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SECTION W: TRADING DISPUTES

1. GENERAL

1.1 Introduction

1.1.1 This Section W sets out:

(a) arrangements for the resolution of Trading Disputes under the Code;

(b) arrangements for the establishment and operation of the Trading Disputes Committee;

(c) the actions to be taken under the Code upon resolution of a Trading Dispute; and

(d) the effect of resolution of a Trading Dispute.

1.2 Resolution of Trading Disputes

1.2.1 Subject to paragraphs 1.2.3 and 1.2.4, and save where expressly provided to the contrary under the Code, and subject to any contrary provision of the Act, any Licence, any EMR Legal Requirement or the rights, powers and duties of the Authority or the Secretary of State under the Act or any Licence, each Party hereby agrees that:

(a) all Trading Disputes shall be raised, dealt with and (subject only to paragraph 3.6) decided in accordance with this Section W;

(b) no Party may refer a Trading Dispute to arbitration in accordance with Section H7 unless the Trading Dispute has first been so raised, dealt with and decided in accordance with the provisions of this Section W.

1.2.2 Each Party hereby waives to the fullest extent possible any rights, remedies or procedures which it may have or which may be available to it for the resolution of a Trading Dispute other than as provided in paragraph 1.2.1.

1.2.3 ~~The Panel~~BSCCo may, on the application of the Trading Disputes Committee or (provided such application is made reasonably promptly after the relevant query, dispute or difference arose) of a Party, determine in relation to a particular query, dispute or difference which amounts to a Trading Dispute:

(a) that there are also disputed matters, connected to such query, dispute or difference, which are outside the defined scope (in paragraph 1.3) of a Trading Dispute, and

(b) as a result, that paragraph 1.2.1 shall not apply in relation to such query, dispute or difference (or, where it is practicable to do so, that the procedures provided for in this Section W shall be varied so as to be co-ordinated with the procedures for resolving such other dispute);

and where ~~the Panel~~BSCCo so determines, paragraph 1.2.1 shall not apply in relation to the Trading Dispute or the procedures in this Section W shall be varied in relation thereto as determined by ~~the Panel~~BSCCo, having first undertaken a SAF Consultation.

1.2.4 In a case in which a Party wishes to make a Third Party Claim (as defined in Section H7.2.3, and including a case within Section H7.2.2) and the Third Party Claim amounts to a Trading Dispute, then Section H7.2.1 shall apply and paragraph 1.2.1(a) shall not apply in relation to such Trading Dispute, unless the Trading Dispute has been raised and considered at a

meeting of the Trading Disputes Committee before the legal proceedings (referred to in Section H7.2.1) have been commenced.

1.2.5 No Trading Dispute may be raised in respect of an affected Settlement Period after the "**Dispute Deadline**" as defined in paragraph 3.2; and accordingly a Party may not after such deadline refer to arbitration any matter relating to an affected Settlement Period which would constitute a Trading Dispute (except pursuant to paragraph 3.6 where such matter has been raised as a Trading Dispute before such deadline); and each Party hereby agrees to waive any right, claim or remedy it may have, whatsoever and howsoever arising, in respect of matters which, but for this paragraph 1.2.5, would constitute a Trading Dispute in respect of such affected Settlement Period.

1.2.6 The Dispute Deadline shall not, in any event, be later than:

(a) subject to paragraphs (b) and (c), the day which is twenty months after the Settlement Day in which the affected Settlement Period occurred; or

(b) if later where the alleged Settlement Error is an error in a Post-Final Settlement Run, either:

(i) where the Trading Disputes Committee or ~~the Panel~~BSCCo determine that there are exceptional circumstances, the date two months after the date of the Post-Final Settlement Run in which the Settlement Error first occurred; or

(ii) otherwise, the date one month after the date of the Post-Final Settlement Run in which the Settlement Error first occurred; or

(c) if later where the alleged Settlement Error is an error in an Extra-Settlement Determination the date one month after the date of the Post-Final Settlement Run or Extra-Settlement Determination in which the Settlement Error first occurred.

1.3 Trading Disputes

1.3.1 For the purposes of the Code:

(a) subject to paragraph 1.3.2, a "**Trading Dispute**" is any query, difference or dispute of whatsoever nature and howsoever arising under the Code as to:

(i) the existence, nature or effect of errors in:

(1) the data and/or processes used for the purposes of Settlement (including data required under the Retail Energy Code which has, or potentially has, an impact on Settlement); or

(2) the application of the rules for Settlement (whether generally or in relation to a particular Party or class of Parties),

to the extent such errors affect or may affect the allocation and/or determination of Trading Charges or the determination and settlement of amounts payable pursuant to Section N by reference to Trading Charges;

(ii) the existence, nature or effect of errors in the data and/or processes used for the purposes of, or in the application (whether generally or

in relation to a particular Party or class of Parties) of the rules as to whether and when a Trading Party is in Credit Default under, Section M;

(b) a Trading Dispute or Settlement Error may, without prejudice to paragraph 3.2.2, refer to one or more Settlement Period(s) and to Settlement Period(s) in one or more Settlement Day(s); and

(c) an "**affected Settlement Period**" in relation to a Trading Dispute shall mean a Settlement Period in respect of which a Settlement Error has, or is alleged to have, occurred.

1.3.2 For the purposes of paragraph 1.3.1(a):

(a) references to errors in data and/or processes or in the application of rules are to such errors or omissions as a result of which the data produced from Settlement are not those which would have been produced had the provisions of the Code (including the provisions referred to in Section G, where applicable) been followed;

(b) data includes registration or standing data and errors in data include questions as to the validity and effectiveness of registrations;

(c) a Trading Dispute shall not include:

(i) any query, difference or dispute as to whether or to what extent a Party is "responsible" for Exports or Imports for the purposes of Section K;

(ii) (as provided in, and subject to, paragraph 1.7) any dispute as to the identity at any time of the Registrant in CSS of a SVA Metering System;

(iii) disputes as to the charges payable by Suppliers pursuant to Annex S-1; and

(iv) disputes relating to the underlying input data items used by a Market Index Data Provider in the determination of its Market Index Data and/or to their inclusion or otherwise for these purposes (as opposed to queries by or between Parties in relation to Settlement as to whether the Market Index Definition Statement has been followed).

1.3.3 For the avoidance of doubt, a Trading Dispute may affect one or more Parties under the Code.

1.3.4 ~~The Panel~~BSCCo shall determine any question or disagreement as to whether or not a query, difference or dispute is a Trading Dispute for the purposes of the Code, and the decision of ~~the Panel~~BSCCo shall be binding on each Party and the Trading Disputes Committee; and for the purposes hereof:

(a) any Party or the Trading Disputes Committee may refer a question as to whether or not a query, difference or dispute is a Trading Dispute for determination by ~~the Panel~~BSCCo in accordance with this paragraph 1.3.4; provided that no such reference may be made more than seven Business Days after a Party has given notice to BSCCo that the query, difference or dispute has been referred to arbitration under Section H7;

(b) where such a question is referred to ~~the Panel~~BSCCo, any relevant arbitration proceedings or proceedings of the Trading Disputes Committee shall be suspended pending determination of the question by ~~the Panel~~BSCCo.

1.3.5 Where BSCCo is required to make a determination under paragraph 1.3.4 in relation to a matter previously considered by the Trading Disputes Committee, BSCCo shall provide for that such determination to be made by a person of Significant Managerial Responsibility or Influence in BSCCo who was not involved in the Trading Disputes Committee's consideration of the relevant Trading Dispute.

1.4 Duties of BSC Agents

1.4.1 Section U sets out the circumstances in which a BSC Agent may correct a Settlement Error without the application of the procedures in this Section W relating to Trading Disputes.

1.4.2 Except as is referred to in paragraph 1.4.1, each BSC Agent shall notify BSCCo promptly if it becomes aware of any matter which would or might reasonably be expected to give rise to a Trading Dispute.

1.4.3 For the avoidance of doubt, the provisions of this Section W in relation to the resolution of Trading Disputes and the rectification (or otherwise) of Settlement Errors following such resolution are without prejudice to the rights and obligations of BSCCo and BSC Agents under the BSC Agent Contracts.

1.5 Duties of BSCCo

1.5.1 If BSCCo is informed by a BSC Agent pursuant to paragraph 1.4.2 or otherwise becomes aware of any matters which would or might reasonably be expected to give rise to a Trading Dispute, it shall:

(a) notify each affected Trading Party and the NETSO; and

(b) raise a Trading Dispute in respect thereof in accordance with paragraph 3.2.

1.5.2 For the avoidance of doubt, the requirements of paragraph 1.5.1 shall not apply:

(a) in relation to a Settlement Error in respect of which a relevant Trading Dispute has already been raised; or

(b) in relation to an affected Settlement Period, after the Dispute Deadline pursuant to paragraph 3.2.2(a).

1.5.3 Where BSCCo becomes aware of any matters which would or might reasonably be expected to give rise to a Trading Dispute under paragraph 1.5.1 then it shall also notify a CfD Counterparty and the CM Settlement Body and include in that notice:

(a) the MSID(s) (if known) relating to the applicable SVA Metering System(s) or CVA Metering System(s) impacted by that matter; and

(b) the nature of the error.

1.6 Duties of Parties

1.6.1 Each Party shall:

(a) provide, and shall procure that any Party Agent appointed by it shall provide, to BSCCo or the Disputes Secretary, in accordance with the relevant BSC

Procedure(s), such data, reports and other information as may reasonably be required:

(i) by BSCCo, to enable it to assess any Trading Dispute referred to it; or

(ii) by the Trading Disputes Committee, for the purposes of fulfilling its functions set out in this Section W; and

(b) otherwise co-operate (and shall procure that its Party Agents co-operate) with BSCCo, the Disputes Secretary, the Disputes Trading Committee and relevant BSC Agent with a view to the resolution of any Trading Dispute as quickly, efficiently and accurately as reasonably possible.

1.6.2 A Party shall be entitled to withhold documentation requested from it or its Party Agent in accordance with the provisions of Section H4.10.1.

1.6.3 Each Party (including for the avoidance of doubt the NETSO in relation to matters subject to Section Q) shall take, and shall procure that its Party Agents take, such steps as are necessary or requisite to correct or give effect to the correction (in any Settlement Run or otherwise) of a Settlement Error:

(a) in accordance with the instructions of BSCCo (in accordance with paragraph 3.2.7(d)) in relation to a Trading Dispute; or

(b) in accordance with any decision of the Trading Disputes Committee or the Panel pursuant to paragraph 3 or 4 in relation to a Trading Dispute.

1.7 Retail Energy Code

1.7.1 The Parties acknowledge and agree that:

(a) subject to paragraph 1.7.1(b), the information (as to the Registrants of SVA Metering Systems) from time to time contained in CSS and SMRS and provided by the SMRA (pursuant to Section S) for Supplier Volume Allocation shall, for all purposes of the Code, be binding on Parties and shall be deemed to be correct; and

(b) the provisions of paragraph 1.7.1(a) shall not apply to the extent only that the information from time to time contained in SMRS and provided by the SMRA does not accord with the equivalent information contained in CSS. For the avoidance of doubt, information from time to time contained in CSS shall, for all purposes of the Code, be binding on Parties and shall be deemed to be correct.

1.7.2 Except to the extent that the information contained in SMRS does not accord with the equivalent information contained in CSS (in accordance with paragraph 1.7.1(b)), no Trading Dispute may be raised in relation to a question as to whether a Party is wrongly recorded in SMRS as the Registrant of a SVA Metering System.

2. THE TRADING DISPUTES COMMITTEE

2.1 Establishment

2.1.1 The ~~Panel shall establish a~~ Trading Disputes Committee has been established as a Code Committee in accordance with [Section C] and the provisions of this paragraph 2.

2.1.2 The Trading Disputes Committee shall be a ~~Panel~~ Code Committee for the purposes of ~~Section B~~Section C, provided that, in the event of any conflict or inconsistency between the provisions of this Section W and the provisions of ~~Section B~~Section C, the provisions of this Section W shall prevail.

2.2 Functions and powers

2.2.1 The principal functions and powers of the Trading Disputes Committee are to:

(a) investigate and resolve all Trading Disputes in accordance with the provisions of this Section W and consistently with the provisions of the Code;

(b) monitor the operation of and recommend modifications to the BSC Procedures which support the procedures for resolving Trading Disputes;

(c) submit recommendations to ~~the Panel~~BSCCo for modification of the Code and/or any Code Subsidiary Documents arising out of the activities of the Trading Disputes Committee under this Section W.

2.2.2 The Trading Disputes Committee shall have no ability to determine any matter and no competence to discharge any function or to exercise any power, other than as expressly provided in or assigned to it by ~~the Panel~~BSCCo pursuant to this Section W.

2.2.3 ~~The Panel~~BSCCo shall not delegate any powers, functions and responsibilities of ~~the Panel~~BSCCo to the Trading Disputes Committee under the Code not relating to the resolution of Trading Disputes (but without prejudice to the powers, functions and responsibilities expressly assigned to the Trading Disputes Committee under this Section W).

2.3 Constitution

2.3.1 The Trading Disputes Committee shall be composed (as ~~the Panel~~BSCCo shall decide) of not less than 6 and not more than 12 members (each a "**TDC Member**"), having such experience and expertise in the electricity industry as ~~the Panel~~BSCCo decides is appropriate.

2.3.2 Each TDC Member shall act independently of the interests of their employer and of any person or class of persons and, in exercising their functions under this Section W, shall not be bound by or follow the instructions of any person save as set out expressly herein.

2.4 Terms of Reference

2.4.1 ~~The Panel~~BSCCo shall determine terms of reference ("**TDC Terms of Reference**") for the Trading Disputes Committee, which shall address at least the following matters:

(a) rules and requirements (as to all of the matters, mutatis mutandis and so far as applicable, provided for in Annex C-4 ~~relation to the Panel in Section B4~~) as to the proceedings and conduct of the business of the Trading Disputes Committee, but without prejudice to Annex C-4 paragraph 1.4.2 ~~Section B5.4.2~~;

(b) the restrictions which ~~the Panel~~BSCCo considers appropriate (having regard to the Code Manager Objectives and C3.7.4~~Sections B1.2.3 and B3.3.2~~) on the disclosure of data by the Trading Disputes Committee (including in particular requirements for a TDC Member not to disclose to their employer information obtained as a TDC Member);

(c) the identification and declaration of, and steps to be taken in the case of, any conflict of interest of a TDC Member in relation to a Trading Dispute;

(d) circumstances in which other individuals may be or should be invited to attend meetings of the Trading Disputes Committee, and any requirements that individuals so invited should sign undertakings of confidentiality;

(e) the functions of the TDC Chair;

(f) the maintenance and availability to Parties of a register of decisions of the Trading Disputes Committee and the extent to which the Trading Disputes Committee is to have regard to such previous decisions in deciding any Trading Dispute;

(g) requirements (as ~~the Panel~~BSCCo considers appropriate) for the TDC Chair and TDC Members to confirm or acknowledge in writing that they will act in accordance with this Section W and the TDC Terms of Reference.

2.4.2 The TDC Terms of Reference may be contained in whole or part in relevant BSC Procedure(s), and a reference in this Section W to the TDC Terms of Reference shall include relevant BSC Procedure(s) and vice versa.

2.5 Chair

~~2.5.1 The Panel shall from time to time appoint an individual to act as the independent chair of the Trading Disputes Committee (the "**TDC Chair**"), and may remove and replace such individual so appointed from time to time.~~

2.5.~~2~~1 The TDC Chair shall have such functions (in addition to chairing meetings of the Trading Disputes Committee at which they are present) in connection with the conduct of the business of the Trading Disputes Committee as ~~the Panel~~BSCCo shall assign to them.

2.5.~~3~~2 The TDC Chair shall not be a member of the Trading Disputes Committee and shall not have a vote at meetings of the Trading Disputes Committee.

2.6 Disputes Secretary

2.6.1 The Trading Disputes Committee shall have a secretary (the "**Disputes Secretary**") being a person appointed to such office by BSCCo from time to time.

2.6.2 BSCCo may remove and replace the person appointed as the Disputes Secretary from time to time.

2.6.3 The Disputes Secretary shall not be a member of the Trading Disputes Committee and shall not have a vote at meetings of the Trading Disputes Committee.

2.7 Non-Member Representatives

2.7.1 The following persons may attend any meeting of the Trading Disputes Committee and shall be entitled to receive all notices and documentation relating to such meetings:

(a) a representative of the BSC Auditor appointed from time to time by the BSC Auditor and notified to the Disputes Secretary; and

(b) a representative of the Authority appointed from time to time by the Authority and notified to the Disputes Secretary.

2.7.2 Each person so appointed shall be entitled to attend and speak at any such meeting, but shall have no voting rights and shall not be a member of the Trading Disputes Committee.

2.8 Additional Attendees

2.8.1 Subject to the TDC Terms of Reference, the TDC Chair may (and if such terms so require shall) invite any individual to attend a meeting of the Trading Disputes Committee in order to speak to particular items on the agenda.

2.8.2 Any such individual shall be entitled to attend and speak to such particular items at the relevant meeting but shall have no vote and shall not be a member of the Trading Disputes Committee.

2.8.3 Save where the TDC Chair invites a Party to attend a meeting of the Trading Disputes Committee, a Party shall have no right to attend any meeting of the Trading Disputes Committee.

2.9 Meetings of the Trading Disputes Committee

2.9.1 Meetings of the Trading Disputes Committee shall be convened and its business conducted in accordance with the TDC Terms of Reference.

2.9.2 Unless otherwise provided in (and subject to requirements as to quorum in) the TDC Terms of Reference, any resolution at a meeting of the Trading Disputes Committee shall be determined by a simple majority of the TDC Members present and voting.

2.9.3 The Disputes Secretary shall ensure that minutes of the meetings of the Trading Disputes Committee (including determinations and the failure to make a determination in relation to a Trading Dispute) are taken and circulated to TDC Members, the BSC Auditor and the Authority, in accordance with the TDC Terms of Reference; provided that the discussion in respect of individual Trading Disputes shall not be minuted.

2.10 Postponing meetings and deferring decisions

2.10.1 The TDC Chair may postpone a meeting of the Trading Disputes Committee and/or defer a decision on any Trading Dispute except in the following cases:

(a) the circumstances giving rise to the Dispute are likely to recur until a decision is reached by the Trading Disputes Committee; and/or

(b) the next Reconciliation Settlement Run in respect of an affected Settlement Day is the Final Reconciliation Settlement Run.

2.11 BSCCo and BSC Agents

2.11.1 BSCCo shall provide the Trading Disputes Committee with such support and facilities as the Trading Disputes Committee may reasonably require for the proper exercise of its functions pursuant to this Section W.

2.11.2 Each BSC Agent shall co-operate with and assist in the resolution of Trading Disputes pursuant to this Section W, as requested by BSCCo from time to time.

3. THE TRADING DISPUTES PROCESS

3.1 Introduction

3.1.1 For the purposes of this Section W:

(a) in relation to a Trading Dispute:

(i) references to the relevant BSC Procedure(s) are to BSCP11;

(ii) references to the next Settlement Run are (unless the context otherwise requires) to the Initial Settlement Run or next following Timetabled Reconciliation Settlement Run (as the case may be) scheduled to take place after resolution of the Trading Dispute in respect of the Settlement Day(s) to which such Dispute relates;

(b) references to Settlement Runs shall be taken to include Volume Allocation Runs;

(c) references to the materiality of a Trading Dispute shall be determined in accordance with the relevant BSC Procedure(s);

(d) references to "**affected**" Parties in relation to a Trading Dispute are to such Party or Parties as the Trading Disputes Committee (or before the Committee has considered the matter, BSCCo or the Disputes Secretary) considers from time to time to be particularly affected by the Dispute;

(e) references to an "SVA Half Hourly Dispute" shall mean a Trading Dispute raised in respect of those matters which have been taken into account for the purposes of Settlement in respect of those SVA Metering Systems which are associated with Measurement Classes C and D for non-MHHS metering systems and all Market-wide Half Hourly Metering Systems;

(f) references to an "SVA Non Half Hourly Dispute" shall mean a Trading Dispute raised in respect of those matters which have been taken into account for the purposes of Settlement in respect of those SVA Metering Systems which are associated with Measurement Classes A, B, E, F and G.

3.1.2 The Trading Disputes Committee and (where paragraph 3.5 applies) ~~the Panel~~BSCCo shall not act as an expert or an arbitrator and the Arbitration Act 1996 shall not apply to the resolution of any Trading Dispute by the Trading Disputes Committee or ~~the Panel~~BSCCo under this Section W.

3.1.3 The Trading Disputes Committee (and ~~the Panel~~BSCCo where applicable) shall not consider and determine matters relating to a Trading Dispute pursuant to paragraphs 3.4 and 3.5 unless the relevant Trading Dispute has been validly raised by BSCCo or a Party in accordance with paragraph 1.5.1 or 3.2.1 respectively.

3.2 Raising a Trading Dispute

3.2.1 A Party may raise a Trading Dispute in respect of an affected Settlement Period by giving notice of such Trading Dispute, in accordance with the provisions of BSCP11, to the Disputes Secretary no later than the Dispute Deadline.

3.2.2 Subject to paragraph 1.2.6, with respect to a Trading Dispute, the Dispute Deadline in relation to an affected Settlement Period is:

(a) subject to paragraphs (b) and (c), the twentieth Business Day following the day on which the relevant Settlement Run was carried out; or

(b) where the Trading Dispute is:

(i) an SVA Dispute;

(ii) a Trading Dispute concerning data relating to profile coefficient; or

(iii) a Trading Dispute relating to Market Domain data; or

(iv) a Trading Dispute relating to Industry Standing Data,

the applicable deadline specified in BSCP11 in relation to Trading Disputes of such kind.

~~(c)~~

3.2.3 For the purposes of paragraph 3.2.2, the "**relevant Settlement Run**" is the Initial Settlement Run or Timetabled Reconciliation Settlement Run in which the Settlement Error first occurred in respect of the affected Settlement Period.

3.2.4 If, in relation to a particular Trading Dispute and an affected Settlement Period, the Trading Disputes Committee (or the Panel, pursuant to paragraph 3.5.5) in its sole discretion determines that there are exceptional circumstances as a result of which the requirement pursuant to paragraph 1.2.5 to raise the Trading Dispute with respect to that affected Settlement Period by the Dispute Deadline should not apply, it may waive such requirement provided that such requirement may not be waived so as to allow a Trading Dispute to be raised after the relevant date in paragraph 1.2.6.

3.2.5 Each Trading Dispute shall be treated in accordance with the relevant BSC Procedure(s).

3.2.6 A Party who has raised a Trading Dispute shall complete and comply with the process for dispute resolution in accordance with BSCP11.

3.2.7 Following the treatment of a Trading Dispute raised by a Party under paragraph 3.2.1:

(a) if:

(i) BSCCo is not satisfied that:

(1) the Trading Dispute was raised, as to some or all affected Settlement Periods within the applicable Dispute Deadline; and

(2) a Settlement Error exists; and

(3) the materiality of the Trading Dispute is at least equal to the materiality threshold specified in BSCP11, but

(ii) by the time specified in BSCP11, no affected Party has notified BSCCo that it objects to the Trading Dispute proceeding no further

then, subject to paragraph 3.2.8 and paragraph 3.3.1(e), BSCCo shall give notice to that effect to all affected Parties, whereupon the Trading Dispute shall lapse

in relation to those affected Settlement Periods for which BSCCo is not satisfied as to any of the matters referred to in paragraph (a)(i);

(b) if BSCCo is satisfied that:

(i) the Trading Dispute was raised as to some or all affected Settlement Periods within the applicable Dispute Deadline; and

(ii) a Settlement Error exists; and

(iii) the materiality of the Trading Dispute is at least equal to the materiality threshold specified in BSCP11,

then the Trading Dispute in relation to those affected Settlement Periods for which BSCCo is satisfied as to the matters referred to in paragraph (b)(i), (ii) and (iii) shall be referred to the Trading Dispute Committee in accordance with paragraph 3.3.1.

3.2.8 BSCCo shall as soon as reasonably practicable publish details of all Trading Disputes which have lapsed pursuant to paragraph 3.2.7(a) on the BSC Website.

3.3 Trading Dispute referral to the Trading Disputes Committee

3.3.1 A Trading Dispute shall be referred to the Trading Disputes Committee:

(a) where BSCCo raised the Trading Dispute pursuant to paragraph 1.5.1;

(b) where BSCCo is unable to reach a determination on any of the matters in paragraph 3.2.7(a) or paragraph 3.2.7(b);

(c) where (in a case within paragraph 3.2.7(a))any affected Party notified (by the time therein referred to) its objection to the Trading Dispute proceeding no further;

(d) where (pursuant to paragraph 3.2.7(b)), BSCCo is satisfied as to the matters in paragraph 3.2.7(b)(i), (ii) and (iii); and

(e) where no later than fourteen days after details of a lapsed Trading Dispute are published pursuant to paragraph 3.2.8 any Party notifies the Disputes Secretary that it considers that it was an affected Party in respect of such Trading Dispute but did not receive notification pursuant to paragraph 3.2.7(a), provided that such Trading Dispute shall not be treated as having lapsed pursuant to paragraph 3.2.7(a).

3.3.1A BSCCo shall prepare a report of its findings pursuant to paragraph 3.2.7(b) (and where appropriate pursuant to paragraph 3.2.7(a)) and submit such report to the Trading Disputes Committee at its next meeting.

3.3.2 If the Trading Disputes Committee resolves that a Trading Dispute, raised by a Party under paragraph 3.2.1, is of a vexatious or frivolous nature, the Trading Disputes Committee may (subject to and in accordance with the relevant BSC Procedure(s)) require such Party to pay to BSCCo an amount (as from time to time approved by ~~the Panel~~BSCCo) towards the cost of administration of any such Trading Dispute, and such Party shall pay such amount.

3.3.3 Where a Trading Dispute is referred to the Trading Disputes Committee under paragraph 3.3.1, the Disputes Secretary shall:

(a) send a copy of a notice to each affected Party and each relevant BSC Agent;

(b) subject to and in accordance with the relevant BSC Procedure(s):

(i) take steps to obtain information and representations and any necessary clarifications from affected Parties, and to obtain the assistance of and any necessary information from each relevant BSC Agent, in relation to the Trading Dispute;

(ii) collate all relevant information, documentation and reports in respect of the Trading Dispute including the report prepared by BSCCo pursuant to paragraph 3.3.1(A); and

(iii) include the Trading Dispute on the agenda for the next meeting (or next practicable meeting, allowing for completion of the matters in paragraphs (i) and (ii)) of the Trading Disputes Committee.

3.4 Consideration and Determination by the Trading Disputes Committee

3.4.1 In considering a Trading Dispute, the Trading Disputes Committee may (subject to and in accordance with the relevant BSC Procedure(s)):

(a) make such enquiries as it sees fit;

(b) request BSCCo to procure such additional information or data as it reasonably requires to enable it to determine the Trading Dispute; and/or

(c) amend the last occurring affected Settlement Period (if any) relating to a Trading Dispute notified by a Party in accordance with paragraph 3.2.1 to a later affected Settlement Period when the Trading Disputes Committee considers that the Settlement Error in respect of such Trading Dispute last occurred.

3.4.2 The Trading Disputes Committee may decide, subject to paragraph 2.10 and the relevant BSC Procedure(s), to defer a decision in respect of a Trading Dispute to enable further information to be provided.

3.4.3 In relation to each Trading Dispute, having considered all relevant material available to them and any representations made (and evidence submitted) in accordance with this Section W or where relevant the provisions of BSCP11, the Trading Disputes Committee shall:

(a) determine, in relation to each affected Settlement Period, whether the relevant Trading Dispute was raised by the Dispute Deadline or, if applicable, it should exercise its discretion under paragraph 3.2.4; and

(b) in relation to those affected Settlement Periods (if any) for which it determined that the Trading Dispute was raised by the Dispute Deadline, or exercised its discretion under paragraph 3.2.4, determine:

(i) whether there was a Settlement Error; and

(ii) if so, what changes in data, processes or the application of rules (as referred to in paragraph 1.3.1(a)) are appropriate to correct the Settlement Error; and

(iii) (to the extent to which the Trading Disputes Committee can determine such matters) the materiality of the error.

3.4A Determinations of Trading Disputes Committee

3.4A.1 The Disputes Secretary shall, promptly following

(a) the making of a determination by the Trading Disputes Committee in respect of Trading Dispute in accordance with paragraph 3.4.3; or

(b) the making of a determination by the Trading Disputes Committee in accordance with paragraph 4.1.1.

notify each Party, each relevant BSC Agent and the BSC Auditor of the determination made (and the reasons given by the Trading Disputes Committee), or where the Trading Disputes Committee failed to reach a majority decision in relation to the Trading Dispute, of that fact.

3.4A.2 Any determination of the Trading Disputes Committee pursuant to paragraph 3.4.3 shall be final and binding on all Parties, and each Party shall comply with such determination, until and unless such determination is referred under paragraph 3.5 or 3.6.

3.4A.3 Any determination of the Trading Disputes Committee pursuant to paragraph 4.1.1 shall be final and binding on all Parties and each Party shall comply with such determination until and unless such determination is referred under paragraph 3.5.

3.5 References to ~~the Panel~~BSCCo

3.5.1 Subject to paragraphs 3.5.2 and 3.5.3 where:

(a) a Party disagrees with the determination of the Trading Disputes Committee pursuant to paragraph 3.4.3; or

(b) the Trading Disputes Committee has sought but failed to reach a majority decision in respect of a Trading Dispute; or

(c) a Party disagrees with the determination of the Trading Disputes Committee pursuant to paragraph 4.1.1,

the Party or (as the case may be) the Trading Disputes Committee may (and in a case where the TDC Terms of Reference so require, the Trading Disputes Committee shall) refer the matter to ~~the Panel~~BSCCo for determination.

3.5.2 A reference by a Party to ~~the Panel~~BSCCo under paragraph 3.5.1 shall be made no later than thirty days after the notification given by the Disputes Secretary under paragraph 3.4A.1, failing which:

(a) the decision of the Trading Disputes Committee shall remain final and binding on all Parties, or

(b) where the Trading Disputes Committee failed to reach a decision, no further step or action may be taken by any Party in relation to the Trading Dispute.

3.5.3 In a case within paragraph 3.5.1(a) or (b):

(a) the Trading Disputes Committee, with the approval of all affected Parties,

(b) ~~the Panel~~BSCCo (of its own initiative or on the application of any Party)

may decide that the matter shall not be referred to ~~the Panel~~BSCCo, in which case the Disputes Secretary ~~or Panel Secretary (as the case may be)~~ shall notify such decision to each Party; each relevant BSC Agent and the BSC Auditor, and paragraph 3.6.1 shall apply.

3.5.4 ~~The Panel~~BSCCo shall adopt such procedures as it sees fit (having regard generally to the procedures for the Trading Disputes Committee under this Section W) for the purposes of determining any Trading Dispute referred to it pursuant to paragraph 3.5.1; and ~~the Panel Secretary~~BSCCo shall notify ~~the~~ its decision ~~of the Panel~~ in respect of such Trading Dispute to each Party; each relevant BSC Agent and the BSC Auditor.

3.5.5 Before BSCCo makes a decision or determination under paragraph 3.5.3 or paragraph 3.5.4, BSCCo shall undertake a SAF Referral. ~~Not used~~.

3.5.5A A decision by ~~the Panel~~BSCCo pursuant to paragraph 3.5.1(c) shall be final and binding on all Parties.

3.6 Arbitration

3.6.1 Subject to paragraph 3.6.2, a Party may refer a matter that is the subject of a Trading Dispute to arbitration in accordance with the provisions of Section H7:

(a) where it disagrees with a decision of ~~the Panel~~BSCCo made under paragraph 3.5;

(b) after a decision has been made under paragraph 3.5.3 that the Trading Dispute should not be referred to ~~the Panel~~BSCCo.

3.6.2 The reference of any matter to arbitration pursuant to this paragraph 3.6 shall be made no later than thirty days after the relevant decision referred to in paragraph 3.6.1(a) or (b) was notified to Parties, failing which the decision of the Trading Disputes Committee or ~~the Panel~~BSCCo (as the case may be) shall be final and binding on all Parties.

3.6.3 Not used.

3.6.4 The provisions of this paragraph 3.6 shall not apply to a decision of the Trading Disputes Committee (or ~~the Panel~~BSCCo, if applicable) pursuant to paragraph 3.2.4.

4. ADJUSTMENTS FOLLOWING RESOLUTION OF A TRADING DISPUTE

4.1 General

4.1.1 Subject to paragraphs 3.5.5A and 4.1.1A, following a decision of the Trading Disputes Committee, in respect of a Trading Dispute that there was a Settlement Error, the Trading Disputes Committee shall determine:

(a) that the error should be corrected in the next Settlement Run relating to the relevant Settlement Day; or

(b) where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the Trading Disputes Committee believes that an Extra Settlement Determination is justified, that an Extra-Settlement Determination should be performed; or

(c) where a Trading Dispute is not resolved until after the relevant Final Reconciliation Settlement Run, that one of the following steps should be taken:

(i) that the error should not be corrected, having regard to all the circumstances (including the materiality of the Trading Dispute and the length of time which has elapsed since the occurrence of the event giving rise to the Trading Dispute);

(ii) that an Extra-Settlement Determination and/or Post-Final Settlement Run should be undertaken.

4.1.1A Following a decision of the Trading Disputes Committee, or (pursuant to a reference under paragraph 3.5) the Panel, in respect of a Trading Dispute that there was a Settlement Error, the Trading Disputes Committee shall determine the materiality of the Trading Dispute and in cases where it is less than the materiality threshold specified in BSCP11 they shall not correct the error.

4.1.2 The Trading Disputes Committee may decide that the taking of any step determined under paragraph 4.1.1 shall be deferred until it is known whether any reference is to be made under paragraph 3.5 (where applicable) or 3.6.

4.1.3 Not used.

4.1.4 Each BSC Agent and (in accordance with paragraph 1.6.3) each Party shall take and procure its Party Agents to take such steps as may be necessary in order to give effect to a determination of the Trading Disputes Committee pursuant to paragraph 4.1.1.

4.1.5 In this paragraph 4, references to Settlement Runs include Volume Allocation Runs (and references to BSC Agents and Parties and their Party Agents shall be construed accordingly).

4.2 Post-Final Settlement Runs and Extra-Settlement Determinations following a Trading Dispute

4.2.1 If the Trading Disputes Committee determines that a Post-Final Settlement Run or Extra-Settlement Determination should be performed, the Trading Disputes Committee may recommend to ~~the Panel~~BSCCo that a particular Party or Parties shall bear all or part of the cost of any such Post-Final Settlement Run or Extra-Settlement Determination, and if ~~the Panel~~BSCCo so decides (having undertaken a SAF Consultation) such Party or Parties shall pay such amounts as were so recommended by the Trading Disputes Committee.

4.2.2 Following a determination of the Trading Disputes Committee pursuant to paragraph 4.1.1, that a Post-Final Settlement Run or Extra-Settlement Determination should be undertaken ~~the Panel~~BSCCo shall after consultation with the relevant BSC Agents specify the date when such Run or determination is to be undertaken.

5. FURTHER PROVISIONS

5.1 Monthly Report

5.1.1 The Trading Disputes Committee shall submit by the end of each month a written report to the Panel setting out in respect of the preceding month:

(a) details of the number and type of Trading Disputes considered by the Trading Disputes Committee, with brief details of each Trading Dispute; and

(b) procedures or principles agreed by the Trading Disputes Committee for use in the future resolution of disputes.

5.1.2 Copies of the report referred to in paragraph 5.1.1 above shall be provided to each Party and the Authority by the Disputes Secretary on request.

5.2 Annual Report

5.2.1 The Trading Disputes Committee shall prepare that part of the Annual Report concerning Trading Disputes, setting out the following information in respect of the preceding year ended 31st March:

(a) information on the number and type of Trading Disputes considered including details of outstanding and pending work of the Trading Disputes Committee;

(b) procedures agreed by the Trading Disputes Committee for use in the future resolution of Trading Disputes; and

(c) any other matter the Trading Disputes Committee deems appropriate.

5.2.2 If approval of such report at a meeting of the Trading Disputes Committee is not unanimous, the views of any dissenting TDC Members present at the meeting shall be reflected in the report.

5.3 Recommendations

5.3.1 The Trading Disputes Committee may make a recommendation to ~~the Panel~~BSCCo at any time that the Code or any Code Subsidiary Document should be modified in order to remedy any error, ambiguity, inconsistency or deficiency therein which emerges as a result of the exercise of its functions under this Section W.

5.3.2 Where ~~the Panel~~BSCCo receives a recommendation from the Trading Disputes Committee pursuant to paragraph 5.3.1, ~~the Panel~~ it shall decide whether to propose a modification to the Code and/or make a modification to a Code Subsidiary Document consistent with such recommendation in accordance with Section F.

5.4 Co-ordination of disputes with other documents

5.4.1 ~~The Panel~~BSCCo shall establish and maintain joint working arrangements with the relevant body associated with the Grid Code for the co-ordination of disputes which affect the BSC.

5.5 Not used

AMENDMENT RECORD – SECTION W

Section W	Version 23.0	Effective Date: 22 September 2025

Modification Proposal	Decision Date	Implementation Date	Version
P478	06/11/24	22/09/25	23.0

Modification Proposal	Decision Date	Implementation Date	Version
P450	12/01/23	23/02/23	22.0
P436	14/04/22	18/07/22	21.0
P424	08/10/21	11/10/21	20.0
P420	23/07/21	01/09/21	19.0
P394 Self-Governance	12/12/19	27/02/20	18.0
P369	24/09/18	29/03/19	17.0
P331 Self Governance	10/03/16	30/06/16	16.0
P300	15/10/14	05/11/15	15.0
ORD005[1]	01/08/14	26/02/15	14.0
ORD005[1]	Secretary of State	01/08/14	13.0
P257	20/09/10	04/11/10	12.0
P256	20/09/10	04/11/10	12.0
P208	16/01/07	22/02/07	11.0
P185	26/05/05	02/11/05	10.0
P184	26/05/05	02/11/05	10.0
P179	09/02/05	23/02/05	8.0
P181	09/12/04	13/12/04	9.0
P131	05/04/04	03/11/04	6.0
P151	05/04/04	19/04/04	7.0
P107	30/04/03	04/11/03	5.0
P78	09/09/02	11/03/03	4.0
P61	28/08/02	10/12/02	3.0
P46	14/05/02	22/05/02	2.0

[1] ORD005 was Directed by the Secretary of State on 1 August 2014