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SECTION A: PARTIES AND PARTICIPATION

1. GENERAL

1.1 Introduction

1.1.1 This Section A sets out:

(a) the capacities which a Party may have under the Code;

(b) the arrangements for admission of new Parties to the Code;

(c) the requirement to provide Party Details to BSCCo and to update Party Details from time to time;

(d) the requirement to register as a Party with the CRA;

(e) the provisions as to withdrawal, expulsion or transfer of a Party from the Code.

1.2 Parties

1.2.1 A Party is a person who is for the time being bound by the Code by virtue of being a party to the Framework Agreement.

1.2.2 Parties include:

(a) BSCCo and the BSC Clearer;

(b) the NETSO;

(c) persons holding Licences (such persons being obliged by conditions in their Licences to become Parties) and persons obliged to become Parties by a condition (if any) in an Exemption applicable to such persons;

(d) other persons who choose to become Parties.

1.2.3 Except in paragraphs 1.2.1, 1.2.2, 2 (other than 2.6) and 5.3, references to Parties in this Section A do not include BSCCo or the BSC Clearer.

1.3 Participation capacities

1.3.1 A Party may or will have one or more of the following capacities ("**participation capacities**") under the Code:

(a) the NETSO (being the Party which is the holder for the time being of the ESO Licence);

(b) a Distribution System Operator (being a Party which distributes electricity through a Distribution System);

(c) a Trading Party (being a Party, other than the NETSO, which holds Energy Accounts pursuant to paragraph 1.4);

(d) an Interconnector Error Administrator (being a Party which, in accordance with Section K5.4, is for the time being appointed in respect of an Interconnector by the Interconnected System Operator, and has agreed to act as such, or a Party which is otherwise required to act as such);

(e) an Interconnector Administrator (being a Party which, in accordance with Section K5.4, is for the time being appointed in respect of an Interconnector by the Interconnected System Operator, and has agreed to act as such);

(f) a Supplier (being a Party which holds a Supply Licence and is responsible for Exports and/or Imports in respect of which one or more SVA Metering Systems are required to be registered pursuant to Section K);

(g) a Virtual Lead Party (being a Party which, in accordance with Section K8, may register Secondary BM Units)

(h) a Virtual Trading Party (being a Trading Party which, in accordance with Section K8, may register Trading Secondary BM Units)

and, for the avoidance of doubt, the words in paragraphs (a) to (h) in parentheses, following each term, are by way of explanation and are not intended to affect or alter the definition of such terms set out in Annex X-1.

1.3.2 The participation capacities listed in paragraph 1.3.1 are not limiting of any other capacity of a Party which may be provided for or referred to in the Code.

1.4 Energy Accounts

1.4.1 Each of the following Parties shall hold a Production Energy Account and a Consumption Energy Account for the purposes of the Code:

(a) a Party which is or is to be responsible (as defined in Section K) for Imports and/or Exports of electricity at one or more Boundary Points;

(b) a Party which is or is to be appointed and agrees to act as an Interconnector Error Administrator in relation to an Interconnector;

(c) any other Party which wishes to and applies in accordance with the Code to hold Energy Accounts;

(d) a Virtual Trading Party.

1.4.2 Subject to paragraph 1.4.3, no Party shall hold more than one Production Energy Account and more than one Consumption Energy Account and, accordingly, a Party which falls within more than one of the descriptions in paragraph 1.4.1(a), (b) or (c) shall hold one Production Energy Account and one Consumption Energy Account for all such activities.

1.4.3 If at any time the NETSO is appointed (other than pursuant to Section K5.4.5) as Interconnector Error Administrator in relation to an Interconnector, then the NETSO shall hold a Production Energy Account and a Consumption Energy Account in its capacity as Interconnector Error Administrator (and where it is so appointed in relation to more than one Interconnector, it shall hold separate such accounts in relation to each), in addition to and separately from Energy Accounts which it may hold pursuant to paragraph 1.4.1(c).

1.4A Virtual Balancing Accounts

1.4A.1 A Party that registers solely as a Virtual Lead Party shall hold a Virtual Balancing Account unless it has also registered as Virtual Trading Party or it has otherwise applied to hold Energy Accounts in accordance with paragraph 1.4.1(c). A Party may at any point in time only hold either a Virtual Balancing Account or Energy Accounts.

1.4A.2 No Party shall hold more than one Virtual Balancing Account.

2. ACCESSION

2.1 Admission of new Parties

2.1.1 Subject to paragraphs 2.1.2 and 2.2.5, any person shall be entitled to be admitted as a party to the Framework Agreement subject to and in accordance with the provisions of this paragraph 2.

2.1.2 A person which is for the time being a BSC Agent shall not be entitled to be a Party.

2.2 Accession Procedure

2.2.1 A person wishing to accede to the Framework Agreement (a "**Party Applicant**") shall submit to BSCCo:

(a) a duly completed application form in such form as BSCCo may from time to time prescribe giving its Party Details as at the time of its application;

(b) an undertaking from the Party Applicant (in the form prescribed in the application form) that the Party Details of such Party Applicant are complete and accurate in all material respects; and

(c) the Application Fee.

2.2.2 Upon receipt of the items referred to in paragraph 2.2.1, BSCCo shall as soon as reasonably practicable:

(a) check that the application form has been duly completed by the Party Applicant and the relevant supporting documentation and Application Fee have been provided;

(b) notify:

~~(i) each Panel Member;~~

(i~~i~~) each Party; and

(ii~~i~~) the Authority

of the name of the Party Applicant, and the participation capacities (if any) notified by the Party Applicant in its Party Details; and

(c) prepare an Accession Agreement for the Party Applicant and send it to such Party Applicant for execution.

2.2.3 Upon receipt by BSCCo of an Accession Agreement duly executed by a Party Applicant, BSCCo shall promptly:

(a) execute and deliver such Accession Agreement on behalf of all Parties;

(b) send a certified copy of such Accession Agreement, duly executed by the Party Applicant and BSCCo, to the Party Applicant;

(c) give notice of the accession of such Party Applicant to:

(i) the Party Applicant;

~~(ii)each Panel Member;~~

(iiiii) each Party;

(iiiiv) the Authority;

(iv) each BSC Agent.

2.2.4 Subject to and in accordance with the provisions of this paragraph 2.2, each Party hereby irrevocably and unconditionally authorises BSCCo to execute and deliver on behalf of such Party any Accession Agreement duly executed by a Party Applicant, and to admit the Party Applicant as a Party.

2.2.5 No person shall enter into or accede to the Framework Agreement, unless that person has first:

(a) obtained from BSCCo, after giving an undertaking of confidentiality in the form required by and in compliance with the other requirements specified by BSCCo, a copy of the "IPR Litigation Requirements" document; and

(b) complied with the applicable requirements set out in that document.

2.2.6 For the purposes of paragraph 2.2.5:

(a) the "IPR Litigation Requirements" document is the document of that title prepared by BSCCo dated the Code Effective Date;

(b) BSCCo may amend and update such document from time to time as necessary provided that any such amendment shall not seek to impose obligations or restrictions on Party Applicants which are materially more onerous than those which applied prior to such amendment.

2.2.7 The requirements contained in paragraph 2.2.5 and all related requirements in the Code shall not apply to any person acceding to the Framework Agreement after 7th April 2003.

2.3 Disputes as to admission

2.3.1 If:

(a) there is any dispute as to whether a Party Applicant has fulfilled the requirements in paragraph 2.2 (including paragraph 2.2.5) and is entitled to be admitted as a party to the Framework Agreement; and

(b) the Authority determines, as provided by ~~the ESO~~special condition 1 of the Code Manager Licence, that such Party Applicant has fulfilled such requirements and is entitled to be so admitted,

subject to paragraph 2.2.5, such Party Applicant shall be admitted as a party to the Framework Agreement and BSCCo shall forthwith execute and deliver an Accession Agreement, duly executed by the Party Applicant, in order to effect such admission (and shall comply with the other provisions of paragraph 2.2.3).

2.3.2 Not used. ~~If BSCCo fails to comply with paragraph 2.3.1 and the Authority directs the NETSO to admit the Party Applicant as a party to the Framework Agreement pursuant to the ESO Licence:~~

~~(a) subject to paragraph 2.2.5, the NETSO shall prepare an Accession Agreement to admit such Party Applicant and shall, on behalf of all Parties, execute and deliver such Accession~~

~~Agreement, duly executed by the Party Applicant, and provide a copy to BSCCo (to enable it to comply with paragraphs 2.2.3(b) and (c));~~

~~(b) the NETSO shall be entitled to be reimbursed by BSCCo for its reasonable costs incurred in so doing.~~

2.3.3 Not used. ~~Where the Authority directs the NETSO to admit a Party Applicant as a party to the Framework Agreement pursuant to the ESO Licence, each Party hereby irrevocably and unconditionally authorises the NETSO to execute and deliver on behalf of such Party an Accession Agreement, duly executed by such Party Applicant, to admit such Party Applicant.~~

2.4 Accession

2.4.1 The accession of a Party Applicant to the Framework Agreement shall be effective on and from the date of the Accession Agreement.

2.4.2 The admission of any person as a party to the Framework Agreement and/or the registration or absence of registration of a Party for any purposes of the Code shall not affect or limit in any way the responsibility of each Party to ensure that it complies with each of the requirements of the Code applicable to such Party and with any applicable Legal Requirements, or the rights and obligations of Parties if a Party fails so to comply.

2.5 Application fee

2.5.1 ~~The Panel~~ BSCCo shall from time to time set the application fee payable by Party Applicants in connection with an application for admission as a party to the Framework Agreement.

2.5.2 The Application Fee shall not exceed the amount which in BSCCo~~the Panel~~'s opinion (at the time of setting such fee) represents the reasonable average costs of BSCCo in processing an application for admission as a party to the Framework Agreement.

2.5.3 The Application Fee paid by a Party Applicant shall not be refunded to such Party Applicant for any reason.

2.6 Withdrawal of a Party which does not commence trading

2.6.1 Subject to the further provisions of this paragraph 2.6 ~~and unless the Panel otherwise agrees~~, if, by the expiry of a period of six months (or any extended period under paragraph 2.6.2) after the effective date of accession of a Party to the Framework Agreement, none of the steps specified in paragraph 2.6.3 has been taken by or in relation to such Party, then:

(a) BSCCo shall give notice to that effect to such Party;

(b) such Party shall automatically cease to be a Party (and cease to be a party to the Framework Agreement) with effect one month after the date on which BSCCo gives such notice (and such Party shall be treated as being a Discontinuing Party and as having withdrawn from the Code for the purposes of paragraph 5.3.1(a)).

2.6.2 ~~The Panel~~BSCCo may upon the application of the Party extend (on one or more occasions) the period of six months referred to in paragraph 2.6.1, and (where it has extended such period) may determine that a prior notice given by ~~BSCCo~~ it to the Party under paragraph 2.6.1(a) shall be of no effect.

2.6.3 The steps are:

(a) the application to register a Metering System;

(b) the application to register a BM Unit;

(c) the submission of any Energy Contract Volume Notification or Metered Volume Reallocation Notification;

(d) the appointment of such Party as Interconnector Administrator or Interconnector Error Administrator in relation to one or more Interconnectors.

2.6.4 Paragraph 2.6.1 shall not apply~~:~~

~~(a) to a Party which is the holder of a Licence or subject to a condition in an Exemption by virtue of which it is required to be a Party or to comply with the Code.;~~

~~(b) for a period of fourteen months after the Go-live Date (or such longer period as the Panel may determine), to a Party which was a Pool Member as at the Go-live Date.~~

2.7 Novation Procedure

2.7.1 A person wishing to be admitted as a party to the Framework Agreement by novation (a "**Novation Applicant**") shall submit to BSCCo:

(a) a duly completed application form in such form as BSCCo may from time to time prescribe, signed by an Authorised Person, giving its Party Details as at the time of its application and enclosing a Novation Agreement signed by the Novation Applicant and the Party wishing to transfer its rights and obligations under an Accession Agreement ("**Transferring Party**");

(b) an undertaking from the Novation Applicant (in the form prescribed in the application form) that the Party Details of such Novation Applicant are complete and accurate in all material respects; and

(c) the Novation Fee.

2.7.2 Upon receipt of the items referred to in paragraph 2.7.1, BSCCo shall as soon as reasonably practicable:

(a) check that the application form has been duly completed by the Novation Applicant and the documentation required by paragraph 2.7.1 and the Novation Fee have been duly provided;

(b) notify:

(~~i~~) ~~each Panel Member;~~

(i~~i~~) each Party; and

(ii~~i~~) the Authority

of the name of the Novation Applicant and the Transferring Party, and the participation capacities (if any) notified by the Party Applicant in its Party Details.~~; and~~

~~(c) attend a Panel meeting held in accordance with paragraph 2.7.3.~~

2.7.3 If:

(a) a Novation Applicant has fulfilled the requirements in paragraph 2.7.1; and

(b) BSCCo determines, in its absolute discretion, that a novation request under paragraph 2.7.1 should be granted,

then such Novation Applicant shall be admitted as a party to the Framework Agreement and BSCCo shall forthwith date, execute and deliver a Novation Agreement, duly executed by the Novation Applicant, in order to effect such admission and give notice of the admission of such Novation Applicant as a Party, and the replacement of the Transferring Party, to:

(i) the Novation Applicant;

~~(ii) each Panel Member;~~

(i~~i~~i) each Party;

(iii~~v~~) the Authority; and

(iv) each BSC Agent.

2.7.4 A decision of ~~the Panel~~BSCCo pursuant to paragraph 2.7.3 shall be final and binding on the Novation Applicant and the Novation Applicant shall have no right of appeal. ~~The Panel may at a hearing held under paragraph 2.7.3 request further information be provided by a Novation Applicant. In such an event the Novation Applicant shall provide such information and a further hearing or hearings shall be then held prior to the Panel making its decision under paragraph 2.7.3.~~

2.7.5 Subject to and in accordance with the provisions of this paragraph 2.7, each Party hereby irrevocably and unconditionally authorises BSCCo to date, execute and deliver on behalf of such Party any Novation Agreement duly executed by a Novation Applicant and a Transferring Party, to admit any Novation Applicant as a Party as of the date of its Novation Agreement ("**Novation Date**"), to transfer the BSC Party ID and any authorisations and qualifications obtained under the Code from the Transferring Party to the new Party, and to release any Transferring Party under the provisions of paragraph 5.3.

2.7.6 ~~The Panel~~BSCCo shall from time to time set the fee payable by Novation Applicants in connection with an application by novation as a party to the Framework Agreement ("**Novation Fee**"). The Novation Fee shall not exceed the amount which in ~~the Panel~~BSCCo's opinion (at the time of setting such fee) represents the reasonable average costs of BSCCo in processing an application by novation as a party to the Framework Agreement. The Novation Fee paid by a Party Applicant shall not be refunded to such Party Applicant for any reason.

3. PARTY DETAILS AND PROVISION OF INFORMATION TO BSCCo

3.1 Party Details

3.1.1 For the purposes of the Code, the "**Party Details**" of a Party (which shall include for the purposes of paragraph 2 a Party Applicant) are the following details and documentation of the Party:

(a) its full name and contact details;

(b) the name, postal address, facsimile number and electronic mail **(e-mail)** address of the person for whose attention notices or communications issued in accordance with Section H9.2 should be marked;

(c) details for service of process, where the Party is required to provide such details pursuant to Section H9.9.3;

(d) whether the Party is (or intends to be) the holder of a Licence and/or benefits (or intends to benefit) from an Exemption, and (if so) details of such Licence or Exemption (including whether the Party is required by a condition in the Exemption to be Party or to comply with the Code) and the circumstances requiring the Party to hold or benefit from the same;

(e) the participation capacities (if any) which the Party has or (at the time at which such details are notified to BSCCo) intends or expects to have, and the date from which it has or intends or expects to have each such capacity;

(f) such supporting documentation as BSCCo may reasonably require in order to validate that the Party has or will have such participation capacities;

(g) whether the Party was a party to the Pooling and Settlement Agreement at the date of or at any time after the date of execution of the Framework Agreement and, if so, in what capacity(ies);

(h) the identity of any other Party which is an Affiliate of the Party; and

(i) whether the Party is registered for VAT purposes and if so the Party's VAT registration number.

3.2 Provision of Party Details to BSCCo

3.2.1 Each Party shall:

(a) provide its Party Details to BSCCo; and

(b) ensure that its Party Details for the time being provided to BSCCo remain accurate and complete in all material respects.

3.2.2 Without prejudice to the generality of paragraph 3.2.1, if at any time:

(a) a Party wishes to change any of its contact details forming part of such Party Details; or

(b) there is or will be any change in the participation capacities of a Party; or

(c) there is any change in the circumstances of a Party referred to in paragraph 3.1(d); or

(d) the Party Details of a Party otherwise cease for whatever reason to be accurate and complete in all material respects;

such Party shall notify BSCCo as soon as reasonably practicable and, wherever possible, in advance of such change and shall provide such further information and supporting documentation as BSCCo may reasonably require to evidence such change.

3.2.3 Without prejudice to paragraph 3.1.1(b), any additional e-mail address(es) submitted by a Party for the purpose of receiving notices or communications in relation to matters contemplated by the Code or Code Subsidiary Documents in accordance with Section H9.2 shall form part of the Party Details of that Party.

3.3 Role of BSCCo

3.3.1 Without prejudice to paragraphs 2.2.1(b), 2.4.2 and 3.2, BSCCo shall be responsible for validating as far as reasonably practicable that a Party has or will have the participation capacities from time to time notified by it in its Party Details; provided that, subject to requesting relevant information from the Authority, the NETSO, the Distribution System Operators and the Interconnector Administrators and to requesting appropriate supporting documentation from such Party, BSCCo shall not be required to undertake any further external validation of such matters. If, following such validation and having undertaken a SAF Consultation, BSCCo disagrees with the Party's participation capacity as so notified by the Party in its Party Details, it shall notify the Party of such decision and amend the capacity accordingly.

3.3.2 The NETSO and each Distribution System Operator and each Interconnector Administrator shall provide BSCCo with such information (of a kind which they hold) as BSCCo may reasonably request for the purposes of paragraph 3.3.1; and each Party hereby consents to the disclosure by the NETSO and the Distribution System Operators and each Interconnector Administrator of any such information for that purpose.

3.3.3 If a Party considers that BSCCo has made an error in validating, or failing to validate, under paragraph 3.3.1 that such Party or another Party holds a particular participation capacity, the Party may request that BSCCo undertake a SAF Referral to reconsider such matter~~refer the matter to the Panel for determination~~. BSCCo shall, after such Referral, issue its determination of the matter (which such determination shall, where not in accordance with the SAF's recommendation) set out the reasoning behind such deviation (and BSCCo shall ensure that any confirmation under paragraph 3.3.4 and the list maintained under paragraph 3.3.5 reflects ~~the Panel's~~BSCCo's ultimate determination).

3.3.4 BSCCo shall provide the CRA on request with confirmation as to the matters referred to in paragraph 3.3.1.

3.3.5 BSCCo shall establish and maintain a list of the names, addresses and participation capacities of each Party and shall:

(a) send a copy of such list (as revised and updated from time to time) to the CRA; and

(b) ensure that the current version of such list is available on the BSC Website.

4. PARTY REGISTRATION

4.1 Registration requirements

4.1.1 Each Party shall register and ensure that it remains registered in the CRS in accordance with this paragraph 4.

4.1.2 A Party is required to be registered, with any participation capacity it may have, in the CRS, before in that capacity:

(a) it registers any Metering System or BM Unit;

(b) it registers any Party Agent;

(c) it takes any other step or action under the Code for which the registration of a Metering System or BM Unit or the appointment of a Party Agent is a pre-requisite.

4.1.3 Without prejudice to paragraph 4.1.1, but subject to paragraph 4.1.4, a Party shall apply for registration in the CRS promptly upon executing or acceding to the Framework Agreement; and it shall be the responsibility of each Party to secure that it is registered in CRS in sufficient time to enable it to comply with any requirements (applying to it) under the Code to do any of the things in paragraph 4.1.2.

4.1.4 A Party Applicant who has applied (in accordance with paragraph 2) to accede to the Framework Agreement may apply for registration in CRS, provided that such registration shall not be effective before the Party Applicant becomes a Party.

4.1.5 The registration of a Party shall not become effective until such Party has complied with the requirements in Sections O3.1 and O3.2.

4.2 Party Registration Data

For the purposes of the Code, the "**Party Registration Data**" of a Party is:

(a) its full name and contact details;

(b) the participation capacities (if any) which (at the time of its registration in CRS or a revision thereof) it has or intends or expects to have, and the date with effect from which it has or intends or expects to have each such participation capacity;

(c) whether it holds, or wishes or is required (pursuant to paragraph 1.4) to hold, Energy Accounts;

(d) the identity of any Interconnector in relation to which the Party is or is to be Interconnector Administrator or Interconnector Error Administrator;

(e) whether it holds, or wishes or is required (pursuant to paragraph 1.4A) to hold a Virtual Balancing Account.

4.3 Initial registration in CRS

4.3.1 A Party shall apply for registration in CRS by submitting to the CRA in accordance with BSCP65 its Party Registration Data and the date from which it wishes its registration to be effective.

4.3.2 Upon receiving a Party's application for registration in CRS, the CRA shall seek confirmation from BSCCo that such Party is a party to the Framework Agreement, that its application pursuant to paragraph 4.3.1 is consistent with the Party Details held by BSCCo in respect of such Party and that it has complied with the requirements referred to in paragraph 4.1.5.

4.3.3 Subject to receiving confirmation from BSCCo as to the matters in paragraph 4.3.2, the CRA shall in accordance with BSCP65:

(a) enter and maintain the Party Registration Data in CRS;

(b) allocate a registration identity to such Party;

(c) where the Party wishes or (by virtue of paragraph 1.4) is required to hold Energy Accounts, allocate a Production Energy Account and a Consumption Energy Account to such Party; and

(d) where the Party is registering to hold the Virtual Lead Party participation capacity, is not required to hold Energy Accounts (by virtue of paragraph 1.4), and does not hold Energy Accounts, allocate a Virtual Balancing Account to such Party.

4.4 Changes to the Party Registration Data

4.4.1 If at any time:

(a) there is any change in the participation capacities of a Party;

(b) the Party Registration Data of a Party otherwise ceases for whatever reason to be accurate and complete in all material respects;

(c) a Party wishes to become a Trading Party, or (not being required to be a Trading Party by virtue of paragraph 1.4) wishes to cease to be a Trading Party;

(d) a Virtual Lead Party wishes or (by virtue of paragraph 1.4) is required to become a Trading Party;

(e) a Virtual Lead Party (not being required to be a Trading Party by virtue of paragraph 1.4) wishes to cease to be a Trading Party and to hold a Virtual Balancing Account; or

(f) a Virtual Lead Party that is not a Trading Party wishes to cease to be a Virtual Lead Party and to cease holding a Virtual Balancing Account,

such Party shall apply to the CRA in accordance with BSCP65 to revise its registration in order to reflect such change, specifying the date from which such change is to be effective.

4.4.2 Upon receipt of an application pursuant to paragraph 4.4.1 and subject to confirmation from BSCCo that the information contained in such application is consistent with the Party Details held by BSCCo in respect of such Party, the CRA shall:

(a) subject to paragraph 4.4.3, revise the Party Registration Data maintained in CRS to take account of any changes set out in such application;

(b) where the Party wishes or (by virtue of paragraph 1.4) is required to become a Trading Party, allocate a Production Energy Account and a Consumption Energy Account to such Party;

(c) where the Party wishes to cease to be a Trading Party and is not required (by virtue of paragraph 1.4) to be a Trading Party, subject to paragraph 4.4.3, close the Party's Production Energy Account and Consumption Energy Account;

(d) where the Virtual Lead Party wishes or (by virtue of paragraph 1.4) is required to become a Trading Party, close the Virtual Lead Party's Virtual Balancing Account;

(e) where the Virtual Lead Party (not being required to be a Trading Party by virtue of paragraph 1.4) wishes to cease to be a Trading Party pursuant to paragraph 4.4.2 (c), subject to paragraph 4.4.3, allocate a Virtual Balancing Account to such Virtual Lead Party; and

(f) where the Virtual Lead Party that is not a Trading Party wishes to cease to be a Virtual Lead Party, close the Virtual Lead Party's Virtual Balancing Account.

4.4.3 For the purposes of this paragraph 4.4:

(a) a Party may only cease to be a Trading Party if, and from no earlier than the date when, the following conditions have been met:

(i) there are no Energy Contract Volume Notifications or Metered Volume Reallocation Notifications in force, in respect of which the Party is a Contract Trading Party, relating to Settlement Periods after that date and containing Energy Contract Volume Data or Metered Volume Reallocation Data with non-zero values; and

(ii) the Party has terminated all ECVNA Authorisations and MVRNA Authorisations made under its authority; and

(b) where a Party ceases to be a Trading Party, it shall remain liable for any obligations and entitled to any benefits accrued or accruing to it as a Trading Party under the Code in respect of any Settlement Period or other period prior to the date referred to in paragraph (a) (including in respect of Reconciliation Charges) and, accordingly, from that date, references to a Trading Party under the Code shall include such Party only for those purposes;

(c) where a Virtual Lead Party that holds a Virtual Balancing Account ceases to be a Virtual Lead Party, it shall remain liable for any obligations and entitled to any benefits accrued or accruing to it as a Virtual Lead Party under the Code in respect of any Settlement Period or other period prior to the date referred to in paragraph (a) (including in respect of Reconciliation Charges) and, accordingly, from that date, references to a Virtual Lead Party under the Code shall include such Party only for those purposes.

4.5 General provisions

4.5.1 Any initial registration in CRS pursuant to paragraph 4.3.1, and any revision of a registration in CRS pursuant to paragraph 4.4.1, shall not be effective until the later of the date specified in the application made under paragraph 4.3.1 or 4.4.1 (as the case may be) and the date when BSCCo provides the confirmation to the CRA required pursuant to paragraph 4.3.2 or 4.4.2.

4.5.2 Following entry or revision of any Party's Party Registration Data in CRS pursuant to paragraph 4.3.3 or 4.4.2, the CRA shall notify:

(a) such Party;

(b) BSCCo;

(c) each BSC Agent

of the Party's registration identity and Energy Account details or Virtual Balancing Account details in accordance with BSCP65.

4.5.3 For the avoidance of doubt, in addition to registration under this paragraph 4, a Party must satisfy further requirements set out or referred to in the Code (including where applicable requirements in Sections J, K, L, N, O, R and S) before it may exercise certain rights (of Parties in relevant participation capacities) under the Code.

5. EXIT

5.1 Withdrawal

5.1.1 Subject to paragraph 5.1.3, each Party (the "**Withdrawing Party**") shall be entitled to withdraw from the Code (and cease to be a party to the Framework Agreement) by giving notice in writing (a "**Withdrawal Notice**") to BSCCo.

5.1.2 The Withdrawal Notice shall specify the time and date (the "**Withdrawal Date**"), being not less than twenty-eight days after the date of the Withdrawal Notice, with effect from which the Withdrawing Party wishes to withdraw from the Code and cease to be a party to the Framework Agreement.

5.1.3 A Party may not withdraw from the Code or cease to be a party to the Framework Agreement (and any Withdrawal Notice shall be of no effect) if, as at 1700 hours on the day which is two Business Days prior to the Withdrawal Date:

(a) subject to paragraph 5.1.5, any sums accrued and payable under the Code by such Party (whether or not due for payment and whether or not the subject of a dispute) remain, in whole or in part, to be paid by such Party; or

(b) the Final Reconciliation Settlement Run has not been carried out in relation to the last Settlement Day, or the corresponding Payment Date is not yet past; or

(c) the final determination (pursuant to Section D4.4) has not been carried out in respect of BSCCo Charges for the BSC Year in which the last Settlement Day fell, or the due date for payment of amounts payable pursuant to such determination is not yet past; or

(d) such Party continues to be registered under the Code (and/or the REC) in respect of any Metering Systems or BM Units (except for Base BM Units); or

(e) subject to paragraph 5.1.5 there is any outstanding Default by such Party (of which notice has been given to the Party) which is capable of remedy and has not been remedied; or

(f) such Party is subject to any Licence condition and/or Exemption condition by virtue of which it is required to be a Party and/or to comply with the Code or which would otherwise be infringed if such Party withdrew from the Code; or

(g) where such Party is an Interconnector Administrator or an Interconnector Error Administrator, no replacement Interconnector Administrator or Interconnector Error Administrator (as the case may) has been appointed and has agreed to act in its place.

5.1.4 For the purposes of this paragraph 5, in relation to a Discontinuing Party, the "**last**" Settlement Day is the final Settlement Day in respect of which any amounts by way of Trading Charges may be payable by or to a Discontinuing Party.

5.1.5 In respect of a Withdrawing Party who is in Default solely by virtue of Section H3.1.1(g):

(i) BSCCo~~the Panel~~ may, in its discretion, determine that paragraph 5.1.3(a), shall not apply in respect of any amount payable by way of the Base Monthly Charge or the Base Virtual Lead Party Monthly Charge accruing after the date of the Withdrawal Notice; and

(ii) paragraph 5.1.3(e) shall not apply.

5.1.6 A Withdrawing Party may satisfy the requirements set out in paragraphs 5.1.3 (a) to (c) by transferring, in accordance with paragraph 5.1.7, to another Party (the "**transferee Party**"):

(a) its BSC Party ID (the "**Transferring BSC Party ID**");

(b) all of its outstanding obligations and liabilities (whether actual, contingent, accrued or otherwise) referred to in paragraphs 5.1.3 (a) to (c); and

(c) to the extent applicable, any rights and liabilities (whether actual, contingent, accrued or otherwise) in respect of any Credit Cover deposited in cash by the Withdrawing Party with the BSC Clearer pursuant to Section M.

5.1.7 A Withdrawing Party may request such a transfer in accordance with BSCP65 and, subject to the transferee Party confirming its consent to the transfer, ~~the Panel~~BSCCo shall determine, in its absolute discretion, whether such request should be granted. In respect of such determination:

(a) ~~the Panel~~BSCCo may request such further information from the Withdrawing Party or the transferee Party as it considers necessary;

(b) a decision ~~of the Panel~~by BSCCo pursuant to this paragraph 5.1.7 shall be final and binding and there shall be no right of appeal.

5.1.8 In respect of a transfer request approved by ~~the Panel~~BSCCo pursuant to paragraph 5.1.7:

(a) such transfer shall take effect from 00:00 on the Withdrawal Date;

(b) the transferee Party hereby irrevocably consents to assume, with effect from the Withdrawal Date of the Withdrawing Party, the BSC Party ID, rights, obligations and liabilities set out in paragraph 5.1.6;

(c) BSCCo and the transferee Party shall promptly take such steps as may be necessary (including any steps required by BSCP65) to ensure that the Transferring BSC Party ID is withdrawn.

5.2 Expulsion

5.2.1 Where a Party may be expelled from the Code pursuant to any provision of the Code, ~~the Panel~~BSCCo shall decide (in its absolute discretion) whether or not to expel such Party, subject to the further provisions of this paragraph 5.2.

5.2.2 ~~The Panel~~BSCCo shall notify the Authority and each other Party of its intention to expel a Party, at least twenty-eight days before giving an Expulsion Notice to that Party, and shall have regard to any representations made to it by the Authority and/or any other Party in respect thereof.

5.2.3 Where a Party is subject to a condition of any Licence or Exemption by virtue of which it is required to be a Party and/or to comply with the Code or which would otherwise be infringed if such Party were expelled from the Code, ~~the Panel~~BSCCo shall not be entitled to expel such Party without the prior approval of the Authority.

5.2.4 Where ~~the Panel~~BSCCo decides (and is entitled in accordance with this paragraph 5.2) to expel a Party, such expulsion shall take effect (and the Party shall cease to be a party to the Framework Agreement) at the time and on the date specified by ~~the Panel~~BSCCo in a notice (the "**Expulsion Notice**") to such Party provided that such date (the "**Expulsion Date**") shall not be earlier than twenty-eight days after the date of such notice.

5.3 General provisions

5.3.1 Where a Party (the "**Discontinuing Party**"):

(a) withdraws from the Code and ceases to be a party to the Framework Agreement pursuant to paragraph 5.1;

(b) is expelled from the Code and ceases to be a party to the Framework Agreement pursuant to paragraph 5.2; or

(c) transfers its Accession Agreement and ceases to be a party to the Framework Agreement pursuant to paragraph 2.7

the provisions of this paragraph 5.3 shall apply.

5.3.2 With effect from the Withdrawal Date, Expulsion Date or Novation Date (as the case may be) (the "**Discontinuance Date**"):

(a) the Discontinuing Party shall, subject to the provisions of paragraph 5.3.3, be automatically released and discharged from all its obligations and liabilities under the Code (including the Code Subsidiary Documents) and the Framework Agreement;

(b) each other Party shall, subject to the provisions of paragraph 5.3.3, be automatically released and discharged from all its obligations and liabilities to the Discontinuing Party under the Code (including the Code Subsidiary Documents) and the Framework Agreement; and

(c) (without prejudice to paragraph 5.1.3(d)) any registrations and authorisations made by the Discontinuing Party under the Code (other than those transferred by a Transferring Party under a Novation Agreement) shall cease to be effective.

5.3.3 Any release and discharge referred to in paragraph 5.3.2 (other than a release and discharge of a Transferring Party or a release and discharge of a Discontinuing Party to the extent that such Discontinuing Party has novated obligations and liabilities to a transferee Party pursuant to paragraph 5.1.6) shall not extend to:

(a) the rights and liabilities (whether actual, contingent, accrued or otherwise) of a Party as at the Discontinuance Date (including, in the case of the expulsion of a Party, any accrued rights of each other Party in respect of the circumstances giving rise to such expulsion);

(b) any rights and liabilities (whether actual, contingent, accrued or otherwise) of a Party which may accrue pursuant to any Reconciliation Settlement Run or Extra Settlement Determination relating to any Settlement Day up to and including the last Settlement Day;

(c) the obligations of the Discontinuing Party under Section H4.2.

5.3.4 Save as provided in paragraph 5.3.2, the Framework Agreement and Code shall, upon the withdrawal, expulsion or exit by transfer (as the case may be) of any Party, remain in full force and effect and binding on each of the other Parties.

5.3.5 BSCCo shall, where possible before and in any event promptly upon the withdrawal, expulsion or exit by transfer of such Party, notify the same to:

(a) each other Party;

(b) ~~each Panel Member;~~ not used

(c) the Authority; and

(d) each BSC Agent.

ANNEX A-1

Form of Accession Agreement

THIS ACCESSION AGREEMENT is made on [ ] between:

(1) [*Insert name of person authorised under the BSC to sign the Accession Agreement on behalf of Parties*] on its own behalf and on behalf of all the other parties to the BSC Framework Agreement (the "**Authorised Person**"); and

(2) [*Insert name of person wishing to be admitted to the BSC*] (the "**Party Applicant**") whose principal office is at [ ]

WHEREAS:

(A) By the BSC Framework Agreement dated [ ] made between the Original Parties named therein and as now in force between the Parties by virtue of any Accession Agreement entered into by any New Party before the date of this Accession Agreement (the "**Framework Agreement**"), the Parties agreed to give effect to and be bound by the BSC.

(B) The Party Applicant has complied with the requirements of the BSC as to accession and wishes to be admitted as a Party.

IT IS HEREBY AGREED as follows:

1. In this Accession Agreement, words and expression 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. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Party Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.

3. The Party Applicant hereby accepts its admission as a Party and undertakes with the Authorised Person (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 Party Applicant shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement from the date hereof, and as if this Accession Agreement were part of the Framework Agreement from the date hereof, and the rights and obligations of the Parties shall be construed accordingly.

5. This Accession 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 Accession Agreement.

6. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the BSC), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same.

7. This Accession Agreement may be executed in counterparts.

8. This Accession Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales and the courts of Scotland only.

9. If the Party Applicant is not a company incorporated under the Companies Act 1985, as amended, it shall provide to the Authorised Person an address in Great Britain for service of process on its behalf in any proceedings; provided that if the Party Applicant fails at any time to provide such address, the Party Applicant shall be deemed to have appointed BSCCo (as defined in the BSC) as its agent to accept service of process on its behalf until and unless it provides to BSCCo an alternative address in Great Britain for these purposes.

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

AMENDMENT RECORD – SECTION A

Section A	Version 14.0	01/10/2024: 07 November 2024

Modification Proposal	Approval Date	Implementation Date	Version
P415	06/10/23	07/11/24	14.0
ORD009	13/09/2024	01/10/24	13.0
P450	12/01/23	23/02/23	12.0
P420	23/07/21	01/09/21	11.0
P414	03/02/21	25/02/21	10.0
P369	24/09/18	29/03/19	9.0
P344	24/08/18	28/02/19	8.0
P318 Self Governance	08/10/15	25/02/16	7.0
P208	16/01/07	22/02/07	6.0
P159	17/08/04	23/02/05	5.0
ORD001	BETTA	01/09/04	4.0
P127	22/12/03	15/03/04	3.0
P112	17/03/03	07/04/03	2.0