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SECTION H: GENERAL

1. STRUCTURE

1.1 Introduction

1.1.1 This Section H sets out:

(a) arrangements for the establishment and designation of Code Subsidiary Documents;

(b) the relationship of the Code with other documents;

(c) arrangements for the commencement of trading under the Code;

(d) the events constituting and the consequences resulting from a Default under the Code;

(e) provisions relating to the ownership, use and disclosure of data;

(f) the limitation of liability of Parties under the Code;

(g) arrangements for the resolution of disputes; and

(h) other provisions defining the legal and contractual relationship between the Parties.

1.2 Internal structure

1.2.1 The Code comprises:

(a) each of the Sections; and

(b) any Annex attached to a Section; and

(c) the DIP Supplement (pursuant to paragraph 1.3A).1.2.2 Not used.

1.2.3 The Code also refers to and creates obligations in respect of Code Subsidiary Documents.

1.2.4 Code Subsidiary Documents comprise each of the following documents:

(a) BSC Procedures;

(b) Codes of Practice;

(c) BSC Service Descriptions;

(d) Party Service Line 100;

(e) Data Catalogues;

(f) Communication Requirements Documents

(g) the Reporting Catalogue; and

(h) the LFM Specification.

1.2.5 Subject to Section L3.2, a reference in the Code or in any Code Subsidiary Document to a Code Subsidiary Document shall be to the version of that Code Subsidiary Document then in force, unless the context otherwise requires.

1.2.6 Code Subsidiary Documents shall have binding effect for the purposes of the Code.

1.2.7 Subject to paragraph 1.2.8:

(a) each Party and each BSC Agent shall comply with (and each Party shall ensure that its Party Agents comply with) each of the Code Subsidiary Documents in force from time to time (whether or not such Code Subsidiary Document is expressly identified or referred to in, or in a particular Section of, the Code) to the extent such Code Subsidiary Document is applicable to such Party, BSC Agent or Party Agent;

(b) without prejudice to paragraph 1.5 and other than in Section A, Section F, Section H and Section X (including Annex X-1 and Annex X-2) references in the Code to the Code shall be interpreted to include all relevant Code Subsidiary Documents, unless the context otherwise requires; and

(c) a breach of any Code Subsidiary Document shall be treated as a breach of the Code for the purposes of paragraph 3.

1.2.8 The provisions of paragraph 1.2.7 shall not apply to the BSC Service Descriptions (but without prejudice to any obligations of BSC Agents under the BSC Agent Contracts).

1.3 Establishment of Code Subsidiary Documents

1.3.1 The Code Subsidiary Documents in force as at the Code Effective Date shall be those listed in the Implementation Scheme and they shall be deemed to be adopted by BSCCo~~the Panel~~, for the purposes of the Code, as at the Code Effective Date (subject to the provisions of the Implementation Scheme).

1.3.2 BSCCo shall:

(a) maintain an up-to-date list of the Code Subsidiary Documents, indicating the version number of each Code Subsidiary Document then in force (and the version numbers of previous versions) together with the date with effect from which each such version applies or applied;

(b) make a copy of such list available to any person on request; and

(c) maintain a library of all past and current versions of each Code Subsidiary Document (including, in the case of Codes of Practice, the versions referred to in Section L3.2.3).

1.3.3 Existing Code Subsidiary Documents may be modified and new Code Subsidiary Documents may be created in accordance with Section F3.

1.4 Access to Code

1.4.1 BSCCo shall provide a copy of the Code and of any Code Subsidiary Document to any person on request, subject (other than in the case of the Authority) to payment by such person of an amount (as approved by BSCCo~~the Panel~~ from time to time) not exceeding the reasonable costs of BSCCo in making and providing such copy.

1.4.2 In complying with paragraph 1.4.1 (and without prejudice to the requirements of that paragraph), BSCCo shall, and shall be entitled to, take such steps as it considers appropriate to protect the IPRs which BSCCo holds in such documents pursuant to paragraph 4.7.

~~1.4.3 Notwithstanding paragraph 1.4.1, BSCCo may, with the prior approval of the Panel, refuse to provide a copy of any Code Subsidiary Document (or part of it) to a third party or to third parties generally (or may make the provision thereof subject to conditions) to the extent only and for the period that the provision of such Code Subsidiary Document (or part of it) to such third party or parties would, in the opinion of BSCCo, substantially prejudice the interests of all Parties collectively or classes of Parties collectively.~~

~~1.4.4 Where, with the approval of the Panel, BSCCo determines that a Code Subsidiary Document (or part of it) should not be made available to a third party or to third parties generally pursuant to paragraph 1.4.3, BSCCo shall notify Parties and the Authority accordingly.~~

1.4.3~~5~~ Subject to any existing confidentiality obligation, each other Party shall be free to disclose the Code or any Code Subsidiary Document to any third party to the extent that BSCCo would be entitled to make such document(s) available to that third party pursuant to this paragraph 1.4 and subject to compliance with any steps BSCCo may prescribe under paragraph 1.4.2~~, provided always that, where BSCCo refuses to provide a copy of a Code Subsidiary Document to a third party or third parties pursuant to paragraph 1.4.3, such Party shall not disclose that Code Subsidiary Document to such third party or parties~~.

1.5 Precedence

1.5.1 In the event of any conflict between the provisions of the Code and:

(a) the provisions of any Code Subsidiary Document;

(b) the Code Administration Code of Practice Principles; and/or

(c) the provisions of any other document established or adopted under and pursuant to the Code or any Code Subsidiary Document,

the provisions of the Code shall prevail.

1.5.1A In the event of any conflict between the provisions of the Code and the provisions of the Code Manager Licence, the Code Manager Licence shall prevail. BSCCo shall notify the Authority of any such conflicts. In applying this precedence provision, provided it uses all reasonable efforts to avoid or mitigate any non-compliance with the Code, BSCCo shall not be deemed to be in breach of the Code.

1.5.2 In the event of any conflict between the provisions of one type of Code Subsidiary Document and another, or between the provisions of one Code Subsidiary Document and another:

(a) the Codes of Practice shall take precedence over all other types of Code Subsidiary Document;

(b) subject to paragraph (a), BSCCo~~the Panel~~ shall determine which provision is to take precedence pending modification of the Code Subsidiary Document(s),

and BSCCo~~the Panel~~ shall take steps in accordance with Section F3 to remove such conflict.

1.5.3 In the event of any conflict between the provisions of a Code Subsidiary Document and the provisions of any other document established or adopted under and pursuant to the Code or any Code Subsidiary Document, the provisions of the Code Subsidiary Document shall prevail.

1.5.4 The provisions of this paragraph 1.5 shall be subject to any express provision to the contrary in the Code.

1.5.5 Not used.

1.6 Relationship with other documents

1.6.1 In the event of any conflict between the provisions of the Retail Energy Code and the provisions of the Code, no Party shall be liable hereunder or under the Retail Energy Code as a result of complying with its obligations under the Code or under the Retail Energy Code provided that each Party shall take such steps within its power as may be necessary, subject to and in accordance with the provisions of the Code and the Retail Energy Code relating to modifications, to resolve such conflict as soon as possible.

1.6.1A Notwithstanding paragraph 1.6.1, the Parties acknowledge that, depending on the nature of the conflict between the Retail Energy Code and the Code, it may not be practicable or desirable for individual Parties to comply with differing and conflicting obligations and, in that event, BSCCo~~the Panel~~ and the REC Code Manager, with the approval of the Authority, may determine which provisions are to prevail pending modification of the Retail Energy Code and/or the Code to remove such conflict.

1.6.2 In the event of any conflict between the provisions of the Grid Code and the provisions of the Code, no Party shall be liable hereunder or under the Grid Code as a result of complying with its obligations under the Code or under the Grid Code provided that each Party shall take such steps within its power as may be necessary, subject to and in accordance with the provisions of the Code and the Grid Code relating to modifications, to resolve such conflict as soon as possible.

1.6.3 Notwithstanding paragraph 1.6.2, the Parties acknowledge that, depending on the nature of the conflict between the Grid Code and the Code, it may not be practicable or desirable for individual Parties to comply with differing and conflicting obligations and, in that event, BSCCo~~the Panel~~ and the NETSO, with the approval of the Authority, may determine which provisions are to prevail pending modification of the Grid Code and/or the Code to remove such conflict.

1.6.4 For the avoidance of doubt, a conflict for the purposes of this paragraph 1.6 arises where compliance with the requirements of one document would necessarily (but for the provisions of this paragraph 1.6) result in a breach of the other document and, accordingly, the existence of an additional or supplementary requirement under one or other document in relation to matters forming the subject of both documents does not, of itself, constitute a conflict for the purposes of this paragraph 1.6.

1.6.5 In this paragraph 1.6, references to the Code include each of the Code Subsidiary Documents.

1.6.6 BSCCo shall inform ~~the Panel and~~ the NETSO and the Stakeholder Advisory Forum as soon as reasonably practicable where it becomes aware of any conflict or material inconsistency between the Code and another applicable Industry Code.

1.7 IPR Litigation Requirements Document

1.7.1 With reference to the arrangements described or referred to in the IPR Litigation Requirements document referred to in Section A2.2.5, it is agreed that those arrangements shall take effect in accordance with their terms; and Parties shall be bound by the effect of those arrangements; and ~~the Panel and~~ BSCCo shall have and discharge their respective powers, functions and responsibilities set out in and in accordance with those arrangements;

and all costs, expenses and liabilities incurred by BSCCo in connection with or pursuant to those arrangements shall (subject as provided therein) be BSC Costs.

2. COMMENCEMENT AND TERM

2.1 Term

2.1.1 Without prejudice to paragraph 2.3, the Code shall come into force and take effect on and from the Code Effective Date.

2.1.2 The Code shall have no fixed duration.

2.2 Implementation Scheme

2.2.1 Upon execution of or accession to the Framework Agreement, each Party shall execute or accede to (as the case may be) the Scheme Framework Agreement and shall comply with such parts of the Implementation Scheme as are expressed in the Implementation Scheme to be binding in contract to the extent those parts apply to such Party.

2.2.2 The provisions of the Code and the Code Subsidiary Documents are varied or suspended (and the requirements of the Code and Code Subsidiary Documents are deemed to be satisfied) by or in accordance with, and for the period and to the extent set out in, the Implementation Scheme and the Scheme Subsidiary Documents.

2.2.3 In the event of any conflict or inconsistency between the provisions of the Code (or any Code Subsidiary Document) and the provisions of the Implementation Scheme (or any Scheme Subsidiary Document), the provisions of the Implementation Scheme (or, as the case may be, the Scheme Subsidiary Document) shall prevail.

2.2.4 The obligations in paragraph 2.2.1 shall not apply to any person who becomes a Party after the date notified by the Secretary of State to BSCCo~~the Panel~~ for the purposes of this paragraph 2.2.4 provided that such person shall be bound by the effect of the provisions of the Implementation Scheme and the Scheme Subsidiary Documents (and any steps taken or arrangements made thereunder) as they apply to or affect the Code or any Code Subsidiary Documents (and the rights and obligations of the Parties thereunder) to the extent such provisions, steps or arrangements have an effect beyond that date.

2.2.5 In this Section H, "**Scheme Subsidiary Document**" has the meaning given to that term in the Implementation Scheme.

2.3 Go-live Date

2.3.1 The trading of electricity (and settlement of financial obligations in respect thereof) in accordance with arrangements established by the Code shall not begin until the Go-live Date and, accordingly, the rights, obligations and liabilities of each Party under the Code in respect of transactions giving rise to Trading Charges shall apply in respect of the First Settlement Period and each Settlement Period thereafter (and shall not apply in respect of any period prior to the First Settlement Period).

2.3.2 The provisions of paragraph 2.3.1 are without prejudice to any other rights, obligations and liabilities of each Party under the Code (including satisfaction of any requirements applicable to such Party in order to be able to effect transactions as referred to in paragraph 2.3.1).

2.3.3 In this paragraph 2.3, the "**First Settlement Period**" is the Settlement Period commencing at 00:00 hours on the Go-live Date.

2.4 Not Used

2.5 Effective Dates of Modification Proposal P344

2.5.1 Modification Proposal P344 shall take effect from the P344 Relevant Implementation Date provided that:

(a) the following modifications to the Code set out in the P344 Legal Text shall take effect from the time and date specified in the P344 Final Implementation Date Notice:

(i) each modification to Section N;

(ii) each modification to Section Q;

(iii) the modifications to Sections S10.5 and S11 to the extent such paragraphs apply to Virtual Lead Parties and/or Secondary BM Units;

(iv) each modification to Annex S-2 to the extent each such modification applies to Virtual Lead Parties, Secondary BM Units and/or Replacement Reserve;

(v) each modification to Section T;

(vi) each modification to Section V;

(vii) all terms and expressions that are defined in Section X and that are:

(1) used only in those Code provisions modified by the P344 Legal Text; and

(2) contained in those Sections referred to in paragraphs (a)(i) to (vi) (inclusive);

(b) BSCP602 shall take effect from the P344 Relevant Implementation Date except for those rights and obligations in BSCP602 that are authorised or envisaged by, or subsidiary to, the rights and obligations that will take effect pursuant to paragraph 2.5.1.(a):

(c) any provisions in BSCP602 that did not take effect on the P344 Relevant Implementation Date shall take effect from the time and date specified in the P344 Final Implementation Date Notice:

2.5.2 For the purposes of this paragraph 2.5:

(a) the "**P344 Final Implementation Date Notice**" means a notice from the NETSO setting out the time and date from which the Code provisions identified in paragraph (a) shall take effect;

(b) the "**P344 Legal Text**" means the legal text included in the P344 Modification Report (as such legal text may be amended by any process set out in Section F).

3. DEFAULT

3.1 Events of Default

3.1.1 For the purposes of this paragraph 3, there shall have occurred a "**Default**" in relation to a Party (the "**Defaulting Party**") in any of the following events or circumstances:

(a) where, in respect of the Defaulting Party's liability for amounts in respect of Trading Charges and in relation to any amount which has become due for payment by the Defaulting Party under the Code in respect thereof:

(i) the Defaulting Party has not paid the amount in full on the due date for payment; and

(ii) on or after the due date for payment BSCCo has given notice to the Defaulting Party requiring payment of such amount; and

(iii) the Defaulting Party has not paid such amount in full by the third Business Day after the date of BSCCo's notice under paragraph (ii); or

(a)(A) where, in respect of the Defaulting Party's liability for amounts in respect of Trading Charges and in relation to any such amount which has become due for payment by the Defaulting Party under the Code in respect thereof:

(i) the Defaulting Party has not paid the amount in full by 0900 hours on the Second Business Day after the Affected Date in accordance with Section N regardless of whether such sums have otherwise been recovered from Credit Cover pursuant to Section N;

(ii) such amount exceeds the Invoice Threshold Limit; and

(iii) the circumstances referred to in paragraphs (a)(A)(i) and (a)(A)(ii) have occurred on three or more occasions over a thirty calendar day period or on such other number of occasions and over such period as may be determined by BSCCo~~the Panel~~ in accordance with paragraph 3.1A; or

(b) where, in respect of the Defaulting Party's liability for any sums under the Code other than Trading Charges and in relation to any amount which has become due for payment by the Defaulting Party under the Code in respect thereof:

(i) the Defaulting Party has not paid the amount in full on the due date for payment; and

(ii) on or after the due date for payment BSCCo has given notice to the Defaulting Party requiring payment of such amount; and

(iii) the Defaulting Party:

(A) has not paid such amount in full by the fifth Business Day after the date of BSCCo's notice under paragraph (ii) or by such other period as may be determined by BSCCo~~the Panel~~ in accordance with paragraph 3.1A; or

(B) has paid any amounts to which this paragraph (b) relates after the due date for payment but before the expiry of the

notice period referred to in paragraph (b)(iii)(A) on three or more occasions during a period of twelve months or on such other number of occasions and over such period as may be determined by BSCCo~~the Panel~~ in accordance with paragraph 3.1A; or

(c) where:

(i) a Trading Party is in Level 1 Credit Default for a period that meets or exceeds the relevant Credit Default Thresholds; or;

(ii) a Trading Party is in Level 2 Credit Default for a period that meets or exceeds the relevant Credit Default Thresholds; or

(iii) a Trading Party's Credit Cover Percentage, as determined by the ECVAA, is not equal to or lower than ninty (90) percent (%) by the end of the same numbered Settlement Period on the second to next occurring Working Day after the Settlement Period during which the Trading Party was in Level 2 Credit Default and had a Credit Cover Percentage exceeding one hundred (100) percent (%); or

(iv) a Trading Party is in Level 1 Credit Default or Level 2 Credit Default (an instance of "**Relevant Credit Default**") and such Relevant Credit Default is followed by a series of further Relevant Credit Defaults that collectively meet the Relevant Credit Default Series threshold determined in accordance with paragraph c(A)(ii).

(c)(A) For the purposes of:

(i) paragraphs 3.1.1(c)(i) and (ii) a "**Credit Default Threshold**" shall be a period of time determined by BSCCo~~the Panel~~ in accordance with paragraph 3.1A which, if met or exceeded by a Party in Level 1 Credit Default or Level 2 Credit Default, shall constitute a Default. A Credit Default Threshold may be comprised of continuous and/or intermittent time periods;

(ii) paragraph 3.1.1(c)(iv) a "**Relevant Credit Default Series**" shall be a series of Relevant Credit Defaults that collectively meet or exceed the values determined by BSCCo~~the Panel~~ in accordance with paragraph 3.1A including with regard to the following:

(A) the minimum number of Relevant Credit Defaults that must have occured during the time period referred to in paragraph (B) in order to constitute a Relevant Credit Default Series;

(B) the time period during which the Relevant Credit Defaults referred to in paragraph A must have arisen in order to constitute a Relevant Credit Default Series; and

(C) any further parameters that BSCCo~~the Panel~~ considers appropriate and which it has determined in accordance with paragraph 3.1A; and

(d) where:

(i) the Defaulting Party is in breach of any material provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above); and

(ii) the breach is capable of remedy by the Defaulting Party; and

(iii) BSCCo has given notice (making reference to this paragraph 3) of such breach to the Defaulting Party; and

(iv) within fourteen days (or such longer period as BSCCo~~the Panel~~ may approve) after BSCCo's notice under paragraph (iii), the Defaulting Party does not either:

(1) remedy the breach in all material respects, where the breach is capable of remedy within such period; or

(2) where the breach is not so capable of remedy, provide to BSCCo a programme (setting out the steps to be taken by the Defaulting Party and the timetable for taking such steps, in each case to be approved by BSCCo) for the remedy as soon as reasonably practicable of the breach; and

(v) in the case in paragraph 3.1.1(d)(iv)(2), the Defaulting Party does not remedy the breach in all material respects with all reasonable diligence and so far as reasonably practicable in accordance with the programme provided under that paragraph (or such revised programme as BSCCo~~the Panel~~ may approve); or

(e) where:

(i) the Defaulting Party is in breach of any material provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above); and

(ii) the breach is not capable of remedy; and

(iii) BSCCo has given notice (making reference to this paragraph 3) of the breach to the Defaulting Party; and

(iv) at any time within the period of twelve months following BSCCo's notice under paragraph (iii), there occurs a further breach by the Defaulting Party of the same provision or any other material provision (excluding a provision which is the subject of paragraphs (a), (b) or (c) above) of the Code; or

(f) where:

(i) the Defaulting Party is in persistent breach of any provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above) during a period of six months; and

(ii) after such six-month period has elapsed, BSCCo has given notice (making reference to this paragraph 3) of the persistent breach to the Defaulting Party; and

(iii) the Defaulting Party persists in breaching such provision of the Code for a further period in excess of three months;

(g) where:

(i) the Defaulting Party suspends payment of its debts or admits its inability to pay its debts as they fall due;

(ii) the Defaulting Party is unable to pay its debts (within the meaning of Section 123(l) or (2) of the Insolvency Act 1986, but subject to paragraph 3.1.2), or any voluntary arrangement is proposed in relation to it or it enters into any composition or scheme of arrangement (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or

(iii) the Defaulting Party has a receiver of the whole or any material part of its assets or undertaking appointed; or

(iv) the Defaulting Party has an administrator appointed or a winding-up order made in relation to it; or

(v) the Defaulting Party passes any resolution for winding-up (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or

(vi) a petition is presented or legal proceedings are commenced for making an administration order in relation to, or for the winding up or dissolution of, the Defaulting Party (other than a petition which is vexatious or frivolous and is, in any event, discharged within twenty one days of presentation and before it is advertised); or

(vii) the Defaulting Party ceases carrying on all of its business and/or publically announces that it has ceased carrying on all of its business;

or any analogous events occur in respect of the Defaulting Party in any other jurisdiction; or

(h) where:

(i) the Defaulting Party is or becomes a designated person, or a person owned or controlled by a designated person, for the purposes of the Sanctions and Anti-Money Laundering Act 2018 or Regulations made under that Act (and where 'owned' and 'controlled' have the meanings given in such Regulations pursuant to s.62(5) of that Act and include direct or indirect ownership of control where so provided in such Regulations); and

(ii) as a consequence of the event or circumstance described in paragraph (i):

(A) the performance by the Defaulting Party, or by any other Party, of any obligation under the Code, or

(B) the carrying out of any activity (by a Party, Party Agent or BSC Agent) pursuant to the Code

is prohibited under that Act or under Regulations made pursuant to that Act,

in any such case for whatever reason and whether or not within the control of the Defaulting Party.

3.1.2 For the purposes of paragraph 3.1.1(g)(ii), section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for seven hundred and fifty pounds sterling ("£750") there was substituted ten thousand pounds sterling ("£10,000"); and the Defaulting Party shall not be deemed to be unable to pay its debts for the purposes of that paragraph if any such demand as is mentioned in that section of the Insolvency Act 1986 is being contested in good faith by the Defaulting Party with recourse to all appropriate measures and procedures.

3.1.3 Without prejudice to a Party's obligation to make any payments under the Code (including under Section D, Section N and Annex S-1) in accordance with the requirements of and at the times and in the manner specified in the Code, a Party shall not be in breach of any other provision of the Code to the extent that and for so long as it is not possible for that Party to comply with that provision as a result of Section G4 applying or by reason of a failure of a BSC Agent and/or BSCCo to perform any obligation under the Code provided that the Party shall:

(a) promptly notify BSCCo in writing of such impossibility and the reasons why it is not possible for such Party to comply with the relevant provision of the Code; and

(b) discuss with BSCCo whether there is a possible alternative means of complying with the relevant provision and, if so, take all reasonable steps to do so.

3.1A Default Values or Parameters Established by BSCCo~~the Panel~~

3.1A.1 Where, for the purposes of paragraph 3.1.1, BSCCo~~the Panel~~ is required to determine any values or parameters, BSCCo~~the Panel~~ shall:

(a) subject to paragraph (c), establish the initial values or parameters to be applied to paragraph 3.1.1;

(b) review such values or parameters from time to time and in any event within one year after the Relevant Implementation Date of Modification P385, and, subject to paragraph (c), determine:

(i) any revisions to such values or parameters; and

(ii) the effective date(s) for implementing the revised values or parameters;

(c) in establishing the initial values or parameters under paragraph (a), or revising such values or parameters and determining an implementation approach in each case under paragraph (b):~~,~~

(i) consult with Parties and take due regard of any representations made and not withdrawn during such consultation; and

(ii) consult with the Stakeholder Advisory Forum taking full and proper account of any of its recommendation~~,~~

and for the purposes of paragraph (a), a consultation undertaken prior to the Relevant Implementation Date of Modification P385, including a consultation undertaken pursuant to Section F2 that seeks representations from Parties on the initial values or parameters to be applied to paragraph 3.1.1, shall constitute a consultation for the purposes of paragraph (a).

3.1A.2 BSCCo shall publish~~ensure that~~ the values and parameters determined ~~by the Panel~~ pursuant to this paragraph 3.1A ~~are at all times published~~ on the BSC Website at all times.

3.2 Consequences of Default

3.2.1 Upon the occurrence of a Default by a Defaulting Party, BSCCo~~the Panel~~ may take one or more of the following steps while such Default persists and for the duration of such Default (in each case at such time as it sees fit and having regard to all the circumstances of the Default):

(a) notify each other Party of such Default;

(b) suspend one or more of the rights or take one or more of the steps referred to in paragraph 3.2.2 (subject to any prior consultation or approval as specified in paragraph 3.2.2) in respect of the Defaulting Party, either generally or progressively and either wholly or partially and for such period as BSCCo~~the Panel~~ considers appropriate;

(c) in the case of a Default by an Interconnector Error Administrator of the type referred to in paragraph 3.1.1(a), remove the registration of the Interconnector Error Administrator and require the Interconnected System Operator (with the prior approval of the Authority or, in the case an Interconnector connected to an External System outside the National Electricity Transmission System Operator Area, the Secretary of State) to assume the future responsibilities of such Interconnector Error Administrator acting in that capacity;

(d) with the prior approval of the Authority, require the Defaulting Party and the NETSO or the Distribution System Operator (as the case may be) to de-energise the Plant or Apparatus comprising one or more of the BM Units (other than Interconnector BM Units) for which the Defaulting Party is the Lead Party (and each Party hereby irrevocably and unconditionally consents to such de-energisation);

(e) expel the Party from the Code subject to and in accordance with Section A5;

(f) notify the FAA on behalf of the BSC Clearer to treat the Party as a Defaulting Party for the purposes of Section N; and/or

(g) where the Default relates to the DIP Rules, notify the DIP Manager.

3.2.2 The rights and steps referred to in paragraph 3.2.1(b) are:

(a) in relation to Energy Contract Volume Notifications (or, in the case of a Default of the type referred to in paragraph 3.1.1(a) or (b), relevant Energy Contract Volume Notifications, as defined in Section P2.5.3):

(i) the right to submit such Energy Contract Volume Notifications under Section P; and/or

(ii) the disapplication (for the purposes of Settlement) of any such Energy Contract Volume Notifications as have already been submitted at any time (except to the extent that they relate to Settlement Periods for which the Submission Deadline has occurred prior to the time when BSCCo~~the Panel~~ notifies the Parties of such disapplication);

(b) in relation to Metered Volume Reallocation Notifications (or, in the case of a Default of the type referred to in paragraph 3.1.1(a) or (b), relevant Metered Volume Reallocation Notifications, as defined in Section P3.5.3):

(i) the right to submit such Metered Volume Reallocation Notifications under Section P; and/or

(ii) the disapplication (for the purposes of Settlement) of any such Metered Volume Reallocation Notifications as have already been submitted at any time (except to the extent that they relate to Settlement Periods for which the Submission Deadline has occurred prior to the time when BSCCo~~the Panel~~ notifies the Parties of such disapplication);

(c) where the Defaulting Party is an Interconnector User, the rights of such Party to be allocated BM Unit Metered Volumes (of such kinds as BSCCo~~the Panel~~ may specify) in respect of its Interconnector BM Units;

(d) following consultation with the NETSO;

(i) the right to submit Bid-Offer Pairs under Section Q and/or

(ii) the right to submit Replacement Reserve Bid Data under Section Q;

(e) with the prior approval of the Authority, the right to register further Metering Systems and BM Units;

(f) the rights to receive reports and data under Section V;

(g) the right to vote pursuant to Annex B-2;

(h) in the case of a Default under paragraph 3.1.1(h), the right to receive payment from the BSC Clearer or BSCCo of any amount becoming due and payable to the Defaulting Party under the Code.

3.2.3 The taking of any steps by BSCCo~~the Panel~~ under this paragraph 3.2 in relation to a Defaulting Party shall not affect or alter the liabilities of such Defaulting Party under the Code (accrued or accruing in respect of the period prior to, on or after the date when such step is taken) and, without prejudice to the generality of the foregoing, a Defaulting Party shall be liable for all sums (including VAT) which it is required under the Code to pay in respect of Trading Charges and other sums pending removal, de-energisation or expulsion pursuant to paragraph 3.2.1.

3.2.4 Each Licensed Distribution System Operator shall ensure that it has the necessary rights to effect or procure the de-energisation of Plant or Apparatus, following an instruction from BSCCo~~the Panel~~ pursuant to paragraph 3.2.1(d), which is connected to a Distribution System (not being a Transmission System or the Distribution System of any other Distribution System Operator) forming part of the Total System and having a connection with such Licensed Distribution System Operator's Distribution System.

3.2.5 In relation to any instruction to de-energise Plant or Apparatus issued pursuant to paragraph 3.2.1(d):

(a) the NETSO or the relevant Distribution System Operator (as the case may be) shall use all reasonable endeavours to comply (or procure compliance) as quickly as practicable with any such instruction;

(b) each Lead Party hereby irrevocably and unconditionally consents to such de-energisation; and

(c) the Defaulting Party, failing which each Trading Party (but, in the case of a Trading Party, only in respect of its Annual Funding Share at the time of receipt of the request for indemnification, calculated on a default basis in relation to the Defaulting Party) shall indemnify and keep indemnified the NETSO and/or the Distribution System Operator (as the case may be) on demand against any and all liability, loss or damage which it may suffer by reason of effecting such de-energisation.

3.2.6 If, by virtue of any Legal Requirement, another Party is to assume responsibility for the supply of electricity to Customers through Metering Systems for which the Defaulting Party is the Registrant, BSCCo shall take such steps (and shall require relevant BSC Agents to take such steps) as may be necessary to ensure that such other Party assumes responsibility for such Metering Systems for the purposes of Settlement upon or as soon as reasonably practicable after such requirement arises.

3.2.7 The provisions of this paragraph 3.2 are without prejudice to any other rights or remedies or consequences which are expressly provided under the Code to arise in the event of any failure by a Party to comply with the requirements of the Code.

3.2.8 BSCCo shall, and shall be entitled to, take such steps as may be required ~~by the Panel~~ (including giving instructions to relevant BSC Agents) in order to give effect to the exercise ~~by the Panel~~ of any of its powers under this paragraph 3.2.

3.3 Application

3.3.1 This paragraph 3 does not apply to BSCCo or the BSC Clearer and references to a "Defaulting Party" are to a Party other than BSCCo or the BSC Clearer.

4. CONFIDENTIALITY AND OTHER INTELLECTUAL PROPERTY RIGHTS

4.1 Interpretation

4.1.1 In this paragraph 4:

(a) "**Authorised Recipient**" means any Business Person to whom Protected Information has been divulged in accordance with paragraph 4.4 provided that such person:

(i) requires access to such Protected Information for the proper performance of their duties as a Business Person in the course of Permitted Activities; and

(ii) has been informed of the duties of the NETSO in relation to inter alia Protected Information under paragraph 4.4;

(b) "**Business Person**" means any person who is a Main Business Person or a Corporate Functions Person, and "**Business Personnel**" shall be construed accordingly;

(c) "**Corporate Functions Person**" means any person who:

(i) is an officer of the NETSO; or

(ii) is an employee of the NETSO, carrying out any administrative, finance or other corporate services of any kind which in part relate to the Main Business; or

(iii) is engaged by or on behalf of the NETSO as an agent or adviser to or otherwise to perform work in relation to services for the Main Business;

(d) "**Disclose**" means disclose, reveal, report, publish or transfer by any means and "**Disclosure**" shall be construed accordingly;

(e) "**Main Business**" means, in relation to the NETSO, any business of the NETSO as at the Code Effective Date and any business which the NETSO must carry out under the ESO Licence;

(f) "**Main Business Person**" means any employee of the NETSO who is engaged solely in the Main Business of the NETSO, and "**Main Business Personnel**" shall be construed accordingly;

(g) "**Nominated Agreements**" means:

(i) the Code;

(ii) the Code Subsidiary Documents;

(iii) the Implementation Scheme;

(iv) the Scheme Subsidiary Documents;

(v) the Settlement Agreement for Scotland;

(vi) the Retail Energy Code;

(vii) all Connection Agreements;

(viii) the Data Transfer Service Agreement;

(ix) all Contracts for Difference;

(x) the EPG Scheme Document;

(xi) the EBR Scheme Functions Agreement; and

(xii) any other electricity industry agreement or document as may be specified (or of a type specified) as a Nominated Agreement by BSCCo~~the Panel~~ from time to time (following such consultation with Parties as BSCCo~~the Panel~~ considers appropriate for this purpose);

(h) "**Permitted Activities**" means activities carried on for the purposes of the Main Business;

(i) "**Protected Information**" means any information relating to the affairs of a Party which is furnished to Business Personnel pursuant to the Code unless, prior to such information being furnished, such Party has informed the recipient thereof by notice in writing or by endorsement on such information that the said information is not to be regarded as Protected Information;

(j) "**Relevant Instrument**" means any or, as the context may require, a particular one of the following:

(i) the Act and all subordinate legislation made under the Act;

(ii) the Data Protection Legislation and all subordinate legislation made under it;

(iii) any Licence and any determination or notice made or issued by the Authority pursuant to the terms thereof;

(iv) the Capacity Market Rules;

(v) any Nuclear RAB Legal Requirement,

and whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents, guidelines and other matters which are required or which a Party acting in accordance with Good Industry Practice would obtain or comply with for the purposes of the Code, of or from any Competent Authority.

4.2 Party obligations

4.2.1 The obligations under this paragraph 4.2 apply to each Party (a "**Restricted Party**") other than the NETSO.

4.2.2 Each Restricted Party hereby undertakes with each other Party that it shall preserve the confidentiality of, and shall not directly or indirectly Disclose or use for its own purposes, Confidential Information, subject to the provisions of paragraph 4.2.3.

4.2.3 A Restricted Party shall be entitled to Disclose or use Confidential Information if and to the extent that one or more of the following apply:

(a) the Restricted Party is required or permitted to Disclose or use Confidential Information pursuant to the terms of a Nominated Agreement, to the extent of such requirement or permission; or

(b) the Restricted Party believes, on reasonable grounds, that market arrangements set out or contemplated by the Code require or permit it to Disclose Confidential Information to another person or to use Confidential Information, to the extent of such requirement or permission; or

(c) the person to whose affairs the Confidential Information relates gives its prior written consent to the Disclosure or use, to the extent of such consent; or

(d) the Confidential Information, before it is furnished to the Restricted Party, is in the public domain; or

(e) the Confidential Information, after it is furnished to the Restricted Party:

(i) is acquired by the Restricted Party in circumstances in which this paragraph 4.2 does not apply; or

(ii) is acquired by the Restricted Party in circumstances in which this paragraph 4.2 does apply and thereafter ceases to be subject to the restrictions imposed by this paragraph 4.2; or

(iii) enters the public domain,

and in any such case otherwise than as a result of either a breach by the Restricted Party of its obligations in this paragraph 4.2 or a breach by the person who disclosed that Confidential Information of any confidentiality obligation of that person where the Restricted Party is aware of such breach by that person; or

(f) the Restricted Party is required or permitted to Disclose to any person Confidential Information or to use Confidential Information:

(i) in compliance with any provisions of any Relevant Instrument; or

(ii) in compliance with any other Legal Requirement; or

(iii) in response to a requirement of any stock exchange or regulatory authority or the ~~Panel on~~ Take-over ~~s and Mergers~~Panel; or

(iv) pursuant to the arbitration rules of The London Court of International Arbitration or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the Restricted Party including any disputes committee established under the terms of the Code or, the Settlement Agreement for Scotland; or

(g) the Restricted Party Discloses Confidential Information to its Affiliates or Related Undertakings or to its employees, directors, agents, consultants and professional advisers or those of its Affiliates or Related Undertakings or, where the Restricted Party is a Supplier, to a relevant Exempt Supplier (being an Exempt Supplier as defined in, and with or to whom the Supplier agrees or offers to provide exempt supply services pursuant to Condition 8B of, a PES Supplier Licence or any equivalent condition of another Supply Licence); or

(h) the Restricted Party Discloses Confidential Information to the Authority.

4.2.4 Confidential Information which a Restricted Party is permitted or obliged to Disclose or use pursuant to this paragraph 4.2 shall not cease to be regarded as Confidential Information by virtue of such Disclosure or use.

4.2.5 Each Restricted Party shall adopt procedures within its organisation for ensuring the confidentiality of all Confidential Information, including the following:

(a) Confidential Information will be disseminated within its organisation on a "need-to-know" basis;

(b) the persons referred to in paragraph 4.2.3(g) will be made fully aware of the provisions of this paragraph 4.2; and

(c) any copies of Confidential Information, whether in hard copy, computerised or other (for example, microfiche) form, will clearly identify the information as confidential.

4.2.6 Each Restricted Party shall procure that its Affiliates, Related Undertakings and consultants observe the restrictions set out in this paragraph 4.2 (as if references to "Restricted Party" were references to such Affiliates, Related Undertakings and consultants) and shall be responsible under the Code for any failure by such persons to observe such restrictions.

4.2.7 The obligations of BSCCo and the BSC Clearer under this paragraph 4.2 are subject to the provisions of paragraph 4.3.

4.3 BSCCo and BSC Clearer obligations

4.3.1 BSCCo and the BSC Clearer (and any other BSC Companies) shall be entitled to use Confidential Information for the purposes of discharging their respective duties and functions under and pursuant to the Code and the Code Subsidiary Documents.

4.3.2 The provisions of paragraph 4.2.5(a) and (c) shall not apply to BSCCo or the BSC Clearer.

4.3.3 BSCCo and the BSC Clearer undertake to each of the other Parties that, having regard to the activities in which any employee of BSCCo or the BSC Clearer is engaged and the nature and effective life of the Confidential Information divulged to them by virtue of such activities, BSCCo and BSC Clearer shall not unreasonably continue (taking into account any industrial relations concerns reasonably held by it) to divulge Confidential Information or permit Confidential Information to be divulged to any employee of BSCCo or the BSC Clearer who has notified BSCCo or the BSC Clearer of their intention to become engaged as an employee or agent of any other person who is:

(a) authorised by Licence or Exemption to generate, participate in the transmission of, distribute or supply electricity; or

(b) an electricity broker or who is known to be engaged in the writing of electricity sale and purchase contracts; or

(c) known to be retained as a consultant to any such person who is referred to in paragraphs (a) or (b),

save where BSCCo and the BSC Clearer could not, in all the circumstances, reasonably be expected to refrain from divulging to such employee Confidential Information which is required for the proper performance of their duties.

4.3.4 For the purposes of paragraph 4.2.3(a), where:

(a) a provision of the Code provides that BSCCo shall or may provide or disclose any data to any person(s) or body(ies); and

(b) the data to be provided or disclosed is not specifically identified in or readily identifiable (without the need to exercise any particular judgment as to the content thereof) from such provision

then BSCCo shall be entitled to provide or disclose data in accordance with the provisions, mutatis mutandis, of Section C3.7.1~~Section B3.3.1 (as if references to the Panel were references to BSCCo)~~ subject to the further provisions of Section C3.7.3~~Section B3.3 (as if references to the fulfilment of the functions and duties of the Panel were references to the fulfilment of the functions and duties of BSCCo)~~.

4.3.5 For the avoidance of doubt, paragraph 4.2.4 shall not apply to information which is published by BSCCo under the Code (where the Code provides that information may be published) but without prejudice to paragraph 4.7.

4.4 Confidentiality for the NETSO

4.4.1 The NETSO (in each of its capacities under the Code) shall ensure that Protected Information is not:

(a) divulged by Business Personnel to any person unless that person is an Authorised Recipient;

(b) used by Business Personnel for the purposes of obtaining for the NETSO or any of its Affiliates or for any other person:

(i) any Licence; or

(ii) any right to purchase or otherwise acquire, or to distribute, electricity except as and to the extent permitted under the ESO Licence; or

(iii) any contract or arrangement for the supply of electricity to Customers or Suppliers; or

(iv) any contract for the use of any electrical lines or electrical plant belonging to or under the control of a Supplier; or

(v) control of any body corporate which, whether directly or indirectly, has the benefit of any such Licence, contract or arrangement; and

(c) used by Business Personnel for the purpose of carrying on any activities other than Permitted Activities,

except with the prior consent in writing of the Party to whose affairs such Protected Information relates.

4.4.2 Nothing in this paragraph 4.4 shall apply to any Protected Information:

(a) which, before it is furnished to Business Personnel, is in the public domain; or

(b) which, after it is furnished to Business Personnel:

(i) is acquired by the NETSO in circumstances in which this paragraph 4.4 does not apply; or

(ii) is acquired by the NETSO in circumstances in which this paragraph 4.4 does apply and thereafter ceases to be subject to the restrictions imposed by this paragraph 4.4; or

(iii) enters the public domain,

and in any such case otherwise than as a result of either a breach by the NETSO of its obligations in this paragraph 4.4 or a breach by the person who disclosed that Protected Information of any confidentiality obligation of that person where the NETSO is aware of such breach by that person; and/or

(c) disclosed to any person where the NETSO or any Affiliate of the NETSO is required or expressly permitted to make such disclosure to such person:

(i) in compliance with the duties of the NETSO under the Act or any other Legal Requirement; or

(ii) in compliance with the conditions of the ESO Licence or any document referred to in the ESO Licence with which the NETSO or any Affiliate of the NETSO is required by virtue of the Act or the ESO Licence to comply; or

(iii) in compliance with any other Legal Requirement; or

(iv) in response to a requirement of any stock exchange or regulatory authority or the ~~Panel on~~ Take~~-overs~~ over Panel~~and Mergers~~; or

(v) pursuant to the arbitration rules of The London Court of International Arbitration or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the NETSO or its Affiliates; or

(vi) pursuant to an EMR Legal Requirement; or

(d) to the extent that the NETSO or any of its Affiliates is expressly permitted or required to disclose that information under the terms of any agreement or arrangement (including the Code, the Grid Code, the Distribution Codes and the Fuel Security Code) with the Party to whose affairs such Protected Information relates.

4.4.3 The NETSO may use all and any information or data supplied to or acquired by it under the Code from or in relation to the other Parties to the extent necessary in performing Permitted Activities including, for the following purposes:

(a) the operation and planning of the Transmission System;

(b) the calculation of charges and preparation of offers of terms for connection to or use of the Transmission System and for the Transmission Services Activity (as defined in the ESO Licence);

(c) the provision of information under the British Grid Systems Agreement and the EdF Documents,

and may pass the same to Affiliates of the NETSO which carry out such activities and the Parties agree to provide all information to the NETSO and its Affiliates for such purposes provided that the NETSO shall procure that such Affiliates observe the restrictions set out in this paragraph 4.4 as if the references to NETSO were replaced by references to such Affiliates.

4.4.4 The NETSO undertakes to each of the other Parties that, having regard to the activities in which any Business Person is engaged and the nature and effective life of the Protected Information divulged to them by virtue of such activities, neither the NETSO nor any of its Affiliates shall unreasonably continue (taking into account any industrial relations concerns reasonably held by it) to divulge Protected Information or permit Protected Information to be divulged by any Affiliate of the NETSO to any Business Person who has notified the NETSO or the relevant Affiliate of their intention to become engaged as an employee or agent of any other person (other than of the NETSO or any Affiliate thereof) who is:

(a) authorised by Licence or Exemption to generate, participate in the transmission of, distribute or supply electricity; or

(b) an electricity broker or who is known to be engaged in the writing of electricity sale and purchase contracts; or

(c) known to be retained as a consultant to any such person who is referred to in paragraphs (a) and (b),

save where the NETSO or such Affiliate could not, in all the circumstances, reasonably be expected to refrain from divulging to such Business Person Protected Information which is required for the proper performance of their duties.

4.4.5 Without prejudice to the other provisions of this paragraph 4.4, the NETSO shall procure that any additional copies made of the Protected Information, whether in hard copy or computerised form, will clearly identify the Protected Information as protected.

4.4.6 The NETSO undertakes to use all reasonable endeavours to procure that no employee is a Corporate Functions Person unless the same is necessary for the proper performance of their duties.

4.4.7 Without prejudice to paragraph 4.4.3, the NETSO and each of its Affiliates may use and pass to each other any BM Unit Metered Volumes data supplied to or acquired by it under the Code for the purposes of its estimation and calculation of system maximum ACS (Average Cold Spell) demand as required from time to time for the purposes of the ESO Licence.

4.5 Additional provisions

4.5.1 The NETSO and BSCCo shall and may pass any relevant information and data relating to the BM Unit Metered Volumes (including, for the avoidance of doubt, all relevant metered data) of any of the BM Units comprising Generating Units which are the subject of qualifying arrangements (as defined in section 33 of the Act) to such person as may be specified from time to time pursuant to such qualifying arrangements.

4.5.2 The provisions of paragraphs 4.1 to 4.4 shall continue, for a period of three years after a Party ceases to be a Party to the Code irrespective of the reason for such cessation.

4.5.3 Each Party acknowledges and agrees that no Party shall be in breach of any obligation of confidentiality owed to it pursuant to the Code in reporting under Section U1.3.1 any breach of the Code or its belief (in good faith) that any such breach has occurred.

4.5.4 BSCCo shall and may pass to the REC Code Manager:

(a) data and information required under the REC Switching Data Management Schedule; and

(b) any relevant information and data reasonably required under the REC performance assurance framework.

4.6 Data ownership

4.6.1 References in the Code:

(a) to data include any information;

(b) to rights of ownership of data mean all IPRs in data (including IPRs in any database or other compilation or collection of data) and references to a person owning data shall be construed accordingly.

4.6.2 For the purposes of this paragraph 4.6:

(a) "**relevant party data**" in relation to a Party (other than BSCCo, the BSC Clearer and any Licensed Distribution System Operator acting in its capacity as a SMRA) means data which is to be provided to any relevant person by or on behalf of that Party (including by any Party Agent appointed by that Party) pursuant to any provision of the Code, including metering data derived (but not estimated, where such estimation is carried out by a relevant person other than that Party or its Party Agent) from any Metering System of which such Party is Registrant;

(b) "**relevant BSC data**" means data, including data derived from any relevant party data (but excluding any relevant party data), which is created, produced or acquired:

(i) pursuant to or for the purposes of the Code, or

(ii) pursuant to any process, procedure, calculation or determination provided for by the Code

by or on behalf of any relevant person;

(c) a "**relevant person**" is any of:

(i) ~~the Panel,~~ any ~~Panel~~Code Committee, any Workgroup, BSCCo, the BSC Clearer, any other Subsidiary of BSCCo, any BSC Agent and any SMRA;

(ii) any Party and any Party Agent appointed by any Party;

(d) references to the Code include any Code Subsidiary Document;

(e) any express provision of any other part of the Code as to the ownership of IPRs in data or to data ownership shall, so far as in conflict with, prevail over the provisions of this paragraph 4.6.

4.6.3 Each Party grants to each relevant person a non-exclusive licence to use the relevant party data provided by or on behalf of that Party to the extent necessary and solely for the purposes contemplated by the Code (including for the avoidance of doubt, pursuant to paragraph 11), together with the right to sub-license the use of such data as necessary solely for those purposes.

4.6.4 Each Party other than BSCCo and the BSC Clearer shall (without payment) use all reasonable endeavours to ensure that, and warrants to BSCCo (for itself and for the benefit of all other relevant persons), in each case in respect of its relevant party data used or to be used in Settlement, that:

(a) the provision to any relevant person pursuant to the Code of all such relevant party data;

(b) the use and disclosure of all such relevant party data by any relevant person pursuant to, or as and for the purposes contemplated, by the Code;

(c) the publication of any such relevant party data as provided for by or contemplated by the Code;

(d) the operation of paragraph 4.6.5 in relation to any such relevant BSC data derived from relevant party data

will not, as far as it is aware, infringe the IPRs of any person, or be contrary to any obligations of confidence or be in breach of any obligation or duty to any third party and each Party hereby indemnifies BSCCo (for itself and for the benefit of each other relevant person (other than itself)) in respect of any loss, liability, damages, costs (including legal costs), expenses, claims and proceedings which such relevant person may suffer or incur by reason of any breach by that Party of its obligations under this paragraph 4.6.4.

4.6.5 So far as there are any IPRs in any relevant BSC data created, produced or acquired by or on behalf of any relevant person:

(a) all IPRs in the relevant BSC data in Great Britain and in relation to Offshore shall (as between BSCCo and all other relevant persons but without prejudice to the provisions of any BSC Agent Contract as to such ownership) be the property of and vest in BSCCo;

(b) subject to the other provisions of this paragraph 4, to the extent to which such data is (pursuant to provisions of the Code) provided to or available to any relevant person, that relevant person is authorised to use and disclose such data for purposes contemplated by the Code and in connection with its operations under the Code; and

(c) the other relevant person shall do all such things and sign all documents or instruments reasonably necessary in the opinion of BSCCo to enable BSCCo to obtain, perfect and prove its rights in the relevant BSC data.

4.6.6 For the purposes of any warranties, undertakings or assurances given or to be given by a Party pursuant to any provision of the Code (including paragraph 4.6.4), such warranties, undertakings and assurances shall be treated as given subject to any matter which is contained or referred to in the "IPR Litigation Requirements" document referred to in Section A2.2.5and accordingly any such matter shall be deemed to be disclosed against any such warranty, undertaking or assurance.

4.7 Other Intellectual Property Rights

4.7.1 The Intellectual Property Rights in and title to the BSCCo Materials in Great Britain and in relation to Offshore shall, as between BSCCo and all other Parties, be owned by BSCCo (or by a Subsidiary of BSCCo on behalf of BSCCo).

4.7.2 Each Party hereby assigns to BSCCo by way of assignment of all present and future rights all IPRs it may have at any time in the BSCCo Materials in Great Britain and in relation to Offshore (except to the extent those rights are already owned by BSCCo).

4.7.3 By virtue of this paragraph 4.7, all IPRs in the BSCCo Materials in Great Britain and in relation to Offshore will vest in BSCCo on their creation or acquisition.

4.7.4 Each Party shall do all things and sign all documents or instruments reasonably necessary in the opinion of BSCCo to enable BSCCo to obtain, perfect and prove its rights in the BSCCo Materials.

4.7.5 Each Party hereby waives, or shall use all reasonable endeavours to procure that the owner of any moral rights in the BSCCo Materials waives, all such moral rights as may arise in them.

4.7.6 Insofar as BSCCo (or any Subsidiary of BSCCo which owns BSCCo Materials) is permitted subject to the rights of any third party in respect thereof, BSCCo hereby grants (and shall procure that any of its Subsidiaries which own BSCCo Materials shall grant) to each Party a non-exclusive licence to use the BSCCo Materials to the extent necessary and solely for its business in connection with the arrangements established under the Code, together with the right to sub-license the use of such materials as necessary solely for those purposes.

4.8 Data Protection – Controller Obligations

4.8.1 The words and expressions used in this paragraph and not defined elsewhere in the Code shall be interpreted in accordance with any meaning given to them in the Data Protection Legislation.

4.8.2 Where a Party (including BSCCo) acts as a Controller in Processing Relevant BSC Personal Data then it shall be a BSC Controller.

4.8.3 This paragraph 4.8 sets out the obligations of each BSC Controller when acting as a Controller in respect of the Processing of Relevant Personal BSC Data.

4.8.4 Each BSC Controller confirms that it has effected, and undertakes that it shall maintain, all such notices and registrations as it is required to effect and maintain under the Data Protection Legislation to enable it lawfully to perform the obligations imposed on it by the Code, and exercise the rights granted to it by the Code.

4.8.5 In relation to Relevant BSC Personal Data, each BSC Controller undertakes to comply with the Data Protection Legislation, including ensuring, in respect of Relevant BSC Personal Data to be shared or otherwise Processed pursuant to the Code, that the BSC Controller has a lawful basis for such sharing and other Processing.

4.8.6 Without limiting paragraph 4.8.5, the BSC Controller shall:

(a) provide to relevant Data Subjects, the information required by the Data Protection Legislation to be provided by them in respect of the Processing of Relevant BSC Personal Data;

(b) comply with the Data Protection Legislation as regards the exercise of rights by Data Subjects in respect of Relevant BSC Personal Data for which it is the Controller. In particular, each BSC Controller shall designate its own contact point responsible for dealing with data protection queries, requests or complaints raised by relevant Data Subjects; and

(c) be responsible for notifying the Commissioner and Data Subjects (if applicable) in case of a Personal Data Breach relating to Relevant BSC Personal Data in accordance with Data Protection Legislation.

4.9 Data Protection – Processor Obligations

4.9.1 The words and expressions used in this paragraph and not defined elsewhere in the Code shall be interpreted in accordance with any meaning given to them in the Data Protection Legislation.

4.9.2 It is acknowledged that (subject to paragraph 4.9A), in performing its Settlement functions under the Code, BSCCo shall be a BSC Processor on behalf of one or more BSC Controllers. Each BSC Controller acknowledges and agrees that:

(a) the nature of the Processing is the collection, storage, validation and aggregation of the Relevant BSC Personal Data together with the use of such data in the determination of amounts payable by way of Trading Charges;

(b) the purpose and the subject matter of the Processing is the performance by BSCCo of its functions, roles and responsibilities set out in the Code (including Settlement);

(c) the duration of the Processing is in relation to Relevant BSC Personal Data used solely in relation to the purpose described in paragraph 4.9.2(b), or for the duration otherwise determined by BSCCo~~the Panel~~;

(d) the categories of Data Subject are domestic electricity consumers and micro business customers (as defined in each Supply Licence);

(e) the types of personal data are the Relevant BSC Personal Data.

4.9.3 Where any other Party acts as a Processor in Processing Relevant BSC Personal Data, then it shall be a BSC Processor on behalf of one or more BSC Controllers. Where this is the case, the purpose of the Processing will be performance of Code obligations, and the subject matter and nature of the Processing, and the type of Personal Data that is being Processed, is described in the relevant BSC Section or Code Subsidiary Document.

4.9.4 Each BSC Processor shall:

(a) only Process the Relevant BSC Personal Data for the purposes permitted by this Code (which represents the documented instructions of the BSC Controllers), and not in a manner that the BSC Processor knows (or should reasonably know) is likely to cause the BSC Controllers to breach their obligations under the Data Protection Legislation (subject to paragraph (b) below);

(b) if the BSC Processor is of the opinion that any requirement of paragraph (a) above breaches the Data Protection Legislation, the BSC Processor shall immediately inform:

(i) the entity (or entities) that the BSC Processor reasonably understands to be the BSC Controller(s); and

(ii) the relevant Code Committee~~Panel~~,

in each case giving details of the breach or potential breach (except to the extent that the Processor is prohibited from doing so by any of its other obligations under law);

(c) ensure that the Processor's personnel who are authorised to Process Relevant BSC Personal Data are under enforceable obligations of confidentiality;

(d) (having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects) implement appropriate technical and organisational measures to ensure that the Relevant BSC Personal Data is Processed in compliance with the Data Protection Legislation and is protected against accidental or unlawful loss, destruction, damage, alteration or disclosure. Where BSCCo is the BSC Processor, BSCCo shall comply with its security policies, as are in place from time to time, in order to comply with its obligations under this sub-clause;

(e) (taking into account the nature of the Processing and the information available to the Processor) assist the BSC Controllers with their obligations to comply with Data Subject Rights Requests in respect of that Relevant BSC Personal Data (through, insofar as is possible, the use of appropriate technical and organisational measures);

(f) (taking into account the nature of the Processing and the information available to the Processor), provide reasonable assistance to the BSC Controllers in complying with any enquiry made, or investigation or assessment initiated, by the Commissioner in respect of the Processing of that Relevant BSC Personal Data;

(g) notify without undue delay after becoming aware of a personal data breach:

(i) the entity (or entities) that the BSC Processor reasonably understands to be the BSC Controller(s); and

(ii) the relevant Code Committee~~Panel~~,

in the event that the BSC Processor becomes aware of a personal data breach in relation to Relevant BSC Personal Data. Taking into account the nature of the Processing and the information available to the BSC Processor, the BSC Processor shall liaise with the relevant Code Committee~~Panel~~ to provide all reasonably necessary assistance to the BSC Controllers in order to enable the BSC Controllers to comply with their obligations under Data Protection Legislation to notify the Commissioner and Data Subjects. The BSC Processor shall only take instructions from, and provide information to, the relevant Code Committee~~Panel~~ acting on behalf of all relevant BSC Controllers;

(h) upon request by the relevant Code Committee~~Panel~~ (on behalf of BSC Controllers generally), provide all such reasonable and timely assistance as the relevant Code Committee~~Panel~~ may require in order to conduct an impact assessment in accordance with Data Protection Legislation;

(i) upon termination or expiry of the Processing in connection with which the BSC Processor Processes the Relevant BSC Personal Data, destroy the Relevant BSC Personal Data that is within its possession or control (including where subcontracted to a third party), save that this requirement shall not apply to the extent that the Processor: (i) is required by a Legal Requirement to retain the Relevant BSC Personal Data in which instance the Processor shall become a BSC Controller of such data; and/or (ii) continues to process the Relevant BSC Personal Data for other lawful purposes (either as a Controller or as a Processor on behalf of other Controllers); and

(j) permit any person appointed or approved by the relevant Code Committee~~Panel~~ to audit compliance with this paragraph 4.9 and make available, on request, all information reasonably necessary to demonstrate such compliance.

4.9.5 Each BSC Processor shall ensure that its sub-processors, in respect of the Relevant BSC Personal Data, are subject to written contractual obligations in respect of the Processing of that Relevant BSC Personal Data which are substantially the same as the Processor obligations under the Code.

4.9.6 Each BSC Controller hereby gives each BSC Processor general authorisation to engage sub-processors from time to time as deemed necessary by that BSC Processor to fulfil functions required by the Code. Each BSC Controller hereby confirms that it does not object to the engagement of any sub-processors engaged in accordance with this paragraph at any time. Where a sub-processor is appointed (including changes to appointed sub-processors) in accordance with this paragraph, the BSC Processor shall maintain a list of sub-processors (including details of the processing it performs or will perform) and provide such list of then current sub-processors, from time to time, to the relevant Code Committee~~Panel~~ (on behalf of the BSC Controllers collectively) and publish that list on the BSC Website.

4.9.7 Notwithstanding such general consent to appointment of sub-processors under paragraph 4.9.6, the relevant Code Committee~~Panel~~ (acting on behalf of the BSC Controllers collectively), may object to the appointment of a sub-processor on reasonable grounds relating to the protection of Relevant BSC Personal Data. In the case of such an objection, the BSC Processor will either not appoint the sub-processor or, if already appointed, terminate the sub-processor's services (either immediately if the sub-processor has caused a breach of any of the BSC Processor obligations under this paragraph 4.9 or otherwise within

a reasonable timescale of the relevant Code Committee~~Panel~~'s objection, without resulting in a lack of continuity of BSCCo's obligations under this Code).

4.9.8 Each BSC Processor shall not transfer or process the Relevant BSC Personal Data outside the United Kingdom and European Economic Area unless the BSC Processor has taken such measures as are necessary to ensure the transfer is in compliance with Data Protection Legislation, which may include transferring the Relevant BSC Personal Data to a recipient:

(a) in a country that the Secretary of State has decided provides adequate protection for Personal Data;

(b) that has achieved binding corporate rules authorisation in accordance with Data Protection Legislation; or

(c) with whom it has that has executed relevant standard contractual clauses adopted or approved by the Secretary of State or otherwise permitted by the Data Protection Legislation and in respect of which it has carried out an adequate transfer risk assessment and provided a copy of such assessment to the BSC Controller on request.

4.9A Data Protection – Further Provisions

4.9A.1 It is acknowledged and agreed that BSCCo may need to Process Relevant BSC Personal Data in order to perform its performance assurance obligations, role and functions under the Code. It is further acknowledged and agreed that for such purposes, BSCCo is acting as a BSC Controller in respect of any Relevant BSC Personal Data that it Processes and accordingly paragraph 4.8 applies.

4.9A.2 Other than as required under the Code, BSCCo may only Process Relevant BSC Personal Data (including sharing Relevant BSC Personal Data with a third party controller) where:

(a) that third party is required or permitted to Process Relevant BSC Personal Data pursuant to a Legal Requirement or the terms of a Nominated Agreement or Industry Code;

(b) the basis and terms on which that third party may Process the Relevant BSC Personal Data are specified in, or pursuant to, such Legal Requirement, Nominated Agreement or Industry Code;

(c) BSCCo has entered into data sharing agreements with that third party on terms that, amongst other things, complies with Data Protection Legislation and limits any uses of the Relevant BSC Personal Data to that which is necessary for the purposes of the Code or the purposes of the relevant Legal Requirement, Nominated Agreement or Industry Code.

4.10 Privilege

4.10.1 No Party shall be required to produce documents pursuant to any provision of the Code or Code Subsidiary Documents which such Party could not be compelled to produce in civil proceedings in any court in England or Wales or to supply information which such Party could not be compelled to give in evidence in any such proceedings.

4.10.2 For the avoidance of doubt, nothing in the Code or any Code Subsidiary Document shall require ~~the Panel or~~ BSCCo to disclose documents to any person which BSCCo or any other Party could not be compelled to produce in civil proceedings in any court in England or

Wales or to supply information which BSCCo or any other Party could not be compelled to give in evidence in any such proceedings.

5. AUDIT

5.1 BSC Audit

5.1.1 The BSC Auditor shall be appointed in order to undertake, subject to paragraph 5.1.6, an operational audit in relation to each BSC Year (the "**Audit Year**"), or such other period of time as BSCCo~~the Panel~~ may determine, on behalf of Parties (the "**BSC Audit**") and such other ad hoc operational audits as BSCCo~~the Panel~~ may direct from time to time.

5.1.2 The objective of the BSC Audit is to provide assurance (to such level as BSCCo in consultation with the Stakeholder Advisory Forum, having taken full and proper account of any recommendation by the Stakeholder Advisory Forum,~~the Panel~~ considers appropriate) that the provisions of the Code and Code Subsidiary Documents in relation to Settlement and in relation to the calculation of Funding Shares have been complied with in the Audit Year.

5.1.3 The scope of the BSC Audit (save to the extent covered by the scope of the audit to be carried out by the BM Auditor under paragraph 5.1.6) shall include:

(a) the submission and application of standing and periodic data, used in connection with Settlement, by Parties and Party Agents;

(b) the processes applied to such data pursuant to the Code and Code Subsidiary Documents;

(c) the determinations and calculations made by Market Index Data Providers in the provision of Market Index Data (but only to the extent provided in the relevant Market Index Data Provider Contract);

(d) the determinations and calculations made by BSC Agents and BSCCo where it provides the Profile Administration Services for the purposes of Settlement;

(e) the systems, processes and procedures used and applied (by BSC Agents and BSCCo) for the purposes of or in connection with the foregoing,

provided that from the Performance Assurance Effective Date BSCCo~~the Panel~~ may determine a different scope for the BSC Audit with respect to Supplier Volume Allocation.

5.1.4 The scope of the BSC Audit shall not include:

(a) the registration of Metering Systems in accordance with the Retail Energy Code;

(b) the application by BSCCo of the compensation provisions under Section M4.

5.1.5 BSCCo~~The Panel~~ may also, at any time, request the BSC Auditor to undertake an ad hoc operational audit, test, review or check, which may include a review of all or any of the Code Subsidiary Documents for the purposes of determining whether they are appropriate to give effect to the Code in accordance with the ~~objectives set out in Section B1.2~~Code Manager Objectives.

5.1.6 The following matters shall be audited by an independent auditor of internationally recognised standing appointed by the NETSO (the "**BM Auditor**"), rather than by the BSC

Auditor, and the provisions of paragraph 5.7 shall apply to the audits to be carried out by the BM Auditor:

(a) the compiling and submission of Final Physical Notification Data by the NETSO pursuant to and in accordance with Section Q;

(b) the compiling and submission of Bid-Offer Data by the NETSO pursuant to and in accordance with Section Q;

(c) the compiling and submission of Acceptance Data by the NETSO pursuant to and in accordance with Section Q;

(d) the submission of other data by the NETSO pursuant and in accordance with Section Q6.

5.1.7 For the avoidance of doubt, the BSC Auditor and the BM Auditor may be the same person.

5.2 Terms of reference for BSC Auditor

5.2.1 The terms of reference for the BSC Audit to be carried out by the BSC Auditor shall be set by BSCCo~~the Panel~~ consistent with the BSC Service Description for Audit and in consultation with the Stakeholder Advisory Forum, having taken full and proper account of any recommendation by the Stakeholder Advisory Forum.

5.2.2 In establishing and amending the terms of the BSC Service Description for Audit from time to time and in setting the terms of reference from time to time of the BSC Audit to be carried out by the BSC Auditor, BSCCo~~the Panel~~ shall have regard to:

(a) the extent to which other aspects of the performance assurance regime provide assurance to Parties as to the matters to which the BSC Audit relates;

(b) the extent to which it is more cost-effective to verify such matters centrally; and

(c) the extent to which such matters are capable of being verified by Parties severally and independently.

5.2.3 The terms of reference shall include:

(a) thresholds of materiality for the purposes of paragraph 5.4.2;

(b) the form and frequency of audit reports and the qualifications permitted to each investigation; and

(c) any specific matters which BSCCo~~the Panel~~ wish the BSC Auditor to address.

5.2.4 BSCCo~~The Panel~~ may vary the terms of reference for the BSC Audit to be carried out by the BSC Auditor from year to year and within the Audit Year.

5.2.5 BSCCo shall provide a copy of the prevailing terms of reference for the BSC Audit to be carried out by the BSC Auditor to the Authority, each Party and each relevant BSC Agent.

5.3 Required contract terms

5.3.1 The terms of the relevant BSC Agent Contract shall require the BSC Auditor:

(a) to disclose to BSCCo~~the Panel~~ the existence and nature of all assignments of the BSC Auditor with any Party or BSC Agent or Market Index Data Provider or

service provider of Profile Administration Services referred to in Section C9.3.1 for the carrying out of financial audits;

(b) to permit the external auditors of each Trading Party and the NETSO to liaise with the BSC Auditor in accordance with normal professional standards, including provision of access to working papers;

(c) to require the BSC Auditor to report forthwith any material concerns with respect to matters forming the subject of a BSC Audit;

(d) as a condition precedent to its appointment, to execute a confidentiality undertaking, in such form as may be reasonably required from time to time by BSCCo~~the Panel~~, in favour of:

(i) each BSC Agent;

(ii) each Market Index Data Provider; and

(iii) BSCCo on behalf of each Party;

(e) with (and only with) the consent of BSCCo~~the Panel~~, to execute a confidentiality undertaking, in such form as may be reasonably required from time to time by BSCCo~~the Panel~~, in favour of such other person as may request the BSC Auditor to do so in connection with the BSC Audit.

5.3.2 BSCCo shall take such steps (pursuant to the terms contained in the relevant BSC Agent Contract pursuant to paragraph 5.3.1(b)) as any Trading Party or the NETSO may reasonably request to ensure that the BSC Auditor co-operates with such Trading Party's and the NETSO's external auditors.

5.3.3 The BSC Auditor may be appointed to act as BSCCo's agent (if applicable) in relation to the Qualification Process (or any part thereof) for the purposes of the Code but shall not otherwise be appointed to carry out any functions of any other BSC Agent or any Market Index Data Provider.

5.3.4 If the BSC Auditor is also appointed to act as BSCCo's agent in relation to the Qualification Process (or any part thereof), the BSC Auditor shall not be required to comply with the provisions of this paragraph 5.3 in the exercise of its functions and duties as that agent.

5.4 Reporting

5.4.1 Unless otherwise established by BSCCo~~the Panel~~, the results of the BSC Audit to be carried out by the BSC Auditor will be reported with the delivery of an opinion (the "**BSC Audit Report**") at a time set out in the terms of reference for the BSC Auditor.

5.4.2 The BSC Auditor will not be required to report in respect of particular matters with a potential financial impact below such threshold as BSCCo~~the Panel~~ shall from time to time determine.

5.4.3 The BSC Audit Report shall be addressed to BSCCo~~the Panel~~ for and on behalf of Trading Parties and the NETSO in the Audit Year, and shall include all of the BSC Auditor's findings and conclusion.

5.4.4 The BSC Auditor shall deliver the BSC Audit Report to BSCCo~~the Panel~~ and shall, , upon request from BSCCo~~the Panel~~, send copies of the report to the Performance Assurance Board, each Trading Party, the NETSO and the Authority.

5.4.5 BSCCo shall procure the production by the BSC Auditor of a version of the BSC Audit Report that is suitable for publication (having regard to the provisions of paragraph 4.3.4).

5.4.6 BSCCo shall post on the BSC Website the version of the BSC Audit Report referred to in paragraph 5.4.5 and shall provide a copy thereof to any person upon request, subject to payment of the reasonable costs of providing such copy.

5.5 Access/co-operation

5.5.1 Without prejudice to any specific rights of access provided for elsewhere, each of the Parties shall use its reasonable endeavours to procure for the BSC Auditor access to premises, personnel, data, information and records sufficient to enable the BSC Auditor properly to undertake the BSC Audit to be carried out by the BSC Auditor in accordance with the terms of reference and having regard to its purpose as set out in paragraph 5.1.2.

5.5.2 Without prejudice to any specific rights of access provided for elsewhere, each BSC Agent (other than the BSC Auditor) and any service provider of Profile Administration Services referred to in Section C9.3.1 shall be required to provide to the BSC Auditor access to:

(a) the systems, system specifications and other systems documents used by that BSC Agent or service provider in connection with performing its obligations and functions as BSC Agent or service provider of Profile Administration Services; and

(b) its premises, personnel, data, information and records,

sufficient to enable the BSC Auditor properly to undertake the BSC Audit in accordance with its terms of reference.

5.5.3 Upon written request of the BSC Auditor a Party shall promptly provide the BSC Auditor with a written statement of all disputes under or in connection with the Code which relate to the subject matter of the BSC Audit to be carried out by the BSC Auditor, which are then outstanding and which involve such Party or which the relevant Party believes may arise and are likely to involve such Party, and (subject to any supervening obligations of confidentiality binding on such Party) such statement shall include reasonable details of each such dispute.

5.6 Corrective Action

5.6.1 BSCCo shall instruct the relevant BSC Agent(s), Market Index Data Providers and/or service provider of Profile Administration Services referred to in Section C9.3.1 (as applicable) to carry out, or shall carry out, such corrective action as may be required by BSCCo ~~the Panel~~ consequent on receipt of the BSC Audit Report.

5.6.2 Each relevant BSC Agent, Market Index Data Provider and service provider of Profile Administration Services referred to in Section C9.3.1 shall promptly take such corrective action as may be required by BSCCo in accordance with paragraph 5.6.1.

5.7 BM Auditor

5.7.1 The audits to be carried out by the BM Auditor pursuant to paragraph 5.1.6 in relation to the matters referred to in that paragraph shall:

(a) form part of the BSC Audit for the purposes of the Code;

(b) be carried out to meet the objective set out in paragraph 5.1.2.

5.7.2 The NETSO shall develop the terms of reference for the BM Auditor in consultation with BSCCo~~the Panel~~ such as to satisfy the requirements of this paragraph 5.7, and may revise such terms of reference from time to time in consultation with BSCCo~~the Panel~~.

5.7.3 The NETSO shall provide a copy of the terms of reference of the BM Auditor (as revised from time to time) to BSCCo, and BSCCo shall make a copy thereof available to the Authority and each Party.

5.7.4 The provisions of paragraph 5.4 shall apply mutatis mutandis to the audits to be carried out by the BM Auditor (as if references to the BSC Auditor were references to the BM Auditor and references to the BSC Audit Report were references to the audit report prepared by the BM Auditor).

5.7.5 As soon as reasonably practicable after the provision of any audit report by the BM Auditor pursuant to this paragraph 5.7, the NETSO shall propose to BSCCo~~the Panel~~ any corrective action which is necessary as a consequence of the audit report and the NETSO shall take such corrective action as may be agreed with BSCCo~~the Panel~~.

5.7.6 The costs of carrying out any such audit by the BM Auditor shall, subject to the prior approval of such costs by BSCCo~~the Panel~~, be charged to BSCCo and shall be treated as BSC Costs for the purposes of Section D.

6. LIABILITY AND RELATED ISSUES

6.1 Relationship between Parties

6.1.1 Save as otherwise expressly provided in the Code:

(a) the obligations of each Party under the Code are several;

(b) a Party shall not be responsible for the obligations or liabilities of any other Party;

(c) subject to paragraph 3.1.3, the failure of any Party to carry out all or any of its obligations under the Code shall not relieve any other Party of all or any of its obligations under the Code.

6.1.2 In respect of those obligations of a Party under the Code which are several, such Party shall indemnify and keep indemnified each other Party from and against all losses, costs (including legal costs), claims and expenses which such other Party may suffer or incur as a result of being held liable by operation of law for the performance or non-performance of all or any of the obligations of that Party.

6.1.3 In any case where the Code provides for Trading Parties jointly and severally:

(a) to give any indemnity to any person, or

(b) to incur or assume or accept any other liability

then (unless the Code otherwise provides) the Trading Parties shall, as between themselves, be liable under such indemnity or for such other liability severally in their Annual Funding Shares applying in relation to the month in which the request for indemnification was made and shall be entitled to rights of contribution among themselves accordingly.

6.1.4 The rights and obligations of Parties under the Code (as between themselves) are subject to the further provisions of Section E and this Section H.

6.2 Limitation of liability

6.2.1 For the purposes of this paragraph 6.2, references to a Party includes any of its officers, employees or agents.

6.2.2 Subject to the succeeding provisions of this paragraph 6.2, each Party agrees and acknowledges that:

(a) no Party shall be liable to any other Party for loss arising from any breach of the Code other than for loss directly resulting from such breach and which at the Code Effective Date was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

(i) physical damage to the property of any other Party, and/or

(ii) the liability (in law) of any other such Party to any other person for loss in respect of physical damage to the property of such person;

(b) no Party shall in any circumstances be liable in respect of any breach of the Code to any other Party for:

(i) any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working; or

(ii) any indirect or consequential loss; or

(iii) except as provided in paragraphs 6.2.2(a)(ii) and 6.2.4, loss resulting from the liability of any other Party to any other person howsoever and whensoever arising.

6.2.3 Paragraph 6.2.2 is without prejudice to any provision of the Code which provides for an indemnity, or which provides for any Party to make a payment to another.

6.2.4 Nothing in the Code shall exclude or limit the liability of any Party for death or personal injury resulting from the negligence of such Party.

6.3 Exclusion of certain rights and remedies

6.3.1 Subject to paragraph 6.3.7, the rights and remedies of the Parties provided under the Code are exclusive and not cumulative and exclude and are in place of all substantive rights or remedies express or implied and provided by common law or statute in respect of the subject matter of the Code, including any rights which any Party may possess in tort (which shall include actions brought in negligence and/or nuisance) or for breach of trust.

6.3.2 Subject to paragraph 6.3.7 and 6.3.5, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases a Party which is liable to another (or others), its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the Code and undertakes not to enforce any of the same except as expressly provided herein.

6.3.3 The provisions of paragraphs 6.3.1 and 6.3.2 are without prejudice to a Party's right to any equitable remedies and/or interim relief which may be available to the Party.

6.3.4 For the avoidance of doubt, nothing in this paragraph 6.3 shall apply to:

(a) any rights and remedies which one Party may have against another pursuant to any bilateral agreement entered into in connection with or in consequence of the arrangements established by the Code; and

(b) the rights and remedies which a Party may have against another Party pursuant to the Implementation Scheme or any other agreement entered into pursuant to the Code, provided that a Party shall not be entitled to recover damages or an account more than once in respect of the same matter.

6.3.5 Without prejudice to paragraph 6.3.1, where any provision of the Code provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of the Code, each Party agrees and acknowledges that the remedy conferred by such provision is exclusive of and is in substitution for any remedy in damages or an account in respect of such breach or the event or circumstance giving rise thereto.

6.3.6 For the avoidance of doubt, nothing in this paragraph 6.3 shall prevent any Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to the Code but without prejudice to the provisions of Section C and Section N in relation to the enforcement of rights under the Code.

6.3.7 Nothing in this paragraph 6.3 shall constitute a waiver by any Party of any right or remedy it may have (other than pursuant to the Code) in respect of a breach by any other Party of any Legal Requirement.

6.4 General provisions

6.4.1 Each Party acknowledges and agrees that each of the other Parties holds the benefit of the provisions of this paragraph 6 for itself and as trustee and agent for its officers, employees and agents.

6.4.2 Each provision of this paragraph 6 shall be construed as a separate and severable contract term, and shall remain in full force and effect and shall continue to bind the Parties even if a Party ceases to be a Party to the Code or the Code is terminated.

6.4.3 Each Party acknowledges and agrees that the provisions of this paragraph 6 have been the subject of discussion and are fair and reasonable having regard to the circumstances as at the Code Effective Date.

6.4.4 Where any provision of the Code provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of the Code, each Party agrees and acknowledges that such provision has been the subject of discussion, and that the amount provided to be payable represents no more than a genuine pre-estimate of the loss of the Party to which such amount is payable.

6.4.5 References in this paragraph 6 to the Code include the Framework Agreement and Code Subsidiary Documents.

7. DISPUTE RESOLUTION

7.1 Arbitration

7.1.1 Save where expressly stated in the Code to the contrary and subject to any contrary provision of the Act, any Licence, any EMR Legal Requirement or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any Licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under, out of or

in connection with the Code between any one or more Parties shall be and is hereby referred to arbitration pursuant to the arbitration rules of The London Court of International Arbitration in force from time to time.

7.1.2 For the avoidance of doubt, the provisions of paragraph 7.1.1 shall not apply in respect of any dispute by any Party with BSCCo~~the Panel~~, any Code~~Panel~~ Committee or any Workgroup.

7.1.3 Whatever the nationality, residence or domicile of any Party and wherever the dispute or difference or any part thereof arose the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be London, the arbitration proceedings be conducted in the English language and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.

7.1.4 Where a dispute is referred to arbitration pursuant to paragraph 7.1.1, BSCCo~~the Panel~~ may, following consultation with Parties, ~~instruct BSCCo to~~ join in such arbitration proceedings for the purposes of representing, in accordance with terms of reference set by BSCCo~~the Panel~~, the interests of any Party not party to the arbitration proceedings, or the interests of all or any class of Parties collectively.

7.1.5 Each Party shall give notice to BSCCo promptly upon referring any dispute or difference to arbitration pursuant to paragraph 7.1.1.

7.1.6 Subject to any serious irregularity (as defined in section 68(2) of the Arbitration Act 1996) or where a Party successfully appeals the arbitral award on a point of law in accordance with section 69 of the Arbitration Act 1996, the decision of the arbitrator pursuant to a reference under paragraph 7.1.1 shall be final and binding on each of the Parties and the Parties shall comply with such decision provided that (for the avoidance of doubt) the arbitrator shall not have the power to modify the Code.

7.1.7 Subject to any contrary award by the arbitrator, each Party to the arbitration shall bear its own costs in relation to the arbitration and an equal share of the fees and expenses of the arbitrator.

7.1.8 The provisions of this paragraph 7.1 are subject to the provisions of Section W.

7.1.9 References in this paragraph 7.1 to the Code include the Framework Agreement and Code Subsidiary Documents.

7.2 Third Party Claims

7.2.1 Subject always to paragraph 7.2.4, if:

(a) any designated customer (as defined in the Supply Licence) brings any legal proceedings in any court (as referred to in the Civil Procedure Act 1997) against one or more persons, any of which is a Party (the "**Defendant Contracting Party**"); and

(b) the Defendant Contracting Party wishes to make a Third Party Claim against any other Party (a "**Contracting Party**") which would, but for this paragraph 7.2, have been a dispute or difference referred to arbitration by virtue of paragraph 7.1

then, notwithstanding the provisions of paragraph 7.1 which shall not apply and in lieu of arbitration, the court in which the legal proceedings have been commenced shall hear and

completely determine and adjudicate upon the legal proceedings and the Third Party Claim not only between the designated customer and the Defendant Contracting Party but also between either or both of them and any other Contracting Party whether by way of third party proceedings (pursuant to the Civil Procedure Rules 1998) or otherwise as may be ordered by the court.

7.2.2 Where a Defendant Contracting Party makes a Third Party Claim against any Contracting Party and such Contracting Party wishes to make a Third Party Claim against a further Contracting Party, the provisions of paragraph 7.2.1 shall apply mutatis mutandis as if such Contracting Party had been the Defendant Contracting Party and similarly in relation to any such further Contracting Party.

7.2.3 For the purposes of this paragraph 7.2, "**Third Party Claim**" shall mean a counterclaim by a defendant or any claim for contribution, indemnity or some other remedy.

7.2.4 The provisions of this paragraph 7.2 shall apply only if at the time the legal proceedings are commenced no arbitration has been commenced between the Defendant Contracting Party and another Contracting Party raising or involving the same or substantially the same issues as would be raised by or involved in the Third Party Claim and the tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.

8. REFERENCES TO THE AUTHORITY

8.1 General provisions

8.1.1 Where the Code expressly provides that a matter or question may be referred to the Authority for determination (as provided in Condition ~~E1of~~ 27.27of the ~~ESO~~ Code Manager Licence), the provisions of this paragraph 8 shall apply in the event of any such reference (unless and to the extent otherwise expressly stated).

8.1.2 Not used.~~The NETSO hereby appoints each of the Panel and BSCCo to refer to the Authority on behalf of the NETSO any question or other matter arising under any provision of the Code which pursuant to any such provision may be or is to be so referred.~~

8.1.3 The Authority may decline to determine the matter for whatever reason, in which case (unless otherwise provided in the Code) the decision of the ~~Panel,~~ Code~~Panel~~ Committee or BSCCo (as the case may be) shall take effect, but without prejudice to the rights of any Party to bring a claim in respect of the decision of the Code~~Panel, Panel~~ Committee or BSCCo (as the case may be) to the extent permitted in law.

8.1.4 If the Authority agrees to determine the matter:

(a) the Authority may do so in such manner and using such procedures as it considers fit;

(b) the Authority may undertake such investigations and require such information and documentation from Parties, Party Applicants, Party Agents, BSC Agents and Qualified Persons as it considers fit for the purposes of determining the matter provided a Party shall not be compelled to produce any document or provide any information which it could not be compelled to produce or provide in evidence in any civil proceedings in any court in England or Wales;

(c) the decision of the Authority shall be final and binding on the Parties, Party Applicants, Party Agents, BSC Agents and Qualified Persons.

8.1.5 E~~The Panel, e~~ach Party and each BSC Agent shall co-operate with the Authority and provide or procure the provision of such information and documentation as the Authority may require (subject to the proviso in paragraph 8.1.4(b)) for the purposes of determining the matter.

8.1.6 Pending:

(a) any decision of the Authority to accept or decline a reference to it pursuant to the Code; or

(b) any determination of the matter,

the decision forming the subject of such reference shall be implemented unless and to the extent that the Authority instructs otherwise and provided that, if the Authority's determination of such matter is different from such decision, the effect of the decision can be reversed without undue difficulty or additional material expense and/or without significant expense incurred in implementing the decision being wasted.

8.1.7 BSCCo shall notify each Party as soon as reasonably practicable of:

(a) the referral of any matter to the Authority under the Code;

(b) any decision of the Authority to decline jurisdiction as envisaged by paragraph 8.1.3;

(c) any instruction given by the Authority as envisaged by paragraph 8.1.6; and

(d) any determination of the Authority in relation to the matter or matters referred to it.

9. GENERAL

9.1 Assignment

9.1.1 Unless permitted to do so pursuant to Section A2.7 or Section A5.1.6, a Party shall not assign and/or transfer and shall not purport to assign or transfer any of its rights or obligations under the Code or the Framework Agreement, provided that a Party may assign, subject to Section N2.4 to 2.7 (inclusive), by way of security only all or any of its rights over receivables arising under the Code.

9.2 Notices

9.2.1 Save as otherwise expressly provided in the Code or relevant BSC Procedure(s), any notice or other communication to be given by one Party to another under or in connection with the matters contemplated by the Code or the Framework Agreement shall be addressed to the recipient and sent to the postal address, facsimile number or e-mail address(es) of such other Party:

(a) in the case of a Party other than BSCCo, previously notified in accordance with its Party Details; or

(b) in the case of BSCCo, provided on the BSC Website, unless otherwise expressly provided in the relevant BSC Procedure(s).

9.2.2 Such notice or other communication, shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile or by e-mail, and shall be deemed to have been received:

(a) in the case of delivery by hand, when delivered; or

(b) in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail overseas or from overseas) on the fifth day following the day of posting; or

(c) in the case of facsimile, on acknowledgement of the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement; or

(d) subject to paragraph 9.2.4, in the case of e-mail one hour after being sent, in the absence of any undeliverable return receipt received by the sender during that period.

9.2.3 The provisions of this paragraph 9.2:

(a) extend to any notice or other communication to be given by or to BSCCo~~the Panel~~, any Code~~Panel~~ Committee or, any Workgroup ~~or any secretary to the Panel, any Panel Committee or a Workgroup~~; and

(b) apply, mutatis mutandis, to any notice or communication to be given under any Code Subsidiary Document; and

(c) are subject to Section O.

9.2.4 Other than in relation to a notice or communication sent by e-mail in respect of an Urgent Modification Proposal, if the time at which a notice or communication sent by e-mail is deemed to have been received falls after 1700 hours on a day, the notice or communication shall be deemed to have been received at 0900 hours on the following day.

9.2.5 Other forms of communication for the election of Stakeholder Advisory Board~~Industry Panel~~ Members in accordance with Section B11~~Section B Annex B-2~~ may be permissible as determined by BSCCo~~the Panel~~ from time to time.

9.2.6 Each Party acknowledges and agrees that the recipient of any notice or communication sent by e-mail in accordance with this paragraph 9.2 shall (on deemed receipt) be entitled to rely on the contents of such notice or communication, including for the avoidance of doubt, the identity of the sender.

9.3 Waiver

9.3.1 No delay by or omission of any Party, or BSCCo~~the Panel~~ or any Code~~Panel~~ Committee in exercising any right, power, privilege or remedy under the Code, the Framework Agreement or any Code Subsidiary Document shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

9.3.2 Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

9.3.3 For the avoidance of doubt, the Parties acknowledge and agree that nothing in the Code or any Code Subsidiary Document shall exclude or restrict or otherwise prejudice or affect any

of the rights, powers, privileges, remedies, duties and obligations of the Secretary of State or the Authority under the Act or any Licence or otherwise under applicable law.

9.4 Rights of Third Parties

9.4.1 Subject to paragraphs 6.4.1 and 9.4.4, the Parties do not intend that any third party shall have any rights, benefits, entitlements or privileges under the Code, the Framework Agreement and the Code Subsidiary Documents, and nothing in the Code, the Framework Agreement or any Code Subsidiary Document shall be construed as conferring or purporting to confer any such right, benefit, entitlement or privilege on any such person.

9.4.2 The Parties do not intend that any term of the Code, the Framework Agreement or any Code Subsidiary Document shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

9.4.3 Save for the Authority and BSCCo~~the Panel~~ as provided in Section F and, in respect of the Secretary of State, to the extent provided in Section C, no third party consent shall be required to rescind, vary or modify the Code or any Code Subsidiary Document (but without prejudice to the rights of BSC Agents under their respective BSC Agent Contracts in respect of any change to such BSC Agent Contract).

9.4.4 Any person who is not a Party but who is permitted to propose a Modification Proposal pursuant to Section F shall have the rights, benefits, entitlements and privileges of a Proposer under Section F from the date when that Modification Proposal is accepted until the earlier of that Modification Proposal being nullified, withdrawn, rejected or approved and the provisions of paragraph 9.4.2 shall be interpreted accordingly.

9.5 Language

9.5.1 Every notice or other communication to be given by one Party to another under the Code or any Code Subsidiary Document shall be in the English language.

9.6 Severance of Terms

9.6.1 If any provision of the Code or any Code Subsidiary Document is or becomes invalid, unenforceable or illegal, or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by order of any other Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Code and the Code Subsidiary Documents which shall continue in full force and effect notwithstanding the same.

9.7 Entire Agreement

9.7.1 The Code, the Framework Agreement and the Code Subsidiary Documents (as respects the Parties thereto) contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.

9.7.2 Each Party acknowledges that in entering into or acceding to the Framework Agreement it does not rely on any representation, warranty or other understanding not expressly contained in the Code.

9.7.3 Without prejudice to paragraph 2.2, nothing contained in a document (other than a Code Subsidiary Document) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving

effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

9.8 Euro

9.8.1 Unless otherwise prohibited by law, if more than one currency unit are at the same time recognised by the Bank of England as the lawful currency of the United Kingdom, then:

(a) any reference in the Code or Code Subsidiary Documents to, and obligations arising thereunder in, the currency of the United Kingdom shall be translated into, or paid in, the currency or currency unit of the United Kingdom designated by BSCCo~~the Panel~~ following consultation with the Parties;

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the Bank of England for the conversion of that currency or currency unit into the other, and rounded up or down in accordance with rounding rules recognised by the Bank of England;

(c) to the extent that, following any designation by BSCCo~~the Panel~~ pursuant to paragraph (a), the provisions of the Code or Code Subsidiary Documents are incompatible with any generally accepted conventions and market practices in the London interbank market, BSCCo may raise~~recommend to the Panel~~ such modifications to the Code and/or Code Subsidiary Documents as it sees fit to accommodate the change in currency.

9.9 Jurisdiction

9.9.1 Subject and without prejudice to paragraph 7, under the Code, all the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any disputes which may arise out of or in connection with the Code or any Code Subsidiary Document and that accordingly any suit, action or proceeding (collectively proceedings) arising out of or in connection with the Code or any Code Subsidiary Document may be brought (and may only be brought) in such courts.

9.9.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court as is referred to in paragraph 9.9.1 and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the English or Welsh courts, or the Scottish courts, shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.

9.9.3 Any Party which is not a company incorporated under the Companies Act 2006 shall immediately on becoming a Party (or upon ceasing to be a company so incorporated) provide to BSCCo an address in Great Britain for service of process on its behalf in any proceedings provided that if any such Party fails at any time to provide such address, such Party shall be deemed to have appointed BSCCo as its agent to accept service of process on its behalf until and unless such Party provides BSCCo with an alternative address in Great Britain for these purposes.

9.9.4 For the avoidance of doubt nothing contained in the foregoing provision of this paragraph 9.9 shall be taken as permitting a Party to commence proceedings in the courts where the Code otherwise provides for the proceedings to be referred to arbitration or otherwise determined.

9.10 Governing law

9.10.1 The Code and each Code Subsidiary Document shall be governed by, and construed in all respects in accordance with, the laws of England and Wales.

9.11 Directions related to national security

9.11.1 The Parties acknowledge that:

(a) the Secretary of State may issue a direction to the NETSO as referred to in condition B4 of the ESO Licence where, in the opinion of the Secretary of State, there is a risk relating to national security that may detrimentally impact the resilience, safety or security of the energy system, or the continuity of essential services, and it is in the interest of national security that a direction should be issued to the NETSO ("national security direction");

(b) the NETSO must comply with any such national security direction and is not required to comply with any other obligation in the ESO Licence, where and to the extent that compliance with that obligation would be inconsistent with the requirement to comply with such national security direction, for the period set out in that direction. This includes the requirement set out in condition E3 of the ESO Licence to comply with the Code;

(c) the NETSO is required under condition B4 of its ESO Licence to inform the Secretary of State of any conflict with the obligations as identified in 9.11.1(b) as soon as reasonably practicable after the conflict is identified. The NETSO will include in such a notice, details of any identified impact or non-compliance that will be caused or will be likely to be caused to Parties, and in such a case will also seek clarification of whether this can be shared with the affected Party.

9.11.2 Where reasonably practicable and subject to the agreement of the Secretary of State to share any such specific details, the NETSO will inform affected Parties as identified in 9.11.1(c) of what actions the NETSO will or has taken, or not taken, to comply with a national security direction or amended national security direction (including when such a direction is revoked) and what identified impact or non-compliance this will or is likely to cause to each affected Party.

9.11.3 The NETSO's obligations under the Code shall be suspended without liability where and to the extent that compliance with any such obligation would be inconsistent with the requirement upon the NETSO to comply with a national security direction.

9.11.4 A Party (other than the NETSO)'s obligations under the Code shall be suspended without liability where and to the extent that the Party (other than the NETSO) is unable to comply with any such obligation as a result of any action taken, or not taken, by the NETSO to comply with a national security direction.

9.11.5 The Secretary of State may at any time amend or revoke any national security direction.

9.12 Advisory and information requests

9.12.1 For the purposes of the Code:

(a) "**Information Request Statement**" means a statement prepared and published by the NETSO, in accordance with section 172 of the Energy Act 2023 and condition D2.5 of the ESO Licence and GSP Licence, setting out the process that the NETSO will follow when requesting information from relevant Parties by the issue of an Information Request Notice;

(b) "**Information Request Notice**" means a notice that will be issued by the NETSO to a relevant Party setting out the NETSO's reasonable requirements for relevant information in accordance with section 172 of the Energy Act 2023. This will be prepared in accordance with the NETSO's published Information Request Statement;

(c) "**Minister of the Crown**" has the meaning given to that term in the ESO Licence.

9.12.2 Parties acknowledge that the NETSO is required to provide advice, analysis or information to the Authority or to a Minister of the Crown when requested in accordance with section 171 of the Energy Act 2023 and condition D1 of the ESO Licence and GSP Licence.

9.12.3 The NETSO may by notice request from Parties such information as it reasonably requires in connection with the exercise of any of its functions, in accordance with section 172 of the Energy Act 2023. It will do so by the issue of an Information Request Notice. The purposes of this may include to assist in the fulfilment of a request for advice, analysis or information as set out in paragraph 9.12.2.

9.12.4 Parties acknowledge that:

(a) the NETSO is required by condition D2 of the ESO Licence to prepare, submit for approval by the Authority, and publish on its website once approved an Information Request Statement that sets out further detail on the process the NETSO expects to follow when requesting information from Parties;

(b) the Information Request Statement must include, but need not be limited to, the following matters as set out in condition D2.5 of the ESO Licence:

(i) the process the NETSO expects to follow when issuing an Information Request Notice, including any further detail around the expected engagement between the NETSO and a recipient of an Information Request Notice; and

(ii) the details to be included in an Information Request Notice issued by the NETSO.

9.12.5 A Party to whom a request is made under paragraph 9.12.3 must, so far as reasonably practicable, provide the requested information within such reasonable period, and in such reasonable form and manner, as may be specified in the Information Request Notice.

9.12.6 The NETSO must, unless the Authority otherwise consents, maintain for a period of 6 years and provide to the Authority where required a record of information requests as detailed in condition D2.12 of the ESO Licence including:

(a) a copy of the Information Request Notice;

(b) any subsequent variations to the original information requested;

(c) the recipient's response to the notice, including any refusal or challenges to the notice or requested information;

(d) the time taken for the recipient to provide the requested information;

(e) the manner and form the information was provided in; and

(f) the information provided in response to the notice, and whether such information complied, in the NETSO's view, with the Information Request Notice.

10. BSC SANDBOX

10.1 BSC Derogations

10.1.1 Subject to the provisions of paragraph 10.4.3, the Authority may, in accordance with this paragraph 10, grant any person, other than a BSC Company, a derogation from one or more provisions of the Code in which case paragraph 10.4 shall apply (a "**BSC Derogation**").

10.2 Applications for a BSC Derogation

10.2.1 Any person other than a BSC Company may make a written request for a BSC Derogation to the Authority pursuant to the Authority's regulatory sandbox procedures as set by the Authority from time to time and the Authority shall determine whether to pass such request to BSCCo for consideration (a "**BSC Sandbox Application**").

10.2.2 Notwithstanding any other provision of this paragraph 10, BSCCo~~the Panel~~ may determine, in its absolute discretion, the priority and the timetable for any steps proposed to be undertaken by ~~the Panel or~~ BSCCo in relation to a BSC Sandbox Application.

10.2.3 Without prejudice to the generality of the foregoing, BSCCo shall not be required to conduct an evaluation of a proposed BSC Derogation or prepare ~~submit~~ a ~~draft~~ Sandbox Report ~~to the Panel~~ until a Sandbox Applicant has:

(a) provided all of the information that BSCCo reasonably requires in order to conduct such evaluation and prepare such report; and

(b) paid to BSCCo a fee which represents the reasonable costs, as determined by BSCCo from time to time, to BSCCo of processing the BSC Sandbox Application~~, such fee to be approved by the Panel from time to time~~.

10.2.4 Following receipt of a BSC Sandbox Application, but subject to paragraph 10.2.3, BSCCo shall:

(a) evaluate the risks and impacts of the proposed BSC Derogation in accordance with the BSC Sandbox Procedure;

(b) conduct consultation(s) with:

(i) Parties; and

(ii) such interested third parties as it considers necessary;

(c) publish the responses to such consultation(s) on the BSC Website;

(d) prepare a ~~draft~~ report for publication on the BSC Website ~~for the Panel~~ which shall include:

(i) a summary of the representations received during the consultation(s) conducted pursuant to paragraph 10.2.4(b);

(ii) assessment of whether a proposed BSC Derogation meets the BSC Sandbox Eligibility Criteria;

(iii) analysis identifying the provisions of the Code (and for the purposes of this paragraph 10 a reference to the Code shall be deemed to include

a reference to each Code Subsidiary Document) from which a BSC Derogation may be required;

(iv) the Trial Period proposed by the Sandbox Applicant, which shall be the shortest period the Sandbox Applicant considers necessary to test the Sandbox Applicant's proposal;

(v) the Trial Period that BSCCo considers is the shortest period necessary to test the Sandbox Applicant's proposal;

(vi) the Transition Plan proposed by the Sandbox Applicant, including the Transition Period proposed by the Sandbox Applicant, which shall be the shortest period the Sandbox Applicant considers necessary to allow the Sandbox Applicant to exit from the proposed BSC Derogation;

(vii) the Transition Period that BSCCo considers is the shortest period necessary to allow the Sandbox Applicant to exit from the proposed BSC Derogation;

(viii) BSCCo's evaluation of the risks and impacts of the proposed BSC Derogation, pursuant to paragraph (a);

(ix) the fees which BSCCo considers represent the reasonable costs to BSCCo of monitoring and administering such BSC Derogation;

(x) the reports that BSCCo considers should be provided to BSCCo by the Sandbox Applicant; and

(xi) such other matters as shall be required by the BSC Sandbox Procedure,

(the "**Sandbox Report**").

10.2.5 HThe Panel shall consider the draft Sandbox Report and, having taken due account of any representation contained in the summary referred to in paragraph 10.2.4(d)(i), BSCCo shall determine :

(a) whether to recommend to the Authority:

(a) (i) that the BSC Sandbox Application should be granted or rejected;

(bii) what, if any, conditions should be set on such proposed BSC Derogation; and

(ciii) that the Trial Period and the Transition Plan should be approved.; or

(b) whether to require amendments to:

(i) the draft Sandbox Report; and/or

(ii) the proposed Trial Period and/or Transition Plan,

in which case the Panel shall determine the timetable for making such amendments and specify its further requirements, BSCCo shall amend and resubmit the draft Sandbox Report and the Panel shall reconsider the draft Sandbox Report in accordance with paragraphs 10.2.4 and 10.2.5(a).

10.2.6 When considering whether to recommend to the Authority that a BSC Derogation be granted pursuant to paragraph 10.2.5, BSCCo~~the Panel~~ shall determine whether such proposed BSC Derogation would:

(a) better facilitate the achievement of the Applicable BSC Objectives (provided that the powers, function and duties of BSCCo~~the Panel~~ in respect of the Modification Procedures shall not be fettered or restricted notwithstanding a determination of BSCCo~~the Panel~~ in respect of the BSC Sandbox Eligibility Criteria); and

(b) meet the eligibility criteria set out in the BSC Sandbox Procedure,

collectively the ("**BSC Sandbox Eligibility Criteria**").

10.2.7 ~~Within seven Business Days after the Panel meeting at which the draft Sandbox Report has been approved,~~ Following its determinations under paragraphs 10.2.5 and 10.2.6, BSCCo shall ~~finalise the draft Sandbox Report and shall forthwith~~:

(a) submit ~~such~~ the Sandbox Report to the Authority; and

(b) copy such report to:

(i) each Party and interested third party;

(ii) each Stakeholder Advisory Forum~~Panel~~ Member; and

(iii) the Sandbox Applicant.

10.2.8 If, at any time prior to the Derogation Period Commencement Date, BSCCo~~the Panel~~ is notified by the Authority that the Sandbox Applicant intends to withdraw its BSC Sandbox Application, the application shall lapse, and, in respect of the BSC Sandbox Application:

(a) no BSC Derogation shall commence; and

(b) no fee paid by the Sandbox Applicant shall be refunded to the Sandbox Applicant for any reason.

10.2.9 BSCCo~~The Panel~~ shall establish, and may revise from time to time, a document containing the processes that ~~the BSC Panel,~~ BSCCo and Sandbox Applicants shall follow with respect to BSC Sandbox Applications and the monitoring of BSC Derogations (the "**BSC Sandbox Procedure**"). BSCCo shall ensure that a copy of the BSC Sandbox Procedure (as revised from time to time) is published on the BSC Website.

10.3 Sandbox Send Back Process

10.3.1 Where the Authority considers that it is unable to form an opinion in relation to a Sandbox Report submitted to it pursuant to paragraph 10.2.7, it may issue a direction to BSCCo~~the Panel~~:

(a) specifying any additional steps that it requires in order to form such an opinion including amending the proposed conditions on the proposed BSC Derogation, revising the proposed Trial Period or Transition Plan, or providing additional analysis and/or information; and

(b) requiring such Sandbox Report to be revised and re-submitted to the Authority,

and the Authority may include in such direction its reasons for why it has been unable to form an opinion (a "**Sandbox Send Back Direction**").

10.3.2 BSCCo~~The Panel~~ shall re-submit the revised Sandbox Report as soon after the Authority's direction pursuant to paragraph 10.3.1 as is appropriate, taking into account the complexity, importance and urgency of the proposed BSC Derogation.

10.3.3 Subject to paragraph 10.3.4, in relation to each Sandbox Send Back Direction BSCCo shall prepare a ~~draft~~ Sandbox Send Back Process ~~for approval by the Panel~~ which:

(a) shall include a procedure and timetable for the ~~reconsideration by the Panel of its recommendation and the~~ re-submission of the revised Sandbox Report to the Authority; and

(b) may include such further matters as BSCCo~~the Panel~~ considers necessary to address the Sandbox Send Back Direction including:

(i) further consultation with Parties and interested third parties;

(ii) revised or additional analysis and/or information;

(iii) amending the proposed conditions on the proposed BSC Derogation;

(iv) revising the proposed Trial Period or Transition Plan; and

(v) any other steps ~~required by the Panel~~ to address the Sandbox Send Back Direction.

10.3.4 Where the requirements specified in the Sandbox Send Back Direction are of a minor nature such that it would be more appropriate for BSCCo to address the matters contained therein without preparing a ~~draft~~ Sandbox Send Back Process then:

(a) BSCCo may take such steps as are necessary to address the requirements of that Sandbox Send Back Direction; and

(b) the provisions of paragraphs 10.3.6(b), 10.3.6(c), 10.3.7 and 10.3.8 shall apply thereto~~. provided that if the Panel does not approve the revised draft Sandbox Report then it may require BSCCo to prepare a draft Sandbox Send Back Process in accordance with paragraph 10.3.3.~~

10.3.5 ~~The Panel shall consider the draft Sandbox Send Back Process and, having considered any comments made or received by the representative of the Authority, shall determine whether to approve the draft Sandbox Send Back Process or to instruct BSCCo to make such changes to the draft Sandbox Send Back Process as may be specified by the Panel~~Not used.

10.3.6 ~~Following approval by the Panel of the Sandbox Send Back Process:~~

~~(a)~~ BSCCo shall perform the additional steps set out in the Sandbox Send Back Process and~~;~~

~~(b) BSCCo~~ shall:

(~~i~~a) notify the Sandbox Applicant that the Authority has issued a Send Back Direction;

(~~ii~~b) revise the Sandbox Report; and

~~(iii) re-submit that Sandbox Report to the Panel; and~~

(~~iii~~~~iv~~c) take any further steps in relation to the Sandbox Report as are set out in this paragraph 10.3 and the Sandbox Send Back Process.~~; and~~

~~(c) the Panel shall consider the revised Sandbox Report in accordance with paragraph 10.3.7, in each case in accordance with the procedure(s) and timetable set out in the Sandbox Send Back Process.~~

10.3.7 Not used.~~The Panel shall consider the revised Sandbox Report and determine:~~

~~(a) whether to revise the recommendation it made to the Authority pursuant to paragraph 10.2.5;~~

~~(b) whether to approve the revised Sandbox Report or to instruct BSCCo make such further changes to the revised report as may be specified by the Panel;~~

~~(c) (if applicable) whether to approve any revised proposed conditions on the proposed BSC Derogation; and/or~~

~~(d) (if applicable) whether to approve any revised proposed Trial Period or Transition Plan.~~

10.3.8 ~~After the Panel has considered the revised Sandbox Report,~~ BSCCo shall:

(a) finalise the revised Sandbox Report ~~which shall, for the purposes of the Code, be deemed to be the Sandbox Report as from the date of the Panel's determination pursuant to paragraph 10.3.7~~; and

(b) submit such Sandbox Report to the Authority; and

(c) copy such report to:

(i) each Party and interested third party;

(ii) each Stakeholder Advisory Forum~~Panel~~ Member; and

(iii) the Sandbox Applicant.

10.4 Impact of BSC Derogation

10.4.1 Subject to paragraph 10.2.8, any BSC Sandbox Application (including the associated Trial Period and Transition Plan) that has been approved by the Authority shall be a BSC Derogation and, subject to paragraph 10.7.7, such BSC Derogation shall remain in force for the relevant Trial Period together with any relevant Transition Period relating to such Derogation (the "**Derogation Period**").

10.4.2 Subject to paragraph 10.4.3, for the duration of the Derogation Period:

(a) each Derogation Party shall be relieved of their obligation to comply with the Code to the extent permitted by a BSC Derogation; and

(b) no act or omission by a Derogation Party that would be a breach or Default of the Code shall be deemed to be a breach or Default to the extent only that such act or omission is permitted by a BSC Derogation.

10.4.3 In respect of each BSC Derogation:

(a) a Derogation Party shall be required to comply with all provisions of the Code that are relevant to such Party and which are outside the scope of such BSC Derogation;

(b) a Derogation Party shall be required to comply with any conditions included in such BSC Derogation;

(c) BSCCo may charge, and a Derogation Party shall pay to BSCCo such fees as published in the BSC Sandbox Report;

(d) such BSC Derogation shall have no effect to the extent that it purports to derogate from:

(i) any Licence conditions;

(ii) any other Industry Code (but without prejudice to any other regulatory sandbox arrangements);

(iii) any Legal Requirement (including, for the avoidance of doubt, any Relevant European Legal Requirement);

(iv) any provision of the Code identified in Section F1.1.9; or

(v) any provision of this paragraph 10,

and each Derogation Party acknowledges and agrees that it shall be responsible for its compliance with any such Code provision, Licence condition, Industry Code or Legal Requirement (for the purposes of this paragraph 10.4.3 a "**relevant legal requirement**");

(e) each Party:

(i) (to the fullest extent permitted by law but excluding any claim for death or personal injury as a result of negligence or any claim for fraud) hereby waives any claims, demands and proceedings against BSCCo in respect of all costs (including legal costs), fines, expenses, damages and other liabilities incurred by such Party (for the purposes of this paragraph 10.4.3 a "**claim**") in connection with any claim related to a Derogation Party's acts or omissions under a relevant legal requirement;

(ii) indemnifies and keeps indemnified BSCCo in connection with any claim related to a Derogation Party's acts or omissions under a relevant legal requirement.

10.4.4 With effect from 00:00 on the day following the Derogation Period End Date, such BSC Derogation shall no longer be in force and the Derogation Party shall comply with the Code in full from such time and date.

10.4.5 The granting of a BSC Derogation to any Party shall not relieve any other Party of all or any of its obligations under the Code.

10.4.6 Subject to paragraphs 10.5 and 10.6, no variation to a BSC Derogation shall be permitted.

10.5 Trial Period Duration

10.5.1 A Trial Period shall take effect from the Derogation Period Commencement Date and, subject to paragraph 10.5.3, shall remain in effect for such period as has been approved by the Authority pursuant to paragraph 10.4.1.

10.5.2 The Trial Period, including any extensions approved thereto pursuant to paragraph 10.5.3, shall on no account exceed a total duration of two years from the Derogation Period Commencement Date.

10.5.3 Subject always to paragraph 10.5.2, BSCCo~~the Panel~~ may extend a Trial Period with the approval of, or at the direction of, the Authority provided that BSCCo~~the Panel~~ may only recommend an extension to a Trial Period in exceptional circumstances.

10.6 BSC Derogation Transition and Exit

10.6.1 In respect of a BSC Derogation:

(a) a Derogation Party shall comply with the relevant Transition Plan approved by the Authority pursuant to paragraph 10.4.1; and

(b) the applicable Transition Period shall take effect from the end of the Trial Period relating to that BSC Derogation and shall remain in effect until the earlier of:

(i) the Derogation Period End Date;

(ii) the Implementation Date of a Code Modification relating to such BSC Derogation; or

(iii) three years after the Derogation Period Commencement Date.

10.6.2 BSCCo~~The Panel~~ may extend a Transition Period (other than a Transition Period that is being implemented pursuant to an Early Cessation Report) with the approval of, or at the direction of, the Authority where a Modification Proposal relating to the BSC Derogation was made before the conclusion of the Trial Period, and that Modification Proposal:

(a) has not been implemented, rejected or withdrawn at the date of the extension request; or

(b) has been withdrawn or rejected and BSCCo~~the Panel~~ determines that an extension to the Transition Period is reasonably necessary to allow the Derogation Party to exit from BSC Derogation,

provided that the Transition Period must end no later than three years after the Derogation Period Commencement Date.

10.6.3 BSCCo may charge, and a Derogation Party shall pay to BSCCo, such additional fees as BSCCo:

(a) considers represent the reasonable additional costs to BSCCo of monitoring and administering an extension of the Transition Period in respect of such BSC Derogation; and

(b) has notified to the Derogation Party prior to the extension of the Transition Period.

10.7 Derogation Reporting and Monitoring

10.7.1 A Derogation Party shall provide to BSCCo such reports as may be specified in the Sandbox Report.

10.7.2 Upon receipt of a report pursuant to paragraph 10.7.1, BSCCo shall:

~~(a) provide a copy of such report to each Panel Member;~~

(b) if such report has not already been received by the Authority, provide a copy of such report to the Authority; and

(c) publish a copy of such report on the BSC Website, redacting such information as the Derogation Party expressly requests BSCCo keep confidential.

10.7.3 BSCCo~~The Panel~~ may recommend to the Authority at any time that a BSC Derogation be removed if BSCCo~~the Panel~~ considers that:

(a) a BSC Derogation no longer meets the BSC Sandbox Eligibility Criteria; or

(b) a Derogation Party is in breach of a BSC Derogation,

in which case it may make a recommendation to the Authority in accordance with paragraph 10.7.4.

10.7.4 In making~~Before the Panel makes~~ a recommendation pursuant to paragraph 10.7.3, BSCCo shall prepare, and submit ~~to the Panel~~to the Authority alongside such recommendation, a ~~draft~~ report which shall include:

(a) rationale on whether:

(i) a BSC Derogation no longer meets the BSC Sandbox Eligibility Criteria; or

(ii) a Derogation Party is in breach of a BSC Derogation;

(b) an evaluation of the risks and impacts related to the recommendation;

(c) the views of the Derogation Party, if the Derogation Party has provided such views to BSCCo;

(d) such other matters as shall be required by the BSC Sandbox Procedure; and

(e) a recommendation that the BSC Derogation be removed prior to the scheduled end of the relevant Derogation Period~~,~~

(the "**~~Early~~ Cessation Report**").

10.7.5 Not used.~~The Panel shall consider the draft Early Cessation Report and shall determine whether to:~~

~~(a) recommend to the Authority that the BSC Derogation be removed prior to the scheduled end of the relevant Derogation Period; or~~

~~(b) require amendments to the draft Early Cessation Report in which case the Panel shall determine the timetable for making such amendments and specify its further requirements, BSCCo shall amend and resubmit the draft report in accordance with such requirements and the Panel shall reconsider the draft report.~~

10.7.6 ~~Within seven Business Days after the Panel meeting at which the Early Cessation Report has been approved,~~ BSCCo shall ~~:~~

~~(a)~~ submit a ~~such report to the Authority; and~~

~~(b)~~ copy of the Cessation Report~~such report~~ to:

(~~i~~a) each Party and interested third party; and

~~(ii) each Panel Member; and~~

(biii) the Derogation Party.

10.7.7 If the Authority has approved a recommendation to remove a BSC Derogation prior to the scheduled end of the relevant Derogation Period then the Trial Period relating to that BSC Derogation, if such Trial Period is still in effect, shall immediately cease and paragraph 10.6 shall apply.

10.8 BSCCo Derogation Reporting

10.8.1 BSCCo shall from time to time and at least annually submit to the Authority and publish on the BSC Website ~~Panel for approval~~ a ~~draft~~ lessons learned report including ~~:~~

~~(a) an estimate of the costs incurred by BSCCo in respect of the administration of this paragraph 10; and~~

~~(b) such other matters as shall be required by the BSC Sandbox Procedure.~~

~~10.8.2 In respect of each lessons learned report approved by the Panel, BSCCo shall:~~

~~(a) submit such report to the Authority; and~~

~~(b) publish such report on the BSC Website.~~

11. OPEN DATA

11.1 The Balancing Mechanism Reporting Service Change Board

11.1.1 The principal function and power of the BCB under Section H (and without prejudice to any other functions and powers delegated to the BCB by BSCCo~~the Panel~~ in relation to the BMRS or otherwise) is to determine whether, the extent to which, and the terms (if any) on which BSC Data may be disclosed.

11.1.2 BSCCo~~The Panel~~ shall determine terms of reference ("**BCB Terms of Reference**") for the BCB in accordance with Section B5 and ~~BSCCo shall~~ publish the BCB Terms of Reference on the BSC Website.

11.1.3 The BCB Terms of Reference may include a right for the BCB to delegate to BSCCo the determination of BSC Data disclosure requests in which case:

(a) the provisions of this paragraph 11 shall apply mutatis mutandis to BSCCo as if references to the BCB were references to BSCCo; and

(b) the BCB shall periodically review whether any such delegated rights remain appropriate.

11.2 Data Disclosure Requests

11.2.1 For the purposes of the Code:

(a) "**BSC Data**" means data or information held by, or on behalf of, BSCCo (including BSC Agents) and which is received, produced or sent by or on behalf of Parties under the Code (including, for the avoidance of doubt, by BSC Agents and Party Agents) for the purposes of Settlement but excluding any data or information that the Code explicitly identifies as confidential;

(b) "**BSC Data Disclosure Recommendation**" means a recommendation made by BSCCo under paragraph 11.2.4;

(c) "**BSC Data Impact Assessment**" means an assessment undertaken by BSCCo in accordance with the BSC Data Request Procedure assessing, in respect of a BSC Data Request, the time, effort and cost required to disclose that BSC Data, the impact of implementing the BSC Data Request identified by BSC Agents, the anticipated benefits of disclosing that BSC Data and the potential impacts on industry;

(d) "**BSC Data Request**" means a request to disclose BSC Data made in accordance with the BSC Data Request Procedure;

(e) "**BSC Data Request Procedure**" means the document established and maintained by ~~[~~BSCCo~~the Panel]~~ and published on the BSC Website setting out:

(i) the criteria for assessing BSC Data Requests, the and determining the extent to which BSC Data may be disclosed, together with the classification of BSC Data;

(ii) the procedures for processing BSC Data Requests: and

(iii) any requirements in relation to the form and manner in which BSC Data may be disclosed,

and for the purposes of this paragraph 11, "**disclose**" shall mean disclose, reveal, report, publish or transfer with or without restrictions, in each case as may be determined in accordance with this paragraph.

11.2.2 Any Party and any person may submit to BSCCo a BSC Data Request and BSCCo shall process such request and, where so approved, disclose that BSC Data in accordance with this paragraph.

11.2.3 Following receipt of a BSC Data Request, BSCCo shall, in accordance with the BSC Data Request Procedure:

(a) identify whether there are any issues which might prevent or limit the disclosure of that BSC Data including whether:

(i) the requested BSC Data includes personal data within the meaning of Data Protection Legislation, data relating to the private administration of a business or which is commercially sensitive, and/or data in respect of which publication is prohibited by a Legal Requirement;

(ii) the BSC Data would, if disclosed have a negative impact on existing or future consumers;

(iii) the disclosure of the BSC Data creates incremental security issues having regard to data that is already openly available, or exacerbates existing security issues, in each case which cannot be mitigated;

(b) identify whether any mitigations can be put in place to allow the disclosure of some or all of the requested BSC Data notwithstanding any issues identified under paragraph 11.2.3(a);

(c) undertake a BSC Data Impact Assessment;

(d) prepare a BSC Data Disclosure Recommendation for the BCB which shall set out, in relation to the BSC Data, BSCCO's recommendation on whether the BSC

Data should be disclosed together with the matters determined or established pursuant to this paragraph 11.2.3; and

(e) consult with Parties and interested third persons for a period of not more than fifteen Working Days on BSCCo's draft BSC Data Disclosure Recommendation.

11.2.4 Upon completion of the consultation conducted under paragraph 11.2.3(e), BSCCo shall:

(a) finalise its draft BSC Data Disclosure Recommendation taking into account any consultation responses; and

(b) as soon as reasonably practical thereafter submit its BSC Data Disclosure Recommendation to the BCB together with copies of the consultation responses.

11.2.5 The BCB shall, in accordance with the BSC Data Disclosure Procedure, consider the BSC Data Disclosure Recommendation and any consultation responses and shall determine whether, the extent to which, and the terms (if any) on which the BSC Data shall be disclosed (including as to the recovery of the reasonable costs incurred by BSCCo of disclosing such BSC Data). In making such determination, the BCB must take into consideration the presumption that BSC Data should be openly available, and only refuse disclosure to the extent that concerns identified through the BSC Data Request Procedure warrant overriding this presumption.

11.2.6 Following a determination by the BCB, BSCO shall in accordance with the BSC Data Request Procedure:

(a) inform the Party or person who made the BSC Data Request;

(b) publish the outcome of the BCB's determination together with the rationale supporting that determination; and

(c) no earlier than the expiry of the appeal period set out in paragraph 11.3.2, and subject to paragraph 11.3, implement, or procure the implementation of, the BCB's determination.

11.2.7 Each Party hereby consents irrevocably and unconditionally to the disclosure of data pursuant to this paragraph.

11.2.8 The provisions of paragraph 11.2 shall not apply to the disclosure of BSC Data:

(a) to the Authority, BSCCo, any Code~~Panel~~ Committee or (to the extent necessary for the purposes of the Code) any BSC Agent; or

(b) where the BSC Data is in the public domain; or

(c) where such BSC Data is permitted or required to be disclosed in compliance with any Legal Requirement; or

(d) where the disclosure of such BSC Data is expressly required under the Code.

11.2.9 BSCCo shall keep a copy of all determinations made by itself or the BCB pursuant to paragraph 11.2.5 and shall publish a register of such determinations together with the disclosure rationale.

11.2.10 BSCCo shall, at least annually, submit a report to the Authority in relation to BSC Data Requests during the preceding year.

11.3 Appeals

11.3.1 Where a Party or person who has requested the disclosure of BSC Data disagrees with the determination of the BCB under paragraph 11.2.5, the Party or (as the case may be) person may refer the matter to BSCCo~~the Panel~~ in accordance with the BSC Data Request Procedure.

11.3.2 A reference by a Party to BSCCo~~the Panel~~ under paragraph 11.3.1 shall be made no later than ten Business Days after the notification given by BSCCo under paragraph 11.2.6(b) in which case the disclosure of the relevant BSC Data shall be suspended pending the outcome of the BSCCo~~Panel~~'s determination.

11.3.3 BSCCo~~The Panel~~ shall consult the Stakeholder Advisory Forum on ~~adopt~~ such procedures as it sees fit (having regard generally to the BSC Data Request Procedure) for the purpose of determining whether such BSC Data should be disclosed; and following such consultation, having taken full and proper account of any recommendation by the Stakeholder Advisory Forum, ~~the Panel Secretary~~ BSCCo shall notify its~~the~~ decision ~~of the Panel~~ in respect of such BSC Data Request to the person making such appeal and publish ~~the Panel's~~its determination together with its rationale.

AMENDMENT RECORD – SECTION H

Section H	Version 44.0	Effective Date: 28 April 2025

Modification Proposal	Decision Date	Implementation Date	Version
P466	06/12/24	28/04/2025	44.0
P477	23/01/25	07/03/25	43.0
ORD009	13/09/24	01/10/24	42.0
P474	08/08/24	01/10/24	42.0
ORD008	21/02/24	29/02/24	41.0
P457	01/11/23	08/11/23	40.0
P450	12/01/23	23/02/23	39.0
P449	10/11/2022	11/11/22	38.0
P446	22/09/22	23/09/22	37.0
P436	14/04/22	18/07/22	36.0
P438	20/04/22	15/07/22	35.0
P420	23/07/21	01/09/21	34.0
P398	03/02/21	24/06/21	33.0

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P414	03/02/21	25/02/21	32.0
P405	26/05/20	16/06//20	31.0
P388 Self Governance	08/08/19	01/04/20	30.0
P385 Self Governance	14/11/19	27/02/19	29.0
P394 Self Governance	12/12/19	27/02/20	29.0
P374	14/11/19	21/11/29	28.0
P387 Self-Governance	13/06/19	07/11/19	27.0
P386 Self Governance	13/06/19	07/11/19	27.0
P370	20/02/19	03/04/19	26.0
P369	24/09/18	29/03/19	25.0
P344	24/08/18	28/02/19	24.0
P362 Alt	20/08/18	28/08/18	23.0
P350	24/03/17	01/04/18	22.0
P342 Alternative	08/12/16	02/11/17	21.0
P318 Self Governance	08/10/15	25/02/16	20.0
ORD005[1]	Secretary of State	01/08/14	19.0
P293 Self Governance	13/06/13	01/10/13	18.0
P262	10/12/10	31/12/10	17.0
P255	15/07/10	22/07/10	16.0
P231	25/06/09	05/11/09	15.0
ORD003	23/06/09	24/06/09	14.0
P207	10/07/07	10/09/07	13.0
P197	10/08/06	23/08/07	12.0
P208	16/01/07	22/02/07	11.0
P188	07/09/05	27/06/06	10.0
P159	17/08/04	23/02/05	9.0
P98	18/08/03	08/11/04	8.0
ORD001	BETTA	01/09/04	7.0
P62	12/08/02	01/08/03	6.0
P113	09/04/03	15/07/03	5.0

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

Modification Proposal	Decision Date	Implementation Date	Version
P78	09/09/02	11/03/03	4.0
P56	10/03/02	18/03/02	3.0
P58	04/12/01	04/12/01	2.0