

**COMPLETED ACQUISITION BY CENTRICA PLC OF DYNEGY STORAGE LTD  
AND DYNEGY ONSHORE PROCESSING UK LTD**

**UNDERTAKINGS GIVEN BY CENTRICA PLC AND CENTRICA STORAGE LIMITED  
TO THE SECRETARY OF STATE FOR TRADE AND INDUSTRY PURSUANT TO  
SECTION 88 OF THE FAIR TRADING ACT 1973, AS VARIED BY  
THE COMPETITION COMMISSION PURSUANT TO PARAGRAPH 16  
OF SCHEDULE 24 TO THE ENTERPRISE ACT 2002**

**WHEREAS:**

- (a) On 14 November 2002 Centrica Storage Holdings Limited ('CSHL'), a wholly-owned subsidiary of Centrica plc ('Centrica'), acquired the entire issued share capital of Dynegy Storage Limited and Dynegy Onshore Processing UK Limited.
- (b) On 25 February 2003 the Secretary of State referred the resulting merger situation to the Competition Commission ('the CC') under sections 64 and 69(2) of the Fair Trading Act 1973 ('the 1973 Act').
- (c) The report of the CC (the 'Report') was presented to Parliament in August (Cm 5885) and sets out such conclusions as are mentioned in section 73(1) of the 1973 Act.
- (d) Pursuant to a request by the Secretary of State, the OFT has consulted with Centrica and CSL with a view to obtaining from them undertakings to take action in accordance with section 88(1) of the 1973 Act.
- (e) On 18 December 2003, the Secretary of State accepted undertakings from Centrica and Centrica Storage Limited ('CSL') under section 88(2) of the 1973 Act ('the original undertakings') to take the action necessary to remedy or prevent the adverse effects specified in the Report.
- (f) On 22 November 2005, Centrica requested a variation of the original undertakings in order to enable a minor group restructuring of the Centrica Group and, after considering advice on the proposed variation prepared by the OFT, the CC indicated it would be willing to accept such a variation. The variation was accepted by the CC, and the new, amended, undertakings ('the amended undertakings') came into force on the 3rd April 2006.
- (g) On 28 April 2010, Centrica submitted a request to the OFT for a review of the amended undertakings as it believed they were no longer required.
- (h) After considering the advice of the OFT and reviewing the amended undertakings, the CC published a report proposing variations to the amended undertakings on 20 April 2011.
- (i) [\[Note: details of further amendment to be inserted\]](#)

**NOW THEREFORE** Centrica and CSL hereby undertake as follows:

**1. Effective date of these Undertakings**

These Undertakings shall take effect from the date that, having been signed by Centrica and CSL, they are accepted and dated by the Competition Commission.

## Sale of Rough Capacity

### 2. General

2.1 CSL will (and Centrica will ensure that CSL will) offer for sale all Rough Capacity on Non-Discriminatory Terms.

2.2 CSL will (and Centrica will ensure that CSL will):

- (a) offer for sale at least 20 per cent of Minimum Rough Capacity on annual contracts;
- (b) subject to (a) above, offer for sale Minimum Rough Capacity and Additional Space for a range of contract durations (such a range to include as a minimum contract durations of between 1 and 5 years); and
- (c) offer to all customers (including the Centrica Group) the option of either fixed or indexed prices, and for Minimum Rough Capacity indexed prices shall include prices indexed to the difference between forward spot gas prices for the quarter commencing 1 January and the average of forward spot gas prices for the quarters commencing 1 April and 1 July in the preceding calendar year, or any other index developed in agreement with the customer.

For the avoidance of doubt offer for sale includes offerings to the Centrica Group.

2.3 (a) CSL will offer for sale Minimum Rough Capacity in SBU form, unless otherwise agreed by Ofgem following a request by CSL pursuant to paragraph 2.3(b).

(b) CSL may apply to Ofgem for consent to sell a proportion of Minimum Rough Capacity in the form of Non-SBU Products for new products it proposes to develop.

(c) Where Ofgem has approved use of Unbundled Units for a particular Non-SBU Product CSL may use up to the maximum level of Minimum Rough Capacity specified in the approval for that Non-SBU Product. If it chooses in relation to any Storage Year not to use the maximum level permitted, or it is unable to sell the maximum level permitted, it shall sell the remaining space, deliverability and injectability represented by the proportion of Minimum Rough Capacity specified in the approval in SBU form in so far as possible. Where sale of the Non-SBU Product within the terms of the Ofgem approval results in some individual units of space, injectability or deliverability within Minimum Rough Capacity remaining unsold, CSL will sell those via the auction procedure set out in Annex 2. CSL acknowledges that Ofgem may withdraw an approval previously issued by it pursuant to paragraph 2.3(b) in the event that the level of individual units of space, injectability and deliverability proposed to be sold materially exceeds that envisaged at the time that the approval was issued.

2.4 Subject to paragraphs 2.6 and 2.7, CSL will (and Centrica will ensure that CSL will) retain the SSC for all sales of Rough Capacity.

2.5 Further:

- (a) the terms of the SSC cannot be altered unless:

(i) all Market Participants have been consulted (in accordance with the provisions contained in Annex 1) on the proposed change(s) to the terms of the SSC; and

(ii) Ofgem agree (following the procedure set out in Annex 1) to the proposed change(s) to the terms of the SSC.

(b) in particular, CSL will (and Centrica will ensure CSL will) continue to operate the 'use it or lose it' arrangements in relation to all Rough Capacity. In the case of products sold under the SSC this will be in line with the provisions contained in clause 14 of the SSC.

2.6 CSL may use the contracts attached at Parts A and B of Annex A for sales of the V Store product and the I Store product respectively, or such other contract as may subsequently be approved by Ofgem in accordance with paragraph 2.7.

2.7 CSL may apply to Ofgem for approval to use an alternative form of contract other than the SSC for any of its Non-SBU Products (or to vary such a contract) or to vary the contract used for the sale of the V Store product or the I Store Product pursuant to paragraph 2.6. Where Ofgem consents to CSL's request CSL will be able to use the alternative form of contract as set out in that approval.

2.8 Where CSL requires Ofgem's consent pursuant to paragraph 2.3(b) or paragraph 2.7 this may be obtained in accordance with the principles set out in Annex B.

2.9 If CSL wishes to apply to Ofgem (pursuant to paragraph 2.3) for approval to sell a proportion of Minimum Rough Capacity in the form of Non-SBU Products for a new product in relation to which it would also seek approval to use a form of contract other than the SSC (pursuant to paragraph 2.7), CSL can request Ofgem, or Ofgem can at its discretion decide, that the procedures outlined in Annex B be consolidated such that a single consultation process be used to cover both applications and that a single approval be issued to cover both aspects (for the avoidance of doubt, the consolidated procedure will be no less extensive than the procedure set out in Part A of Annex B). In such an instance CSL will comply with the consolidated procedure.

#### **Adjustment mechanism to Minimum Rough Capacity and/or Additional Space**

2.10 (a) CSL acknowledges that the OFT may (by no later than 1 May in the Storage Year preceding the Storage Year in which it is to take effect (or such later time as CSL and the OFT agree)), either upon the application of CSL or on the OFT's own initiative, increase or decrease the Minimum Rough Capacity and/or the Additional Space applicable to one or more Storage Years on the basis of a change in the physical capabilities of Rough.

(b) Any application under paragraph 2.10(a) shall be deemed to have been approved where (i) the OFT provides its written consent to CSL; or (ii) where CSL has not received a written rejection of the request from the OFT by one calendar month from the date of the submission of the application. CSL will comply with the OFT's determination of whether any change should be made to the Minimum Rough Capacity and/or the Additional Space and, if so, the revised Minimum Rough Capacity and/or Additional Space. Investment by CSL or other members of the Centrica Group in Rough shall not be a ground for the OFT to increase the Minimum Rough Capacity and/or the Additional Space.

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(c) CSL will provide the OFT with any information it reasonably requires to evaluate any adjustment contemplated by this paragraph.

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### 3. Sales before the Storage Year begins

3.1 -CSL will (and Centrica will ensure that CSL will) offer for sale all Rough Capacity for each Storage Year via an objective and transparent capacity allocation process whereby capacity is offered and sold on Non-Discriminatory Terms.

3.2 CSL will provide such information to Ofgem as it requires in order for it to be satisfied that CSL has offered for sale all Rough Capacity in any given Storage Year.

3.3 Centrica Group may participate in the capacity allocation process described in paragraph 3.1 above, but in each Storage Year CSL shall not sell to the Centrica Group and the Centrica Group will not purchase from CSL more than:

(a) the Specified Capacity of Minimum Rough Capacity; and

(b) the Specified Capacity of Additional Space.

3.4 To the extent that Ofgem has approved the sale of some Minimum Rough Capacity in the form of Non-SBU Products pursuant to paragraph 2.3, the limit in paragraph 3.3(a) will operate as follows:

CSL shall not sell to the Centrica Group and the Centrica Group will not purchase from CSL more than,

(a) the Specified Capacity of Minimum Rough Capacity sold in SBU form; and

(b) the Specified Capacity of each of total injectability, space and deliverability represented by Minimum Rough Capacity sold in the form of Non-SBU Products.

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3.5 CSL will (and Centrica will ensure that CSL will) auction all Minimum Rough Capacity and Additional Space for a Storage Year which has not been sold no less than 30 days before the start of that Storage Year in accordance with the auction procedure contained at Annex 2, or as varied with the agreement of the OFT.

#### ***Adjustment mechanism to 'cap'***

3.6 (a) Centrica Group acknowledges that Ofgem may increase or decrease the Specified Capacity (in relation to either Minimum Rough Capacity or Additional Space) either upon the application of a member of Centrica Group or on Ofgem's own initiative on the basis of one of the following factors, and having followed the procedure described in paragraph 3.6(b):

(i) a substantial change in the Minimum Rough Capacity and/or Additional Space;

(ii) a substantial change to the factors that affect the Centrica Group's requirement for flexible gas (as originally assessed at the date of the Final Report); or

(iii) a substantial change in Rough's market power,

provided that investment by CSL or other members of the Centrica Group in gas

storage facilities shall not be a ground for Ofgem to decrease the Specified Capacity. For the avoidance of doubt, in the event of any application by Centrica Group to increase the Specified Capacity, additional capacity available to Centrica Group as a result of such investment may be taken into account in assessing Centrica Group's requirements for flexible gas.

- (b) Centrica Group will comply with Ofgem's determination of whether any change should be made to the Specified Capacity and, if so, the revised level of Specified Capacity. Centrica Group acknowledges that Ofgem will only approve an adjustment in the event it considers a substantial change within the meaning of paragraph 3.6(a)(i), ~~or~~ (ii) ~~or~~ (iii) has occurred and that any adjustment to the Specified Capacity by Ofgem will only be made following a consultation process with Market Participants on the proposed increase or decrease.
- (c) Centrica Group will provide Ofgem with any information it reasonably requires to evaluate any adjustment contemplated by this paragraph.

3.7 For the avoidance of doubt there is no limit on the quantity of ~~Further Additional Space~~ ~~or~~ Incremental Capacity that CSL may sell to the Centrica Group or the Centrica Group may purchase from CSL, provided that such sale and purchase shall be on Non-Discriminatory Terms and consistent with the applicable provisions of these Undertakings.

#### **4. Sales During the Storage Year**

CSL will (and Centrica will ensure that CSL will) offer for sale ~~all Further Additional Space that becomes available during the Storage Year in accordance with paragraphs 2.1, 2.2(c) and 2.4 of these Undertakings and~~ all Incremental Capacity that becomes available during the Storage Year in accordance with paragraphs 2.1 and 2.4 of these Undertakings.

#### **Separation**

#### **5. Legal, financial and physical separation**

- 5.1 CSL will be maintained legally, financially and physically separate from all other businesses of Centrica in accordance with this paragraph 5.
- 5.2 Save as provided in paragraph 5.3(g) of these Undertakings, Centrica and CSL will, by 1 December 2003 and in accordance with the provisions contained in Annex 3, satisfy the OFT and Ofgem that the obligation contained at paragraph 5.1 has been complied with.
- 5.3 In order to comply with the general obligation contained at paragraph 5.1 above, Centrica and CSL will ensure in particular (but without limitation) that:
- (a) No member of the Centrica Group except Centrica, Centrica Holdings Limited, GBGH or CSHL shall, directly or indirectly:
- (i) hold any Interest in CSL;
- (ii) hold any Interest in any company which exercises or otherwise has Control of CSL or any of its assets; and

(iii) hold any Interest which gives the holder an entitlement to vote at the general meetings of CSL or in any company which exercises or otherwise has Control of CSL, save that BPGGS Limited (a subsidiary of GBGH) may hold nonvoting preference shares in CSHL pursuant to an intra-group refinancing which took effect from 28 March 2003 between GBGH and CSHL.

- (b) No member of the Centrica Group shall, directly or indirectly, acquire any of the assets of CSL other than in the ordinary course of business.
- (c) Without prejudice to paragraphs 5.3(e) and (i) of these Undertakings, no employee or director of any member of the Centrica Group (other than subsidiaries of CSHL) or the agents or Affiliates of any such member shall hold or be nominated to any office of employment or directorship in, or provide any services to, CSL.

For the avoidance of doubt, provision of services shall not include the application of policies to the whole of the Centrica Group nor advice or guidance on the same (unless those policies relate specifically to gas supply, shipping, trading, storage procurement activities or asset operations).

- (d) Save as agreed by Ofgem, and without prejudice to paragraphs 5.3(e)(iv) and 5.3(i) of these Undertakings, no other member of the Centrica Group or the agents or Affiliates of any such member, or its employees or directors, shall directly or indirectly participate in the formulation or making of, or influence or attempt to influence, the commercial policy of CSL other than through responses to formal public consultation.
- (e) No member of the Centrica Group (or its employees, directors, agents or Affiliates) shall enter into or carry out any agreement or arrangement for the provision of services to CSL, save as follows or as approved by Ofgem pursuant to (ee):
- (i) legal, regulatory, company secretarial, human resources, internal audit, taxation, treasury, finance and accounting, insurance, information systems, investor relations, corporate affairs and procurement services (each as described in Annex 4, Part A) provided by Centrica's Corporate Centre;
  - (ii) services provided by Centrica's Group Risk Team and Financial Risk Management Committee (as described in Annex 4, Part B);
  - (iii) property and facilities management services (as described in Annex 4, Part C);
  - (iv) services relating to health and safety and the environment, as provided by Centrica's Director of Health, Safety and the Environment (including his/her appointment as a director of CSHL and/or its subsidiaries), Head of Environment and Head of Occupational Health (as described in Annex 4, Part D); and
  - (v) asset management support and advice services (as described in Annex 4, Part E), to the extent that other members of the Centrica Group (or their agents or Affiliates) currently provide such services to CSL, and provided that individuals engaged in providing the above services to CSL are:
    - (aa) bound by a code of conduct in accordance with paragraph 6 of these Undertakings; and

(bb) (as regards legal, regulatory, company secretarial, and internal audit services, each as described in Annex 4, Part A) not involved in providing any such services to other members of the Centrica Group which from time to time carry on gas supply, shipping, trading, storage procurement activities or asset operations.

For the avoidance of doubt, provision of services shall not include the application of policies to the whole of the Centrica Group nor advice or guidance on the same (unless those policies relate specifically to gas supply, shipping, trading, storage procurement activities or asset operations).

- (ee) Centrica may apply to Ofgem for new services to be included in paragraph 5.3(e) as services a member of Centrica Group can provide to CSL or to approve the provision of existing services described in paragraph 5.3(e) by alternative members of the Centrica Group. Centrica must provide Ofgem with such information as it reasonably requires to allow it to make its decision whether to approve the request. Ofgem can choose to consult, or direct CSL to consult, Market Participants on the approval of new services or the approval of the provision of existing services by an alternative member of the Centrica Group. Ofgem may revoke approvals if it considers changes mean the approval is no longer appropriate.
- (f) No member of the Centrica Group shall enter into or carry out any agreement or arrangement with any person if the carrying out of that agreement or arrangement would, or is intended to, result in it or its agents or Affiliates, directly or indirectly, doing any of the things listed in sub-paragraphs (a) to (e) above.
- (g) By 31 December 2003, all CSL staff are located at separate physical locations to those of all businesses of Centrica and other members of the Centrica Group involved in gas supply, shipping, trading, storage procurement activities or asset operations.
- (h) CSL does not share any communication or electronic networks and systems with Centrica or any other members of the Centrica Group, unless restrictions are in place to prevent directors and employees of other members of the Centrica Group (or their agents or Affiliates) having access to those facilities (or parts of those facilities, where relevant) used by CSL (and vice versa). For the avoidance of doubt this provision shall not preclude the operation of a Centrica Group-wide intranet system, communication or other electronic network provided that no commercially sensitive information (as defined in paragraph 6 of these Undertakings) shall be accessible by the rest of the Centrica Group.
- (i) The Company Secretary of Centrica has responsibility for CSL or, with the prior approval of the OFT, a full time executive director may be appointed to have responsibility for CSL.
- (j) Without prejudice, and in addition to the consolidation of the accounts of members of the Centrica Group in accordance with section 393 of the Companies Act 2006) CSL's accounts are maintained, audited and reported separately from those of Centrica or any other member of the Centrica Group. For the avoidance of doubt, this paragraph shall not preclude the use by CSL of Centrica Group's appointed auditors.
- (k) Subject to agreeing its capital and revenue budget with Centrica, CSL has sole responsibility for all financial (including investment) decisions concerning CSL

and its businesses.

- (l) Revenues from operations at Rough are not used to subsidise the business operations of Centrica or any other member of the Centrica Group. For the avoidance of doubt the declared profits of CSL may be passed to Centrica by way of dividends and consolidated with the results of all other members of the Centrica Group.

## 6. Commercially sensitive information

- 6.1 Centrica and CSL will ensure that no commercially sensitive information arising from the operation of Rough or Easington is passed directly or indirectly to any business of either Centrica or any other member of the Centrica Group which from time to time carries on gas supply, shipping, trading, storage procurement activities or asset operations.
- 6.2 Centrica and CSL will ensure that the staff of all members of the Centrica Group are bound by a code of conduct which prohibits the disclosure of commercially sensitive information to, and the solicitation or use of commercially sensitive information by, staff of any business of Centrica (or the business of any member of the Centrica Group, other than CSL) which carries on gas supply, shipping, trading, storage procurement activities or asset operations. In particular, the code of conduct must:
  - (a) be in the terms of the code of conduct found at Annex 6, or in equivalent terms; and
  - (b) provide that breach of the code of conduct is a disciplinary matter which could lead to the termination of employment.
- 6.3 For the purposes of this paragraph 6, the phrase 'commercially sensitive information' includes information which is:
  - (a) specific to an individual storage or processing customer (relating to a customer's booking of capacity at Rough and/or its nominations for the injection or the withdrawal of gas at Rough, or a customer's use of Easington); or
  - (b) operational information relating to the Rough or Easington facilities, which includes, information relating to storage capacity, gas-in-storage, Gross Nominations, and the day to day operation and maintenance of Rough and Easington; or
  - (c) known to CSL as a result of a request to it by OFT or Ofgem in relation to an investigation by OFT or Ofgem of any other member of the Centrica Group (which includes, without limitation, the nature and existence of any such investigation). BUT does not include information:
    - (d) of the type specified in (a) which is disclosed in accordance with the consent of the supplier of that information;
    - (e) of the type specified in (a) which is disclosed back to the supplier of that information;
    - (f) disclosed to an individual (employee or professional adviser) only for the purposes of enabling that individual to provide advice or support to the operators



of Rough or Easington provided that:

- (i) the individual is bound to keep the information confidential; and
- (ii) the disclosure of the information by the individual to a third party or use by the individual for purposes other than to provide advice or support to the operators of Rough or Easington shall constitute an infringement of this undertaking;
- (g) which is otherwise publicly available or, if relating to information of the type specified in (b), is disclosed to all storage customers simultaneously by way of publication on the STORIT system;
- (h) the transfer of which Ofgem has specifically approved pursuant to paragraph 6.4;  
And
- (i) the transfer of which is provided for in paragraph 6.5.

6.4 Ofgem may, at Centrica's request, approve the transfer of specific operational information within the definition of Clause 6.3(b). Such requests will be made only in exceptional circumstances. Ofgem can make its approval subject to Centrica Group complying with certain conditions.

6.5 In the event that there is an immediate risk to health and safety if specific operational information within the definition of Clause 6.3(b) is not transferred by CSL to other members of the Centrica Group in circumstances where: (i) disclosure of the relevant information to all Market Participants cannot reasonably be made by Centrica (for example to do so would give rise to potential adverse legal or regulatory consequences for Centrica); (ii) Centrica has reported the incident to the HSE and the HSE has no immediate plans to issue a safety alert about the incident and (iii) it would not be possible to obtain Ofgem's approval in sufficient time to address the immediate risk, CSL may proceed to transfer the relevant information to the extent necessary to mitigate the risk to health and safety. This means disclosing the information only to those individuals who require access, limiting the scope of the information transferred to what is strictly necessary and putting in place safeguards to ensure the information is used only for the purposes of addressing the immediate risk. Such safeguards should include: the contact should be at operations director or managing director level between CSL and the other member of the Centrica Group; CSL would provide specific operational information to the other member of the Centrica Group regarding the technical aspects of the risk to health and safety and might also provide information about the options considered and specific mitigation actions taken. Prior to any information exchange taking place all CSL staff involved in the information transfer must be briefed by the Compliance Manager regarding the types of information that can be shared and all such CSL staff and all staff in the other member of the Centrica Group involved in the transfer should be reminded that the information being shared is Commercially Sensitive Information and must not be shared with other personnel in the other member of the Centrica Group or with other parts of Centrica. If CSL considers the information to be market sensitive it must disclose publicly sufficient information to market participants on a non-discriminatory basis to prevent market distortion before disclosing the operational information to the other member of the Centrica Group. In such circumstances CSL must notify the transfer to Ofgem as soon as possible after it has been made and seek Ofgem's post event approval of the transfer. Ofgem may request such information from Centrica Group as it requires to evaluate the transfer and its effect. If Ofgem considers the information was disclosed under this exception in circumstances in which it would not

have given its approval had its approval been sought in advance, Ofgem may issue such directions as it considers appropriate to best remedy the breach. This includes, but is not limited to, requiring CSL to issue a notice detailing the breach to the market or disclose the relevant information transferred to the market.

## **7. Shipping**

- 7.1 CSL may only engage a Shipper from within the Centrica Group to conduct Trades on its behalf if the information provided to that Shipper is simultaneously made available to all other Market Participants.
- 7.2 For the avoidance of doubt CSL may, on obtaining its own Shipper's licence, conduct its own Trades.
- 7.3 Provision of information to Market Participants under 7.1 shall be made by publication on the STORIT system and, until such a time as all Market Participants have full access to a public version of the STORIT system, by publication on the CSL website.
- 7.4 For the purposes of paragraphs 7.1 and 7.3, 'information' includes all information provided to a Shipper including the decision of CSL to conduct Trades.

## **Information—Provision of information to OFT and Ofgem**

### **8. General Obligation**

- 8.1 Without prejudice to any other provision of these Undertakings, Centrica and CSL will furnish promptly to the OFT and/or Ofgem such information as is considered necessary to monitor these Undertakings within 10 working days of a written request being received (unless otherwise agreed).
- 8.2 Written requests under paragraph 8.1 should be addressed to:

Centrica Storage Limited  
Attention: Simon Wills, Managing Director  
17 London Road  
Staines  
Middlesex  
TW18 4AE  
[simon.wills@centrica-sl.co.uk](mailto:simon.wills@centrica-sl.co.uk)

Centrica plc  
Attention: David Isenegger, General Counsel, Centrica Energy  
Millstream  
Maidenhead Road  
Windsor  
SL4 5GD  
[david.isenegger@centrica.com](mailto:david.isenegger@centrica.com)

or as otherwise notified to the OFT and Ofgem by CSL or Centrica from time to time.

## **9. Verification of Additional Space and Further Additional Space**

9.1 CSL will (and Centrica will ensure that CSL will) provide to Ofgem on an annual basis, in electronic format (unless Ofgem require otherwise) the following:

- (i) by 1 July in each year, details of the highest and lowest net reservoir volume for the previous Storage Year; and
- (ii) by 29 February 2004 and by 31 January in each subsequent year, a report on the previous injection season, which will include information as prescribed in Annex 7, and which will have been verified by a third party engineer not otherwise currently employed by the Centrica Group, save as otherwise agreed by Ofgem.

9.2 CSL will (and Centrica will ensure that CSL will) provide to Ofgem, within 30 working days of receipt of a written request from Ofgem, in electronic format (unless Ofgem require otherwise), such information as Ofgem reasonably regard as being necessary to enable it to verify the level of Additional Space ~~and Further Additional Space~~ for the period specified in its written request.

## **10. Individual Capacity Sales**

Without exception, CSL will (and Centrica will ensure that CSL will) provide to both OFT and Ofgem, in electronic format (unless either OFT or Ofgem require otherwise), details of all Individual Capacity Sales for each month, such information to be provided:

- (a) within 10 working days of the end of the month to which the information relates; and
- (b) in the format prescribed in Annex 8 or such other format as may be agreed by Ofgem from time to time but to include sales of each component of Non-SBU Products.

## **Information—Publication and disclosure**

### **11. Weighted Average Price of Capacity**

CSL will (and Centrica will ensure that CSL will) publish the Weighted Average Price of Capacity at the beginning of each Storage Year. Publication of this information shall be made by publication on the STORIT system and, until such a time as all Market Participants have full access to a public version of the STORIT system, by publication on the CSL website.

### **12. Storage Operations**

If any information relating to Storage Operations is to be disclosed, disclosure must be made by CSL to all Market Participants simultaneously. Disclosure of this information shall be made by publication on the STORIT system and, until such a time as all Market Participants have full access to a public version of the STORIT system, by publication on the CSL website.

### **13. Gross Nominations**

13.1 CSL will publish information on Gross Nominations on at least four occasions each day, of which at least:

- (a) one occasion is on the Preceding Day after 4pm; and
- (b) not less than three occasions (which are no less than three hours apart) are during the Gas Flow Day before 6pm.

13.2 Publication of information on Gross Nominations in accordance with paragraph 13.1 shall be made by publication on the STORIT system and, until such a time as all Market Participants have full access to a public version of the STORIT system, by publication on the CSL website.

#### **14. Publication on the STORIT system or the CSL website**

CSL will (and Centrica will ensure that CSL will) ensure that all publications made on the STORIT system or the CSL website made pursuant to these Undertakings will include the date and time of publication.

#### **Primary and Secondary Markets**

##### **15. Primary Sales Process**

Subject to compliance with paragraphs 2.1, 3.1, 3.3 and 4 Centrica and any other member of the Centrica Group is able to participate in the Primary Sales Process, and is able to procure any agent or any other person to do so on its behalf, provided that a breach of the aforementioned paragraphs will not prevent participation where the breach is capable of being remedied to Ofgem's satisfaction or Ofgem is satisfied that the breach is not sufficiently material to warrant preventing Centrica Group's

##### **16. Secondary Market**

CSL will (and Centrica will ensure that CSL will) facilitate the efficient operation and development of a Secondary Market in Rough Capacity by:

- (a) ensuring that injectability, space and deliverability rights are defined in the SSC, or in such other form of contract as is approved for use under these Undertakings, such that they can be freely traded separately; and
- (b) maintaining in the SSC, or such other form of contract as is approved for use under these Undertakings, arrangements that allow for the assignment and/or transfer of all or part of the rights purchased in the Primary Market (such assignment/transfers not to be unreasonably restricted).

#### **Compliance and Monitoring**

##### **17. Centrica's Audit Committee**

Centrica will procure that Centrica's Audit Committee will:

- (a) on a quarterly basis, conduct an independent review of compliance with these undertakings in their entirety; and
- (b) provide the Centrica Board an annual report on the compliance with these undertakings in their entirety, and in preparing that report will follow the principles set out in Annex 9. The Centrica Board shall review the annual report and produce a report thereon itself which it shall provide to the OFT and Ofgem,

together with the report of Centrica's Audit Committee as submitted to the Centrica Board.

## 18. Co-operation

Centrica and CSL will co-operate fully with the OFT and Ofgem when:

- (a) monitoring compliance with these Undertakings; or
- (b) investigating potential breaches of these Undertakings.

## 19. Directions

Centrica and CSL will comply promptly with such written directions as OFT or Ofgem may from time to time give:

- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or
- (b) to do or refrain from doing anything so specified or described which they might be required by these undertakings to do or to refrain from doing.

## 20. Centrica Group

- (a) Centrica will procure that all members of the Centrica Group shall comply with these undertakings as if they had given them.
- (b) Where any Affiliate or agent of Centrica is not a member of the Centrica Group, Centrica shall ensure that any such Affiliate or agent shall comply with these undertakings as if it had given them.

## Interpretation

21. The Interpretation Act 1978 shall apply to these Undertakings as it does to Acts of Parliament.

22. Further, in these Undertakings (and attached Annexes):

'the Act' means the Fair Trading Act 1973;

'Additional Space' means ~~that space into which gas can be injected over and above the Minimum Rough Capacity, which has been created as the result of the operation of Rough by its previous owners and which can be quantified before the beginning of the Storage Year following observations on the pattern and extent of customer withdrawal nominations in the previous Storage Year, but which in any event will be no less than 1534 GWh or such other amount as is permitted by the OFT in accordance with paragraph 2.10. The aggregate of space in Rough that is allocated to Additional Space and Minimum Rough Capacity with respect to a Storage Year will not exceed 31,854 GWh;~~

an 'Affiliate' of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) (b) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as

being under common control for the purposes of section 26 of the Act;

'**business**' has the meaning given by section 129(1) and 129(3) of the Act;

'**Centrica Energy**' means Centrica Energy, a business unit within Centrica;

'**Centrica Group**' means the group of companies that comprises of Centrica and:

(i) any direct or indirect holding company (as defined in section 1159 of the Companies Act 2006) of Centrica from time to time; and

(ii) any direct or indirect subsidiary (as defined in section 1159 of the Companies Act 2006) from time to time; and

(iii) any company which from time to time has Control of Centrica or any company falling under (i) or (ii) above; and

(iv) any company over which Centrica or any company falling under (i) or (ii) above has Control (section 1159 of the Companies Act 2006).

'**Centrica's Audit Committee**' means the audit committee of Centrica as described in Centrica's Annual Report and Accounts (or a sub-committee thereof), responsible for monitoring compliance with these undertakings and comprised solely of independent non-executive directors;

'**Control**' shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall, for the purposes of these undertakings, be deemed to control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

'**CSL**' means Centrica Storage Limited, a wholly owned subsidiary of CSHL;

'**Easington**' means the onshore terminal which processes gas from Rough;

'**Final Report**' the Competition Commission's Final Report in relation to its 'Review of Undertakings given by Centrica following its acquisition of the Rough gas storage facility', published on 20 April 2011;

~~'**Further Additional Space**' means that space into which gas can be injected over and above the Minimum Rough Capacity and Additional Space, which can only be quantified and sold during the Storage Year, but excluding space created through Incremental Capacity;~~

'**Gas Day**' means a period of twenty-four consecutive hours commencing at 6.00am on a given calendar day and ending at 6.00am on the following calendar day (the calendar date for a Gas Day is the date on which it begins);

'**Gas Flow Day**' means the day of the injection or withdrawal of gas or flows of gas or other operations;

'**GBGH**' means GB Gas Holdings, a holding company and wholly owned subsidiary of Centrica;

**'Gross Nominations'** means the aggregate quantities of gas nominated by storage customers for injection into and withdrawal from Rough;

**'Incremental Capacity'** means capacity ~~created at Rough achieved through investment in storage operations by CSL~~ which is incremental to the Minimum Rough Capacity ~~and~~, Additional Space ~~and Further Additional Space~~ and which is offered for sale by CSL in accordance with paragraph 4;

**'Individual Capacity Sales'** means all sales of capacity at Rough by CSL on the Primary Market;

**'Interest'** means any interest in shares, and any other interest, if it carries an entitlement to vote at general meeting of shareholders, and for this purpose an 'interest in shares' includes an entitlement by a person other than the registered holder, to exercise any voting rights conferred by the holding of those shares at general meetings of shareholders or an entitlement to control the exercise of any such voting rights;

**'Market Participants'** means all Shippers and all participants and potential participants in the Primary Market or Secondary Market and, for the avoidance of doubt, shall be taken to include (but shall not be limited to) all signatories of the SSC;

**'Minimum Rough Capacity'** means 455 million SBUs (or such lower amount as is permitted by the OFT in accordance with paragraph 2.10), or if ~~Ofgem~~ the OFT approves a request pursuant to paragraph 2.3(b) capacity comprising the sum of: (i) Unbundled Units and (ii) SBUs, which together represent the total amount of each of injectability, space and deliverability represented by ~~455 million~~ the number of SBUs comprising the Minimum Rough Capacity;

**'Non-Discriminatory Terms'** means terms which are no more and no less favourable than those offered to comparable customers (including Centrica or any other member of the Centrica Group) with respect to the purchase of comparable services;

**'Non-SBU Products'** means any sales of Rough Capacity in a form other than SBUs;

**'Ofgem'** means the Office of Gas and Electricity Markets;

**'OFT'** means the Office of Fair Trading;

**'Preceding Day'** means the day before the Gas Flow Day;

**'Primary Market'** means the market for the sale by CSL of Minimum Rough Capacity, Additional Space, ~~Further Additional Space~~ and Incremental Capacity at Rough;

**'Primary Sales Process'** means the purchase of Minimum Rough Capacity, Additional Space, ~~Further Additional Space~~ and Incremental Capacity at Rough in the Primary Market;

**'Rough'** means the offshore gas storage facility in the Rough gas field and Easington;

**'Rough Capacity'** means the capacity of Rough taking into account system integrity and operation, comprising Minimum Rough Capacity, and Additional Space, ~~and Further~~

**Additional Space** to store gas at any one time, and Incremental Capacity;

**'SBUs'** means standard bundled units of gas storage at Rough (each comprising 1 kWh/day deliverability, 66.593407 kWh of space, and 0.351648 kWh/day injectability);

**'Secondary Market'** means the market where Rough Capacity is bought and sold subsequent to its sale in the Primary Sales Process;

**'Secretary of State'** means the Secretary of State for Trade and Industry;

**'Shipper'** means a company holding a shipper's licence granted by Ofgem;

**'Specified Capacity'** means twenty five per cent (25%) in relation to Minimum Rough Capacity and 1534 GWh in relation to Additional Space, or such other amounts as are permitted by Ofgem in accordance with paragraph 3.6;

**'SSC'** means the Storage Services Contract in use from time to time, a copy of the current contract is attached at Annex 10;

**'Storage Operations'** means the operation of Rough;

**'Storage Year'** is the period from the Gas Day 1 May in any year to (and including) Gas Day 30 April of the following year;

**'STORIT system'** means CSL's web-based information service through which CSL receives customer nominations, allocates capacity, supports trading in the Secondary Market and publishes information on operations at Rough;

**'Trades'** means the buying or selling of gas on the market for gas, related capacity products and related derivatives;

**'Unbundled Units'** means that proportion of Minimum Rough Capacity which, in accordance with paragraph 2.3 Ofgem has approved can be sold in the form of Non-SBU Products;

**'Weighted Average Price of Capacity'** means in relation to SBUs: (i) the volume weighted average price for SBUs sold on fixed price for the forthcoming Storage Year, and (ii) the volume weighted average price for SBUs sold for the previous Storage Year; and in relation to products based on Minimum Rough Capacity sold in the form of Non-SBU Products, across all such products (i) the volume weighted average price for each of injectability, deliverability and space sold on fixed price for the forthcoming Storage Year, and (ii) the volume weighted average price for each of injectability, deliverability and space sold for the previous Storage Year;

**'working day(s)'** means a day which is not Saturday, Sunday or any other day on which the Office of Fair Trading is closed for business.

**FOR AND ON BEHALF OF CENTRICA plc**

..... **Date** .....

**Name** .....



Director

..... Date .....  
Name .....  
Director/Secretary  
FOR AND ON BEHALF OF CENTRICA STORAGE LIMITED

..... Date .....  
Name .....  
Director

..... Date .....  
Name .....  
Director/Secretary

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## **Proposed Changes to the SSC**

### **Consultation of Relevant Parties**

#### **1. Consultation Paper**

- 1.1 If CSL proposes any changes to the terms of the SSC, it will prepare a paper which details the proposed changes to the SSC (including a copy of the proposed new legal drafting of the SSC, with modifications identified and the intended date of implementation of the proposed changes specified) and explains the reasons behind the proposed changes (the 'Consultation Paper'). CSL will also:
- (a) send Ofgem a copy of the Consultation Paper; and
  - (b) post the Consultation Paper on the CSL website and a statement announcing the consultation and providing details of the consultation process on STORIT.
- 1.2 The Consultation Paper, issued on the website, and the statement issued on STORIT must indicate when responses to the Consultation Paper must be received by. The period during which responses may be submitted (the 'Consultation Period') shall not be less than one calendar month, unless otherwise agreed with Ofgem, from the latest of the following:
- (a) the date on which the Consultation Paper was sent to Ofgem;
  - (b) the date on which the Consultation Paper was posted on the CSL website; and
  - (c) the date on which a statement announcing the consultation was issued on the STORIT system.

#### **2. Modification and Withdrawal**

- 2.1 Should CSL wish to modify its proposal to change the SSC at any time during or after the Consultation Period, CSL will:
- (a) provide a paper to Ofgem explaining the proposed modifications;
  - (b) if, in Ofgem's view, the proposed modifications are material, prepare and issue a new consultation paper (a 'Revised Consultation Paper') in accordance with paragraph 1 above;
  - (c) if, in Ofgem's view, the proposed modifications are not material:
    - (i) send Ofgem a copy of the Consultation Paper amended to reflect the modifications; and
    - (ii) post the Consultation Paper amended to reflect the modifications on the CSL website and, if modifications are proposed after the end of the Consultation Period, publish a statement on STORIT announcing the changes.
- 2.2 It shall be made clear in a Revised Consultation Paper that it supersedes the original

Consultation Paper and that it forms part of a new consultation process.

- 2.3 If CSL wishes to withdraw a modification proposal then it shall notify Ofgem and post a statement on STORIT.

### **3. Application to Ofgem**

- 3.1 No more than one calendar month after the end of the Consultation Period, CSL shall submit an application (the 'Application') to Ofgem for it to approve the proposed changes to the SSC, together with a further copy of the Consultation Paper (or Revised Consultation Paper, if appropriate) and copies of all responses.
- 3.2 CSL will furnish to Ofgem such further information as is considered necessary to assess whether or not to approve the proposed changes to the SSC within 5 working days of a written request being received.

### **4. Ofgem Determination**

The proposed modification shall be deemed to have been approved by Ofgem unless CSL have received a veto of the modification from Ofgem (the 'Veto') by the later of one calendar month from the date of delivery of the Application or receipt of a request for further information from Ofgem.

### **5. Post-Ofgem Determination**

- 5.1 Following approval by Ofgem or in the absence of a Veto, CSL will, within 5 working days:
- (a) post details of Ofgem's decision and a copy of the revised SSC on its website; and
  - (b) issue a statement on the STORIT system announcing Ofgem's decision,
- provided that CSL will not publish the revised SSC less than 2 months from the later of (a) the date on which the Consultation Paper or Revised Consultation Paper was posted on the CSL website; and (b) the date on which a statement announcing the consultation or revised consultation was issued on the STORIT system.
- 5.2 Following a Veto, CSL will, within 5 working days:
- (a) post details of Ofgem's decision on its website; and
  - (b) issue a statement on the STORIT system announcing Ofgem's decision.

## AUCTION PROCEDURES

### AUCTIONS OF OTHERWISE UNSOLD STORAGE CAPACITY AT ROUGH

#### 1. Introduction

- 1.1 CSL must auction all Minimum Rough Capacity and Additional Space at Rough for a Storage Year, which has not been sold no less than 30 days before the start of that Storage Year in accordance with the following procedures.
- 1.2 In the case of Minimum Rough Capacity, CSL will auction the capacity in SBU form in so far as is technically possible (i.e in so far as SBUs can be formed by the remaining Minimum Rough Capacity). To the extent that the unsold capacity cannot be formed into SBUs CSL will auction the capacity in so far as is technically possible in the form of Non-SBU Products approved by Ofgem pursuant to Undertaking 2.3(b). Only in the event that unsold Minimum Rough Capacity cannot be sold in SBU form or in the form of approved Non-SBU Products will CSL sell individual units of deliverability, injectability or space. Before issuing bid invitations in accordance with paragraph 2 CSL will confirm to Ofgem what amount of each Product will be sold via auction as soon as reasonably practicable. CSL will provide such information to Ofgem as it reasonably requires to verify that this is consistent with the requirements in this paragraph. If Ofgem considers the amounts of each Product outlined by Centrica as available for sale via auction are not consistent with the requirements in this paragraph it will issue a direction pursuant to Undertaking 19 requiring CSL to make such modifications as is necessary to comply
- 1.3 Any auction of Auctioned Capacity at Rough that takes place in accordance with paragraph 1.1 must have a reserve price equal for each Product to or lower than marginal cost (short-run avoidable costs for short-term services and long-run marginal cost for long-term services). CSL will provide such information to Ofgem as it reasonably requires to verify that the reserve price specified is consistent with this requirement. If Ofgem considers the reserve price is not consistent with this requirement it will issue a direction pursuant to Undertaking 19 requiring CSL to make such modifications as is necessary to comply.

#### 2. Bid Invitations

- 2.1 CSL will issue an invitation for bids (the 'Bid Invitation') no less than 30 days before the start of the relevant Storage Year. Bid Invitations shall be published by:
  - (a) publication on the STORIT system; and
  - (b) publication on the CSL website.CSL shall specify in the Bid Invitation the amount of each Product available via the auction and the reserve price for each Product.
- 2.2 CSL will publish the number of units of Auctioned Capacity (separately for each Product) to be auctioned in accordance with paragraph 1.1 and 1.2 on STORIT and the CSL website no later than 31 March of each year.

### 3. Bidders

- 3.1 Subject to paragraph 3.2 below, each person making a bid ('Bidder') must be party to the SSC or Non-SBU Contract and relevant Credit Agreement.
- 3.2 Bidders not already party to the SSC or Non-SBU Contract (as the case may be) must have returned to CSL by the Auction Closing Date, two signed copies of each of the SSC or Non-SBU Contract (as the case may be) and the relevant Credit Agreement (signed in each case by authorised signatories of the Bidder). CSL will sign both copies of each of the SSC or Non-SBU Contract (as the case may be) and the relevant Credit Agreement and return one signed copy of each to the Bidder as soon as possible.
- 3.3 Bidders must give CSL notice in writing prior to the Auction Closing Date if they are associated with any other person who will be submitting bids in respect of the auction. In giving such notice, such bidders must:
  - (a) identify any Related Persons who will be submitting bids in the auction;
  - (b) provide details of:
    - (i) any agreement, arrangement or concerted practice to which the Bidder is a party and which is intended to influence the outcome (including, but not limited to, the prices achieved) of any auction conducted under these procedures; and
    - (ii) any actions taken or to be taken in concert with any other Bidder, in relation to any matter related to any auction;
  - (c) undertake to inform CSL if, at any time prior to the auction closing date, any information provided to CSL under (a) and (b) changes. CSL will make any such information available to Ofgem.

### 4. Bidding

- 4.1 Bidders may bid for any number of units of Auctioned Capacity.
- 4.2 The terms 'Deliverability', 'Space' and 'Injectability' shall be given the meaning accorded to those terms in the SSC or Non-SBU Contract as the case may be.
- 4.3 Bidders must submit to CSL bids which must arrive with CSL by not later than 12:00 hours on the Auction Closing Date. CSL may decide not to consider bids submitted after this time.
- 4.4 Bids must be submitted in electronic format, whether by post (including a computer disk) or e-mail (clearly endorsed as 'Rough Auction for Storage Year [ ]'). CSL will acknowledge receipt of all bids submitted to it within one working day of receipt. CSL accepts no responsibility in respect of lost bids.
- 4.5 There is no limit on the number of bids which a Bidder may submit provided that the aggregate units of all the bids of an individual bidder for a Product does not exceed the Auctioned Capacity in respect of that Product. Bidders must submit their bids using the template attached to the Bid Invitation (the 'Application Form').

- 4.6 Each bid submitted must be numbered and indicate separately for each Product:
- (a) the number of units of Auctioned Capacity which are being applied for; and
  - (b) the unit bid fixed price in pence per unit of Auctioned Capacity (which must be stated to 4 decimal places and be not less than zero pence per unit).
- 4.7 CSL will not be required to consider bids submitted by a Bidder where:
- (a) the Bidder is not already a signatory of the SSC or Non-SBU Contract (as the case may be) and relevant Credit Agreement and where CSL is not in receipt of two duly signed copies of each of the SSC or Non-SBU Contract (as the case may be) and the relevant Credit Agreement from the Bidder by 12:00 hours on the Auction Closing Date;
  - (b) the bids have been submitted other than in accordance with paragraph 4;
  - (c) the bids have been submitted other than by the means specified in this paragraph 4;
  - (d) the bidder is an existing customer who is in credit default, as defined in clause 20.3 of the SSC or the equivalent provision in the Non-SBU Contract.
- 4.8 Each Bidder who submits an Application Form shall be deemed to have accepted the terms of the Bid Invitation, and Bidders who are successful will be bound by the terms and conditions of the SSC or Non-SBU Contract (as the case may be) and the relevant Credit Agreement in respect of the allocated capacity. The unit bid price for each Product will be payable by the Bidder to CSL for each unit of Auctioned Capacity allocated.
- 4.9 Each compliant bid submitted shall be a firm and binding unconditional offer on the part of the Bidder to CSL and shall (subject to paragraph 4.12) remain irrevocable from the date on which the Application Form is submitted until the earlier of:
- (a) the rejection of the bid by CSL; or
  - (b) the announcement by CSL of the results of the auction in accordance with paragraph 6.
- 4.10 The Bid Invitation will not constitute an offer on the part of CSL or any of its Affiliates and is not capable of acceptance by any person.
- 4.11 A Bidder may indicate on its Application Form (within the ranges specified on the Application Form) its specified percentages for the purpose of the attribution of the aggregate annual value between Deliverability, Space and Injectability.
- 4.12 A Bidder wishing to withdraw a bid must notify CSL before 12:00 hours on the Auction Closing Date that it wishes CSL to withdraw their bid. Following a withdrawal of a bid, the Bidder may submit further bids in accordance with this paragraph 4.

## **5. Final allocation of auctioned capacity**

- 5.1 As soon as reasonably practicable after 12:00 hours on the Auction Closing Date CSL will review all bids submitted and verify that the bids are in compliance with the

provisions of paragraph 4. Bids which are not in compliance will not be considered by CSL. CSL will undertake the steps in this paragraph 5 for the purposes of determining Bidder's final allocations no less than 5 days before the start of the relevant Storage Year.

- 5.2 CSL will rank all compliant bids separately for each Product in order of unit bid price (highest ranking first) and will allocate, sequentially (subject to paragraphs 5.3, 5.4, 5.6) in the order ranked (starting with the highest ranking), compliant bids until either:
  - (a) all units of Auctioned Capacity under auction in respect of that Product have been allocated to compliant Bidders; or
  - (b) all compliant bids have been allocated.
- 5.3 CSL will calculate the final allocation of units of Auctioned Capacity for each Product for each Bidder.
- 5.4 The 'final market clearing price' for each Product will be the unit bid price associated with the allocation (in accordance with paragraph 5.2) of the last unit of Auctioned Capacity for that Product to a Bidder, or if appropriate, the relevant marginal cost within the meaning of paragraph 1.3.
- 5.5 In the event that one or more bids for a Product are submitted at the final market clearing price the bids will be allocated such that in respect of each bid the ratio between the number of units of Auctioned Capacity comprised in each such bid and the number of units of Auctioned Capacity allocated for that Product is equal.
- 5.6 Any dispute, disagreement or conflict in applying the foregoing allocation rules must be notified to CSL by the end of the working day following the delivery of the customer's Auction Allocation Statement. Such dispute disagreement or conflict shall be determined in the first instance by CSL, who will make a recommendation to Ofgem no less than 6 days before the start of the relevant Storage Year. Following receipt of the CSL recommendation, Ofgem may request further information. Ofgem will issue a final decision within two working days of the later of the delivery of the CSL recommendation or CSL's response to any request for further information. Failure to issue such a decision will be deemed acceptance of the CSL recommendation.

## **6. Notification**

- 6.1 As soon as reasonably practicable, but no more than 10 working days, following the close of each auction CSL will publish details of the following in respect of each Product:
  - (a) the weighted average price of all units of Auctioned Capacity allocated;
  - (b) the final market clearing price;
  - (c) the number of Bidders who have been allocated units of Auctioned Capacity; and
  - (d) if any, the number of units of Auctioned Capacity not allocated to Bidders.
- 6.2 Publication of the details set out in paragraphs 6.1(a) to (d) shall be made by:



(a) publication on the STORIT system; and

(b) publication on the CSL website.

6.3 No less than 8 days before the start of the relevant Storage Year, CSL will deliver a completed statement (an 'Auction Allocation Statement') to each successful Bidder together with the Registered Capacity Certificates or equivalent term sheets in respect of a Non-SBU Product consistent with the Auction Allocation Statement and, where applicable, one signed copy of each of the SSC or Non-SBU Contract and the Credit Agreement.

6.4 The Auction Allocation Statement will set out the following details:

(a) for each successful bid, the number of units of Auctioned Capacity allocated in respect of that Product, the bid price and the annual charge for the units of Auctioned Capacity for that Product;

(b) the aggregate number of units of Auctioned Capacity allocated in respect of that Product and the aggregate annual charge for all units of Auctioned Capacity for that Product;

(c) the circumstances leading to partial allocation of any bid;

(d) the percentage of the aggregate annual value of all SBUs allocated attributable to Deliverability, Space and Injectability; and

(e) for each of Deliverability, Space and Injectability the aggregate amount of capacity allocated and the unit price consistent with (d) (which will be the Applicable Annual Rate for the purposes of the SSC).

6.5 Information made available to CSL by Bidders in connection with these auction procedures and information relating to the conduct and outcome of each auction will be made available to Ofgem on a confidential basis by CSL. Details of bids submitted to CSL will be provided in the format prescribed in Annex 8.

## 7. Payment

7.1 In respect of each successful bid, the relevant capacity price will be payable by the Bidder to CSL in accordance with the terms and conditions of the SSC or the Non-SBU Contract (as the case may be).

## 8. Interpretation

In these procedures:

'**Auctioned Capacity**' shall mean each of the Products and 'unit of Auctioned Capacity' means (i) 1 (one) SBU in the case of SBUs; (ii) 1 (one) kWh in the case of Additional Space or Space (iii) in the case of Non-SBU Products one unit according to the terms of Ofgem's approval pursuant to Undertaking 2.3(b); (iv) 1 (one) kWh/day in the case of deliverability and (iv) 1 (one) kWh/day in the case of injectability.

'**Auction Closing Date**' means the day on which bids must be submitted to CSL, which shall be no less than 10 days before the start of the relevant Storage Year and

no less than 20 days after the date on which the Bid Invitation is issued.

**'Credit Agreement'** means a credit agreement between CSL and signatories to the SSC or Non-SBU Contract.

**'Non-SBU Contract'** means the V Store contract, I Store contract or a contract approved by Ofgem pursuant to Undertaking 2.7.

**'Non-SBU Product'** means any sales of Rough Capacity in a form other than SBUs.

**'Product'** means SBUs, Additional Space and Non-SBU Products approved by Ofgem pursuant to Undertaking 2.3(b).

**'Related Persons'** means:

- (a) in relation to the Bidder which is an undertaking within the meaning of Section 1161 of the Companies Act 2006 (the 'principal undertaking'), a parent of subsidiary undertaking of the principal undertaking or a subsidiary undertaking of a parent undertaking of the principal undertakings in each case within the meaning of Section 1162 of that Act;
- (b) in relation to any person (including such undertaking) a connected person within the meaning of section 286 of the Taxation of Chargeable Gains Act 1992.

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## **Legal, Financial and Physical Separation**

### **Information to be provided to OFT and Ofgem**

Save as agreed by OFT pursuant to paragraph 5.2 of the Undertakings, Centrica and CSL will, on or by 1 December 2003, provide to OFT and Ofgem, evidence which demonstrates that:

- (a) a separate Centrica Storage business unit has been created;
- (b) the separate management reporting structure reporting into the Company Secretary of Centrica has been implemented;
- (c) the boards of CSHL and its subsidiaries (the 'CSHL Group') are comprised of persons not holding any office of employment or directorship in, or provide any services to CSL (save as allowed by paragraphs 5.3(e) and (i) of the Undertakings);
- (d) separate audited statutory annual report and accounts will continue to be filed at Companies House for CSHL Group companies (consolidated group reporting of annual results of the Centrica group of companies will include the CSHL Group companies);
- (e) separate premises for Centrica Storage have been obtained (separate from any other part of Centrica carrying out gas supply, shipping, trading, storage procurement and asset operations); and
- (f) restrictions have been put in place to prevent directors and employees of other members of the Centrica Group (or their agents or Affiliates) having access to the communication or electronic networks and systems or facilities (or parts of those facilities, where relevant) used by CSL (and vice versa).

## **Part A—Services provided by Centrica’s Corporate Centre**

### **Legal**

Legal advice and support services provided by a member of Centrica’s Corporate Centre Legal Team to CSL.

### **Regulatory**

To the extent that any such advice does not require access by the Regulatory Affairs Corporate Centre function to commercially sensitive information, advice provided by the Regulatory Affairs Corporate Centre function to CSL on matters relating to compliance best practice, compliance with a shippers licence, compliance with these Undertakings, compliance training to all CSL staff (both commercial and operational), and independent advice from a member of the Regulatory Affairs Corporate Centre function (who, for these purposes, must report to CSL management only, but must not be the Director of Regulatory Affairs) to the CSL compliance officer (who, for all purposes, must report to CSL management only save to the extent provided for in Annex 9 Paragraph 4(b)).

For the purposes of this Annex 4, ‘commercially sensitive information’ has the meaning given in paragraph 6 of these Undertakings.

### **Company Secretarial**

Company secretarial services provided to CSHL and its subsidiaries by the Secretariat function, comprising of corporate administration relating to preparation for and administration of Board meetings, filings at Companies House and other administration arising from corporate governance best practice recommendations.

### **Human Resources**

Advice or support from the Corporate Centre Human Resources function on the application and administration of policies, procedures and employment terms to the person appointed for that role within CSL.

Advice and support on Human Resources issues specifically related to working within an asset operations environment and working offshore provided by Centrica Energy.

### **Internal Audit**

Advice and support regarding the internal audit activity and the facilitation of the Centrica Group’s risk management process provided by the Internal Audit team at the Corporate Centre, including working with external auditors and assisting in the quarterly reporting to Centrica’s Audit Committee and annual reporting to the OFT and Ofgem.

### **Taxation**

Tax advice and centralised tax administration services provided by the Tax function of the Corporate Centre.

## **Treasury**

Services relating to the provision of standard group Treasury services including group cash management, the netting of group cash positions (bank balances) organisation of funding (bank borrowing) and investments and managing interest rate and foreign currency exchange risk provided by the Treasury function.

## **Finance and Accounting**

Support and advice provided by the Corporate Centre Finance function relating to finance and accounting in order to enable consolidation of group accounts and for the provision of advice, support and guidance on the application of accounting principles.

## **Insurance**

Services relating to Centrica and CSL's insurance requirements (comprising cover for the assets and Directors and Officers liability insurance) provided by an insurance department based at Corporate Centre.

## **Information Systems**

Support to CSL, provided by Centrica's Group Information Systems function, in the following areas; setting of Information Systems strategy, security standards, provision of infrastructure services (including but not limited to voice networks and security), hardware maintenance and system development consultancy and proactive monitoring of systems.

## **Investor Relations**

Services provided by Centrica's Corporate Centre Investor Relations team, including communicating with and handling the investment and analyst community on behalf of the Centrica Group and all businesses within the Centrica Group.

## **Corporate Affairs**

Services relating to the handling of the media (including media communications), the lobbying of ministers or government departments on behalf of the Centrica Group as a whole, Community support and internal communications provided by Corporate Affairs team at Corporate Centre.

## **Procurement**

Procurement of items other than specific procurement of products or services relating to the Storage Operations of CSL will be handled by the Group Procurement function.

## **Part B—Financial Risk and Management Services**

Services provided by the Centrica Group Risk Team, whose role is to ensure that the overall group risk profile is understood and monitored and which has a duty to look at all the assets and activities of the Centrica Group (in accordance with best practice risk management corporate governance guidelines). The Corporate Risk team reports into the Centrica Financial Risk Management Committee (FRMC), a sub-committee of which has been formed to deal with CSL storage issues.

Specialist advice and support, provided by Group Risk, on calculating and managing the price risk associated with CSL revenues, setting risk and credit policies and monitoring and managing credit exposures.

### **Part C—Property and Facilities Management**

Services relating to the management of property and the provision of facilities provided by the Group Property and Facilities Corporate Centre functions, including the search and negotiation of property leases, liaising and managing relationships with landlords and provision of facilities such as security, catering, cleaning, maintenance and provision of utilities.

### **Part D—Health, Safety and Environment (including Occupational Health)**

Regular, independent and impartial HS&E reports and advice to CSL about HS&E policy, performance and strategic direction provided by Centrica's Director of Health, Safety and Environment (who, in accordance with HSC guidance, is a director of all Centrica's companies engaged in asset operations).

Strategic advice and consultancy support on environmental matters provided by Centrica's Head of Environment.

Services relating to occupational health arrangements to meet the health assessment and surveillance needs of workers provided by Centrica's Head of Occupational Health/Chief Occupational Physician.

### **Part E—Asset Management Support and Advice Services**

The following areas of support and advice will be provided by the Asset Management team in the Centrica Energy;

- **Health Safety Environment and Quality**—Advice on maintaining best in practice health, safety, the environment and quality policies consistently across Centrica-owned assets by ensuring adherence to legislation and continuous improvement through upkeep of standards, procedures and improvement campaigns.
- **Asset Integrity and Performance**—Sharing of best practice on business processes, systems for monitoring and reporting business performance, HR management in an asset operations environment and management of major projects.
- **Reservoir and process plant modelling and development**—Advice from a pool of expertise in reservoir engineering, geology and process engineering to predict capability of facilities and identify opportunities for optimisation and enhancement.
- **Emergency Response**—Advice on procedures and mobilisation of management and technical support from within Centrica Energy.
- **UK Oil & Gas Participation**—Services relating to CSL and Centrica's role in UK Oil & Gas provided by Centrica Energy.

## Code of Conduct for Centrica Staff

### Separation of Centrica Storage from the rest of the Centrica Group

***Effective from the date described in paragraph 1 of the Undertakings and supersedes all previous Codes relating to Centrica Storage***

#### Introduction

Centrica acquired the Rough gas storage facility on 14 November 2002. The acquisition was subject to a Competition Commission (CC) inquiry in 2003 to consider the ownership of the storage business by Centrica plc in view of Centrica's wider position in the gas market. Following the inquiry, Centrica was allowed to retain ownership of Rough subject to commitments given by Centrica and Centrica Storage to the Secretary of State to behave and operate in certain ways.

Following an application by Centrica for a review of the Original Undertakings in April 2010, on 20 April 2011 the CC published its Final Report in which it decided that certain amendments should be made to the Undertakings, some of which are reflected in this Code of Conduct.

Compliance with this Code of Conduct is one of the conditions of Centrica retaining ownership of Rough.

Centrica is both the owner/operator and a user of Rough. A key outcome of the CC inquiry in 2003 is that a clear distinction must be maintained between these two roles. The Centrica Storage business is therefore located and operated separately and independently from other businesses within the Centrica group and in particular from Centrica's gas supply, shipping, trading, storage procurement or asset operations activities (Centrica Energy and British Gas). It is essential that Centrica does not obtain any unfair commercial advantage as a result of owning and operating the Rough facility (in particular by certain information passing from Centrica Storage directly or indirectly to those other parts of Centrica).

To this end, the Code of Conduct for Centrica Staff sets out three key compliance rules:

- *Prohibition on Centrica Storage Staff disclosing Commercially Sensitive Information to the rest of the Centrica Group;*
- *Prohibition on Centrica Supply Staff soliciting or making use of Commercially Sensitive Information; and*
- *Prohibition on discrimination in the provision of Centrica Storage Services.*

These three key compliance rules are set out in more detail below.

#### **1. Prohibition on Centrica Storage Staff disclosing Commercially Sensitive Information**

##### ***Background***

Information received by Centrica Storage in its capacity as operator of Rough and Easington from gas shippers and its customers could have commercial significance for other parts of

Centrica involved in gas supply, shipping, trading, storage and asset operations activities. Most of that information will already be protected from disclosure by the duty of confidentiality contained in the SSC between Centrica Storage and its customers.

In addition to this customer-specific information relating to the provision of Centrica Storage Services, information relating to the operation and running of Rough or Easington may also have commercial significance.

Finally, there may be occasions where Centrica Storage is asked to provide information to the OFT or to Ofgem about another part of Centrica (because OFT/Ofgem are carrying out an investigation into that other part of Centrica) and Centrica Storage must not, directly or indirectly, pass on to other parts of Centrica any information about that investigation, its existence or nature.

It is therefore essential that information of this nature, Commercially Sensitive Information, is not disclosed to other gas shippers or traders and in particular is not disclosed, directly or indirectly, to Centrica Supply (unless, where it is operational information, it is disclosed to the market simultaneously).

It is therefore necessary to place a number of prohibitions on the direct and indirect disclosure of Commercially Sensitive Information by Centrica Storage to Centrica Supply (see definitions below).

### ***Centrica Storage Staff***

Centrica Storage Staff must not disclose Commercially Sensitive Information to Centrica Supply Staff.

All storage customers receive operational information on aggregate (gross) nominations for injections into and withdrawals from Rough. This information is also to be made available to any person accessing STORIT. Centrica Storage Staff must ensure that such information is released to Centrica Supply and other market participants simultaneously, and not otherwise released in any way that may give Centrica Supply any unfair commercial advantage.

### ***Designated Persons***

As an exception to the general prohibition on disclosure of Commercially Sensitive Information, Centrica Storage Staff can disclose such information to Designated Persons but only for the purpose of seeking advice or support to Centrica Storage.

To the extent that Designated Persons hold Commercially Sensitive Information, they are bound by the terms of this Code of Conduct in relation to that information and therefore must not disclose that information to Centrica Supply Staff (although they can disclose that information to other Designated Persons, provided disclosure is made with regard to the provision of advice or support to Centrica Storage by such other Designated Persons). In these circumstances, Designated Persons are in the same position as Centrica Storage Staff.

A further exception to the general prohibition is that Operational Information may be transferred to specific Centrica Supply Staff with the consent of Ofgem or in the event of an immediate risk to health and safety without prior consent (Ofgem consent must be obtained afterwards). However, any transfer under this exception must be authorised by the Group General Counsel & Company Secretary or the Managing Director of CSL.



## 2. Prohibition on Centrica Supply Staff soliciting or making use of Commercially Sensitive Information

Centrica Supply Staff must not solicit or otherwise try to obtain Commercially Sensitive Information from Centrica Storage Staff (or from Designated Persons). If Centrica Supply Staff do receive or become aware of Commercially Sensitive Information relating to Centrica Storage Services they must notify the Centrica Compliance Manager immediately and must not use that information in any way that may be considered to give Centrica Supply any unfair commercial advantage.

## 3. Prohibition on discrimination in the provision of Centrica Storage Services

Centrica Storage Staff must not unduly discriminate between requests for Centrica Storage Services or, in any way, give preferential treatment to Centrica Supply such that Centrica Supply could obtain any unfair commercial advantage.

In providing operational information concerning Centrica Storage Services or in the provision of information on future storage developments or plans, Centrica Storage Staff must ensure that all customers are treated equally. If any such information is to be published outside Centrica Storage, it should be disclosed to all market participants simultaneously by being published on STORIT and/or the Centrica Storage website.

In addition, Centrica Supply Staff must not solicit or otherwise try to obtain preferential treatment from Centrica Storage.

### Interpretation

'**Centrica**'—Centrica plc and its subsidiaries;

'**Centrica Energy**'—means Centrica Energy, a business unit within Centrica;

'**Centrica Staff**'—all Centrica staff whether under a contract of employment (whether fulltime or part-time, permanent or temporary) or a contract for services;

'**Centrica Storage**'—the business unit dedicated to the provision of Centrica Storage Services;

'**Centrica Storage Compliance Manager**'—a senior member of Centrica Storage Staff from time to time appointed by the Managing Director of Centrica Storage;

'**Centrica Storage Services**'—all commercial services provided to storage customers related to offers for sale and the sale of storage capacity and customer nominations for the injection and withdrawal of gas at Rough;

'**Centrica Storage Staff**'—Centrica Staff engaged in Centrica Storage;

'**Centrica Supply**'—any Centrica business carrying on gas supply, shipping, trading, storage procurement or asset operations activities (other than Centrica Storage) including but not limited to Centrica Energy;

'**Centrica Supply Compliance Manager**'—a senior member of Centrica Supply Staff appointed by the General Counsel of Centrica Energy;

**'Centrica Supply Staff'**—Centrica Staff engaged in Centrica Supply;

**'Commercially Sensitive Information'**—means the following:

**'Customer-specific information':**

- Information which is specific to an individual storage or processing customer (relating to a customer's booking of capacity at Rough and/or its nominations for the injection or the withdrawal of gas at Rough or a customer's use of Easington);

**'Operational information':**

- Information relating to the operation of the Rough or Easington facilities which includes information relating to storage capacity, gas-in-storage, gross nominations and the day-to-day operation and maintenance of Rough and Easington;

**'OFT/Ofgem Requests for Information':**

- Information known to Centrica Storage as a result of a request from OFT or Ofgem in relation to an investigation by OFT or Ofgem of Centrica (including the nature and existence of any such investigation).

Information will not be Commercially Sensitive Information:

- where the information is Customer-specific information, and it is either disclosed back to the supplier of that information or is disclosed in accordance with their consent;
- if it is disclosed only to a Designated Person to enable that person to provide Centrica Storage with advice or support; or
- if it is otherwise publicly available or, if Operational information, is disclosed simultaneously to all market participants.

**'Designated Persons'**—any persons within Shared Services providing services to Centrica Storage. An up to date list of Designated Persons shall be held by the Compliance Managers;

**'Easington'**—the onshore terminal which processes gas from Rough;

**'Rough'**—the Rough gas storage facility and Easington;

**'Shared Services'**—shall mean services provided to Centrica Storage by Legal, Regulatory Affairs, Secretariat, HR, Internal Audit, Taxation, Treasury, Insurance, Investor Relations, Corporate Affairs, IS, Procurement, Risk Management, Property and Facilities Management, Health, Safety and Environment, Occupational Health provided by Centrica's Corporate Centre and support and advice in relation to Asset Management provided by Centrica Energy or such other services as are approved by Ofgem pursuant to the Undertakings;

**'SSC'**—Storage Services Contract; and

**'STORIT'**—shall mean Centrica Storage's web-based information service.

## **Compliance**

Any person who requires advice or guidance on the interpretation and operation of this Code can consult their line manager, the Centrica Storage Compliance Manager (if they work within Centrica Storage) or the Centrica Compliance Manager (if they work within Centrica Supply) either directly or through their line manager.

Any member of Centrica Staff who suspects any breach of the Code, whether intentional or otherwise, must immediately report the matter to the relevant Compliance Manager either directly or through their line manager. The Compliance Manager will then investigate the matter to determine whether a breach has occurred and, if so, what remedial action should be taken. In the event of any challenge to the Compliance Manager's decision on any interpretation of the Code, the General Counsel and Company Secretary of Centrica plc will have the final decision.

### **General duty of confidentiality**

All Centrica Staff are reminded of their obligations with regard to confidential information held in the course of their employment and/or any other specific confidentiality agreement.

Furthermore, the SSC governing commercial relations between Centrica Storage and individual storage customers refers to 'protected information'. This Code expands on the general duty of confidentiality and that applying under the SSC.

### **Disciplinary Action**

A breach of this Code constitutes misconduct on the part of the member of staff concerned and will be dealt with under disciplinary procedures (and may lead to dismissal).

Grant Dawson  
General Counsel and Company Secretary, Centrica plc  
January 2012

**Verification of Additional Space and Further Additional Space**

Pursuant to paragraph 9 of the Undertakings, CSL will (and Centrica will ensure that CSL will) by 29 February 2004 and by 31 January in each subsequent year, provide to Ofgem a report on the previous Injection Season (the 'Injection Season Report').

1. The Injection Season Report will include, without limitation:
  - (a) details of when the two compressors providing injection capacity were reduced to one (the 'final single compressor');
  - (b) details of when the final single compressor approached recycle;
  - (c) details of the injection operation from the time at which the final single compressor approached recycle until the highest NRV for that injection season was reached;
  - (d) details of the injection operation from the time at which the highest NRV for that injection season was reached until the end of the injection season;
  - (e) (without prejudice to paragraph 10 of the Undertakings) a list of all dates and volumes of the Additional Space and Further Additional Space sold; and
  - (f) (if the final single compressor fails to reach recycle) such information on the Storage Operations at Rough as is necessary to verify the level of Additional Space and Further Additional Space.
2. For the purposes of paragraphs 1(c) and (d), the details to be provided include:
  - (a) pressure data;
  - (b) flow data; and
  - (c) compression specific data.as sourced from the platform control and supervision systems at Rough and Easington.
3. Data provided under paragraphs 1 and 2 must, in CSL's reasonable opinion:
  - (a) be sufficient to enable Ofgem to verify that the injected volume had, where applicable, been physically limited by the facilities;
  - (b) demonstrate that CSL at all times acting as a reasonable and prudent operator sought to provide the maximum space possible within the Rough reservoir.

ANNEX 8

**Individual Capacity Sales—Information to be provided to OFT and Ofgem**

**Minimum Rough Capacity—SBU form**

<i>Customer Name</i>	<i>Form of Allocation (ie Bilateral Negotiation or Auction)</i>	<i>Date and Time of the Formal* Offer/Bid</i>	<i>Price/Indexation Terms</i>	<i>No of SBUs</i>	<i>Duration of Rights</i>	<i>Start Date Formal Offer/Bid Accepted/ Rejected</i>	<i>Date of Sale</i>

**Minimum Rough Capacity—Non-SBU Products**

<i>Customer Name</i>	<i>Form of Allocation (ie Bilateral Negotiation or Auction)</i>	<i>Date and Time of the Formal* Offer/Bid</i>	<i>Price/Indexation Terms</i>	<i>Deliverability</i>	<i>Space</i>	<i>Injection capacity</i>	<i>Duration of Rights</i>	<i>Start Date</i>	<i>Formal Offer/Bid Accepted/ Rejected</i>	<i>Date of Sale</i>

**Additional Space**

<i>Customer Name</i>	<i>Form of Allocation (ie Bilateral Negotiation or Auction)</i>	<i>Date and Time of the Formal Offer*/ Bid</i>	<i>Price/Indexation Terms</i>	<i>GWh</i>	<i>Duration of Rights</i>	<i>Start Date</i>	<i>Formal Offer/Bid Accepted/ Rejected</i>	<i>Date of Sale</i>

**Further Additional Space**

*Customer Name-Form of Allocation (ie Bilateral Negotiation or Auction)  
Date and Time of the Formal Offer\*/ Bid  
Price/Indexation Terms  
GWh-Duration of Rights-Start Date-Formal Offer/Bid Accepted/ Rejected  
Date of Sale*

\*For the avoidance of doubt, a formal offer shall be one which is required to be confirmed in writing.

### Centrica's Audit Committee

Pursuant to paragraph 17 of the Undertakings, Centrica's Audit Committee must provide an annual report on compliance with the Undertakings in their entirety (the 'Report'). In preparing such a Report, Centrica's Audit Committee will follow the principles set out below:

1. The Report should include a detailed and accurate and complete account of:
  - (a) steps taken during the year to ensure compliance with the Undertakings;
  - (b) instances where a breach or potential breach of the Undertakings has been identified, and any steps taken as a consequence;
  - (c) how the Report was compiled;
  - (d) (if external auditors are used) the relationship between the external auditors and any member of the Centrica Group;
  - (e) (if internal auditors or compliance officers are used) the position of each internal auditor or compliance officer within the Centrica Group;
  - (f) any reports prepared for Centrica's Audit Committee for the purposes of preparing the Report; and
  - (g) the names of the members of Centrica's Audit Committee and any changes to its composition during the relevant period of review.
2. Centrica's Audit Committee must maintain full responsibility for the Report, its compilation, the accuracy and the completeness of its contents.
3. Individuals within external auditors employed to review compliance with the Undertakings must, when conducting a review of, or preparing reports on, compliance with the Undertakings:
  - (a) act solely on the instructions of Centrica's Audit Committee (save that instructions relating to the day to day activities of external auditors may be given by the Internal Audit team of the Corporate Centre on behalf of Centrica's Audit Committee);
  - (b) report directly to Centrica's Audit Committee;
  - (c) not be otherwise employed by Centrica or any other member of the Centrica Group, save as otherwise agreed by the OFT; and
  - (d) are subject to an obligation not to disclose, directly or indirectly, any commercially sensitive information (as defined in paragraph 6 of the Undertakings) or any information made known to them as a result of their review of compliance with the Undertakings to any other individual within the external auditors not acting on the instructions of Centrica's Audit Committee, nor to any other member of the Centrica Group or the agents or Affiliates of any such member.

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4. Any internal auditors or compliance officers employed to review compliance with the Undertakings must, when conducting a review of, or preparing reports on, compliance with the Undertakings on behalf of Centrica's Audit Committee:
    - (a) act solely on the instructions of Centrica's Audit Committee; and
    - (b) report directly to Centrica's Audit Committee.
  5. The Report as submitted to OFT and Ofgem must be the same as that submitted by Centrica's Audit Committee to the Centrica Board, although the Board may review the Report and provide its own additional report thereon to OFT and Ofgem.
  6. Centrica's Audit Committee will keep under review the scope of any internal or external audit, audit plans and relevant processes, and the effectiveness of the review of compliance.
  7. The first Report to be submitted to OFT and Ofgem, dealing with the period from the effective date of the Undertakings to 31 August 2004, should be submitted no later than 30 November 2004. All subsequent Reports should be submitted at intervals of no more than twelve months, and in any event no more than three months after the end of the period under review.

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**SSC**

The present version of the SSC may be found on the Centrica website on the following link:  
[www.centrica-sl.co.uk/files/SSC2009.pdf](http://www.centrica-sl.co.uk/files/SSC2009.pdf)

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ANNEX A

Part A—V Store Contract

The present version of the V-Store contract may be found on the Centrica website on the following link:

[www.centrica-sl.co.uk/files/2011\\_vstorecontract.pdf](http://www.centrica-sl.co.uk/files/2011_vstorecontract.pdf)

Part B—I Store Contract

The present version of the I-Store contract may be found on the Centrica website on the following link:

[www.centrica-sl.co.uk/files/2011\\_istorecontract.pdf](http://www.centrica-sl.co.uk/files/2011_istorecontract.pdf)

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## ANNEX B

This Annex sets out the procedure for CSL obtaining consent for the: (A) sale of some Minimum Rough Capacity in the form of Non-SBU Products; and (B) use of new contract forms in alternative to the SSC. All defined terms are as set out in paragraph 22 of the Undertakings unless otherwise stated.

### **Part A: Procedure for obtaining Ofgem consent to sale of some Minimum Rough Capacity in the form of Non-SBU Products**

1. Undertaking 2.3 provides that CSL may apply to Ofgem for consent to sell a proportion of Minimum Rough Capacity in the form of Non-SBU Products or to increase such proportion of Minimum Rough Capacity sold in the form of Non-SBU Products, in each case for new products it proposes to develop. Consent must be obtained in accordance with the principles below.
2. CSL will make its request for consent to Ofgem in writing. Such applications will be sent to [rough@ofgem.gov.uk](mailto:rough@ofgem.gov.uk) and copied to Pamela Taylor, Associate Partner, European Wholesale ([Pamela.taylor@ofgem.gov.uk](mailto:Pamela.taylor@ofgem.gov.uk)) at Ofgem. In its application CSL will set out the proportion of Minimum Rough Capacity it wishes to sell in the form of Non-SBU Products, the product or products it wishes to sell using that capacity and any other relevant information. CSL must include a proposal for an appropriate market consultation process in its application whereby Market Participants can provide their views on the value of the proposed product and whether Ofgem should approve CSL's request. Such a proposal shall not be any less extensive than the consultation requirements set out in Annex 1.
3. CSL will provide Ofgem promptly with all information it reasonably requires to evaluate such a request.
4. CSL will comply with the consultation process Ofgem directs is required, or in the event that Ofgem determines it is best placed to consult the market provide all such assistance to Ofgem as it reasonably requires to facilitate such a consultation by Ofgem. If CSL has not received directions from Ofgem as to the consultation process it should follow within one calendar month from the later of the date of (i) submission of the written request to Ofgem or (ii) CSL providing a written response to any request for information from Ofgem in relation to CSL's request, CSL may proceed with the consultation process proposed in its request.
5. Where the consultation is managed by CSL the consultation materials and all responses will be promptly provided by CSL to Ofgem. CSL will provide Ofgem with any additional information it requires to reach its decision whether to consent to CSL's request.
6. The request shall be deemed to have been approved where: (i) Ofgem provides its written consent to CSL; or (ii) where CSL has not received a written rejection of the request from **Ofgem** by one calendar month from the later of (a) the date of submission to Ofgem of all relevant consultation materials and responses; or (b) receipt by Ofgem of a response from CSL to any request for information from Ofgem; or (c) the completion of any further consultation period required by Ofgem and provision of consultation responses to Ofgem.
7. Where Ofgem makes its approval subject to conditions it considers reasonable, taking into account representations made by Market Participants during the consultation process CSL will be bound by the terms and conditions of the approval.

Such conditions can include that the approval is conditional on CSL accepting the revocation of a previous approval given under this procedure.

8. The approval will specify the maximum Unbundled Units approved and the product or range of products for which the Unbundled Units may be used. Where approval is deemed pursuant to paragraph 6(ii) the deemed approval is limited to sale of Minimum Rough Capacity in the form of Non-SBU Products in the proportion and for the product or products listed by CSL in its original written request to Ofgem. CSL will not use Unbundled Units for any other products without Ofgem's consent.
9. Following approval by Ofgem pursuant to paragraph 6, CSL will within 5 working days:
  - (a) post details of Ofgem's approval on its website; and
  - (b) issue a statement on the STORIT system announcing Ofgem's approval.

CSL will give Ofgem at least 2 working days advance notice of the announcement together with a copy of the intended announcement.

10. Following confirmation from Ofgem in writing that it rejects CSL's request, CSL will within 5 working days:
  - (a) post details of Ofgem's rejection of the request on its website; and
  - (b) issue a statement on the STORIT system announcing Ofgem's rejection of the request.

CSL will give Ofgem at least 2 working days advance notice of the announcement together with a copy of the intended announcement.

#### **Part B: Procedure for obtaining Ofgem consent to the use of new contract forms in alternative to the SSC**

1. As set out in Undertaking 2.7, CSL may apply to Ofgem for approval to (i) use an alternative form of contract other than the SSC for any of its Non-SBU Products or (ii) to vary an existing contract previously approved by Ofgem pursuant to paragraph 2.7 of the Undertakings or (iii) to vary the contracts used for the V Store product or I Store product pursuant to paragraph 2.6 of the Undertakings).
2. CSL will make its request to Ofgem for consent in writing. Such applications will be sent to [ ] and copied to [ ] at Ofgem.
3. In the case of a request from CSL to use an alternative form of contract other than the SSC for any of its Non-SBU Products, (i.e an application pursuant to paragraph 1(i) above) CSL must set out why it considers the new product should be sold under a new set of commercial conditions and should not be accommodated under the SSC by use of the procedure under 2.5 of the Undertakings. It will also confirm which product or products the new contract would cover. In the case of a request to vary the V Store contract, I Store contract or another contract previously approved by Ofgem pursuant to Undertaking 2.7 (i.e. an application pursuant to paragraph 1(ii) or 1(iii) above) CSL will include in its request a description of the proposed changes and the reasons behind the changes. In both cases, CSL will include a proposal for an appropriate market consultation process on the terms of the contract.

4. CSL will provide Ofgem promptly with all information it reasonably requires to evaluate such a request.
5. In the case of a request pursuant to paragraph 1(i) above, if Ofgem directs CSL that it considers the relevant product can be accommodated by changes to the SSC and CSL wishes to proceed, CSL will do so by following the procedure set out in Annex 1 for changes to the SSC. If Ofgem confirms it is content for CSL to proceed with consultation on a new contract CSL will comply with the requirements set out in paragraph 6. In the case of an application pursuant to paragraph 1(ii) or 1(iii) above CSL will comply with the requirements set out in paragraph 6.
6. CSL will comply with the consultation process Ofgem directs is required, or in the event that Ofgem determines it is best placed to consult the market provide all such assistance to Ofgem as it reasonably requires to facilitate such a consultation by Ofgem. If CSL has not received directions from Ofgem as to the consultation process it should follow within one calendar month from the later of delivery of the application to Ofgem or CSL providing a response to any request for information from Ofgem, it may proceed with the consultation process proposed in its written request.
7. Where the consultation is managed by CSL the consultation materials and all responses will be provided to Ofgem. CSL will include in the submission details of the final form of contract in relation to which it seeks consent. CSL will provide Ofgem with any additional information it requires to reach its decision whether to consent to CSL's request.
8. The request shall be deemed to have been approved where (i) Ofgem provides its written consent to CSL or (ii) where CSL has not received a written rejection of the request from Ofgem by one calendar month from the later of (a) the date of delivery to Ofgem of all relevant consultation materials and responses or (b) receipt by Ofgem of a response from CSL to any request for information from Ofgem or (c) the completion of any further consultation period required by Ofgem and provision of consultation responses to Ofgem. Ofgem may make its approval subject to such conditions as it considers reasonable and CSL will be bound by any such conditions.
9. CSL shall not commence use of any such new or varied contractual terms and conditions without the prior approval of Ofgem pursuant to paragraph 8 above. Where a written approval has been given by Ofgem it will specify for which product(s) the new contract form is approved, where approval is deemed pursuant to paragraph 8(ii) the deemed approval is limited to use of the contract for the product or products listed by CSL in its original written request to Ofgem. The new contract cannot be used for any additional products without Ofgem's consent under this procedure.
10. Following approval by Ofgem pursuant to paragraph 8, CSL will within 5 working days:
  - (a) post details of Ofgem's approval on its website; and
  - (b) issue a statement on the STORIT system announcing Ofgem's approval.

CSL will give Ofgem at least 2 working days advance notice of the announcement together with a copy of the intended announcement.
11. Following confirmation from Ofgem in writing that it rejects CSL's request, CSL will within 5 working days:

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(a) post details of Ofgem's rejection of the request on its website; and

(b) issue a statement on the STORIT system announcing Ofgem's rejection of the request.

CSL will give Ofgem at least 2 working days advance notice of the announcement together with a copy of the intended announcement.

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