

**GNI (UK) LIMITED**

**Accession Agreement Relating to the**  
**GNI (UK) Transportation Network Code**  
**(as approved by NIAUR on 07-10-15)**

## **TABLE OF CONTENTS**

<b>CLAUSE</b>	<b>PAGE</b>
1. DEFINITIONS AND INTERPRETATION	1
2. CONDITIONS PRECEDENT 2	
3. CODE GIVEN EFFECT	2
4. GENERAL	2

**THIS AGREEMENT** is made the \_\_\_\_\_ day \_\_\_\_\_ of 201[ ]

**BETWEEN:**

- (1) **GNI (UK) LIMITED** a limited company incorporated in England whose registered number is 2827969 and registered office is at 6, St. Andrew Street, 5<sup>th</sup> Floor, London EC4A 3AE ("**GNI**"); and
- (2) [ **Shipper** ], a company incorporated in [ ] with registered number [ ] having its registered office at [ ] (the "**Shipper**")

**WHEREAS**

- (A) GNI owns and operates the North-West Pipeline in Northern Ireland and holds all the necessary approvals and consents to operate the Transportation System.
- (B) GNI has a licence to convey gas granted under Article 8 (1) (a) of the Gas (Northern Ireland) Order 1996. GNI is required by its Licence to transport gas on the Transportation System pursuant to the Code.
- (C) The Shipper wishes to enter into arrangements with GNI for the transportation of gas on the Transportation System pursuant to the Code.
- (D) The Shipper and GNI are entering this Agreement for the purposes of giving effect to, and binding themselves by, the Code.

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless the context otherwise requires, any reference in this Agreement to:

- 1.1.1 a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time and to any by-law, regulation, delegated legislation or order made thereunder;
- 1.1.2 a "**party**" is to GNI or the Shipper and "**parties**" is to both of them;
- 1.1.3 a "**clause**" is to a clause of this Agreement; and
- 1.1.4 a "**business day**" is to a day (other than a Saturday or Sunday) on which banks are generally open for business in London or Belfast.
- 1.1.5 The "**Code**" is to the GNI (UK) Transportation Network Code as approved by NIAUR on 07-10-15.

1.2 In the event of any inconsistency or conflict between any provision of this Agreement and a provision of the Code, the relevant provision of this Agreement will take precedence and prevail.

1.3 In this Agreement words and expressions defined in the Code and not otherwise defined herein shall have the meanings given to them in the Code.

**2. CONDITIONS PRECEDENT**

2.1 This Agreement shall come into force upon the date of its execution by the parties (the "**Execution Date**") but the performance by the parties of their respective obligations hereunder shall be conditional upon each of the following conditions precedent being satisfied in full, or waived in writing by both parties in the case of clause 2.1.1 or by GNI in the case of clause 2.1.2, 2.1.3 or 2.1.4 (the "**Effective Date**"):

- 2.1.1 receipt by GNI of a copy (certified by a duly authorised officer as true) of a board resolution of the Shipper approving the execution, delivery and performance of this Agreement, and authorising this Agreement;
  - 2.1.2 receipt by GNI of a copy of a licence to supply gas granted under Article 8 (1) (a) of the Gas (Northern Ireland) Order 1996 in favour of the Shipper;
  - 2.1.3 the issue by GNI to the Shipper of an Exit Point Registration in accordance with Section 17.6 of the Code;
  - 2.1.4 GNI notifying the Shipper in writing that the Shipper's Provided Level of Credit Support is equal to or greater than the Shipper's Required Level of Credit Support.
- 2.2 If any of the conditions precedent set out in clause 2.1 are not satisfied in full or waived by the parties within twenty (20) business days of the Execution Date, this Agreement shall lapse and neither party shall have any liability to the other in connection with it.

### **3. CODE GIVEN EFFECT**

- 3.1 GNI and the Shipper hereby agree that the Code is given effect between, and is binding upon, both parties with effect from the Effective Date.
- 3.2 With effect from the Effective Date, GNI undertakes to the Shipper and the Shipper undertakes to GNI to comply with, and to perform, its obligations in accordance with, and subject to, the Code.
- 3.3 With effect from the Effective Date, the Shipper agrees to be bound by, and accept, modifications made to the Code in accordance with the Modification Rules.
- 3.4 GNI shall provide to the Shipper a copy (certified by a duly authorised officer as true) of a board resolution of GNI approving the performance of this Agreement, if requested by the Shipper.

### **4. GENERAL**

- 4.1 Sections 18 (Confidentiality), 19.5 (Notices), 19.8 (Entire Agreement), 19.9 (Gas Users or Shippers), 19.10 (Third Party Rights) and 19.11 (Assignment) of the Code shall apply, mutatis mutandis, to this Agreement.
- 4.2 If there are provisions in this Agreement (or of an agreement or arrangement of which it forms part) by virtue of which particulars of this Agreement need to be notified pursuant to the Competition Act 1998, such provisions shall be notified in accordance with the said legislation.
- 4.3 This Agreement shall be governed by, and construed in accordance with, the laws of Northern Ireland.

**IN WITNESS WHEREOF** this Agreement has been duly executed on behalf of the parties on the day and year first above written.

**SIGNED** for and on behalf of

**GNI (UK) Limited**

By:

Name:

Title:

**SIGNED** for and on behalf of

**[ Shipper ] LIMITED**

By:

Name:

Title: