

Consultation Draft - December 2001

Gas Distribution Code

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1. THIS CODE

1.1 Purpose of this Code

The purpose of this Code is to set out:

- (a) the minimum standards for the operation and use of a ***distribution system***; and
- (b) the minimum terms and conditions, other than tariffs or distribution charges regulated under a ***gas-pricing order***, on which a ***distributor*** will provide the ***distribution services***.

1.2 Date of effect

This Code takes effect on [#] [#] 2002.

1.3 Definitions

In this Code words and phrases in italics have the meaning given to them in clause 9.1.

1.4 Interpretation

This Code must be interpreted according to the principles of interpretation set out in clause 9.2.

1.5 Amendment to this Code

- (a) The terms and conditions of this Code may be amended by the ***Director of Gas*** if the ***Director of Gas*** reasonably determines that the proposed amendment will better achieve the objects of the ***Gas Act***. In making such a determination, the ***Director of Gas*** must consider:
 - (1) any proposal received from a ***distributor***;
 - (2) any proposal received from an ***interested party***; and
 - (3) any representations made to the ***Director of Gas*** by a ***distributor*** or ***interested party*** in relation to a proposal made by another.
- (b) The ***Director of Gas*** will within 20 ***business days*** of making a determination to amend or not to amend this Code, notify all ***distributors*** and ***interested parties*** of his determination.

2. OPERATION OF THE DISTRIBUTION SYSTEM

2.1 Distributor obligations

In operating the *distribution system*, the *distributor* must:

- (a) establish operational and system security standards for the *distribution system* and for all *connections* and proposed *connections* to the *distribution system*;
- (b) use reasonable measures to ensure that the quantity of *unaccounted for gas* in the *distribution system* for a *financial year* as a percentage of the aggregate quantity of *gas* received by the *distributor* at *transfer points* into the *distribution system* in that *financial year* is less than the benchmark for the flow rates of *gas* set out in schedule 1, Part B;
- (c) install and maintain a *metering installation connected* to the *distribution system* in accordance with Division 3 of Part 3 of the *Gas Act*, which operates within the *error limits* when tested using air or other accepted medium approved by *NATA*^[DU1], as applicable, for measuring the volume of *gas* at the specified peak flow rates for that *metering installation* which passes through a *distribution supply point* ^[DU2] as set out in Schedule 1, Part A.

2.2 Maintenance

A *distributor* must:

- (a) maintain the capability of its *distribution system* in accordance with *good gas industry practice*;
- (b) within 60 days of the *Commencement Date*, establish a maintenance program for its *distribution system*;
- (c) establish a maintenance program for its *distribution system* for the following *financial year* on or before April 1 each year;
- (d) establish an indicative maintenance plan for its *distribution system* for each of the 5 *financial years* following the current maintenance plan.

3. CONNECTION OF SUPPLY

3.1 Connection requirements

The requirements that a prospective *non-contestable customer* must satisfy to have the right to be connected to the *distribution system* are set out in the *Gas Retail Code*.

3.2 Connection entitlements

Subject to:

- (a) the **gas installation** at the **customer's supply address** complying with relevant **Laws**; and
- (b) the **customer** satisfying the requirements referred to in section 3.2 of the **Gas Retail Code**,

the **distributor** shall use best endeavours to connect a **customer**,

- (c) at a **supply address** previously supplied by **retailer**; within one **business day** of the request from the **customer** or **retailer** for connection, or within a period agreed between the **customer** and the **distributor**;
- (d) at a new **supply address** the boundary of which is located not more than 20 metres from a **distribution main**, on a date agreed between the **customer** and the **distributor** or, where no date is agreed, within 20 **business days** of the request from the **customer** or **retailer** for connection;
- (e) at a new **supply address** the boundary of which is located more than 20 metres from a **distribution main**, within a reasonable period of time of the date of the request from the **customer** or **retailer** for connection.

3.3 Installation

- (a) Upon being requested by a **customer** to do so, a **distributor** must modify the **connection** of the **customer's gas installation** to its **distribution system** within a reasonable time and on commercially reasonable terms and conditions.
- (b) A **distributor** must, on request by a **customer**, provide the **customer** or a **customer's gas installer** with reasonable information on the **distributor's** requirements for a proposed new **gas installation** or a proposed change to the **customer's gas installation**.

4. DISCONNECTION AND RECONNECTION

4.1 Disconnection

- (a) Subject to clause 4.2, a **distributor** must disconnect a **customer** from the **distribution system** immediately:
 - (1) at the direction in writing of a **retailer** in exercise of the rights of the **retailer** under the **Gas Retail Code** or under a contract with a **customer**; or

- (2) where a **customer** requests the **distributor** to disconnect the **customer**,

provided that, where the **retailer** is seeking disconnection under clause 4.1(a)(1), the **retailer** first certifies to the **distributor** that the **retailer** is entitled to disconnect the **customer** under the **Gas Retail Code** or another applicable contract with the **customer**.

- (b) A **distributor** may before making the disconnection require a **retailer**, in consideration of the **distributor** disconnecting a **customer**, to indemnify and keep indemnified the **distributor** from and against any loss, liability, damage, claim, action, proceeding, cost and expense suffered or incurred by or made or brought against the **distributor** in consequence of the disconnection of the **customer** from the **distribution system**.

4.2 Disconnection at Restricted Time

A **distributor** may not disconnect a **customer** at a **restricted time** except in the following circumstances:

- (a) in accordance with clause 5.1(a), (b), (c) or (e); or
- (b) in accordance with clause 5.1(d), provided the requirements as to notice have been met.

4.3 Reconnection

- (a) Upon the reason for a disconnection ceasing or expiring, a **distributor** must, if requested by a **retailer** or the **customer**, reconnect a **customer** who satisfies the requirements for connection to its **distribution system** on payment of any applicable reconnection charge.
- (b) Where a **distributor** is under an obligation to reconnect a **customer** in accordance with clause 4.3(a) and the **customer** makes a request for reconnection:
- (1) before 4 pm on a **business day**, the **distributor** shall use reasonable endeavours to make the reconnection on the day of the request;
- (2) after 4 pm on a **business day**, the **distributor** shall make the reconnection as soon as possible on the next **business day**; or
- (3) after 4 pm on a **business day** and before the close of normal business and pays the **distributor's** after hours reconnection charge, the **distributor** shall make the reconnection on that day.
- (c) Where a **retailer** notifies a **distributor** of a request for connection within a reasonable time of a **retailer** receiving the request for reconnection from a **customer**, the **distributor** shall reconnect the **customer** in accordance with the time periods set out in clause 4.3(b).

5. RELIABILITY OF SUPPLY

5.1 Curtailment

A **distributor** may curtail or interrupt the delivery of **gas** to a **distribution supply point** to the extent, and for such period of time, as the **distributor** considers is necessary:

- (a) if there is material damage to that part of the **distribution system** used to deliver **gas** at the **distribution supply point** or other necessity for repair;
- (b) if a **force majeure** event occurs which affects the **distributor's** ability to deliver **gas** at the **distribution supply point**;
- (c) in the event of an **emergency** or for a health or safety reason;
- (d) if work under a planned maintenance or **augmentation** program is undertaken, **notice** of which has been given to the **user** either by:
 - (1) giving the **user** direct **notice** of the intended curtailment or interruption at least 4 **business days** before the date of the curtailment or interruption; or
 - (2) causing a general **notice** to **users** to be published in a daily newspaper circulating in the region of Tasmania in which the **distribution supply point** is located, at least 5 **business days** before the date of the curtailment or interruption; or
- (e) under contractual interruption arrangements agreed between a **retailer** and a **customer**, or a **distributor** and a **user**.

5.2 Unplanned interruptions

In the case of an unplanned interruption, a **distributor** must provide a 24 hour telephone number to enable a **customer** to ascertain details, and the expected duration, of the interruption.

5.3 Explanation for interruption

A **distributor** must, at the request of a **customer**, provide an explanation for any interruption to **supply** to a **customer's supply address** within 20 **business days** of the request. The explanation must be in writing if the **customer** requests a written explanation.

5.4 Minimisation of interruption

A **distributor** must use best endeavours to minimise the duration of an interruption to **supply** referred to in clause 5.1 and must restore **supply** as soon as practicable.

6. COMPLAINT HANDLING AND DISPUTE RESOLUTION

6.1 Registering complaints

A **distributor** must:

- (a) have adequate staff and effective procedures for dealing with complaints and resolving disputes with **customers**; and
- (b) must publish information in a form approved by the **Director of Gas** to assist **customers** to register complaints and participate in procedures for the resolution of disputes.

6.2 Dealing with customer complaints

A **distributor** must deal with **customers'** complaints in accordance with the relevant **Australian Standard (AS 4269)**.

7. ANNUAL RETURN

7.1 Information to be included in annual return

Each annual return lodged by the **distributor** under section 27(2)(a) of the Gas Act must contain the information described in schedule 2.

7.2 Additional report

Every second year, to be counted from the year [...], the annual report is to be accompanied by a report prepared by a **reporter**.

8. MANAGEMENT PLANS

8.1 Management plan

The **distributor** must develop and submit to the Director of Gas;

- (a) a **compliance plan**;
- (b) an **asset management plan**; and
- (c) a **service plan**;

initially on or before [date] or such other date as is notified by the **Director of Gas**, subsequently by the first anniversary of that date, and after that, every two years.

8.2 Consistency with standards and codes

The **management plans** are to be made in accordance with and take account of any **standards** and **codes** issued by the **Director of Gas** under the **Gas Act**.

8.3 Community consultation

A **distributor** must undertake community consultation on aspects of **management plans**, which may affect the public.

8.4 Review by Director of Gas

A **distributor** must consider any comments made by the **Director of Gas** on the **management plans** and, if required by the **Director of Gas**, amend provisions of a **management plan** related to reporting to the **Director of Gas**, including processes for capturing and analysing data that is to be reported.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this **Code**, unless the context otherwise requires:

“asset management plan” means a written plan developed by a **distributor** outlining the procedures, practices and strategies for managing and auditing the asset management of the **distributor’s distribution system**;

“augmentation” means works to enlarge or increase the capability of a **distribution system**.

“Australian Standard (AS 4269)” means AS 4269 Complaints Handling published by the Standards Association of Australia, as in force from time to time (including any Code or standard having effect under that standard).

“Australian Standard (AS 3806)” means AS 3806 Compliance Programs published by the Standards Association of Australia, as in force from time to time (including any code or standard having effect under that standard).

“business day” means:

- (a) in relation to interaction between the **distributor** and a **customer** or **user** means a day on which banks are open for general banking business in the region of Tasmania in which the **customer’s supply address** or **user’s distribution supply point** is located, excluding a Saturday or Sunday; and
- (b) in all other cases means a day on which banks are open for general banking business in Hobart, excluding a Saturday or Sunday.

“**commencement date**” means the date referred to in clause 1.2.

“**compliance plan**” means a written plan developed by a **distributor** outlining the **distributor’s** procedures, practices and strategies for managing and auditing the **distributor’s** compliance under the **Gas Act**, its distribution licence, the **Gas Distribution Code**, and any **standards** and **codes** which must include (among other things) details of standards, indicators and targets for measuring the **distributor’s** compliance performance and which must be in accordance with **Australian Standard (AS 3806)**;

“**connection**” means the forming of a physical link to or through the **distribution system**.

“**corrector**” means a device which adjusts unconnected volume from actual to standard condition for billing and other purposes.

“**customer**” has the meaning given to that term in the **Gas Act**.

“**Director of Gas**” means the Director of Gas appointed under the **Gas Act**.

“**distribution licence**” means a licence to construct and operate **distribution systems** issued under the **Gas Act** .

“**distribution main**” means as pipeline forming part of the **distribution system** which carries gas for delivery to more than one property.

“**distribution pipeline**” means a pipeline licensed under the **Gas Act**.

“**distribution services**” means the service of receipt of **gas** at **transfer points**, haulage of the **gas** through the **distribution system** and delivery of the **gas** at **distribution supply points**, including prescribed distribution services, excluded distribution services (as defined in a **gas-pricing order**), and any service related to such services.

“**distribution supply point**” means:

- (a) the outlet of a **distributor’s meter** assembly used to measure a **customer’s gas** use; or
- (b) if paragraph (a) does not apply, the point of supply of **gas** between the **distributor** and the **customer**.

“**distribution system**” has the meaning given to that term under the **Gas Act**.

“**distributor**” means:

- (a) a person who holds a **distribution licence**; or
- (b) a person who is exempt from the requirement to obtain a **distribution licence** by section 117 of the **Gas Act**.

“emergency” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

“error limits” means the limits within which the components of **metering installations** affecting metering must be calibrated to be accurate as set out in Part A of Schedule 1.

“financial year” means a period commencing on 1 July in a calendar year and terminating on 30 June in the following calendar year.

“force majeure” means any event or circumstance not within a party's control and which the party, by applying the standard of a reasonable and prudent person, is not able to prevent or overcome. It includes but is not limited to:

- (1) acts of God, including, without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
- (2) strikes, lockouts, bans, slowdowns or other industrial disturbances;
- (3) acts of enemy, wars, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples;
- (4) fire or explosion;
- (5) epidemic or quarantine;
- (6) order of any court or the order, act, or omission or failure to act of any government authority having jurisdiction;
- (7) any **distribution pipeline** shutdown, curtailment or interruption which is validly required under relevant **Laws**; or
- (8) equipment breakdown, breakages or accident to machinery or pipelines, the necessity for making repairs and/or alterations in machinery or pipelines (other than routine maintenance or where the cause of such breakdown or breakage is a lack of proper maintenance).

“gas” has the meaning given to that term in the **Gas Act**.

“Gas Act” means the *Gas Act 2000 (Tas)*.

“gas installation” means any **gas** equipment located at a **customer's** premises that is not part of a **distribution system**.

“gas installer” means a person authorised under the relevant **Laws** to install, repair, alter or make any addition to a **gas installation** or to any part of a **gas installation**.

“Gas Pipelines Access Law” has the meaning given to that term in the *Gas Pipelines Access (Tasmania) Act 1997*.

“Gas Pipelines Act” means the *Gas Pipelines Act 2000 (Tas)*.

“gas-pricing order” means an order by the Minister under section 20A of the *Gas Act*.

“Gas Retail Code” means the retail chapter of the *Tasmanian Gas Code*.

“good gas industry practice” means practices, methods and systems which accord with best gas industry practice including:

- (a) relevant quality assurance schemes; and
- (b) all applicable state, national and international codes and standards.

“interested party” means a person whose interests are affected by a decision of the appropriate authority or an authorised officer of the appropriate authority.

“Laws” means any applicable Commonwealth, Tasmanian or local law, subordinate legislation, legislative instrument or mandatory regulatory requirement.

“management plan” means a *compliance plan, asset management plan or service plan*;

“meter” means a device which measures and records the volume of **gas** passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of **gas**.

“metering data” means data obtained from a *metering installation*.

“metering installation” means the *meter, corrector* and associated equipment and installations, including regulators to filter, control or regulate the flow of **gas**, including telemetry and data logging installed or to be installed for the collection of *metering data* relating to a *transfer point* or a *distribution supply point*.

“NATA” means the National Association of Testing Authorities in Australia.

“notice” means notice in writing.

“pipeline equipment” means in relation to a *distribution pipeline*:

- (1) equipment for inducing or facilitating the flow or movement of **gas** through the pipeline;
- (2) equipment or structure for giving protection or support to the pipeline;
- (3) equipment for transmitting information or instruction with regard to the operation of the pipeline;
- (4) valves, valve chambers, manholes, inspection pits and other similar equipment or facilities annexed to or adjoining or forming part of the pipeline; and

- (5) equipment for metering the flow or movement of **gas** or energy through the pipeline or any point on the pipeline.

“regulations” means regulations made under the **Gas Act**.

“reporter” means an appropriately qualified person engaged by the **Licensee** with the approval of the **Director of Gas** to report to the **Director of Gas** on compliance with and adequacy of **management plans** in accordance with terms of reference approved by the **Director of Gas**;

“restricted time” means:

- (a) any time after 2 pm on a **business day**;
- (b) any time on Friday, Saturday, Sunday or public holiday; and
- (c) any time on a day immediately preceding a public holiday.

“retailer” means a person licensed to sell gas by retail under a **retail licence** or a person who is exempt from the requirement to obtain a **retail licence** under section 117 of the **Gas Act**.

“retail licence” means a licence to sell **gas** by retail issued under the **Gas Act**.

“safety and operating plan” means a plan required to be submitted by a **distributor** under section 54 of the **Gas Act**;

“service pipe” means a pipe ending at a **metering installation** or, for an un-metered site a **gas installation**, which connects a **distribution main** or a **transmission pipeline** to a **customer’s** premises, as determined by a **distributor**.

“service plan” means a written plan developed by a **distributor** outlining the procedures, practices and strategies for managing and auditing the reliability and performance of the **distributor’s distribution system**, and the quality of supply;

“storage facility” means a facility for the storage of large quantities of **gas** including LNG storage services and underground storage facilities.

“supply” in relation to **gas**, means the delivery and sale of **gas**.

“supply address” means the address at which a **retailer** has **supplied, supplies** or may **supply** gas to a **customer**.

“Tasmanian Gas Code” means the code of that name issued by the **Director of Gas** under the **Gas Act**.

“transfer point” means a point at which **gas** passes from a **transmission system** into a **distribution system** or from a **distribution system** into a **distribution system**.

“transmission pipeline” means a pipeline licensed under the **Gas Pipelines Act**.

“transmission system” means a pipeline or a system of pipelines, for the high pressure transmission of **gas** and all related facilities, together with:

- (a) all structures for protecting or supporting the pipeline or system of pipelines; and
- (b) facilities for the compression of **gas**, the maintenance of the pipeline or system of pipelines and the injection or withdrawal of **gas**; and
- (c) all fittings, appurtenances, appliances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers); and
- (d) works and buildings used in connection with the pipeline or system of pipelines;

but excluding all **storage facilities** and **distribution systems**.

“unaccounted for gas” means the difference between the amount of **gas** passing into the **distribution system** at all **transfer points** and the amount of **gas** withdrawn from the **distribution system** at all **distribution supply points** including but not limited to leakage or other actual losses, discrepancies due to metering inaccuracies and variations of temperature, pressure and other parameters.

“user” means a **retailer** or a **customer** who has a contract for **distribution services** with the **distributor**.

9.2 Interpretation

In this **Code**, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this **Code**; and
- (b) words importing the singular include the plural and vice versa; and
- (c) words importing a gender include any gender; and
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency; and
- (e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this **Code**; and
- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement; and

- (g) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute; and
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document; and
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and
- (j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this **Code** have a corresponding meaning; and
- (k) a period of time:
 - (1) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (2) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (l) an event which is required under this Code to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**.

Schedule 1

Part A - Maximum Allowable Error Limits

The maximum allowable variance (**error limits**) in **volume** from the agreed true **volume** for **gas meters** shall be:

- (a) not more than 2 percent in favour of the **retailer**; and
- (b) not more than 3 percent in favour of the consumer.

The maximum allowable **error limit** range for **correctors** shall be ± 1 % in addition to the **error limits** outlined in (a) and (b) above.

The **error limit** range of **meters** and **correctors** shall be established under standard conditions at (1) 20% and (2) 100% of the badge capacity of the **meter**, by a testing agency approved by the **Director of Gas**.

The testing procedures for **gas meters** and flow **correctors** shall have an uncertainty limit of no more than 1%.

Part B Unaccounted for Gas

The benchmark quantity of **unaccounted for gas** for the rates of flow which a **distributor** must use its reasonable endeavours to ensure in its **distribution system** in a **financial year** is:

[TO BE INSERTED]

Schedule 2 - Annual Return

1. Technical

Information in relation to:

- 1.1. the quantity of each type of gas entering the **distribution system** from each source;
- 1.2. the specifications of each type of gas entering the **distribution system**;
- 1.3. a summary of the results of testing of metering accuracy;
- 1.4. reliable information in respect of:
 - 1.4.1. the total estimated amount of unaccounted for gas lost from the **distribution system**;
 - 1.4.2. the condition of the **distribution system**;
 - 1.4.3. the number of certificates of compliance received on connection of a **gas installation** to the **distribution system**; and
 - 1.4.4. the quantity and type of gas distributed to residential **customers** and non-residential **customers**.

2. Customers

- 2.1. the number of residential **customers** and non-residential **customers** connected to the **distribution system** as at the last day of the return period; and
- 2.2. the number of connections and disconnections of **customers** to or from the **distribution system**.

3. Complaints

A summary of:

- 3.1. the number and type of complaints made to the **distributor** in respect of:
 - 3.1.1. detectability of gas by odour;
 - 3.1.2. inadequate gas supply pressure; or
 - 3.1.3. any other relevant matter;
- 3.2. the action taken in response to each complaint; and
- 3.3. the duration of, and reason for, the circumstance giving rise to each complaint.

4. Regulatory

- 4.1. details of any failure by the **distributor** to comply with the **Act** which is known to the **distributor**;
- 4.2. notice of any material deviation from, or failure to comply with the **Safety and Operating Plan**;
- 4.3. details of the **distributor's** actual performance for the previous financial year against the standards, indicators and targets included in the **management plans**;
- 4.4. if the **distributor's** actual performance is below the targets included in a **management plan**, the reasons for the failure to meet the targets and strategies for achieving the targets in the future;
- 4.5. projections of the **distributor's** future performance against the standards, indicators and targets included in the **management plans**;
- 4.6. a description of the strategies adopted or to be adopted by the **distributor** to achieve or exceed the performance targets included in the **management plans**; and
- 4.7. details of the **distributor's** adherence to applicable Australian Standards.

5. Reliability of Supply

- 5.1. Unplanned interruptions to supply – for each incident:
 - 5.1.1. reason for the interruption;
 - 5.1.2. duration
 - 5.1.3. number of **customers** affected.
- 5.2. Planned interruptions to supply – for each incident:
 - 5.2.1. reason for the interruption;
 - 5.2.2. duration
 - 5.2.3. number of **customers** affected.

6. General

Any other information, including performance indicators, reasonably required by the **Director of Gas** by written notice from time to time.