

ACCESSION AGREEMENT

between

National Grid Gas plc

and

(shipper name)

**National Grid Gas plc
NG House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA**

THIS ACCESSION AGREEMENT is made on day of

BETWEEN:

- 1) **National Grid Gas plc**, (Registered No. **2006000**) whose registered office is situated at 1-3 Strand, London, WC2N 5EH ("National Grid Gas plc") on its own behalf and on behalf of all the other parties to the Framework Agreement referred to below; and
- 2) **(shipper name)** a company registered in the UK (Registered Number), whose registered address is at (address) ("**Applicant User**").

WHEREAS:

- A) By the Network Code Framework Agreement dated 26 February 1996 and made between National Grid Gas plc (formerly Transco plc) and the other Original Parties named therein and as now in force pursuant to any Accession Agreement entered into by any other new Party before the date of this Accession Agreement (the "Framework Agreement") the Parties agreed to give effect to and be bound by the Network Code.
- B) The Applicant User wishes to be admitted as an additional Party under the Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

1. In this Accession Agreement words and expressions defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
2. National Grid Gas plc (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Applicant User as an additional Party under the Framework Agreement on the terms and conditions hereof.
3. The Applicant User hereby accepts its admission as a Party and undertakes with National Grid Gas plc (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
4. For all purposes in connection with the Framework Agreement the Applicant User shall as from the date hereof be treated as if it has been a signatory of the Framework

Agreement, and as if this Agreement were part of the Framework Agreement, and the rights and obligations of the Parties shall be construed accordingly.

5. This Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Agreement.
6. If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
7. The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement may be brought in such courts.
8. This Agreement shall be governed by, and construed in all respects in accordance with, the laws of England and Wales.

AS WITNESS WHEREOF the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED for and on behalf of

SIGNED for and on behalf of

National Grid Gas plc

Signature.....

Signature.....

Name (Print).....

Name (Print).....

Title.....

Title.....