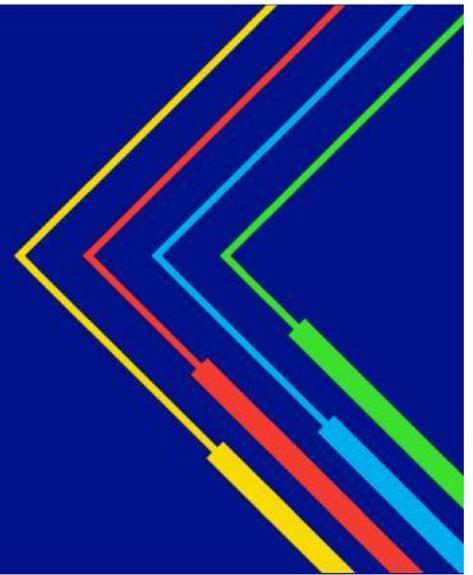


Terms and Conditions for Gas Connections and/or Reserving Capacity



Guidance note: At each stage of a gas connection and/or the reservation of capacity, you will be asked to agree to terms and conditions, however, not all of the terms and conditions which follow apply to each stage of a gas connection and/or the reservation of capacity. Paragraph 1.3 explains which of these terms and conditions are applicable to each stage of a gas connection and/or the reservation of capacity e.g. if you are applying to connect, but not reserve capacity, paragraphs 1-4 and 6 and 7 will apply, but paragraph 5 will not..

1 INTRODUCTION

- 1.1 The Portal.** The Portal on which these terms and conditions are located (the “**Portal**”) is the means by which you may apply to connect to and reserve capacity on the gas national transmission system. These terms and conditions apply to the use of the Portal and those applications.
- 1.2 Definitions.** In these terms and conditions references to “**we**”, “**our**” and “**us**” refer to National Grid Gas plc and references to “**you**” and “**your**” refer (save for 2.2 below) to the company using the Portal, the Connection Applicant (as defined in the UNC) and/or the PARCA Applicant (as defined in the UNC). These terms and conditions use terms defined in the document known as the Uniform Network Code which governs the transportation of gas in Great Britain (the “**UNC**”).
- 1.3 What these terms cover.** The following paragraphs of these terms and conditions apply as follows:
- (a) Paragraph 2 applies when you register to use the Portal to:
 - (i) connect to the NTS (as defined in the UNC) at a new System Point (as defined in the UNC),
 - (ii) modify an existing System Point,
 - (iii) disconnect a System Point from the NTS, or
 - (iv) reserve System Capacity (as defined in the UNC) using a PARCA (as defined in the UNC).
 - (b) Paragraph 3 applies when you request the Portal to generate an estimate of a range of the cost (a “**Cost Estimate**”) to connect to the NTS at a new System Point with a Standard Design Connection (as defined in the UNC),
 - (c) Paragraph 4 applies when and is the means by which you submit a Connection Application (as defined in the UNC),

- (d) Paragraph 5 applies when and is the means by which you submit a PARCA Application (as defined in the UNC).
- (e) Paragraphs 6 and 7 apply generally in relation to these terms and conditions and the Portal.

2 REGISTRATION TO CONNECT AND / OR RESERVE CAPACITY

- 2.1 **Terms applying by using the Portal on the “nationalgrid UK” website.** By using the website “nationalgrid UK” on which the Portal is located you are subject to the Terms and Conditions and Privacy Policy <https://www.nationalgrid.com/group/privacy-policy> of that website. Those Terms and Conditions and that Privacy Policy apply equally to your use of the Portal.
- 2.2 **Personal Data.** The personal data you, as an individual, provide through the Portal will be used to contact you, as an individual, regarding the application made by the company which you represent. We respect your, as an individual's, Personal Data and will not pass your Personal Data to any third person without your consent, unless required to do so by law. Your, as an individual's, Personal Data will be managed in line with the General Data Protection Regulations 2016/679 and the Data Protection Act 2018. To find out how we manage your, as an individual's, Personal Data, please see the National Grid Privacy Policy at <https://www.nationalgrid.com/uk/privacy-policy>.
- 2.3 **Accuracy of information.** Please ensure that the information with which you provide us is accurate. We will rely on it for the purposes of your application through the Portal and will not take any steps to verify its accuracy.

3 REQUESTING A COST ESTIMATE

- 3.1 **Non-binding estimate.** A Cost Estimate is generated by the Portal and is only an approximate estimate of a range of the cost to connect and should not be relied on by you. In particular, a Cost Estimate should be used for indicative purposes only because it may assume a connection to the gas national transmission system at a point which may not be practical, or the optimal solution. Any Cost Estimate will be validated by us if you submit a Connection Application (as defined in the UNC). Even once validated, the Cost Estimate may be substantially different from our estimate of your costs contained in any Connection Offer (as defined in the UNC) which we may subsequently make to you. Any Cost Estimate contained in any Connection Offer will remain an estimate and the estimated construction costs will be reconciled against the actual cost of connection, modification or disconnection in accordance with the terms of the Construction Agreement (as defined in the UNC and also known as the Connection Construction Agreement) and Section Y of the Transportation Document of the UNC.
- 3.2 **Number of non-binding estimates.** The number of requests made by you for a Cost Estimate shall not exceed 50 in any period of 12 months, without our written approval.
- 3.3 **Validity of Cost Estimate.** A Cost Estimate shall only be valid for 3 months after the date on which it is provided.

4. SUBMITTING A CONNECTION APPLICATION

- 4.1 Submitting a Connection Application.** By clicking "[SUBMIT APPLICATION](#)" you are submitting a [Connection Application](#). Your Connection Application will include (a) the data which you have uploaded onto the Portal; and (b) these terms and conditions by which you agree to be bound.
- 4.2 Connection Application Fee.** The "Statement for Gas Transmission Connection Charging" (found on our [Connection webpage](#)) applies to your Connection Application and if you submit a Connection Application, you shall pay the Connection Application Fee in accordance with that statement. If the fee applicable to your application is a fee in respect of a Standard Design Connection, this fee is non-refundable regardless of the extent of any difference between your Cost Estimate and the estimated cost of connection, modification or disconnection set out in your Connection Offer and whether, or not we agree the terms of a Connection Construction Agreement.
- 4.3 Terms of the UNC applying to a Connection Application.** If you are a User (as defined in the UNC) the terms of the UNC shall apply to your Connection Application. If you are not a User, you agree that the following provisions (or their equivalent following any renumbering of the UNC) of the UNC are incorporated into and shall apply, mutatis mutandis, to your Connection Application provided that references to (i) "User" shall be references to you, the Connection Applicant, (ii) references to "Transporter" shall be references to us and (iii) references to the "Code" or "Framework Agreement" shall be references to this Connection Application:
- General Terms Section B, Paragraph 3 (*Force Majeure*);
 - General Terms Section B, Paragraph 6 (*General*);
 - Transportation Principal Document ("**TPD**") Section S, Paragraph 5 (*Invoicing and Payment*);
 - TPD Section V, Paragraph 5 (*Confidentiality*), Paragraph 8 (*Liabilities and Indemnities*) and Paragraph 13 (*Connection Applications*);
 - TPD Section Y Section 5 (*Connection Charging Methodology*).
- 4.4 Other terms applying to a Connection Application.** If you proceed with a Connection Application you will be required to enter into a Construction Agreement (as defined in the UNC), also known as a "Connection Construction Agreement", containing the terms on which your connection work will be carried out. Other terms and conditions may apply in relation to your Connection Application. More information about the process and terms applying to a Connection Application can be found on the "nationalgrid gas UK" [Connection webpage](#).

5. SUBMITTING A PARCA APPLICATION

- 5.1 Submitting a PARCA Application.** By signing the document called "[PARCA Application](#)" in the [appendix to these terms and conditions](#) and uploading it onto the Portal you are submitting a PARCA Application. Your PARCA Application will include (a) the data which you have uploaded onto the Portal; and (b) these terms and conditions by which you agree to be bound.

5.2 PARCA Application Fee. The “Statement for Gas Transmission Connection Charging” (found on our [Connection webpage](#)) applies to your PARCA Application and if you submit PARCA Application, you shall pay the PARCA Application Fee in accordance with that statement. The PARCA Application Fee is subject to change in accordance with that statement.

5.3 Terms of the UNC applying to a PARCA Application. If you are a User the terms of the UNC shall apply to your PARCA Application. If you are not a User, you agree that the following provisions (or their equivalent following any renumbering of the UNC) of the UNC are incorporated into and shall apply, mutatis mutandis, to this PARCA Application provided that references to “User” shall be references to the PARCA Applicant, references to “Transporter” shall be references to us and references to the “Code” or “Framework Agreement” are references to this PARCA Application:

- General Terms Section B Paragraph 3 (*Force Majeure*);
- General Terms Section B Paragraph 6 (*General*);
- TPD Section B Paragraph 1.2.1 and 1.14 to 1.18 inclusive (*Introduction*), Paragraph 2 (*NTS Entry Capacity*) and Paragraph 3 (*NTS Exit Capacity*);
- TPD Section S Paragraph 5 (*Invoicing and Payment*);
- TPD Section V Paragraph 5 (*Confidentiality*) and Paragraph 8 (*Liabilities and Indemnities*);
and
- TPD Section Y Section 5 (*Reservation of Capacity through a PARCA*).

5.4 Other terms applying to a PARCA Application. If you proceed with a PARCA Application you will be required to enter into a PARCA (as defined in the UNC), an agreement containing the terms on which capacity is reserved. Other terms and conditions may apply in relation to your PARCA Application. More information about the process and terms applying to a PARCA Application can be found on the “nationalgrid gas UK” website [PARCA webpage](#).

6. OTHER TERMS

6.1 Inconsistency with UNC. If there is any inconsistency, or conflict between anything contained, or referred to in these terms and conditions, or the Portal and the UNC, the UNC shall prevail.

6.2 Disclaimer. We disclaim any liability to you for the content or performance of the Portal and we have no obligation to ensure its content is correct or up to date.

6.3 Security. The details registered with the Portal are for your use only. You shall not give the password required to access the Portal to anyone else.

6.4 Laws applying to these terms and conditions and where legal proceedings shall be brought. Any dispute or claim arising out of, or in connection with, the use of the Portal (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

7. GENERAL INFORMATION AND GUIDANCE

7.1 General information and guidance on the process and the Portal. This can be found in the following:

- The Portal User guide
- The Connections guide
- FAQs

7.2 Contact details. If you have any questions regarding the Portal, your application or the above terms please contact us at box.UKTcustomerlifecycle@nationalgrid.com.

Appendix to the terms and conditions for gas connections and/or reserving capacity

PARCA APPLICATION

by

[customer to please add company name]

By signing this document and uploading it onto the National Grid Gas Connections Portal located on the website “nationalgrid UK” we are submitting a PARCA Application (as defined in the document known as the Uniform Network Code which governs the transportation of gas in Great Britain) to National Grid Gas plc.

Our PARCA Application is made subject and in accordance with the Terms and Conditions for Gas Connections and/or Reserving Capacity found on that portal and will include the data which we have uploaded onto that Portal.

I am duly authorised to and do submit this PARCA Application to National Grid Gas plc on behalf of *[customer to please add company name]*

Signed

Dated