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SECTION P: ENERGY CONTRACT VOLUMES AND METERED VOLUME REALLOCATIONS

1. GENERAL

1.1 Introduction

1.1.1 This Section P sets out:

(a) the basis on which persons may be authorised by Contract Trading Parties to notify Energy Contract Volume Data and Metered Volume Reallocation Data:

(b) the basis on which Energy Contract Volume Data and Metered Volume Reallocation Data:

(i) may be notified on behalf of Contract Trading Parties and validated;

(ii) not used;

(iii) may be treated as refused or rejected in certain cases of Credit Default; and

(iv) will be aggregated in order to be taken into account in Settlement.

1.2 Authorisations - general

1.2.1 Energy Contract Volume Data and Metered Volume Reallocation Data may only be notified by an Energy Contract Volume Notification Agent and a Metered Volume Reallocation Notification Agent respectively in accordance with the provisions of this Section P and Section J.

1.2.2 A Contract Trading Party:

(a) shall not include in any ECVNA Authorisation or MVRNA Authorisation any qualification of or condition as to the authority of the relevant Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent, other than:

(i) the effective period; and

(ii) in the case of an ECVNA Authorisation submitted after the Relevant Implementation Date of Modification Proposal P309, an authorisation to submit only Replacement Energy Contract Volume Notifications or only Additional Energy Contract Volume Notifications under that ECVNA Authorisation;

(b) shall for the purposes of the Code be bound by, and may not challenge or dispute under or for the purposes of the Code:

(i) any Energy Contract Volume Notification or Metered Volume Reallocation Notification submitted by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent; and

(ii) any omission or failure to submit any Energy Contract Volume Notification or Metered Volume Reallocation Notification by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent

which has been authorised by that Contract Trading Party and whose authorisation remains effective at the relevant time in accordance with this Section P.

1.2.3 An ECVNA Authorisation or MVRNA Authorisation authorises the submission, while it is effective, of Energy Contract Volume Notifications or (as the case may be) Metered Volume Reallocation Notifications, irrespective of the period for which any such notification is to be in force; and accordingly such a notification will be and remain in force notwithstanding that the corresponding authorisation may cease to be effective.

1.2.4 Energy Contract Volume Notifications and Metered Volume Reallocation Notifications shall not be in force with respect to any Settlement Period for which, the Submission Deadline is before the time at which such notification is received (in accordance with Section O) by the Energy Contract Volume Aggregation Agent but subject to paragraphs 2.3.10, 3.3.10 and 5.

1.2.5 In respect of Clock Change Days for which Energy Contract Volume Notifications or Metered Volume Reallocation Notifications are submitted which do not take account of the Clock Change, the Energy Contract Volume Aggregation Agent will apply defaulting rules such as to ignore values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a short Clock Change Day) and to repeat values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a long Clock Change Day), or such other or supplementary defaulting rules as may be approved and notified from time to time by ~~the Panel and notified by BSCCo~~BSCCo to Trading Parties and the NETSO.

1.3 Further provisions

1.3.1 An ECVNA Authorisation or MVRNA Authorisation shall be effective for the period commencing on the later of:

(a) the effective date specified in such authorisation, and

(b) the day following that on which the ECVAA gives notice of confirmation thereof pursuant to this Section P;

and ending on the last day, if specified, of its effectiveness, or otherwise continuing until such authorisation is terminated.

1.3.2 Unless it is not valid (pursuant to paragraph 2.3.4 or 3.3.4) or treated as refused (pursuant to paragraph 2.5.1 or 3.5.1), an Energy Contract Volume Notification or Metered Volume Reallocation Notification shall be in force (subject to paragraphs 1.2.4, 2.5.2 and 3.5.2) in respect of each Settlement Day within the period commencing on its Effective-from Date and ending on its Effective-to Date (if any) or otherwise continuing until and unless replaced pursuant to paragraph 2.3.5(a) or 3.3.5(a).

1.3.3 For the avoidance of doubt, the information that an Energy Contract Volume Notification or Metered Volume Reallocation Notification is not valid or is (pursuant to paragraph 2.5.1 or 3.5.1) treated as refused, may be given to the Relevant Contract Parties (pursuant to Section V) after its Effective-from Date but without prejudice to paragraphs 2.3.10 and 3.3.10.

1.3.4 Energy Contract Volume Data may have a positive or a negative value.

1.3.5 In relation to any ECVNA Authorisation or Energy Contract Volume Notification:

(a) subject to paragraph 1.4, the "**Relevant Contract Parties**" are the two Contract Trading Parties by whom the two Energy Contract Volume Notification Agents are to be appointed or (as the case may be) on whose behalf Energy Contract Volumes are notified;

(b) the "**Energy (To) Account**" is the Energy Account (of one Relevant Contract Party) to which Energy Contract Volume(s) are to be credited or from which Energy Contract Volume(s) are to be nullified;

(c) the "**Energy (From) Account**" is the Energy Account (of the other Relevant Contract Party) from which Energy Contract Volume(s) are to be debited or from which Energy Contract Volume(s) are to be nullified;

and accordingly where the Energy Contract Volume Data is positive an Energy Contract Volume Notification has the effect of transferring the relevant Energy Contract Volume from the Energy (From) Account of one Relevant Contract Party to the Energy (To) Account of the other Relevant Contract Party.

1.4 Single Relevant Contract Party

1.4.1 An ECVNA Authorisation and Energy Contract Volume Notifications may be submitted on behalf of a single Trading Party in the capacity of both Relevant Contract Parties, who may (by such a notification) transfer Energy Contract Volume(s) from one of its Energy Accounts to the other.

1.4.2 Any provisions of the Code which refer to both, or two, Relevant Contract Parties, or to either Relevant Contract Party, or which otherwise imply that there must be two Relevant Contract Parties, shall be construed so as to give effect to this paragraph 1.4.

1.5 Single Energy Contract Notification Agent or Single Metered Volume Reallocation Notification Agent

1.5.1 Where the same person is appointed as an Energy Contract Volume Notification Agent by each of the Relevant Contract Parties by an ECVNA Authorisation, the Energy Contract Volume Notification Agent so appointed shall submit Energy Contract Volume Notifications on behalf of each of the Relevant Contract Parties.

1.5.2 Where the same person is appointed as a Metered Volume Reallocation Notification Agent by each of the Lead Party and the Subsidiary Party by an MVRNA Authorisation, the Metered Volume Reallocation Notification Agent so appointed shall submit Metered Volume Reallocation Notifications on behalf of each of the Lead Party and the Subsidiary Party.

1.5.3 Any provisions of the Code which refer to both, or two, Energy Contract Volume Notification Agents or both, or two, Metered Volume Reallocation Notification Agents, or to either Energy Contract Volume Notification Agent or either Metered Volume Reallocation Notification Agent, or which otherwise imply that there must be two Energy Contract Volume Notification Agents or two Metered Volume Reallocation Notification Agents, shall be construed so as to give effect to this paragraph 1.5.

1.6 Suspension of contract volume notification

1.6.1 Where, for the purposes of any Contingency Provisions, the notification of contract volumes is to be suspended in relation to any Settlement Period:

(a) no Energy Contract Volume Notification shall be taken into account in Settlement as to any Energy Contract Volume Data which relates to that Settlement Period, and accordingly the Account Bilateral Contract Volume shall be zero for all Energy Accounts;

(b) no Metered Volume Reallocation Notification shall be taken into account in Settlement as to any Metered Volume Reallocation Data which relates to that Settlement Period, and accordingly the Metered Volume Fixed Reallocation and the Metered Volume Percentage Reallocation shall be zero for all BM Units and Subsidiary Energy Accounts;

(c) subject to any other provision of the Code relating to Level 2 Credit Default, when (in accordance with the relevant Contingency Provisions) the notification of contract volumes ceases to be suspended, the provisions of this Section P shall apply by reference to all Volume Notifications then in force.

2. ENERGY CONTRACT VOLUMES

2.1 Submission of ECVNA Authorisation

2.1.1 Energy Contract Volume Notification Agents may be appointed by an ECVNA Authorisation, given by the Relevant Contract Parties by whom such persons are to be appointed, and submitted to the Energy Contract Volume Aggregation Agent.

2.1.2 An ECVNA Authorisation:

(a) shall be made under the authority of both Relevant Contract Parties;

(b) shall specify:

(i) the relevant Energy Contract Volume Notification Agents,

(ii) the Relevant Contract Parties,

(iii) the Energy (From) Account,

(iv) the Energy (To) Account, and

(v) the first day on which it is intended to be effective;

(bb) shall, in the case of an ECVNA Authorisation submitted after the Relevant Implementation Date of Modification Proposal P309, specify whether the Energy Contract Volume Notification Agent is authorised to submit:

(i) only Replacement Energy Contract Volume Notifications; or

(ii) only Additional Energy Contract Volume Notifications; or

(iii) either Additional Energy Contract Volume Notifications or Replacement Energy Contract Volume Notifications,

under that ECVNA Authorisation;

(c) shall be made in accordance with and subject to BSCP71; and

(d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 2.2).

2.1.3 An ECVNA Authorisation shall be valid if and only if it is made in accordance with BSCP71 and the following conditions are met:

(a) each Relevant Contract Party is a Contract Trading Party;

(b) each Energy Contract Volume Notification Agent has qualified in accordance with Section J5.3;

(c) the Energy (From) Account is either the Production Energy Account or the Consumption Energy Account of one of the Relevant Contract Parties;

(d) the Energy (To) Account is either the Production Energy Account or the Consumption Energy Account of the other Relevant Contract Party.

(e) in the case of an ECVNA Authorisation submitted after the Relevant Implementation Date of Modification Proposal P309, the authorisation identifies whether the Energy Contract Volume Notification Agent is authorised to submit:

(i) only Additional Energy Contract Volume Notifications; or

(ii) only Replacement Energy Contract Volume Notifications; or

(iii) either Additional Energy Contract Volume Notifications or Replacement Energy Contract Volume Notifications,

under that ECVNA Authorisation.

2.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP71:

(a) validate (as to compliance with the requirements in paragraph 2.1.3) each ECVNA Authorisation submitted to it pursuant to this paragraph 2.1; and

(b) on the basis of such validation, confirm or reject, by notice to the Contract Trading Parties and each of the Energy Contract Volume Notification Agents, such ECVNA Authorisation.

2.1.5 The Relevant Contract Parties may, subject to and in accordance with BSCP71, submit a change to the authority of an Energy Contract Volume Notification Agent to submit Replacement Energy Contract Volume Notifications or Additional Energy Contract Volume Notifications (an "**Authorisation Change**").

2.1.6 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP71:

(a) validate an Authorisation Change; and

(b) on the basis of such validation, confirm or reject the Authorisation Change by notice to the Relevant Contract Parties and each of the Energy Contract Volume Notification Agents.

2.1.7 An Authorisation Change shall be effective from the later of:

(a) the effective date specified in the Authorisation Change in accordance with BSCP71; and

(b) the day following that on which the Energy Contract Volume Aggregation Agent gives notice of confirmation thereof pursuant to paragraph 2.1.6(b).

2.1.8 An Authorisation Change shall be effective until the earlier of:

(a) the termination or expiry of the associated ECVNA Authorisation; and

(b) confirmation (in accordance with paragraph 2.1.6(b)) of a subsequent Authorisation Change in respect of the same ECVNA Authorisation.

2.1.9 During the period in which an Authorisation Change is effective (in accordance with paragraphs 2.1.7 and 2.1.8), the relevant Energy Contract Volume Notification Agent shall be authorised to submit Energy Contract Volume Notifications as authorised by that Authorisation Change.

2.2 Termination of ECVNA Authorisation

2.2.1 An ECVNA Authorisation (if validated pursuant to paragraph 2.1) shall be and remain effective until and only until:

(a) a valid notice of termination is received and validated pursuant to paragraph 2.2.2, or

(b) the end of the last day of its effectiveness (if specified pursuant to paragraph 2.1.2(d)), or

(c) either Relevant Contract Party ceases to be a Contract Trading Party, or

(d) it is replaced by a further ECVNA Authorisation in accordance with paragraph 2.2.3

whichever is the earliest.

2.2.2 An ECVNA Authorisation may be terminated by notice, given in accordance with BSCP71, by either of the Relevant Contract Parties or either of the Energy Contract Volume Notification Agents to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

(a) the Energy Contract Volume Notification Agents,

(b) the Energy (To) Account, and

(c) the Energy (From) Account.

2.2.3 If at any time:

(a) an ECVNA Authorisation (the "**first**" such authorisation) is and remains effective, and

(b) a further ECVNA Authorisation, for which the Relevant Contract Parties, Energy (To) Account, Energy (From) Account, and (subject to paragraph 2.2.5) Energy Contract Volume Notification Agents are the same as those for the first, is submitted to the ECVAA and is valid

then the further ECVNA Authorisation shall, upon and with effect from its becoming effective, replace the first ECVNA Authorisation which shall then cease to be effective.

2.2.4 Where at any time an ECVNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Relevant Contract Parties and the Energy Contract Volume Notification Agents in accordance with BSCP71.

2.2.5 Where an ECVNA Authorisation (the "successor" such authorisation) is submitted which:

(a) satisfies the requirements in paragraph 2.2.3(b), except that it specifies a different Energy Contract Volume Notification Agent for either of the Relevant Contract Parties from that for the first authorisation (referred to in paragraph 2.2.3(a)), and

(b) states that it is to replace the first authorisation.

then the successor ECVNA Authorisation shall, upon and with effect from its becoming effective, replace the first ECVNA Authorisation which shall then cease to be effective, and the Energy Contract Volume Notification Agents under the successor ECVNA Authorisation shall be considered to be the same as that under the first for the purposes of paragraph 2.3.5.

2.3 Energy Contract Volume Notifications

2.3.1 Energy Contract Volume Data may be notified by way of an Energy Contract Volume Notification submitted by an Energy Contract Volume Notification Agent.

2.3.1A An Energy Contract Volume Notification shall be one or more of the following types:

(a) an Additional Energy Contract Volume Notification;

(b) an Initial Energy Contract Volume Notification;

(c) a Replacement Energy Contract Volume Notification.

2.3.2 An Energy Contract Volume Notification:

(a) shall specify:

(i) the ECVNA Authorisation under which it is given (thereby identifying the Energy (From) Account and the Energy (To) Account),

(ii) the Energy Contract Volume Notification Agent,

(iii) the first Settlement Day on which it is intended to be in force (the "**Effective-from Date**"), and

(iv) for each Settlement Period, a quantity of Active Energy (expressed in MWh);

(b) shall be submitted in accordance with and subject to BSCP71; and

(c) may specify:

(i) subject to paragraph 2.3.4(d)(i), that it is to replace, in accordance with paragraph 2.3.5(a), a previous Energy Contract Volume Notification identified (by the ECVN identifier provided for in BSCP71) in such notification; and/or

(ii) the last Settlement Day on which it is to be in force (the "**Effective-to Date**"), failing which it is to be in force until and unless replaced in accordance with paragraph 2.3.5(a).

2.3.3 Where an Energy Contract Volume Notification is to be in force for more than one Settlement Day, the Energy Contract Volume Data for a given Settlement Period (considered as a period in any day) shall be the same for that period in each Settlement Day for which it is in force.

2.3.4 An Energy Contract Volume Notification shall be valid (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP71 and:

(a) there is an effective ECVNA Authorisation with respect to the Energy (From) Account, Energy (To) Account, and the Energy Contract Volume Notification Agent submitting the Energy Contract Volume Notification;

(b) the Energy Contract Volume Notification is submitted within the period of effectiveness of such ECVNA Authorisation;

(c) the Energy Contract Volume for each Settlement Period is a number in MWh, positive or negative, with no more than three digits after the decimal point, and between –99,999.999 and 99,999.999; provided that (subject to paragraph 1.2.5) where in relation to a Settlement Period no value for Energy Contract Volume is specified, a value of zero shall be deemed to be specified; and

(d) where the Energy Contract Volume Notification:

(i) is a Replacement Energy Contract Volume Notification, the relevant ECVNA Authorisation authorises the Energy Contract Volume Notification Agent to submit Replacement Energy Contract Volume Notifications;

(ii) is an Additional Energy Contract Volume Notification, the relevant ECVNA Authorisation authorises the Energy Contract Volume Notification Agent to submit Additional Energy Contract Volume Notifications.

2.3.4A For the purpose of paragraph 2.3.4(d):

(a) the references to an ECVNA Authorisation shall include any change to such authorisation pursuant to an effective Authorisation Change; and

(b) an ECVNA Authorisation validated prior to the Implementation Date of Modification Proposal P309 shall be deemed to authorise an Energy Contract Volume Notification Agent to submit Replacement Energy Contract Volume Notifications or Additional Energy Contract Volume Notifications except to the extent that the Relevant Contract Parties have changed the authority of the Energy Contract Volume Notification Agent in accordance with an Authorisation Change.

2.3.4B For the avoidance of doubt, any authorisation to submit:

(a) only Replacement Energy Contract Volume Notifications; or

(b) only Additional Energy Contract Volume Notifications; or

(c) either Additional Energy Contract Volume Notifications or Replacement Energy Contract Volume Notifications,

as specified in an ECVNA Authorisation, shall not affect the ability to submit, or validity of, an Initial Energy Contract Volume Notification and paragraph 2.3.4(d) shall not apply to such notification.

2.3.5 Where a valid (in accordance with paragraph 2.3.4):

(a) Replacement Energy Contract Volume Notification is submitted then, with effect from the Effective-from Date of the Replacement Energy Contract Volume Notification (or, if later, the first Settlement Period from which it is in force pursuant to paragraph 1.2.4), the Replacement Energy Contract Volume Notification shall replace the earlier valid Energy Contract Volume Notification and, the earlier valid Energy Contract Volume Notification shall cease to be in force (or if it is not yet in force, shall not come into force), irrespective of whether the Effective-from Date of the earlier valid Energy Contract Volume Notification falls before or after the Effective-to Date of the Replacement Energy Contract Volume Notification;

(b) Additional Energy Contract Volume Notification is submitted, the Additional Energy Contract Volume Notification shall be additional to the earlier valid Energy Contract Volume Notification, and the earlier valid Energy Contract Volume Notification shall (subject to any other provision of this Section P) remain in (or, as the case may be, come into) force.

2.3.6 Subject to paragraph 2.3.10, an Energy Contract Volume Notification may not be amended or varied other than pursuant to paragraph 2.3.5(a).

2.3.7 The Energy Contract Volume Aggregation Agent shall:

(a) validate (as to compliance with the requirements in paragraph 2.3.4) each Energy Contract Volume Notification submitted to it pursuant to this paragraph 2.3; and

(b) determine whether such Energy Contract Volume Notification is to be treated as refused in accordance with paragraph 2.5.1.

(c) not used.

2.3.8 Subject to paragraph 2.3.11, the ECVAA will inform the Relevant Contract Parties and the relevant Energy Contract Volume Notification Agent if it does not validate an Energy Contract Volume Notification submitted to it pursuant to this paragraph 2.3.

2.3.9 If:

(a) an Energy Contract Volume Notification Agent submits an Energy Contract Volume Notification (the "**original**" such notification) which is not valid as provided in paragraph 2.3.4, and

(b) the ECVAA does not so inform the relevant Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8 within 20 minutes after the Energy Contract Volume Notification was received,

then (subject to paragraph 2.3.11) paragraph 2.3.10 shall apply.

2.3.10 In the circumstances in paragraph 2.3.9:

(a) the Energy Contract Volume Notification may be:

(i) amended but only so as to correct those matters which gave rise to the invalidity as provided in paragraph 2.3.4, and

(ii) resubmitted (as so amended) by that Energy Contract Volume Notification Agent at any time not later than the end of the Business Day next following:

(1) the day on which the ECVAA did inform the Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8, or

(2) in the absence of the ECVAA so informing the Energy Contract Volume Notification Agent, Gate Closure for the first Settlement Period for which the Energy Contract Volume Notification would (if valid, and in accordance with paragraph 1.2.4 where applicable) have been taken into account in Settlement; and

(b) the resubmitted Energy Contract Volume Notification:

(i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and

(ii) if valid in accordance with paragraph 2.3.4, shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph 2.5) effective for the Settlement Periods for which the original Energy Contract Volume Notification would (consistent with paragraph 1.2.4) have been in force.

2.3.11 To the extent that a Relevant Contract Party or Energy Contract Volume Notification Agent has requested the ECVAA not to give the information in paragraph 2.3.8, paragraphs 2.3.8, 2.3.9 and 2.3.10 shall not apply in relation to that Party or Agent.

2.4 Not used

2.5 Refusal and rejection for credit reasons

2.5.1 Where either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3, a relevant Energy Contract Volume Notification which is submitted during the Credit Default Refusal Period will be treated as refused and will not become effective.

2.5.2 Where:

(a) a relevant Energy Contract Volume Notification is in force; and

(b) either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3.

such Energy Contract Volume Notification will be treated as rejected, and will have no effect, as to Energy Contract Volume Data which relate to relevant Settlement Period(s) (as defined in paragraph 2.5.3) for which Gate Closure falls within the Credit Default Rejection Period.

2.5.3 For the purposes of this paragraph 2.5, a relevant Energy Contract Volume Notification is one which, if in force and not treated as rejected in relation to a Settlement Period (a "relevant" Settlement Period) would have the effect in relation to that Settlement Period of increasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

2.6 Energy Contract Volume

2.6.1 For each Settlement Day or (pursuant to paragraph 1.2.4 or 2.5.2) part thereof for which an Energy Contract Volume Notification is in force and not treated as rejected pursuant to paragraph 2.5.2, for each matched Settlement Period specified in that Energy Contract Volume Notification, the Energy Contract Volume ECQ_{zabj} shall be the Energy Contract Volume Data specified (for that matched Settlement Period) in the Energy Contract Volume Notification.

2.6.2 Wherever the term ECQ_{zabj} (or the term 'ECQ' with first and fourth subscripts 'z' and 'j' and second and third subscripts representing Energy Accounts) is used in the Code, the second subscript represents the Energy (From) Account and the third subscript represents the Energy (To) Account, so that (in this example) the term ECQ_{zabj} means an Energy Contract Volume pursuant to an Energy Contract Volume Notification for which Energy Account 'a' is the Energy (From) Account and Energy Account 'b' is the Energy (To) Account.

3. METERED VOLUME REALLOCATIONS

3.1 Submission of MVRNA Authorisation

3.1.1 Metered Volume Reallocation Notification Agents may be appointed by a MVRNA Authorisation, given by the Lead Party (for the BM Unit to which it relates) and the Subsidiary Party by whom such persons are to be appointed, and submitted to the Energy Contract Volume Aggregation Agent.

3.1.2 A MVRNA Authorisation:

(a) shall be made under the authority of both the Lead Party and the Subsidiary Party;

(b) shall specify:

(i) the relevant Metered Volume Reallocation Notification Agents,

(ii) the BM Unit to which it relates,

(iii) the Lead Party,

(iv) the Subsidiary Party,

(v) the Subsidiary Energy Account,

(vi) the first day on which it is intended to be effective;

(c) shall be made in accordance with and subject to BSCP71; and

(d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 3.2).

3.1.3 A MVRNA Authorisation shall be valid if and only if it is made in accordance with BSCP71 and the following conditions are met:

(a) the person specified as Lead Party is registered as the Lead Party in respect of the BM Unit;

(b) the Subsidiary Party is a Contract Trading Party;

(c) each Metered Volume Reallocation Notification Agent has qualified in accordance with Section J5.3;

(d) the Subsidiary Energy Account is:

(i) where the BM Unit is a Production BM Unit, the Production Energy Account,

(ii) where the BM Unit is a Consumption BM Unit, the Consumption Energy Account

of the Subsidiary Party, and

(e) the BM Unit to which it relates is not a Secondary BM Unit.

3.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP71:

(a) validate (as to compliance with the requirements in paragraph 3.1.3) each MVRNA Authorisation submitted to it pursuant to this paragraph 3.1; and

(b) on the basis of such validation, confirm or reject, by notice to the Lead Party and Subsidiary Party and each of the Metered Volume Reallocation Notification Agents, such MVRNA Authorisation.

3.2 Termination of MVRNA Authorisation

3.2.1 A MVRNA Authorisation (if validated pursuant to paragraph 3.1) shall be and remain effective until and only until:

(a) a valid notice of termination is received and validated pursuant to paragraph 3.2.2, or

(b) the end of the last day of its effectiveness (if specified pursuant to paragraph 3.1.2(d)), or

(c) the Lead Party ceases to be registered as Lead Party of the BM Unit, or

(d) the Subsidiary Party ceases to be a Contract Trading Party, or

(e) if:

(i) the Subsidiary Energy Account is a Consumption Energy Account, the BM Unit becomes a Production BM Unit, or

(ii) the Subsidiary Energy Account is a Production Energy Account, the BM Unit becomes a Consumption BM Unit, or

(f) it is replaced by a further MVRNA Authorisation in accordance with paragraph 3.2.4

(and in the cases in paragraphs (c), (d) and (e), until the relevant information has been provided to and validated by the ECVAA) whichever is the earliest.

3.2.2 A MVRNA Authorisation may be terminated by notice, given in accordance with BSCP71, by any one of the Lead Party, Subsidiary Party or either of the Metered Volume Reallocation Notification Agents to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

(a) the Metered Volume Reallocation Notification Agents,

(b) the Lead Party,

(c) the Subsidiary Party,

(d) the Subsidiary Energy Account, and

(e) the BM Unit.

3.2.3 If at any time:

(a) a MVRNA Authorisation (the "**first**" such authorisation) is and remains effective, and

(b) a further MVRNA Authorisation, for which the Lead Party and BM Unit, the Subsidiary Party, Subsidiary Energy Account, and (subject to paragraph 3.2.5) Metered Volume Reallocation Notification Agents are the same as those for the first, is submitted to the ECVAA and is valid

then the further MVRNA Authorisation shall, upon and with effect from its becoming effective, replace the first MVRNA Authorisation which shall then cease to be effective.

3.2.4 Where at any time a MVRNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Lead Party, Subsidiary Party and Metered Volume Reallocation Notification Agents in accordance with BSCP71.

3.2.5 Where an MVRNA Authorisation (the "**successor**" such authorisation) is submitted which:

(a) satisfies the requirements in paragraph 3.2.3(b), except that it specifies a different Metered Volume Reallocation Notification Agent for either the Lead Party or the Subsidiary Party from that for the first authorisation (referred to in paragraph 3.2.3(a)), and

(b) states that it is to replace the first authorisation

then the successor MVRNA Authorisation shall, upon and with effect from its becoming effective, replace the first MVRNA Authorisation which shall then cease to be effective, and the Metered Volume Reallocation Notification Agents under the successor MVRNA Authorisation shall be considered to be the same as that under the first for the purposes of paragraph 3.3.5.

3.3 Metered Volume Reallocation Notifications

3.3.1 Metered Volume Reallocation Data may be notified by way of a Metered Volume Reallocation Notification submitted by a Metered Volume Reallocation Notification Agent.

3.3.2 A Metered Volume Reallocation Notification:

(a) shall specify:

(i) the MVRNA Authorisation under which it is given (thereby identifying the BM Unit, the Lead and Subsidiary Parties, and the Subsidiary Energy Account to which it relates);

(ii) the Metered Volume Reallocation Notification Agent,

(iii) the first Settlement Day on which it is intended to be in force (the "Effective-from Date"), and

(iv) for each Settlement Period, a quantity of Active Energy and a percentage (either of which may be zero) in accordance with paragraph 3.6.1;

(b) shall be submitted in accordance with and subject to BSCP71; and

(c) may specify:

(i) that it is to replace, in accordance with paragraph 3.3.5(a), a previous Metered Volume Reallocation Notification identified (by the MVRN identifier provided for in BSCP71) in such notification; and/or

(ii) the last Settlement Day on which it is to be in force (the "Effective-to Date"), failing which it is to be in force until and unless replaced in accordance with paragraph 3.3.5(a).

3.3.3 Where a Metered Volume Reallocation Notification is to be in force for more than one Settlement Day, the Metered Volume Reallocation Data for a given Settlement Period (considered as a period in any day) shall be the same for that period in each Settlement Day for which it is in force.

3.3.4 A Metered Volume Reallocation Notification shall be valid (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP71 and:

(a) there is an effective MVRNA Authorisation with respect to the BM Unit, Subsidiary Energy Account, and Metered Volume Reallocation Notification Agent submitting the Metered Volume Reallocation Notification;

(b) the Metered Volume Reallocation Notification is submitted within the period of effectiveness of such MVRNA Authorisation; and

(c) the Metered Volume Reallocation Data complies with the requirements of subsection 3.6.

3.3.5 Where a valid Metered Volume Reallocation Notification (the "**second**" such notification) is submitted for which the relevant Metered Volume Reallocation Notification Agent, BM Unit and Subsidiary Energy Account are the same as those for an earlier-submitted Metered Volume Reallocation Notification (the "**first**" such notification):

(a) if the second notification specifies (pursuant to paragraph 3.3.2(c)(i)) that it is to replace the first notification, and either

(i) the Effective-from Date of the second notification is the same as or prior to the Effective-to Date of the first notification; or

(ii) the first notification has no Effective-to Date;

then, with effect from the Effective-from Date of the second notification (or, if later, the first Settlement Period from which it is in force pursuant to paragraph 1.2.4), the second notification shall replace the first notification and the first notification shall cease to be in force (or if it is not yet in force, shall not come into force), irrespective of whether the Effective-from Date of the first notification falls before or after the Effective-to Date of the second notification;

(b) otherwise, the second notification shall be additional to the first, and the first notification shall (subject to any other provision of this Section P) remain in (or, as the case may be, come into) force.

3.3.6 Subject to paragraph 3.3.10, a Metered Volume Reallocation Notification may not be amended or varied other than pursuant to paragraph 3.3.5(a).

3.3.7 The Energy Contract Volume Aggregation Agent shall:

(a) validate (as to compliance with the requirements in paragraph 3.3.4) each Metered Volume Reallocation Notification submitted to it pursuant to this paragraph 3.3; and

(b) determine whether such Metered Volume Reallocation Notification is to be treated as refused in accordance with paragraph 3.5.1.

(c) not used

3.3.8 Subject to paragraph 3.3.11, the ECVAA will inform the Lead and Subsidiary Parties and the relevant Metered Volume Reallocation Notification Agent if it does not validate a Metered Volume Reallocation Notification submitted to it pursuant to this paragraph 3.3.

3.3.9 If:

(a) a Metered Volume Reallocation Notification Agent submits a Metered Volume Reallocation Notification (the "**original**" such notification) which is not valid as provided in paragraph 3.3.4, and

(b) the ECVAA does not so inform the relevant Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8 within 20 minutes after the Metered Volume Reallocation Notification was received,

then (subject to paragraph 3.3.11) paragraph 3.3.10 shall apply.

3.3.10 In the circumstances in paragraph 3.3.9:

(a) the Metered Volume Reallocation Notification may be:

(i) amended but only so as to correct those matters which gave rise to the invalidity as provided in paragraph 3.3.4, and

(ii) resubmitted (as so amended) by that Metered Volume Reallocation Notification Agent at any time not later than the end of the Business Day next following:

(1) the day on which the ECVAA did inform the Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8, or

(2) in the absence of the ECVAA so informing the Metered Volume Reallocation Notification Agent, Gate Closure for the first Settlement Period for which the Metered Volume Reallocation Notification would (if valid, and in accordance with paragraph 1.2.4 where applicable) have been taken into account in Settlement; and

(b) the resubmitted Metered Volume Reallocation Notification:

(i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and

(ii) if valid in accordance with paragraph 3.3.4, shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph 3.5) effective for Settlement Periods for which the original Metered Volume Reallocation Notification would (consistent with paragraph 1.2.4) have been in force.

3.3.11 To the extent that a Lead or Subsidiary Party or Metered Volume Reallocation Notification Agent has requested the ECVAA not to give the information in paragraph 3.3.8, paragraphs 3.3.8, 3.3.9 and 3.3.10 shall not apply in relation to that Party or Agent.

3.4 Not Used

3.5 Refusal and rejection for credit reasons

3.5.1 Where either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3, a relevant Metered Volume Reallocation Notification which is submitted during the Credit Default Refusal Period will be treated as refused and will not become effective.

3.5.2 Where:

(a) a relevant Metered Volume Reallocation Notification is in force; and

(b) either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3.

such Metered Volume Reallocation Notification will be treated as rejected, and will have no effect, as to Metered Volume Reallocation Data which relate to relevant Settlement Period(s)

(as defined in paragraph 3.5.3) for which Gate Closure falls within the Credit Default Rejection Period.

3.5.3 For the purposes of this paragraph 3.5, a relevant Metered Volume Reallocation Notification is one which, if in force, and not treated as rejected in relation to a Settlement Period (a "relevant" Settlement Period), would have the effect in relation to that Settlement Period of increasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

3.6 Metered Volume Reallocation Data

3.6.1 A Metered Volume Reallocation Notification shall specify for each Settlement Period:

(a) a MWh value, with no more than three digits after the decimal point, between –99,999.999 and 99,999.999; and

(b) a percentage value, non-negative, with no more than five digits after the decimal point and not exceeding 100;

but for the avoidance of doubt any such data may have zero values; and (subject to paragraph 1.2.5) where in relation to a Settlement Period no value for such data is specified, a value of zero shall be deemed to be specified.

3.6.2 In relation to the Subsidiary Energy Account ('a'), for each Settlement Day or (pursuant to paragraph 1.2.4 or 3.5.2) part thereof for which a Metered Volume Reallocation Notification is in force and not treated as rejected pursuant to paragraph 3.5.2, for each matched Settlement Period specified in that Metered Volume Reallocation Notification:

(a) the Metered Volume Reallocation Fixed Data specified pursuant to paragraph 3.6.1(a) shall be "$QMFR_{ziaj}$";

(b) the Metered Volume Reallocation Percentage Data specified pursuant to paragraph 3.6.1(b) shall be "$QMPR_{ziaj}$";

(c) values of $QMFR_{ziaj}$ and $QMPR_{ziaj}$ that are not determined pursuant to paragraphs (a) and (b) shall be set to zero.

4. AGGREGATION

4.1 Aggregation of Energy Contract Volumes

4.1.1 For each Energy Account and each Settlement Period, the Account Bilateral Contract Volume $QABC_{aj}$ shall be determined according to the following formula:

$$QABC_{aj} = \sum_{b,\,z} ECQ_{zabj} - \sum_{b,z} ECQ_{zbaj}$$

where:

(a) the summations on z extend to all Energy Contract Volume Notifications in force, and

(b) the summations on b extend to all Energy Accounts of all Contract Trading Parties.

4.2 Exclusion of certain Metered Volume Reallocations

4.2.1 Where, in relation to any BM Unit and any Settlement Period, the sum (the 'aggregate percentage data' or "APD") of all values of $QMPR_{ziaj}$ for all Metered Volume Reallocation Notifications and all Energy Accounts exceeds 100, values of that term:

(a) in the inverse of the chronological order in which the Metered Volume Reallocation Notifications were submitted (so that the data in the most recently submitted shall be the first to be disregarded), and

(b) until the value of APD (determined excluding the disregarded values of $QMPR_{ziaj}$) is not greater than 100,

shall be disregarded and shall not take effect for Settlement as to that Settlement Period.

4.3 Aggregation of Metered Volume Reallocations

4.3.1 For each BM Unit i, Subsidiary Energy Account a, and Settlement Period j, the Metered Volume Fixed Reallocation ($QMFR_{iaj}$) and Metered Volume Percentage Reallocation ($QMPR_{iaj}$) shall be determined as follows:

$$QMFR_{iaj} = \sum_{z} QMFR_{ziaj}$$

$$QMPR_{iaj} = \sum_{z} QMPR_{ziaj}$$

where in each case the summation on z extends to all Metered Volume Reallocation Notifications in force.

4.4 Determination and submission of aggregated data

4.4.1 The Energy Contract Volume Aggregation Agent shall:

(a) determine, for each Settlement Period, Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volumes; and

(b) no later than the Business Day following the Settlement Day, submit such Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volume data to the SAA.

4.4.2 Where, following the resolution of a Trading Dispute (but not for the avoidance of doubt in the circumstances described in Section M3.5), any adjustment or other change is to be made in any of the data referred to in paragraph 4.4.1 in relation to a Settlement Day, the ECVAA shall:

(a) make such adjustment or other change, and

(b) resubmit such data (as so adjusted or changed) to the SAA not later than the time required for such data to be taken into account in the next following Reconciliation Settlement Run (whether or not a Timetabled Reconciliation Settlement Run) for the relevant Settlement Day.

4.4.3 The ECVAA shall submit to BSCCo each month such data concerning Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volumes as BSCCo requires to enable it to make the calculations required under Section D.

4A NULLIFICATION OF VOLUME NOTIFICATIONS

4A.1 Submission of a Volume Notification Nullification Request

4A.1.1 A request to nullify Energy Contract Volume Notifications and Metered Volume Reallocation Notifications may be submitted in accordance with this paragraph 4A to the ECVAA by either Contract Trading Party to whom the notifications relate (a "**Volume Notification Nullification Request**" (**VNNR**)).

4A.1.2 A VNNR must:

(a) specify:

(i) where Energy Contract Volume Notifications are in force between the relevant Contract Trading Parties, the Energy (From) Account and Energy (To) Account; and

(ii) where Metered Volume Reallocation Notifications in force between the relevant Contract Trading Parties, the Lead Energy Account and Subsidiary Energy Account,

in relation to which all notified volumes are to be nullified;

(b) specify the intended first effective Settlement Day and Settlement Period (the "**Nullification Effective Period**"); and

(c) be submitted in accordance with and subject to BSCP71.

4A.2 Validity of a VNNR

4A.2.1 A VNNR shall be valid if and only if:

(a) it is made in accordance with paragraph 4A.1; and

(b) all ECVNA Authorisations and MVRNA Authorisations between the accounts specified in accordance with paragraph 4A.1.2(a), have been terminated in accordance with paragraphs 2.2 and 3.2 (as applicable).

4A.2.2 The ECVAA shall, in accordance with BSCP71, assess the validity of each VNNR.

4A.2.3 For the avoidance of doubt, a VNNR subsequently submitted in relation to the accounts specified in accordance with paragraph 4A.1.2(a) will replace the first Confirmed VNNR unless the VNNR specifies a later Nullification Effective Period or is invalid.

4A.3 Amendment of a VNNR

4A.3.1 Where there is an error in a submitted VNNR, the Contract Trading Party which submitted the VNNR may amend and re-submit the VNNR so as to rectify such error at any time prior to the ECVAA issuing a Volume Notification Nullification Confirmation Report ("**VNNCR**") in respect of the original VNNR pursuant to paragraph 4A.4.

4A.3.2 Where a VNNR is re-submitted in accordance with 4A.3.1, the time of receipt of a VNNR for the purposes of paragraph 4A.4 shall be the time of receipt of the last VNNR re-submitted in accordance with paragraph 4A.3.1.

4A.4 ECVAA confirmation

4A.4.1 The ECVAA shall issue a VNNCR:

(a) if valid receipt of a VNNR occurs between 0900 hours and 1600 hours (inclusive) on a Business Day, within one hour of such valid receipt; or

(b) if valid receipt of a VNNR occurs between 1600 hours and 1700 hours on a Business Day, within a period of 60 successive minutes where each minute falls during a Business Day. Such period shall commence on valid receipt of a VNNR and end during the first hour of the next Business Day; or in all other cases

(c) within one hour of the commencement of the next Business Day.

4A.4.2 For the purposes of this paragraph 4A.4, references to a Business Day shall mean the period between 0900 hours and 1700 hours (inclusive) on a Business Day.

4A.4.3 At the time of issue of the VNNCR, the VNNR becomes the Confirmed VNNR.

4A.4.4 If the Confirmed VNNR is:

(a) not valid, the VNNCR shall be issued only to the Contract Trading Party which submitted the Confirmed VNNR and shall state the reason(s) why it is not valid;

(b) valid:

(i) the VNNCR shall be issued to both Contract Trading Parties to whom the Confirmed VNNR relates;

(ii) the VNNCR shall state the Valid Nullification Effective Period; and

(iii) the ECVAA shall commence nullification of all Energy Contract Volumes and Metered Volume Reallocations between the accounts specified in accordance with paragraph 4A.1.2(a), with effect from the Valid Nullification Effective Period.

4A.5 Notification of completion of process

4A.5.1 The ECVAA shall, in accordance with BSCP71, provide confirmation to both Contract Trading Parties to whom the Confirmed VNNR relates upon completion of the nullifications detailed in 4A.4.4(b).

5. FAILURES OF THE ECVAA SYSTEM

5.1 Introduction

5.1.1 For the purposes of this Section P:

(a) "**Volume Notification**" means an Energy Contract Volume Notification and/or a Metered Volume Reallocation Notification, and "**Volume Notification Agent**" means an Energy Contract Volume Notification Agent and/or a Metered Volume Reallocation Notification Agent;

(b) the "**ECVAA System**" is the BSC Agent System of the ECVAA, which for the avoidance of doubt does not include hardware or software forming part of any relevant Communications Medium;

(c) an "**ECVAA System Failure**" is a failure or breakdown of the ECVAA System which has the effect that the ECVAA is unable to receive Volume Notifications submitted to it by all or any Volume Notification Agents, and/or (as the case may be) to send within 20 minutes after such receipt confirmations of such receipt to all or any such agents;

(d) the reference in paragraph (c) to the ECVAA sending confirmations of receipt of Volume Notifications is without prejudice to the provisions of the Communications Requirements Document as to the deemed receipt of such notifications;

(e) for the avoidance of doubt, no failure or breakdown of any Party System or any communications link not forming part of the ECVAA System shall be counted as an ECVAA System Failure;

(f) in relation to an ECVAA System Failure:

(i) the "**system failure time**" is the start of the ECVAA System Failure, or such earlier time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;

(ii) the "**resubmission deadline**" is the end of the Business Day following the day on which the ECVAA notified BSCCo (in accordance with paragraph 5.2.1(c)(i)) that the ECVAA System Failure has ended, or such earlier time (not being earlier than such failure ended) or later time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;

(g) the purposes referred to in paragraph (f) are to enable Contract Trading Parties and their Volume Notification Agents to take steps to put themselves, so far as is practicable, in the position as respects the submission of Volume Notifications which they would have been had the ECVAA System Failure not occurred.

5.2 Consequences of ECVAA System Failure

5.2.1 Where an ECVAA System Failure occurs:

(a) the ECVAA shall as soon as possible notify BSCCo of the failure and the time at which it started;

(b) the ECVAA and BSCCo shall each use all reasonable efforts as soon as practicable to notify all Contract Trading Parties and Volume Notification Agents of the failure and the time at which it started;

(c) as soon as practicable after the end of the ECVAA System Failure:

(i) the ECVAA shall notify BSCCo, Contract Trading Parties and Volume Notification Agents that the failure has ended;

(ii) BSCCo will notify Contract Trading Parties and Volume Notification Agents that Volume Notifications may be submitted or resubmitted in accordance with paragraph 5.2.2.

5.2.2 Where an ECVAA System Failure has occurred, commencing at the end of such failure, and until the resubmission deadline, Volume Notifications may be submitted or resubmitted to the ECVAA in relation to any Settlement Period for which Gate Closure falls after the system failure time and before the resubmission deadline.

5.2.3 Where an ECVAA System Failure affects the ability of the ECVAA to receive and/or confirm receipt of Volume Notifications (as described in paragraph 5.1.1(c)) from or to some but not all Volume Notification Agents:

(a) the ECVAA shall inform BSCCo which Volume Notification Agents are so affected, and references in paragraph 5.2.1 to Volume Notification Agents shall only be to those agents so affected;

(b) paragraph 5.2.2 shall apply only in relation to the affected Volume Notification Agents.

5.2.4 Any Volume Notification submitted or resubmitted in accordance with paragraph 5.2.2 shall specify the details (as provided in paragraph 2.3.2 or 3.3.2) which were or would (pursuant to commitments made before Gate Closure for any Settlement Period to which such notification relates) have been specified in such notification if it had been submitted before Gate Closure for any Settlement Period to which it relates (and if any question arises in relation to this paragraph 5.2.4, such question shall be decided by BSCCo~~the Panel~~ whose decision shall be final and binding on all Parties).

5.2.5 For the avoidance of doubt the existence of an ECVAA System Failure which is known to BSCCo shall constitute a material doubt as referred to in Section M3.4.3(a) in relation to all Trading Parties, except (in relation to a particular Trading Party) in a case where BSCCo is aware that such Party has not appointed any of the Volume Notification Agents affected thereby.

5.2.6 If any Contract Trading Party or Volume Notification Agent considers that:

(a) an ECVAA System Failure has occurred which has not been notified under paragraph 5.2.1(b), or

(b) the ECVAA has given notice under paragraph 5.2.1(c)(i) at a time at which the ECVAA System Failure has not ended, or

(c) (in the case of such an agent, where paragraph 5.2.3 applies) that it was not but should have been informed that it is affected as described in that paragraph;

such Party or agent may so notify BSCCo, as soon as reasonably practicable and in any event not later than the end of the Business Day following the day on which the Party or agent

considers that the ECVAA System Failure occurred, or (in a case in paragraph (b)) after the day on which the ECVAA gave notice as therein mentioned.

5.2.7 Upon any Party or Volume Notification Agent giving notification to BSCCo in accordance with paragraph 5.2.6:

(a) BSCCo shall:

(i) notify the ECVAA,

(ii) promptly investigate the matter, and

(iii) determine whether an ECVAA System Failure occurred, or whether the failure had ended, or whether such agent was affected, each as referred to in paragraph 5.2.6;

(b) the ECVAA and upon request any Party or Notification Agent shall provide reasonable assistance to BSCCo in such investigation;

(c) BSCCo shall promptly notify its findings to all Contract Trading Parties and Volume Notification Agents;

(d) BSCCo's determination of such matters shall be final and binding for the purposes of this paragraph 5.2;

(e) where BSCCo determines that an ECVAA System Failure has occurred, BSCCo may determine and notify the resubmission deadline at any time at which it appears to BSCCo that the ECVAA System Failure has ended.

5.3 ECVAA System Withdrawal

5.3.1 Where:

(a) there occurs or has occurred any partial ECVAA System Failure (that is, such a failure affecting some but not all Volume Notification Agents, and/or affecting only the ability of the ECVAA to receive or its ability to confirm receipt (as described in paragraph 5.1.1(c)) of Volume Notifications) and/or any failure or breakdown of the ECVAA System affecting the ability of the ECVAA to provide information of invalidity of Volume Notifications within the timescales contemplated in paragraph 2.3.9(b) and 3.3.9(b), and

(b) the ECVAA or BSCCo determines (in its reasonable opinion) that, in order to minimise disruption to the smooth and efficient implementation of Contract Trading Parties' operations under this Section P and of Settlement, it is necessary:

(i) to withdraw the ECVAA System from operation in order to remedy such failure or breakdown and/or to implement the provisions of paragraph 5.2 (in the case of an ECVAA System Failure giving rise to the application of such provisions); and

(ii) to do so earlier than might otherwise be done by way of planned BSC Agent downtime in accordance with the Communications Requirement Document

then the ECVAA shall withdraw the ECVAA System from operation, for the purposes of remedying the failure or breakdown and/or implementing the provisions of paragraph 5.2.

5.3.2 Where the ECVAA withdraws the ECVAA System from operation pursuant to paragraph 5.3.1:

(a) the ECVAA shall, not later than the time of such withdrawal, give notice thereof to BSCCo specifying the time of such withdrawal;

(b) the ECVAA shall restore the ECVAA System to operation as soon as reasonably practicable, having regard to the purposes (described in paragraph 5.3.1(b)) for which it was withdrawn from operation;

(c) in order to enable Volume Notifications to be submitted to the ECVAA in respect of the period of withdrawal, paragraphs 5.1.1(f) and 5.2 (excluding paragraphs 5.2.1(a), 5.2.3, 5.2.6 and 5.2.7) shall apply as if references in those paragraphs:

(i) to the ECVAA System Failure (or the start of such failure) were to the withdrawal from operation of the ECVAA System;

(ii) to the end of the ECVAA System Failure were to the restoration to operation of the ECVAA System.

AMENDMENT RECORD – SECTION P

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P415	06/10/23	07/11/24	23.0
P450	12/01/23	23/02/23	22.0
P394 Self Governance	12/12/19	27/02/20	21.0
P369	24/09/18	29/03/19	20.0
P344	24/08/18	28/02/19	19.0
P342 Alternative	08/12/16	02/11/17	18.0
P309	19/03/15	05/11/15	17.0
P257	20/09/10	04/11/10	16.0
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P210	29/03/07	05/02/07 (retrospective)	14.0

P208	16/01/07	22/02/07	13.0
P98	18/08/03	08/11/04	12.0
P160	30/07/04	13/08/04	11.0
P110	23/04/03	05/11/03	10.0
P117	02/05/03	27/05/03	9.0
P101	02/01/03	23/01/03	8.0
P61	28/08/02	10/12/02	7.0
P92	21/10/02	11/11/02	6.0
P84	28/05/02	28/05/02	5.0
P83	23/05/02	23/05/02	4.0
P46	14/05/02	22/05/02	3.0
P37	10/05/02	20/05/02	2.0