REVISED ACCESS ARRANGEMENT (VERSION 29 JUNE 2001) – PRINCIPAL AMENDMENTS MADE TO 18 MAY 2001 VERSION

Clause No	Nature of Amendment
4.3(c)	Paragraph (ii) has been amended in order to be consistent with clause 5.3(a).
6.3(c), 6.4 and 6.5(a)	The amendments to these clauses have been made to recognise the fact that a Prospective User seeking FT Service, may not, at the time of lodging its Request for Service, be an EBB User. In that case, communications will have to be in writing.
7.2(c), 7.3 and 7.4(a)	The same changes have been made to these IT Service provisions as have been made in relation to FT Service in corresponding clauses 6.3(c), 6.4 and 6.5(a).
7A	The May version of the Access Arrangement inadvertently omitted to set out a process for Prospective Users to make Requests for Service for Non-Specified Services (ie Services other than FT Service and IT Service). Clause 7A has been inserted to deal with this issue. It is in the same format as clauses 6 and 7 dealing with FT Service and IT Service respectively.
	Ultimately, clause 7A will be renumbered as clause 8 and the following clauses renumbered accordingly.
8	Clause 8 in the May version of the Access Arrangement dealt with the 'mechanics' of how a contract is entered into with a Prospective User seeking IT Service. However, that version did not contain provisions dealing with the 'mechanics' of contracting for FT Service as clause 10, which had previously contained (in part) contracting provisions, was replaced with an entirely new provision in the May version which inadvertently omitted to address the issue.
	Clause 8 has therefore been amended in order to address the issue of how a contract is entered into for any Service.
11.1(c)	This provision should not have appeared in the May version of the Access Arrangement as it related to the prior version of clause 10 which was replaced in the last version with a completely different provision.

NG 887373 10.07.2001 A. CCEnv-50967.1 doc

Clause No

Nature of Amendment

12.5

This has been updated to reflect the current applicable legislation.

18.2

In the May version of the Access Arrangement, clause 18.2 was divided into pre and post 1 January 2006 provisions. This division should not have been made.

In the May version, a warranty had been included in clause 18.2(a)(i). The warranty has been retained, but has been relocated, more appropriately, in clause 18.3(b)(ii).

In the May version, clause 18.2(a)(ii) required the User to use reasonable endeavours to provide, by 1130 hours, confirmation from the Producers as to the actual quantity of Gas supplied to the User's account on the previous Day. Such a timeframe (of 1130 hours) should not have been included as it is inconsistent with the timelines required for the other aspects of nominating and scheduling set out in the Access Arrangement. It is necessary for confirmation of the prior Day's receipts to be obtained by 0830 hours in order to enable the Service Provider to calculate the User's Imbalance, and to then notify the User of that Imblance, which then in turn enables the User to negotiate Imbalance trades and then ultimately make an initial nomination at 1100 hours. It was therefore necessary to remove clause 18.2(a)(ii) because of this inconsistency with the nomination and scheduling timelines.

The last sentence that appeared in clause 18.2(b) in the May version was inconsistent with the mechanism in clause 21.2(c) for allocating between Users who use the same Receipt Point, the total quantity of Gas received at that Receipt Point on a Day. That sentence has now been amended to achieve consistency with clause 21.2(c).

In the May version of the Access Arrangement, clause 18.5(b) had been structured in the same manner as clause 18.2 discussed above. The same changes have now been made to clause 18.5(b), and for the same reasons, as have been made to clause 18.2.

This provision has been amended in order to deal with an inadvertent omission from the May version of the Access Arrangement (namely, to make the provision apply also where some, but not all, of the persons using the same Receipt Point on a Day have provided confirmation of the quantity of gas supplied at that point on their behalf).

18.5(b)

21.2(c)

26.7

This provision was included in the May version of the Access Arrangement following discussions with the ACCC. The May version of clause 26.7 was, on reflection, ambiguous. It has been replaced with a more appropriately worded provision.

Words have been added to retain the avoidance of the queuing provisions for customer movements

NG 887373 10.07.2001 A. CCEnv-50967.1 doc

Clause No

Nature of Amendment

32.1(b)

In the May version of the Access Arrangement, clause 32.1 had two paragraphs - (a) and (b). Paragraph (a) had been amended in such a way that paragraph (b) was no longer required. Paragraph (b) therefore ought to have been deleted from the May version. It has now been deleted.