

5. **MAINTENANCE AND SYSTEM UPGRADE**

5.1 **General**

5.1.1 The Transporter shall operate, maintain and repair the Transportation System in accordance with the provisions of this Code.

5.1.2 In maintaining the Transportation System, the Transporter shall comply fully with all Legal Requirements that are in force in the jurisdiction where the Transportation System is situated.

5.1.3 For the purposes of this Code:

(a) "**Maintenance**" includes any inspection, overhaul, modification, repair, replacement, reinstatement, ~~re~~ recommissioning, upgrade or extension of any part of the Transportation System and includes any works preparatory to such maintenance or required for the return to service of any part of the Transportation System after such maintenance;

~~(a)~~(b) "**Maintenance Days**" means the Days, whether consecutive or not, nominated by the Transporter pursuant to this Section 5 as Days during which (i) acceptance of Natural Gas for delivery to that part of the Transportation System as may be subject to Maintenance, or (ii) making Natural Gas available for offtake from that part of the Transportation System as may be affected by Scheduled Maintenance, may be reduced (if necessary down to zero) due to Maintenance on the Transportation System (and "**Maintenance Day**" shall be construed accordingly); and

~~(b)~~(c) "**Scheduled Maintenance**" means planned Maintenance which is routine in nature and which an RPO would reasonably be expected to schedule in annual maintenance planning and that would affect or limit the Transporter's ability to transport Natural Gas through the Transportation System or localised part thereof.

5.2 **Maintenance**

5.2.1 The Transporter shall carry out Scheduled Maintenance on the Transportation System during a Maintenance Day.

5.2.2 The Transporter shall determine the Maintenance required in respect of the Transportation System.

5.2.3 Subject to the limitation of the number of permitted Maintenance Days with respect to the Transportation System set out in Section 5.6.1, the Transporter shall be permitted to carry out Scheduled Maintenance on the Transportation System on any Day in a Gas Year.

### 5.3 Maintenance Planning

5.3.1 Each Shipper shall provide the Transporter as soon as reasonably practicable with the information the Transporter may require to:

- (a) plan the Maintenance of the Transportation System;
- (b) comply with its obligations in respect of the Legal Requirements in relation to the Maintenance of the Transportation System; and
- (c) prepare Maintenance Programmes.

5.3.2 The Transporter shall establish a provisional maintenance programme ("**Maintenance Programme**") which the Transporter shall make available to Shippers in respect of each Gas Year. The Maintenance Programme shall specify such ~~m~~Maintenance as may affect delivery of Natural Gas to, or offtake of Natural Gas from, the Transportation System.

5.3.3 The Transporter shall plan the Scheduled Maintenance to minimise disruption to the Transportation System during Maintenance Days in as cost-effective, efficient and commercially prudent a manner as possible and to reconcile maintenance on any Connected Systems, Exit Points and Supply Points by co-ordinating where possible the Maintenance Days with the maintenance of any Connected Systems, Exit Points and Supply Points.

~~5.3.3~~5.3.4 The Transporter may agree to exchange information with any Adjacent TSO or Connected System Operator as to the plans for maintenance and to take reasonable steps to co-ordinate plans for maintenance of parts of the Transportation System adjacent to the Interconnection Point or Connected System Point.

### 5.4 Timetable

5.4.1 The timetable for preparation of the Maintenance Programme for each Gas Year shall be as follows:

- (a) the Shippers will meet with the Transporter to discuss the Maintenance Programme for the following Gas Year during ~~April~~February and ~~March~~May of the preceding Gas Year and such consultations shall conclude before ~~30 April~~31 May of such preceding Gas Year; and
- (b) the Transporter shall notify the Shippers of Scheduled Maintenance for the following Gas Year by 31 May ~~30 September~~ of the preceding Gas Year.

5.4.2 For each Gas Year, the Shippers will notify the Transporter of the maintenance requirements of their plant or systems (including any End User's Facilities) prior to 30 April ~~31 May~~ of the preceding Gas Year.

5.4.3 The Transporter may revise the nature, timing and duration of any Maintenance Days notified to the Shippers as a result of circumstances that a Reasonable and Prudent Operator is unlikely to have foreseen by providing for additional Maintenance and/or by varying the dates or period(s) of any Scheduled Maintenance by giving affected Shippers:

(a) which are the Registered Shippers at an affected IP Entry Point and/or at an affected Entry Point not less than seven (7) days notice;

~~(b)~~ which are Registered Shippers at affected LDM Exit Points, Connected System Exit Points or TCDM Exit Points not less than thirty (30) days notice;

~~(c)~~ which are Registered Shippers at affected LDM Supply Points or DM Supply Points not less than seven (7) days' notice; and

~~(d)~~ which are Registered Shippers at the Sub-Sea I/C Offtake not less than thirty (30) days notice;

and in either case subject to a shorter period of notice being agreed between the Transporter and the affected Shippers.

## 5.5 **Transporter's Obligations**

To the extent that the Transporter cannot make Natural Gas available for offtake or accept into the Transportation System Natural Gas tendered for delivery at an Entry Point or at an IP Entry Point as a direct result of Maintenance, the Transporter will be relieved of its obligations to transport Natural Gas including under this Code.

## 5.6 **Maintenance Limits**

5.6.1 Subject to Part I (*Legal and General*) Section 3 (*Force Majeure*), the Transporter will be limited to a maximum number of Maintenance Days for the carrying out of Scheduled Maintenance on the Transportation System or any localised part thereof as follows:

(a) in respect of each Interconnection Point, Entry Point or Connected System Exit Point, a maximum of five (5) Maintenance Days in aggregate in any Gas Year, provided that, in addition to such Maintenance Days, the Transporter may take such additional Maintenance Days in respect of an Interconnection Point or Entry Point or Connected System Exit

Point as are permitted in the relevant Interconnection Agreement or CSA to carry out Scheduled Maintenance;

- (b) in respect of each LDM Exit Point, a maximum of five (5) Maintenance Days in aggregate in any Gas Year, provided that in addition to such Maintenance Days, the Transporter may take such additional Maintenance Days in respect of the LDM Exit Point as may be notified by the Transporter to the Shipper(s) from time to time;
- (c) in respect of each LDM Supply Point, a maximum of eight (8) Maintenance Days in aggregate in any Gas Year and twenty (20) Maintenance Days in aggregate in any three (3) consecutive Gas Years, provided that in addition to such Maintenance Days, the Transporter may take such additional Maintenance Days in respect of such LDM Supply Point as may be notified by the Transporter to the Shipper(s) from time to time;
- (d) in respect of DM Offtakes, to a maximum of eight (8) Maintenance Days in aggregate in any Gas Year and twenty (20) Maintenance Days in aggregate in any three (3) consecutive Gas Years at each DM Offtake;
- (e) in respect of NDM Supply Points, to a maximum of eight (8) Maintenance Days in aggregate in any Gas Year and twenty (20) Maintenance Days in aggregate in any three (3) consecutive Gas Years at each NDM Supply Point; and
- (f) in respect of the Sub-Sea I/C Offtake a maximum of five (5) Maintenance Days in aggregate in any Gas Year provided that, in addition to such Maintenance Days, the Transporter may take such additional Maintenance Days in respect of the Sub-Sea I/C Offtake as may be permitted or required pursuant to the Sub-Sea I/C Offtake Agreement(s) or be notified by the Transporter to the Shippers from time to time.

5.6.2 The limitations set out in Section 5.6.1 above shall be without prejudice to the rights of the Transporter to carry out any ~~additional~~ unscheduled Maintenance or maintenance due to unforeseen circumstances which may be considered by the Transporter to be necessary and/or prudent in order to ensure the operational integrity and security of the Transportation System, subject to the Transporter having given each affected Shipper such notice as is reasonably practicable, recognising that such ~~M~~aintenance is unscheduled or as a result of unforeseen circumstances.

## 5.7 Capacity

- 5.7.1 Subject to Section 5.10 Shippers shall remain liable to pay the applicable Tariff during Maintenance Days and any other periods during which the acceptance of the delivery of Natural Gas to the Transportation System or the offtake of Natural Gas from the Transportation System is affected in accordance with the provisions of this Code and/or any Ancillary Agreement.
- 5.7.2 The Transporter shall apply any reduction of capacity in the Transportation System resulting from Maintenance (or maintenance as referred to in section 5.6.2) amongst any or all of the Shippers directly affected by such Maintenance on a fair, open (subject to relevant confidentiality obligations) and not unduly discriminatory basis. In applying any reduction in capacity between Shippers, the Transporter shall ~~where a Restricted Capacity Day in accordance with Part H Section 2.3 and Section 2.4~~ have regard to the order of priority set out in Part H (*Operations*) Section 1.9 (*Offtake Point Control*) and where a Restricted Capacity Day is declared in accordance with Part H (*Operations*) Section 2.3 the Restricted Capacity at an Affected IP Entry Point and/or an Affected Entry Point shall be applied in accordance with Part H (*Operations*) Section 2.5.
- 5.7.3 The Transporter shall apply any reduction in capacity affecting part of the Transportation System arising as a result of Maintenance amongst Shippers utilising that part of the Transportation System on a fair, open (subject to relevant confidentiality obligations) and not unduly discriminatory basis.
- 5.7.4 The Shippers shall assist the Transporter in its Scheduled Maintenance by using reasonable endeavours to offtake Natural Gas at an offtake in the manner requested by the Transporter.

## 5.8 Maintenance at LDM Offtake

The Transporter shall consult directly with each Registered Shipper at a LDM Offtake with respect to the effect of Maintenance on that part of the Transportation System in which the LDM Offtake is located.

## 5.9 Maintenance at the Sub-Sea I/C Offtake

The Transporter shall be entitled to consult with the operator of the Spur Pipeline with respect to maintenance at the Sub-Sea I/C Offtake and with respect to the effect of maintenance in that part of the Transmission System in which the Sub-Sea I/C Offtake is located.

## 5.10 IP Entry Capacity and Entry Capacity Tariff Rebate

5.10.1 Registered Shippers at an Affected IP Entry Point or an Affected Entry Point shall be entitled to rebate of the Capacity Charges (a "**Capacity Charge Rebate**") in respect of an amount of capacity held by the Shipper at an IP Entry Point and/or at an Entry Point (as the case may be) (calculated in accordance with the remaining provisions of this Section 5.10).

5.10.2 A Capacity Charge Rebate shall apply where:

- (a) the Transporter declares a Restricted Capacity Day at an IP Entry Point (an "Affected IP Entry Point") or at an Entry Point (an "Affected Entry Point"); and
- (b) the Restricted Capacity Day is declared to facilitate or as a result of [Scheduled] Maintenance which affects the availability of capacity at the Affected IP Entry Point or at the Affected Entry Point (as the case may be);
- (c) ~~the Restricted Capacity Day is not within the Maintenance limits as outlined in Section 5.6.1(a) at the Affected IP Entry Point or the Affected Entry Point (as the case may be) in the applicable Year; and for the avoidance of doubt where the Transporter revises the date or dates for Scheduled Maintenance but does not give the required notice under Section 5.4.3(a) such revised date or dates shall not be treated as within the Maintenance Limits outlined in Section 5.6.1(a);~~ ~~the Maintenance Limits set out in Section 5.6.1(a) have been exhausted at the Affected IP Entry Point or the Affected Entry Point (as the case may be) in the applicable Year;~~ and
- (d) the availability of capacity at the Affected IP Entry Point or at the Affected Entry Point is not otherwise reduced or adversely affected for any reason other than the relevant Maintenance.

5.10.3 Where the Shipper's Available Active IP Entry Capacity or Active Entry Capacity at the Affected IP Entry Point or Affected Entry Point comprises capacity booked for different durations (and accordingly subject to different applicable Tariffs) then the Transporter shall:

- (a) determine the proportion of the Shipper's Active IP Entry Capacity and/or Active Entry Capacity (as the case may be) to which different applicable Tariffs apply; and
- (b) treat the amount of capacity in respect of which a rebate is to be applied as being held in the same proportions as the Shipper's Active Capacity;

and the applicable Tariff for the purpose of the rebate shall be applied to each amount of capacity (as calculated in accordance with this Section 5.10) for which the rebate applies in the same proportions.

5.10.4 The amount of the Shipper's Capacity Charge Rebate shall be calculated as follows:

$$\underline{CR} = \underline{AC_R \times RT}$$

Where:

CR = The financial amount of the Capacity Charge Rebate to which the Shipper is entitled

AC<sub>R</sub> = The amount of the Shipper's capacity which qualifies for a rebate being

(i) in the case of an IP Entry Point the difference between the Shipper's Active IP Entry Capacity and the Shipper's Available Active IP Entry Capacity at the Affected IP Entry Point on the Day; and

(ii) in the case of an Entry Point the difference between the Shipper's Active Entry Capacity and the Shipper's Available Active Entry Capacity at the Affected Entry Point on the Day.

RT = The applicable Tariff (as determined in accordance with Section 5.10.3 and this Section 5.10.4).

and such that where the amount of capacity held by the Shipper which qualifies for a rebate is subject to more than one applicable Tariff the above calculation shall be undertaken separately in respect of each amount of capacity to which a separate Tariff applies, and the Shipper's Capacity Charge Rebate for the Day shall be the sum of such calculations.

Any Capacity Charge Rebate shall be included in the invoice in respect of the Month following the Month in which the relevant Restricted Capacity Day requires.

5.10.5 For the avoidance of doubt a Capacity Charge Rebate shall only apply at an Affected Entry Point or at an Affected IP Entry Point and as provided in Section 5.10.1 and shall not apply in respect of the unavailability of capacity (in whole or in part) for any other reason including:

(a) for any Maintenance Day which is scheduled in accordance with Section 5.4 and is within the Maintenance limits specified in Section 5.6.1;

- (b) due to Maintenance on a Day or Days on which capacity is otherwise unavailable at the relevant Entry Point or IP Entry Point;
- (c) due to Force Majeure;
- (d) as a result of an Emergency; or
- (e) where the Maintenance takes place on a Day on which any Connected System or Upstream Facilities are unavailable to facilitate the offtake of Natural Gas from the Connected System or Upstream Facilities and delivery to the Transportation System.
- (f) where a Restricted Capacity Day is declared other than due to Scheduled Maintenance.