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**NETWORK ENTRY AGREEMENT**

**between**

**Wales & West Utilities Limited**

**and**

**[REDACTED]**

**in respect of**

**the gas entry facility located at [REDACTED]**

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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

1. **Wales & West Utilities Limited** (registered in England and Wales under number 5046791), whose registered office is at Wales & West House, Spooner Close, Coedkernew, Newport, Gwent, NP10 3FZ (the "**DN Operator**").
2. [REDACTED], (registered in [REDACTED] under number [REDACTED], whose registered office is at [REDACTED] (the "**DFO**").

**RECITALS:**

- A. The DFO is the operator of the Delivery Facility.
- B. The DN Operator is the owner and operator of the Entry Facility and a Gas Transporter pursuant to the Gas Act.
- C. The Network Code provides that the specification, entry pressure, point of delivery and basis of measurement of Natural Gas delivered to the System at a System Entry Point will, and certain other matters may, be set out in Network Entry Provisions forming part of a Network Entry Agreement between the DN Operator and the operator of a Connected Delivery Facility and refers to Local Operating Procedures that will be agreed between them.
- D. The Parties wish to agree procedures and terms with regard to the provision of Natural Gas flow related information to each other in respect of the System Entry Point so as to facilitate the safe and efficient operation of the Delivery Facility, the Entry Facility and the System.
- E. The DN Operator and the DFO wish to enter into this Agreement, which shall be the Network Entry Agreement relating to the System Entry Point for the purposes of the Network Code.

**NOW IT IS HEREBY AGREED:**

**1. Definitions and Interpretation**

- 1.1 In this Agreement the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"**Actual Flow Rate**" at any time shall mean the total instantaneous volumetric flow rate, in the form of Natural Gas, expressed in SCM/D that is being delivered at the System Entry Point;

"**Affiliate**" shall mean any holding company or subsidiary of a Party or any company which is a subsidiary of any holding company of a Party and the expressions "holding company" and "subsidiary" shall have the meanings respectively attributed to them by section 1159 of the Companies Act 2006 ;

"**Agent**" shall mean the representative duly appointed by System Users to be responsible for the apportionment of Natural Gas between them immediately downstream of the System Entry Point;

"**Agreement**" shall mean this agreement, being a Network Entry Agreement, and the

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Schedules attached hereto, as may be amended by written agreement of the Duly Authorised Representatives of the Parties hereto, from time to time;

"**Barg**" shall mean bar gauge;

"**Competent Authority**" means the Gas and Electricity Markets Authority, or any local, national or supra national agency, authority, department, inspectorate, minister, ministry, court, tribunal or official or public or statutory person (whether autonomous or not) of, the United Kingdom (or the government thereof) or of the European Union which has jurisdiction over the DN Operator or the subject matter of this Agreement;

"**Confidential Information**" has the meaning given in Clause 5.2;

"**Connected Delivery Facility**" shall have the meaning specified in the Network Code;

"**D-1 Gas Day**" shall mean the Day before the Gas Day;

"**D Gas Day**" shall mean the Gas Day;

"**D+1 Gas Day**" shall mean the Day after the Gas Day

"**Daily Flow Notification**" or "**DFN**" shall be the notification given by facsimile (or other agreed means) by the DFO to the DN Operator in respect of a Gas Day showing the daily notifications in paragraph 2.2 of Schedule 1 and substantially in the form of Attachment B to Schedule 1B;

"**Day**" shall mean the period from 06.00 hours on one day to 06.00 hours on the following day or such other times as may be defined in the Network Code;

"**Delivery Facility**" shall mean the gas entry facility operated by the DFO at Bristol Sewage Treatment Works from which Natural Gas may be tendered for delivery at the System Entry Point and, for the avoidance of doubt, is a Connected Delivery Facility. The Delivery Facility is more particularly described in Schedule 1A;

"**Delivery Facility Owners**" shall mean the owners of the Delivery Facility from time to time, with the owners of the Delivery Facility at the date hereof being Wessex Water Enterprises Limited trading as GENeco;

"**DFO Representative**" shall be the person notified in writing by the DFO from time to time to the DN Operator as its representative for the provision and receipt of information.

"**Directive**" shall mean any present or future directive, request, requirement, instruction, code of practice, 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 includes any modification, extension or replacement thereof;

"**DN Operator Shift Representative**" shall be the person or post notified by the DN Operator from time to time to the DFO as its representative for the provision and receipt of information.

"**Duly Authorised Representative**" shall mean any of those employees of a Party whose names have been notified in writing to the other Party as having authority to bind the Party in circumstances where its agreement is required hereunder and, until otherwise notified, shall in the case of the DN Operator be such person who from time to time shall occupy the position of Head of Commercial and Regulation or Director of Asset and HSE and in the case of the DFO, shall be such person who from time to time shall occupy the

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position of General Manager. For the avoidance of doubt, the Duly Authorised Representative will not be the DFO Representative or the DN Operator Shift Representative;

**"Emergency Shut Down Condition"** shall mean any condition requiring the DN Operator acting reasonably and prudently, in accordance with the relevant emergency procedures, to cease forthwith to accept Natural Gas at the System Entry Point in the interest of preventing possible damage to the System or the injury or death of any person;

**"End of Day Volume"** shall mean the total volume of Natural Gas, in SCM, delivered at the System Entry Point during the Gas Day;

**"End of Day Energy Quantity"** shall mean the total quantity of energy of Natural Gas, in GWh, delivered at the System Entry Point during the Gas Day;

**"Entry Facility"** shall mean the DN Operator facilities at which Natural Gas may be received into the System at Bristol Sewage Treatment Works. The Entry Facility is more particularly described in Schedule 1A;

**"Exact Hour"** shall mean the time in full hours and no minutes (e.g. 15.00 hours is an Exact Hour);

**"Expected End of Day Volumetric Quantity"** shall mean the total volume of Natural Gas, in SCM/D, reasonably estimated by the DFO to be delivered at the System Entry Point by the end of the Gas Day;

**"Expected Flow Rate"** in respect of any Gas Day shall mean the total instantaneous volumetric estimated flow rate for each remaining hour of such Gas Day expressed as a volume per hour that the DFO expects in its reasonable opinion will be delivered at the System Entry Point;

**"Gas Act"** shall mean the Gas Act 1986 and any regulations issued thereunder;

**"Gas Day"** shall mean the period of hours beginning at 06.00 hours on any calendar day and ending at 06.00 hours on the following calendar day or such other times as may be defined in the Network Code such original day being specified on the Daily Flow Notification;

**"Gas Entry Conditions"** shall mean in respect of the System Entry Point the limits and other requirements as to the composition, pressure, temperature and other characteristics of Natural Gas delivered or tendered for delivery at the System Entry Point as set out in Schedule 3;

**"Gas Transporter"** shall mean a holder of a gas transporter licence (or treated as granted) under section 7(2) of the Gas Act ("**GT Licence**"), together with any successor or assignee thereof;

**"GWh"** shall mean GigaWatt hour or one million (1,000,000) kWh;

**"GWh/D"** shall mean GWh per Gas Day;

**"Individual System Entry Point"** shall mean a point on the System at which gas can flow into the System;

**"Joule"** shall mean a joule as defined in ISO 1000-1981(E);

**"kWh"** shall mean a kiloWatt hour or three million six hundred thousand (3,600,000)

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Joules;

**"Legal Requirement"** shall mean any Act of Parliament, regulation, licence or Directive of a Competent Authority;

**"Local Operating Procedures"** shall mean the procedures agreed by the Parties for the safe operation of System and the Delivery Facility, as agreed and amended from time to time;

**"Measurement Provisions"** shall mean those procedures, methods and standards in place in respect of the measurement and determination of the volume, calorific value, quantity and delivery characteristics of Natural Gas delivered or tendered for delivery at the System Entry Point as set out in Schedule 4;

**"Megajoules"** shall mean one million (1,000,000) Joules;

**"Maximum Entry Capacity"** shall mean, in respect of any Gas Day, the total instantaneous volumetric estimated flow rate in Standard Cubic Metres per hour (scmh) as specified in Schedule 6 that the DN Operator will allow to be injected into the System.

**"Minimum Entry Capacity"** shall mean, in respect of any Gas Day, the total instantaneous volumetric estimated flow rate of in Standard Cubic Metres per hour (scmh) as specified in Schedule 6 that the DN Operator will make available at all times excepting if an incident affects the normal operation of the System.

**"Natural Gas"** shall mean any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at Standard Temperature and Standard Pressure are or is predominantly in the gaseous state;

**"Network Code"** shall mean the document prepared by the DN Operator pursuant to its GT Licence governing transportation arrangements for Natural Gas on the System incorporating the Uniform Network Code, as may be modified and supplemented from time to time, including any replacement thereof;

**"Network Emergency Coordinator"** shall mean the person who is, from time to time, the network emergency coordinator in respect of the System in accordance with the Gas Safety (Management) Regulations 1996;

**"Network Entry Agreement"** shall mean this Agreement;

**"Network Entry Provisions"** are the terms and conditions which specify the requirements in respect of the delivery of Natural Gas to the System at the System Entry Point including, inter alia, the Gas Entry Conditions, the Measurement Provisions and the points of delivery and the Special Delivery Arrangements set out in Schedule 3;

**"Network Entry Valve (NEV)"** is a remotely operated device which when closed prevents the flow of gas from the Delivery Facility entering the System

**"Non-Compliant Gas"** means gas that does not comply continuously in all respects with the Network Entry Provisions;

**"Parties"** shall mean the companies or persons as are from time to time party to this Agreement and **"Party"** shall be construed accordingly;

**"Permitted Range"** shall mean the range specified in the table set out in paragraph 2.8 of Schedule 4;

**"Reasonable and Prudent Operator"** shall mean a person acting, 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

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reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

"**Standard Cubic Metre**" shall mean that amount of Natural Gas that, at Standard Temperature and Standard Pressure and being free of water vapour, occupies one cubic metre and "**SCM**" shall have the corresponding meaning;

"**Standard Pressure**" shall mean one decimal zero one three two five (1.01325) bar;

"**Standard Temperature**" shall mean fifteen degrees Celsius (15°C);

"**System**" shall mean the pipeline system operated by the DN Operator through which the conveyance of Natural Gas is authorised by the GT Licence granted to the DN Operator;

"**System Capacity**" has the meaning given in the Network Code;

"**System Entry Point**" shall mean the point on the System comprising the Individual System Entry Point located on the incoming pipeline from the Delivery Facility to the Entry Facility which is so defined in Attachment A to Schedule 1A;

"**System Users**" shall mean the persons licensed under Section 7A of the Gas Act that are party to the Network Code and from time to time delivering Natural Gas into the Entry Facility at the System Entry Point;

"**Tolerances**" shall mean (unless otherwise agreed between the Parties Duly Authorised Representatives from time to time):

(a) for changes to the Expected Flow Rate a tolerance of plus or minus three per cent (3%) of the then prevailing Expected Flow Rate;

(b) for changes to the DFO's estimated calorific value a tolerance of plus or minus zero decimal five (0.5)MJ/SCM; and

(c) for changes to the DFO's estimated Expected End of Day Volumetric Quantity a tolerance of plus or minus three per cent (3%) of the then prevailing Expected End of Day Volumetric Quantity;

"**Transportation Arrangement**" means an arrangement made by the DN Operator with any person for the transportation of Natural Gas in the System from the System Entry Point and a reference to a Transportation Arrangement shall include the Network Code;

"**TFA**" shall be the advice given by facsimile (or other agreed means) by the DN Operator to the DFO whenever gas tendered for delivery at the System Entry Point does not, in the DN Operator's reasonable opinion, comply with the Gas Entry Conditions, shall be as set out in Attachment B to Schedule 1B;

"**Validation**" shall mean validation of the metering system, which requires each installed component of the Measurement Equipment to be checked to ensure it is still operating in the manner required by the design specification, and "**Validated**" shall be construed accordingly.

1.2 The clauses, paragraphs and other headings in this Agreement are for convenience only and shall not affect its interpretation or construction.

1.3 Any reference in this Agreement to the singular shall (save where the context requires



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otherwise) include a reference to the plural (and vice versa).

- 1.4 Reference in this Agreement to any statute, statutory instrument or statutory provision includes any amendment, re-enactment or supplement thereto.
- 1.5 References to a Schedule shall, unless the context requires otherwise, include the Attachments thereto.

## **2. Scope and Application**

- 2.1 This Agreement comprises the main body hereof and the documents contained in the Schedules attached hereto. In the case of any conflict, the provisions of the main body hereof shall prevail over the provisions of the documents contained in the Schedules attached hereto.
- 2.2 Without prejudice to any other agreement (including any Delivery Agreement or Transportation Arrangement) between the Parties, nothing in this Agreement shall:
- (a) impose any obligation or confer any entitlement on the DFO to deliver Natural Gas to the System, or as to the rates, quantities, pressure and quality of Natural Gas so delivered; nor
  - (b) make any provision of any Transportation Arrangement or Delivery Agreement binding as between the DN Operator and the DFO nor is any provision of this Agreement deemed to amend or vary any such Transportation Arrangement or Delivery Agreement.
- 2.3 Without prejudice to any other agreement (including any Delivery Agreement or Transportation Arrangement) between the Parties, this Agreement shall not require the DN Operator or the DFO to increase the flow rate capacity of any part of the System or (as the case may be) Delivery Facility, or to take any other step with a view to it being feasible to accept the delivery of Natural Gas into the System from the Delivery Facility at the System Entry Point in any quantities or at any rate, nor to accept an application by any System User for any particular System Capacity or capacity in the Delivery Facility.
- 2.4 Save as expressly provided otherwise in this Agreement, each Party will perform its duties under this Agreement in accordance with the standard of a Reasonable and Prudent Operator.
- 2.5 The DFO enters into this Agreement on behalf of itself and the Delivery Facility Owners provided that the DN Operator shall look only to the DFO for due performance of this Agreement.

## **3. Compliance with Regulations and Implementation of Local Operating Procedures**

- 3.1 The Parties recognise that in some instances DFO owned assets will directly affect the ability of the DN Operator to comply with its obligations. The DFO shall ensure that it will comply with the following, non-exclusive list of documents and acknowledges that the DN Operator has a legitimate requirement to establish the DFO's compliance with them;
- (a) IGEM TD 13 and TD 16
  - (b) ME/2
  - (c) Pressure System Safety Regulations

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(d) Direction and regulations issued under Gas Act Sections 12 and 13

- 3.2 The Parties shall agree Local Operating Procedures and agree that, with effect from the start of the Gas Day on the Day following the date hereof (or as otherwise agreed between the Parties in writing), the Local Operating Procedures shall apply between the Parties. The Parties shall keep under review, and (as may be appropriate for reasons of safety or prudent operation) from time to time revise, the prevailing Local Operating Procedures, provided that no revision shall be effective unless made in accordance with the agreed revision process for the Local Operating Procedures.
- 3.3 Each Party shall provide information to the other in accordance with, and otherwise comply with, the Local Operating Procedures.

#### **4. Duration**

- 4.1 This Agreement shall continue in full force and effect unless and until terminated by agreement in writing between the Parties' Duly Authorised Representatives or pursuant to Clause 4.3.
- 4.2 Subject to Clause 4.3, if at any time after the date of this Agreement either Party wishes to terminate this Agreement, then the Parties hereby agree to meet in good faith to discuss and agree all matters pertaining to a termination of this Agreement, including the timing thereof.
- 4.3 The DFO shall be entitled to terminate this Agreement upon giving not less than eighteen (18) months prior notice to the DN Operator. Following the giving of such notice, the Parties hereby agree to meet in good faith to discuss and agree all matters pertaining to such termination of this Agreement. The DN Operator shall be entitled to notify System Users that the DFO has given notice to terminate this Agreement and to advise System Users of the date of such notice and the date on which such termination will take effect.
- 4.4 Upon termination of this Agreement or the Delivery Facility otherwise ceasing to be connected to the Entry Facility, each Party shall be responsible for the costs of any decommissioning and disassembly or removal of its facilities.

#### **5. Confidentiality and Use of Information**

- 5.1 The provision of information by either Party to the other pursuant to this Agreement shall be made in good faith by the Party disclosing such information but without any liability for or warranty as to the accuracy or completeness of such information. If either Party acts upon information provided by the other, that Party shall do so at its own risk.
- 5.2 For the purposes of this Agreement, in relation to a Party "Confidential Information" means the terms of this Agreement and any information disclosed to that Party by the other (whether orally or in writing or in some other permanent form) in connection with this Agreement, which at the relevant time:
- (a) has not already been, or could not already have been, lawfully acquired by the Party to whom the disclosure is made; or
  - (b) is not already in the public domain (other than as a result of a breach of the terms of this Clause 5).
- 5.3 Except with the prior written consent of the other Party, and subject to Clause 5.4, each Party shall keep confidential, and shall not disclose to any third party or use other than for a purpose connected with this Agreement, all Confidential Information. In the event of a

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breach of any provision of this Clause 5, the provisions of Clause 6.2 or 6.3 (as the case may be) shall apply.

5.4 A Party may disclose Confidential Information:

(a) to that Party's legal counsel, other professional consultant or adviser, insurer, accountant, underwriter or provider of finance or financial support, or their legal counsel and advisers, provided that such disclosure is solely to assist the purpose for which such person was engaged;

(b) if required and to the extent required by any Legal Requirement, or by a Competent Authority, or by the rules of any recognised stock exchange upon which the share capital or debt of the Party making the disclosure is or is proposed to be from time to time listed or dealt in;

(c) to any of its Affiliates for the purposes of this Agreement;

(d) to directors and employees of that Party and of its Affiliates, to the extent required for the proper performance of their work;

(e) to any bona fide intended assignees of a Party's interests under this Agreement;

(f) not used

(g) in respect only of the contents of the Local Operating Procedures and Schedule 1B (with the exception of the contents of Attachment D thereto) and the Network Entry Provisions attached in Schedule 3 and the Measurement Provisions set out in Schedule 4), to any System User;

(h) in the case of the DN Operator, in respect only of the End of Day Energy Quantity and any revisions thereto and the calculated calorific value figures provided by the DFO pursuant to paragraph 2.7, "CV Measurement" of Schedule 4 to any Agent of System Users and in addition to System Users, provided that the DN Operator notifies or has notified such System User's Agent and the System Users that the DFO accepts no liability for the data and it is used entirely at their own risk;

(i) in the case of the DFO in respect only of any TFA (or any part thereof), to its System Users.

(j) In the case of the DN Operator all Users in the case of Non-Compliant Gas

5.5 Except as otherwise provided in this Clause 5.5, a Party shall ensure that any person to which it discloses information pursuant to Clause 5.4 (other than Clause 5.4(b)) undertakes to hold such Confidential Information subject to confidentiality obligations equivalent to those set out in Clause 5.3 (excluding legal counsel). Where the DN Operator discloses information pursuant to Clause 5.4(h), it shall ensure that any person to which it discloses information pursuant to Clause 5.4(h) undertakes to hold such Confidential Information' subject to the confidentiality obligations specified in the relevant Transportation Arrangement.

5.6 The foregoing obligations with regard to Confidential Information shall remain in effect for three (3) years after this Agreement is terminated or expires.

**5A Warranty**

5A1 The DFO warrants with continuing effect that:

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- 5A1.1 The DFO shall act in a reasonable and prudent manner in the operation of the Delivery Facilities and the pipe-line system connecting its facilities to the System in so far as such operation may affect the operation of the System of the DN Operator
- 5A1.1B The DFO shall use its best endeavours to ensure that at all times and in all circumstances it ensures that it fulfils all the obligations to be performed by the DFO for which under this Agreement the DN Operator is or may be criminally liable in the event of default by the DFO (including without limitation with respect to gas quality, pressure management and CV measurement and reporting) exactly and in their entirety.
- 5A1.2 Without prejudice to the generality of the remaining provisions of this cause 5A, the DFO shall not knowingly or recklessly pursue any course of conduct (either alone or with some other person) which is likely to prejudice:
- (a) the safe and efficient operation, from day to day, of the System of the DN Operator;
  - (b) the safe, economic and efficient balancing of the System of the DN Operator or the pipe-line system of any other relevant gas transporter (so far as such other relevant gas transporter is required to balance its pipe-line system).
- 5A1.3 The DFO shall not knowingly or recklessly act in a manner likely to give a false impression to the DN Operator as to the expectations that it may have as to the aggregate quantity of gas to be brought onto the System by the DFO through the System Entry Point to which this Agreement relates, and it shall take reasonable measures in response to any request the DN Operator may reasonably make to ensure that it is able to operate its System in an economic and efficient manner, pursuant to its Gas Transporter Licence.

## **6. Limitation of Liability**

- 6.0 Clauses 6.1 and 6.4 shall limit the liability of the DFO (save as provided by clause 6.1) and save where the DFO is in breach of any provision of, or warranty under, clause 5A, in which case the DFO liability for any such breach shall be capped at £1m in respect of each event or series of related events arising out of such breach.
- 6.1 Save as provided in Clauses 6.0, 6.2, 6.3, 6.5, 6.7 and 10.3, each Party hereby agrees that it shall have no liability to the other Party nor any recourse against the other Party, whether in contract, in tort (including negligence) breach of statutory duty or otherwise arising out of or in connection with the subject matter of this Agreement. Without prejudice to the foregoing and subject as aforesaid:
- (a) the DFO shall not be liable to the DN Operator in respect of any failure of Natural Gas delivered to the System Entry Point to comply with the Gas Entry Conditions that results in the DN Operator refusing to accept the Natural Gas in so far as it affects the day to day operation of the System;
  - (b) the DN Operator shall not be liable to the DFO in respect of any failure of the DN Operator (for whatever reason) to accept gas tendered for delivery at the System Entry Point, it being recognised and agreed by the DFO that, as provided by clause 2.2, this Agreement does not constitute a Transportation Arrangement and that nothing in this Agreement confers no present or future right on the DFO with

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respect to the conveyance of Natural Gas by the System;

- (c) each of the DN Operator and the DFO agrees that it shall have no liability to the other nor any recourse against the other whether in contract, in tort (including negligence), breach of duty (whether statutory or otherwise) or otherwise arising out of or in connection with the Local Operating Procedures or any part thereof; and
  - (d) neither Party will be liable to the other for any failure to comply with any of the terms and conditions contained in the Network Entry Provisions.
- 6.2 If the DN Operator breaches its obligations under Clause 5, its liability to the DFO shall be limited in aggregate to five hundred thousand pounds sterling (£500,000) in respect of all claims made by the DFO for each period of twelve (12) months during the term of this Agreement (the first such period commencing on the date of this Agreement).
- 6.3 If the DFO breaches its obligations under Clause 5, its liability to the DN Operator shall be limited in aggregate to five hundred thousand pounds sterling (£500,000) in respect of all claims made by the DN Operator for each period of twelve (12) months during the term of this Agreement (the first such period commencing on the date of this Agreement).
- 6.4 Not used.
- 6.5 Nothing in this Agreement shall exclude or limit the liability of either Party in respect of:
- (a) death or injury caused by (i) its negligence; or (ii) breach of the terms of this Agreement; or
  - (b) any liability to the other Party in respect of its liability to any third party with respect to death or injury arising out of such negligence or breach.
- 6.6 Nothing in this Agreement shall exclude or limit the ability of either Party in to secure injunctive relief.
- 6.7 No provision of this clause 6 shall limit the liability of the DFO to the DN Operator in respect of any fine incurred by the DN Operator as a consequence of a breach of the DFO of the warranty under clause 5A1.1B.
- 6.8 The DFO shall, prior to connecting the Delivery Facility to the System, in so far as such insurance is available on commercially reasonable terms, effect and thereafter maintain for the duration of this Agreement:
- (a) public liability insurance with a limit of indemnity not less than £10,000,000 per occurrence and unlimited as to the number of occurrences; and
  - (b) products liability insurance with a limit of indemnity not less than £10,000,000 per occurrence and with a total aggregate indemnity of not less than £10,000,000.

The DFO shall upon the DN Operator's reasonable written request, provide insurance certificates issued by its insurance broker to the DN Operator confirming that such insurances are in full force and effect.

## **7 Ownership and Operation**

### **7.1 Renewable Heat Incentive**

- 7.1.1 The eligibility or non-eligibility by the DFO of any payment under section 100 of the Energy Act 2008 shall have no effect on the terms of this agreement and shall not be a legitimate reason for an amendment to this agreement.

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7.1.2. For the avoidance of doubt, nothing in this agreement shall alter the intent that the DFO shall be entitled to receive any payments due in respect of the Renewable Heat Incentive scheme

## **7.2 Ownership**

7.2.1 The Delivery Facility and Entry Facility are as described in Schedule 1A

## **7.3 Network Entry Provisions**

7.3.1 The Network Entry Provisions applicable in respect of the System Entry Point shall be as described in Schedule 3.

7.3.2. Network Entry Provisions shall contain *inter alia* conditions and tolerance whereby the DN Operator acting reasonably and in accordance with its GT Licence obligations may at its discretion operate the Network Entry Valve.

7.3.3 Where any Party identifies a relevant Legal Requirement relating to the flow composition or other characteristics of Natural Gas processed by the Delivery Facility or delivered to or conveyed by the System that in its opinion have not been complied with in this Agreement, then Duly Authorised Representatives of the Parties will meet as soon as reasonably practicable in good faith in order to discuss and seek to agree any written amendments which may be required to this Agreement in order to comply with such Legal Requirement.

7.3.4 In respect of the Network Entry Provisions in Schedule 3:

7.3.4.1 The DFO acknowledges that the DN Operator has a Gas Act obligation to operate an efficient System and that in respect of odourisation that it achieves this by odourising the gas entering at NTS entry points and that the DFO is therefore to odourise the gas to comply with the requirements of the Gas Safety Management Regulations as though the gas was input at a pressure less than 7Bar.

7.3.4.2 The DFO shall odourise gas to ensure that the gas entering the System complies with the requirements Schedule 3. The DFO shall put controls in place to ensure that at all times that gas entering the System is adequately odourised, neither being under odourised nor over odourised.

7.3.4.3 The DFO shall comply with a reasonable request by the DN Operator to adjust levels of odorant either up or down if the DN Operator's tests on its system indicate that such changes are required to maintain the correct levels of odourisation downstream of the System Entry Point.

7.3.4.4 The DFO recognises that the System is managed in various ways in particular that pipelines which comprise the System vary in their material of construction, operating pressure and daily pressure variation

7.3.4.5 The DN Operator shall provide the DFO with information on the operation of the System in particular on the pressure management requirements of the System to enable the DN Operator to operate the System in an economic and efficient manner

The DFO agrees that it will use all reasonable endeavours to comply with reasonable requests throughout the day by DN Operator to adjust the pressure at which gas is input into the System (within the range listed in Schedule 3) so that the DN Operator can:

- a) operate the System in an economic and efficient manner and
- b) in particular to enable the DN Operator to minimise shrinkage and to avoid pressure fluctuations on the System.

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- 7.3.4.6 The DFO recognises that the CV of the gas transported in a CV charging zone is calculated in accordance with the Gas Calculation of Thermal Energy Regulations and that if gas entered the System with a CV that caused the cap on Flow Weighted Average CV calculation in accordance with these regulations to be triggered then there is the potential for high values of CV shrinkage to occur. The DFO recognises that inputting gas of such CV that it triggers the cap on Flow Weighted Average CV is undesirable and therefore has agreed to add propane to the gas entering the system to meet a target CV.
- 7.3.4.7 Both Parties recognise that meeting the target CV requires addition of more propane than would be required to meet the requirements of the Gas Safety Management Regulations
- 7.3.4.8 The DN Operator shall at the request of the DFO provide such information as it may have to assist the DFO in meeting the target CV in Schedule 3 of this Agreement where the DFO agrees to pay all reasonable costs in the set up and ongoing provision of this data.
- 7.3.4.9 In responding to a specific request by the DN Operator acting reasonably to vary the CV of Natural Gas delivered to the Entry Point the DFO will use its reasonable endeavours to respond to such a request.

7.4 In respect of Entry Capacity:

- 7.4.1 The DN Operator has agreed to provide the Minimum Entry Capacity listed in Schedule 6 to enable the DFO to input gas into the System subject to any reinforcement works that may be required being completed and if applicable paid for by the DFO.
- 7.4.2 The DFO may request additional capacity in excess of the Minimum Entry Capacity up to the Maximum Entry Capacity and the DN Operator will use reasonable endeavours to make this available.
- 7.4.3 The DFO shall have no obligation to input gas at any time but shall use reasonable endeavours to meet requests from DN Operator to flow at particular times
- 7.4.4 The DFO recognises that the arrangements for entry capacity are being developed and that:
- a) new entry connections in the same part of the System may wish to use any entry capacity that may be available from time to time that is not allocated to the DFO as Maximum Entry Capacity and that this capacity will be allocated by the DN Operator equitably with no preference given to any one entrant
  - b) reductions in volumes of gas taken by exit connections in the same part of the System may reduce the available entry that is available over the Minimum Entry Capacity.

7.5 The DFO may apply to the DN Operator for permission to input Non-Compliant Gas

- 7.5.1 Should DFO wish to input Non-Compliant Gas then it may request the DN Operator to investigate the implications of acceding to this request stating that the DFO shall fund all costs related to obtaining an exemption from Legal Requirement from any Competent Authority, any costs of setting up systems and processes required to monitor compliance with such exemption, any costs of running such systems and processes and any costs associated with decommissioning any additional equipment required as a result of exemption if such exemption is revoked or no longer required. The

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parties shall meet to put in place a Special Delivery Arrangement as envisaged by UNC TPD I 3.5. For the avoidance of doubt the DN Operator may also require relevant System Users to sign Ancillary Agreements.

- 7.5.2 The DN Operator shall use its reasonable endeavours to obtain an exemption on to enable the DFO to input Non-Compliant Gas and shall provide reasonable evidence that the costs it has incurred in this regard are reasonable.
- 7.5.3 Should the DN Operator be able to demonstrate to the reasonable satisfaction of the DFO that there is no realistic likelihood of obtaining such an exemption then it shall be relieved of its obligation in clause 7.5.1
- 7.6 In compliance with the requirement of UNC TPD 3.3.1 on the System User, the DFO shall not without the express agreement in writing of the DN Operator cause or allow Non-Compliant Gas to be input into the System.
- 7.6.1 The DFO shall put in place procedures that prevent Non-Compliant Gas being delivered to the System through the System Entry Point.
- 7.6.3 The DFO shall ensure that its systems provide the DN Operator with sufficient timely information to enable it to determine whether the gas is compliant in real or near real time. The DFO shall have a system of alarms that will assist it preventing Non-Compliant Gas being delivered to the System through the System Entry Point. The DFO shall ensure that these alarm signals are communicated from the Delivery Facility to the relevant DN Operator control centre via the telemetry system and to the Delivery Facility control centre. The DFO shall act on these alarms to ensure that Non-Compliant Gas is not delivered to the System through the System Entry Point, time being of the essence.
- 7.6.4 To minimise the risk of Non-Compliant Gas being input into the System the DFO shall ensure that its gas quality measurement equipment is located as near the gas production facility as possible so that if Non-Compliant Gas is detected then it can be prevented from entering the System.
- 7.6.5 If in the reasonable opinion of the DN Operator, the DFO does not use its best endeavours to prevent the entry of Non-Compliant Gas, then it may close the valve on its System at the Entry Facility.
- 7.6.6 The DFO shall comply with all reasonable requests by the DN Operator to limit or cease the flow of Non-Compliant Gas, time being of the essence. The DFO shall ensure that its systems and processes are able to accommodate safely an unexpected closure of the valve at the Entry Facility.
- 7.6.7 The detailed procedures for operating the alarms, closing the valve and related matters shall be agreed by the DFO and the DN Operator and included in the Local Operating Procedures.
- 7.6.8 Where the DFO cannot meet the requirements of the Measurement Provisions, for example owing to failure of the equipment installed for the purpose of meeting the requirements of Schedule 4, then it shall immediately notify the DN Operator of the extent of the non-compliance and the expected length of the non-compliance.
- 7.6.9 If the DFO cannot demonstrate that the Natural Gas is not Non-Compliant



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Gas, for example due to failure to meet the Measurement Provisions owing to failure of any part of the Delivery Facility, then the DN Operator may treat the gas as Non-Compliant Gas and take any action that it would reasonably take if the Natural Gas was in fact Non-Compliant Gas.

- 7.7 The Measurement Provisions are listed in Schedule 4.
- 7.8 Flow notifications shall be issued in accordance with the Local Operating Procedures.
- 7.9 Information provision to WWU
  - 7.9.1 The DFO who is the operator of the gas quality measurement equipment recognises that the DN Operator requires some of the information from the DFO's equipment to enable it to operate its System. The DFO shall make available to the other DN Operator the information in accordance with Schedule 4
- 7.10 Planned Flow Changes due to Maintenance Procedures
  - 7.10.1. Both Parties shall, in good faith, seek to coordinate their maintenance activities at the System Entry Point in order to minimise disruption to each other.
  - 7.10.2. Representatives of the DFO and the DN Operator shall meet at least once per year and on other occasions as required to discuss their respective planned maintenance programmes, emergency shutdown tests, pipeline operations and procedures associated with these activities to assist the integrity and safety of the Delivery Facility and the Entry Facility. In addition, representatives of the DFO and the DN Operator shall meet at least once per year and on other occasions as required to discuss any new supplies and changes to existing supplies to assist the integrity and safety of the Delivery Facility and the Entry Facility. The two meetings referred to above may be held separately from each other or combined to form a single meeting, as the Parties may agree from time to time.
  - 7.10.3 Both Parties will make reasonable efforts to accommodate the requirements of the other and any other planned maintenance, by telephone one week before they are intended to take effect. The maintenance related flow profiles will subsequently be detailed on the Daily Flow Notification.
  - 7.10.4 The DN Operator is responsible for all maintenance of the DN Operator plant and equipment and the DFO is responsible for its plant and equipment. The owner of the site is responsible for the site as a whole. The DFO shall control the site procedures and permit to work systems and the DN Operator shall comply with these requirements.
- 7.11 Faults and Emergencies
  - 7.11.1 If there is a complete cessation of the flow from the Delivery Facility, the DN Operator may shut the necessary valves to the Entry Facility to safeguard the System
  - 7.11.2 In the event of an Emergency Shut Down Condition on the System, the DN Operator may close the necessary valves at the Entry Facility and/or

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elsewhere on the System. The DN Operator will as soon as is practicable following such event inform the DFO Representatives of the reasons and the likely duration of the Emergency Shut Down Condition.

7.11.3 In the event of an emergency at the Delivery Facility requiring immediate cessation of supply, the DFO Representative may close the necessary valves at the Delivery Facility. The DFO shall inform the DN Operator Shift Representative as soon as possible of the emergency, give the reasons therefor and, if possible, estimate the likely duration of the emergency and in response the DFO recognises that the DN Operator may close the Network Entry Valve

7.11.4 It is acknowledged that emergency procedures are in place at both the Delivery Facility and the Entry Facility. In the event of an emergency at either facility, that could have an impact on the gas flows, this paragraph 7.11 provides for the appropriate communications to be made. Such communications will be made as soon as is reasonably practicable.

7.12 Payments for maintenance of Entry Facility and Minimum Entry

7.12.1 Each party shall be responsible for the maintenance of its own assets.

7.13 Notification for the purposes of gas settlements

For the avoidance of doubt WWU shall not be responsible for the submission of any data on behalf of the DFO nor its shipper for the purposes of gas settlements

## **8. Accession and Retirement**

8.1 In the event that the DFO proposes to transfer the operation of the Delivery Facility, the DFO shall procure that the transferee accedes to this Agreement, save where this Agreement is otherwise novated in accordance with Clause 9.

8.2 Not used

8.3 Not used

8.4 In the event that the DFO intends to cease being the operator of the Delivery Facility, it shall notify the DN Operator at least fourteen (14) days prior to such cessation, specifying the date on which such cessation will occur which shall not be earlier than the date of such notice.

8.5 In the event that the DFO serves a notice pursuant to Clause 8.4 it shall cease to be a Party on the date specified in such notice as being the date on which it will cease to be the operator of the Delivery Facility.

## **9. Assignment**

9.1 Subject to Clauses 9.2 and 9.3, neither Party shall novate, assign nor otherwise transfer its rights and obligations under this Agreement in whole or in part without the prior written consent of the other Party (such consent not be unreasonably withheld or delayed).

9.2 Subject to the consent of the DN Operator (such consent not to be unreasonably withheld or delayed) the DFO may assign, novate or otherwise dispose of its rights and obligations

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under this Agreement in whole or in part to its nominee and the DN Operator shall promptly execute the necessary legal documents reasonably required by the DFO to effect such assignment, novation or other disposal of the DN Operator's rights and obligations under the Agreement. The Parties agree that it shall be unreasonable for the DN Operator to withhold consent pursuant to this Clause 9 where the DN Operator's proposed novatee/assignee has a financial standing equal to or better than the DFO's at the date of entering into this Agreement.

- 9.3 The DN Operator shall be entitled to assign its rights and obligations under this Agreement in whole or in part without the prior written consent of the DFO where the DN Operator also assigns operation of that part of the System including the Entry Facility to a third party holding a GT Licence for that part of the System including the Entry Facility. In this event, in a form reasonably approved by the DFO, the DN Operator shall procure prior to such assignment that such third party agrees with the DFO to be bound by the terms of this Agreement.

## **10. Compatibility of the Delivery Facility and Entry Facility**

- 10.1 The provisions of paragraph 5 of Schedule 3 shall apply between the Parties.
- 10.2 Subject to Clause 10.4, if the DN Operator proposes to modify the Entry Facility or the DFO proposes to modify the Delivery Facility, in each case such that the Entry Facility and the Delivery Facility would cease to be technically and operationally compatible following such modification, then the Party proposing the modification shall give the other Party as much advance notice of the same as is reasonably practicable. Following the giving of such notice, the Parties shall meet as soon as reasonably practicable to discuss in good faith the implications of the proposed modification on the Delivery Facility or Entry Facility (as the case may be). The DN Operator's GL/5 process shall be utilised to assess and approve modifications that affect the safety and operation of the DN Operator's System.
- 10.3 Notwithstanding the foregoing, but subject to Clause 10.4 and 10.3A, where by reason of any modification made or to be made by the DN Operator to the Entry Facility or by the DFO to the Delivery Facility, the Entry Facility and the Delivery Facility (as applicable) cease or will cease to be technically and operationally compatible then in the case of modifications to the Entry Facility the DFO shall promptly modify the Delivery Facility and in the case of modifications to the Delivery Facility the DN Operator shall promptly modify the Entry Facility so as to restore the compatibility between the Delivery Facility and the Entry Facility. The Party whose modifications have caused the incompatibility between the Delivery Facility and the Entry Facility shall reimburse the other Party for any expenditure reasonably incurred by the other Party in carrying out those modifications necessary to address the incompatibility that directly results from the initial modifications,
- For the avoidance of doubt this Clause 10.3 applies in the case where the DFO's modifications are to either increase or decrease the capacity of the Delivery Facility such that the Delivery Facility range of flow rates into the Entry Facility is modified to such an extent that such rates are wholly or partly outside the design parameters of the Entry Facility such that the DN Operator determines that the Entry Facility should be modified.
- 10.3A Clause 10.3 shall not apply to any DFO or DN Operator modifications where such modifications are made in order to comply with any Legal Requirement which did not previously exist in relation to the Entry Facility or the Delivery Facility (as the case may be).
- 10.4 For the avoidance of doubt:
- (a) the DN Operator shall in no circumstances be liable for any modifications required

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- to any plant, equipment or facilities upstream of the Delivery Facility;
- (b) the DFO shall in no circumstances be liable for any modifications required to any part of the System downstream of the Entry Facility unless the DFO has requested a change in firm Entry Capacity and the DN Operator determines (acting reasonably) that it needs to modify its System to accommodate the proposed change in capacity;
  - (c) the DN Operator shall not be liable to pay the DFO any costs in respect of modifications to the Delivery Facility that arise as a result of any modifications to the System (other than the Entry Facility); and
  - (d) the DFO shall not be liable to pay the DN Operator any costs in respect of modifications to the Entry Facility that arise as a result of any modifications to any plant, equipment or facilities on the DN Operator System upstream of the Entry Facility unless part of a reinforcement project paid for by the DFO.

## 11. Notices

- 11.1 Any notice or other communication to be given by one Party to the other pursuant to the terms of this Agreement shall be personally delivered to the addressee or sent by prepaid recorded delivery post or facsimile and shall be deemed to have been given: (a) on the day when delivered if delivered by hand; (b) on the day when received in legible form if sent by facsimile (subject only to confirmation or satisfactory completion of such transmission to the correct number); or (c) when received if sent by post. Any notice or communication given by facsimile (other than routine notices and communications pursuant to the Local Operating Procedures) shall be promptly confirmed by letter sent by prepaid recorded delivery or by hand but without prejudice to the validity of the original notice if received.
- 11.2 Unless otherwise specified and subject to the service of notices for the purposes of Attachments A, C and E to Schedule 1B, the addresses to which notices and communications under and pursuant to this Agreement shall be sent shall be as follows:

- (a) If to the DN Operator:

Wales & West Utilities Limited  
Wales & West House  
Spooner Close  
Coedkernew  
Newport  
NP10 8FZ

Marked for the attention of: Company  
Secretary

Facsimile: 0870 1450076

- (b) If to the DFO:

[the DFO registered address]

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Marked for the attention of: [REDACTED]  
Facsimile: [REDACTED]

**12. Amendment**

- 12.1 Where, in the opinion of one of the Parties, a decision by a Competent Authority, requires a review of this Agreement or makes a review of this Agreement desirable then the Parties shall meet in good faith as soon as reasonably practicable to make the necessary changes to this Agreement.
- 12.2 Any amendment to the terms of this Agreement (including for the avoidance of doubt the Schedules hereto) shall be agreed between the Parties' Duly Authorised Representatives in writing.

**13. Entirety of Agreement**

- 13.1 The documents forming the Agreement shall be read as one and shall constitute the entire express agreement between the Parties with respect to the subject matter hereof and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties hereto with respect to the subject matter hereof and no Party shall rely on or be bound by any of the foregoing not appearing in or incorporated by specific reference into the Agreement. Nothing in this Clause shall operate to exclude a Party's liability to the other for fraudulent misrepresentation.

**14. Survival**

- 14.1 The provisions of the Agreement which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of the Agreement shall survive after termination.

**15. Severability**

- 15.1 If any term or provision in the Agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

**16. Third Party Rights**

- 16.1 Subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of the Agreement shall or may be construed as creating any rights enforceable by a third party and all third party rights as may be implied by law are hereby excluded to the fullest extent permitted by law from the Agreement.

**17. Governing Law**

- 17.1 This Agreement shall be governed by and construed in accordance with English and Welsh law and each Party agrees to submit to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising under this Agreement.

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**IN WITNESS** of which the duly authorised representatives of the Parties have executed this Agreement on the day and year first above written.

**SIGNED** for and on behalf of

**SIGNED** for and on behalf of

**Wales & West Utilities Limited**

[  ]

**Signed:** .....

**Signed:** .....

**Name:** .....

**Name:** .....

**Position:** .....

**Position:** .....

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**Schedule 1A**  
**OWNERSHIP**

**1 Schematic diagram of the connection between the facilities**

1.1 Attachment A shows a schematic diagram of the connection between the facilities.

**2 Site layout of the facilities**

2.1 Attachment B shows the site layout of the facilities.

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**Attachment A to Schedule 1A**

**SCHEMATIC DIAGRAM OF THE CONNECTION BETWEEN THE FACILITIES**



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**Attachment B to Schedule 1A**

**SITE LAYOUT OF THE FACILITIES**

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**Attachment A to Schedule 1B**  
**DAILY FLOW NOTIFICATION**

<b>[ site address ]</b>	<b>Date</b>	<b>Time</b>
<b>Total daily Quantity m3</b>		
<b>Outage period (24 hr clock)</b>		
<b>Contact Information</b>	<b>Tel</b>	<b>Email</b>

**Attachment B to Schedule 1B**

**TFA**

	<b>Transportation Flow Advice (TFA)</b>
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<b>ENTRY POINT</b>		<b>DFO</b>	
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<b>GAS DAY</b>			
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The DN Operator hereby notifies you that, due to a [constraint on the System][breach of the Gas Entry Conditions], the System is unable to accept, to the extent identified in this TFA, natural gas from the DFO's connected delivery facility at the rate and/or amount specified in the latest DFN. The instantaneous delivery rate shall not exceed the specified **TFA** rate.

**Instruction to cease flow of gas to WWU Network**

<b>Effective from TIME</b>	<b>Current DFN</b>	<b>Effective To HOUR</b>	<b>Note</b>
24 hour clock time	SCM/D	24 hour clock time	

<b>ISSUED</b>	
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The information contained in the facsimile is confidential and may be privileged. This facsimile is intended only for the DFO named above. If you are not the intended recipient any review, dissemination or copying of this facsimile is prohibited. If you have received this facsimile by accident, please notify the Network Manager immediately by telephone on 03301 00 00 62.

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**Attachment C to Schedule 1B  
COMMUNICATIONS**

1. DN Operator Shift Representative

Telephone: (Control Room) 03301 00 00 62 (phones are recorded)

Facsimile: (Control Room) 03301 00 00 65

Email: (Control Room) WWU\_systemoperations\_operations@wwutilities.co.uk

2. DFO Representative

[REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

[REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

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**Attachment D to Schedule 1B  
Not Used**

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**Attachment E to Schedule 1B**

**NOTIFICATION OF MAINTENANCE – By Delivery Facility**

This form is used to notify the DN Operator of the maximum gas flow of which a Delivery Facility is capable, at the System Entry Point to the System, taking into account all information available to the DFO, concerning planned maintenance activities.

This information is provided in good faith based upon best judgement of the DFO without liability.

To be returned by 15<sup>th</sup> of each quarter:

**September** (for that calendar year and the following calendar year)

**December** (for the following calendar year)

**March** and **June** (for that calendar year)

In between each quarterly update any changes to previously communicated planned maintenance should be provided to the DN Operator (on the same proforma), as soon as they are known.

**To:**

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	

**From:**

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Signed</b>	

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**MAINTENANCE DETAILS:**

<b>Ref. No.</b>	<b>Start Date</b>	<b>Finish Date</b>	<b>Maintenance Activity (with details where appropriate)</b>	<b>Resulting gas flow capability at Delivery Facility (SCM/D)</b>	<b>Provisional or Confirmed</b>

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**Schedule 2**  
**DELIVERY FACILITY OWNERS**

**Not used**



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**Schedule 3**  
**GAS ENTRY CONDITIONS**

**1. Connected Delivery Facility and Individual System Entry Point(s)**

- 1.1 The Connected Delivery Facility is the Delivery Facility as defined in this Agreement.
- 1.2 The Individual System Entry Point(s) comprised in the System Entry Point are shown in the drawing attached as Attachment A to Schedule 1A

**2. Gas Entry Conditions**

- 2.1 These Gas Entry Conditions shall have been determined by an appropriate risk assessment process in accordance with GQ8 and shall apply at the System Entry Point. Where the DFO intends to make, what in the opinion of a Reasonable and Prudent Operator, would be regarded as a material change in the feedstock used to produce the gas, the DFO shall notify the DN Operator sufficiently in advance to enable a revised GQ8 risk assessment to be made and allow the Parties to make any necessary changes to processes, alarm settings or any other arrangements to enable the changed feedstock to be utilised. These changes shall be implemented and tested to the satisfaction of the DN Operator before the change in feedstock is implemented.
- 2.2 All Natural Gas delivered to the System at the System Entry Point shall be in accordance with the requirements of paragraphs 2.4 to 2.9 of this Schedule 3 and summarised in the Natural Gas Delivery Conditions characteristics Table in this Schedule 3.

**Delivery Temperature**

- 2.4 The Natural Gas shall be between zero and twenty degrees Celsius (0°C and 20°C);

**Contaminants**

- 2.5 Natural Gas entering the System shall not contain any solid, liquid or gaseous material which would interfere with the integrity or operation of the System or any pipeline connected to such System or any appliance which a consumer might reasonably be expected to have connected to the System or endanger the health of any person who may come into contact with the gas in either normal operating conditions or as a result of an incident. The DFO shall install active carbon filtration in its system.
- 2.6 All Natural Gas entering the System shall be in accordance with the following values:
- (a) the values set out in Part 1 of Schedule 3 to the Gas safety (Management) Regulations 1996 (other than in relation to hydrocarbon dew point and water dew point, which shall be as set out below);
  - (b) hydrocarbon dew point - not more than minus two degrees Celsius (-2°) at any pressure up to the delivery pressure provided in paragraph 2.2(b);
  - (c) water dew point - not such as would cause a water dew point more than minus ten degrees Celsius (-10°) at the delivery pressure provided in paragraph 2.8;
- 2.7 Tests for biological colonies shall be at the frequency listed in Natural Gas Delivery Conditions characteristics Table in this Schedule. If the tests show that biological colonies are present in the enriched bio methane then the test frequency shall be increased to that shown in the Table until the DN Operator is satisfied that the tests can be returned to the original lower frequency. If the tests show that biological colonies are consistently absent the Parties shall meet in good faith to review the need for testing.

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- 2.8 Both Parties recognise the risk to the rhinologists of the DN Operator of inhaling biological colonies and both Parties will co-operate to ensure that the results of the tests for biological colonies are completed and notified to the DN Operator to enable the rhinologist tests to be performed as soon as possible after the tests have been completed. The DFO recognises that failure to perform the tests for biological colonies may mean that the DN Operator is not able to perform rhinology tests and may require the cessation of Natural Gas injection into the DN Operator's System.
- 2.9 Both Parties recognise that tests for siloxanes and the determination of safe limits are subject to ongoing work and agree that the limits and testing regime for siloxanes will be updated by the Parties meeting in good faith as industry best practice develops.

#### **Odour**

- 2.7 The gas shall contain a stenching agent as required by the Gas Safety (Management) Regulations Schedule 3

#### **Pressure**

- 2.8 The Pressure of the Natural Gas entering the System shall be that required to deliver gas into the System taking account of the back pressure as the same shall vary from time to time. The delivery pressure shall not exceed the safe operating pressure of the System at the System Entry Point as notified from time to time by the DN Operator (subject to the provisions of paragraph 6.8 of Schedule 1 and the terms of any pressure maintenance agreement which may, after the date hereof, be entered into between the parties). The pressure shall be in the following range: 0.075 to 2barg

#### **Target CV**

- 2.9 Target CV (Real Dry Gross Calorific Value) shall be the target CV as notified by the DN Operator to the DFO from time to time in accordance with the Local Operating Procedures.

#### **3. Measurement Provisions**

- 3.1 The Measurement Provisions are as set out in Schedule 4.

#### **4. Points of Delivery**

- 4.1 The points of delivery at the System Entry point shall be that defined in this agreement.

#### **5. Additional Requirements**

- 5.1 The DFO shall maintain, repair and operate the Delivery facility to the standard of a Reasonable and Prudent Operator, and the DN Operator shall maintain, repair and operate its System to the standard of a Reasonable and Prudent Operator. In the event that either Party believes that the other Party is not complying with its obligations set out above, then (without prejudice to any rights the first Party may have under any Delivery Arrangement or Transportation Arrangement) it shall notify the other Party accordingly. Following the giving of such notice, the Parties shall meet as soon as reasonably practicable to discuss the matter in good faith.

**Natural Gas Delivery Conditions characteristics Table**

Property	Range or limit	On Line measurement	Sample Frequency
Temperature	0 to 20 deg C	X	
Odour Intensity	6 mg/m <sup>3</sup> +/-0.4	X	
Hydrogen sulphide	< = 3 ppm	X	
Total sulphur	< 50 mg/m <sup>3</sup>		6 monthly
Hydrogen	<0.1 mol %		6 monthly
Oxygen	< 1.0 % vol	X	
Organo halides			6 monthly
Radioactivity			N/A
Biological colonies			Monthly reverting to weekly if colonies found in monthly check
Hydrocarbon dewpoint	-2 deg C		6 monthly
Water dewpoint	< -10 deg C at 10 barg	X	
Wobbe Number	47.2 to 51.41 MJ/m <sup>3</sup>	X	
Incomplete Combustion Factor (ICF)	< 0.48	X	
Soot Index (SI)	< 0.6	X	
Gross calorific value	Grid target value	X	
Siloxanes	0.5mgSi/m <sup>3</sup>		Monthly
Pressure	[REDACTED]	X	

**6. Operation under Fault or Emergency Conditions**

6.1 The DFO shall design the Delivery Facility to operate safely under fault or emergency conditions and shall include, without limitation the following

6.1.1 Prevention of over pressurisation of the DN Operator System

The DFO shall install protective equipment to prevent the over pressurisation of the DN Operator System and shall install a single lockable cut off valve which the DFO can operate to protect the DN Operator's System. Pressure regulating equipment upstream of the connection to WWU's pressure system will be designed in accordance with industry guidelines set out in IGE/TD/13 Ed2. A copy of the PSSR schematic drawing will be provided to WWU for reference, including a component list, set points of regulators, primary protective devices (slam-shut or other) and their

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sensing points. The primary protective devices will be set to prevent the DN Operator's System exceeding its Safe Operating Limit (SOL), normally the MOP + 10%. A Written Scheme of Examination (WSoE) will be in place in accordance with the Pressure Systems Safety Regulations for the primary protective devices and records of inspections carried out in accordance with the WSoE will be provided to the DN Operator's System or to satisfy the it of their condition and ability to function to protect the DN Operator's system from exceeding its Safe Operating Limit Inspections of the primary protection device shall take place every 2 years in accordance with WWU procedures. Any faults identified during these inspections will be notified to WWU along with details of proposed measures to address them.

6.1.2 Prevention of back flow from DN System

The DFO shall install a non-return valve on its system to prevent back flow from the DN System and shall ensure that the meter installed will record reverse flow.

6.1.3 Prevention of flow of Non-Compliant Gas into DN Operator System

The DFO shall design its system so that failure of odourisation, propanation or other gas quality excursions do not result in Non-Compliant Gas flowing into the DN Operator System Prevention or reverse flow from DN System. As a minimum the the DFO shall ensure that Non-Compliant Gas is either recirculated, or flared or vented.

6.1.4 Security breach or damage

The DFO shall ensure that any DN Operator apparatus installed in housings or buildings owned by the DFO is adequately protected to ensure that it cannot be tampered with or damaged. The DFO shall ensure that in the event of damage to its assets that it can be safely shut down to prevent damage to the DN Operator's System. The DFO shall ensure that its Gas Measurement Equipment is adequately protected from tampering to ensure the integrity of the data passed to the DN Operator.

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## Schedule 4

### MEASUREMENT PROVISIONS

#### 1. Measurement Equipment

1.1 The Measurement Provisions shall be as set out in this Schedule 4 which describes the measurement of flow (and determination of volume and energy) and the determination of gas quality, including calorific value of gas, delivered to the System at the System Entry Point. The ownership of the measurement equipment is as described in Schedule 1A, the owner of the equipment is responsible for its inspection, maintenance and replacement and shall at all times ensure that it is compliant with and provides such information to the DN Operator as is required by any direction given under the Gas Act to the DN Operator.

#### 2. Installation, Commissioning, Operation and Maintenance of the Measurement Equipment

2.1 The Measurement Equipment shall be installed and maintained to meet the requirements of the Gas (Meters) Regulations 1983, the Gas Safety (Management) Regulations 1996, the Gas Act and the Gas (Calculation of Thermal Energy) Regulations 2001 (as appropriate).

#### 2.2 General Requirements:

- (a) The Measurement Equipment at the Delivery must comply with standards that allow for the determination of the gas quality parameters as stated within the Gas Entry Conditions.
- (b) The Measurement Equipment must also determine the volume and energy of all gas transferred between the Delivery Facility and the System under the relevant contractual and regulatory obligations, where applicable. The requirements for these determinations that must be met or exceeded are set out within these Measurement Provisions.
- (c) The Measurement Equipment shall be Validated to T/PR/ME/2 prior to any gas flow being allowed to or from the System except as provided for by paragraph 2.3(c). The validation shall be carried out by a competent body and the DFO shall provide to the DN Operator evidence that the validating body is both authorised and competent to do the Validation. The DFO shall provide reasonable notice of any Validations to the DN Operator and shall facilitate the DN Operator's attendance at Validations.

#### 2.3 Gas Quality

- (a) Equipment shall be installed, commissioned, operated and maintained to determine the characteristics defined in the Gas Entry Conditions of any gas that is passed from the Delivery Facility to the System at the System Entry Point. .
- (b) The Parties agree that, the Measurement Equipment shall constitute the sole equipment for the measurement of gas quality at the System Entry Point. This equipment shall, subject to continuing and satisfactory maintenance and calibration by the operator of such equipment acting as a Reasonable and Prudent Operator, be accepted by both Parties as providing accurate and reliable measurements.
- (c) Either Party may request a Validation of the Measurement Equipment in which event paragraph 2.10 shall apply except that such Validation shall be undertaken as soon as reasonable practicable and both Parties shall be entitled to witness the Validation.
- (d) Such Measurement Equipment shall meet the following criteria:

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- (i) All measurement biases shall as far as is practicable be eliminated or compensated for;
  - (ii) The uncertainty of measurement shall be such that the risk of the DFO and the DN Operator flowing gas that they are both unaware is outside the requirements of Schedule 3 of the Gas Safety (Management) Regulations 1996 or such other requirements in relation to gas quality as may from time to time be in force is minimised. The uncertainties shall be better than those in the specified ranges;
  - (iii) The sampling system used to obtain the sample of gas for quality measurements shall ensure that the sample is representative of the gas passing the System Entry Point and that no change to the gas composition occurs between the sample point and the analytical instrument; and
  - (iv) Measurements and Validation of equipment to make such measurement shall, where feasible, be traceable to national or international standards.
- (e) In the event that the Measurement Equipment fails, the DN Operator may require the DFO to cease flow from the Delivery Facility at the affected System Entry Point(s) with immediate effect (taking into account the requirement to shut down equipment on site safely).

#### 2.4 Energy and Volume

- (a) Equipment shall be installed, commissioned, operated and maintained by the DFO to determine instantaneous and integrated volume flows out of the Delivery Facility at the System Entry Point such that:
  - (i) All volume flows to the System at the System Entry Point shall comply with this paragraph;
  - (ii) All volumes shall be corrected to metric Standard Temperature and Standard Pressure conditions;
    - (iii) All volumes shall be reported as cubic metres of gas;
    - and
    - (iv) The measurement of volume shall be without bias and with an uncertainty of better than plus or minus 1.0% of reading over the specified flow range.
- (b) Calorific value measurement equipment shall be installed, commissioned, operated and maintained to enable the determination of instantaneous and integrated energy flows out of the Delivery Facility at the System Entry Point such that:
  - (i) All energy flows to the System at the System Entry Point shall comply with this paragraph;
  - (ii) All energy flows shall be corrected to metric Standard Temperature and Standard Pressure conditions;
  - (iii) All energy flows shall be reported as kWh; and
  - (iv) The uncertainty of the energy flow must be better than  $\pm 1.1$  % of reading over the specified flow range.

#### 2.5 Volume and Energy Calculation

- (a) Volume flowrate shall be calculated in accordance with the appropriate standard using a dedicated flow computer that shall accept all signals necessary for the calculation of the total station volume and energy flowrate.
- (b) The live input signals provided by means of a low or high frequency head as appropriate from each rotary or turbine metering stream shall include but not be limited to:
  - (i) meter pulses;
  - (ii) pressure transmitter;

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- (iii) temperature transmitter;
  - (iv) line density (if a chromatograph is not installed);
  - (v) relative density (if a chromatograph is not installed); and
  - (vi) gas composition (if a chromatograph is installed).
- (c) The live input signals from each ultrasonic metering stream shall include but not be limited to:
- (i) ultrasonic meter pulses (or ultrasonic meter parameters via serial link);
  - (ii) pressure transmitter;
  - (iii) temperature transmitter;
  - (iv) line density (if a chromatograph is not installed);
  - (v) relative density (if a chromatograph is not installed); and
  - (iv) as composition (if a chromatograph is installed).
- (d) The flow computer shall accept the results of a calibration carried out at a suitably accredited facility to minimise the error of measurement. For rotary and ultrasonic meter calibrations, the number of calibration points that can be entered shall not be fewer than five and shall cover the range of flows likely at the System Entry Point.

## 2.6 Volume Measurement

- (a) The flow Measurement Equipment shall be designed, built and installed to BS EN 1776. Further guidance is given in the Institute of Gas Engineers' reports IGE/GM/1 and IGE/GM/4. In addition, the following standards/guidelines shall also apply:
- (i) For orifice plate metering systems, BS EN ISO 5167;
  - (ii) For turbine metering systems, BS 7834 (ISO 9951);
  - (iii) For ultrasonic metering systems, BS 7965, BS ISO 17089-1:2010, Measurement of Fluid Flow in Closed Conduits – Ultrasonic Meters for Gas. Part 1: Meters for Custody Transfer and Allocation Measurement, AGA 9; and
  - (iv) For any other metering system, such current standards/guidelines as may be agreed by the DN Operator.
- (b) The uncertainty of the Measurement Equipment must be assessed in accordance with ISO 5168 and the relevant parts of ISO 5167, ISO 9951 and BS 7965 as may be applicable (or such other standards as may be agreed between the Parties).
- (c) The calculation of density for the purpose of calculating volume flow and for correction to standard conditions shall be such that:
- (i) All densities shall be determined as kilograms per cubic metre (kg/SCM);
  - (ii) The line density shall be either:
    - (A) measured using an in-line densitometer, in which case one densitometer shall be installed for each metering stream and these shall be installed in a 'pressure recovery' mode of operation to minimize the amount of gas vented to atmosphere; or
    - (B) calculated from a gas composition obtained via a gas chromatograph, in which case, the calculation of line density will be in accordance with the latest version of the ISO 12213 using a live pressure and temperature; and
  - (iii) The reference density shall be calculated from either:

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- (A) reference density determined using a relative density transducer; or
  - (B) gas composition obtained via a gas chromatograph.

The calculation of reference density will be in accordance with the latest version of the ISO 12213 using Standard Pressure and Standard Temperature.

- (d) The measurement of temperature for the purpose of calculating volume flow and for correction to standard conditions shall be such that:
  - (i) Temperatures shall be determined as degrees Celsius (C); and
  - (ii) The requirements of the relevant parts of ISO 5167, ISO 9951 and SS 7965 as may be applicable (or such other standards as may be agreed between the Parties) are met.
- (e) The measurement of pressure for the purpose of calculating volume flow and for correction to standard conditions shall be such that:
  - (i) Pressure shall be determined as bar gauge; and
  - (ii) The requirements of the relevant parts of ISO 5167, ISO 9951 and SS 7965 as may be applicable (or such other standards as may be agreed between the Parties) are met.

## 2.7 CV Measurement

- (a) Equipment shall be installed, commissioned, operated and maintained to obtain calorific value measurements in respect of flows at the System Entry Point that by chromatography, combustion calorimetry or other means such that:
  - (i) All calorific values shall be corrected to Standard Temperature and Standard Pressure, and reported as Megajoules per cubic metre (MJ/SCM); and
  - (ii) The equipment shall read without bias and the uncertainty of the calorific value must be better than plus or minus 0.1 % of reading over the specified calorific value range. The determination of uncertainty shall be traceable to national or international standards as appropriate.
- (c) The design and operation of the Measurement Equipment shall follow all relevant national or international standards, specifically:
  - (i) Where the calorific value is determined by analysis of the gas composition, it shall typically be determined according to ISO 6976 (1995) or better; and
  - (ii) Where an on-line analytical system is used, its performance shall normally be evaluated according to ISO 10723 (1995) or better.
- (d) The DN Operator may evaluate all instruments used in the determination of the CV and witness the calibrations or perform tests on the apparatus operated by the DFO. The DFO may evaluate all instruments used in the determination of the CV and witness the calibrations or perform tests on the apparatus operated by the DN Operator.
- (e) As the Gas (Calculation of Thermal Energy) Regulations 1996 (as amended) apply at the System Entry Point, then the apparatus used for the determination of calorific value will be operated and maintained under direction from Ofgem and will be used for the purposes of calculating flow weighted average calorific value (FWACV) applied to that charging area.



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## 2.8 Permitted Ranges

- (a) The parameters to be measured by the Measurement Equipment, and the range of measurement (the "**Permitted Range**") and the uncertainty of such parameters determined by the Measurement Equipment, together with the frequency with which measurements are to be taken, shall be as defined in schedule 3.

## 2.9 Communication Interface

- (a) Communications are required for two purposes; operational monitoring and control and measurement Validation.
- (b) The DFO shall install, commission, operate and maintain communication equipment to provide signals from the Delivery Facility equipment to the DN Operator of type, quality, quantity and frequency to be agreed between the DN Operator and the DFO. Where the DN Operator's equipment is installed in a kiosk or other building owned and accessible by the DFO, the DFO shall ensure that adequate security, to the standard agreed by the Parties is installed at the DFO cost to prevent unauthorised access to the DN Operator's equipment.
- (c) The DN Operator shall install, commission, operate and maintain communication equipment to provide signals from the Entry Facility equipment to the DFO of type, quality, quantity and frequency to be agreed between the DN Operator and the DFO.
- (d) The signals provided pursuant to this paragraph 2.9 shall be provided as 4-20 mA or volt-free contact signals, RS232, RS485, modbus or as otherwise agreed by both Parties.
- (e) Where there is insufficient telemetry information to enable satisfactory monitoring, the relevant the DN Operator control centre will maintain hourly contact with the Delivery Facility control centre to obtain Wobbe and CV readings, until telemetered information has been recovered. The DFO shall assist the DN Operator in this matter.

## 2.10 Validation

- (a) The Measurement Equipment shall be validated prior to any gas flow being allowed to or from the System.
- (b) The procedures for the Validation and subsequent re-Validation shall be to T/PR/ME/2 for the meter and as agreed between both Parties for the other Measurement Equipment. The validation shall be carried out by a competent body and the DFO shall provide to WWU evidence that the validating body is both authorised and competent to do the Validation. The DFO shall provide reasonable notice of any Validations to WWU and shall facilitate WWU's attendance at Validations.
- (c) Either Party may request that the Measurement Equipment be Validated at any time in which case any such Validation shall be carried out as soon as reasonably practicable. Subject to paragraph 2.10(d), the costs and expense of such Validation, and any adjustment or replacement of the components of the Measurement Equipment made as a result of any Validation made pursuant to this paragraph 2.10(c) shall, if the Measurement Equipment is found to read without discernible bias and within the Permitted Range, be paid by the Party requesting the Validation and in any other case by the operator of the relevant part of the

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Measurement Equipment.

- (d) Either Party may request that the Measurement Equipment be Validated if the previous Validation took place more than one (1) month previously, and any Validation pursuant to this paragraph 2.10(d) shall be carried out as soon as reasonably practicable. The operator of the relevant part of the Measurement Equipment shall bear the costs and expenses of such Validation and any adjustment or replacement of the components of the Measurement Equipment made as a result thereof.
- (e) Immediately following Validation as specified in paragraph 2.10(c) or (d), the individual components of the Measurement Equipment shall be adjusted or replaced as necessary so that the Measurement Equipment reads without bias and within the Permitted Range. Each individual component of the Measurement Equipment shall read within its recommended tolerance. Where the Measurement Equipment is found when so Validated to read with a discernable bias, regardless of whether it is within the Permitted Range then:
  - (i) for the purposes of calculating the amount of allowance to be made to or the surcharge to be made on System Users. the quantities read delivered to the System during the period when the Measurement Equipment is assumed to have read with bias shall be adjusted by an amount corresponding to the amount by which the Measurement Equipment was found on Validation to be in error in accordance with the principles of the Uniform Network Code document *Measurement Error Notification Guidelines For NTS To LDZ and LDZ To LDZ Measurement Installations* relating to offtake metering errors of less than 50GWh.
- (f) Immediately following Validation as specified in paragraph 2.10(c) or (d), the individual components of the Measurement Equipment shall be adjusted or replaced as necessary so that the Measurement Equipment reads without bias and within the Permitted Range. Each individual component of the Measurement Equipment shall read within its recommended tolerance. Where the Measurement Equipment is found when so Validated to read without bias and outside the Permitted Range then, for the purposes of calculating the amount of allowance to be made to or the surcharge to be made on System Users the quantities read as delivered to the System during the period when the Measurement Equipment is assumed to have read outside the Permitted Range shall be accepted without adjustment.
- (g) Any Validation pursuant to this paragraph 2.10 shall be conducted by the operator of the relevant part of the Measurement Equipment, and the operator of the relevant part of the Measurement Equipment shall give reasonable advance notice of such Validation to the other Party, and such other Party shall be entitled to be present. The operator of the relevant part of the Measurement Equipment shall provide a Validation report to the other Party within fourteen (14) days of any Validation stating the results of such Validation.
- (h) The results of any Validation shall be binding on System User(s), the DN Operator and the DFO unless the DFO or the DN Operator shall within fourteen (14) days after receiving the Validation report specified in paragraph 2.10(g), give notice to the operator of the relevant part of the Measurement Equipment that it disputes the accuracy of such Validation. The DFO or the DN Operator shall not be entitled to dispute the accuracy of such Validation solely on the grounds that it did not attend such Validation.

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- (i) At the request of either Party, the Parties shall meet and discuss and endeavour to settle any dispute or failure to agree arising from the application of the provisions of this paragraph 2.10 and if within thirty (30) days after such request they shall have been unable to agree the matter may be referred to an expert for determination (at the request of either Party) in accordance with the provisions set out in Schedule 5.

#### 2.11 Inspection Rights

- (a) Either Party shall have the right, upon giving reasonable notice to the operator of the relevant part of the Measurement Equipment to inspect the such part of the Measurement Equipment and the charts and other measurements or test data of the operator of the relevant part of the Measurement Equipment but the reading calibration and adjustment of such and the changing of any charts shall be carried out only by the operator of the relevant part of the Measurement Equipment who shall preserve all original test data, charts and other similar records for a period of three (3) years and shall, at the expense of the other Party, make a copy thereof available to the DN Operator upon request.

For the avoidance of doubt the inspection rights of the DN Operator shall extend to any regulatory body that may wish or require to inspect or audit the installation to ensure compliance with a direction issued to the DN Operator.

- (b) The operator of the relevant part of the Measurement Equipment shall maintain auditable logs available for inspection by the DN Operator that shall include but not be limited to:
  - (i) System alarms contributing to flow Measurement Equipment fault alarm and to any equipment within the Measurement Equipment;
  - (ii) Configuration of flow computers and programmable devices within Measurement Equipment; and
  - (iii) Tests or Validations of the Measurement Equipment.

#### 2.12 Measurement Failure

- (a) In the event of failure of the Measurement Equipment to be installed in respect of the System Entry Point
  - (i) either:
    - (A) spot samples shall be taken and analysed at any approved laboratory with sufficient frequency to monitor properly changes in operating conditions. The method and equipment used and installed for taking samples shall be subject to reasonable agreement by the Parties (such agreement not to be unreasonably withheld or delayed); or
    - (B) where there is no laboratory at the Delivery Facility then the DN Operator shall use reasonable endeavours to determine gas quality at the System Entry Point from other equipment on its System, and the DFO shall take such steps as would be expected of a Reasonable and Prudent Operator to ensure that all gas delivered at the System Entry Point continues to comply with the limits set out in the Gas Entry Conditions; and
  - (ii) the operator of the relevant part of the Measurement Equipment shall rectify such failure as soon as reasonably practicable. Rectification shall include, inter alia, recalibration within 24 hours of the operator becoming aware of the failure. Any further remedial works required as a consequence of such failure shall be notified to the other operator no later than the next working day. The

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DFO shall retain all relevant records for a period of three (3) years and shall, at the expense of the other Party, make a copy thereof available to the DN Operator upon request.;

- (b) The intention is to exchange information between the Parties such that no significant energy measurement errors are allowed to accumulate and an agreed end of day number is always achieved. As such:
  - (i) whenever a significant energy measurement error occurs, other than as included in paragraph 2.10 it will be documented in a mis-measurement report and the reconciliation of the metering errors will be in accordance with reconciliation procedures that will have been agreed with the DN Operator;
  - (ii) where details of the error are known, to include but not be limited to the start and end dates, error quantity (to include fixed or variable), the error shall be calculated from the available data; and
  - (iii) where the full details of the error are not known then the normal principle used for reconciliation is that a correction for half of the measurement error shall be applied to the volume/energy for the entire period between the correction to the measurement error and the previous Validation check or point at which it can be demonstrated that there was no measurement error.
- (c) Reconciliation will be calculated using the end of day data previously recorded on UK-Link.
- (d) Where the error cannot be agreed the matter may be referred to an expert for determination (at the request of either Party) in accordance with the provisions set out in Schedule 5.

#### 2.13 Modifications and Maintenance

- (a) The operator of the relevant part of the Measurement Equipment shall provide not less than three (3) months prior written notice to the other Party of any intended modifications to that part of the Measurement Equipment which may affect the measurement of the flow or quality of gas at the System Entry Point. The other Party shall accept the Measurement Equipment (as modified) for flow of gas once the Measurement Equipment (as amended) has been validated (as appropriate).
- (b) The operator of the relevant part of the Measurement Equipment shall provide reasonable notice to the DN Operator of any planned, or unplanned maintenance of the Measurement Equipment and shall keep records of such maintenance and other similar records for a period of three (3) years and shall, at the expense of the other DFO, make a copy thereof available to the DN Operator upon request.

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**Schedule 6**

**CAPACITY**

The DFO shall have Maximum Entry Capacity of:

[ ] scm/hour at the Entry Point shown in Schedule 1A

The DFO shall have Minimum Entry Capacity of:

[ ] scm/hour at the Entry Point shown in Schedule 1A]

**Schedule 7**

**INFORMATION PROVISION**

The DFO shall provide the following data to the DN Operator as measured in the DFO Entry Facility

<b>DFO to WWU</b>			
Tag No.	Description	Units	Notes
SYSTEM1	System 1 Alarm	Digital	
V03	Flow to Grid Valve Open	Digital	
V02	Flow to Grid Valve Closed	Digital	
CV1_AVG	24hr Average CV	MJ/M3	GS(M)R limits
SG1_AVG	24hr Average SG		
CV1	Instantaneous CV Biomethane	MJ/M3	
F1	Inst. Volume Flow	MSCM/d	
INTG_EF1	Integrated Vol	GJ	
MAINS1	Mains Failure	Digital	
IP2	Biomethane outlet pressure	barg	
MTR_SUSP1	Metering Fault	Digital	
LGT_FAULT	LGT Fault	Digital	
M_TEMP1	Flow meter temp	Deg C	
IP2	Flow meter press	barG	
SG1	Instantaneous SG		
H2ODEW	Biomethane Water dewpoint	Deg C	
O2	Oxygen content	% mol	
CH4	Methane	% mol	
C2H6	Ethane	% mol	
C3H8	Propane	% mol	
N_C4H10	n-Butane	% mol	
ISO_C4H10	iso-Butane	% mol	
CO2	CO2	% mol	
H2S	H2S	ppm	
WOBBE	Wobbe Index	MJ/m3	GS(M)R limits
INTRUDER1	Door intruder alarm	Digital	
SOOT_IND	Sooting Index		GS(M)R limits
INCMP_CMB	Incomplete Combustion Factor ICF		GS(M)R limits
LGT_RATE	Odorant injection rate	Mg/m3	

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The DN Operator shall provide the following data to the DFO

<b>WWU to DFO</b>			
Tag no.	Description	Units	Address/notes
CV1	Maximum and Minimum CV values	MJ/m3	Received via periodic manual notification from WWU control and updated as required
V01	NEV Open signal	Digital	
V01	NEV closed signal	Digital	





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**Schedule 9**

**ACCESSION AGREEMENT**

**between**

**Wales & West Utilities Limited**

**and**

**[REDACTED]**

**General Counsel  
Wales & West Utilities Limited  
Wales & House  
Spoooner Close  
Celtic Springs  
Coedkernew  
Newport  
NP10 8FZ  
Tel: 029 20278500  
Fax: 0870 1450076**

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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

1. Wales & West Utilities Limited, (registered in England and Wales under number 5046791, whose registered office is at Wales & West House, Spooner Close, Coedkernew, Newport, NP10 8FZ (the "DN Operator"); and
2. [REDACTED], (registered in [REDACTED] under number [REDACTED], whose registered office is at [REDACTED] (the "Applicant").

**RECITALS:**

- (A) The DN Operator is authorised pursuant to the Network Entry Agreement dated [REDACTED] in respect of [REDACTED] made between The DN Operator and the other Party named therein as DFO and as now in force pursuant to Accession Agreements (if any) entered into by The DN Operator and any replacement DFO before the date of this Agreement (the "NEA"), to enter into this Agreement.
- (B) The Applicant has complied with the requirements set out in Clause 8 of the NEA and wishes to be admitted as DFO under the NEA.

**IT IS HEREBY AGREED as follows:**

1. In this Agreement words and expressions defined in the NEA and not otherwise defined herein shall have the meanings ascribed thereto under the NEA.
2. The Applicant has by prior written notice advised The DN Operator, of the date on which it is to become the DFO and provided an address and telephone and facsimile for the purposes of service of notices under the NEA.
3. The DN Operator hereby admits the Applicant as a Party under the NEA on the terms and conditions hereof as from the "NEA Accession Date", being the date on which the Applicant becomes the DFO.
4. The Applicant hereby accepts its admission as a Party to the NEA on the NEA Accession Date and undertakes with The DN Operator to perform and to be bound by the NEA as a Party as from the NEA Accession Date.
5. For all purposes in connection with the NEA the Applicant shall as from the NEA Accession Date be treated as if it has been a signatory of the NEA in the capacity of the DFO, and as if this Agreement were part of the NEA, and the rights and obligations of the Parties shall be construed accordingly.
6. This Agreement and the NEA shall be read and construed as one document and any reference (in or pursuant to the NEA) to the NEA (howsoever expressed) should be read and construed as a reference to the NEA and this Agreement.

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**IN WITNESS** of which the duly authorised representatives of the Parties have executed this Agreement on the day and year first above written.

**SIGNED** for and on behalf of

**SIGNED** for and on behalf of

**Wales & West Utilities Limited**

[  ]

**Signed:** .....

**Signed:** .....

**Name:** .....

**Name:** .....

**Position:** .....

**Position:** .....