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SECTION Q: BALANCING SERVICES ACTIVITIES

1. INTRODUCTION

1.1 Scope

1.1.1 This Section Q provides for:

(a) the submission of data items in respect of relevant BM Units in accordance with the Grid Code;

(b) the submission of Physical Notifications in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the NETSO and Point FPNs to be established by the SAA in respect of BM Units for each Settlement Period;

(c) the submission of Final Physical Notification Data to enable Period FPNs to be established by the ECVAA in respect of Interconnector BM Units and for each Credit Qualifying BM Unit for each Settlement Period;

(d) arrangements for the submission by Lead Parties of Bid-Offer Pairs in respect of relevant BM Units and for the acceptance of Bids and Offers by the NETSO;

(e) the submission by the NETSO of Acceptance Data for the purposes of Section T and Section V;

(f) the submission by the NETSO of Balancing Services Adjustment Data for the purposes of Settlement;

(g) the submission by the NETSO to the BMRA of other operational data items for the purposes of Section V;

(h) the submission by the NETSO to the BMRA of data items for the purposes of the Electricity System Restoration Standard;

(i) not used;

(j) the submission by the NETSO of Transparency Regulation Data and EBGL Local Data to the BMRA for the purposes of Section V;

(k) the submission by relevant Market Participants of Inside Information Data to the BMRA via the NETSO or BSCCo (as the case may be) for the purpose of Section V;

(l) the submission by the NETSO of Loss of Load Probability values and Demand Control Event data for the purposes of Section R, Section S, Section T and Section V;

(m) arrangements for the submission by Lead Parties of Replacement Reserve Bids in respect of BM Units to the NETSO;

(n) the submission by the NETSO of Replacement Reserve Auction Result Data for the purposes of Section T and Section V.

1.2 Interpretation

1.2.1 In this Section Q:

(a) at or in relation to a particular time and in relation to a particular data item, "**prevailing**" means most recently received by the NETSO in accordance with the Grid Code (and not invalidated thereunder) prior to that time or, in the absence of any such receipt and/or during a period of Outage, determined (where applicable) by the NETSO in accordance with the Grid Code;

(b) subject to paragraph 1.2.4, references to a "**relevant BM Unit**" are to a BM Unit in respect of which the Lead Party wishes to submit Bid-Offer Pairs or a Replacement Reserve Bid from time to time under the Code;

(c) an "**Outage**" means any withdrawal by the NETSO (for maintenance or otherwise), breakdown or failure of any electronic data communications systems by which the NETSO receives and accesses communications made by Lead Parties, where such withdrawal, breakdown or failure has (and for so long as it has) the effect that all Lead Parties are unable to submit Physical Notifications, Bid-Offer Data, Replacement reserve Bid Data or the NETSO is unable to receive or access such data submitted by all Lead Parties;

(d) references to the period of Outage shall be to the period commencing at the time when such Outage first occurs and ending at the time when the NETSO's ability to receive and access Physical Notifications, Bid-Offer Data and Replacement Reserve Bid Data is restored.

1.2.2 In respect of the submission of data and the making of other communications under this Section Q:

(a) where a Party (other than the NETSO) or the NETSO is entitled or obliged to submit data items to, or otherwise to communicate with, the NETSO or such a Party (respectively) in accordance with the Grid Code, such submission or communication shall be:

(i) in accordance with the communications requirements; and

(ii) subject to the rules as to when and whether data or communications are treated as received,

set out in the Grid Code;

(b) the NETSO shall ensure that it has appropriate systems and processes in place for the purposes of receiving and responding to the data items to be submitted by Lead Parties, and otherwise communicating with Lead Parties, pursuant to or as contemplated by this Section Q; and

(c) where the NETSO is entitled or obliged to submit data items to a BSC Agent, such submission shall be subject to and in accordance with the provisions of Section O.

1.2.3 For the avoidance of doubt:

(a) the Final Physical Notification Data, the Bid-Offer Data and the Acceptance Data submitted by the NETSO pursuant to this Section Q shall be converted into point values by the SAA and the BMRA in accordance with the provisions of Section T and Section V respectively; and

(b) the Final Physical Notification Data submitted by the NETSO pursuant to this Section Q shall be converted into point values by the ECVAA in accordance with the provisions of this Section Q.

1.2.4 From the first occasion on which the Lead Party submits any Bid-Offer Pair in respect of a BM Unit, by virtue of arrangements (for the determination of default data) applying under the Grid Code, the BM Unit will be and at all times continue to be a relevant BM Unit, unless the Lead Party takes any such steps as may be available in accordance with the Grid Code to discontinue the application of such default data arrangements.

1.2.5 The NETSO shall notify BSCCo (as soon as reasonably practicable after the information is available):

(a) of any notice given by the NETSO to Users under the Grid Code that an Outage is to occur and of the period of notice given;

(b) of the time when an Outage occurs;

(c) of the time when such Outage ends.

1.3 Data submission by the NETSO

1.3.1 Where under this Section Q the NETSO is required to send particular data to:

(a) both the BMRA and SAA; or

(b) both the BMRA and the ECVAA

for so long as the same person acts as both the BMRA and SAA, or both the BMRA and the ECVAA (as the case may be), the NETSO shall be treated as having sent such data to both of them if it has sent the data to one of them.

2. DATA SUBMISSION BY LEAD PARTY

2.1 Dynamic Data Set

2.1.1 For each relevant BM Unit participating in the Balancing Mechanism, the Lead Party shall ensure that those data items forming part of the Dynamic Data Set listed in paragraph 2.1.2(a) to (j) are submitted to the NETSO to the extent required by and in accordance with the provisions of the Grid Code.

2.1.1A For each relevant BM Unit submitting Replacement Reserve Bids, the Lead Party shall ensure that data items 2.1.2 (a) and (b) from the Dynamic Data Set are submitted to the NETSO to the extent required by and in accordance with the provisions of the Grid Code.

2.1.2 The Dynamic Data Set shall comprise the following data items (in each case, as defined in the Grid Code) (the "**Dynamic Data Set**"):

(a) Run-Up Rate;

(b) Run-Down Rate;

(c) Notice to Deviate from Zero;

(d) Notice to Deliver Offers;

(e) Notice to Deliver Bids;

(f) Minimum Zero Time;

(g) Minimum Non-Zero Time;

(h) Maximum Delivery Volume and associated Maximum Delivery Period;

(i) Stable Export Limit;

(j) Stable Import Limit.

2.1.3 The Lead Party may change any data item included in the Dynamic Data Set for a relevant BM Unit at any time by notifying the NETSO in accordance with the Grid Code, and any such change shall be effective from such time as provided in the Grid Code.

2.2 Maximum Export Limits and Maximum Import Limits

2.2.1 For each relevant BM Unit, the Lead Party shall ensure that the Maximum Export Limit and the Maximum Import Limit (in each case, as defined in the Grid Code) are submitted to the NETSO to the extent required by and in accordance with the provisions of the Grid Code.

2.2.2 In respect of Interconnector BM Units:

(a) the value of Maximum Import Limit for the Production BM Unit shall be zero; and

(b) the value of Maximum Export Limit for the Consumption BM Unit shall be zero.

2.2.3 Without prejudice to paragraph 2.2.2, the Lead Party may change the Maximum Export Limit and/or the Maximum Import Limit for a relevant BM Unit at any time by notifying the NETSO in accordance with the Grid Code and any such change shall be effective from such time as provided in the Grid Code.

2.3 Not Used

3. FINAL PHYSICAL DATA NOTIFICATION SUBMISSIONS

3.1 Application

3.1.1 The provisions of this paragraph 3 shall apply:

(a) in respect of any BM Unit for which (at a given time) there is an obligation under the Grid Code to submit a Physical Notification;

(b) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Bid-Offer Pairs; and

(c) in respect of any BM Unit for which the Lead Party wishes to submit Physical Notifications so as to be classified under the Code as a Credit Qualifying BM Unit; and

(d) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Replacement Reserve bids.

3.1.2 References in this paragraph 3 to a BM Unit shall be construed as a reference to a BM Unit in respect of which this paragraph 3 applies by virtue of paragraph 3.1.1.

3.2 Final Physical Notification Data

3.2.1 Where this paragraph 3 applies, the Lead Party shall ensure that Physical Notifications are submitted (or can be determined) in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the NETSO under this Section Q, Point FPNs to be established by the SAA under Section T and Period FPNs to be established by the ECVAA in respect of Interconnector BM Units and each Credit Qualifying BM Unit, consistent with the requirements of paragraph 3.2.3, for each Settlement Period and for each BM Unit.

3.2.2 For each Settlement Period, the Final Physical Notification Data in respect of a BM Unit shall be the data specified in the Physical Notification in respect of that BM Unit prevailing at Gate Closure.

3.2.3 The requirements referred to in paragraph 3.2.1 are:

(a) Final Physical Notification Data shall comprise one or more values, each of which shall comprise a MW 'from' level with an associated 'from' time and a MW 'to' level with an associated 'to' time;

(b) in each case, the MW level shall be an amount representing a quantity of Active Power expressed in whole MW and for spot time 't' falling within the relevant Settlement Period, where 't' is a time expressed in a whole number of minutes;

(c) Final Physical Notification Data shall include a MW level for the spot time at the start of the relevant Settlement Period and a MW level for the spot time at the end of the relevant Settlement Period;

(d) Final Physical Notification Data shall comply with the conventions established in Section X; and

(e) in the case of Interconnector BM Units:

(i) the MW level for a Production BM Unit shall be zero or a positive amount;

(ii) the MW level for a Consumption BM Unit shall be zero or a negative amount; and

(iii) the MW level for each of the pair of BM Units associated with an Interconnector and an Interconnector User shall be such that at no time is the value of $FPN_{ij}(t)$ for both such BM Units a non-zero amount for the same spot time.

4. BALANCING SERVICES BID-OFFER SUBMISSION

4.1 Bid-Offer Pairs

4.1.1 For any Settlement Period, the Lead Party of a relevant BM Unit may submit one or more Bid-Offer Pairs in respect of that BM Unit, provided that such Party has complied with paragraph 3.2.1.

4.1.2 Any submission of Bid-Offer Pairs under this paragraph 4.1 shall be made to the NETSO in accordance with the Grid Code and so as to be received no later than Gate Closure for the relevant Settlement Period, subject to paragraph 4.2.

4.1.3 Each Bid-Offer Pair for a relevant BM Unit for a Settlement Period shall comprise:

(a) a 'from' MW level expressed as a whole number of MW with an associated 'from' time expressed as the spot time at the start of the Settlement Period and a 'to' MW level expressed as a whole number of MW with an associated 'to' time expressed as the spot time at the end of the Settlement Period;

(b) an associated Offer Price (PO^n_{ij}) and Bid Price (PB^n_{ij}) each expressed in £/MWh and to two decimal places; and

(c) an associated Bid-Offer Pair Number 'n'.

4.1.4 For each Bid-Offer Pair:

(a) the MW 'from' level shall be equal to the MW 'to' level;

(b) the Offer Price shall be not less than the Bid Price.

4.1.5 In respect of each relevant BM Unit for each Settlement Period:

(a) no more than 5 Bid-Offer Pairs may be submitted with positive MW levels, and each such Bid-Offer Pair shall have a positive value of Bid-Offer Pair Number, numbered sequentially starting from one and up to (but not beyond) 5; and

(b) no more than 5 Bid-Offer Pairs may be submitted with negative MW levels, and each such Bid-Offer Pair shall have a negative value of Bid-Offer Pair Number, numbered sequentially starting from -1 and down to (but not beyond) –5;

provided that a Bid-Offer Pair under paragraph (a) or (b) may be submitted with zero MW levels.

4.1.6 If more than one Bid-Offer Pair has been submitted in respect of a Settlement Period for a relevant BM Unit, the associated Bid Prices shall remain constant or increase with the Bid-Offer Pair Number and the associated Offer Prices shall remain constant or increase with the Bid-Offer Pair Number.

4.2 Balancing Mechanism Default Data

4.2.1 If, in respect of a relevant BM Unit and a Settlement Period, no Bid-Offer Pairs are received by the NETSO in accordance with paragraph 4.1, the NETSO shall establish the Bid-Offer Pair data for that BM Unit for that Settlement Period by copying and applying the Bid-Offer Pair data (if any) that was applying for that BM Unit at 1100 hours on the preceding day for the equivalent Settlement Period in that day (or, in the case of Clock Change Days, for the Settlement Period determined under the Grid Code) in accordance with the provisions of the Grid Code; and the Lead Party shall be deemed under this Section Q to have submitted such Bid-Offer Pair(s) in accordance with paragraph 4.1.

4.2.2 For the purposes of paragraph 4.1, where Gate Closure for a Settlement Period occurs during a period of Outage, the NETSO shall establish the Bid-Offer Pair data for each relevant BM Unit by applying the Bid-Offer Pair data for that BM Unit for that Settlement Period most recently received by the NETSO prior to the start of such period of Outage or, in the absence of any such receipt, the data established by the NETSO pursuant to paragraph 4.2.1.

4.3 Replacement Reserve Bid Data Submission and Default Data

4.3.1 For any Replacement Reserve Auction Period, the Lead Party of a relevant BM Unit may submit Replacement Reserve Bid Data in respect of that BM Unit, for one or more Quarter Hour periods (including in relation to the same Quarter Hour period) within the Replacement Reserve Auction Period provided that such Party has complied with paragraph 3.2.1.

4.3.2 Any submission of Replacement Reserve Bid Data under this paragraph 4.3 shall be communicated to the NETSO in accordance with BC4.5 of the Grid Code and so as to be received no later than Gate Closure for the relevant Replacement Reserve Auction Period.

4.3.3 For each relevant BM Unit, the Lead Party shall ensure that any submission of Replacement Reserve Bid Data under this paragraph 4.3 shall be made in accordance with the TERRE Data Validation and Consistency Rules as defined under the Grid Code.

4.3.4 For the purposes of paragraph 4.3, where Gate Closure for a Replacement Reserve Auction Period occurs during a period of Outage, the NETSO shall establish the Replacement Reserve Bid Data for each relevant BM Unit by applying the Replacement Reserve Bid Data for that BM Unit for that Replacement Reserve Auction Period most recently received by the NETSO prior to the start of such period of Outage or, in the absence of any such receipt, no Replacement Reserve Bid Data shall be established by the NETSO.

5. BALANCING MECHANISM BID-OFFER ACCEPTANCE

5.1 Bid-Offer Acceptances

5.1.1 The NETSO may accept Bids and/or Offers subject to and in accordance with the provisions of this paragraph 5.1 and not otherwise.

5.1.2 The NETSO may accept Bid(s) and/or Offer(s) by issuing a communication under the Grid Code of a type which, for the purposes of the Code, is classed as an Acceptance pursuant to paragraph 5.1.3.

5.1.2A A communication issued by a Gas Transporter which is classed as an Acceptance pursuant to 5.1.3(c) shall be deemed, for the purposes of the Code, to be an Acceptance issued by the NETSO under the Grid Code.

5.1.3 The following communications only shall be classed as Acceptances for the purposes of the Code:

(a) a communication issued in respect of a BM Unit in accordance with BC2.7 of the Grid Code which complies with the requirement in paragraph 5.1.4 and which:

(i) was confirmed by the Lead Party (in accordance with BC2.6.1) of the Grid Code; or

(ii) if not so confirmed:

(1) is consistent with the data referred to in paragraph 5.2.1, and

(2) was not rejected by the Lead Party on safety grounds in accordance with BC 2.7.3 of the Grid Code, and

(3) was not withdrawn by the NETSO in accordance with BC2.7.3 of the Grid Code;

(b) a communication issued as an Emergency Instruction in respect of a BM Unit in accordance with BC2.9, excluding BC2.9.1.2(e), of the Grid Code, which:

(i) complies with the requirement in paragraph 5.1.4, and

(ii) was not rejected by the Lead Party on safety grounds in accordance with BC2.9.2.1 of the Grid Code;

(c) an instruction to reduce or discontinue the offtake of gas issued by a Gas Transporter for the purpose of Load Shedding during Stage 2 or higher of a Network Gas Supply Emergency, where the effect of such instruction is to limit the amount of electricity that can be produced by one or more Generating Units within one or more BM Units.

5.1.3A The Lead Party of a BM Unit that receives an Acceptance which falls within paragraph 5.1.3(c) shall inform the NETSO and BSCCo without undue delay.

5.1.4 The requirement referred to in paragraphs 5.1.3(a) and (b)(i) is that the relevant communication comprises a request or instruction which contains the data items set out in paragraph 5.3.1(a), or from which such data items can be derived or reasonably inferred.

5.1.5 Not used.

5.1.6 The NETSO shall log the communications referred to in paragraph 5.1.3 in its system.

5.1.7 The NETSO shall record and maintain a record of each confirmation, rejection or withdrawal under the Grid Code of any such communication as is referred to in paragraph 5.1.3.

5.1.8 For the avoidance of doubt, a communication of the type referred to in this paragraph 5.1 may relate to more than one Settlement Period.

5.1.9 In this paragraph 5.1, references to a Lead Party's rejection or confirmation of a communication (and similar expressions):

(a) shall be construed as meaning rejection or confirmation of the request or instruction contained in such communication; and

(b) shall include a rejection or confirmation which is effected by any person acting for or on behalf of the Lead Party.

5.1.10 In this paragraph 5.1, "**consistent**" shall be construed as meaning to the nearest integer MW level (where a first decimal place value of a magnitude of 4 or less results in the MW level being rounded to the nearest integer MW level of lower magnitude).

5.1.11 For the purposes of the Code the "**Bid-Offer Acceptance Time**" in respect of a communication classed as an Acceptance shall be:

(a) in the case of a communication under paragraph 5.1.3(a) or (b), the time at which the communication was issued by the NETSO; and

(b) in the case of a communication under paragraph 5.1.3(c), the time at which the communication was issued by the Gas Transporter.

5.1.11A For the purposes of the Code the "**Network Gas Supply Restoration Time**" in respect of an Acceptance which falls within paragraph 5.1.3(c) shall be the time from which the BM Unit(s) were permitted to increase or recommence the offtake of gas.

5.1.12 For the avoidance of doubt (and without prejudice to paragraph 5.1.3 or Section T3) nothing prevents the NETSO from sending Acceptance Data to the SAA pursuant to paragraph 6.2.1 which is such that the value of $qA^{k}_{ij}(t)$ determined for any time t under Section T3.4 may be:

(a) greater than the value of $FPN_{ij}(t) + \Sigma^{n+} qBO^{n}_{ij}(t)$ at that time t; or

(b) less than the value of $FPN_{ij}(t) + \Sigma^{n-} qBO^{n}_{ij}(t)$ at that time t;

where

Σ^{n+} represents a sum over all positive Bid-Offer Pair Numbers; and

Σ^{n-} represents a sum over all negative Bid-Offer Pair Numbers.

5.1.13 Not used.

5.1.14 The NETSO may classify an Acceptance which falls within paragraph 5.1.3(b) as "Emergency Flagged".

5.1.15 The NETSO shall classify an Acceptance which falls within paragraph 5.1.3(c) as "Emergency Flagged".

5.2 Data Consistency Requirements

5.2.1 The data referred to in paragraph 5.1.3(a)(ii)(1), in respect of the BM Unit to which a communication relates, are:

(a) the Physical Notification prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates, adjusted in each case to take account of any previous Acceptances in respect of such Settlement Period;

(b) the Dynamic Data Set prevailing at the Bid-Offer Acceptance Time; and

(c) the Maximum Export Level and Maximum Import Level data referred to in paragraph 2.2.1 prevailing at the Bid-Offer Acceptance Time.

(d) not used

5.2.2 For the avoidance of doubt, the consistency of any communication (within paragraph 5.1.3(a)) with any data or information, other than as provided in paragraph 5.2.1, which may be submitted to the NETSO by the Lead Party in respect of a BM Unit, shall be disregarded in determining whether such communication is to be classed as an Acceptance for the purposes of the Code.

5.3 Acceptance Data

5.3.1 Acceptance Data for a BM Unit shall comprise the following data items:

(a) a set comprising one or more Acceptance Volume Pairs, each with a 'from' MW level and an associated 'from' time and a 'to' MW level and an associated 'to' time and where:

(i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import); and

(ii) the times are expressed in a whole number of minutes and the first 'from' time is not earlier than the Bid-Offer Acceptance Time and the last 'to' time is not later than the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time; and

(b) the associated Bid-Offer Acceptance Number 'k' expressed as an integer greater than the value of k for the Acceptance Data (for that BM Unit) with the immediately preceding Bid-Offer Acceptance Time or, where any Acceptance Data exists with identical Bid-Offer Acceptance Time, greater than the highest value of k which exists with such Bid-Offer Acceptance Time; and

(c) the associated Bid-Offer Acceptance Time; and

(d) in the case of an Acceptance within paragraph 5.1.3(a), whether the NETSO has classified such Acceptance as "RR Instruction Flagged" or "SO-Flagged" or "STOR Flagged";

(e) in the case of an Acceptance within paragraph 5.1.3(b) that the Acceptance was an Emergency Acceptance; and

(f) in the case of an Acceptance within paragraph 5.1.3(b) whether the NETSO has classified such Acceptance as "Emergency Flagged".

5.3.2 Subject to paragraph 5.3.3, for the purposes of an Acceptance falling under paragraph 5.1.3(b), the Acceptance Data shall be deemed to include a Acceptance Volume Pair for which:

(a) the 'from' time and MW level are the same as the latest 'to' time and MW level which are specified in or can be derived or inferred from the communication;

(b) the 'to' time is the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time, and the 'to' MW level is the same as the 'from' MW level.

5.3.2A In relation to a Network Gas Supply Emergency Acceptance, the **"Network Gas Supply Emergency Acceptance End Time"** for each affected BM Unit shall be the earliest time following the Network Gas Supply Restoration Time that the BM Unit could have reached the level of its Final Physical Notification, assuming that:

(a) The BM Unit complied with the Network Gas Supply Emergency Acceptance from the Bid-Offer Acceptance Time to the Network Gas Supply Restoration Time; and

(b) From the Network Gas Supply Restoration Time onwards the BM Unit complied with its Dynamic Data Sets.

5.3.2B For the purposes of a Network Gas Supply Emergency Acceptance, the Acceptance Data for each affected BM Unit shall be deemed to include Acceptance Volume Pairs such that:

(a) for spot times from the Bid-Offer Acceptance Time to the Network Gas Supply Restoration Time, the MW levels of the Acceptance Data shall be derived by adjusting the Final Physical Notification to reflect the maximum level of electricity that affected Generating Unit(s) within the BM Unit were able to produce as a result of the Network Gas Supply Emergency Acceptance, and shall not exceed the Final Physical Notification;

(b) For spot times from the Network Gas Supply Restoration Time to the Network Gas Supply Emergency Acceptance End Time, the MW levels of the Acceptance Data shall be derived on the assumption that the BM Unit was returning to the level of its Final Physical Notification as rapidly as possible subject to compliance with its Dynamic Data Sets.

5.3.3 The Lead Party and the NETSO may agree variations in the Acceptance Data in paragraph 5.3.1(a) in respect of an Acceptance pursuant to paragraph 5.1.3(b) provided that no such variation may be made:

(a) in relation to the first Acceptance Volume Pair;

(b) in respect of the Bid-Offer Acceptance Time;

(c) for the avoidance of doubt, which would be inconsistent with the requirements in paragraph 5.3.1(a)(ii);

and provided that such agreed variations are notified by the NETSO to the SAA no later than the end of the Settlement Day following the Settlement Day in which the Bid-Offer Acceptance Time falls.

5.3.4 The NETSO shall submit Acceptance Data to the SAA and the BMRA in accordance with paragraph 6 in respect of each communication which is classed as an Acceptance pursuant to paragraph 5.1.3.

5.4 Suspension of balancing mechanism

5.4.1 Where, for the purposes of any Contingency Provisions, the operation of the balancing mechanism is to be suspended in relation to any Settlement Period:

(a) no communication issued by the NETSO under the Grid Code relating to that Settlement Period shall be classed as an Acceptance;

(b) accordingly (without prejudice to any further provisions applying under the Grid Code in the relevant circumstances):

(i) the arrangements in this paragraph 5 for the acceptance of Bids and Offers, and

(ii) the entitlements and liabilities of Parties pursuant to the provisions in Section T for the determination of Period BM Unit Cashflow and BM Unit Period Non-delivery Charge and (unless otherwise provided in the relevant Contingency Provisions) Information Imbalance Charge,

shall not apply;

(c) the NETSO shall accordingly not submit Bid-Offer Data or Acceptance Data to the BMRA or SAA pursuant to paragraph 6.

5.5 Historic balancing mechanism prices

5.5.1 Where, for the purposes of any Contingency Provisions, historic price limits are to apply in the Balancing Mechanism, the Lead Party in respect of each relevant BM Unit shall secure that, in relation to each Bid-Offer Pair submitted for such BM Unit in relation to a relevant Settlement Period:

(a) subject to paragraphs (b) and (c), the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than the median value, for all Settlement Periods in the historic period (or for those of such Settlement Periods for which values for such Offer Price and Bid Price exist), of the Offer Prices or Bid Prices of the Bid-Offer Pairs for that BM Unit respectively determined in accordance with the following table:

	Positive Bid-Offer Pair Number (n)	**Negative Bid-Offer Pair Number (n)**
Offer	Offer Price for n = +1	Offer Price for n = –1
Bid	Bid Price for n = +1	Bid Price for n = –1

(b) except where paragraph (c) applies, if there are no values (as referred to in paragraph (a)) of Offer Price or (as the case may be) Bid Price for any of the Settlement Periods in the historic period, the value of Offer Price or (as the case may be) Bid Price shall be equal to zero;

(c) if the direction referred to in paragraph 5.5.2(c)(i)) was given within a period of thirty days commencing on the Go-live Date, the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than, such values as

BSCCo~~the Panel~~ shall determine, in its opinion, subject to the approval of the Secretary of State, as being appropriate limits on such prices having regard to any guidance provided by the Secretary of State (and taking into account, inter alia, such Bid Prices and Offer Prices as are referred to in paragraph (a) for Settlement Periods on and after the Go-live Date, and any prices submitted under the Pooling and Settlement Agreement which appear to BSCCo~~the Panel~~ to be relevant).

(d) NOT USED

5.5.2 For the purposes of this paragraph 5.5:

(a) a relevant BM Unit is a BM Unit for which, in accordance with the relevant Contingency Provisions, historic prices are to be determined;

(b) a relevant Settlement Period is a Settlement Period for which, in accordance with the relevant Contingency Provisions, historic price limits (for relevant BU Units) are to be determined;

(c) the historic period is:

(i) the period of thirty consecutive Settlement Days expiring with (and excluding) the day on which the Secretary of State gave the direction (in accordance with the relevant Contingency Provisions) pursuant to which this paragraph 5.5 is to apply; or

(ii) such other period as may be determined in accordance with the relevant Contingency Provisions;

(d) where a median value is to be selected from an even number of Offer Prices or Bid Prices, the highest Offer Price or Bid Price shall be disregarded.

5.5.3 In respect of each relevant Settlement Period, the NETSO shall as soon as reasonably practicable and in any event such that any revised data is available in time for use by the SAA in carrying out the Initial Settlement Run for that Settlement Period:

(a) ascertain whether the values of Bid Price and Offer Price for each relevant BM Unit submitted by the Lead Party comply with the requirements in paragraph 5.5.1;

(b) where they do not, substitute (for such value(s)) the greatest value of Offer Price or (as the case may be) the lowest value for Bid Price which complies with such requirements; and

(c) send the revised Bid-Offer Data resulting from any such substitution to the SAA.

5.6 REPLACEMENT RESERVE AUCTION RESULT DATA

5.6.1 For the purposes of the Code the "**Replacement Reserve Activation Time**" in respect of a communication classed as Replacement Reserve Auction Result Data shall be the time at which the communication was issued by the NETSO.

5.6.2 The Replacement Reserve Auction Result Data submitted by the NETSO shall comprise at least the following data sets:

(a) Replacement Reserve Activation Data for each Replacement Reserve Auction Period;

(b) GB Need Met Data for each Replacement Reserve Auction Period;

(c) Interconnector Schedule Data for each Interconnector for each Replacement Reserve Auction Period.

5.6.3 Replacement Reserve Activation Data for a BM Unit shall comprise at least the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

(b) the Flow Direction;

(c) the Replacement Reserve Auction Period Resolution Type;

(d) for each Position associated with a Replacement Reserve Auction Period the NETSO shall provide:

(i) a Replacement Reserve Activation Price expressed in £/MWh and to two decimal places; and

(ii) an Activated Quantity expressed in whole MW measured from the zero point (of no energy Export or Import).

5.6.4 GB Need Met Data shall comprise at least the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

(b) the Flow Direction;

(c) the Replacement Reserve Auction Period Resolution Type;

(d) for each Position associated with the Replacement Reserve Auction Period the NETSO shall provide:

(i) a Replacement Reserve Acceptance Price expressed in £/MWh and to two decimal places; and

(ii) an Activated Quantity expressed in whole MW measured from the zero point (of no energy Export or Import).

5.6.5 Interconnector Schedule Data shall comprise at least the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

(b) the Flow Direction;

(c) the Replacement Reserve Auction Period Resolution Type;

(d) for each Position associated with the Replacement Reserve Auction Period the NETSO shall provide:

(i) a Replacement Reserve Acceptance Price expressed in £/MWh and to two decimal places; and

(ii) an Activated Quantity expressed in whole MW measured from the zero point (of no energy Export or Import).

5A SUSPENSION OF THE TERRE MARKET

5A.1 Outages of computer systems or TERRE Central Platform operator notification leading to the suspension of the TERRE Market

5A.1.1 This paragraph 5A.1 will apply if and only if:

(a) Planned Maintenance Outages or unplanned computer system failures have occurred in one of the circumstances set out in BC 4.9 of the Grid Code and the TERRE Market is or will be suspended pursuant to BC4.10(b) of the Grid Code (the terms 'Users' and 'Planned Maintenance Outages' each having, for the purposes of this paragraph 5A.1, the meanings given in the Grid Code), or

(b) the TERRE Market is or will be suspended pursuant to BC4.10(c) of the Grid Code.

5A.1.2 Where paragraph 5A.1 applies:

(a) following the occurrence of any of the circumstances set out in BC4.10(b) or BC4.10(c) of the Grid Code NETSO shall (as soon as is reasonably practicable) notify BSCCo that the TERRE Market will be or has been suspended pursuant to that provision in accordance with paragraph BC4.10 of the Grid Code;

(b) BSCCo shall (as soon as is practicable following the NETSO's notification under paragraph 5A.1.2(a)) notify all Parties that the TERRE market will be or has been suspended pursuant to BC4.10 of the Grid Code;

(c) the NETSO shall (as soon as is practicable following its notification under paragraph 5A.1.2(a)) determine, in its reasonable opinion, the time and date with effect from which the TERRE Market suspension commenced and inform BSCCo of that time and date in accordance with BC4.10 of the Grid Code;

(d) BSCCo shall determine the Settlement Period that corresponds with the time and date from which the TERRE Market suspension commenced (as determined by the NETSO under paragraph 5A.1.2(b));

(e) BSCCo shall, as soon and so far as is practicable, notify all Parties of the Settlement Period from which the TERRE Market suspension commenced;

(f) the NETSO shall (as soon as is practicable) determine, in its reasonable opinion, the time and date with effect from which the TERRE Market suspension concluded and notify BSCCo of that time and date;

(g) BSCCo shall determine the Settlement Period that corresponds with the time and date from which the TERRE Market suspension concluded (as determined and notified by the NETSO under paragraph 5A.1.2(f));

(h) BSCCo shall, as soon and so far as is practicable following its determination under paragraph 5A.1.2(g), notify all Parties of the Settlement Period from which the TERRE Market suspension concluded;

(i) BSCCo shall, as soon and so far as is practicable, keep Parties informed of the operation of BSC Systems and, in so far as it is informed by the NETSO, of the operation of the Transmission System during TERRE Market suspension; and

(j) the provisions of paragraph 5A.2 shall apply in relation to all Settlement Periods that fall within a period of TERRE Market suspension as determined by the BSCCo in accordance with this paragraph 5A.1, with effect from the start of the Settlement Period determined by BSCCo under paragraph 5A.1.2(d) until the end of the Settlement Period determined by the BSCCo under paragraph 5A.1.2(g).

5A.2 TERRE Market Suspension General Provisions

5A.2.1 Where, for the purposes of paragraph 5A.1 or any Contingency Provisions, the operation of the TERRE Market is to be suspended in relation to any Settlement Period:

(a) no communication issued by the NETSO under the Grid Code relating to that Settlement Period shall be classed as Replacement Reserve Auction Result Data or as "RR Instruction Flagged" Acceptance Data;

(b) accordingly (without prejudice to any further provisions applying under the Grid Code in the relevant circumstances):

(i) the arrangements in paragraph 5 regarding Replacement Reserve Auction Result Data, and

(ii) the entitlements and liabilities of Parties pursuant to the provisions in Section T for the determination of Daily Party RR Cashflow, Daily Party RR Instruction Deviation Cashflow, BM Unit Period Non-delivery Charge (where this charge is derived from Replacement Reserve Auction Result Data and (unless otherwise provided in the relevant Contingency Provisions) Information Imbalance Charge (where this is charge is derived from Replacement Reserve Auction Result Data),

shall not apply;

(c) the NETSO shall accordingly not submit Replacement Reserve Bid Data, Replacement Reserve Auction Result Data or "RR Instruction Flagged" Acceptance Data to the BMRA or SAA pursuant to paragraph 6.

6. SUBMISSION OF DATA BY THE NETSO

6.1 Submission of data to the BMRA

6.1.1 In this paragraph 6.1:

(a) times by which the NETSO is to send data to the BMRA are target times, which the NETSO is expected to meet unless abnormal circumstances prevent it from doing so;

(b) capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code;

(c) references to Total Output Usable data are references to Total Output Usable data determined from Output Usable data (and, where the context so requires, expected Interconnector transfer capacity data) for the time being provided to the NETSO by the relevant User pursuant to the Grid Code;

(d) notwithstanding anything to the contrary in the Grid Code, references to Output Usable shall exclude (unless, and to the extent, expressly stated otherwise in the Code) expected Interconnector transfer capacity; and

(e) references to a week shall mean a week that begins on a Monday and end on a Sunday, and references to the second week after the current week shall mean the week commencing on the Monday that falls between eight and fourteen days ahead of the current day.

6.1.2 Not later than 1700 hours on the last Business Day of the week, the NETSO shall send to the BMRA the following data for each week from the second week following the current week to the fifty second week following the current week (i.e. two to fifty two weeks ahead):

(a) the National Demand forecast; and

(b) the Transmission System Demand forecast,

in each case, expressed as an average MW value for the Settlement Period at the peak of the week.

6.1.2A At least once per day by no later than 1600 hours and up to every hour, the NETSO shall send to the BMRA the following data for each week from the second week following the current week to the fifty second week following the current week (i.e. two to fifty two weeks ahead):

(a) the Total Output Usable;

(b) the Total Output Usable (plus expected Interconnector transfer capacity into the Transmission System) by Fuel Type Category (to the extent that such data is available to the NETSO for each Fuel Type Category);

(c) the Output Usable (plus, in respect of Interconnector BM Units, the expected Interconnector transfer capacity into the Transmission System) by BM Unit (to the extent that such data is available to the NETSO for each BM Unit); and

(d) the national Surplus forecast; and

(e) the Generating Plant Demand Margin forecast,

in each case, expressed as an average MW value for the Settlement Period at the peak of the week.

6.1.2B Not Used

6.1.3 Not later than 1500 hours each day, the NETSO shall send to the BMRA the following data applicable for each Operational Day from the second day following the current Operational Day to the fourteenth day following the current Operational Day: the peak National Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day and the peak Transmission System Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day.

6.1.4 At least once per day by no later than 1600 hours and up to every hour, the NETSO shall send to the BMRA the following data applicable for each day from the second day following the current day to the fourteenth day following the current:

(a) and the Total Output Usable;

(b) the Total Output Usable (plus expected Interconnector transfer capacity into the Transmission System) by Fuel Type Category (to the extent that such data is available to the NETSO for each Fuel Type Category);

(c) the Output Usable (plus, in respect of Interconnector BM Units, the expected Interconnector transfer capacity into the Transmission System) by BM Unit (to the extent that such data is available to the NETSO for each BM Unit);

(d) the national Surplus forecast; and

(e) the Generating Plant Demand Margin forecast,

in each case, expressed as an average MW value for the Settlement Period at the peak of the day.

6.1.4A Not Used.

6.1.4B At least once per day by no later than 1600 hours and up to every hour, the NETSO shall send to the BMRA the following data for each week from the second week following the current week to the one hundred and fifty sixth week following the current week (i.e. two to one hundred and fifty six weeks ahead):

(a) the Total Output Usable;

(b) the Total Output Usable (plus expected Interconnector transfer capacity into the Transmission System) by Fuel Type Category (to the extent that such data is available to the NETSO for each Fuel Type Category);

(c) the Output Usable (plus, in respect of Interconnector BM Units, the expected Interconnector transfer capacity into the Transmission System) by BM Unit (to the extent that such data is available to the NETSO for each BM Unit);

(d) the national Surplus forecast; and

(e) the Generating Plant Demand Margin forecast,

in each case, expressed as an average MW value for the Settlement Period at the peak of the week.

6.1.4C The NETSO shall send to the BMRA details of the System Zone boundaries. If pursuant to the Grid Code any changes are made to System Zone definitions or boundaries, details of these changes shall be forwarded to the BMRA by the NETSO prior to implementation and whenever details of such changes are provided to any User pursuant to the Grid Code.

6.1.5 Not later than 0900 hours each day, the NETSO shall send to the BMRA the following data applicable for the following Operational Day:

(a) the National Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day;

(b) the Transmission System Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day; and

(c) the Zonal Transmission System Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day.

6.1.6 Not later than 1200 hours each day, the NETSO shall send to the BMRA the following data expressed as an average MW value for each Settlement Period within the following Operational Day:

(a) the Indicated Margin;

(b) the National Indicated Imbalance;

(c) the National Indicated Generation;

(d) the National Indicated Demand;

(e) the National Demand forecast; and

(f) the Transmission System Demand forecast.

6.1.7 The NETSO shall send to the BMRA the data set out in paragraph 6.1.8 as a minimum at the submission times specified in Table 1 below (and may send it more frequently) and such data shall be provided as an average MW value for each of the Settlement Periods within the period defined by columns 2 and 3 in Table 1 (in which 'D' refers to the Settlement Day in which the submission time falls):

Table 1

Column 1	***Column 2***	***Column 3***
Submission time	***Data applicable from:***	***Data applicable to:***
0200 Hours	0200 D	0500 D+1
1000 Hours	1000 D	0500 D+1
1600 Hours	0500 D+1	0500 D+2
1630 Hours	1630 D	0500 D+1
2200 Hours	2200 D	0500 D+2

6.1.8 The data items to be provided to the BMRA by the NETSO at the times specified in Table 1 above shall be:

(a) the National Demand forecast;

(b) the National Indicated Margin;

(c) the National Indicated Imbalance;

(d) the National Indicated Demand;

(e) the National Indicated Generation;

(f) the Zonal Transmission System Demand forecast for each BMRS Zone;

(g) the Indicated Constraint Boundary Margin for each BMRS Zone;

(h) the Zonal Indicated Imbalance for each BMRS Zone;

(i) the Zonal Indicated Demand for each BMRS Zone;

(j) the Zonal Indicated Generation for each BMRS Zone; and

(k) the Transmission System Demand forecast.

6.1.9 Not later than five minutes following receipt from the Lead Party, the NETSO shall send to the BMRA any notifications of the Dynamic Data Set submitted in accordance with paragraph 2.1.

6.1.10 Not later than fifteen minutes following Gate Closure for each Settlement Period, the NETSO shall send to the BMRA the following data, so far as relating to that Settlement Period, received by Gate Closure, for each BM Unit for which it has so received such data:

(a) the Maximum Export Limit data or the Maximum Import Limit data (including any change to such data) submitted in accordance with paragraph 2.2

(b) any Quiescent Physical Notification data (including any change to such data) submitted in accordance with paragraph 2.3;

and where after Gate Closure the NETSO is notified of any change in any such data (so far as relating to such Settlement Period) the NETSO shall send to the BMRA such changed data, and the time of notification and the effective time of such change, not later than five minutes following receipt of notification of such change.

6.1.11 Not later than fifteen minutes following Gate Closure for each Settlement Period, the NETSO shall send to the BMRA the following data for each BM Unit for which it has received or determined such data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2;

(b) Bid-Offer Data.

6.1.11A Not later than forty minutes before the start of each Replacement Reserve Auction Period, the NETSO shall send to the BMRA the Replacement Reserve Bid Data for each BM Unit for which it has received or determined such data.

6.1.12 Not later than fifteen minutes following the issue of a communication or the occurrence of an event which (pursuant to paragraph 5.1.3(a)) is to be treated as an Acceptance, the NETSO shall send to the BMRA the Acceptance Data.

6.1.12A As soon as practicable after the issue of a communication which (pursuant to paragraph 5.1.3(b) is to be treated as an Acceptance, the NETSO shall send to the BMRA the following information: the fact that such a communication has been given, the time at which it was given and the BM Unit in respect of which it was given.

6.1.12B Not later than thirty minutes following Gate Closure for each Replacement Reserve Auction Period, the NETSO shall send to the BMRA the Replacement Reserve Auction Result Data for each BM Unit for which it has received or determined such data.

6.1.13 Not later than fifteen minutes following the end of each Settlement Period, the NETSO shall send to the BMRA the Initial National Demand Out-Turn and Initial Transmission System Demand Out-Turn for that Settlement Period.

6.1.14 At the same as the issue to Users (as defined in the Grid Code) of a System Warning, the NETSO shall send to the BMRA the information contained in such System Warning.

6.1.14A If the NETSO becomes aware that a Gas Transporter has issued Load Shedding instructions in relation to Stage 2 or higher of a Network Gas Supply Emergency, the NETSO shall, using reasonable endeavours, notify the BMRA that Load Shedding has been used without undue delay.

6.1.15 No later than 1700 hours each day, the NETSO shall send to the BMRA the following data applicable for the day preceding the current day: the Out-Turn Temperature, expressed as a single degrees celsius value deemed to be representative of the temperature measured at midday.

6.1.16 No later than 1700 hours each day, the NETSO shall send to the BMRA the following data applicable for the day preceding the current day:

(a) the Normal Reference Temperature expressed as a degrees celsius value;

(b) the Low Reference Temperature expressed as a degrees celsius value; and

(c) the High Reference Temperature expressed as a degrees celsius value.

6.1.17 No later than 1700 hours each day, the NETSO shall send to the BMRA the following data for the period commencing at 2100 hours on D and ending at 2130 hours on D+2 (and in respect of which 'D' refers to the Settlement Day in which the submission time falls):

(a) the Forecast Total Power Park Module Generation for a sample of Settlement Periods selected by the NETSO, expressed as an average MW value for each such Settlement Period across all Power Park Modules metered by the NETSO in accordance with CC6.5.6 of the Grid Code;

(b) the time associated with each Settlement Period referred to in paragraph 6.1.17 (a); and

(c) the Total Metered Capacity for each Settlement Period referred to in paragraph 6.1.17 (a), expressed as a total MW value of the Registered Capacity of all Power Park Modules metered by the NETSO in accordance with CC6.5.6 of the Grid Code.

6.1.18 Every five minutes the NETSO shall send to the BMRA the Total Instantaneous Out-Turn Generation, expressed as an instantaneous MW value for each fuel type, energy source or External Interconnection approved, amended or removed as a category from time to time ("**Fuel Type Category**"). The Fuel Type Categories shall be published on the BSC Website.

6.1.19 No later than fifteen minutes following the end of each Settlement Period, the NETSO shall send to the BMRA the Total Period Out-Turn Generation expressed as an average MW value for that Settlement Period for each of the Fuel Type Categories referred to in paragraph 6.1.18.

6.1.20 The NETSO shall:

(a) prepare, keep up-to-date and maintain, a BM Unit Fuel Type List identifying the Fuel Type Category for each BM Unit which is:

(i) metered by the NETSO in accordance with CC6.5.6 of the Grid Code; and

(ii) identified by the NETSO as falling within a Fuel Type Category as referred to in paragraph 6.1.18; and

(b) provide to the BMRA the BM Unit Fuel Type List as updated from time to time.

6.1.21 No later than 1700 hours each day, the NETSO shall send to the BMRA the following data applicable for the day preceding the current day:

(a) the Transmission Energy transmitted across the Transmission System, expressed in MWh;

(b) the Normal Reference Transmission Energy transmitted across the Transmission System, expressed in MWh;

(c) the Low Reference Transmission Energy transmitted across the Transmission System, expressed in MWh; and

(d) the High Reference Transmission Energy transmitted across the Transmission System, expressed in MWh.

6.1.22 No later than fifteen minutes following the end of each Settlement Period, the NETSO shall send to the BMRA the Non-BM STOR Instructed Volume for that Settlement Period, expressed in MWh.

6.1.23 Every two minutes the NETSO shall send to the BMRA the Transmission System Frequency, expressed as a hertz value for one or more spot times within that two minute period.

6.1.24 The NETSO shall send to the BMRA all Inside Information Data that it receives from time to time from a Market Participant (in accordance with the Grid Code), as soon as reasonably practicable after receipt taking into account any technical constraints.

6.1.25 In respect of each Settlement Period, the NETSO shall send to the BMRA the De-Rated Margin Forecast calculated in accordance with the Loss of Load Probability Calculation Statement as a minimum (and may send more frequently):

(a) at 1200 hours on each calendar day for all Settlement Periods for which Gate Closure has not yet passed and which occur within the current Operational Day or the following Operational Day; and

(b) at eight, four, two and one hour(s) prior to the beginning of the Settlement Period to which the De-Rated Margin Forecast relates.

6.1A Submission of data to the ECVAA

6.1A.1 Not later than fifteen minutes following Gate Closure for each Settlement Period, the NETSO shall send to the ECVAA the latest Final Physical Notification Data it has received or determined for each Interconnector BM Unit.

6.1B Submission of Transparency Regulation Data and EBGL Local Data to the BMRA

6.1B.1 The NETSO shall submit to the BMRA such data as is required under the Transparency Regulation, except for any such data that is already held by the BMRA.

6.1B.2 The NETSO shall submit the data referred to in paragraph 6.1B.1 to the BMRA in accordance with any requirements specified in the Transparency Regulation. For the purpose of this paragraph 6.1B.2, any timeframes for submission of data to the BMRA are target times, which the NETSO is expected to meet unless exceptional circumstances prevent it from doing so.

6.1C **Submission of Electricity System Restoration Standard data to the BMRA**

6.1C.1 Not later than 0900, 1145 and 1600 hours each day, the NETSO shall send to the BMRA the following data for the day following the current day:

(a) 100% of the peak Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day for each System Restoration Region; and

(b) 60% of the peak Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day for each System Restoration Region.

6.1C.2 During a System Restoration Period, the NETSO shall send the BMRA hourly the following data applicable for each hour following the current hour of the day the Demand restored expressed as an average MW value for such hour for each System Restoration Region. The frequency by which the NETSO is to send data to the BMRA under this paragraph is a target which the NETSO shall use its reasonable endeavours to meet.

6.2 Submission of Balancing Mechanism data to the SAA

6.2.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the NETSO under this Section Q, the NETSO shall send to the SAA (so that such data has been sent by the time which is fifteen minutes following the end of such Settlement Day) the following data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;

(b) changes to the Dynamic Data Set data received by the NETSO pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the NETSO;

(c) changes to the Maximum Export Limit and Maximum Import Limit data received by the NETSO to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

(d) Bid-Offer Data in respect of each Settlement Period within such Settlement Day submitted or determined in accordance with paragraph 4; and

(e) Acceptance Data, other than in relation to Acceptances which fall within paragraph 5.1.3(b).

6.2.2 The NETSO shall send Acceptance Data for Acceptances which fall within paragraph 5.1.3(b) as soon as reasonably practicable following the relevant Settlement Day, and wherever practicable in time for such Acceptance Data to be taken into account in the Initial Settlement Run.

6.2A Submission of data to the CDCA

6.2A.1 Within the period of five Business Days commencing on the Business Day after cessation of a Demand Control Event, the NETSO shall send to the CDCA:

(a) the BM Unit Identification Number; and

(b) the start and end date and time in Co-ordinated Universal Time for which the BM Unit was subject to Demand Disconnection,

in respect of each disconnected BM Unit that is directly connected to the Transmission System.

6.2B Submission of Data to the SVAA

6.2B.1 The NETSO shall send to the SVAA the data relating to Non-BM STOR Instructions in accordance with Section S9.2.

6.2C Submission of Replacement Reserve data to the SAA

6.2C.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the NETSO under this Section Q, the NETSO shall send to the SAA (so that such data has been sent by the time which is fifteen minutes following the end of such Settlement Day) the following data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;

(b) changes to the Dynamic Data Set data received by the NETSO pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the NETSO;

(c) changes to the Maximum Export Limit and Maximum Import Limit data received by the NETSO to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

(d) Replacement Reserve Bid Data in respect of each Quarter Hour period within each Replacement Reserve Auction Period within such Settlement Day submitted or determined in accordance with paragraph 4; and

(e) Replacement Reserve Auction Result Data in respect of each Replacement Reserve Auction Period.

6.3 Balancing Services Adjustment Data

6.3.1 In respect of each Settlement Period within a Settlement Day, the NETSO shall send:

(a) subject to paragraph 6.3.4, to the BMRA:

(i) (in relation to all such Settlement Periods) as soon as possible and in any event not later than one hour after either a trade is agreed for Balancing Services Adjustment Actions and entered into the NETSO's system for recording such trades or instructions are sent for Balancing Services Adjustment Actions (as the case may be), the NETSO's estimate (at the relevant time of sending) of Balancing Services Adjustment Data as described in paragraph 6.3.2;

(ii) (in relation to each such Settlement Period) as soon as reasonably practicable after Gate Closure for, and in any event not later than the end of, such Settlement Period the NETSO's estimate (at the relevant time of sending) of Balancing Services Adjustment Data as described in paragraph 6.3.2; and

(iii) (in relation to each such Settlement Period) not later than fifteen minutes after the end of the relevant Settlement Period, its estimate of Balancing Services Adjustment Data including (but not limited to) that relating to Non-BM STOR actions and Non-BM Fast Reserve, as described in paragraph 6.3.2;

(b) to:

(i) the SAA, and

(ii) subject to paragraph 6.3.4, the BMRA

on the day next following such Settlement Day, the Balancing Services Adjustment Data as described in paragraph 6.3.2.

6.3.2 The Balancing Services Adjustment Data shall comprise the following data in respect of each Settlement Period:

(a) the unique sequential number for each Balancing Services Adjustment Action;

(b) for each such Balancing Services Adjustment Action:

(i) the Balancing Services Adjustment Volume;

(ii) the Balancing Services Adjustment Cost;

(iii) whether the NETSO has classified such Balancing Services Adjustment Action as "SO-Flagged";

(iv) whether the NETSO has classified such Balancing Services Adjustment Action as "STOR Flagged";

(v) the BSAD Party ID of the person providing the procured Balancing Services Adjustment Action;

(vi) the BSAD Asset ID (if applicable);

(vii) whether the Balancing Service was procured by the NETSO through a tender; and

(viii) the type of Balancing Service procured;

(c) Buy Price Price Adjustment; and

(d) Sell Price Price Adjustment.

6.3.2A The SAA and the BMRA shall calculate the Balancing Services Adjustment Price in respect of each Settlement Period for each Balancing Services Adjustment Action by dividing the Balancing Services Adjustment Cost by the Balancing Services Adjustment Volume for each respective Settlement Period; and the Balancing Services Adjustment Price shall be deemed to be Balancing Services Adjustment Data for the purposes of the Code.

6.3.2B In relation to Balancing Services Adjustment Actions, the NETSO will maintain, keep up-to-date and publish on the NETSO's Website (as defined in the Grid Code) a register containing:

(a) the name of each person providing procured Balancing Services Adjustment Actions and its corresponding BSAD Party ID; and

(b) the BSAD Asset ID (referenced against the relevant corresponding BSAD Party ID) only where such ID is provided in accordance with paragraph 6.2.3C(b).

6.3.2C For the purposes of this paragraph 6.3, "**BSAD Asset ID**" means:

(a) the BM Unit Identification Number of the BM Unit providing the relevant Balancing Services Adjustment Action (outside the Balancing Mechanism), where there is a relevant BM Unit Identification Number associated with a Balancing Service Adjustment Action; or

(b) where an interconnector is used to provide a Balancing Services Adjustment Action and there is no associated BM Unit Identification Number, a unique reference assigned by the NETSO that identifies the person providing the Balancing Services Adjustment Action and the interconnector used.

6.3.3 The NETSO may resubmit to the SAA the Balancing Services Adjustment Data in respect of any Settlement Period within a Settlement Day at any time prior to the Final Reconciliation Settlement Run for such Settlement Day and the SAA shall correct such data in the Settlement Run next following such resubmission.

6.3.4 Until such time as BSCCo~~the Panel~~ confirms that Indicative Balancing Services Adjustment Data (as defined in Section V) or Balancing Services Adjustment Data is capable of being displayed on the BMRS:

(a) the NETSO shall comply with paragraph 6.3.1(a) or 6.3.1(b)(ii) respectively by sending such data to BSCCo (and shall separately send Balancing Services Adjustment Data to the SAA pursuant to paragraph 6.3.1(b));

(b) BSCCo will ensure that such data is displayed on the BSC Website.

6.3.5 For the purposes of any Settlement Run to be carried out on or after the date with effect from which this paragraph 6.3.5 takes effect in respect of each Settlement Day between the period 5th April 2001 to 24th September 2001 (both dates inclusive):

(a) the provisions of the Code as modified with effect from 25th September 2001 to include Buy Price Price Adjustment and Sell Price Price Adjustment in the Balancing Services Adjustment Data and to take such Price Adjustments into account in the determination of Energy Imbalance Prices under Section T4.4 shall apply;

(b) the NETSO shall submit or resubmit the Balancing Services Adjustment Data to the SAA and to BSCCo for each Settlement Period of such Settlement Days as soon as reasonably practicable in order to give effect to paragraph 6.3.5(a); and

(c) BSCCo shall arrange for such data to be published in accordance with Section V4.2.

6.3.6 For the avoidance of doubt, paragraph 6.3.5 is without prejudice to Settlement Runs carried or to be carried out at any time in respect of Settlement Days commencing with the Settlement Day of 25th September 2001, which have been and shall continue to be carried out in accordance with the provisions of the Code as modified with effect from 25th September 2001.

6.4 Applicable Balancing Services Volumes Data

6.4.1 In relation to each Settlement Period in a Settlement Day and each BM Unit, the NETSO shall send the BM Unit ABSVD to:

(a) the SAA; and

(b) the BMRA

no later than the second Business Day after such Settlement Day.

6.4.2 BM Unit ABSVD shall:

(a) be expressed in MWh;

(b) follow the sign conventions set out in paragraph 2.4 of Annex X-2; and

(c) represent an aggregate net volume of Active Energy for the whole Settlement Period.

6.4.3 The NETSO may resubmit to the SAA the BM Unit ABSVD in respect of any BM Unit and Settlement Period within a Settlement Day (originally sent under paragraph 6.4.1) at any time prior to the Final Reconciliation Settlement Run for such Settlement Day and the SAA shall correct such data in the Settlement Run following such resubmission.

6.4.4 For the avoidance of doubt, in respect of each Settlement Period and each BM Unit, volumes of Active Energy contained in the BM Unit ABSVD sent pursuant to paragraph 6.4.1 shall not include or be included in any volumes of Active Energy contained in Acceptance Data in respect thereof.

6.4.5 Not Used.

6.4.6 The obligations of the NETSO to send data under paragraph 6.4.1 in respect of Settlement Periods and Settlement Days, and the use of such data in the determination of Trading Charges in respect of Settlement Days in accordance with the provisions of Section T, shall apply in respect of each Settlement Period and Settlement Day from the time when paragraph 6.4.1 comes into effect.

6.4.7 Where the NETSO becomes reasonably aware that it is or may be required to provide ABSVD in relation to a MSID Pair, and that it will not be possible for the NETSO to assign such ABSVD to a BM Unit, the NETSO shall send to the SVAA, in respect of that MSID Par and in relation to any Settlement Period in a Settlement Day, the following ("**Non BM Unit ABSVD**"):

(a) Non BM Unit ABSVD MSID Pair Data in accordance with BSCP602 and paragraph 6.4.8; and

(b) the associated MSID Pair Delivered Volume in accordance with paragraph 6.4.9, and such MSID Pair Delivered Volume shall be sent to the SVAA by the fifteenth day after such Settlement Day to the extent such data has been received by the NETSO, and in any event by the forty fifth day after such Settlement Day.

6.4.8 For the purposes of the Code, "**Non BM Unit ABSVD MSID Pair Data**" shall contain the following in relation to an MSID Pair:

(a) the GSP Group in which the Import Metering System and (where applicable) Export Metering System are located;

(b) the MSID of the Import Metering System;

(c) the MSID of the associated Export Metering System (where applicable);

(d) the date from when, subject to the provisions of Section S10.2, the NETSO shall provide MSID Pair Delivered Volume in relation to this MSID Pair;

(e) the date to when, subject to the provisions of Section S10.2, the NETSO shall provide MSID Pair Delivered Volume in relation to this MSID Pair;

(f) a Customer Consent Flag for the MSID of the Import Metering System setting out:

(i) the date from when the Customer Consent Flag is to be effective; and

(ii) the date to when the Customer Consent Flag is to be effective;

(g) a Customer Consent Flag for the MSID of the Export Metering System setting out:

(i) the date from when the Customer Consent Flag is to be effective; and

(ii) the date to when the Customer Consent Flag is to be effective.

6.4.9 MSID Pair Delivered Volumes shall:

(a) be expressed in MWh;

(b) follow the sign conventions set out in paragraph 2.4 of Annex X-2; and

(c) represent an aggregate net deviation volume of Active Energy for the whole Settlement Period for each MSID Pair.

6.4.10 The NETSO may resubmit to the SVAA the MSID Pair Delivered Volume in respect of any MSID Pair and Settlement Period within a Settlement Day (originally sent pursuant to this paragraph 6.4.8) at any time prior to the Final Reconciliation Volume Allocation Run for

such Settlement Day and the SVAA shall correct such data in the Volume Allocation Run following such resubmission.

6.4.11 For the avoidance of doubt, in respect of each Settlement Period and any MSID Pair, the MSID Pair Delivered Volumes sent pursuant to paragraph 6.4.8 shall not include or be included in any volumes of Active Energy contained in Acceptance Data in respect of any BM Unit(s) that include the MSIDs comprising the MSID Pair.

6.5 Not used

6.6 Outages

6.6.1 Where the NETSO is required to submit data by or within a specified period pursuant to this paragraph 6, such period shall be automatically extended by the period of any relevant Outage, and the NETSO shall submit relevant data in accordance with this paragraph 6 for the period of such Outage as soon as reasonably practicable after the end of such Outage.

6.7 Static Function Loss of Load Probability

6.7.1 The NETSO shall send any Loss of Load Probability function calculated in accordance with the Loss of Load Probability Calculation Statement to the BMRA not less than three months before it is due to take effect.

6.7.2 Not later than fifteen minutes following Gate Closure for each Settlement Period, the NETSO shall send to the BMRA the Final Loss of Load Probability value applicable to the relevant Settlement Period calculated in accordance with the Static LoLP Function Methodology.

6.7.3 Paragraph 6.7 shall cease to have effect for all Settlement Periods occurring on or after 00:00 on 1st November 2018.

6.8 Dynamic Function Loss of Load Probability

6.8.1 With effect from 00:00 on 1st November 2018 and for all Settlement Periods thereafter, the NETSO shall:

(a) calculate Indicative Loss of Load Probability values in accordance with the Dynamic LoLP Function Methodology at the following times:

(i) in relation to paragraph 6.8.2, at 1200 hours on each calendar day; and

(ii) in relation to paragraph 6.8.3, at eight hours, four hours and two hours prior to the beginning of the Settlement Period for each Settlement Period during each Settlement Day;

(b) calculate the Final Loss of Load Probability value for each Settlement Period in accordance with the Dynamic LoLP Function Methodology at the same time as Gate Closure for each Settlement Period.

6.8.2 Not later than fifteen minutes following the calculation time set out in paragraph 6.8.1(a)(i), the NETSO shall send to the BMRA the Indicative Loss of Load Probability values applicable to all Settlement Periods for which Gate Closure has not yet passed occurring within the current Operational Day and the following Operational Day.

6.8.3 Not later than fifteen minutes following the calculation time set out in paragraph 6.8.1(a)(ii), the NETSO shall send to the BMRA the Indicative Loss of Load Probability values applicable to each relevant Settlement Period.

6.8.4 Not later than fifteen minutes following the calculation time set out in paragraph 6.8.1(b), the NETSO shall send to the BMRA the Final Loss of Load Probability values applicable to the relevant Settlement Period.

6.9 Demand Control Instructions

6.9.1 In this paragraph 6.9:

(a) times by which the NETSO is to send data to the BMRA are target times, which the NETSO is expected to meet unless abnormal circumstances prevent it from doing so; and

(b) capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code.

6.9.2 For the purposes of paragraph 6.9, a Demand Control Event shall be:

(a) a demand disconnection instructed by the NETSO;

(b) a voltage reduction instructed by the NETSO; and/or

(c) an automatic low frequency Demand Disconnection,

in each case as set out in OC6 of the Grid Code.

6.9.3 In respect of each Demand Control Event, not later than fifteen minutes after the commencement of a Demand Control Event the NETSO shall send to the BMRA the following:

(a) the unique identification number for that Demand Control Instruction;

(b) the relevant stage number for the Demand Control Event Stage (which, for the purposes of this paragraph, shall be the first Demand Control Event Stage);

(c) the Demand Control Event type flag;

(d) the Demand Control Event Start Point;

(e) where known, the Distribution System Operator instructed;

(f) the Demand Control Event Estimate in MW based on the total Demand Control Level anticipated to be delivered; and

(g) a SMAF Flag.

6.9.4 Not later than fifteen minutes after the NETSO has issued an updated Demand Control Instruction, the NETSO shall send to the BMRA the following:

(a) the relevant Demand Control Instruction identification number;

(b) the updated sequential Demand Control Event Stage number;

(c) the Demand Control Event type flag;

(d) the time and date of the additional Demand Control Instruction;

(e) where known, the Distribution System Operator instructed;

(f) the Demand Control Event Estimate in MW based on the total additional Demand Control Level anticipated to be delivered during the stage being reported; and

(g) a SMAF Flag.

6.9.5 Not later than fifteen minutes after the end of a Demand Control Event, the NETSO shall send to the BMRA the following:

(a) the Demand Control Instruction identification number; and

(b) the Demand Control Event End Point.

6.9.6 For the purposes of the Code, a Demand Control Impacted Settlement Period shall be:

(a) each Settlement Period that corresponds with:

(i) any Demand Control Event Start Point; or

(ii) any Demand Control Event End Point; or

(b) any intervening Settlement Period(s).

6.9.7 As soon as reasonably practical after receipt, the BMRA shall send each Demand Control Event Notice to the SVAA, the SAA and the CDCA.

7. MANIFEST ERRORS

7.1 Meaning of Manifest Error

7.1.1 For the purposes of this Section Q:

(a) there is a "**Manifest Error**" in a Bid-Offer Pair or an Acceptance where and only where:

(i) in relation to a Bid-Offer Pair, there was a Manifest Error on the part of the Lead Party of a BM Unit in the Offer Price and/or the Bid Price associated with a Bid-Offer Pair relating to that BM Unit which has been accepted by the NETSO;

(ii) in relation to an Acceptance and one or more of the Bids or Offers thereby accepted, the acceptance of such Bid(s) or Offer(s) was a Manifest Error on the part of the NETSO;

(b) for the purposes of paragraph (a) an error will be considered manifest only where it is self-evidently an error;

(c) in relation to a claim of Manifest Error:

(i) an "**Error Bid-Offer Pair**" is the Bid-Offer Pair referred to in paragraph (a)(i) or (as the case may be) a Bid-Offer Pair which included one of the accepted Bid(s) or Offer(s) referred to in paragraph (a)(ii);

(ii) the "**relevant**" Acceptance is the Acceptance by which the Error Bid-Offer Pair(s) were accepted, and references to the Bid-Offer Acceptance Time shall be construed accordingly;

(iii) the "**relevant**" Settlement Period is the Settlement Period to which the Error Bid-Offer Pair relates;

(iv) references to the Lead Party are to the Lead Party of the BM Unit for which the Error Bid-Offer Pair(s) were submitted.

7.2 Claiming Manifest Errors

7.2.1 Where a Party considers that it has made a Manifest Error in a Bid-Offer Pair, such Party may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than four hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to the NETSO, identifying the Error Bid-Offer Pair.

7.2.2 Where the NETSO considers that it has made a Manifest Error in an Acceptance, the NETSO may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than four hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to BSCCo, which notice the NETSO shall also copy promptly to the Lead Party, identifying:

(a) each Error Bid-Offer Pair; and

(b) the relevant Acceptance, by specifying:

(i) subject to paragraph (ii), the Bid-Offer Acceptance Number;

(ii) where (at the time at which the NETSO gives such notice) the Bid-Offer Acceptance Number is not available to the NETSO (or no such number has been established), the Acceptance Data specified in paragraphs 5.3.1 (a) and (c).

7.2.3 Where a Party makes a claim of Manifest Error, such Party shall pay a fee to BSCCo the amount of which (for each such claim) shall be five thousand pounds sterling (£5,000), or such other amount as BSCCo~~the Panel~~ may from time to time, after consultation with Parties, determine upon not less than thirty days notice to Parties; which fee shall not be reimbursed in any circumstances.

7.3 Flagging Manifest Errors

7.3.1 Where a Party gives notice of a claim of Manifest Error to the NETSO under paragraph 7.2.1, the NETSO shall within fifteen minutes after receiving such notice forward the notice to BSCCo.

7.3.2 At the same time as giving notice (under paragraph 7.2.2 or 7.3.1) of a claimed Manifest Error, the NETSO shall ensure that a Manifest Error notice is posted on the BMRS, specifying the identity of the BM Unit, the relevant Settlement Period(s) and the Bid Price or Offer Price to which the claimed error relates.

7.4 Determination of Manifest Errors

7.4.1 BSCCo~~The Panel~~ shall consider claims of Manifest Error in accordance with this paragraph 7.4.

7.4.2 For the avoidance of doubt BSCCo~~the Panel~~ may establish or appoint a Code~~Panel~~ Committee to discharge its functions under this paragraph 7; and (notwithstanding Section W2.2) BSCCo~~the Panel~~ may appoint the Trading Disputes Committee, and (if so appointed) that Committee shall have the ability and competence, to do so.

7.4.3 Where a claim of Manifest Error is made:

(a) ~~the Panel Secretary~~BSCCo shall ~~arrange for the claim to be placed on the agenda of a meeting of BSCCothe Panel (consistently with paragraph (c)), and shall~~ request:

(i) the Party claiming the error to provide evidence and information supporting its claim;

(ii) the NETSO or the Lead Party (whichever is not the Party claiming the error) to provide comments in relation to the claim;

(iii) the NETSO to provide such information as BSCCo~~the Panel Secretary~~ considers may be required under paragraph 7.5.2(c);

(b) BSCCo~~the Panel~~ shall determine in its opinion whether there was a Manifest Error and (if so) what adjustments are to be made in accordance with paragraph 7.5;

(c) BSCCo~~the Panel~~ shall wherever practicable consider the claim in time for any such adjustments to be taken into account in the Initial Settlement Run;

(d) if the Lead Party claims a payment under paragraph 7.6.1, BSCCo~~the Panel~~ shall determine in its opinion what is the error compensation amount under paragraph 7.6;

(e) BSCCothe Panel Secretary shall notify itsthe Panel's determinations to the NETSO and all Trading Parties;

(f) BSCCo shall give such instructions to the SAA and FAA as are necessary to give effect to any such adjustments and payments;

(g) the fee under paragraph 7.2.3 shall be invoiced as and included in determining BSCCo Charges for the relevant Party for the next month for which BSCCo Charges are invoiced following the notification of BSCCothe Panel's determination under paragraph (e), and paid accordingly.

7.4.4 The determination of BSCCothe Panel (or any CodePanel Committee established or appointed under paragraph 7.4.2) as to whether there was a Manifest Error, and (if so) what adjustments are to be made under paragraph 7.5 and (if claimed) the amount of the error compensation amount to be paid under paragraph 7.6, shall be final and binding on all Parties.

7.5 Adjustments to Bid or Offer Price

7.5.1 Where BSCCothe Panel determines that there was a Manifest Error, the Bid Price and Offer Price of each Error Bid-Offer Pair shall be adjusted (so that such Bid-Offer Pair shall be treated as if made at the adjusted Bid Price and Offer Price), for all purposes of Settlement, in accordance with paragraph 7.5.2.

7.5.2 For the purposes of paragraph 7.5.1:

(a) BSCCothe Panel shall determine (in its opinion) in consultation with the NETSO:

(i) what other Bid-Offer Pairs (submitted by any Party) were available to, and not already accepted by, the NETSO at the Bid-Offer Acceptance Time;

(ii) which of those other Bid-Offer Pairs would (in the circumstances which gave rise to the NETSO accepting the Error Bid-Offer Pair(s), and having regard to the principles on which the NETSO generally selects Bid-Offer Pairs for acceptance) have been accepted by the NETSO, at the Bid-Offer Acceptance Time, if it had not accepted (by the relevant Acceptance) the Error Bid-Offer Pair;

(iii) the Bid Price or Offer Price of such Bid-Offer Pair (or where it determines that more than one would have been accepted, the average of such prices, weighted according to the quantities (in MWh) of each which would have been accepted)

(and for these purposes it shall be assumed that one or more of the Bid/Offer Pairs referred to in paragraph (a)(i) would have been so accepted);

(b) both the Bid Price and the Offer Price of the Error Bid-Offer Pair shall be adjusted to be equal to the price determined under paragraph (a)(iii);

(c) the NETSO shall provide to BSCCothe Panel all such information as BSCCothe Panel may reasonably require to enable it to determine the matters in paragraph (a).

7.6 Error compensation amount

7.6.1 Where BSCCo~~the Panel~~ determines that there was a Manifest Error, the Lead Party may, within the period of five Business Days commencing on the Business Day after BSCCo~~the Panel~~ determined the adjustment under paragraph 7.5.2, submit to BSCCo a claim for payment of an error compensation amount to be determined in accordance with this paragraph 7.6.

7.6.2 For the purposes of this paragraph 7, in relation to an Acceptance of an Error Bid-Offer Pair:

(a) the "**error compensation amount**" shall be an amount determined as:

$$\max \{(A - B), 0\}$$

where

A is the amount of the Avoidable Party Costs of the Lead Party in relation to the changes in Exports and/or Imports determined by BSCCo~~the Panel~~ under paragraph 7.6.3(a);

B is an amount determined as:

$$(MECQ^{n}_{ij} * P^{n}_{ij});$$

where P^{n}_{ij} is the adjusted Offer Price or Bid Price (being the same price, in accordance with paragraph 7.5.2(b)) of the Error Bid-Offer Pair in accordance with paragraph 7.5.1;

(b) the "**error compensation volume**" ($MECQ^{n}_{ij}$) is the quantity (in MWh) determined by BSCCo~~the Panel~~ under paragraph 7.6.3(b), subject to paragraph (c);

(c) for the purposes of paragraph (b):

(i) $MECQ^{n}_{ij}$ shall be negative where it represents an increase in net Imports or a reduction in net Exports, and otherwise positive;

(ii) the value of $MECQ^{n}_{ij}$ shall not exceed the algebraic sum of the Period Accepted Offer Volume and Period Accepted Bid Volume for all Acceptances relating to the Error Bid-Offer Pair;

(iii) the magnitude of $MECQ^{n}_{ij}$ shall not exceed the magnitude of the amount claimed by the Lead Party under paragraph 7.6.3(a).

7.6.3 Where the Lead Party submits a claim under paragraph 7.6.1, BSCCo~~the Panel~~ shall determine, in its opinion:

(a) what changes in Exports and/or Imports of the BM Unit during the relevant Settlement Period resulted from action taken by the Lead Party for the purposes of complying (in accordance with the Grid Code) with the relevant Acceptance; and

(b) what is the net quantity (in MWh) of such changes in Exports or Imports of the BM Unit for such Settlement Period.

7.6.4 For the purposes of this paragraph 7.6:

(a) the Lead Party shall, at the time at which it submits its claim under paragraph 7.6.1, provide a statement to BSCCo~~the Panel~~ of the changes which the Lead Party considers to be the changes described in paragraph 7.6.3(a), and the quantity which the Lead Party considers to be the net quantity described in paragraph 7.6.3(b), and shall provide such other information as BSCCo~~the Panel~~ may reasonably request for the purposes of determining the matters in paragraphs 7.6.3(a) and (b);

(b) the Lead Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs;

(c) the NETSO and each Distribution Company shall provide such information as BSCCo~~the Panel~~ may reasonably request for the purposes of determining the error compensation volume.

7.6.5 Where the Lead Party has submitted a claim in accordance with paragraph 7.6.1, subject to the provisions of the Code:

(a) the Lead Party shall be entitled to be paid by the BSC Clearer the error compensation amount, together with compound interest calculated by applying the Base Rate on a daily basis on the error compensation amount from the Initial Payment Date for the relevant Settlement Period to (but not including) the date (if later) when such payment is made;

(b) in the case of a Manifest Error (on the part of the NETSO) in an Acceptance, the NETSO shall be liable to pay to the BSC Clearer an amount equal to the amount payable to the Lead Party under paragraph (a);

(c) in the case of a Manifest Error (on the part of the Lead Party) in a Bid/Offer Pair, each Trading Party (including the Lead Party) shall be liable to pay to the BSC Clearer its Party Daily Reallocation Proportion (for the Settlement Day which included the relevant Settlement Period) of the amount payable to the Lead Party under paragraph (a); and

(d) the amounts of the entitlements and liabilities under paragraphs (a) to (c) shall be Ad-hoc Trading Charges for the purposes of Section N6.9.

7.6.6 The Implementation Date for the application of compound interest pursuant to paragraph 7.6.5(a) shall be the Go-live Date.

8. COMPENSATION FOR OUTAGES

8.1 General

8.1.1 For the purposes of this paragraph 8:

(a) an "**outage compensation period**" is:

(i) the period of any Outage, where the NETSO gave notice (pursuant to BC1.4.1(c) or BC2.9.7.2 of the Grid Code) of less than twelve hours of the commencement of such Outage, or gave notice thereof after such commencement; or

(ii) irrespective of the period of notice given of the Outage, the period (if any) of an Outage which falls more than two hours after the commencement of the Outage;

(b) a "**relevant**" Settlement Period is a Settlement Period for which Gate Closure fell within the outage compensation period.

8.1.2 For the avoidance of doubt, this paragraph 8 shall not apply by reason only of any Outage or other withdrawal, failure or breakdown of any system which does not affect the communication of Physical Notifications.

8.1.3 If any dispute arises in connection with this paragraph 8 as to the time of commencement of an Outage, or the period of such an Outage, BSCCo~~the Panel~~ shall determine the matter in dispute after consultation with the NETSO and the Party raising the dispute, and BSCCo~~the Panel~~'s determination shall be final and binding for the purposes of this paragraph 8.

8.2 Claim for compensation following unplanned outage

8.2.1 Subject to the provisions of the Code, following an outage compensation period, a Party which:

(a) is the Lead Party of any BM Unit(s); and

(b) considers:

(i) it suffered (consistent with the matters set out in paragraph 8.2.5) a material loss, which it could not reasonably have avoided, as a result of its inability to submit Physical Notifications during an outage compensation period; or

(ii) where a Metered Volume Reallocation Notification(s) is in force for any BM Unit(s), that collectively it and all Subsidiary Parties in relation to any BM Unit ("**relevant**" Subsidiary Parties for the purposes of this paragraph 8) suffered (consistent with the matters set out in paragraph 8.2.5) a net material loss, which could not reasonably have been avoided, as a result of its inability to submit Physical Notifications during an outage compensation period,

may, within the period of ten Business Days after the end of the compensation outage period, submit to BSCCo a claim for payment of compensation to be determined in accordance with this paragraph 8.2.

8.2.1A The Party shall, at the time at which it submits a claim under paragraph 8.2.1:

(a) provide a statement and explanation of the basis on which it considers that it has or it and all relevant Subsidiary Parties have suffered such a loss as is referred to in paragraph 8.2.1; and

(b) for each Metered Volume Reallocation Notification(s) in force for any relevant BM Unit(s) provide:

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

(ii) for each relevant Settlement Period, the quantity of Active Energy and the percentage (either of which may be zero) of BM Unit Metered Volume allocated to each Subsidiary Energy Account in accordance with Section P3.3.

8.2.2 BSCCo~~The Panel~~ will not consider a claim by a Party for compensation under this paragraph 8.2 unless the Party's submission under paragraph 8.2.1 demonstrates (but without prejudice to what BSCCo~~the Panel~~ determines under paragraph 8.2.4), to the reasonable satisfaction of BSCCo~~the Panel~~, that it and any relevant Subsidiary Party suffered such a loss as is referred to in paragraph 8.2.1(b).

8.2.3 For the purposes of this paragraph 8.2:

(a) the Party shall provide such other information as BSCCothe Panel may reasonably request by way of justification of what is claimed in the Party's statement or otherwise for the purposes of BSCCothe Panel's determination of such matters;

(b) a relevant Subsidiary Party shall provide such other information as BSCCothe Panel may reasonably request by way of justification of what is claimed in the Party's statement or otherwise for the purposes of BSCCothe Panel's determination of such matters;

(c) to the extent required by BSCCothe Panel, the Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs for its BM Units; and

(d) the NETSO and each Distribution Company shall provide such information as BSCCothe Panel may reasonably request for the purposes of determining the matters in paragraph 8.2.

8.2.4 Where BSCCothe Panel determines (in accordance with paragraph 8.2.2) to consider the Party's claim, BSCCothe Panel shall determine, in its opinion, the amount of the loss:

(a) which was suffered by the Party and any relevant Subsidiary Party; and

(b) which the Party and any relevant Subsidiary Party could not reasonably have avoided,

as a result of the Party's inability to submit or resubmit Physical Notifications during the outage compensation period.

8.2.5 In determining the amount (if any) of the loss suffered by a Party and any relevant Subsidiary Party, and whether and the extent to which the Party and any relevant Subsidiary Party could reasonably have avoided such loss, BSCCothe Panel shall have regard to the following:

(a) whether and the extent to which, in the opinion of BSCCothe Panel, the net financial position of the Party together with all relevant Subsidiary Parties, in respect of Trading Charges, was worse than the net financial position of the Party together with all relevant Subsidiary Parties, in respect of Trading Charges and Avoidable Costs, would have been if the Party had been able to submit or resubmit Physical Notifications during the outage compensation period; where Avoidable Costs refers to Avoidable Costs which would have been incurred in respect of changes which would (if the Party had so been able) have occurred in Exports and/or Imports of the BM Units of which the Party is Lead Party; and

(b) whether and the extent to which, in the opinion of BSCCothe Panel, the Party acted reasonably and prudently in making commitments which resulted in notification of Energy Contract Volumes relating to relevant Settlement Periods, and otherwise in its operations under the Grid Code and the Code;

and BSCCothe Panel shall disregard costs and losses (including in respect of amounts payable in respect of such commitments as are referred to in paragraph (b)) other than those referred to in paragraph (a).

8.3 Compensation entitlements

8.3.1 Where a Party has submitted a claim for compensation in accordance with paragraph 8.2:

(a) that Party and any relevant Subsidiary Party shall be informed of BSCCo~~the Panel~~'s determination under paragraph 8.2.4;

(b) that Party shall be entitled to be paid by the BSC Clearer the amount (if any) determined in accordance with paragraph 8.2.4, together with compound interest calculated at the Base Rate on such amount on a daily basis from the Initial Payment Date for the Settlement Period in which the outage compensation period ended to (but not including) the date (if later) when such payment is made;

(c) the NETSO shall be liable to pay to the BSC Clearer an amount equal to the amount payable under paragraph (a);

(d) such entitlements and liabilities shall be Ad-hoc Trading Charges for the purposes of Section N6.9; and

(e) BSCCo shall give such instructions to the FAA as are necessary to give effect to the payment of such Ad-hoc Trading Charges.

8.3.2 The Implementation Date for the application of compound interest pursuant to paragraph 8.3.1(b) shall be the Go-live Date.

9. NOT USED

10. NOT USED

11. SUBMISSION OF INSIDE INFORMATION DATA

11.1 Application

11.1.1 For the purposes of the Code, references in this paragraph 11 to a Party shall be construed as a reference to a Party which is a Market Participant in the Wholesale Energy Market in possession of Inside Information Data.

11.2 Inside Information Data

11.2.1 A Party may submit Inside Information Data to the BMRA via the BSC Website in accordance with Section O2.2.3.

11.2.2 Inside Information Data shall be submitted by an authorised person previously approved or a delegate otherwise approved in accordance with BSCP38.

11.2.3 Not used.

11.2.4 Without prejudice to the generality of Section V1.1.4, each Party acknowledges and agrees that no Party shall have any claim or entitlement against BSCCo (including its agents), BSC Agents, the NETSO or any other Party in respect of the availability, non-availability, accuracy, inaccuracy, completeness or incompleteness of the Inside Information Data published on the BMRS from time to time and nothing in the Code shall operate to relieve a Party, where applicable, from its obligations and responsibilities pursuant to REMIT.

11.3 Submission of Data by BSCCo

11.3.1 BSCCo shall send to the BMRA all Inside Information Data that it receives from time to time from a Market Participant, as soon as reasonably practicable after receipt taking into account any technical constraints.

11.4 Submission of Data by Non-Parties

11.4.1 BSCCo shall ensure that any non-Party wishing to submit Inside Information Data to the BMRS:

(a) undergoes a relevant authorisation process; and

(b) complies with the requirements set out in this Section Q.

AMENDMENT RECORD – SECTION Q

Section Q	Version 47.0	Effective Date: 26 June 2025

Modification Proposal	**Decision Date**	**Implementation Date**	**Version**
P480	14/11/24	26/06/25	47.0
P463	08/08/24	07/11/24	46.0
ORD009	13/09/24	01/10/24	45.0
P450	12/01/23	23/02/23	44.0
P448	25/11/22	07/12/22	43.0
P433 Self Governance	13/01/22	30/06/22	42.0
P375	24/02/21	30/06/22	42.0
P421	11/03/22	18/03/22	41.0
P399	18/05/21	04/11/21	40.0
P408 Self Governance	29/01/21	18/03/21	39.0
P371	16/12/19	25/06/20	38.0
P403 Self-Governance	09/04/20	28/05/20	37.0
P388 Self Governance	08/08/19	01.04/20	36.0
P354	18/06/18	01/04/20	36.0
P394 Self Governance	12/12/20	27/02/20	35.0

Modification Proposal	Decision Date	Implementation Date	Version
P384 Self Governance	09/05/19	18/12/19	34.0
P386 Self Governance	13/06/19	07/11/19	33.0
P380 Self Governance	14/03/19	27/06/19	32.0
P367 Self-Governance	14/06/18	27/06/19	32.0
P369	24/09/18	29/03/19	31.0
P344	24/08/18	28/02/19	30.0
P373 *(Nullification of P297)*	22/02/19	28/02/19	30.0
P297*(Nullified by P373)*	28/04/14	28/02/19	30.0
P335	19/09/16	02/11/17	29.0
P336 Self Governance	14/04/16	02/11/17	29.0
P329 Alternative	19/04/16	29/06/17	28.0
P333	02/08/16	03/11/16	27.0
P340	09/06/16	07/07/16	26.0
P323	08/10/15	05/11/15	25.0
P327 Fast Track Self Governance	10/09/15	05/11/15	25.0
P305	02/04/15	05/11/15	25.0
P311	14/08/14	31/12/14	24.0
P291	16/08/13	31/12/14	24.0
P295	22/01/14	16/12/14	23.0
P244	20/01/10	04/11/10	22.0
P243	20/01/10	04/11/10	22.0
P248	05/02/10	12/02/10	21.0
P239	25/06/09	05/11/09	20.0
P232	25/06/09	05/11/09	20.0
P217	16/10/08	05/11/09	20.0
P236	16/09/09	23/09/09	19.0
P226	27/02/09	25/06/09	18.0
P215	23/04/08	25/06/09	18.0

Modification Proposal	Decision Date	Implementation Date	Version
P220	02/04/08	06/11/08	17.0
P219	02/04/08	06/11/08	17.0
P208	16/01/07	22/02/07	16.0
P177	10/06/05	15/07/05	15.0
P172	29/04/05	09/05/05	14.0
P179	09/02/05	23/02/05	13.0
P140	29/06/04	23/02/05	13.0
ORD001	BETTA	01/09/04	12.0
P89	01/05/03	23/05/03	11.0
P78	09/09/02	11/03/03	10.0
P71	22/11/02	11/03/03	10.0
P101	02/01/03	23/01/03	9.0
P73	15/10/02	05/11/02	8.0
P86	23/09/02	30/09/02	7.0
P33	07/12/01	30/09/02	7.0
P46	14/05/02	22/05/02	6.0
P48	27/03/02	02/04/02	5.0
P22	07/12/01	01/04/02	4.0
P45	22/03/02	27/03/02	3.0
P8	24/09/01	25/09/01	2.0