

Report on Transport Contracts Main Terms and Conditions Differences

Article 20, (EU) 2017/459

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A.) EXECUTIVE SUMMARY

The present Report is created under Commission Regulation (EU) No 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 (hereinafter referred to as "CAM NC"). The Report aims at identifying the differences and reasons for such differences with regards to main terms and conditions of existing transmission system operators ("TSO") transport contracts for bundled capacity products (cf. infra p. 7 "Creation of the Report: scope and methodology").

The comparison of all texts including the so called main terms and conditions for bundled capacities as well as the legal systems and sector specific regulatory frameworks governing those texts, has demonstrated that there is a wide range of differences, mainly due to specificities of national legal orders and markets. This can be explained by the fact that although the third energy package, part of which are the Regulation (EU) 715/2009 and the CAM NC, has harmonized to a large extent conditions for access to networks such as commercialization of capacities for interconnection points in a bundled way, it left some reasonable room for national legislators and regulators to take into account national specificities while implementing them on the national level. Those national specificities, do not only concern conditions for access to networks but in general the overall structure and regulation of national gas markets characterized by nature by the need of strong public intervention (in a large sense).

National legislators chose different degrees of public intervention in the market usually by competences entrusted either to ministries or national regulatory authorities (NRA), depending on the level of maturity of each national market. The need of public intervention in the gas market and the different degrees of it, is largely reflected in transport contracts between TSOs and Network Users. In the most extreme cases of public intervention those contracts are imposed by some legislative or regulatory text, such as a national network code (with different names adopted by countries) or approved by the NRA and negotiations between the parties take place through participation in public consultations supervised by public authorities or NRAs. Even if the contract is not directly imposed by a network code, it is largely governed by imperative law provisions and in any case approved by the NRA.

Although, contracts are not purely set by contractual freedom of the parties, they are still governed by private law provisions, like commercial and civil law provisions regulating services from a private entity to another (B2B services). Fundamental principles of civil law remain country specific. Therefore, a harmonization project would be a long and labor intensive process dealing with those various national legal systems specificities. The whole harmonization project would be compromised when the content of transport contracts is imposed, even in one country only, by national laws.

Of course, clause by clause comparison demonstrated that not all terms and conditions that fall under the scope of this Report shall be treated in the same way. Some of them are already largely aligned, some largely different but subject to alignment to some extent, and possible alignment of some other provisions strongly affected by fundamental differences in principles of national law and jurisprudence, would be questionable, in so far that this is actually feasible.

Based on the findings of the Report provisions affected by European Network Codes such as definitions, capacity allocation rules, nominations can be considered as already largely aligned. Some common grounds have also been detected to provisions of more legal nature such as parties or confidentiality whereas some differences (sometimes significant some others less important) have been detected for provisions such as object, other rules related to capacity allocation, maintenance or entry into force. For some provisions, including but not limited to liability, hardship, termination or Price and Tariffs, it is clearer that alignment would be questionable since the report demonstrated that they are affected by fundamental differences in principles of national law or jurisprudence.

The following list presents the detailed conclusions for each provision based on the findings of the Report:

Object

Although this provision lists main TSO's products in a similar way, there are some differences in the content/list of secondary services of the clause.

Definitions

Some terms for describing the same party or object are not aligned across Europe and thus used interchangeably. One example where this can be observed are the mutually used terms Customer, System User, Network User and User.

Capacity Allocation Rules

CAM NC already provided for a large alignment of this provision but leaves some room for national specificities. This provision is at some extent affected by fundamental differences in principles of national law or jurisprudence.

Creditworthiness

The creditworthiness conditions are usually determined by the TSO themselves, as the case may be after (i) consultation of the Network User and (ii) approval of the NRA, and sometimes determined by national law. The creditworthiness is in any case the result of the credit risk assessment done by the TSO. As the case may be, this provision can be affected by fundamental differences in principles of national law.

Capacity allocation other rules

The wording of CMP GLs was drafted rather in a general way with high level description of principles. Therefore was given a room/freedom for interpretation of details for some CMP parameters. Another fact that contributed to various implementation of some CMPs (OSBB vs. FDA UIOLI) was a lack of coordination between NRAs on cross-border level. The reason for the above mentioned differences is the possibility to apply different secondary trading parameters and CMP mechanisms per national jurisdiction as there is no network code that sets rules for trading or trading of capacities on the secondary market and CMP mechanisms.

Nomination

Commission Regulation (EU) No 312/2014 (BAL NC) as well as, on a voluntarily basis, EASEEgas' Common Business Practice for the Harmonisation of the Nomination and Matching Process and ENTSG's Common Network Operation Tools for Nomination and Matching already harmonised some of the processes assessed, for example nomination deadlines, data formats and information to be included in the nomination. However, some room for national specificities is left. Due to those specificities, this provision can be at some extent affected by fundamental differences in principles of national law or jurisprudence.

Price/tariffs

There is limited convergence regarding the clause of prices and tariffs in the contracts. It may well be the case that the pricing provisions are stipulated not in the contract, but in the NRA's given decision. The Gas Directive foresees that a NRA must fix/approve 'at least the methodologies used to calculate or establish the terms and conditions for... transmission tariffs'. The Gas Regulation provides the principles guiding the TSO's pricing provisions, such as that the transmission tariffs must be non-discriminatory, transparent, reflect the actual costs incurred, provide incentives for investment. The Tariff NC is partially applicable as of April 2017 (and to will fully applicable as of May 2019) further harmonizes the rules envisaged by the Gas Regulation and outlines further details on pricing. Therefore, the EU-level harmonization of tariffs is already achieved by the transposition of the Gas Directive and implementation of the Gas Regulation and the TAR NC at the national level. This provision is affected by fundamental differences in principles of national law or jurisprudence for those elements not already aligned by TAR NC.

Maintenance

The level of alignment seems quite limited: if there is a consensus on the obligation to announce planned maintenances in line with Regulation (EC) 715/2009, the details of such information, the periods of maintenance and the consequences of such maintenance operations are very different from one TSO to the other, as they are determined by the specificities of the networks, which can vary from country to country and even within the same country. Moreover, in some cases (like AT, ES, HU, LT, and SI) the operation and maintenance section included in the contract makes reference to national regulation, which applies to different infrastructures and not only to gas transmission systems: UGS, LNG terminals. This provision is therefore affected by fundamental differences in principles of national law.

Parties

Putting aside the differences in terminology, there is already large convergence regarding this provision.

Permit and licences

The whole licensing aspects are closely related to national administrative legislation or national network codes regarding the supply licenses and sometimes registration of Network Users. This provision is affected by fundamental differences in principles of national law or jurisprudence. The obligation for the registration in a booking platform is derived from the CAM NC.

Main rights and obligations

The fact that the contract contains or not a clause on the main rights and obligations, as well as the content of such clause, are part of the contractual freedom of the TSOs to define the general structure of their contracts. Of course, the main rights and obligations of the parties are to a great extent defined by legal provisions or administrative law acts (e.g. permits and authorizations).

Confidentiality

Confidentiality obligations are strongly related to the TSOs business, which allows them to be aware of a significant amount of commercially sensitive data of Network Users, which if diffused in a discriminatory way could give merge to market distortions/abuses by recipients. European legislation sets the principles for the protection of such information and national laws and regulations may further precise the content of those information and the obligations or their exceptions. Of course, some of the rules provided for in the transport contracts are the result of contractual freedom of the parties.

Liability

Liability regimes are very closely linked to national law and resolutions of NRAs: either general liability principles of civil law (as defined by law and interpreted by the case law), or sometimes sector specific legislations. Liability rules and especially possibilities of liability limitations vary from one country to the other. The liability regime is a country-specific topic. This provision is affected by fundamental differences in principles of national law and jurisprudence.

Force majeure

Although the force majeure clauses in the contracts are quite similar with regard to definition, effects and procedures of force majeure, the concept of “force majeure” remains quite closely linked to the national civil law and legal culture. If some of the contracts explicitly refer to national law on this topic (e.g. CZ, ES, HR, RO and SI), the fact that a contract does not explicitly govern some of the above-mentioned topics does not mean that they are not regulated in the relevant jurisdiction: the contracts respect mandatory provisions of national law and have to be amended every time the national law changes and of course the silence of the contract implies that national law applies. For example, in at least two countries (CZ, HR) force majeure events are explicitly regulated by mandatory provisions of national civil law or sector specific legislation. The force majeure regime is a country-specific topic. This provision is therefore affected by fundamental differences in principles of national law or jurisprudence and would potentially imply a change of law.

Hardship

This provision is linked to national civil law that applies to any contract and cannot be modified by the TSOs. Even if most European Member States admit a “hardship” doctrine, national law provisions regarding “hardship” are different from one country to another, there are differences in the application and in some jurisdictions “hardship” is not recognized. This provision is therefore affected by fundamental differences in principles of national law and jurisprudence and would likely require a change of law.

Suspension, interruptions and other restrictions

For some TSOs (e.g. CZ), this right (interruption/reductions/suspensions) is set forth by national law. However, the means, the duration, and the consequences of such actions differ substantially from country to country. This provision is affected by fundamental differences in principles of national law or jurisprudence.

When it comes to emergency situations that do not fall under the scope of Force Majeure events, almost all contracts provide for actions to be taken by TSOs with the aim to mitigate the emergency incidents. Such measures are to a great extent provided for national regulations or legislation adopted according to Regulation (EU) 994/2010 (Emergency Plans), which provided for a certain harmonisation in terms of level of crisis and in

terms of market and non-market based measures to be adopted. However, Member States maintained significant discretionary powers in choosing the appropriate measures for their internal markets taking into account national specificities of the market and the network. Thus, practices differ from country to country in terms of measures put in place (flow reductions messages and operational instructions to Network Users, administrative acts setting conditions for use of strategic reserves, etc.), duration or consequences to Network Users. In many cases, those measures are not listed or precised leaving the possibility for TSOs to take a range of measures ("TSO to take any action, any steps" etc.) with the aim to tackle the emergency situation. This provision is affected by fundamental differences in principles of national law or jurisprudence.

Amendments

The amendment procedure is designed by each TSO in order (i) to comply with the non-discrimination principle and with the specific needs of its network (ability to react quickly and impose changes on all users) whilst remaining compliant with the legal culture of its jurisdiction, (ii) to be able to adapt the contract to the changes in the regulatory framework and (iii) to comply with the procedures imposed by national laws (e.g. public consultations, NRA approvals). A harmonisation of the amendment clauses would imply changes to national regulations (especially in those Member States where the contract content needs prior approval of the NRA). This provision is affected by fundamental differences in principles of national law or jurisprudence.

Entry into force

Harmonisation is already achieved by CAM NC with regard to the entry into force of bundled capacity products but different regimes apply for the entry into force of the GT&Cs or the framework transport contract (where it is applicable).

Termination

The choice for defined or undefined period contracts depends on the TSO's overall business model and contractual framework. In case of contracts without term, it is national law that defines the possibilities of termination and the applicable notice periods. The conditions for a termination for cause (cases of termination, duration of notice period) also depend on certain national law elements (e.g. licenses terms and conditions) and are strongly influenced by the capacity of the TSO to face, during a shorter or longer period of time, breaches of contract by the Network Users. This provision is affected by fundamental differences in principles of national law or jurisprudence.

Jurisdiction

The judicial organization of the countries (including the general competence of the courts or exclusive competence of a specific court) and the admissibility of arbitration, represent by definition matters of principles of national law. This provision is affected by fundamental differences in

principles of national law or jurisprudence except as the case may be for introducing a pre-amicable solution tentative before starting a court/arbitration procedure.

Applicable law

There cannot be any prevalence of any of the national laws compared to any other national law. This provision in terms of identifying the applicable law to the contract is affected by fundamental differences in principles of national law or jurisprudence.

B.) INTRODUCTION

The present Report is created under Commission Regulation (EU) No 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013¹ (hereinafter referred to as “CAM NC”).

The Report aims at identifying the differences and reasons for such differences with regards to main terms and conditions of existing transmission system operators (“TSO”) transport contracts for bundled capacity products (cf. infra p. 7 “Creation of the Report: scope and methodology”).

I. Legal ground

By virtue of Article 20 of CAM NC, ENTSOG has to fulfil new obligations in terms of possible alignment of main terms and conditions for bundled capacity products. Indeed, such provision, entitled “Alignment of main terms and conditions for bundled capacity products”, provides that:

“1. Before 6 January 2018 ENTSOG shall, after consulting stakeholders, create a catalogue of the main terms and conditions in the transport contract(s) of the transmission system operators for bundled capacity products. ENTSOG shall analyse existing transport contracts, identifying and categorising differences in relation to the main terms and conditions and the reasons for such differences and publish its findings in a report.”

¹ OJL 72 (17 March 2017), p.1.

2. *On the basis of the report referred to in paragraph 1, ENTSOG, after consulting stakeholders, shall within 6 months after the publication of the report develop and publish a template for the main terms and conditions covering contractual provisions, which are not affected by fundamental differences in principles of national law or jurisprudence, for the offer of bundled capacity products.*
3. *The Agency, having due regard to the opinions of the national regulatory authorities, shall provide an opinion on the template for the main terms and conditions within a further 3 months. Taking into account the opinion provided by the Agency, ENTSOG shall publish on its website the final template for the main terms and conditions no later than 3 months after receiving the Agency's opinion.*
4. *After the publication of the final template for the main terms and conditions, transmission system operators, subject to the approval of national regulatory authority, may apply the terms and conditions set out in the template in the case of newly contracted bundled capacity products."*

According to the abovementioned Article, ENTSOG has been entrusted with following obligations:

1. After consulting stakeholders, create a catalogue of the main terms and conditions in the transport contract(s) of the Transmission System Operators (TSOs) for bundled capacity products.
2. Analyse existing transport contracts, identifying and categorising differences in relation to the main terms and conditions and the reasons for such differences and publish its findings in a report.
3. On the basis of the report and after consulting stakeholders, develop and publish a template for main terms and conditions which are not affected by fundamental differences in principles of national law jurisprudence.

The present document shall represent the Report under point 2 hereinabove, based on the Catalogue submitted for public consultation.

II. Creation of the Catalogue and public consultation

Main terms and conditions have been selected on the basis of a previous study conducted in 2012², which was reviewed by ENTSOG at the beginning of 2017 and the list of possible “main” terms and conditions has been subject to a public consultation at the end of Q1 2017. ENTSOG had conducted this consultation between 7th of March 2017 and 7th April 2017, in which period stakeholders could express their views on the list of the main provisions of the transport contracts. The initial catalogue submitted to the consultation included 25 provisions. 13 stakeholders' responses have been received by ENTSOG. The industry has been represented by Natural Gas Producers, Network Users, Traders and End Consumers. The stakeholders did not request the addition of any other provisions, though they suggested to remove 4 of the proposed provisions. The consultation resulted in a list of 21 categories, which are subject to the analysis of similarities and differences. These categories are:

- | | | |
|---------------------------|---|----------------------|
| 1. Parties | 8. Capacity allocation other rules | 15. Hardship |
| 2. Object | 9. Operation and maintenance | 16. Confidentiality |
| 3. Definition of terms | 10. Suspension, interruption, emergency | 17. Amendments |
| 4. Rights and obligations | 11. Prices and tariffs | 18. Entry into force |
| 5. Permits and Licenses | 12. Creditworthiness | 19. Termination |
| 6. Cap. allocation rules | 13. Liability | 20. Applicable law |
| 7. Nominations | 14. Force majeure | 21. Jurisdiction |

² ENTSOG analysed possible alignment of capacity contracts and TSOs' general terms and conditions already during development of CAM NC in Q3 of the year 2012. This analysis was a part of the Revised CAM Network code supporting document and was done in cooperation with external consultants and ENTSOG/TSOs capacity experts. This Report is therefore a continuation of previous work. The Supporting document for the Revised CAM Network code 2012 can be found here: https://entsog.eu/public/uploads/files/publications/CAM%20Network%20Code/2012/CAP295_120917_Supporting%20document%20for%20revised%20CAM%20NC%20final.pdf

III. Creation of the Report: scope and methodology

The second ENTSOG task, as set forth by Article 20 of the CAM NC.1 is to draft a Report, which shall identify and categorise differences and reasons for such differences:

1. for the terms and conditions of existing transport contracts;
2. of the TSOs for bundled capacity products and
3. identified as "main" (and therefore listed in the catalogue created by ENTSOG after the public consultation)

For the purpose of drafting the Report, ENTSOG followed the principles set by article 20.1, which clearly sets the scope of the task. Thus, for every provision considered as main (and as identified in the Catalogue), ENTSOG based the assessment of the contracts and other relevant documents on tables of comparison. The parameters for comparison have been proposed by the relevant ENTSOG experts (e.g. for Nominations, Capacity Allocation and Capacity Allocation other rules, etc.) after an initial analysis of the existing contracts.

Contractual documents of TSOs for filling in those tables have been provided by TSOs upon ENTSOG's call of the 31st of March 2017, requesting the standard capacity products, General Terms and Conditions and any other relevant contractual or legal texts (national legislation, etc.). All existing contractual documents were collected until April 2017. Thus, the results of the comparison refer to the status of the analysed material as of April 2017 and no amendment or update of the contractual documents that may have been taken place after this date has been taken into consideration.

This Report aims to provide an overview of the comparison of the terms and conditions for bundled capacity products, even if, as it can be observed in many cases those provisions also govern other products/services (when a Framework Contract or GT&Cs are applied separately from contracts for every individual product/service). Interruptible products, for example, fall out of the scope of the present report, since CAM NC does not provide for an obligation for TSOs to bundle interruptible capacity products. The bundling of capacities concerns only CAM relevant interconnection points.

The information in the tables is indicative, non-contractual in nature and in no case, should be considered as exhaustive for four reasons: 1. only important information related to differences has been taken into consideration, 2. English language versions are in most cases not the official versions and do not reflect in accuracy the provisions of the original version of the contract, 3. not all TSO have provided their contracts to ENTSOG

(even though most TSOs provided them) 4. Contracts are subject to frequent modifications. Although the contracts have been analysed with due care and the contents of the tables have been reviewed by the TSOs, correctness, completeness and accuracy of the information and findings cannot be fully guaranteed. ENTSOG shall not be liable for any costs, damages and/or other losses that are suffered or incurred by any party in consequence of any use of -or reliance on- the information hereby provided.

The results of the present Report shall not be considered as finally committing ENTSOG with regard to its next tasks under article 20 of the CAM NC. In particular, the findings of this Report do not prefigure the scope and content of the template to be developed in accordance with article 20 of the CAM NC.

The report is divided into two parts; a general overview of legal systems and procedures of adopting contracts (see *infra* section 2 of the Report) and a detailed provision by provision analysis (see *infra* section 3 of the Report).

C.) DIFFERENCES ON MAIN TERMS AND CONDITIONS OF TRANSPORT CONTRACTS

TSOs transport contracts are governed by national civil law and by EU energy sector specific legislation. Therefore, to a large extent differences in contractual practices are due to differences in the national legal systems of civil law and differences in the way national legislators chose to incorporate EU energy law's legal texts into national law.

1. Introduction to the European Legal Systems of Contract Law

A legal tradition is a set of historically deeply rooted attitudes about the nature of law, the role of law in the society, about the proper organization and operation of a legal system, about the way law should be made, applied, studied, perfected and taught. The legal tradition relates the legal system to the culture of which it is a partial expression.³

The majority of European countries apply civil law. Civil law is based on a codified legal system and finds its roots in Roman law. However, even if civil law is largely adopted, each country has developed its own legal order depending on its own and specific evolution over the decades. On top of that, the differences are even more obvious when comparing systems of civil law tradition with systems applying common law (UK, IE, CY). Common law is based on procedures: to enforce rights a demand (writ) has to be introduced and the number of writs or objects of demands are limited. English law is not codified (but some partial codification exist). In the civil law system, the judge applies the provisions of the statutes, passed by the Parliament (legislative power), to the case submitted to him. He is bound by these provisions. He is also bound by the norms adopted by the government (executive power).

³ See J. MERRYMAN, Civil law tradition, Stanford, 3rd Edition.

The different systems of law in the EU could not be harmonized via alignment of some of the terms and conditions of the transportation contracts. A harmonization of contractual provisions related to civil law principles would fall out of the scope of article 20 of CAM NC and its legal value would be questionable under the light of subsidiarity and proportionality principles.

II. Differences in contractual architecture

Before comparing and analysing the main provisions of the TSO's' gas transmission contracts, it appears important to the authors of this study to better understand the general structure of the various TSO's' contractual documentation and the differences of the procedure of adoption of such contractual documentation and involvement of public authorities in such procedures. Sometimes those differences are reflected explicitly in the terms and conditions of the contracts, sometimes contracts remain silent.

1. Differences in the structure and the nature of the texts (legal texts, Network Codes, National Regulatory Authority decisions, TSO internal Network Codes, etc.) providing for the main terms and conditions for bundled capacity products of the TSO

Main terms and conditions for bundled capacity products of TSOs can be included in various documents either of contractual or in some cases of legal/regulatory nature or even both, rendering the comparison a rather complicated task. One single document is rarely the source of those provisions, which have been the object of the present Report (i.e. IE, LT, SK, DE, RO, IT and UK). In some of those cases, such single text is of regulatory nature (Network Code or other Act adopted by decision of a public authority), which is considered as the contract. In most cases, TSOs propose a Framework Agreement or General Terms and Conditions including all general provisions governing all products and services of the TSO (and not only bundled capacities) and individual transport contracts defining the specific terms and conditions for offering of the firm capacity products that are bundled (i.e. SL, BE, FR, AT, PL and NL). In almost all countries, the abovementioned texts (of either contractual or regulatory nature) are completed or governed by sector specific legislation and regulation. The nature of those texts is not always clear. In many cases, regulatory texts are annexed to the contracts, being considered an integral part of the contract.

2. Differences in formal procedures related to the TSOs contractual documentation or Network Codes (involvement of National Regulatory Authorities in the procedure, public consultation)

In all jurisdictions (for which information has been provided), except FR, at least some of the above mentioned contractual documents need NRA approval. Even when the NRA does not formally approve the contractual documents, in some cases (i.e. FR), it does have a significant impact on its contents, as all relevant regulatory decisions need to be reflected in the clauses of the contract.

The drafting or amendment process of at least some of the contractual documents are subject to a public consultation procedure prescribed by law (in most jurisdictions) as a condition prior to the contract (mainly the General Terms and Conditions and Framework Contracts). In FR, there is a permanent consultation body set by NRAs decision called "Concertation Gaz" whose decisions can have legally binding effects leading to a mandatory amendment of the contract. In IT however, this is dealt with by a specific Consultation Committee. These consultations are open to all stakeholders/interested parties and public authorities.

3. Is the contract subject to periodical amendments?

Transmission contracts are modified when necessary, mainly but not limited to after regulatory framework evolutions. In practice, the transmission contracts are subject to regular modifications (indicatively one to four times per year).

4. Differences on registration of Network Users with the TSO

In the majority of jurisdictions (if not everywhere), Network Users are obliged to obtain a supply licence delivered by the competent authority prior to any contractual engagement with the TSO. Licences obligations are provided for by national legislation and not dealt with in contractual documentation between TSOs and Network Users (cf. infra p. Permits and Licences Provision). In some countries, TSOs do not register Network Users in a separate register considering that the Network User is registered by signing the transmission contract and participating in auctions for capacity products (BE, AT, HR). In some countries, registration with the TSO is provided for in the contract (SL), in a Network Code (IT, UK, NL) or in an internal TSO Code (IE) or internal TSO document (FR). In some countries NRAs are in charge of the registration of Network Users by the TSOs (EL, ES). Finally, Network Users are in some countries registered by market operators in a register of market participants/players (CZ, DK).

Non exhaustive list of INFORMATION PROVIDED ON A VOLUNTARY BASIS BY TSOs (answering an ENTSG's questionnaire)⁴

	1. Which are the texts providing for the main terms and conditions that govern the bundled capacity products of the TSO and which is their structure (for ex. are they annexed to the contract)? Are they only of contractual nature or also completed/governed by other documents (legal texts, Network Codes, NRA decisions, TSO internal Network Codes, etc.)?
AT (GCA)	<ol style="list-style-type: none"> 1. Each capacity contract (within-day/day-ahead/monthly/quarterly and yearly capacity products) is concluded by interactive booking via internet on the respective platform (PRISMA, RBP) and either confirmed via email or at least in the interface of the platform. 2. Frame contract containing several Annexes, especially the General Terms and Conditions for Transmission Network Access of GCA as Annex 1. 3. Other Market Rules as referred to in the contract (published by NRA) 4. Austrian Gas Act (Federal legislation) 5. Gas Market Model Ordinance (Secondary legislation) 6. Gas System Charges Ordinance (Secondary legislation)
AT (TAG)	<ol style="list-style-type: none"> 1. Standard capacity contract (monthly/quarterly and yearly products) respectively Frame Day-Ahead and Within-Day Contract 2. General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH (Annex 1 to the above mentioned contract and herewith integral part of the contract) 3. Other Market Rules as referred to in the contract (published by NRA) 4. Austrian Natural Gas Act (Federal legislation) 5. Gas System Charges Ordinance (Secondary legislation) 6. Gas Market Model Ordinance (Secondary legislation)
BE	The main terms and conditions that govern the bundled capacity products are contained in the Standard Transmission Agreement or STA (including its Annex II) and in the Access Code for Transmission (ACT), whose provisions are binding upon a Network User once he signs the STA.

⁴ Not all analysed countries are included in the tables of this section. The list is only indicative and was provided to ENTSG on a voluntary basis.

	1. Which are the texts providing for the main terms and conditions that govern the bundled capacity products of the TSO and which is their structure (for ex. are they annexed to the contract)? Are they only of contractual nature or also completed/governed by other documents (legal texts, Network Codes, NRA decisions, TSO internal Network Codes, etc.)?
	The STA and the ACT are contractual of nature since they apply to the Network User only once he has agreed to them by signing the STA. Yet, those documents are standard documents approved by the NRA, whose content is similar for all network users and not negotiable by the Network Users ("contrat d'adhésion"), which can be however express their views on each contract modification during a consultation process.
BG	<ol style="list-style-type: none"> 1. Transport contract 02/2017 2. Annexes to the transport contract (1,2,3A,3B,3C,3D,3E,4A,4B,5A,5B,5C, 3) 3. Rules for Access 4. Energy Act
CZ	<ol style="list-style-type: none"> 1. Gas Market Rules 2. Network Code 3. General Gas Transmission contract 4. Price decision - price decision defines the price of the product at the IP that is identical for bundled / unbundled capacity product
DE	<ol style="list-style-type: none"> 1. General Terms and Conditions 2. Cooperation Agreement (KoV) 3. BNetzA BEATE Regulation 4. BNetzA KARLA Regulation and Amendment 5. EnWG (Energy Industrial Act) 6. GasNZV (Gas Network Access Ordinance)
DK	<ol style="list-style-type: none"> 1. Framework Agreement (for Network Users, for Gas Supplier etc.) 2. Appendixes 7 to 10 (e.g. Capacity Order from the Network User to Energinet.dk) 3. Rules for Gas Transportation
EE	<ol style="list-style-type: none"> 1. Elering Gaas AS Methodology of Gas Transmission Capacity Allocation (KA impl tõlge 090617) 2. Elering Gaas AS Gas Balancing Contract Standard Terms and Conditions
EL	<ol style="list-style-type: none"> 1. Standard Framework Natural Gas Transmission Agreement 2. Network Code

	1. Which are the texts providing for the main terms and conditions that govern the bundled capacity products of the TSO and which is their structure (for ex. are they annexed to the contract)? Are they only of contractual nature or also completed/governed by other documents (legal texts, Network Codes, NRA decisions, TSO internal Network Codes, etc.)?
ES	<p>The main terms and conditions that govern the bundled capacity products are contained in a specific piece of regulation, Circular 1/2014, in the Standard Contract and in two non-binding documents agreed between Enagás and the adjacent TSOs (TIGF and REN), called InfoMemo between Enagás and REN and InfoMemo between Enagás and TIGF. Those documents are standard documents whose content is not negotiable and not negotiated by the Network Users.</p> <ul style="list-style-type: none"> • The Standard Contract is contractual nature since it only applies to the Network User only once he has agreed to it by signing it. • The Circular 1/2014 was approved by the CNMC (Spanish regulator) and published in the National Gazette. • The InfoMemos are non-binding document agreed by TSOs and supervised by the NRAs.
FR (TIGF)	<ol style="list-style-type: none"> 1) The main terms and conditions that govern bundled capacity are: <ul style="list-style-type: none"> o Appendix E.1: Procedure for the commercialisation of capacities at the virtual point Pirineos o Section 1: Reservation of capacities on the main grid. o Appendix E.1 and Section 1 are contractual documents. 2) CAM NC. Deliberations by the French Energy Regulatory Commission.
FR (GRT-gaz)	<p>Transmission Contract, subdivided in several sections (every section handles a different aspect of the TSO-client relationship), with appendices and an "Operational Network Code", which are all part of the Transmission Contract.</p> <p>The Contract makes some references to texts of legal nature, such as NRA decisions regarding tariffs.</p>
HR	<p>Plinacro only offers bundled capacity products in compliance with Transmission System Network Code and CAM NC, definition Article 3, other provisions Article 71. and Article 89.</p> <p>All contract on INT are bundled and Plinacro does not have any unbundled capacity, also does not have to bundle any existing transport contracts.</p>
HU	<ol style="list-style-type: none"> 1. General terms of the contract 2. Network Usage Framework Contract 3. Transmission System Operation Cooperation Agreement 4. Business Code
IE	<ol style="list-style-type: none"> 1. Standard Framework Agreement (contractual document) 2. Network Code (administrative regulatory Act approved by the NRA)
IT	<ol style="list-style-type: none"> 1. Transportation Contract (contractual document)

	1. Which are the texts providing for the main terms and conditions that govern the bundled capacity products of the TSO and which is their structure (for ex. are they annexed to the contract)? Are they only of contractual nature or also completed/governed by other documents (legal texts, Network Codes, NRA decisions, TSO internal Network Codes, etc.)?
	2. Network Code (approved by the NRA), which is part of the Contract and is subscribed simultaneously to the Contract itself
LT	<ol style="list-style-type: none"> 1. Agreement 2. Network Rules 3. Balancing Rules 4. Law on natural gas
NL	<ol style="list-style-type: none"> 1. Standard Framework Agreement (contractual document) 2. Transmission Agreements (contractual document) 3. Annex 1: Network Code (administrative regulatory Act approved by the NRA) 4. Annex 2 <p>Completed by legal provisions. The majority of the main terms and conditions governing (bundled) capacity products are included in the GTS general terms and conditions. These GT&Cs apply to capacity products in general, which include bundled capacity. The GTS general terms and conditions are part of the capacity transport contract. Next to the transport contract (including the GTS general terms and conditions), the Dutch network codes also govern the contractual relationship between GTS and Network User. Examples are the Transmission Code Gas and the Definitions Code Gas. These codes are (legally binding) administrative decisions by the Dutch regulatory authority, the Authority Consumer and Markets.</p>
PL	<ol style="list-style-type: none"> 1. Transmission contract 2. General terms and conditions of the transmission of gas 3. Transmission Network Code 4. Tariff for Gas Transmission
RO	<ol style="list-style-type: none"> 1. Network Code 2. ORDER no. 88/22.11.2016 on measures for transmission capacity booking at the Interconnection Points between the Romanian Gas Transmission System and the Gas Transmission Systems of EU Member States neighbouring Romania
SI	<ol style="list-style-type: none"> 1. Rules and General Terms and Conditions_2014 2. Rules on terms and conditions for capacity allocation mechanisms at Interconnection Points of the transmission system through auctions 3. Rules amending the Rules on the procedure for the allocation of capacity on transmission system
SK	1. Framework Contract on access to the Transmission Network and gas transmission

	1. Which are the texts providing for the main terms and conditions that govern the bundled capacity products of the TSO and which is their structure (for ex. are they annexed to the contract)? Are they only of contractual nature or also completed/governed by other documents (legal texts, Network Codes, NRA decisions, TSO internal Network Codes, etc.)?
	2. Gas Market Rules 3. Operational Order
UK (PTL)	The main terms and conditions for bundled capacity products are all contained within the Network Code, which is considered as the contractual documents.
UK (IUK)	IUK Access Agreement
UK (NG)	1. Uniform Network Code (4 binders), which is the contractual documents 2. National Grid Gas plc Gas Transporter Licence

	2. Do the abovementioned documents require approval by the NRA (contracts, network codes etc.)?	
	(yes/no/na)	Comments
AT (GCA)	Yes (partially)	The General Terms and Conditions for Transmission Network Access of GCA require the approval of the NRA acc. to sec. 32 par. 1 Austrian Gas Act.
AT (TAG)	Yes (partially)	The General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH require the approval of the NRA, the contracts can be changed without approval of the NRA.
BE	Yes	The STA and the ACT are subject to the approval of the NRA (CREG).
CZ	Yes, partially	Gas Market Rules and Price decision are issued by the NRA. Network Code is approved by the NRA. General Gas Transmission Contract must be in line with the legislation / network code.
DE	Yes, partially	Amendment of parts of General Terms and Conditions are subject to NRA approval
EL	Yes	1. Standard Natural Gas Transmission Agreement 2. Network Code
ES	Yes	The Standard Contract and the Circular 1/2014 are subject to the approval by the NRA.
FR (TIGF)	No	No need to require approval by the French Energy regulatory commission. Yet, any update is preliminary submitted to CRE prior to the entry into force.

	2. Do the abovementioned documents require approval by the NRA (contracts, network codes etc.)?	
	(yes/no/na)	Comments
FR (GRT-gaz)	No	The contract may be submitted to CRE for information purposes.
HR	Yes	Approval from NRA is required to enactment for the framework Transmission System Network Code
HU	Yes	Pursuant to the applicable provision of the Gas Supply Act the Business Code shall enter into force upon its approval by the Authority. The natural gas transmission system shall be developed, operated, maintained and all defects, interruptions thereof shall be remedied by the Company subject to the Network Users' demand and with the approval of the Authority.
IE	Yes	The Framework Agreement and the Network Code
IT	Yes	The Network Code
NL	Yes	The GTS general terms and conditions do not require approval by the NRA. The Dutch network codes are established by the Authority Consumer and Markets.
PL	Yes	Transmission Network Code and the Tariff for Gas Transmission Services
RO	Yes	The National Energy Regulatory Authority's approval the following documents (both contain requirements to be met by the users of the NTS, including framework contracts, NC for non-IP's and Order 88 for IP's: a) Network code; b) Order 88/2016.
SI	Yes	Network Code for natural gas transmission system and Rules on terms and conditions for capacity allocation mechanisms at interconnection points of the transmission system through auctions (part of which are the General Terms and Conditions) are all subject to NRA approval.
SK	Yes	In accordance with Section 15(6) and Section 45(4) of Act No. 250/2012 Coll. on regulation in network industries (the „Regulation Act“) and the Decree of the Regulatory Office of Network Industries No. 24/2013 Coll. laying down rules for the operation of internal market in electricity and rules for the operation of internal market in gas (the “Market Rules”), the TSO shall submit and, after the approval by the Regulatory Office of Network Industries (“RONI”), publish an Operational Order of the TSO, which shall lay down the commercial conditions for access to the transmission system and gas transmission and of connection to the transmission system (the “Operational Order”) and which, pursuant to Section 13(4) of the Regulation Act, shall be binding for all market participants;

	2. Do the abovementioned documents require approval by the NRA (contracts, network codes etc.)?	
	(yes/no/na)	Comments
UK (PTL)	Yes	Network Code
UK (IUK)	Yes	The Agreement and the appendices.
UK (NG)	Yes	The NRA is always required to approve National Grid's Licence, and may be required to approve amendments to the Uniform Network Code contract.

	3. Is drafting or amending the contract or other documents governing main terms and conditions subject to a public consultation procedure or another equivalent procedure? Which are the involved parties or public authorities?	
	(yes/no/na)	Comments
AT (GCA)	Yes	The amendment process of the General Terms and Conditions for Transmission Network Access of GCA foresees a public consultation as executed by the NRA. This consultation is open to any interested party.
AT (TAG)	Yes	The amendment process of the General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH foresees a public consultation executed by the NRA. This consultation is open to any interested party.
BE	Yes	Public (market) consultation for the STA and the ACT (organized by the TSO, but controlled by the NRA).
BG	Yes	Publishing a draft supplement or amendment or new General Terms and Conditions on Bulgartransgaz website for public consultations with the stakeholders for a minimum of three weeks.
CZ	Yes	Public consultation for possible amendments of the legal acts and network code. The consultation is governed by the NRA and relevant stakeholders can participate in it.
DE	Yes	Consultation is conducted by relevant German associations; involved parties are NRA and shipper / shipper associations.
EL	Yes	Following the submission by the TSO to the NRA (RAE) of the amendments on the relevant documents (Network Code, STA), RAE sets the said docs in public consultation.
ES	Yes	Public (market) consultation for the Standard Contract and the Circular organized by the NRA.
FR (TIGF)	Yes	Such amendment follows the following process: - Submission to the CRE;

3. Is drafting or amending the contract or other documents governing main terms and conditions subject to a public consultation procedure or another equivalent procedure? Which are the involved parties or public authorities?		
	(yes/no/na)	Comments
		- Public market consultation (General terms, appendix and sections) offered to TIGF Network Users at least 30 days ahead the scheduled entry into force.
FR (GRT-gaz)	No	There is a "concertation" procedure, which is not, equivalent to a public consultation, because it is not a legal or contractual requirement for the amendment of the Transmission Contract but conducted on a voluntary basis. Of course, it is open to all stakeholders. Amendments are published at least 30 days ahead the scheduled entry into force.
HR	Yes	GT&Cs is an integrated part of the Transmission system Network Code and any changes have to be approved by NRA. For the changes of the both documents the public consultation in the period of two weeks has to be done. In the public consultation any interested party can participate (legal and natural person). For drafting the contract no involved parties or public authorities outside the TSO are required. No public consultation procedure is required.
IE	Yes	Public consultation with Network Users for amendment to the framework agreement under the supervision/approval of the NRA. Any amendment to the Network Code goes through a consultative process with Network Users and must be supervised/approved by the NRA.
IT	Yes	The amendment of the Network Code is subject to public consultation (a specific Consultation Committee for gas transportation activity and any other subject can provide the TSO with opinion and observations).
LT	Yes	While passing legal acts regulating activities on the market in natural gas on the basis of this Law or its subordinate legislation, except for legal acts settling disputes, the Commission shall, in accordance with the procedure and conditions established by legal acts, publish draft of these legal acts and set a reasonable time limit for parties concerned to submit comments. ⁵
NL	Yes	Drafting or amendment of the GTS general terms and conditions is subject to public consultation in accordance with Articles 6.D.7 and 6.D.8 of the TSC (GTS is entitled to amend these general conditions to accommodate the Dutch Network Code and legislation imposing obligations on GTS. Such amendments will have effect from the date the new

⁵ Article 17 Law on natural gas.

3. Is drafting or amending the contract or other documents governing main terms and conditions subject to a public consultation procedure or another equivalent procedure? Which are the involved parties or public authorities?		
	(yes/no/na)	Comments
		legislation enters into force. GTS will consult with Network Users or ewex prior to the amendments of the general conditions related to this Article 6.D.7. GTS will inform Network Users or ewex at least one gas month before the entering into force of a material change pursuant to Articles 6.D.5, 6.D.6 or 6.D.7.). Stakeholders such as representative organisations and market parties as well as other System Operators (Distribution System Operators) are involved.
SI	Yes	The amendment process of the Network Code for natural gas transmission system and Rules on terms and conditions for capacity allocation mechanisms at interconnection points of the transmission system through auctions (part of which are the General Terms and Conditions) foresees a public consultation. This consultation is open to any interested party.
UK (PTL)	Yes	Consultation with Network Users is required before any modification is made to the Network Code. The modification requires NRA approval before it becomes effective.
UK (IUK)	Yes	The amendments of the Agreement and its appendices should be subject to public consultation and consultation with IUK Network Users as may be required under the Interconnector Licence or applicable law.
UK (NG)	Yes	Amendments will be subject to Consultation.

4. Is the contract subject to periodical amendments?		
	(yes/no/na)	Comments
AT (GCA)	Yes	1-2 times a year, reflecting changes in the regulatory environment
AT (TAG)	Yes	1-2 times a year, reflecting changes in the regulatory environment
BE	Yes	Most frequent amendments concern the ACT (included by reference in the STA).
CZ	Yes	Depends on the legal changes and situation at the market.
DE	Yes	In general, General Terms and Conditions are subject to modifications every or every second year
FR (TIGF)	Yes	Twice a year: April and October/or November

	4. Is the contract subject to periodical amendments?	
	(yes/no/na)	Comments
FR (GRT-gaz)	Yes	Two to four times per year
HR	Yes	The contract can be amendment in compliance with the Civil act.
IE	Yes	Framework Agreement has not been changed since originally drafted. Network Code is subject to constant ongoing modification
IT	Yes	The Network Code is amended consequently to changes in the reference legislative framework, the evolution of the gas market and technology and material errors in the text. Amendment can arise from requests by the Network Users, individually or associated, the regasification and storage companies and the trade associations of the distribution companies, limited to the issues they are directly involved in.
NL	Yes	<ul style="list-style-type: none"> - In general once a year at the start of the calendar year. - The GTS general terms and conditions are updated and amended more regularly if necessary.
SI	Yes	It is changed once a year at the start of the calendar year, subject to changes in regulatory environment. Additionally, if necessary, the general terms and conditions can be updated and/or amended.
UK (PTL)	Yes	The Network Code is regularly modified throughout the year however these changes do not necessarily have any impact on the bundled capacity products.
UK (NG)	No	There is no periodic review for the UNC contract – but there is for the Licence.

	5. Do Shippers need to be registered with the TSO or the NRA as Network Users? If yes, which is the procedure and where is this procedure provided for?	
	(yes/no/na)	Comments
AT (GCA)	Yes	Network Users need to conclude a frame contract with GCA and to register with the booking platform for being able to participate in auctions. Acc. to sec. 91 Austrian Gas Act Network Users must either join a balance group or form a balance group approved by the Austrian NRA to use the network.

5. Do Shippers need to be registered with the TSO or the NRA as Network Users? If yes, which is the procedure and where is this procedure provided for?		
	(yes/no/na)	Comments
AT (TAG)	Yes	Shippers need to register for the participation in auctions with TAG and PRISMA (APPENDIX 1 to the General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH) Acc. to sec. 91 Austrian Natural Gas Act Network Users must either join a balance group or form a balance group approved by the Austrian NRA to use the network.
BE	No	Shippers only need to sign the STA and meet the creditworthiness requirements set out in that contract (which in certain circumstances can imply giving a bank guarantee). No formal registration with TSO or NRA needed to access the gas transmission system.
CZ	Yes	Shipper needs to have a license for trade issued by the NRA according to the Energy Act. Furthermore, to be active at the IPs, the shipper needs to conclude the Gas Transmission Contract with the TSO. To be active on the virtual trading point within the Czech Republic, the shipper has to conclude a contract with the market operator – OTE.
DE	Yes	According to the GT&Cs for capacity contracts, a registration as a Network User on the primary capacity platform and acceptance by the Transmission System Operator as a Network User is a precondition. Registration on the primary capacity platform is governed by the terms and conditions for the primary capacity platform The transmission system operator may request from the Network User a copy of its entry in the register of companies or, in the case of foreign Network Users, equivalent documents to provide substantiation of authority to act on behalf of the company. The form provided via the primary capacity platform shall be completed and signed by a person or persons authorised to act on behalf of the Network User; The name of at least one person authorised to represent the Network User as a user of the primary capacity platform shall be stated in the form; this shall also apply to any user who may be added after the completion of admission
DK	Yes	All Players in the Danish Gas System shall be registered in a Register of Players i.a. in order to provide an effective basis for changing Gas Supplier and Shipper, establish communication between the Players and, in respect of the Shippers, to minimize the risks associated with Reconciliation. ⁶

⁶ Article 2 of the Contract.

5. Do Shippers need to be registered with the TSO or the NRA as Network Users? If yes, which is the procedure and where is this procedure provided for?		
	(yes/no/na)	Comments
EL	Yes	And considering that the Transmission User is registered in the Registry of NNGS Users, in accordance with Article 72 of Law 4001/2011, Government Gazette 179 A/22.08.2011
ES	Yes	<p>Shippers must be registered as licensed Shippers in the Spanish system. The requirements and procedure to get the license are detailed by the Ministry of Energy, Tourism and Digital Agenda (MINETAD) at the following link: http://www.minetur.gob.es/energia/gas/Requisitos/Paginas/comercializador.aspx</p> <p>Once Shippers have been accredited as licensed Shippers to operate in the Spanish system, they will be included in the "List of Natural Gas Shippers" (i.e. "Listado de comercializadores de gas natural") published by CNMC according to Article 80 of the Hydrocarbons Law, modified by Law 25/2009. This List is available at: https://www.cnmc.es/sites/default/files/editor_contenidos/Energia/Listado%20Comercializadores/Gas/2017-9%20Listado%20de%20comercializadores%20de%20gas%20natural%20(15%2009%202017).pdf</p> <p>Once Shipper have been included in the "List of Natural Gas Shippers", they will have to get in touch with Enagás in order to have access to the SL-ATR platform (i.e. IT platform to operate in the Spanish system) and to the electronic platform where access contracts are signed.</p> <p>Once Shippers have successfully carried out the previous steps, then, and 1 day before any auction starts, Shippers will have to sign the Standard Contract ("CONTRATO MARCO PARA EL ACCESO AL SISTEMA DE TRANSPORTE Y DISTRIBUCIÓN DE ENAGAS TRANSPORTE, S.A.U. MEDIANTE CONEXIONES INTERNACIONALES POR GASODUCTO CON EUROPA CON PARTICIPACIÓN EN LOS PROCEDIMIENTOS DE ASIGNACIÓN DE CAPACIDAD MEDIANTE SUBASTA. ") with Enagás in advance in order to participate in any auction. The Standard Contract will only be signed once during the registration process to conclude bookings and to participate in auctions with Enagás.</p>
FR (TIGF)	Yes	Shippers need to be registered by the TSO as a Network User holding a valid transport contract. The shipper must obtain and give the TSO the proof of its access right in respect of current regulation: Article L 443-1 and following of Energy Code (authorization of the minister for energy).

5. Do Shippers need to be registered with the TSO or the NRA as Network Users? If yes, which is the procedure and where is this procedure provided for?		
	(yes/no/na)	Comments
FR (GRT-gaz)	No	Shippers must apply for a supply licence prior to the signature of the transmission contract, but this is handled by the Energy Ministry, not the TSO. Shippers are registered as Network Users by the TSO after signing of the contract according to a TSOs internal procedure without legal value.
HR	Yes	Pursuant to Article 8 of the Gas Market Act, NRA can issue a license for gas trading or gas supply to gas trader or gas supplier from the Member State of the European Union and from the Energy Community contracting party. The simplified procedure of obtaining energy license envisaged under Article 8 of the Gas Market Act and Article 16 of Ordinance on Licenses for Energy Activities and Keeping the Register of Issued and Revoked Licenses for Energy Activities (hereinafter: the Ordinance) does not require that a company (gas trader/supplier) is registered in the Republic of Croatia. Also for the balancing purposes they must register to the Croatian Energy Market Operator in compliance with Rules on the organization of the gas market. With signing the contract for the transmission services he becomes a TSO Network User.
IE	Yes	According to an internal TSO network Code, Shippers first obtain a Shipping License from the NRA then submit their registration application to the TSO and when registration completed sign a Framework Agreement with the TSO.
IT	Yes	According to the Network Code, parties, who require access to the transportation service have to obtain the access credentials for the information system for capacity booking.
NL	Yes	They need to be registered with GTS. The procedure, which is included in the Dutch Transmission Code Gas (see Annex 1, Article B1.1 and onwards), mainly checks potential Network User's creditworthiness as well as ability to send and receive nominations and confirmations (communication check).
SI	Yes	Needs to be register at the TSO.
UK (PTL)	Yes	In the NI transmission regime Shippers are Network Users and therefore have to be registered with the TSO. In the first instance, Shippers are granted a licence from the NRA. Shippers will accede to the Network Code in accordance with section 22.2*. Shippers will also have to register at the IP, which is provided for in section 22.4* of the Network Code.

5. Do Shippers need to be registered with the TSO or the NRA as Network Users? If yes, which is the procedure and where is this procedure provided for?		
	(yes/no/na)	Comments
		*References to the Network Code mean the NI Network Gas Transmission Code, which has replaced the PTL Transportation Code.
UK (NG)	Yes	Shipper's must be registered in accordance with UNC Transportation Principal Doc Section V para 2.

III. Clause by Clause Comparison

Explanatory note as regards information in the tables

The tables were filled for each country/TSO only if information was provided by the TSO or could be found with certainty by the ENTSGO Brussels Team. In case of doubt, the relevant cell has been filled with the notion "no information received", which means that no contracts have been provided and therefore no information has been filled in the tables or "not enough information received", which means contracts have been provided, but no information has been found for a specific cell.

Comparison has been made on a country by country basis. When TSOs' contracts in the same country provide for different elements in the same provision differences are explicitly mentioned.

"Not mentioned in the clause" means that certain information is not mentioned in a contractual provision *stricto sensu* being the object of comparison, either because it is regulated by another text or not regulated at all. When contracts are adopted by means of a regulatory act (like a Network Code), information is filled but the source is explicitly stated mainly by means of a footnote.

In some cases further explanations are provided by means of footnotes as well.

1. PARTIES

1.1. OBJECT

This provision informs about the identity of the contracting parties.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The contracts are always concluded between the TSO on the one hand, and a Network User on the other hand, except for UK arrangements, whereby there is a single contract between the Transporter on one hand, and all Users on the other hand.

The terminology used in the contracts may vary from one TSO to another. The greatest differences of terminology are the wording used to identify the Network User (such as: Network User, Grid User, Shipper, and System User).

All the contracts request general information about the parties such as their address, the number of company registration, the VAT number of the company and sometimes the identity of the authorized representative. In certain countries some of the information covered by this provision may also be covered by the documentation provided by the Network User in the framework of the registration process with a booking platform (e.g. on PRISMA)

Putting aside the differences in terminology, there is already large convergence regarding this provision.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	TSO	Denomination of other party [Network User/Grid User/System User/Shipper]	Identification of the NU is re- quired	Address	N° of company registration	VAT number	Authorized representative
AT (GCA)	Yes	System user	Yes	Yes	No ⁷	No ¹	No ¹
AT (TAG)	Yes	System user	Yes	Yes	No	Yes	No
BE	Yes	Grid User	Yes	Yes	Yes	No	Yes
BG	Yes	Customer	Yes	Yes	Yes	Yes	Yes
CZ	Yes	User	Yes	Yes	Yes	Yes	Yes
DE	Yes	Shipper	Yes	Yes ¹	Yes ¹	Yes ¹	Yes
DK	Yes	Shipper	Yes	Yes	Yes	Yes	No
EE	Yes	Network user	Yes	Yes	Yes	Yes	Yes
EL	Yes	Network User	Yes	Yes	Yes	Yes	Yes
ES	Yes	Contratante	Yes	Yes	Yes	Yes	Yes
FI	[no information received]						
FR	Yes	Shipper	Yes	Yes	Yes	No	Yes
HR	Yes	Transmission System User	Yes	Yes	Yes	Yes	Yes
HU	Yes	Network User	Yes	Yes	Yes	Yes	No
IE	Yes	Shipper	Yes	Yes	Yes	No	No
IT	Yes	Shipper	Yes	Yes	Yes	Yes	Yes
LT	Yes	System User	Yes	No	No	No	Yes
LU	[no information received]						
LV	[no information received]						
NL	Yes	Shipper	Yes	Yes	Yes	Yes	Yes
PL	Yes	System User	Yes	Yes	Yes	Yes	No

⁷ Information is gathered during registration of a new User but not contained in the GT&C.

	TSO	Denomination of other party [Network User/Grid User/System User/Shipper]	Identification of the NU is re- quired	Address	N° of company registration	VAT number	Authorized representative
PT	[no information received]						
RO	Yes ⁸	Network User	Yes	Yes	Yes	Yes	Yes
SE	[no information received]						
SI	Yes	Network User	Yes	Yes	Yes	Yes ¹	Yes ¹
SK	Yes	Shipper	Yes	Yes	Yes	Yes	No
UK	Yes	Prospective Shipper NG: User	Yes	Yes	Yes	No	No

⁸ More precisely, there is no provision but an introductory part for the identification of the parties completed by a declaration delivered by the Network User's legal representative.

2. OBJECT/SCOPE OF THE CONTRACT

1.1. OBJECT

This provision, when included, states briefly the scope of application of the contract, the services covered by the contract and/or more rarely the main rights and obligations of the parties (see also “rights and obligations”-clauses).

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

A majority⁹ of countries contracts contain a specific “object” provision, which is usually broader than the scope of the present analysis, taking into consideration that most TSOs GT&Cs, which include this clause, govern all capacity products and services offered by the TSO. In some contracts, this “object” provision may figure under the title “scope” of the contract (for e.g. AT, RO). Of course, elements corresponding to the object/scope of the contract can be found to other clauses as well, such as “Parties” provision, “Rights and Obligations” provision or “Permit & Licences” provision.

About half of the contracts list the different services provided by the TSO, which are mainly similar (access, transmission, making available capacity bookings) Two TSOs explicitly mention odorization services (IT and HU). The terms and conditions give further information on the services and their precise scope.

In most situations where an object clause is mentioned in the contract, it refers to the two main parties to the agreement: the TSO and the Network User (see also analysis of the “Parties”-clauses).

Only three contracts mention a registration obligation in the “object” clause. When the “object” clause is silent on this matter, reference has also to be made to the “permits and licenses”-clause (see analysis of the corresponding clauses).

Although this provision lists main TSO's products in a similar way, there are some differences in the content/list of “secondary” services of the clause (e.g. odorization, measurements, conversion services etc.).

⁹ 15 out of 24.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
AT(GCA and TAG)	Yes	Yes	Yes (but not in detail)	Network User	[not mentioned in the clause]
BE	Yes	No	No	TSO, Network User	[not mentioned in the clause]
BG	Yes	No	No	TSO, Network User	[not mentioned in the clause]
CZ	Yes	No	No	Parties	[not mentioned in the clause]
DE	No	No ¹⁰	No ¹¹	No ¹²	Registration is required but dealt with in other clauses such as contract conclusion (§1) and registration § 2a.
DK	Yes	No	No	All players	Yes
EE	Yes	No	No	TSO, Network User	No
EL	Yes	Yes (At least firm/interruptible)	Yes On a firm basis :	TSO, Network User	Yes,

¹⁰ par. 9 of the Contract.

¹¹ par. 9 of the Contract.

¹² par. 1 of the Contract.

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			<ul style="list-style-type: none"> - Reception and measurements of natural gas by the TSO at Entry Points, transmission through the NNGTS and delivery at the Virtual Nomination Point (VNP). Or - Reception of natural gas by the Operator at the VNP, transmission through the NNGTS, delivery at Exit Points, and measurements at the Exit Points. 		<ul style="list-style-type: none"> - Registration in the Users' Registry (Preamble of the STA) Registration in the Capacity Booking Platform (Article 1 of the STA)
ES	Yes	No	<p>Yes</p> <ul style="list-style-type: none"> - booking of a specific amount of transmission/distribution entry/exit capacity, 	TSO, Network User	Yes on the platform

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			determination of the access conditions through an IP with an EU country, and provision of the services according to the results of the auction where the user has participated in exchange of the price established.		
FI	[no information received]				
FR (GRT-gaz)	Yes	No	<p>Yes</p> <ul style="list-style-type: none"> - provision of transmission capacity to the Network User on the Upstream and/or Downstream Networks; - transmission of gas on the Network; - access to Title Transfer Points on Balancing Zones 	Parties	[not mentioned in the clause]

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			- access to conversion from H-gas to L-gas and from L-gas to H-gas services.		
And of the GT&C FR (TIGF)	Yes	No	Yes - reservation service for Capacities on the Main Network - reservation service for Capacities on the Regional Network - TRS Over-The-Counter Market access service.	TSO, Network User	[not mentioned in the clause]
HR	Yes	No	Yes - capacity use at the Entry/Exit points - determination of available capacity	Parties	[not mentioned in the clause]

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			- offer of standard products at an inter-connection pursuant to CAM NC		
HU	Yes	No	Yes - capacity booking - natural gas supply - system operation service - odorization service	TSO, Network User	[not mentioned in the clause]
IE	No	No	No clear list included in the provision, elements found in several clauses	[not mentioned in the clause]	[not mentioned in the clause]
IT	Yes	Yes	Yes - firm transportation service - interruptible transportation service - capacity booking - capacity transactions - physical balancing of network	TSO, Network User	[not mentioned in the clause]

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			<ul style="list-style-type: none"> - commercial balancing of network - gas allocation - provisional and final balance - administration of transportation data - balancing charges - gas measurement - gas quality parameters - odorization of the gas - transportation network interventions - management of services emergencies - alternative service of supply by means of gas bottle trucks - gas shortages - invoicing 		

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
LT	Yes	No	No	TSO, Network User	[not mentioned in the clause]
LU	[no information received]				
LV	[no information received]				
NL	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]
PL	Yes	No	<p>Yes (but the list is provided in a separate document called Capacity/Ability Allocation document, which is an attachment to the Framework Contract)</p> <ul style="list-style-type: none"> - provide the Network User with the access to the transmission system - provide the Network User with the transmission of gaseous fuel for the purposes of its delivery to distribution 	TSO, Network User	[not mentioned in the clause]

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			systems and storage facilities - provide the Network Users with gas transmission and balancing services		
PT	[no information received]				
RO	Yes	No (only implicitly mention: "standard capacity products")	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
SE	[no information received]				
SI	Yes ¹³	Yes	No	Network User and TSO	[not mentioned in the clause]
SK	Yes	No	Yes - provide access to the transmission system and gas transmission at Interconnection Points	Parties	[not mentioned in the clause]

¹³ 3.1 of GT&C

	Specific object clause in the contract and/or GT&Cs and annexes [yes/no]	Firm capacities are explicitly mentioned as an available product in the object clause? [yes/no]	List with offered services? [yes/no] if yes, which services are proposed?	Parties/actors explicitly mentioned in the object clause of the contract	Registration
			to/from third countries and at the domestic point - title transfer service - cross-border connection of a storage facility		
UK (IUK)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]
UK (NG)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]
UK (PTL)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]

3. DEFINITIONS

1.1. OBJECT

This clause defines the terms used in the contractual documents.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

During the assessment of the provisions for Definitions the TSOs' GT&Cs and capacity contracts were reviewed, but not the definitions, which can be found in national law, and compared with the EU gas regulation.

Three different approaches are adopted by the TSO's regarding the location of the definitions in the contractual documents:

- some TSOs (BE, BG, EE, FR, IT, UK(PTL)) include them in the contract or the General Terms and Conditions (GT&C);
- most (AT, CZ, EL, HR, IE, NL, PL, RO, UK (NG)) do not include them in the contract as such, but make reference to national Codes or regulations;
- finally, a smaller group of TSOs (e.g. DE) uses a mixed approach: some definitions can be found in the contract or the GT&C and other definitions are in national Codes or regulations.

All TSOs have in common that only a few of the definitions listed in Directive 2009/73/ EC, Regulation (EC) No 715/2009 and all the Network Codes, which form integral parts of Regulation (EC) No 715/2009 (CAM NC, BAL NC, INT NC and TAR NC), are included in the list of definitions they use. Likewise all the TSOs also use other terms aside those listed in the above mentioned gas regulation of the European Union.

A comparison (EU gas regulation vs. TSO contracts) of the definitions of several main terms¹⁴ shows that:

¹⁴ Analyzed definitions : Additional Capacity; Allocation; Ascending Clock Auction; Auction Calendar; Auction Premium; Available Capacity; Bidding Round; Bundled Capacity; Capacity; Clearing Price; Confirmed Quantity; Congestion Management; Contracted Capacity; Contractual Congestion; Customer; Firm Capacity; Firm Services; First-Time Undersell; Fixed Payable Price; Floating Payable Price; Gas Day; Interconnection Point; Interruptible Capacity; Interruptible Services; Large Price Step; Lesser Rule; Long-Term Services; Matching Process; Multiplier; Network User; Nomination; Over-Nomination; Reference Price; Re-nomination; Re-nomination Cycle; Reserve Price; Seasonal Factor; Secondary Market; Short-Term

For a majority of contracts (BE, BG, CZ, DE, DK, FR, IT, NL, RO, SL, SK, UK) less than five definitions are a literal replication of the EU definitions and there are lots of differences in the wording used from one TSO to the other. Nonetheless, in most cases the definitions used have the same meaning as the EU definitions.

The most recurrent definitions from the analysed set are: Allocation, Gas Day, Nomination and Transmission System Operator. Some terms for describing the same party or object are not aligned across Europe and thus used interchangeably. One example where this can be observed are the mutually used terms Customer, System User, Network User and User.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
AT (GCA)	No (but GT&C refers to definitions in Gas Market Code)	Yes	a) Present and in accordance with the EU gas regulation: <ul style="list-style-type: none"> - Capacity - Congestion management - Contracted capacity - Contractual congestion - Customer - Firm capacity - Gas Day - Interruptible capacity - Long-term services - Nomination - Re-nomination - System User - Technical capacity

Services; Small Price Step; Standard Capacity Product; System User; Technical Capacity; Transmission; Transmission Services; Transmission System Operator; Transport Contract; Uniform-Price Auction; Unused Capacity; Within-Day Capacity.

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Transmission - Transmission System Operator - Transport contract - Within-Day capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Interconnection Point</u>: A point at which systems of different System Operators are connected with each other.
AT (TAG)	No (but contract and GT&Cs refer to definitions in Gas Market Code)	Yes	The same as AT (GCA)
BE	Yes (Contract)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Confirmed quantity - Gas Day - Interruptible capacity - Network User - Nomination <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Allocation</u>: shall mean the quantity of Natural Gas actually (re)delivered by the Grid User at an Interconnection Point, a Domestic Exit Point or through a Hub Service in accordance with the Operating Procedures (ACT - attachment C.1), for each hour of a Gas Day, expressed in Kilowatt hour (kWh). - <u>Interconnection Point</u>: shall mean a Connection Point linking the Fluxys' transmission system with the transmission system of an adjacent TSO or with an installation.

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - <u>Transmission System Operator</u>: shall mean the party operating the transmission system.
BG	Yes (GT&C)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Contracted capacity - Customer - Firm capacity - Gas Day - Interruptible capacity - Network User - Nomination - Within-Day capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Transmission System Operator</u>: Supplier in this Contract is a physical or legal entity, who supplies natural gas to customers connected to the gas transmission networks where the supply is carried out at the exit point of the gas transmission networks.
CZ	No (but contract refers to Network Code)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Gas Day - Network User (reference to Regulation) - Transmission Nomination (Nomination) <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - None
DE	Yes (GT&C)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Bundled capacity - Capacity

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Interruptible capacity - Within-Day capacity <p>b) Present but more differentiated than the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Transmission System Operator</u>: In case of single sided nominations, there is a distinction btw active Transmission System Operator and passive transmission operator.
DK	Yes (some definitions in the contract but the contract also refers to Rules for Gas transport)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Allocation - Consumer - Firm capacity - Gas Day - Shipper (Network User) - Re-nomination - Within-Day capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Capacity</u>: is transport capacity expressed in kWh/hour in and out of the transmission system, which can be reserved from Energinet.dk. - <u>Matching process</u>: means continuous Matching by Energinet.dk, operators of the Adjacent System, Gas Storage Denmark and Gaspoint Nordic A/S of Nominations and Re-nominations hereof in accordance with clause 6.6. - <u>Nomination</u>: means

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ol style="list-style-type: none"> 1. order delivery of Natural Gas from its Counterparties at the Entry Points, GTF and Storage Point; 2. forecast the delivery of BNG from all the BNG Portfolios according to the Player Relationships with BNG Sellers; 3. forecast the offtake at the Exit Zone for (i) all the Consumer Portfolios according to Player Relationships with Gas Suppliers and (ii) all Direct Sites according to Player Relationships with Direct Consumers; 4. order redelivery of Natural Gas to its Counterparties at the Exit, GTF and relevant Storage Point; and 5. traded Natural Gas at the Gaspoint Nordic to be delivered at the ETF Point. <ul style="list-style-type: none"> - <u>User</u>: is an employee of a Shipper, Distribution Company, Gas Supplier, Storage Customer or BNG Seller, who is granted access to Energinet.dk Online under the terms and conditions of an Online Access Agreement or an employee of a Shipper, who is granted access to PRISMA under the terms and conditions of an GT&Cs for PRISMA and the power of attorney (Appendix 12).
EE	Yes (GT&C and in Methodology document)	Yes	a) Present and in accordance with the EU gas regulation: <ul style="list-style-type: none"> - Allocation - Contractual congestion - Firm capacity - Interruptible capacity - Lesser rule

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Secondary market - Within-Day capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Capacity</u>: is the gas quantity flowing through a cross-section of pipeline per time unit.
EL	No (but contract refers to definitions in the Greek Network Code)	Yes	The terms used in the Network Code for the Regulation of the Natural Gas Transmission System (the Network Code), shall have the meaning attributed to them by Article 2 of Law 4001/2011 (Government Gazette Series I 179) (the Law) or the meaning referred to in the various provisions of the Code.
ES	Yes (Contract and GT&C refer to the Code + definitions in GT&C and in "Normas de Gestion")	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Additional capacity - Allocation - Available capacity - Capacity - Customer - Contracted capacity - Gas day - Interconnection Point - Network User - Nomination - Re-nomination - System User - Transmission System Operator

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			b) Present but different from the EU gas regulation: <ul style="list-style-type: none"> - <u>User</u>: The users are those subjects of the gas system that use the facilities belonging to it. - <u>Transmission System Operator</u>: Operators are those subjects of the gas system authorized to manage any LNG transportation, liquefaction, regasification, storage or distribution facility, in accordance with Law 34/1998, of October 7, of the Hydrocarbons Sector.
FI	[No information received]		
FR (GRT-gaz)	Yes (GT&C)	Yes	a) Present and in accordance with the EU gas regulation: <ul style="list-style-type: none"> - Allocation - Firm capacity - Gas Day - Interruptible capacity - Network User - Nomination - Reserve Price b) Present but different from the EU gas regulation: <ul style="list-style-type: none"> - <u>Additional capacity</u>: firm capacity proposed by GRTgaz following the implementation of a buy-back procedure pursuant to the clause "Capacity Buy-Back procedure" in Section B.

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - <u>Capacity</u>: Daily Capacity: generic term for all or part of the following types of capacity => list of definitions.
FR (TIGF)	Yes (GT&C)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Customer ('End Consumer or Final Customer or Industrial Consumer') - Firm capacity - Gas Day - Interconnection Point - Reserve price - Transmission System Operator <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Interconnection Point</u>: Transport Network Point, determined in the Special Conditions, where the Transmission System Operator makes all or part of the Gas available to the Shipper, for delivery to a Consumer. It is located at the output flange of the corresponding Delivery Station(s). - <u>Capacity</u>: Different definitions - <u>Interruptible capacity</u>: different definitions
HR	No (but contract refers to the Code)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Auction calendar - Congestion management - Contracted capacity - Contractual congestion

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Firm capacity - Gas Day - Interruptible capacity - Matching process - Network User - Nomination - Re-nomination - Secondary market <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Lesser rule</u>: a rule, which is applied at an interconnection if a difference in the amounts of nominations is determined in a matching process.
HU	Yes (GT&C + GT&C refers to Business Code)	No	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Gas day - Bundled capacity - Interconnection point <p>b) Present but different from the EU gas regulation</p> <ul style="list-style-type: none"> - Network user - Customer
IE	No (but contract refers to Code of Operations)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Additional capacity - Ascending clock auction - Auction calendar - Bidding round

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Clearing price - Contractual congestion - Interconnection Point - Standard capacity product - Technical capacity - Uniform price auction - <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Allocation</u>: defined by reference to a list of other defined terms. - <u>Bundled capacity</u>: defined with list of definitions. - <u>Customer</u>: different definition for household, non-household and priority customer. - <u>Interruptible capacity</u>: defined with list of definitions. - <u>Large price step</u>: in respect of an Ascending clock auction for Unbundled IP Capacity means the Transporter Large Price Step and in respect of an Ascending clock auction for Bundled IP Capacity means the sum of the Transporter Large Price Step and the Adjacent TSO Large Price Step. - <u>Nomination</u>: defined with list of definitions. - <u>Reserve price</u>: means the Transporter Reserve Price in respect of any Capacity Auction for Unbundled IP Capacity and means the sum of the Transporter Reserve Price and the Adjacent TSO Reserve Price in respect of any Capacity Auction for Bundled IP Capacity.

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - <u>Small price step</u>: means in respect of an Ascending clock auction for Unbundled IP Capacity the Transporter Small Price Step and in respect of an Ascending clock auction for Bundled IP Capacity the sum of the Transporter Small Price Step and the Adjacent TSO Small Price Step.
IT	Yes (in the Network Code)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Allocation - Auction premium - Available capacity - Competing capacity - Gas Day - Nomination - Over-nomination - Reserve price - Transport contract - Within-Day capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Shipper (Network User)</u>: A gas System User that books capacity for its own use or for selling to third parties.
LT	No (Found in Network rules)	Yes	<p>a) Present and in accordance with EU gas regulation:</p> <ul style="list-style-type: none"> - Additional capacity - Allocation - Confirmed quantity - Contractual congestion

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Firm capacity - Gas Day - Interconnection Point - Interruptible capacity - Interruptible services - Lesser rule - Network User - Re-nomination management - Secondary market - Short-term services - Unused capacity <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - None
LU	[No information received]		
LV	[No information received]		
NL	No (Code and TSC)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Capacity - Gas Day - Interconnection Point - Nomination (and Re-nomination) - Transmission System Operator - Transport contract <p>b) Present but different from the EU gas regulation:</p>

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - <u>Network user</u>: the party for whom the transmission of gas is performed via a gas transmission network. - <u>Customer</u>: a natural or legal person with a connection to a gas transmission network.
PL	No (but contract refers to Transmission Network Code (TNC))	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Allocation - Auction calendar - Capacity - Congestion management - Contractual congestion - Customer - Gas Day - Network User - Nomination - Technical capacity - Transmission - Transmission contract - Transmission System Operator <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - None
PL (ISO)	No (but contract refers to Network Code of the Polish Section of the Transit Gas Pipeline System Yamal-Europe (SGT))	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Allocation - Auction calendar - Capacity

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Congestion management - Contractual congestion - Gas Day - Nomination - Re-nomination - System User - Transmission contract <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Transmission</u>: The transport of gaseous fuel through the SGT between an entry point and an exit point.
PT	[No information received]		
RO	No (but contract refers to Regulation and Network Code)	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Allocation - Gas Day - Matching process - Network User - Transmission services <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - None
SE	[No information received]		
SI	Yes (GT&C) + Rules	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Transport contract (named transmission contract)

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			b) Present but different from the EU gas regulation: <ul style="list-style-type: none"> - <u>Network User</u>: means a Transmission System User such as defined under item 56 of Article 159 of the EZ-1, including a Distribution System Operator and a potential Transmission System User. - <u>Interconnection Point</u>: means a border entry or border exit point in which the transmission system of the Republic of Slovenia is connected to the transmission system of neighbouring countries.
SK	Yes, in both documents	Yes	a) Present and in accordance with the EU gas regulation: <ul style="list-style-type: none"> - Gas Day - Network User b) Present but different from the EU gas regulation: <ul style="list-style-type: none"> - None
UK (IUK)	Yes (GT&C + references in GT&C to Access Code)	Yes	a) Present and in accordance with the EU gas regulation: <ul style="list-style-type: none"> - Auction premium - Bundled capacity - Clearing price - Gas Day - Secondary market b) Present but different from the EU gas regulation: <ul style="list-style-type: none"> - <u>Capacity</u>: means Entry Capacity and/or Exit Capacity.

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - <u>Firm capacity</u>: 'where it is not subject to curtailment except under Section I' - <u>Interruptible capacity</u>: 'where it is subject to curtailment, including under Section I.'
UK (NG)	Uniform Network Code	Yes	<p>a) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Auction calendar - Auction premium - Ascending clock auction - Clearing price <p>b) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Ascending clock auction</u>: Interconnection Point Capacity is offered to and bid for by Users in a series of bidding rounds at ascending prices until the aggregate amount of Interconnection Point Capacity bid for does not exceed the auction quantity, subject to and in accordance with the further provisions of this paragraph 4. - <u>Auction Calendar</u>: in relation to an Auction Year is the auction calendar published by ENTSOG for that Auction Year. - <u>Auction premium</u>: means the amount (if any) by which the Clearing Price exceeds the Starting price. - <u>Clearing price</u>: means the price determined pursuant to the Auction as the price at which Interconnection

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<p>Point Capacity (and Interconnected System Capacity, in the case of a Bundled Auction) is allocated in the Auction.</p> <ul style="list-style-type: none"> - <u>Interconnection Point</u>: is the point or points at which an Interconnector is connected to the NTS; - <u>Nomination</u>: is a nomination by a User in respect of a quantity of gas to be delivered to or offtaken from the Total System on a Day. - <u>Re-nomination</u>: is a Nomination, which revises an earlier Nomination (including a Re-nomination) under paragraph 4, and includes a New Re-nomination (in accordance with paragraph 4.1.9(a)) and a Step Change Re-nomination (in accordance with paragraph 4.1.9(e)). - <u>Reserve Price</u>: means the price below which Interconnection Point Capacity may not be purchased, which shall be set for each Gas Year in accordance with the National Grid NTS Transportation Statement for that Gas Year. - <u>Transmission System Operator</u>: means National Grid NTS or the Adjacent TSO.
UK (PTL)	Yes (GT&C)	Yes	<p>c) Present and in accordance with the EU gas regulation:</p> <ul style="list-style-type: none"> - Ascending clock auction - Auction premium - Clearing price

	List of definitions in the contract or in the GT&C? [yes/no]	Other terms defined in the contract or GT&C (or rules)? [yes/no]	For several main terms: Differences compared to the defined terms of EU gas regulation? [yes/no → if yes, which differences?]
			<ul style="list-style-type: none"> - Nomination - Re-nomination <p>d) Present but different from the EU gas regulation:</p> <ul style="list-style-type: none"> - <u>Auction calendar</u>: in relation to an Auction Year is the auction calendar published by ENTSG for that Auction Year.

4. MAIN RIGHTS AND OBLIGATIONS

1.1. OBJECT

This clause points out the main rights and obligations of the parties under the contract.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

A majority¹⁵ of the countries haven chosen not to include a specific clause listing the main rights and obligations of the parties. Nevertheless, several contracts include elements in this respect in other clauses (e.g. BE, DE, PL) or they may include elements corresponding also to other clauses, like permit and licenses clause (ES).

The contracts, which include a specific clause listing the most relevant and important rights and obligations of each party (BG, CZ, DK, EE, EL, ES, FR(GRT), SI, SK), vary in the level of details provided and in the types of rights and obligations.

The most frequent listed obligations of the TSO are to make available gas network capacities, to accept and to deliver the nominated volumes of gas, and to not discriminate Network Users.

The most frequent obligations of the Network User is to deliver gas in the agreed quality and quantity, and to pay for the services.

About half¹⁶ of the contracts made available contain references to other legal or contractual documents either to define the main rights and obligations or to provide additional details.

The fact that the contract contains or does not contain a clause on the main rights and obligations, as well as the content of such clause, are part of the contractual freedom of the TSOs to define the general structure of their contracts. Of course, the main rights and obligations of the Parties are to a great extent defined by legal provisions or administrative law acts (e.g. permits and authorizations).

¹⁵ 15 out of 24

¹⁶ 10 out of 24

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
AT	Yes	TSO to permit the use of the network according to legal and regulatory texts	Network User to use the network according to legal and regulatory texts	section 31 Natural Gas Act 2011; a) the Gas Market Model Ordinance 2012 (Gas-Marktmodell-Verordnung 2012, GMMO-VO) b) section 70 Natural Gas Act 2011; c) NRA decision on the approval of entry and exit relevant points
BE	No specific clause but several "introductory" clauses ¹⁸	Provide the Network User with, the Transmission Services, which the Network User may have subscribed	The Network User shall pay for, the Transmission Services, which the Network User may have subscribed	Access Code for Transmission
BG	Yes ¹⁹	Secure entry/exit transmission capacity at acceptance/hand over points in line with the capacity products allocated Accept at hand-over points the nominated gas quantities.	Secure the hand-over at the hand over points in line with the nominations and within the allocated capacity	[not applicable]

¹⁷ Main shall mean that rights and obligations are dealt with in a non-exhaustive manner.

¹⁸ such as Articles 3 and 4 of the attachment 2 of the STA.

¹⁹ Subject of the contract, Annexes No. 2, 3A, 3B, 3C, 3D, 3E and 3F.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
CZ	Yes (named « general duties of the parties »)	Accept from or deliver to the Network User the agreed quantity of energy of gas at the entry or exit point.	Deliver or take the agreed quantity of energy of gas and pay the regulated transmission price. Hold the TSO harmless with regard to VAT information. Notify the TSO that the Network User has entered into a valid and effective agreement on the settlement of imbalances.	[not applicable]
DE	No specific clause but several “introductory” articles	Make available the booked capacity at the respective entry/exit points. Take delivery to or provide agreed gas quantities.	Entitles the Network User r to use the network from the entry point up to the virtual trading point or from a VTP to the exit point. Provide or take delivery of the agreed gas quantities. Pay the transportation tariffs.	[not applicable]
DK	Yes partially ²⁰	[Not applicable]	Accept Player Relationships for the Network User's Consumer Portfolios. Accept Player Relationships for the Network User's BNG Portfolios. Conclude capacity agreements. Perform capacity transfers. Perform gas transfers.	[Not applicable]

²⁰ Article 2 of the contract details the rights and obligations of the Network User.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
			Nominate natural gas. Use PRISMA.	
EE	Yes	<p>Obligation on:</p> <ul style="list-style-type: none"> - Equal treatment and transparency <ul style="list-style-type: none"> - Organise the allocation of gas system capacities at relevant entry-exit points and information exchange - Inform the network user immediately about known technical limitations <p>Right to:</p> <ul style="list-style-type: none"> - Set limitations on shipment of the network user in the cases provided by the Methodology and law - Submit invoices to the network user for using capacity and for other services - Change the information technology solutions in reasonable manner 	<p>Obligation on:</p> <ul style="list-style-type: none"> - Follow the rules provided in the Methodology - Arrange the capacity reservation and information exchange on its shipment - Reserve transmission capacity for all the entry and exit shipment - Update information technology hardware and software at its own costs - Settle the invoices for used capacity <p>Right to:</p> <ul style="list-style-type: none"> - To use capacity according to the procedure provided in the Methodology - Obtain information and explanations from the system operator 	[not applicable]

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
EL	Yes ²¹	Receive from or deliver to the Network User the confirmed quantity and, according to the NC specifications, quality of gas at the entry and exit point(s), and the Virtual Nomination Point (VNP).	Deliver natural gas and duly fulfil the financial obligations according to the Agreement, the Code and the legislation.	Article 7, 20B, 62 of the Network Code of the national natural gas system.
ES	Yes ²²	Perform the contracted services subject to the agreed amounts and conditions and whilst following the guidelines of the Technical Management System. Each of the Parties will be responsible as against the other and against third parties for obtaining as many licenses, permissions and authorizations as prove necessary in order to perform its activities and for keeping the foregoing up-to-date.	Each of the Parties will be responsible as against the other and against third parties for obtaining as many licenses, permissions and authorizations as prove necessary in order to perform its activities and for keeping the foregoing up-to-date.	[not applicable]
FI	[no information received]			

²¹ Article 3. Obligations of the Contracting Parties.

²² Clause 6 of the Capacity Contract.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
FR	GRT : Yes ²³ TIGF : No specific clause.	In a non-exhaustive list Take off the quantities of gas made available by the Network User at one or more entry points or title transfer points and make available to the recipient at the delivery Points or title transfer Points.	Make available at each entry point, each day, and the scheduled daily quantity.	[not applicable]
HR	Yes	a) The TSO has the right to ²⁴ : <ul style="list-style-type: none"> - charge a fee for the transmission system use for the service of gas transmission at an interconnection. - restrict/terminate the provision of gas transmission service (under certain conditions); - reject a nomination, re-nomination and modification of an accepted nomination (under conditions); 	a) The Network User has the right to ²⁵ : <ul style="list-style-type: none"> - contract transmission system capacity; - use capacity in accordance with the Notice INT; - input gas into the transmission system in accordance with the nomination of the transmission system usage; - trade in the contracted capacities on the secondary 	The Transmission System Network Code – IX Mutual obligations of the TSO and the Network User. Reference to applicable legal regulations and laws.

²³ Section 2 of the contract. However, while there is a specific provision about « Obligations of GRTgaz » in the Section B, there are numerous obligations of both Parties contained in clauses of Section A and B of the contract.

²⁴ Article 7 of the Transmission System Network Code GT INT.

²⁵ Article 8 of the Transmission System Network Code GT INT.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		<ul style="list-style-type: none"> - reject to take over gas into the transmission system, which does not satisfy the quality/pressure requirements and/or other conditions prescribed by the General terms of gas supply and Network Code; <p>b) The TSO is obligated to:</p> <ul style="list-style-type: none"> - make available to the Network User the contracted capacity in accordance with the contracted capacity; - take over gas quantities, which the Network User inputs into the transmission system, on the basis of confirmed nominations at the entry into the transmission system at which the transmission system capacity was allocated to the Network User; - keep record on the gas quantities taken over from 	<p>market in accordance with the provisions of CAM NC.</p> <p>b) The Network User is obligated to:</p> <ul style="list-style-type: none"> - conclude a Contract on gas transmission at an interconnection and deliver to the TSO the contracted means of payment security and other documentation, - payment of the services - ensure that the gas satisfies the gas quality requirements; - respect its own nominations; - notify the TSO on each change of circumstances, which are essential for the implementation of the Contract; - restrict or suspend gas delivery into the transmission system upon TSO's notice (no respect of gas quality requirements or other reason) 	

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		the Network User at the inter-connection; notify the Network User on the gas quantities taken over from the Network User in accordance with the provisions of the Network Code.		
HU	No	[not applicable]	[not applicable]	[not applicable]
IE	No	[not applicable]	[not applicable]	Code of Operations Part B
IT	Yes (in the Network Code)	<ul style="list-style-type: none"> a) deliver the gas transportation service, within its own pipeline network; b) verify and confirm the transportation programs communicated by the Network User; c) accept the gas delivered by the Network User at Entry Points within the capacity assigned to the Network User and the quality and pressure requirements; d) make available for off-take by the Network User at Redelivery Points quantities of gas equivalent, in energy terms, to the 	<ul style="list-style-type: none"> a) pay for the transportation service fee, in addition to any other amount due to Snam Rete Gas for the performance of the Transportation Contract; b) nominate the gas quantities to input and to off-take from Snam Rete Gas' network; c) deliver at Entry Points gas quantities within the assigned capacity and the quality and pressure requirements; d) offtake at Redelivery Points gas quantities equivalent, in energy terms, to the gas quantities deliv- 	[not applicable]

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		quantities delivered by the Network User at the Entry Points, in compliance with quality and pressure requirements, after having subtracted the relative quantities of Unaccounted-for-gas; e) perform all accounting activities for the transportation service provided to the Network User.	ered to Snam Rete Gas at the Entry Points, in compliance with quality and pressure requirements, after having subtracted the relative quantities of Unaccounted-for-gas.	
LT	No	[not applicable]	[not applicable]	Article 3 of the Rules for Access to the Natural Gas Transmission System indicates: "The responsibility, rights and duties of Parties to the Contract, which are mandatory for the Parties to the Contract, are established in legal acts, the Contract, the Access Rules, and the Balancing Rules".
LU	[no information received]			
LV	[no information received]			
NL	No specific clause, but overview of main rights	provide transmission services and related services	Network User has the right to enter gas at the entry points and offtake gas at the exit points in accordance	Dutch Network Codes

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
	listed in TSC 2.1 in conjunction with TSC 1.1 (reference to national codes)		with the contracted capacities. Network User must nominate the use of capacity. Network User must balance his portfolio and Network User shall pay for the contracted services.	
PL	No (but general information in the object clause of the contract)	Services provided by the TSO for the benefit of the Network User, comprising: a) right to use the transmission system within the limits of the capacity allocation; b) transmission of gaseous fuel through the transmission system within the limits of the transmission ability allocation; c) balancing of the volumes of gaseous fuel delivered to and off-taken from the transmission system.	Services provided by the TSO for the benefit of the Network User, comprising: a) right to use the transmission system within the limits of the capacity allocation; b) transmission of gaseous fuel through the transmission system within the limits of the transmission ability allocation; c) balancing of the volumes of gaseous fuel delivered to and off-taken from the transmission system.	Transmission Network Code, General Terms and Conditions, Tariff
PT	[no information received]			
RO	Yes ²⁶	TSO rights (in a non-exhaustive list):	NU rights (in a non-exhaustive list):	Articles 6-9 Annex n°1 to ANRE Order 88-2016

²⁶ Articles 6-9 Annex number 1 to ANRE Order 88-2016.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		<ul style="list-style-type: none"> a) receive the value of services provided and of the delay penalties; b) execute the payment guarantee submitted by the NU in case of failure to pay the invoices issued until their maturity date; c) limit or interrupt the transmission services for payment delays, for failure of compliance with the provisions `Guarantees`, with the provisions of declaration of legal representative, for unplanned maintenance reasons d) refuse delivery of gas non-compliant with gas quality requirements; e) invoice imbalances and the value of the transmission services <p>The TSO obligations (in a non-exhaustive list):</p> <ul style="list-style-type: none"> a) notifications in case of interruption of services 	<ul style="list-style-type: none"> a) refuse to take over gas non-compliant with gas quality requirements; b) dispute the invoice and request access to data/documents c) request the TSO to amend the Contract in case of modification of the circumstances, which are at the basis of its signature; <p>NU obligations (in a non-exhaustive list):</p> <ul style="list-style-type: none"> a) payment of the services b) accept the limitation/interruption of the transmission service c) establish the guarantees 	

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		b) information on the transmission services c) enable NU's access to the data/documents substantiating invoices d) takeover, transmit and deliver the confirmed quantities, e) answer and settle the NU's complaints f) initiate the amending and/or supplementing of the Contract in case of modification of the circumstances, which are at the basis of its signature;		
SE	[no information received]			
SI	Yes ²⁷	a) Enable the Network User to use the transmission capacities at a certain Interconnection Point in accordance with the conditions of the booked standard capacity product. b) Intake natural gas at the entry point or deliver the natural gas	Pay a certain amount for the use of the transmission system.	Article refers also to: - the currently applicable general act of the Agency determining the methodology for charging for the network charge for the gas transmission network,

²⁷ Article 3 Annex 1 to the GT&C.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		at exit point in the maximum amount set out in each contract on auctioned capacities.		<ul style="list-style-type: none"> - the Document on determining the network charge for the natural gas transmission network, - the Rules for calculating deviations of the intake and offtake of natural gas, - the Network Code for natural gas transmission system (in the article of subject it is translated as SON), - CAM NC, - BAL NC
SK	Yes ²⁸	<p>The TSO shall in particular have the right:</p> <ul style="list-style-type: none"> a) receive a consideration for the services provided; b) request from the Network User information and cooperation; c) mix the gas of the Network User with the gas of third parties having access to the transmission system. 	<p>A Network User shall in particular have the right:</p> <ul style="list-style-type: none"> a) use the services provided by the TSO; b) non-discriminatory and transparent access to TSO's services; c) offer unused transmission capacity on the secondary market. 	Applicable Operational order, Technical conditions, Price decision, Gas market rules and other applicable generally binding legal regulations (and: Article 6.6. FWC: Rights and obligations of the Parties, communication)

²⁸ Article 2.4 of the FWC.

	Specific clause listing the main rights and obligations			Reference to another legal or contractual text
	[yes/no]	Main rights and obligations of the TSO	Main ¹⁷ rights and obligations of Network Users	
		<p>The TSO shall in particular be obliged:</p> <ul style="list-style-type: none"> a) take delivery, at the entry point or a VTP, and deliver at the exit point or VTP, the required gas quantity; b) comply with the qualitative criteria; c) inform Network Users about the planned outages 	<p>A Network User shall in particular be obliged:</p> <ul style="list-style-type: none"> a) follow the valid Operational Order; b) deliver, at the entry point or a VTP, and off-take at the exit point or a VTP, the nominated gas quantity; c) meet the quality parameters; d) meet the payment conditions; e) adhere to the agreed mode of communication; f) provide the TSO with the necessary cooperation; g) follow, in an emergency situation, the instructions of the TSO dispatching. 	
UK	No	[not applicable]	[not applicable]	UK(NG) – Numerous other Documents, Agreements, Methodologies and Licences are referred to throughout the UNC.

5. PERMITS AND LICENSES

1.1. OBJECT

This provision sets out the conditions and requirements for a Shipper to become a Network User, reserve capacities and sign the contract with the TSO and where applicable the necessary licences for TSOs. It might refer to legal requirements for licences by a public authority or administrative procedures such as registration of the Network User by the TSO. The comparison in the table of Section 1.3 takes into consideration this provision (if there is one in the transport contract) and not any relevant elements included in other provisions of the transport contracts (object, warranties, main rights and obligations etc.).

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The transportation and supply of natural gas is most of the time subject to the delivery of a license or permit granted by a public entity and providing for obligations under the license (e.g. maintenance of the network and security obligations for the TSO, supply obligations to end consumers for the Network Users, quality of gas, information obligations etc.). Most of the contracts include a specific provision in this respect (e.g. BE, BG, DK).

A large majority of the contracts impose explicitly, either in the principal transportation contract or in the general terms and conditions, the obligation for the Network User to obtain a license by the competent national authority, which gives the right to Shipper to sell the gas (e.g. BG, CZ, DK).

In some countries, contracts explicitly mention the TSO's obligation to have a license under which it operates the network (e.g. BE). In the UK, a separate authorization is needed for the entry and exit points.

Licences can be delivered by central state authorities (BE, FR, HU, ES), local state authorities (ES, if the geographical scope of the commercial activities of the licensee do not exceed a region ("Comunidad Autónoma")) or an independent authority such as the national energy regulator (CZ, EL, UK, EE). Sometimes, the obligation of such licenses is mentioned in Network Codes or national legislations.

In a majority of contracts, there is also an obligation for Network Users to register with the TSO prior to the first transportation of gas or that Network Users are registered by the national regulator (e.g. EL). Such registration is sometimes imposed by national law or national regulations (e.g. FR, EL).

Moreover, the registration to an auction booking platform is sometimes an explicit contractual requirement that has to be met before the first provided service.

The whole licensing aspects are closely related to national administrative legislation or national network codes regarding the supply licenses and sometimes registration of Network Users. This provision is therefore affected by fundamental differences in principles of national law or jurisprudence. The obligation for the registration in a booking platform is derived from the CAM NC.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Specific clause in the contract [yes/no]	Reference to another legal or contractual text [no/ national law/ name of the other contractual text]	Obligation for the Shipper/TSO to have a license (before entering into the contract/before effectiveness) [yes/no]	License delivered by Government/NRA/other/not specified	Obligation to register with the TSO [yes/no]	Authorization for participation in auctions on booking platform(s) as an explicit requirement
AT	No	No (only national law)	No for Shipper/Yes for TSO	[not mentioned in the clause]	Yes	Yes
BE	Yes	Yes Reference to the national legislation	Yes (TSO and Shipper)	Authorities	[not mentioned in the clause]	Yes
BG	Yes	Rules for access to the Gas Transmission and/or gas distribution	Yes	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]

	Specific clause in the contract [yes/no]	Reference to another legal or contractual text [no/ national law/ name of the other contractual text]	Obligation for the Shipper/TSO to have a license (before entering into the contract/before effectiveness) [yes/no]	License delivered by Government/NRA/other/not specified	Obligation to register with the TSO [yes/no]	Authorization for participation in auctions on booking platform(s) as an explicit requirement
CZ	No	National law	Yes	NRA	Yes ²⁹	[not mentioned in the clause]
DE	Yes	Yes National law Reference to GT&Cs of PRISMA for registration at PRISMA	[not mentioned in the clause]	[not mentioned in the clause]	Yes	Yes
DK	Yes	No	Yes	[not mentioned in the clause]	Yes	Yes
EE	No	No	No	No	No	No
EL	Yes	National law	Yes	NRA	No	Yes ³⁰
ES	No	National law	Yes	Ministry/ local administrative authorities (depending on the geographical scope of the commercial activities of the Licensee)	Yes	Yes
FI	[no information received]					

²⁹ Every shipper has to conclude a framework contract before the start of the gas transmission. This is according to the N4G's Network Code.

³⁰ Regulated by the Chapter 2B of the Greek NC and the answer is yes.

	Specific clause in the contract [yes/no]	Reference to another legal or contractual text [no/ national law/ name of the other contractual text]	Obligation for the Shipper/TSO to have a license (before entering into the contract/before effectiveness) [yes/no]	License delivered by Government/NRA/other/not specified	Obligation to register with the TSO [yes/no]	Authorization for participation in auctions on booking platform(s) as an explicit requirement
FR	Yes	National law	Yes	Administrative authorities	Yes (but not mentioned in the clause because it is not a contractual obligation but an internal TSO procedure)	[not mentioned in the clause]
HR	No	National law	Yes	[not mentioned in the clause]	Yes	Yes
HU	Yes	Business Code	Yes	Administrative authorities	[not mentioned in the clause]	[not mentioned in the clause]
IE	Yes	Code of Operations and national law	Yes	[not mentioned in the clause]	Yes	[not mentioned in the clause]
IT	Yes	Network Code	Yes	Government	Yes	Yes
LT	Yes	No	Yes	[not mentioned in the clause]	Yes	Yes
LU	[no information received]					
LV	[no information received]					

	Specific clause in the contract [yes/no]	Reference to another legal or contractual text [no/ national law/ name of the other contractual text]	Obligation for the Shipper/TSO to have a license (before entering into the contract/before effectiveness) [yes/no]	License delivered by Government/NRA/other/not specified	Obligation to register with the TSO [yes/no]	Authorization for participation in auctions on booking platform(s) as an explicit requirement
NL	No	Dutch Transmission Code Gas	Yes	Licence is granted by the TSO through publication of the licence on the TSO's website (Article 3.2.0 of the Transmission Code Gas	Yes	[not mentioned in the clause]
PL	No	National law and Transmission Network Code	Yes, but the Shipper can submit also the declaration that the company does not conduct any activity that requires a licence.	[not mentioned in the clause]	[not mentioned in the clause]	Yes
PT	[no information received]					
RO	No	Network Code	No prior obligation	No The regulations in force do not provide for the obligation of a license/authorization as a condition precedent for the conclusion of a	[not mentioned in the clause]	Yes

	Specific clause in the contract [yes/no]	Reference to another legal or contractual text [no/ national law/ name of the other contractual text]	Obligation for the Shipper/TSO to have a license (before entering into the contract/before effectiveness) [yes/no]	License delivered by Government/NRA/other/not specified	Obligation to register with the TSO [yes/no]	Authorization for participation in auctions on booking platform(s) as an explicit requirement
				transmission contract.		
SE	[no information received]					
SI	Yes	No	Yes	License delivered by other (Auctioneer)	Yes	Yes
SK	No	National law – rules for gas trading	No	[not mentioned in the clause] ³¹	[not mentioned in the clause]	[not mentioned in the clause]
UK	Yes	No	Yes	Government (Licences for Transporters and Shippers are issued by the National Regulatory Authority – Ofgem)	Yes	Yes

³¹ NRA delivers gas supply license (only in case of supplying Slovak market) and the relevant customs authority delivers a certificate of registration for excise duty on natural gas in accordance with the provisions of applicable law.

6. CAPACITY ALLOCATION

1.1. OBJECT

Capacity allocation rules explain how the capacity is allocated.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The present statement will mainly focus on firm capacity and only briefly on the conditional capacity when existing.

If the allocation methodology may differ from one country to another, the offered standard capacity products by the TSOs are mostly similar. Indeed, the TSOs are obliged according to CAM NC at all Interconnection Points to offer the same products (yearly, quarterly, monthly, daily and within-day products). Some contracts (i.e. AT, BE, BG) explicitly mention the capacity products, which are offered.

Regarding the beginning and end-date of the capacity product, two trends were detected. On the one hand, twelve TSOs have chosen explicitly to define a Gas Day as 5 am – 5 pm (or 6 am – 6pm depending on the time zone). On the other hand, two contracts refer to a Gas Day beginning at 8 am and ending at 8 pm. The other contracts do not explicitly mention the duration of a Gas Day.

The capacity products are normally allocated by auction throughout one of the three common booking platforms available (PRISMA, GSA and RBP). For the majority of countries (15), the capacities are booked through PRISMA, when 2 TSOs have preferred the GSA platform (CZ, PL) and seven, have chosen for the RBP one. Two TSOs do not specify in their contract, which platform should be preferred (EE, LT), as implicit capacity allocation is used.

Sixteen contracts expressly specify the auction dates and times in their contracts or in the General Terms and Conditions, whereby all TSOs follow ENTSG's auction calendar, respectively the auction dates according to the CAM NC.

The CAM NC, harmonizing the capacity allocation procedures, entered into force in April 2017.

In three countries (AT, BE, DE) conditional capacity products are offered, in addition to the firm capacity.

The German and Polish contracts mention conditions for conversion from interruptible to firm capacity.

Conditions for bundled capacity are included in the contracts of two countries (Germany and Ireland).

Nine contracts explicitly impose the conclusion of balancing or portfolio contracts as preconditions for usage of booked capacity. Two contracts (AT, DE) specially require to test prior the communication channels. Finally, the last precondition laid down by four contracts (AT, DE, NL, SI) is the inclusion of booked capacity at entry/exit points into balancing groups/assigned to portfolio codes.

CAM NC already provided for a large alignment of this provision but leaves some room for national specificities. This provision is at some extent affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Conditions for Capacity Allocation		
	Provisions included in GT&Cs/capacity contracts	Nothing mentioned in GT&Cs/capacity contracts
All standard capacity products are offered? (WD, D, M, Q, Y)	AT, BE, BG, CZ, DE, EE, EL, ES, FR, HR ³² , IE, IT, PL, SI ³³ , SK ³⁴ , UK (NG)	DK, HU, LT, NL, RO, UK ³⁵
Beginning and end-date of the capacity product: - 5 am – 5 pm (UTC)/6 am – 6 pm (UTC+1)	AT, BE, CZ, DE, EE, EL, FR, IE, IT, PL, UK, SI ³⁶ , SK, BG, RO	DK, ES, HR, HU, LT, NL,

³² Transmission System Network Code, Article 72 par. 1. "(1) The Transmission System Operator offers standard products at an interconnection pursuant to CAM NC. The list of standard products is stated in Annex 3 of this Network Code".

³³ Article 1.1.2 of the GT&C.

³⁴ Articles 3.4.(6) and 4.3 of the Operational Order.

³⁵ Assumption that if nothing different is mentioned in GT&Cs/capacity contracts, the provisions according to EU-law apply.

³⁶ In the transport contract.

Conditions for Capacity Allocation		
	Provisions included in GT&Cs/capacity contracts	Nothing mentioned in GT&Cs/capacity contracts
- 8 am – 8 pm		
Booking platform used ³⁷	PRISMA: AT, BE, CZ, DE, DK, ES, FR, HR, IE, IT, NL, PT, SI, SK, UK GSA: CZ, PL RBP: AT, BG, EL, HR, HU, RO, SK	EE and LT are using gas exchange service (GET Baltic) for implicit allocation and no platform for unbundled products
Auction dates (date and time)	according to CAM NC/ENTSOG's auction calendar: AT, BE, CZ, DE, DK, EL, ES, FR, HR, HU, IE, IT, NL, PL, SI, SK, UK	[Not relevant]
Firm basis with conditions (Conditional capacity)	AT, BE, DE, EE	BG, CZ, DK, EL, ES, FR, HR, HU, IE, IT, LT, NL, PL, RO, SI, SK, UK
Conditions for conversion from interruptible to firm capacity	DE, PL	AT, BE, BG, CZ, DK, EE, EL, ES, FR, HR, HU, IE, IT, LT, NL, RO, SI, SK, UK
Conditions for bundled capacity	DE, IE, HU	AT, BE, BG, CZ, DK, EE, EL, ES, FR, HR, HU, IT, LT, NL, PL, RO, SI, SK, UK

Preconditions for usage of booked capacity		
	Provisions included in GT&Cs/capacity contracts	Nothing mentioned in GT&Cs/capacity contracts
Conclusion of balancing group./portfolio contract etc.	AT, BE, BG, DE, LT, EE, HR, NL, SI	CZ, DK, EL, ES, FR, HU, IE, IT, LT, PL, RO, SK, UK

³⁷ Information of countries taken from booking platform sites.

Preconditions for usage of booked capacity		
	Provisions included in GT&Cs/capacity contracts	Nothing mentioned in GT&Cs/capacity contracts
Communication testing	AT, DE	BE, BG, CZ, DK, EE, EL, ES, FR, HR, HU, IE, IT, LT, NL, PL, RO, SI, SK, UK
Inclusion of booked capacity at entry/exit points into balancing groups/assigned to portfolio codes	AT, DE, NL, SI ³⁸	BE, BG, CZ, DK, EE, EL, ES, FR, HR, HU, IE, IT, LT, PL, RO, SK, UK
No Information received	FI, LU, LV, PT, SE	

³⁸ Articles 2.7, 3.4 of the GT&C.

7. NOMINATION

1.1. OBJECT

The nomination clause enshrines the obligation and conditions for the Network User to report to the TSO, the quantity he wishes to inject or withdraw from the network. This obligation of reporting should be prior to the injection of gas into the system.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR THESE DIFFERENCES

The need for nomination rules is met by all contracts, even though the procedures are differently expressed. The general rules for nomination and re-nomination procedures are similar but the times for nomination or re-nominations may change from one contract to another. The great majority of the contracts impose a deadline for nomination at 2 pm of the Day-1 (except: HR and IE). Widely, the Network Users are obliged to send a declaration to the TSO to give relevant information on their nomination. There are some exceptions where the Network User must involve a balancing group responsible party to nominate the capacity products (f.i. AT, DE). A large majority of TSOs have the explicit obligation to confirm the initial nomination, most of the time, before 4 pm. The notification of the nomination is a clear obligation in every contract. About half of the contracts offer the possibility to make a single nomination at a bundled entry-exit point.

Regarding the re-nomination, all the TSOs provide the same definition. This concept can be understood as “a new nomination after the first nomination”. The first cycle of re-nomination starts between 4 pm (f.i. BE, HR, HU, NL, PL, UL) and 6 pm (f.i. BG, DK, ES) depending of the contracts.

For both nominations and re-nominations, all the contracts impose a daily or hourly exchange of information (in Edigas format) and put in place a notification procedure between the players.

Concerning the default nomination rule (i.e. no nomination sent by the Network User until the initial nomination deadline), two options are offered. The “equal to zero” option has been chosen by 6 countries (f.i. AT, BE, DE, EL, HR) when only 2 (BG, LT) expressly prefer the “equal to the last confirmed quantity”.

The greatest difference is the opportunity or obligation for the TSOs to reject or amend the nomination in certain situations. Twelve contracts expressly mention the situations in which the TSO could/should reject the nomination (f.i. BG, DE, EL, LT, NL). No contract explicitly exclude the possibility to reject the (re)nominations.

Lastly, the offer to convert the firm capacity to interruptible capacity is something only used traditionally in some countries whereas the other countries propose others solutions.

Commission Regulation (EU) No 312/2014 (BAL NC) as well as, on a voluntarily basis, EASEEgas' Common Business Practice for the Harmonisation of the Nomination and Matching Process and ENTSG's Common Network Operation Tools for Nomination and Matching already harmonised some of the processes assessed, for example nomination deadlines, data formats and information to be included in the nomination. However some room for national specificities is left. Due to those specificities, this provision can be at some extent affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&CS, ETC.)

Nomination cycle for bundled and unbundled capacities							
	Declaration contain- ing basic information (e.g. direction of gas flow, IP's identifica- tion, Name of the NU...)	Notification procedure	Deadline to communi- cate initial nomination by 2 pm (UTC+1) D-1	NU sends SDT/declaration to TSO, who checks the validity before computing NU's hourly confirmed quantities	Deadline for the TSO to confirm the initial nomi- nated quantity by 4 (UTC+1) pm D-1	Bundled : a single nomination at a bundled entry- exit point	Additional in- formation
AT	Yes	Yes The Balanc- ing Group Responsible Party should inform of any change of the par- ties with 3	Yes	Yes, Via balancing group	Yes (15:25 pm D-1) nomination from TSO to BRP by 15.25 on D-1 day-ahead ca- pacity: by 21.25 on D-1	Yes	Need for the Balancing Group Re- sponsible Party to perform to a Balance Group or a Sub-Balancing account in

Nomination cycle for bundled and unbundled capacities							
	Declaration contain- ing basic information (e.g. direction of gas flow, IP's identifica- tion, Name of the NU...)	Notification procedure	Deadline to communi- cate initial nomination by 2 pm (UTC+1) D-1	NU sends SDT/declaration to TSO, who checks the validity before computing NU's hourly confirmed quantities	Deadline for the TSO to confirm the initial nomi- nated quantity by 4 (UTC+1) pm D-1	Bundled : a single nomination at a bundled entry- exit point	Additional in- formation
		working days in ad- vance					due time (published on the websites of the TSOs)
BE	Yes	Yes	Yes	Yes	Yes	Yes	[No clause]
BG	Yes	Yes	Yes (3 pm GMT +2)	Yes	Yes (5 pm D-1 local time)	[not mentioned in the clause]	[No clause]
CZ	Yes	Yes "Transmis- sion nomina- tion"	Yes	Yes	Yes	Yes	[No clause]
DE	Yes	Yes	Yes	Yes via balancing Group	Yes ³⁹	Yes	no nomination obligation ap- plicable at points to end users and to

³⁹ German GT&Cs refer to EASEEgas CPB Nomination and Matching and ENTSG NOM BRS.

Nomination cycle for bundled and unbundled capacities							
	Declaration contain- ing basic information (e.g. direction of gas flow, IP's identifica- tion, Name of the NU...)	Notification procedure	Deadline to communi- cate initial nomination by 2 pm (UTC+1) D-1	NU sends SDT/declaration to TSO, who checks the validity before computing NU's hourly confirmed quantities	Deadline for the TSO to confirm the initial nomi- nated quantity by 4 (UTC+1) pm D-1	Bundled : a single nomination at a bundled entry- exit point	Additional in- formation
							biogas injec- tions
DK	Yes	Yes	Yes	Yes	Yes	Yes	[No clause]
EE	Yes	Yes	Yes (at 3 pm D-1 but GMT +2)	Yes	[not mentioned in the clause]	[not mentioned in the clause]	[No clause]
EL	Yes	Yes	Yes (3 pm D-1 lo- cal time)	Yes	Yes (5 pm D-1 lo- cal time)	[not mentioned in the clause]	[No clause]
ES	Yes	Yes	Yes	Yes	Yes	[not mentioned in the clause]	[No clause]
FR	Yes	Yes	Yes	Yes	[not mentioned in the clause]	[not mentioned in the clause]	Yes ⁴⁰
HR	Yes	Yes	Yes (2 pm D-1) ⁴¹	Yes	Yes	Yes	[No clause]
HU	Yes	Yes	Yes	Yes	Yes	Yes	[No clause]

⁴⁰ GRTgaz: Part E.1.1, Article 3, of the Operation Order Network Code, TGI: Appendix H.3.3. : General terms of use of Transactions, Article 3.

⁴¹ Article 97 of the System Network Code.

Nomination cycle for bundled and unbundled capacities							
	Declaration contain- ing basic information (e.g. direction of gas flow, IP's identifica- tion, Name of the NU...)	Notification procedure	Deadline to communi- cate initial nomination by 2 pm (UTC+1) D-1	NU sends SDT/declaration to TSO, who checks the validity before computing NU's hourly confirmed quantities	Deadline for the TSO to confirm the initial nomi- nated quantity by 4 (UTC+1) pm D-1	Bundled : a single nomination at a bundled entry- exit point	Additional in- formation
		daily infor- mation					
IE	Yes	Yes	No (3 pm D-1) lo- cal time)	Yes	[not mentioned in the clause]	Yes	Every infor- mation for nomination was found in the Part D of Code of Oper- ations.
IT	Yes	Yes	Yes	Yes	Yes	[not mentioned in the clause]	[No clause]
LT	Yes	Yes	Yes (3 pm D-1 lo- cal time)	Yes	Yes (5 pm D-1 local time)	[not mentioned in the clause]	[No clause]
LU	[no information received]						
LV	[no information received]						
NL	Yes	Yes	Yes	Yes	Yes	Yes. See exhibit 5 (Operating Pro- cedures) to the TSC	[No clause]

Nomination cycle for bundled and unbundled capacities							
	Declaration contain- ing basic information (e.g. direction of gas flow, IP's identifica- tion, Name of the NU...)	Notification procedure	Deadline to communi- cate initial nomination by 2 pm (UTC+1) D-1	NU sends SDT/declaration to TSO, who checks the validity before computing NU's hourly confirmed quantities	Deadline for the TSO to confirm the initial nomi- nated quantity by 4 (UTC+1) pm D-1	Bundled : a single nomination at a bundled entry- exit point	Additional in- formation
PL	Yes	Yes	Yes	Yes	Yes	Yes	[No clause]
PT	[no information received]						
RO	Yes	Yes	Yes (1 pm)	Yes	[not mentioned in the clause]	[not mentioned in the clause]	[No clause]
SE	[no information received]						
SI	Yes	Yes	Yes ⁴²	Yes	Yes	[not mentioned in the clause]	[No clause]
SK	Yes	Yes	Yes	Yes	[not mentioned in the clause]	Yes	[No clause]
UK	Yes	Yes	Yes (1 pm D-1 UK time)	Yes (but for daily confirmed quanti- ties)	Yes (+2hrs)	Yes (allow single- sided nomina- tions)	[No clause]

⁴² 3.4 of GT&C with ref.to Network Code for natural gas transmission system (Art.105) and the answer is yes

Re-nomination cycle for bundled and unbundled capacities					
	First cycle at	Re-nomination used by the TSO is the last received	At the latest when the change becomes effective	Information need to be sent by Edigas	Re-nomination deadline
AT	2 pm d-1 after matching of initial nomination	Edigas: Yes KISSA: highest version WEBNOM: Yes	Next full hour + 2 hours	No; KISSA will be accepted until 01.02.2018; Starting with 01.02.2018 => Edigas via AS4 Soon, WEBNOM is going to be a new option too	Next full hour +2
BE	4 pm	Yes	Yes	Yes	Next full hour +2
BG	6 pm local time	Yes	No	[not mentioned in the clause]	Next full hour +2
CZ	2 pm local time	Yes	Next full hour + 2 hours	Yes plus web portal	Full hour
DE	No later than two hours prior to the hour concerned	Yes	Next full hour + 2 hours	Yes	No later than 2 hours prior to the hour concerned
DK	6 pm local time	Yes	[not mentioned in the clause]	Yes	Within 2 hours
EL	6 pm local time ⁴³	Yes	2 hours after the relevant re-nomination cycle	Yes	Next full hour +2
EE	confirmation of the D-1 balance plan and	Yes	end at the same time with the deadline for submitting re-nominations to the next day balance plan (hereafter D+1) at 15.00 EET.	Yes	No later than 2 hours prior to the hour concerned

⁴³ Articles 26 and 27 of the Greek Network Code.

Re-nomination cycle for bundled and unbundled capacities					
	First cycle at	Re-nomination used by the TSO is the last received	At the latest when the change becomes effective	Information need to be sent by Edigas	Re-nomination deadline
ES	6 pm	[not mentioned in the clause]	[not mentioned in the clause]	Yes	Next full hour +2
FR	[not mentioned in the clause]	Yes	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
HR	from 4:00 PM of the Gas Day D-1 until 3:00 AM of the Gas Day D	Yes	[not mentioned in the clause]	Yes	only for the hours, which follow at least two full hours
HU	4 pm	Yes	Next full hour + 2 hours	Not only, Edigas is one of the options	No later than 2 hours prior to the hour concerned
IE	IP Nomination Deadline, which occurs following receipt of the IP Nomination	Yes	Yes	[not mentioned in the clause]	[not mentioned in the clause]
IT	Re-nomination process is from 4:00 PM of the Gas Day D-1 until 3:00 AM of the Gas Day D; first taking-over by TSO is at 5	Yes	Next full hour + 2 hours	[not mentioned in the clause]	Re-nomination confirmation within 2 hours since taking-over by TSO

Re-nomination cycle for bundled and unbundled capacities					
	First cycle at	Re-nomination used by the TSO is the last received	At the latest when the change becomes effective	Information need to be sent by Edigas	Re-nomination deadline
	pm of the Gas Day D-1				
LT	5 pm D-1	4 am D	[not mentioned in the clause]	Yes	Next full hour +2
LU	[no information received]				
LV	[no information received]				
NL	2 pm D-1	[not mentioned in the clause]	[not mentioned in the clause]	Yes	30 minutes or 2 hours
PL	4 pm	3 am	Next full hour + 2 hours	Yes	Next full hour +2
PT	[no information received]				
RO	1 pm	4 am D	[not mentioned in the clause]	Yes	[not mentioned in the clause]
SE	[no information received]				
SI	[not enough information received]				
SI	4 pm ⁴⁴	[not mentioned in the clause]	Next full hour + 2 hours	[not mentioned in the clause]	Next full hour +2
SK	4pm	Yes	Next full hour + 2 hours	Not only. Also other means possible (Network User zone via web portal etc.)	Re-nomination right until 3 am of the Gas Day D (3 hours before end of Gas day)
UK	4 pm (3pm UK time)	Yes (last valid re-nomination received)	next hr bar + 2 hrs up to 04:00 D	Yes file transfer or Gemini screen	02:00 D

⁴⁴ 3.4 of GT&C with ref.to Network Code for natural gas transmission system (Art.108), which refers to BAL NC

Re-nomination cycle for bundled and unbundled capacities					
	First cycle at	Re-nomination used by the TSO is the last received	At the latest when the change becomes effective	Information need to be sent by Edigas	Re-nomination deadline
Default nomination rule (no nomination sent by Network User until initial nomination deadline)					
	Equal to zero		Equal to the last confirmed quantity		
AT	Yes		No		
BE	Yes		No		
BG ⁴⁵	[not applicable]		Yes		
CZ	No - if the Network User does not submit nomination, no nomination is created in the system		[not mentioned in the clause]		
DE	Yes (the parties may agree differently)		[not applicable]		
DK	[not mentioned in the clause]		[not mentioned in the clause]		
EE	[not mentioned in the clause]		[not mentioned in the clause]		
EL	Yes		No		
ES	[not mentioned in the clause]		[not mentioned in the clause]		
FR	Yes		The most recent quantities notified by the Network User to GRTgaz via TRANS@ctions for the said Day		
HR	Yes		[not mentioned in the clause]		
HU	Yes		[not mentioned in the clause]		
IE	[not mentioned in the clause]		[not mentioned in the clause]		
IT	[not mentioned in the clause]		Yes (weekly or monthly programme is adopted by TSO)		
LT	[not applicable]		Yes		
LU	[no information received]				
LV	[no information received]				

⁴⁵ Article 5 of the BAL NC. Order for submitting (4): In the absence of a valid nomination submitted by the user by 15:00 hrs. The operator shall apply the default nomination rule - the last confirmed nomination or zero - up to the allocated daily capacity for Day D.

Re-nomination cycle for bundled and unbundled capacities					
	First cycle at	Re-nomination used by the TSO is the last received	At the latest when the change becomes effective	Information need to be sent by Edigas	Re-nomination deadline
NL	Yes			[not applicable]	
PL	Yes			[not applicable]	
PT	[no information received]				
RO	[not enough information received]			[not enough information received]	
SE	[no information received]				
SK	Yes (the parties may agree differently			[not applicable]	
SI	[not mentioned in the clause]			[not mentioned in the clause]	
UK	Yes			[not mentioned in the clause]	

Rejection possibilities of (re-)nominations				
	Possibility/Obligation to reject	Explicitly excluded	Deadline to reject	Situations mentioned in the contract
AT	Nothing explicitly said in the contract or GT&Cs.	No	[not mentioned in the clause]	[not mentioned in the clause]
BE	Yes, can reject the SDT	No	No later than 1 hour after receiving the SDT	Imbalance
BG	Yes	No	No later than the 2 hrs from the beginning of the daily nomination period	Yes
CZ	Yes (shall when the clearing entity fails to have sufficient collateral for registering a trade)	No	[not mentioned in the clause]	Yes
DE	Yes (reduction of a nomination is also possible)	No	[not mentioned in the clause]	Yes (e.g. if it is not complete)

Rejection possibilities of (re-)nominations				
	Possibility/Obligation to reject	Explicitly excluded	Deadline to reject	Situations mentioned in the contract
DK	[not mentioned in the clause]	No	[not mentioned in the clause]	[not mentioned in the clause]
EE	Yes ⁴⁶	No	No later than by 17:00 and within 2 hrs for re-nomination	[not mentioned in the clause]
EL	Yes, several provisions explaining it	No	No later than 2 hrs from the beginning of every re-nomination cycle ⁴⁷	Yes
ES	Yes (May)	No	[not mentioned in the clause]	Yes
FR	[not mentioned in the clause]	No	[not mentioned in the clause]	[not mentioned in the clause]
HR	Yes	No	[not mentioned in the clause]	[not mentioned in the clause]
HU	Yes	No	When submitting the (re)nomination	None, the regulation is set in the Business and Trading Code.
IE	Yes	No	[not mentioned in the clause]	Yes
IT	Yes (May)	No	No later than 2 hours from the taking-over of (re)nominations by TSO	Yes

⁴⁶ The Standard Terms and Conditions of the Gas Balancing Contract p 5.3 and 5.6

⁴⁷ Article 27 of the Greek Network Code.

Rejection possibilities of (re-)nominations				
	Possibility/Obligation to reject	Explicitly excluded	Deadline to reject	Situations mentioned in the contract
LT	Yes (May)	No	No later than the 2 hrs from the beginning of the daily nomination period	Yes
LU	[no information received]			
LV	[no information received]			
NL	Yes	No	See exhibit 5 to the TSC For border points where the (re)nominations on N-1 are processed in accordance with EASEEgas recommendation CBP 2014- 001/01, GTS shall send a confirmation for N to Network Users as soon as reasonably possible between 14:00 and 16:00 hours on N-1. In case of a re-nomination GTS shall send a confirmation as soon as reasonably possible, in any case before the beginning of the hour to which the confirmation refers.	Yes
PL	Yes (May)	No	No later than the 2 hrs from the beginning of the (re)nomination cycle	Yes

Rejection possibilities of (re-)nominations				
	Possibility/Obligation to reject	Explicitly excluded	Deadline to reject	Situations mentioned in the contract
PT	[no information received]			
RO	Yes (May)	No	[not mentioned in the clause]	[not mentioned in the clause]
SE	[no information received]			
SI	Yes (May)	No	[not mentioned in the clause]	Yes
SK	Yes (Shall)	No	No later than 2 hours from (re-)nomination deadline/cycle	Yes
UK	Yes (May)	No	Next hr bar + 2	Yes

Amendment possibilities of (re-)nominations (in matching) by TSOs (curtailment or interruption possibilities)				
	May amend in exceptional events	Expressly excluded	Nothing mentioned	Obligation to notify
AT	[not applicable]	No	Yes	[not mentioned in the clause]
BE	[not applicable]	No	Yes	[not mentioned in the clause]
BG	Yes	No	[not applicable]	Yes
CZ	[not applicable]	No	Yes	[not mentioned in the clause]
DE	Yes	No	[not applicable]	Yes
DK	[not applicable]	No	Yes	[not mentioned in the clause]
EE	Yes	No	[not applicable]	Yes
EL	Yes	No	[not applicable]	Yes
ES	Yes	No	[not applicable]	Yes
FR	[not applicable]	No	Yes	[not mentioned in the clause]
HR	[not applicable]	No	Yes	[not mentioned in the clause]

Amendment possibilities of (re-)nominations (in matching) by TSOs (curtailment or interruption possibilities)				
	May amend in exceptional events	Expressly excluded	Nothing mentioned	Obligation to notify
HU	Yes	No	[not applicable]	Yes
IE	Yes	No	[not applicable]	Yes
IT	Yes	No	[not applicable]	[not mentioned in the clause]
LT	[not applicable]	No	Yes	Yes
LU	[no information received]			
LV	[no information received]			
NL	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
PL	Yes	No	[not applicable]	TSO has to inform NRA about such measures
PT	No information received			
RO	[not applicable]	No	Yes	Yes
SE	No information received			
SI	[not mentioned in the clause]	No	Yes	[not mentioned in the clause]
SK	Yes	No	[not applicable]	[not mentioned in the clause]
UK	Yes	No	No	Yes

8. CAPACITY ALLOCATION OTHER RULES

1.1. OBJECT

Capacity allocation other rules explain how the capacity is offered on the secondary market and how additional capacity is made available via congestion management procedures by TSOs.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The most used order of capacity to be sold is 1. Available capacity; 2. Surrendered capacity; 3. LT UIOLI capacity; 4. Oversubscription capacity. In particular cases also FDA UIOLI is sold, usually as the last one.

Surrender of capacity

Capacity products subject to surrender are yearly, quarterly and monthly capacity products according to the requirements of the CMP Guidelines and followed by the majority of the TSOs.

Surrender lead-times, describing the deadline until which a Network User has to surrender its booked capacity to the TSO in order to get the surrendered capacity included in a certain capacity auction differs among TSOs in range from 1 calendar day to 15 calendar days before publication of capacity. The TSO also use different types of days, such as calendar, business or Gas Day.

Notification requirements to be followed by Network Users for surrendering capacity also vary among the TSOs. The most requested information channel requires notifications to be sent via a booking platform or in form of other electronic messages.

Order of allocation of the surrendered capacity in case of more than one surrender may differ. However there are only two options used, either pro rata or time stamp.

According to the contractual framework of most TSOs the Network User keeps his rights and obligations to the extent of non-re-allocated surrendered capacity. Besides and the Network User is notified by the TSO of any re-allocation of its surrendered capacity.

Most of the TSOs do not specify rules regarding the re-surrendering (by the TSO) of surrendered capacity (by the Network User) to the same Network User (re-surrendering of monthly products to daily products by a TSO). However there are two possibilities (i) TSO immediately re-surrenders the non-re-allocated capacity to the Network User (ii) The TSO keeps the surrendered capacity until the end of the day-ahead auctions of the periods for which the surrendered capacity was initially booked.

Oversubscription and Buyback

Capacity products subject to oversubscription are WD, D, M.

Rules regarding capacity buyback. Within the Buyback procedure TSOs inform Network Users, usually via email or other electronic communication channels, about requested capacity for buy back and related price/tariff arrangements related to capacity to be bought back. Procedures and price setting differ among TSOs.

Firm day ahead use it or lose it

The provisions of the TSOs differ within the range provided by EU Guidelines 490/2012 regarding firm nomination limits (up to 90%, down to 10%) and rules when initial nomination is not exceeding 20% of booked capacity. The provisions might differ within the range of the guidelines also regarding usage of a restricted percentage of booked firm capacity on interruptible basis and regarding non-application of FD UIOLI rules (booked capacity less than 10 % of the average technical capacity in the preceding year).

Long-term Use it or lose it

Differences of Provisions compared to EU Guidelines 490/2012, regarding underutilization of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3. with contract(s) duration exceeding 1 year or systematically 100% nomination with following re-nomination below 90%). The provisions of the TSOs differ within the range of the guidelines also regarding withdrawal result (loss of contracted capacity partially or completely) and also regarding rights and obligations of Network Users (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)

Secondary trades

Allowed means of secondary trading are sublet (transfer of use) in case of 8 countries and/or Assignment (transfer of ownership) in case of 14 countries.

Lead times for offering capacity products vary from TSO to TSO and they are within a range of 15 days to literally a couple of hours before the transmission. Some of the TSOs follow CAM BRS where the deadline is defined at 10:00 D-1.

Lead times for confirmation of secondary trades by the TSO vary from TSO to TSO. There are two approaches. One is the use of a deadline set after receiving the request, which could be as short as 1.5 hours. The second approach can be sending to send the confirmation a number of days before transmission, which can be as long as 5 working days, even as long as 15 working days in case of a LNG terminal.

Rights and obligations of the involved Network Users towards the TSO remain unchanged. The main topic in this case is the payments obligations, which are usually clearly defined as the payments obligation transfer from one party to another under the same conditions as they applied to the transferring party.

Rules regarding reselling of bundled capacity are defined by some TSO only, where they state that bundled capacity can be resold as bundled capacity only.

Trading of unused capacity takes for of 13 contracts place via an online platform and for of 3 countries via their own website. One TSO also offers the possibility to trade unused capacity in a non-electronic way (paper contract). There are also further requirements and/or conditions applied by the TSO for the secondary trading participants. These differ from TSO to TSO, but the most common are credit compliance, registration with the TSO, valid transmission/framework contract in place, registration with an electronic channel used for communication. Some of the unique conditions are registration with the relevant Ministry and different standard capacity products eligible for secondary trading. Some of the countries limit the secondary trading to Yearly, Quarterly and Monthly standard capacity products.

The wording of CMP Guidelines was drafted rather in a general way with a high level description of the measures principles. Therefore, room/freedom was given for the interpretation of details for some CMP parameters. Another fact that contributed to various implementation of some CMPs (OSBB vs. FDA UIOLI) was a lack of coordination between NRAs on cross-border level. The reason for the above mentioned differences is the possibility to apply different secondary trading parameters and CMP mechanisms per national jurisdiction as there is no Network code that sets rules for trading or trading of capacities on the secondary market and CMP mechanisms.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Allocation rules for additional capacity	
	Order of capacity to be sold: e.g. 1. Technical available capacity; 2. FDA UIOLI capacity/Oversubscription capacity; 3. Surrendered capacity
AT	[No clause]
BE	[No clause]
BG	[No clause]
CZ	1. Available capacity + Oversubscription 2. Surrendered Capacity 3. LT-UIOLI
DE	Yes, to the certain extend specified in the provisions on Surrender ⁴⁸
DK	[No clause]
EE	[No clause]
EL	1. Available technical capacity 2. Surrendered Capacity 3. LTUOLI 4. Oversubscription Capacity ⁴⁹
ES	[No clause]
FI	[no information received]
FR	There is no particular "merit order" specified in the Transmission Agreement for the use of different CMPs. Releasable capacities are unrelated to oversubscriptions. These are booked capacities the TSO can ask, in certain circumstances, the Network User to release and re-allocate to Network Users. ⁵⁰
HR	Yes ⁵¹

⁴⁸ § 16 par. 5 sentence 3 of the GT&Cs states that Surrendered capacity shall be marketed subordinated to primary capacity available for the period in question.

⁴⁹ As in Greek Network Code.

⁵⁰ Valid for GRTgaz.

⁵¹ Article 161 of the Transmission System Network Code.

Allocation rules for additional capacity	
	Order of capacity to be sold: e.g. 1. Technical available capacity; 2. FDA UIOLI capacity/Oversubscription capacity; 3. Surrendered capacity
HU	<ol style="list-style-type: none"> 1. Available capacity/Oversubscription capacity 2. Firm day-ahead UIOLI 3. Surrendered capacity 4. Long-term UIOLI
IE	<ol style="list-style-type: none"> 1. Available capacity 2. Surrendered capacity 3. Long-term UIOLI capacity 4. Oversubscription capacity
IT	<ol style="list-style-type: none"> 1. Technical available capacity 2. Surrendered capacity 3. Long-term UIOLI 4. Firm day-ahead UIOLI
LT	[No clause]
LU	[no information received]
LV	[No clause]
NL	<ol style="list-style-type: none"> 1. Technical capacity 2. Surrendered capacity 3. Oversubscription capacity
PL	<ol style="list-style-type: none"> 1. Available capacity 2. Oversubscription capacity 3. Surrendered capacity
PT	[No clause] ⁵²
RO	[No clause]
SE	[no information received]

⁵² Defined in national regulation.

Allocation rules for additional capacity	
	Order of capacity to be sold: e.g. 1. Technical available capacity; 2. FDA UIOLI capacity/Oversubscription capacity; 3. Surrendered capacity
SI	<ol style="list-style-type: none"> 1. Technical available capacity⁵³ 2. Surrendered capacity 3. Long-term UIOLI 4. Firm Day-ahead UIOLI 5. Oversubscription and Buy-back
SK	<ol style="list-style-type: none"> 1. Additional Capacity + Oversubscription 2. Surrendered Capacity 3. Long-term UIOLI
UK	<ol style="list-style-type: none"> 1. Available capacity 2. Surrender (voluntary and then Long-term UIOLI) 3. Oversubscription capacity 4. any other capacity made available⁵⁴

⁵³ Art. 3.13 GT&C

⁵⁴ Covered in the IUK Access Code ("IAC") – Section B par. 1.2.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
AT	Firm capacity contracts w/ duration > 1 day	Published on the TSO website ⁵⁵	Via TSO platform	Time stamp	Network User shall: <ul style="list-style-type: none"> - refrain from any action hindering capacity re-marketing - reduce existing capacity allocation to a balance group to the extent of the surrendered capacity - keep payment obligation for non-successfully marketed surrendered capacity 	Not successfully marketed surrendered capacity will be returned to the Network User
BE	Yearly, Quarterly, Monthly	latest 2 business days before the start	in written (letter, fax, or e-mail)	Time stamp	Network User keeps:	[Information not found]

⁵⁵https://www.taggmbh.at/fileadmin/content/TAG-Website-Content-Comm/Documents_replaced_on_20.01.2017/Procedure_for_Surrender/2016-01-29_Procedure_Surrender_in_the_TAG_Pipeline_System.pdf
http://www.gasconnect.at/en/Fuer-Kunden/Sales-Transmission%20neu/~/_link.aspx?_id=2B90D03D97D14A3EABCE5730B9FC7CB&_z=z

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		date of the period to which the surrendering request refers			<ul style="list-style-type: none"> - rights and obligations to extent of non-re-allocated surrendered capacity - payment obligation for non-re-allocated surrendered capacity 	
BG	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]
CZ	Yearly, Quarterly, Monthly	from 8 a.m. of the last day in the month preceding the first Gas Day in a month from which the Network User surrenders its	<p>Contracts concluded before October 31, 2015 TSO Information System is used.</p> <p>For contract executed after November 1,</p>	Pro-rata	<p>Network User keeps:</p> <ul style="list-style-type: none"> - rights and obligations to extent of non-re-allocated surrendered capacity 	If surrendered capacity is not successfully marketed, it is returned to the Network User.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		transmission capacity	2015, booking platform is used.			
DE	Yearly, Quarterly, Monthly	Until at least 2 p.m. of a day before the delivery day. If capacity is surrendered by 09:00 hours on 7th calendar day prior publication date for annual, quarterly or	joint booking platform	Time stamp	Bundled firm capacity surrendered in bundled form; only no payment obligation regarding surrendered capacity to the extent sold by TSO	Re-allocation of surrendered capacity to Network User until 6.30 p.m. of D-1 if surrendered capacity not being sold by TSO

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		monthly auctions, surrendered capacity shall be taken into account for the calculation of the marketable capacity for the relevant auction.				
DK	Yearly, Quarterly, Monthly	later than 9:00 on the seventh Gas Day before the Gas Day	booking platform	Time stamp	Network User is: - reimbursed regulated capacity tariff for the capacity, partially or fully, sold and maxi-	[Information not found]

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		when the notification is made about the volume of Capacities offered in the relevant auction, respectively			<p>minimum the initial purchase price for the returned capacity</p> <ul style="list-style-type: none"> - notified of any reallocation of its surrendered capacity 	
EE	Yearly	5 days prior each month	With informative monthly balance plan	Pro-rata	<p>Network User keeps:</p> <ul style="list-style-type: none"> - rights and obligations to extent of non-re-allocated surrendered capacity <p>Network User is:</p> <ul style="list-style-type: none"> - notified of surrender request receipt by 	[No clause]

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
					TSO within next working day after receipt - notified of any re-allocation of its surrendered capacity	
EL	<ol style="list-style-type: none"> Yearly, Quarterly, Monthly Capacity products at the IP. At all other entry/exit points of the system each Transmission User (Providing User) may surrender all or part of the Booked Trans- 	1 working day	Electronic Information System	Application for surrender of capacity timestamp	Network User keeps: <ul style="list-style-type: none"> rights and obligations to extent of non-re-allocated surrendered capacity payment obligation for amount and duration if non-re-allocated surrendered capacity 	At the IP, TSO offers the surrendered capacity in the next capacity auction

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
	mission Capacity (for period greater than one Day) for Delivery and/or Reception (Returned Transmission Capacity for Delivery and/or Reception) to the Operator, for disposal to other interested parties, for a given period in accordance with the relevant					

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
	provisions of the Greek NC					
ES	[not enough information received]	[No clause]	Bulletin Board	Pro-rata	[No clause]	[not enough information received]
FI	[no information received]					
FR (GRTgaz)	The capacity subject to surrender can be of any duration. It is re-allocated as quarterly capacity.	10 calendar days before the beginning of the marketing period for monthly capacity subscriptions	Email to TSO	Time stamp	Network User keeps: - rights and obligations to extent of non-re-allocated surrendered capacity	Capacity is only considered as Surrendered Capacity if it has been successfully reallocated

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
HR	Yes ⁵⁶ In the event of contractual congestion on the interconnection and during the contractual congestion period, the Network User can surrender to the TSO the contracted firm capacity for a period of at least two Gas Days.	TSO will offer the capacity to the NU in the regular capacity booking procedure and will in the event of receiving request for the capacity booking allo-	signed contract by Network User no later than 3 business days before the auction begins	Yes ⁵⁷ In the event that two or more Network Users deliver the notice on the surrender of capacity, and the demand for capacity is less than the total offered capacity, the TSO will allocate the capacity according to the order in	Yes ⁵⁸ The Network User retains all rights and obligations from the concluded Natural gas transmission contract in relation to the capacity specified in the notice on surrender until the moment when the TSO issues a notice on the allocation of capacities to another Network User r. The agreement on the surrender of capacities is concluded under the	Yes ⁵⁹ In the event that an individual Network User wants to surrender firm capacity which, for the interconnection in question, he contracted on an annual, monthly or a multi-day basis, and that the demand for capacity is less than the sum of all his contracted capacities, the TSO firstly allocates the capacity from

⁵⁶ Article 162 of the Transmission System Network Code.

⁵⁷ Article 162. par. 8 of the Transmission System Network Code.

⁵⁸ Article 162. pars. 5 and 6 of the Transmission System Network Code.

⁵⁹ Article 162. pars. 4. and 7 of the Transmission System Network Code.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		cate the surrendered capacity through a regular transmission system capacity allocation procedure		which the notices on the surrender of capacity were received.)	condition that the TSO gives his approval for its conclusion, and on the day of issuance of the TSO notice on the allocation of the surrendered capacity to another Network User.	the Natural gas transmission contract, which the Network User contracted on a multi-day basis, after that on a monthly or multi-month basis, and lastly he allocates capacity from the Natural gas transmission contract on an annual, or multi-annual basis. The Network User after delivering the notice on the surrender of contracted firm capacity from paragraph 2 of this Article does not have the right to sell contracted

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
						capacity on the secondary market
HU ⁶⁰	Yearly, Quarterly, Monthly	24 hours before capacity publication	Booking platform	Time stamp	Network User keeps rights and obligations to the extent of non-re-allocated capacity surrendered capacity. Bundled firm capacity may be surrendered and booked in bundled form only. In case of re-allocation of capacity, TSO pays the Network User a compensation.	Surrendered capacity is not allowed to be sold on the secondary market.

⁶⁰ Article 8.7.1 of the Business and Trading Code

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
IE ⁶¹	Yearly, Quarterly, Monthly	[No clause]	[No clause]	Time stamp	Network User keeps: - rights and obligations to extent of non-re-allocated surrendered capacity	TSO processes any Capacity Surrender Request within three Business Days after receipt of the Capacity Surrender Request
IT	Yearly, Quarterly, Monthly, Daily (not Day-ahead)	By 10 am on the Gas-day preceding the start of the capacity surrender validity period	Booking platform (PRISMA)	Time stamp	Network User keeps rights and obligations to the extent of non-re-allocated capacity surrendered capacity. Bundled firm capacity may be surrendered and	[No clause]

⁶¹ Capacity Surrender, Long-term UIOLI, and Oversubscription and Buyback Capacity provisions in the Code Of Operations [Section 2A of Part H] only apply at an Interconnection Point, where after an appraisal process, which is prescribed, is declared to be contractually congested. The only Interconnection Point on the Irish system is at Moffat in Scotland, which has never been declared to be contractually congested. Given the large amount of capacity at Moffat it is very unlikely it will be declared a contractually congested point in the foreseeable future.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
					booked in bundled form only. In case of re-allocation of capacity, TSO pays the Network User the reserve price plus any auction premium, without prejudice to the Network User's obligation to pay the TSO the transportation charge for the surrendered capacity.	
LT	Yearly, Quarterly, Monthly, Daily	[No clause]	Electronic Information System	Pro-rata	Network User keeps: payment obligation for amount and duration if non-re-allocated surrendered capacity	[No clause]
LU	[no information received]					

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
LV	[no information received]					
NL	Yearly, Quarterly, Monthly	10 business days before publication data by PRISMA	Booking platform	Time stamp	<p>Network User may:</p> <ul style="list-style-type: none"> - not enter into any other kind of trading with the (backhaul) entry or exit capacity concerned - Network User keeps rights and obligations until surrendered capacity is re-allocated 	[No clause]
PL	Yearly, Quarterly, Monthly	Before publication of capacity for a given auction	On an Internet platform	Time stamp	<p>Network User keeps:</p> <ul style="list-style-type: none"> - rights and obligations to extent of non-re-allocated surrendered capacity <p>Network User is:</p>	[No clause]

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
					<ul style="list-style-type: none"> - notified of any re-allocation of its surrendered capacity <p>Surrendered capacity only be allocated after full allocation unreserved transmission capacity</p> <p>Bundled firm capacity surrendered in bundled form only</p>	
PT	Yearly, Quarterly, Monthly	Lead-times: 15 days before the quarterly auction; 10 days before the monthly	[No clause]	Time-stamp	Network Users have right to surrender their own capacity	[No clause]

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		auction and 3 days before the daily auction.				
RO	[not enough information received]					
SE	[no information received]					
SI	Yearly, Quarterly, Monthly	at least three business days before the planned surrender date	The draft of the notice about the surrender is published on the website of the TSO. The notice needs to be sent via email to TSO	Time stamp	Network User keeps: - rights and obligations to extent of non-re-allocated surrendered capacity	[No clause]

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
SK	Yearly, Quarterly, Monthly	[No clause]	Web, email, booking platform	the capacity of that Network User, who was the first to submit the request for surrender of capacity, shall be allocated first (first surrendered, first allocated)	Network User keeps: - rights and obligations to extent of non-re-allocated surrendered capacity until publication for marketing at booking platform	[No clause]
UK (IUK)	Yearly, Quarterly, Monthly, Daily ⁶²	At least the Wednesday before the auction information being	Via TSO information system	Time stamp	- A Network User cannot transfer or assign capacity that has already been surrendered ⁶⁴	Any surrendered capacity not re-allocated stays with the surrendering Network User and does not automatically rollover to

⁶² Section B par. 6.1.1 of the IAC.

⁶⁴ Section B par. 6.1.2 of the IAC.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
		published on PRISMA ⁶³			<ul style="list-style-type: none"> - Registered Capacity reduced by re-allocated capacity, surrendering Network User remains liable for capacity charges and will receive a rebate⁶⁵ - if capacity is no re-allocated surrendering Network User retains all obligations and liabilities of surrendered capacity⁶⁶ 	the shorter period auction.

⁶³ Section B par. 6.1.3 of the IAC.

⁶⁵ Section B par. 6.3.4 of the IAC.

⁶⁶ Section B par. 6.3.5 of the IAC.

Surrender of Capacity						
	Capacity products subject to surrender	Surrender lead-times (e.g. 2 weeks before publication of capacity)	Notification requirements for surrender (e.g. via booking platform, or email to TSO)	Allocation rules for surrendered capacity: Order of surrendered capacity in case of more than one surrenders: pro rata or time stamp	Provisions regarding right/obligations for Network Users in case of surrendering	Rules regarding re-surrendering (by TSO) of surrendered capacity (by Network User) to Network User (re-surrender of monthly product to daily products by a TSO)
UK (NG)	Yearly, Quarterly, Monthly	5 business days before publication	Via Prisma	Timestamp	User retains obligation (to pay TSO) and loses rights to flow. Users will receive a credit following successful relocation.	Surrender offers not reallocated lapse after the auction, and must be re-submitted.

Oversubscription and Buyback		
	Capacity products subject to oversubscription (e.g. WD, D, M)	Rules regarding capacity buyback
AT	Service not provided	Service not provided
BE	[Information not found]	Network User will be credited for an amount corresponding with the Transmission Services bought back through the buy-back procedure(s)
BG	[Information not found]	[Information not found]
CZ	[Information not found]	TSO shall inform Network User, who booked contracted capacity at the given border point about: <ul style="list-style-type: none"> - buy-back auction - amount of the transmission capacity requested in the auction by e-mail
DE	Service not provided	Service not provided
DK	Daily	TSO shall inform Network User, who booked contracted capacity before 12:00 on the Gas Day about: <ul style="list-style-type: none"> - buy-back auction by e-mail
EE	Service not provided	Service not provided ⁶⁷
EL	Monthly	Buy-back procedure applied every Day of the Month if specific conditions are met. ⁶⁸ Time for starting the buy-back process is announced by the TSO at the electronic information system. ⁶⁹ Buy-back procedure completed within

⁶⁷ Methodology of Gas Transmission Capacity Allocation and Congestion-Management Procedure and Conditions for Accessing the Cross-border Infrastructure p 1.4

⁶⁸ Article 20AB par. 5 of the Greek Network Code.

⁶⁹ Article 20AB par. 6 of the Greek NC.

Oversubscription and Buyback		
	Capacity products subject to oversubscription (e.g. WD, D, M)	Rules regarding capacity buyback
		forty-five (45) minutes from Deadline for buy-back commencement (Buy-back Closure Time)
ES	[No clause]	[No clause] ⁷⁰
FI	[no information received]	
FR (GRTgaz)	Quarterly, monthly, daily on some IPs. Subject to NRA approval.	First phase: market-based voluntary buyback procedure. The contract does not contain the details of the procedure. If insufficient: mandatory buyback on pro-rata basis
HR	Yes ⁷¹ (In the event of contractual congestion at an individual interconnection the TSO will offer additional capacity on a daily level, above the level of technical capacity, applying the measure of offering additional firm capacity and a buy-back of contracted firm capacity, while accepting the technical conditions of the transmission system, calorific value, expected usage of the transmission system capacities, outside temperature and other technical capabilities.)	TSO shall inform Network User about: <ul style="list-style-type: none"> - tender delivery deadline - amount of firm capacity to be bought-back Offer shall contain: <ul style="list-style-type: none"> - amount of offered capacity (kWh/day) - capacity buy-back unit price (HRK/kWh/day), whereby the price of the offered capacity cannot be greater than 150% of the price of firm capacity on a daily level
HU	[No clause]	[No clause]
IE	[No clause]	TSO invite Network User: <ul style="list-style-type: none"> - through a tender process (a "Buyback Tender") - to commit to sell back capacity at a contractually congested point - at an agreed price ("Advance Buyback Agreement") for any Day or Days within a defined period of time

⁷⁰ Circular 1/2014 of the CNMC.

⁷¹ Article 164 of the Transmission System Network Code.

Oversubscription and Buyback		
	Capacity products subject to oversubscription (e.g. WD, D, M)	Rules regarding capacity buyback
IT	[No clause]	[No clause]
LT	[No clause]	[No clause]
LU	[no information received]	
LV	[no information received]	
NL	Yearly, Quarterly, Monthly, Daily and Within-day	If GTS cannot solve problems in their grid via interrupting capacity or swaps or any other operational measures they will resort to capacity buy back. In that case a reverse auction mechanism is started on PRISMA where Network Users can offer to increase or decrease usage of capacity at specific network points as mentioned in the reverse auction in such a way that it will decrease the problems of the TSO. If system is short the Network Users may be asked via the reverse auction mechanism to increase entry or decrease exit flow.
PL	Daily and if not sold in daily auction made available for within day products	Buy-back shall take place in an auction procedure on an auction platform Uniform-price auction to be used in the buy-back procedure
PT	Daily	Capacity buyback takes place in an auction procedure
RO	[Information not found]	[Information not found]
SE	[no information received]	
SI	Daily	TSO indicates in invitation deadline for submission of offers. Network Users' offers shall include: - quantity of offered firm capacities - price per unit

Oversubscription and Buyback		
	Capacity products subject to oversubscription (e.g. WD, D, M)	Rules regarding capacity buyback
		<p>After the end of the offer submission deadline, TSO choose the offers containing the lowest prices.</p> <p>If several offers have the same price, decision based on order in which offers were received.</p>
SK	[No clause]	<p>Capacity shall be bought back in the order starting from the lowest price offered.</p> <p>Buy-back price shall, as a maximum, equal to price of firm capacity of the relevant Network User, from whom capacity is bought back.</p> <p>After buy-back the Network User shall reduce its nomination for transmission at the relevant entry/exit point by quantity of the capacity bought back; otherwise, TSO have right to modify the Network User's nomination.</p>
UK	Daily	<p>Voluntary Buy-back - IUK seeks to buy-back capacity within day, by asking Network Users to offer any part of a capacity product that covers the buy-back period. Network Users can submit offers within an hour of IUK's request. IUK selects offers in ascending price offer to meet buy-back requirement. IUK will not pay more than the published maximum buy-back price.⁷²</p> <p>Forced Buy-back: if insufficient offers are made voluntarily, IUK will buy-back any Daily or Within-Day capacity products held by Network Users at the published forced buy-back price.⁷³</p>

⁷² Section C par. 3.1 of the IAC.

⁷³ Section C par. 3.2 of the IAC.

Oversubscription and Buyback		
	Capacity products subject to oversubscription (e.g. WD, D, M)	Rules regarding capacity buyback
UK (NG)	Any product	Long term products: NG may arrange forwards or options with parties to buy back capacity, favouring best priced. Daily buybacks: NG invites market to offer buybacks. Users post anonymous offers; NG selects best priced from 'bidstack'.

Firm Day-Ahead Use It or Lose It				
	Application of FDA UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding firm nomination limits (up to 90%, down to 10%) and rules when initial nomination not exceeding 20% of booked capacity	Differences of Provisions compared to EU Guidelines 490/2012 regarding usage of restricted percentage of booked firm capacity on interruptible basis	Differences of Provisions compared to EU Guidelines 490/2012 regarding non-application of FD UIOLI rules (booked capacity less than 10 % of the average technical capacity in the preceding year)
AT	Yes ⁷⁴	No	No	No
BE	[No clause]	[No clause]	[No clause]	[No clause]
BG	[No clause]	[No clause]	[No clause]	[No clause]
CZ	Yes	No difference	No difference	No difference
DE	Yes	No differences	No differences	No differences
DK	[No clause]	[No clause]	[No clause]	[No clause]
EE	[No clause]	[No clause]	[No clause]	[No clause]
EL	[No clause]	[No clause]	[No clause]	[No clause]

⁷⁴ GCA GTC chapter IX (2) makes references to AT Gas Market Model Ordinance section 11f covering long and short term UIOLI.

⁷⁵ Follows: https://www.e-control.at/documents/20903/443907/GMMO-VO+Novelle+2016_Beschluss_konsolidiert_en.pdf/4c0d35af-5298-42bc-8642-a2c52c4e51aa

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Firm Day-Ahead Use It or Lose It				
	Application of FDA UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding firm nomination limits (up to 90%, down to 10%) and rules when initial nomination not exceeding 20% of booked capacity	Differences of Provisions compared to EU Guidelines 490/2012 regarding usage of restricted percentage of booked firm capacity on interruptible basis	Differences of Provisions compared to EU Guidelines 490/2012 regarding non-application of FD UIOLI rules (booked capacity less than 10 % of the average technical capacity in the preceding year)
ES	[No clause]	[No clause]	[No clause]	[No clause]
FI	[no information received]			
FR	[not applicable]	[No clause]	[No clause]	[No clause]
HR	[No clause]	[No clause]	[No clause]	[No clause]
HU	[No clause]	No difference	No difference	No difference
IE	[No clause]	[No clause]	[No clause]	[No clause]
IT	Yes	No	No	No
LT	[No clause]	[No clause]	[No clause]	[No clause]
LU	[no information received]			
LV	[no information received]			
NL	[No clause]	[No clause]	[No clause]	[No clause]
PL	No ⁷⁶	No	No	No
PT	[not applicable]	[not applicable]	[not applicable]	[not applicable]
RO	[no information received]			
SE	[no information received]			
SI	Yes ⁷⁷	No	No	No

⁷⁶ PL does not have FDA UIOLI implemented (it is described in NC but NRA decided to implement and terminate this mechanism at the same time).

⁷⁷ If, based on the yearly ACER monitoring report on congestion at interconnection points in accordance with point 2.2.1(2) of Commission Decision of 24 August 2012 on amending Annex I to Regulation (EC) No 715/2009 of the European Parliament and of the Council on conditions for access to the natural gas transmission networks (OJ L 231, 28.8.2012, P. 16;

Firm Day-Ahead Use It or Lose It				
	Application of FDA UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding firm nomination limits (up to 90%, down to 10%) and rules when initial nomination not exceeding 20% of booked capacity	Differences of Provisions compared to EU Guidelines 490/2012 regarding usage of restricted percentage of booked firm capacity on interruptible basis	Differences of Provisions compared to EU Guidelines 490/2012 regarding non-application of FD UIOLI rules (booked capacity less than 10 % of the average technical capacity in the preceding year)
SK	No	[not applicable]	[not applicable]	[not applicable]
UK	No	[not applicable]	[not applicable]	[not applicable]

Long-term Use It or Lose It				
	Application of Long-term UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding underutilisation of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3.with contract(s) duration exceeding 1 year, or systematically 100% nomination with following re-nomination below 90%) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding withdrawal result (loss of contracted capacity partially or completely) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding rights and obligations of Network User (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)
AT	Yes	No ⁷⁸	No	No
BE	Yes	No	No	No
BG	No	[No clause]	[No clause]	[No clause]

hereinafter "yearly ACER monitoring report"), it is shown that demand exceeded offer at interconnection points and that auction premium was achieved at auctions, the transmission system operator is required to apply the firm day-ahead use-it-or-lose-it mechanism as of 1st March for a period of one year and inform system users and the Agency thereof.

⁷⁸ GCA GT&C chapter IX (2) makes references to AT Gas Market Model Ordinance section 11f.

Long-term Use It or Lose It				
	Application of Long-term UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding underutilisation of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3.with contract(s) duration exceeding 1 year, or systematically 100% nomination with following re-nomination below 90%) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding withdrawal result (loss of contracted capacity partially or completely) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding rights and obligations of Network User (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)
CZ	Yes	No ⁷⁹	Yes ⁸⁰	Yes ⁸¹
DE	Yes	[not mentioned in the clause as decision for application in each case is made by NRA]	[not mentioned in the clause as decision for application in each case is made by NRA] However general rules are provided in the GT&Cs not differing from CMP wording.	[not mentioned in the clause as decision for application in each case is made by NRA] However general rules are provided in the GT&Cs not differing from CMP wording.
DK	Yes	No	No	No
EE	Yes	Network user is using less than 80% as a monthly average reserved one-year capacity without any explanations	No	No

⁷⁹ NRA may fine tune the rules for the local specifics.

⁸⁰ NRA may decide about partial or full withdrawal of any unused contracted capacity for a period longer than one year using the procedure in the Gas Market Rules.

⁸¹ NRA may decide about partial or full withdrawal of any unused contracted capacity for a period longer than one year using the procedure in the Gas Market Rules.

Long-term Use It or Lose It				
	Application of Long-term UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding underutilisation of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3.with contract(s) duration exceeding 1 year, or systematically 100% nomination with following re-nomination below 90%) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding withdrawal result (loss of contracted capacity partially or completely) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding rights and obligations of Network User (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)
		during two (2) consecutive months, or confirms systematically approximately 100% of its one-year reserved capacity with the month-ahead balance plan, and then reduces its capacity use nomination with the D-1 up to 20%.		
EL ⁸²	Yes	Yes. When the average booked capacity usage is lower than 80% for a period of 12 consecutive months.	No	No
ES	Yes	Yes	Yes	Yes
FI	[no information received]			
FR (GRTgaz)	Yes	No for the first condition; + an alternative condition: GRTgaz has been unable to meet at least one duly justified request from another Network User for an annual subscription of Daily Entry Capacity, respectively Daily Exit Capacity, at the said Network Interconnection Point	No	No

⁸² Article 15 of the Greek NC.

Long-term Use It or Lose It				
	Application of Long-term UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding underutilisation of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3.with contract(s) duration exceeding 1 year, or systematically 100% nomination with following re-nomination below 90%) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding withdrawal result (loss of contracted capacity partially or completely) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding rights and obligations of Network User (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)
HR	[No clause]	[No clause]	[No clause]	[No clause]
HU	Yes	No for the first + systematically nomination over 80% with following renomination below 80%	No	No
IE	No	[No clause]	[No clause]	[No clause]
IT	Yes	No	No	No
LT	Yes	Yes	Yes	Yes
LU	[Nothing received]			
LV	[Nothing received]			
NL	Yes ⁸³	[No clause]	[No clause]	[No clause]
PL	Yes	No (but without nomination restriction)	Yes (lose of capacity completely)	Yes (if the LT UIOLI is used the NU loses its capacity)
PT	Yes	Yes	Yes	Yes
RO	[No clause]	[No clause]	[No clause]	[No clause]
SE	[Nothing received]			

⁸³ GTS reports usage of capacity to the regulator. NRA decides whether or not LT UIOLI is to be applied.

Long-term Use It or Lose It				
	Application of Long-term UIOLI	Differences of Provisions compared to EU Guidelines 490/2012 regarding underutilisation of booked capacity (uses less than on average 80 % of booked capacity for periods 1.4.-30.9. and 1.10.-31.3.with contract(s) duration exceeding 1 year, or systematically 100% nomination with following re-nomination below 90%) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding withdrawal result (loss of contracted capacity partially or completely) Yes = differences No = no differences	Differences of Provisions compared to EU Guidelines 490/2012 regarding rights and obligations of Network User (retain rights and obligations under capacity contract until capacity reallocation and to extent of non-reallocation)
SI	Yes ⁸⁴	[No clause]	No	No
SK	Yes	No	No	No
UK	Yes ⁸⁵	No	No	No

⁸⁴ TSO reports usage of capacity to the regulator. NRA decides whether or not LT UIOLI is to be applied

⁸⁵ Section B par. 6.2 of the IAC.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
AT	Assignment (transfer of ownership) and transfer of use	Information published on PRISMA	Information published on PRISMA	TAG: Rules for Assignment are specified in the contract and in the Secondary Trading procedures (published on the TAG website) Assignment is specified in GCA GT&C chapter IX (6)	Article 19 par. 8 of the CAM NC and Sec 10 of the Market Model Ordinance ⁸⁶	online platform (secondary capacity platform)	TAG: Conditions are published on the TSO website ⁸⁷ GCA: none
BE	Assignment (transfer of ownership)	[Information not found]	[Information not found]	When surrendering, Network User	Bundled Transmission Services	Online platform (secondary capacity platform)	Receiving party must have valid

⁸⁶ https://www.e-control.at/documents/20903/443907/GMMO-VO+Novelle+2016_Beschluss_konsolidiert_en.pdf/4c0d35af-5298-42bc-8642-a2c52c4e51aa

⁸⁷ <https://www.taggmbh.at/en/for-system-users/capacity-trading-on-secondary-market/>

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
	<p>all rights and obligations</p> <p>Assignment (transfer of ownership) all rights and obligations except for payment obligation of Monthly Capacity Fee and Monthly Variable Flex Fee (assignment with retained payment obligation)</p>			<p>bound to withdraw offer for same Transmission Services on Secondary Market</p> <p>Network User offers Subscribed Transmission Services on a market-based way</p> <p>Network User shall not:</p> <ul style="list-style-type: none"> - use allocated Transmission Services to 	product, must be sold bundled		Standard Transmission Agreement with TSO

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				<p>hamper, limit or disturb the functioning of the market (buyer)</p> <ul style="list-style-type: none"> - stipulate conditions that may refrain the free tradability (seller) 			
BG	[Information not found]	[Information not found]	[Information not found]	Receiving party shall pay TSO respective transmission fee of transferred contract	[Information not found]	[Information not found]	<p>Receiving party must have signed and enforced Framework Contract with TSO.</p> <p>For transfer of capacity products on</p>

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
							secondary market, respective amounts shall be reserved from credit limit of receiving party depending on acquired capacity products.
CZ	Assignment (transfer of ownership)	The Applicant will submit the request for contracted capacity transfer no later than 5 business days before the day from which the	[Information not found]	Receiving party shall pay TSO respective transmission fee of transferred contract	Network User authorized to partially or entirely transfer contracted capacity to another Network User	Website	Receiving party must have General Gas Transmission Contract with TSO Receiving party satisfies financial eligibility conditions Only monthly, quarterly, yearly capacity products eligible

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		contracted capacity should be transferred.			No transfer of General Gas Transmission Contract for transmission capacity shorter than 1 month		for Secondary market trading
DE	Transfer for use Assignment (transfer of ownership)	Request consent of Network User by 11:00 am on day D-3 business days	[Information not found]	Transfer of use: Network User remains contract partner with respective obligations such as payment obligations; Assignment: Assignor is not	Bundled Transmission Services product, must be transferred for use or assigned as bundled capacity	Online platform (secondary capacity platform)	Registration on PRISMA required The transferee shall be subject to approval by the TSO

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				<p>contract partner anymore to the extent of assigned capacity; Assignee becomes contract partner with all rights and obligation</p> <p>Where an entry or exit contract is assigned to a third party for a period of less than one year pro rata temporis, the transportation tariffs for</p>			Sufficient creditworthiness of the transferee or proof of financial guaranties

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				<p>the assigned capacity shall be determined using the multiplier relevant for the term of the assigned capacity</p> <p>Transferor has included all of the capacities concerned in a balancing group or sub-balancing account, and that the transferee also specifies a</p>			

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				balancing group			
DK	[Information not found]	[Information not found]	[Information not found]	[Information not found]	[Information not found]	Online platform (secondary capacity platform)	Receiving party must have entered into Network User Framework Agreement with TSO
EE	Transfer of use and Transfer of ownership	By 15.00 (EET) three (3) days before the beginning of the period.	Within 1 working day from the moment of receiving the corresponding notice from both network users.	Obligations and rights towards TSO move from Network User initially reserved capacity Receiving party, who purchased capacity at secondary-trading.	[Information not found]	TSO: - not mediating secondary-trading transactions - publish recommended secondary-trading Contract form on the webpage	All reserved capacity transactions made on secondary-market valid after TSO submitted corresponding confirmation to market participants requesting transaction Free trading for - yearly, quarterly,

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
						- publish interactive format as a web application for secondary-trading, which includes purchase and sales offers	monthly capacity products
EL	Assignment (transfer of ownership) and Lease (granting right of use)	[No clause]	Two working days	In case of transfer of ownership the assignee is held liable towards the TSO. In case of granting the right of use, the person,	[No clause] ⁸⁸	through the Electronic Transactions System or OTC transactions	In case of transfer of ownership an STA with the TSO is required

⁸⁸ Article 19 of the Greek NC deals with the resale of Natural Gas Quantities.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				who grants the right remains liable towards the TSO.			
ES	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)	Reference to national law (Circular 1/2014 of the CNMC)
FI	[no information received]						
FR (GRTgaz)	Transfer of use and transfer of ownership	PRISMA trading: PRISMA GT&C Direct trading: before the twentieth (20th) of the month preceding the Month of the first (1st) Day of	PRISMA trading: PRISMA GT&C Direct trading: GRTgaz undertakes to process the transfer,	No payment to TSO	No unbundling of bundled capacity sold via the PRISMA platform	PRISMA platform or by direct notification to GRTgaz by both transferor and transferee (full transfer of ownership only)	Existing transmission contract with GRTgaz

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		<p>validity of the transferred capacity for all Daily Entry Capacity at the Network Interconnection Point, Daily Exit Capacity at the Network Interconnection Point or Daily Link Capacity;</p> <p>at the latest seven (7) working days before</p>	<p>as soon as GRTgaz has received the two consistent notifications, within three (3) Working Days</p>				

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		the first (1st) Day of validity of the transferred capacity for all Daily Entry Capacity at the Transport LNG terminal Interface Point.					
HR	Transfer of use and transfer of ownership ⁸⁹	The contracting parties are obliged to confirm the capacity trading on the relevant	Notice of acceptance or rejection of trading on secondary market within	The Transferor onto the Acquirer only those rights and obligations from the Natural gas	Contracted bundled capacity must be sold bundled	Online platform (secondary capacity platform)	[No clause] ⁹¹

⁸⁹ Articles 86. and Article 87 of the Transmission System Network Code.

⁹¹ Article 90. pars. 4., 5. and 6. and Article 91 of the Transmission System Network Code.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		platform at least 24 hours before the start of the time period that the trading refers to. ⁹⁰	12 hours from the receipt of the valid request	transmission contract or Contract on gas transmission at an interconnection are transferred relating to the transferred capacity, and the Acquirer assumes only these rights and obligations, in accordance with the Notice of capacity transfer on the			

³⁷ Article 88, pars. 4 and 6 of the Transmission System Network Code.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				secondary market. By the transfer of the right to use the contracted capacity, the Transferor transfers onto the Acquirer fully or partially, the right to use the capacity based on the Natural gas transmission contract or Contract on gas transmission at			

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
				an interconnection concluded with the TSO			
HU	Transfer of use	3 hours before the start of the transfer	[No clause]	Transferor party shall pay capacity fee, and receiving party shall pay volume based fees.	Contracted bundled capacity must be sold bundled.	RBP	Both parties must enter into the Network Usage Framework Contract.
IE	Assignment (transfer of ownership)	[No clause]	[No clause]	Receiving party shall pay TSO respective transmission fee of transferred contract	[No clause]	[No clause]	Receiving party must be registered by TSO
IT	Assignment (transfer of ownership)	By the third gas-day prior to the gas-day on	Within 36 hours after the conclusion of	Receiving party shall pay TSO the transmission	Bundled capacity may only be	Booking platform	- possess a signed Transportation Contract and

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		which the trading takes effect	the transaction	fee of transferred contract	transferred in bundled form		<p>access credentials to the „Portale Capacità” (buying party) submit appropriate financial guarantees, or updated the same (buying party)</p> <ul style="list-style-type: none"> - be authorized to trade on the booking platform - be authorized by the Ministry of Economic Development to import gas;

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
							<ul style="list-style-type: none"> - comply with provisions relating to financial guarantees for coverage of system exposure in relation to the Network User - own transportation capacity at least equal to quantity of capacity covered by transaction (selling Network User)
LT	Assignment (transfer of ownership)	TSO must receive information about transactions	TSO shall immediately send reply to Network Users on transaction	Receiving party shall pay TSO respective transmission fee of	[No clause]	Website	<p>Network User shall:</p> <ul style="list-style-type: none"> - follow provisions of the Access Rules and of the

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		concluded for daily or longer-term capacity not later than 2 hours before deadline for submission of nominations	confirmation by email, but no later than within 1.5 hours after receipt of information about the transaction entered into by both parties to the transaction	transferred contract			<p>Transmission Contract</p> <ul style="list-style-type: none"> - provide all information when filling in request or offer to purchase or sell capacity on the secondary market - inform TSO on the capacity acquisition and transfer transactions concluded in the secondary capacity market and on cancelled contracts

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
							<ul style="list-style-type: none"> - follow terms and conditions relating to secondary market trading - in order to sell the right to use capacity for a certain period on the secondary market have capacity purchased under the contract in the primary market, covering that period
LU	[no information received]						
LV	[no information received]						
LT	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
NL	Assignment (Transfer of ownership) & Sublet (transfer of usage)	No lead time	Near real time	With ToO payment obligations are transferred, with ToU payment obligations are not transferred	[No clause]	Via PRISMA	<p>Network User shall:</p> <ul style="list-style-type: none"> - be sufficiently creditworthy - meet electronic message handling process requirements with regard to nominations, entry and exit programs, portfolio imbalance signal and the use of WDM transactions - have skill and care, and the technical, administrative

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
							and organizational facilities, required in order to be able to participate in gas transmission
PL	Both ways are allowed (the TSO doesn't take part in the transfer of use)	In case of Y, Q, M products it should be D-2 In case of DA products offer must be valid at the latest to 10.00 a.m. D-1	In case of Y, Q, M products it should be D-2 In case of DA products offer must be accepted by TSO up to 4.00 p.m. at D-1	all rights and obligations are transferred to transferee (including auction premium). All settlements for transaction are done between interested parties.	Bundled capacity shall be resold as a bundled one	online platform (capacity platform) also paper form of application for the transfer of rights to capacity on SM	Network User shall: <ul style="list-style-type: none"> - be sufficiently creditworthy - obtain access to booking platform⁹²

⁹² The implementation of the secondary market for the daily products is ongoing – to be implemented soon.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
PT	[No clause]	[No clause]	[No clause]	[No clause]	Bundled capacity resold as bundled capacity	[No clause]	Network User shall be registered at TSO
RO	[not enough information received]						
SE	[no information received]						
SI	Assignment (transfer of ownership) and Transfer of use	Network User, who has resold capacity no later than within 15 days after conclusion of the Resale Contract, but at least three business days before the Contract has	NU shall prior to concluding a legal transaction inform the TSO in writing. On the basis of the notice the TSO shall within three business days	Network User, who has resold capacity shall inform TSO by submitting a photocopy of the Resale Contract in which the price or other commercially sensitive information can be hidden	Art 19 para 8 NC CAM and Rules on the procedure for the allocation of capacity on transmission system for the entry and exit points in Re-	Online platform (secondary capacity platform) and TSO website	[No clause]

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		entered into force	confirm or reject in writing	<p>In the case of transfer of use: The transferor stays liable for payments for the use of the transmission system</p> <p>In the case of transfer of ownership: the receiver is liable for payments for the use of the transmission system</p>	public of Slovenia, congestion management procedure and capacity trading on the secondary market in accordance with Regulation (EC) No 715/2009		

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
SK ⁹³	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]	[No clause]
UK (PTL)	[No clause]	The Transfer Proposal is received by TSO by 03:00 on the day of the IP Capacity Transfer	[No clause]	Network User (selling party) shall remain liable to pay TSO transmission amounts associated with its registered IP capacity	[No clause]	Online platform (secondary capacity platform)	Network User shall be registered at TSO TSO shall accept Transfer Proposal if: - Selling Network User has sufficient available IP capacity; - Buying Network User is different to the Selling Network User
UK (IUK)	Transfer of use, Transfer of ownership	Capacity Transfer – no later than 2 hours before transfer	Capacity Transfer – automatically ef-	Capacity Transfer – Transferor remains liable for capacity	Statement that it is Network User's responsibility	Trading outside of scope of IUK's activities. Network User can inform	Capacity Transfers and assignments

⁹³ As secondary service EUS offers assignment (transfer of ownership) - Article 11.3. in Operational Order.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
		is to be effective Assignment – 5 business days before assignment is to occur	effective if transfer request confirmed by transferor and transferee by deadline and quantity requested is less than transferor's registered capacity ⁹⁴ Assignment – not explicitly stated but IUK	charges; Transferee has rights to use capacity as part of its registered capacity Assignment – assignee assumes all rights, liabilities and obligations and assignor ceases to have any rights, liabilities and obligations with respect to	to maintain capacity bundle in secondary market ⁹⁵	IUK of trade by submitting Capacity Transfer Request on IUK's information system. Network User can advertise capacity for sale on IUK's information system that gets replicated on IUK's website. IUK not currently using PRISMA secondary, but it is ex-	can only occur between IUK Network User. Assignee Network User must satisfy all IUK's terms and conditions in IAA and IAC, particularly credit criteria ⁹⁶

⁹⁴ Section B pars. 7.54 and 7.5 of the IAC.

⁹⁵ Section B Annex B-1 par. 2.3.4 of the IAC.

⁹⁶ Section B pars. 7 and 8 of the IAC.

Secondary Trading							
	Allowed means of secondary trading: Transfer of use and/or Assignment (transfer of ownership)	Lead times for offering capacity products	Lead times for confirmation of secondary trades by the TSO	Rights and obligations of the involved Network Users towards the TSO (payments etc.)	Secondary trading: Rules regarding re-selling of Bundled capacity	Ways of trading unused capacity (e.g. via secondary platform, Booking platform, TSO webpage etc.)	Requirements/ Conditions set by the TSOs for Network Users for participating in secondary trading (e.g. registered by TSO, creditworthiness check)
			will assess assignment notice and inform if invalid with the 5 day notice period	assigned capacity from the assignment date		pected to introduce this next year.	
UK (NG)	Transfer of Use	The Transfer Proposal is received by TSO by 03:00 on the first day of the Transfer period.	60 minutes	Users transfers rights only - retains liability to pay TSO	Shipper responsibility to maintain capacity bundle on secondary market.	Via PRSIMA (for IPs)	Shipper must be a registered network user. Must be registered on PRISMA platform. Credit check carried out.

9. MAINTENANCE

1.1. OBJECT

Clause, which establishes the procedural aspects of interruptions and maintenance.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

TSOs are permitted to interrupt or reduce service in the event of both planned and unplanned maintenance. For unplanned maintenance please refer to the analysis of the “suspension, interruption and emergency”-clauses.

Planned maintenances have to be announced by all the TSOs, for which information has been made available. In 12 out of 24 cases, such announcements are made on the TSOs' website or similar, whereas 7 contracts provide for an individual notification.

The timing of such prior notice is quite different from one TSO to another:

- in half of the contracts the information is provided under the form of an annual plan and in some cases this annual information has to be completed by additional announcements closer to the start date of operations;
- where information has to be provided closer to the operations start date, the notice period varies from 2 days to 4 months (between 2 and 4 months in 6 cases, 42 days in 7 cases, 30 days (or similar 20 working days) in 3 cases, 5 to 15 days in 6 cases and less than 5 days in 5 cases). Nonetheless, in almost all cases information about planned maintenances is provided in line with Regulation (EC) 715/2009.

For some contracts the planning of maintenances undergoes a consultation procedure with the impacted Network Users.

In several contracts, the periods where maintenances can be performed are restricted: either a certain period of the year (BG, DK, HR, UK (NG and PTL)), or a number of days/year (IE, UK (IUK)).

The consequences of an interruption or reduction because of maintenance are quite different. Where in a majority of contracts (13/24) the TSO has an obligation to reduce impacts of maintenance, potential compensations of the impacted Network Users are however very different (from: fees remain due at least if maximum maintenance days are not exceeded (in 9 cases), to: fee reductions or compensations (in 7 cases); and in some cases: certain penalties do not apply).

Capacity reductions are mainly (11/24) on a “pro-rata” basis. In 4 cases, reductions are operated first on certain capacity products and then on others. In two cases the “time stamp” approach is used. However, in some cases the principle to be used depends whether transport will be fully interrupted or the technical capacity will only be reduced.

In addition, in DE capacity contracts for biogas should if possible not be reduced, as biogas is granted priority in transmission.

In several Member States (AT, ES, HU, LT, SI) the consequences of maintenance are regulated by national laws.

The level of possible alignment seems quite limited: if there is a consensus on the obligation to announce planned maintenances in line with Regulation (EC) 715/2009, the details of such information, the periods of maintenance and the consequences of such maintenance operations are very different from one TSO to the other, as they are determined by the specificities of the networks, which can vary from country to country and even within the same country. Moreover, in some cases (like AT, ES, HU, LT, and SI) the operation and maintenance section included in the contract makes direct reference to national regulation, which applies to different infrastructures and not only to gas transmission systems: UGS, LNG terminals. This provision is therefore affected by fundamental differences in principles of national law.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY IN THE CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Conditions of publication of planned maintenance				
	Notification deadline	Means of publication	Content of information	Period planned maintenance ⁹⁷
AT	42 days before start of operations	Website	Type of work, location, time, duration and impact	[no information in the clause]
BE	September for long term 10 days for short term	[no information in the clause]	[no information in the clause]	[no information in the clause]
BG	30 days before beginning of period	Website	[no information in the clause]	Summer
CZ	42 days before the maintenance	Manner allowing remote access	[no information in the clause]	[no information in the clause]

⁹⁷ If no period is indicated (“/”), it is assumed, that maintenance can take place through-out the whole year.

Conditions of publication of planned maintenance				
	Notification deadline	Means of publication	Content of information	Period planned maintenance ⁹⁷
DE	42 days and 15 days before start of possible usage limitations	Website Email	Location, time, duration and impact	No specific period set – throughout the whole year
DK	Annually	[no information in the clause]	[no information in the clause]	1/5 to 31/10 (to the extent possible)
EE	42 days before start of operations	Website	[no information in the clause]	[no information in the clause]
EL	November 15th (annual) 20 working days before start of operations	Electronic Information System Individual notification	Type of work, consequences, duration	Any day (but max. number of days)
ES	November 30 th (annual plan) 2 weeks before start of operations	[no information in the clause]	Type of work, consequences, dates of operations	[no information in the clause]
FI	[no information received]			
FR (GRT)	60 days before start of operations 5 days before start	[no information in the clause]	Pre-information Extend, durations, effects	[no information in the clause]
FR (TIGF)	2 months before start of operations 5 days before start	Website	Pre-information Extend, durations, effects	[no information in the clause]

Conditions of publication of planned maintenance				
	Notification deadline	Means of publication	Content of information	Period planned maintenance ⁹⁷
HR	Before beginning of the year 42 days before start of operations 48 hours before start of operations	Website Website Individual notification	Affected part of the network and planned month Exact date and duration	From 1/10 to 31/3 suspensions shall not exceed 6 hours
HU	3 months before the event in case of planned maintenance. 15 days in case of shorter duration	Website	Date, network point, available physical capacity and period	Between 15/4 and 15/10
IE	31 May (annual)	The Maintenance Plan is circulated to The CMF Mailing List, which includes all Network Users and recipients nominated by them	The Maintenance Plan details dates planned maintenance work, which may result in flow reductions	Any day (but max. number of days)
IT	September 1 st (annual) Updated by March 1 st 15 th day of month -2	Website or certified e-mail	Part of network impacted, period, capacities available	[no information in the clause]

Conditions of publication of planned maintenance				
	Notification deadline	Means of publication	Content of information	Period planned maintenance ⁹⁷
LT	Annually 42 days prior to start of operations 5 days prior to start of operations	Website Publicly Mail, e-mail, by courier or facsimile	Object of the works, start and end dates and implications	[no information in the clause]
LU	[no information received]			
LV	[no information received]			
NL	2 months prior to start of operations	Website	Time period and duration of the restriction	No specific period set – throughout the whole year
PL	August 20 th (annual) 42 days prior to start of operations	Website	List of entry and exit points where restrictions affecting the off-take and supply of gaseous fuels may occur, expected duration of such restrictions	[no information in the clause]
PT	[no information received]			
RO	March 1 st for next year December 1 st for period Jan-June 3 days prior to start of operations	Website Individual notification	[no information in the clause]	[no information in the clause]
SE	[no information received]			

Conditions of publication of planned maintenance				
	Notification deadline	Means of publication	Content of information	Period planned maintenance ⁹⁷
SI	At least 1 month before start	Written notice	The part of the transmission system under work, beginning and the planned completion of works, plan of limitations or interruptions of the natural gas transmission, list of the offtake places, which will be affected	Any time, which affects the users the least
SK	42 days prior to start of operations	Letter or e-mail	[no information in the clause]	[no information in the clause]
UK (IUK)	Before September (annual) 10 days before start (short-term)	Notification	Days of maintenance, reduction of capacities	Any day (but max. 15 days per year)
UK (National Grid)	2 months notice	For individual users: written notice For public: publication/website	Period, affected points and restriction flow	April until October
UK (PTL)	December 30 th (annual)	[no information in the clause]	Period, affected points, consequences	April until September

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
AT	Yes	Pro-rata	Yes if unplanned (announced less than 42 days in advance)
BE	Yes	Fairly and if possible pro-rata	No (except if reduction exceeds 14 days per year)
BG	[no information in the clause]	[no information in the clause]	[no information in the clause]
CZ	[no information in the clause]	Full interruption – time stamp; Partial reduction – pro rata	Yes, compensations are provided if the reduction exceeds the standard for planned restraint or interruption of transport as defined in Decree n° 545/2006.
DE	Yes	Biogas: not reduced if possible (otherwise pro-rata) Firm capacity: pro-rata Interruptible capacity: time stamp	No (exception if reduction exceeds 14 days/gas year and if the announced period of maintenance exceeds 14 days per gas year fees reduced to interruptible capacity fee minus 30% in case no interruption occurs.)
DK	Yes	Nominations are reduced pro-rata, without any reference to the timestamp	No
EE	[no information in the clause]	First limitation of interruptible and then firm capacity; first limitation of short term products (start with within-day capacity and the last one is yearly capacity service;	Compensation of proved direct material damage to the Network User resulting from unreasoned limiting of firm capacity

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
		between Network Users, who have booked the same service the capacity will be limited proportionally (pro rata scheme).	
EL	Yes	Pro-rata In case of firm capacity, the nomination/re-nomination rights of the affected Network Users are reduced proportionally to their booked capacity.	No
ES	[no information in the clause]	[no information in the clause]	[no information in the clause]
FI	[no information received]		
FR (GRT)	Yes	Pro-rata of subscription	[no information in the clause]
FR (TGIF)	Yes	[no information in the clause]	No
HR	Yes	Right to restrict or terminate: capacity is reduced pro rata for all users	No (if announced timing is respected)
HU	Yes	Pro-rata (based on capacity bookings)	Yes, the TSO has to compensate the Network Users: 1. nomination deviance charge for the gas volume not transported 2. nomination deviance surcharge for the unavailability of the capacity
IE	Yes	Pro-rata	Under recent Code Modification Network Users entitled to Capacity Charge Rebate where they suffer a reduction in capacity

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
			caused by maintenance work on the system and which is in excess of the 5 allowed Maintenance Days in each Gas Year.
IT	[not applicable]	Pro-rata	Yes In some cases, capacity charge is reduced in proportion to the effective reduction of the gas quantities transported if a certain number of days of Interruption/reduction has been reached.
LT	[no information in the clause]	Following order: first, interruptible capacity of the shortest period; then interruptible capacity of a longer period; and finally, if demand still exceeds the supply, firm capacity of a shorter period, and if necessity, firm capacity of a longer period. Interruption of interruptible capacity of the same duration shall run by applying pro-rata or first-come-first-served principle	Yes If Network Users were informed about interruption, compensation fee (tariff) is equal to within-day capacity tariff (EUR/MWh). In case Network Users were not informed, compensation fee (tariff) is equal to within-day capacity tariff multiplied (EUR/MWh) by 3.
LU	[no information received]		
LV	[no information received]		
NL	Yes	Pro-rata based on the nominations	Amount payable for entry and/or exit capacity.

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
			Contracted invoice will be reduced in proportion to the restriction in as far as shipper was really impacted.
PL	Yes	Reduction starting from the shortest-term products (i.e. in the first place the reduction shall apply to within-day capacity, and then to daily, monthly, quarterly and, finally, to yearly capacity) and for Interconnection Points taking into account the time of concluding the capacity allocation for the given product (time stamp; In case of products with the same term and concluded at the same time, the reduction shall be prorated to the quantity of gaseous fuel specified in the respective nomination (pro rata)	Yes
PT	[no information received]		
RO	[no information in the clause]	Right to limit or interrupt Interruptions shall be determined based on the contractual timestamp of the respective transport contracts on an interruptible basis: Transport contract coming into force earlier	[no information in the clause]

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
		shall prevail over transport contract coming into force later (LIFO). Only if two or more transport contracts on an interruptible basis are ranked at the same position within the interruption order and the relevant Party does not interrupt all of them, a pro rata reduction of these specific nominations shall apply.	
SE	[no information received]		
SI	Yes	[no information in the clause]	[no information in the clause]
SK	[no information in the clause]	[no information in the clause]	[no information in the clause]
UK (IUK)	Yes	Pro-rata	No (except if reduction exceeds 15 days per year)
UK (National Grid)	No ⁹⁸	For 'maintenance days': remove transporter obligation to make gas available for offtake; pro-rate flow if necessary. For non-maintenance days: capacity reduction via market priced buy-backs ⁹⁹	For 'maintenance days': No (noting that a limited number of maintenance days are allowed each year. For non-maintenance days: market priced buyback of firm capacity, else NG may be liable to pay compensation for failure to accept gas (entry) and/or failure to make gas available for offtake (exit).

⁹⁸ Although no explicit obligation in our contract/code we have instead, under our wider commercial framework, incentives in place to minimise the impact upon Users.

⁹⁹ Alternative commercial tools are available

Consequences of maintenance			
	Obligation to limit impact	Capacity reduction	Reduction of fee or compensation
UK (PTL)	Yes	Relieved from transportation obligations	[no information in the clause]
Specific reference to national legislation (indicative list)		AT, HU	

10. **SUSPENSION, INTERRUPTION AND EMERGENCY**

1.1. OBJECT

This clause specifies in which cases (delay of payment, maintenance, emergency situations, etc.) the TSO is entitled to suspend or interrupt the services or take any other measures, and in addition deals in a more specific manner with the situations of emergency. For the purposes of this provision and for the avoidance of any doubt, we define as emergency any emergency or security incident that does not fall under the scope of incidents and cases dealt with under Force Majeure provision. In addition, suspension has the meaning of permanent or temporary suspension of rights and obligations of the contract whereas interruptions or reductions refer to the firm capacity products (interruptions shall mean temporary unavailability of capacities and reductions shall mean reduction of capacities but not total unavailability).

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The aim of the table of section 1.3 is to compare if there are specific provisions on the subject, if there is a detailed list of reasons for interruptions, suspension or reductions, which are the most common reasons for such actions. Emergency situations, being one of the most common reasons for such actions is treated separately because of the high level of detail provided for in such provisions, especially if in some countries/contracts interruption/suspension/reduction are not the only measures taken by the TSOs.

In all contracts made available, the TSOs are allowed to suspend/interrupt/reduce the services in certain situations, including some emergency situations (AT, BE, IT, LT etc.). Relevant provisions in this respect can be found throughout the contracts: this analysis only focuses on the main ones, which provide for more information. Only a minority of contracts (6 out of 23 made available) deal with all those elements in one and the same provision (e.g.: BE, BG, CZ, DE, DK).

Less than half of the contracts (e.g. BE, NL) contain detailed lists of situations where the services can be suspended/interrupted, whereas in the other contracts such situations are spread over several clauses (e.g. AT, IE, IT).

In only two cases, TSOs are obliged to suspend their services only partially and never totally (DK and RO).

The causes for suspension/interruption/reduction vary from one contract to another, but regarding the most common grounds, we notice that:

- in about half (13 countries, e.g. BE, DK, EL, FR) of the contracts payment delays by the Network User allow the TSO to suspend (or in some cases interrupt) the services: the fact that one party fails to comply with its contractual obligations however in most legal systems anyway allows the other party to suspend its correlated obligations, even if the contract does not contain a specific clause in this respect;
- in all contracts (e.g. AT, BE, BG, PL, SI, SK) the TSO is explicitly authorized to suspend/reduce or interrupt the services in case of emergency;
- several contracts contain other situations where the TSO is entitled to suspension/interruption/reduction, such as: quality or pressure requirements are not met, creditworthiness conditions are no longer met, incorrect nominations, illegal gas take off, Network User has lost its license, etc.(e.g. AT, BG, FR, NL, SK, UK);
- maintenance operations can also cause interruptions/reductions: please refer to the analysis of the provision "Operation and Maintenance".

Only very few contracts (BE, DK, PL, UK) give precisions on the limits in time and scope of the suspension/interruption/reduction and mainly oblige the TSO to resume the services as soon as the cause for suspension has ceased. One can however consider that even if the contract is silent on this matter, national laws will require that the suspension/interruption/reduction ceases as soon as its cause has disappeared.

For some TSOs (e.g. CZ), this right (interruption/reductions/suspensions) is set forth by national law. However, the means, the duration, and the consequences of such actions differ substantially from country to country. This provision is affected by fundamental differences in principles of national law or jurisprudence.

When it comes to emergency situations that do not fall under the scope of FM events, almost all contracts provide for actions to be taken by TSOs with the aim to mitigate the emergency incidents. Such measures are to a great extent provided for by national regulations or legislation adopted according to Regulation (EU) 994/2010 (Emergency Plans¹⁰⁰), which provide for a certain harmonisation in terms of level of crisis and in terms of market and non-market based measures to be adopted. However, Member States maintained significant discretionary powers in choosing the

¹⁰⁰ Regulation (EU) 994/2010 has been amended by Regulation (EU) 1238/2017

appropriate measures for their internal markets taking into account national specificities of the market and the network. Thus, practices differ from country to country in terms of measures put in place (flow reductions messages and operational instructions to Network Users, administrative acts setting conditions for use of strategic reserves, etc.), duration or consequences to Network Users. In many cases, those measures are not listed or precised leaving the possibility for TSOs to take a range of measures ("TSO to take any action, any steps" etc.) with the aim to tackle the emergency situation. This provision is affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
AT	GCA and TAG No, spread over the contract and GT&Cs ¹⁰¹	GCA and TAG Yes	GCA and TAG No	GCA and TAG : [not mentioned in the clause] ¹⁰²	GCA and TAG Yes (suspension)	GCA and TAG : [not mentioned in the clause]	GCA and TAG: [not mentioned in the clause]	[not applicable]
BE	Yes	Yes	Yes	Yes (suspension)	Yes (interruption)	[not mentioned in the clause]	2 business days as from the payment	The ACCESS CODE FOR

¹⁰¹ See mainly: (i) regarding emergency/maintenance Article V pars. 8 and 9 of the GCA GT&C and (ii) regarding termination due to default of payment Article XII par. 6 of the GCA GT&C.

¹⁰² Please see the provision on « Termination » since the contract specifies that as a consequence of payment delays, the TSO may terminate the contract after a certain period.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
							of all of the amounts due to the TSO	TRANSMISSION provides many details in its Attachment F: Plan for Incident Management. e.g. : to apply non-market based measures as a last resort to safeguard the System Integrity or to safeguard the security

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								of supply of natural gas as specified in the Federal Emergency Plan for Security of Supply of Natural Gas.
BG	Yes ¹⁰³	Yes	Yes	No ¹⁰⁴	Yes (limitation and suspension)	Yes (suspension or limitation): a) In case of immediate threat to life, health or property of people and in order to avoid	[not mentioned in the clause]	[not mentioned in the clause]

¹⁰³ Article 13 of the Transport contract, but many other provisions give further details, incl. Energy Act, Article 72a.

¹⁰⁴ However, when the conditions or creditworthiness are no longer met, the TSO may interrupt the services.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						such circumstances; b) During scheduled reconstructions and repair works on the gas transmission system facilities. c) In case of emergency repair on the gas transmission system facilities; d) In case of introduced limitation regime; e) In cases threatening the gas		

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						<p>transmission system integrity;</p> <p>f) In case the Network User does not meet the natural gas quality and/or pressure requirements at the acceptance points</p> <p>Yes (interruption when the conditions or creditworthiness are no longer met, the</p>		

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						TSO may interrupt the services)		
CZ	Yes ¹⁰⁵	Yes ¹⁰⁶	Yes ¹⁰⁷	No ¹⁰⁸	Yes (reduction)	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause] ¹⁰⁹
DE	Yes	Yes	No	No	Yes ¹¹⁰	Examples are given for interruption: Ensuring the safety and reliability of the TSO's network.	[not mentioned in the clause]	[not mentioned in the clause but regulated by national law]

¹⁰⁵ Article 6. of the Network Code, but many references to the Energy Act.

¹⁰⁶ but regulated by the Energy Act and not by the contract.

¹⁰⁷ in the Energy Act.

¹⁰⁸ Please refer to the Termination clause. Article 12.16. Network Code: "Should the Network User be in delay with payment of its financial debts for more than 14 calendar days, the Transporter will be authorized to terminate the Gas Transmission Contract".

¹⁰⁹ Articles 82 and 83 of the 349/2015, Public Notice of 8 December 2015, on the Gas Market Rules.

¹¹⁰ By reference to national law: § 31 par. 1 of the GT&Cs refers to § 16 German Energy Act (EnWG)) where emergency cases are mentioned.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						<p>Usage of capacity differs from load flow simulation assumptions, on which offered capacity is based;</p> <p>In cases where capacity and steering instruments such as load flow commitments and balancing gas to secure the firm, freely allocable capacity required by the TSO cannot be obtained, cannot be obtained in</p>		

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						full or can only be obtained at conditions, which are economically not reasonable and other network or market measures are not possible; Assignment of entry and exit points to another market area (suspension/amendment of the capacity contract)		
DK	Yes	Yes	No	Yes [suspension]	Yes [suspension]	Yes [reduction orders to Network Users for technical	For as long as and to the ex-	[not mentioned in the clause]

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						and operational matters]	tent Emergency continues.	
EE	Yes	Yes	No	No	Yes	No	No	use the line pack managed by the system operator (including the line pack for protected consumers in case it is provided by law)
EL	Yes	Yes	No	Yes (suspension)	Yes (reduction)	Yes (suspension) – failure to comply with Guaranties provision	2 days	In case of emergency, Interruption messages (flow reduction) are

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								transmitted to Network Users ¹¹¹ .
ES	Yes (suspension) ¹¹²	Yes	No	Yes (suspension) ¹¹³	[not mentioned in the clause] ¹¹⁴	[not mentioned in the clause]	[not mentioned in the clause]	In emergency situations the Government will establish the conditions under which it will be possible to make use of the strategic reserves of natural gas by

¹¹¹ Emergency procedures are further described in Law no 4001/2011, Greek NC and RAEs decisions according to Regulation (EU) 994/2010.

¹¹² National regulation NGTS-11.

¹¹³ Article 7.1. d. of the Royal Decree 949/2001 dated August 3rd.

¹¹⁴ Reference to national legislation.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								the subjects required to maintain it.
FI	No information received							
FR	GRTgaz: several specific clauses (for ex a clause under the name "safety and operational instructions") + specific "suspension" clause TGIF: Several specific clauses	GRTgaz and TGIF Yes	GRTgaz No, TGIF Yes	GRTgaz and TGIF : [not mentioned in the clause]	GRTgaz and TGIF : Yes (suspension or interruption)	Yes (suspension in case of outrageous imbalances by a Network User for 3 consecutive days) Yes in case of: - Security and operating instructions - if the balancing liability is greater than 100% for at	GRTgaz and TGIF : [not mentioned in the clause], but it is obvious that effects last as long as the cause lasts	GRTgaz and TGIF : Yes (Any action to preserve the safety of the goods, the integrity of the network, to guarantee the execution of its legal obligations, which can entail suspen-

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
	(for ex Articles 13 and 22 of GT&Cs)					least 3 consecutive days		sion or interruption (notifications to Network Users given by Operational Instructions or Load Shedding Orders) Emergency measures are further detailed in the Gas Emergency Plan ¹¹⁵

¹¹⁵ Plan and measures developed to implement the (EU) regulation no. 994/2010 concerning measures to safeguard security of gas supply, enacted in France by the Ministerial Order of 28 November 2013.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
HR	Yes ¹¹⁶	Yes	Yes	Yes	Yes (suspension or reduction)	Yes (in case of unauthorised consumption of gas) (restriction or temporary termination)	[not mentioned in the clause]	[not mentioned in the clause]
HU	Yes	Yes	Yes	Yes (suspension)	[not mentioned in the clause]	Yes in case of: - creditworthiness conditions are not met - operating license of the Network User is suspended or withdrawn	[not mentioned in the clause]	[not mentioned in the clause]

¹¹⁶ Articles 149 – 155 of the XVII Transmission System Network Code.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
IE	Several specific clauses ¹¹⁷	Yes	Yes	Yes (suspension)	Yes (suspension in case that the Network User is not reachable in case of emergency)	- suspension in case of the Network User's contractual default	[not mentioned in the clause]	Emergency procedures are described in Article 1 Emergency Steps, Part H, Code of Operations, V5. TSO can take any action
IT	Yes ¹¹⁸	Yes	Yes	[not mentioned in the clauses]	Yes (interruption or reduction)	Yes (maintenance and other interventions; force majeure)	[not mentioned in the clauses]	In case of service emergencies Snam Rete Gas has set up emergency inter-

¹¹⁷ Part I Section 4 and Part H Section 1 of the Code of Operations.

¹¹⁸ The provision is included in the SRG Network Code.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								vention procedures to manage service emergencies in order to resolve, as quickly as possible, any cause, which may endanger the safety of people and the environment, or which may expand the incident, to limit the impact on the transportation

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								capacity and to undertake the actions required to restore the normal operation of the network ¹¹⁹ .
LT	No	Yes	No	[not mentioned in the clauses]	Yes (reduction)	[not mentioned in the clauses]	[not mentioned in the clauses]	[not mentioned in the clauses]
LU	[no information received]							
LV	[no information received]							
NL	No	Yes	Yes	Yes (suspension)	Yes (suspension)	Yes in case of: - bankruptcy - loss of licenses	[not mentioned in the clauses]	Postponement of the process initiating the WDM transaction

¹¹⁹ Chapter 21 of the Network Code.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						<ul style="list-style-type: none"> - creditworthiness conditions are not met - material breach 		<ul style="list-style-type: none"> - deployment of any contracted resources for emergency situations; - instructions regarding installations for the storage of gas or LNG and at national grid

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								entry points; - instructions at national grid exit points.
PL	No (spread over the GT&C)	Yes	Yes	Yes (suspension)	Yes (restriction)	Yes (in case of illegal off-take of gas) (suspension)	Immediately after the reasons for the suspension have ceased.	[not mentioned in the clause] ¹²⁰
PT	[no information received]							
RO	No (spread over the Framework Contract)	Yes (regulated both by national law and by the contract)	No	Yes (interruption)	[not mentioned in the clause]	[not mentioned in the clause]	For e.g. failure of compliance of NU with provision	[not mentioned in the clause]

¹²⁰ Article 21. Procedures applicable in case of Emergency situations of the Transmission Network Code.

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
							guarantees (Article 6 (d) or provisions concerning the declarations of legal representatives	
SE	[no information received]							
SI	No (spread over the RULES on T&Cs for capacity allocation mechanisms at Inter-connection Points of the transmission system through	Yes	No	Yes (interruption)	Yes (suspension, interruption)	Yes (in case the Network User fails to deliver sufficient quantities)	[not mentioned in the clause]	All feasible technical measures in accordance with the emergency plan to prevent disruptions from spreading, and to re-establish a

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
	auctions and Network Code for natural gas transmission system)							smooth transmission of natural gas.
SK	Yes	Yes	Yes	Yes (restriction or interruption)	Yes (restriction or interruption) In emergency situations and when carrying out actions aimed at preventing emergency situations in the gas industry,	The TSO shall, in the following cases, have the right to restrict or interrupt gas transmission to the extent and for the time necessary in case: a) performance of scheduled reconstructions, modernizations, repairs, maintenance	[not mentioned in the clause]	actions aimed at preventing emergency situations (without precision)

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						and inspections of gas facilities; b) immediate threat to life, health or property of persons and when eliminating such threats, c) breakdowns or failures of gas facilities and during the elimination of their consequences, d) failure to comply with contractual terms		

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						<p>of gas transmission,</p> <p>e) gas offtake by facilities, which affect the quality and reliability of supply, where a Network User failed to limit such effects by available technical means;</p> <p>f) gas deliveries from facilities, which affect the quality and reliability of delivery, where</p>		

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						the gas producer failed to limit such effects by available technical means; g) Network User prevents access to a metering device; h) in case of a gas transmission contract on an interruptible basis.		
UK (IUK)	Yes	Yes	Yes	Yes (suspension)	[not mentioned in the clause]	Yes in case of: - material breach - failure to comply with any	When circumstances leading to suspension cease to exist	[not mentioned in the clause]

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
						warranty or representation - failure to satisfy the credit criteria)		
UK (NG)	No	Yes	No	[not mentioned in the clause]	Yes (suspension)	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
UK (PTL)	No	Yes	No	[not mentioned in the clause]	Yes (reduction)	Yes (in case the Network User defaults in complying with any provision of section 8.5)	[not mentioned in the clause]	Article 6.11. of the Transportation Code : TSO shall take steps to restore gas transportation and normal operation of

	Specific clause to the contract?	The TSO may/shall - suspend - interrupt - reduce the services in certain situations [yes/no]	Detailed list of situations [yes/no]	Causes of -suspension -interruption -reduction:			Limit in time of the suspension	Other measures in case of emergency?
				payment delays [yes/no]	emergency [yes/no]	other situations [yes/no]		
								the PTL Transportation System as soon as reasonably practicable after an Emergency.

11. PRICES AND TARIFFS

1.1. OBJECT

This provision provides information on the payable price for booked bundled capacity and potential additional fees and adjustments.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

Short-term (non-yearly) capacity pricing

In most of the contracts the level of multipliers differs per standard capacity product (quarterly, monthly, daily and within-day). The multiplier for the same standard capacity contract varies significantly from one case to another.

In most of the cases indicated in the table below the seasonal factors are not applicable. The split between the cases of application and non-application is roughly 50/50.

Payable price for capacity

In the majority of the cases only the floating payable price approach is offered. The fixed payable price approach is offered in one case, whereas the combination of both regimes is offered in two cases.

Other tariffs (commodity tariffs and capacity tariffs for conditional products)

In the majority of the cases the commodity-based tariffs do apply. Where commodity-based tariffs apply, they apply either at all exit points or only at some types of exit points. Only in one case the commodity-based tariffs also apply at all entry points.

The pricing provision for conditional capacity products is foreseen only in two instances.

Overview

Information in the table below demonstrates the great variety of pricing provisions throughout the EU. The content differs substantially from one Member State to another. Moreover, there is no connection between the pricing provisions regarding one parameter and another parameter. For example, there is no connection between the (non-)application of seasonal factors and the (non-)application of the commodity-based tariffs.

The reason for such difference is the possibility to apply different pricing of a given capacity product per national discretion. At the national level, a given regulatory regime is set up as well as the start/end dates and duration of the tariff and regulatory period.

The non-yearly pricing versus the yearly pricing depends on the national discretion regarding the balance of short-term versus long-term bookings. A given payable price approach can be chosen in combination with a given revenue reconciliation approach. Commodity tariffs may be applied depending on the national discretion regarding the capacity-commodity split of a TSO's revenue. Conditional capacity products may be offered depending on the national discretion to maximise the use of capacity.

There is limited convergence regarding the clause of prices and tariffs in the contracts. It may well be the case that the pricing provisions are stipulated not in the contract but in the NRA's given decision.

The Gas Directive foresees that a given NRA must fix/approve 'at least the methodologies used to calculate or establish the terms and conditions for... transmission tariffs'. The Gas Regulation provides the principles guiding the TSO's pricing provisions, such as that the transmission tariffs must be non-discriminatory, transparent, reflect the actual costs incurred, provide incentives for investment. The Tariff Network Code is partially applicable as of April 2017 (and to be fully applicable as of May 2019) further harmonises the rules envisaged by the Gas Regulation and outlines further details on pricing. Therefore, the EU-level harmonisation of tariffs is already achieved by the transposition of the Gas Directive and implementation of the Gas Regulation and the TAR NC at the national level. This provision is affected by fundamental differences in principles of national law or jurisprudence for those elements not already aligned by TAR NC.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
AT	Multipliers entry: Quarterly: 1.025 Monthly: 1.05 Day Ahead: 1.2 (starting from October	No	No	Floating	[not applicable]	Priced by applying a discount to tariffs of freely allocable firm capacity.

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	2017) Within-Day: 1.2 (starting from October 2017) Multipliers exit: Quarterly: 1.05 Monthly: 1.15 Day Ahead: 1.3 Within-Day: 1.3					
BE	only for Within-Day, which is priced as Day Ahead for domestic exits: idem but multipliers for product shorter than 1 month, but multiplier through the seasonal factors as they come to 1.6 in average	Yes, monthly seasonal factors for entries and domestic exits	Yes, commodity fee at all entries and exits except specific installations/points	floating prices	[not applicable]	[not applicable]*
BG	No	No	Yes	Fixed	[not applicable]	[not applicable]*
CZ	Multipliers: Quarterly: 1.1 Monthly: 1.25 Day Ahead: 1.7 Within-Day: 1.7	No	Yes, currently the commodity-based transmission	Both	The fixed price approach is allowed by NRA	[not applicable]*

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	The multipliers are also applied on entry and exit points from/to storage facilities, but their levels are different		tariffs are applied at all exit cross borders points, at exit points to storage facilities and at exit points to DSOs		(Price Decision) under the condition that the capacity is booked for more than 10 subsequent years.	
DE	Multipliers are set by NRA to: Quarterly: 1.1 Monthly: 1.25 Day Ahead/Within-Day: 1.4 ¹²¹	Differs	No	Floating prices	[not applicable]	Priced by applying a discount to tariffs of non-conditional firm capacity. However, discount for conditional capacity must not exceed the discount granted for interruptible capacity, which is calculated

¹²¹ Not set out in GT&Cs, but in German Law and NRA decisions.

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
						based on historical interruptions plus 10 %. ¹²²
DK	Multipliers: Quarterly: 27.5% Monthly: 10.4% Day Ahead: 0.38% Within-Day: ¹²³	No	Yes	[not applicable]	[not applicable]	[not applicable]*
EE	As set in tariffs approved by NRA					
EL	DESFA applies different short term multipliers at each IP and at each non-IP. For the level of multipliers refer to DESFA's webpage ¹²⁴ .	No	Yes	Floating	[not applicable]	[not applicable]*
ES	Multipliers: Quarterly: <ul style="list-style-type: none"> January-March: 1.91 April-June: 1.21 July-September: 1.08 October-December: 1.36 Monthly: <ul style="list-style-type: none"> January: 2.30 	No	Yes, at non-IPs exit points	floating	[No applicable]	[No applicable]*

¹²² Not set out in GT&Cs, but in German Law and NRA decisions.

¹²³ <http://energinet.dk/SiteCollectionDocuments/Engelske%20dokumenter/Gas/Prisblad%20pr.%201.%20oktober%202017%20UK.pdf>

¹²⁴ http://www.desfa.gr/?page_id=12441&lang=en

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	<ul style="list-style-type: none"> February: 2.00 March: 1.90 April: 1.40 May: 1.20 June: 1.00 July: 1.20 August: 1.00 September: 1.20 October: 1.30 November: 1.40 December: 1.60 <p>Day Ahead:</p> <ul style="list-style-type: none"> January: 0.15 February: 0.13 March: 0.13 April: 0.09 May: 0.09 June: 0.08 July: 0.08 August: 0.07 September: 0.08 October: 0.09 November: 0.09 December: 0.11 					

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	Within-Day: <ul style="list-style-type: none"> January: 0.25 February: 0.22 March: 0.21 April: 0.16 May: 0.16 June: 0.13 July: 0.14 August: 0.11 September: 0.13 October: 0.15 November: 0.16 December: 0.18 					
FI	Finland has derogated the gas market directive until the beginning of 2020, and the questions are not applicable to our current tariff system.	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]*
FR	Multipliers: Quarterly : 1/3 of annual price (=1.33) Monthly: 1/8 of annual price (=1.5) Day Ahead/Within-Day: 1/30 of monthly price (~ 1.5)	No	No (limited discount offered at some points for a short-	Floating	[not applicable]	[not applicable]*

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
			haul service)			
HR	[no information provided]	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]*
HU	<p>From 1 October 2017:</p> <p>Quarterly:</p> <ul style="list-style-type: none"> January-March: 49%/25% April-June: 8%/25% July-September: 8%/25% October-December: 42%/25% <p>Monthly:</p> <ul style="list-style-type: none"> January: 23%/8.34% February: 17%/8.34% March: 13%/8.34% April: 3%/8.34% May: 3%/8.34% June: 3%/8.34% July: 3%/8.34% August: 3%/8.34% September: 3%/8.34% October: 9%/8.34% November: 15%/8.34% December: 22%/8.34% 	[not applicable]	Yes, at all exit points (it could be IPs or non-IPs).	Float-ing/fixed	DCF model. Based on OS. Fix initial tariff with yearly indexation. Long-term contracts (15-20 years)	[not applicable]*

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	<p>Day Ahead/Within-Day:</p> <ul style="list-style-type: none"> January: 1.23%/0.28% February: 0.91%/0.28% March: 0.69%/0.28% April: 0.16%/0.28% May: 0.16%/0.28% June: 0.16%/0.28% July: 0.16%/0.28% August: 0.16%/0.28% September: 0.16%/0.28% October: 0.48%/0.28% November: 0.8%/0.28% December: 1.17%/0.28% <p>The second value (25, 8.34 and 0.28%) is applicable for the production the storage entry and the blending¹²⁵ points.</p>					
IE	The Tariff Charges regime of the TSO aligns with its revenue neutral business model.	Seasonal Factors are built in to the current multipliers,	No seasonal factors incorporated commodity	Fixed Price	Fixed Annual Tariffs are agreed each year through	VRF is the only conditional product and the current charge is by

¹²⁵ A specific type of exit network points of the Hungarian transmission grid.

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
		which are used for short term capacity based products	based products		the Revenue Control process with the NRA	way of a registration fee.
IT	Multipliers: Quarterly: 1.2 Monthly: 1.3 Day Ahead: 1.5	Seasonal factors are not currently applied.	Commodity charges are generally applied to the quantities entering in the network.	The commodity charge is subject to an annual update through the price cap	[not applicable]	[not applicable]*
LT	Multipliers are offered on the full range of products at all points: Quarterly: 1.25 (from 1/4 of annual) Monthly: 1.5 (from 1/12 of annual) Day Ahead/Within-Day: 1.5 (from 1/30 of monthly)	Yes	Yes, at Exit IPs and Exit non-IPs (currently =0 at Kieménai IP)	Floating	[not applicable]	[not applicable]*
LU	[no information received]					
LV	[no information received]					

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
NL	Yes ¹²⁶	Yes ¹²⁷	[not applicable]	Floating	[not applicable]	Yes
PL	Multipliers for short-term contracts: Quarterly: 1.1 – 1.6 Monthly: 1.3 – 1.7 Day Ahead: 1/20 of a monthly fee Within-Day: 1/24 of a daily fee in a corresponding month	[not applicable]	The commodity tariffs are applied at all exits point excluding exit points from our system to storage facilities.	Floating payable price approach is being offered.	[not applicable]	[not applicable]*
PT	The multipliers applied at the IPs are the following: Quarterly: 1.3 Monthly: 1.5 Day Ahead: 2 Within-Day: 2.2	There are no seasonal factors concerning IPs	There are no commodity tariffs at IPs	Floating payable price approach is applied	[not applicable]	[not applicable]*

¹²⁶ <https://www.gasunie.nl/en/shippers/terms-and-conditions/tariff-information>

¹²⁷ <https://www.gasunie.nl/en/shippers/terms-and-conditions/tariff-information>

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	These multipliers are applied at entry tariffs. There are no multipliers applied at exit tariffs.					
RO	<p>Application of multipliers for short-term products (firm and interruptible). The level of multipliers approved by NRA for gas year 01 October 2017 – 30 September 2018:</p> <p>Quarterly:</p> <ul style="list-style-type: none"> Summer: 0.78 Winter: 1.83 <p>Monthly:</p> <ul style="list-style-type: none"> Summer: 0.90 Winter: 2.10 <p>Day Ahead:</p> <ul style="list-style-type: none"> Summer: 1.79 Winter: 4.20 	The multipliers for short term products are determined based on seasonal factors	The commodity tariffs are applied at all exits point	Floating payable price approach is being offered.	[not applicable]	[not applicable]*
SE	[no information received]					
SI	For calculating cost factors are applied not multipliers. Factors are set by NRA	included in the Factor	The commodity tar-	floating ¹²⁹	[not applicable]	[not applicable]*

¹²⁹ in accordance with Act on the methodology for setting regulatory framework for natural gas transmission system operator

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	<p>with Act on the methodology for determining network fees for the natural gas transmission system:</p> <p>Quarterly:</p> <p>January-March: 0,181</p> <p>April-June: 0,103</p> <p>July-September: 0,092</p> <p>October-December: 0,156</p> <p>Monthly:</p> <p>January: 0,21</p> <p>February: 0,21</p> <p>March: 0,184</p> <p>April: 0,125</p> <p>May: 0,092</p> <p>June: 0,092</p> <p>July: 0,092</p> <p>August: 0,092</p> <p>September: 0,092</p> <p>October: 0,125</p> <p>November: 0,184</p> <p>December: 0,210</p> <p>Daily:</p>		<p>iffs are applied at all exits point excluding exit points from our system to storage facilities.¹²⁸</p>			

¹²⁸ set by NRA with Act on the methodology for determining network fees for the natural gas transmission system

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	January: 0,014 February: 0,014 March: 0,012 April: 0,0083 May: 0,0048 June: 0,0048 July: 0,0048 August: 0,0048 September: 0,0048 October: 0,0083 November: 0,0120 December: 0,0,0140					
SK	Common template for harmonisation of payable price for booked bundled capacity is very limited what is caused by many parameters and kinds of tariffs on national level: - Ex-ante/ex-post pricing (interruptible)	- Fixed/float-ing/reference price - Different variable charges	- Different indexation	- Different currency and units invoiced	[not applicable]	[not applicable]*
UK	TSOs may have other NRA approved means of tariff setting in their access terms they wish to preserve. For Entry IP: Day Ahead: 33.3% discount	[not applicable]	Applied at Entry and Exit Points	Both	[not applicable]	[not applicable]*

	Applied multipliers and their level per product (Q/M/D/WD)	Applied seasonal factors and their level per product	Applied commodity-based transmission tariffs	Fixed or floating payable price offered.	Fixed payable price approach applied as follows	Pricing of conditional capacity products
	Within-Day: 100% discount					

* No conditional products are offered by the TSO(s) in this country.

12. CREDITWORTHINESS

1.1. OBJECT

Clauses, which stipulate the creditworthiness requirements for the Network User.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The creditworthiness of a Network User is assessed by the different TSOs on the basis of the Network User's credit rating or upon the provision of guarantees, and often a combination of both.

- Regarding the credit rating,
 - o either TSOs require (in 9 cases) a certain minimum level (mostly BBB -S&P, or equivalent with other rating agencies) and if such level is met, no further obligations rest on the Network User;
 - o or the TSOs (in 4 cases) define a credit limit based on the rating (or based on a financial analysis of the Network User): as long as the exposure of the Network User is below the credit limit, there are no further obligations, whereas in the other situations the Network User will have to provide a guarantee.

In the contracts of 10 TSOs (AT (1 TSO), BG, EL, ES, FR (1 TSO), HR, HU, SI and SK), nothing is mentioned regarding credit ratings of the Network User and it can therefore be assumed that those TSOs do not evaluate the creditworthiness based on such credit ratings (and only use financial guarantee mechanisms). Nevertheless, 1 FR TSO accepts up to 80% of the financial guarantee from parent company but only if the parent company has a rating equivalent or higher than A+ or A1.

- Regarding the financial guarantees, TSOs generally admit a bank guarantee (in 23 of the analysed contracts) or at the option of the Network User also a cash deposit (in 19 cases). In some cases TSOs will organize a pre-payment mechanism or accept other forms of guarantees (parent company, insurance guarantees...). In some cases it is required that the guarantee be issued by a local bank or a local branch of a foreign bank.

The amount of the guarantee is variable and calculated based on TSO specific formulas in order to cover the credit risk in a manner/proportion that is acceptable to the TSO.

The duration of the guarantee is mainly either (i) a certain period of time (in 11 of the analysed contracts) (90 days in 1 case, 2 months in 7 cases, 6 months in 1 case, and other rules in 2 contracts) after the duration of the contract/capacity allocations, or (ii) at full completion of the Network User's obligations (in 7 cases).

The creditworthiness conditions are usually determined by the TSO themselves, as the case may be after (i) consultation of the Network User and (ii) approval of the NRA, and sometimes determined by national law. The creditworthiness is in any case the result of the credit risk assessment done by the TSO. As the case may be, this provision can be affected by fundamental differences in principles of national law.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&CS, ETC.)

Credit rating of Network User		
	Rating	Network User or other entity?
AT (TAG)	A3 Moody's or equivalent Standard & Poor's or Fitch	Network User
AT (GCA)	No credit rating foreseen	[not applicable]
BE	BBB+ (S&P)	Network User (or parent company in case of parent company guarantee)
BG	[no credit rating foreseen]	[not applicable]
CZ	Credit limit depends on rating	[no information in the clause]
DE	BBB- (S&P) or equivalent and/or credit limit based on financial statements	Network User (or parent company in case of parent company guarantee)
DK	Credit limit based on financial statements (covered by credit insurance)	[no information in the clause]
EE	[No credit rating foreseen]	[not applicable]
EL	[No credit rating foreseen]	[not applicable]
ES	[No credit rating foreseen]	[not applicable]

Credit rating of Network User		
	Rating	Network User or other entity?
FR	Credit rating not requested but a Network User with a credit rating of at least A- (S&P, Fitch), or A3 (Moody's) does not need to provide a guarantee	Network User
HR	[No credit rating foreseen]	[not applicable]
HU	[No credit rating foreseen]	[not applicable]
IE	BBB (S&P)	[no information in the clause]
IT	BBB- (S&P) Baa3 Moody's BBB Fitch	Network User (or parent company in case of parent company guarantee)
LT	BBB+ (S&P)	[no information in the clause]
NL	[no information in the clause] ¹³⁰	[no information in the clause] ¹³¹
PL	BBB (S&P) or BBB (Fitch) or Baa2 (Mood's)	Network User (or parent company in case of parent company guarantee)
RO	Rating at least equal to the one of the TSO, issued by S&P, Fitch or Moody's ¹³²	Network User
SI	[No credit rating foreseen]	[not applicable]
SK	[No credit rating foreseen]	[not applicable]
UK (National Grid, PTL)	Credit limit depends on rating	Network User (or parent company in case of parent company guarantee)
UK (IUK)	BBB (S&P)	[no information in the clause]

¹³⁰ Not part of the GT&C, part of the Dutch Network Code: Credit limit defined based on financial analysis.

¹³¹ Not part of the GT&C, part of the Dutch Network Code: Network User (but considering also parent company)

¹³² Article 10.

Bank guarantee			
	Amount	Rating of the bank	Period
AT	1 to 3 months of fees	BBB- (S&P)	Returned at full completion of obligations
BE	Variable (depending on services)	BBB+ (S&P)	[no information in the clause]
BG	Variable (depending on the reserved capacities)	B (S&P)	At least 12 months (obligation to renew at the latest 45 days prior to expiry)
CZ (If credit limit insufficient)	Compensate lacking credit limit	BBB- (S&P)	Returned at full completion of obligations
DE	Variable (depending on amounts due)	A- (S&P)	Returned if no longer needed
DK (If credit limit insufficient)	Compensate lacking credit limit	[no information in the clause]	Returned at full completion of obligations
EE	Variable, min 30,000 EUR	[No information in the clause]	Guarantee must remain valid for as long as the contract is in force and for at least four months after its expiry.
EL	Variable (depending on amounts due)	[no information in the clause]	Indefinite period and/or fixed period (defined by the Network User) until full payment of the respective outstanding claims
ES	Variable (depending on amounts due)	[no information in the clause]	[no information in the clause]
FR (GRT-gaz)	Variable (depending on duration, amounts due, ...) – Min: 100,000 EUR	A- (S&P)	Returned at full completion of obligations
FR (TIGF)	Variable (depending on amounts due) – Min: 100,000 EUR	A (S&P or Fitch) A2 (Moody's))	Returned at full completion of obligations
HR	Variable (% of the expected fees due)	[no information in the clause]	60 days following the end of the contract period

Bank guarantee			
	Amount	Rating of the bank	Period
HU	Variable (depending on amounts due)	BB (S&P) or equivalent Moody's, Fitch credit rating	60 days following end of services
IE (If credit rating is insufficient)	Variable (depending on amounts due)	AA (S&P)	Returned at full completion of obligations
IT (If credit rating is insufficient)	Variable (depending on duration, amounts due)	[no information in the clause]	6 months after end of the last "Thermal year" covered by the contract
LT (If credit rating is insufficient)	Variable (depending on amounts due)	BBB+ (S&P)	2 months after booked capacities
NL (mandatory in case of high credit risk, optional for others)	[no information in the clause] ¹³³	[no information in the clause]	[no information in the clause] ¹³⁴
PL	Variable (depending on amounts due)	BBB (S&P) or BBB (Fitch) or Baa2 (Mood's)	2 months after period of capacity allocation

¹³³ Not part of the GT&C, part of the Dutch Network Code: Variable (depending on amounts due)

¹³⁴ Not part of the GT&C, part of the Dutch Network Code: 2 months after withdrawal of the licence

Bank guarantee			
	Amount	Rating of the bank	Period
RO (If credit rating is insufficient)	Variable (depending on capacities)	BBB- (S&P) or equivalent Moody's, Fitch credit rating ¹³⁵	60 days following end of services
SI	Variable (depending on amounts due)	"first class"	90 following the end of the contract period
SK	Variable (depending on amounts due)	BBB (S&P)	2 months after period where capacity allocation
UK (National Grid)	Depending on credit limit	A(S&P, Fitch) A2 (Moody's)	[no information in the clause]
UK (PTL)	Depending on credit limit	Baa (Moody's)	[no information in the clause]
UK (IUK)	Variable (depending on amounts due)	Subject to IUK's rating test	[no information in the clause]

Cash deposit			
	Amount	Bearing interest	Period
AT	1 to 3 months of fees	No	Reimbursed at full completion of obligations
BE	Variable (depending on services)	Yes	[no information in the clause]
BG	Variable (depending on the reserved capacities)	No	Reimbursed at full completion of obligations
CZ (If credit limit insufficient)	Compensate lacking credit limit	Yes	Reimbursed at full completion of obligations
DE	Variable (depending on amounts due)	Yes	Returned if no longer needed

¹³⁵ Article 11 par. (2).

Cash deposit			
	Amount	Bearing interest	Period
DK (If credit limit insufficient)	Compensate lacking credit limit	No	Reimbursed at full completion of obligations
FR (GRT-gaz)	Variable (depending on duration, amounts due, ...) – Min: 100,000 EUR	Yes	Reimbursed at full completion of obligations
FR (TIGF)	Variable (depending on amounts due) – Min: 100,000 EUR	No	Reimbursed at full completion of obligations
EL	Variable (depending on amounts due)	[no information in the clause]	Guarantees freed after full payment of the respective outstanding claims
ES	Variable (depending on amounts due)	[no information in the clause]	[no information in the clause]
HR	Variable (% of the expected fees due)	Yes	Reimbursed at full completion of obligations
HU	Variable (depending on amounts due)	No	60 days following end of service ¹³⁶
IE (If credit rating is insufficient)	Variable (depending on amounts due)	Yes	Reimbursed at full completion of obligations
IT	No cash deposit foreseen	[not applicable]	[not applicable]
LT	No cash deposit foreseen	[not applicable]	[not applicable]
NL	[no information in the clause] ¹³⁷	[no information in the clause] ¹³⁸	[no information in the clause] ¹³⁹
PL	Variable (depending on amounts due)	Yes	2 months after period of capacity allocation
RO	Variable (depending on capacities)	[no information in the clause]	[no information in the clause]
SI	Variable (depending on amounts due)	Yes	[no information in the clause]

¹³⁶ According to the General Terms and Conditions

¹³⁷ Not part of the GT&C, part of the Dutch Network Code: Variable (depending on amounts due)

¹³⁸ Not part of the GT&C, part of the Dutch Network Code: Yes

¹³⁹ Not part of the GT&C, part of the Dutch Network Code: 2 months after withdrawal of the licence

Cash deposit			
	Amount	Bearing interest	Period
SK	Variable (depending on amounts due) ¹⁴⁰	No	[no information in the clause]
UK (National Grid, PTL)	Depending on credit limit	[no information in the clause] ¹⁴¹	[no information in the clause]
UK (IUK)	Variable (depending on amounts due)	[no information in the clause]	[no information in the clause]

Additional information	
Choice (bank guarantee or cash deposit) of the Network User	AT, BE, BG, ES, FR, DE ¹⁴² , EE, EL, HU, HR, NL, PL, RO, SK, SI, UK ¹⁴³
No provision in the contract - regulated by national law	ES
No information provided	FI, LU, LV, PT, SE

¹⁴⁰ at least equal to two forecasted average monthly payments of the Transmission fee (for less than 2 months, the amount of financial guarantee shall represent the total payment for Transmission fee).

¹⁴¹ NG pay interest to Network Users, this is stated in the deposit deed but not the UNC.

¹⁴² TSO is allowed to request prepayment in case of not sufficient creditworthiness.

¹⁴³ NG: Prepayment Agreement and parent company guarantee are also options for providing security.

13. LIABILITY

1.1. OBJECT

This clause has as object to define the principles of the liabilities of the parties (between them and as the case may be towards third parties) for damages or personal injuries, possible limits of such liabilities in terms of fault degree, type of damages or financial compensations.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR DIFFERENCES

The comparison revealed a great variety of clauses and regimes.

A.) Indeed, liability is governed by national civil law principles that differ substantially from one Member State to another.

For example, conditions for liability limitations vary from one country to the other. In most of the countries, such limitation/exoneration clauses are not allowed when they exempt one of the parties of a fundamental obligation under the contract or in case of complete non-performance of the contract.

Exemption clauses are mostly subject to a restrictive interpretation ("*contra proferentem*" rule).

In France, and Italy for instance, liability exemptions by way of agreement are valid provided there is no exoneration for gross negligence or wilful misconduct. By contrast, in Belgium, it is perfectly valid to exonerate for gross negligence (but not for wilful misconduct).

In Germany civil law liability exemptions by way of agreement are valid provided there is no exoneration for wilful misconduct. Under TSOs GT&Cs no exoneration is allowed for gross negligence as well. Liability limitations by energy law apply, but for specific contractual liability cases there is a distinction between essential and non-essential contractual obligations.

In other Member States, liability exemptions are valid provided they are not "unreasonable" (Denmark, Unfair Contract terms in the UK) or unacceptable with regard to reasonableness and fairness ("*naar de maatstaven van van redelijkheid en billijkheid*" – the Netherlands).

Some countries prohibit contractual amendments of the extra-contractual liability regime (e.g. France) whereas other countries allow them (e.g. Belgium, also in the UK but must be interpreted strictly).

B.) Differences are also due to the contractual freedom of the parties, who can amend to some extent the legal provisions and even adopt terms and definitions at their own discretion.

Whereas for example provisions reducing the indemnification obligation pertaining to a damage caused by the fault of a given party (for instance by excluding from the indemnification certain types of damages, such as e.g. indirect damages) are common practice, the definition of indirect damages may vary from country/contract to country/contract.

C.) Most of the contracts contain detailed liability clauses governing both contractual and extra-contractual liabilities. Some however contain no specific liability clauses (national civil laws are thus applicable like in Czech Republic and Slovakia) and some explicitly refer to national legal regimes (such as Austria, Germany, Hungary, Lithuania, Poland, Romania, Slovenia) with or without amendments to this regime.

D.) Although the general principle would be that parties are liable by civil law towards each other for damages resulting out of a fault, the detailed liability regimes vary on many different topics such as but not limited to:

- different consequences depending on the degree/type of fault (mere negligence, gross negligence and wilful misconduct);
- with or without liability caps (and in case of liability caps: huge differences in amounts, sub-caps, ways of calculating the caps, etc.);
- sometimes special regimes for personal injury (from full liability with no limitation possible to mutual waivers);
- with or without special regimes for liability related to third parties and hold harmless clauses in this respect;
- type of damages: if the contracts contain clauses in this respect (which is the case for less than half), most (but not all) of them exclude indemnification for immaterial damages and all exclude indemnification of indirect damages;
- the access to online platform is in most cases subject to different autonomous liability rules;
- in several contracts an obligation to mitigate losses is explicitly mentioned;
- various liability regimes for specific breaches or specific acts (for example in France there is a specific mention concerning tort liability in case of breaches of the contractual stipulations related to characteristics of gas provoking damages to third parties);
- differences in the liability regimes between essential/non-essential obligations (Germany and Hungary).

E.) Generally speaking, the fact that a contract does not explicitly govern some of the above mentioned topics, does not mean that they are not regulated in the relevant jurisdiction: the silence of the contract is an invitation to apply national law.

Indeed, liability regimes are very closely linked to national law and resolutions of NRAs: either general liability principles of civil law (as defined by law and interpreted by the case law), or sometimes sector specific legislations. Liability rules and especially possibilities of liability limitations vary from one country to the other. The liability regime is a country-specific topic. This provision is therefore affected by fundamental differences in principles of national law and jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
AT (GCA and TAG) ¹⁴⁴		Yes	No	Yes	Yes	Only for the TSO: In case of gross negligence: 12x monthly fee	Yes – no limitation possible (reference to national law)
BE ¹⁴⁵			Yes	Yes	Yes	Both parties: 5%/10% of 12 months fee, with min 50,000 EUR and max 1,500,000 EUR, 2,500,000 EUR or 5,000,000 EUR (depending on circumstances)	Mutual waiver = no liability

¹⁴⁴ Clause XXII of the GT&C.

¹⁴⁵ Clause 10 of the STA.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
BG ¹⁴⁶			Yes	Yes	Yes	No	[no information in the clause]
CZ	Yes	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
DE ¹⁴⁷		Yes ¹⁴⁸	Yes	Yes	Yes	Several different caps depending on inter alia cause and volume of damage. For some specific cases: Limited to the “foreseeable” damage (defined as max. 2,500,000 EUR for property and 1,000,000 EUR for financial losses for essential obligations)	Yes

¹⁴⁶ Clauses 20.5 and 20.6 of the Transport contract.

¹⁴⁷ Clause 35 of the GT&C.

¹⁴⁸ Main liability limitations are set by law as § 35 par. 1 of GT&Cs refer to § 5 GasNZV and § 18 NDAV.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
						and 1,500,000 EUR, 500,000 EUR for non-essential)	
DK ¹⁴⁹	[not applicable]	[not applicable]	Yes	Yes	Yes	No	[not applicable]
EE	Yes	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
EL ¹⁵⁰			Yes	Yes	Yes	Max 1,000,000 EUR/year, except in case of wilful misconduct or gross negligence where it is unlimited	[not applicable]
ES	[not applicable]	Yes	Yes	Yes	Yes	No	[not applicable]
FR (GRT-gaz) ¹⁵¹	[not applicable]	[not applicable]	[no information in the clause]	[no information in the clause]	[no information in the clause]	2x monthly fee with max 200,000 EUR/event,	[not applicable]

¹⁴⁹ Clause 22.2 of the RfG.

¹⁵⁰ Clauses 6 of the various contracts.

¹⁵¹ Clause 16 of the GT&C.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
						max 2x the above/year	
FR (TIGF) ¹⁵²	[not applicable]	[not applicable]	Yes	Yes	Yes	1,000,000 EUR/event and 2,000,000 EUR/year	[not applicable]
FI	[no information received]						
HR ¹⁵³	Yes	No	No	Yes	Yes	[no information in the clause]	[not applicable]
HU ¹⁵⁴	[not applicable]	Yes (for all aspects not governed by the clause)	Yes, but only for "essential" obligations	Yes	Yes	For the breach of contract the Party in breach shall pay to the Company the portion pertaining to the remaining period of the contract and yet unpaid of the annual transmission ca-	[not applicable]

¹⁵² Clause 15 of the GT&C.

¹⁵³ Clause 160 of Network Code and clause 11 General Terms of use.

¹⁵⁴ Clause 13.2. of the GT&C.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
						capacity fee, volume fee, odorization fee per gas year payable at the entry and exit points as specified under the Contract, i.e. the extent of the damage shall be limited to the value of the service.	
IE ¹⁵⁵	[not applicable]	[not applicable]	No, mutual waiver	No, mutual waiver	Yes	For the TSO: annual cap of 3,809,214 EUR with multiple sub-caps/ limitations	[not applicable]
IT	No ¹⁵⁶	[not applicable]	No	Yes	Yes	No	[not applicable]
LT ¹⁵⁷		Yes	Yes	Yes	Yes	No	

¹⁵⁵ Clause 2 in part I of the Code of Operations.

¹⁵⁶ There is no specific provision in the contract but information in the table has been filled by the Article 2 in chapter 19 of the Network Code.

¹⁵⁷ Clause 8 of the Agreement.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
LU	[no information received]						
LV	[no information received]						
NL ¹⁵⁸	[not applicable]	[not applicable]	Yes	Yes	Yes	Max the annual fee with an absolute max of 2,500,000 EUR/event	[not applicable]
PL ¹⁵⁹	[not applicable]	Yes	no information in the clause	no information in the clause	no information in the clause ¹⁶⁰	[not applicable]	[not applicable]
PT	[no information received]						
RO	[not applicable]	Yes ¹⁶¹	[no information in the clause]	[no information in the clause]	[no information in the clause]	[no information in the clause]	[not applicable]
SE	[no information received]						
SI ¹⁶²	[not applicable]	Yes	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
SK	Yes	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
UK	[not applicable]	[not applicable]	No, mutual waiver	No, mutual waiver	Yes	Max 2,000,000 GBP/year (and	[not applicable]

¹⁵⁸ Clause 7 of the GT&C.

¹⁵⁹ Clause 8 of the GT&C.

¹⁶⁰ Polish national law is applicable and provides for liability of the parties in case of damages caused by gross negligence or wilful misconduct.

¹⁶¹ The provision is quite general, providing for the right of the Parties to claim "damages" proportionally to the prejudice, in case of "culpable" breach of the contract. The provision shall be applied, completed and interpreted by national law.

¹⁶² Clause 3.17 of the GT&C.

	No liability clause in the contract	Explicit reference to national law rules	Liability of the parties towards each other				
			Mere negligence	Gross negligence	Wilful misconduct	Liability caps	Personal injury
			NG: No, to the extent permitted by law	NG: No, to the extent permitted by law		max 4,000,000 GBP for TSO if liability to multiple Network Users NG: 1,000,000 GBP/event to each User/Transporter; 20,000,000 GBP (or 10,000,000 GBP if property related damage) per event if multiple Users affected or if multiple Users affect the Transporter.	

	Liability towards third parties	Liability for immaterial damages	Liability for indirect damages	Other
AT (GCA and TAG)	[no information in the clause]	Excluded to the full extent allowed by law	Excluded to the full extent allowed by law	No liability for online platform No liability of the TSO for agreements with third parties

	Liability towards third parties	Liability for immaterial damages	Liability for indirect damages	Other
				Full liability of the Network User for non-compliant gas
BE	Parties hold each other harmless against third party claims	Excluded	Excluded	Special liability clauses for online platform
BG	[no information in the clause]	[no information in the clause]	Excluded	[not applicable]
CZ	[not applicable]	[not applicable]	[not applicable]	[not applicable]
DE	[no information in the clause]	Yes	[no information in the clause ¹⁶³]	[not applicable]
DK	Assignment of the contractual rights to the third party	Excluded (except wilful misconduct or gross negligence)	Excluded (except wilful misconduct or gross negligence)	Special clauses for Register of Players
EE	[not applicable]	[not applicable]	[not applicable]	[not applicable]
EL	[not applicable]	Excluded	Excluded	[not applicable]
ES	Liability towards third parties is only mentioned in the context of getting and maintaining the necessary permits.	[no information in the clause]	[no information in the clause]	[not applicable]
FI	[no information received]			
FR (GRT)	Full liability towards third parties – mutual hold harmless	Yes	Excluded	Special liability clauses for gas quality
FR (TIGF)	Full liability towards third parties – mutual hold harmless	Yes	Excluded	Special liability clause for online platform
HR	[no information in the clause]	Excluded	[no information in the clause]	Special liability clauses for gas quality

¹⁶³ Regulated by civil law, which provides for liability for indirect damages.

	Liability towards third parties	Liability for immaterial damages	Liability for indirect damages	Other
HU	[no information in the clause]	[no information in the clause]	Excluded	Obligation for injured party to mitigate losses Difference between “essential” obligations and “non-essential” obligations
IE	Mutual hold harmless	[no information in the clause]	Excluded	Obligation to mitigate losses
IT	No liability for the TSO in respect of the Network User and third parties with regard to the veracity, accuracy and completeness of the statements and declarations made by the Network User.	Excluded (except wilful misconduct or gross negligence)	Excluded (except wilful misconduct or gross negligence)	[not applicable]
LT	[not applicable]	[no information in the clause]	[no information in the clause]	[not applicable]
LU	[no information received]			
LV	[no information received]			
NL	Mutual hold harmless	[no information in the clause]	Excluded	[not applicable]
PL	[no information received]			
PT	[no information received]			
RO	[no information in the clause]	[no information in the clause]	[no information in the clause]	[not applicable]
SE	[no information received]			
SI	[no information received]			
SK	[not applicable]	[not applicable]	[not applicable]	Special liability clause for online platform

	Liability towards third parties	Liability for immaterial damages	Liability for indirect damages	Other
UK	[no information in the clause] NG: Yes, but indemnities are provided by the Transporter and Users in respect of limited claims by 3 rd parties.	[no information in the clause] NG: Yes	Excluded	Special liability clause for online platform

14. **FORCE MAJEURE**

1.1. OBJECT

This provision defines and explains the list of unforeseen or fortuitous events beyond the control of the parties and their consequences such as but not limited to the release of the parties from part or all of their obligations stemming from the contract.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

First of all, almost all the contracts, which were made available (except for the CZ, EE, and PL TSOs), contain a specific clause on force majeure. In Poland the situation is particular since even though the contract does not contain a “stand alone” provision on FM, FM is dealt with in the “Liability” and “Termination” clauses. It should be noted that clauses regarding Force Majeure should be analysed in combination with the clauses regarding “Suspension, Interruption and Emergency”, as they together build a set of tools that a TSO can use in order to deal with exceptional circumstances.

The basic conditions for force majeure are quite similar in the analysed contracts and all include at least the following two elements: an unforeseen event beyond the control of the parties. A majority of contracts then provide a detailed list of circumstances, which are considered as force majeure, containing mainly elements like war, riots, strikes, lock-outs, natural disasters, epidemics and fire. Differences were detected regarding the content of the more detailed lists of events considered as force majeure, contained in 6 of the contracts.

A majority (17/24) of contracts include provisions that explain the consequences of a force majeure event: in most cases either the suspension of the obligations or the relief of the affected party(ies), but in none of the contracts made available it is provided for an immediate termination of the contract (at least as long as the force majeure event does not last for a longer period of time, cf. infra). In several contracts it is specified that some obligations shall not be suspended in case of force majeure: payment, balancing or notification obligations).

About half of the contracts also impose the obligation on the party impacted by force majeure to take reasonable steps to limit the consequences.

All the contracts that contain a force majeure clause, impose on the impacted party to notify the other party. Mainly the occurrence of the force majeure event, the potential consequences and the expected duration of the perturbation are to be notified. Such notification shall occur promptly/without delay, sometimes by phone, but always with a written confirmation.

About half of the contracts provide precisions in case a force majeure event lasts over a longer period (1 or several months), but the solutions provided for in such case differ from contract to contract between termination, renegotiation/adjustment of the contract, or suspension of payment obligations of Network Users.

Although the force majeure clauses in the contracts are quite similar with regard to definition, effects and procedures of force majeure, the concept of “force majeure” remains quite closely linked to the national civil law and legal culture. If some of the contracts explicitly refer to national law on this topic (e.g. CZ, ES, HR, RO and SI), the fact that a contract does not explicitly govern some of the above mentioned topics, does not mean that they are not regulated in the relevant jurisdiction: the contracts respect mandatory provisions of national law and have to be amended every time the national law changes and of course the silence of the contract implies that national law applies. For example, in at least two countries (CZ¹⁶⁴, HR¹⁶⁵) force majeure events are explicitly regulated by mandatory provisions of national civil law or sector specific legislation. The force majeure regime is a country-specific topic. This provision is therefore affected by fundamental differences in principles of national law or jurisprudence and would potentially imply a change of law.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Definition/scope of application of force majeure			
	Specific clause [yes/no]	General definition: unforeseen event and beyond the control of the parties	Specific circumstances of FM (classic list = war, riots, strikes, lock-outs, natural disasters, epidemics, fire, e.g.)
AT	Yes	Yes	Yes
BE	Yes	Yes	More detailed list
BG	Yes	Yes	No list

¹⁶⁴ Article 58 par. 1 letter i) in connection with par. 7 of the Czech Energy Act (Act No 458/2000 Coll. of Laws).

¹⁶⁵ Article 343 of the Croatian Civil Obligations Act.

Definition/scope of application of force majeure			
	Specific clause [yes/no]	General definition: unforeseen event and beyond the control of the parties	Specific circumstances of FM (classic list = war, riots, strikes, lock-outs, natural disasters, epidemics, fire, e.g.)
CZ	No (reference to national law)	[not applicable] ¹⁶⁶	[not applicable]
DE	Yes	Yes	Yes (with an additional mention to FM of third parties contractually linked to one of the parties of the contract)
DK	Yes	Yes	More detailed list
EE	No	[not applicable]	[not applicable]
EL	Yes	Yes ¹⁶⁷	Yes
ES	Yes	Reference to civil law	[not applicable]
FI	[no information received]		
FR	Yes	Yes	More detailed list
HR	Yes (Transmission Network Code)	Yes	No (reference is made to the Energy Act)
HU	Yes	Yes	Yes
IE	Yes	Yes	More detailed list
IT	Yes	Yes	More detailed list
LT	Yes	Yes	Yes
LU	[no information received]		
LV	[no information received]		
NL	Yes	Yes	No list
PL	No (but dealt with in the "liability" and "termination" clauses)	Yes	No list

¹⁶⁶ The use of "/" in this table shall mean "not applicable".

¹⁶⁷ Events and incidents that fall within the scope of Chapter 10 of the NC (i.e. "Crisis" according to EU Regulation 994/2010), are regulated by Ch. 10 and EU Regulation 994/2010 and explicitly fall out of the scope of the FM clause.

Definition/scope of application of force majeure			
	Specific clause [yes/no]	General definition: unforeseen event and beyond the control of the parties	Specific circumstances of FM (classic list = war, riots, strikes, lock-outs, natural disasters, epidemics, fire, e.g.)
PT	[no information received]		
RO	Yes (reference to national law ¹⁶⁸)	Yes	No list
SE	[no information received]		
SI	Yes (with reference to national law)	Yes	No list
SK	Yes	Yes (but Network User may not claim FM).	Yes
UK	Yes	Yes	NG: Yes IUK and PTL: More detailed lists

Effects of force majeure			
	Suspension/Relief	Immediate termination of the contract	Exclusion/limitation of the possible sus- pension for some obligations of one of the Parties
AT	Yes for the obligations affected by FM	[no information in the clause]	No relief of the Network User from the payment obligation
BE	Yes	[no information in the clause]	No relief of the Network User from the payment obligation during three months No relief of the Network User from the balancing obligations

¹⁶⁸ The information completed here are the provisions of Articles 17 and 18 of ORDER no. 88/22.11.2016 on measures for transmission capacity booking at the Interconnection Points between the Romanian Gas Transmission System and the Gas Transmission Systems of EU Member States neighbouring Romania ("Gas Act"). Those Articles make explicit reference to Romanian Civil Code but no information from the Civil Code have been evoked on this table.

Effects of force majeure			
	Suspension/Relief	Immediate termination of the contract	Exclusion/limitation of the possible suspension for some obligations of one of the Parties
BG	Yes (duration of FM will be added to the term of the contract)	[no information in the clause]	[no information in the clause]
CZ	[not applicable]	[not applicable]	[not applicable]
DE	Yes	[no information in the clause]	[no information in the clause]
DK	Yes	[no information in the clause]	[no information in the clause]
EE	[not applicable]	[not applicable]	[not applicable]
EL	Yes (by reference to Article 105 of the National Transmission NC ¹⁶⁹)	[no information in the clause]	[no information in the clause]
ES	Yes	[no information in the clause]	[no information in the clause]
FI	[no information received]		
FR	Yes	[no information in the clause]	GRT: In case of FM invoked by GRTgaz the Network User shall not be released from its balancing obligations GRT and TIGF: In case of FM invoked by the Network User no release from its payment obligations
HR	Yes	[no information in the clause]	[no information in the clause ¹⁷⁰]
HU	[no information in the clause]	[no information in the clause]	[no information in the clause]

¹⁶⁹ In addition, FM clause is governed by Greek Civil Code, which provides for suspension of the obligations of the contracting parties for the duration of FM event.

¹⁷⁰ However, there are limitation and exclusion cases provided for in the Article 14 (3) of the Transmission System Network Code GT-INT.

Effects of force majeure			
	Suspension/Relief	Immediate termination of the contract	Exclusion/limitation of the possible suspension for some obligations of one of the Parties
IE	Yes	[no information in the clause]	No relief of the Network User from the payment obligation and obligation to notify
IT	Yes	[no information in the clause]	No relief of the Network User from the payment obligation
LT	Yes	[no information in the clause]	[no information in the clause]
LU	[no information received]		
LV	[no information received]		
NL (GTS)	Yes	No ¹⁷¹	No relief of the Network User from the payment obligation No relief of the Network User from the balancing obligations
PL	Yes	No ¹⁷²	No relief of Parties from the obligation to notify
PT	[no information received]		
RO	Yes (exoneration from liability)	No ¹⁷³	[no information in the clause]
SE	[no information received]		
SI	Yes	[no information in the clause]	[no information in the clause]
SK	Yes	[no information in the clause]	[no information in the clause]

¹⁷¹ The party, which did not claim force majeure is entitled to terminate the agreement if the force majeure lasts for a period of more than 90 days. There is no right to immediately terminate the agreement in case of force majeure.

¹⁷² If a FM or the elimination of its effects lasts longer than sixty (60) days, either Party shall have the right to terminate the Contract with immediate effect.

¹⁷³ If a FM lasts longer than fifteen(15) days for monthly contracts respectively thirty (30) days for quarterly contracts, either Party shall have the right to terminate the Contract with immediate effect.

Effects of force majeure			
	Suspension/Relief	Immediate termination of the contract	Exclusion/limitation of the possible suspension for some obligations of one of the Parties
UK	IUK/NG: Yes	IUK: [no information in the clause] NG: No	IUK/PTL: No relief of the Network User from the payment obligation and obligation to notify NG: No exclusion/limitation

Obligations for the impacted party			
	Obligation to take reasonable steps to limit the consequences	Notification: 1. Content 2. Means 3. Deadline	Any specific obligations related to specific FM circumstances?
AT	[no information in the clause]	1. Reasons for interruption of performance and foreseeable duration of the suspension 2. [no information in the clause] 3. Without delay	No
BE	Yes	1. Reasons for interruption of performance and foreseeable duration of the suspension 2. [no information in the clause] 3. [no information in the clause]	No
BG	Yes	1. Reasons for interruption of performance 2. In writing 3. Within 10 days (and additional details within 30 days)	No
CZ	[not applicable]	[not applicable]	[not applicable]
DE	Yes	1. Reasons for interruption of performance and foreseeable duration of the suspension	No

Obligations for the impacted party			
	Obligation to take reasonable steps to limit the consequences	Notification: 1. Content 2. Means 3. Deadline	Any specific obligations related to specific FM circumstances?
		2. [no information in the clause] 3. Promptly	
DK	Yes	1. Reasons for interruption of performance and foreseeable duration of the suspension 2. By phone, telefax, email 3. At the discovery of the FM event or within a reasonable time	No
EE	[not applicable]	[not applicable]	[not applicable]
EL	[no information in the clause]	1. Reasons for interruption of performance, date of event, expected effects to the other contracting party and/or third party and foreseeable duration of the suspension. 2. Immediate notification: a) in writing b) with any available mean 3. Immediate notification 4. Report to the other contracting party with regard to the Force Majeure event the actions taken to address the circumstances, and the consequences thereof. ¹⁷⁴	No
ES (Enagas)	Yes	1. Reasons for interruption of performance, foreseeable duration of the suspension, context, solutions, effects... 2. In writing	No

¹⁷⁴ Article 105 of the national NC.

Obligations for the impacted party			
	Obligation to take reasonable steps to limit the consequences	Notification: 1. Content 2. Means 3. Deadline	Any specific obligations related to specific FM circumstances?
		3. As soon as possible	
FI	[no information received]		
FR	Yes	1. Reasons for interruption of performance, date of event and expected effects 2. GRTgaz: By all means and confirmation In writing TIGF: [no information in the clause] 4. As soon as possible	GRTgaz: Yes in case that availability of capacities is affected (consequences to affect Network Users in an equitable way)
HR	Yes	1. Reasons for interruption of performance 2. [no information in the clause] 3. As soon as possible	No
HU	Yes	1. Information on the occurrence and the nature of the event(s) and the potential consequences 2. In writing 3. As soon as possible	No
IE	Yes	1. Information on the nature of the event, impacted obligations and expected timing 2. [no information in the clause] 3. [no information in the clause]	No
IT	Yes	1. Information on the nature of the event, and expected timing 2. [no information in the clause] 3. In a timely manner	No
LT	[no information in the clause]	[no information in the clause]	No
LU	[no information received]		

Obligations for the impacted party			
	Obligation to take reasonable steps to limit the consequences	Notification: 1. Content 2. Means 3. Deadline	Any specific obligations related to specific FM circumstances?
LV	[no information received]		
NL (GTS)	[no information in the clause]	<ol style="list-style-type: none"> 1. Event, estimated timing and remedy 2. In writing 3. Promptly and keep regularly informed 	Specific mention in FM invoked by the Network User affecting the obligations related to taking of gas at exit point
PL	[no information in the clause]	<ol style="list-style-type: none"> 1. Occurrence of the event 2. [no information in the clause] 3. Without undue delay 	No
PT	[no information received]		
RO	[no information in the clause]	<ol style="list-style-type: none"> 1. Notification of the event in maximum 2 days from the occurrence 2. [no information in the clause] 3. Proof of the event in 15 days from the occurrence 	[no information in the clause]
SE	[no information received]		
SI	[no information in the clause]	<ol style="list-style-type: none"> 1. Existence of FM 2. Fastest means available 3. Promptly 	No
SK	[no information in the clause]	<ol style="list-style-type: none"> 1. Information on circumstances 2. [no information in the clause] 3. Promptly 	[no information in the clause]
UK	IUK: Yes	IUK: <ol style="list-style-type: none"> 1. Cause and likely extent of the interruption of performance 	(IUK/PTL): No

Obligations for the impacted party			
	Obligation to take reasonable steps to limit the consequences	Notification: 1. Content 2. Means 3. Deadline	Any specific obligations related to specific FM circumstances?
	NG: Relief to the extent that FM cannot be overcome by reasonable measures. PTL : [no information in the clause]	2. In writing 3. As soon as possible PTL: 1. Occurrence, nature and expected duration of FM event 2. [no information in the clause] 3. As soon as possible NG: 1. Occurrence, nature and expected duration of FM event 2. In writing 3. As soon as reasonably practical	NG: In the case of 'Force Majeure affecting capacity at an ASEP' then NG is obliged to take out capacity buyback options with the affected parties.

What happens if the event of FM persists?		
	Period of persistence	Effects
AT	6 months	Best endeavours to adjust the capacity contract
BE	3 months	a) If FM reparable: the Fee(s) for the part of the capacity, which is affected by the Force Majeure shall be suspended until the end of the Force Majeure event. b) If FM not reparable: the Parties shall be immediately be released without any indemnity of all obligations to the extent these were affected by the Force Majeure.

What happens if the event of FM persists?		
	Period of persistence	Effects
BG	90 days ¹⁷⁵	Termination is possible with 30 days' notice
CZ	[not applicable]	[not applicable]
DE	[no information in the clause]	[no information in the clause]
DK	60 business days	Renegotiation and if impossible to find an agreement possibility to terminate
EE	[not applicable]	[not applicable]
EL	six (6) months ¹⁷⁶	Termination of the contract in case of Force Majeure lasting for a period of over six (6) months, unless otherwise agreed by the Contracting Parties ¹⁷⁷
ES (Enagas)	6 months	Termination is possible with 30 days' notice
FI	[no information received]	
FR	GRTgaz: 60 days TIGF: 30 days	GRTgaz: Negotiation of adjustments TIGF: Negotiation of adjustments and if no agreement involvement of the Energy Regulation Commission
HR	30 days	Renegotiation and if impossible to find an agreement => possibility to terminate
HU	[no information in the clause]	[no information in the clause]
IE	[no information in the clause]	[no information in the clause]
IT	[no information in the clause]	[no information in the clause]
LT	1 month	Right to terminate or suspend the contract
LU	[no information received]	
LV	[no information received]	

¹⁷⁵ Where reference is made to days, it shall mean "consecutive" days.

¹⁷⁶ Element completed by Article 10 of the STA (Termination clause).

¹⁷⁷ Idem.

What happens if the event of FM persists?		
	Period of persistence	Effects
NL (GTS)	90 days	Termination
PL	- 60 days - 30 days	- Right to terminate the contract - Right to terminate the capacity allocation (PP) or transmission ability allocation (PZ)
PT	[no information received]	
RO	15 days for monthly contracts 30 days for the quarterly and annual contracts	Right to terminate the contract
SE	[no information received]	
SI	6 months	Negotiation of adjustments
SK	[no information in the clause]	[no information in the clause]
UK	[no information in the clause]	[no information in the clause]

15. **HARDSHIP**

1.1. OBJECT

This provision deals with the consequences on the contract of unforeseen circumstances, which do not prevent a/the party(ies) from performing its obligations, but fundamentally alter the economic balance of the contract.

This clause is, to a certain extent, related to the amendments clause.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

A.) The doctrine of unforeseen circumstances ("hardship") is recognised in most of the EU Member States, either by the law (e.g. Article 1195 French Civil Code; Article 6:258 Dutch Civil Code; Article 1467 Italian Civil Code; §313 German Civil Code; Article 357-1 Polish Civil Code, Article 1765 Czech Civil Code; as well as in the Romanian (Article 1271) and Greek Civil Codes (Article 388)), or by case law (e.g. Spain, and the theory of "frustration" in the common law countries or Austria). In Belgium experts are reforming contract law and a provision recognising unforeseen circumstances, inspired by French law, will probably be introduced in the Belgian Civil Code.

"Hardship" provisions usually apply, under strict conditions, in case of an imbalance of the mutual obligations of parties due to an unforeseen change of circumstances(e.g. for some jurisdictions: an increase of costs of raw material or energy in long term contracts; various cases also concern the variation of the price of gas in long term gas contracts. According to Austrian case law e.g. the doctrine of frustration based on Sec. 901 Civil Code only applies if both parties relied on the circumstances changed due to unforeseen change.

Especially in common law jurisdictions, it can also apply in case of frustration of purpose (for example: in a patent license contract, it is considered that the contract loses its purpose due to the discovery of new products, which render the patent valueless).

However, the cases covered by the "unforeseen circumstances" as well as their consequences vary significantly from country to country.

In most cases, such unforeseen circumstances lead to a renegotiation of the contract. If the parties fail to come to a new agreement, the contract may in some jurisdictions be terminated. In certain jurisdictions, an intervention of the judge is required to terminate the contract. That being said,

the application of such hardship mechanism is highly restricted in a number of countries. Indeed, the threshold for obtaining relief in a situation of hardship or economic impossibility is very high and such claims are rarely successful. The prerequisites for such an adjustment or termination usually are: (i) a change of circumstances occurred after the contract became effective; (ii) the change of circumstances renders the transaction grossly disproportionate; (iii) the change of circumstances was not reasonably foreseeable; and (iv) the change of circumstances is not attributable to the party availing itself of hardship.

B.) Only a few of the analysed contracts contain a hardship clause. The contracts that do not contain such a clause are often in those jurisdictions where hardship is regulated by law or recognized by case law (e.g. CZ, EL, FR, IT, NL, PL, RO). When a hardship clause is included in the contract, it may allow renegotiations of the contract in case of "unforeseen circumstances", but contractual provisions rarely provide for a concrete definition of conditions and of the term "unforeseen circumstances". Contractual provisions remain in many cases silent with regard to consequences for the contractual relation between the parties.

In some other countries, the specific hardship case of "*changes in the regulatory framework*" is dealt with a specific clause providing for an automatic amendment of the contract (e.g. BE, FR) according to such changes. In these countries "changes in the regulatory framework" is therefore not considered as a hardship case.

This provision is linked to national civil law that applies to any contract and cannot be modified by the TSOs. Even if most European Member States admit a "hardship" doctrine, national law provisions regarding "hardship" are different from one country to another. There are differences in the application and in some jurisdictions "hardship" is not recognized. This provision is therefore affected by fundamental differences in principles of national law and jurisprudence and would likely require a change of law.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/ Amendment	Termination	Unilateral termination	Other
AT	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
BE	No (but changes to the applicable legal and regulatory	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/Amendment	Termination	Unilateral termination	Other
	framework apply automatically to the contract; such changes can require an amendment of the contract through standard amendment process)					
BG	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
CZ	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
DE	Yes (called "good faith clause")	Unforeseen circumstances, which have significant technical, economic, commercial or legal impact on the contract- and as consequence unreasonable for either party to remain bound by the provisions of the contract	Amendment of the contract to reflect the changed conditions.	[not applicable]	[not applicable]	[not applicable]
DK	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
EE	No (but in case of evolution of the legal and regulatory framework, such changes shall automatically apply to the contract within 30 day	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/Amendment	Termination	Unilateral termination	Other
	pre-notice and right to terminate the contract for the other party)					
EL	No (Regulated by the Greek Civil Code)	[not applicable]	Article 13 STA Amendment due only to a revision of the applicable legislation (NC, tariffs etc.)	[not applicable]	Article 13 STA In case of change of applicable legislation: a. Network User has the right to unilateral termination b. TSO has the right to unilateral termination in case of failure of the Network User to sign the new STA,	Article 388 civil code (unforeseen circumstances) Amendment or termination following a court decision
ES	Yes	Radically unforeseen circumstances, which may result in an enormous disparity between parties and upset the balance of the contract	Yes	[not applicable]	[not applicable]	[not applicable]

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/Amendment	Termination	Unilateral termination	Other
FI	[no information received]					
FR (GRT-gaz)	No (but regulated by French Civil Code and the contract provides for an adaptation of new legislative or regulatory provisions that may apply directly or indirectly to the contract)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
FR (TIGF)	Yes (specific clause, in addition to the regulation by the French Civil Code) (+ the contract provides for adaptation to new legislative or regulatory provisions that may apply directly or indirectly to the contract – Article 17.1))	After TSO has applied its right to adapt the contract, Network User may demonstrate an economic upheaval of the contract	Yes (considering the principle of non-discrimination between Network Users)	[not applicable]	[not applicable]	[not applicable]
HR	No (but in case of changes in legal or regulatory framework, TSO has the right to amend the contract after public debate and after approval of the NRA)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
HU	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
IE	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/Amendment	Termination	Unilateral termination	Other
IT	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
LT	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
LU	[no information received]					
LV	[no information received]					
NL	No (regulated by Dutch Civil Code)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
PL	No (regulated by Polish Civil Code) (in some situations where the TSO has a right to amend the contract, the Network User will be authorised to terminate the contract; cf. termination clauses)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
PT	[no information received]					
RO	No (Romanian Civil Code contains a hardship provision, but the latter is only applicable if the parties have expressly specified so- see also amendments provision)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
SE	[no information received]					
SI	Yes	Changed circumstances	No (parties waive this right)	No (parties waive this right)	No	No
SK	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

	Specific clause	Definition/Circumstances	Consequences/effects			
			Renegotiation/Amendment	Termination	Unilateral termination	Other
UK (IUK)	No (but right of IUK in extreme circumstances to terminate services to all IAA Network Users on 12 months' notice: Article 6.8 Appendix A)	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
UK (National Grid)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]
UK (PTL)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

16. CONFIDENTIALITY

1.1. OBJECT

This provision regulates whether a confidentiality obligation is imposed on the parties for information shared between the parties for the execution of the transport contract and if so, the details of this obligation (which information is confidential, how long, etc.).

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

The large majority of the contracts include a clause, which explains what should be considered as confidential information and should remain secret. We can find in certain contracts a detailed provision listing the information covered by the confidentiality. In all contracts, the commercially sensitive information (e.g. trade secret) are protected by strong confidentiality obligations in conformity with the European sector specific regulatory framework.

In principle, both the TSO and the Network Users are bound by confidentiality obligations (except for the contracts of the CZ and LT TSOs where only the TSO seems to have a confidentiality obligation).

About half of the contracts provide details on the duration of the confidentiality obligation, which varies from 1 year to 5 years as of the expiration/termination of the contracts (and in two contracts even until the information becomes publicly available).

The disclosure of confidential information is limited to interested persons, implicated in the general process of gas transportation. The great majority of contracts exclude the possibility to disclose such information to third parties, except when the other party received the written and prior consent to deliver confidential information to third parties, or in case of governmental or judicial injunctions. Most of the contracts provide for a detailed list for cases where confidential information may be available but this list differs substantially from one contract to another in terms of quality and quantity.

Confidentiality obligations are strongly related to the TSOs business, which allows them to be aware of a significant amount of commercially sensitive data of Network Users, which if diffused in a discriminatory way could give merge to market distortions/abuses by recipients. European legislation sets the principles for the protection of such information and national laws and regulations may further precise the content of those information and the obligations or their exceptions. Of course, some of the rules provided for in the transport contracts are the result of contractual freedom of the parties.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Scope of confidentiality			
	General information	Commercially sensitive information	Detailed list
AT	Yes	Yes	Any business and trade secrets of which they obtain knowledge while carrying out business activities.
BE	All information obtained by one Party from the other Party.	Yes	Yes
BG	[not mentioned in the clause]	Yes (Trade secret)	No
CZ	Yes	Yes	Yes
DE	All information obtained by one Party from the other Party	Yes	No
DK	All information obtained by one Party from the other Party	Yes	No
EE	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
EL	All information obtained by one Party from the other Party	Yes	No
ES	All information obtained by one Party from the other Party	Yes	No
FI	[not enough information received]		
FR	GRTgaz: All information obtained by one Party from the other Party TIGF: All information of an economic, commercial, industrial, financial or technical nature	Yes	GRTgaz: No TIGF: Yes

Scope of confidentiality			
	General information	Commercially sensitive information	Detailed list
HR	All information obtained by one Party from the other Party	Yes	No
HU	All information obtained by one Party from the other Party	Yes	No
IE	All information obtained by one Party from the other Party	Yes	No
IT	All information obtained by one Party from the other Party	Yes	No
LT	Information obtained by the TSO	Yes	Yes
LU	[no information received]		
LV	[no information received]		
NL	All information obtained by one Party from the other Party	Yes	No
PL	Reference is made to the "TNC" ¹⁷⁸ , which is binding for the parties		
PT	[no information received]		
RO	All information obtained by one Party from the other Party	Yes	No
SE	[no information received]		
SI	All information obtained by one Party from the other Party	Yes	No
SK	All information obtained by one Party from the other Party	Yes	No

¹⁷⁸ TNC means Transmission Network Code.

Scope of confidentiality			
	General information	Commercially sensitive information	Detailed list
UK	IUK: Any information identified as confidential or which by its nature be considered confidential NG: All information obtained by one Party from the other Party PTL: All information obtained by one Party from the other Party	Yes	IUK: No NG: Yes PTL: No

	Obligated to respect confidentiality		Period of confidentiality
	TSO	Network User	
AT	Yes	Yes	[not mentioned in the clause]
BE	Yes	Yes	[not mentioned in the clause]
BG	Yes	Yes	[not mentioned in the clause]
CZ	Yes	[Not explicitly mentioned]	Until the publicity of such information
DE	Yes	Yes	Ends 2 years after expiry of the contract
DK	Yes	Yes	[not mentioned in the clause]
EE	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
EL	Yes	Yes	During the contract and for an undefined period thereafter
ES	Yes	Yes	4 years after the termination of the contract
FI	[not enough information received]		
FR	Yes	Yes	GRTgaz: During the duration of the contract and 1 year after termination TIGF: Undefined period after termination
HR	Yes	Yes	[not mentioned in the clause]

	Obligated to respect confidentiality		Period of confidentiality
	TSO	Network User	
HU	Yes	Yes	3 years after termination of the contract
IE	Yes	Yes	3 years after termination of the contract
IT	Yes	Yes	2 years after termination of the contract
LT	Yes	[Not explicitly mentioned]	[not mentioned in the clause]
LU	[no information received]		
LV	[no information received]		
NL	Yes	Yes	3 years from the end date or the date of early termination
PL	Reference is made to the "TNC", which is binding for the parties	[not applicable]	[not applicable]
PT	[no information received]		
RO	Yes	Yes	5 years after termination of the contract
SE	[no information received]		
SI	Yes	Yes	[not mentioned in the clause]
SK	Yes	Yes	[not mentioned in the clause]
UK	Yes	Yes	IUK: During the contract and 5 years thereafter NG: Earlier of the information being in the public domain, or 3 years after ceasing to be a Network User. PTL: Until the information is in the public domain

	Exceptions from the scope of confidentiality/possibility to disclose information			
	Does the clause specify exceptions?	Disclosure to third parties?	Disclosure if requested by authorities, judges or imposed by law?	Detailed list of situations of admissible disclosure?
AT	Yes	Not without the written prior consent of the other party	Yes	TAG: Yes (advisors, contractors, banks or other financing entities and employees) GCA: No
BE	Yes	Not without the written prior consent of the other party	Yes	Yes (Only to perform the contract: information may be disclosed to employees, agents, contractors, consultants, the Network Users, sellers of the Natural Gas and other Network Users.)
BG	Yes	Not without the written prior consent of the other party	Yes	No
CZ	Yes	Not without the written prior consent of the other party	Yes	No
DE	Yes	Not without the written prior consent of the other party	Yes	Yes (affiliates, advisors/consultants, banks and insurance companies, ...)
DK	Yes	[not mentioned in the clause]	[not mentioned in the clause]	Yes (anonymous information about capacity, contracts, ...)
EE	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]

	Exceptions from the scope of confidentiality/possibility to disclose information			
	Does the clause specify exceptions?	Disclosure to third parties?	Disclosure if requested by authorities, judges or imposed by law?	Detailed list of situations of admissible disclosure?
EL	Yes	Any information disclosure is forbidden. In respect to the VIU and affiliates following the written consent of the Network User	[not mentioned in the clause] ¹⁷⁹	Yes (historical data and statistics) and info publicly available)
ES	Yes	Not without the written prior consent of the other party	Yes	No
FI	[not enough information received]			
FR	Yes	GRTgaz: [not mentioned in the clause] TIGF: Not without the written prior consent of the other party	Yes	GRTgaz: Yes (advisers or statutory auditors, clearing party) TIGF: Yes (employees, directly involved subcontractors or agents, advisors, auditors, industrial consumers, ...)
HR	Yes	Not without the written prior consent of the other party	Yes	Yes (affiliate, official bodies, connected TSO)
HU	Yes	[not mentioned in the clause]	Yes	Yes (mainly official bodies)
IE	Yes	[not mentioned in the clause]	Yes	Yes (advisors, consultants, affiliates, banks, connected/adjacent TSO)

¹⁷⁹ But governed by law: Article 66 of Law 4001/2011 (Article 16 directive 2009/73/EC) applies.

	Exceptions from the scope of confidentiality/possibility to disclose information			
	Does the clause specify exceptions?	Disclosure to third parties?	Disclosure if requested by authorities, judges or imposed by law?	Detailed list of situations of admissible disclosure?
IT	Yes	Not without the written prior consent of the other party	Yes	No
LT	Yes	[not mentioned in the clause]	Yes	Yes (undertakings engaged in gas storage, distribution or liquefaction activities, institutions, organisations, and undertakings performing natural gas sector research, enforcement agencies)
LU	[no information received]			
LV	[no information received]			
NL	Yes	Not without the written prior consent of the other party	Yes	Yes (affiliates, authorities, financial institutions, consultants)
PL	Reference is made to the "TNC", which is binding for the parties	[not applicable]	[not applicable]	[not applicable]
PT	[no information received]			
RO	Yes	Not without the written prior consent of the other party	Yes	No
SE	[no information received]			
SI	Yes	Not without the written prior consent of the other party	Yes	No (only advisors are excluded)

	Exceptions from the scope of confidentiality/possibility to disclose information			
	Does the clause specify exceptions?	Disclosure to third parties?	Disclosure if requested by authorities, judges or imposed by law?	Detailed list of situations of admissible disclosure?
SK	Yes	Not without the written prior consent of the other party	Yes	Yes (employees, consultants, counsels or other service providers)
UK	Yes	Not without the written prior consent of the other party	Yes	IUK: Yes (affiliates, advisors, consultants, auditors, banks, experts, employees) NG: Yes (employees, advisors, affiliates, authorities, financial institutions) PTL: Yes (employees, officers, directors, professional advisors and consultants, affiliates, banks, experts)

17. AMENDMENTS

1.1. OBJECT

This provision specifies under which conditions and following which process the contract can be modified.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

A very large majority of contractual documents contain a specific clause concerning the amendment of the contract.

In most cases, the situations where the contract can be amended are not specifically listed/determined. If such grounds for amendments are mentioned, the most frequent one (11 contracts) is changes in the regulatory framework (and amendments of the contracts are, in this case, automatic – see also the analysis of the “hardship”-clauses). Other contracts indicate more vaguely “if necessary” or “when needed”.

10 contracts state specifically that amendments are to be made through mutual agreement, but lots of contracts are silent on this topic. We can assume however that in all the relevant jurisdictions a contract can always be amended by mutual agreement. A difference has however to be made between the individual contracts and the GT&Cs/Network Codes. For the latter, if the contracts define an amendment procedure, it is mainly a unilateral procedure giving the TSO the right to modify the contract and inform all Network Users on the respective amendments, with sometimes the right of the Network User to terminate the contract under certain conditions that may differ from contract to contract (for ex. under the condition that it can duly demonstrate that amendments resulted to an imbalance in comparison to previous conditions).

In three countries (BE, IE, UK(IUK and NG)) the amendment of the contractual documents requires the direct or indirect intervention of a third party (expert, authority, NRA approval). In some countries, a consultation procedure takes place prior to the signature (BE, IE, UK(IUK), FR, NL) or sometimes amendment (UK (NG)) of transport contracts.

Amendments will be made in writing/text form (for certain contracts amendments can be made by email, etc.), but only in a very limited number of contracts (7) a document signed by both parties is required.

The amendment procedure is designed by each TSO in order (i) to comply with the non-discrimination principle and with the specific needs of its network (ability to react quickly and impose changes on all users) whilst remaining compliant with the legal culture of its jurisdiction, (ii) to be able to adapt the contract to the changes in the regulatory framework and (iii) comply with the procedures imposed by national laws (e.g. public

consultations, NRA approvals, ...). An alignment of the amendment clauses would imply changes to national regulations (especially in those member-states where the contract content needs prior approval of the NRA). This provision is affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&CS, ETC.)

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/automatic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
AT (GCA)	Yes	[no information in the clause]	[no information in the clause]	Yes (of the GT&C) (possibility to terminate the contract if the Network User does not agree to the changes)	[no information in the clause] (but NRA approval for the GT&Cs amendments acc. to sec. 32 of the Austrian Gas Act)	[not applicable]
AT (TAG)	Yes	[no information in the clause]	Yes (of the contract)	Yes (of the GT&C) (possibility to terminate the contract if the Network User does not agree to the changes)	[no information in the clause] (but NRA approval for the GT&Cs amendments acc. to sec. 32 of the Austrian Gas Act)	[not applicable]
BE	Yes	[no information in the clause]	[no information in the clause]	[no information in the clause]	Yes - market consultation and NRA approval	[not applicable]

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/auto-matic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
BG	Yes	changes in the regulatory framework (not exclusively)	[no information in the clause]	[no information in the clause]	[no information in the clause]	[not applicable]
CZ	Yes	[no information in the clause]	Yes	[no information in the clause]	[no information in the clause]	[not applicable]
DE	Yes	<ul style="list-style-type: none"> - changes in the regulatory framework - justified interest of the TSO 	No	Yes (possibility for the Network User to terminate the contract if does not agree with changes and such changes lead to any significant commercial or financial disadvantage for the Network User)	[no information in the clause]	[not applicable]
DK	Yes	[no information in the clause]	No	Yes	[no information in the clause]	[not applicable]
EE	Yes	<ul style="list-style-type: none"> - when parties agree to amend the contract - changes in the regulatory framework 	Yes	Yes (when changes in the regulatory framework)	[no information in the clause]	[not applicable]

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/auto-matic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
EL	Yes	<ul style="list-style-type: none"> - changes in regulatory framework - Subject to written consent of the parties 	Yes	Yes (when changes in the regulatory framework) (possibility to terminate the contract if the Network User does not agree to the changes)	STA content needs prior approval of the NRA ¹⁸⁰	[not applicable]
ES	Yes	[no information in the clause]	Yes	[no information in the clause]	[no information in the clause]	[not applicable]
FI	[no information received]					
FR (GRT-gaz)	Yes	<ul style="list-style-type: none"> - changes of regulatory framework - other changes that would oblige TSO to amend the contract - reservation through booking platforms 	No	Yes	[no information in the clause but a consultation procedure is followed]	In case of amendment for other changes that would oblige TSO to amend the contract: possibility for the Network User to enter to negotiations to reach an agreement within

¹⁸⁰ According to law

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/automatic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
						15 days from publication of the amendment, in case he can demonstrate that this amendment resulted to a duly justified imbalance of the contract. (also possibility to terminate the contract)
FR (TIGF)	Yes	<ul style="list-style-type: none"> - changes in regulatory framework - reasonable grounds 	No	Yes	[no information in the clause]	[not applicable]
HR	No (but clause in the Transmission System Network Code)	Changes in the regulatory framework	No	Yes	No	[not applicable]
HU	Yes	[no information in the clause]	Yes	[no information in the clause]	[no information in the clause]	[not applicable]
IE	No (but there is a specific clause in	[no information in the clause]	No	No	Yes	upon the direction or with the

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/automatic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
	the Code of Operation)					prior approval of the NRA After consultation of an ad hoc forum
IT	Yes (specific clause in the Network Code)	Situations in which Network Code can be amended: - changes in the reference legislative framework; - evolution of the gas market and technology; - material errors in the text of the document;	Yes	[no information in the clause]	Yes (the amendment of Network Code is subject to the approval by the NRA)	After public consultation
LT	Yes	[no information in the clause]	Yes	[no information in the clause]	[no information in the clause]	[not applicable]
LU	[no information received]					
LV	[no information received]					
NL	Yes	If necessary to: - avoid, limit and/or remedy inefficiencies - to secure or improve the integrity	No	Yes (GTS is entitled to unilaterally amend the GT&Cs (TSC) after having	[no information in the clause]	[not applicable]

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/auto-matic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
		<ul style="list-style-type: none"> - to secure the reliability of the services - to cope with the consequences of abuses - to improve or clarify the wording - to implement grid connection agreements 		informed (or consulted in case of accommodating legislation. The Network User is entitled to terminate the agreement if the Network User is materially adversely affected by an amendment other than an amendment by legislation).		
PL	Yes	[no information in the clause]	Yes	No (the Network User can submit comments on the new wording of the GT&C, TSO and Network User agree on the final version of GT&C, if the Network User does not agree to the changes it has right	[no information in the clause]	[not applicable]

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/auto-matic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
				to terminate the contract)		
PT	[no information received]					
RO	No	Changes of circumstances, which are at the basis of its signature (= changes in normative acts governing fully or partially the contract	[not applicable]	Yes (but Network User may also initiate the amendments procedure in case of changed circumstances)	[not applicable]	[not applicable]
SE	[no information received]					
SI	Yes	Changes in the regulatory framework	No	Yes	[no information in the clause]	[not applicable]
SK	Yes	If necessary	Yes (of the contract)	Yes (for the Operational Order)	Yes (for the Operational Order)	[not applicable]
UK (IUK)	Yes	When needed	[no information in the clause]	[no information in the clause]	Yes, market consultation and NRA approval	[not applicable]
UK (NG)	Yes	Any party is free to raise a UNC modification at any time, with the aim of better facilitating the Relevant Objectives.	No	No	Yes	A modification proposal will only take effect if it is approved by either the UNC Panel or the Regulator.

	Special clause in the contract? [yes/no]	In which situations can the contract be amended?	Amendment procedure			
			By mutual agreement [yes/no]	Unilateral/automatic change [yes/no]	Intervention of third party (expert, authority) [yes/no]	Other/comments
UK (PTL)	No	[not applicable]	[not applicable]	[not applicable]	[not applicable]	[not applicable]

	Form requirement			
	In writing [yes/no]	Document signed by both parties [yes/no]	Other	Comments
AT (GCA)	Yes	[no information in the clause]	[not applicable]	TSO notifies the amendment electronically and the Network User can object in writing.
AT (TAG)	Yes	Yes (for the Contract, no for the GT&Cs)	[not applicable]	[not applicable]
BE	Yes	[no information in the clause]	[not applicable]	[not applicable]
BG	Yes	[no information in the clause]	[not applicable]	[not applicable]
CZ	Yes	Yes	By means of written addenda, numbered in ascending order.	[not applicable]
DE	Yes (in text form, i.e. email is sufficient)	No	[not applicable]	TSO gives 2 months' prior notice in case of changes in justified cases, shorter notice possible (such as changes necessary due to legal requirements)

	Form requirement			
	In writing [yes/no]	Document signed by both parties [yes/no]	Other	Comments
DK	Yes	No	[not applicable]	TSO gives 1 month's prior notice in case of changes
EE	Yes	No	[not applicable]	TSO gives 1 month's prior notice in case of changes
EL	Yes	Yes	[not applicable]	[not applicable]
ES	Yes	No	[not applicable]	[not applicable]
FI	[no information received]			
FR (GRT-gaz)	Yes	No	[not applicable]	[not applicable]
FR (TIGF)	Yes	No	TSO notifies by e-mail and the Network User responds in writing	[not applicable]
HR	Yes	GT&C: No Contract: Yes	[not applicable]	[not applicable]
HU	Yes	Yes	[not applicable]	[not applicable]
IE	Yes	No	[not applicable]	[not applicable]
IT	Yes	Yes	[not applicable]	[not applicable]
LT	Yes	Yes	[not applicable]	[not applicable]
LU	[no information received]			
LV	[no information received]			
NL	Yes	No	[not applicable]	[not applicable]
PL	Yes	Yes (for the Contract, not for the GT&Cs ¹⁸¹)	In the form of an annex	[not applicable]

¹⁸¹ Changes in GT&C are not treated as amendment to the contract.

	Form requirement			
	In writing [yes/no]	Document signed by both parties [yes/no]	Other	Comments
PT	[no information received]			
RO	[not applicable]	[not applicable]	[not applicable]	[not applicable]
SE	[no information received]			
SI	Yes	No	[not applicable]	[not applicable]
SK	Yes	Yes (for the contract)	[not applicable]	[not applicable]
UK (IUK)	Yes	No	[not applicable]	[not applicable]
UK (NG)	Yes	No	The UNC is directly amended following approval of a modification.	[not applicable]
UK (PTL)	[not applicable]	[not applicable]	[not applicable]	[not applicable]

18. ENTRY INTO FORCE

1.1. OBJECT

This provision specifies the moment when the contract comes into effect.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

All contracts provide for a specific provision that specifies when the contract shall take effect.

However, the moment when the entry into force takes place differs substantially from one contract to another. Many contracts provide for an entry into effect at the date of the signature. Others provide for an entry into force at a specific date, already mentioned in the contract or to be determined by the parties.

In some contracts, the entry into force is conditioned by the fulfilment of preliminary conditions, such as the deposit of a guarantee. In some cases, the entry into force can differ between the GC's and other parts of the contract related to bundled capacity products. Modular structure of the contract allows for such differentiations.

In some countries, the contractual documentation is subject to the national regulator's approval, which might result in different start dates (i) for the framework agreement or the "general conditions" of the TSO, and (ii) for each Network User's contract and/or for each booking/allocation of capacities. Differences are then mostly due to the national regulatory framework or to the contractual freedom of the parties, which are entitled to set for example conditions for the entry into force (e.g. guarantee) or specifying the date of entry into force.

Harmonisation is already achieved by CAM NC with regard to the entry into force of bundled capacity products but different regimes apply for the entry into force of the GT&Cs or the framework transport contract (where it is applicable)

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

	Countries
At the date of signature	AT (GCA), BG, DK, EL, ES, HU, LT ¹⁸² , SK, UK (PTL)
At a specified date	AT (TAG), BE, HR ¹⁸³ , IE, NL ¹⁸⁴ , PL, RO, UK (IUK)
After preliminary conditions are met (for example: financial guarantee)	FR, EE, IT, UK (PTL)
Other	<p>DE (in case of auction at the end of the auction, in case of over-nomination by receipt of nomination, in case of first-come-first-served by receipt of booking confirmation)</p> <p>RO (date of receiving the receipt of confirmation of adjudication of the auction)</p> <p>UK (National Grid) – an applicant has rights/obligations under the Network Code 3 Business Days after the later of satisfaction of specified requirements and the date of its agreement to accede the code.</p> <p>SI - A transport contract on auctioned capacities shall be deemed concluded between the Parties upon the publication of the final auction results on the web-based booking platform which show that the bid of a Network User to book a specific standard capacity product at the clearing price of the auction was accepted.¹⁸⁵</p>
Difference made in the contract between entry into force of a framework agreement/GT&Cs, and the entry into force of individual capacity contracts	<p>e.g.:</p> <ul style="list-style-type: none"> - AT (date on which GT&Cs that are applicable to all contracts come into force differs from the entry into force of the individual contracts) - BG (idem + framework contract different from individual contracts)

¹⁸² Not foreseen in the contractual documents but in the Rules for Access.

¹⁸³ Entry into force is regulated in Article 25 of the Transmission System Network Code GT-INT.

¹⁸⁴ Contract becomes binding once it is concluded on booking platform.

¹⁸⁵ See Art 2.8.1. of GENERAL TERMS AND CONDITIONS OF THE TRANSPORT CONTRACT ON AUCTIONED CAPACITIES

	Countries
	<ul style="list-style-type: none"> - CZ (For instance, a general (/Framework) contract for gas transmission service shall become valid and enter into effect on the date of its signature by both Parties¹⁸⁶. The date, when an individual General Gas Transmission Contract enters into force, however, always depends on applicable law and an agreement between parties.) - DK (date on which GT&C that are applicable to all contracts come into force differs from the entry into force of the individual contracts) - EE (idem) - ES (GT&C upon signature and annexes referring to capacity products upon allocation to the auctions) - HR (GT&C and contract upon signature and annexes referring to capacity products upon allocation to the auctions) - HU (date of entry into force of framework contract different from individual contracts) - SK (date of entry into force of framework contract different from individual contracts) - EL (Commencement date of the Framework Contract is the date of signature. - NL The approval of an application for capacity booking is subject to whether Network User has sufficient financial surety.
No information provided	FI, LU, LV, PT, SE, SI

¹⁸⁶ See Article VII.(1) of General Gas Transmission Contract.

19. TERMINATION

1.1. OBJECT

This provision enshrines the rules concerning the end of a substantial part (partial termination) of the contract or of the entire contract. Contrary to the termination of the contract as a whole (substantial termination), the termination of specific capacity reservations/services is not part of the scope of the Report as it does not affect the end of substantial parts of the contract or of the contract as a whole.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

Transmission Contracts (capacity contracts and GT&Cs included in a unique contractual document) are either concluded for a defined period or for an undefined period. In the case that GT&Cs/Framework contracts are distinguished from capacity contracts, GT&Cs/ Framework contracts are usually signed for an undefined term (except for some exceptions) and capacity contracts have a defined term.

As long as information is provided in the clause, none of the analysed contracts with a defined term provides for automatic renewal.

Only 7 out of 29 contracts signed for an undefined period may normally be terminated at any time (in PL however, such a termination will take effect only at the end of the gas year) by giving prior notice (duration of such notice defers from 30 days to 3 months). Thus, the majority (22 out of 27) of the analysed contracts contain no details about ordinary termination of such contracts for an undefined period of time, which implies that the TSOs refer to the national laws.

The majority of the contracts that have been made available contain provisions about termination for good cause (e.g. AT, DE). The causes for early termination differ from one contract to the other, but the most common ones are: material breach (e.g. DE, EE, IE, P, UK), default of payment (AT, Hr, IE, IT), bankruptcy (e.g. AT, EL, HR, NL, SK) and failure to meet the creditworthiness obligation (e.g. BG, UK), as well as, in some instances, loss of the necessary licenses (e.g. EL, HU, NL, PL, RO). Often a difference is made between the possibilities for the TSO to terminate the contract and the ones for the Network User to terminate (e.g. HR, HU, IE, IT).

Only in few contracts such a termination for cause occurs with immediate effect. Mostly a prior notice has to be given with a period (e.g. DK, EE, EL, UK) allowing the other party to remedy the default (such periods being very different from 2 business days up to 35 days). If the breach is not remedied within this timeframe, the other party may then terminate the contract without additional notice period.

The choice for defined or undefined period contracts depends on the TSO's overall business model and contractual framework. In case of contracts without term, it is national law that defines the possibilities of termination and the applicable notice periods. The conditions for a termination for cause (cases of termination, duration of notice period) also depend on certain national law elements (e.g. licenses terms and conditions) and are strongly influenced by the capacity of the TSO to face, during a shorter or longer period of time, breaches of contract by the Network Users. This provision, is therefore affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&CS, ETC.)

	Ordinary termination ¹⁸⁷			
	Contract with a defined term		Contract for an undefined period	
	With automatic renewal [yes/no]	Notice period in order to avoid renewal	Can be terminated at any time [yes/no]	Notice period
AT (TAG)	No ¹⁸⁸	[not applicable]	[not applicable]	[not applicable]
AT (CGA) ¹⁸⁹	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]	[not mentioned in the clause]
BE	[not applicable]	[not applicable]	Yes ¹⁹⁰	[not mentioned in the clause]

¹⁸⁷ When information is cited in the column "contract with a defined term" it shall mean that the TSO's contract has a defined term whereas as an undefined term when the relevant column is completed. For ex. In the case of BG, the contract has a defined term but no information is included in the relevant provision replying to the question whether the contract can be automatically renewed. When no precision is provided then reference is made to transport contracts corresponding to capacity products and services, otherwise the contract type is specified in the footnote.

¹⁸⁸ Article XIX of the Annex 1 of the Capacity Contract General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH.

¹⁸⁹ Article XIX of the Annex 1 of the General Terms and Conditions for Transmission Network Access of GAS CONNECT AUSTRIA GmbH provides information on the Termination with good cause.

¹⁹⁰ Article 15 of the Standard Transmission Agreement.

	Ordinary termination ¹⁸⁷			
	Contract with a defined term		Contract for an undefined period	
	With automatic renewal [yes/no]	Notice period in order to avoid renewal	Can be terminated at any time [yes/no]	Notice period
BG	[not mentioned in the clause] ¹⁹¹	[not mentioned in the clause]	[not applicable]	[not applicable]
CZ	[not applicable]	[not applicable]	[not mentioned in the clause] ¹⁹²	[not mentioned in the clause]
DE	[not mentioned in the clause] but contract term determined by booked standard capacity product ¹⁹³	[not mentioned in the clause] therefore no automatic renewal	[not applicable]	[not applicable]
DK	[not applicable]	[not applicable]	Yes ¹⁹⁴	Notice period = longest of the Network User's valid agreements with consumers plus at least two Months to expire at the end of a Month
EE	[not applicable]	[not applicable]	Yes ¹⁹⁵ (The market participant has the right to terminate the	30 days ¹⁹⁶

¹⁹¹ Article 3 of the Transport Contract.

¹⁹² Article VII of the General Gas Transmission Contract.

¹⁹³ General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

¹⁹⁴ Appendix 1 of the Shipper Framework Agreement between the Shipper and Energinet.dk.

¹⁹⁵ Article 10 of the Transmission System Operator's Gas transmission contract.

¹⁹⁶ Article 10.4. of the Transmission System Operator's Gas transmission contract.

	Ordinary termination ¹⁸⁷			
	Contract with a defined term		Contract for an undefined period	
	With automatic renewal [yes/no]	Notice period in order to avoid renewal	Can be terminated at any time [yes/no]	Notice period
			Contract at any time, informing the TSO)	
EL	[not applicable]	[not applicable]	Yes ¹⁹⁷	Termination notice becomes effective upon submission to the counterparty
ES	[not mentioned in the clause] ¹⁹⁸	[not mentioned in the clause]	[not applicable]	[not applicable]
FI	[no information received]			
FR (GRT-gaz and TIGF)	No ¹⁹⁹	[not applicable]	[not applicable]	[not applicable]
HR	[not mentioned in the clause] ²⁰⁰	[not mentioned in the clause]	[not applicable]	[not applicable]
HU ²⁰¹	No	[not applicable]	Contracts for an undefined period also possible in certain cases, Yes ²⁰²	30 days

¹⁹⁷Article 10 of the Gas Transmission Agreement.

¹⁹⁸ NGTS-03 Programaciones = Normas de Gestion.

¹⁹⁹ Article 18 of the General Terms and Conditions of the Transmission contract.

²⁰⁰ Provisions about the term and termination are not mentioned in the contractual documents but in the Transmission System Network Code.

²⁰¹ Article 2.6. of the General Conditions of contract regarding network usage contracts.

²⁰² Article 2.6.2 of the General Conditions of contract regarding network usage contracts.

	Ordinary termination ¹⁸⁷			
	Contract with a defined term		Contract for an undefined period	
	With automatic renewal [yes/no]	Notice period in order to avoid renewal	Can be terminated at any time [yes/no]	Notice period
IE ²⁰³	[not applicable]	[not applicable]	Yes	[not mentioned in the clause]
IT	No	[not applicable]	[not applicable]	[not applicable]
LT	[not applicable]	[not applicable]	Yes ²⁰⁴	[not mentioned in the clause]
LU	[no information received]			
LV	[no information received]			
NL	[not mentioned in the clause] ²⁰⁵	[not mentioned in the clause]	[not applicable]	[not applicable]
PL	[not applicable]	[not applicable]	Yes ²⁰⁶	With effect as of the end of the gas year, provided that the termination notice is served by 1 March of the gas year
PT	[no information received]			
RO ²⁰⁷	[not mentioned in the clause]	[not mentioned in the clause]	[not applicable]	[not applicable]
SE	[no information received]			
SI	No	[not applicable]	No (as long as capacities are booked)	[not applicable]

²⁰³ Provisions about the term and termination are not mentioned in the contractual documents but in the Code of Operations.

²⁰⁴ Article 11.3 of the Agreement for Transport of Gas making a reference to the procedure set out in legislation, the Access Rules and the Balancing rules.

²⁰⁵ Several Articles, f.i.: Article 6 of the Transmission service conditions – GT&C concerning the transmission of gas.

²⁰⁶ General Terms and conditions of the Transmission contract.

²⁰⁷ Provisions about the term and termination are not mentioned in the contractual documents but in the Network Code.

	Ordinary termination ¹⁸⁷			
	Contract with a defined term		Contract for an undefined period	
	With automatic renewal [yes/no]	Notice period in order to avoid renewal	Can be terminated at any time [yes/no]	Notice period
SK	No ²⁰⁸	[not applicable]	[not applicable]	[not applicable]
UK (IUK) ²⁰⁹	[not applicable]	[not applicable]	Yes	Reasonable notice and not less than 3 months.
UK (NG) ²¹⁰	[not applicable]	[not applicable]	Yes	5 business days after satisfaction of discontinuance requirements
UK (PTL) ²¹¹	[not applicable]	[not applicable]	Yes	<p>A Network User may submit an application to terminate its Accession Agreement by giving not less than 35 Business Days written notice at any time.</p> <p>The Network User must comply with the requirements outlined by the TSO before the termination of its Accession Agreement may take effect.</p>

²⁰⁸ Framework Contract.

²⁰⁹ IUK Access Agreement.

²¹⁰ Uniform Network Code.

²¹¹ Accession Agreement.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
AT (TAG) 212	<p>Termination for good cause: Severe breach of contract, bankruptcy, default of payment, non-institution of insolvency proceedings for lack of assets to cover costs²¹³.</p> <p>The Frame Day-Ahead and Within-Day Capacity contract also foresees a termination:</p> <p>a) By the Network User at any time before the End Date upon written notice of termination sent at least 1 (one) week before termination.</p> <p>b) By the TSO on the 15th of every month. The termination shall come into effect on the last day of the month of the written notice of termination. The Network User has no right to object to this early termination.</p>	Yes	In writing (for the Frame contract)
AT (GCA) ²¹⁴	Termination of capacity contracts for good cause: Severe breach of contract, bankruptcy, default of payment, non-institution of insolvency proceedings for lack of assets to cover costs.	Yes	[not mentioned in the clause]
BE ²¹⁵	Not for the entire contract but for the services:	[not mentioned in the clause]	Yes, 6 months prior notice in writing

²¹² Article 10.5 of the Frame Day-Ahead and Within-Day Capacity Contract.

²¹³ Article XIX of the Annex 1 to the Capacity Contract General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH.

²¹⁴ Article XIX, Annex 1 of the General Terms and Conditions for Transmission Network Access of GAS CONNECT AUSTRIA GmbH.

²¹⁵ Article 16.3 of the Standard Transmission Agreement.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - Services contracted for determined term (Article 16.3, STA) : <ul style="list-style-type: none"> o with a remaining duration equal to or less than one (1) year : at any time subject to prior written notice and payment to the TSO of a termination indemnity corresponding to 100%. o with a remaining duration exceeding one (1) year: at any time subject to prior written notice and payment to the TSO of a termination indemnity corresponding to 95%. - Services contracted for an undetermined term: at any time subject to six (6) Months' prior written notice to the TSO. 		
BG ²¹⁶	<ul style="list-style-type: none"> - the Network User fails to meet the requirements; - the Network User fails to restore the credit limit <p>When an event of force majeure lasts for 90 days: both parties shall be entitled to terminate the Framework Contract (by submitting a 30-days written notification to the other party).</p>	[not mentioned in the clause]	<ul style="list-style-type: none"> - the Operator shall have the right to stop accepting any natural gas for transmission and terminate the Framework Contract by means of a unilateral written notice to the User²¹⁷. - Termination of this Contract by the non-defaulting party in the event of default of any of the

²¹⁶ Article 8.3 of the Transport Contract 07/2017.

²¹⁷ Article 7.15. of the Transport Contract 07/2017.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
			Parties by a 30 day written notice submitted to the defaulting party ²¹⁸ . - For force majeure: 30 days written prior notice ²¹⁹
CZ ²²⁰	The Network User fails to pay its financial debts for more than 14 calendar days ²²¹	No (effective 7 th calendar day) ²²²	Electronically and in writing ²²³
DE	<ul style="list-style-type: none"> - for good cause ("wichtiger Grund") - serious, repeated breach of material contractual obligations - failure of the Network User to promptly meet its obligation to provide a deposit or make advance payment²²⁴ - in cases of suspension or amendment of contractual obligations or increase of applicable tariffs above CPI or amendment of technical 	<p>Yes</p> <p>In case of suspension or amendment of contractual obligations or increase of applicable tariffs or amendment of technical requirements, termination shall take effect on the effective date of the amendments to the contracts concerned²²⁶.</p>	Text form (e.g. email) ²²⁷ , notice period depending on cause of termination ²²⁸

²¹⁸ Article 3.1. b) of the Transport Contract 02/2017.

²¹⁹ Article 16.4 of the Transport Contract 02/2017.

²²⁰ Not mentioned in the contractual documents but in the Network Code.

²²¹ Article 12.16. of the Network Code.

²²² Article 12.16. of the Network Code.

²²³ Article 12.16. of the Network Code.

²²⁴ Section 37 of the General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

²²⁶ Sections 20, 25, 41 of the General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

²²⁷ Sections 43 of the General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

²²⁸ Sections 20, 25, 41 of the General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	requirements by the TSO the Network User has the right to terminate the contract upon prior notice ²²⁵		
DK ²²⁹	<ul style="list-style-type: none"> - extended Force Majeure - failure to provide financial security - breach of agreement 	Yes	Prior notifications of the circumstances but in case these circumstances remain/are not remedied, termination can be notified without additional notice period.
EE ²³⁰	<ul style="list-style-type: none"> - when the contract or the standard terms and conditions are amended by the TSO, the market participant has the right to terminate the contract; - material breach; - the market participant at any time. 	[not mentioned in the clause]	In writing at least 30 days in advance.
EL ²³¹	<ul style="list-style-type: none"> - either Party is wound up, declared bankrupt, under liquidation, mandatory administration, payments cessation, and in case of revocation of the permits and licenses; - force majeure event lasting for more than six (6) months; 	Yes ²³²	The termination notice is in writing and shall become effective upon submission to the counterparty ²³³ .

²²⁵ Sections 20, 25, 41 of the General Terms & Conditions for Entry/Exit Contracts (entry/exit system).

²²⁹ Article 14 Appendix 2: Shipper Framework Agreement between the Shipper and Energinet.dk.

²³⁰ Article 10 of the Transmission System Operator's Gas transmission contract.

²³¹ Articles 4, 8 and 10 of the Gas Transmission Agreement.

²³² Article 10 of the Gas Transmission Agreement.

²³³ Article 10 of the Gas Transmission Agreement.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - Non-fulfilment of Parties obligations (i.e. fails to fulfil payment obligations and/or fails to provide financial guarantees). - fails to fulfil any other material obligation 		
ES ²³⁴	<ul style="list-style-type: none"> - serious or repeated non-compliance with the obligations under the contract - for causes specified in current legislation 	No ²³⁵	[not mentioned in the clause]
FI	[no information received]		
FR (GRT-gaz) ²³⁶	<ul style="list-style-type: none"> - Material breach or repeated breach by either of the Parties of their obligations under the Contract. - Amendment: If the Parties fail to reach an agreement within thirty (30) days of the publication of the new contractual terms and conditions, the Parties shall submit the dispute to the competent jurisdiction in compliance with Clause 23. In any case, either Party may terminate the Contract. (only for the Network User; only in case of "justified disbalance" or "prejudicial reconsideration, duly justified, of rights and obligations" created by the amendment) 	[not mentioned in the clause] ²³⁷	<ul style="list-style-type: none"> - Material breach: after giving notice to remedy or cure the default(s) remaining without effect after a (30) thirty day period from the issuance of the said notice. - Amendment: without notice²³⁸.

²³⁴ NGTS-03 Programaciones = Normas de Gestion.

²³⁵ NGTS-03 Programaciones = Normas de Gestion.

²³⁶ Article 18 of the General Terms and Conditions of the Transmission contract.

²³⁷ Article 18 of the General Terms and Conditions of the Transmission contract.

²³⁸ Article 18 of the General Terms and Conditions of the Transmission contract.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
FR(TIGF) ²³⁹	<ul style="list-style-type: none"> - serious breach - revision of the contract 	Revision of the contract: no immediate effect ²⁴⁰ .	Formal written notice sent via registered post with acknowledgement of receipt/15 days to remedy – if no remedy, termination by letter with acknowledgement of receipt ²⁴¹ .
HR ²⁴²	<ul style="list-style-type: none"> - Each party in case of non-fulfilment by the other party of the obligations under the contract²⁴³. - TSO in case of: <ul style="list-style-type: none"> • non-payment of the fees • non-compliance with the financial security obligations²⁴⁴ (the means of payment security) • bankruptcy or similar situations - the Network User to terminate the contracts before term: <ul style="list-style-type: none"> • For short-term and annual contracts • For multi-annual contracts 	No	<p>Written notice with different remedy periods.</p> <p>If not remedied, possibility to terminate without further notice period.</p> <ul style="list-style-type: none"> - For short-term and annual contracts 30 days written notice - For multi-annual contracts written notice 6 months prior to the commencement of the following gas year
HU ²⁴⁵	The Contract shall be terminated	At the date of entry into effect of the Authority's relevant decision.	30-day notice period

²³⁹ Article 22 of the General Terms and Conditions of the Transmission contract.

²⁴⁰ Article 22 of the General Terms and Conditions of the Transmission contract.

²⁴¹ Several articles of the General Terms and Conditions of the Transmission contract.

²⁴² Provisions about the term and termination are not mentioned in the contractual documents but in the Transmission System Network Code.

²⁴³ Article 3 of the Contract for Gas Transmission.

²⁴⁴ Various articles of the Rules on the organization of the gas market.

²⁴⁵ Articles 2.6. and 12.3.2. of the General Conditions of contract regarding network usage contracts.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - if either Contracting Party is terminated without a legal successor, - if the operating license of the Network User is suspended or withdrawn by the Authority <p>By the TSO, in cases of breach of contract by the Network User, especially</p> <ul style="list-style-type: none"> - non-fulfilment with the securities obligations - non-payment of debts <p>By the Network User in case of breach of contract by the TSO.</p>		
IE ²⁴⁶	<p>By the TSO:</p> <ul style="list-style-type: none"> - in the event that the Network User is in material breach of any of its obligations - non-payment of due debts - in the event that a Network User fails to provide or maintain financial security <p>By the Network User in case of material breach by the TSO.</p>	[not mentioned in the clause]	<p>Notice period defined by the TSO, but not less than 3 business days, ten business days or 21 days, depending on the circumstances.</p> <p>Notice period defined by the Network User, but not less than 21 days</p>
IT ²⁴⁷	By the TSO in case of:	[not mentioned in the clause]	Written communication to the

²⁴⁶ Provisions about the term and termination are not mentioned in the contractual documents but in the Code of Operations.

²⁴⁷ Provisions about termination are not mentioned in the contractual documents but in the Network Code.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - conviction of the Network User for money-laundering or terrorist financing offences - loss of Network User's access requirements; - the Network User's bankruptcy; - non-payment; - improper use of the information system; - not respecting one of the commitments assumed by the Network User 		Network User, as provided for by Article 1456 of the Italian Civil Code.
LT ²⁴⁸	<p>By the TSO:²⁴⁹</p> <ul style="list-style-type: none"> - the Network User is a threat to human life, health or property; - threat of accident or to the transmission system safety and reliability due to actions of the Network User; - accident or emergency situation making transmission services impossible; - termination or restriction of gas supply; - threat to the transmission system due to imbalance by the Network User; - the Network User disturbs and makes negative influence on gas quality by its actions or lack of actions; - it is necessary to perform works of gas system connection or repair; 	Yes	No 5 days prior notice in writing

²⁴⁸ Provisions about termination are not mentioned in the contractual documents but in the Rules for Access.

²⁴⁹ In all these situations the TSO has the right to terminate the transmission services, but not the contract as such.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - the Network User does not grant access to install, supervise or change gas metering equipment or to record its readings; - the Network User fails to pay due debts - in other cases determined by the laws 		
LU	[no information received]		
LV	[no information received]		
NL ²⁵⁰	Each party if: <ul style="list-style-type: none"> - other party is declared bankrupt or similar situations; - loss of license - fails to fulfil payment obligations - fails to fulfil any other material obligation - not provide financial securities 	Yes Yes No (unless it is clear that summoning is to no avail) No (unless it is clear that summoning is to no avail) No (unless it is clear that summoning is to no avail)	Summons by registered letter to remedy within reasonable period of time (5 days in case of financial securities, 10 days to remedy payment obligation)
PL ²⁵¹	<ul style="list-style-type: none"> - at any time by written agreement of the Parties; - on the date of expiry of legally required licenses or withdrawal of such licenses; - expiry of the concession; By the Network User in case of:	[not mentioned in the clause]	

²⁵⁰ Article 5.12.2 of the Transmission service conditions – GT&C concerning the transmission of gas.

²⁵¹ Article 7 of the GT&Cs of the Transmission contract.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - failure by the TSO to perform the services; - breach by the TSO of any material provisions; - refusal to accept changes to the Network Code <p>By the TSO in case of:</p> <ul style="list-style-type: none"> - payment default; - non-compliance with financial security obligations; - failure to observe the gas curtailment measures; - not had an active capacity allocation (PP) or transmission ability allocation (PZ) for a period longer than one (1) year; - breach of any material provisions 		<p>One month prior notice</p> <p>One month prior notice</p>
PT	[no information received]		
RO ²⁵²	<ul style="list-style-type: none"> - in case of non-compliance with one of the requirements established by the Network Code; - in case of voluntary return of total approved capacity, as established by the Network Code; - in case of mandatory transfer of total approved capacity, as established by the Network Code; 	No	Prior written notice of at least one working day.

²⁵² Provisions about the term and termination are not mentioned in the contractual documents but in the Network Code.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	<ul style="list-style-type: none"> - in case of its bankruptcy, liquidation or license withdrawal; - in case of a force majeure event. 		
SE	[no information received]		
SI	No	[not applicable]	[not applicable]
SK ²⁵³	<p>By the TSO in case of:</p> <ul style="list-style-type: none"> - the Network User seriously or regularly violates the provisions of the contract; - bankruptcy or similar; - the conduct by the Network User threatens or might threaten network safety, environment or human life and health; - failure provide the financial guarantee; - intentionally submitted false information and/or documents. <p>By the Network User in case TSO failed to provide, to a material extent, transmission capacity and/or failed to carry out transmission of gas (material breach of contractual obligations).</p>	Yes (when the TSO has the right to early terminate a contract)	<p>[not mentioned in the clause]</p> <p>1 month prior notice</p>
UK (IUK) ²⁵⁴	<ul style="list-style-type: none"> - insolvency 	<p>Yes</p> <p>No</p>	<p>Written notice</p> <p>Written notice</p>

²⁵³ Provisions about termination are not mentioned in the contractual documents but in the Operational Order.

²⁵⁴ Articles 6.4 and 6.5. of the IUK Access Agreement.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
	By the TSO in case the Network User's access has been suspended for more than 3 months as a consequence of: <ul style="list-style-type: none"> - non-payment of due amounts - material breach not remedied within 3 days - warranty or representation is untrue or misleading - financial security obligations are not met 		
UK (NG) ²⁵⁵	By the TSO, in case of: <ul style="list-style-type: none"> - non-payment of due amounts; - material breach not remedied within 14 days - insolvency - license is revoked 	No	Written notice
UK (PTL) ²⁵⁶	By the TSO in case of: <ul style="list-style-type: none"> - payment default - failed to submit a nomination or trade nomination for a period exceeding 12 months; - ceases to hold a valid license; By either party in case of material breach	No	Within 2 business days of a default occurring, the TSO shall convene a meeting of the Credit Committee and asking for directions regarding the default. Where, within 15 business days, the Credit Committee has failed to decide directions, the TSO shall be entitled, with the Authority's consent, to terminate the contract by written notice.

²⁵⁵ Provisions about termination are mentioned in the Uniform Network Code, which is the contractual document.

²⁵⁶ Provisions about termination are not mentioned in the contractual documents but in the Transportation Code.

	Early termination		
	In which situations? [Severe breach, bankruptcy/insolvency, failure to pay or without cause]	With Immediate effect [yes/no]	Prior notification [form/timing]
			Notice with period of not less than 30 days to remedy the breach.

20. *APPLICABLE LAW*

1.1. OBJECT

This provision expressly sets out what the applicable law(s) of the contractual agreement will be.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR DIFFERENCES

Some contracts contain no express stipulations vis-à-vis national or EU law, in which case both would be presumed to apply. However, for those that do contain stipulations, they generally stipulate that the relevant national legislation of the respective countries will apply.

Capacity allocation contracts remain quite closely linked to the national rules governing the gas markets. In order to ensure consistency with those rules, the contracts are subject to the various national laws. In our opinion, the application of the national law automatically implies the relevant EU pieces of legislation, which, once enforceable, becomes an integral part of the national laws.

There cannot be any prevalence of any of the national laws compared to any other national law. This provision in terms of identifying the applicable law to the contract is affected by fundamental differences in principles of national law or jurisprudence.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&CS, ETC.)

Reference to national law	All TSOs
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21. JURISDICTION

1.1. OBJECT

This Clause governs dispute resolution by setting out what jurisdiction is competent in case of litigation or by defining ADR mechanisms.

1.2. SIMILARITIES, DIFFERENCES AND REASONS FOR SUCH DIFFERENCES

There are two major trends as regards the jurisdiction clause (either provided for in the contract or set forth by the national network code or other legal/regulatory text): either state courts or arbitration.

According to many contracts the parties shall try to find an amicable solution before a court/arbitration procedure is started.

In case the state courts are defined as competent, it is not always explained if there is an exclusive competence or not. Sometimes a specific court within the country has exclusive jurisdiction (such as contracts from TSOs in BE, EL, FR-TIGF).

The language of the procedure will depend from one country to another.

In case of arbitration, the clause further specifies the elements of the arbitration procedure (seat, language, procedural aspects, award...). Five contracts (both TSO's of AT, BE, IUK from UK and CZ TSO) refer to ICC arbitration rules.

In one case (BE TSO), the party that files the claim has the possibility to opt between arbitration or state courts. And in one other contract (EL TSO) state courts intervene in case the dispute could not be settled under arbitration.

State courts and arbitration are both commonly accepted dispute resolution mechanisms. TSO's freely choose for either method, based on advantages and disadvantages the TSO expects or has experienced.

The judicial organization of the countries (including the general competence of the courts or exclusive competence of a specific court) and the admissibility of arbitration, represent by definition matters of principles of national law. This provision is affected by fundamental differences in principles of national law or jurisprudence except as the case may be for introducing a pre-amicable solution tentative before starting a court/arbitration procedure.

1.3. TABLE OF MAIN SIMILARITIES / DIFFERENCES PER COUNTRY MENTIONED IN CONTRACTUAL DOCUMENTATION (CONTRACTS, GT&Cs, ETC.)

Dispute resolution mechanisms	Countries
State Courts	BE, BG, CZ, DE, EE, EL, ES, FR, HR ²⁵⁷ , HU ²⁵⁸ , IE ²⁵⁹ , IT ²⁶⁰ , NL, PL, RO, SI, UK (PTL ²⁶¹ , NG ²⁶²), IE
Particular court specified	BE, EL, FR (TIGF), HR, IT, SI
Arbitration	AT, BE, EL, DK, ES, IE, IT ²⁴⁴ , SK, UK (IUK), CZ
ICC International Arbitration Rules	AT, BE, UK (IUK), CZ
Possibility for the most diligent party to choose between arbitration or State courts	BE
State courts in case the dispute cannot be resolved by arbitration	EL
Partly governed by national law by reference in the contract	LT ²⁶³
Expert Determination	UK (for specified issues)
Requirement of an attempt to reach an 'amicable settlement'	BE, BG, FR, DK, EL, HU, IE, RO, SK, UK, PL ²⁶⁴ , LT
Possibility to file a complaint to a governmental agency or regulator prior to a court	AT, IE, FR

²⁵⁷ HR: The jurisdiction clause is not included in the contractual documents but in the Transmission System Network Code.

²⁵⁸ HU: The jurisdiction clause is not included in the contractual documents but in the Business Code.

²⁵⁹ IE: The jurisdiction clause is not included in the contractual documents but in the Code of Operations.

²⁶⁰ IT: The mechanisms represent alternative ways of resolving disputes to be chosen by the involved parties. All provisions are set forth by SNAM Rete Gas Network Code.

²⁶¹ UK (PTL): The jurisdiction clause is not included in the contractual documents but in the Transportation Code.

²⁶² UK (NG): The jurisdiction clause is not included in the contractual documents but in the Uniform Network Code.

²⁶³ LT: Not mentioned in the contractual documents but in the Rules for Access.

²⁶⁴ PL: applied to disputes related to invoices.

Dispute resolution mechanisms	Countries
Possibility to initiate non binding dispute settlement procedure with the national regulatory authority	AT
No information provided	LU, LV, PT, SE