



# **Standard Storage Services Agreement Operating Guidelines for Gas Storage Bergermeer**

**FOR**

**REQUESTS  
USE OF THE TRADE SERVICES SYSTEM  
ACCESS TO CERTAIN DATA  
and RELATED COMMUNICATIONS**

**VERSION\_1.0 Dated 10 June 2013**

## Operating Guidelines Gas Storage Bergermeer

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## 1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in these Operating Guidelines shall have the meanings ascribed to them in the SSSA and as set forth below:

**“Account Representatives”**: is defined in Paragraph 6.1;

**“Authorized Representative”**: is defined in Paragraph 6.1;

**“Automatic Audit Trail”**: the facility forming part of OASIS as defined in Paragraph 7.2;

**“Contingency Procedures”**: is defined in Paragraph 9.2;

**“Edigas messages”**: a protocol for exchanging dispatching information, where Edig@s is a subset of ‘EDI/EDIFACT’ as described in detail at <http://www.edigas.org>

**“LET”**: Local European Time including daylight saving, being equal to UTC + 1 outside the daylight saving period and equal to UTC + 2 during the daylight saving period. For the avoidance of doubt the daylight saving period starts at UTC 0100 Hours on the last Sunday in March and ends at UTC 0100 Hours on the last Sunday in October, and UTC is the Coordinated Universal Time, according to ISO 8601 2004 (E).

**“OASIS”**: the computer systems, software and communications connection as modified from time to time in accordance with Paragraph 10, operated by or on behalf of GSB to support certain communications with Storage Customers;

**“OASIS Communication”**: a Request, Notified Trade, Registry Transfer, Screen Trade or other communication between Customer and OASIS, the related response from GSB or any communication from GSB through OASIS to the Customer;

**“OASIS Manual”**: the on-line functionality so entitled and issued by GSB, as revised from time to time; and

**“SSSA”**: the Standard Storage Services Agreement for the GSB Facility in force between the Customer and GSB.

- 1.2 In these Operating Guidelines, reference to a Paragraph shall be a reference to that paragraph of these Operating Guidelines, words in the singular may be interpreted as including the plural and vice versa, a reference to a gender shall include a reference to other genders, and a derivative term of an defined term shall be construed in accordance with the relevant definition. In case the provisions of the SSSA and these Operating Guidelines contradict each other, the provisions of the SSSA shall prevail.

## 2. SCOPE

- 2.1 These Operating Guidelines apply to:

2.1.1 Requests and changes thereto or rejection thereof;

2.1.2 notifications, offers, acceptances, confirmations, approval, withholding of approval and refusal of registration under the TSS (*the trade services system*);

2.1.3 the Customer’s access to entries in its name in the Capacity Registers and the Gas-in-Storage Register, its Credit Limit and its Invoices, and to the Bulletin Board and other data if made available through OASIS; and

2.1.4 such other data exchanges communication systems and facilities as made available through OASIS.

- 2.2 These Operating Guideline and are established in consultation with the Storage Customers in accordance with Articles 4.5 (*requests, quantities*) and 8.2 (*trade and transfers*) of the SSSA.

### **3. GENERAL REQUIREMENTS**

- 3.1 All regular Requests notifications and communications to which these Operating Guidelines apply are made and handled through OASIS.
- 3.2 All OASIS Communications will be in Edigas messages.
- 3.3 All OASIS Communications will be in LET and may be construed as such.
- 3.4 The Customer and GSB shall be contactable twenty-four (24) hours a day and every day of the year by telephone and/or any other agreed communication system, for validation of communications where it is reasonable to doubt its correct transmission or authenticity, in case of temporary restrictions of access and use of the service, and for reasonable support. Contact details will notified in accordance with the applicable procedure set out in the OASIS Manual.
- 3.5 The Customer and GSB shall adhere to the relevant parts of the Dutch Network Code and other procedures as issued and updated from time to time by the TSO (*currently Gasunie Transport Services B.V.*).
- 3.6 The Customer and GSB shall act as reasonable and prudent operators in the European Gas market.
- 3.7 The Customer is aware that all Gas storage services under the SSSA are provided based on the principle of fair usage. Underlying these services is a technical facility with technical limitations. By way of example, certain combinations of Secondary Trading in Gas-in-Storage and Capacity to circumvent the technical restrictions (e.g. pressure factors) are not allowed. The setting up of any automatic repeat query process of an interval of less than five (5) minutes is not allowed and the Customer will not transmit significantly more data than Other Customers with similar positions transmit on average.
- 3.7.1 In case of suspected violation of the fair usage principle, GSB will contact the Customer and discuss the issue; and
- 3.7.2 if such violation is established and continuing, GSB may suspend access to the TSS in accordance with Paragraph 9.1.

### **4. SPECIFIC REQUIREMENTS FOR REQUESTS**

- 4.1 Before 12.00 on D-1, the Customer will make a Request which will be based on the Customers expected use of the Gas storage services on Day D. If no Request is so made, GSB will treat that as a zero (0) request. Customer is aware that GSB will aggregate and publish the expected overall use of the GSB Facility on the Bulletin Board.
- 4.2 An Injection Request shall state a quantity in kWh without sign, a Withdrawal Request shall state a quantity in kWh with a negative sign. A zero (0) Request shall be without sign.

### **5. LICENSE TO USE OASIS**

- 5.1 Through providing access to OASIS and the OASIS Manual, GSB grants to the Customer, and the Customer accepts a non-exclusive, non-transferable licence to use OASIS and the OASIS Manual (and any updates to which access is granted). This licence is solely for the purposes and subject to the terms of the SSSA and these Operating Guidelines.
- 5.2 It is the responsibility of the Customer, at its own expense, to ensure that it has and maintains and from time to time (as necessary) modifies, upgrades or replaces, the computer hardware and other equipment, software and telecommunication facilities, and all other facilities and

resources, necessary to enable the Customer to access and use OASIS. The Customer acknowledges that the choice of equipment, software and communications connection it uses for accessing OASIS may affect the performance levels and ease of use of OASIS.

- 5.3 GSB shall operate OASIS with all reasonable skill and care as prudent operator but does not warrant to the Customer that the operation of OASIS will be uninterrupted or error free.
- 5.4 GSB will provide support, as set out in the OASIS Manual, to assist OASIS Customers in identifying the nature and cause of any operating problems experienced in using OASIS.
- 5.5 OASIS and the OASIS Manual and all copyright and other intellectual property rights of whatever nature therein are and shall at all times remain the property of GSB or a third party engaged by GSB. The Customer shall not alter, remove or obscure any proprietary notices of GSB or a third party on any copy of the OASIS Manual.

## **6. AUTHORISED REPRESENTATIVE AND ACCOUNT REPRESENTATIVES**

- 6.1 The Customer shall designate one natural person to control access and use of OASIS on behalf of the Customer (the “**Authorised Representative**”). The Authorised Representative can designate natural persons (including him- or herself) who shall be entitled to access and use OASIS on behalf of the Customer (“**Account Representatives**”) up to the number set out in the OASIS Manual. The Authorised Representative and the Account Representatives may have different levels of rights as specified in the OASIS Manual.
- 6.2 A designation, change of rights and withdrawal of designation or rights of the Authorised Representative or of an Account Representative shall be communicated by the Customer to GSB by means of the applicable format provided in the OASIS Manual. The OASIS Manual may specify a notice period, no longer than five (5) calendar days for any such designation, change or withdrawal to take effect.
- 6.3 Following designation or withdrawal of an Authorised Representative or Account Representative, GSB shall issue or withdraw a password enabling that Authorised Representative or Account Representative to access OASIS. An Authorised Representative or Account Representative shall not assign, transfer or disclose his or her password to any other person.
- 6.4 The Customer shall be responsible for the actions and omissions of its Authorised Representative and Account Representatives, and for the security of all access passwords held by those individuals. The Customer shall ensure that its Authorised Representative and Account Representatives shall comply with the SSSA, these Operating Guidelines and the OASIS Manual as regards the access to and use of OASIS.
- 6.5 GSB shall be entitled to assume that any person using the access password of an Authorised Representative or an Account Representative of the Customer, is fully authorised to access and use OASIS. Any OASIS Communication which can be reasonably assumed to be transmitted by an Authorised Representative or an Account Representative may be treated as having been given by the Customer that has designated such Authorized Representative or Account Representative.

## **7. OASIS COMMUNICATIONS, TIME STAMP OF MESSAGES AND AUTOMATIC AUDIT TRAIL**

- 7.1 An OASIS Communication given in accordance with this Operating Guideline shall be treated as an effective and valid communication and GSB and the Customer each confirm that it intends and agrees that OASIS Communications shall have binding effect for the purposes of these Operating Guidelines.

- 7.2 GSB shall establish and maintain a facility forming part of OASIS which automatically records the sending or the receipt by GSB of an OASIS Communication and logs the date and time it is sent or received. Such electronic or computer records containing OASIS Communications are readily accessible and are capable of being reproduced in a human readable form and of being printed (the “**Automatic Audit Trail**”) for a reasonable period of time specified in the Operating Manual.
- 7.3 Edigas messages from the Customer shall be deemed received by GSB at the time at which the message is logged as “received” by the Automatic Audit Trail, irrespective of whether or when issued by the Customer. Edigas messages shall be deemed sent by GSB and received by the Customer at the time at which it is logged as “sent” by the Automatic Audit Trail and irrespective whether the Customer has received the Edigas message.
- 7.4 Records made by the Automatic Audit Trail of the transmission or receipt of an OASIS Communication shall be prima facie evidence of the transmission or receipt of that OASIS Communication.
- 7.5 In the event of a dispute as to an OASIS Communication, GSB will, without undue delay following a request to do so, provide the Customer with a copy of the records of the Automatic Audit Trail in respect of that communication.
- 7.6 Without prejudice to any contractual obligation binding on GSB, GSB accepts no responsibility or liability for the accuracy or completeness of information available on OASIS or the failure of any facilities of OASIS to function as intended.

## **8. OPERATING SECURITY**

- 8.1 The Customer undertakes to implement and maintain all industry standard security procedures and measures, and those required in the OASIS Manual, to prevent unauthorised access to or use of OASIS and to protect OASIS Communications against the risk of alteration, delay, disruption or loss.
- 8.2 If the Customer becomes aware of any unauthorised access to or use of OASIS, it shall promptly notify GSB and take such other steps as may be set out in the OASIS Manual.
- 8.3 If GSB becomes aware of any unauthorised access to or use of OASIS which adversely affect the Customer, it shall promptly notify the Customer and take such reasonable steps to remedy such access or use as may be set out in the OASIS Manual.
- 8.4 If through OASIS the Customer obtains or receives unauthorised access to information concerning another user of OASIS, or receives an OASIS Communication sent to another user of OASIS, the Customer shall promptly inform GSB, delete such information or communication and make no further use thereof.
- 8.5 The Customer shall not, and shall not attempt to, download, delete, modify or knowingly damage or access for any purpose any computer coding comprised in OASIS or installed on any equipment forming part of OASIS.
- 8.6 The Customer shall not access or use OASIS in any way which might significantly reduce or otherwise affect the performance of OASIS.

## **9. TEMPORARY RESTRICTION OF ACCESS AND USE OF OASIS**

- 9.1 If the Customer (including its Authorized Representative or any of its Account Representatives) is not complying with any requirement of these Operating Guidelines or the OASIS Manual in respect of access to or use of OASIS, GSB may take any reasonable steps to inhibit or disable access to OASIS by the Customer and/or applicable Authorized Representative and/or Account

Representative(s). GSB will restore the Customer's access to OASIS upon the Customer demonstrating to GSB's reasonable satisfaction that the non-compliance will not recur.

- 9.2 GSB and the Customer agree to adopt and implement the relevant contingency procedures for communication as set out in the OASIS Manual (the “**Contingency Procedures**”) and to apply and follow the Contingency Procedures in case of circumstances affecting OASIS which impairs the ability of GSB or the Customer to give or receive OASIS Communications.
- 9.3 GSB may, by Notice or following an appropriate announcement on the Bulletin Board, suspend access to and use of OASIS, or a part thereof, for maintenance of OASIS, at a time and for a period which will not result in significant inconvenience to the OASIS users. If at any time subsequently it becomes apparent to GSB that such suspension will continue for a period or at a time at which it will result in significant inconvenience to Storage Customers, the Contingency Procedures will be initiated.

## **10. CHANGES TO OASIS AND/OR THE OASIS MANUAL**

- 10.1 GSB shall be entitled to modify OASIS and/or the OASIS Manual as it deems appropriate, subject to consultation with the Storage Customers as required under Articles 4.5 and 8.2 of the SSSA. The Customer may propose changes to OASIS and/or the OASIS Manual, which GSB will duly consider.
- 10.2 If a change to OASIS will affect the way the Customer uses OASIS, then prior to implementation of that change GSB will notify the Customer giving not less than:
  - 10.2.1 two (2) calendar months' Notice, where the change involves a change to any format or layout of Customer data in order to give the Customer an opportunity to consult with GSB; and
  - 10.2.2 twenty-one (21) calendar days, for any other change.
- 10.3 The notice periods set out in Paragraph 10.2 shall not apply in respect of a change carried out in order to remedy a fault preventing the correct functioning of OASIS. GSB shall not be obliged to notify the Customer of a change to OASIS except to the extent and in the circumstances set out in this Paragraph 10.2.

## **11. TERMINATION**

- 11.1 On termination of the SSSA, the Customer shall:
  - 11.1.1 ensure that its Authorized Representative and Account Representatives immediately discontinue access to and use of OASIS; and
  - 11.1.2 return any copies of the OASIS Manual forthwith to GSB or supply a certificate to GSB signed by an authorised officer of the Customer confirming that all copies of the OASIS Manual have been destroyed.

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