



Interconnector Storage Services Agreement

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THIS INTERCONNECTOR STORAGE SERVICES AGREEMENT is made on the [.....] day of [.....] 20[.....]

BETWEEN:

- (1) **INTERCONNECTOR LIMITED** a company registered in England (company registration no. 2989838) whose registered office is at 15 -16 Buckingham Street, London, WC2N 6DU ("**Interconnector**"); and
- (2) [.....] a company registered in [.....](company registration no. [.....]) whose [registered office][principal place of business] is at [.....] operating with the Energy Identification Code ("**EIC**") of [.....] (the "**New Storage User**").
- (A) Interconnector offers Storage Services and the New Storage User wishes to have access to the Storage Services.
- (B) The Parties intend that the New Storage User will be admitted as a Storage User subject to the terms and conditions set out below.

1. Definitions and Interpretations

- 1.1 Capitalised words and expressions used in this Interconnector Storage Services Agreement shall have the meanings set out in Schedule A.
- 1.2 The rules of interpretation set out in Schedule A shall apply to this Interconnector Storage Services Agreement.

2. Scope of Interconnector Storage Services Agreement

- 2.1 Clauses 1 to 6 of this Interconnector Storage Services Agreement govern the admission of the New Storage User to this Interconnector Storage Services Agreement.
- 2.2 Appendix A (General Terms and Conditions) of this Interconnector Storage Services Agreement sets out general terms and conditions applicable to the provision of the Storage Services by Interconnector to the Storage User.
- 2.3 Appendix B (Storage Services Procedures) of this Interconnector Storage Services Agreement sets out the procedures, rules and requirements under which the Storage User may request and Interconnector will provide the Storage Services.
- 2.4 Schedule A to this Interconnector Storage Services Agreement sets out the definitions and interpretation applicable to the Interconnector Storage Services Agreement.
- 2.5 Schedules B-F to this Interconnector Storage Services Agreement contain further information on how the matters addressed in Appendix A and B are intended to work under this Interconnector Storage Services Agreement.

3. Admission of the New Storage User

- 3.1 The New Storage User is admitted by Interconnector as a Storage User with effect from the Effective Date in consideration of:
 - (a) the New Storage User having satisfied the requirements under this Interconnector Storage Services Agreement to be a Storage User; and

(b) the New Storage User's undertaking in Clause 3.2(c) below.

3.2 With effect from the Effective Date:

- (a) the New Storage User accepts its admission as a Storage User under Clause 3.1;
- (b) all Appendices of and Schedules to this Interconnector Storage Services Agreement are given effect to and made binding between Interconnector and the New Storage User;
- (c) the New Storage User undertakes to comply with and perform its obligations under this Interconnector Storage Services Agreement and all Storage Capacity Transactions to which it is a party; and
- (d) all references to a Storage User in this Interconnector Storage Services Agreement include the New Storage User.

4. Commencement

Subject to the terms of this Interconnector Storage Services Agreement, this Interconnector Storage Services Agreement shall commence on the date of its execution ("**Effective Date**") and shall continue in effect until it is terminated in accordance with Clause 6 of Appendix A.

5. Agreement

This Interconnector Storage Services Agreement (including its Appendices and Schedules, and any documents referred to in them) and the Storage Capacity Transactions of the Storage User (if any) entered into pursuant to it together form a single agreement between Interconnector and the Storage User (the "**Interconnector Storage Services Agreement**").

6. Notices

For the purpose of Clause 10.1 of Appendix A, any notice to be given under this Interconnector Storage Services Agreement may be sent to the Parties as follows:

Interconnector

Address: 15 – 16 Buckingham Street, London, WC2N 6DU

Attn: Commercial Manager

Email: operations@interconnector.com

Storage User

Address: [•]

Attn: [•]

Email: [•]

IN WITNESS WHEREOF this Interconnector Storage Services Agreement has been signed on behalf of each of the Parties by a duly authorised signatory.

SIGNED for and on behalf of

INTERCONNECTOR LIMITED:

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of

[.....]:

.....

Signature

.....

Print name

.....

Title

Appendix A

General Terms and Conditions
applicable to the provision of Storage Services

1. Introduction and Interpretation

- 1.1 Clauses 1 to 16 of this Appendix A are the General Terms and Conditions applicable to the provision of Storage Services, and a reference to a Clause is, save where it is specifically expressed to be to a Clause in Appendix B, to a Clause in these General Terms and Conditions. A reference to a paragraph is a reference to a paragraph in the relevant Schedule.

2. Invoicing and Payment

- 2.1 In each Month, Interconnector shall submit an invoice by no later than the tenth (10th) day to the Storage User (either by the Interconnector Information System or other means specified under Clause 11.2) showing the Monthly Storage Charge to be paid by the Storage User for the immediately preceding Month and the amount of VAT payable (if any) in respect of each item in the invoice to which VAT applies.

- 2.2 The Monthly Storage Charge will be the sum of:

- (a) the total Storage Capacity Charges for that Month, calculated in accordance with Clause 7 (Charges) of Appendix B and the relevant Storage Charging Statement;
- (b) the total Injection and Withdrawal Charges for that Month, calculated in accordance with Clause 7 (Charges) of Appendix B and the relevant Storage Charging Statement;
- (c) the Monthly Storage Administration Fee (if any); and
- (d) any other amounts payable under a Storage Capacity Transaction or otherwise under this Interconnector Storage Services Agreement,

Less:

- (a) any reduction in the Storage Capacity Charges following an event of Force Majeure as referred to in Clause 5.1;
- (b) any reduction in the Storage Capacity Charges under Clause 7 (Quality); and
- (c) any other sums due to the Storage User (including any applicable rebates) which apply in respect of a Storage Capacity Transaction or otherwise under this Interconnector Storage Services Agreement.

- 2.3 The Storage User shall pay the Monthly Storage Charge:

- (a) in Pounds Sterling or Euros (as invoiced) in immediately available and freely transferable funds;
- (b) by the fourteenth (14th) day after receipt by the Storage User of Interconnector's invoice or the Business Day which is immediately before the fourteenth (14th) day, if the fourteenth (14th) day itself is not a Business Day (the "**Due Date**").

- 2.4 Payment shall be treated as having been made when the full amount due is credited to the Interconnector bank account: (a) without any discount associated with the transfer of monies; and (b) at the expense of the Storage User (except that any expenses charged by Interconnector's bank with respect to such payment shall be borne by Interconnector).
- 2.5 If the Storage User disputes any sum specified in an invoice, it shall pay:
- (a) the undisputed portion by the Due Date; and
 - (b) any amount:
 - (i) agreed by the Parties or determined in accordance with the dispute resolution procedures set out in Clause 14 to be payable; and
 - (ii) interest calculated on those amounts as set out in Clause 2.6 below;
- within fourteen (14) days after such agreement or determination, or the Business Day which is immediately before the fourteenth (14th) day, if the fourteenth (14th) day itself is not a Business Day.
- 2.6 Interest shall be payable by the Storage User or Interconnector on a disputed amount which is agreed or determined to be payable. Interest shall accrue each day from the date such amount was originally payable to the date of actual payment at a rate of interest equal to SONIA plus two per cent (2%).
- 2.7 Should the Storage User or Interconnector fail to make payment on the Due Date of any invoiced sum due, interest shall accrue each day at a rate of interest equal to SONIA plus three per cent (3%), except for disputed amounts to which Clause 2.5 applies.
- 2.8 An invoice shall be deemed to be final and accepted by the Storage User unless it has been disputed within ninety (90) days from its date of issue.
- 2.9
- (a) All payments required to be made by the Storage User shall be calculated without reference to any set-off, counterclaim or Tax and shall be made free and clear of and without any deduction for or withholding on account of any set-off, counterclaim or Tax and where the Storage User is required to make payment subject to deduction or withholding, the sums to be paid to Interconnector by the Storage User are to be increased to ensure that Interconnector receives the payment of all sums due had no such deduction or withholding been made.
 - (b) Where Interconnector is required to make any payment on account of any set-off, counterclaim or Tax that arises in relation to any payment the Storage User is to make or makes to Interconnector, the Storage User indemnifies Interconnector for the amount of any such payment Interconnector is required to make, (together with related interest, penalties or other costs) provided that Interconnector shall use reasonable endeavours to minimise the amount of such payment. This indemnity shall not apply to corporation tax chargeable on Interconnector's profits.

- 2.10 Either Party may refer a dispute relating to calculation of a sum in an amount of at least ten thousand Pounds Sterling (£10,000) payable under an invoice under this Interconnector Storage Services Agreement (including without limitation a Termination Amount or an amount payable under an indemnity) to determination by an Expert under Clause 14 of this Interconnector Storage Services Agreement.

3. Credit Terms

- 3.1 The Storage User shall as a condition of it being granted Registered Storage Capacity (and until a date which is at least thirty (30) days after the end of the Term) either:
- (a) maintain a long term debt rating in respect of its long term unsecured debt ("**Rating**") from Standard & Poor's Rating Services of at least BBB+, from Moody's Investors Service Limited of at least Baa1 or from Fitch Ratings Incorporated of at least BBB+ (the "**Ratings Test**"); or
 - (b) provide and maintain Acceptable Credit Support equal to the Credit Support Amount Interconnector notifies to the Storage User (as such Credit Support Amount may be revised by a notice given under Clause 3.5);

the criteria in sub-paragraphs (a) and (b) being the "**Credit Criteria**".

- 3.2 For the purpose of this Clause 3:

- (a) "**Acceptable Credit Support**" is one of or a combination of the following:
 - (i) a guarantee executed by a company or an entity that is acceptable to Interconnector with a Rating at least equal to the Ratings Test in the form of Interconnector's standard published form of guarantee or such other form that is acceptable to Interconnector;
 - (ii) an irrevocable standby letter of credit issued in favour of Interconnector opened or confirmed by an international bank that is acceptable to Interconnector and has a Rating at least equal to the Ratings Test and is in the form of Interconnector's standard published letter of credit or in such other form that is acceptable to Interconnector; or
 - (iii) cash cover in Pounds Sterling.
- (b) the "**Credit Support Amount**" in respect of the Storage User is the greater of:
 - (i) one hundred thousand Pounds Sterling (£100,000) and;
 - (ii) the Storage User's Exposure as calculated or recalculated by Interconnector at the times referred to in paragraph (c) below;

and references in this Interconnector Storage Services Agreement to a Storage User's Credit Support Amount is the most recent Credit Support Amount Interconnector has notified to such Storage User;

- (c) the '**Exposure**' of the Storage User is the Storage User's highest estimated Monthly Storage Charge for any three (3) Months in a period in which the

Storage User holds Registered Storage Capacity, as may be recalculated under Clause 3.3;

- (d) the "**Credit Support Provider**" is the provider of a guarantee in accordance with paragraph (a)(i) above or an irrevocable standby letter of credit in accordance with paragraph (a)(ii) above.

3.3 Interconnector shall at regular intervals;

- a) monitor and review each Storage User's compliance with the Credit Criteria; and
- b) recalculate the Exposure of each Storage User and notify the Storage User if there is an increase in the Credit Support Amount applicable to such Storage User as a result of such recalculation.

3.4 The Storage User shall immediately give Interconnector written notice if for any reason the Storage User has ceased to or shall cease to comply with the Credit Criteria.

3.5 Interconnector may give the Storage User written notice requiring the Storage User within five (5) Business Days of such notice, to increase the Credit Support Amount under the Acceptable Credit Support or replace the Acceptable Credit Support provided (as the case may be) where:

- (a) the Storage User fails to pay any amount due on the Due Date or such other date on which payment falls due and that amount remains unpaid for a period of not less than three (3) days after being notified by Interconnector to make payment;
- (b) the Storage User commits a material breach of any term of this Interconnector Storage Services Agreement (other than payment terms) and the breach is irremediable or if the breach is remediable the Storage User fails to remedy that breach within three (3) days after being notified by Interconnector in writing to do so;
- (c) the Storage User has provided Acceptable Credit Support and the recalculated Exposure under Clause 3.3 exceeds the previously calculated Exposure;
- (d) Interconnector has called upon or enforced Acceptable Credit Support in accordance with Clause 3.6 or the Acceptable Credit Support expires or ceases to be valid;
- (e) the Credit Support Provider ceases to be acceptable to Interconnector or fails to comply with any obligation under Acceptable Credit Support provided; or
- (f) there is evidence of a deterioration in the financial standing or creditworthiness of the Storage User that will affect the ability of the Storage User to perform its material obligations and/or payment obligations under this Interconnector Storage Services Agreement.

3.6 Interconnector may call upon or enforce Acceptable Credit Support in accordance with its terms where the Acceptable Credit Support is a guarantee or irrevocable

standby letter of credit or where Acceptable Credit Support is cash cover to satisfy the Storage User's obligations under this Interconnector Storage Services Agreement.

3.7 The Storage User shall provide the following documents in connection with a guarantee provided under Clause 3.2(a)(i) by no later than five (5) Business Days before the effective date of the guarantee:

- (a) a copy, certified as a true copy by a duly authorised officer of the Storage User's guarantor of the constitutional documents of the guarantor as at the date of the guarantee;
- (b) a copy, certified as a true copy by a duly authorised officer of the guarantor, of a resolution of the board of directors (or a duly appointed committee of the directors) of the guarantor:
 - (i) approving the terms of, and the transactions contemplated by, the guarantee and resolving that it execute, deliver and perform the guarantee;
 - (ii) authorising a specified person or persons to execute the guarantee on its behalf;
 - (iii) authorising a specified person or persons, on its behalf, to sign or despatch all documents and notices to be signed or despatched by it under or in connection with the guarantee;
 - (iv) where a resolution of a committee of directors has been provided, a copy, certified as a true copy by a duly authorised officer of the guarantor of a resolution of the directors of the guarantor appointing such committee; and
 - (v) a legal opinion addressed to Interconnector on enforceability of the guarantee and on capacity and authority of the guarantor from external legal advisers to the guarantor in the jurisdiction of incorporation of the guarantor.

3.8 Any cash cover provided by a Storage User under Clause 3.2(a)(iii) shall be retained in an interest bearing account in Interconnector's name or in an account over which Interconnector has a first ranking security interest. Except where this Interconnector Storage Services Agreement provides otherwise any interest earned on the cash cover shall belong to the Storage User and shall be paid annually to the bank account nominated by the Storage User within ten (10) Business Days of the end of each Gas Year.

3.9 Any cash cover provided by a Storage User and interest earned thereon may be applied by Interconnector on notice to the Storage User to satisfy any payment obligations of the Storage User when due and payable under this Interconnector Storage Services Agreement.

3.10 No interest shall accrue and be payable to the Storage User if:

- (a) the cash cover is applied by Interconnector to satisfy any payment obligations of the Storage User; or

- (b) the Storage User's access to the Storage Services has been suspended or terminated pursuant to Clause 6.
- 3.11 Subject to Clause 3.1 and Clause 3.9, Interconnector shall repay any cash cover and accrued interest to a Storage User with ten (10) Business Days of:
- (a) Interconnector receiving written notice from the Storage User requesting repayment of any cash cover and accrued interest; or
 - (b) the Storage User terminating this Interconnector Storage Services Agreement pursuant to Clause 6.

4. Representations and Warranties

- 4.1 Each Party represents and warrants to the other at all times during the Term that:
- (a) it has the full power and authority to execute, perform and observe this Interconnector Storage Services Agreement and any credit support provided under it;
 - (b) it has obtained all necessary governing body and shareholder approvals to authorise the execution, performance and observance of this Interconnector Storage Services Agreement and any credit support provided under it;
 - (c) it has obtained, maintains in full force and effect and is compliant with: (i) the conditions of all necessary governmental and other consents, licences, authorisations, approvals and registrations required in connection with the performance of its obligations under this Interconnector Storage Services Agreement; or (ii) any credit support provided under it;
 - (d) the execution, performance and observance by it of this Interconnector Storage Services Agreement and any credit support provided under it will not result in any breach of its articles of association or other constitutional documents, or any provision contained in any agreement or instrument to which it is a party or by which it is bound or any law, regulation, judgment, decree or order applicable to it; and
 - (e) this Interconnector Storage Services Agreement and any credit support provided under it will, after it is executed, constitute legally valid and binding obligations, enforceable in accordance with its terms.
- 4.2 The Storage User represents and warrants to Interconnector at all times during the Term:
- (a) it shall have good title to all Natural Gas which it supplies or makes available, or which it causes to be supplied or made available, at the Entry Point for injection;
 - (b) any such Natural Gas referred to in paragraph (a) will be free from all liens, charges, encumbrances, Taxes, assessments and adverse claims of every description;
 - (c) it will comply with the Credit Criteria;

- (d) it is a party to and compliant with any industry codes, agreements or documents it is required to be a party to in connection with the performance of its obligations under this Interconnector Storage Services Agreement;
 - (e) it acts as principal and not as agent of any other person or entity;
 - (f) it is not subject to an Insolvency Event;
 - (g) there is not to its knowledge any pending or threatened litigation or any action, suit or proceeding against it that may affect its obligations under this Interconnector Storage Services Agreement, or any credit support provided under it; and
 - (h) it is compliant with all applicable laws and regulations relating to the prevention or facilitation of tax evasion.
- 4.3 The Storage User warrants that it has acquired or will acquire sufficient National Transmission System Entry Capacity and National Transmission System Exit Capacity at the Bacton Storage Connection Point before making any injections or withdrawals under this Interconnector Storage Services Agreement.
- 4.4 The Storage User and Interconnector shall each at their own cost obtain and maintain all licences and comply with all regulations and agreements required of each of them in order that they can inject and withdraw Quantities of Natural Gas at the Bacton Storage Connection Point.
- 4.5 The Storage User indemnifies Interconnector in respect of a breach of the representations and warranties contained in Clause 4.2(a) and in Clause 4.2(b).
- 5. Force Majeure**
- 5.1 The expression "**Force Majeure**" shall mean any event(s) or circumstance(s) or combination of event(s) or circumstance(s) affecting the Storage Services or the Interconnector Information System beyond the control of a Party (the "**Affected Party**") acting and having acted in accordance with the standard of a Reasonable and Prudent Operator and which results in the Affected Party being unable to perform or delays performance (in whole or part) of any one or more of its obligations under this Interconnector Storage Services Agreement.
- 5.2 The events or circumstances described below (without limitation) constitute Force Majeure where they satisfy the requirements stated in Clause 5.1:
- (a) acts of God;
 - (b) forces of nature;
 - (c) wars, insurrections, acts of terrorism, riots;
 - (d) fires, landslides, floods, earthquakes, explosions;
 - (e) seriously adverse weather conditions;
 - (f) acts of any Governmental Authority or Regulator (whether or not legally valid);

- (g) strikes, industrial action or unrest, lock-outs;
 - (h) breakdown or accidents affecting the facilities used by Interconnector for implementing all or any part of this Interconnector Storage Services Agreement; and
 - (i) unavailability of any of the following that are required by Interconnector to provide the Storage Services: storage; transport; raw materials; pressure of Natural Gas delivered from the National Transmission System at the level required to maintain gas flows; or energy supplies from third parties.
- 5.3 Notwithstanding anything in Clause 5.1 or 5.2 or any other provision in this Interconnector Storage Services Agreement, the following events or circumstances shall not be treated as being Force Majeure or caused thereby:
- (a) failure to pay money when due; or
 - (b) failure to give any notice required by this Interconnector Storage Services Agreement unless such failure was due to Force Majeure affecting all means of serving notices specified in Clause 10.
- 5.4 The Affected Party shall, for the duration of the Force Majeure, be relieved from performance of its obligations (other than its payment obligations) under this Interconnector Storage Services Agreement if, and to the extent that, it is unable to perform or is delayed in performance by Force Majeure (unless the Affected Party does not take reasonable steps to prevent or mitigate Force Majeure, including those described in Clause 5.6 below).
- 5.5 If the Affected Party is unable to take delivery of Natural Gas or to redeliver Natural Gas due to Force Majeure and the Affected Party takes reasonable steps to prevent or mitigate Force Majeure, as described in Clause 5.6 below, the Monthly Storage Charge shall be adjusted for the Registered Storage Capacity a Storage User holds that is affected by the Force Majeure, so that the Storage User shall pay:
- (a) for the first three (3) consecutive months of the Force Majeure, ninety five percent (95%) of the Registered Storage Capacity Charges;
 - (b) where the Force Majeure continues for more than three (3) consecutive months, no Registered Storage Capacity Charges for the period after the first three (3) consecutive months of the Force Majeure until the Force Majeure ceases.
- 5.6 The Affected Party where a Force Majeure has occurred shall:
- (a) use reasonable endeavours and employ reasonable means (as would be used or employed by a Reasonable and Prudent Operator at a reasonable cost) to remedy or abate the Force Majeure;
 - (b) notify the other Party in writing, as soon as may be reasonably practicable, of
 - (i) the occurrence, the cause of and the expected duration of the Force Majeure and the means proposed to be adopted to remedy or abate the Force Majeure;

- (ii) the date and time of resumption of performance after the Force Majeure has terminated or has abated to an extent which permits resumption of performance.

5.7 Where an Event of Force Majeure has occurred and has continued for a period of twelve (12) consecutive months and Interconnector decides it is unable economically to provide the Registered Storage Capacity allocated to Storage Users and notifies all Storage Users of such decision, either Party may upon written notice to the other Party terminate this Interconnector Storage Services Agreement.

6. Suspension and Termination

6.1 Without affecting any other right or remedy available to it under this Interconnector Storage Services Agreement, Interconnector may suspend with immediate effect access by the Storage User to the Storage Services under this Interconnector Storage Services Agreement and all Storage Capacity Transactions arising under it, if:

- (a) the Storage User fails to pay any amount due on the Due Date or such other date on which payment falls due and that amount remains unpaid for a period of not less than three (3) days after being notified in writing by Interconnector to make payment;
- (b) the Storage User commits a material breach of any term of this Interconnector Storage Services Agreement (other than payment terms) and the breach is irremediable or (if the breach is remediable) the Storage User fails to remedy that breach within a period of three (3) days after being notified in writing by Interconnector to do so;
- (c) the Storage User repeatedly breaches or is in persistent breach of any of the terms of this Interconnector Storage Services Agreement in such a manner as to reasonably justify the opinion that it has repudiated, rejected or disaffirmed in whole or in part the terms of this Interconnector Storage Services Agreement;
- (d) any warranty or representation given by the Storage User in Clause 4 is untrue or misleading;
- (e) the Storage User does not satisfy or ceases to satisfy the Credit Criteria;
- (f) the Credit Support Provider in respect of a Storage User ceases to be acceptable to Interconnector pursuant to Clause 3.2 (a) or fails to comply with any obligation under Acceptable Credit Support;
- (g) the Storage User notifies Interconnector that it does not accept a Variation Notice issued pursuant to the Variations Protocol as set out in the Annex to this Appendix A.

6.2 Where the Storage User's access is suspended:

- (a) the Storage User may not use its Registered Storage Capacity or acquire Offered Storage Capacity, and the circumstances referred to in Clause 10.1 of Appendix B will apply;

- (b) Interconnector may include all or part of the Registered Storage Capacity of the Storage User as Offered Storage Capacity;
 - (c) the Storage User shall remain liable to pay Interconnector all Registered Storage Capacity Charges and other amounts which are due and payable to Interconnector and outstanding as at the date of such suspension or that fall due during the period of any suspension;
 - (d) Interconnector shall not be liable to pay any amounts or apply any rebates to amounts payable by the Storage User, including in respect of the Storage User's Registered Storage Capacity that Interconnector re-allocates to another Storage User under sub-paragraph (b), whether or not due, during the period of suspension;
- 6.3 Where Interconnector is satisfied that the circumstances leading to suspension of the Storage User cease to exist, the suspension of the Storage User's access to the Storage Services shall cease and Interconnector shall:
- (a) (unless the Storage User owes any amounts to Interconnector) apply any rebates and payments owing from Interconnector to the Storage User to set-off amounts due and owing from such Storage User and Interconnector shall pay any balance that remains after such set-off to the Storage User, within two (2) Months after the date on which the suspension ceases; and
 - (b) permit the Storage User to use its Registered Storage Capacity in respect of which the Storage Capacity Period has not expired.
- 6.4 Without affecting any other right or remedy available to it under this Interconnector Storage Services Agreement, a Party may terminate this Interconnector Storage Services Agreement and all (and not some) outstanding Storage Capacity Transactions under it with immediate effect by giving notice to the other Party if an Insolvency Event occurs in relation to the other Party or the other Party has committed an offence under Anti-Bribery Laws or is in breach of Clause 4.2(h) or Clause 12.1(b).
- 6.5 Without affecting any other right or remedy available to it under this Interconnector Storage Services Agreement, where:
- (a) the Storage User's access has been suspended by Interconnector under Clause 6.1; and
 - (b) the Storage User has not remedied the non-payment or reason for suspension (as the case may be) within ten (10) Business Days after the date of suspension,
- Interconnector may terminate this Interconnector Storage Services Agreement and all outstanding Storage Capacity Transactions of the Storage User under this Interconnector Storage Services Agreement by written notice to the Storage User (a "**Termination Notice**"). The Termination Notice shall specify the reason for termination and designate a date of termination that will be no later than twenty (20) days after the date on which notice is given.
- 6.6 Where Interconnector has terminated this Interconnector Storage Services Agreement it shall calculate an amount equal to the sum of:

- (a) all amounts due and payable that are unpaid by the Storage User at the date of termination, including in respect of the events or circumstances leading to such termination and under any indemnities in this Interconnector Storage Services Agreement; and
- (b) all of the Monthly Storage Charges that would have been payable by the Storage User in respect of its Registered Storage Capacity that have not been assigned to other Storage Users;

(the "**Termination Amount**") which shall become immediately due and shall be payable on a date Interconnector specifies. Payment of such Termination Amount shall constitute full and final satisfaction of a Storage User's obligations and liabilities under this Interconnector Storage Services Agreement.

6.7 This Interconnector Storage Services Agreement may be terminated by a Storage User, upon such Storage User giving at least ten (10) days' notice in writing of such termination to Interconnector, subject to:

- (a) the relevant User not holding Registered Storage Capacity in respect of any Gas Days after the date of termination;
- (b) there being no outstanding or accrued obligations or liabilities of the relevant Storage User in respect of Registered Storage Capacity it holds on or before the date of termination; and
- (c) there being no obligations or liabilities of the relevant Storage User falling due after the date of termination in respect of Registered Storage Capacity it holds on or before the date of termination.

6.8 Interconnector may terminate this Interconnector Storage Services Agreement by giving at least four (4) months' notice in writing to the Storage User. Upon expiry of such notice, Interconnector shall have no further liability to the Storage User under this Interconnector Storage Services Agreement.

6.9 Termination of this Interconnector Storage Services Agreement will not prejudice any term which is intended to survive termination, nor will it affect accrued obligations and liabilities of the Parties outstanding at the date of termination provided that neither Party will have any further liabilities or obligations after the date of such termination.

6.10 On suspension of the Storage User's rights under Clause 6.1 of this Appendix A, or the termination of the Interconnector Storage Services Agreement for whatever reason, the Storage User will comply with Clause 10 of Appendix B, and shall indemnify Interconnector in respect of any costs or liabilities arising from the Storage User's failure to so comply.

7. Quality

7.1 If the Storage User makes available at the Entry Point Natural Gas which does not comply with the Specification, the Storage User indemnifies Interconnector in respect of the intake into the Interconnector System of such non-compliant Natural Gas and in respect of:

- (a) all costs and expenses incurred by Interconnector in clearing or cleaning all or part of the Interconnector System as may be necessary following the intake of such non-compliant Natural Gas;
- (b) all costs and expenses incurred by Interconnector in taking such measures as are reasonably required to bring such Natural Gas within the Specification (including blending of the non-compliant Natural Gas);
- (c) all costs and expenses incurred by Interconnector in taking such measures that Interconnector is required to take in respect of such non-compliant Natural Gas to provide the Storage Services acting as a Reasonable and Prudent Operator in accordance with applicable laws and consents, to the extent not covered by (a) or (b) above;
- (d) where applicable, any arrangements Interconnector makes on the Storage User's behalf under paragraph 1.6(e) of Schedule F;
- (e) all pollution or other loss or damage to the Interconnector System; and
- (f) all claims, actions and demands made against Interconnector by: (i) other Storage Users; (ii) National Grid Gas; (iii) any users of the National Transmission System; or (iv) any other third Parties in so far as such claims, actions and demands result (directly or indirectly) from such non-compliant Natural Gas.

7.2 If: (i) Interconnector makes available at the Exit Point Natural Gas which does not comply with the Specification; (ii) the Natural Gas made available by the Storage User and all other Storage Users is compliant with such Specification at the Entry Point; and (iii) the Storage User takes redelivery of such Natural Gas, then, unless Clause 7.3 applies, Interconnector indemnifies the Storage User in respect of the redelivery of such Natural Gas including in respect of:

- (a) all costs and expenses incurred by the Storage User in clearing or cleaning any installation downstream of the Exit Point as may be necessary following the Storage User taking redelivery of such Natural Gas;
- (b) all costs and expenses incurred by the Storage User in taking such measures as are reasonably required to bring such Natural Gas within the Specification (including the blending of non-compliant gas); and
- (c) all claims, actions and demands made against the Storage User by a third party (that is not a Storage User, National Grid Gas or a user of the National Transmission System) in so far as such claims, actions and demands result (directly or indirectly) from the Storage User taking redelivery of such Natural Gas which does not comply with the Specification.

7.3 If Natural Gas Interconnector makes available at the Exit Point does not comply with the Specification as a result of: (i) any action by a Shipper under a Shipper Agreement (including a breach of any obligation imposed on the Shipper by Interconnector relating to compliance of Natural Gas with a specification); (ii) any action by a Storage User under an Interconnector Storage Services Agreement (including a breach of any obligation imposed on the Storage User by Interconnector relating to compliance of Natural Gas with a specification); (iii) the intake of non-compliant Natural Gas at the Entry Point; or Force Majeure:

- (a) Interconnector shall not be regarded as being in breach of this Interconnector Storage Services Agreement; and
- (b) Interconnector shall have no liability therefor (nor shall there be any reduction in the Monthly Storage Charge in respect thereof).

Disputes

- 7.4 Either Party may refer a dispute that relates to compliance of any Natural Gas (delivered to the Entry Point or redelivered at the Exit Point under this Interconnector Storage Services Agreement) with the Specification to determination by an Expert in accordance with Clause 14.

8. Liability and Risk

General

- 8.1 Neither Interconnector nor the Storage User shall be liable to the other for:

- (a) any Consequential Losses; or
- (b) any special or incidental loss or damage;

sustained as a result of any action or failure on the part of Interconnector or on the part of the Storage User (including, for this purpose, their respective contractors, subcontractors, employees or representatives) except that such exclusion shall not apply to liability under each of the indemnities in Clauses 2.9(b) and 4.5, 7.1(f) and 7.2(b) of this Appendix A.

- 8.2 The Party in whose favour the indemnities contained in Clauses 2.9(b) and 4.5, 7.1(f) and 7.2(b) of this Appendix A above is given shall:

- (a) notify the indemnifying Party as soon as reasonably practicable of any claim or fact or circumstance which may give rise to a claim;
- (b) not make any admission of liability or any admission of any material fact or matter relating to a claim without the written agreement of the indemnifying Party;
- (c) permit the indemnifying Party to conduct the defence and settlement of any claim (subject to the indemnifying Party undertaking to provide the other Party with such information in relation thereto as that other Party may from time to time reasonably request).

- 8.3 Nothing in this Interconnector Storage Services Agreement restricts or limits a Party's obligation under law to mitigate a loss it may suffer or incur or has suffered or incurred that may give rise to a claim under an indemnity given in this Interconnector Storage Services Agreement.

- 8.4 Nothing in this Interconnector Storage Services Agreement excludes or limits the liability of either Party for death or personal injury resulting from the negligence of such Party.

- 8.5 Nothing in this Interconnector Storage Services Agreement prevents either Party from or restricts it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Interconnector Storage Services Agreement.
- 8.6 Subject to Clause 8.9 nothing in this Interconnector Storage Services Agreement shall be a waiver by either Party of any right or remedy it has (other than under this Interconnector Storage Services Agreement) in respect of a breach by the other Party of any applicable law.
- 8.7 Subject to Clause 8.6, where this Interconnector Storage Services Agreement provides that any amount to be payable by a Party upon or in respect of that Party's breach of any provision of this Interconnector Storage Services Agreement or termination of this Interconnector Storage Services Agreement the remedy conferred by such provision is exclusive of and is in substitution for any remedy in damages in respect of such breach or the event or circumstances giving rise to such breach.
- 8.8 Where this Interconnector Storage Services Agreement provides that any amount to be payable by a Party upon or in respect of that Party's breach of any provision of this Interconnector Storage Services Agreement or termination of this Interconnector Storage Services Agreement the Parties confirm that the amount payable is reasonable and proportionate to protect the interest of the Party in receipt of such payment.
- 8.9 The rights and remedies of the Parties pursuant to this Interconnector Storage Services Agreement exclude and are in place of any rights or remedies of either Party in tort (including negligence and nuisance) in respect of the subject matter of this Interconnector Storage Services Agreement and accordingly, but without affecting the operation of Clauses 8.4 and 8.5 each Party waives any rights or remedies and releases the other Party from any duties or liabilities arising in tort in respect of the subject matter of this Interconnector Storage Services Agreement.
- 8.10 The maximum amount of Interconnector's liability:
- (a) to the Storage User under this Interconnector Storage Services Agreement or, where the Storage User has an Interconnector Access Agreement, under this Interconnector Storage Services Agreement and the Interconnector Access Agreement, for an event or a series of events (whether related or unrelated) arising from any breach of or an act or omission of Interconnector in the course of or in connection with its performance of this Interconnector Storage Services Agreement (or Interconnector Access Agreement) in any Gas Year is two million Pounds Sterling (£2,000,000); and
 - (b) to all Storage Users and to all Shippers under all Interconnector Storage Service Agreements and all Interconnector Access Agreements for an event or a series of events (whether related or unrelated) arising in any Gas Year is four million Pounds Sterling (£4,000,000) and where Interconnector would otherwise be liable for an aggregate amount to Storage Users and Shippers in excess of four million Pounds Sterling (£4,000,000) in a Gas Year, Interconnector's liability to each Storage User and Shipper will be reduced on a pro rata basis so that such limit is not exceeded.

This limit on liability does not apply to the indemnities given under Clause 7.3 and this Clause does not affect the operation of Clause 8.1.

- 8.11 The maximum amount of the Storage User's liability to Interconnector under this Interconnector Storage Services Agreement or, where the Storage User has an Interconnector Access Agreement, under this Interconnector Storage Services Agreement and the Interconnector Access Agreement, for any event or series of events (whether related or unrelated) arising from any breach of or an act or omission of the Storage User in the course of or in connection with its performance under this Interconnector Storage Services Agreement (or Interconnector Access Agreement) in any Gas Year is two million Pounds Sterling (£2,000,000) except that no maximum amount applies to a Termination Amount claimed in accordance with Clause 6.6 or the indemnity given under Clause 2.9(b). This limit on liability does not apply to the indemnities given under Clauses 7.1 and 7.2(b) and this Clause does not affect the operation of Clause 8.1.

Liability for Gas Quality

- 8.12 Interconnector's liability for an event or series of events arising in any Gas Year:
- (a) to the Storage User under the indemnity in Clause 7.2 is subject to a maximum amount of five million Pounds Sterling (£5,000,000);
 - (b) to all Storage Users under the indemnity in Clause 7.2 in all Interconnector Storage Services Agreements is subject to a maximum amount of five million Pounds Sterling (£5,000,000) and where Interconnector would otherwise be liable for an aggregate amount to Storage Users in excess of five million Pounds Sterling (£5,000,000) in a Gas Year, Interconnector's liability to each Storage User will be reduced on a pro rata basis so that such limit is not exceeded.
- 8.13 The Storage User's liability to Interconnector under the indemnity in Clause 7.1 is subject to a maximum amount of five million Pounds Sterling (£5,000,000) for an event or series of events arising in any Gas Year.
- 8.14 If any event or series of events occurs (whether related or unrelated) in any Gas Year in respect of which the Storage User is liable to Interconnector:
- (a) under Clause 7.1; and
 - (b) under any other provision of this Interconnector Storage Services Agreement,
- the maximum amount in aggregate of the Storage User's liability to Interconnector shall be five million Pounds Sterling (£5,000,000) which will apply in substitution for the limits of liability set out in Clause 8.11 and Clause 8.13.
- 8.15 If any event or series of events occurs (whether related or unrelated) in any Gas Year in respect of which Interconnector is liable to the Storage User:
- (a) under Clause 7.2; and
 - (b) under any other provision of this Interconnector Storage Services Agreement,
- the maximum amount in aggregate of Interconnector's liability to the Storage User or to all Storage Users shall be five million Pounds Sterling (£5,000,000) which shall apply in substitution for the limits of liability set out in Clause 8.10 and Clause 8.12. Where Interconnector would otherwise be liable for an aggregate amount to Storage Users

in excess of five million Pounds Sterling (£5,000,000) in a Gas Year, Interconnector's liability to each Storage User will be reduced on a pro rata basis so that such limit is not exceeded.

Risk

8.16 Risk in Natural Gas:

- (a) injected by the Storage User, shall be deemed to pass from National Grid Gas to the Storage User and, immediately thereafter, from the Storage User to Interconnector at the Entry Point; and
- (b) withdrawn by the Storage User, shall be deemed to pass from Interconnector to the Storage User and, immediately thereafter, from the Storage User to National Grid Gas at the Exit Point.

8.17 A Storage User, with respect to Quantities of Natural Gas it is treated as having injected has the right to have such Quantities of Natural Gas redelivered at the Exit Point in accordance with its Withdrawal Nominations, subject to the terms of this Interconnector Storage Services Agreement. A Storage User shall not have any right or entitlement with respect to Quantities of Natural Gas it is treated as having injected otherwise than as referred to in this Clause 8.17.

9. Confidentiality

9.1 Each Party shall give the other all such information:

- (a) as may be reasonably necessary and within that Party's control so as to enable the other to exercise its rights and carry out its obligations under this Interconnector Storage Services Agreement; or
- (b) that must be disclosed to the other Party to enable the other Party to comply with any applicable laws, rules or regulations or the request of a Regulator or a Governmental Authority.

9.2 Any information acquired or received by either of the Parties from the other under or pursuant to this Interconnector Storage Services Agreement, where it is identified as confidential by the disclosing Party or which by its nature would in the ordinary course reasonably be considered confidential, shall be held strictly confidential while this Interconnector Storage Services Agreement is in force and for a period of five (5) years thereafter. Such information shall not be divulged in any way by either Party to any third party without the prior written approval of the other Party, unless it has become a matter of public record (other than as a result of any breach of this Clause 9).

9.3 Notwithstanding the provisions of Clause 9.2, a Party may disclose any information (in the case of (e), (f), (g), (k) and (l) after first having given notice in writing to the other Party of any intended disclosure where permitted under law):

- (a) to any Affiliated Company or to any professional advisers, auditors or consultants (to the extent required for the proper execution of their work) of such Party provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 9;

- (b) to NGG (to the extent required for the proper performance of this Interconnector Storage Services Agreement) provided that NGG shall at all times procure that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 9;
 - (c) to any bona fide intending transferee of the whole or a significant part of the issued share capital of such Party or to any bona fide assignee of the whole or any part of such Party's interest under this Interconnector Storage Services Agreement provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 9;
 - (d) to any financier or bank or financial institution from whom such Party has obtained or is seeking finance or finance related services provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 9;
 - (e) to the extent required by law, rules or regulations or in relation to any stock market regulations;
 - (f) to the extent required by the order of any court having competent jurisdiction;
 - (g) to any competent tax authority;
 - (h) to any directors, officer or employee of the Party in question or to any person engaged in the provision of goods or services to or for such Party if disclosure is necessary or expedient to enable the Party in question to perform its obligations under this Interconnector Storage Services Agreement or to enforce its rights under this Interconnector Storage Services Agreement, provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 9;
 - (i) to any Expert provided that such Expert has entered into a confidentiality undertaking as provided for in Clause 14.3 below;
 - (j) in the course of, and as required or reasonably necessary for the purposes of, any litigation or arbitration;
 - (k) to a Regulator;
 - (l) to any Governmental Authority having jurisdiction over the submitting Party.
- 9.4 Interconnector may from time to time make publicly available aggregated information and information relating to the provision of Storage Services.
- 9.5 The provisions of this Interconnector Storage Services Agreement are without prejudice to the requirements of applicable data protection legislation, including the UK Data Protection Act 2018 and (to the extent applicable) the General Data Protection Regulation 2016/679, and each Party agrees to comply in full with the requirements of such data protection legislation.

10. Notices

10.1 Except for those communications that are referred to in Clause 11.1, a notice given to a Party under or in connection with this Interconnector Storage Services Agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the Party giving it;
- (c) shall be sent to the Party for the attention of the contact and at the address listed or referred to in Clause 6 of the main body of this Interconnector Storage Services Agreement (or to such other contact and address notified by the Party); and
- (d) unless proved otherwise is deemed received as set out in Clause 10.2 if prepared and sent in accordance with this Clause 10.

10.2 This table sets out:

- (a) delivery methods for sending a notice to a Party under this Interconnector Storage Services Agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this Clause have been satisfied subject to the provisions in Clause 10.3.

Delivery method	Deemed delivery date and time
Delivery by hand or by courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage or delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Email.	On the date and at the time it is sent to the email address.

10.3 For the purpose of Clause 10.2 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on a day other than a Business Day, receipt is deemed to take place at 9.00 am on the next Business Day in the place of receipt.

10.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. Communications and Exchange of Information

- 11.1 All invoices, bids or applications to purchase Storage Capacity, Nominations and other communications which are required to be given or made by the Storage User to Interconnector or by Interconnector to the Storage User in accordance with this Interconnector Storage Services Agreement shall be given or made electronically on the Interconnector Information System unless otherwise directed in writing by Interconnector.
- 11.2 Where the Interconnector Information System is not available, all invoices, bids or applications to purchase Storage Capacity, Nominations and other communications shall for the duration of such event be given or made by such alternative means as are specified by Interconnector.
- 11.3 The Storage User's access to the Interconnector Information System shall be subject to the provisions of Schedule E.
- 11.4 All invoices, bids or applications to purchase Storage Capacity, Nominations and other communications are:
- (a) given or made where they are entered on or electronically transmitted to the Interconnector Information System and may be accessed on the Interconnector Information System; and
 - (b) are deemed to have been received by the relevant recipient(s) at the time when they are given or made.

12. Compliance

Bribery and Corrupt Practices

- 12.1 A Party shall (and shall procure that any Related Person shall):
- (a) comply with all applicable laws, statutes, regulations and codes related to anti-bribery and anti-corruption that are of mandatory application to Interconnector or the Storage User (as the case may be) including without limitation the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions ("**Anti Bribery Laws**");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - (c) have and maintain in place during the Term policies and procedures to ensure compliance with this Clause 12.1.
- 12.2 Interconnector may, where it reasonably believes that there is a breach of Clause 12.1(a) or (b) by the Storage User, at any time during the Term request that the Storage User provide certification in writing, signed by two directors, that the Storage User is and has been throughout the Term in full compliance with the requirements of Clause 12.1(a) or (b). Interconnector may also request such information as it might reasonably require to confirm such compliance.

Sanctions and Use of Proceeds

- 12.3 Each Party shall comply with applicable Sanctions.
- 12.4 The Storage User shall not use any revenue or benefit derived from any activity or dealing with a Restricted Person in discharging any obligation due or owing to Interconnector.
- 12.5 The Storage User shall promptly upon becoming aware of them, give written notice to Interconnector of the details of:
- (a) the imposition on it of any Sanctions by any Sanctions Authority; or
 - (b) any claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority.

A failure to give notice under this Clause 12.5 shall not result in suspension or termination under Clause 6.

- 12.6 Where, after the Effective Date, a Party becomes aware of a potential Illegality (as defined in Clause 12.7 below), it shall notify the other Party and:
- (a) either Party; or
 - (b) both Parties;

may take such actions permitted by law to prevent such potential Illegality or mitigate the effects of such potential Illegality on the performance of obligation(s) under or in connection with Capacity Transaction(s) or this Interconnector Storage Services Agreement to the extent they may be affected by such potential Illegality.

- 12.7 Where, notwithstanding any actions taken under Clause 12.6, after the Effective Date, it:
- (a) becomes illegal due to the adoption of or change in any applicable law relating to Sanctions or the decision of a Regulator, a Governmental Authority or court or tribunal of competent jurisdiction relating to a Sanction or Sanctions; or
 - (b) will result in a breach of applicable Sanctions or non-compliance with the decision of a Sanctions Authority;

for a Party ("**Illegality Affected Party**") to perform any obligation(s) under or in connection with this Interconnector Storage Services Agreement (an "**Illegality**"), the Illegality Affected Party may without liability and without affecting any rights or remedies available to it, take one or more of the following actions by giving notice to the other Party:

- (i) suspend performance of the Storage Capacity Transaction(s) or this Interconnector Storage Services Agreement to the extent affected by the Illegality;
- (ii) terminate affected Storage Capacity Transaction(s) or this Interconnector Storage Services Agreement where:

- (1) it determines such termination is required to comply with applicable law or the decision of a Regulator, a Governmental Authority or court or tribunal of competent jurisdiction, to avoid a breach of applicable Sanctions or to comply with the decision of a Sanctions Authority; or
- (2) such Storage Capacity Transaction(s) or this Interconnector Storage Services Agreement have been suspended under sub-paragraph (i) for more than two (2) Gas Years, the Illegality is still prevailing after such period of time and termination is permitted by applicable law.

12.8 Any events or circumstances that fall under this Clause 12 do not constitute Force Majeure.

Anti-Money Laundering

12.9 The Storage User shall promptly on the request of Interconnector supply or procure the supply of such documentation and other evidence as may be reasonably requested by Interconnector in order for Interconnector to carry out "know your customer" or similar checks.

13. General

13.1 This Interconnector Storage Services Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Interconnector Storage Services Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Interconnector Storage Services Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Interconnector Storage Services Agreement. Nothing in this Clause 13.1 shall limit or exclude any liability for fraud.

13.2 Except as expressly provided in this Interconnector Storage Services Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Interconnector Storage Services Agreement.

13.3 A waiver of any right or remedy under this Interconnector Storage Services Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

13.4 A failure or delay by a Party to exercise any right or remedy provided under this Interconnector Storage Services Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Interconnector Storage Services Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 Except as expressly provided in this Interconnector Storage Services Agreement, the rights and remedies provided under this Interconnector Storage Services Agreement are in addition to, and not exclusive of, any rights or remedies provided by English law.

- 13.6 If any provision or part-provision of this Interconnector Storage Services Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 13.6 shall not affect the validity and enforceability of the rest of this Interconnector Storage Services Agreement.
- 13.7 This Interconnector Storage Services Agreement is drafted in the English language. If this Interconnector Storage Services Agreement is translated into any other language for any reason, the English language version shall prevail in the event of any inconsistency or discrepancy.
- 13.8 Any notice given under or in connection with this Interconnector Storage Services Agreement shall be in the English language. All other documents provided under or in connection with this Interconnector Storage Services Agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail in the event of any inconsistency or discrepancy.
- 13.9 Nothing in this Interconnector Storage Services Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.10 This Interconnector Storage Services Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Interconnector Storage Services Agreement.
- 13.11 A person who is not a party to this Interconnector Storage Services Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Interconnector Storage Services Agreement except as provided under Clauses 14, 15 and 16.
- 13.12 Appendices A and B to this Interconnector Storage Services Agreement may be modified from time to time by Interconnector in accordance with the procedure set out in the Variations Protocol contained in the Annex to this Appendix A. Such modifications shall apply to the Storage User and all other Storage Users on a date designated by Interconnector.

14. Resolution of Claims and Disputes

- 14.1 If any dispute arises out of or in connection with this Interconnector Storage Services Agreement, the Parties shall submit the matter to be resolved in accordance with the procedures as described in the remainder of Clause 14 or as described in Clause 15 below.
- 14.2 Where a matter arises under this Interconnector Storage Services Agreement that is to be referred to and determined by an Expert or if the Parties agree that such matter shall be referred to an Expert for determination, such matter shall be determined bilaterally between the Parties to this Interconnector Storage Services Agreement unless Interconnector:

- (a) reasonably determines or is notified by one or more other Storage User(s) (and Interconnector agrees with the Storage User(s)) that the matter which is to be referred to and determined by an Expert is a matter where the outcome is of common interest to one or more Storage Users; and
- (b) notifies all such Storage Users in writing to such effect before the matter has been referred to an Expert for determination;

then in such case that matter shall be referred and determined by the same Expert as part of one and the same expert determination procedure with all such Storage Users.

14.3 The process described below shall apply to a matter to be determined by an Expert:

- (a) an Expert (who shall be a person qualified by education, experience and training and who shall have no conflict of interest) shall be appointed to determine the matter in dispute. He shall be appointed by Interconnector after obtaining the agreement to the appointee from at least fifty percent (50%) of the Storage Users who are party to the relevant dispute. If the parties to the dispute have failed to agree on an Expert within fifteen (15) days, then an Expert shall be appointed by the London Court of International Arbitration, London;
- (b) the parties to the dispute shall promptly provide the Expert with all information (written or oral) and other evidence which is reasonably required for the determination;
- (c) the Expert shall initially produce his decision in draft form and shall circularise his draft decision to the Parties, who shall have a period of twenty eight (28) days in which to revert to the Expert with comments as to matters of fact (but not further or otherwise). As soon as possible after the expiry of such period of twenty eight (28) days the Expert (taking account of such, if any, of the comments of the parties to the dispute as to matters of fact as he in his sole discretion may see fit) shall finalise and render his decision (which shall be in writing in the English language and shall contain the full reasons in support of the decision), and such decision (save for any manifest error or fraud) shall be final and binding on all the parties to the dispute. The Expert shall be deemed not to act as an arbitrator, but shall render any decision as an Expert;
- (d) the costs and expenses of the Expert shall be shared equally between the parties to the dispute;
- (e) the parties to the dispute shall procure that the Expert shall sign an undertaking to be bound by the terms as to confidentiality contained in Clause 10 above.

15. Arbitration

15.1 All disputes, controversies and claims arising out of or in connection with this Interconnector Storage Services Agreement (except those that fall to be decided by an Expert as specifically provided for under this Interconnector Storage Services Agreement) shall be finally decided by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**") by three (3) arbitrators (the "**Arbitrators**") appointed by the International Court of Arbitration of the ICC (the "**ICC Court**") in accordance with the said Rules. Any party to an Interconnector Storage

Services Agreement may initiate arbitration proceedings pursuant to the Interconnector Storage Services Agreement against any other party to an Interconnector Storage Services Agreement in accordance with this Clause.

- 15.2 The ICC Court shall endeavour to select Arbitrators from countries whose laws expressly govern the agreements submitted to the ICC Court as a part of the request for arbitration.
- 15.3 The place of the arbitration shall be London, England. The language of the arbitration shall be English.
- 15.4 Joinder
- (a) Interconnector and the Storage User each consents on the request of the other Party in accordance with Article 7 of the ICC Rules to the joinder of any other Storage User to any arbitration commenced under this Clause 15; and
 - (b) the Storage User further hereby consents to be joined to any arbitration commenced under any other user Interconnector Storage Services Agreement on the request of any party to such arbitration in accordance with Article 7 of the ICC Rules; and
 - (c) if more than one arbitration is commenced under any Interconnector Storage Services Agreements and any party contends that two (2) or more arbitrations are substantially related and that the issues should be heard in one (1) proceeding, the arbitrators selected in the first-filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before those arbitrators. Interconnector and the Storage User each hereby gives its consent in accordance with Article 10 of the ICC Rules to such consolidation.
- 15.5 Summary of case
- (a) A Party initiating arbitration proceedings pursuant to this Interconnector Storage Services Agreement shall prepare a written summary containing a sufficient statement of its case (the "**Summary**"), and if the Party initiating proceedings is the Storage User it shall submit the Summary to Interconnector together with a fee in such reasonable sum as shall be demanded by Interconnector at the same time as submitting its request for arbitration to the Secretariat of the ICC Court.
 - (b) Within seven (7) days of receipt of such Summary (where the Party initiating proceedings is the Storage User), or within seven (7) days of submitting its Request for Arbitration to the Secretariat of the ICC Court (where the Party initiating proceedings is Interconnector), Interconnector shall send a copy of the Summary to all other Storage Users (a "**Notification**").
 - (c) Any party to any Interconnector Storage Services Agreement may, within thirty (30) days from receipt of a Notification, intervene in the arbitration proceedings referred to in a Notification (provided that, in the opinion of the relevant arbitrators, such intervention is substantially related to the subject matter of the dispute under arbitration) by filing a written notice with the Secretariat of the ICC Court. Subject to Clause 10, such written notice shall contain the required information and a copy of each such notice shall be

sent immediately to Interconnector. For the avoidance of doubt, Interconnector and the Storage User each hereby consents to the intervention in proceedings initiated under this Interconnector Storage Services Agreement of any party to any Interconnector Storage Services Agreement.

15.6 Award

- (a) Interconnector and the Storage User shall recognise any award rendered pursuant to arbitration proceedings commenced pursuant to this Interconnector Storage Services Agreement and any award pursuant to any arbitration proceedings commenced under any other Interconnector Storage Services Agreement to which Clause 15.4 or Clause 15.5 applies (whether or not they participated in the arbitration proceedings).
- (b) The Parties hereby waive all judicial recourse against, or the setting aside of, the Award and intend this Clause to constitute a valid exclusion agreement in the sense of Article 192(1) of the Swiss Private International Law Act.
- (c) Awards shall be final and binding on the participating parties as from the date they are made. All awards may, if necessary, be enforced by any court having jurisdiction in the same manner as a judgement in such court.

15.7 The terms of reference for the Arbitrators shall ensure that, irrespective of any provisions in the ICC Rules, information disclosed under the arbitration proceedings is disclosed only to third parties who are bound by obligations of confidentiality which are at least as stringent as those applicable under Clause 10.

16. Applicable Law and Waiver of Immunity

16.1 This Interconnector Storage Services Agreement shall be governed by and construed in accordance with the laws of England.

16.2 To the extent (if at all) that the Storage User may in any jurisdiction in which proceedings may at any time be taken for the enforcement of this Interconnector Storage Services Agreement claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent (if at all) that in any such jurisdiction there may be attributed to the Storage User or its assets any such immunity (whether or not claimed), the Storage User irrevocably agrees not to claim and irrevocably and unconditionally waives such immunity to the fullest extent permitted by the laws of such jurisdiction and consents in respect of each jurisdiction in which proceedings may at any time be taken for the enforcement of this Interconnector Storage Services Agreement to the enforcement or execution of any order or judgment that may be made or given against it in any such proceedings.

16.3 Nothing in any or all of Clauses 8, 14 and 15 shall affect a Party's right, where appropriate, to apply to any court of competent jurisdiction seeking:

- (a) an injunction, specific performance or similar court order to enforce the obligations of the other party; or

- (b) any interim or provisional relief that may be necessary to protect the rights or property of that party pending resolution of the Dispute in accordance with Clause 14 or 15.

Annex to Appendix A

Variations Protocol: Amendments to the Interconnector Storage Services Agreement

1. Variations to the Interconnector Storage Services Agreement

1.1 Appendices A and B and the Schedules to the Interconnector Storage Services Agreement may be modified from time to time in accordance with this Variations Protocol. The Parties acknowledge that, save in specific limited circumstances, all modifications proposed to be made to this Interconnector Storage Services Agreement are also intended to be made to all other Interconnector Storage Services Agreements.

2. Variations to Appendix A (General Terms and Conditions)

2.1 The provisions of Appendix A (General Terms and Conditions) may only be varied by an agreement in writing signed by the Parties specifically referring to this Interconnector Storage Services Agreement.

2.2 Where Interconnector proposes a variation to Appendix A of this Interconnector Storage Services Agreement:

- (a) the Storage User shall not unreasonably withhold, condition or delay its consent to the proposed variation; and
- (b) the Parties shall use their best endeavours to reach agreement on the proposed variation within a period of thirty (30) days.

2.3 For the purposes of paragraph 2.2(a) the Parties agree that a reasonable reason for the Storage User withholding its consent will be that the proposed variation would:

- (a) materially increase the cost to the Storage User of using the Interconnector Storage Services (and Interconnector has not offered to adjust the fees to reflect that additional cost);
- (b) materially prejudice the Storage User's allocation of commercial risk as a Party to the Interconnector Storage Services Agreement; or
- (c) result in the Storage User being unable to comply with its contractual obligations or result in it being in breach of any law, regulation or applicable policy.

2.4 Where the Storage User believes that any of the grounds set out in paragraph 2.3 apply, it shall request that the Parties meet (including virtually) to discuss in good faith appropriate amendments that would be required to avoid those circumstances applying.

2.5 If the Parties fail to agree that any of the grounds set out in paragraph 2.3 apply or cannot agree appropriate amendments to avoid those circumstances applying, in

either case within thirty (30) days of notification of the proposed variation (or such later date as Interconnector may agree), then Interconnector may:

- (a) withdraw the proposed variation; or
- (b) notify the Storage User that it may no longer make requests for new Offered Storage Capacity under paragraph 3 of Appendix B (which shall be without prejudice to the Storage User's right to continue to use its existing Registered Storage Capacity).

2.6 The effective date of a variation agreed in respect of Appendix A shall be the date of the written agreement to vary the Interconnector Storage Services Agreement or, where Interconnector requires the effective date of variation to be the same for each Interconnector Storage Services Agreement, such later date as Interconnector may nominate.

3. Variations to Appendix B and the Schedules

3.1 Appendix B and the Schedules will be reviewed by Interconnector from time to time and where Interconnector wishes to propose one or more amendments to Appendix B or the Schedules then it may in its sole discretion do so in accordance with this paragraph 3.

3.2 Where Interconnector proposes a variation to Appendix B or the Schedules, it shall notify all Storage Users of that variation (a "**Variation Notice**"). The contents of a Variation Notice shall include:

- (a) an explanation of, and the rationale for, the variation(s);
- (b) the proposed effective date on which that variation will take effect; and
- (c) where reasonable to do so having regard to the nature of the variation(s), a copy of the revised Appendix B or Schedule(s) (or an extract thereof) clearly identifying the proposed new or revised text.

3.3 Interconnector shall give all recipients of the Variation Notice a reasonable opportunity and, in any event, not less than thirty (30) days, to review and provide Interconnector with written comments on the Variation Notice.

3.4 The Storage User may on receipt of the Variation Notice:

- (a) accept the Variation Notice by providing written notice to Interconnector;
- (b) propose amendments to the Variation Notice; or
- (c) notify Interconnector that it does not accept the Variation Notice.

3.5 Where the a Storage User proposes amendments to the Variation Notice under paragraph 3.4(b), Interconnector shall consider the proposed amendments and either modify the Variation Notice accordingly or notify that Storage User that the proposed amendments are not accepted. Interconnector shall not be obliged to accept any proposed amendment nor explain its reasons for not accepting a proposed amendment.

- 3.6 Where the Storage User notifies Interconnector that it does not accept the Variation Notice (including after having proposed amendments that have not been accepted) then Interconnector may:
- (a) withdraw the proposed variation; or
 - (b) suspend, with immediate effect, access by the Storage User to the Storage Services under this Interconnector Storage Services Agreement in accordance with Clause 6.1 of Appendix A.
- 3.7 Where the Storage User fails to respond to the Variation Notice within thirty (30) days of its receipt, it will be deemed accepted by the Storage User and this Interconnector Storage Services Agreement will be amended accordingly.
- 3.8 Interconnector will publish a copy of Appendix B and the Schedules on its website and shall make available on its website any such revisions made in accordance with paragraph 3 of this Variations Protocol.

Appendix B

Processes and Procedures applicable to Interconnector Storage Services

1. Introduction and Interpretation

- 1.1 Clauses 1 to 11 of this Appendix B are the processes and procedures applicable to the provision of Storage Services by Interconnector to the Storage User and supplement the General Terms and Conditions in Appendix A.
- 1.2 A reference to a Clause within this Appendix B is, save where it is specifically expressed to be to a Clause in Appendix A, to a Clause in this Appendix B.

2. Scope

- 2.1 For the purposes of this Interconnector Storage Services Agreement:
- (a) "**Storage Capacity Period**" is a period from a specified start time to a specified end time in respect of which Storage Capacity is allocated to a Storage User under a Storage Capacity Transaction;
 - (b) The "**Class**" of Offered Storage Capacity and Registered Storage Capacity is:
 - (i) "**Firm**" where it is not subject to curtailment, except under Clause 9 of Appendix B;
 - (ii) "**Interruptible**" where it is subject to curtailment, including under paragraph 1.1 of Schedule C.
- 2.2 During a Storage Capacity Period, the Storage User may, subject to Clause 3 of this Appendix B:
- (a) inject Natural Gas;
 - (b) store Natural Gas ("**Gas-in-Storage**"); and
 - (c) withdraw Natural Gas,
- in each case in accordance with the provisions of this Interconnector Storage Services Agreement.

3. Allocation of Storage Capacity

- 3.1 "**Offered Storage Capacity**" means the total amount and Class of Injection Capacity, Withdrawal Capacity or Space made available by Interconnector for the injection, storage and withdrawal of Natural Gas.
- 3.2 On each Gas Day and in accordance with the availability of the Storage Services and applicable operating requirements, Interconnector may publish:
- (a) the Offered Storage Capacity that is available for a specific Storage Capacity Period; and
 - (b) the price of the Offered Storage Capacity, which shall be determined in accordance with the applicable Storage Charging Statement.
- 3.3 Interconnector may, following its initial notification, update the price and quantity of Offered Storage Capacity available for the relevant Storage Capacity Period.

- 3.4 Interconnector may make available Offered Storage Capacity under an “**Allocation Mechanism**” being:
- (a) a “**Subscription Process**” that is a mechanism under which Interconnector invites Storage Users to subscribe for and be allocated Offered Storage Capacity for a specified Storage Capacity Period, at such time and under such rules (“**Subscription Rules**”) as Interconnector determines; or
 - (b) a “**Storage Capacity Auction**” that is an auction of Offered Storage Capacity for a specified Storage Capacity Period, that Interconnector makes available on an electronic platform Interconnector has designated for holding such Storage Capacity Auctions and such other functions as Interconnector specifies (the “**Storage Capacity Booking Platform**”), at such time and under such rules (“**Storage Capacity Auction Rules**”) as Interconnector determines.
- 3.5 Where a request for Offered Storage Capacity is accepted by Interconnector, Interconnector shall notify the Storage User of that fact and shall confirm to the Storage User:
- (a) the Storage Capacity that has been allocated to the Storage User (specifying the respective Injection Capacity, Withdrawal Capacity and Space);
 - (b) the Class of Storage Capacity;
 - (c) whether the Storage Capacity is eligible to be transferred as Transferred Storage Capacity under Clause 8 of this Appendix B;
 - (d) the Storage Capacity Period attributable to the Storage Capacity; and
 - (e) the price of the allocated Storage Capacity (which shall be determined by the Storage Charging Statement associated with Interconnector’s advertisement of Offered Storage Capacity).
- 3.6 Interconnector may in its absolute discretion refuse any request for Offered Storage Capacity or reissue at a reduced level any existing grant of Storage Capacity where it reasonably believes that the safe operating parameters may be or are at risk of being exceeded.
- 3.7 Any Storage Capacity purchased by the Storage User under this Clause 3 of Appendix B shall be added to the Storage User’s Registered Storage Capacity in the Interconnector Information System.

4. Registered Storage Capacity

- 4.1 The following capacity rights may be held:
- (a) “**Injection Capacity**” means capacity (expressed as a rate of injection in kWh/hour) for the injection of Natural Gas;
 - (b) “**Space**” means capacity (expressed in kWh) for Gas-in-Storage; and
 - (c) “**Withdrawal Capacity**” means capacity (expressed as a rate of withdrawal in kWh/hour) for the withdrawal of Natural Gas;

each of which (or all of them together) may be referred to as "**Storage Capacity**" under this Interconnector Storage Services Agreement.

4.2 The allocation of Storage Capacity to a Storage User under Clause 3 of this Appendix B gives rise to a legally binding transaction between Interconnector and the Storage User in respect of that Storage Capacity ("**Storage Capacity Transaction**"), the details of which will be recorded in a Confirmation.

4.3 References in this Interconnector Storage Services Agreement to the Storage User's "**Registered Storage Capacity**" in respect of an Hour during a Gas Day means the aggregate of the Storage User's:

- (a) total amount of Injection Capacity held at the Entry Point;
- (b) total amount of Withdrawal Capacity held at the Exit Point; and
- (c) total amount of Space,

in each case as is registered on the Interconnector Information System as being available to the Storage User.

4.4 The Parties acknowledge that the amount of Registered Storage Capacity that a Storage User is shown as holding on the Interconnector Information System at a particular time is a final and conclusive record of the Registered Storage Capacity of the Storage User at that time.

5. **Gas-In-Storage**

5.1 The Storage User's "**Gas-In-Storage**" at the end of each Gas Day during the Storage Capacity Period is:

- (a) The sum of:
 - (i) the Storage User's Gas-In-Storage (if any) at the start of such Gas Day;
 - (ii) the quantities of Natural Gas injected by the Storage User during that Gas Day; and
 - (iii) the quantities of Natural Gas subject to Transfers under Clause 8 of this Appendix B where the Storage User is the Storage Transferee during that Gas Day;

less

- (b) The sum of:
 - (i) the quantities of Natural Gas withdrawn by the Storage User during that Gas Day; and
 - (ii) the quantities of Natural Gas subject to Storage Transfers under Clause 8 of this Appendix B where the Storage User is the Transferor during that Gas Day.

6. Injection and Withdrawal

- 6.1 The Storage User may inject a Quantity of Natural Gas up to but not exceeding its Registered Space in accordance with the terms set out in this Interconnector Storage Services Agreement by making an Injection Nomination in accordance with Schedule B.
- 6.2 The Storage User shall withdraw a Quantity of Natural Gas up to but not exceeding its Gas-in-Storage in accordance with the terms set out in this Interconnector Storage Services Agreement by making a Withdrawal Nomination in accordance with Schedule B.
- 6.3 The Storage User shall ensure that its Withdrawal Nominations for each Storage Capacity Period are sufficient to reduce its Gas-in-Storage to zero by the end of that Storage Capacity Period.
- 6.4 To the extent the Storage User's Withdrawal Nomination is lower than required to remove the Storage User's Gas-in-Storage by the end of the Storage Capacity Period Interconnector shall increase the Withdrawal Nomination by an appropriate amount to achieve that outcome and the Storage User shall be liable for all additional costs associated with Interconnector having to take action under this Clause 6.4.

7. Charges

- 7.1 The Storage User shall pay charges for:
- (a) its Registered Storage Capacity in relation to each Hour within a Storage Capacity Period that it holds Registered Storage Capacity under Clause 4 of this Appendix B; and
 - (b) its Storage Entry Allocations and Storage Exit Allocations under paragraph 7 of Schedule B.

Storage Capacity Charges

- 7.2 The Storage User shall pay Interconnector Storage Capacity Charges in relation to:
- (a) its Registered Injection Capacity;
 - (b) its Registered Space; and
 - (c) its Registered Withdrawal Capacity,
- in each case, for each Hour in a Storage Capacity Period that it holds Registered Storage Capacity. The Injection Capacity Charge, Space Charge and Withdrawal Capacity Charge will together be referred to as the "**Storage Capacity Charges**".
- 7.3 The amount payable by a Storage User for its Registered Storage Capacity in any Hour shall be the sum of the charges of its Injection Capacity, Space and Withdrawal Capacity (or such of them as the Storage User holds Registered Storage Capacity for) set out in all such Storage Capacity Transactions for that Hour.

Injection and Withdrawal Charges

- 7.4 The Storage User shall pay the following charges in respect of each Hour within a Storage Capacity Period that it makes injections and withdrawals:
- (a) In respect of injections, an Injection Charge; and
 - (b) In respect of withdrawals, a Withdrawal Charge,
- and the Injection Charge and Withdrawal Charge will together be referred to as the "**Injection and Withdrawal Charges**".
- 7.5 The determination of the confirmed Nominated Injection Quantities and confirmed Nominated Withdrawal Quantities (as adjusted) in respect of which the Storage User shall pay the Injection and Withdrawal Charges for each Hour that it makes injections and/or withdrawals is set out In Schedule B (*Nominations*).
- 7.6 The Storage User shall pay Interconnector the Injection and Withdrawal Charges equal to:
- (a) the Storage User's Storage Entry Allocation at the Bacton Entry Point for each Gas Day multiplied by the applicable Injection Unit Cost at Bacton for that Gas Day; plus
 - (b) the Storage User's Storage Exit Allocation at the Bacton Exit Point for a Gas Day multiplied by the applicable Withdrawal Unit Cost at Bacton for that Gas Day.
- 7.7 in accordance with the procedure set out in Clause 2 (Invoicing and Payment) of Appendix A.

8. Storage Capacity Transfers

- 8.1 For the purposes of this Interconnector Storage Services Agreement;

"**Transferred Storage Capacity**" means the amount of Registered Storage Capacity that is to be transferred;

"**Storage Transfer**" means a transfer of Registered Storage Capacity or Gas-in-Storage (as the case may be) under Clause 8 of this Appendix B;

"**Storage Transferor**" means the person making a Storage Transfer;

"**Storage Transferee**" means the person receiving a Storage Transfer;

"**Storage Transfer Date**" means the Gas Day on which the Storage Capacity Transfer or Storage Gas Transfer shall have effect.

- 8.2 The Storage User may:

- (a) in respect of any Storage Capacity Period, transfer all or part of its Registered Storage Capacity to another Storage User or receive a transfer of Registered Storage Capacity from another Storage User (a "**Storage Capacity Transfer**");
or

- (b) transfer all or part of its Gas-in-Storage to another Storage User or receive a transfer of Gas-in-Storage from another Storage User (a "**Storage Gas Transfer**"),

in each case subject to and in accordance with this Clause 8 of this Appendix B and the provisions of Schedule D.

8.3 The Gas-In-Storage transferred under a Storage Gas Transfer in respect of which the Storage User is the Storage Transferor may not exceed:

- (a) the sum of:
- (i) The Storage User's Gas-In-Storage at the beginning of the Storage Transfer Date;
 - (ii) The Quantity of Natural Gas nominated for injection by the Storage User on the Storage Transfer Date; and
 - (iii) The Quantities of Natural Gas subject to approved Storage Gas Transfers made in favour of the Storage User and which are effective on the Storage Transfer Date;

less

- (b) the sum of:
- (i) The Quantity of Natural Gas nominated for withdrawal by the Storage User on the Storage Transfer Date; and
 - (ii) The Quantities of Natural Gas subject to approved Storage Gas Transfers made by the Storage User in favour of other Storage Users and which are effective on the Storage Transfer Date.

8.4 The Gas-In-Storage transferred under a Storage Gas Transfer in respect of which the Storage User is the Storage Transferee may not exceed;

- (a) the sum of:
- (i) The Storage User's Space on the Storage Transfer Date;
 - (ii) The Quantities of Natural Gas nominated for withdrawal by the Storage User on the Storage Transfer Date; and
 - (iii) The Quantities of Natural Gas subject to approved Storage Gas Transfers made by the Storage User in favour of other Storage Users and which are effective on the Storage Transfer Date, less

- (b) the sum of:
- (i) The Storage User's Gas-In-Storage at the beginning of the Storage Transfer Date;
 - (ii) The quantities of Natural Gas nominated for injection by the Storage User on the Storage Transfer Date; and

- (iii) The quantities of Natural Gas subject to approved Storage Gas Transfers made in favour of the Storage User and which are effective on the Storage Transfer Date.
- 8.5 The Transferred Storage Capacity under a Storage Capacity Transfer in respect of which the Storage User is the Transferor may not exceed the amount of the Storage User's Registered Storage Capacity on the Transfer Date.
- 8.6 In relation to any proposed Storage Capacity Transfer or Storage Gas Transfer:
 - (a) The Storage User will make any request for a Storage Capacity Transfer or Storage Gas Transfer in accordance with the process described in Schedule D (Transfer);
 - (b) No proposed Storage Capacity Transfer or Storage Gas Transfer in respect of a Gas Day will be effective until it has been approved in the Interconnector Information System by Interconnector;
 - (c) Interconnector will have no liability to the Storage User arising from the unavailability of the Interconnector Information System on any Gas Day and Interconnector makes no representation that the Interconnector Information System will be available on any particular Gas Day or that the Storage User will be able to make any number of Capacity Transfers or Storage Gas Transfers under this Interconnector Storage Services Agreement on any particular Gas Day;
 - (d) Interconnector may substitute the Interconnector Information System with an alternative facility for the purposes of allowing the Storage User to propose or accept Capacity Transfers or Storage Gas Transfers by giving not less than 30 days' notice to the Storage User; and
 - (e) Interconnector reserves the right to withdraw the Interconnector Information System (or such parts of it as relate to the Storage User's ability to request Transfers) in its entire discretion if it considers the continued provision of the Interconnector Information System to the Storage User and other Storage Users is or will be contrary to any Legal Requirement.
- 8.7 The Transferor will remain liable to Interconnector for the payment of charges relating to the Transferred Storage Capacity.

9. Constraints

9.1 Storage Constraint

- 9.1.1 Where Interconnector has interrupted Interruptible Storage Capacity in accordance with paragraph 1.1 of Schedule C and such interruption is continuing, and Interconnector determines it will be operating on the Gas Day or any part thereof subject to a constraint that affects the rate at which Interconnector can accept delivery of or redeliver Natural Gas in respect of Storage User's Firm Registered Storage Capacity ("**Storage Constraint**") Interconnector shall notify Storage Users holding Firm Registered Storage Capacity the maximum total Quantity of Natural Gas per hour which Interconnector is able to physically accept or (as the case may be) physically redeliver at the (the "**Maximum Constrained Quantity**").

9.1.2 Where a Storage Constraint occurs, for each hour of the Gas Day during which Interconnector is unable in accordance with Storage Users' aggregate Confirmed Nomination Storage Quantities to:

- (a) accept delivery of Natural Gas, Interconnector shall reduce the Confirmed Storage Nomination Quantities for injection pro rata, so that the Net Aggregate Confirmed Storage Nomination Quantity (after applying that reduction) for that hour shall be equal to the Maximum Constrained Quantity; and
- (b) redeliver Natural Gas, Interconnector shall reduce the Confirmed Nomination Storage Quantities for withdrawal pro rata, so that the Net Aggregate Confirmed Storage Nomination Quantity (after applying that reduction) for that hour shall be equal to the Maximum Constrained Quantity.

9.1.3 Interconnector shall notify the affected Storage Users of the estimated end date and time of the Storage Constraint and after the Storage Constraint has ceased, the end time and date.

9.2 **National Transmission System Constraint**

- (a) Where in respect of any Gas Day the injection or withdrawal of Natural Gas is prevented or reduced as a result of a constraint on the National Transmission System at the Bacton Storage Connection Point (an "**NTS System Constraint**") Interconnector shall reduce its rate of injection or withdrawal accordingly.
- (b) Upon the occurrence of an NTS System Constraint, Interconnector shall procure from National Grid Gas the NTS Processed Injection Nomination Quantity and the NTS Processed Withdrawal Nomination Quantity in accordance with paragraph 4 of Schedule B4, identifying the reduced Quantities of Natural Gas available for injection or withdrawal at the Bacton Storage Connection Point (the "**Constrained Injection and Withdrawal Quantities**").
- (c) Interconnector shall as soon as reasonably practicable after it receives or calculates the Constrained Injection and Withdrawal Quantities, allocate a proportionate reduction between Storage Users intending to make injections or withdrawals on that Gas Day and shall thereafter promptly notify the Storage User of the reduced Quantity of Natural Gas that that Storage User may inject or withdraw at the Bacton Storage Connection Point on that Gas Day (the "**Constrained Nomination Quantities**").
- (d) The Constrained Nomination Quantities will supersede the Storage User's Injection Nomination Quantity or Withdrawal Nomination Quantity at the Bacton Storage Connection Point on that Gas Day.
- (e) The issue by Interconnector of Constrained Nomination Quantities shall not affect the right of the Storage User to submit a new or revised Injection Nomination Quantity or Withdrawal Nomination Quantity to Interconnector in accordance with Schedule C, provided that any new or revised Nomination is not greater than the Constrained Nomination Quantities for that Gas Day.

10. **Gas-In-Storage during a suspension or at the end of the Storage Services Agreement**

- 10.1 Where the rights of the Storage User are suspended under Clause 6.1 of Appendix A or this Interconnector Storage Services Agreement is terminated for whatever reason and the Storage User has Gas-in-Storage then on the Gas Day immediately preceding the date of suspension or termination date (as applicable):
- (a) the Storage User shall be deemed to have made a Withdrawal Nomination;
 - (b) Interconnector shall withdraw the Storage User's Gas-in-Storage (if any) at the Storage User's maximum Withdrawal Capacity; and
 - (c) the Storage User will take delivery of all Gas-in-Storage at the Exit Point.
- 10.2 On the effective date of termination, the Storage User shall cease to be entitled to make nominations in relation to its Registered Storage Capacity.

11. Maintenance

11.1 General

- 11.1.1 Interconnector shall maintain the Interconnector System acting as a Reasonable and Prudent Operator.

11.2 Long-Term Planned Maintenance

- 11.2.1 By September of each year, Interconnector shall notify the Storage Users of the proposed Month within which Interconnector shall carry out planned maintenance of the Interconnector System during the following calendar year and the corresponding estimated reductions of Registered Storage Capacity (the "**Long-Term Planned Maintenance**").
- 11.2.2 Interconnector shall prepare its Long-Term Planned Maintenance to the extent reasonably practicable, so as to minimise disruption to the use of Registered Storage Capacity by Storage Users.
- 11.2.3 Interconnector shall take into account any comments from Storage Users on the Long-Term Planned Maintenance period proposed in accordance with Clause 11.2.1 of this Appendix B.
- 11.2.4 Interconnector shall use its reasonable endeavours to notify the Storage Users of the timing and the number of Maintenance Days during which the final Long-Term Planned Maintenance will occur no later than forty two (42) days in advance of the Long-Term Planned Maintenance commencing.
- 11.2.5 Interconnector retains the right to:
- (a) adjust the duration or the dates of any Long-Term Planned Maintenance; or
 - (b) to cancel any Long-Term Planned Maintenance;
- due to exceptional circumstances and will provide as much notice to Storage Users as reasonably practicable of any such adjustment or cancellation.

11.3 Short-Term Planned Maintenance

11.3.1 Interconnector may perform maintenance of the Interconnector System not included in the Long-Term Planned Maintenance to maintain its safety or integrity (the "**Short-Term Planned Maintenance**").

11.3.2 Interconnector shall notify Storage Users via its website of any Short-Term Planned Maintenance which may affect Storage Users, including:

- (a) the start time and the estimated duration of such Short-Term Planned Maintenance; and
- (b) the estimated extent to which Offered Storage Capacity may be affected;

as soon as possible and by no later than ten (10) Business Days before such Short-Term Planned Maintenance is due to start.

11.3.3 Interconnector, acting as a Reasonable and Prudent Operator, shall use reasonable endeavours to minimise the effect of Short-Term Planned Maintenance.

11.4 **Maintenance Days**

11.4.1 The total number of days in a calendar year during which Long Term Planned Maintenance or Short-Term Planned Maintenance may reduce Firm Registered Storage Capacity (the "**Maintenance Days**") shall not, in aggregate, be more than fifteen (15) Days per calendar year (the "**Maintenance Days Limit**").

11.4.2 The number of Maintenance Days shall be calculated on a full day equivalent basis meaning that for illustration only:

- (a) if Firm Registered Storage Capacity is reduced during six (6) hours it shall be accounted for as 0.25 of a day; and,
- (b) if fifty percent (50%) of Firm Registered Storage Capacity is reduced during four (4) complete days it shall be accounted for as two (2) days.

11.5 **Adjustment of Storage Capacity Charges**

11.5.1 Subject to Clause 11.5.2 of this Appendix B, the Storage User shall remain liable to pay Storage Capacity Charges in full for Registered Storage Capacity during Long Term Planned Maintenance and Short-Term Planned Maintenance.

11.5.2 If the aggregate number of Maintenance Days for a calendar year exceeds the Maintenance Days Limit, Interconnector shall reduce the Storage Capacity Charges for Registered Storage Capacity pro-rata to any reduction in Registered Storage Capacity for such excess days as the sole remedy for a Storage User.

Schedule A

Definitions and Interpretation

1. Definitions and Interpretation

- 1.1 Except where expressly specified otherwise, the following expressions (when used in this Interconnector Storage Services Agreement) shall have the meanings set out against them below:

"Acceptable Credit Support"	has the meaning given in Clause 3.2(a) of Appendix A
"Affiliated Company"	means, in relation to either Party, any holding company or subsidiary company of that Party or any company which is a subsidiary of such holding company, and the expressions, " holding company " and " subsidiary " shall have the meanings specified in Section 1159 of the Companies Act 2006:
"Anti Bribery Laws"	has the meaning given in Clause 12.1 (a) of Appendix A;
"Arbitrators"	has the meaning given in Clause 15.1 of Appendix A
"Available Hours"	means all the hours of all the days in any calendar year excluding any period(s) of maintenance to the Interconnector Information System on reasonable notice or any period(s) of emergency maintenance to the Interconnector Information System when necessary on no notice or any period(s) of time where access to the Interconnector Information System is impossible due to external events or circumstances outside Interconnector's control;
"Available Registered Injection Capacity"	means the Injection Capacity which the Storage User holds on a Gas Day and after taking account of any Storage Capacity Transfer determined in accordance with paragraph 2.1 of Schedule D;
"Available Registered Space"	means the Space which the Storage User holds on a Gas Day and after taking account of any Storage Capacity Transfer determined in accordance with paragraph 2.1 of Schedule D;

"Available Registered Withdrawal Capacity"	means the Withdrawal Capacity which the Storage User holds on a Gas Day and after taking account of any Storage Capacity Transfer determined in accordance with paragraph 2.1 of Schedule D;
"Bacton Entry Point", "Bacton Exit Point" and "Bacton Storage Connection Point"	mean respectively the Entry Point, Exit Point and Storage Connection Point at Bacton;
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are generally open for business in London;
"CET"	means Central European Time;
"Class"	has the meaning given in Clause 2.1(b) of Appendix B
"Coded Counterparty Information"	has the meaning given in paragraph 3.1(c) of Schedule B;
"Communication"	means any contractual or operational communication to be given by the Storage User to Interconnector or by Interconnector to the Storage User under this Interconnector Storage Services Agreement;
"Confirmation"	means any form or evidence (written or electronic) confirming sale by Interconnector and purchase by the Storage User of Storage Capacity for use on a Gas Day;
"Confirmed Storage Nomination Quantity"	has the meaning given in Schedule B5.1 of Schedule B;
"Consequential Losses"	<p>means:</p> <ul style="list-style-type: none"> (a) any indirect cost, expense, loss or damage; (b) any consequential cost, expense, loss or damage; (c) any loss arising under an Interconnector Access Agreement; <p>and to the extent not covered by paragraphs (a), (b) or (c) and whether or not direct or indirect: any loss of use, loss of income, loss of actual or anticipated profits, loss of contract, loss of production, loss of revenue, loss of or damage to goodwill and reputation, loss of margin, loss caused by business interruption and loss of anticipated savings;</p>

"Constrained Injection and Withdrawal Quantities"	has the meaning given in Clause 9.2(c) of Appendix B;
"Constrained Nomination Quantities"	has the meaning given in Clause 9.2(c) of Appendix B;
"Contingency Arrangements"	means such arrangements as Interconnector may adopt from time to time to deal with any material failures in the Interconnector Information System and/or in the connections within the Interconnector Area of Responsibility;
"Corresponding NTS Nomination"	has the meaning given in paragraph 3.1(d) of Schedule B;
"Counterparty NTS User"	has the meaning given in paragraph 3.1(a) of Schedule B;
"Credit Criteria"	has the meaning given to such term in Clause 3.1 of Appendix A;
"Credit Support Amount"	has the meaning given to such term in Clause 3.2(b) of Appendix A;
"Credit Support Provider"	has the meaning given to such term in Clause 3.2(d) of Appendix A;
"CREG"	means the Commission de Régulation de l'Électricité et du Gaz, of Belgium;
"Data Protection Legislation"	means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
"Destructive Features"	has the meaning given in paragraph 1.6 of Schedule E;
"Due Date"	has the meaning given in Clause 2.3(b) of Appendix A;
"Entry Point"	means any Connection Point which allows the delivery of Natural Gas from the NTS (whether or not Natural Gas is physically flowing at that point at any given time);

"Euros" and the sign "€"	mean the lawful currency of the member states of the European Union that have adopted the single currency;
"Exit Point"	means any Connection Point which allows the delivery of Natural Gas into the NTS (whether or not Natural Gas is physically flowing at that point at any given time);
"Expert"	means an expert appointed in accordance with the provisions of Clause 14 Appendix A;
"Exposure"	has the meaning given in Clause 3.2(c) of Appendix A;
"Failed Delivery Quantity"	has the meaning given in Clause 2.4 of Schedule F;
"Firm"	Has the meaning given in Clause 2.1 (b) of Appendix B;
"Force Majeure"	has the meaning given in Clause 5 of Appendix A;
"Full Hour":	a full clock hour, zero minutes, thus 06:00 hrs; 07:00 hrs; 08:00 hrs; 09:00 hrs; 10:00 hrs; 11:00 hrs; 12:00 hrs; 13:00 hrs; 14:00 hrs; 15:00 hrs; 16:00 hrs; 17:00 hrs; 18:00 hrs; 19:00 hrs; 20:00 hrs; 21:00 hrs; 22:00 hrs; 23:00 hrs; 24:00 hrs; 00:00 hrs; 01:00 hrs; 02:00 hrs; 0300 hrs; 04:00 hrs; or 05:00 hrs, as applicable;
"Gas Day"	means the period beginning at 06.00 hours (CET) on a day and ending at 06.00 hours (CET) on the immediately following day;
"Gas-In-Storage"	has the meaning given in Clause 2.2 of Appendix B;
"Gas Year"	means the period beginning on Gas Day 1 October of any year and ending on Gas Day 1 October of the immediately following year;
"Governmental Authority"	means: (a) any governmental authority or statutory, legal, fiscal, monetary or administrative body (whether it be domestic, foreign, international, supranational, state or local and including, without limitation, any such authority or body of the European Communities) which operates or has jurisdiction, directly or indirectly, in the United Kingdom or in Belgium over the Storage Services, other than a Regulator;

	<p>(b) any instrumentality, commission, court or agency of any of the above, however constituted; or</p> <p>(c) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant.</p>
"Hour"	a period of sixty (60) minutes starting on the Full Hour;
"Hourly Quantity"	has the meaning given in paragraph 1.2 of Schedule B;
"ICC Court"	has the meaning given in Clause 15.1 of Appendix A;
"ICC Rules"	has the meaning given in Clause 15.1 of Appendix A;
"ID Code"	means a unique identification code issued by Interconnector to a Storage User or by National Grid Gas to an NTS User for the purposes of Storage Nomination matching pursuant to paragraph 4 of Schedule B;
"Illegality Affected Party"	has the meaning given in Clause 12.7 of Appendix A;
"Illegality"	has the meaning given in Clause 12.7 of Appendix A;
"Injection and Withdrawal Charges"	has the meaning given in Clause 7.4 of Appendix B;
"Injection Capacity Transfer"	means a transfer of Injection Capacity;
"Injection Capacity"	has the meaning given in Clause 4.1(a) of Appendix B;
"Injection Charge"	has the meaning given in Clause 7.4(a) of Appendix B;
"Injection Unit Cost at Bacton"	means the unit cost in p/kWh of injecting Natural Gas at Bacton as set out in the Storage Charging Statement;
"Injection Nomination Quantity"	has the meaning given in paragraph 1.2(a) of Schedule B;

"Injection Nomination"	has the meaning given in paragraph 1.1(a) of Schedule B;
"Insolvency Event"	<p>means, in relation to a Party, that the Party:</p> <ul style="list-style-type: none"> (a) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger); (b) is unable or admits its inability to pay its debts as they become due; (c) by reason of actual or anticipated financial difficulty makes an assignment, compromise or arrangement or composition with or for the benefit of all or a class of its creditors; (d) has instituted against it, or by it, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law, or a petition is presented for its winding-up or liquidation or the appointment of an administrator, other than, in the case of any such proceeding or petition instituted or presented against it, if such proceeding or petition is frivolous, vexatious or being contested in good faith and is not dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management, liquidation or administration (other than pursuant to a solvent consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, administrative receiver, liquidator, compulsory manager, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party enforce security over all or substantially all of its assets; (h) has any distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or all or substantially all of its assets and such process is not dismissed, discharged, stayed or restrained in each case within fourteen (14) days;

	(i) causes or is subject to any event with respect to it which under the applicable laws has an analogous effect to any of the events specified in paragraphs (a) to (h) above;
"Interconnector System"	means the pipeline and associated facilities owned and operated by Interconnector Limited;
"Interruptible"	has the meaning given in Clause 2.1 of Appendix B;
"Interruption Effective Time"	is the time, on the Hour, with effect from which such Interruption Notice is to take effect;
"Interconnector Access Agreement"	means an agreement between Interconnector and a Shipper for access to the Transportation Services;
"Interconnector Information System"	means the following as modified from time to time by Interconnector: <ul style="list-style-type: none"> (a) the Interconnector online application which is used for the provision of services by or on behalf of Interconnector including the receipt and dissemination of information in connection with a Storage Services Agreement; (b) links between the system in paragraph (a) and third party systems including systems of adjacent transmission operators, trading platforms, exchanges and any other essential applications; (c) the access passwords and security codes for such system (to the extent the same are under the control or in the possession of Interconnector); and (d) all system manuals, training manuals and related documentation in electronic and physical forms;
"Interconnector Privacy Policy"	means Interconnector's policy (as amended from time to time) on how Interconnector collects and handles Personal Information;
"Interconnector Storage Services Agreement"	has the meaning given in Clause 5 of the main body of the Interconnector Storage Services Agreement;
"Kilowatt Hour" or "kWh"	means three decimal six (3.6) Megajoules;
"kWh/Hour or kWh/h"	means kWh per Hour;

"Legal Requirement"	means any Act of Parliament, regulation, licence or Directive of a Competent Authority;
"Long-Term Planned Maintenance"	has the meaning given in Clause 11.2.1 of Appendix B;
"Maintenance Days"	has the meaning given in Clause 11.4.1 of Appendix B;
"Maintenance Days Limit"	has the meaning given in Clause 11.4.1 of Appendix B;
"Maximum Constrained Quantity"	has the meaning given in Clause 9.1.2 of Appendix B;
"Month"	means the period starting on the first Gas Day of any calendar month and ending on the first Gas Day of the next succeeding calendar month;
"Monthly Administration Fee"	the fee that a Shipper shall pay to Interconnector each Month to cover ongoing administration costs.
"Monthly Storage Charge"	means the aggregate amount payable by the Storage User to Interconnector each month as set out in Clause 2.2 of Appendix A;
"National Grid Gas" or "NGG"	means National Grid Gas plc as operator of the NTS;
"National Transmission System" or "NTS"	means the principal pipeline system operated by National Grid Gas the conveyance of Natural Gas through which is authorised by the National Grid Gas Licence;
"Natural Gas"	means any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at a temperature of fifteen (15) Celsius and at atmospheric pressure are or is predominantly in the gaseous state;
"New Storage User"	means the Storage User that has executed this Interconnector Storage Services Agreement;
"Notification"	has the meaning given in Clause 15.5(b) of Appendix A;
"NTS Entry Capacity"	has the meaning given to such term in the UNC;
"NTS Exit Capacity"	has the meaning given to such term in the UNC;

"NTS Nomination"	has the meaning given in paragraph 3.1(b) of Schedule B;
"NTS Processed Injection Nomination Quantity"	has the meaning given in paragraph 4.1 of Schedule B;
"NTS Processed Withdrawal Nomination Quantity"	has the meaning given in paragraph 4.2 of Schedule B;
"NTS System Constraint"	has the meaning given in Clause 9.2(a) of Appendix B;
"NTS User"	means in relation to the NTS, any person who is for the time being entitled to arrange with National Grid Gas either (a) for Natural Gas which has been conveyed in the NTS to be delivered to the Interconnector System at the Entry Point or (b) for Natural Gas which has been stored in the Interconnection System to be delivered to the NTS at the Exit Point
"Offered Storage Capacity"	has the meaning given in Clause 3.1 of Appendix B;
"Ofgem"	means the Office of Gas and Electricity Markets;
"Party"	means either Interconnector or the Storage User as the context may require, and " Parties " means Interconnector and the Storage User (together);
"Permitted Recipients"	means the parties to this Interconnector Storage Services Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Interconnector Storage Services Agreement;
"Personal Data"	has the meaning given in paragraph 5.1 of Schedule E;
"Pounds Sterling", "Sterling" and the sign "£"	means the lawful currency of the United Kingdom;
"Quantity of Natural Gas"	means a quantity of Natural Gas expressed in kWh;
"Rating"	has the meaning given in Clause 3.1 of Appendix A;
"Ratings Test"	has the meaning given in Clause 3.1 of Appendix A;

"Reasonable and Prudent Operator"	means a person acting, in good faith, to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances or conditions, and the expression " Standard of a Reasonable and Prudent Operator " shall be construed accordingly;
"Registered Storage Capacity"	has the meaning given in Clause 4.3 of Appendix B;
"Regulator"	means CREG or Ofgem as the case may be;
"Renomination Effective Time"	has the meaning given in paragraph 6.1 of Schedule B;
"Renomination"	means a Nomination which revises a Nomination previously submitted for such Gas Day (including a Renomination);
"Short Term Planned Maintenance"	has the meaning given in Clause 11.3 of Appendix B;
"Shipper"	means any person or entity that is for the time being party to an Interconnector Access Agreement;
"Shipper Agreement"	means in relation to a Shipper, the Interconnector Access Agreement to which such Shipper is party (together with the other codes and transactions that form part of that Interconnector Access Agreement);
"SONIA"	means the Sterling Overnight Index Average administered and published by the Bank of England (or a successor administration);
"Space Transfer"	means a Transfer of Space in accordance with Clause 8.2(a) Appendix B;
"Space"	has the meaning given in Clause 4.1(b) of Appendix B;
"Specification"	has the meaning given in paragraph 1.1 of Schedule F;
"Storage Capacity Charges"	has the meaning given in Clause 7.2 of Appendix B;

"Storage Capacity Period"	has the meaning given in Clause 2.1(a) of Appendix B
"Storage Capacity Transaction"	has the meaning given in Clause 4.12 of Appendix B;
"Storage Capacity Transfer"	has the meaning given in Clause 8.2(a) of Appendix B;
"Storage Capacity"	has the meaning given in Clause 4.1 of Appendix B;
"Storage Charging Statement"	means the schedule of charges that are payable by the Storage User in respect of the Storage Services, as published by Interconnector from time to time;
"Storage Constraint"	has the meaning given in Clause 9.1 of Appendix B;
"Storage Entry Allocation"	has the meaning given in paragraph 7.1 of Schedule B;
"Storage Exit Allocation"	has the meaning given in paragraph 7.1 of Schedule B;
"Storage Services"	means the services offered by Interconnector for a Storage User to inject, store and withdraw Natural Gas via the Bacton Storage Connection Point;
"Storage Gas Transfer"	has the meaning given in Clause 8.2(b) of Appendix B;
"Storage Interruption Notice"	has the meaning given in paragraph 1.2 of Schedule C;
"Storage Interruption"	has the meaning given in paragraph 1.1 of Schedule C;
"Storage Nomination Effective Time"	has the meaning given in paragraph 1.3 of Schedule B
"Storage Nomination"	has the meaning given in paragraph 1.1 of Schedule B;
"Storage Renomination Effective Time"	has the meaning given in paragraph 6.2 of Schedule B;
"Storage Transfer Date"	has the meaning given in Clause 8.1 of Appendix B;

"Storage Transfer Period"	has the meaning given in Clause 8.1 of Appendix B;
"Storage Transferee"	has the meaning given in Clause 8.1 of Appendix B;
"Storage Transferor"	has the meaning given in Clause 8.1 of Appendix B;
"Storage User Area of Responsibility"	means all or any of the Storage User Equipment, Storage User Software, technology, telecommunications, access passwords or security codes under the control of or in the possession of the Storage User and which the Storage User intends to use, and uses, to access the Interconnector Information System, excluding anything which is within the Interconnector Area of Responsibility;
"Storage User Connections"	means the different methods by which the Storage User receives information from and/or sends information to the Interconnector Information System such as Internet Access using Storage User Software or Transmission Protocol;
"Storage User Equipment"	"means the items of equipment, excluding any item of equipment which is within the Interconnector Area of Responsibility, which the Storage User intends to use, and uses, to access the Interconnector Information System and such items of equipment up to and including the data connection through the Storage User's internet service provider to the internet which facilitates the Storage User's access to the Interconnector Information System;
"Storage User Software"	means the third party web browser or other technology which the Storage User intends to use and uses to access the Interconnector Information System;
"Storage User"	means any person or entity that is for the time being entitled to access the Storage Services pursuant to an Interconnector Storage Services Agreement;
"Summary"	has the meaning given in Clause 15.5 of Appendix A;
"System User Agent"	means any company which the Storage User may from time to time inform Interconnector has been nominated or appointed by the Storage User as its

	agent for the purposes of access to and use of the Interconnector Information System;
"System User"	means an employee, contractor, agent (including those of a System User Agent), a System User Agent or other representative nominated or appointed by a Storage User who has been granted access to the Interconnector Information System by Interconnector;
"Tax"	shall be construed so as to include all present and future taxes, charges, imposts, duties, royalties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, payable at the instance of or imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever or monetary agency or European Communities institution, in each case whether in the United Kingdom, Belgium or elsewhere, together with any penalties, additions, fines, surcharges or interest relating thereto, and " Taxes " and " Taxation " shall be construed accordingly;
"Term"	means the period from the Effective Date until the date of termination of this Interconnector Storage Services Agreement in accordance with its provisions;
"Termination Amount"	has the meaning given in Clause 6.6 of Appendix A;
"Termination Notice"	has the meaning given in Clause 6.5 of Appendix A;
"Third Party Licensor"	means any third party owner of any intellectual property rights including copyright and database rights in or relating to the Interconnector Information System as will on request be notified by Interconnector to the Storage User from time to time;
"Total Injection Nomination Quantity"	has the meaning given in paragraph 1.4 of Schedule B;
"Transferred Storage Capacity"	has the meaning given in Clause 8.1 of Appendix B;
"Transportation Services"	means those services Interconnector provides to a Shipper under a Shipper Agreement;

"Uniform Network Code" or "UNC"	means the Uniform Network Code prepared by the relevant public gas transporters pursuant to Standard Special Condition A11(6) of the transporter's licence (granted pursuant to the Gas Act 1986 (as amended));
"Value Added Tax" or "VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto or in any primary or secondary legislation to the extent it has effect in the United Kingdom and any similar sales, consumption or turnover Tax replacing or introduced in addition to the foregoing (or any part thereof);
"Variation Notice"	has the meaning given in paragraph 3.2 of the Annex to Appendix A
"Variations Protocol"	means the protocol that Interconnector will follow for amendments to the Interconnector Storage Services Agreement, as set out in the Annex to Appendix A;
"Withdrawal Capacity Transfer"	means a Transfer of Withdrawal Capacity;
"Withdrawal Capacity"	has the meaning given in Clause 4.1 (c) of Appendix B;
"Withdrawal Charge"	has the meaning given in Clause 7.4(b) of Appendix B;
"Withdrawal Unit Cost at Bacton"	means the unit cost in p/kWh of withdrawing Natural Gas at Bacton as set out in the Storage Charging Statement;
"Withdrawal Nomination Quantity"	has the meaning given in paragraph 1.2(b) of Schedule B
"Withdrawal Nomination"	has the meaning given in paragraph 1.1(b) of Schedule B

Schedule B

Storage Nominations Procedures

1. Nomination Requirements

1.1 The Storage User may submit in respect of its Registered Storage Capacity for a Storage Capacity Period:

- (a) an "**Injection Nomination**" requesting that a Quantity of Natural Gas is injected; and
- (b) a "**Withdrawal Nomination**" requesting that a Quantity of Natural Gas is withdrawn,

for an Hour on such Gas Day (each a "**Storage Nomination**"). References to a Storage Nomination also include a Storage Renomination under paragraph 6 of this Schedule B.

1.2 In this Interconnector Storage Services Agreement:

- (a) A "**Injection Nomination Quantity**" means the Quantity of Natural Gas nominated for injection under the Storage User's Storage Nomination (or Storage Renomination) for each Hour on the relevant Gas Day; and
- (b) A "**Withdrawal Nomination Quantity**" means the Quantity of Natural Gas nominated for withdrawal under the Storage User's Storage Nomination (or Storage Renomination) for each Hour on the relevant Gas Day,

each an "**Hourly Quantity**".

1.3 Each Storage Nomination submitted by the Storage User under this Interconnector Storage Services Agreement must specify:

- (a) the Storage User's identity;
- (b) the Gas Day to which the Storage Nomination relates;
- (c) the Storage Capacity Period to which the Storage Nomination relates;
- (d) whether the Storage Nomination is an Injection Nomination or a Withdrawal Nomination;
- (e) the Injection Nomination Quantity or Withdrawal Nomination Quantity;
- (f) the effective time of the requested injection and/or withdrawal, being an Hour within the Gas Day that is no earlier than two (2) Hours after the Hour in which the Storage Nomination is submitted ("**Storage Nomination Effective Time**"); and
- (g) the Entry Point and the Exit Point.

- 1.4 The Storage User shall, in submitting an Injection Nomination, ensure in respect of a Gas Day that the sum of its Injection Nomination Quantities nominated for injection ("**Total Injection Nomination Quantity**") does not exceed the Storage User's Available Registered Space.
- 1.5 The Storage User shall, in submitting a Withdrawal Nomination, ensure in respect of a Gas Day that the sum of its Withdrawal Nomination Quantities nominated for withdrawal ("**Total Withdrawal Nomination Quantity**") does not exceed the Storage User's Gas-In-Storage.

2. Interconnector Rights in relation to Storage Nominations

- 2.1 Interconnector may (in its entire discretion):
- (a) reject a Storage Nomination (or Storage Renomination) where the Storage Nomination (or Storage Renomination) does not comply with the requirements of paragraphs 1.3, 1.4 or 1.5 of this Schedule B, provided that where Interconnector rejects a Storage Nomination it shall promptly notify the Storage User and provide reasons therefor; or
 - (b) require the Storage User to revise its Storage Nomination (or Storage Renomination) so that it complies with the requirements of paragraphs 1.3, 1.4 or 1.5 of this Schedule B.
- 2.2 Where Interconnector requires the Storage User to revise its Storage Nomination (or Storage Renomination) under paragraph 2.1(b), it shall promptly notify the Storage User and provide the reasons therefor, including the relevant revisions required. The Storage User shall thereafter promptly revise the Storage Nomination (or Storage Renomination) and resubmit it in accordance with this Schedule B.

3. Storage Nominations and Relationship to National Transmission System

- 3.1 In this paragraph 3.1:
- (a) the "**Counterparty NTS User**" means the NTS User that is to deliver the Injection Nomination Quantity or take delivery of the Withdrawal Nomination Quantity of the Storage User under the Storage User's Nomination;
 - (b) an "**NTS Nomination**" means a nomination (or renomination) in respect of a Quantity of Natural Gas made available by a Counterparty NTS User for delivery from the NTS at an exit point on the NTS (being the Entry Point) or redelivery to the NTS at an entry point on the NTS (being the Exit Point);
 - (c) "**Coded Counterparty Information**" means in relation to:
 - (i) a Storage Nomination submitted by the Storage User, the ID Code of the Counterparty NTS User delivering the Injection Nomination Quantity or taking delivery of the Withdrawal Nomination Quantity; and
 - (ii) an NTS Nomination submitted by a Counterparty NTS User, the ID Code of the Storage User taking delivery of or delivering the relevant Quantity of Natural Gas nominated by the Counterparty NTS User;

- (d) a “**Corresponding NTS Nomination**” means an NTS Nomination that in relation to a Nomination is for:
- (i) an exit point on the NTS (being the Entry Point in the Injection Nomination) or an entry point on the NTS (being the same as the Exit Point in the Withdrawal Nomination); and
 - (ii) the same period of Gas Day or part of a Gas Day, as is specified in the Nomination.

4. Storage Nomination Matching

- 4.1 The Quantity of Natural Gas for each Hour that National Grid Gas has approved for delivery from the NTS at the Entry Point under an NTS Nomination submitted to National Grid Gas is the “**NTS Processed Injection Nomination Quantity**”.
- 4.2 The Quantity of Natural Gas for each Hour that National Grid Gas has approved for delivery to the NTS at the Exit Point under an NTS Nomination submitted to National Grid Gas is the “**NTS Processed Withdrawal Nomination Quantity**”.
- 4.3 Interconnector shall match a Storage Nomination with an NTS Nomination under this paragraph 4 where National Grid Gas notifies Interconnector of the NTS Processed Injection Nomination Quantity or the NTS Processed Withdrawal Nomination Quantity.
- 4.4 Interconnector shall determine that a Storage Nomination is matched with an NTS Nomination submitted to National Grid Gas where:
- (a) the Gas Day matches;
 - (b) the Coded Counterparty Information of the Storage User matches with that of the Counterparty NTS User; and
 - (c) a matched quantity is determined under paragraph 4.5 of this Schedule B.
- 4.5 The matched Quantity of Natural Gas under a Storage Nomination and an NTS Nomination submitted to National Grid Gas is determined for an Hour on such Gas Day as follows:
- (a) the matched quantity is the Hourly Quantity, where it equals the NTS Processed Injection Nomination Quantity or the NTS Processed Withdrawal Nomination Quantity, as the case may be; or
 - (b) where the hourly NTS Processed Injection Nomination Quantity or NTS Processed Withdrawal Nomination Quantity differs from the Hourly Quantity for an Hour on such Gas Day:
 - (i) subject to paragraph (ii) below, the matched quantity is the Hourly Quantity;
 - (ii) the matched quantity is the lesser of the NTS Processed Injection Nomination Quantity or the NTS Processed Withdrawal Quantity and the Hourly Quantity if:

- (1) National Grid Gas has notified Interconnector of an NTS System Constraint; or
- (2) Interconnector has notified Storage Users and National Grid Gas of a Storage Constraint; or

4.6 Interconnector will not match a Nomination of a Storage User with an NTS Nomination submitted to National Grid Gas where:

- (i) the Storage User has not provided Coded Counterparty Information identifying its Counterparty NTS User; or
- (ii) the Counterparty NTS User has not provided Coded Counterparty Information identifying the Storage User.

5. Storage Nomination Confirmation

5.1 Interconnector shall in relation to a Storage Nomination and an NTS Nomination confirm to the Storage User the Hourly Quantity of Natural Gas for each hour on Gas Day D matched under paragraph 4, as may be adjusted under paragraph 5.2 of this Schedule B, such quantity being a "**Confirmed Storage Nomination Quantity**".

5.2 Where:

- (a) a Storage User's Total Injection Nomination Quantity exceeds its Available Registered Space on Gas Day D; or
- (b) a Storage User's Total Withdrawal Nomination Quantity exceeds its Gas-In-Storage on Gas Day D,

then Interconnector shall reduce the Hourly Quantities under each Storage Nomination.

5.3 Where there is a Storage Constraint on a Gas Day (or any part thereof), Interconnector may reduce the Hourly Quantities in the Storage User's Storage Nomination for an hour in a Gas Day where Interconnector has reduced the Storage User's Confirmed Storage Nomination Quantities under Clause 9.1.2 of Appendix B.

5.4 Interconnector shall provide the corresponding Confirmed Storage Nomination Quantities for each Counterparty NTS Shipper to National Grid Gas.

6. Storage Renominations

6.1 A Storage User may submit a Storage Nomination for a Gas Day that revises a Storage Nomination previously submitted for such Gas Day (including under this paragraph 6) each a "**Storage Renomination**".

6.2 A Storage Renomination shall be effective no earlier than two (2) hours after the end of the Hour in which the Storage Renomination is submitted ("**Storage Renomination Effective Time**").

6.3 A Storage User may submit a Renomination for such Gas Day no later than 01.59 hours (UKT) / 02.59 hours (CET) for such Gas Day.

6.4 A Storage Renomination must:

- (a) comply with and be submitted in accordance with paragraphs 1.3 to 1.5 of this Schedule B; and
- (b) specify the Storage Renomination Effective Time.

7. Allocation

7.1 Subject to paragraph 7.2 of this Schedule B, where Interconnector has determined Confirmed Storage Nomination Quantities for a Shipper under paragraph 5 of this Schedule B in respect of each hour on Gas Day D, a Storage User's:

- (c) hourly Storage Entry Allocations for an Entry Point are equal to its Confirmed Injection Nomination Quantities at that Entry Point for that hour in Gas Day D; and
- (d) hourly Storage Exit Allocations for an Exit Point are equal to its Confirmed Withdrawal Nomination Quantities at that Exit Point for that hour in Gas Day D;

and Interconnector shall notify the Storage User of its Entry Allocations and Exit Allocations under paragraph 8 of this Schedule B.

7.2 Where Interconnector is not able to allocate Confirmed Storage Nomination Quantities to a Storage User under paragraph 7.1 of this Schedule B for each hour on Gas Day D, a Storage User's Storage Entry Allocations and Storage Exit Allocations for each hour on Gas Day D are determined as follows:

- (a) where the physical flow is from the NTS:
 - (i) the Storage Exit Allocations of a Storage User for which Interconnector has determined Confirmed Withdrawal Nomination Quantities for an hour at the Exit Point under paragraph 5 of this Schedule B are equal to its Confirmed Withdrawal Nomination Quantities for that hour at that Exit Point; and
 - (ii) the Storage Entry Allocations of a Storage User for which Interconnector has determined Confirmed Injection Nomination Quantities under paragraph 5 of this Schedule B for an hour at the Entry Point shall be equal to the result of the following calculation:

$$SENTA_h = (MEP_h + AEXA_h) * (CINQEP_h / ACNQEP_h)$$

where:

$SENTA_h$ = the Storage Entry Allocations of a Storage User at the Entry Point for an hour in a Gas Day

MEP_h = Quantities of Natural Gas measured as delivered at the relevant Entry Point for that hour

$AEXA_h$ = the aggregate of all Storage Users' Storage Exit Allocations under paragraph 7.2(a)(i) of this Schedule B and Shippers' exit allocations under Transportation Services for that hour

$CINQEP_h =$ the Storage User's Confirmed Injection Nomination Quantities at the relevant Entry Point for that hour

$ACNQEP_h =$ the aggregate of all Storage Users' Confirmed Injection Nomination Quantities and Shippers' confirmed nomination quantities at the relevant Entry Point for that hour

(b) where the physical flow is into the NTS:

- (i) the Storage Entry Allocations of a Storage User for which Interconnector has determined Confirmed Injection Nomination Quantities for an hour at the Entry Point under paragraph 5 of this Schedule B are equal to its Confirmed Injection Nomination Quantities for that hour at that Entry Point; and
- (ii) the Storage Exit Allocations of a Storage User for which Interconnector has determined Confirmed Withdrawal Nomination Quantities under paragraph 5 of this Schedule B for an hour at the relevant Exit Point shall be equal to the result of the following calculation:

$$SEXA_h = (MEX_h + AENTA_h) * (CWNQEX_h / ACNQEX_h)$$

where:

$SEXA_h =$ the Storage Exit Allocations of a Storage User at the relevant Exit Point for an hour

$MEX_h =$ Quantities of Natural Gas measured as delivered at the relevant Entry Point for an hour

$AENTA_h =$ the aggregate of all Storage Users' Entry Allocations under paragraph 7.2(b)(i) of this Schedule B and Shippers' entry allocations under Transportation Services for that hour

$CWNQEX_h =$ the Storage User's Confirmed Withdrawal Nomination Quantities at the relevant Exit Point for that hour

$ACNQEX_h =$ the aggregate of all Storage Users' Confirmed Withdrawal Nomination Quantities and Shippers' confirmed nomination quantities at the relevant Exit Point for that hour

7.3 The Storage User hereby authorises and appoints Interconnector as its agent, and Interconnector agrees, to submit to NGG on behalf of the Storage User each Hour of a Gas Day an NTS Entry Allocation Statement or NTS Exit Allocation Statement in which the quantity specified as delivered to or offtaken from the NTS by the Storage User's Counterparty NTS User is equal to the quantity to be allocated to the Storage User (as withdrawn or injected by it) in accordance with this Agreement.

8. Reporting by Interconnector

8.1 Interconnector shall make available to each Storage User on the Interconnector Information System, its Storage Entry Allocations and Storage Exit Allocations:

- (a) on an hourly basis for the preceding hour in Gas Day D in respect of which a provisional allocation has been made; and
- (b) on Gas Day D+1 in relation to Gas Day D, validated allocations.

Schedule C

Storage Interruption

1. Interruption

- 1.1 Interconnector may interrupt at any time all or part of a Storage User's Interruptible Registered Storage Capacity (a "**Storage Interruption**").
- 1.2 If Interconnector decides to interrupt Interruptible Registered Storage Capacity at an Entry Point or an Exit Point, Interconnector shall use its reasonable endeavours to give affected Storage Users notice (a "**Storage Interruption Notice**") no later than two (2) hours before the interruption is to take effect, specifying:
- (a) each hour of the relevant Gas Day during which there will be interruption of Interruptible Storage Capacity at the Entry Point or Exit Point;
 - (b) the estimated start time of the Storage Interruption;
 - (c) the estimated end time of the Storage Interruption;
 - (d) the affected Entry Point or Exit Point; and
 - (e) its estimate of the amount of Interruptible Registered Storage Capacity that will not be affected by the Interruption.
- 1.3 Interconnector shall reduce all or part of the Interruptible Registered Storage Capacity of Storage Users (but only to the extent required) at the affected Entry Point or Exit Point for the period of such Storage Interruption to reduce flows to correspond to the reduced available physical capability of Interconnector to provide the Storage Services. Interconnector shall reduce the Interruptible Registered Storage Capacity of Storage Users in the time order of the allocation of such Interruptible Registered Storage Capacity from the latest allocation before the time of the Storage Interruption. Where Interruptible Registered Storage Capacity was allocated to one or more Storage Users at the same time and Interconnector is not required to interrupt all of the Interruptible Registered Storage Capacity of such Storage Users, Interconnector shall reduce the Interruptible Registered Storage Capacity of the Storage Users on a pro rata basis.
- 1.4 Where Interconnector gives a Storage Interruption Notice to an affected Storage User, Interconnector shall notify such Storage User of the revised hourly Confirmed Storage Nomination Quantities of such Storage User at the Entry Point or Exit Point to ensure that in each hour on the relevant Gas Day its Total Injection Nomination Quantity or Total Withdrawal Nomination Quantity does not exceed its Firm and Interruptible Registered Storage Capacity (as reduced) for each hour at that Entry Point or Exit Point.
- 1.5 The Storage User may submit the Storage Renomination at the Entry Point or Exit Point in accordance with the matching process as described in Schedule B if necessary during the Storage Interruption as long as its Total Injection Nomination Quantity or Total Withdrawal Nomination Quantity does not exceed its Firm and Interruptible

Registered Storage Capacity (as reduced) for each hour at that Entry Point or Exit Point.

- 1.6 Interconnector may submit to the Storage User a revised Storage Interruption Notice at any time before the end of the Storage Interruption.

Schedule D

Storage Transfer Procedure and Effect

1. Storage Transfer Procedure

1.1 Where the Storage User proposes to make a Storage Transfer, both the Storage Transferor and the Storage Transferee must notify the proposed Storage Transfer to Interconnector using the Interconnector Information System and specify:

- (a) the identity of the proposed Storage Transferor and the Storage Transferee;
- (b) whether the proposed Storage Transfer is a Withdrawal Capacity Transfer, a Space Transfer, an Injection Capacity Transfer, or a Storage Gas Transfer;
- (c) the volume of the Transferred Storage Capacity or (as the case may be) of the Storage Gas Transfer;
- (d) in the case of a Storage Capacity Transfer, the Storage Transfer Period; and
- (e) in the case of a Storage Gas Transfer, the Storage Transfer Date.

1.2 The Storage User must notify Interconnector of a proposed Storage Transfer at least two (2) hours before the start of the relevant Storage Transfer Period or Storage Transfer Date (as the case may be).

1.3 Interconnector may (in its entire discretion) reject a proposed Storage Transfer:

- (a) in the event that the requirements of either Clause 8.3 or Clause 8.4 of Appendix B are not satisfied (by either the Storage Transferor or Storage Transferee);
- (b) in the event that the requirements of paragraphs 1.1 to 1.2 of this Schedule D are not satisfied; or
- (c) where the notifications provided to Interconnector by the Storage Transferor and Storage Transferee do not match;

and where Interconnector rejects a proposed Storage Transfer it shall, without prejudice to paragraph 1.6 of this Schedule D, promptly notify the Storage User and the proposed counterparty to the Storage Transfer, providing reasons thereof.

1.4 A proposed Storage Transfer under this Schedule D will only be effective if specifically approved by Interconnector and where Interconnector approves a proposed Storage Transfer it shall promptly notify the Storage User and the proposed counterparty to the Storage Transfer.

1.5 Where Interconnector does not approve a proposed Storage Transfer within one hundred and twenty (120) minutes of the request being made and it has not otherwise communicated that rejection under paragraph 1.4 of this Schedule D, that Transfer will be deemed to have been rejected.

1.6 All proposed Storage Transfers under this Interconnector Storage Services Agreement must be made through the Interconnector Information System.

2. Effect of a Storage Transfer

2.1 When a proposed Storage Capacity Transfer has been approved by Interconnector under paragraph 1.5 of this Schedule D, with effect from the start of the Storage Transfer Period the Storage User will be regarded as:

- (a) no longer holding the Transferred Storage Capacity where the Storage User is the Storage Transferor; or
- (b) holding the Transferred Storage Capacity where the Storage User is the Storage Transferee.

2.2 The Storage User's Registered Storage Capacity (in relation to a Gas Day) will be credited or debited to reflect the effect of the Storage Capacity Transfer from the start of the Storage Transfer Period by:

- (a) crediting the volume of Transferred Storage Capacity where the Storage User is the Storage Transferee; or
- (b) debiting the volume of Transferred Storage Capacity where the Storage User is the Storage Transferor.

2.3 The Storage Transferor will remain liable for the Storage Capacity Charges in respect of the Transferred Storage Capacity for the Storage Transfer Period.

3. Effect of a Storage Gas Transfer

3.1 When a proposed Storage Gas Transfer has been approved by Interconnector under paragraph 1.5 of this Schedule D, the Storage User's Gas-In-Storage at the start of the Storage Transfer Date will be:

- (a) credited with the Quantity of Natural Gas subject to the Storage Gas Transfer, where the Storage User is the Storage Transferee; or
- (b) debited with the Quantity of Natural Gas subject to the Storage Gas Transfer, where the Storage User is the Storage Transferor,

for the purposes of calculating the Storage User's Gas-In-Storage at the end of the Storage Transfer Date (in accordance with Clause 5.1 of Appendix B).

4. Effect of Termination

4.1 For the avoidance of doubt, any adjustment to the Storage User's Registered Storage Capacity arising as a result of a Storage Transfer under Clause 8 of Appendix B and this Schedule D will be without prejudice to the Parties' respective rights in relation to Gas-in-Storage on termination of this Interconnector Storage Services Agreement under Clause 10 of Appendix B. References to the Storage User's Registered Storage Capacity in Clause 4 of Appendix B will be deemed to be to such Storage Capacity as has been adjusted by any Storage Transfer pursuant to Clause 8 of Appendix B and this Schedule D.

- 4.2 The Storage User's rights in relation to the matters addressed in paragraph 4.1 of this Schedule D will not be prejudiced by the termination of an agreement between Interconnector and another Storage User, save where Interconnector is not able to complete the relevant Storage Transfer (whether by crediting or debiting the Storage User's Registered Storage Capacity, as the case may be) as a result of the termination of its agreement with the other Storage User or where the Storage User does not accept in full an obligation to pay Storage Capacity Charges in respect of the relevant Storage Capacity Transfer.
- 4.3 In respect of a Storage Capacity Transfer in relation to which the Storage User was the Storage Transferor, where during the Storage Transfer Period the Storage Transferee ceases to be a Storage User;
- (a) Interconnector will notify the Storage User as soon as reasonably practicable and in any event not more than five (5) Business Days after the date on which the Termination Notice was given; and
 - (b) with effect from the date of which the Storage Transferee ceases to be a Storage User, the Storage Transferee will be treated as no longer holding the Transferred Storage Capacity and such Transferred Storage Capacity shall be deemed to revert to and be treated as held by the Storage User.
- 4.4 For the avoidance of doubt, where the other Storage User with whom the Storage User was party to a Storage Gas Transfer with ceases to be a Storage User, this shall not affect any Storage Gas Transfer made before the date the other Storage User ceased to be a Storage User.
- 4.5 Where a Storage User ceases to be a Storage User Interconnector may seek to dispose of Storage Capacity equivalent to such Storage User's Registered Storage Capacity in such manner as Interconnector deems appropriate.

Schedule E

Interconnector Information System and Communications

1. Use of the System

- 1.1 Interconnector hereby permits the Storage User and, subject to paragraph 1.2 of this Schedule E, any nominated System Users from time to time, to access and use the Interconnector Information System during the term of this Interconnector Storage Services Agreement on the terms and conditions set out in this Schedule E.
- 1.2 The Storage User may from time to time nominate a company to act as System User Agent to access the Interconnector Information System on its behalf. Interconnector will permit any such nominee to access the Interconnector Information System where such nominee can satisfy the Storage User's obligations under this Interconnector Storage Services Agreement as if it were a Storage User and Interconnector shall inform the Storage User accordingly.
- 1.3 The Storage User shall procure that each such System User complies in all respects with the obligations set out in this Schedule E and shall be liable for all actions or omissions of such System Users as stipulated in paragraph 1.4 of this Schedule E.
- 1.4 Any use of the Interconnector Information System by any such Storage User or any such System User shall (for the purpose of this Interconnector Storage Services Agreement) be deemed to be use by the Storage User, and the Storage User will be fully liable to Interconnector for all acts or omissions of any such System User, and all the provisions of this Interconnector Storage Services Agreement shall be read and construed subject to this provision. Neither the Storage User nor its System Users shall use, or allow access to use, the Interconnector Information System for any other purpose than the purpose of exercising rights and of fulfilling obligations under this Interconnector Storage Services Agreement. In the event that the Storage User advises Interconnector that it has appointed a System User Agent then, subject to this paragraph 1, Interconnector will facilitate installation of a Storage User Connection directly with the System User Agent subject to the consent of the Storage User first being obtained. Interconnector will disable the Storage User Connection issued to any Storage User Agent if and when requested to do so by the Storage User.
- 1.5 Interconnector may grant more than one System User concurrent access to the Interconnector Information System on behalf of the Storage User, subject to any limit imposed by Interconnector, acting as Reasonable and Prudent Operator. The Storage User shall ensure that its System Users comply with all rights and obligations pursuant to this Schedule E and shall notify Interconnector immediately that such System User ceases to act on behalf of that Storage User, whether through termination of employment, of agency agreement or otherwise.
- 1.6 Both parties shall use their respective best endeavours not to allow, permit or introduce into the Interconnector Information System or the Storage User Equipment or the Storage User Software any viruses, worms or trojan horses or anything else which could damage, pose a threat to, or impair in any way the Interconnector Information System or the Storage User Equipment or the Storage User Software (the "**Destructive**

Features"). This shall include both parties implementing and maintaining appropriate policies and procedures designed to prevent such Destructive Features.

- 1.7 The Storage User shall not allow, permit or effect any breach of security in relation to the Storage User Area of Responsibility. Interconnector shall not allow, permit or effect any breach of security in relation to the Interconnector Area of Responsibility. The Storage User shall be responsible for all activities that occur within the Storage User Area of Responsibility.
- 1.8 The Storage User shall report any errors or faults in the Interconnector Information System to Interconnector as soon as practicable after the Storage User becomes aware of such errors or faults, and the Storage User shall provide reasonable assistance to Interconnector in relation to such errors or faults for the purposes of correction. Where Interconnector discovers errors or faults in the Interconnector Information System which affect the Storage User, Interconnector shall report such errors or faults to the Storage User as soon as practicable after Interconnector becomes aware of such errors or faults. Interconnector shall prioritise rectification of any such errors or faults and shall take all reasonable steps to rectify the same at the earliest possible opportunity.
- 1.9 The Storage User agrees that in using the Interconnector Information System it shall not, nor shall it attempt to, gain access to or download data from the Interconnector Information System other than that data which the Storage User is permitted to access or download.
- 1.10 Both parties acknowledge that they are aware that use of the Interconnector Information System and the data on the Interconnector Information System (whether by providing, accessing, utilising, storing or otherwise dealing with the same) may from time to time be subject to certain statutory and other legal requirements. Both parties undertake to comply with any such requirements.

2. Changes to and Availability of the Interconnector Information System

- 2.1 Interconnector reserves the right to amend, revise or update any programs, information and facilities in relation to the Interconnector Information System from time to time provided that any such changes are reasonable and do not materially diminish the quality of the Interconnector Information System. Except in the case of emergency (such as for illustrative purposes and without limitation the security of the system being under an immediate threat) Interconnector will provide the Storage User with reasonable notice of any proposed changes and, where Interconnector reasonably believes it is appropriate, will consult with the Storage User before implementation.
- 2.2 Interconnector shall use all reasonable endeavours to ensure that the Interconnector Information System and the connections within the Interconnector Area of Responsibility shall be available during the Available Hours. Interconnector has established and will maintain Contingency Arrangements to deal with any material failure in the Interconnector Information System and/or the connections within the Interconnector Area of Responsibility but cannot guarantee that such Contingency Arrangements will ensure availability of the Interconnector Information System or any such connections.

- 2.3 For the avoidance of doubt, Interconnector shall not be responsible for the Storage User Area of Responsibility, or the availability or performance of any or all hardware or any connected systems, software, technology or telecommunications outside the Interconnector Area of Responsibility. The Storage User is responsible at its own cost for ensuring that its systems meet all relevant technical specifications necessary to use the Interconnector Information System or any service made available through it and that its systems are compatible with the System.
- 3. Conditions of Use of Equipment and/or Access to the Interconnector Information System**
- 3.1 Interconnector reserves the right to control and supervise all access to the Interconnector Information System, acting as a Reasonable and Prudent Operator, and any access to the Interconnector Information System by the Storage User (and its System Users) is subject to the following provisions:
- (a) The Storage User (and its System Users) shall, prior to the initial connection of the Storage User Equipment and the Storage User Software with the Interconnector Information System, have the Storage User Connections approved by Interconnector and, subject to the rights of Interconnector under paragraph 3.1(b) below, the Storage User (and its System Users) may connect the Storage User Equipment and Storage User Software using the Storage User Connection.
 - (b) Interconnector may at any time require the Storage User (and its System Users) to disconnect the Storage User Connection or any part or parts thereof, if in the reasonable opinion of Interconnector any part of the Storage User Equipment is or may be the cause of failures, interruptions, errors or defects in the Interconnector Information System. In the event that the Storage User (and/or its System Users) is required to disconnect the Storage User Connection, Interconnector will as soon as possible thereafter advise the Storage User (and its System Users) of such changes as must be made to the Storage User Equipment to enable the Storage User (and its System Users) to re-obtain access to the System.
 - (c) Any material breach of paragraph 3.1(a) of this Schedule E or unauthorised access to, or use of, the Interconnector Information System within the Storage User Area of Responsibility will entitle Interconnector (in addition to any other remedy it may have) to suspend access to the Interconnector Information System for the Storage User (and/or its System Users) immediately.
- 3.2 The Storage User shall not (without Interconnector's express prior written consent), and shall ensure that no System User or other person shall, within the Storage User Area of Responsibility:
- (a) make any additions, modifications, adjustments or alterations to the Interconnector Information System; or
 - (b) attempt to rectify, or permit any persons other than Interconnector or its agents to rectify, any fault or inaccuracy in the Interconnector Information System; or
 - (c) use the Storage User Software (when dealing in any way with the Interconnector Information System or the information or facilities obtained

therefrom) in a manner which would constitute a breach of the terms and conditions of this Schedule E

4. Copyright, Trade Marks and Other Intellectual Property Rights relating to the System

- 4.1 The Storage User acknowledges that any and all of the copyright, database right, trademarks, and other intellectual property rights subsisting in or used in connection with the Interconnector Information System and infrastructure (including the manner in which it is presented or appears) and all information, documentation and manuals relating thereto are the property of Interconnector or the relevant Third Party Licensor as the case may be.
- 4.2 The Storage User shall not, during or after the expiry or termination of this Interconnector Storage Services Agreement, without the prior written consent of Interconnector or any relevant Third Party Licensor as the case may be or to the extent only permitted by any applicable law, abuse or permit the abuse of any copyright or database right in the Interconnector Information System or adopt any trade mark or trade name that includes or is similar to, or may be mistaken for, the whole or any part of any trade mark or trade name used by Interconnector or any Third Party Licensor as the case may be.
- 4.3 Interconnector warrants to the Storage User that Interconnector or any relevant Third Party Licensor owns all copyright, database rights and any other intellectual property rights or similar rights in the selection and arrangement of the contents of the Interconnector Information System and in the electronic materials necessary for its operation.
- 4.4 The Storage User acknowledges that Interconnector or any relevant Third Party Licensor owns all copyright, database rights and any other intellectual property rights or similar rights in the selection and arrangement of the contents of the Interconnector Information System and in the electronic materials necessary for its operation.
- 4.5 The Storage User undertakes not to reproduce, adapt, translate, arrange or make available to any third party, either directly or indirectly, any part of the Interconnector Information System except to the extent that, and for so long as, the Storage User is expressly permitted to do so in accordance with this Interconnector Storage Services Agreement or as permitted by any mandatory provisions of law.

5. Data Protection

- 5.1 Interconnector shall require basic information from a Storage User which may identify a System User as an individual ("**Personal Data**"), such as a System User's name or email address, in order to enable the System User to access and use the Interconnector Information System. Interconnector may only use such Personal Data for purposes set out in this Interconnector Storage Services Agreement or Interconnector's Privacy Policy and the Storage User shall ensure it has the right to provide such Personal Data to enable Interconnector to use such Personal Data for the purposes set out in this Interconnector Storage Services Agreement or Interconnector's Privacy Policy.
- 5.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Interconnector Storage Services Agreement with immediate effect.

5.3 Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of shared Personal Data to the Permitted Recipients for the purposes of this Interconnector Storage Services Agreement;
- (b) give full information to any data subject whose Personal Data may be processed under this Interconnector Storage Services Agreement of the nature such processing;
- (c) process shared Personal Data only for the purposes of this Interconnector Storage Services Agreement;
- (d) not disclose or allow access to shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data.
- (f) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (1) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (2) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (3) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

5.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) provide the other party with reasonable assistance in complying with any data subject access request;
- (b) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (c) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (d) at the written direction of the party that disclosed the Personal Data, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Interconnector Storage Services Agreement unless required by law to store the personal data;

- (e) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 5.4.

6. Indemnity

6.1 The Storage User undertakes fully and effectively to indemnify and keep indemnified at all times Interconnector against all actions, proceedings, reasonable costs, claims, demands, liabilities and reasonable expenses whatsoever (including reasonable legal and other fees and disbursements) sustained, incurred or paid by Interconnector directly or indirectly in respect of:

- (a) the access to and/or use (other than as permitted by this Interconnector Storage Services Agreement) of the Interconnector Information System by the Storage User or by any of its System Users (including by any System User Agent) from time to time; and/or
- (b) any information, data or material produced by the Storage User or by any of its System Users (including by any System User Agent) from time to time which is obtained in whole or in part from the Interconnector Information System; and/or
- (c) any breach of any of the provisions of this Interconnector Storage Services Agreement by the Storage User or by any of its System Users (including by any System User Agent).

Schedule F

QUALITY REQUIREMENTS AND OPERATING CONDITIONS

1. Entry Conditions

- 1.1 The Natural Gas made available, or caused to be made available, by the Storage User at the Entry Point shall comply with the relevant quality requirements and operating conditions specified in Annex F-1 (the "**Specification**").
- 1.2 If Natural Gas is made available by the Storage User at the Entry Point which does not comply with the Specification, the Storage User shall notify Interconnector or cause Interconnector to be notified of such non-compliance as soon as the Storage User or National Grid Gas becomes aware (or ought reasonably to have become aware) of such non-compliance.
- 1.3 Interconnector shall at all times have the right to refuse the intake of Natural Gas made available by the Storage User at the Entry Point, and shall have the right to shut off such Natural Gas, if it does not comply with the Specification.
- 1.4 Notwithstanding its right to refuse to intake such Natural Gas, Interconnector shall use its reasonable endeavours to intake such Natural Gas if it is satisfied that neither Interconnector nor other Storage Users will be adversely affected.
- 1.5 Interconnector shall promptly inform the Storage User of any decision taken by it either to shut off or to intake such non-compliant Natural Gas pursuant to paragraph 1.3 or paragraph 1.4 of this Schedule F.
- 1.6 (a) Following Interconnector's acceptance of non-compliant Natural Gas at an Entry Point, Interconnector shall promptly notify each Storage User with Confirmed Nomination Quantities in respect of the period during which such incident occurred of:
- (i) the Quantities of Natural Gas which Interconnector requires each such Storage User to accept and remove from the Interconnector System at the Entry Point and the timing thereof;
 - (ii) the Quantities of Natural Gas Interconnector requires each such Storage User to replace at the Entry Point;
 - (iii) the Storage Nominations or Storage Renominations Interconnector requires each such Storage User to submit to give effect to replacement referred to in sub-paragraph (ii);
- all such actions to be taken at the cost and expense of each Storage User.
- (b) Where Interconnector determines that cleaning and clearing of the Interconnector System is required (including but not limited to pipeline pigging operations) Interconnector:
- (i) shall notify each Storage User that submitted Storage Nominations in respect of the period during which such incident occurred of the Storage

Nominations or Storage Renominations Interconnector requires the Storage Users to submit and any other actions Interconnector requires such Storage Users to take to support any cleaning and clearing operations; and

- (ii) may request each Storage User that did not submit Storage Nominations in respect of the period during which the incident occurred, to submit Storage Nominations or Storage Renominations to support any cleaning and clearing operations;

such actions to be taken at the cost and expense of the Storage User.

- (d) Where Interconnector determines that other measures are required to bring non-compliant Natural Gas within Specification (including the blending of non-compliant Natural Gas) or to provide Storage Services acting as a Reasonable and Prudent Operator in accordance with applicable laws and consents, Interconnector shall notify the Storage Users of any actions it requires such Storage Users to take to support such measures.
- (e) Where a Storage User does not comply with Interconnector's notice under paragraphs 1.6(a), 1.6(b)(i) or 1.6(c) of this Schedule F, Interconnector shall make such arrangements as appropriate to take such action on the Storage User's behalf.

2. Exit Conditions

- 2.1 Interconnector shall (subject to the provisions of this paragraph 2) make Natural Gas available at the Exit Point:
 - (a) which meets the relevant quality requirements and operating conditions in the Specification, provided that Natural Gas made available by the Storage User and all other Storage Users complies with such operating conditions and quality requirements at the Entry Point; and
 - (b) at such pressure (within the range specified in Annex F-1) as is sufficient to meet the pressure at the Exit Point specified as applicable by National Grid Gas, provided that Natural Gas made available by the Storage User and all other Storage Users complies with the pressure for delivery at the Entry Point set out in the Specification.
- 2.2 If Natural Gas made available to the Storage User at the Exit Point does not comply with the relevant quality requirements and operating conditions in the Specification, and provided that the Natural Gas made available by the Storage User at the Entry Point complies with the Specification, Interconnector, as soon as it becomes aware of the situation, shall notify the Storage User of such deviation and the Storage User shall have the right to refuse to accept such Natural Gas at the Exit Point. The Storage User shall immediately notify Interconnector in writing of its intention to exercise such rights.
- 2.3 If in accordance with paragraph 2.2 of this Schedule F the Storage User refuses to accept redelivery of such Natural Gas at the Exit Point, then unless Interconnector has been affected by an event of Force Majeure, the Withdrawal Capacity Charges to be paid by the Storage User for that Gas Day shall be reduced by the amount of the Withdrawal Capacity Charges applicable to the Failed Delivery Quantity (defined in paragraph 2.4 of this Schedule F).

- 2.4 The "**Failed Delivery Quantity**" is the Quantity of Natural Gas which is nominated by the Storage User as the Total Withdrawal Nomination Quantity but which the Storage User has refused to accept at the Exit Point.

3. Changes to NTS Specification

- 3.1 If Interconnector at any time considers that changes in the specifications or requirements applicable to the NTS necessitate changes being made to the Specification, Interconnector shall give notice in writing to all Storage Users of the changes to the Specification proposed by Interconnector.
- 3.2 Notwithstanding paragraph 3.1 of this Schedule F, if the changes in relation to the specifications applicable to the NTS involve narrower or more restrictive specifications being imposed, Interconnector shall, if it considers it necessary to do so, make appropriate changes to the Specification with immediate effect.

ANNEX F-1

QUALITY REQUIREMENTS AND OPERATING CONDITIONS

	Unit	Min	Max
Gross Calorific Value [^]	kWh/Nm ³	10.80	12.38
Wobbe Index [^]	kWh/Nm ³	13.82*	15.05
Pressure for offtake at Bacton Entry Point	Barg	45	70
Pressure for redelivery at Bacton Exit Point	Barg	45	70
Temperature at Bacton Entry Point	°C	1	28
Temperature at Bacton Exit Point	°C	1	38
Hydrocarbon dewpoint	°C from 1 Barg up to 69 Barg		minus 2
Water dewpoint	°C at 69 Barg		minus 10
Oxygen content	ppm by vol		1000
Carbon Dioxide	Mole %	-	2.5
Hydrogen Sulphide content (inclusive of COS)	ppm by vol		3.3
Total Sulphur at any time	mg/m ³		30
Hydrogen	Mole %		0.1 ♦
Incomplete Combustion Factor			0.48 ♦
Soot Index			0.6 ♦

Gas entering shall comply with the statement as to impurities contained in the table set out in Schedule 3, Part 1 of GSMR or that statement as amended, modified, re-enacted or replaced from time to time. ★

Gas entering shall have no added odorant.

Notes

- ^ Reference temperatures: 0°C for volume and 25°C for combustion.
- * the lower Wobbe Index value of 13.65 kWh/m³ will apply subject to agreement with National Grid Gas

- ◆ As required by GSMR. The Incomplete Combustion Factor and the Soot Index are to be calculated in accordance with those Regulations
- ★ The text of the said statement as to impurities set out in GSMR as at 1.1.00 is as follows:

“[Natural Gas] shall not contain solid or liquid material which may interfere with the integrity or operation of pipes or any gas appliance (within the meaning of regulation 2(1) of the [Gas Safety (Installation and Use) Regulations 1994] which a consumer could reasonably be expected to operate”.