

5.1.4 Calculation of the amounts chargeable for storages connected to more than one market area

1. For storage facilities that are connected to more than one market area both the discounted and the non-discounted tariff can be applicable. This article sets the rules for applying the correct tariff.
2. The *Dutch Network Code* (article 3.5, paragraph 4 of the Tariff Code Gas) states that the applicable tariff for storage facilities that are connected to more than one market area should be the non-discounted tariff.
3. The *Dutch Network Code* (article 3.5, paragraph 5 of the Tariff Code Gas) also states that by way of derogation, the storage discount can be applied if GTS and the storage system operator (SSO) for such a storage facility have concluded an agreement ("*agreement*") which guarantees that the discount is only granted to the extent that the storage facility is used as gas storage (closed loop), and there is no transport of gas via the storage facility between directly connected systems as referred to in recital 4 in the preamble and Article 9 of NC-TAR.
4. GTS will apply the applicable storage discount on an ex-ante basis, as a default situation, only if, and insofar, GTS and the SSO have signed the *agreement* and the SSO meets all the obligations as described in the *agreement* and the *agreement* has not been suspended and has not been terminated. In such a case the storage discount is applicable in case the send-in to the storage facility and the send-out of gas from the storage facility takes place within the same market area (closed loop).
5. Appendix xxx contains a list of network points, which are connected to a storage facility that is connected to more than one market area, which SSO is active at that facility and whether or not the *agreement* has been signed. The same Appendix also shows the template for the *agreement* to be signed by the SSO.
6. If Cross-border flows occur, these will be identified and administrated by the SSO. See appendix XXX for the way of determining cross-border flow. The maximum hourly cross-border flow on a gas day will be defined as cross-border capacity. GTS will determine the cross-border capacity on a daily basis for each shipper by using the standardized flow report which will be sent by the SSO on a monthly basis.
7. In case cross border capacity has been identified or the SSO did not meet all the obligations as described in the *agreement*, or the *agreement* has been suspended or has been terminated, the ex-ante applied discount should not have been granted. In such cases GTS will send a correction invoice to the shipper. Corrections will be applied for all gas days where cross-border capacity has been identified and for all days that the SSO did not meet all the obligations as described in the *agreement* and for all days during a suspension of the *agreement* and for all days without the *agreement*.

8. If the cross-border capacity was used to flow gas from the *THE* side to the *TTF* side, then GTS will use the firm entry day product as input for determining the amount chargeable.
9. If the cross-border capacity was used to flow gas from the *TTF* side to the *THE* side, then GTS will use the firm exit day product as input for determining the amount chargeable.
10. The amounts chargeable for the correction invoice as mentioned in article 5.1.4 sub 7 for a specific day will be calculated as follows:

$$AC = Cap \times D \times TP$$

where

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| Cap | = cross border capacity for a gas day in kWh/h or contracted capacity in kWh/h to which the discount should not have been granted because the SSO did not meet all the obligations as described in the <i>agreement</i> , or the <i>agreement</i> has been suspended or has been terminated; and |
| D | = the storage discount as laid down in the <i>Dutch Network Code</i> article 3.5, paragraph 2 of the Tariff Code Gas |
| TP | = the total price of firm entry capacity for the Day product in case of cross border entry capacity or in case of contracted entry capacity to which the discount should not have been granted because the SSO did not meet all the obligations as described in the <i>agreement</i> , or the <i>agreement</i> has been suspended or has been terminated
or
the total price of firm exit capacity for the Day product in case of cross border exit capacity or in case of contracted exit capacity to which the discount should not have been granted because the SSO did not meet all the obligations as described in the <i>agreement</i> , or the <i>agreement</i> has been suspended or has been terminated,
all for the specific network point as laid down in Appendix 1; and |
| AC | = the amount chargeable in euros |