

**SASOL GAS
NETWORK CODE
FOR THE
TRANSMISSION
SYSTEM**

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Section A: INTRODUCTION

1 *Network Code*

- 1.1. This Code is issued by Sasol Gas Limited and governs the access arrangements between the transmission company and those parties seeking to use the **Transmission System** for the purposes of transporting gas from a source of supply to a **Distribution System**, reticulation system, storage company or eligible customer in accordance with the Gas Act 2001 (the **Act**).
- 1.2. Sasol Gas Limited (the **Transporter**) has been issued with licences to operate the Secunda via Witbank to Middelburg, the Secunda to Springs, the Secunda to Sasolburg (GNP), the Springs to Sasolburg, the Springs via Pretoria/Rosslyn to Babelegi, the Sasolburg to Langlaate, the Alrode via Westrand to Krugersdorp, the Krugersdorp via Luipaardsvlei to Tarlton, the Lenasia to Dreifontein and the Wadeville to Chlookop Gas Transmission **Facilities**.
- 1.3. Parties acceding to this Code through the processes set out in Section J: GENERAL, for the purposes of receiving a transportation service shall be defined as **Shippers**.
- 1.4. The **Transporter** shall comply with the provisions, rules and processes of this Code and shall not discriminate as between **Shippers** or classes of **Shipper** regarding access, tariffs, or conditions of service except for objectively justifiable and identifiable reasons.
- 1.5. This Code sets out the guidelines for the use of the **Transmission System** in accordance with the Gas Regulations and describes how **Shippers** may have access to uncommitted **Capacity** on the **Transmission System**.

2 *System Definition*

2.1 **Definitions**

- 2.1.1 The **Transportation System** is the main pipeline system owned and operated by Sasol Gas Limited through which the conveyance of gas is authorised under Licence by the National Energy Regulator (**NERSA**).
- 2.1.2 The **Transportation System**:
 - a) includes all gas pipelines, gas plant and gas equipment used for the purposes of the conveyance of gas;
 - b) operates at more than 2 Bar; and
 - c) does not include any facility used for the storage of gas.
- 2.1.3 The **Transportation System** comprises the **Transmission System** and the **Distribution System**.
- 2.1.4 The **Transportation System** includes **System Points** of different types as described in paragraph 2.2.

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- 2.1.5 The **Transmission System** is those parts of the **Transportation System** at which the gas pipelines convey gas at a minimum pressure of 15 Bar, or such other minimum pressure as permitted by Regulation from time to time, and which pipelines are designated as such by the **Transporter** with the approval of **NERSA**, in respect of which a **Shipper** may apply for and hold, in accordance with Section B: at certain **System Points**.
- 2.1.6 **Transmission System 1** is those parts of the **Transmission System** serving the Secunda-Gauteng-Sasolburg areas and currently supplied with Natural Gas.
- 2.1.7 **Transmission System 2** is those parts of the **Transmission System** serving the Secunda-Witbank-Middelburg areas and currently supplied with Methane Rich Gas.
- 2.1.8 **Transmission System 3** is those parts of the **Transmission System** serving the Secunda-KwaZulu-Natal areas and currently supplied with Methane Rich Gas.
- 2.1.9 The **Distribution Systems** are those parts of the **Transportation System** which do not comprise the **Transmission System**.
- 2.1.10 **Distribution System 1** is those parts of the **Distribution Systems** serving the Secunda-Gauteng-Sasolburg areas and currently supplied with Natural Gas.
- 2.1.11 **Distribution System 2** is those parts of the **Distribution System** serving the Secunda-Witbank-Middelburg areas and currently supplied with Methane Rich Gas.
- 2.1.12 **Distribution System 3** is those parts of the **Distribution Systems** serving the Secunda-KwaZulu-Natal areas and currently supplied with Methane Rich Gas.

2.2 System Points

- 2.2.1 For the purposes of this Code:
- a) **Connected System Exit Point** is a point at which gas which was injected at a **Transmission System Entry Point** can flow out of the **Transmission System** and into a **Connected System** and out of the **Transportation System**.
 - b) **Distribution System Exit Point** is a point at which gas can flow out of a **Distribution System** and/or out of the **Transportation System**;
 - c) **Distribution System Entry Point** is a point where gas can flow into a **Distribution System** without having entered the **Transmission System**;
 - d) **Eligible Exit Point** can be either a **Transmission/Distribution Point**, a **Connected System Exit Point** or a **Transmission System Exit Point**;
 - e) **Shared Transmission System Exit Point** is a **Transmission System Exit Point** in respect of which there are two or more **Registered Shippers**;
 - f) **System Exit Point** can be either a **Connected System Exit Point** or a **Transmission System Exit Point**;

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- g) **Transmission/Distribution Point** is a point at which gas can flow out of the **Transmission System** and into a **Distribution System** but not out of the **Transportation System**;
- h) **Transmission System Entry Point** is a point in the **Transportation System** where gas can be injected into the **Transmission System** on behalf of **Shippers** holding **Capacity**;
- i) **Transmission System Exit Point** is a point at which gas which was injected at a **Transmission System Entry Point** can flow out of the **Transmission System** and out of the **Transportation System**; and
- j) **System Point** is any of the above points on the **Transportation System**.

Section B: CAPACITY

1 Introduction

1.1 Purpose

- 1.1.1 **Shippers** may apply for, and be registered as holding, **Capacity** at **System Points** on the **Transmission System** in accordance with this section which will entitle the **Shipper** to nominate gas for injection or withdrawal at the relevant **System Point**.
- 1.1.2 This section sets out the charges relating to the **Capacity** held and the penalties that arise where a **Shipper** is allocated gas at a **System Point** at which they do not hold **Capacity**.

1.2 Definitions

- 1.2.1 For the purposes of this Code:
- a) **Entry Capacity** means **Capacity** at an **Entry Point** to the **Transmission System** required to inject gas into the **Transportation System** expressed as the maximum quantity of gas in Gigajoules that can be injected on a **Gas Day**;
 - b) **Exit Capacity** means **Capacity** at a **Transmission/Distribution Point, Connected System Exit Point** or **Transmission Exit Point**, as the case may be, required to withdraw gas from the **Transmission System** expressed as the maximum quantity of gas in Gigajoules that can be withdrawn on a **Gas Day**;
 - c) **Reasonable and Prudent Operator** means a person acting, in good faith with the intention to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator complying with applicable laws engaged in the same type of undertaking and under the same or similar circumstances and conditions.

1.3 General Provisions

- 1.3.1 A duration of **Capacity** shall for the purpose of this Code mean:
- a) a single annual period of twelve consecutive calendar **Months** (Annual) commencing at 00:00 on the first **Day** of the first calendar **Month** and ending at 23:59 on the last **Day** of the last calendar **Month**;
 - b) a number of whole multiples of consecutive twelve calendar **Month** periods (Multi-Annual) commencing at 00:00 on the first **Day** of a calendar **Month** and ending at 23:59 on the last **Day** of a calendar **Month**;
 - c) a single calendar **Month (Monthly)**; or
 - d) a single **Day (Daily)**.

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- 1.3.2 For each **Shipper**, their Annual Shipment Quantity (ASQ) shall be the sum of the **Capacity** bookings at all **Exit Points** for all **Days** in the **Gas Year** that they hold relevant **Capacity**.

2 Capacity

2.1 General

- 2.1.1 A **Shipper** shall be required to reserve **Exit Capacity** in order to have the right to make **Exit Nominations** and withdraw Gas from the **Transportation System** at an **Exit Point**.
- 2.1.2 All Shippers shall be obliged to apply to the Transporter for long term entry and exit capacity at Entry and Exit Points by submitting an application, no later than 1 October each year, which shall specify the information required by the Transporter to process the long term entry and exit capacity request, which shall include:
- a) the requested entry and exit capacity effective date which shall be the first Day of a calendar month provided however, that the requested entry and exit capacity effective date shall, where the request relates to a proposed Entry and Exit Point, be the first Day of the calendar month in which the anticipated Entry and Exit Point commencement date occurs or the first day of the next calendar month;
 - b) the duration for which the relevant Shipper wishes to book long term entry and exit capacity (which shall be annual or multi-annual) and in the case of multi-annual entry and exit capacity the number of whole multiples of twelve (12) Months for which the capacity is requested;
 - c) the Entry and Exit Points at which entry and exit capacity is requested;
 - d) the requested amount of entry and exit capacity (in GJ/d); and
 - e) the identity of the relevant Shipper requesting entry and exit capacity.
- 2.1.3 Booking requests should be submitted to the Transporter by respective Shippers at least 6 (six) months prior to the entry and exit capacity effective date
- 2.1.4 All capacity bookings will be deemed to be accepted unless declined by the Transporter within 30 days of receipt of the Shipper's booking application. Subject to 2.1.5, the Transporter may only decline an application based on unavailability of uncommitted capacity or in case of technical, operational or economic infeasibility.
- 2.1.5 Where two or more applications for access to uncommitted capacity are received by the Transporter on the same date, priority must be allocated according to the most attractive application to the Transporter, taking into account the volume of capacity applied for and the duration of the booking.

2.2 Deemed Capacity Bookings

- 2.2.1 On **Transmission System 1**, where a **Shipper's** aggregate **Exit Capacity** bookings at all the **Eligible Exit Points** on **Transmission System 1** is less than the **Entry Capacity** Bookings at the **Entry Point** the **Transporter** shall deem an **Entry Capacity** booking such that the

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aggregate **Entry Capacity** bookings shall be equal; to the aggregate **Exit Capacity** bookings.

2.2.2 On **Transmission System 2**, where a **Shipper's** aggregate **Exit Capacity** bookings at all the **Eligible Exit Points** on **Transmission System 2** is less than the **Entry Capacity** Bookings at the **Entry Point** the **Transporter** shall deem an **Entry Capacity** booking such that the aggregate **Entry Capacity** bookings shall be equal; to the aggregate **Exit Capacity** bookings.

2.2.3 On **Transmission System 3** where gas enters the **Transmission System** from the **Entry Points** other than that at Secunda, and the aggregate of the **Capacity** bookings at all **Eligible Exit Points** downstream of the **Entry Point** is less than the **Entry Point Capacity** booking, the **Transporter** shall deem an **Entry Capacity** booking such that the aggregate **Entry Capacity** bookings shall be equal; to the aggregate **Exit Capacity** bookings

2.2.4 On **Transmission System 3**, where a **Shipper's** aggregate **Exit Capacity** bookings at all the **Transmission Exit Points** and **Transmission/Distribution Exit Points** on **Transmission System 3** is less than the **Connected System Exit Point Capacity Bookings** at the **Connected System Exit Point** the **Transporter** shall deem an **Connected System Exit Point Capacity** booking such that the aggregate **Connected System Exit Point Capacity** bookings shall be equal to the aggregate **Capacity** bookings at the **Transmission Exit Points** and **Transmission/Distribution Exit Points**.

2.2.5 On **Transmission System 3**, where the **Capacity** bookings at the **Connected System Exit Point** on **Transmission System 3** are less than the **Capacity** Bookings at the **Entry Point** in Secunda the **Transporter** shall deem a **Capacity** booking at the **Entry Point** such that the aggregate of the **Entry Point Capacity** bookings shall be equal to the aggregate **Capacity** bookings at the **Connected System Exit Point Capacity Bookings**.

2.3 Use It or Lose It

2.3.1 The **Transporter** shall be entitled to utilise on a daily basis all or any part of the **Capacity** reserved by a **Shipper** to the extent that the **Capacity** is not utilised by such **Shipper**, provided however that nothing herein shall, or shall be deemed to, restrict or in any way affect the right of a **Shipper** to utilise **Capacity** it has reserved on the **Day**.

2.3.2 If a **Shipper** does not utilise all or any part of its **Capacity** for more than any period of twelve (12) consecutive **Months**, except in the case of Force Majeure (as defined in the **Transportation Contract** entered into between the Parties), the **Transporter** may, if it considers such non-utilisation to be prejudicial to the economic integrity of the **Transportation System** or any localised part thereof, or, if such non-utilisation affects system planning of the **Transportation System** or any localised part thereof, serve notice of not less than three (3) **Months** on such **Shipper** of its intent to cancel a **Shipper's Capacity** Booking. Unless such **Shipper** is able to demonstrate to the **Transporter's** reasonable satisfaction, having due regard to all circumstances, that such non-utilisation is justified then the unused **Capacity** shall be cancelled with effect from the expiry of the notice period.

3 *Capacity Trading*

3.1 Definitions

3.1.1 For the purposes of the Code:

- a) **Transferred Capacity** is the **Capacity** which is (or is to be) transferred; and
- b) **Transfer Period** is the **Balancing Period(s)** (in accordance with paragraph 3.2.3 for which the **Transferred Capacity** is (or is to be) transferred.

3.2 Basis of transfer

3.2.1 A **Shipper (Transferor Shipper)** may transfer all or part of its **Capacity** to another **Shipper (Transferee Shipper)** subject to and in accordance with this paragraph 3.

3.2.2 For the purposes of the Code a **Capacity Transfer** is a transfer, in relation to either **Entry Capacity** or **Exit Capacity**.

3.2.3 A **Capacity Transfer** may be for a **Balancing Period** or a number of **Balancing Periods** within the period for which the **Transferor Shipper** holds the **Capacity** which is the subject of the **Capacity Transfer**.

3.2.4 The **Transporter** shall reject a **Capacity Transfer** where the **Transferred Capacity** exceeds the **Transferor Shipper's Capacity** for the **Transfer Period**.

3.3 Transfer procedure

3.3.1 Where a **Shipper** proposes to make a **Capacity Transfer**, each of the **Transferor Shipper** and the **Transferee Shipper** must notify the **Transporter** of the proposed **Capacity Transfer** specifying:

- a) the identity of the **Transferor Shipper** and the **Transferee Shipper**;
- b) the amount of the **Transferred Capacity**;
- c) whether the **Capacity Transfer** is for **Entry Capacity** or **Exit Capacity** ;
- d) the relevant **Transmission System Entry Point** or **Transmission System Exit Point**; and
- e) the **Transfer Period**.

3.3.2 A notification of a proposed **Capacity Transfer** may not be notified to the **Transporter** under paragraph 3.3.1 less than one (1) calendar **Month** before the first **Balancing Period** in the **Transfer Period**.

3.3.3 The **Transporter** may reject a **Capacity Transfer**:

- a) in accordance with paragraph 3.2.4;
- b) where either the **Transferor Shipper** or **Transferee Shipper** does not notify the **Transporter** in accordance with paragraph 3.3.1;

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- c) where the proposed **Transfer Period** exceeds the **Capacity Duration** of the **Transferred Capacity**;
- d) where the **Transferee Shipper** is in breach of the provisions of paragraph Section J: 3;
- e) if the Transferee **Shipper** has not submitted an **Exit Point Registration Notice** in accordance with paragraph 3.4.2; or
- f) if the **Shipper** has breached the provisions of paragraph 3.3.2; or

3.3.4 Where the proposed **Capacity Transfer** has not been rejected by the **Transporter** pursuant to paragraph 3.3.3, the **Transporter** will notify the **Transferor Shipper** and the **Transferee Shipper** that the **Capacity Transfer** is effective within one (1) working **Day**.

3.4 Effect of transfer

3.4.1 Following notification by the **Transporter** of the effectiveness of the **Capacity Transfer** pursuant to paragraph 3.3.4, the **Transferee Shipper** will be treated during the **Transfer Period** as the holder of the **Transferred Capacity**.

3.4.2 The **Transferee Shipper** shall be required to, at the time the **Transferee Shipper** notifies the **Transporter** of the proposed **Capacity Transfer** in accordance with paragraph 3.3.1:

- a) undertake any registration activities in respect of the **Entry Point** or **Exit Point** that is the subject of the **Capacity Transfer** in accordance with Section F: ; and
- b) review its Credit Cover provisions under paragraph Section J: 3;

3.4.3 A **Shipper** will remain liable for the **Transmission Charges** in respect of all of the **Capacity** it holds.

4 *Transmission Charging*

4.1 Charges

4.1.1 For the purposes of the Code:

- a) **Transmission Charges** are charges which apply in respect of the **Transmission System** and comprise **Usage Charges** or **Ship or Pay Charges** ;
- b) a **Usage Charge** is a charge made in respect of the use of the **Transmission System**, determined by reference to the quantity of gas treated as withdrawn during a **Balancing Period** at an **Eligible Exit Point**, expressed in Rand;

4.1.2 The amount of the **Transmission Charges** shall be determined by reference to the **Approved Transmission Tariff**.

4.1.3 An **Approved Transmission Tariff** is the amount (or rate) of the Piped Gas Transmission Tariff not exceeding that approved by **NERSA** from time to time.

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- 4.1.4 **Transmission Charges**, calculated in accordance with this paragraph, shall be **Invoiced** and payable in accordance with the **Transportation Contract** in place between the parties.

4.2 Calculation of Usage Charges

- 4.2.1 The amount of any **Usage Charge** payable by a **Shipper** in respect of a **Balancing Period** shall be determined (in accordance with paragraph 4.2.2) by reference to the **Shipper's Offtake Quantity** at each **Exit Point** for the **Balancing Period** and the **Approved Transmission Tariff**.
- 4.2.2 For the purposes of paragraph 4.2.1, in respect of a **Balancing Period** a **Shipper** shall pay the **Transporter** an amount equal to the relevant **Approved Transmission Tariff** multiplied by such **Shipper's Offtake Quantity** at each **Exit Point** in the relevant **Transmission System**.

4.3 Failure to Convey

- 4.3.1 Subject to the provisions of the Code, the **Transporter** will convey quantities of gas through the **Transmission System** from the relevant **Transmission System Entry Point** to the relevant **Eligible Exit Point** in each **Balancing Period** in such amounts which accord with each relevant **Shipper's Nominations** which has been accepted by the **Transporter** in accordance with Section C: 3.3.5.
- 4.3.2 Where the **Transporter** is unable to comply with paragraph 4.3.1 in respect of a **Balancing Period** it shall promptly notify all **Shippers** so affected.

5 Capacity Register

- 5.1.1 The **Transporter** shall maintain a record of the booked **Capacity** (the **Capacity Register**).
- 5.1.2 The **Capacity Register** shall record the following information in respect of each **Day**:
- a) **Entry Capacity** reserved by each **Shipper** at each **Entry Point**;
 - b) **Exit Capacity** reserved by the **Shipper** in respect of each **Exit Point**;
- 5.1.3 The **Capacity Register** shall be updated by the **Transporter** to reflect a **Shipper's Capacity** as a consequence of any:
- a) Change of **Shipper** implemented;
 - b) new **Exit Point(s)**;
 - c) new **Capacity** acquired by a **Shipper** upon completing any Siteworks at an existing **Exit Point**;
 - d) **Entry Capacity** Transfer;
 - e) **Exit Capacity** Transfer;

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- f) Isolation;
 - g) Deregistration Application; and/or
 - h) any other provisions of this Code.
- 5.1.4 Each **Entry Capacity** Booking will be assigned a unique identifier (the **Entry Capacity Booking Reference**) which will be communicated to the **Shipper** as soon as practicable thereafter.
- 5.1.5 Each **Exit Capacity** Booking will be assigned a unique identifier (the **Exit Capacity Booking Reference**) which will be communicated to the **Shipper** as soon as possible.
- 5.1.6 The **Transporter** shall assign a unique identifier reference number to each:
- a) **Entry Point** Transfer (the **Entry Point Transfer Reference**);
 - b) **Exit Capacity** Transfer (the **Exit Capacity Transfer Reference**); and
- 5.1.7 The **Capacity Register** shall be updated by the **Transporter** to take account of any changes to the **Capacity** holdings of each **Shipper**.
- 5.1.8 Each **Shipper** shall be entitled to access information recorded in the **Capacity Register** in relation to its own **Capacity** holdings at the relevant **Entry Point** or **Exit Points** in respect of the period for which such **Shipper** is registered in respect of an **Entry Point** or (as the case may be) **Exit Point**.
- 5.1.9 The **Transporter** shall ensure that relevant information recorded in the **System Exit Point Register** regarding registration of **Exit Points** is also recorded in the **Capacity Register**.
- 5.1.10 Each **Shipper** shall be responsible for reviewing information in relation to such **Shipper's Capacity** as recorded in the **Capacity Register** and shall notify to the **Transporter** any error or inaccurate recording of such **Shipper's Capacity** in the **Capacity Register**.

6 *Maintenance*

6.1 Introduction

- 6.1.1 The **Transporter** shall be responsible for the carrying out of **Maintenance** on all parts of the **Transmission System** in accordance with this paragraph 5.

6.2 Definitions

- 6.2.1 For the purposes of this Code:
- a) **Annual Maintenance Programme** is a programme (or revised programme) of **Maintenance** determined and updated in accordance with paragraphs 6.3;
 - b) **Facilities** are those plants and **Facilities** downstream of any **System Exit Point** at which gas withdrawn at that point of the **Transportation System** is used;

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- c) **Maintenance** is the inspection, **Maintenance, Modification**, replacement, reinstatement, repair and/or refurbishment of the **Transportation System** including all activities ancillary and/or related thereto;
- d) **Scheduled Maintenance** is **Maintenance** carried out in accordance with an **Annual Maintenance Programme** or a **Revised Annual Maintenance Programme**; and
- e) **Unscheduled Maintenance** is **Maintenance** other than **Scheduled Maintenance**.

6.3 Maintenance Programme

6.3.1 Not later than one (1) **Month** prior to the start of the **Gas Year** the **Transporter** will prepare and publish an **Annual Maintenance Programme** in respect of each **Maintenance Year** and in preparing an **Annual Maintenance Programme** the **Transporter** shall:

- a) endeavour to secure that the estimated reduction in the availability of a **Shipper's Capacity** due to **Scheduled Maintenance** on any **Day** in the **Maintenance Year** is minimised; and
- b) take into account information provided by **Shippers** relating to the timing of **Maintenance** under their contracts with gas suppliers or Customers at **Transmission System Exit Points** and periods when **Shippers** would prefer **Scheduled Maintenance** to be avoided, as appropriate.

6.3.2 An **Annual Maintenance Programme** will identify:

- a) each **Day** on which **Scheduled Maintenance** will be undertaken in the **Maintenance Year**;
- b) the **System Points** in respect of which the injection of, conveyance through, and withdrawal of gas from, will be affected by the **Scheduled Maintenance**;
- c) where the **Transporter** expects that the injection into, conveyance through, and withdrawal of gas from, the **Transportation System** will be able to take place in respect of the **System Points** referred to in paragraph (b) during **Scheduled Maintenance** but on a reduced level (by reason of the **Maintenance**), on an indicative basis, the quantities which the **Transporter** expects will be capable of injection into, conveyance through and withdraw from the **Transportation System**; and
- d) such other information as may be reasonable for the **Transporter** to include.

6.3.3 The **Transporter** may give to **Shippers** a revision to the **Annual Maintenance Programme** (**Revised Annual Maintenance Programme Notice**) re-specifying the **Days** on which it proposes to carry out **Scheduled Maintenance** provided that such notice is given at least forty (40) **Days** prior to the **Day** specified in such notice, or such earlier date as the **Transporter** and **Shippers** may agree.

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- 6.3.4 Where the **Transporter** gives a **Revised Annual Maintenance Programme Notice**, **Maintenance** carried out on any **Day(s)** specified in such notice shall be deemed to be carried out in accordance with the **Annual Maintenance Programme** prepared in accordance with paragraph 6.3 for the **Maintenance Year** in which such **Day(s)** fall.
- 6.3.5 To the extent that the **Transporter** cannot make Gas available for withdrawal or accept Gas tendered for injection at an **Entry Point** as a direct result of **Maintenance**, the **Transporter** will be relieved of its obligations to transport Gas including under this Code.
- 6.3.6 Where the **Transporter** carries out **Scheduled Maintenance** on any **Day** in accordance with the **Annual Maintenance Programme** published under paragraph 6.3 (or revised under paragraph 6.3.3) it shall not be required to pay any transmission charges to **Shippers** in accordance with the **Transportation Contract** in place between the parties.
- 6.3.7 Nothing in this paragraph 5 shall prohibit the **Transporter** carrying out **Unscheduled Maintenance** on any **Day**, without prejudice to **Shippers'** rights under the Code.

Section C: NOMINATIONS

1 Introduction

1.1.1 **Shippers** shall nominate quantities of gas for injection into, and withdrawal from, the **Transmission System** for each **Balancing Period** in accordance with this Section.

2 Definitions

2.1.1 For the purposes of the Code:

- a) a **Final Nomination** is a **Nomination** submitted by a **Shipper** to the **Transporter** by 12.00pm on the **Day** preceding the **Balancing Period** for a quantity of gas to be withdrawn from the **Transmission System** at an **Eligible Exit Point** during the **Balancing Period**;
- b) an **Initial Nomination** is any **Nomination** submitted by a **Shipper** to the **Transporter** during the **Planning Phase** in respect of a quantity of gas to be withdrawn from the **Transmission System** at an **Eligible Exit Point** during each **Balancing Period** covered by the **Planning Phase**;
- c) a **Nomination** shall be either an **Final Nomination**, or a **Renomination**;
- d) The **Planning Phase** is the period leading up to 12:00 hours on the **Day** preceding the **Balancing Period** during which **Shippers** provide good faith estimates of their intended injections or withdrawals to the **Transporter**.
- e) a **Renomination** is a **Nomination** which revises and replaces (in respect of one or more **Balancing Periods**) a **Final Nomination** or an earlier **Renomination**; and
- f) **Gate Closure** means 16:00 on the **Day** preceding the **Gas Day**.

2.1.2 References in the Code to a **Nomination** prevailing at any time before or during a **Balancing Period** are to:

- a) where an **Initial Nomination** has been made, the **Initial Nomination**;
- b) where a **Final Nomination** has been made, the **Final Nomination**; or
- c) where one or more **Renominations** have been made, the latest **Renomination**, provided that such **Initial Nomination**, **Final Nomination** or **Renomination** has been made and accepted by the **Transporter** in accordance with this Section.

2.1.3 For the purposes of the Code, a **Nomination** is made by a **Shipper** where the **Shipper** has submitted a **Nomination** which has been accepted by the **Transporter** in accordance with this Section.

2.1.4 Each **Shipper** shall (subject to the provisions of this Section) use its reasonable endeavours to submit accurate **Nominations** in accordance with this Section for the

quantities of gas which it intends or anticipates withdrawing from an **Eligible Exit Point**, as the case may be, during a **Balancing Period**.

3 Nominations

3.1 Planning Phase

- 3.1.1 No later than twenty-five (25) **Days** before the start of each **Gas Year**, the **Shipper** shall notify the **Transporter**, its **Initial Nomination**, its good faith best estimates, for each **Month** of that **Gas Year** of the quantity of Gas which the **Shipper** intends to withdraw at each **Exit Point**.
- 3.1.2 No later than twenty-five (25) **Days** before the start of every **Month**, the **Shipper** shall notify the **Transporter** its Revised **Initial Nominations**, its good faith best estimates, for each **Day** of the next three (3) **Months** of the quantity of **Shipper** Gas which the **Shipper** intends to withdraw at each **Exit Point**.
- 3.1.3 No later than 09:00 hours on the Saturday immediately preceding each Week, the **Shipper** shall notify the **Transporter** its Revised **Initial Nominations**, its good faith best estimates, for each **Day** of that Week of the quantity of **Shipper** Gas which the **Shipper** intends to withdraw at each **Exit Point**.

3.2 Nomination timetable

- 3.2.1 A **Shipper** may submit a **Final Nomination** in respect of each **Balancing Period** and, where a **Shipper** does so by not later than 12:00 hours on the **Day** preceding the **Balancing Period**, such **Nomination** shall be taken into account by the **Transporter** for the purposes of paragraph 4.1.
- 3.2.2 A **Shipper** shall be entitled to submit a **Renomination** in respect of a **Balancing Period** at any time:
 - a) after it has submitted a **Final Nomination** for the **Balancing Period**; and
 - b) at least 4 hours before the revised **Renomination** is intended to take effect.
- 3.2.3 A **Final Nomination** shall not be submitted earlier than seven (7) **Days** before the first **Day** of the **Balancing Period** to which the **Final Nomination** relates.

3.3 Procedures

- 3.3.1 A **Shipper** shall submit a separate **Final Nomination** in respect of each **Eligible Exit Point** at which it wishes to withdraw from, the **Transmission System** a quantity of gas during a **Balancing Period**.
- 3.3.2 Each **Final Nomination** shall specify:
 - a) the identity of the **Shipper**;
 - b) the relevant **Eligible Exit Point**;

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- c) in respect of each **Balancing Period** during the **Balancing Period**, the quantity of gas to be withdrawn at such **Eligible Exit Point**;
- 3.3.3 Without prejudice to paragraph 3.3.5, the **Transporter** shall notify the **Shipper** of receipt of such **Final Nomination** as soon as reasonably practicable.
- 3.3.4 The **Transporter** may reject a **Final Nomination** where:
 - a) such **Final Nomination** is submitted other than in accordance with paragraph 3.3.2;
 - b) in respect of any **Balancing Period** to which such **Final Nomination** relates, the condition in paragraph 3.4.1 is not complied with;
 - c) the **Shipper** is not the **Registered Shipper** or a **Sharing Registered Shipper** at the **Eligible Exit Point**; or
 - d) the **Shipper** holds insufficient **Capacity** at the relevant **Eligible Exit Point**
- 3.3.5 No **Renomination** shall be accepted where the implied hourly rate of withdrawal for the remainder of the **Day** exceeds the implied hourly rate of withdrawal for a whole **Day** derived from the **Capacity** holding of the **Shipper** at the relevant **Exit Point**.
- 3.3.6 Following submission of a **Final Nomination**, the **Transporter** shall notify the **Shipper** not later than one (1) hour following submission of such **Final Nomination** that it has:
 - a) rejected such **Final Nomination** together with the reasons for the rejection; or
 - b) accepted **Final Nomination**.
- 3.3.7 Following submission of a **Final Nomination** under paragraph 3.3.1 which has been accepted by the **Transporter** a **Shipper** may submit, in respect of any **Balancing Period** in relation to which such **Final Nomination** first applied, a **Renomination** and in submitting a **Renomination** the **Shipper** shall specify the details set out in paragraph 3.3.2 and such **Renomination** shall, where accepted in accordance with the same acceptance procedure as specified for the **Final Nomination** under paragraph 3.3.6b), for the purposes of the Code take precedence in respect of the **Balancing Period(s)** to which the **Final Nomination** or earlier **Renomination** applied, subject to the **Shipper** having complied with paragraph 3.2.2b). In the event the **Transporter** rejects a **Renomination** for a **Balancing Period** for which there already applies a **Final Nomination** or previous **Renomination** which had been accepted, such **Final Nomination**, or, as the case may be, previous **Renomination**, for such **Balancing Period** shall continue to apply.
- 3.3.8 In the event that no **Nomination** is submitted in respect of an **Eligible Exit Point** at which the **Shipper** wishes to withdraw from the **Transmission System** a quantity of gas during a **Balancing Period**, the quantity of gas to be withdrawn at such **Eligible Exit Point** shall be treated as zero (0) GJ.

3.4 Nomination conditions

- 3.4.1 In aggregate, a **Shipper's Nominations** shall, in respect of each **Balancing Period** to which they relate, comply with the **Balanced Nominations Requirement**.
- 3.4.2 Where, subject to Section E: ALLOCATION or Section D: BALANCING, a **Shipper** has built up a stock of gas in the pipeline or made use of the **Transporter's** linepack and is returning this gas the **Transporter** may at its discretion relax the requirement for a **Nomination** to meet the **Balanced Nominations Requirement** subject to meeting its responsibilities as a **Reasonable and Prudent Operator** with respect to the safe and efficient operation of the **Transmission System**.
- 3.4.3 A **Shipper** may not withdraw a **Nomination** after it has been submitted and accepted by the **Transporter** in accordance with paragraph 3.3.6b).
- 3.4.4 Where a **Shipper** has submitted a **Nomination** which has been accepted by the **Transporter** and which the **Shipper** no longer wishes to have effect, the **Shipper** shall be required to submit a **Renomination** which shall be accepted by the **Transporter** unless any of the conditions specified in paragraph 3.3.4 or paragraph 3.3.5 apply to the **Renomination**.

4 *Operating Schedules*

4.1 Initial Operating Schedule

- 4.1.1 The **Transporter** will not later than 15:00 hours on each **Day** notify a **Shipper**, in respect of the next **Balancing Period** of the quantity of gas provisionally scheduled for withdrawal by the **Shipper** from the **Transmission System** at each **Eligible Exit Point** (**Initial Operating Schedule**).

4.2 Final and Revised Operating Schedules

- 4.2.1 The **Transporter** will in respect of each **Balancing Period** not later than sixty (60) minutes following **Gate Closure** notify a **Shipper** of the quantity of gas scheduled for withdrawal by the **Shipper** from the **Transmission System** at each **Eligible Exit Point** during the **Balancing Period** (**Final Operating Schedule**).
- 4.2.2 For the purposes of the Code, in respect of a **Balancing Period** and each **Shipper** a **Scheduled Offtake Quantity** is the quantity of gas to be withdrawn from the **Transmission System** at an **Eligible Exit Point** by such **Shipper**, in each case in accordance with the **Final Operating Schedule**.
- 4.2.3 Where the **Transporter** accepts **Renominations** in accordance with paragraph 3.2.2 it shall notify a **Shipper** of the revised quantity of gas scheduled for withdrawal by the **Shipper** from the **Transmission System** at each **Eligible Exit Point** during the **Balancing Period** (**Revised Operating Schedule**).
- 4.2.4 For the purposes of this Code, **Operating Schedule** means an **Initial Operating Schedule**, **Final Operating Schedule** and a **Revised Operating Schedule**.

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- 4.2.5 **Shippers** acknowledge that the Transporter shall only be obliged to make gas available for withdrawal at a Eligible Exit **Point** at a uniform rate.

5 *Nomination Changes*

5.1 **Failure to notify**

- 5.1.1 Where in respect of a **Balancing Period**, following **Gate Closure**, a **Shipper** reasonably anticipates that the quantities of gas to be withdrawn from the **Transmission System** by the **Shipper** will be different from the relevant **Scheduled Offtake Quantity** for the **Balancing Period** by an amount greater than the **Level of Change Factor** multiplied by the relevant **Scheduled Offtake Quantity** (as the case may be), it shall notify the **Transporter** by telephone and in writing immediately, together with the reasons for the difference and such notice shall in addition set out the **Shipper's** estimate of the actual quantities of gas that it reasonably expects will be withdrawn from the **Transmission System** during the relevant **Balancing Period**.
- 5.1.2 At the date of this Code, the **Level of Change Factor** shall be zero point five (0.5).

Section D: BALANCING

1 Purpose

- 1.1. This section sets out the daily activities that the **Transporter** will carry out to ensure that it:
- a) transports the Gas through the **Transmission System**;
 - b) delivers to the **Shipper** at the **Exit Points** the quantities of **Shipper** Gas Nominated for withdrawal at those **Exit Points** on that **Day**, such **Shipper** Gas complying with the **Supply Specifications**; and
 - c) uses reasonable endeavours to procure that the **Shipper** Gas to be delivered at the **Exit Point** is tendered for delivery at a uniform rate.

2 Definitions

- 2.1. **Line Pack** means that quantity of Gas which a **Reasonable and Prudent Operator** would at any one time maintain in the **Transmission System** to enable Gas to be transported from the **Entry Points** to the **Exit Points**.

3 Line Pack

3.1 System Management

- 3.1.1 The **Transporter**, acting as a **Reasonable and Prudent Operator**, shall determine the quantity of **Line Pack** required in the context of the applicable operational parameters of the **Transmission System** as well as the **Transporter's** operating philosophy and procedures for the **Transmission System**.
- 3.1.2 Subject to paragraph 3.3, the **Transporter** shall utilise the **Balancing Gas Contracts (Shrinkage)** set up under Section E: 7.2 to manage the **Line Pack** in the **Transmission System** to maintain:
- a) the technical and/or operational integrity of the **Transmission System**;
 - b) the performance and safe operation of the **Transmission System**; and
 - c) its ability to deliver its obligations in terms of this Code or its Licence.

3.2 Transporter Obligation to Replenish Line Pack

- 3.2.1 If a **Shipper** fails to replenish, within the time agreed with such **Shipper**, any portion of the **Line Pack** delivered to it in terms of paragraph 3.3, the **Transporter** shall immediately replace such portion of the **Line Pack**.
- 3.2.2 The **Transporter** shall utilise the **Balancing Gas Contracts (Shrinkage)** set up under Section E: 7.2 to manage the **Line Pack** and any costs incurred in utilising such contracts to correct the issue identified in paragraph 3.2.1 shall be **Invoiced** to the **Shipper** in accordance with the **Transportation Contract** in place between the parties.

3.3 Shipper use of Line Pack

3.3.1 The **Shipper** shall, subject to the conditions set out in paragraph 3.3.2, at the discretion of the **Transporter**, nominate gas for withdrawal at an **Eligible Exit Point** a quantity of Gas resulting in the withdrawal by the **Shipper** on such **Day** of a quantity of Gas in excess of the aggregate of Gas injected at the **Entry Point** on such **Day** and the **Shipper** Stock of Gas previously delivered into the **Transmission System** in terms of Section E: 6, causing the **Shipper** to take delivery of a portion of the **Line Pack**

3.3.2 The conditions referred to in paragraph 3.3.1 are:

- a) the **Transporter** shall not be obliged to accept a **Nomination** by the **Shipper** in terms of paragraph 3.3.1 if such compliance would in the opinion of the **Transporter**, acting as a **Reasonable and Prudent Operator** impair:
 - i) the technical and/or operational integrity of the **Transmission System**;
 - ii) the performance and safe operation of the **Transmission System**; and
 - iii) the **Transporter's** ability to deliver its obligations in terms of this Code or its Licence.
- b) The quantity of gas nominated at the **Eligible Exit Point** may not exceed the **Capacity** held at that **Exit Point** by the **Shipper**;
- c) the **Shipper** shall replenish the portion of the **Line Pack** delivered to it in terms of this paragraph 3.3.1 within the time agreed with the **Transporter**, having regard to the extent of such portion of the **Line Pack**, but in any event by no later than 96 (ninety six) hours after the delivery thereof to the **Shipper**.

3.3.3 At all times, requests to utilise the **Transporter Line Pack** in accordance with this paragraph 3.3 will be processed in the order they are received.

Section E: ALLOCATIONS

1 Purpose

- 1.1. This section of the Code is used to determine quantities used in the calculation of:
- a) **Usage Charges;**
 - b) **Stock Changes;** and
 - c) the quantities of gas injected into, and withdrawn from, the **Transmission System** will be determined in accordance with this Section.
- 1.2. Unless the context requires otherwise, references in the Code to quantities of gas injected into and withdrawn from the **Transmission System** are to the quantities treated in accordance with this Section E: ALLOCATION as being so injected or withdrawn.

2 Definitions

- 2.1. For the purposes of the Code, in respect of a **Balancing Period**:
- a) in relation to a **Transmission System Entry Point**, an **Injecting Shipper** means a **Shipper** treated as injecting gas into the **Transmission System** at the **Transmission System Entry Point**;
 - b) in relation to a **System Exit Point**, an **Offtaking Shipper** means a **Shipper** treated as withdrawing gas from the **Transportation System** at the **System Exit Point**;
 - c) the **Metered Injection Quantity** means, in respect of a **Transmission System Entry Point**, the quantity of gas determined in accordance with Section H: METERING as having been injected into the **Transmission System** at such **Transmission System Entry Point**;
 - d) the **Metered Offtake Quantity** means, in respect of an **Eligible Exit Point**, the quantity of gas determined in accordance with Section H: METERING as having been withdrawn from the **Transmission System** or (as the case may be) the **Transportation System** at the **Eligible Exit Point**;
 - e) the **Shipper Injection Quantity** means the quantity of gas treated as having been injected by a **Shipper** into the **Transmission System** at a **Transmission System Entry Point**; and
 - f) the **Shipper Offtake Quantity** means the quantity of gas treated as having been withdrawn by a **Shipper** from the **Transmission System** at an **Eligible Exit Point** (which, in respect of a **Transmission/Distribution Point**, is such **Shipper's** **Transmission/Distribution Quantity**).

3 Stock Changes and Settlement

- 3.1. For each **Shipper**, the **Cumulative Stock Change** in respect of a **Month 'm'** is the difference between the quantities of gas treated as injected into, and withdrawn from, the

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Transmission System by the **Shipper** during that **Month**, determined (after having taken into account **UAG Shrinkage Gas**) in accordance with paragraph 7.

- 3.2. In respect of a **Month 'm'**, the **Transporter** shall, for each **Shipper**, calculate the **Shipper's Cumulative Stock Change** for such **Month 'm'** on the first (1st) **Business Day** of **Month 'm + 1'** (Final Settlement).
- 3.3. **Settlement** means **Final Settlement** or any calculations made in anticipation of carrying out the **Final Settlement Run**.

4 Injection Quantities

4.1 Shipper Injection Quantity

- 4.1.1 For each **Shipper** injecting gas into the **Transmission System** at a **Transmission System Entry Point**, the **Shipper Injection Quantity** for a **Balancing Period** shall be determined in accordance with this paragraph 4.
- 4.1.2 The **Transporter** shall first be required to attribute each **Shipper's Offtake Quantity** at each **Eligible Exit Point** to a relevant **Transmission System Entry Point** in accordance with the following criteria:
 - a) in respect of a **Shipper** who has withdrawn gas in a **Balancing Period** at an **Eligible Exit Point** where it is the only **Registered Shipper**, the **Shipper Offtake Quantity** for such **Shipper** at such **Eligible Exit Point** in such **Balancing Period** shall be attributed in full to the **Transmission System Entry Point**; or
 - b) in respect of a **Shipper** who has withdrawn gas in a **Balancing Period** at an **Eligible Exit Point** where there is more than one **Registered Shipper** the **Shipper Offtake Quantity** for such **Shipper** at such **Eligible Exit Point** in such **Balancing Period** as specified in accordance with paragraph 5.1.6 or, in respect of a **Transmission/Distribution Point**, as determined in accordance with paragraphs 5.1.4 and 5.1.5, shall be attributed in full to the **Transmission System Entry Point**.
- 4.1.3 Having made the calculations in accordance with paragraph 4.1.2 for the purposes of assessing a **Shipper's Attributed Quantity** at a **Transmission System Entry Point** the **Transporter** shall then assess whether, in respect of a **Balancing Period**, the **Metered Injection Quantity** at a **Transmission System Entry Point** multiplied by the **UAG Shrinkage Factor** is equal to, greater than, or less than, the aggregate of each **Shipper Attributed Quantity** for all **Shippers** at the relevant **Transmission System Entry Point**.
- 4.1.4 In the event the **Metered Injection Quantity**, in respect of a **Balancing Period**, at a **Transmission System Entry Point** multiplied by the **UAG Shrinkage Factor** is equal to the aggregate of the **Shipper Attributed Quantities** for all **Shippers** at the relevant **Transmission System Entry Point**, the **Shipper Injection Quantity** for a **Shipper** at such **Transmission System Entry Point** shall equal the **Shipper Attributed Quantity** divided by the **UAG Shrinkage Factor**.

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- 4.1.5 In the event, in respect of a **Balancing Period**, the **Metered Injection Quantity** at a **Transmission System Entry Point** multiplied by the **UAG Shrinkage Factor** is greater than or less than the aggregate of the **Shipper Attributed Quantities** for all **Shippers** at the relevant **Transmission System Entry Point**, the **Shipper Injection Quantity** for a **Shipper** at such **Transmission System Entry Point** shall equal:

$$Q_{All (Inj)} \times \frac{Q_{(Att),s}}{\sum^s Q_{(Att),s}}$$

$Q_{All (Inj)}$ is the **Metered Injection Quantity** at the relevant **Transmission System Entry Point**;

$Q_{(Att),s}$ is the **Shipper Attributed Quantity** for **Shipper, s**, at the relevant **Transmission System Entry Point**; and

$\sum^s Q_{(Att),s}$ is the summation of the **Shipper Attributed Quantities** for all **Shippers** at the relevant **Transmission System Entry Point**.

5 Offtake Quantities

5.1 Offtake Quantity

- 5.1.1 For each **Shipper** withdrawing gas from the **Transmission System**:

- a) at a **Transmission System Exit Point**, the **Shipper Offtake Quantity**; and
- b) at a **Transmission/Distribution Point**, the **Shipper Transmission/ Distribution Quantity**, for a **Balancing Period** shall be determined in accordance with this paragraph 5.

- 5.1.2 For the purposes of the Code and for a **Balancing Period**:

- a) the **Aggregate Shipper Transmission/Distribution Quantity** is, in respect of a **Shipper**, the quantity of gas treated as withdrawn by that **Shipper** from the **Transmission System** at all **Transmission/Distribution Points** and flowing into the **Distribution System(s)** calculated in accordance with paragraph 5;
- b) the **Shipper Transmission/Distribution Quantity** is, in respect of a **Shipper**, the quantity of gas treated as withdrawn from the **Transmission System** at a **Transmission/Distribution Point(s)** and flowing into a particular **Distribution System** calculated in accordance with either paragraph 5.1.4 or 5.1.5 as applicable; and
- c) the **Total Transmission/Distribution Quantity** is the aggregate quantity of gas determined as withdrawn from the **Transmission System** at all **Transmission/Distribution Points** and flowing into a particular **Distribution System**.

- 5.1.3 In respect of a **Transmission System Exit Point** in respect of which a **Shipper** is the only **Shipper** withdrawing gas from the **Transmission System** at such point during a **Balancing Period**, the **Shipper Offtake Quantity** shall be, without prejudice to paragraph 6, the **Metered Offtake Quantity**.

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- 5.1.4 In respect of a **Transmission/Distribution Point(s)** into a **Distribution System** where all the **Distribution System Exit Points** are registered in the name of a single **Shipper**, the **Shipper Transmission/Distribution Quantity** at that **Transmission/Distribution Point(s)** shall be the Total **Transmission/Distribution Quantity** for that **Transmission/Distribution Point(s)**.
- 5.1.5 In respect of each **Shipper** withdrawing gas from the **Transmission System** at a **Transmission/Distribution Point(s)** and flowing gas into a portion of a **Distribution System** where the **Distribution System Exit Points** in such portion of the **Distribution System** are registered in the name of more than one (1) **Shipper**, the **Shipper Transmission/Distribution Quantity** for such **Shipper** in respect of such **Transmission/Distribution Point** for a **Balancing Period** shall be calculated as the **Transmission/Distribution Quantity** multiplied by that **Shippers** share of end consumer consumption during that **Balancing Period** provided that where gas is injected into that portion of the **Distribution System** from a **Distribution System Entry Point** and at least one (1) **Transmission/Distribution Point**, the **Distribution System Injection Quantity** shall be accounted for.
- 5.1.6 In respect of each Shared **Transmission System Exit Point**, the **Shipper Offtake Quantity** for each **Offtaking Shipper** at the **Shared Transmission System Exit Point** for the **Balancing Period** shall be calculated as follows:

- a) If $Q_{(off),scheduled,tot}$ is greater than zero (0)

$$M_{off} \times \frac{Q_{(off),scheduled,s}}{Q_{(off),scheduled,tot}}$$

Where:

M_{off} is the **Metered Offtake Quantity** at the **Shared Transmission System Exit Point** for such **Balancing Period**;

$Q_{(off),scheduled,s}$ is the **Scheduled Offtake Quantity** in respect of **Offtaking Shipper**, 's', at the **Shared Transmission System Exit Point** for such **Balancing Period**; and

$Q_{(off),scheduled,tot}$ is the aggregate **Scheduled Offtake Quantities** for all **Offtaking Shippers** at the **Shared Transmission System Exit Point** for such **Balancing Period**.

- b) If $Q_{(off),scheduled,tot}$ is equal to zero (0)

$$M_{off} \times \frac{Firm\ Capacity_s}{Firm\ Capacity_{tot}}$$

Where:

M_{off} is the **Metered Offtake Quantity** at the **Shared Transmission System Exit Point** for such **Balancing Period**;

$Firm\ Capacity_s$ is the **Exit Capacity** held by **Offtaking Shipper**, 's', at the **Shared Transmission System Exit Point** for such **Balancing Period**; and

$Firm\ Capacity_{tot}$ is the aggregate of **Exit Capacity** held by all **Offtaking Shippers** at the **Shared Transmission System Exit Point** for such **Balancing Period**.

6 *Stock Change*

6.1 **Stock Change Calculation**

6.1.1 The **Stock Change** for each **Shipper** in respect of each of **Transmission System 1**, **Transmission System 2** and **Transmission System 3** shall be calculated for each **Balancing Period** as the difference between:

- a) the sum of the **Shipper Injection Quantity** for each **Transmission System Entry Point** at which the **Shipper** injected gas during the **Balancing Period** (**Shipper Aggregate Injection Quantity**) in respect of **Transmission System 1**, **Transmission System 2** or **Transmission System 3** (as the case may be); and
- b) the **Shipper Aggregate Offtake Quantity** which is the sum of:
 - i) the **Shipper Offtake Quantity** for each **Transmission System Exit Point** at which the **Shipper** withdrew gas during the **Balancing Period** divided by the **UAG Shrinkage Factor** in respect of **Transmission System 1**, **Transmission System 2** or **Transmission System 3** (as the case may be);

plus

- ii) the **Aggregate Shipper Transmission/Distribution Quantity** divided by the **UAG Shrinkage Factor** in respect of **Transmission System 1**, **Transmission System 2** or **Transmission System 3** (as the case may be).

6.1.2 The **Cumulative Stock Change** for each **Shipper** in respect of each **Day 'd'** in a **Month 'm'** and each of **Transmission System 1**, **Transmission System 2** and **Transmission System 3** shall be determined for the purposes of **Final Settlement** as such **Shipper's Stock Change** plus the **Cumulative Stock Change** calculated in the previous **Month**.

6.2 **Stock Change Information**

6.2.1 In respect of a **Balancing Period**, the **Transporter** shall, not later than eight (8) hours following the **Balancing Period** notify each **Shipper** of the **Shipper's Stock Change** and whether such **Stock Change** is positive or negative.

7 *Shrinkage*

7.1 **Definitions**

7.1.1 For the purposes of this Code:

- a) **Own Use Gas** means Gas which is used by the **Transporter** for the operation of the **Transportation System** or any localised part thereof including at compressor stations and/or for pre-heating and venting purposes;

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- b) **Shrinkage Gas** means **Own Use Gas, Line Pack Replenishment Gas** and/or Gas required to replace **Unaccounted For Gas**;
- c) **Transmission System Shrinkage Gas** means that **Shrinkage Gas** attributed to the **Transmission System** in accordance with this paragraph 7; and
- d) **Unaccounted For Gas** means Gas which is lost or otherwise unaccounted for from the **Transportation System** or any localised part thereof.
- e) **Line Pack Replenishment Gas** means Gas required by the **Transporter** to replenish the **Line Pack** to enable nominated gas to be transported from **Entry Points** to the **Exit Points**, and which may on occasion be a negative quantity.

7.2 Balancing Gas Contracts (Shrinkage)

- 7.2.1 The **Transporter** shall enter into one or more contracts for the provision of **Shrinkage Gas** (each a **Balancing Gas Contract (Shrinkage)**) in accordance with the provisions of this paragraph 7 to provide for the delivery to the **Transportation System** of Gas in respect of **Shrinkage Gas**.
- 7.2.2 The **Transporter** shall retain and make available **Entry Capacity** at an **Entry Point** (which **Entry Point** shall be specified in the **Balancing Gas Contract (Shrinkage)**) to facilitate **Nominations, Renominations** and deliveries of **Shrinkage Gas** to the **Transportation System** pursuant to the **Balancing Gas Contract (Shrinkage)**. **Entry Capacity** which the **Transporter** makes available to facilitate **Nominations, Renominations** and deliveries of **Shrinkage Gas** shall not form part of a **Shipper's Entry Capacity** but shall at all times be available only for the purpose of **Nominations, Renominations** and deliveries of **Shrinkage Gas**.
- 7.2.3 The **Transporter** shall use reasonable endeavours to avoid unnecessary costs associated with obtaining **Shrinkage Gas** and shall award each **Balancing Gas Contract (Shrinkage)** following a competitive tender or such other process as reasonably satisfies the Gas Act obligation to operate in an efficient and economic manner.
- 7.2.4 Following award of a **Balancing Gas Contract (Shrinkage)**, the **Transporter** shall use reasonable endeavours to provide **Shippers** with the unit cost of **Shrinkage Gas** or the basis of calculation of the unit cost of such **Shrinkage Gas** to be purchased for the following **Gas Year**.
- 7.2.5 Before the start of each **Gas Year**, the **Transporter** shall provide **Shippers** with the **Transporter's** good faith best estimate of the quantity and cost of **Shrinkage Gas** to be purchased for the following **Gas Year**.

7.3 Calculation of Shrinkage Gas

- 7.3.1 The **Transporter** shall determine the **Shrinkage Gas** required for the **Day** as the **Transporter's** best estimate of **Own Use Gas, Unaccounted For Gas** and **Line Pack Replenishment** in respect of the **Transmission System (Estimated Transmission System Shrinkage Gas)**.

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- 7.3.2 The **Transporter** shall request delivery to the **Transmission System** of a quantity of Gas equal to the **Estimated Transmission System Shrinkage Gas** in accordance with the provisions of the applicable **Balancing Gas Contract (Shrinkage)**.
- 7.3.3 Where **Shrinkage Gas** is provided by a **Shipper**, **Nominations** with respect to **Shrinkage Gas** in respect of a **Day** shall be made separately and independently from any other **Nominations** made by such **Shipper** in respect of a **Day**. Where the person providing **Shrinkage Gas** is not a **Shipper**, the **Transporter** shall for the purposes of the provision of **Shrinkage Gas** to the **Transportation System** in respect of a **Day** be entitled to make **Nominations** and receive Allocations in respect of **Shrinkage Gas**. The **Transporter** shall, where the **Balancing Gas Contract (Shrinkage)** so provides be entitled to submit **Nominations** in respect of **Shrinkage Gas** for and on behalf of the **Shipper**.

7.4 Accounting for Shrinkage Gas

- 7.4.1 The **Transporter** shall keep full and accurate records in respect of the quantity of Gas used each **Month** as **Transmission System Shrinkage Gas**.
- 7.4.2 The **Transporter** will appoint in accordance with paragraph 7.4 a person eligible for appointment as a company auditor to conduct a review after the end of the **Gas Year** of whether, in the opinion of such person, in respect of Shrinkage Costs, the **Transporter** has complied with the applicable provisions of the Code.
- 7.4.3 The entity appointed under paragraph 7.4.2 shall audit:
- a) the quantities of **Transmission System Shrinkage Gas**; and
 - b) the cost to the **Transporter** of securing (but not the price of) the **Balancing Gas Contracts (Shrinkage)**, recognising that such contracts will be awarded in accordance with paragraph 7.2.
- 7.4.4 A summary of the audit report shall be made available to **Shippers**.

7.5 Method for Determining the UAG Shrinkage Factor

- 7.5.1 On a **Monthly** basis the **Transporter** shall determine and publish a shrinkage factor (**UAG Shrinkage Factor**) as the ratio of the total amount of gas withdrawn from the **Transmission System** to the total amount of gas injected into the **Transmission System** over the **Month** and such **UAG Shrinkage Factor** shall apply in respect of each **Balancing Period** in that **Month**.
- 7.5.2 The **Transporter** shall, in determining the **UAG Shrinkage Factor** under paragraph 7.5.1, take into account the aggregate quantities of gas injected into, and withdrawn from, the **Transportation System** during the **Month** including the likely (or proven) inaccuracies of the **BPMs** together with a calculation of the **Line Pack** and **Shippers'** aggregate **Cumulative Stock Change**.
- 7.5.3 The **UAG Shrinkage Factor** shall be, at the date of the Code 0.991.

Section F: ENTRY & EXIT REQUIREMENTS

1 Purpose

- 1.1. The provisions of this Section shall apply in respect of the injection of gas into the **Transmission System** at **Transmission System Entry Points**.
- 1.2. The provisions of this Section shall apply in respect of the withdrawal of gas from the **Transportation System** at **Eligible Exit Points**.
- 1.3. **Shippers** injecting gas into the **Transmission System** at a **Transmission System Entry Point** or withdrawing gas from the **Transmission System** at an **Eligible Exit Point** shall comply with the relevant requirements of this Section.
- 1.4. Nothing in the Code confers on any person any entitlement to have any pipeline, plant or other installation connected to the **Transportation System** for the purposes of injecting gas into the **Transportation System** or withdrawing gas from the **Transportation System**.

2 Definitions

- 2.1. For the purposes of the Code:
 - a) An **Upstream Facility** is a single facility or system (comprising pipeline(s), plant and/or other installations) in South Africa, operated by one person or jointly operated by several persons (other than the **Transporter**), and connected to the **Transmission System** immediately upstream of a **Transmission System Entry Point**.
 - b) An **Upstream Facility Operator** is the operator of an **Upstream Facility**.
 - c) **System Entry Provisions** are terms and conditions set out in a **System Entry Agreement** or other provisions which specify requirements (for the purposes of this Code) in respect of the injection of gas into the **Transmission System**.

3 Measurement Provisions

- 3.1. The **Measurement Provisions** in respect of an **Transmission System Entry Point** or **Eligible Exit Point** are the procedures, methods and standards by which:
 - a) gas injected or made available for injection into or withdrawn or made available for withdrawal from the **Transmission System** at that point will be measured, sampled and analysed;
 - b) the Heating Value, volume, quantity, and characteristics of such gas will be determined; and
 - c) in circumstances where such **Transmission System Entry Point** is connected to an **Upstream Facility** or **Connected System**, the **Transporter** and the **Upstream Facility Operator** or **Connected System Operator** will inform each other of the determinations made under paragraph 3.1b).

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- 3.2. **Measurement Equipment** is the metering, sampling, analysis and other equipment required under the **Measurement Provisions** to be installed (whether at the **Upstream Facility** or on the **Transmission System**).
- 3.3. **Measurement Provisions** may include:
- a) standards of accuracy and procedures for testing and calibration of **Measurement Equipment**;
 - b) terms by which Heating Value, quantity or any characteristics of gas injected or made available for injection or withdrawn or made available for withdrawal may be estimated in the case of failure or defect of any **Measurement Equipment**, non-compliance with any of the **Measurement Provisions**, or otherwise; and
 - c) terms upon which any difference or dispute between the **Upstream Facility Operator** and the **Transporter** as to the Heating Value, quantity or characteristics of gas injected or made available for injection will be resolved (which may include resolution by agreement between them).
- 3.4. Each **Shipper** acknowledges that the Heating Value, quantity and characteristics of gas injected or made available for injection into or withdrawn or made available for withdrawal from (by **Shippers** in aggregate) the **Transmission System** at any **System Point** and the compliance or non-compliance with the applicable **Gas Entry Conditions** or **Offtake Requirements** in respect thereof, will be established by the **Transporter** and/or the **Upstream Facility Operator** in accordance with the applicable **Measurement Provisions** and by means of the **Measurement Equipment**, and each **Shipper** agrees to be bound (for the purposes of the Code) by what is so established.
- 3.5. The quantity of Gas recorded at a System Point shall be the aggregate volume measured by the **Measurement Equipment** multiplied by the Heating Value at such System Point.

4 *System Entry Requirements*

4.1 **System Entry Agreement**

- 4.1.1 A **Shipper** may not inject gas into the **Transmission System** at any **Transmission System Entry Point** which is connected to an **Upstream Facility** unless there is in force an agreement (**System Entry Agreement**) between the **Transporter** and the **Upstream Facility Operator**, containing, without limitation, **System Entry Provisions** applicable in respect of that **Transmission System Entry Point**.
- 4.1.2 A **System Entry Agreement** may contain provisions other than **System Entry Provisions**.
- 4.1.3 The existence of a **System Entry Agreement** shall not relieve **Shippers** of any obligation under this Code, and the **Transporter** shall not be required (for itself or for the benefit of any **Shipper**) to secure in a **System Entry Agreement** any remedy against the **Upstream Facility Operator** nor to take steps to enforce any provision of a **System Entry Agreement**.

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- 4.1.4 Subject to paragraph 4.1.5, the **Transporter** shall publish the **System Entry Provisions** and, subject to paragraph 4.4, **Local Operating Procedures** applicable at any **Transmission System Entry Point** which is connected to an **Upstream Facility**, but shall not be required to provide to any **Shipper** or **Applicant Shipper** any other details of a **System Entry Agreement**.
- 4.1.5 Paragraph 4.1.4 shall not apply to any particular provision of the **System Entry Provisions** applicable pursuant to paragraph 4.2.3 or **Local Operating Procedures**, where the disclosure of such provision would be materially prejudicial to the commercial interests of the **Upstream Facility Operator** or where the provision or procedure contains personal or confidential information relating to individuals or refers to any other agreement to which the **Upstream Facility Operator** is **Party**.

4.2 Amendment of System Entry Provisions

- 4.2.1 Subject to paragraph 4.3.3a), the **System Entry Provisions** in respect of any **Transmission System Entry Point** which is connected to an **Upstream Facility** may not be **Modified** other than by agreement between the **Transporter** and the relevant **Upstream Facility Operator**.
- 4.2.2 Subject to paragraph 4.2.3, the **Transporter** shall not agree to any **Modification** of the **System Entry Provisions** except with the consent in writing of all **Shippers** who at the date when such amendment is to take effect have **Available Capacity Rights** entitling them to inject gas at the relevant **Transmission System Entry Point** which is connected to an **Upstream Facility**.
- 4.2.3 Such **System Entry Provisions** may (in accordance with the provisions of the relevant **System Entry Agreement**) be amended without the consent of any **Shipper** insofar as may be required to enable:
- a) the **Transporter**; or
 - b) the relevant **Upstream Facility Operator**, to comply with any Legal Requirement.
- 4.2.4 The **Transporter** shall notify all **Shippers** hold **Capacity** entitling them to inject gas at the relevant **Transmission System Entry Point** which is connected to an **Upstream Facility** of any **Modification** to the **System Entry Provisions** not later than the date upon which such **Modification** becomes effective.

4.3 System Entry Provisions

- 4.3.1 **System Entry Provisions** shall:
- a) identify the **Upstream Facility** (by name, location or otherwise);
 - b) specify the **Transmission System Entry Point(s)**;
 - c) specify for the **Transmission System Entry Point**, the **Measurement Provisions** in accordance with paragraph 3 and the **Local Operating Procedures** in accordance with paragraph 4.4; and

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- d) identify (by description or diagram, or both) the point at which gas is injected into the **Transmission System**.
- 4.3.2 **System Entry Provisions** may specify (unless separately specified) **Local Operating Procedures** in accordance with paragraph 4.4.
- 4.3.3 **System Entry Provisions** shall, without limitation, include:
- a) procedures by and standards to which the **Upstream Facility** is to be maintained, repaired and operated, but only insofar as such procedures and standards are material to the ability of the **Transporter** to safely, efficiently and economically operate the **Transportation System** or to comply with any Legal Requirement or Directive;
 - b) terms entitling the **Transporter** and the **Upstream Facility Operator** to have access to each other's **Facilities** for the purposes of verification of compliance with the requirements of the **System Entry Provisions**, or requiring them to procure and facilitate a technical audit of such compliance;
 - c) terms according to which, and circumstances in which, it is permitted to deviate or depart from any other **System Entry Provision**;
 - d) any other terms or conditions which may be appropriate for the purposes of (but consistent with the terms of) this Code in respect of the injection of gas into the **Transmission System** or (in relation to such injection) the **Upstream Facility**;
 - e) procedures applicable to gas flows in the event of any **Emergency** circumstances affecting the **Transporter** or the **Upstream Facility Operator** (including System Stress in accordance with Section G: EMERGENCIES); and
 - f) the circumstances in which the **Transporter** shall be entitled to refuse to accept the injection of gas by **Shippers** into the **Transmission System** at the relevant **Transmission System Entry Point** including, without limitation, where the **System Entry Provisions** are not for the time being complied with or are incapable of being complied with (other than as a result of a failure by the **Transporter** to perform).
- 4.3.4 **System Entry Provisions** may differ as between different **Transmission System Entry Points** which are connected to Upstream **Facilities**.

4.4 Local Operating Procedures

- 4.4.1 The **Local Operating Procedures** in respect of a **Transmission System Entry Point** which is connected to an **Upstream Facility** are procedures for communication, the exchange of information and co-ordination between the **Transporter** and the **Upstream Facility Operator** in connection with the operation of the **Upstream Facility** and the part of the **Transmission System** at which it is connected, including as appropriate and without limitation:
- a) safety procedures;

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- b) **Maintenance** and repair procedures;
 - c) **Emergency** procedures;
 - d) asset ownership and site boundaries;
 - e) nomenclature to be used (to identify plant);
 - f) diagrams to be exchanged and displayed on site;
 - g) names and phone numbers of key authorised personnel; and
 - h) rights of access to the **Upstream Facility** site for the **Transporter**.
- 4.4.2 Except with the prior written consent of the **Upstream Facility Operator**, the **Transporter** shall not and shall not be required to provide to any **Shipper** any information provided by the **Upstream Facility Operator** under the **Local Operating Procedures**.
- 4.4.3 The **Transporter** may rely on the information provided to it by the **Upstream Facility Operator** in operating and planning the operation of the **Transportation System** and for the purposes of ensuring the Safe and Reliable Operation of the **Transportation System**.

5 *Injection of Gas into the Transportation System*

5.1 **Injecting Shippers and injected gas**

- 5.1.1 The **Gas Entry Conditions** in respect of all **Transmission System Entry Points** are limits or other requirements as to the composition, pressure, temperature and other characteristics of gas injected into, or made available for injection into the **Transmission System** at the **Transmission System Entry Points**.
- 5.1.2 Subject to any applicable new or changed Legal Requirement (which shall result in an amendment of the **Gas Entry Conditions**), **Gas Entry Conditions** may include limits, prohibitions or requirements in respect of the properties which shall be in compliance with the common gas specifications for the **Transportation System** set out in Annex F1.
- 5.1.3 Subject to Section E: ALLOCATION and Section G: EMERGENCIES, where gas is injected by more than one **Shipper** into the **Transmission System** at a **Transmission System Entry Point** during a **Balancing Period** each such **Shipper** shall be deemed to have injected gas with the same characteristics as that injected, or made available for injection, at such **Transmission System Entry Point** by each other **Shipper**.

5.2 **Compliance with Gas Entry Conditions**

- 5.2.1 For the purposes of this paragraph 5:
- a) **Injection Off-Specification Gas** is gas injected or made available for injection at a **Transmission System Entry Point**, in respect of which any of the relevant **Gas Entry Conditions** are not or were not complied with; and

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- b) **Injection Operating Procedure** is the **Code Subsidiary Document** developed and published by the **Transporter** in respect of its obligations to monitor, report and respond to any injection or anticipated injection of **Injection Off-Specification Gas** at each **Transmission System Entry Point**.
- 5.2.2 In accordance with this paragraph 5.2, each **Shipper** shall ensure that all gas made available by the **Shipper** for injection at a System **Entry Point** shall comply with the relevant **Gas Entry Conditions** or, where not complied with, is dealt with in accordance with the **Injection Operating Procedure**.
- 5.2.3 In accordance with this paragraph 5.2, the **Transporter** shall ensure that all gas made available by **Shippers** for injection at a System **Entry Point** shall comply with the relevant **Gas Entry Conditions** or, where not complied with, is dealt with in accordance with the **Injection Operating Procedure**.

5.3 Liability and claims against the Transporter for Injection Off-Specification Gas

- 5.3.1 The **Transporter** shall not be liable to any **Shipper**, Customer or other **Party** for any loss or damage howsoever caused by the injection of **Injection Off-Specification Gas** except where the **Transporter** had failed to comply with the **Injection Operating Procedure**.
- 5.3.2 A **Shipper** who has incurred or suffered loss or damage pursuant to paragraph 5.3.1 may issue a claim for compensation (a **Shipper Compensation Notice**) to the **Transporter**.
- 5.3.3 All claims made by **Shippers** for compensation for loss or damage with respect to the injection of **Injection Off-Specification Gas** into the **Transportation System** shall be resolved in accordance this paragraph 5.3.
- 5.3.4 Without prejudice to paragraph 5.3.6, the liability of the **Transporter** in respect of any claim for compensation shall not exceed R2000 000.00 (two million Rand) per incident per **Shipper**.
- 5.3.5 Neither Party shall, under any circumstances, be liable to the other for any indirect or consequential losses or loss of profit.
- 5.3.6 The **Transporter** shall not be liable for compensation in any circumstances for:
- a) any loss or deferment of profit or anticipated earnings or saving, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working and wasted effort or expenditure; or
 - b) any indirect or consequential loss.
- 5.3.7 The rights and remedies set out in this paragraph 5.3 are intended to be the exhaustive rights and remedies of the **Shippers** with respect to the injection of **Injection Off-Specification Gas** into the **Transportation System** and, insofar as they relate to limitations of liability and nature of loss, shall apply to all liabilities and claims of any kind, whether as a result of a breach of any contractual obligation, representation or

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warranty, negligence, nuisance, breach of statutory duty, strict liability or otherwise howsoever arising on the part of the **Transporter**.

- 5.3.8 In the event that the compensation due exceeds the amounts prescribed in paragraph 5.3.6, the excess amount of such compensation (the **Excess Award**) shall be borne and paid for by all **Shippers** in proportion to their share of the Scheduled **Offtake Quantity**.
- 5.3.9 The amount of **Excess Award** to be paid by **Shipper 's'** pursuant to paragraph 5.3.8 shall be **Invoiced** by the **Transporter** and paid by the **Shipper** in accordance with the **Transportation Contract** in place between the parties.
- 5.3.10 The **Transporter** shall not be required to pay any **Excess Award** to the claimant **Shipper(s)** until it has received payment of such **Excess Award** from the relevant **Shippers** pursuant to paragraph 5.3.9.

5.4 Liability and claims against the Shipper(s) for Injection Off-Specification Gas

- 5.4.1 A **Shipper** shall not be liable to the **Transporter**, Customer or other **Party** for any loss or damage howsoever caused by the injection of **Injection Off-Specification Gas** except where the **Shipper** had failed to comply with the **System Exit Point Register**. For the avoidance of doubt, where a **Shipper** has informed the **Transporter** of the injection of **Injection Off-Specification Gas** before the **Transporter** has detected the **Injection Off-Specification Gas** and such **Shipper** has and continues to comply with the requirements of the **System Exit Point Register** for dealing with **Injection Off-Specification Gas**, then such **Shipper** shall be deemed to have complied with the **System Exit Point Register**.
- 5.4.2 Where the **Transporter** has incurred or suffered loss or damage pursuant to paragraph 5.4.1, it may issue a claim for compensation to the **Shipper**.
- 5.4.3 All claims made by the **Transporter** for compensation for loss or damage with respect to the injection of **Injection Off-Specification Gas** into the **Transportation System** shall be resolved in accordance with this paragraph 5.4.
- 5.4.4 Without prejudice to paragraph 5.4.5, the liability of the **Shipper(s)** in respect of any compensation with respect to the injection of **Injection Off-Specification Gas** into the **Transportation System** shall not be subject to any monetary limit.
- 5.4.5 Subject to paragraph 5.4.6, the **Shipper(s)** shall not be liable for, compensation in any circumstances for:
- a) any loss or deferment of profit or anticipated earnings or saving, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working and wasted effort or expenditure; or
 - b) any indirect or consequential loss.
- 5.4.6 Without limitation, the **Transporter** shall be entitled to claim all costs and expenses it had reasonably incurred in consequence of the injection of the **Injection Off-Specification Gas** by the **Shipper(s)**, including costs and expenses incurred in:

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- a) cleaning or clearing any part of the **Transportation System** affected by the injection of that **Injection Off-Specification Gas**;
 - b) rectifying any other physical damage caused to the **Transportation System** by the acceptance of **Injection Off-Specification Gas**;
 - c) replacing any gas vented or flared including **Shipper Stock** and **Line Pack**;
 - d) settling claims by other **Shippers**; and/or
 - e) taking reasonable measures to secure the Safe and Reliable Operation of the **Transportation System** notwithstanding the injection or continued injection of such **Injection Off-Specification Gas**.
- 5.4.7 The rights and remedies set out in paragraph 5.4 are intended to be the exhaustive rights and remedies of the **Transporter** with respect to the injection of **Injection Off-Specification Gas** into the **Transportation System** and, insofar as they relate to limitations of liability and nature of loss, shall apply to all liabilities and claims of any kind, whether as a result of a breach of any contractual obligation, representation or warranty, negligence, nuisance, breach of statutory duty, strict liability or otherwise howsoever arising on the part of the **Shipper(s)**.
- 5.4.8 The amount of any claim by **Transporter** shall be **Invoiced** to the relevant **Shipper(s)** by the **Transporter** and paid by the **Shipper(s)** in accordance with the **Transportation Contract** in place between the parties.

5.5 Additional conditions on liability

- 5.5.1 Neither the **Transporter** nor a **Shipper** shall be liable for, any compensation for loss or damage pursuant to the provisions of this paragraph 5 which had already been settled or were subject to a claim pursuant to the provisions of paragraph 7.

6 System Exit Requirements

6.1 Offtake Connections

- 6.1.1 The **Transporter** shall develop, publish and comply with its obligations under a **Code Subsidiary Document** entitled **Standard Operating Procedures for Gas Connection** which shall prescribe the processes, timeframes, technical, regulatory and documentary requirements, and deliverables for the connection of a gas installation of a Customer at a **System Exit Point**.
- 6.1.2 A **Shipper** shall not be entitled to withdraw gas from the **Transportation System** at an **Eligible Exit Point** unless such **Shipper** holds **Capacity** issued pursuant to Section B: **CAPACITY** relating to such **Eligible Exit Point**.
- 6.1.3 A **Shipper** shall not be entitled to withdraw gas at an **Eligible Exit Point** unless such **Shipper** is registered in relation to such **Exit Point** in accordance with paragraph 8.2.1.

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- 6.1.4 A **Shipper** wishing to withdraw gas at an **Exit Point** for the first time shall apply to the **Transporter** in relation to such **Exit Point** in accordance with the **Standard Operating Procedures for Gas Connection** and this paragraph. The **Transporter** may, following an assessment by the **Transporter** of such application by the **Shipper**, including as to whether sufficient **Capacity** exists in the **Transmission System** to meet the flow and pressure requirements requested by such **Shipper** in its application, confirm the application of the **Shipper** in relation to such **Exit Point** specifying inter alia the following:
- a) the identity of the **Shipper** and the **Shipper ID**;
 - b) the **Exit Point** which such registration relates to;
 - c) where applicable, the name of the Customer and the address of the **Relevant Customer's Facility** connected at such **Exit Point**;
 - d) the exact point of offtake from the **Transportation System**;
 - e) summary information of gas plant and equipment installed at such **Exit Point**;
 - f) the **Minimum Required Offtake Pressure** at such **Exit Point (Minimum Required Offtake Pressure)**; and
 - g) the maximum instantaneous flow rate at which such **Shipper** is permitted to withdraw gas at such **Exit Point (Maximum Instantaneous Rate of Offtake)**.

6.2 Entitlements under the Act

- 6.2.1 Nothing in this Code shall prevent the **Transporter** from exercising any entitlement or discharging any duty under the **Act** or pursuant to its **Transporter's Licence** or any other legal requirement which may involve the disconnection of, or refusal to convey gas to, or to allow gas to be conveyed to, any premises.
- 6.2.2 Where under the Act or pursuant to the **Transporter's Licence**, the **Transporter** is not required to connect or to maintain a connection, or has exercised or is entitled to exercise any right to disconnect, or is required to disconnect, any premises, or (having disconnected them) is not required to re-connect any premises, or is entitled to refuse to convey gas to or to allow gas to be conveyed to any premises, the **Transporter** shall not be in breach of its obligation to make gas available for withdrawal from the **Transportation System** at the relevant **System Exit Point(s)**.
- 6.2.3 The **Transporter** shall inform the **Registered Shipper** (or each **Sharing Registered Shipper**) at a **System Exit Point** as soon as reasonably practicable after exercising an entitlement (as described in paragraph 6.2.2) to disconnect or refuse to convey gas or allow gas to be conveyed.

6.3 Offtake Requirements

- 6.3.1 For the purposes of this Code, and subject to paragraph 6.3.2, the **Offtake Requirements** in respect of a **System Exit Point** are the limits or other requirements as to composition,

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pressure, temperature and other characteristics of gas withdrawn from the **Transportation System** at that **System Exit Point**.

- 6.3.2 Subject to any applicable new or changed Legal Requirement (which shall result in the amendment of the **Offtake Requirements**) the **Offtake Requirements** shall be in compliance with the common gas specification parameters set out in Annex F1.
- 6.3.3 **Offtake Pressure** is the nominal pressure of gas made available for withdrawal from the **Transmission System** at a **Transmission System Exit Point** or **Connected System Exit Point**.
- 6.3.4 The **Transporter** shall make Gas available for withdrawal from the **Transmission System** at an **Exit Point** and/or at a **Connected System Exit Point** at a minimum pressure (**Transmission Minimum Pressure**) (as measured at the relevant **Exit Point, Connected System Exit Point** as the case may be) of not less than:
- a) forty (40) bar off **Transmission System 1**;
 - b) twenty eight (28) bar off **Transmission System 2**; and
 - c) fifty (50) bar off **Transmission System 3** .
- 6.3.5 Subject to paragraph 6.3.6, the **Transporter** shall make gas available for withdrawal at a **Transmission System Exit Point** or **Connected System Exit Point** at the **Transmission Minimum Pressure**; or
- 6.3.6 The **Transporter** shall not be in breach of its obligation to make gas available for withdrawal from the **Transmission System Exit Point** if such failure is due to any reason not attributable to the acts or omission of the **Transporter**, including where the overall pressure in the Transportation Network falls below its normal operating pressure.
- 6.3.7 The **Transporter** shall use reasonable endeavours to notify **Shippers** as soon as reasonably practicable after the **Transporter** becomes aware that the **Offtake Pressure** of Gas available at the **System Exit Point** has decreased or will decrease below the **Transmission Minimum Pressure**.
- 6.3.8 Nothing in this paragraph 6.3 shall be construed as requiring the **Transporter** to make gas available for withdrawal at a **Transmission System Exit Point** at any nominal pressure requested by the **Registered Shipper** (or **Sharing Registered Shipper**).
- 6.3.9 The **Transporter** shall only be required to make gas available for withdrawal at a **Transmission System Exit Point** at a uniform rate.

7 Withdrawal of Gas from the Transportation System

7.1 Obligation to make gas available for withdrawal

- 7.1.1 Subject to the provisions of this Code, the **Transporter** shall make gas available for withdrawal by **Shippers** from the **Transportation System** at **System Exit Points** in accordance with the requirements of paragraph 6.3.

7.2 Responsibility for gas at a System Exit Point

- 7.2.1 All gas made available for withdrawal at a **System Exit Point** by the **Transporter** shall be allocated to **Offtaking Shippers** for the purpose of this Code.

7.3 Compliance with Offtake Requirements

- 7.3.1 For the purposes of this paragraph 7, **Offtake Off-Specification Gas** is gas made available for withdrawal from the **Transportation System** in respect of which any of the **Offtake Requirements** are not or were not complied with.

7.4 Liability and claims against the Transporter for Offtake Off-Specification Gas

- 7.4.1 The **Transporter** shall not be liable to any **Shipper**, Customer or other **Party** for any loss or damage howsoever caused by the delivery of **Offtake Off-Specification Gas** except where the **Transporter** had failed to comply with the **System Exit Point Register**.
- 7.4.2 A **Shipper** who has incurred or suffered loss or damage pursuant to paragraph 7.4.1 may issue a claim for compensation (a **Shipper Compensation Notice**) to the **Transporter**.
- 7.4.3 All claims made by **Shippers** for compensation for loss or damage arising from the delivery of **Offtake Off-Specification Gas** shall be resolved in accordance with this paragraph F-11.
- 7.4.4 Without prejudice to paragraph 7.4.5, the liability of the **Transporter** in respect of any claim for compensation with respect to loss or damage arising from the delivery of **Offtake Off-Specification Gas** shall not exceed R2000 000.00 (two million Rand) per incident per **Shipper**.
- 7.4.5 Subject to paragraph 7.4.6, the **Transporter** shall not be liable for, compensation in any circumstances for:
- a) any loss or deferment of profit or anticipated earnings or savings, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working and wasted effort or expenditure; or
 - b) any indirect or consequential loss.
- 7.4.6 A **Shipper** shall be entitled to claim against the **Transporter** all costs and expenses it had reasonably incurred (but subject to paragraph 7.4.4) as a result of the delivery of **Offtake Off-Specification Gas** by the **Transporter** for:
- a) In clearing or cleaning any installation downstream of the Exit Points as may be necessary following the off-take of such Gas; and
 - b) In any measures taken by Shippers or by Shippers' customers which are reasonably required to render such Gas fit for Shippers' or Shippers' customers' requirements

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7.4.7 For the purposes of paragraph 7.4.6:

- a) **Relevant Customer's Facility** means the plant and/or (as the case may be) gas pipeline or gas pipeline network or facility belonging to the Customer identified in the relevant **System Exit Point Register** as connected to the **Transportation System**;
- b) **Shipper's Facility** means the **Shipper's** plant and/or (as the case may be) gas pipeline or gas pipeline network or facility connected to the **Transmission System** at the relevant **Transmission System Exit Point**; and
- c) references to costs and expenses incurred by a **Shipper** include the costs and expenses incurred by the Relevant Customer.

7.4.8 The rights and remedies set out in paragraph F-117.4 are intended to be the exhaustive rights and remedies of the **Shippers** with respect to the delivery of **Offtake Off-Specification Gas** and, insofar as they relate to limitations of liability and nature of loss, shall apply to all liabilities and claims of any kind, whether as a result of a breach of any contractual obligation, representation or warranty, negligence, nuisance, breach of statutory duty, strict liability or otherwise howsoever arising on the part of the **Transporter**.

7.4.9 In the event that the compensation awarded in respect of a claim arising from the delivery of **Offtake Off-Specification Gas** exceeds the amounts prescribed in paragraph 7.4.4, the excess amount of such compensation (the **Excess Award**) shall be borne and paid for by all **Shippers** in proportion to their share of the **Scheduled Offtake Quantity**..

7.4.10 The amount of **Excess Award** to be paid by **Shipper 's'** pursuant to paragraph 7.4.8 shall be **Invoiced** by the **Transporter** and paid by the **Shipper** in accordance with the **Transportation Contract** in place between the parties.

7.4.11 The **Transporter** shall not be required to pay any **Excess Award** to the claimant **Shipper(s)** until it has received payment of such **Excess Award** from the relevant **Shippers** pursuant to paragraph 7.4.9.

7.5 Liability and claims against the Shipper(s) for Offtake Off-Specification Gas

7.5.1 Subject to paragraph 7.4.9, a **Shipper** shall not be liable to the **Transporter**, Customer or other **Party** for any loss or damage howsoever caused by the delivery of **Offtake Off-Specification Gas** except where the **Shipper** had failed to comply with the **System Exit Point Register**.

7.5.2 Where the **Transporter** has incurred or suffered loss or damage in respect of which a **Shipper** is liable pursuant to paragraph 7.5.1, it may issue a claim for compensation.

7.5.3 All claims made by the **Transporter** for compensation for loss or damage arising from the delivery or presence of **Offtake Off-Specification Gas** at a **System Exit Point** shall be resolved in accordance with this paragraph 7.5.

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- 7.5.4 Without prejudice to paragraph 7.5.5, the liability of the **Shipper(s)** in respect of any compensation with respect to loss or damage arising from the delivery of **Offtake Off-Specification Gas** at a **System Exit Point** shall not be subject to any monetary limit.
- 7.5.5 Subject to paragraph 7.5.6, The **Shipper(s)** shall not be liable for, compensation in any circumstances for:
- a) any loss or deferment of profit or anticipated earnings or saving, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working and wasted effort or expenditure; or
 - b) any indirect or consequential loss.
- 7.5.6 For the avoidance of doubt and without limitation, the **Transporter** shall be entitled to claim all costs and expenses it had reasonably incurred in consequence of the delivery or presence of **Offtake Off-Specification Gas** at a **System Exit Point** which had been caused by the **Shipper(s)**, including costs and expenses incurred in:
- a) cleaning or clearing any part of the **Transportation System** affected by the **Offtake Off-Specification Gas**;
 - b) rectifying any other physical damage caused to the **Transportation System** by the **Offtake Off-Specification Gas**; and/or
 - c) replacing any gas vented or flared including **Shipper Stock** and **Line Pack**;
 - d) settling claims by other **Shippers**; and/or
 - e) taking reasonable measures to secure the Safe and Reliable Operation of the **Transportation System** notwithstanding the withdrawal or continued withdrawal of such **Offtake Off-Specification Gas**.
- 7.5.7 The rights and remedies set out in paragraph 7.5 are intended to be the exhaustive rights and remedies of the **Transporter** with respect to the delivery or presence of **Offtake Off-Specification Gas** at a **System Exit Point** and, insofar as they relate to limitations of liability and nature of loss, shall apply to all liabilities and claims of any kind, whether as a result of a breach of any contractual obligation, representation or warranty, negligence, nuisance, breach of statutory duty, strict liability or otherwise howsoever arising on the part of the **Shipper(s)**.
- 7.5.8 The amount of any claim made in favour of the **Transporter** shall be **Invoiced** to the relevant **Shipper(s)** by the **Transporter** and paid by the **Shipper(s)** in accordance with the **Transportation Contract** in place between the parties.

7.6 Additional conditions on liability

- 7.6.1 Neither the **Transporter** nor a **Shipper** shall be liable for, any compensation for loss or damage pursuant to the provisions of this paragraph 7 which had already been awarded or were subject to a claim pursuant to the provisions of paragraph 5.

8 *System Exit Point Register*

8.1 Purpose

- 8.1.1 The **Transporter** shall establish and maintain, or procure the **Maintenance** of, a register (**System Exit Point Register**) containing details of each **System Exit Point** in accordance with this Section.
- 8.1.2 In respect of each **System Exit Point** the **System Exit Point Register** will record the details to be submitted in respect of such point in an **Exit Point Registration Notice**.
- 8.1.3 For the purposes of the Code, a **Registered Shipper** :
- a) in respect of a **System Exit Point** (other than in respect of which paragraph (b) applies), is the **Shipper** in whose name the **System Exit Point**; or
 - b) in respect of a Shared **Transmission System Exit Point**, is one of the two or more **Shippers** (each a **Sharing Registered Shipper**) in whose name the Shared **Transmission System Exit Point**,
- is, in each case, registered in the **System Exit Point Register**.
- 8.1.4 The gas withdrawn from the **Transportation System** at a **System Exit Point** will be attributed to the **Registered Shipper** or **Sharing Registered Shippers**; and the **Registered Shipper** or **Sharing Registered Shipper** accepts for the purposes of the Code responsibility for the withdrawal of the gas at the **System Exit Point** by itself or such other person (whether or not authorised by the **Registered Shipper**).

8.2 Exit Point Registration Notice

- 8.2.1 Without prejudice to paragraph 8.2.4, before a **Shipper** withdraws gas from the **Transmission System** at a **Transmission System Exit Point** (irrespective of whether or not such **Shipper** is the first **Shipper** to do so):
- a) the **Shipper** shall submit to the **Transporter** a notice (**Exit Point Registration Notice**) in accordance with paragraph 8.2.2; and
 - b) the **Transporter** shall have notified the **Shipper** that it has accepted the **Exit Point Registration Notice**.
- 8.2.2 An **Exit Point Registration Notice** shall, without prejudice to paragraph 8.2.4, specify in respect of the relevant **System Exit Point**:
- a) the Meter Identification Number for the **Meter Installation**;
 - b) the address at which the **Meter Installation** is located and the location of the **Meter Installation** at the address;
 - c) the identity of the **Shipper** (and the **Shipper ID**) submitting the notice and in the case of a notice submitted under paragraph 8.3.1b), the identity of the **Registered Shipper**, evidence that the **Registered Shipper** is agreeable to the transfer of the

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System Exit Point and the date from which the transfer is to have effect (which shall not be earlier than the date provided for in paragraph 8.3.2b));

- d) the type of **Meter Installation(s)** installed at the **System Exit Point**;
- e) the reason for submitting the notice (in accordance with paragraph 8.3.1);
- f) the date on which gas was, or is proposed to be, first withdrawn by the **Shipper** from the **Transmission System** at the **Transmission System Exit Point**; and
- g) the date on which the connection to the **Transmission System** at the **Transmission System Exit Point** was, or is proposed to be, commissioned.

8.2.3 The **Transporter**:

- a) may reject an **Exit Point Registration Notice** which does not comply with the requirements of paragraph 8.2.2; and
- b) shall notify the **Shipper** whether it has accepted or rejected the notice not later than three (3) **Business Days** following submission of the notice by the **Shipper**.

8.2.4 Where a **Shipper** submits an **Exit Point Registration Notice** for the purposes of paragraph 8.3.1c), the notice shall specify the identity of the **Shipper**, the **Shipper ID**, the Meter Identification Number and the details in respect of which those recorded in the **System Exit Point Register** are no longer accurate.

8.3 Notification

8.3.1 A **Shipper** shall be required to submit an **Exit Point Registration Notice**:

- a) in accordance with paragraph 8.2.1;
- b) where the **Shipper** submitting the notice wishes to replace the existing **Registered Shipper** as such (and the existing **Registered Shipper** is agreeable to the same);
- c) where any of the details in an earlier submitted **Exit Point Registration Notice** (where previously submitted by the **Shipper**) are no longer accurate;
- d) where, in respect of a **Transmission System Exit Point**, it wishes to become a **Sharing Registered Shipper**; and
- e) where it is proposed that the withdrawal of gas at the **System Exit Point** be discontinued.

8.3.2 A **Shipper** shall submit an **Exit Point Registration Notice** to the **Transporter**:

- a) in the case of paragraph a), not later than ten (10) **Business Days** before the first **Day** on which the **Shipper** proposes to withdraw gas at the **System Exit Point**;
- b) in the case of paragraph b), not later than five (5) **Business Days** before the first **Day** on which the **Shipper** proposes to become the **Registered Shipper** in respect of the **System Exit Point**;

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- c) in the case of paragraph c), not later than five (5) **Business Days** before the first **Day** on which the **Shipper** wishes to change the details recorded on the **System Exit Point Register**;
 - d) in the case of paragraph d), not later than five (5) **Business Days** before the first **Day** on which the **Shipper** wishes to withdraw gas at the **Shared Transmission System Exit Point**; and
 - e) in the case of paragraph e), not later than five (5) **Business Days** before the **Day** from which the **Shipper** proposes that the withdrawal of gas at the **System Exit Point** be discontinued.
- 8.3.3 For notices submitted not in accordance with the timelines stated in paragraphs 8.3.2a) to 8.3.2e) and without prejudice to paragraph 8.2.3, the **Transporter** may exercise discretion of approval on a case by case basis.
- 8.3.4 Following submission of an **Exit Point Registration Notice** which is not rejected by the **Transporter**, the **Transporter** shall:
- a) amend the **System Exit Point Register** to reflect the details set out in the **Exit Point Registration Notice**;
 - b) notify the **Shipper** submitting the notice that the **System Exit Point Register** has been amended; and
 - c) in the case of paragraphs b) to e), notify, where applicable, the existing **Registered Shipper** or (as the case may be) existing **Sharing Registered Shippers** that the **System Exit Point Register** has been amended.
- 8.3.5 Where a **Shipper** submits an **Exit Point Registration Notice** which is rejected by the **Transporter**, the **Shipper** may, without prejudice to the **Transporter's** rights under paragraph 8.2.3a), resubmit such notice.

8.4 Data

- 8.4.1 The **Transporter** shall keep all data to be held, or shall procure that all data shall be held, on the **System Exit Point Register** in accordance with this Section for a period of ten (10) years.

ANNEX F

Gas Quality Specification for **Transmission System 1:**

Component/Element	Units	Min	Max
Heating Value	MJ/nm ³	38.1	43.5
WOBBE	MJ/nm ³	50.9	55.10
Relative Density		0.55	0.70
Hydrocarbon Dew-point Temperature @ 6.25 barg	°C		-6.8
Water Content	lb/million SCF	0	7
N ₂	mol%		3
CO ₂	mol%		2
Total Inerts (N ₂ , Ar, CO, CO ₂ , He)	mol%		5
H ₂ S	ppm		4
Total Sulphur	ppm		10
O ₂	mol%		0.1
Spotleak	mg/nm ³	10	25

Gas Quality Specification for **Transmission System 2 and 3:**

Component/Element	Units	Min	Max
Heating Value	MJ/nm ³	33.57	37.9
WOBBE	MJ/nm ³	37.9	50
Relative Density		0.56	0.66
CH ₄	Vol%	82.5	94
CO	Vol%		4
H ₂	Vol%		3
N ₂ +Ar	Vol%		16
C ₂ H ₄ +C ₂ H ₆	Vol%		2

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Sulphur	mg/nm ³	4	9
Spotleak	mg/nm ³	10	25

Section G: EMERGENCIES

1 Introduction

- 1.1. This section sets out the processes whereby an **Emergency** may be identified and the steps that the **Transporter** and **Shippers** may need to undertake to contain that **Emergency**.
- 1.2. An **Emergency** may include:
 - a) the safe conveyance of Gas by the **Transportation System** or any localised part thereof being significantly at risk;
 - b) Gas conveyed by the **Transportation System** being at such a pressure or of such a quality as to constitute, when withdrawn from the **Transportation System** or any localised part thereof, a danger to life, property or the environment;
 - c) an escape or suspected escape of Gas;
 - d) the **Transporter's** ability to maintain safe pressures within the **Transportation System** or any localised part thereof being affected or threatened by an interruption or disruption to the **Transportation System** or a **Connected System**;
 - e) events or circumstances in a **Connected System** (either upstream or downstream of the **Transportation System**);
 - f) an insufficiency of deliveries of Gas to the **Transportation System** (including from any **Connected System**); and/or
 - g) any actual or potential failure of or damage to the **Transportation System** or any localised part thereof.

2 Definitions

- 2.1. **Emergency** means any event or circumstance or combination of events or circumstances which have occurred or may occur and which in the opinion of the **Transporter** adversely affects, or may adversely affect, the safety or operational integrity of the **Transportation System** or any localised part thereof or which results or may result in the safety of life, property or the environment being at risk, a Network **Emergency** and, where the context requires, a reference to an **Emergency** includes the event or circumstance which gives rise to such **Emergency**.
- 2.2. The existence of an **Emergency** shall be determined by the **Transporter**, irrespective of the cause of the **Emergency** and of whether the **Transporter** or any other person may have caused or contributed to the **Emergency**.
- 2.3. An **Emergency** shall continue until such time as the **Transporter** determines that the circumstances referred to in paragraph 1.2 no longer apply, that no further **Emergency Steps** are required and that normal operation of the **Transportation System** and full implementation of this Code may be resumed.

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- 2.4. The **Transporter** shall take such steps as it considers necessary to restore Gas transportation and normal operation of the **Transportation System** as soon as reasonably practicable after an **Emergency**.
- 2.5. The **Transporter** has developed a Gas **Emergency** Plan in conjunction with other **Transporters** in the Republic of South Africa. In the event of any conflict between the Gas **Emergency** Plan and the provisions of this Code the provisions of the Gas **Emergency** Plan shall prevail.

3 *Emergency Response*

3.1 **Emergency Steps**

- 3.1.1 The **Transporter**, to the extent that it considers necessary, may take steps and may require **Shippers** to take steps to avert and/or reduce the likelihood of, or likely scale of, an **Emergency** or to overcome or contain an **Emergency** and/or to avert or reduce the hazard presented by an **Emergency** and/or to restore Gas supply and normal operation of the **Transportation System** (including through the possible sale or purchase of Gas) in the course of and/or following the taking of any such steps (**Emergency Steps**). **Emergency Steps** may include action to be taken or not to be taken as the case may be by the **Transporter** or a **Shipper** (as instructed by the **Transporter**).
- 3.1.2 The **Transporter** and each **Shipper** acknowledge that in an **Emergency** their respective interests shall be subordinated to the need to take **Emergency Steps** in accordance with this Section.
- 3.1.3 In view of the importance of co-ordination of **Emergency Steps**, a **Shipper** shall only take **Emergency Steps** in accordance with this Section and in accordance with an instruction given by the **Transporter**.
- 3.1.4 No **Emergency Steps** taken, by the **Transporter** or any **Shipper** in compliance with any requirements of this Section shall be a breach of any provision of this Code. In particular the **Transporter** shall not be in breach of its obligation to accept Gas tendered for delivery to the **Transportation System** at an **Entry Point** or to make Gas available for withdrawal from the **Transportation System** to the extent that, as a result of any **Emergency Steps** taken, Gas tendered for delivery is not accepted or Gas is not made available for withdrawal.
- 3.1.5 Nothing in this Section shall relieve a **Shipper** from any of its financial obligations arising under this Code.

3.2 **Connected System**

- 3.2.1 The **Transporter** may subject always to the Gas **Emergency** Plan agree with each **Connected System Operator** the **Emergency** procedures to be taken with respect to **Connected Systems**, setting out the steps to be taken in the event of an **Emergency** by the **Connected System Operator**.

3.3 Emergency Preparedness

- 3.3.1 In the event of an **Emergency** and in addition to the measures referenced in this Section, the **Transporter** shall implement, to the extent relevant, its **Transmission System Emergency** procedures and/or **Distribution System Emergency** procedures, and/or Joint Operational Procedure for the control of Emergencies in the Gas **Emergency** Plan.

3.4 Shipper Emergency Contacts

- 3.4.1 Each **Shipper** shall provide to the **Transporter** contact details at which the **Shipper** or its Authorised Representative shall be contactable twenty four (24) hours a **Day** in the event of an **Emergency**. The contact details to be provided shall be a single telephone number (and a back-up single landline telephone number), a single mobile telephone number (and a single back-up mobile telephone number), a single facsimile number (and a single back-up facsimile number), a single email address (and a single back-up email address) and the job title(s) of relevant personnel.
- 3.4.2 The details required under this paragraph 3.4 shall be kept up to date and for these purposes a **Shipper** shall notify the **Transporter** of any change in such details promptly and, in any event, not later than five (5) **Business Days** in advance of effecting such change.
- 3.4.3 If a **Shipper** does not provide the required details or maintain such details up to date, or if the Authorised Representative cannot be contacted at any time at the contact details provided by the **Shipper** in accordance with paragraph 3.4.1, then, without prejudice to any other rights which the **Transporter** has under this Code, the **Transporter** may (notwithstanding that an **Emergency** does not then exist) suspend (in whole or in part) the **Shipper's** rights under this Code by notice to the **Shipper** in accordance with Section I: Section I: COMMUNICATIONS AND IT until such time as the **Transporter** confirms that the **Shipper** has complied with its obligations under this paragraph 3.4. In such circumstances, the **Transporter** shall not be liable to any such **Shipper** for any costs, losses or expenses incurred in connection with any such suspension of rights and the **Shipper** shall indemnify the **Transporter** in respect of any such costs, losses or expenses incurred in respect of any such suspension of rights and the **Shipper** shall indemnify the **Transporter** in respect of any actions, costs or claims arising as a result thereof.

3.5 Emergency Contacts at Large Customer Sites

- 3.5.1 Each **Shipper** shall provide to the **Transporter**, in respect of any **Transmission System Exit Point** serving a single End Consumer with annual consumption in excess of two million five hundred thousand (2 500 000) GJ of gas or a Reticulator with annual consumption in excess of two million five hundred thousand (2 500 000) GJ of gas (a **Large Customer Site**) at which the **Shipper** is the **Registered Shipper**, contact details in a form specified by the **Transporter**, where such information is not provided to the **Transporter** pursuant to an End User Agreement. Each **Shipper** shall advise the **Transporter** of any changes in their contact details.
- 3.5.2 The details required under this paragraph 3.5 shall be provided by a **Shipper** at the time at which the **Shipper** becomes the **Registered Shipper** at the **Large Customer Site** and

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shall at all times be maintained up to date. For these purposes, a **Shipper** shall require the End User to notify the **Shipper** of any change in details in advance of any such change and the **Shipper** shall notify the **Transporter** of any change in such details promptly and, in any event, not later than five (5) **Business Days** in advance of effecting such change.

- 3.5.3 If a **Shipper** does not in accordance with paragraph 3.5.1 and/or paragraph 3.5.2 provide the required contact details or maintain such details up to date or if the End User's Authorised Representative at or in respect of an **Exit Point** cannot be contacted at any time at the contact details provided by the **Shipper** in accordance with paragraph 3.5.1, or provided pursuant to any applicable End User Agreement then, without prejudice to any other rights which the **Transporter** has under this Code, the **Transporter** may (notwithstanding that an **Emergency** does not then exist) suspend (in whole or in part) the **Shipper's** rights under this Code in respect of the relevant **Exit Point** by notice to the **Shipper** in accordance with Section I: COMMUNICATIONS AND IT until such time as the **Transporter** confirms that the **Shipper** has complied with its obligations under this paragraph 3.5. In such circumstances, the **Transporter** shall not be liable to any such **Shipper** for any costs, losses or expenses incurred in connection with any such suspension of rights in respect of the relevant **Exit Point** and the **Shipper** shall indemnify the **Transporter** in respect of any such costs, losses or expenses incurred in respect of any such suspension of rights and the **Shipper** shall indemnify the **Transporter** in respect of any actions, costs or claims arising as a result thereof.

3.6 Occurrence of an Emergency

- 3.6.1 Where an **Emergency** arises, the **Transporter** shall inform all **Shippers** of the commencement and (so far as practicable) the nature, extent and expected duration of the **Emergency** by such means as is reasonably available to the **Transporter** at the time. The **Transporter** shall (so far as practicable) thereafter keep the **Shippers** informed of any material changes and developments in respect of the **Emergency** and shall notify the **Shippers** as soon as reasonably practicable of the time at which the **Transporter** considers the **Emergency** has ceased.
- 3.6.2 During an **Emergency** each **Shipper** shall:
- a) comply with the **Emergency Steps** as instructed by the **Transporter** and co-operate with the **Transporter** to the extent possible so as to enable the **Transporter** to take **Emergency Steps**;
 - b) procure compliance by the End User or Third **Party Shipper** with any such **Emergency Steps** instructed by the **Transporter** to the **Shipper** save to the extent that there is any conflict between such **Emergency Steps** and the obligation of the End User to the **Transporter** pursuant to this Code or any applicable End User Agreements;
 - c) notify the **Transporter** of all actions taken by the **Shipper** and the End User to comply with the **Emergency Steps**; and

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d) comply with directions issued by the **Transporter** to bring an **Emergency** to an end or to prevent an **Emergency** (as the case may be).

3.6.3 In addition to the right of the **Transporter** to require a **Shipper** to take **Emergency Steps** pursuant to this Section and the **Shipper's** obligations pursuant to paragraph 3.6.2, the **Transporter** shall at all times during an **Emergency** retain the absolute right to impose upon any **Shipper** by way of notice to such **Shipper** any obligation and/or responsibility that it considers may be reasonable or necessary to resolve and/or to mitigate the impact of such **Emergency** and each **Shipper** shall comply with any such obligation and/or responsibility upon receipt of such notice from the **Transporter**.

3.6.4 The provisions of this section 3.6 are subject to and without prejudice to the Gas **Emergency Plan**.

3.7 Entry Point Control and Connected System Exit Point Control

3.7.1 Without prejudice to the obligations set out in paragraph 3.6.2, where **Emergency Steps** include increasing or decreasing the delivery and/or rate of flow of Gas to or from an **Entry Point** and/or a **Connected System Exit Point** the **Transporter** may issue appropriate instructions in respect of such increase or decrease to the **Shippers** utilising such **Entry Point** or **Connected System Exit Point**, who in turn will exercise their **Nomination** rights under their respective agreements with their Gas suppliers or under their agreements with those parties with whom they have contracted to deliver Gas at the **Connected System Exit Point** as necessary and/or as requested by the **Transporter** to the extent practical but at all times using all reasonable endeavours.

3.8 Exit Point Control

3.8.1 Where **Emergency Steps** include the reduction or discontinuance of withdrawal of Gas at any **Exit Point(s)** on the **Transportation System** (or any localised part thereof), the **Transporter** shall, where practicable, first seek voluntary reductions of withdrawal by **Shippers** and if the **Transporter** cannot achieve the requisite reduction of withdrawal voluntarily in a timely manner, the **Transporter** may require a **Shipper** or **Shippers** to reduce demand for Gas on the **Transportation System** (or any localised part thereof) (so far as the **Transporter** considers practicable and necessary). The **Transporter** shall subject to the provisions of the Gas **Emergency Plan** identify those **Exit Points** or classes of **Exit Point** in respect of which it requires a reduction in withdrawal.

3.8.2 In so reducing demand at **Large Customer Sites** in accordance with paragraph 3.8.1 the **Transporter** will give due consideration, upon notice from a **Shipper** and in a timely fashion and where practicable so as to enable End Users to discontinue withdrawal in such a manner as to protect so far as possible essential or major capital items of plant, or to allow the End User to change to alternative fuels (where practicable).

3.8.3 Where, pursuant to an **Emergency**, the **Transporter** instructs a **Shipper** to give any notification or communication to an End User or supplier, the **Shipper** shall comply with such instruction and procure that the End User or supplier complies with such instruction save to the extent that there is any conflict between a notification or communication to

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the End User or supplier which the **Shipper** issues on the instruction of the **Transporter** and the obligation of the End User or supplier to the **Transporter** pursuant to this Code or any applicable End User Agreement.

- 3.8.4 Without prejudice to the **Transporter's** ability to take any **Emergency Steps** and any other rights which the **Transporter** may have under this Code, the **Transporter** may disconnect any **Exit Point** at which a **Registered Shipper** and/or the End User do not comply with any instruction given under this Section.
- 3.8.5 The order in which, following an **Emergency**, withdrawal of Gas at **Exit Points** is restored shall (so far as is practicable) be the inverse of that under paragraph 3.8.1.
- 3.8.6 The **Transporter** shall not unduly discriminate between **Exit Points** in reducing demand on the **Transportation System**.

3.9 Consequences of Emergency

- 3.9.1 In the event of an **Emergency**, the **Transporter** may suspend any of the provisions of this Code (save for the financial obligations of a **Shipper** under this Code) with respect to any **Shipper**.
- 3.9.2 The **Transporter** and each **Shipper** acknowledge that during an **Emergency** it may be necessary for each of them to divert resources from other activities which may potentially result in a temporary impairment of their respective abilities subsequently to perform their respective obligations (other than any financial obligations) pursuant to this Code and acknowledge that any such impairment resulting from such diversion of resources shall not constitute a breach of this Code, but may constitute Force Majeure pursuant to the **Transportation Contract** entered into between the Parties.

3.10 Costs

- 3.10.1 The **Transporter** shall not be liable for any costs incurred by a **Shipper** which arise out of an **Emergency** or as a result of taking any **Emergency Steps** or any other steps imposed by the **Transporter** in accordance with paragraph 3.6.3
- 3.10.2 Each **Shipper** shall be liable for its own costs incurred in respect of an **Emergency** save, however, that if the withdrawal of Gas by a **Shipper (First Shipper)** is reduced pursuant to paragraph 3.8 with the effect that the **First Shipper's** Gas is withdrawn by another **Shipper (Benefiting Shipper)**, the **Benefiting Shipper** shall pay the Weighted average Cost of Gas as displayed on the previous **Month's** customer's **Invoices** for that quantity of the **First Shipper's** Gas withdrawn by such **Benefiting Shipper** to the **Transporter** on behalf of the **First Shipper** and the **Transporter** shall pay such sums so received to the **First Shipper**.

3.11 Emergency Report

- 3.11.1 The **Transporter** shall, following each **Emergency** prepare a report (**Emergency Report**) in respect of such **Emergency** and shall provide a copy of such **Emergency Report** to NERSA detailing:

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- a) the cause of the **Emergency**; and
- b) where relevant, the remedial actions that needed to be taken to address the **Emergency**.

Section H: METERING

1 Introduction

1.1. This Section contains provisions:

- a) relating to the metering of gas injected into the **Transmission System** at a **Transmission System Entry Point**;
- b) relating to the metering of gas at a **Transmission/Distribution Point**;
- c) relating to the metering of the withdrawal of gas from the **Transportation System** at **System Exit Points**;
- d) in respect of the ownership, installation and **Maintenance of Meter Installations**; and
- e) relating to the use of and ownership of **Metering Data**.

2 General

2.1 Definitions

2.1.1 For the purposes of this Code:

- a) a **Balancing Period Meter** or **BPM** is either a BPRM or a BPCM;
- b) a **Balancing Period Read Meter** or BPRM is a meter which enables the **Transporter** to obtain readings remotely of the quantity of gas flowing through such meter in respect of each **Balancing Period** via the Automated **Meter Reading** system;
- c) **Balancing Period Capable Meter** or BPCM is a meter at which:
 - i) **Metering Data** is recorded in the **Meter Installation** for each **Balancing Period**; and
 - ii) **Metering Data** is available to the **Transporter** via a Manual Download;
- d) the **Metering Specification** is the **Code Subsidiary Document** of that name to be prepared by the **Transporter**;
- e) **Metering Data** comprises **Meter Readings** and additional information downloadable from the meter;
- f) a **Meter Installation** is a meter and associated equipment including associated pipework, filters, valves, seals, regulators, housings, mountings and telemetry equipment;
- g) the **Meter Owner** is the person who owns the **Meter Installation** as specified in the **Metering Specification**;
- h) a **Meter Reading** is the compensated volume recorded by the meter;

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- i) **Valid Meter Reading** is a **Meter Reading** which has been subject to **Validation** and not rejected in accordance with paragraph 2.2; and
- j) **Validation Rules** are the rules and procedures as set out in the **Metering Specification**.

2.2 Validation

- 2.2.1 **Meter Readings** will be subject to **Validation**.
- 2.2.2 **Validation** means the testing of the validity of a **Meter Reading** in accordance with the **Validation Rules**.

2.3 Interpretation of Standards

- 2.3.1 The **Transporter** shall be responsible for the interpretation of standards, guidelines and specifications used in the design, installation, operation and **Maintenance** of the **Meter Installation**.

3 *Installation and Maintenance*

3.1 Responsibilities

- 3.1.1 The **Transporter** shall secure or, where relevant, procure that an **Upstream Facility Operator** secures, (in accordance with the **Metering Specification**) at:

- a) each **Transmission System Entry Point**; and
- b) each **Transmission/Distribution Point**.

that there is installed, operated and maintained in proper working order and to the standards set out in the **Metering Specification**, a BPRM **Meter Installation** for the purposes of registering the quantity of gas injected into the **Transmission System** at a **Transmission System Entry Point** or withdrawn from the **Transmission System** and flowing into the **Distribution System** at a **Transmission/Distribution Point**.

- 3.1.2 The **Transporter** shall secure that (in accordance with the **Metering Specification**) at each **Transmission System Exit Point** there is installed, operated and maintained in proper working order and to the standards set out in the **Metering Specification** a **Meter Installation** for the purposes of registering the quantity of gas withdrawn at such **Transmission System Exit Point**.
- 3.1.3 In complying with its obligations under paragraphs 3.1.1 and 3.1.2 the **Transporter** and **Shippers** will secure that the **Meter Installation** installed is of the type and standard and complies with the specification as to accuracy as set out in the **Metering Specification**.
- 3.1.4 In respect of a **Meter Installation** it shall be the responsibility of the person identified in paragraphs 3.1.1 or 3.1.2:
 - a) to secure the proper **Maintenance** and repair of the **Meter Installation**;

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- b) to secure that the **Meter Installation** is housed in a suitable housing at the relevant System Point; and
- c) that to the extent necessary, there exists and is maintained a supply of electricity to the **Meter Installation** and that there exists adequate drainage at the relevant System Point.

4 *Meter Reading*

4.1 **Responsibilities**

- 4.1.1 The requirements for obtaining **Meter Readings** from **BPM Meter Installations** are set out in this paragraph 4.
- 4.1.2 The **Transporter** will be responsible for obtaining **Meter Readings** In respect of a **Meter Installation** located at a **Transmission System Entry Point**, a **Transmission/Distribution Point**, and a **Transmission System Exit Point**.
- 4.1.3 The **Transporter** will calculate the **Metered Injection Quantity** and **Metered Offtake Quantity** in accordance with paragraph 6.
- 4.1.4 For each **Meter Installation** referred to in paragraph 4.1.2 the **Transporter** shall submit any Valid Reads to the **Registered Shipper** on the next **Business Day** following the **Day** on which they are obtained.

4.2 **Absence of Valid Reads**

- 4.2.1 In the absence of **Valid Meter Reading(s)** from a **Metering Installation** in respect of a **Balancing Period**, the **Transporter** may determine the quantity of Gas flowing through such **Metering Installation**, an **Estimated Meter Reading** by either:
 - a) using appropriate Gas engineering technology; or
 - b) estimating based on quantities flowed in previous **Balancing Periods**; or
 - c) by using alternative **Meter Readings** provided by the Customer or **Shipper**.

5 *Metering Data*

5.1 **Meter Data Register**

- 5.1.1 The **Transporter** shall establish and maintain a register (**Meter Data Register**) of all **Metering Data**.
- 5.1.2 The **Transporter** shall store all data to be held on the **Meter Data Register** in normally accessible form for sixteen (16) **Months** from the date to which it relates and shall archive such data for a further period of eighty-four (84) **Months** thereafter.

6 *Metered Quantities*

6.1 Metered Injection Quantity

6.1.1 For the purposes of the Code, and in particular Section E: ALLOCATION, and in respect of a **Balancing Period**, the **Metered Injection Quantity** in respect of a **Transmission System Entry Point** shall be:

- a) where the **Transporter** is in possession of a **Valid Meter Reading** for the **Transmission System Entry Point** for the **Balancing Period**, the quantity determined by reference to the **Valid Meter Reading**; and
- b) where the **Transporter** is not in possession of a **Valid Meter Reading** for the **Transmission System Entry Point** for the **Balancing Period**, the **Estimated Meter Reading**.

6.2 Metered Offtake Quantity

6.2.1 For the purposes of the Code, and in particular Section E: ALLOCATION, and in respect of a **Balancing Period**, the **Metered Offtake Quantity** in respect of a **System Exit Point** shall be:

- a) where the **Transporter** is in possession of a **Valid Meter Reading** for the **System Exit Point** for the **Balancing Period**, the quantity determined by reference to the **Valid Meter Reading**; and
- b) where the **Transporter** is not in possession of a **Valid Meter Reading** for the **System Exit Point** for the **Balancing Period**, the **Estimated Meter Reading**.

6.2.2 For the purposes of the Code, and in particular Section E: ALLOCATION, and in respect of a **Balancing Period**, the **Metered Offtake Quantity** in respect of a **Transmission/Distribution Point** shall be:

- a) where the **Transporter** is in possession of a **Valid Meter Reading** for the **Transmission/Distribution Point** for the **Balancing Period**, the quantity determined by reference to the **Valid Meter Reading**; and
- b) where the **Transporter** is not in possession of a **Valid Meter Reading** for the **Transmission/Distribution Point** for the **Balancing Period**, the **Estimated Meter Reading**.

6.3 Energy Conversion

6.3.1 Where for the purposes of the Code (and in particular in respect of Section E: ALLOCATION and Section J: GENERAL) the **Transporter** is required to calculate the quantity of gas withdrawn at a **System Exit Point** in a **Balancing Period** in GJ by reference to a **Valid Meter Reading** expressed in nm^3 , the **Transporter** shall undertake the conversion (from nm^3 to GJ) by multiplying the aggregate volume measured by the **Measurement Equipment** multiplied by the Heating Value.

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- 6.3.2 The Heating Value (expressed in GJ/nm^3) to be used for the energy conversion calculation in paragraph 6.3.1 shall be the **Transmission System** Wide Heating Value calculated by the **Transporter** in the manner prescribed in paragraph 6.3.3.
- 6.3.3 The calculation of the **Transmission System** Wide Heating Value for **Transmission System 1**, **Transmission System 2** and **Transmission System 3** shall be calculated as the **Monthly** arithmetic average of the Heating Values determined at the **Entry Point** to the relevant **Transmission System**.

Section I: COMMUNICATIONS AND IT

1 *Introduction*

1.1. This Section outlines the arrangements for communications under the Code.

2 *General*

2.1 **Definitions**

2.1.1 For the purposes of this Section:

- a) **Code Communication** means any communication (including any notification, application, request, approval, acceptance, rejection, report or other data submission or data transfer) to be sent and received under the Code, and includes (where the context admits) the data flow and content comprised in such communication;
- b) **Communications Medium** means a particular method of transmitting **Code Communications**, including facsimile, e-mail, telephone or other electronic communications system;
- c) a **Data Catalogue** is a document (or combination of documents) of that title, as established or adopted and from time to time **Modified** in accordance with the Code, containing a catalogue of certain **Code Communications**, specifying for each such **Code Communication**:
 - i) the definition of the data items comprised in the **Code Communication**;
 - ii) the format of the **Code Communication**;
 - iii) in certain cases, the **Communications Medium** or alternative **Communications Medium** by which such **Code Communication** may be sent;
 - iv) any other requirements as to the form of the **Code Communication**.

2.1.2 **Data Catalogues are Code Subsidiary Documents.**

2.2 **Communications**

2.2.1 Subject to any other specific provision of the Code, and subject to paragraph 2.2.2, the arrangements and requirements (including terms as to when the sending or receipt of a **Code Communication** is effective) which apply in relation to the various kinds of **Code Communications** are to be made in accordance with the termination / default and invoicing provisions of the Gas Supply Agreement in place between the parties.

2.2.2 A **Code Communication** may only be made by being posted on the **Transporter's Website** where the Code expressly so provides.

2.3 Data Catalogue

- 2.3.1 Any **Code Communication** which is specified in a **Data Catalogue** shall be sent and received in the form and format and using the **Communications Medium** (where specified) and otherwise in accordance with the requirements set out in that **Data Catalogue** (or where the **Data Catalogue** provides options, in accordance with one of the options).

3 Scope and Interpretation

3.1 Application of further provisions of this Section

- 3.1.1 The further provisions of this Section apply in relation to **Code Communications** to be made between the **Transporter** and **Shippers**.
- 3.1.2 This Section shall also apply in relation to each **Shipper's Shipper Agents**, and each **Shipper** shall be responsible for ensuring that its **Shipper Agents** send and receive **Code Communications** in accordance with and otherwise comply with the requirements of this Section; and accordingly, where the context admits, a reference in this Section to a **Shipper** includes its **Shipper Agents**.

3.2 Interpretation

- 3.2.1 For the purposes of this Section:
- a) a **Communication Requirements Document** is a document or documents of that title, as established or adopted and from time to time **Modified** in accordance with the Code, containing detailed requirements for sending and receiving **Code Communications** between **Shippers** and the **Transporter** using one or more than one **Communications Medium(s)**;
 - b) **Time Standard** means any time standard specified (in relation to a **Communications Medium**) in the relevant **Communication Requirements Document**.

3.3 Communication Requirements Document

- 3.3.1 Each **Communication Requirements Document** sets out, in relation to the **Transporter** and each **Communications Medium** to which it relates:
- a) a description and specification of the **Communications Medium**;
 - b) requirements (if any) as to the system(s) which are required by a **Shipper** in order to send and receive **Code Communications** using that **Communications Medium**;
 - c) any security requirements (as further described in paragraph 4.1) applying in respect of the use of the **Communications Medium** by a **Shipper**;
 - d) any further terms applying to the use of such **Communications Medium** by a **Shipper**; and

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- e) the basis on which (as further described in paragraph 5.2) it will be determined whether and when **Code Communications** sent using such **Communications Medium** are deemed to have been received;
- 3.3.2 A **Communication Requirements Document** may specify any of the foregoing by reference to another **Code Subsidiary Document**.
- 3.3.3 **Communication Requirements Documents** are **Code Subsidiary Documents**.

4 *Shippers' Obligations*

4.1 Security

- 4.1.1 A **Communication Requirements Document** may specify, in relation to any particular **Code Communication** or in relation to the use of the relevant **Communications Medium**, requirements as to security of the **Code Communication** and/or **Communications Medium**, including by reference to any one or more of:
- a) passwords and security keys;
 - b) firewalls at relevant gateways from and to which **Code Communications** will be sent and at which **Code Communications** may be received;
 - c) other encryption methods as may be specified in the **Communication Requirements Document**.
- 4.1.2 Each **Shipper** shall, but without prejudice to paragraph 5.1.3, take all reasonable steps to prevent unauthorised access to a **Code Communication** or **Communications Medium** and shall exercise care in the use of passwords and security keys in particular, to prevent unauthorised use of them.
- 4.1.3 If a **Shipper** becomes aware of a breach of security in relation to a **Code Communication** or **Communications Medium**, it shall promptly take such steps as may be required under the **Communication Requirements Document** in relation thereto, including notifying the **Transporter**.

5 *Communications Rules*

5.1 Form and effect of Communications

- 5.1.1 **Shippers** shall send **Code Communications** using the applicable **Communications Medium** and in the format and in accordance with all other applicable requirements set out in the applicable **Communication Requirements Document**.
- 5.1.2 For the purposes of the Code a **Code Communication** made by a **Communications Medium** and otherwise in accordance with the requirements specified in or pursuant to this Section shall be a valid and effective **Code Communication**; and the **Shippers** hereby confirm that they intend such **Code Communications** to have legal effect for the purposes of the Code.

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- 5.1.3 It shall be assumed that any person where paragraph 4.1 applies, using the relevant identification, password, security key or authorisation or otherwise appearing to comply with the applicable security measures, for the purposes of sending or receiving any **Code Communication**, is authorised to send and receive **Code Communications** in the name of and on behalf of the **Shipper**; and any **Code Communication** so sent or received shall be considered to have been sent or received by that **Shipper**
- 5.1.4 A **Shipper** may not send and shall not be entitled to receive a **Code Communication** by a means other than one required or permitted under this Section, and must otherwise comply with the applicable requirements of this Section in order to send **Code Communications**; and it is acknowledged that:
- a) where a **Shipper** does not comply with such requirements:
 - i) the **Shipper** may be unable to send **Code Communications**;
 - ii) a **Code Communication** sent to the **Shipper** in accordance with the requirements of paragraph 5.2.2 shall be properly sent and treated as received, notwithstanding that the **Shipper** may be unable to receive or access that **Code Communication**;
 - b) where the **Shipper** attempts to send a **Code Communication** other than in accordance with such requirements, the Communication shall be treated as not having been sent and shall be of no effect.

5.2 Effective receipt of Communications

- 5.2.1 The **Communication Requirements Document** will specify, for the relevant **Communications Medium**, and for all or particular **Code Communications**, the basis on which and time with effect from which a **Code Communication** is treated as received for the purposes of the Code.
- 5.2.2 It is agreed and acknowledged that (subject to paragraph 5.1.4a)ii):
- a) **Code Communications** will be treated for the purposes of the Code as received (and as effective) by reference to and in accordance with the relevant arrangements and requirements specified in the **Communication Requirements Document**, and will not be treated as received other than in accordance with such arrangements and requirements; and
 - b) where and to the extent that the **Communication Requirements Document** so specifies (and provides for arrangements and requirements which include a **Time Standard** for this purpose), the time with effect from which a **Code Communications** will be treated for the purposes of the Code as received will be the time determined in accordance with such arrangements and requirements and the **Time Standard** therein.

5.3 Other obligations

- 5.3.1 Each **Shipper** shall use reasonable endeavours to ensure that its use of any **Communications Medium** does not disrupt the use by other **Shippers** of that or other **Communications Mediums**.
- 5.3.2 **Shippers** shall not send **Code Communications** containing content which is illegal, immoral, pornographic, inciteful, defamatory or contrary in any way to applicable laws, practises and regulations.
- 5.3.3 Any Notice that shall be in writing shall be addressed to the recipient **Shipper** at the recipient **Shipper's** address or facsimile number referred to in paragraph 5.3.4, and marked for the attention of the representative (identified by name or title) referred to in that paragraph, or to such other address or facsimile number and/or marked for such other attention as the recipient **Shipper** may from time to time specify by Notice in accordance with this paragraph 5.3 to the **Shipper** giving the notice.
- 5.3.4 The initial address or facsimile number of a **Shipper**, and representative for whose attention Notices are to be marked, shall be as specified by a **Shipper** pursuant to paragraph Section J: 2.1 or by the **Transporter** pursuant to paragraph Section J: 2.2.
- 5.3.5 For the purposes of enabling **Code Communications** to be given (where required or permitted to be so given) by telephone:
- a) the **Transporter** shall provide to each **Shipper** and each **Shipper** shall provide to the **Transporter** not more than four (4) telephone numbers (or such other number as they may agree) and details (by name or title) of the representative to whom the **Party** giving such a communication should speak;
 - b) each **Party** shall use reasonable endeavours to ensure that a **Party** seeking to give such communication will at any time be able to contact a representative (of the first **Party**) by means of one of such telephone numbers; and
 - c) the **Transporter** and each **Shipper** shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:
 - i) that a **Code Communication** being given by telephone may be identified by the recipient as such; and/or
 - ii) that such communications may be given securely, without delay and effectively.
- 5.3.6 Where a **Party** seeking to give a **Code Communication** by telephone is unable to contact a representative of the receiving **Party**, such **Party** must give the communication by facsimile and the communication will not be deemed to have been given except where a successful transmission receipt has been retained.
- 5.3.7 Unless otherwise agreed between the relevant Parties a telephone notice may not be given as a message recorded on a telephone answering device.

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5.3.8 Where a **Code Communication** is given by telephone:

- a) the **Transporter** will promptly after the telephone communication is completed make and keep a record in which the time and content of the telephone notice is logged, but may do so by recording the telephone communication where it has notified the **Shipper** (on the occasion or on a standing basis) of its intention to do so; and
- b) the **Code Communication** shall be treated as given at the time at which the telephone communication is completed.

5.3.9 A **Party** may specify different telephone numbers and representatives pursuant to paragraph 5.3.5 for the purposes of receiving by telephone **Code Communications** of different kinds or relating to different matters.

Section J: GENERAL

1 *Introduction*

- 1.1. The Code and **Framework Agreement** operate as a binding contract between the **Transporter** and each **Shipper**. For the avoidance of doubt, each such contract comprising the Code and **Framework Agreement** between the **Transporter** and a **Shipper** shall constitute a distinct and separate contract (each such contract a **Transportation Contract**). Save for the **Transporter** and the **Shipper** who are parties to a specific **Transportation Contract**, no other person or entity (including a **Shipper** who is a **Party** to another **Transportation Contract**) shall have any right under the Contracts (Rights of Third Parties) Act 1999 (GB) to enforce any term of such **Transportation Contract**, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Nothing in this paragraph shall affect the rights of any permitted assignee or transferee.
- 1.2. In this Section, **Party** means in the context of a **Transportation Contract**, the **Transporter** or the **Shipper** who is **Party** to such **Transportation Contract**.

2 *Accession*

2.1 **Applicant Shipper**

- 2.1.1 In order to become a **Shipper**, a **Shipper** (the **Applicant Shipper**) must satisfy each of the following requirements:
- a) the **Applicant Shipper** shall have applied to the **Transporter**, in such form as the **Transporter** may from time to time prescribe, giving the following details:
 - i) the name of the **Applicant Shipper**;
 - ii) the legal nature of the **Applicant Shipper**, and where the **Applicant Shipper** is not a company incorporated under the Companies Act, No. 71 of 2008, such further information concerning the constitution of the **Applicant Shipper** as the **Transporter** may reasonably require; and
 - iii) the postal address, telephone and facsimile numbers and email address of the **Applicant Shipper** and the individual for whose attention notice is to be marked, for the purposes of notice under paragraph 8;
 - b) the **Applicant Shipper** shall be:
 - i) the holder of a Trader's Licence; or
 - ii) an Eligible Customer.
 - c) the **Applicant Shipper** shall have secured compliance with those requirements of Section I: COMMUNICATIONS AND IT which are required to be complied with before a **Shipper** is able to send and receive **Code Communications**;

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- d) the **Applicant Shipper** shall have provided their **Emergency** contact details required under Section G: EMERGENCIES;
- e) the **Applicant Shipper** shall have obtained from the **Transporter** one or more copies of the Code and such other documents referred to in the Code as the **Transporter** shall from time to time prescribe for the purposes of this paragraph (e);
- f) the **Applicant Shipper** shall have paid to the **Transporter** all prescribed application processing and other administrative fees as may be approved by **NERSA**; and
- g) the **Applicant Shipper** shall have executed a **Framework Agreement** agreeing to be bound by this Code.

2.2 Admission of Shipper

- 2.2.1 The **Applicant Shipper** will become a **Shipper** with effect from the **Day** which is the **Transporter** countersigns the **Framework Agreement** provided by the **Applicant Shipper** at paragraph 2.1.1g) (**Shipper Accession Date**).
- 2.2.2 Upon satisfaction of the last of the requirements under paragraph 2.1.1, the **Transporter** will:
 - a) notify the **Applicant Shipper** of the **Transporter's** notice details for the purposes of Section I: 5.3.4;
 - b) provide the **Approved Transmission tariff** as published by **NERSA** to the Applicant Shipper;
 - c) and publish:
 - i) the **Shipper Accession Date** for such **Applicant Shipper**; and
 - ii) the name of the **Applicant Shipper** and its notice details provided under paragraph 2.1.1a)iii).
- 2.2.3 Prior to the **Shipper Accession Date**, notwithstanding that a **Shipper** is a **Party** to a **Transportation Contract**, such **Shipper** shall have no rights under such **Transportation Contract** or the provisions of this Code to apply or hold any **Capacity** Rights or to have gas conveyed on behalf of such **Shipper** and the **Transporter** shall have no obligations or liabilities to such **Shipper** in relation to the same and, in particular, the **Transporter** shall be under no obligation to grant any **Capacity** Rights to or to convey any gas on behalf of such Relevant Gas **Shipper**.

3 Credit

3.1 Introduction

- 3.1.1 The **Transporter** may mitigate the risk of non-payment by a **Shipper** of its Transmission Charges by requiring such **Shipper** to provide security as specified in paragraph 3.3.

3.2 Definitions

3.2.1 For the purposes of this Code the following definitions shall have the following meanings:

- a) **Average Monthly Transmission Charges Indebtedness** is a **Shipper's Average Monthly Transmission Charges Indebtedness** as determined by the **Transporter** from time to time with reference to historical information and the prevailing Transmission Charges specified in Section B: CAPACITY.

3.2.2 For the purposes of this paragraph, a **Shipper's** liability for Transmission Charges in respect of a **Balancing Period** shall be deemed as accruing on the **Day** following the **Day** on which the **Balancing Period** falls.

- a) **Transmission Charges Indebtedness** is:
 - i) the aggregate amount for which a **Shipper** is at any time liable to the **Transporter** pursuant to the Code, determined on the basis of amounts accrued and irrespective of whether such amounts have been **Invoiced** under the **Transportation Contract** in place between the parties or (where **Invoiced**) have become due for payment; less
 - ii) any amount which has been paid to the **Transporter** by the **Shipper** by way of prepayment, on the basis that the **Transporter** may apply such amount without the **Shipper's** consent in or towards payment of amounts referred to in paragraph 3.2.1a)i) and which has not yet been so applied.
- b) **Transmission Credit Limit** is, in respect of a **Shipper**;
 - i) an amount equal to the aggregate value of all security provided by the **Shipper** pursuant to paragraph 3.3 to secure payment of its **Transmission Charges Indebtedness**; less
 - ii) the value of any security which may have been realised or applied by the **Transporter** in settlement of any outstanding **Transmission Charges Indebtedness** pursuant to paragraph 3.5.

3.3 Security for Transmission Charges Indebtedness

3.3.1 The **Transporter** may mitigate the risk of non-payment by a **Shipper** of its **Transmission Charges Indebtedness** by requiring such **Shipper** to provide security in such amount equal to two point five (2.5) times its **Average Monthly Transmission Charges Indebtedness** and in the form of:

- a) cash deposits;
- b) An irrevocable and unconditional guarantee by a Third **Party** (a **Guarantor**) in respect of which the **Transporter** acting reasonably, is satisfied that the **Guarantor** will be able to meet its obligations in terms of the guarantee for as long as the relevant guarantee is in force (the **Long-term Creditworthiness**) having regard to:

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- i) the **Average Monthly Transmission Charges Indebtedness**;
 - ii) the annual audited financial statements of such **Guarantor**; and
 - iii) such other matters as may from time to time be reasonably relevant to the determination of the **Long-term Creditworthiness** of such **Guarantor** and which are not included in the aforesaid financial statements, provided that any such guarantee shall only cease to constitute a **Shipper Security** following the expiry of ten (10) **Business Days**' notice by the **Transporter** to the **Shipper** that the **Transporter** has ceased to be so satisfied with such **Long-term Creditworthiness**;
 - c) an irrevocable stand-by letter of credit issued and confirmed by a Triple A Rated Bank;
 - d) an irrevocable stand-by letter of credit issued and confirmed by a multi-lateral institution satisfactory to the **Transporter** in its sole discretion; or
 - e) any combination of the above.
- 3.3.2 If a **Shipper** provides security in the form of a cash deposit for its **Transmission Charges Indebtedness**, the **Transporter** shall not be required to pay interest on such deposit.
- 3.3.3 The initial amount of security required from a **Shipper** to secure payment of its Transportation Credit Code Indebtedness shall be:
- a) notified by the **Transporter** to the **Shipper** prior to the **Shipper Accession Date**; and
 - b) deposited with the **Transporter** or otherwise provided by the **Shipper** prior to the **Shipper Accession Date**.
- 3.3.4 The **Transporter** may review a **Shipper's Average Monthly Transmission Charges Indebtedness** as frequently as the **Transporter** wishes or at the written request of the **Shipper**.
- 3.3.5 If, as a result of a review by the **Transporter** made pursuant to paragraph 3.3.4, a **Shipper's Average Monthly Transmission Charges Indebtedness** is determined to have increased by more than ten percent (10%), the **Transporter** shall so notify and require the **Shipper** to provide within ten (10) **Business Days** additional security to reflect such increase.

3.4 Transmission Credit Limit and Transmission Charges Indebtedness

- 3.4.1 Where a **Shipper** has submitted an **Invoice Dispute** in accordance with the **Transportation Contract** in place between the parties in respect of any **Invoice**, the **Transporter** will review and give due consideration to such **Invoice Dispute** before taking the steps set out in 3.4.2.
- 3.4.2 Where and for so long as the **Transmission Charges Indebtedness** of a **Shipper** for the time being reaches or exceeds the **Shipper's Transmission Credit Limit**, the **Transporter** shall be entitled to reject or refuse to accept **Nominations** under Section C: NOMINATIONS, other than a **Renomination** until such time as the **Shipper's Transmission**

Charges Indebtedness is reduced to less than fifty percent (50%) of its **Transmission Credit Limit**.

3.5 Security Enforcement and Top-up

- 3.5.1 The **Transporter** shall, on the **Business Day** following a default in payment by a **Shipper** of its **Transmission Charges Indebtedness** by the relevant **Invoice Due Date**, notify the **Shipper** that payment was not received. If the amount owing remains unpaid by the **Shipper** five (5) **Business Days** after the date of such notice, the **Transporter** may realise or apply any security provided by the **Shipper** under paragraph 3.3 in settlement of the outstanding **Transmission Charges Indebtedness** to which the notice relates, including any late payment interest calculated in accordance with paragraph 3.3.
- 3.5.2 Following any realisation or application of a **Shipper's** security under paragraph 3.5.1, the **Transporter** shall notify the **Shipper** of the amount of security realised or applied, and the **Shipper** shall replace such security with new or additional security of equal value and in a form described in paragraph 3.3.1 within five (5) **Business Days** of such notice.
- 3.5.3 For the avoidance of doubt and for the purposes of paragraph 3.4, a **Shipper's** **Transmission Credit Limit** shall be reduced in accordance with any security realised or applied by the **Transporter** pursuant to paragraph 3.5.1 and reinstated in accordance with any replacement security provided by the **Shipper** pursuant to paragraph 3.5.2.

4 *Modifications*

- 5.1. The Transporter, and / or any Shipper may propose modifications to the Network Code.
- 5.2. A Consultation in relation to the proposed modifications will be undertaken between the Transporter and all Shippers.
- 5.3. The Transporter shall publish the results of the Consultation and its conclusions setting out the changes it proposes to make to the Code, if any.
- 5.4. The implementation of changes to the Code will be at the discretion of the Transporter.

Section K: DEFINED TERMS AND INTERPRETATION

1 *Definitions*

1.1 **General Definitions**

- 1.1.1 In the Code and in any **Code Subsidiary Document**, unless the context otherwise requires and subject to any express provisions to the contrary, the words and expressions set out in this Section shall bear the respective meanings therein set out.
- 1.1.2 A Code Subsidiary Document is a document published by the Transporter setting out procedures to be complied with in, and other matters relating to, the implementation of the Code.

2 *Interpretation*

2.1 **Defined terms**

- 2.1.1 Unless the context otherwise requires, words and expressions defined in or for the purposes of the Act and not otherwise defined in this Code shall, when used in this Code, have the meanings ascribed thereto under the Act.
- 2.1.2 In this Code, unless the context otherwise requires:
- a) a reference to a particular Section is to a Section of this Code;
 - b) a reference in a particular Section to a particular paragraph is to a paragraph of that Section;
 - c) words in the singular may be interpreted as including the plural;
 - d) the word 'including' is to be construed without limitation; and
 - e) a derivative term of any defined or interpreted term shall be construed in accordance with the relevant definition or interpretation.
- 2.1.3 A reference in this Code to any Legal Requirement or Directive shall be construed at any particular time, as including a reference to any modification, extension or re-enactment (before or after the date of this Code) of that Legal Requirement or Directive in force at that time.
- 2.1.4 A reference to the Act includes where the context permits a reference to relevant Regulations made under the Act.

2.2 **Times and dates**

- 2.2.1 For the purposes of the Code:
- a) **Balancing Period** : means a period of one (1) **Day** commencing on 00:00:00 hours on one **Day** until 00:00:00 hours on the following **Day**;

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- b) **Business Day** : means a **Day**, other than a **Day** which begins at 00:00:00 hours on a Saturday, Sunday or public holiday, on which commercial banks in the Republic of South Africa are open for the normal transaction of banking business;
- c) **Day** : means the period from 00:00:00 hours on one **Day** until 00:00:00 hours on the following **Day**;
- d) **Gas Day** means a **Day** on which gas is nominated to flow;
- e) **Gas Year** : means the period commencing 1 July in any year until 30 June of the following year;
- f) **Maintenance Year** : means the period commencing 1 July in any year until 30 June of the following year;
- g) **Month** : means the period from 00:00:00 hours on the first **Day** of a calendar **Month** until 00:00:00 hours on the first **Day** of the following calendar **Month** and references to a particular calendar **Month** (such as January) shall be construed accordingly; and
- h) in relation to any **Gas Year** or **Maintenance Year**, the **Preceding Gas Year** or **Preceding Maintenance Year** is the **Gas Year** or **Maintenance Year** ending immediately before the commencement of such **Gas Year** or **Maintenance Year**.

2.2.2 References to times of a **Day** in this Code are to South Africa Standard Time.

2.2.3 Where under any provision of this Code the **Transporter** or a **Shipper** is required to provide any information by a certain date or time, the relevant provision shall be taken to include a requirement that such information shall be provided not earlier than is reasonable before such date or time.

2.2.4 Where any provision of this Code requires the **Transporter** to publish any information or document, the **Transporter** will make available such information or each document to each **Shipper**, any other person to whom the **Transporter** may (under the **Transporter's** Licence or any provision of the Code) be required to provide such information or document and such other persons as the **Transporter** sees fit.

2.2.5 A reference to the date of this Code is to the date on which this Code first has effect.

2.3 Technical interpretation

2.3.1 The following terms have the following meanings in the Code:

- a) Atmospheric Pressure means 101.325 kPa;
- b) Bar means the bar as defined in ISO 80000-4:2006;
- c) Btu or British Thermal Unit means the amount of heat equal to one thousand and fifty-five decimal zero six (1,055.06) Joules;
- d) °C means degree Celsius as defined in ISO 80000-5:2007;

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- e) °F means degree Fahrenheit as defined in ISO 80000-5:2007;
- f) Cubic Metre or m³ means when applied to gas, that amount of gas which at a temperature of 15°C and an absolute pressure of 1.01325 Bar and being free of water vapour occupies one (1) cubic metre;
- g) GJ means one billion (1,000,000,000) joules, as defined in ISO/IEC 80000-1
- h) Inch of Mercury means the pressure exerted by a column of Mercury one (1) inch high at 32°F and under standard gravitational force (acceleration of thirty-two decimal one seven four (32.174) feet per second per second) equal to zero decimal four nine one one five four (0.491154) pounds of force per square inch;
- i) Joule means the joule as defined in ISO 80000-4:2006;
- j) kPa means 1 kilopascal and is equal to 1,000 Pascals;
- k) mMBtu means one million (1,000,000) Btu;
- l) mmscf means one million (1,000,000) scf;
- m) Pascal means the pascal as defined in ISO 80000-5:2007;
- n) ppm means parts per million;
- o) Relative Density means the mass of volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air as defined in ISO 6976:1995 both such gases being at a temperature of 15°C and an absolute pressure of 1.01325 Bar; and Relative Density (REAL) shall for the avoidance of doubt be REAL as defined in ISO 6976:1995;
- p) scf or Standard Cubic Feet : when applied to gas, shall mean that quantity of gas which at 60°F in dry condition and at Atmospheric Pressure and the gas being saturated by water vapour at the same temperature and pressure, occupies a volume of one (1) cubic foot;
- q) Heating Value means the means the quantity of heat, expressed in Gigajoules per Cubic Metre, equal to the quantity of heat, expressed in Gigajoules, produced by the complete combustion in air at a constant pressure of one (1) Cubic Metre of Gas at a temperature of fifteen degrees Celsius (15°C) and under an absolute atmospheric pressure equivalent to that of one hundred and one point three two five (101.325) Kilopascals with the air at the same temperature and pressure as the Gas, after cooling the products of the combustion to the initial temperature and pressure of the Gas and air and after condensation of the water formed by combustion.; and
- r) Wobbe Index: when applied to gas, is the Heating Value divided by the square root of the Relative Density.

2.4 Table of Defined Terms set out in the Code

Defined Term	First Defined
Act	1.1
Aggregate Shipper Transmission/Distribution Quantity	Section E: 5.1.2a)
Annual Maintenance Programme	Section B: 6.2.1a)
Applicant Shipper	Section J: 2.1.1
Approved Transmission Tariff	Section B: 4.1.3
Average Monthly Transmission Charges Indebtedness	Section J: 3.2.1a)
Balancing Gas Contract (Shrinkage)	Section E: 7.2.1
Balancing Period	Section K: 2.2.1a)
Balancing Period Capable Meter	Section H: 2.1.1c)
Balancing Period Meter	Section H: 2.1.1a)
Balancing Period Read Meter	Section H: 2.1.1b)
Benefiting Shipper	Section G: 3.10.2
Business Day	2.2.1b)
Capacity Register	Section B: 5.1.1
Code Communication	Section I: 2.1.1a)
Code Subsidiary Document	1.1.2
Communication Requirements Document	Section I: 3.2.1a)
Communications Medium	Section I: 2.1.1b)
Connected System Exit Point	Section A: 2.2.1a)
Cumulative Stock Change	3.1
Data Catalogue	Section I: 2.1.1c)
Day	2.2.1c)
Distribution System	Section A: 2.1.9
Distribution System 1	Section A: 2.1.10

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Distribution System 2	Section A: 2.1.11
Distribution System 3	Section A: 2.1.12
Distribution System Entry Point	Section A: 2.2.1c)
Distribution System Exit Point	Section A: 2.2.1b)
Eligible Exit Point	Section A: 2.2.1d)
Emergency	2.1
Emergency Report	Section G: 3.11.1
Emergency Steps	Section G: 3.1.1
Entry Capacity	Section B: 1.2.1a)
Entry Capacity Booking Reference	Section B: 5.1.4
Entry Point Transfer Reference	Section B: 5.1.6a)
Estimated Meter Reading	Section H: 4.2.1
Estimated Transmission System Shrinkage Gas	Section E: 7.3.1
Excess Award	Section F: 5.3.8
Exit Capacity	Section B: 1.2.1b)
Exit Capacity Booking Reference	Section B: 5.1.5
Exit Capacity Transfer Reference	Section B: 5.1.6b)
Exit Point Registration Notice	Section F: 8.1.2
Facilities	Section B: 6.2.1b)
Final Nomination	Section C: 2.1.1a)
First Shipper	Section G: 3.10.2
Force Majeure Event	Error! Reference source not found.
Framework Agreement	Section J: 2.1.1g)
Gas Day	2.2.1d)
Gas Entry Conditions	Section F: 5.1.1
Gas Year	2.2.1e)
Gate Closure	Section C: 2.1.1f)

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Initial Nomination	Section C: 2.1.1b)
Injecting Shipper	Section E: 2a)
Injection Off-Specification Gas	5.2.1a)
Injection Operating Procedure	5.2.1b)
System Exit Point Register	Section F: 8.1.1
Large Customer Site	Section G: 3.5.1
Line Pack	2.1
Line Pack Replenishment Gas	Section E: 7.1.1e)
Local Operating Procedure	Section F: 4.4.1
Long-term Creditworthiness	Section J: 3.3.1b)
Maintenance	Section B: 6.2.1c)
Maintenance Year	2.2.1f)
Maximum Instantaneous Rate of Offtake	6.1.4g)
Measurement Equipment	3.2
Measurement Provisions	3.1
Meter Data Register	Section H: 5.1.1
Meter Installation	Section H: 2.1.1f)
Meter Owner	Section H: 2.1.1g)
Meter Reading	Section H: 2.1.1h)
Metered Injection Quantity	Section H: 6.1.1
Metered Offtake Quantity	Section H: 6.2.1
Metering Data	Section H: 2.1.1e)
Metering Specification	Section H: 2.1.1e)
Minimum Required Offtake Pressure	6.1.4f)
Month	2.2.1g)
Multi-Annual Capacity	Section B: 1.3.1b)
Nomination	Section C: 2.1.1c)

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Offtake Off-Specification Gas	Section F: 7.3.1
Offtake Pressure	Section F: 6.3.3
Offtake Requirements	Section F: 6.3.1
Offtaking Shipper	Section E: 2b)
Own Use Gas	Section E: 7.1.1a)
Party	1.2
Planning Phase	Section C: 2.1.1d)
Reasonable and Prudent Operator	Section B: 1.2.1c)
Registered Shipper	Section F: 8.1.3
Relevant Customer's Facility	7.4.7a)
Renomination	Section C: 2.1.1e)
Revised Annual Maintenance Programme Notice	Section B: 6.3.3
Scheduled Maintenance	Section B: 6.2.1d)
Scheduled Offtake Quantity	Section C: 4.2.2
Shared Transmission System Exit Point	Section A: 2.2.1e)
Shipper Accession Date	Section J: 2.2.1
Shipper Compensation Notice	Section F: 5.3.2
Shipper Injection Quantity	Section E: 2e)
Shipper Offtake Quantity	Section E: 2f)
Shipper Transmission/Distribution Quantity	Section E: 5.1.1b)
Shipper's Facility	7.4.7b)
Shrinkage Gas	Section E: 7.1.1b)
Standard Operating Procedures for Gas Connection	Section F: 6.1.1
Stock Change	Section E: 6.1.1
System Entry Provisions	Section F: 4.3.1

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System Exit Point	Section A: 2.2.1f)
System Exit Point Register	Section F: 8.1.1
System Point	Section A: 2.2.1j)
Time Standard	Section I: 3.2.1b)
Total Transmission/Distribution Quantity	Section E: 5.1.2c)
Transfer Period	Section B: 3.1.1b)
Transferee Shipper	Section B: 3.2.1
Transferor Shipper	Section B: 3.2.1
Transferred Capacity	Section B: 3.1.1a)
Transmission Charges	Section B: 4.1.1a)
Transmission Charges Indebtedness	Section J: 3.2.2a)
Transmission Credit Limit	Section J: 3.2.2b)
Transmission Minimum Pressure	Section F: 6.3.4
Transmission System	Section A: 2.1.5
Transmission System 1	Section A: 2.1.6
Transmission System 2	Section A: 2.1.7
Transmission System 3	Section A: 2.1.8
Transmission System Entry Point	Section A: 2.2.1h)
Transmission System Exit Point	Section A: 2.2.1i)
Transmission System Shrinkage Gas	Section E: 7.1.1c)
Transmission/Distribution Point	Section A: 2.2.1g)
Transportation Contract	1.1
Transportation System	Section A: 2.1.3
Transporter	1.2
Unaccounted For Gas	Section E: 7.1.1d)
Unscheduled Maintenance	Section B: 6.2.1e)
Upstream Facility	Section F: 2a)

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Upstream Facility Operator	Section F: 2b)
Valid Meter Reading	Section H: 2.1.1i)
Validation	Section H: 2.2.2
Validation Rules	Section H: 2.1.1j)