

Terms and Conditions for OTC Trading with National Grid

The terms applicable to any Non-System Transactions shall be those set out in the "Short Term Flat NBP Trading Terms and Conditions" 1997 ("NBP97"), as amended as follows:

1. For the purposes of compensation for any breach pursuant to Clauses 4.2 and 4.3 of the NBP97, compensation shall be payable by either Party in accordance with Option A.

2. Clause 2.6 of NBP 1997 shall be deleted and replaced with the following:

"The Parties consent to the recording of all telephone conversations between the Parties relating in whole or in part to any Transactions. Any such telephone recordings may be introduced to prove a Transaction between the Parties and to establish any matters pertinent to a Transaction. Evidence of the terms of a Transaction contained in recordings prevails over the terms contained in any disputed Confirmation."

3. Clause 2.7 of NBP 1997 shall be deleted and replaced with the following:

"In the event of any dispute about the stipulated terms and conditions of an electronic Transaction, the data saved and made available to the Parties by the provider of the electronic trading platform shall be used and accepted as evidence by the Parties and shall prevail over the terms of any disputed Confirmation, notwithstanding the dispute resolution provisions of said provider."

4. Clause 6 of NBP97 shall be deleted and replaced with the following:

"6. Billing and Payment

- 6.1 On or before the tenth (10th) day of the Month following each Month which is wholly or partly in the Supply Period the Seller shall send to the Buyer a statement ("Monthly Statement") which shall show for the preceding Month:

- 6.1.1 the quantity of Gas in respect of which NBP Trades have been effected on each Day in that Month;

- 6.1.2 the quantity of Gas in respect of which the Contract Price is payable and the resultant sum owing to the Seller;

- 6.1.3 the Contract Price;

- 6.1.4 any amount owing from one Party to the other or already paid or set-off under Clause 4.4 or 6.7;

- 6.1.5 the net amount payable from one Party to the other after taking into account all the matters set out above, and

- 6.1.6 VAT and any other applicable taxes.

- 6.2 The net amount payable in accordance with the Monthly Statement shall be invoiced by National Grid as Market Balancing Action Charges in accordance with the provisions of Section S of the Transportation Principal Document forming part of the UNC. Where net amount payable in accordance with the Monthly Statement is payable by National Grid, such amount shall be included as a self-bill amount (as defined in the UNC) in the relevant invoice.

- 6.3 The provisions of the UNC shall apply regarding the payment (or non-payment) of the net amount payable in accordance with the Monthly Statement."

5. The following new definitions shall be added to NBP97:

 “**UNC**” means the uniform network code prepared by Transco and other gas transporters pursuant to their respective gas transporter licences, and which is incorporated by reference into (and therefore forms part of) the Network Code.”

 “**UNC TPD**” means the Transportation Principal Document of the UNC.”
6. References in NBP97 to “section C6 of the Network Code” shall be replaced with “section C5 of UNC TPD”.
7. National Grid shall be entitled to publish details of the Transaction (but not the identity of the other Party) for the purposes of advising Users (as defined in the UNC) and others of the calculations in respect of the System Average Price, System Marginal Buy Price and System Marginal Sell Price (in each case defined in the UNC) for the day or days to which the Transaction relates.
8. The Confirmation shall be as set out in the ‘Pro-forma for confirming an accepted OTC offer’.