Day Interruptible IP Capacity" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(b);

"**Within Day IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(e);

"**Within Day IP Capacity Auction**" has the meaning given to it in Part C (*Capacity*) Section 2.2.3(e);

"**Within-Day IP Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(e);

"**Within-Day IP CSEP Offtake Capacity**") has the meaning given to it in Part C (*Capacity*) Section 2.1.3(e);

"**Yearly**" has the meaning given to it in Part C (*Capacity*) Section 1.1.4;

"**Yearly IP Auctionable Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.4.1(a);

"**Yearly IP CSEP Offtake Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.3(a);

"**Yearly IP Entry Capacity**" has the meaning given to it in Part C (*Capacity*) Section 2.1.

"**Zero Flow Day**" shall mean a Day on which the Net Metered Quantity (Entry) is equal to the Net Metered Quantity (Exit) including a Day upon which there has been no Natural Gas metered as delivered to or offtaken from the Transmission System at the Bi-Directional CSP;

2. INTERPRETATION

2.1 Unless the context otherwise requires any reference in this Code or any Ancillary Agreement:

- 2.1.1 to a particular Part, Section or Appendix is to a Part, Section or Appendix of this Code;
- 2.1.2 in a particular Part to a particular Section is to a Section of that Part;
- 2.1.3 to a statute, by-law, regulation, delegated legislation or order shall be construed as being to a statute, by-law, regulation or order of Ireland;
- 2.1.4 to the word "**including**" or to the word "**include**" shall be construed without limitation;
- 2.1.5 to a person shall be construed as a reference to any person, firm, company, corporation, government or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 2.1.6 to the singular shall include the plural and vice versa;
- 2.1.7 to a "**day**", "**month**" and "**year**" shall be to a calendar day, calendar month and calendar year, respectively;
- 2.1.8 to any gender includes the other; and
- 2.1.9 to the identity of the Shipper is a reference to the Shipper's ID.

- 2.2 Any reference in this Code or any Ancillary Agreement to a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time and to any by-law, regulation, delegated legislation or order made thereunder.
- 2.3 Any reference in this Code or any Ancillary Agreement to any agreement, Transportation Licences, Transportation System Owner Licences, or instrument is to the same as amended, novated, modified, supplemented, revised or replaced from time to time.
- 2.4 Any reference in this Code or any Ancillary Agreement to time shall be construed by reference to whatever time may from time to time be in effect in Ireland.
- 2.5 Where a word or expression is defined in this Code or any Ancillary Agreement, cognate words and expressions shall be construed accordingly.
- 2.6 Part and Section headings in this Code or any Ancillary Agreement are for ease of reference only and shall not affect its construction.
- 2.7 References to "**this Code**" or "**this Code of Operations**" shall mean the Parts, Sections and Appendices of this Code and shall be read as one document.
- 2.8 Words not otherwise defined that have a well-known and generally accepted technical or trade meanings in the gas industry in Ireland are used in the Code in accordance with such recognised meanings.
- 2.9 Words and phrases which appear in uppercase in this Code shall have the meaning ascribed to such terms in Section 1.1, however, in instances where any number of such terms appear consecutively in the text of this Code, they should each have their own independent meaning unless a specific definition has otherwise been attributed to a combination of such terms in Section 1.1.