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## **Connection Code Gas TSO**

### **Valid from 12-05-2016 to present**

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Decision of the Dutch Authority for Consumers and Markets of 21 April 2016, reference ACM/DE/2016/202158, adopting the conditions referred to in article 12b of the Dutch Gas Act (Connection Code Gas TSO)

The Dutch Authority for Consumers and Markets,

In view of article 12f, paragraph 1 of the Dutch Gas Act;

Decision:

#### **1. General provisions**

##### **1.1. Scope and definitions**

###### **1.1.1**

This Connection Code Gas TSO contains the conditions relating to the way in which the network operator of the national grid and a directly connected party allow the connection and the national grid to be, and continue to be, technically and operationally compatible, such that the directly connected party's gas equipment is, and remains, safely connected to the national grid, and the gas in the connection, pursuant to the Metering Code Gas TSO, can be measured and withdrawn from the national grid in a controlled manner. This Connection Code Gas TSO aims to guarantee the safety, efficiency and reliability of the connection and to spare the environment.

###### **1.1.2**

Terms that are defined in the Dutch Gas Act or the Definitions Code Gas have the meaning defined in the Dutch Gas Act or the Definitions Code Gas.

##### **1.2. Supply, connection and transmission agreement**

###### **1.2.1**

The network operator of the national grid shall only provide gas via the connection if such provision is supported by a supply, connection and transmission agreement and a shipper bears programme responsibility.

###### **1.2.2**

If one or more of the agreements referred to in 1.2.1 is (or are) terminated or suspended at any time, without a new supply, connection or transmission agreement being concluded subsequently, the connected party is obliged to inform the network operator of the national grid of this immediately.

###### **1.2.3**

If a supplier is granted suspension of payments or is declared bankrupt and the shipper continues its

programme responsibility temporarily in accordance with article 3.3.6 of the Transmission Code Gas TSO, the connected party is obliged to reimburse the extra costs incurred by the shipper in this context.

## **2. Gas equipment link**

### **2.1**

[No longer applicable]

#### **2.1.1**

The connected party shall ensure that the gas equipment complies (or continues to comply) with the safety conditions laid down under or pursuant to the law, so that the gas equipment will not pose any risk to the undisturbed functioning of the national grid, or to the staff of the network operator of the national grid or to third parties brought in by the network operator of the national grid. In these circumstances, the provisions of 2.1.2 to 2.1.5 are applicable.

#### **2.1.2**

Before a connection is brought into use, the connected party shall show, to the satisfaction of the network operator of the national grid, that the gas equipment complies with the provisions of 2.1.1.

#### **2.1.3**

The connected party is, moreover, obliged to report any adaptations to the gas equipment, such that these may be of significance to the safety or undisturbed functioning of the national grid, to the network operator of the national grid in good time prior to the performance of the adaptation.

#### **2.1.4**

In the event of serious doubt, the connected party shall be able to prove, at any time, at the request and to the satisfaction of the network operator of the national grid, that its gas equipment satisfies the conditions set by or pursuant to 2.1.1, where necessary by providing the network operator of the national grid with all the information relating to the construction and maintenance of the gas equipment. Any costs arising from this shall be payable by the connected party, if it is proved that the gas equipment does not, in fact, satisfy the conditions set by or pursuant to 2.1.1.

#### **2.1.5**

If the connected party does not satisfy the provisions of 2.1.3 and/or 2.1.4, the network operator of the national grid is authorised to inspect (or arrange for a third party to inspect) the gas equipment at the expense of the connected party. If the network operator of the national grid does not feel that the gas equipment, as evidenced by this inspection, satisfies the conditions set by or pursuant to 2.1.1, the connected party is obliged to remedy the defects, at its expense, within the time period and in the manner stated by the network operator of the national grid. Furthermore, the network operator of the national grid is authorised to close the connection. The network operator of the national grid may attach more detailed financial and operational conditions to reversing the measure, relating to the effort it has had to make and the costs it has had to incur related to closing and then reopening the connection point. This measure shall not be withdrawn sooner than after the reason for taking this measure has been taken away and the costs of the measure and of withdrawing the measure have been reimbursed by the connected party to the network operator of the national grid. The network operator of the national grid is, moreover, not obliged to verify, on its own initiative, whether the provisions of 2.1.1 to 2.1.5 inclusive have been satisfied.

### **2.2**

The connected party is responsible for ensuring that gas is not taken off in such a way that the safety and/or efficient and reliable operation of the national grid is endangered or may be endangered. If this kind of situation should occur or might occur, the connected party is obliged to inform the network

operator of the national grid as soon as possible before the situation occurs and to follow the instructions given by the network operator of the national grid regarding this matter.

### **3. Connection**

#### **3.1. Construction of the connection and access**

##### **3.1.0**

The conditions included in this section shall apply as long as the technical conditions relating to the tasks, rights and obligations of the network operator of the national grid and the customer concerning the construction, management and maintenance of the connection have not yet been laid down by the Dutch Authority for Consumers and Markets.

##### **3.1.1**

The accomplishment of the physical connection by the network operator of the national grid takes place on the basis of an agreement to be concluded between the network operator of the national grid and the connected party. The network operator of the national grid shall, within a reasonable period, provide a written explanation of any refusal to accomplish the physical connection. If the connection constructed by the customer satisfies the provisions of article 3.1.5, the gas equipment link satisfies the requirements referred to in article 2.9 and the gas equipment satisfies the requirements referred to under 2.1.1 or the provisions of 2.1.2 are satisfied, the network operator of the national grid shall realize either the physical part of the connection or the entire connection, unless the network operator of the national grid can rely upon article 15 of the Dutch Gas Act.

##### **3.1.2**

The network operator of the national grid and the connected party shall determine, by joint consultation, the period within which realization of the physical part of the connection or the entire connection shall be achieved. The network operator of the national grid and the connected party shall make every effort to obtain the required permits as soon as possible.

##### **3.1.3**

The network operator of the national grid and the connected party shall determine, by joint consultation, the location of the physical connection.

##### **3.1.4**

The connected party shall be responsible for ensuring that access to the connection, as well as to the building or part of the building that houses the measuring and control equipment relating to the connection, is guaranteed towards the network operator of the national grid, insofar as this is required by the network operator of the national grid in order to guarantee the safety of the gas transmission network and the system integrity.

##### **3.1.5**

If the connection is constructed by the customer (excluding the physical connection), the technical requirements that the connection (excluding the physical connection) must satisfy and the technical requirements relating to the management and maintenance of the connection shall be determined in joint consultation between the connected party and the network operator of the national grid. The network operator of the national grid shall not set any unreasonably stringent requirements in this regard. The network operator shall bring the physical connection into use following the inspection and approval by the network operator of the part of the connection that was constructed by the customer. The requirements which must be met by the building or part of the building housing the connection shall also be determined by joint consultation between the connected party and the network operator of the national grid.

##### **3.1.6**

In order to create the connection, the network operator of the national grid shall link pipes to the national grid if the pipes have been lawfully produced or marketed in another member state of the European Union or have been lawfully produced or marketed in a state which is not a member state of the European Union, but which is party to a Treaty to that effect (or partly to that effect) that binds the Netherlands, and that satisfy requirements offering a level of protection that is at least equivalent to the level that is striven for with the technical requirements referred to in 3.1.5.

## 3.2. Supply pressure

### 3.2.1

The network operator of the national grid and the connected party shall determine, by joint consultation, the supply pressure. The network operator of the national grid shall make the gas available at the agreed supply pressure at the gas transfer point, without prejudice to the provisions of 6.1.4.

### 3.2.2

If the connected party wishes to change the supply pressure agreed pursuant to 3.2.1, it shall consult the network operator of the national grid about this in good time. Based on data provided by the connected party, the network operator of the national grid shall consider the possibility of implementing a different supply pressure. The connected party's request shall not be refused on unreasonable grounds by the network operator of the national grid. The network operator of the national grid may agree more detailed financial and operational conditions with the connected party related to the amended supply pressure.

### 3.2.3

If the network operator of the national grid or the connected party should determine that the gas at the gas transfer point has not been made available at the agreed supply pressure, the network operator of the national grid and the connected party shall inform each other of this as soon as possible.

## 3.3. Gas quality

### 3.3.1

If the connected party has a connection at a section of the national grid that transports H-gas, the gas quality at the gas transfer point shall satisfy the following conditions:

Gas quality	Minimum	Maximum	Unit
Wobbe index (*)	47	57,5	MJ/m <sup>3</sup> (n)
Oxygen content	–	0,5	mol%
Anorganically bound sulphur in H <sub>2</sub> S (**)	–	5	mg/m <sup>3</sup> (n)
Alkylthiols S-content (**)	–	16	mg/m <sup>3</sup> (n)
Total sulphur content (**)	–	45	mg/m <sup>3</sup> (n)
Water dew point	–	-8	°C at supplied pressure
Condensate dew point	–	-2	°C at supplied pressure

\* Excluding the measuring and control inaccuracy of the blending stations.

\*\* Before the gas has been odorised.

### 3.3.2

If the connected party has a connection at a section of the national grid that transports G-gas, the gas quality at the gas transfer point shall satisfy the following conditions:

Gas quality	Minimum	Maximum	Unit
Wobbe index (*)	43,44	47,11	MJ/m <sup>3</sup> (n)
Oxygen content	–	0,5	mol%
Anorganically bound sulphur in H <sub>2</sub> S (**)	–	5	mg/m <sup>3</sup> (n)
Alkylthiols S-content (**)	–	10	mg/m <sup>3</sup> (n)
Total sulphur content (**)	–	45	mg/m <sup>3</sup> (n)
The gas is provided technically free from liquid substance or matter.			

\* Excluding the measuring and control inaccuracy of the blending stations.

\*\* Before the gas has been odorised.

### 3.3.3

If the connected party has a connection to a section of the national grid that transports H-gas, the network operator of the national grid and the connected party may, if and insofar research performed by the network operator of the national grid has shown this is possible, make further agreements about the Wobbe index and the other quality parameters within the bandwidths shown in 3.3.1. The network operator of the national grid may agree further more detailed financial and operational conditions with the connected party related to the more detailed agreements about the Wobbe index and other quality parameters.

### 3.3.4

Part of the gas quality shall also include making gas available in an odorised state, unless agreed otherwise. The gas is deemed to be sufficiently odorised if at least 10 mg/m<sup>3</sup>(n) THT is present in the gas at the gas transfer point.

### 3.3.5

If the network operator of the national grid or the connected party should determine that the gas at the gas transfer point does not fulfil the (agreed) gas quality, the network operator of the national grid and the connected party shall inform each other of this as soon as possible.

### **3.4. Capacity**

#### **3.4.1**

The contractual capacity of the connection, being the maximum quantity of gas made available per hour, shall be determined jointly by the network operator of the national grid and the connected party on the basis of information supplied by the connected party.

#### **3.4.2**

If the connected party seeks a change to the capacity laid down pursuant to 3.4.1, it shall consult the network operator of the national grid about this in good time. Based on data provided by the connected party, among other things, the network operator of the national grid shall consider the possibility of achieving the desired capacity. The connected party's request shall not be refused on unreasonable grounds by the network operator of the national grid. The network operator of the national grid may agree more detailed financial and operational conditions with the connected party related to the amended capacity.

#### **3.4.3**

The connected party shall not exceed the laid down capacity, unless the capacity overshoot is the direct consequence of work as described in 6.1.2 and 6.1.4. If the connected party exceeds the laid down capacity, this may lead to capacity not being supplied or not being supplied at the agreed supply pressure. Moreover, each capacity overshoot is considered to be the type of situation as referred to in 2.2 and the connected party is obliged to inform the network operator of the national grid as soon as reasonably possible prior to the occurrence of the situation and to follow the instructions given by the network operator of the national grid regarding this matter. In such situations, the network operator of the national grid may require the laid down capacity to be adjusted (to the actual situation) and may agree financial and operational conditions with the connected party related to the amended capacity.

### **3.5. Management**

#### **3.5.1**

Provided that the technical conditions relating to the tasks, rights and obligations of the network operator of the national grid and the customer concerning the construction, management and maintenance of the connection have not yet been laid down by the Dutch Authority for Consumers and Markets, the physical connection as part of the connection shall be maintained, relocated, adapted or removed by, or on the instructions of, the network operator of the national grid. 'Maintaining' means, among other things, inspecting, repairing, testing and replacing the physical connection. The connected party is not permitted to perform actions (or instruct others to perform actions) affecting the physical connection without the express permission of the network operator of the national grid.

#### **3.5.2**

Provided that the technical conditions relating to the tasks, rights and obligations of the network operator of the national grid and the customer concerning the construction, management and maintenance of the connection have not yet been laid down by the Dutch Authority for Consumers and Markets, the network operator of the national grid alone, or individuals it authorises, shall be competent to set up, adjust, repair (etc.) the equipment of the physical connection.

#### **3.5.3**

In the event of an incident (or imminent incident), the connected party shall make immediate contact with the network operator of the national grid and shall follow the instructions of the network operator of the national grid regarding use of the connection.

#### **3.6**

The gas transfer point is the physical connection between, on the one hand, the national grid and, on the other hand, the connected party's installation, or between, on the one hand, the national grid and, on the other hand, the connected party's connection, where the gas leaves the national grid; this connection point lies (seen from the point of view of the national grid) one meter behind the insulation sleeve of the connection, unless the network operator of the national grid and the relevant connected party have agreed otherwise or – if the network operator does not control the connection – at a connection point agreed jointly between the network operator and the connected party.

#### **4. Connection location**

##### **4.1**

Measuring and control equipment is located in a building or part of a building made available by the connected party. Maintenance, cleaning and adaptation of this building and the land where the connection is situated is carried out by the connected party in accordance with the requirements set by the network operator of the national grid. All items installed in, on or at the building by the connected party – including hoists and lighting – irrespective of whether these items were installed on the instructions of or at the request of the network operator of the national grid, apart from the connection itself, shall form part of the building.

##### **4.2**

Costs relating to the construction and maintenance of appropriate electrical facilities, which comply with the relevant safety standards, as well as to the use of electricity and water for the benefit of the building and the measuring and control equipment located therein, are payable by the connected party.

##### **4.3**

[No longer applicable]

##### **4.4**

In order to guarantee that work is performed safely, the connected party shall only carry out work on the building in consultation with the network operator of the national grid.

#### **5. Measuring and control**

##### **5.1**

Connection gas measurement is performed by the network operator of the national grid pursuant to the Metering Code Gas TSO.

##### **5.2**

If the connected party wants more connection gas measurements than provided for in the Metering Code Gas TSO, the network operator of the national grid shall, if and insofar as this is reasonably possible, comply with this request. In these circumstances, the network operator of the national grid may agree more detailed financial and operational conditions with the connected party related to the additional measurements.

##### **5.3**

Minimum measuring capacity, i.e. the capacity at which the lower limit of the measuring range of the measuring and control equipment is reached, is specified on the basis of data supplied by the connected party to the network operator of the national grid. If the connected party seeks a change to the minimum measuring capacity specified, it shall consult the network operator of the national grid about this in good time. Based on data provided by the connected party, the network operator of the national grid shall consider the possibility of achieving the desired minimum measuring capacity. An

amended minimum measuring capacity shall be specified by the network operator of the national grid and the connected party. The network operator of the national grid may agree more detailed financial conditions with the connected party related to the amended minimum measuring capacity.

#### **5.4**

The connected party shall ensure that the quantity of gas taken off will not, structurally and/or systematically, fall within the capacity range between nil and the minimum measuring capacity and shall take such measures to guarantee that the measuring and control equipment is used properly. If this type of capacity undershoot situation occurs or may occur, the connected party is obliged to inform the network operator of the national grid in good time, as far as possible, prior to the occurrence of the situation and to follow the instructions given by the network operator of the national grid regarding this matter. Moreover, the connected party is obliged, if and insofar as it falls below, structurally and/or systematically, the agreed minimum measuring capacity, to consult the network operator of the national grid about a lower minimum measuring capacity. Based on data provided by the relevant connected party, the network operator of the national grid shall consider the possibility of achieving a lower minimum measuring capacity. An amended minimum measuring capacity shall be specified by the network operator of the national grid and the connected party. The network operator of the national grid may agree more detailed financial conditions with the connected party related to the amended minimum measuring capacity.

#### **5.5**

If the connected party has well-founded reasons for believing that the measuring and control equipment is not functioning correctly or is showing a deviation, the network operator of the national grid shall check the measuring and control equipment and, if necessary, take action (adjust the equipment) pursuant to the provisions of the Metering Code Gas TSO. The costs relating to this are payable by the network operator of the national grid unless any confirmed inaccuracy does not exceed the permitted deviations, as defined in the Metering Code Gas TSO, in which case the costs are payable by the connected party.

#### **5.6**

If it is found that the measuring and control equipment is not functioning accurately, but it is not possible to determine when the equipment started to give inaccurate readings, the date at which it started to give inaccurate readings is deemed to be halfway between the date on which the inaccurate readings were detected and the date when the measuring and control equipment was last checked and all parties were in agreement. The date on which it was established that the equipment was malfunctioning is deemed to be the date on which the check was performed which showed, pursuant to 5.5, that it was malfunctioning. The error made by the measuring and control equipment during the period between the date on which it started malfunctioning, or was deemed to have started malfunctioning, and the date on which the meter was functioning properly again, shall be estimated by the network operator of the national grid in consultation with the connected party. The error shall not be expressed as hourly corrections but as one total volume correction. However, correction shall only take place in respect of a period of time, as stipulated in B4.4 of the Allocation Code Gas, prior to the date on which the malfunctioning was established, plus the number of days between the date on which the malfunctioning was established and the date on which the meter was functioning properly again.

### **6. Cooperation**

#### **6.1. Work**

##### **6.1.1**

The network operator of the national grid and the connected party shall, at all times, exchange sufficient information and take sufficient measures, so that the work performed on bringing the connection, the gas equipment and/or the national grid (or parts thereof) into or out of operation and/or the telecommunication provisions related to this work, are coordinated such that any disruption to the normal gas service is kept to a minimum.



### **6.1.2**

Where reasonably necessary related to the safety, efficiency and reliability of the national grid, the network operator of the national grid and the connected party shall, for work performed on the connection, on gas equipment or on the national grid, and that requires for a specific period a certain gas offtake or gas offtake pattern at the connection, work with each other and with other network users to achieve this type of gas offtake or gas offtake pattern during this period.

### **6.1.3**

Work to be performed on and inspections of the connection by the network operator of the national grid shall, insofar as reasonably possible, be performed during office hours, in consultation with, and in compliance with the safety policy of, the connected party. The connected party is responsible for ensuring that the individuals to be appointed by the network operator of the national grid shall, at all times, have access to the building and the connection in order to carry out work and perform inspections, as well as the building and the system connection to be always easily accessible.

### **6.1.4**

If the network operator of the national grid is intending to carry out work on the connection, not relating to disruptions or incidents, which could lead to interruption, increase or decrease in making gas available or to changes in the conditions under which the gas is made available, this work shall not be carried out before consultation with the connected party has taken place regarding the date and duration of the interruption and/or increase or decrease in making gas available or changes in the conditions under which the gas is made available. When planning and performing this work, the network operator of the national grid shall take account, as far as reasonably possible, of the interests of the connected party.

### **6.1.5**

If an incident or disruption poses a threat to the connection, the gas equipment and/or the undisturbed functioning of the national grid, the network operator of the national grid may perform the necessary work immediately and without prior consultation with the connected party. In these circumstances, the network operator of the national grid and the connected party shall, as far as reasonably possible, maintain contact with each other and work together to resolve the incident or disruption or the consequences thereof.

### **6.1.6**

The network operator of the national grid is authorised, without giving prior notice to the connected party or other parties concerned, to close the connection if this is required due to direct danger to individuals.

### **6.1.7**

Neither the connected party nor the network operator of the national grid shall cause any hindrance or loss to the national grid or to the connection and/or to the gas equipment, respectively, by means of the connection and/or the gas equipment or the national grid, respectively, or by any other means. The connected party shall not use the connection for earthening electrical installations, appliances, lightning conductors or the like, or for any other purpose than is expressly permitted under this Connection Code Gas TSO. The connected party shall not break, or allow another individual to break, seals attached to the connection by or on account of the network operator of the national grid.

## **6.2. Communication**

### **6.2.1**

The network operator of the national grid and the connected party shall, when operating the connection, give priority to the safety, efficiency and reliability of the national grid. The network operator of the national grid and the connected party shall cooperate fully with each other when

applying and implementing the provisions of this Connection Code Gas TSO and when checking that the provisions are being observed. The network operator of the national grid and the connected party are, in particular, obliged to inform each other as soon as possible of any information, occurrences or changes in circumstances or in the actual situation, which are (or may be) significant for the implementation of this Connection Code Gas TSO, including observed or presumed loss, defect or irregularities (or risk thereof) to the connection, the gas equipment, the building and/or any other devices, including any broken seals.

## **6.2.2**

The network operator of the national grid and the connected party shall, in order to comply with the situations described in 6.2.1, among other things, be accessible twenty-four hours per day and every day of the year by telephone or by any other agreed system of communication. All relevant address and communication details shall be recorded. If these details change, the network operator of the national grid and the connected party shall inform each other of this, in writing, addressed to their recorded addresses, as soon as possible but no later than ten working days prior to the change in the details.

## **6.2.3**

The network operator of the national grid and the connected party shall make sufficient effort to ensure that they hold (or continue to hold) the necessary permits and to inform (or continue to inform) each other of the contents of those permits and the conditions under which they have been issued.

## **6.3. Continuity**

### **6.3.1**

The connected party shall, at the request of the network operator of the national grid, provide information annually about the anticipated capacity requirements for each connection for the next four years. If the network operator of the national grid should request so, the connected party shall provide the network operator of the national grid with more detailed (background) information relating to the information it has supplied. The connected party is responsible for ensuring that the statements it has supplied have been put together carefully and provide as good an estimate as possible of future capacity requirements. The network operator of the national grid and the connected party shall base the capacity to be agreed in particular on the information supplied by the connected party.

## **7. Special provisions**

### **7.1. [No longer applicable]**

### **7.2. Compensation in the event of serious disruptions**

#### **7.2.1**

The connected party is entitled to financial compensation in the event of disruptions leading to an interruption in gas transmission for a period lasting longer than 4 hours, except for anticipated interruptions.

#### **7.2.2**

The period of 4 hours referred to in 7.2.1 shall, for all connected parties affected by the interruption, begin at the moment that the network operator of the national grid receives the first report of an interruption from a connected party or, if earlier, at the moment that the interruption is established by the network operator of the national grid.

#### **7.2.3**

The financial compensation referred to in 7.2.1 shall be € 910 for the connected party for an

interruption lasting between 4 and 8 hours, plus € 500 for each subsequent consecutive 4-hour period. Payment shall be within three months.

#### **7.2.4**

The duration of the interruption is, for all connected parties affected by the interruption in gas transmission, defined as the period of time between the start of the interruption defined in 7.2.2 and the moment that transmission is restored to all connected parties affected by the interruption in gas transmission.

### **8. Final provisions**

#### **8.1**

The Connection Code Gas – TSO, as established by the Decision of 21 November 2006 and subsequently amended several times, is withdrawn.

#### **8.2**

This Decision enters into force with effect from the day after the date of issue of the Dutch Government Gazette in which it has been published.

#### **8.3**

This Decision is cited as: Connection Code Gas TSO.

This Decision and its explanatory notes shall be published in the Dutch Government Gazette.

The Hague, 21 April 2016

On behalf of the Dutch Authority for Consumers and Markets:

F.J.H. Don

board member