

**SECTION P: ENERGY CONTRACT VOLUMES
AND METERED VOLUME REALLOCATIONS**

1. GENERAL

1.1 Introduction

1.1.1 This Section P sets out:

- (a) the basis on which persons may be authorised by Contract Trading Parties to notify Energy Contract Volume Data and Metered Volume Reallocation Data:
- (b) the basis on which Energy Contract Volume Data and Metered Volume Reallocation Data:
 - (i) may be notified on behalf of Contract Trading Parties to be taken into account in Settlement;
 - (ii) may be nullified;
 - (iii) may be treated as refused or rejected in certain cases of Credit Default;
 - (iv) will be aggregated in order to be taken into account in Settlement.

1.2 Authorisations - general

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

1.2.2 A Contract Trading Party:

- (a) shall not include in any ECVNA Authorisation or MVRNA Authorisation any qualification of or condition (other than as to the effective period) as to the authority of the relevant Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent;
- (b) shall for the purposes of the Code be bound by, and may not challenge or dispute under or for the purposes of the Code:
 - (i) any Energy Contract Volume Notification or Metered Volume Reallocation Notification submitted by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent; and
 - (ii) any omission or failure to submit any Energy Contract Volume Notification or Metered Volume Reallocation Notification by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent

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

1.2.3 An ECVNA Authorisation or MVRNA Authorisation authorises the submission, while it is effective, of Energy Contract Volume Notification or (as the case may be) Metered Volume

Reallocation Notifications, irrespective of the period for which any such notification is to be in force; and accordingly such a notification will be and remain in force notwithstanding that the corresponding authorisation may cease to be effective.

- 1.2.4 Energy Contract Volume Notifications and Metered Volume Reallocation Notifications shall not be taken into account in Settlement with respect to any Settlement Period for which Gate Closure is before the time at which such notification is received (in accordance with Section O) by the Energy Contract Volume Aggregation Agent but subject to paragraphs 2.3.10, 3.3.10 and 5.
- 1.2.5 In respect of clock change days for which Energy Contract Volume Notifications or Metered Volume Reallocation Notifications are submitted which do not take account of the clock change, the Energy Contract Volume Aggregation Agent will apply defaulting rules such as to ignore values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a short clock change day) and to repeat values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a long clock change day), or such other or supplementary defaulting rules as may be approved from time to time by the Panel and notified by BSCCo to Trading Parties and the Transmission Company.

1.3 Further provisions

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

- (a) the effective date specified in such authorisation, and
- (b) the day following that on which the ECVAA gives notice of confirmation thereof pursuant to this Section P;

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

- 1.3.2 Unless invalid (pursuant to paragraph 2.3.4 or 3.3.4) or treated as refused (pursuant to paragraph 2.4.1 or 3.4.1), an Energy Contract Volume Notification or Metered Volume Reallocation Notification shall be in force (subject to paragraphs 2.4.2 and 3.4.2) for the period commencing with the first Settlement Period of the effective date specified in such notification pursuant to paragraph 2.3.2(a)(iii) or 3.1.2(b)(vi), or (if later) the first Settlement Period with respect to which it is to be taken into account in accordance with paragraph 1.2.4, and ending with the last Settlement Period of the last Settlement Day, if specified, on which it is to be in force, or otherwise continuing until and unless replaced pursuant to paragraph 2.3.5(a) or 3.3.5(a).
- 1.3.3 For the avoidance of doubt, the information that an Energy Contract Volume Notification or Metered Volume Reallocation Notifications is not valid, or is (pursuant to paragraph 2.3.7(c) or 3.3.7(c)) treated as refused, may be given to the Relevant Contract Parties (pursuant to Section V) after the effective date specified in such notification, but without prejudice to paragraphs 2.3.10 and 3.3.10.
- 1.3.4 Energy Contract Volume Data may have a positive or a negative value.
- 1.3.5 In relation to any ECVNA Authorisation or Energy Contract Volume Notification:
- (a) subject to paragraph 1.4, the "**Relevant Contract Parties**" are the two Contract Trading Parties by whom an Energy Contract Volume Notification Agent is to be appointed or (as the case may be) on whose behalf Energy Contract Volumes are notified;

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

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

1.4 Single Relevant Contract Party

- 1.4.1 An ECVNA Authorisation and an Energy Contract Volume Notification may be submitted on behalf of a single Trading Party in the capacity of both Relevant Contract Parties, who may (by such a notification) transfer Energy Contract Volume(s) from one of its Energy Accounts to the other.
- 1.4.2 Any provisions of the Code which refer to both, or two, Relevant Contract Parties, or to either Relevant Contract Party, or which otherwise imply that there must be two Relevant Contract Parties, shall be construed so as to give effect to this paragraph 1.4.

1.5 Suspension of contract volume notification

- 1.5.1 Where, for the purposes of any Contingency Provisions, the notification of contract volumes is to be suspended in relation to any Settlement Period:
 - (a) no Energy Contract Volume Notification shall be taken into account in Settlement as to any Energy Contract Volume Data which relates to that Settlement Period, and accordingly the Account Bilateral Contract Volume shall be zero for all Energy Accounts;
 - (b) no Metered Volume Reallocation Notification shall be taken into account in Settlement as to any Metered Volume Reallocation Data which relates to that Settlement Period, and accordingly the Metered Volume Fixed Reallocation and the Metered Volume Percentage Reallocation shall be zero for all BM Units and Subsidiary Energy Accounts;
 - (c) subject to any other provision of the Code relating to Level 2 Credit Default, when (in accordance with the relevant Contingency Provisions) the notification of contract volumes ceases to be suspended, the provisions of this Section P shall apply by reference to all Volume Notifications then in force.

2. ENERGY CONTRACT VOLUMES

2.1 Submission of ECVNA Authorisation

- 2.1.1 A person may be appointed as Energy Contract Volume Notification Agent by an ECVNA Authorisation, given by the Relevant Contract Parties by whom such person is to be appointed, and submitted to the Energy Contract Volume Aggregation Agent.
- 2.1.2 An ECVNA Authorisation:
 - (a) shall be made under the authority of both Relevant Contract Parties;

- (b) shall specify:
 - (i) the Energy Contract Volume Notification Agent,
 - (ii) the two Relevant Contract Parties,
 - (iii) the Energy (From) Account,
 - (iv) the Energy (To) Account, and
 - (vi) the first day on which it is intended to be effective;
- (c) shall be made in accordance with and subject to BSCP 71; and
- (d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 2.2).

2.1.3 An ECVNA Authorisation shall be valid if and only if it is made in accordance with BSCP 71 and the following conditions are met:

- (a) each Relevant Contract Party is a Contract Trading Party;
- (b) the Energy Contract Volume Notification Agent has qualified in accordance with Section J5.3;
- (c) the Energy (From) Account is either the Production Energy Account or the Consumption Energy Account of one of the Relevant Contract Parties;
- (d) the Energy (To) Account is either the Production Energy Account or the Consumption Energy Account of the other Relevant Contract Party.

2.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP 71:

- (a) validate (as to compliance with the requirements in paragraph 2.1.3) each ECVNA Authorisation submitted to it pursuant to this paragraph 2.1; and
- (b) on the basis of such validation, confirm or reject, by notice to the Contract Trading Parties and the Energy Contract Volume Notification Agent, such ECVNA Authorisation.

2.2 Termination of ECVNA Authorisation

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

- (a) a valid notice of termination is received and validated pursuant to paragraph 2.2.2, or
- (b) the end of the last day of its effectiveness (if specified pursuant to paragraph 2.1.2(d)), or
- (c) either Relevant Contract Party ceases to be a Contract Trading Party, or
- (d) it is replaced by a further ECVNA Authorisation in accordance with paragraph 2.2.3

whichever is the earliest.

2.2.2 An ECVNA Authorisation may be terminated by notice, given in accordance with BSCP 71, by either of the Relevant Contract Parties or the Energy Contract Volume Notification Agent to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

- (a) the Energy Contract Volume Notification Agent,
- (b) the Energy (To) Account, and
- (c) the Energy (From) Account.

2.2.3 If at any time:

- (a) an ECVNA Authorisation (the "**first**" such authorisation) is and remains effective, and
- (b) a further ECVNA Authorisation, for which the Relevant Contract Parties, Energy (To) Account, Energy (From) Account, and (subject to paragraph 2.2.5) Energy Contract Volume Notification Agent are the same as those for the first, is submitted to the ECVAA and is valid

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

2.2.4 Where at any time an ECVNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Relevant Contract Parties and the Energy Contract Volume Notification Agent in accordance with BSCP 71.

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

- (a) satisfies the requirements in paragraph 2.2.3(b), except that it specifies a different Energy Contract Volume Notification Agent from that for the first authorisation (referred to in paragraph 2.2.3(a)), and
- (b) states that it is to replace the first authorisation

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

2.3 Energy Contract Volume Notifications

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

2.3.2 An Energy Contract Volume Notification:

- (a) shall specify:
 - (i) the Energy (From) Account and the Energy (To) Account (but may do so by specifying the ECVNA Authorisation under which it is given),
 - (ii) the Energy Contract Volume Notification Agent,
 - (iii) the first Settlement Day on which it is intended to be effective,

- (iv) the Settlement Period(s) to which it relates, and
 - (v) for each such Settlement Period, a quantity of Active Energy (expressed in MWh);
 - (b) shall be submitted in accordance with and subject to BSCP 01; and
 - (c) may specify:
 - (i) that it is to replace, in accordance with paragraph 2.3.5, a previous Energy Contract Volume Notification specified in such notification;
 - (ii) the last Settlement Day on which it is to be in force (failing which it is to be in force until and unless replaced in accordance with paragraph 2.3.5(a)).
- 2.3.3 Where an Energy Contract Volume Notification is to be in force for more than one Settlement Day, the Energy Contract Volume Data for a given Settlement Period (considered as a period in any day) shall be the same for that period in each Settlement Day for which it is in force.
- 2.3.4 An Energy Contract Volume Notification shall be valid (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP 01 and:
- (a) there is an effective ECVNA Authorisation with respect to the Energy (From) Account, Energy (To) Account, and Energy Contract Volume Notification Agent;
 - (b) the Energy Contract Volume Notification is submitted within the period of effectiveness of such ECVNA Authorisation; and
 - (c) each Energy Contract Volume is a number in MWh, positive or negative, with no more than three digits after the decimal point, and between -99,999.999 and 99,999.999.
- 2.3.5 Where a valid Energy Contract Volume Notification (the "**second**" such notification) is submitted for which the Energy Contract Volume Notification Agent, Energy (From) Account and Energy (To) Account are the same as those for a prior Energy Contract Volume Notification (the "**first**" such notification) then:
- (a) if the second notification specifies (pursuant to paragraph 2.3.2(c)(i)) that it is to replace the first notification, and either
 - (i) the first Settlement Day on which the second notification is intended to be effective (specified pursuant to paragraph 2.3.2(a)(iii)) is the same as or prior to the last Settlement Day on which the first notification is intended to be effective (specified pursuant to paragraph 2.3.2(c)(ii)); or
 - (ii) no such last Settlement Day is specified in relation to the first notification; thenthe first notification shall cease to be in force with effect from (and shall not be in force for) the first Settlement Period for which the second notification is in force in accordance with paragraph 1.3.2;
 - (b) otherwise, the second notification shall be additional to the first.

2.3.6 An Energy Contract Volume Notification may not be amended or varied other than pursuant to paragraph 2.3.5.

2.3.7 The Energy Contract Volume Aggregation Agent shall:

- (a) validate (as to compliance with the requirements in paragraph 2.3.2) each Energy Contract Volume Notification submitted to it pursuant to this paragraph 2.3; and
- (b) determine whether such Energy Contract Volume Notification is to be treated as refused in accordance with paragraph 2.4.1.

2.3.8 The ECVAA will inform the Relevant Contract Parties and Energy Contract Volume Notification Agent if it does not validate the Energy Contract Volume Notification.

2.3.9 If:

- (a) an Energy Contract Volume Notification Agent submits an Energy Contract Volume Notification (the "**original**" such notification) which is not valid as provided in paragraph 2.3.4, and
- (b) the ECVAA does not so inform the Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8 within 20 minutes after the Energy Contract Volume Notification was received,

then paragraph 2.3.10 shall apply

2.3.10 In the circumstances in paragraph 2.3.9:

- (a) the Energy Contract Volume Notification may be:
 - (i) amended but only so as to correct those matters which gave rise to its invalidity as provided in paragraph 2.3.4, and
 - (ii) resubmitted (as so amended) by that Energy Contract Volume Notification Agent at any time not later than the end of the Business Day next following:
 - (1) the day on which the ECVAA did inform the Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8, or
 - (2) in the absence of the ECVAA so informing the Energy Contract Volume Notification Agent, Gate Closure for the first Settlement Period for which the Energy Contract Volume Notification would (if valid, and consistent with paragraph 1.2.4 where applicable) have been taken into account in Settlement;
- (b) the resubmitted Energy Contract Volume Notification:
 - (i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and
 - (ii) if valid in accordance with paragraph 2.3.4, shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph 2.4) effective for Settlement Periods for which the original Energy Contract Volume Notification would (consistent with paragraph 1.2.4) have been in force.

2.4 Refusal and rejection for credit reasons

2.4.1 Where either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3, a relevant Energy Contract Volume Notification (whether or not valid in accordance with paragraph 2.3.4) which is submitted during the Credit Default Refusal Period will be treated as refused and will not become effective.

2.4.2 Where:

- (a) a relevant Energy Contract Volume Notification has been validated in accordance with paragraph 2.3.7(a) and remains in force, and
- (b) either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3

such Energy Contract Volume Notification will be treated as rejected, and will have no effect, as to Energy Contract Volume Data which relate to Settlement Periods for which Gate Closure falls within the Credit Default Rejection Period.

2.4.3 For the purposes of this paragraph 2.4, a relevant Energy Contract Volume Notification is one which, if in force and not treated as rejected, would not have the effect of decreasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

2.5 Energy Contract Volume

2.5.1 For each Settlement Day or (pursuant to paragraph 1.2.4 or 2.4.2) part thereof for which an Energy Contract Volume Notification is in force and not treated as rejected pursuant to paragraph 2.4.2, for each Settlement Period specified in that Energy Contract Volume Notification, the Energy Contract Volume ECQ_{zabj} shall be the Energy Contract Volume Data specified (for that Settlement Period) in the Energy Contract Volume Notification.

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

3. METERED VOLUME REALLOCATIONS

3.1 Submission of MVRNA Authorisation

3.1.1 A person may be appointed as Metered Volume Reallocation Notification Agent by a MVRNA Authorisation, given by the Lead Party (for the BM Unit to which it relates) and the Subsidiary Party by whom such person is to be appointed, and submitted to the ECVAA.

3.1.2 A MVRNA Authorisation:

- (a) shall be made under the authority of both the Lead Party and the Subsidiary Party;
- (b) shall specify:
 - (i) the Metered Volume Reallocation Notification Agent,

- (ii) the BM Unit to which it relates,
 - (iii) the Lead Party,
 - (iv) the Subsidiary Party,
 - (v) the Subsidiary Energy Account,
 - (vi) the first day on which it is intended to be effective;
- (c) shall be made in accordance with and subject to BSCP 71; and
- (d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 3.2).

3.1.3 A MVRNA Authorisation shall be valid if and only if it is made in accordance with BSCP 71 and the following conditions are met:

- (a) the person specified as Lead Party is registered as the Lead Party in respect of the BM Unit;
- (b) the Subsidiary Party is a Contract Trading Party;
- (c) the Metered Volume Reallocation Notification Agent has qualified in accordance with Section J5.3,
- (d) the Subsidiary Energy Account is:
 - (i) where the BM Unit is a Production BM Unit, the Production Energy Account,
 - (ii) where the BM Unit is a Consumption BM Unit, the Consumption Energy Account

of the Subsidiary Party.

3.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP 71:

- (a) validate (as to compliance with the requirements in paragraph 3.1.3) each MVRNA Authorisation submitted to it pursuant to this paragraph 3.1; and
- (b) on the basis of such validation, confirm or reject, by notice to the Lead Party and Subsidiary Party and the Metered Volume Reallocation Notification Agent, such MVRNA Authorisation.

3.2 Termination of MVRNA Authorisation

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

- (a) a valid notice of termination is received and validated pursuant to paragraph 3.2.2, or
- (b) the end of the last day of its effectiveness (if specified pursuant to paragraph 3.1.2(d)), or
- (c) the Lead Party ceases to be registered as Lead Party of the BM Unit, or
- (d) the Subsidiary Party ceases to be a Contract Trading Party, or

- (e) if:
 - (i) the Subsidiary Energy Account is a Consumption Energy Account, the BM Unit becomes a Production BM Unit, or
 - (ii) the Subsidiary Energy Account is a Production Energy Account, the BM Unit becomes a Consumption BM Unit, or
- (f) it is replaced by a further MVRNA Authorisation in accordance with paragraph 3.2.4

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

3.2.2 A MVRNA Authorisation may be terminated by notice, given in accordance with BSCP 71, by any one of the Lead Party, Subsidiary Party or Metered Volume Reallocation Notification Agent to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

- (a) the Metered Volume Reallocation Notification Agent,
- (b) the Lead Party,
- (c) the Subsidiary Party,
- (d) the Subsidiary Energy Account, and
- (e) the BM Unit.

3.2.3 If at any time:

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

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

3.2.4 Where at any time a MVRNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Lead Party, Subsidiary Party and Metered Volume Reallocation Notification Agent in accordance with BSCP 71.

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

- (a) satisfies the requirements in paragraph 2.2.3(b), except that it specifies a different Metered Volume Reallocation Notification Agent from that for the first authorisation (referred to in paragraph 2.2.3(a)), and
- (b) states that it is to replace the first authorisation

then the successor MVRNA Authorisation shall, upon and with effect from its becoming effective, replace the first MVRNA Authorisation which shall then cease to be effective, and the Metered Volume Reallocation Notification Agent under the successor MVRNA

Authorisation shall be considered to be the same that under the first for the purposes of paragraph 3.3.5.

3.3 Metered Volume Reallocation Notifications

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

3.3.2 A Metered Volume Reallocation Notification:

- (a) shall specify:
 - (i) the BM Unit to which it relates,
 - (ii) the Lead and Subsidiary Parties,
 - (iii) the Metered Volume Reallocation Notification Agent,
 - (iv) the first Settlement Day on which it is intended to be effective,
 - (v) the Settlement Period(s) to which it relates, and
 - (vi) for each such Settlement Period, a quantity of Active Energy and a percentage (either of which may be zero) in accordance with paragraph 3.5.1;
- (b) shall be submitted in accordance with and subject to BSCP 01; and
- (c) may specify:
 - (i) that it is to replace, in accordance with paragraph 3.3.5, a previous Metered Volume Reallocation Notification specified in such notification;
 - (ii) the last Settlement Day on which it is to be in force (failing which it is to be in force until and unless replaced in accordance with paragraph 3.3.5(a)).

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

3.3.4 A Metered Volume Reallocation Notification shall be valid (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP 01 and:

- (a) there is an effective MVRNA Authorisation with respect to the BM Unit, Subsidiary Energy Account, and Metered Volume Reallocation Notification Agent;
- (b) the Metered Volume Reallocation Notification is submitted within the period of effectiveness of such MVRNA Authorisation;
- (c) the Metered Volume Reallocation Data complies with the requirements of subsection 3.5.

3.3.5 Where a valid Metered Volume Reallocation Notification (the "**second**" such notification) is submitted for which the Metered Volume Reallocation Notification Agent, BM Unit and

Subsidiary Energy Account are the same as those for a prior Metered Volume Reallocation Notification (the "**first**" such notification) then:

- (a) if the second notification specifies (pursuant to paragraph 3.3.2(c)(i)) that it is to replace the first notification, and either
 - (i) the first Settlement Day on which the second notification is intended to be effective (specified pursuant to paragraph 3.3.2(a)(iv)) is the same as or prior to the last Settlement Day on which the first notification is intended to be effective (specified pursuant to paragraph 3.3.2(c)(ii)); or
 - (ii) no such last Settlement Day is specified in relation to the first notification; then

the first notification shall cease to be in force with effect from (and shall not be in force for) the first Settlement Period for which the second notification is in force in accordance with paragraph 1.3.2;

- (b) otherwise, the second notification shall be additional to the first.

3.3.6 A Metered Volume Reallocation Notification may not be amended or varied other than pursuant to paragraph 3.3.5.

3.3.7 The Energy Contract Volume Aggregation Agent shall:

- (a) validate (as to compliance with the requirements in paragraph 3.3.4) each Metered Volume Reallocation Notification submitted to it pursuant to this paragraph 3.3; and
- (b) determine whether such Metered Volume Reallocation Notification is to be treated as refused in accordance with paragraph 3.4.1.

3.3.8 The ECVAA will inform the Lead and Subsidiary Parties and the Metered Volume Reallocation Notification Agent if it does not validate the Metered Volume Reallocation Notification.

3.3.9 If:

- (a) a Metered Volume Reallocation Notification Agent submits a Metered Volume Reallocation Notification (the "**original**" such notification) which is not valid as provided in paragraph 3.3.4, and
- (b) the ECVAA does not so inform the Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8 within 20 minutes after the Metered Volume Reallocation Notification was received,

then paragraph 3.3.10 shall apply

3.3.10 In the circumstances in paragraph 3.3.9:

- (a) the Metered Volume Reallocation Notification may be:
 - (i) amended but only so as to correct those matters which gave rise to its invalidity as provided in paragraph 3.3.4, and

- (ii) resubmitted (as so amended) by that Metered Volume Reallocation Notification Agent at any time not later than the end of the Business Day next following:
 - (1) the day on which the ECVAAs did inform the Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8, or
 - (2) in the absence of the ECVAAs so informing the Metered Volume Reallocation Agent, Gate Closure for the first Settlement Period for which the Metered Volume Reallocation Notification would (if valid, and consistent with paragraph 1.2.4 where applicable) have been taken into account in Settlement;
- (b) the resubmitted Metered Volume Reallocation Notification:
 - (i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and
 - (ii) if valid in accordance with paragraph 3.3.4) shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph 3.4) effective for Settlement Periods for which the original Metered Volume Reallocation Notification would (consistent with paragraph 1.2.4) have been in force.

3.4 Refusal and rejection for credit reasons

3.4.1 Where either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3, a relevant Metered Volume Reallocation Notification (whether or not valid in accordance with paragraph 3.3.4) which is submitted during the Credit Default Refusal Period will be treated as refused and will not become effective.

3.4.2 Where:

- (a) a relevant Metered Volume Reallocation Notification has been validated in accordance with paragraph 3.3.7(a) and remains in force, and
- (b) either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3

such Metered Volume Reallocation Notification will be treated as rejected, and will have no effect, as to Metered Volume Reallocation Data which relate to Settlement Periods for which Gate Closure falls within the Credit Default Rejection Period.

3.4.3 For the purposes of this paragraph 3.4, a relevant Metered Volume Reallocation Notification is one which, if in force and not treated as rejected, would not have the effect of decreasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

3.5 Metered Volume Reallocation Data

3.5.1 A Metered Volume Reallocation Notification shall specify:

- (a) for each Settlement Period to which it relates, a MWh value, with no more than three digits after the decimal point, between -99,999.999 and 99,999.999; and
- (b) for each Settlement Period to which it relates, a percentage value, non-negative, with no more than five digits after the decimal point and not exceeding 100;

but for the avoidance of doubt any such data may have zero values.

3.5.2 In relation to the Subsidiary Energy Account ('a'), for each Settlement Day or (pursuant to paragraph 1.2.4 or 3.4.2) part thereof for which a Metered Volume Reallocation Notification is in force and not treated as rejected pursuant to paragraph 3.4.2, for each Settlement Period specified in that Metered Volume Reallocation Notification:

- (a) the Metered Volume Reallocation Fixed Data specified pursuant to paragraph 3.5.1(a) shall be "QMFR_{ziaj}";
- (b) the Metered Volume Reallocation Percentage Data specified pursuant to paragraph 3.5.1(b) shall be "QMPR_{ziaj}";
- (c) values of QMFR_{ziaj} and QMPR_{ziaj} that are not determined pursuant to paragraphs (a) and (b) shall be set to zero.

4. AGGREGATION

4.1 Aggregation of Energy Contract Volumes

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

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

where:

- (a) the summations on z extend to all Energy Contract Volume Notifications in force, and
- (b) the summations on b extend to all Energy Accounts of all Contract Trading Parties.

4.2 Exclusion of certain Metered Volume Reallocations

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

- (a) in the inverse of the chronological order in which the Metered Volume Reallocation Notifications were submitted (so that the data in the most recently submitted shall be the first to be disregarded), and
- (b) until the value of APD (determined excluding the disregarded values of QMPR_{ziaj}) is not greater than 100,

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

4.3 Aggregation of Metered Volume Reallocations

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

$$QMFR_{iaj} = \sum_z QMFR_{ziaj}$$

$$QMPR_{iaj} = \sum_z QMPR_{ziaj}$$

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

4.4 Determination and submission of aggregated data

4.4.1 The Energy Contract Volume Aggregation Agent shall:

- (a) determine, for each Settlement Period, Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volumes; and
- (b) no later than the Business Day following the Settlement Day, submit such Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volume data to the SAA.

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

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

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

4A NULLIFICATION OF VOLUME NOTIFICATIONS

4A.1 Submission of a Volume Notification Nullification Request

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

4A.1.2 A VNNR must:

- (a) specify:
 - (i) where Energy Contract Volume Notifications are in force between the relevant Contract Trading Parties, the Energy (From) Account and Energy (To) Account; and
 - (ii) where Metered Volume Reallocation Notifications in force between the relevant Contract Trading Parties, the Lead Energy Account and Subsidiary Energy Account,

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

- (b) specify the intended first effective Settlement Day and Settlement Period (the “**Nullification Effective Period**”); and
- (c) be submitted in accordance with and subject to BSCP 71.

4A.2 Validity of a VNNR

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

- (a) it is made in accordance with paragraph 4A.1; and
- (b) all ECVNA Authorisations and MVRNA Authorisations between the accounts specified in accordance with paragraph 4A.1.2(a), have been terminated in accordance with paragraphs 2.2 and 3.2 (as applicable).

4A.2.2 The ECVAA shall, in accordance with BSCP 71, assess the validity of each VNNR.

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

4A.3 Amendment of a VNNR

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

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

4A.4 ECVAA confirmation

4A.4.1 The ECVAA shall issue a VNNCR:

- (a) if valid receipt of a VNNR occurs between 0900 hours and 1600 hours (inclusive) on a Business Day, within one hour of such valid receipt; or
- (b) if valid receipt of a VNNR occurs between 1600 hours and 1700 hours on a Business Day, within a period of 60 successive minutes where each minute falls during a Business Day. Such period shall commence on valid receipt of a VNNR and end during the first hour of the next Business Day; or in all other cases
- (c) within one hour of the commencement of the next Business Day.

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

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

4A.4.4 If the Confirmed VNNR is:

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

- (i) the VNNCR shall be issued to both Contract Trading Parties to whom the Confirmed VNNR relates;
- (ii) the VNNCR shall state the Valid Nullification Effective Period; and
 - (iii) the ECVAA shall commence nullification of all Energy Contract Volumes and Meter Volume Reallocations between the accounts specified in accordance with paragraph 4A.1.2(a), with effect from the Valid Nullification Effective Period.

4A.5 Notification of completion of process

- 4A.5.1 The ECVAA shall, in accordance with BSCP 71, provide confirmation to both Contract Trading Parties to whom the Confirmed VNNR relates upon completion of the nullifications detailed in 4A.4.4(b).

5. FAILURES OF THE ECVAA SYSTEM

5.1 Introduction

- 5.1.1 For the purposes of this Section P:

- (a) "**Volume Notification**" means an Energy Contract Volume Notification and/or a Metered Volume Reallocation Notification, and "**Volume Notification Agent**" means an Energy Contract Volume Notification Agent and/or a Metered Volume Reallocation Notification Agent;
- (b) the "**ECVAA System**" is the BSC Agent System of the ECVAA, which for the avoidance of doubt does not include hardware or software forming part of any relevant Communications Medium;
- (c) an "**ECVAA System Failure**" is a failure or breakdown of the ECVAA System which has the effect that the ECVAA is unable to receive Volume Notifications submitted to it by all or any Volume Notification Agents, and/or (as the case may be) to send within 20 minutes after such receipt confirmations of such receipt to all or any such agents;
- (d) the reference in paragraph (c) to the ECVAA sending confirmations of receipt of Volume Notifications is without prejudice to the provisions of the Communications Requirements Document as to the deemed receipt of such notifications;
- (e) for the avoidance of doubt, no failure or breakdown of any Party System or any communications link not forming part of the ECVAA System shall be counted as an ECVAA System Failure;
- (f) in relation to an ECVAA System Failure:
 - (i) the "**system failure time**" is the start of the ECVAA System Failure, or such earlier time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;

- (ii) the "**resubmission deadline**" is the end of the Business Day following the day on which the ECVAA notified BSCCo (in accordance with paragraph 5.2.1(c)(i)) that the ECVAA System Failure has ended, or such earlier time (not being earlier than such failure ended) or later time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;
- (g) the purposes referred to in paragraph (f) are to enable Contract Trading Parties and their Volume Notification Agents to take steps to put themselves, so far as is practicable, in the position as respects the submission of Volume Notifications which they would have been had the ECVAA System Failure not occurred.

5.2 Consequences of ECVAA System Failure

5.2.1 Where an ECVAA System Failure occurs:

- (a) the ECVAA shall as soon as possible notify BSCCo of the failure and the time at which it started;
- (b) the ECVAA and BSCCo shall each use all reasonable efforts as soon as practicable to notify all Contract Trading Parties and Volume Notification Agents of the failure and the time at which it started;
- (c) as soon as practicable after the end of the ECVAA System Failure:
 - (i) the ECVAA shall notify BSCCo, Contract Trading Parties and Volume Notification Agents that the failure has ended;
 - (ii) BSCCo will notify Contract Trading Parties and Volume Notification Agents that Volume Notifications may be submitted or resubmitted in accordance with paragraph 5.2.2.

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

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

- (a) the ECVAA shall inform BSCCo which Volume Notification Agents are so affected, and references in paragraph 5.2.1 to Volume Notification Agents shall only be to those agents so affected;
- (b) paragraph 5.2.2 shall apply only in relation to the affected Volume Notification Agents.

5.2.4 Any Volume Notification submitted or resubmitted in accordance with paragraph 5.2.2 shall specify the details (as provided in paragraph 2.3.2 or 3.3.2) which were or would (pursuant to commitments made before Gate Closure for any Settlement Period to which such notification relates) have been specified in such notification if it had been submitted before Gate Closure for any Settlement Period to which it relates (and if any question arises

in relation to this paragraph 5.2.4, such question shall be decided by the Panel whose decision shall be final and binding on all Parties).

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

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

- (a) an ECVAA System Failure has occurred which has not been notified under paragraph 5.2.1(b), or
- (b) the ECVAA has given notice under paragraph 5.2.1(c)(i) at a time at which the ECVAA System Failure has not ended, or
- (c) (in the case of such an agent, where paragraph 5.2.3 applies) that it was not but should have been informed that it is affected as described in that paragraph;

such Party or agent may so notify BSCCo, as soon as reasonably practicable and in any event not later than the end of the Business Day following the day on which the Party or agent considers that the ECVAA System Failure occurred, or (in a case in paragraph (b)) after the day on which the ECVAA gave notice as therein mentioned.

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

- (a) BSCCo shall:
 - (i) notify the ECVAA,
 - (ii) promptly investigate the matter, and
 - (iii) determine whether an ECVAA System Failure occurred, or whether the failure had ended, or whether such agent was affected, each as referred to in paragraph 5.2.7;
- (b) the ECVAA and upon request any Party or Notification Agent shall provide reasonable assistance to BSCCo in such investigation;
- (c) BSCCo shall promptly notify its findings to all Contract Trading Parties and Volume Notification Agents;
- (d) BSCCo's determination of such matters shall be final and binding for the purposes of this paragraph 5.2;
- (e) where BSCCo determines that an ECVAA System Failure has occurred, BSCCo may determine and notify the resubmission deadline at any time at which it appears to BSCCo that the ECVAA System Failure has ended.

5.3 ECVAA System Withdrawal

5.3.1 Where:

- (a) there occurs or has occurred any partial ECVAA System Failure (that is, such a failure affecting some but not all Volume Notification Agents, and/or affecting only the ability of the ECVAA to receive or its ability to confirm receipt (as described in paragraph 5.1.1(c)) of Volume Notifications) and/or any failure or breakdown of the ECVAA System affecting the ability of the ECVAA to provide information of invalidity of Volume Notifications within the timescales contemplated in paragraph 2.3.9(b) and 3.3.9(b)), and
- (b) the ECVAA or BSCCo determines (in its reasonable opinion) that, in order to minimise disruption to the smooth and efficient implementation of Contract Trading Parties' operations under this Section P and of Settlement, it is necessary:
 - (i) to withdraw the ECVAA System from operation in order to remedy such failure or breakdown and/or to implement the provisions of paragraph 5.2 (in the case of an ECVAA System Failure giving rise to the application of such provisions); and
 - (ii) to do so earlier than might otherwise be done by way of planned BSC Agent downtime in accordance with the Communications Requirement Document

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

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

- (a) the ECVAA shall, not later than the time of such withdrawal, give notice thereof to BSCCo specifying the time of such withdrawal;
- (b) the ECVAA shall restore the ECVAA System to operation as soon as reasonably practicable, having regard to the purposes (described in paragraph 5.3.1(b)) for which it was withdrawn from operation;
- (c) in order to enable Volume Notifications to be submitted to the ECVAA in respect of the period of withdrawal, paragraphs 5.1.1(f) and 5.2 (excluding paragraphs 5.2.1(a), 5.2.3, 5.2.6 and 5.2.7) shall apply as if references in those paragraphs:
 - (i) to the ECVAA System Failure (or the start of such failure) were to the withdrawal from operation of the ECVAA System;
 - (ii) to the end of the ECVAA System Failure were to the restoration to operation of the ECVAA System.

6. PAST NOTIFICATION ERRORS

6.1 Meaning of Past Notification Error

6.1.1 For the purposes of this Section P:

- (a) a "**Past Notification Error**" occurred in relation to the notification of Energy Contract Volume Data or Metered Volume Reallocation Data for a Settlement Period where and only where there was an error in the submission of a Volume Notification on the part of the Volume Notification Agent and/or the relevant Contract Trading Parties which was not rectified prior to Gate Closure for the relevant Settlement Period and where Gate Closure for such Settlement Period occurred prior to the date on which this paragraph 6 comes into effect;
- (b) references in this paragraph 6 to the submission of a Volume Notification:
 - (i) mean the submission of a particular Volume Notification; and
 - (ii) include a failure to submit a Volume Notificationand the provisions of this paragraph 6 shall be construed accordingly;
- (c) for the purposes of paragraph (a), an error in the submission of a Volume Notification will be considered to have occurred only where:
 - (i) the relevant Contract Trading Parties had, at the time of such submission, a demonstrably settled and (save in the case of paragraph 1.4.1) shared commitment to notify particular ascertained Volume Data for the Settlement Period in question; and
 - (ii) it is clear that a mistake occurred in giving effect to that commitment;
- (d) in relation to a claim of Past Notification Error:
 - (i) the "**relevant**" Volume Notification is the Volume Notification in respect of which the Past Notification Error occurred;
 - (ii) the "**relevant**" Volume Notification Agent is the Volume Notification Agent which submitted or failed to submit (as the case may be) the relevant Volume Notification;
 - (iii) the "**relevant**" Settlement Period is the Settlement Period in respect of which the Past Notification Error occurred;
 - (iv) a "**relevant**" Contract Trading Party is a Contract Trading Party in relation to which the Past Notification Error occurred;
 - (v) the "**rectified Volume Notification**" is the Volume Notification which would have been made had the Past Notification Error not occurred; and
 - (vi) the "**relevant**" Settlement Run, in relation to a claim or claims for Past Notification Error, is the next Settlement Run as referred to in paragraph 6.5.1(b);

- (e) in relation to a relevant Contract Trading Party, references to a Past Notification Error are to the Past Notification Error which has (or is alleged to have) occurred in respect of such Party;
- (f) "**Volume Data**" means Energy Contract Volume Data or Metered Volume Reallocation Data, as the case may be;
- (g) "**Relevant Account Energy Imbalance Cashflow**" means the Account Energy Imbalance Cashflow of an Energy Account of a relevant Contract Trading Party in relation to a relevant Settlement Period or, if claims for more than one Past Notification Error in respect of the same Volume Notification are made, the net aggregate amount of such Account Energy Imbalance Cashflows for all relevant Settlement Periods.

6.2 Claiming Past Notification Errors

- 6.2.1 Where a relevant Contract Trading Party considers that there has been a Past Notification Error, such Party may make a claim to that effect by giving written notice of such claim to BSCCo, identifying the Past Notification Error and the relevant Settlement Period, provided that no claim of Past Notification Error may be made after the expiry of ten Business Days after the date on which this paragraph 6 comes into effect.
- 6.2.2 Subject to paragraph 6.2.6, where a relevant Contract Trading Party makes a claim of Past Notification Error, such Party shall pay a fee to BSCCo for each such claim, the amount of which (for each such claim, provided that, for the purposes of this paragraph 6.2.2 and subject to paragraph 6.2.4, claims of Past Notification Error made by a Party in respect of the same Volume Notification shall be treated as a single claim) shall be £5,000, or such other amount as the Panel may from time to time after consultation with Parties and the approval of the Authority, determine upon not less than 30 days notice to Parties, and which shall not be reimbursed in any circumstances.
- 6.2.3 Where a relevant Contract Trading Party makes a claim of Past Notification Error (other than one to which paragraph 1.4.1 applies), the claim shall be accompanied by a statement in writing from the other relevant Contract Trading Party and, where the relevant Volume Notification Agent is not one of the relevant Contract Trading Parties, from the relevant Volume Notification Agent (addressed, in each case, to BSCCo for the benefit of all Contract Trading Parties) confirming that it considers that the Past Notification Error has occurred.
- 6.2.4 A claim of Past Notification Error may not be made in relation to a Volume Notification in respect of which a previous claim has been made (and, accordingly, if a relevant Contract Trading party wishes to claim Past Notification Errors in relation to more than one Settlement Period, a single claim must be made for all such errors).
- 6.2.5 A claim of Past Notification Error may be made in relation to a Volume Notification, notwithstanding that the Volume Notification was treated as rejected (in relation to the relevant Settlement Period) or refused, in accordance with paragraph 2.4 or 3.4, where the rectified Volume Notification (if submitted as described in paragraph 6.4.5) would not have been so treated, but without prejudice to paragraph 6.6.2.
- 6.2.6 For the purposes of paragraph 6.2.2, where:

- (a) a Contract Trading Party has submitted a number of claims of Past Notification Error, and
- (b) in relation to any two or more of such claims (“the **relevant claims**”) of Past Notification Error, the Panel is satisfied that, for each such Past Notification Error, the relevant mistake resulted from the same cause (whether consisting of a particular defect in systems or procedures or of a particular act or omission of a person or otherwise)

the relevant claims shall be treated as a single claim.

6.2.7 For the purposes of paragraph 6.2.2, where:

- (a) the relevant mistake in relation to a Past Notification error is the mistake (as referred to in paragraph 6.1.1(c)(ii)) by reason of which such Past Notification Error occurred;
- (b) the relevant Contract Trading Party shall notify BSCCo (by a time to be specified by BSCCo for the purposes of this paragraph) if it wishes the Panel to consider whether any claims should be treated as a single claim under paragraph 6.2.6, and (when requested to do so by the Panel Secretary) shall provide such evidence and other information as the Panel may reasonably require in connection therewith;
- (c) the Panel may consider the matter at the same time or at a different time as considering the relevant claims for the purposes of paragraph 6.4 (but in any event no later than the time when the fee is invoiced to the relevant Contract Trading Party under 6.4.4(g));
- (d) the decision of the Panel (as to whether and what relevant claims are to be treated as a single claim) shall be final and binding.

6.3 **Flagging Past Notification Errors**

6.3.1 Where a Party gives notice of a claim of Past Notification Error under paragraph 6.2.1, BSCCo shall within one Business Day after receiving such notice notify the claim to the Energy Contract Volume Aggregation Agent, all Contract Trading Parties, and the relevant Volume Notification Agent.

6.4 **Determination of Past Notification Errors**

6.4.1 The Panel shall consider and determine claims of Past Notification Error in accordance with this paragraph 6.4.

6.4.2 For the avoidance of doubt, the Panel may establish or appoint a Panel Committee to discharge its functions under this paragraph 6, and (notwithstanding Section W2.2) the Panel may appoint the Trading Disputes Committee, and (if so appointed) that Committee shall have the ability and competence, to do so.

6.4.3 Claims of Past Notification Error will be considered and determined in a timely fashion, but having regard (among other things) to the need first to establish appropriate central systems and processes to give effect to the requirements of this paragraph 6, the overall number of claims made and the time reasonably required to investigate each claim.

6.4.4 Where a claim of Past Notification Error is made:

- (a) the Panel Secretary shall request:

- (i) the Party claiming the Past Notification Error to provide evidence and information supporting its claim;
 - (ii) the other relevant Contract Trading Party (if any) to provide evidence and information supporting the claim; and
 - (iii) the relevant Volume Notification Agent and the ECVAA to provide comments in relation to the claim;
- (b) BSCCo shall:
- (i) investigate the matters referred to in paragraph 6.4.7 (and each Trading Party shall provide BSCCo with such information as BSCCo may reasonably request for these purposes); and
 - (ii) provide the Panel with a report of its findings, a copy of which shall be made available to the Party claiming the Past Notification Error;
- (c) the relevant Contract Trading Parties and the relevant Volume Notification Agent shall:
- (i) provide the Panel with such further information as it may reasonably request to assist it in making its determination; and
 - (ii) confirm to the Panel that the evidence and information provided to the Panel are complete and not misleading;
- (d) the Panel shall determine in its opinion:
- (i) whether the Party claiming the Past Notification Error has demonstrated that there was a Past Notification Error in relation to the relevant Settlement Period;
 - (ii) if so, what the Past Notification Error was; and
 - (iii) whether the Past Notification Error should in all the circumstances be rectified in relation to the relevant Settlement Period, subject to paragraphs 6.4.6 and 6.4.7,
- and the Panel shall indicate its reasons for its determination;
- (e) the Panel Secretary shall notify the Panel's determinations to all Contract Trading Parties and the relevant Volume Notification Agent, together with the reasons indicated by the Panel for its determinations and a brief description of the process followed by the Panel in making its determinations;
- (f) BSCCo shall give such instructions to the ECVAA, SAA and FAA as are necessary to give effect to any such rectification;
- (g) the fee under paragraph 6.2.2 shall be invoiced as and included in determining BSCCo Charges for the relevant Party for the next month for which BSCCo Charges are invoiced following the notification of the Panel's determination under paragraph (e), and shall be paid accordingly.

6.4.5 The determination of the Panel (or any Panel Committee established or appointed under paragraph 6.4.2) as to each of the matters referred to in paragraph 6.4.4(d) shall be final and binding on all Parties, subject to paragraph 6.7.

- 6.4.6 Rectification of a Past Notification Error shall not be made if the rectified Volume Notification would have been invalid (pursuant to paragraph 2.3.4 or 3.3.4) or treated as rejected (in relation to the relevant Settlement Period) or refused (pursuant to paragraph 2.4 or 3.4) if such rectified Volume Notification had been submitted:
- (a) at the time at which the relevant Volume Notification was submitted; or
 - (b) where the Past Notification Error is a failure to submit, immediately prior to Gate Closure for the relevant Settlement Period.
- 6.4.7 The Panel shall decline to rectify a Past Notification Error where it considers that the relevant Contract Trading Party and/or the relevant Volume Notification Agent did not (or the relevant Contract Trading Party has failed to demonstrate that it and/or the relevant Volume Notification Agent did):
- (a) at the time that the Past Notification Error occurred, have in place prudent systems and processes in connection with Volume Notifications, the question of whether such systems and processes were prudent to be judged in the light of the circumstances then prevailing; and/or
 - (b) promptly take all appropriate steps:
 - (i) to rectify, reverse or otherwise mitigate the effect of the error (giving rise to one or more such Past Notification Errors) in respect of Settlement Periods for which Gate Closure occurred after it became aware of such error; and
 - (ii) to avoid a repetition of the said error, following discovery of the error.
- 6.4.8 For the purposes of paragraph 6.4.4(d), in determining whether or not, subject to paragraphs 6.4.6 and 6.4.7, a Past Notification Error should in all the circumstances be rectified, the Panel may have regard, among other things, to the following factors, where the Panel considers such factors to be relevant:
- (a) the extent to which, in the Panel's view, the Past Notification Error was directly attributable to a failure of BSC Systems, subject to paragraph 6.4.9;
 - (b) the extent to which, in the Panel's view, the Past Notification Error was directly attributable to an inaccuracy in or the non-availability of the Forward Notification Summary as referred to in Table 3 of Annex V-1 but otherwise without prejudice to the provisions of Section V1.1.4;
 - (c) the extent to which, in the Panel's view, the Past Notification Error and/or the magnitude of the loss suffered by the relevant Contract Trading Parties in respect of Trading Charges as a result of the error was attributable to a combination of circumstances which could not reasonably have been foreseen; or
 - (d) the extent to which, in the Panel's view, the magnitude of the loss suffered by one or both of the relevant Contract Trading Parties in respect of Trading Charges as a result of the Past Notification Error was wholly disproportionate, due weight being given to the desirability of incentivising Contract Trading Parties to avoid mistakes in the submission of Volume Notifications.

6.4.9 For the avoidance of doubt, no claim may be made under this paragraph 6 in respect of a Volume Notification to which the provisions of paragraph 5 apply.

6.5 Rectification of Past Notification Errors

6.5.1 Where the Panel determines that a Past Notification Error occurred and should be rectified:

- (a) the Panel shall determine what adjustments are required to the relevant Account Bilateral Contract Volumes, Metered Volume Fixed Reallocations and/or Metered Volume Percentage Reallocations (as the case may be) in order to rectify the Past Notification Error as determined by the Panel;
- (b) such adjustments shall be made as soon as is practicable, and shall be taken into account in the next Settlement Run for the relevant Settlement Period after such adjustments have been made.
- (c) if the Final Reconciliation Settlement Run for the relevant Settlement Period has already taken place before the Panel has made its determination under 6.5.1, such adjustments shall be made as soon as is practicable, and shall be taken into account in a Post-Final Settlement Run or Extra-Settlement Determination for the relevant Settlement Period after such adjustments have been made.

6.5.2 Where, in relation to a claim for Past Notification Error (or, if claims for more than one Past Notification Error in respect of the same Volume Notification are made, in relation to the sum of all such claims in aggregate), the adjustments to the data as determined pursuant to paragraph 6.5.1 result in a reduced debit or increased credit in the Relevant Account Energy Imbalance Cashflow of the relevant Contract Trading Parties (or either of them individually), such Party or Parties shall be liable to pay to the BSC Clearer the Error Correction Payment(s) applicable to its or their Energy Account(s) in accordance with the further provisions of this paragraph 6.5.

6.5.3 BSCCo shall calculate the Error Correction Payment (ECP_a) for those Energy Account(s) of the relevant Contract Trading Party(ies) for which adjustment of the data as determined pursuant to paragraph 6.5.1 results in a reduced debit or increased credit in the Relevant Account Energy Imbalance Cashflow as follows:

$$ECP_a = 0.2 * \max (\sum_j (NCAEI_{aj} - CAEI_{aj}), 0)$$

where:

- (a) \sum_j is the sum over all relevant Settlement Periods j relating to the relevant Volume Notification;
- (b) $CAEI_{aj}$ is the Account Energy Imbalance Cashflow determined by the relevant Settlement Run for Energy Account a and relevant Settlement Period j ;
- (c) $NCAEI_{aj}$ (the non-corrected Account Energy Imbalance Cashflow) is the value which would have been the value of $CAEI_{aj}$ for Energy Account a and relevant Settlement Period j , had the Past Notification Error not been rectified.

6.5.4 In relation to Past Notification Errors, the amount of the Error Correction Payment(s) made by the relevant Contract Trading Parties shall be paid by the BSC Clearer to Trading Parties by way of Error Correction Payment Reallocation in accordance with this paragraph 6.5.

6.5.5 Where an Error Correction Payment is payable, BSCCo shall calculate the Error Correction Payment Reallocation (ECPR_a) for each Energy Account of each Trading Party as follows:

- (a) if rectification of the relevant Past Notification Error(s) in respect of which the Error Correction Payment is payable results in a reduced debit or increased credit (or net reduced debit or increased credit) in the Account Energy Imbalance Cashflow for Energy Account a, then:

$$ECPR_a = 0$$

- (b) otherwise:

$$ECPR_a = ECP_a * \sum_j RCRP_{aj} / \sum_a \sum_j RCRP_{aj}$$

where:

- (i) \sum_j is the sum over all relevant Settlement Periods j relating to the relevant Volume Notification;
- (ii) \sum_a is the sum over all Energy Accounts a other than those referred to in paragraph (a).

6.5.6 The amounts of the entitlements and liabilities under paragraphs 6.5.3 and 6.5.5 shall be Ad Hoc Trading Charges for the purposes of Section N6.9.

6.6 Credit Arrangements

6.6.1 Where a Past Notification Error is rectified, the rectification shall not be taken into account for the purposes of the determination of the relevant Contract Trading Parties' Credit Cover Percentages in relation to any Settlement Periods (whether occurring, or for which Gate Closure occurs before, on or after the time of the rectification).

6.6.2 In accordance with paragraph 6.6.1:

- (a) where, in accordance with Section M, a relevant Contract Trading Party is or was treated as being in Credit Default and would not have been so treated had the rectified Volume Notification been submitted:
- (i) Section M3.5 shall not apply, and such Party shall not be entitled to any right or remedy in respect of being so treated; and
- (ii) to the extent that, as a result of such Party being so treated, any other Volume Notification is or was treated as rejected (in relation to any Settlement Period) or refused in accordance with paragraph 2.4 or 3.4, such refusal or rejection shall not be affected or prejudiced by the rectification of the Past Notification Error and Section M4 shall not apply in relation thereto;
- (b) where, in accordance with Section M, a relevant Contract Trading Party would be or would have been treated as being in Level 2 Credit Default if the rectified Volume Notification had been submitted, and is or was not so treated, the rectification of the Past Notification Error shall not affect or prejudice any other Volume Notification which is or was not treated as refused, or rejected as a result.

6.6.3 For the purposes of this paragraph 6.6, the time of the rectification of a Past Notification Error is the time with effect from which the ECVA enters into its BSC Agent System the adjustments determined under paragraph 6.5.1.

6.7 Appeal to Authority

6.7.1 Where the Panel (or Panel Committee) makes a determination pursuant to paragraph 6.4.4(d), any Party may refer such determination to the Authority subject to the further provisions of this paragraph 6.7.

6.7.2 A reference to the Authority pursuant to paragraph 6.7.1 shall be made:

(a) no later than five Business Days after the relevant determination is notified to all Contract Trading Parties under paragraph 6.4.4(e);

(b) solely on one or both of the grounds set out in paragraph 6.7.3;

(c) by notice in writing to the Authority, copied to the Panel Chairman, setting out the grounds upon which the reference is made and the reasons why the Party making such reference believes that the Authority should exercise its powers set out in paragraph 6.7.4 (as the case may be); and

(d) subject to payment by the Party making such reference of a fee of £5000 (in respect of each such reference or, where more than one reference is made at the same time in relation to the same Volume Notification, in respect of all such references together), such fee to be invoiced and paid in accordance with the provisions, mutatis mutandis, of paragraph 6.4.4(g).

6.7.3 The grounds referred to in paragraph 6.7.2(b) are either:

(a) the procedures set out in this paragraph 6 have not been followed in relation to the claim of Past Notification Error(s) forming the subject of the relevant determination; or

(b) new information has emerged since the relevant determination was made, which is or is likely to be of relevance to the determination.

6.7.4 Where a determination of the Panel (or Panel Committee) is referred to the Authority pursuant to paragraph 6.7.1, and provided the Authority is satisfied that one of the grounds referred to in paragraph 6.7.3 applies, the Authority may:

(a) substitute for the Panel's (or Panel Committee's) determination its own determination of the matter(s) forming the subject of such determination; or

(b) remit the matter(s) back to the Panel (or Panel Committee) to be decided again in accordance with the procedures of this paragraph 6 or in the light of the new information which has emerged (as the case may be); or

(c) uphold the relevant determination.

6.7.5 The decision of the Authority shall be final and binding.

6.7.6 The Panel (or Panel Committee) and the Authority shall not act as an expert or an arbitrator in making any decisions pursuant to this paragraph 6 and the provisions of the Arbitration Act 1996 shall not apply in respect of any such decisions.

SECTION Q: BALANCING MECHANISM ACTIVITIES

1. INTRODUCTION

1.1 Scope

1.1.1 This Section Q provides for:

- (a) the submission of data items in respect of relevant BM Units in accordance with the Grid Code;
- (b) the submission of Physical Notifications in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the Transmission Company and Point FPNs to be established by the SAA in respect of BM Units for each Settlement Period;
- (c) arrangements for the submission by Lead Parties of Bid-Offer Pairs in respect of relevant BM Units and for the acceptance of Bids and Offers by the Transmission Company;
- (d) the submission by the Transmission Company of Acceptance Data for the purposes of Section T and Section V;
- (e) the submission by the Transmission Company of Balancing Services Adjustment Data for the purposes of Settlement; and
- (f) the submission by the Transmission Company to the BMRA of other operational data items for the purposes of Section V.

1.2 Interpretation

1.2.1 In this Section Q:

- (a) at or in relation to a particular time and in relation to a particular data item, "**prevailing**" means most recently received by the Transmission Company in accordance with the Grid Code (and not invalidated thereunder) prior to that time or, in the absence of any such receipt and/or during a period of Outage, determined (where applicable) by the Transmission Company in accordance with the Grid Code;
- (b) subject to paragraph 1.2.4, references to a "**relevant BM Unit**" are to a BM Unit in respect of which the Lead Party wishes to submit Bid-Offer Pairs from time to time under the Code;
- (c) an "**Outage**" means any withdrawal by the Transmission Company (for maintenance or otherwise), breakdown or failure of any electronic data communications systems by which the Transmission Company receives and accesses communications made by Lead Parties, where such withdrawal, breakdown or failure has (and for so long as it has) the effect that all Lead Parties are unable to submit Physical Notifications or Bid-Offer Data or the Transmission Company is unable to receive or access such data submitted by all Lead Parties;
- (d) references to the period of Outage shall be to the period commencing at the time when such Outage first occurs and ending at the time when the Transmission Company's ability to receive and access Physical Notifications and Bid-Offer Data is restored.

- 1.2.2 In respect of the submission of data and the making of other communications under this Section Q:
- (a) where a Party (other than the Transmission Company) or the Transmission Company is entitled or obliged to submit data items to, or otherwise to communicate with, the Transmission Company or such a Party (respectively) in accordance with the Grid Code, such submission or communication shall be:
 - (i) in accordance with the communications requirements; and
 - (ii) subject to the rules as to when and whether data or communications are treated as received,

set out in the Grid Code;
 - (b) the Transmission Company shall ensure that it has appropriate systems and processes in place for the purposes of receiving and responding to the data items to be submitted by Lead Parties, and otherwise communicating with Lead Parties, pursuant to or as contemplated by this Section Q; and
 - (c) where the Transmission Company is entitled or obliged to submit data items to a BSC Agent, such submission shall be subject to and in accordance with the provisions of Section O.
- 1.2.3 For the avoidance of doubt, the Final Physical Notification Data, the Bid-Offer Data and the Acceptance Data submitted by the Transmission Company pursuant to this Section Q shall be converted into point values by the SAA and the BMRA in accordance with the provisions of Section T and Section V respectively.
- 1.2.4 From the first occasion on which the Lead Party submits any Bid-Offer Pair in respect of a BM Unit, by virtue of arrangements (for the determination of default data) applying under the Grid Code, the BM Unit will be and at all times continue to be a relevant BM Unit, unless the Lead Party takes any such steps as may be available in accordance with the Grid Code to discontinue the application of such default data arrangements.
- 1.2.5 The Transmission Company shall notify BSCCo (as soon as reasonably practicable after the information is available):
- (a) of any notice given by the Transmission Company to Users under the Grid Code that an Outage is to occur and of the period of notice given;
 - (b) of the time when an Outage occurs;
 - (c) of the time when such Outage ends.

1.3 Data submission by Transmission Company

- 1.3.1 Where under this Section Q the Transmission Company is required to send particular data to both the BMRA and SAA, for so long as the same person acts as BMRA and SAA, the Transmission Company shall be treated as having sent such data to both of them if it has sent the data to one of them.

2. DATA SUBMISSION BY LEAD PARTY

2.1 Dynamic Data Set

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

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

- (a) Run-Up Rate;
- (b) Run-Down Rate;
- (c) Notice to Deviate from Zero;
- (d) Notice to Deliver Offer;
- (e) Notice to Deliver Bid;
- (f) Minimum Zero Time;
- (g) Minimum Non-Zero Time;
- (h) Maximum Delivery Volume and associated Maximum Delivery Period;
- (i) Stable Export Limit;
- (j) Stable Import Limit.

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

2.2 Maximum Export Limits and Maximum Import Limits

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

2.2.2 In respect of Interconnector BM Units:

- (a) the value of Maximum Import Limit for the Production BM Unit shall be zero; and
- (b) the value of Maximum Export Limit for the Consumption BM Unit shall be zero.

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

2.3 Quiescent Physical Notifications

2.3.1 For each relevant BM Unit, the Lead Party may submit to the Transmission Company Quiescent Physical Notifications (as defined in the Grid Code) in accordance with the provisions of the Grid Code.

2.3.2 The Lead Party may change Quiescent Physical Notifications for a relevant BM Unit as provided in the Grid Code by notifying the Transmission Company in accordance with the Grid Code and any such change shall be effective from such time as provided in the Grid Code.

2.4 Joint BM Unit Data

2.4.1 Where a Supplier has designated a Supplier BM Unit as a Joint BM Unit pursuant to Section K3.3.9, the Joint BM Unit Data will be submitted to the Transmission Company by the CRA.

3. FINAL PHYSICAL NOTIFICATION DATA SUBMISSION

3.1 Application

3.1.1 The provisions of this paragraph 3 shall apply:

- (a) in respect of any BM Unit for which (at a given time) there is an obligation under the Grid Code to submit a Physical Notification; and
- (b) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Bid-Offer Pairs.

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

3.2 Final Physical Notification Data

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

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

3.2.3 The requirements referred to in paragraph 3.2.1 are:

- (a) Final Physical Notification Data shall comprise one or more values, each of which shall comprise a MW 'from' level with an associated 'from' time and a MW 'to' level with an associated 'to' time;
- (b) in each case, the MW level shall be an amount representing a quantity of Active Power expressed in whole MW and for spot time 't' falling within the relevant Settlement Period, where 't' is a time expressed in a whole number of minutes;

- (c) Final Physical Notification Data shall include a MW level for the spot time at the start of the relevant Settlement Period and a MW level for the spot time at the end of the relevant Settlement Period;
- (d) Final Physical Notification Data shall comply with the conventions established in Section X; and
- (e) in the case of Interconnector BM Units:
 - (i) the MW level for a Production BM Unit shall be zero or a positive amount;
 - (ii) the MW level for a Consumption BM Unit shall be zero or a negative amount; and
 - (iii) the MW level for each of the pair of BM Units associated with an Interconnector and an Interconnector User shall be such that at no time is the value of $FPN_{ij}(t)$ for both such BM Units a non-zero amount for the same spot time.

4. BALANCING MECHANISM BID-OFFER SUBMISSION

4.1 Bid-Offer Pairs

- 4.1.1 For any Settlement Period, the Lead Party of a relevant BM Unit may submit one or more Bid-Offer Pairs in respect of that BM Unit, provided that such Party has complied with paragraph 3.2.1.
- 4.1.2 Any submission of Bid-Offer Pairs under this paragraph 4.1 shall be made to the Transmission Company in accordance with the Grid Code and so as to be received no later than Gate Closure for the relevant Settlement Period, subject to paragraph 4.2.
- 4.1.3 Each Bid-Offer Pair for a relevant BM Unit for a Settlement Period shall comprise:
 - (a) a 'from' MW level expressed as a whole number of MW with an associated 'from' time expressed as the spot time at the start of the Settlement Period and a 'to' MW level expressed as a whole number of MW with an associated 'to' time expressed as the spot time at the end of the Settlement Period;
 - (b) an associated Offer Price (PO_{ij}^n) and Bid Price (PB_{ij}^n) each expressed in £/MWh and to two decimal places; and
 - (c) an associated Bid-Offer Pair Number 'n'.
- 4.1.4 For each Bid-Offer Pair:
 - (a) the MW 'from' level shall be equal to the MW 'to' level;
 - (b) the Offer Price shall be not less than the Bid Price.
- 4.1.5 In respect of each relevant BM Unit for each Settlement Period:
 - (a) no more than 5 Bid-Offer Pairs may be submitted with positive MW levels, and each such Bid-Offer Pair shall have a positive value of Bid-Offer Pair Number, numbered sequentially starting from one and up to (but not beyond) 5; and

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

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

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

4.2 Balancing Mechanism Default Data

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

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

5. BALANCING MECHANISM BID-OFFER ACCEPTANCE

5.1 Bid-Offer Acceptances

- 5.1.1 The Transmission Company may accept Bids and/or Offers subject to and in accordance with the provisions of this paragraph 5.1 and not otherwise.
- 5.1.2 The Transmission Company may accept Bid(s) and/or Offer(s) by issuing a communication under the Grid Code of a type which, for the purposes of the Code, is classed as an Acceptance pursuant to paragraph 5.1.3.
- 5.1.3 The following communications only shall be classed as Acceptances for the purposes of the Code:
 - (a) a communication issued in respect of a BM Unit in accordance with BC2.7 of the Grid Code which complies with the requirement in paragraph 5.1.4 and which:
 - (i) was confirmed by the Lead Party (in accordance with BC2.6.1) of the Grid Code; or
 - (ii) if not so confirmed:

- (1) is consistent with the data referred to in paragraph 5.2.1, and
 - (2) was not rejected by the Lead Party on safety grounds in accordance with BC 2.7.3 of the Grid Code, and
 - (3) was not withdrawn by the Transmission Company in accordance with BC2.7.3 of the Grid Code;
 - (b) a communication issued as an Emergency Instruction in respect of a BM Unit in accordance with BC2.9, excluding BC2.9.1.2(e), of the Grid Code, which:
 - (i) complies with the requirement in paragraph 5.1.4, and
 - (ii) was not rejected by the Lead Party on safety grounds in accordance with BC2.9.2.1 of the Grid Code.
- 5.1.4 The requirement referred to in paragraphs 5.1.3(a) and (b)(i) is that the relevant communication comprises a request or instruction which contains the data items set out in paragraph 5.3.1(a), or from which such data items can be derived or reasonably inferred.
- 5.1.5 The operation of an intertrip in the circumstances described in BC2.5.2.3 of the Grid Code shall be treated as being an Acceptance falling within paragraph 5.1.3(b), and for the purposes of determining Acceptance Data pursuant to paragraph 5.3 in relation thereto there shall (subject to paragraph 5.3.3) be a single Acceptance Volume Pair for which the 'from' and 'to' times are the time of operation of the intertrip and the 'to' volume is the MW level implied by the operation of the intertrip.
- 5.1.6 The Transmission Company shall log the communications referred to in paragraph 5.1.3 and occurrences referred to in paragraph 5.1.5 in its system.
- 5.1.7 The Transmission Company shall record and maintain a record of each confirmation, rejection or withdrawal under the Grid Code of any such communication as is referred to in paragraph 5.1.3.
- 5.1.8 For the avoidance of doubt, a communication of the type referred to in this paragraph 5.1 may relate to more than one Settlement Period.
- 5.1.9 In this paragraph 5.1, references to a Lead Party's rejection or confirmation of a communication (and similar expressions):
- (a) shall be construed as meaning rejection or confirmation of the request or instruction contained in such communication; and
 - (b) shall include a rejection or confirmation which is effected by any person acting for or on behalf of the Lead Party.
- 5.1.10 In this paragraph 5.1, "**consistent**" shall be construed as meaning to the nearest integer MW level (where a first decimal place value of a magnitude of 4 or less results in the MW level being rounded to the nearest integer MW level of lower magnitude).
- 5.1.11 For the purposes of the Code the "**Bid-Offer Acceptance Time**" in respect of a communication classed as an Acceptance shall be:
- (a) in the case of a communication under paragraph 5.1.3(a) or (b), the time at which the communication was issued by the Transmission Company;

- (b) in the case of the operation of an intertrip, treated as an Acceptance pursuant to paragraph 5.1.5, the time of operation of the intertrip.

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

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

where

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

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

5.1.13 A communication shall not be an Acceptance in relation to a Joint BM Unit unless there is an equivalent communication classed (subject only to this paragraph 5.1.13) as an Acceptance in respect of all Joint BM Units for which the Joint BM Unit Data are the same.

5.2 Data Consistency Requirements

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

- (a) the Physical Notification prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates, adjusted in each case to take account of any previous Acceptances in respect of such Settlement Period;
- (b) the Dynamic Data Set prevailing at the Bid-Offer Acceptance Time;
- (c) the Maximum Export Level and Maximum Import Level data referred to in paragraph 2.2.1 prevailing at the Bid-Offer Acceptance Time; and
- (d) the Quiescent Physical Notification data referred to in paragraph 2.3.1 prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates.

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

5.3 Acceptance Data

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

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

- (i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import); and
 - (ii) the times are expressed in a whole number of minutes and the first 'from' time is not earlier than the Bid-Offer Acceptance Time and the last 'to' time is not later than the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time; and
- (b) the associated Bid-Offer Acceptance Number 'k' expressed as an integer greater than the value of k for the Acceptance Data (for that BM Unit) with the immediately preceding Bid-Offer Acceptance Time or, where any Acceptance Data exists with identical Bid-Offer Acceptance Time, greater than the highest value of k which exists with such Bid-Offer Acceptance Time; and
- (c) the associated Bid-Offer Acceptance Time.
- 5.3.2 Subject to paragraph 5.3.3, for the purposes of an Acceptance falling under paragraph 5.1.3(b) (including pursuant to paragraph 5.1.5), the Acceptance Data shall be deemed to include a Volume Acceptance Pair for which:
- (a) the 'from' time and MW level are the same as the latest 'to' time and MW level which are specified in or can be derived or inferred from the communication;
 - (b) the 'to' time is the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time, and the 'to' MW level is the same as the 'from' MW level.
- 5.3.3 The Lead Party and the Transmission Company may agree variations in the Acceptance Data in paragraph 5.3.1(a) in respect of an Acceptance pursuant to paragraph 5.1.3(b) provided that no such variation may be made:
- (a) in relation to the first Volume Acceptance Pair;
 - (b) in respect of the Bid-Offer Acceptance Time;
 - (c) for the avoidance of doubt, which would be inconsistent with the requirements in paragraph 5.3.1(a)(ii);

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

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

5.4 Suspension of balancing mechanism

- 5.4.1 Where, for the purposes of any Contingency Provisions, the operation of the balancing mechanism is to be suspended in relation to any Settlement Period:
- (a) no communication issued by the Transmission Company under the Grid Code relating to that Settlement Period shall be classed as an Acceptance;
 - (b) accordingly (without prejudice to any further provisions applying under the Grid Code in the relevant circumstances):

- (i) the arrangements in this paragraph 5 for the acceptance of Bids and Offers, and
- (ii) the entitlements and liabilities of Parties pursuant to the provisions in Section T for the determination of Period BM Unit Cashflow and BM Unit Period Non-delivery Charge and (unless otherwise provided in the relevant Contingency Provisions) Information Imbalance Charge,

shall not apply;

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

5.5 Historic balancing mechanism prices

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

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

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

- (b) except where paragraph (c) applies, if there are no values (as referred to in paragraph (a)) of Offer Price or (as the case may be) Bid Price for any of the Settlement Periods in the historic period, the value of Offer Price or (as the case may be) Bid Price shall be equal to zero;
- (c) if the direction referred to in paragraph 5.5.2(c)(i) was given within a period of 30 days commencing on the Go-live Date, the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than, such values as the Panel shall determine, in its opinion, subject to the approval of the Secretary of State, as being appropriate limits on such prices having regard to any guidance provided by the Secretary of State (and taking into account, inter alia, such Bid Prices and Offer Prices as are referred to in paragraph (a) for Settlement Periods on and after the Go-live Date, and any prices submitted under the Pooling and Settlement Agreement which appear to the Panel to be relevant).

5.5.2 For the purposes of this paragraph 5.5:

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

- (b) a relevant Settlement Period is a Settlement Period for which, in accordance with the relevant Contingency Provisions, historic price limits (for relevant BU Units) are to be determined;
- (c) the historic period is:
 - (i) the period of 30 consecutive Settlement Days expiring with (and excluding) the day on which the Secretary of State gave the direction (in accordance with the relevant Contingency Provisions) pursuant to which this paragraph 5.5 is to apply; or
 - (ii) such other period as may be determined in accordance with the relevant Contingency Provisions;
- (d) where a median value is to be selected from an even number of Offer Prices or Bid Prices, the highest Offer Price or Bid Price shall be disregarded.

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

- (a) ascertain whether the values of Bid Price and Offer Price for each relevant BM Unit submitted by the Lead Party comply with the requirements in paragraph 5.5.1;
- (b) where they do not, substitute (for such value(s)) the greatest value of Offer Price or (as the case may be) the lowest value for Bid Price which complies with such requirements; and
- (c) send the revised Bid-Offer Data resulting from any such substitution to the SAA.

6. SUBMISSION OF DATA BY THE TRANSMISSION COMPANY

6.1 Submission of data to the BMRA

6.1.1 In this paragraph 6.1

- (a) times by which the Transmission Company is to send data to the BMRA are target times, which the Transmission Company is expected to meet unless abnormal circumstances prevent it from doing so;
- (b) capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code.

6.1.2 Not later than 1700 hours on the last Business Day of the week, the Transmission Company shall send to the BMRA the following data for each week from the 2nd week following the current week to the 52nd week following the current week:

- (a) the National Demand forecast expressed as an average MW value for the Settlement Period at the peak of the week;
- (b) the national Surplus forecast expressed as an average MW value for the Settlement Period at the peak of the week.

- 6.1.3 Not later than 1500 hours each day, the Transmission Company shall send to the BMRA the following data applicable for each Operational Day from the 2nd day following the current Operational Day to the 14th day following the current Operational Day: the peak National Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day.
- 6.1.4 Not later than 1600 hours each Business Day, the Transmission Company shall send to the BMRA the following data applicable for each Operational Day from the 2nd day following the current Operational Day to the 14th day following the current Operational Day: the national Surplus forecast expressed as an average MW value for the Settlement Period at the peak of the day.
- 6.1.5 Not later than 0900 hours each day, the Transmission Company shall send to the BMRA the following data applicable for the following Operational Day:
- (a) the National Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day;
 - (b) the zonal Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day.
- 6.1.6 Not later than 1200 hours each day, the Transmission Company shall send to the BMRA the following data expressed as an average MW value for each Settlement Period within the following Operational Day:
- (a) the Indicated Margin;
 - (b) the National Indicated Imbalance;
 - (c) the National Indicated Generation;
 - (d) the National Indicated Demand;
 - (e) the National Demand forecast.
- 6.1.7 The Transmission Company shall send to the BMRA the data set out in paragraph 6.1.8 as a minimum at the submission times specified in Table 1 below (and may send it more frequently) and such data shall be provided as an average MW value for each of the Settlement Periods within the period defined by columns 2 and 3 in Table 1 (in which 'D' refers to the Settlement Day in which the submission time falls):

Table 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Submission time</i>	<i>Data applicable from:</i>	<i>Data applicable to:</i>
0200 Hours	0200 D	0500 D+1
1000 Hours	1000 D	0500 D+1
1600 Hours	0500 D+1	0500 D+2

1630 Hours	1630 D	0500 D+1
2200 Hours	2200 D	0500 D+2

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

- (a) the National Demand forecast;
- (b) the National Indicated Margin;
- (c) the National Indicated Imbalance;
- (d) the National Indicated Demand;
- (e) the National Indicated Generation;
- (f) the Zonal Demand forecast for each BMRS Zone;
- (g) the Indicated Constraint Boundary Margin for each BMRS Zone;
- (h) the Zonal Indicated Imbalance for each BMRS Zone;
- (i) the Zonal Indicated Demand for each BMRS Zone; and
- (j) the Zonal Indicated Generation for each BMRS Zone.

6.1.9 Not later than 5 minutes following receipt from the Lead Party, the Transmission Company shall send to the BMRA any notifications of the Dynamic Data Set submitted in accordance with paragraph 2.1.

6.1.10 Not later than 15 minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the BMRA the following data, so far as relating to that Settlement Period, received by Gate Closure, for each BM Unit for which it has so received such data:

- (a) the Maximum Export Limit data or the Maximum Import Limit data (including any change to such data) submitted in accordance with paragraph 2.2, and
- (b) any Quiescent Physical Notification data (including any change to such data) submitted in accordance with paragraph 2.3;

and where after Gate Closure the Transmission Company is notified of any change in any such data (so far as relating to such Settlement Period) the Transmission Company shall send to the BMRA such changed data, and the time of notification and the effective time of such change, not later than 5 minutes following receipt of notification of such change.

6.1.11 Not later than 15 minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the BMRA the following data for each BM Unit for which it has received or determined such data:

- (a) the Final Physical Notification Data established pursuant to paragraph 3.2;
- (b) Bid-Offer Data.

- 6.1.12 Not later than 15 minutes following the issue of a communication or the occurrence of an event which (pursuant to paragraph 5.1.3 or 5.1.5 respectively) is to be treated as an Acceptance, the Transmission Company shall send to the BMRA the Acceptance Data.
- 6.1.13 Not later than 15 minutes following the end of each Settlement Period, the Transmission Company shall send to the BMRA the Initial National Demand Out-Turn for that Settlement Period.
- 6.1.14 At the same as the issue to Users (as defined in the Grid Code) of a System Warning, the Transmission Company shall send to the BMRA the information contained in such System Warning.

6.2 Submission of Balancing Mechanism data to the SAA

- 6.2.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the Transmission Company under this Section Q, the Transmission Company shall send to the SAA (so that such data has been sent by the time which is 15 minutes following the end of such Settlement Day) the following data:
- (a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;
 - (b) changes to the Dynamic Data Set data received by the Transmission Company pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the Transmission Company;
 - (c) changes to the Maximum Export Limit and Maximum Import Limit data and Quiescent Physical Notification data received by the Transmission Company to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;
 - (d) Bid-Offer Data in respect of each Settlement Period within such Settlement Day submitted or determined in accordance with paragraph 4; and
 - (e) Acceptance Data.

6.3 Balancing Services Adjustment Data

- 6.3.1 In respect of each Settlement Period within a Settlement Day, the Transmission Company shall send:
- (a) subject to paragraph 6.3.4, to the BMRA:
 - (i) (in relation to all such Settlement periods) not later than 17:00 hours on the preceding day, and
 - (ii) (in relation to each such Settlement Period) as soon as reasonably practicable after Gate Closure for, and in any event not later than the end of, such Settlement Period the Transmission Company's estimate (at the relevant time of sending) of Balancing Services Adjustment Data as described in paragraph 6.3.2;
 - (b) to:
 - (i) the SAA, and

(ii) subject to paragraph 6.3.4, the BMRA

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

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

- (a) Net Buy Price Volume Adjustment (System)
- (b) Net Sell Price Volume Adjustment (System)
- (c) Net Buy Price Volume Adjustment (Energy)
- (d) Net Sell Price Volume Adjustment (Energy)
- (e) Net Buy Price Cost Adjustment (Energy)
- (f) Net Sell Price Cost Adjustment (Energy)
- (g) Buy Price Price Adjustment
- (h) Sell Price Price Adjustment

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

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

- (a) the Transmission Company shall comply with paragraph 6.3.1(a) or 6.3.1(b)(ii) respectively by sending such data to BSCCo (and shall separately send Balancing Services Adjustment Data to the SAA pursuant to paragraph 6.3.1(b));
- (b) BSCCo will ensure that such data is displayed on the BSC Website.

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

- (a) the provisions of the Code as modified with effect from 25 September 2001 to include Buy Price Price Adjustment and Sell Price Price Adjustment in the Balancing Services Adjustment Data and to take such Price Adjustments into account in the determination of Energy Imbalance Prices under Section T4.4 shall apply;
- (b) the Transmission Company shall submit or resubmit the Balancing Services Adjustment Data to the SAA and to BSCCo for each Settlement Period of such Settlement Days as soon as reasonably practicable in order to give effect to paragraph 6.3.5(a); and
- (c) BSCCo shall arrange for such data to be published in accordance with Section V4.2.

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

6.4 Applicable Balancing Services Volumes

6.4.1 In relation to each Settlement Period in a Settlement Day and each BM Unit, the Transmission Company shall send the Applicable Balancing Services Volume Data to:

- (a) the SAA; and
- (b) the BMRA

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

6.4.2 Applicable Balancing Services Volume Data shall:

- (a) be expressed in MWh;
- (b) follow the sign conventions set out in paragraph 2.4 of Annex X-2; and
- (c) represent an aggregate net volume of Active Energy for the whole Settlement Period.

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

6.4.4 For the avoidance of doubt, in respect of each Settlement Period and each BM Unit, volumes of Active Energy contained in the Applicable Balancing Services Volume Data sent pursuant to this paragraph 6.4 shall not include or be included in any volumes of Active Energy contained in Acceptance Data in respect thereof.

6.4.5 If the Lead Party notifies the Transmission Company in writing that it does not wish any volumes of Active Energy to be submitted in respect of a BM Unit for which it is Lead Party pursuant to this paragraph 6.4 with effect from an effective date specified in such notice (which date may not be earlier than 5 days after the Transmission Company receives such notice):

- (a) the Transmission Company shall notify BSCCo in writing; and
- (b) the Applicable Balancing Services Volume Data sent by the Transmission Company in respect of that BM Unit shall be set to zero by the Transmission Company in respect of each Settlement Day with effect from the specified effective date until such time as the Lead Party informs the Transmission Company in writing that such notice is to be withdrawn.

6.4.6 The obligations of the Transmission Company to send data under this paragraph 6.4 in respect of Settlement Periods and Settlement Days, and the use of such data in the determination of Trading Charges in respect of Settlement Days in accordance with the provisions of Section T, shall apply in respect of each Settlement Period and Settlement Day from the time when this paragraph 6.4 comes into effect.

6.5 Submission of generation data to BSCCo

6.5.1 In this paragraph 6.4:

- (a) Genset, System Zone and Output Usable have the meanings given to those terms in the Grid Code;
- (b) references to Output Usable are to the Output Usable data for the time being provided to the Transmission Company by the relevant User pursuant to the Grid Code;
- (c) "Zonal Output Usable" means the sum of Output Usable for all Gensets in a System Zone plus expected Interconnector transfers into that System Zone, and "Total Output Usable" means the sum of Output Usable for all Gensets plus expected Interconnector transfers into the Transmission System;
- (d) times by which the Transmission Company is required to send data to BSCCo are target times, which the Transmission Company is expected to meet unless abnormal circumstances prevent it from doing so;
- (e) Generating Plant Demand Margin has the meaning given to that term in the Grid Code.

6.5.2 The Transmission Company shall send to BSCCo the data set out in the table below with the frequency and by the times respectively set out in the table below:

DATA	FREQUENCY	TARGET TIME
2–14 day ahead daily Zonal Output Usable for each System Zone and daily Total Output Usable – daily peak half hour values	Whenever provided to any User pursuant to the Grid Code	16:00 Daily on Business Days only
2–49 day ahead daily Zonal Output Usable for each System Zone and daily Total Output Usable – daily peak half hour values	Whenever provided to any User pursuant to the Grid Code	Weekly at 17:00 on the last Business Day of the week
2–52 week ahead weekly Zonal Output Usable for each System Zone and weekly Total Output Usable – weekly peak half hour values	Whenever provided to any User pursuant to the Grid Code	Weekly at 17:00 on the last Business Day of the week
1-2 year ahead weekly Zonal Output Usable for each System Zone and weekly Total Output Usable – weekly peak half hour values	Whenever provided to any User pursuant to the Grid Code	Twice each year at about 6 month intervals
3-5 year ahead weekly Zonal Output Usable for each System Zone and weekly Total Output Usable – weekly peak half hour	Whenever provided to any User pursuant to the Grid Code	Twice each year at about 6 month intervals

values		
2–14 day ahead daily Generating Plant Demand Margin forecast (OCNMFD) – daily peak half hour values	Each Business Day	16:00
2–52 week ahead weekly Generating Plant Demand Margin forecast (OCNMFV) – weekly peak half hour values	Weekly	17:00

6.5.3 The Transmission Company shall send to BSCCo the System Zone boundaries. If pursuant to the Grid Code any changes are made to System Zone definitions these shall be forwarded to BSCCo by the Transmission Company prior to implementation and whenever provided to any User pursuant to the Grid Code.

6.6 Outages

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

7. MANIFEST ERRORS

7.1 Meaning of Manifest Error

7.1.1 For the purposes of this Section Q:

- (a) there is a "**Manifest Error**" in a Bid-Offer Pair or an Acceptance where and only where:
 - (i) in relation to a Bid-Offer Pair, there was a manifest error on the part of the Lead Party of a BM Unit in the Offer Price and/or the Bid Price associated with a Bid-Offer Pair relating to that BM Unit which has been accepted by the Transmission Company;
 - (ii) in relation to an Acceptance and one or more of the Bids or Offers thereby accepted, the acceptance of such Bid(s) or Offer(s) was a manifest error on the part of the Transmission Company;
- (b) for the purposes of paragraph (a) an error will be considered manifest only where it is self-evidently an error;
- (c) in relation to a claim of Manifest Error:
 - (i) an "**Error Bid-Offer Pair**" is the Bid-Offer Pair referred to in paragraph (a)(i) or (as the case may be) a Bid-Offer Pair which included one of the accepted Bid(s) or Offer(s) referred to in paragraph (a)(ii);

- (ii) the "**relevant**" Acceptance is the Acceptance by which the Error Bid-Offer Pair(s) were accepted, and references to the Bid-Offer Acceptance Time shall be construed accordingly;
- (iii) the "**relevant**" Settlement Period is the Settlement Period to which the Error Bid-Offer Pair relates;
- (iv) references to the Lead Party are to the Lead Party of the BM Unit for which the Error Bid-Offer Pair(s) were submitted.

7.2 Claiming Manifest Errors

7.2.1 Where a Party considers that it has made a Manifest Error in a Bid-Offer Pair, such Party may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than 4 hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to the Transmission Company, identifying the Error Bid-Offer Pair.

7.2.2 Where the Transmission Company considers that it has made a Manifest Error in an Acceptance, the Transmission Company may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than 4 hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to BSCCo, which notice the Transmission Company shall also copy promptly to the Lead Party, identifying:

- (a) each Error Bid-Offer Pair; and
- (b) the relevant Acceptance, by specifying:
 - (i) subject to paragraph (ii), the Bid-Offer Acceptance Number;
 - (ii) where (at the time at which the Transmission Company gives such notice) the Bid-Offer Acceptance Number is not available to the Transmission Company (or no such number has been established), the Acceptance Data specified in paragraphs 5.3.1 (a) and (c).

7.2.3 Where a Party makes a claim of Manifest Error, such Party shall pay a fee to BSCCo the amount of which (for each such claim) shall be £5,000, or such other amount as the Panel may from time to time, after consultation with Parties, determine upon not less than 30 days notice to Parties; which fee shall not be reimbursed in any circumstances.

7.3 Flagging Manifest Errors

7.3.1 Where a Party gives notice of a claim of Manifest Error to the Transmission Company under paragraph 7.2.1, the Transmission Company shall within 15 minutes after receiving such notice forward the notice to BSCCo.

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

7.4 Determination of Manifest Errors

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

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

7.4.3 Where a claim of Manifest Error is made:

- (a) the Panel Secretary shall arrange for the claim to be placed on the agenda of a meeting of the Panel (consistently with paragraph (c)), and shall request:
 - (i) the Party claiming the error to provide evidence and information supporting its claim;
 - (ii) the Transmission Company or the Lead Party (whichever is not the Party claiming the error) to provide comments in relation to the claim;
 - (iii) the Transmission Company to provide such information as the Panel Secretary considers may be required under paragraph 7.5.2(c);
- (b) the Panel shall determine in its opinion whether there was a Manifest Error and (if so) what adjustments are to be made in accordance with paragraph 7.5;
- (c) the Panel shall wherever practicable consider the claim in time for any such adjustments to be taken into account in the Initial Settlement Run;
- (d) if the Lead Party claims a payment under paragraph 7.6.1, the Panel shall determine in its opinion what is the error compensation amount under paragraph 7.6;
- (e) the Panel Secretary shall notify the Panel's determinations to the Transmission Company and all Trading Parties;
- (f) BSCCo shall give such instructions to the SAA and FAA as are necessary to give effect to any such adjustments and payments;
- (g) the fee under paragraph 7.2.3 shall be invoiced as and included in determining BSCCo Charges for the relevant Party for the next month for which BSCCo Charges are invoiced following the notification of the Panel's determination under paragraph (e), and paid accordingly.

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

7.5 Adjustments to Bid or Offer Price

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

7.5.2 For the purposes of paragraph 7.5.1:

- (a) the Panel shall determine (in its opinion) in consultation with the Transmission Company:

- (i) what other Bid-Offer Pairs (submitted by any Party) were available to, and not already accepted by, the Transmission Company at the Bid-Offer Acceptance Time;
- (ii) which of those other Bid-Offer Pairs would (in the circumstances which gave rise to the Transmission Company accepting the Error Bid-Offer Pair(s), and having regard to the principles on which the Transmission Company generally selects Bid-Offer Pairs for acceptance) have been accepted by the Transmission Company, at the Bid-Offer Acceptance Time, if it had not accepted (by the relevant Acceptance) the Error Bid-Offer Pair;
- (iii) the Bid Price or Offer Price of such Bid-Offer Pair (or where it determines that more than one would have been accepted, the average of such prices, weighted according to the quantities (in MWh) of each which would have been accepted)

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

- (b) both the Bid Price and the Offer Price of the Error Bid-Offer Pair shall be adjusted to be equal to the price determined under paragraph (a)(iii);
- (c) the Transmission Company shall provide to the Panel all such information as the Panel may reasonably require to enable it to determine the matters in paragraph (a).

7.6 Error compensation amount

7.6.1 Where the Panel determines that there was a Manifest Error, the Lead Party may, within the period of 5 Business Days commencing on the Business Day after the Panel determined the adjustment under paragraph 7.5.2, submit to BSCCo a claim for payment of an error compensation amount to be determined in accordance with this paragraph 7.6.

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

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

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

where

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

B is an amount determined as:

$$(\text{MECQ}_{ij}^n * P_{ij}^n);$$

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

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

- (c) for the purposes of paragraph (b):
- (i) $MECQ_{ij}^n$ shall be negative where it represents an increase in net Imports or a reduction in net Exports, and otherwise positive;
 - (ii) the value of $MECQ_{ij}^n$ shall not exceed the algebraic sum of the Period Accepted Offer Volume and Period Accepted Bid Volume for all Acceptances relating to the Error Bid-Offer Pair;
 - (iii) the magnitude of $MECQ_{ij}^n$ shall not exceed the magnitude of the amount claimed by the Lead Party under paragraph 7.6.3(a).
- 7.6.3 Where the Lead Party submits a claim under paragraph 7.6.1, the Panel shall determine, in its opinion:
- (a) what changes in Exports and/or Imports of the BM Unit during the relevant Settlement Period resulted from action taken by the Lead Party for the purposes of complying (in accordance with the Grid Code) with the relevant Acceptance; and
 - (b) what is the net quantity (in MWh) of such changes in Exports or Imports of the BM Unit for such Settlement Period.
- 7.6.4 For the purposes of this paragraph 7.6:
- (a) the Lead Party shall, at the time at which it submits its claim under paragraph 7.6.1, provide a statement to the Panel of the changes which the Lead Party considers to be the changes described in paragraph 7.6.3(a), and the quantity which the Lead Party considers to be the net quantity described in paragraph 7.6.3(b), and shall provide such other information as the Panel may reasonably request for the purposes of determining the matters in paragraphs 7.6.3(a) and (b);
 - (b) the Lead Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs;
 - (c) the Transmission Company and each Distribution Company shall provide such information as the Panel may reasonably request for the purposes of determining the error compensation volume.
- 7.6.5 Where the Lead Party has submitted a claim in accordance with paragraph 7.6.1, subject to the provisions of the Code:
- (a) the Lead Party shall be entitled to be paid by the BSC Clearer the error compensation amount, together with interest at the Base Rate on the error compensation amount from the Initial Payment Date for the relevant Settlement Period to (but not including) the date (if later) when such payment is made;
 - (b) in the case of a Manifest Error (on the part of the Transmission Company) in an Acceptance, the Transmission Company shall be liable to pay to the BSC Clearer an amount equal to the amount payable to the Lead Party under paragraph (a);
 - (c) in the case of a Manifest Error (on the part of the Lead Party) in a Bid/Offer Pair, each Trading Party (including the Lead Party) shall be liable to pay to the BSC Clearer its Party Daily Reallocation Proportion (for the Settlement Day

which included the relevant Settlement Period) of the amount payable to the Lead Party under paragraph (a);

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

8. COMPENSATION FOR OUTAGES

8.1 General

8.1.1 For the purposes of this paragraph 8:

- (a) an "**outage compensation period**" is:
- (i) the period of any Outage, where the Transmission Company gave notice (pursuant to BC1.4.1(c) or BC2.9.7.2 of the Grid Code) of less than 12 hours of the commencement of such Outage, or gave notice thereof after such commencement; or
 - (ii) irrespective of the period of notice given of the Outage, the period (if any) of an Outage which falls more than 2 hours after the commencement of the Outage;
- (b) a "**relevant**" Settlement Period is a Settlement Period for which Gate Closure fell within the outage compensation period.

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

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

8.2 Claim for compensation following unplanned outage

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

- (a) is the Lead Party of any BM Unit(s); and
- (b) considers that it suffered (consistent with the matters set out in paragraph 8.2.5) a material loss, which it could not reasonably have avoided, as a result of its inability to submit Physical Notifications during an outage compensation period.

may, within the period of 10 Business Days after the end of the compensation outage period, submit to BSCCo a claim for payment of compensation to be determined in accordance with this paragraph 8.2.

8.2.2 The Panel will not consider a claim by a Party for compensation under this paragraph 8.2 unless the Party's submission under paragraph 8.2.1 demonstrates (but without prejudice to

what the Panel determines under paragraph 8.2.4), to the reasonable satisfaction of the Panel, that it suffered such a loss as is referred to in paragraph 8.2.1(b).

8.2.3 For the purposes of this paragraph 8.2:

- (a) the Party shall, at the time at which it submits a claim under paragraph 8.2.1, provide a statement and explanation to the Panel of the basis on which it considers that it has suffered such a loss as is referred to in paragraph 8.2.1(b), and shall provide such other information as the Panel may reasonably request by way of justification of what is claimed in the Party's statement or otherwise for the purposes of the Panel's determination of such matters;
- (b) to the extent required by the Panel, the Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs for its BM Units;
- (c) the Transmission Company and each Distribution Company shall provide such information as the Panel may reasonably request for the purposes of determining the matters in paragraph 8.2.3.

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

- (a) which was suffered by the Party; and
- (b) which the Party could not reasonably have avoided

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

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

- (a) whether and the extent to which, in the opinion of the Panel, the financial position of the Party, in respect of Trading Charges, was worse than the financial position of the Party, in respect of Trading Charges and Avoidable Costs, would have been if the Party had been able to submit or resubmit Physical Notifications during the outage compensation period; where Avoidable Costs refers to Avoidable Costs which would have been incurred in respect of changes which would (if the Party had so been able) have occurred in Exports and/or/ Imports of the BM Units of which the Party is Lead Party;
- (b) whether and the extent to which, in the opinion of the Panel, the Party acted reasonably and prudently in making commitments which resulted in notification of Energy Contract Volumes relating to relevant Settlement Periods, and otherwise in its operations under the Grid Code and the Code;

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

8.3 Compensation entitlements

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

- (a) that Party shall be entitled to be paid by the BSC Clearer the amount (if any) determined in accordance with paragraph 8.2.4, together with interest at the Base Rate on such amount from the Initial Payment Date for the Settlement Period in which the outage compensation period ended to (but not including) the date (if later) when such payment is made;
- (b) the Transmission Company shall be liable to pay to the BSC Clearer an amount equal to the amount payable under paragraph (a);
- (c) such entitlements and liabilities shall be Ad-hoc Trading Charges for the purposes of Section N6.9;
- (d) BSCCo shall give such instructions to the FAA as are necessary to give effect to the payment of such Ad-hoc Trading Charges.

SECTION R: COLLECTION AND AGGREGATION OF METER DATA FROM CVA METERING SYSTEMS

1. INTRODUCTION

1.1 General

1.1.1 This Section R provides for the determination of Metered Volumes for the purposes of Central Volume Allocation in respect of:

- (a) BM Units other than Interconnector BM Units and Supplier BM Units (in this Section R, "**relevant**" BM Units);
- (b) Interconnectors;
- (c) Grid Supply Points; and
- (d) GSP Groups;

(collectively referred to as "**Volume Allocation Units**" for the purposes of this Section R).

1.1.2 This Section R accordingly sets out:

- (a) the basis on which data registered in CRS and Meter Technical Details will be submitted to and validated by the CDCA;
- (b) requirements for Parties to prepare Aggregation Rules and submit such rules to the CDCA, and for the validation of such rules;
- (c) the basis on which Line Loss Factors will be submitted to CDCA for CVA Metering Systems connected to Distribution Systems; and
- (d) the basis on which the CDCA will collect and validate or (where necessary) estimate metered data from Metering Systems, aggregate such data to determine Metered Volumes, and submit such Metered Volumes to the SAA and/or SVAA.

1.1.3 This Section R applies only in relation to CVA Metering Systems (and references in this Section R to Metering Systems shall be construed accordingly).

1.1.4 Paragraph 7 of this Section R provides for the determination of BM Unit Metered Volumes in respect of Interconnector BM Units (other than those for which an Interconnector Error Administrator is Lead Party); and further references to BM Units in paragraphs 1 to 6 do not include Interconnector BM Units.

1.2 Metered Volumes

1.2.1 For the purposes of this Section R, in relation to a Volume Allocation Unit and a Settlement Period, the "Metered Volume" is the net aggregate volume of Active Energy, determined as at the Transmission System Boundary, which flowed in that Settlement Period to or from that Volume Allocation Unit.

1.3 Settlement Calendar

1.3.1 The CDCA shall undertake its duties under this Section R as to the collection, validation, estimation and aggregation of metered data, and the submission of such data to certain

Parties and other BSC Agents, in accordance with BSCP 01 and the prevailing Settlement Calendar.

1.4 Requirements for data collection

- 1.4.1 The CDCA shall collect or procure the collection of metered data (as required by paragraph 5) available from Outstations either by means of remote interrogation or by means of manual on-site interrogation.
- 1.4.2 The CDCA shall be responsible for the operation and maintenance of Communications Equipment (other than modems or equivalent exchange links) after it has been installed by the Registrant in accordance with Section L; and for the purposes of remote interrogation the CDCA shall enter into, manage and monitor contracts or other arrangements to provide for the maintenance of all communication links which form part of such Communications Equipment.
- 1.4.3 In the event of any fault or failure of any communication link or any error or omission in such data or all necessary data not being available from Outstations the CDCA shall collect or procure the collection of such data by manual on-site interrogation.
- 1.4.4 The CDCA shall cease to be required to maintain communications links in respect of Metering Equipment if, and with effect from the date when, the Metering System ceases to be registered in CMRS.
- 1.4.5 The CDCA shall be responsible for the installation and maintenance of central collector stations.
- 1.4.6 Communications Equipment need not be dedicated exclusively to the provision of data to the CDCA for the purposes of Central Volume Allocation, provided that any other use shall not interfere at any time with the operation of the Central Volume Allocation processes.
- 1.4.7 The CDCA shall comply (without charge to the Registrant) with any reasonable request by the Registrant to provide access to Communications Equipment to the Registrant and to other persons nominated by the Registrant (including for the purposes of complying with the Registrant's obligations under Section L5.2).

1.5 Objective of CDCA

- 1.5.1 The CDCA shall carry out its functions under this Section R with the objective of ensuring that all exports and imports at CVA Boundary Points and Systems Connection Points are properly and accurately taken into account and allocated to the responsible Party in Central Volume Allocation.

1.6 Interpretation

- 1.6.1 For the purposes of this Section R:
- (a) "**metered data**" means data, relating to a flow (by way of import or export) of Active Energy or Reactive Energy, derived from any meter register of any Metering System;
 - (b) where the context admits, a reference to metered data shall include estimated data;
 - (c) "**active energy metered data**" is metered data relating to a flow of Active Energy;

- (d) **"reactive energy metered data"** is metered data relating to a flow of Reactive Energy;
- (e) unless the context otherwise requires, references to metered data are to active energy metered data only; and
- (f) **"import"** and **"export"** shall be construed as including (in addition to Import and Export in accordance with Section K) a flow of electricity at a Systems Connection Point to or from a given System.

1.6.2 No provision of this Section R (including without limitation paragraphs 1.5 and 3.1.4(a)(iii)) shall be construed as requiring anything to be done which could not be done without the existence of Aggregation Rules specifying data or operations beyond what is permitted to be specified in accordance with paragraph 3.3.1.

2. REGISTRATION AND TECHNICAL DETAILS

2.1 Registration Data

2.1.1 Data registered in CRS will be submitted by the CRA to the CDCA pursuant to Section K6.

2.1.2 In accordance with BSCP 07, the CDCA shall:

- (a) validate (as to completeness and form) registration data submitted to it by the CRA;
- (b) record and maintain such validated data; and
- (c) where the CRA fails to submit any registration data to the CDCA, or any registration data which is submitted fails validation, so inform the CRA and request the CRA to submit or correct and submit the registration data.

2.2 Meter Technical Details

2.2.1 Meter Technical Details for each CVA Metering System will be submitted to the CDCA by the Registrant in accordance with BSCP 20 and pursuant to Section L2.4.1(c).

2.2.2 The CDCA shall:

- (a) validate (as to completeness and form) Meter Technical Details submitted to it;
- (b) record and maintain in CMRS such validated data; and
- (c) where the Registrant fails to submit any Meter Technical Details to the CDCA, or any Meter Technical Details which are submitted fail validation, so inform the Registrant and request the Registrant to submit or correct and submit the Meter Technical Details.

3. AGGREGATION RULES

3.1 General

3.1.1 For the purposes of the Code **"Aggregation Rules"** relating to a Volume Allocation Unit are rules by reference to which import or export active energy metered data collected from

Outstations relating to meter registers of one or more Metering Systems are to be aggregated so as to provide, in relation to any Settlement Period, the Metered Volume for that Volume Allocation Unit for the purposes of Settlement.

- 3.1.2 For the purposes of this Section R, references to the "**aggregation**" of metered data are to the application to such data of any one or more of the arithmetic operations referred to in paragraph 3.3.1(b) (and 'aggregate' and 'aggregated' shall be construed accordingly).
- 3.1.3 Aggregation Rules must comply with the applicable requirements and criteria in paragraph 3.3.
- 3.1.4 Where under this Section R a Party is required to prepare and submit to the CDCA any Aggregation Rules in relation to any Volume Allocation Unit:
- (a) the Party shall prepare such rules:
 - (i) in good faith and in accordance with Good Industry Practice;
 - (ii) so that such rules comply with the applicable requirements and criteria in paragraph 3.3; and
 - (iii) so that such rules will ensure that the volumes determined by reference to those rules are those which should be so determined as Metered Volumes;
 - (b) the Party shall ensure that the rules for the time being submitted continue at all times to comply with paragraphs (a)(ii) and (iii);
 - (c) the Party shall prepare and submit or resubmit such rules, in accordance with BSCP 75:
 - (i) at the time at which that Party or any other Party applies for registration in accordance with Section K2 of any Metering System from which metered data is to be taken into account under such rules;
 - (ii) at any time at which there is any change in any such Metering System or in composition of the relevant Volume Allocation Unit;
 - (iii) at any other time at which it is necessary to do so to comply with paragraph (b);
 - (iv) at any time if reasonably requested to do so by the CDCA pursuant to paragraph 3.1.5.
- 3.1.5 Without prejudice to the obligations of any Party under this paragraph 3, the CDCA may, at any time, request a Party to submit or re-submit Aggregation Rules which that Party is required under this paragraph 3 to submit.
- 3.1.6 The fact that the CDCA may for the time being have validated and recorded a set of Aggregation Rules shall not relieve the Party required to submit such rules from responsibility to ensure that such rules continue to comply with the requirements in paragraph 3.1.4(a).
- 3.1.7 In relation to a Metering System associated with a Distribution Systems Connection Point, the Registrant shall not unreasonably withhold consent (for the purposes of paragraph

3.3.5(d)(i) to a set of Aggregation Rules proposed by the other Distribution System Operator.

3.1.8 For the purposes of this paragraph 3, in relation to any set of Aggregation Rules a "**related Party**" is a Party whose consent to such Aggregation Rules is required under paragraph 3.3.5(d)(i).

3.2 Duty to prepare and submit Aggregation Rules

3.2.1 The Lead Party of each relevant BM Unit shall prepare a set of Aggregation Rules in respect of that BM Unit, which:

- (a) relate to each of the Metering System(s) associated with such BM Unit, and
- (b) provides for the determination of the BM Unit Metered Volume.

3.2.2 The Transmission Company shall prepare a set of Aggregation Rules in respect of each Transmission Interconnector, which:

- (a) relate to each of the Metering System(s) associated with such Interconnector, and
- (b) provide for the determination of the Interconnector Metered Volume.

3.2.3 Each Distribution System Operator shall prepare:

- (a) a set of Aggregation Rules in respect of each Grid Supply Point at which its Distribution System is connected to the Transmission System, which:
 - (i) relate to each of the Metering System(s) associated with such Grid Supply Point, and
 - (ii) provide for the determination of the Metered Volume in respect of such Grid Supply Point;
- (b) in relation to any GSP Group for which the Distribution System Operator is responsible (in accordance with paragraph 3.2.6), a set of Aggregation Rules which:
 - (i) relate to each of the Metering System(s) associated with each Systems Connection Point on that GSP Group, and
 - (ii) provide for the determination of the GSP Group Metered Volume for that GSP Group;
- (c) a set of Aggregation Rules in respect of each Distribution Interconnector which is connected to its Distribution System, which:
 - (i) relate to each of the Metering System(s) associated with such Interconnector, and
 - (ii) provide for the determination of the Interconnector Metered Volume.

3.2.4 The Party responsible (in accordance with paragraphs 3.2.1 to 3.2.3) for preparing a set of Aggregation Rules shall in accordance with BSCP 75:

- (a) submit such rules to the CDCA; and

- (b) where paragraph 3.3.5(d) applies, at the same time submit to the CDCA evidence of the consent of the related Parties.

3.2.5 In the case of a BM Unit which comprises a Range CCGT Module:

- (a) the Lead Party may, subject to and in accordance with BSCP 75, and consistent with the information for the time being submitted to the Transmission Company under the Grid Code:
 - (i) prepare and submit more than one set of Aggregation Rules (each of which shall comply with the requirements of paragraph 3.3), reflecting different operating configurations of the Plant and Apparatus comprised in the Range CCGT Module; and
 - (ii) elect and from time to time change its election (by notice to the CDCA given not later than the equivalent data is to be given to the Transmission Company under the Grid Code) as to which of the sets of Aggregation Rules for the time being so submitted (provided the same is valid in accordance with paragraph 3.4.2) is to be used by the CDCA in determining the BM Unit Metered Volume;
- (b) the CDCA shall use the set of Aggregation Rules for the time being so elected by the Lead Party for the purposes of paragraph 5.4.

3.2.6 For the purposes of paragraph 3.2.3(b), in relation to each GSP Group, the Distribution System Operator which is responsible for preparing a set of Aggregation Rules shall be:

- (a) subject to paragraph (b), the Licensed Distribution System Operator which was so responsible as at 1 August 2003; or
- (b) if no Licensed Distribution System Operator was so responsible, or if the person which was so responsible ceases to be the Distribution System Operator of the principal Distribution System (in that GSP Group) which it operated as at 1 August 2003, or if (after consultation with the Transmission Company, relevant Distribution System Operators and the Authority) the Panel consents to such person relinquishing such responsibility:
 - (i) one of the relevant Distribution System Operator(s), selected and nominated to the Panel by agreement of all of the relevant Distribution System Operators and approved by the Panel as such, or
 - (ii) failing such agreement and approval, one of the relevant Distribution System Operator(s) designated by the Panel, after consultation with such Distribution System Operator, the Transmission Company, each other relevant Distribution System Operator and the Authority, to undertake such role;

where (in relation to a GSP Group) the relevant Distribution System Operator(s) are the Distribution System Operators of the Distribution System(s) in that GSP Group which are connected to the Transmission System.

3.3 Requirements for Aggregation Rules

3.3.1 For the purposes of the Code:

- (a) Aggregation Rules shall be algebraic rules complying with the requirements as to form specified in BSCP 75;

- (b) in particular, Aggregation Rules may only specify:
 - (i) as data to which such rules are to be applied, (1) metered data, Line Loss Factors, and constants, or (2) intermediate terms derived (consistently with paragraph (ii)) from such data;
 - (ii) as operations to be applied to such data, the operations (or combinations of the operations) of addition, subtraction, multiplication and division and (from the date determined for these purposes by the Panel) logical 'IF' operations;
 - (c) for the avoidance of doubt, a set of Aggregation Rules may contain sub-sets of rules, or rules requiring iteration, applying to intermediate terms derived consistently with paragraph (b).
- 3.3.2 Where any Aggregation Rules relate to any Metering System which is connected to a Distribution System, the Aggregation Rules shall specify, or enable the CDCA to determine, which Line Loss Factor(s) are to be applied, and how they are to be applied, to metered data in determining Metered Volumes.
- 3.3.3 Aggregation Rules must utilise the conventions as to sign set out in Annex X-2, insofar as such conventions are capable of applying in relation to such Aggregation Rules.
- 3.3.4 In any case in which (as specified in the relevant Meter Technical Details) metered data will have been subject to any operation (equivalent to any of the arithmetic operations referred to in paragraph 3.3.1(b)) performed automatically by the Metering Equipment, the Aggregation Rules shall not provide for such operation.
- 3.3.5 Without prejudice to paragraph 3.1 and to any requirements of BSCP 75, the set of Aggregation Rules for any Volume Allocation Unit must satisfy the following criteria:
- (a) the Aggregation Rules are consistent with:
 - (i) any supporting information supplied to the CDCA under paragraph 3.4.4 by the Party submitting such Aggregation Rules;
 - (ii) the registration data received by the CDCA from the CRA;
 - (iii) the Metering Technical Details submitted to the CDCA by the Registrant;
 - (b) the Aggregation Rules relate to each Metering System to which they are required by paragraph 3.2 to relate;
 - (c) the Aggregation Rules employ only the functions referred to in paragraph 3.3.1, and otherwise are consistent with that paragraph;
 - (d) in any case where the sets of Aggregation Rules for more than one Volume Allocation Unit relate to the same Metering System:
 - (i) each of the Parties which is responsible for such Aggregation Rules has consented to each such set of Aggregation Rules;
 - (ii) such sets of Aggregation Rules, taken together, are consistent with each other and in particular have the effect that there is no double counting (as between such Volume Allocation Units) of metered

data derived from such Metering System, and that no such metered data is omitted from being counted;

- (e) without prejudice to the generality of paragraph (d), in the case of Aggregation Rules which relate to a Metering System associated with a Distribution Systems Connection Point on two GSP Groups, metered data is taken into account so as to have equal and opposite effects in the determination of GSP Group Metered Volume for each such GSP Group;
- (f) in the case of Aggregation Rules which relate to a Metering System connected to a Distribution System, the Aggregation Rules provide for the relevant Line Loss Factors to be applied to metered data:
 - (i) before any combination of metered data to which different Line Loss Factors are to be applied;
 - (ii) before any combination of import and export active energy metered data.

3.4 Validation of Aggregation Rules

- 3.4.1 The CDCA shall validate each set of Aggregation Rules submitted or resubmitted to it.
- 3.4.2 The CDCA shall treat a set of Aggregation Rules as validated if and only if the Aggregation Rules:
 - (a) comply with the requirements in paragraphs 3.3.1, 3.3.2, 3.3.3 and 3.3.4;
 - (b) satisfy the criteria in paragraph 3.3.5;
 - (c) in the CDCA's opinion, comply with the requirement in paragraph 3.1.4(a)(iii);
 - (d) comply with and were submitted in compliance with BSCP 75.
- 3.4.3 The CDCA shall at all times keep under review, by reference to all information provided to it pursuant to any provision of the Code, and determine whether any Party which should have submitted or re-submitted a set of Aggregation Rules has failed to do.
- 3.4.4 In connection with the validation under paragraph 3.4.1 of Aggregation Rules or review under paragraph 3.4.3 of whether any Party has failed to submit Aggregation Rules, the CDCA may:
 - (a) request any Party which is or which the CDCA believes to be responsible for submitting Aggregation Rules to supply information or supporting information (including but not limited to network diagrams, connection agreements and installation documentation) to it;
 - (b) undertake a site visit to the relevant site, or procure that such a site visit is undertaken and a report on such visit received.
- 3.4.5 A Party shall comply with any reasonable request for information made by the CDCA for the purpose of validation of Aggregation Rules or review of whether any Party has failed to submit Aggregation Rules.
- 3.4.6 In relation to any Volume Allocation Unit, where the CDCA determines not to validate (in accordance with paragraph 3.4.2) a set of Aggregation Rules submitted by the responsible

Party, or determines that the responsible Party has failed to submit a set of Aggregation Rules:

- (a) the CDCA shall so notify the responsible Party:
 - (i) setting out in brief detail the reasons for which the CDCA has so determined; and
 - (ii) requesting the responsible Party to submit or resubmit a set of Aggregation Rules;
- (b) where there is a prevailing set of Aggregation Rules which are in the CDCA's opinion appropriate (having regard to the requirements and criteria in paragraphs 3.1.4(a)(iii) and 3.3) to continue to use for the purposes of determining the Metered Volumes in relation to the Volume Allocation Unit, the CDCA will:
 - (i) continue (until such time as a new set of Aggregation Rules is validated) to use such Aggregation Rules; and
 - (ii) so inform the Panel, the responsible Party and any related Party (whose consent shall not however be required);
- (c) where paragraph (b) does not apply, and the CDCA is for the time being required (under paragraph 5) to determine Metered Volumes in relation to the relevant Volume Aggregation Unit, the CDCA shall (until such time as a valid set of Aggregation Rules is submitted by the responsible Party) and each Party hereby authorises the CDCA to:
 - (i) determine such Aggregation Rules as are in its reasonable opinion appropriate (having regard to the requirements and criteria in paragraphs 3.1.4(a)(iii) and 3.3) for the relevant Volume Allocation Unit;
 - (ii) provide such Aggregation Rules to the Panel and to the responsible Party and where relevant to any related Party (whose consent shall not however be required);
 - (iii) revise such Aggregation Rules in accordance and with effect from the time of any direction to do so given by the Panel;
 - (iv) apply the Aggregation Rules determined by it under paragraph (i), as revised pursuant to paragraph (iii), in the determination of Metered Volumes for the relevant Volume Allocation Unit.

3.4.7 The use of any Aggregation Rules determined or revised by the CDCA pursuant to paragraph 3.4.6 in any Volume Allocation Run shall (in accordance with Section U2.6) be binding on all Parties, but without prejudice to the ability of any Party to raise a Trading Dispute in relation thereto in accordance with Section W.

3.4.8 Paragraph 3.4.6 shall not prevent the CDCA from using validated Aggregation Rules received after the Settlement Day but in sufficient time to be used in the Interim Information Volume Allocation Run.

3.4.9 The CDCA shall:

- (a) record and maintain in CMRS for each Volume Allocation Unit the prevailing Aggregation Rules validated or (where paragraph 3.4.6 applies) determined or revised by it; and
- (b) provide a copy of any set of Aggregation Rules maintained by it to the Party responsible for submitting such Aggregation Rules, or to any related Party, upon request from such Party.

3.5 Further review of Aggregation Rules

3.5.1 Without prejudice to its validation of compliance of each particular set of Aggregation Rules pursuant to paragraph 3.4, the CDCA shall at all times keep under review and determine whether:

- (a) all sets of Aggregation Rules taken collectively result in the proper determination and allocation of Metered Volumes for Volume Allocation Units; or
- (b) there is any Metering System installed pursuant to any provision of the Code metered data derived from which is not fully taken into account in Aggregation Rules.

3.5.2 Where pursuant to paragraph 3.5.1 the CDCA identifies any possible defect or omission in the full and proper determination and allocation of Metered Volumes, the CDCA shall promptly report the same to the Panel and (if requested to do so) shall discuss with the Panel how such defect or omission should be remedied or otherwise addressed.

4. LINE LOSS FACTORS

4.1 Introduction

4.1.1 Line Loss Factors for relevant CVA Metering Systems connected to Distribution Systems will be established in accordance with Section K1.7.

4.2 Submission to CDCA

4.2.1 BSCCo shall submit to the CDCA, in accordance with BSCP 28, for each relevant Metering System, Line Loss Factors as submitted to and approved by the Panel, or as from time to time applying in default of such submission or approval, pursuant to Section K1.7.

4.2.2 If for any relevant Metering System, Line Loss Factor(s) as specified in the Aggregation Rules have not been submitted to the CDCA, the CDCA shall assume a default Line Loss Factor of 1.0 or as otherwise provided in BSCP 28 until such time as the required Line Loss Factor(s) are submitted to it.

5. COLLECTION, VALIDATION, ESTIMATION AND AGGREGATION OF METERED DATA

5.1 Collection of Meter Data

5.1.1 The CDCA shall in accordance with paragraph 1.4 collect active energy and reactive energy metered data in respect of each Settlement Period from all Outstations associated with CVA Metering Systems.

- 5.1.2 In any case where a Metering System produces metered data (for a Settlement Period) which is collected in units of power (i.e kW or MW, or kVAr or MVAr) rather than Active Energy or Reactive Energy:
- (a) the CDCA will convert such metered data to an Active Energy or Reactive Energy value by multiplying by Settlement Period Duration;
 - (b) further references in this Section R to collected metered data are to such data following such conversion;
 - (c) any Aggregation Rules (as to active energy metered data) which relate to such Metering System shall not provide for such conversion.

5.2 Validation

- 5.2.1 The CDCA shall validate (according to validation principles from time to time established by the CDCA and approved by the Panel) active energy and reactive energy metered data collected pursuant to paragraph 5.1.
- 5.2.2 Where the CDCA determines, pursuant to validation under paragraph 5.2.1, that any metered data are invalid or missing, the CDCA shall so notify the relevant Meter Operator Agent and Registrant in accordance with BSCP 03.

5.3 Estimation of data

- 5.3.1 Paragraph 5.3.3 shall apply (in accordance with paragraph 5.3.2 where applicable) in relation to any metered data collected or to be collected pursuant to paragraph 5.1.1, where:
- (a) such metered data are invalid or missing, or
 - (b) in the case of active energy metered data only:
 - (i) errors in such data are notified to the CDCA by the relevant Meter Operator Agent or Registrant, or
 - (ii) the CDCA reasonably believes such data to be erroneous, or
 - (iii) the Metering System has been found to be outside the applicable limits of accuracy for whatever reason.
- 5.3.2 Where Metering Equipment has ceased to function or is found to be outside the applicable limits of accuracy in accordance with Section L3.5, paragraph 5.3.3 shall apply for the period:
- (a) in the case where Metering Equipment ceases to function, from the date of such cessation,
 - (b) in the case where Metering Equipment is outside the applicable limits of accuracy, from the time when such inaccuracy is known or (if not known) estimated by the CDCA to have first occurred or, if the CDCA cannot estimate such time, from 0000 hours on the day during which such inaccuracy was identified and reported to the CDCA,

until, in either such case, the date when such Metering Equipment is adjusted, replaced, repaired or renewed pursuant to Section L and/or otherwise next conforms to the applicable limits of accuracy.

- 5.3.3 Where this paragraph applies:
- (a) the CDCA shall in accordance with BSCP 03 notify the relevant Meter Operator Agent and Registrant of the relevant circumstances under paragraph 5.3.1; and
 - (b) if the metered data in question is active energy metered data, the CDCA shall in accordance with BSCP 03:
 - (i) estimate such data for the relevant Settlement Period(s);
 - (ii) notify its estimate of the metered data to the Registrant and Meter Operator Agent, and discuss such estimate with the Registrant if the Registrant so wishes;
 - (iii) if the CDCA determines (following any such discussion) that its estimate should be revised, make such revision; and
 - (iv) use its estimate (or any revision thereof made under paragraph (iii)) in determining under this paragraph 5 the Metered Volume for the relevant Volume Allocation Unit(s).

5.3.4 The use (pursuant to paragraph 5.3.3(b)(iv)) of any estimated metered data in any Volume Allocation Run shall (in accordance with Section U2.6) be binding on all Parties, but without prejudice to the ability of any Party to raise a Trading Dispute in relation thereto in accordance with Section W.

5.3.5 The CDCA will not estimate reactive energy metered data pursuant to this paragraph 5.3.

5.3.6 The CDCA shall send a report on any estimated metered data it uses in aggregation under paragraph 5.4 to:

- (a) BSCCo, if BSCCo so requests;
- (b) the Registrant and Meter Operator Agent for the Metering System for which such estimate was made;
- (c) any related Party;
- (d) the Distribution System Operator (if any) to whose Distribution System such Metering System is connected; and
- (e) the Transmission Company, if such Metering System is directly connected to the Transmission System.

5.4 Aggregation of Metered Data

5.4.1 References in this paragraph 5.4 to metered data are to active energy metered data collected and validated, or (as the case may be) estimated, by the CDCA in accordance with paragraphs 5.1 and 5.2 or 5.3.

5.4.2 In respect of each Settlement Period:

- (a) the BM Unit Metered Volume for each relevant BM Unit;
- (b) the Interconnector Metered Volume for each Interconnector;
- (c) the Metered Volume for each Grid Supply Point; and

- (d) the GSP Group Metered Volume for each GSP Group

shall be determined by aggregating the metered data collected from the Metering Systems associated with each such Volume Allocation Unit for such Settlement Period (including where relevant scaling such metered data by the applicable Line Loss Factor(s)) in accordance with the applicable Aggregation Rules.

- 5.4.3 The CDCA shall aggregate metered data so as to determine the Metered Volume for each Volume Allocation Unit and for each Settlement Period in accordance with paragraph 5.4.2.

5.5 Determination of GSP Group Take

- 5.5.1 For each GSP Group the CDCA shall:

- (a) establish aggregation rules, relating to each relevant BM Unit and Distribution Interconnector in that GSP Group, by reference to which the GSP Group Take can be determined;
- (b) keep such rules under review and revise or update the rules upon any change in any of the relevant BM Units or Distribution Interconnectors in that GSP Group, and upon identifying any error in such rules;
- (c) provide a copy of such rules to the Panel, BSCCo and each Distribution System Operator whose Distribution System is comprised in such GSP Group and upon request to any other Party;
- (d) where the CDCA has identified any error in such rules, notify such error (and the revision to such rules made in accordance with paragraph (b)) and discuss with BSCCo or (if the Panel so requires) with the Panel or the BSC Auditor whether exceptional circumstances justify the making of any adjustment in respect of Settlement relating to Settlement Days before the error was corrected.

- 5.5.2 The CDCA shall for each GSP Group determine the GSP Group Take in respect of each Settlement Period by applying the rules established under paragraph 5.5.1 to:

- (a) the GSP Group Metered Volume;
- (b) the Interconnector Metered Volume for any Distribution Interconnector in that GSP Group; and
- (c) the BM Unit Metered Volumes for all relevant BM Units in that GSP Group

each as determined by the CDCA for that Settlement Period pursuant to paragraph 5.4.

5.6 Volume Allocation Runs

- 5.6.1 For each Settlement Period in any Settlement Day the CDCA shall, in accordance with BSCP 01, determine or re-determine and (subject to and in accordance with paragraph 5.7) submit Metered Volumes for each Volume Allocation Unit, and GSP Group Take for each GSP Group:

- (a) when the Interim Information Volume Allocation Run, the Initial Volume Allocation Run and each of the Timetabled Reconciliation Volume Allocation Runs are required in relation to that Settlement Day, in accordance with the Settlement Calendar;

- (b) on any occasion on which an Ad Hoc Volume Allocation Run is required by the Panel pursuant to Section U2, in accordance with the timetable set by the Panel.

5.6.2 For each Volume Allocation Run following the Initial Volume Allocation Run in relation to any Settlement Period, where:

- (a) any adjustment or revision in relevant data has been or is to be made following resolution of any Trading Query or Trading Dispute, or
- (b) pursuant to any other provision of the Code the CDCA is required or entitled to employ any new or revised relevant data for the Settlement Period

the CDCA shall use such adjusted, revised or new relevant data.

5.6.3 In paragraph 5.6.2 relevant data includes registration data, Meter Technical Details, Aggregation Rules, Line Loss Factors and metered data.

5.7 Submission of Aggregated Meter Data

5.7.1 The CDCA shall submit in accordance with BSCP 01:

- (a) for each relevant BM Unit, Interconnector and GSP Group respectively, BM Unit Metered Volumes, Interconnector Metered Volumes and GSP Group Takes for each Settlement Period to the SAA;
- (b) the magnitude of the GSP Group Take for each GSP Group for each Settlement Period to the SVAA (but not in relation to any Interim Information Volume Allocation Run);
- (c) Interconnector Metered Volumes in relation to each Interconnector for each Settlement Period to the Interconnector Administrator.

6. FURTHER FUNCTIONS OF CDCA

6.1 Proving Tests and Witnessing and Sealing of Meters

6.1.1 In accordance with BSCP 20 and in conjunction with the relevant Meter Operator Agent, the CDCA shall carry out proving tests on CVA Metering Systems and shall report any resulting errors to the relevant Meter Operator Agent and Registrant.

6.1.2 The CDCA shall provide a witnessing and sealing service in respect of all Metering Equipment associated with CVA Metering Systems pursuant to BSCP 06.

6.2 Meter Advance Reconciliation

6.2.1 In relation to each CVA Metering System, the CDCA shall in accordance with BSCP 05:

- (a) undertake Meter Advance Reconciliation or procure that Meter Advance Reconciliation is undertaken;
- (b) send reports on the results of Meter Advance Reconciliation to the Registrant, the Meter Operator Agent and (where BSCP 05 so requires) to BSCCo;
- (c) where BSCP 05 so provides, apply the appropriate correction in a Reconciliation Volume Allocation Run in accordance with paragraph 5.6.2.

7. INTERCONNECTOR BM UNIT METERED VOLUMES

7.1 General

7.1.1 This paragraph 7 sets out the basis on which (subject to paragraph 7.1.2) BM Unit Metered Volumes will be determined for each Interconnector BM Unit in respect of each Interconnector.

7.1.2 BM Unit Metered Volumes for the Interconnector BM Units for which the Interconnector Error Administrator is Lead Party will be determined (inter alia, using the Interconnector Metered Volume) in accordance with Section T4.1 and not this paragraph 7, and accordingly:

- (a) references in this paragraph 7 to Interconnector BM Units do not include the Interconnector BM Units of which the relevant Interconnector Error Administrator (in that capacity) is Lead Party;
- (b) the Interconnector Metered Volume (determined under paragraph 5) is not used for the purposes of this paragraph 7.

7.1.3 For the purposes of this paragraph 7:

- (a) the "**Interconnector Scheduled Transfer**" for each Interconnector in relation to a Settlement Period is the Active Energy flow, scheduled for all Interconnector Users (and not exceeding the physical capability of the Interconnector as from time to time determined under the relevant Interconnection Agreements), across the Interconnector (as a whole), as established pursuant to the relevant Interconnection Agreements between the Interconnected System Operator and the Externally Interconnected System Operator, stated as at the Transmission System Boundary, in the form of a schedule expressed as MW values for the spot times at the start and end of, and other spot times within, the Settlement Period;
- (b) after Gate Closure in relation to any Settlement Period, the Interconnector Scheduled Transfer is to be adjusted to reflect:
 - (i) any failure or derating of the physical capability of the Interconnector (as determined under the relevant Interconnection Agreements), and any subsequent uprating of the physical capability of the Interconnector provided that the uprated capability does not exceed the Interconnector Scheduled Transfer established at Gate Closure;
 - (ii) the acceptance by the Transmission Company of any Offer or Bid submitted by an Interconnector User in respect of an Interconnector BM Unit; or
 - (iii) any event occurring in relation to an External System, to the extent so provided in the relevant Interconnection Agreements, as notified to the Interconnector Administrator;

but shall not otherwise be adjusted;

- (c) the "**final**" Interconnector Scheduled Transfer in relation to a Settlement Period is the Interconnector Scheduled Transfer prevailing at the end of that Settlement Period;
- (d) for each Interconnector BM Unit:
 - (i) the "**Expected Transfer**" in relation to a Settlement Period is a schedule of expected Active Energy flows, stated as at the Transmission System Boundary, expressed as MW values for the spot times at the start and end of, and other spot times within, the Settlement Period;
 - (ii) in the case of a Production BM Unit, the Expected Transfer shall relate only to Exports;
 - (iii) in the case of a Consumption BM Unit, the Expected Transfer shall relate only to Imports.
- (e) for the purposes of an Interconnector Scheduled Transfer and an Expected Transfer, MW values are to be specified at particular spot times during (and including the start and end of) the relevant Settlement Period, and MW values at other spot times shall be established by linear interpolation.

7.1.4 For any Interconnector:

- (a) the sum of the Expected Transfers (for any spot time in the relevant Settlement Period) for all Interconnector BM Units shall be equal to the Interconnector Scheduled Transfer for that spot time;
- (b) wherever the Interconnector Administrator is to determine or adjust Expected Transfers, the Interconnector Administrator shall adjust the MW values in the Expected Transfers (by reference to capacity entitlements under and/or other applicable provisions of the relevant Interconnection Agreements) as required to ensure that paragraph (a) is satisfied.

7.1.5 In any case where Section H3.2.2(c) applies in relation to an Interconnector User, that Interconnector User shall be treated as having a zero Expected Transfer and the Expected Transfers for other Interconnector Users shall be determined (consistent with paragraph 7.1.4(a)) on that basis.

7.1.6 Without prejudice to Section U1.2, each Interconnector User shall ensure that all information provided pursuant to this paragraph 7 to the Interconnector Administrator is true, accurate and complete.

7.2 Expected Transfer at Gate Closure

7.2.1 The Interconnected System Operator shall send or procure that there is sent to the Interconnector Administrator the Interconnector Scheduled Transfer prevailing at Gate Closure.

7.2.2 The Interconnector User for each Interconnector BM Unit shall send or procure that there is sent, no later than Gate Closure, to the Interconnector Administrator a copy of the Physical Notification prevailing at Gate Closure for each Settlement Period (and may do so by providing copies of Physical Notifications and changes thereto submitted at times before Gate Closure).

7.2.3 The Interconnector Administrator shall determine the Expected Transfer for each Interconnector BM Unit at Gate Closure, by reference to (and so that the MW values in the Expected Transfer are derived from) the Physical Notification prevailing at Gate Closure, subject to paragraph 7.1.4.

7.3 Adjustments after Gate Closure

7.3.1 Following Gate Closure and until the end of the Settlement Period:

- (a) promptly upon any revision thereto, the Interconnected System Operator shall send or procure that there is sent to the Interconnector Administrator the revised Interconnector Scheduled Transfer;
- (b) where the Interconnector Administrator is so notified of a revision to the Interconnector Scheduled Transfer, the Interconnector Administrator shall adjust the Expected Transfer(s) accordingly and consistent with paragraph 7.1.4, provided that:
 - (i) in the case of a revision to the Interconnector Scheduled Transfer under paragraph 7.1.3(b)(ii), only the Expected Transfer of the Interconnector User which submitted the Bid or Offer therein referred to shall be so adjusted;
 - (ii) in the case of a revision to the Interconnector Scheduled Transfer under paragraph 7.1.3(b)(iii), the Expected Transfer to be adjusted shall be that of the Interconnector User as determined and notified to the Interconnector Administrator in accordance with the applicable provisions of the relevant Interconnection Agreement;
- (c) no adjustment shall be made to Expected Transfers other than pursuant to paragraph (b).

7.4 Determination of BM Unit Metered Volume

7.4.1 No later than the end of the next Business Day following the Settlement Day:

- (a) the Interconnected System Operator shall send or procure that there is sent to the Interconnector Administrator the final Interconnector Scheduled Transfer;
- (b) the Interconnector Administrator shall determine the final Expected Transfers for each Interconnector BM Unit;
- (c) the Interconnector Administrator shall determine the total Active Energy in the final Expected Transfer for each Interconnector BM Unit by integrating the MW values in such final Expected Transfer over the Settlement Period.

7.4.2 The BM Unit Metered Volume for each Interconnector BM Unit shall be the total Active Energy determined by the Interconnector Administrator in accordance with paragraph 7.4.1(c).

7.4.3 For each Settlement Day, the Interconnector Administrator shall submit to the SAA in accordance with BSCP 04 the BM Unit Metered Volumes for each relevant Interconnector BM Unit in respect of each Settlement Period.

7.5 System-to-system flows

- 7.5.1 This paragraph 7.5 applies where, as a result of an arrangement (outside the arrangements for scheduling flows on behalf of Interconnector Users) between the Transmission Company and an Externally Interconnected System Operator (and, as the case may be, the system operator of any other system linked to the Total System or the External System), a flow across an Interconnector is scheduled or varied for the purpose of securing stability of operation on the Total System or the External System (or any such other system) or for any other purpose of the Transmission Company or the Externally Interconnected System Operator (or such other system operator).
- 7.5.2 For the purposes of allocating and accounting for the Active Energy comprised in any flows as described in paragraph 7.5.1, the Transmission Company (in that capacity and not in any capacity of Interconnector Error Administrator) shall be:
- (a) allocated (and registered in respect of) two notional BM Units, for each Interconnector, designated as a Production BM Unit and a Consumption BM Unit respectively, which shall be treated as BM Units (and as Interconnector BM Units for which the Transmission Company is the Interconnector User) for the purposes only of paragraphs 7.4.3, 7.5.4 and 7.5.5, Sections K1.1.4(a)(iv), K5.7.1, and Sections T1.3.5, T2, T4.1, T4.5 and T4.6; and
 - (b) treated as an Interconnector User for that Interconnector accordingly for the purposes only of those paragraphs and Sections.
- 7.5.3 In relation to each Settlement Period and each Interconnector, not later than the end of the Business Day next following the Settlement Day, the Transmission Company shall determine (on a basis for the time being approved in writing by the Authority for the purposes of this paragraph 7.5), and notify to the Interconnector Administrator, details of the net amount (in MWh) of any flows as described in paragraph 7.5.1 (the net amount being the "**system-to-system flow**").
- 7.5.4 For each Settlement Period, the BM Unit Metered Volumes for the BM Units allocated to the Transmission Company under paragraph 7.5.2 for each Interconnector shall be as follows:
- (a) for the Production BM Unit, the system-to-system flow for the relevant Interconnector as notified by the Transmission Company to the Interconnector Administrator under paragraph 7.5.3 where the net amount notified is an Export system-to-system flow, and otherwise zero;
 - (b) for the Consumption BM Unit, the system-to-system flow for the relevant Interconnector as notified by the Transmission Company to the Interconnector Administrator under paragraph 7.5.3 where the net amount notified is an Import system-to-system flow, and otherwise zero.
- 7.5.5 The Interconnector Administrator shall submit to the SAA the BM Unit Metered Volumes for each such BM Unit in accordance with paragraph 7.4.3.

SECTION S: SUPPLIER VOLUME ALLOCATION

1. GENERAL

1.1 Introduction

1.1.1 This Section S sets out:

- (a) the rights and obligations of Suppliers, and the activities and functions for which Suppliers (and their Party Agents) are responsible, in relation to Supplier Volume Allocation;
- (b) the application of performance assurance measures with respect to Parties involved in Supplier Volume Allocation and associated liquidated damages;
- (c) the functions of Supplier Meter Registration Agents with respect to Supplier Volume Allocation;
- (d) the functions of the SVAA;
- (e) the functions of the Profile Administrator;
- (f) the basis upon which SVA Metering Systems may be allocated to Additional BM Units; and
- (g) the basis upon which quantities of Active Energy associated with SVA Metering Systems are determined and allocated to Supplier BM Units for the purposes of Settlement.

1.2 Application and interpretation

1.2.1 This Section S, together with the Annexes to this Section S, apply in respect of:

- (a) SVA Metering Systems;
- (b) BM Units associated with such Metering Systems; and
- (c) Parties responsible for Imports and Exports which, for the purposes of Section K, are measured by such Metering Systems,

and references to Half Hourly Metering Systems and Non Half Hourly Metering Systems (and, where applicable, to Metering Systems) shall be construed accordingly, unless the context otherwise requires.

1.2.2 For the purposes of the Code:

- (a) a "**Supplier Agent**" is any Party Agent of a Supplier required to be appointed in respect of SVA Metering Systems; and
- (b) references to the allocation of SVA Metering Systems to an Additional BM Unit (and cognate expressions) shall be interpreted to mean the allocation to an Additional BM Unit of Plant and/or Apparatus whose Imports or Exports of electricity are measured by SVA Metering Systems.

1.3 Supplier ID

- 1.3.1 A Supplier ID is a unique reference by which a Supplier is identified in SMRS and for the purposes of Supplier Volume Allocation.
- 1.3.2 A Supplier may hold more than one Supplier ID subject to and in accordance with the further provisions of this paragraph 1.3.
- 1.3.3 Where a Supplier holds more than one Supplier ID:
- (a) the provisions of the Code referred to in paragraph 1.3.4, and any other provision of the Code which is expressed to apply on a Supplier ID basis, shall apply separately in respect of the Supplier in the capacity of each of its Supplier IDs so far as capable of so applying;
 - (b) except as otherwise expressly provided, all other provisions of the Code apply in respect of the Supplier without regard to its Supplier IDs,
- and references to a Supplier (including the Supplier as Registrant of a Metering System) and Supplier 'Z' in the Code shall be construed accordingly.
- 1.3.4 The provisions of the Code referred to in paragraph 1.3.3(a) are paragraphs 2, 6 and 7 (subject to the provisions of Annex S-2) and Annex S-2.
- 1.3.5 A Supplier may hold:
- (a) no more than three Supplier IDs in relation to which the Supplier is the first holder of such Supplier ID; and
 - (b) additional Supplier ID(s) (to those held pursuant to paragraph (a)) provided the additional Supplier ID(s) is held pursuant to a transfer in accordance with the further provisions of this paragraph 1.

1.4 Transfer of Supplier ID

- 1.4.1 For the purposes of the Code:
- (a) "**ID Transferee**" means the Trading Party identified as the transferee in a notice which is given and takes effect pursuant to and in accordance with this paragraph 1.4;
 - (b) "**ID Transferor**" means the Supplier who gives the notice referred to in paragraph 1.4.3;
 - (c) "**Relevant BM Units**" are in relation to a ID Transferor, the BM Unit(s) to which the relevant Metering Systems are associated;
 - (d) "**relevant Metering Systems**" means Metering Systems registered in SMRS and identified by the relevant Supplier ID (and associated with Relevant BM Units); and
 - (e) "**relevant Supplier ID**" means the Supplier ID identified in a notice given pursuant to paragraph 1.4.2.
- 1.4.2 A Supplier may give notice to BSCCo that it intends to transfer its interests in respect of the provision of electrical power to Customers measured by Metering Systems identified in SMRS with a Supplier ID to another Trading Party (such transfer to be effected by a transfer of the Supplier ID and referred to as a "**relevant ID transfer**").

- 1.4.3 A notice given pursuant to paragraph 1.4.2 shall:
- (a) be in writing;
 - (b) identify:
 - (i) the Supplier ID to which the relevant ID transfer relates;
 - (ii) the transferee, being the Trading Party to which the relevant ID transfer is to be made;
 - (iii) subject to paragraph 1.4.5, the date with effect from which the relevant ID transfer is to be made;
 - (iv) subject to paragraph 1.4.7, the time with effect from which the relevant ID transfer is to be made; and
 - (c) be signed by or on behalf of both the Supplier issuing such notice and the Trading Party identified in such notice as the transferee.
- 1.4.4 A relevant ID transfer may not be made in respect of some but not all of the relevant Metering Systems.
- 1.4.5 The relevant ID transfer shall take effect for the purposes of the Code from the time and date specified in the relevant notice given pursuant to paragraph 1.4.2 and in accordance with paragraphs 1.4.6 and 1.4.7 (such date being the "**ID Transfer Date**").
- 1.4.6 For the purposes of the Code the date with effect from which a relevant ID transfer is to take effect may not be earlier than:
- (a) where the relevant notice is received by BSCCo before 12:00 hours on a day, the day following;
 - (b) where the relevant notice is received by BSCCo after 12:00 hours on a day, the second day following
- the day on which the relevant notice is received.
- 1.4.7 The time with effect from which a relevant ID transfer is to take effect, for the purposes of the Code, is 00:00 hours on the ID Transfer Date.
- 1.4.8 Without prejudice to the provisions of paragraph 1.4.4, 1.4.5, 1.4.6 and 1.4.7 as they apply for the purposes of the Code, those provisions shall not affect or limit the terms and conditions upon which a relevant ID transfer is to be made as between the parties to the relevant ID transfer.
- 1.4.9 BSCCo shall send a copy of any notice given pursuant to paragraph 1.4.2 to the Authority, each Party and the CRA.

1.5 Effect of transfer of Supplier ID

- 1.5.1 With effect from the time and date that a relevant ID transfer is to take effect:
- (a) the ID Transferee shall (notwithstanding the provisions of Section K but subject to the further provisions of this paragraph 1) be:

- (i) responsible for all Exports and Imports of the Plant and Apparatus comprised in Relevant BM Units (and measured by the relevant Metering Systems);
 - (ii) the Registrant of the relevant Metering Systems (and shall be treated, for the purposes of the Code, as having appointed and registered the Party Agents of the ID Transferor in respect of the relevant Metering Systems); and
 - (iii) subject to the obligations and liabilities and entitled to the rights and benefits (including in respect of Trading Charges and BSCCo Charges) related to or connected with the relevant Metering Systems and the Exports and Imports of that Plant and Apparatus (and measured by the relevant Metering Systems);
- (b) the ID Transferor shall (notwithstanding the provisions of Section K but subject to the further provisions of this paragraph 1) cease to be:
- (i) responsible for all Exports and Imports of the Plant and Apparatus comprised in Relevant BM Units (and measured by relevant Metering Systems);
 - (ii) the Registrant of the relevant Metering Systems; and
 - (iii) subject to the obligations and liabilities and entitled to the rights and benefits (including in respect of Trading Charges and BSCCo Charges) related to or connected with the relevant Metering Systems and the Exports and Imports of that Plant and Apparatus (and measured by the relevant Metering Systems),

in each case, in respect of each Settlement Period on and after such time, and the provisions of the Code shall be construed accordingly.

1.5.2 The transfer of responsibility in respect of Exports and Imports of Plant and Apparatus comprised in Relevant BM Units from the ID Transferor to the ID Transferee pursuant to paragraph 1.5.1 shall be without prejudice and shall not affect:

- (a) the rights and liabilities of the ID Transferor under the Code relating to or connected with Relevant BM Units or the relevant Metering Systems, including in respect of Trading Charges (including Reconciliation Charges and Ad-hoc Trading Charges) and BSCCo Charges, accrued or accruing in respect of the period prior to the ID Transfer Date;
- (b) the rights and liabilities of the ID Transferor under the Code relating to or connected with any other BM Units or Metering Systems, including in respect of Trading Charges (including Reconciliation Charges and Ad-hoc Trading Charges) and BSCCo Charges, accrued or accruing in respect of the period on, before or after the ID Transfer Date.

1.5.3 For the avoidance of doubt, nothing in this paragraph 1.5 shall affect:

- (a) any Energy Contract Volume Notifications for which the ID Transferor is a Contract Trading Party;
- (b) any Metered Volume Reallocation Notifications for which the ID Transferor is the Subsidiary Party,

whether submitted or submitted in respect of a period on, before or after the ID Transfer Date, and any such Energy Contract Volume Notifications or Metered Volume Reallocation Notifications validly submitted in accordance with Section P shall apply and be taken into account in Settlement, subject to and in accordance with the other provisions of the Code, for the purposes of determining any liability or entitlement of the ID Transferor in respect of Trading Charges.

1.5.4 For the avoidance of doubt, the deemed appointment and registration of Party Agents pursuant to paragraph 1.5.1(a)(ii) applies for the purposes of the Code only and shall not create, affect or change any relationship between the ID Transferor or the ID Transferee and those (or any other) Party Agents.

1.5.5 The provisions of this paragraph 1.5 shall apply for the purposes of Settlement under the Code notwithstanding any other provisions in any Core Industry Document.

1.6 Establishment of BM Units following transfer of Supplier ID

1.6.1 The provisions of this paragraph 1.6 apply in relation to a Relevant BM Unit where pursuant to a relevant ID transfer the Supplier ID for the relevant Metering Systems is transferred to a Trading Party.

1.6.2 Where this paragraph 1.6 applies, the CRA shall establish a BM Unit (a "**Transferee BM Unit**") for which the ID Transferee is the Lead Party corresponding to each Relevant BM Unit as soon as reasonably practicable after the ID Transfer Date.

1.6.3 Unless the context otherwise requires, references to BM Units in the Code shall include Transferee BM Units.

1.6.4 The establishment of Transferee BM Unit(s) pursuant to paragraph 1.6.2 shall take effect on and from the ID Transfer Date.

1.6.5 Each Transferee BM Unit established pursuant to paragraph 1.6.2 shall be configured in the same way and have the same attributes as the Relevant BM Unit of the ID Transferor to which it corresponds, including:

- (a) the Generation Capacity and the Demand Capacity;
- (b) the Credit Assessment Load Factor;
- (c) (where applicable) the GSP Group in which that BM Unit is situated;
- (d) (where applicable) the status of that BM Unit as a Base BM Unit or an Additional BM Unit;
- (e) the SVA Metering Systems associated with that BM Unit;
- (f) the P/C Status;
- (g) the Trading Unit to which that BM Unit belongs;
- (h) the Joint BM Unit Data (if any); and
- (i) whether that BM Unit is considered a relevant BM Unit for the purposes of Section Q,

but without prejudice to the ID Transferee's rights and obligations to revise such configuration and attributes, or otherwise to the revision of such configuration and attributes, from time to time pursuant to any other provision of the Code.

1.6.6 Where a ID Transferee is transferred responsibility for Plant or Apparatus which is subject to a Shared SVA Meter Arrangement, then notwithstanding any provisions to the contrary in Section K2.5:

- (a) the Allocation Schedule prevailing immediately prior to the ID Transfer Date shall continue to apply and to bind the ID Transferee and the other Supplier(s) (not being the ID Transferor) to the Shared SVA Meter Arrangement; and
- (b) the ID Transferee shall assume the status previously held by the ID Transferor as the Primary Supplier or a Secondary Supplier (as the case may be).

1.7 Effect of establishment of Transferee BM Units

1.7.1 The establishment of a Transferee BM Unit pursuant to paragraph 1.6 shall be treated, for the purposes of the Code, as if:

- (a) that new BM Unit had been registered (comprising the same Metering Systems as those comprised in the corresponding BM Unit of the ID Transferor) by the ID Transferee with effect from the ID Transfer Date; and
- (b) the registration of the corresponding BM Unit of the ID Transferor had been cancelled by the ID Transferor with effect from such date.

1.7.2 Without prejudice to the generality of paragraph 1.7.1 and subject to the further provisions of this paragraph 1.7, in respect of each Settlement Period on and after the ID Transfer Date:

- (a) the BM Unit Metered Volumes of the Relevant BM Unit to which a Transferee BM Unit corresponds shall be allocated to the Transferee BM Unit; and
- (b) such BM Unit Metered Volumes shall not be allocated or treated as allocated to the Relevant BM Unit to which such Transferee BM Unit corresponds,

for the purposes of Section T.

1.7.3 Notwithstanding paragraph 1.7.1, any Metered Volume Reallocation Notification and any data item submitted or purportedly submitted by or on behalf of the ID Transferor (as Lead Party) relating to Relevant BM Units in respect of the period on or after the ID Transfer Date (whether submitted before, on or after the date the registration of the Relevant BM Unit is treated as cancelled pursuant to paragraph 1.7.1) shall, by virtue of paragraph 1.7.1, be void and of no effect and shall not be applied to the Transferee BM Units to which they correspond.

1.8 Data relating to Relevant BM Units

1.8.1 For the purposes of any provisions in the Code relating to the ownership and use of data (including Section L5), the rights of the ID Transferee in respect thereof, as they relate to the Relevant BM Units for which a Trading Party becomes responsible, shall to the extent such rights are not assigned to the ID Transferee by reason of the change of Registrant and with effect from the ID Transfer Date:

- (a) automatically be assigned by the ID Transferor to the ID Transferee from and in respect of the period on and after the ID Transfer Date; or
 - (b) to the extent that it is not possible legally to assign such rights as provided in paragraph (a), the ID Transferor shall make such data available to the ID Transferee at all times on terms such that the ID Transferee is free to use such data as if the data had been so assigned to it.
- 1.8.2 The ID Transferor shall take all reasonable steps to co-operate with the ID Transferee to give effect to the transfer of responsibility contemplated by paragraphs 1.4, 1.5, 1.6, 1.7 and this paragraph 1.8 and to enable the ID Transferee to comply with its obligations thereunder.
- 1.8.3 Without prejudice to the generality of paragraph 1.8.2, the ID Transferor shall provide the ID Transferee with such records, data and information and otherwise take such steps as if, in relation to the relevant Metering Systems a change of Registrant (from the ID Transferor to the ID Transferee) had occurred on the ID Transfer Date.
- 1.8.4 The ID Transferee shall have a right of access to any records, data and information referred to in this paragraph 1.8 to the extent required by the ID Transferee for the purposes of the Code in relation to any period prior to the ID Transfer Date.

2. RESPONSIBILITIES OF SUPPLIERS AND SUPPLIER AGENTS

2.1 Supplier Agents

- 2.1.1 Each Supplier shall, in accordance with Section J, appoint and register Supplier Agents in respect of each SVA Metering System for which such Supplier is or is to be the Registrant.
- 2.1.2 Each Supplier shall be responsible, in accordance with Section J, for every act, breach, omission, neglect and failure (in relation to that Supplier) of each Supplier Agent appointed by it and shall comply, and procure compliance by each Supplier Agent, with the relevant Party Service Lines, BSC Procedures, Codes of Practice (in respect of meter operation) and with the applicable provisions of the Code.
- 2.1.3 The functions of each Supplier Agent are described in paragraphs 2.2 to 2.5.
- 2.1.4 Without prejudice to the requirement to perform the obligations and carry out the activities described in Section J1.2.2 through the use of Supplier Agents, each Supplier shall be responsible (for the purposes of the Code) for the discharge of such obligations and the carrying out of such activities in respect of each SVA Metering System for which such Supplier is the Registrant, and any failure by such Supplier to appoint a Supplier Agent in accordance with paragraph 2.1.1 shall not alter or affect such responsibility in any way.

2.2 Meter Operator Agents

- 2.2.1 The principal functions of a Meter Operator Agent in respect of SVA Metering Systems for which it is responsible are:
- (a) to install, commission, test and maintain, and to rectify faults in respect of, SVA Metering Equipment (including, if applicable, associated Communications Equipment) in accordance with Section L; and

- (b) to maintain Meter Technical Details and to provide such Details, in accordance with Section L, to the relevant Half Hourly Data Collector or Non Half Hourly Data Collector (as the case may be) to enable such Data Collector to read and process data in accordance with the Supplier Volume Allocation Rules,

in each case, in accordance with Party Service Line 110 for Meter Operation and BSCP 502 (in respect of Half Hourly Metering Systems) and BSCP 504 (in respect of Non Half Hourly Metering Systems).

2.2.2 Each Supplier shall, as soon as possible and in any event promptly after its registration in respect of a particular SVA Metering System becomes effective or (as the case may be) following a change in the Meter Operator Agent appointed in relation to a particular SVA Metering System, send to the relevant Meter Operator Agent for each SVA Metering System for which it is responsible (unless otherwise agreed with the relevant Meter Operator Agent):

- (a) details of such Meter Operator Agent's registration in SMRS in relation to that SVA Metering System, the related SVA Metering System Number and the Identifiers for the Data Collector and Supplier Meter Registration Agent related to that SVA Metering System; and
- (b) confirmation of the time and date with effect from which that Meter Operator Agent's appointment in relation to such SVA Metering System is to take effect.

2.2.3 Each Supplier shall meet or procure that the relevant Meter Operator Agent meets the service levels specified in Party Service Line 110 in relation to the SVA Metering Systems in respect of which it is registered.

2.3 Data Collectors

2.3.1 The principal functions of a Half Hourly Data Collector are, in accordance with the provisions of this Section S and the Supplier Volume Allocation Rules, with BSCP 502 and BSCP 520 and with Party Service Line 130:

- (a) to collect metered data;
- (b) to validate data and provide reports;
- (c) to enter validated metered data into the relevant data collection system;
- (d) to maintain relevant standing data;
- (e) to undertake Meter Advance Reconciliation to reconcile half hourly energy values with meter advances;
- (f) to sum register level data to produce SVA Metering System level data;
- (g) to provide SVA Metering System level data to the relevant Half Hourly Data Aggregator; and
- (h) to provide validated metered data and SVA Metering System reports to the relevant Supplier and the relevant Distribution System Operator.

2.3.2 The principal functions of a Non Half Hourly Data Collector are, in accordance with the provisions of this Section S and the Supplier Volume Allocation Rules, with BSCP 504 and with Party Service Line 120:

- (a) to collect metered data;
- (b) to validate data and provide reports;
- (c) to maintain relevant standing data;
- (d) to enter data into the relevant data collection system and calculate the Meter Advance values;
- (e) to receive Daily Profile Coefficients from the SVAA;
- (f) to determine Estimated Annual Consumption data and Annualised Advance data based on the Daily Profile Coefficients received from the SVAA;
- (g) to provide Estimated Annual Consumption data and Annualised Advance data to the relevant Non Half Hourly Data Aggregator;
- (h) to investigate anomalies relating to Estimated Annual Consumption or Annualised Advances raised by the relevant Non Half Hourly Data Aggregator; and
- (i) to provide validated metered data and SVA Metering System reports to the relevant Supplier and the relevant Distribution System Operator.

2.3.3 Each Supplier shall send to the Data Collector for each SVA Metering System for which it is responsible:

- (a) promptly after its registration in respect of a particular SVA Metering System becomes effective or (as the case may be) following a change in Data Collector appointed in relation to a particular SVA Metering System (unless otherwise agreed with the relevant Data Collector) details of:
 - (i) such Data Collector's registration in SMRS in relation to that SVA Metering System, the related SVA Metering System Number and the Identifiers for the Meter Operator Agent, Data Aggregator and Supplier Meter Registration Agent related to that SVA Metering System; and
 - (ii) the start of the period for which the Data Collector is appointed; and
- (b) promptly after receiving such information, any data in respect of consumption at a SVA Metering System received by it directly from SVA Customers, in order to enable the relevant Data Collector to validate and process such information.

2.3.4 In respect of each SVA Metering System in relation to which it is registered in SMRS, a Supplier shall ensure that the appointed Data Collector has such access to the relevant meters as the Data Collector reasonably requires in order to read them all within the timescales required for Settlement.

2.4 Data Aggregators

2.4.1 The principal functions of a Half Hourly Data Aggregator are, in accordance with this Section S and the Supplier Volume Allocation Rules, with BSCP 503 and with Party Service Line 150:

- (a) to receive half-hourly data from the relevant Half Hourly Data Collectors;

- (b) to validate data and provide reports;
 - (c) to enter data into the relevant data aggregation system;
 - (d) to maintain relevant standing data;
 - (e) to receive and maintain Line Loss Factors provided by Licensed Distribution System Operators and approved by the Panel;
 - (f) to aggregate the metered data in MWh in the relevant data aggregation system;
 - (g) to receive and maintain Additional BM Unit data for each Supplier (in respect of which such Half Hourly Data Aggregator is appointed) and to receive, validate and maintain details of the SVA Metering Systems for which such Supplier is the Registrant allocated by that Supplier to its Additional BM Units in the same GSP Group;
 - (h) to provide to the SVAA data aggregated by Supplier BM Unit or by Supplier and by GSP Group in accordance with the further provisions of this Section S.
- 2.4.2 The principal functions of a Non Half Hourly Data Aggregator are, in accordance with this Section S and the Supplier Volume Allocation Rules, with BSCP 505 and with Party Service Line 140:
- (a) to receive Estimated Annual Consumption/Annualised Advances from Non Half Hourly Data Collectors;
 - (b) to check Estimated Annual Consumption/Annualised Advances and provide reports;
 - (c) to enter data into the relevant data aggregation system;
 - (d) to maintain relevant standing data;
 - (e) to aggregate the annualised consumption data in MWh; and
 - (f) to provide aggregate annualised consumption data to the SVAA.
- 2.4.3 Each Supplier shall, promptly after its registration in respect of a particular SVA Metering System becomes effective or (as the case may be) following a change in Data Aggregator appointed in relation to a particular SVA Metering System, send to the relevant Data Aggregator appointed by it in accordance with Section J (unless otherwise agreed with the relevant Data Aggregator):
- (a) details of such Data Aggregator's registration in SMRS in relation to that SVA Metering System, the related SVA Metering System Number and the Identifiers for the Data Collector and Supplier Meter Registration Agent related to that SVA Metering System; and
 - (b) confirmation of the start of the period for which the Data Aggregator is appointed.
- 2.4.4 Each Supplier shall ensure that any material anomaly reported to it by a Data Aggregator appointed by it in accordance with Section J in relation to data received by that Data Aggregator from Data Collectors for which the Supplier is responsible is recorded and investigated and that a record is kept of the action (if any) taken to prevent a recurrence of the anomaly during the next Volume Allocation Run for that Settlement Day.

2.4.5 For the purposes of paragraph 2.4.4, a "**material anomaly**" is one which is required to be so recorded and investigated in accordance with the relevant Party Service Line or one which the Supplier appreciates or should reasonably appreciate will have an impact on the quality of data for Settlement purposes.

2.5 Meter Administrators

2.5.1 The principal functions of a Meter Administrator are, in accordance with this Section S, with BSCP 520 and with Party Service Line 170 for Meter Administration:

- (a) to calculate deemed metered volumes (estimated energy consumption) for half hourly unmetered supplies (known as Equivalent Unmetered Supplies) relating to SVA Customers; and
- (b) to provide the relevant data to the relevant Half Hourly Data Collector.

2.5.2 Each Supplier shall, promptly after its registration in respect of a particular SVA Metering System becomes effective or (as the case may be) following a change in Meter Administrator appointed in relation to a particular SVA Metering System, send to the relevant Meter Administrator appointed by it in accordance with Section J (unless otherwise agreed with the relevant Meter Administrator):

- (a) details of such Meter Administrator's registration (where applicable) in SMRS in relation to that SVA Metering System, the related SVA Metering System Number and the Identifiers for the Data Collector and the Supplier Meter Registration Agent related to that SVA Metering System; and
- (b) confirmation of the start of the period for which the Meter Administrator is appointed.

2.6 Provision of Data

2.6.1 In respect of each SVA Metering System at 100kW Premises in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall (unless and to the extent otherwise agreed by the Panel) promptly submit or procure the submission of the appropriate data (as specified by BSCP 01 (Overview of Settlement Process)) to the SVAA before each Initial Volume Allocation Run, in accordance with BSCP 01 (Overview of Settlement Process).

2.6.2 In respect of each SVA Metering System at premises other than 100kW Premises in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall submit, or procure the submission of, the appropriate data (as specified by BSCP 01 (Overview of Settlement Process)) to the SVAA promptly after collection of such data and, in any event, before the relevant Final Reconciliation Volume Allocation Run, in accordance with BSCP 01 (Overview of Settlement Process).

2.6.3 A Supplier shall (to the extent that it has not already done so in accordance with the Supplier Entry Process) submit, or procure the submission of, appropriate details to the SVAA of each GSP Group in which the Supplier commences or ceases trading for Supplier Volume Allocation, in accordance with BSCP 507.

2.7 Additional Supplier Obligations

2.7.1 Each Supplier shall use all reasonable endeavours to co-operate with and support the Panel, other Trading Parties, the SVAA and other BSC Agents in the integration testing of

any relevant system, software or hardware required for the operation of Supplier Volume Allocation.

2.7.2 Each Supplier shall:

- (a) use all reasonable endeavours to assist BSCCo's and the SVAA's problem management service in the resolution of any problems arising from Supplier Volume Allocation in relation to which that Supplier can reasonably be expected to provide assistance;
- (b) provide all information reasonably requested by the SVAA within a reasonable timescale agreed with the SVAA; and
- (c) use all reasonable endeavours to procure that each Supplier Agent from time to time appointed by it in respect of a SVA Metering System uses all reasonable endeavours to assist the SVAA's problem management service in the resolution of any problems arising from their contracts relating to Supplier Volume Allocation and provides all information reasonably requested by the SVAA within a reasonable timescale agreed with the SVAA, in any such case where that Supplier can reasonably be expected to provide assistance.

2.7.3 The provisions of Section O, as they relate to Supplier Volume Allocation, shall apply in relation to the sending and receiving of Communications for the purposes of this Section S.

2.7.4 In respect of each Non Half Hourly Metering System in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall:

- (a) if it is the first time that such Metering System is registered with a Supplier Meter Registration Agent, allocate such Metering System to:
 - (i) a Profile Class; and
 - (ii) a Standard Settlement Configuration and other relevant information in accordance with the relevant BSC Procedures; and
- (b) in any other case:
 - (i) use reasonable endeavours to ensure that such Metering System remains at all times allocated to the correct Profile Class; and
 - (ii) from time to time change the Profile Class to which that Metering System is allocated,

in each case in accordance with the BSCP 516.

2.7.5 Each Supplier shall:

- (a) co-operate with the Profile Administrator in the performance of its obligations under its BSC Agent Contract;
- (b) provide such information as the Profile Administrator may reasonably require in the performance of such obligations; and
- (c) comply with any directions as may from time to time reasonably be made by the Panel in respect of the Profile Administrator's BSC Agent Contract.

- 2.7.6 In relation to each SVA Metering System for which it is responsible, a Supplier shall (where applicable) ensure that teleswitch data and changes thereto are provided to the SVAA in accordance with the relevant BSC Procedure (if any) and (to the extent applicable) the provisions of Section O.
- 2.7.7 Each Supplier shall provide, or procure the provision by the SVAA of, the appropriate data specified in BSCP 508 (being certain output from Volume Allocation Runs) to the relevant Distribution System Operators free of charge provided that each Distribution System Operator shall only be entitled to use such data for the purposes of operation of its Distribution System and for the calculation of charges for use of and connection to its Distribution System.
- 2.7.8 Each Supplier which is or intends to be registered in SMRS shall comply with the data quality standards specified in the Supplier Volume Allocation Rules and with Party Service Line 160.
- 2.7.9 Each Supplier shall at all times hold the following data in relation to each SVA Metering System for which it is responsible:
- (a) the Meter Technical Details;
 - (b) in the case of a Non Half Hourly Metering System, the Metered Data obtained for each relevant Settlement Register on each occasion during the preceding 40 months on which valid Metered Data was obtained, and the latest values of Estimated Annual Consumption and Annualised Advance.
- 2.7.10 If a Supplier appoints a replacement Supplier Agent in relation to any SVA Metering System in the circumstances set out in Section J4.2.6(a)(i) or (ii), the Supplier shall provide to the replacement Supplier Agent the following data:
- (a) in the case of the replacement of a Meter Operator Agent, the data held by the Supplier pursuant to paragraph 2.7.9(a);
 - (b) in the case of a Non Half Hourly Data Collector, the data held by the Supplier pursuant to paragraph 2.7.9(b).
- 2.7.11 To enable the identity of each Equipment Owner to be included in Market Domain Data, a Supplier shall, in accordance with BSCP 509, inform the SVAA of the identity of an Equipment Owner (whether or not the Supplier itself) in relation to any Non Half Hourly Metering System for which the Supplier is registered in SMRS (unless such data already exists in Market Domain Data).

3. PERFORMANCE

3.1 Performance Assurance

- 3.1.1 Each Supplier shall provide, or procure the provision of such reports to the Performance Assurance Board as may from time to time be reasonably required in accordance with the relevant BSC Procedures in order to enable the Performance Assurance Board to review compliance by that Supplier with the requirements of paragraph 2 and compliance by each Supplier Agent for which that Supplier is responsible with the relevant Party Service Lines.

3.1.2 Each Supplier shall provide the Panel and the Performance Assurance Board with access to all of its records, data and other information (and those of its Supplier Agents) as may reasonably be required by the Panel or (as the case may be) the Performance Assurance Board to carry out its functions in accordance with the Code and relevant Code Subsidiary Documents, or procure that such access is provided.

3.1.3 Without prejudice to paragraph 3.1.2, each Supplier shall pay, in accordance with paragraph 4 of Annex S-1 any amounts which fall to be paid by it in accordance with paragraph 3.2.

3.2 Supplier Charges

3.2.1 Without prejudice to any other right of other Parties (other than in respect of claims for damages for loss), a Supplier which fails to comply with:

- (a) the reporting requirements imposed on it pursuant to paragraph 3.1.1; or
- (b) the requirements in respect of data provision imposed on it pursuant to paragraph 2.6; or
- (c) any of the Performance Levels set out in the Menu of Supplier Charges set out in Annex S-1

shall be liable to the relevant charge set out in the Menu of Supplier Charges in Annex S-1, to be payable in accordance with Annex S-1.

3.3 Supplier Force Majeure

3.3.1 A Supplier shall not be liable to any other Party for delay or failure in performing its obligations under paragraph 2 or paragraph 3.1.1 to the extent that such delay or failure results from or is caused directly by any event or circumstance beyond the reasonable control of the Supplier including:

- (a) act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage or act of vandalism;
- (b) strikes, lockouts or other industrial disturbances;
- (c) lightning, storm, accumulation of snow or ice, earthquake, fire, flood or act of God;
- (d) explosion, fault or failure of plant or machinery which (in each case) could not have been prevented by Good Industry Practice;
- (e) governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 or 35 of the Act);
- (f) a failure by the SVAA to provide Daily Profile Coefficients to a Data Collector for which the Supplier is responsible or to distribute Market Domain Data in accordance with the relevant BSC Procedures;
- (g) the provision to the Supplier or any Supplier Agent for which it is responsible by the SVAA of Daily Profile Coefficients or Market Domain Data which is incorrect in any material respect;

- (h) a failure in the communication network or method used by the Supplier's Supplier Agent in accordance with the relevant Party Service Lines and BSC Procedures provided the Supplier has first used reasonable endeavours to ensure that its Supplier Agent has used any reasonable alternative method of communication available,
- ("Supplier Force Majeure"), provided that this paragraph 3.3 is subject to compliance by the Supplier and its Supplier Agents in all respects with the disaster recovery provisions from time to time set out in the applicable Party Service Lines.
- 3.3.2 Lack of funds shall not be interpreted as a circumstance beyond a Supplier's reasonable control.
 - 3.3.3 A Supplier which is affected by Supplier Force Majeure shall:
 - (a) give immediate notice to BSCCo;
 - (b) use all reasonable endeavours to mitigate the impact of the Supplier Force Majeure and to remedy as soon as practicable its inability to perform;
 - (c) provide notice to BSCCo within one Business Day of the Supplier Force Majeure being resolved or ceasing to apply.
 - 3.3.4 The provisions of paragraph 3.3.3 shall be without prejudice to the disaster recovery provisions from time to time set out in the applicable Party Service Lines.

4. FUNCTIONS OF BSC AGENTS IN RELATION TO SUPPLIER VOLUME ALLOCATION

4.1 Supplier Volume Allocation Agent

- 4.1.1 The principal functions of the SVAA are, in accordance with the Code and relevant Code Subsidiary Documents (including BSCP 508):
 - (a) to provide a supplier volume allocation service in accordance with SVAA Service Line 300 and the Supplier Volume Allocation Rules and to comply with the other requirements of SVAA Service Line 300;
 - (b) to provide a daily profile production service in accordance with SVAA Service Line 310 involving, inter alia, receiving, obtaining and maintaining data relating to GSP Groups, noon temperatures and times of sunset, the preparation of Daily Profile Coefficients and the provision of reports on profiles and Standard Settlement Configurations to Non Half Hourly Data Collectors and Suppliers;
 - (c) to provide a Market Domain Data service to the electricity markets of England and Wales and Scotland in accordance with SVAA Service Line 360;
 - (d) to perform additional related services if and to the extent required by the Panel, including:
 - (i) the development and maintenance of a contingency plan in accordance with SVAA Service Line 320 for approval from time to time by the Panel;

- (ii) the provision of a disaster recovery service, and the development and maintenance of a disaster recovery plan, all in accordance with SVAA Service Line 320;
 - (iii) the provision of a national helpdesk service, a problem management service, a change management service, a committee support service, a performance report service, an ad hoc reporting service, a dispute support service, a software acceptance testing service and an integration testing service, in each case in accordance with SVAA Service Line 330;
 - (iv) the development and maintenance of a hand-over service, and the provision of an exit management plan, in accordance with SVAA Service Line 350;
 - (v) the provision of a consultancy service, a technical architecture and design service and a software maintenance service, in each case in accordance with SVAA Service Line 370; and
 - (vi) such other services as may from time to time be agreed by the Panel; and
- (e) to provide data to the Transmission Company and Distribution System Operators necessary for the purposes of calculating transmission and distribution use of system charges respectively in accordance with BSCP 508.

4.2 Profile Administrator

4.2.1 The principal functions of the Profile Administrator are, in accordance with the Supplier Volume Allocation Rules and relevant Code Subsidiary Documents:

- (a) to create and maintain a load research sample using customer information provided to it by Suppliers and to carry out a programme of load research in order to collect half-hourly demand data from customers;
- (b) to analyse data collected through the load research programme and from other sources approved from time to time by the Panel;
- (c) to derive sets of Regression Coefficients for each Profile Class;
- (d) to deliver the Regression Coefficients and related data to Parties, the SVAA, Supplier Agents or BSCCo;
- (e) to analyse data and to monitor the accuracy of Profiles derived from Regression Coefficients; and
- (f) to provide such consultancy services as the Panel may from time to time determine.

4.2.2 The Profile Administrator shall provide (unless and to the extent otherwise specified from time to time by BSCCo) to BSCCo or as otherwise directed by it a set of Regression Coefficients, Group Average Annual Consumption values and Profile Coefficients for each BSC Year on or before 30th November before the beginning of the relevant BSC Year, using data collected from the load research programme carried out by the Profile Administrator, augmented with data provided by Suppliers which is consistent with the overall sample design.

4.2.3 Unless and to the extent otherwise specified by BSCCo, the Profile Administrator shall deliver to BSCCo or as otherwise directed by it:

- (a) on a quarterly basis, a breakdown by GSP Group of each Profile Class sample, together with a statement of the daily average number of customers for which monitoring equipment has been successfully installed and commissioned for each Profile Class in respect of the previous quarter (a quarter being a period of 3 months commencing on 1st January, 1st April, 1st July and 1st October in any year); and
- (b) an annual report and data analysis plan (in such form as may be specified by the Panel) setting out what load research data the Profile Administrator proposes to use, together with a load research plan (in such form as the Panel shall specify) setting out the proposed sample design and sample sizes in respect of the following BSC Year.

4.2.4 Unless and to the extent otherwise specified by the Panel, the Profile Administrator shall:

- (a) make one or more representatives available, subject to reasonable notice, to attend meetings of the Panel or its representatives in order to provide advice on profiling matters; and
- (b) provide advice to the Panel as to the implications of introducing new or modified Profile Classes and GSP Groups and as to the implications of changing sample sizes and profiling methodology.

4.3 Teleswitch Agent

4.3.1 The primary functions of the Teleswitch Agent shall be:

- (a) to monitor the messages concerning contact switching times sent pursuant to the Radio Teleswitch Agreement to groups of SVA Metering Systems for which the related Metering Equipment is equipped with a teleswitch;
- (b) to provide details of those messages to the SVAA (by such means and in accordance with such BSC Procedures as may from time to time be approved by the Panel);
- (c) to maintain a log recording the provision of details of teleswitch messages and to provide performance monitoring reports;
- (d) to report to the SVAA any known or suspected failures in the monitoring and provision of messages; and
- (e) to provide a consultancy and support service and a disaster recovery service.

5. FUNCTIONS OF OTHER AGENTS IN RELATION TO SUPPLIER VOLUME ALLOCATION

5.1 Supplier Meter Registration Agents

5.1.1 The principal function of a Supplier Meter Registration Agent is to provide a registration service for SVA Metering Systems and associated data with respect to its Distribution System(s) and Associated Distribution System(s) in accordance with the MRA, Section K, the Supplier Volume Allocation Rules and BSCP 501.

- 5.1.2 A Supplier Meter Registration Agent shall ensure that, to the extent to which is responsible for establishing or creating data in its SMRS relating to SVA Metering Systems, such data is accurate and complete (and in particular that each SVA Metering System is assigned to the GSP Group which such Metering System is in).

6. SUPPLIER BM UNITS

6.1 Accreditation and Certification

- 6.1.1 A Half Hourly Data Aggregator shall be Accredited and its systems Certified:

- (a) to aggregate energy values per Supplier BM Unit in accordance with paragraph 3.6 of Annex S-2; and/or
- (b) to aggregate energy values per Supplier per GSP Group in accordance with paragraph 3.5.9 to 3.5.12 of Annex S-2,

as further provided in this paragraph 6.1 and, in each case, in accordance with the provisions of BSCP 531 applicable to the function (as described in paragraphs (a) and (b)) which such Data Aggregator is to perform.

- 6.1.2 Without prejudice to the requirements for Accreditation and Certification set out in paragraph 6.1.1:

- (a) in relation to a GSP Group, a Half Hourly Data Aggregator shall aggregate energy values for all SVA Metering Systems for which such Data Aggregator is responsible in that GSP Group either in accordance with paragraph 3.5.9 to 3.5.12 or paragraph 3.6 of Annex S-2 (but not both);
- (b) where one or more Suppliers within a GSP Group has allocated SVA Metering Systems for which such Data Aggregator is responsible to Additional BM Unit(s) in accordance with paragraph 6.2 and 6.3, such Data Aggregator shall aggregate energy values for all SVA Metering Systems (and all Suppliers) for which it is responsible in that GSP Group in accordance with paragraph 3.6 of Annex S-2.

- 6.1.3 The provisions of paragraph 6.1.2 shall be without prejudice to the basis upon which a Half Hourly Data Aggregator is required (in accordance with BSCP 503) to send reports to the Supplier by whom it is appointed.

6.2 Allocation of SVA Metering Systems to Additional BM Units

- 6.2.1 In relation to a GSP Group, where a Supplier has registered one or more Additional BM Units with the CRA in accordance with Section K, the Supplier may allocate SVA Metering Systems in that GSP Group for which such Supplier is the Registrant to such Additional BM Unit(s) subject to and in accordance with the provisions of this paragraph 6.2 and paragraph 6.3.

- 6.2.2 An Additional BM Unit may comprise:

- (a) one or more Half Hourly Metering Systems; and/or
- (b) one or more valid combinations (in accordance with BSCP 507) of Non Half Hourly Metering Systems, comprising (in each case) all the Non Half Hourly

Metering Systems with the same Profile Class and the same Standard Settlement Configuration,

for which the relevant Supplier is the Registrant in a GSP Group.

6.2.3 For the avoidance of doubt:

- (a) in relation to a GSP Group, any SVA Metering Systems not allocated to an Additional BM Unit in accordance with this paragraph 6.2 for which a Supplier is the Registrant shall be attributed to such Supplier's Base BM Unit for the purposes of Settlement;
- (b) a SVA Metering System may not be allocated to more than one Additional BM Unit.

6.2.4 Subject to paragraph 6.2.5:

- (a) the allocation of SVA Metering Systems to an Additional BM Unit shall become effective for the purposes of Settlement on the day specified by the Supplier in accordance with paragraph 6.3.1, which shall be a date no earlier than the day next following the date when the SVAA or relevant Half Hourly Data Aggregator (as the case may be) has received the Supplier's notification under paragraph 6.3.1, provided such notification is so received by Gate Closure in respect of the first Settlement Period of that day (failing which, the day specified by the Supplier shall be no earlier than the day next following such day); and
- (b) in relation to a Half Hourly Metering System, the Supplier shall ensure that the identity of any relevant Half Hourly Data Aggregator is sent to the SMRA and recorded in SMRS prior to Gate Closure in respect of the first Settlement Period of the day when the allocation of such Metering System to an Additional BM Unit becomes effective pursuant to paragraph (a).

6.2.5 No allocation of Half Hourly Metering Systems to Additional BM Units shall become effective or be taken into account for the purposes of Settlement until and unless the relevant Half Hourly Data Aggregator has been Accredited and its systems have been Certified in accordance with paragraph 6.1.2.

6.2.6 In this paragraph 6, the "**relevant**" Half Hourly Data Aggregator means the Half Hourly Data Aggregator appointed by the Supplier in respect of the Half Hourly Metering System(s) which the Supplier wishes to allocate to an Additional BM Unit in a GSP Group.

6.3 Process

6.3.1 Where a Supplier wishes to allocate SVA Metering Systems to an Additional BM Unit in a GSP Group pursuant to paragraph 6.2, the Supplier shall:

- (a) in the case of Half Hourly Metering Systems, notify the relevant Half Hourly Data Aggregator in accordance with BSCP 503 of:
 - (i) the SVA Metering System Number of each Half Hourly Metering System; and
 - (ii) the identification number of the relevant Additional BM Unit; and

- (iii) the date from when, subject to paragraph 6.2.4, the Supplier wishes such Half Hourly Metering System(s) to be allocated to such Additional BM Unit for the purposes of Settlement;
 - (b) in the case of Non Half Hourly Metering Systems, notify the SVAA in accordance with BSCP 507 of:
 - (i) the Profile Class;
 - (ii) the Standard Settlement Configuration;
 - (iii) the identification number of the relevant Additional BM Unit; and
 - (iv) the date from when, subject to paragraph 6.2.4, the Supplier wishes such Non Half Hourly Metering System(s) to be allocated to such Additional BM Unit for the purposes of Settlement; and
 - (c) in the case of both Half Hourly Metering Systems and Non Half Hourly Metering Systems, notify the CRA of the estimates referred to in Section K3.4.1 relating to the relevant Additional BM Unit which is to apply upon allocation of such SVA Metering Systems to that Additional BM Unit.
- 6.3.2 The relevant Half Hourly Data Aggregator shall in accordance with BSCP 503:
- (a) validate the data submitted to it by a Supplier under paragraph 6.3.1(a) as to compliance with the requirements of this paragraph 6;
 - (b) on the basis of the checks referred to in paragraph (a), confirm or reject the relevant allocation by notice to the Supplier; and
 - (c) where it confirms the relevant allocation in accordance with paragraph (b), record the data in its aggregation system to take effect, for the purposes of Settlement, from the date specified under paragraph 6.3.1(a)(iii).
- 6.3.3 The SVAA shall in accordance with BSCP 507:
- (a) validate the data submitted to it by a Supplier under paragraph 6.3.1(b) as to compliance with the requirements of this paragraph 6;
 - (b) on the basis of the checks referred to in paragraph (a), confirm or reject the relevant allocation by notice to the Supplier; and
 - (c) where it confirms the relevant allocation in accordance with paragraph (b), record the data in its systems to take effect, for the purposes of Settlement, from the date specified under paragraph 6.3.1(b)(iv).
- 6.3.4 Further SVA Metering Systems may be allocated (subject to paragraph 6.2.2) to Additional BM Units to which SVA Metering Systems have already been allocated by following the procedures set out in this paragraph 6.3.
- 6.3.5 A SVA Metering System which is allocated to an Additional BM Unit may be removed from that Additional BM Unit and transferred either to another Additional BM Unit in that GSP Group or to the Supplier's Base BM Unit in respect of that GSP Group, in accordance with BSCP 503 (in the case of Half Hourly Metering Systems) and BSCP 507 (in the case of Non Half Hourly Metering Systems), by:

- (a) notifying the relevant Data Aggregator (in the case of Half Hourly Metering Systems) or the SVAA (in the case of Non Half Hourly Metering Systems); and
- (b) notifying the CRA of the revised Generation Capacity and Demand Capacity of the relevant Additional BM Units or the relevant Additional BM Unit and Base BM Unit (as the case may be) in accordance with Section K3.4.1,

and such transfer shall take effect from the time specified in those BSC Procedures and, in any event, prior to Gate Closure of the first Settlement Period in respect of which it is to take effect.

7. SUPPLIER VOLUME ALLOCATION RULES

7.1 Application

- 7.1.1 The provisions of Annex S-2 shall apply and be given effect as if they were set out in full in this Section S and shall be treated for all purposes as a part of this Section S.
- 7.1.2 Quantities of Active Energy associated with SVA Metering Systems shall be determined and allocated to Supplier BM Units for the purposes of Settlement in accordance with Annex S-2.

7.2 Overview of the Supplier Volume Allocation Rules

- 7.2.1 Suppliers and Supplier Agents shall provide data to the SVAA in accordance with the Supplier Volume Allocation Rules and BSCP 508.
- 7.2.2 The Supplier Volume Allocation Rules consist of the following principal activities:
 - (a) the provision of SVA Metering System registration data from the relevant SMRA to Suppliers, Supplier Agents, Distribution System Operators and relevant BSC Agents;
 - (b) the provision of standing data to the SVAA from Suppliers, Supplier Agents, Distribution System Operators, the Profile Administrator and other BSC Agents;
 - (c) the provision of periodic data to the SVAA from Non Half Hourly Data Aggregators, Half Hourly Data Aggregators, the Temperature Provider and the Teleswitch Agent;
 - (d) the derivation and distribution of the Daily Profile Coefficients by the SVAA;
 - (e) the data collection and data aggregation calculations performed by Data Collectors and Data Aggregators on behalf of Suppliers;
 - (f) the determination of the pre-correction consumption and production per Settlement Period per Supplier BM Unit by the SVAA;
 - (g) the GSP Group Correction Factor calculation performed by the SVAA which reconciles SVA metered volumes with the GSP Group Take;
 - (h) determination of the half hourly energy volumes allocated to each Supplier BM Unit, and the provision of such data to the SAA.

7.2.3 The summary in paragraph 7.2.2 (which is included for convenience and ease of reference only) is without prejudice to the provisions of the Supplier Volume Allocation Rules and the Supplier Volume Allocation Rules shall prevail over paragraph 7.2.2 in the event of any conflict or inconsistency.

7.2.4 Suppliers and Supplier Agents shall comply with the Supplier Volume Allocation Rules and all relevant Code Subsidiary Documents in order that data is provided within the timescales defined in the Settlement Calendar or otherwise as may be required in order to effect a Settlement Run.

8. UNMETERED SUPPLIES

8.1 Unmetered Supplies and this Section

8.1.1 The rights and obligations of the Parties in relation to Unmetered Supplies shall be as set out in this paragraph 8, Party Service Line 130 and BSCP 520.

8.1.2 If there is any inconsistency or conflict between the provisions of this paragraph 8 and any other provisions of the Code in relation to Unmetered Supplies, the provisions of this paragraph 8 shall prevail.

8.1.3 The standards of accuracy of data for Unmetered Supplies from time to time shall be no worse than those which at such time apply generally under the Code for metered supplies of electricity.

8.1.4 The Panel may at any time and from time to time commission load research programmes in respect of Unmetered Supplies to support changes made or proposed to be made to the relevant Party Service Line or BSC Procedure.

8.2 Licensed Distribution System Operators and Unmetered Supplies

8.2.1 A Licensed Distribution System Operator shall determine in relation to supplies of electricity connected to its Distribution System(s) or its Associated Distribution System(s) (if any) whether a supply of electricity to a particular inventory of Apparatus is to be treated for the purposes of the Code as an Unmetered Supply provided that, if such supply is separately measured and recorded through a SVA Metering System at or near to the point of supply to the Customer, the Licensed Distribution System Operator shall not determine that such supply is an Unmetered Supply.

8.2.2 Each Licensed Distribution System Operator acknowledges that, without prejudice to any other factor to which it may choose to have regard in making its determination, it would not expect to determine that a supply of electricity to a particular inventory of Apparatus is to be treated for the purposes of the Code as an Unmetered Supply unless it is technically impractical to install a Meter or to carry out meter readings or the cost of installation of a Meter or of carrying out meter readings is wholly disproportionate or the supply of electricity in question is both small (in kWh terms) and reasonably predictable.

8.2.3 If a Licensed Distribution System Operator determines in accordance with paragraph 8.2.1 that a supply of electricity to a particular inventory of Apparatus qualifies as an Unmetered Supply:

- (a) it shall issue an Unmetered Supply Certificate to the Customer taking such supply in relation to such inventory;

- (b) such Unmetered Supply Certificate shall state whether the Unmetered Supply to which it relates is an Equivalent Unmetered Supply or a Profiled Unmetered Supply, as agreed between the Licensed Distribution System Operator and the Customer.
- 8.2.4 The inventory of Apparatus relative to a particular Unmetered Supply shall be agreed between the Licensed Distribution System Operator on whose Distribution System or Associated Distribution System the Unmetered Supply takes place and the Customer taking such supply and the Licensed Distribution System Operator shall:
 - (a) ensure that any such inventory includes the means of identifying the type and number of items connected and taking supply, the location of such items, the wattage and the switch regime; and
 - (b) prepare and provide in accordance with the relevant BSC Procedure a summary inventory of Apparatus based on the information included in the detailed inventory of Apparatus.
- 8.2.5 A Licensed Distribution System Operator shall assign a unique SVA Metering System Number to each Unmetered Supply Certificate relating to an Equivalent Unmetered Supply on any of its Distribution System(s) or Associated Distribution System(s).
- 8.2.6 A Licensed Distribution System Operator shall assign a unique SVA Metering System Number to each Standard Settlement Configuration for each Unmetered Supply Certificate relating to a Profiled Unmetered Supply on any of its Distribution System(s) or Associated Distribution System(s).
- 8.2.7 Upon request by a Supplier or the Panel, a Licensed Distribution System Operator shall notify it in writing of one or more Equivalent Meters to be used on its Distribution System or Associated Distribution System for the purpose of calculating consumption associated with an Equivalent Unmetered Supply.
- 8.2.8 A Licensed Distribution System Operator shall be entitled to change its nomination of an Equivalent Meter from time to time provided that it gives at least one year's prior written notice of such change to the Panel.
- 8.2.9 The Panel shall, on request by a Supplier, provide details of the Equivalent Meter used or to be used by a Licensed Distribution System Operator, as notified to the Panel by that Licensed Distribution System Operator pursuant to paragraph 8.2.7 and 8.2.8.
- 8.2.10 If an Equivalent Meter requires one or more photo electric cell unit arrays to function properly, then the Licensed Distribution System Operator which nominated the Equivalent Meter shall agree with any relevant Supplier the location(s) of such photo electric cell unit array(s).
- 8.2.11 For each Profiled Unmetered Supply on its Distribution System(s) or Associated Distribution System(s) (if any), the Licensed Distribution System Operator shall calculate an Estimated Annual Consumption and shall notify the relevant Supplier or its Supplier Agent of such Estimated Annual Consumption.
- 8.2.12 As soon as reasonably practicable after there has been a material change in the inventory of Apparatus to which an Unmetered Supply Certificate relates, the Licensed Distribution System Operator which issued such Unmetered Supply Certificate shall, in accordance with the relevant BSC Procedure, provide to the relevant Supplier or its Supplier Agent:-

- (a) a revised summary inventory of Apparatus (in the case of an Equivalent Unmetered Supply); and/or
 - (b) a new Estimated Annual Consumption (in the case of a Profiled Unmetered Supply).
- 8.2.13 If, at the Go-live Date, a Distribution System Operator (being, or being the successor to, the holder at the Code Effective Date of a PES Supply Licence relating to distribution activities in England and Wales, acting in that capacity) is providing meter administration services to any third party it shall continue to provide meter administration services to Suppliers upon request and upon agreement as to the terms and conditions thereof, provided that such a Distribution System Operator shall not be obliged to offer to provide such services if after the Go-live Date it ceases for more than six consecutive months to provide meter administration services to third parties.
- 8.2.14 A Licensed Distribution System Operator when carrying out the functions set out in this paragraph 8.2 may be referred to as an "**Unmetered Supplies Operator**" or "**UMSO**".

8.3 Suppliers and Unmetered Supplies

8.3.1 Each Supplier shall:

- (a) trade Unmetered Supplies on a basis consistent with the terms of the relevant Unmetered Supply Certificate so that Equivalent Unmetered Supplies are treated and traded as such and Profiled Unmetered Supplies are treated and traded as such; and
 - (b) ensure that Estimated Annual Consumption or summary inventory of Apparatus associated with an Unmetered Supply Certificate is properly submitted for use in Settlement.
- 8.3.2 A change in the treatment and trading of an Unmetered Supply from an Equivalent Unmetered Supply to a Profiled Unmetered Supply (or vice versa) shall only be made if the relevant Unmetered Supply Certificate is withdrawn and cancelled and a new Unmetered Supply Certificate is issued in its place.

ANNEX S-1: PERFORMANCE LEVELS AND SUPPLIER CHARGES

1. GENERAL

1.1 Introduction

1.1.1 This Annex S-1 forms a part of Section S.

1.1.2 This Annex S-1 sets out:

- (a) the Menu of Supplier Charges (including Performance Levels and Supplier Charges); and
- (b) payment arrangements in respect thereof.

1.2 Interpretation

1.2.1 In this Annex S-1, unless the context otherwise requires:

- (a) references to a Performance Level or Serial shall be to a Performance Level or (as the case may be) Serial as specified in paragraph 2 or 3 respectively;
- (b) references to a Metering System shall be to a SVA Metering System;
- (c) references to the term "**for which a Supplier is responsible**" when used in relation to a particular Metering System or Metering Equipment shall mean the relevant Metering System or (as the case may be) Metering Equipment in relation to which the Supplier is registered with a Supplier Meter Registration Agent including for the avoidance of doubt a Metering System for which the Supplier is treated as Registrant pursuant to Section K7.1.3(a)(ii);
- (d) references to a paragraph shall be to a paragraph of this Annex S-1;
- (e) the acronyms employed in the formulae and other algebraic expressions shall bear the respective meanings set out in Annex X-2;
- (f) the subscripts and summations used in the formulae shall bear the respective meanings set out in Annex X-2; and
- (g) references to the Menu of Supplier Charges are to paragraphs 2 and 3 of this Annex S-1.

1.2.2 For the purposes of this Annex S-1:

- (a) "**Applicable Settlement Period**" means, in relation to any month, a Settlement Period in respect of which the relevant Volume Allocation Run for Supplier Volume Allocation is carried out in that month;
- (b) "**Applicable Settlement Day**" means, in relation to any month, a Settlement Day in respect of which the relevant Volume Allocation Run for Supplier Volume Allocation is carried out in that month.

1.3 Acknowledgement by Parties

1.3.1 Each of the Parties acknowledges and confirms that each of the charges set out in the Menu of Supplier Charges represents a genuine pre-estimate of the loss likely to be suffered by

other Parties as a result of a failure by a Supplier to meet the applicable Performance Level and is reasonable in all the circumstances.

- 1.3.2 Each of the Parties further acknowledges and confirms that the charges set out in the Menu of Supplier Charges constitute the sole remedy of a Party in respect of any claim for damages for any losses arising from any failure by a Supplier to meet the applicable Performance Level or Serial.
- 1.3.3 Nothing contained in this paragraph 1.3 shall be construed so as to limit a Party's ability to seek any other form of remedy (such as specific performance or injunctive relief) in respect of a Supplier's failure to meet a Performance Level or Serial, subject to Section C.

2. PERFORMANCE LEVELS

2.1 Compliance with performance levels

- 2.1.1 Each Supplier shall, without prejudice to its other obligations pursuant to Section S and elsewhere, comply with the Performance Levels set out in the Menu of Supplier Charges.
- 2.1.2 Each Supplier acknowledges that the Performance Levels represent the minimum requirements to be achieved.
- 2.1.3 In the Menu of Supplier Charges compliance with the Performance Levels set out in paragraphs 2.2 to 2.7 (both inclusive) shall be measured separately by reference to each GSP Group and not by reference to all GSP Groups.

2.2 Provision of Non Half Hourly Data - Serial 1

- 2.2.1 In relation to each GSP Group, the percentage of total energy attributable to a Supplier in respect of Non Half Hourly Metering Systems settled on the basis of Annualised Advances for each Settlement Day shall be not less than the percentage set out in the table below against the applicable Volume Allocation Run:

Volume Allocation Run	Performance Level
Initial Volume Allocation Run	3%
First Reconciliation Volume Allocation Run	17%
Second Reconciliation Volume Allocation Run	43%
Third Reconciliation Volume Allocation Run	78%
Final Reconciliation Volume Allocation Run	97%

- 2.2.2 For the purpose of this paragraph 2.2:

- (a) the percentage of total energy attributable to a Supplier settled on the basis of Annualised Advances shall be calculated in accordance with the following formula:-

$$\left(\frac{A_{HZ}}{A_{HZ} + E_{HZ}} \right) \times 100$$

where:-

A_{HZ} means $\sum_{N(AA)} \sum_j (C_{iNj} + CLOSS_{iNj})$; and

E_{HZ} means $\sum_{N(EAC)} \sum_j (C_{iNj} + CLOSS_{iNj})$;

(b) the following summations shall bear the following respective meanings:

$\sum_{N(AA)}$ means summed over all Consumption Component Classes (N) that are associated with Annualised Advances; and

$\sum_{N(EAC)}$ means summed over all Consumption Component Classes (N) that are associated with Estimated Annual Consumptions and are not associated with Unmetered Supplies;

(c) the relevant values shall be those included in the relevant run of Settlement.

2.2.3 The Performance Levels set out in the table in paragraph 2.2.1 are referred to elsewhere in this Annex S-1 as Serial 1.

2.3 Provision of Half Hourly Data for 100kW Premises - Serials 2-5

2.3.1 In relation to each GSP Group and in respect of Metering Systems at 100kW Premises for which the Supplier is responsible, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month:

(a) actual or estimated values in respect of all Applicable Settlement Periods are provided by its Half Hourly Data Collector to its Half Hourly Data Aggregator (in sufficient time to enable such Half Hourly Data Aggregator to provide such data to the SVAA so as to enable the SVAA to include such data in the relevant Initial Volume Allocation Run) and that such Half Hourly Data Aggregator does so provide such values to the SVAA; and

(b) actual (rather than estimated) values in respect of not less than 98 per cent. of the total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant Initial Volume Allocation Run.

2.3.2 In relation to each GSP Group and in respect of Metering Systems at 100kW Premises for which the Supplier is responsible, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month:

(a) actual or estimated values in respect of all Applicable Settlement Periods are provided by its Half Hourly Data Collector to its Half Hourly Data Aggregator (in sufficient time to enable such Half Hourly Data Aggregator to provide such data to the SVAA so as to enable the SVAA to include such data in the relevant First Reconciliation Volume Allocation Run) and that such Half Hourly Data Aggregator does so provide such values to the SVAA; and

(b) actual (rather than estimated) values in respect of not less than 99 per cent. of total energy attributable to that Supplier relating to such Metering Systems for

the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant First Reconciliation Volume Allocation Run.

2.3.3 For the purposes of paragraphs 2.3.1 and 2.3.2:

- (a) the percentage of total energy attributable to a Supplier represented by actual values in respect of any month shall be calculated in accordance with the following formula:-

$$\left(\frac{A_{\text{HZ}}}{A_{\text{HZ}} + E_{\text{HZ}}} \right) \times 100$$

where:-

A_{HZ} means $\sum_d^m \sum_{N(\text{HHA})} \sum_j (C_{iNj} + \text{CLOSS}_{iNj})$; and

E_{HZ} means $\sum_d^m \sum_{N(\text{HHE})} \sum_j (C_{iNj} + \text{CLOSS}_{iNj})$;

- (b) the following summations shall bear the following respective meanings:-

\sum_d^m means summed over all Applicable Settlement Days;

$\sum_{N(\text{HHA})}$ means summed over all Consumption Component Classes (N) that are associated with actual values and with half hourly data aggregation in relation to premises which are 100kW Premises save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

$\sum_{N(\text{HHE})}$ means summed over all Consumption Component Classes (N) that are associated with estimated values and with half hourly data aggregation in relation to premises which are 100kW Premises save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

- (c) the relevant values shall be those included in the relevant Volume Allocation Run.

2.3.4 In calculating the Performance Levels set out in paragraphs 2.3.1 and 2.3.2, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run.

2.3.5 The Performance Levels set out in paragraphs 2.3.1(a), 2.3.1(b), 2.3.2(a) and 2.3.2(b) are referred to elsewhere in this Annex S-1 as Serials 2, 3, 4 and 5 respectively.

2.4 Provision of Half Hourly Data for Non-100kW Premises - Serials 6 and 7

2.4.1 In relation to each GSP Group and in respect of Half Hourly Metering Systems for which a Supplier is responsible at premises which are identified as being not 100kW Premises, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) actual or estimated values in respect of all Applicable Settlement Periods in respect of each month are provided by its Half Hourly Data Collector to its Half Hourly Data Aggregator (in sufficient time to enable such Half Hourly Data Aggregator to provide such data to the SVAA so as to enable the SVAA to include such data in the relevant Initial Volume

Allocation Run) and that such Half Hourly Data Aggregator does so provide such values to the SVAA.

2.4.2 In relation to each GSP Group and in respect of Half Hourly Metering Systems at premises for which a Supplier is responsible which are identified as being not 100kW Premises, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month actual (rather than estimated) values in respect of not less than 99 per cent. of the total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant Final Reconciliation Volume Allocation Run.

2.4.3 For the purpose of paragraph 2.4.2:

(a) the percentage of total energy attributable to a Supplier represented by actual values in respect of any month shall be calculated in accordance with the following formula:

$$\left(\frac{A_{HZ}}{A_{HZ} + E_{HZ}} \right) \times 100$$

where:-

A_{HZ} means $\sum_d^m \sum_{N(HHA)} \sum_j (C_{iNj} + CLOSS_{iNj})$; and

E_{HZ} means $\sum_d^m \sum_{N(HHE)} \sum_j (C_{iNj} + CLOSS_{iNj})$;

(b) the following summations shall bear the following respective meanings:-

\sum_d^m means summed over all Applicable Settlement Days;

$\sum_{N(HHA)}$ means summed over all Consumption Component Classes (N) that are associated with actual values and with half hourly data aggregation in relation to premises which are identified as being not 100kW Premises save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

$\sum_{N(HHE)}$ means summed over all Consumption Component Classes (N) that are associated with estimated values and with half hourly data aggregation in relation to premises which are not 100kW Premises save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

(c) the relevant values shall be those included in the relevant Volume Allocation Run.

2.4.4 In calculating the Performance Levels set out in paragraphs 2.4.1 and 2.4.2, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run in respect of that Metering System.

2.4.5 The Performance Levels set out in paragraphs 2.4.1 and 2.4.2 are referred to elsewhere in this Annex S-1 as Serial 6 and Serial 7 respectively.

2.4A Use of Default Values of Estimated Annual Consumption - Serial 7A

2.4A.1 In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the Supplier shall ensure that the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, expressed as a percentage of the total number of Non Half Hourly Metered Metering Systems (both metered Metering Systems and Metering Systems for Unmetered Supplies) for which the Supplier is responsible, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run, provided that this paragraph 2.4A.1 shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is less than 1000.

Volume Allocation Run	Performance Level
Initial Volume Allocation Run	0.5%
First Reconciliation Volume Allocation Run	0.5%
Second Reconciliation Volume Allocation Run	0.2%
Third Reconciliation Volume Allocation Run	0.1%
Final Reconciliation Volume Allocation Run	0%

2.4A.2 In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run provided that this paragraph 2.4A.2 shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is 1000 or more.

Volume Allocation Run	Performance Level (number of Metering Systems)
Initial Volume Allocation Run	5
First Reconciliation Volume Allocation	5

Run	
Second Reconciliation Volume Allocation Run	2
Third Reconciliation Volume Allocation Run	1
Final Reconciliation Volume Allocation Run	0

2.4A.3 The Performance Levels set out in this paragraph 2.4A are referred to elsewhere in this Menu of Supplier Charges as Serial 7A.

2.5 Meter Operation - Serial 8

2.5.1 In respect of each month, not less than 95 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Non Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 5 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.

2.5.2 In respect of each month, not less than 99 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Non Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 15 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.

2.5.3 In respect of each month, not less than 95 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 5 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.

2.5.4 In respect of each month, not less than 99 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 15 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.

2.5.5 For the purpose of this paragraph 2.5, a "**material fault**" in relation to particular Metering Equipment is one which, in the case of Half Hourly Metering Equipment, causes the relevant Metering Equipment to fail to record data in accordance with the relevant Code of Practice and, in the case of Non Half Hourly Metering Equipment, affects in any respect the quality of the data recorded by that Metering Equipment.

2.5.6 The Performance Levels set out in this paragraph 2.5 are referred to elsewhere in this Annex S-1 as Serial 8.

2.6 Installation of Half Hourly Metering - Serial 9

2.6.1 A Supplier shall comply with the requirements of Section L2.1.1 in relation to the installation of Half Hourly Metering Equipment for each Metering System at 100kW Premises for which it is responsible.

2.6.2 The Performance Level set out in paragraph 2.6.1 is referred to elsewhere in this Annex S-1 as Serial 9.

2.7 Reporting by Suppliers - Serials 10 and 11

2.7.1 A Supplier shall deliver, or procure the delivery of, its Routine Performance Monitoring Report in respect of each GSP Group to the Performance Assurance Board or as it may direct, in accordance with the relevant BSC Procedure, by not later than 20 Business Days after the end of each month.

2.7.2 A Supplier shall update, or procure the updating of, its Routine Performance Monitoring Log in respect of each GSP Group in accordance with the relevant BSC Procedure, by not later than 20 Business Days after the end of each month and shall make such updated logs available promptly on request from time to time to the Performance Assurance Board or as it may direct.

2.7.3 The Performance Levels set out in paragraphs 2.7.1 and 2.7.2 are referred to elsewhere in this Annex S-1 as Serial 10 and Serial 11 respectively.

3. CHARGES

3.1 Application of Charges

3.1.1 This paragraph 3 will have effect in determining the charges payable by a Supplier in respect of any failure to comply with the Performance Levels including the maximum amount payable by a Supplier under paragraph 3.8.

3.1.2 The arrangements for payment, collection and distribution of the charges are set out in paragraphs 4 of this Annex S-1.

3.1.3 The charges specified in this paragraph 3 are cumulative and not mutually exclusive one of the other.

3.2 Failure to Comply with Serial 1

3.2.1 A Supplier who fails to comply with Serial 1 shall be liable to the charge set out in the table below against the relevant item in Serial 1:

Item in Serial 1 (as referred to in the table in paragraph 2.2.1)	Amount per Chargeable MWh
Initial Volume Allocation Run	No Charge
First Reconciliation Volume Allocation Run	No Charge
Second Reconciliation Volume Allocation Run	No Charge
Third Reconciliation Volume Allocation Run	£0.13
Final Reconciliation Volume Allocation Run	£1.43

3.2.2 For the purposes of paragraph 3.2.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month for each Settlement Day (if any) in relation to which the relevant Volume Allocation Run was carried out in that month, in respect of which there has been a failure to comply with Serial 1, in accordance with the following formula:

$$SCMWh = NHHEA \times \frac{p}{100}$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for the relevant Settlement Day in respect of the relevant GSP Group;

NHHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier in respect of such GSP Group for such Settlement Day, as determined in accordance with paragraph 2.2.2; and

p is the number of percentage points by which the Performance Level in Serial 1 was not met by that Supplier in such GSP Group in respect of such Settlement Day, rounded to 2 decimal places.

3.3 Failure to Comply with Serials 2-5

3.3.1 A Supplier who fails to comply with any of Serials 2 to 5 (both inclusive) shall be liable to the charge set out in the table below against the relevant Serial:-

Serial Number	Amount per Chargeable MWh
2	£0.13
3	£0.13
4	£1.43
5	£1.43

3.3.2 For the purposes of paragraph 3.3.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with any of Serials 2 to 5 (both inclusive) in accordance with the following formula:

$$SCMWh = HHEA \times \frac{p}{100}$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for all Applicable Settlement Periods in respect of the relevant GSP Group;

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier for such month in respect of the relevant GSP Group for the relevant month, as determined in accordance with paragraph 2.3.3; and

p is the number of percentage points by which the relevant Performance Level was not met by the Supplier in such GSP Group in respect of such month, rounded to 2 decimal places.

3.3.3 For the purposes of paragraph 3.3.2, the number of percentage points by which Serial 2 or (as the case may be) Serial 4 was not met shall be calculated by reference to the percentage of instances across all Applicable Settlement Periods where actual or estimated values are expected but not received.

3.4 Failure to Comply with Serials 6 and 7

3.4.1 A Supplier who fails to comply with Serial 6 or Serial 7 shall be liable to the charge set out in the table below against the relevant Serial:-

Serial Number	Amount per Chargeable MWh
6	£0.13
7	£1.43

3.4.2 For the purposes of paragraph 3.4.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with Serial 6 or (as the case may be) Serial 7, in accordance with the following formula:

$$SCMWh = HHEA \times \frac{p}{100}$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for all Applicable Settlement Periods in the relevant month in respect of the relevant GSP Group;

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier in respect of the relevant GSP Group for the relevant month, as determined in accordance with paragraph 2.4.3; and

p is the number of percentage points by which the Performance Level in Serial 6 or (as the case may be) Serial 7 was not met by the Supplier in such GSP Group in respect of such month, rounded to the nearest 2 decimal places.

3.4.3 For the purposes of paragraph 3.4.2, the number of percentage points by which Serial 6 was not met shall be calculated by reference to the percentage of instances across all Applicable Settlement Periods where actual or estimated values are expected but not received.

3.4A. Failure to comply with Serial 7A

3.4A.1 A Supplier who fails to comply with Serial 7A shall not be liable to pay any charges in respect of the failure.

3.5 Failure to Comply with Serial 8

3.5.1 A Supplier who fails to comply with Serial 8 shall not be liable to pay any charges in respect of the failure.

3.6 Failure to Comply with Serial 9

3.6.1 Subject to paragraph 3.6.2, a Supplier who fails to comply with Serial 9 shall be liable, in relation to each relevant Metering System, to a charge of £2.68 per day (or part thereof) during which the failure continues.

3.6.2 A Supplier shall not be liable to a charge in accordance with paragraph 3.6.1 in respect of any failure to install Half Hourly Metering Equipment during the three months following the date on which any premises (identified as not being 100kW Premises) to which that Metering Equipment relates first become 100kW Premises.

3.7 Failure to Comply with Serial 10 and Serial 11

3.7.1 A Supplier who fails to comply with Serial 10 or (as the case may be) Serial 11 shall be liable to a charge of £25.50 per Business Day in respect of each Routine Performance Monitoring Report which is not provided or, as the case may be, each Routine Performance Monitoring Log which is not maintained in accordance with the time limits and in the manner specified in Serial 10 and Serial 11 respectively.

3.8 Charge Cap

3.8.1 A Supplier's liability to pay charges in respect of any month in respect of a GSP Group (after taking account of its share of such charges receivable pursuant to paragraph 4.1.13) shall in no circumstances exceed the Supplier's Monthly Cap.

3.8.2 A Supplier's Monthly Cap for any month in respect of a GSP Group shall be calculated by the Performance Assurance Board on or before the end of the next succeeding month (on the basis of the then latest available Volume Allocation Run) according to the following formula:

$$S_C = GSP_{MC} \times \left(\frac{SCT}{GSP_{DT}} \right)$$

where:-

S_C means the Supplier's Monthly Cap for the relevant month;

GSP_{MC} means the GSP Group liability cap for the relevant month, calculated in accordance with paragraph 3.8.3;

SCT means the total quantity of active import energy attributable to that Supplier determined as the sum of Supplier Cap Take for that Supplier in the relevant GSP Group across all Settlement Periods in the relevant month; and

GSP_{DT} means the total quantity of active import energy attributable to all Suppliers determined as the sum of Supplier Cap Take for all Suppliers in the relevant GSP Group across all Settlement Periods for the relevant month.

- 3.8.3 The GSP Group liability cap in respect of a GSP Group for any month shall be calculated by the Performance Assurance Board on or before 30th April in each year (in each case, on the basis of the then latest available Volume Allocation Run) according to the following formula:-

$$GSP_{MC} = \text{£}1,275,000 \times \left(\frac{GSP_A}{GSP_{AS}} \right)$$

where:-

GSP_{MC} means the GSP Group liability cap for the relevant month;

GSP_A means the total quantity of energy (rounded to the nearest two decimal places) attributable to all Suppliers determined as the GSP Group Take in that GSP Group across all Settlement Periods in the 12 month period ending on the immediately preceding 31st March, as determined by the Performance Assurance Board on the basis of information provided by the SVAA; and

GSP_{AS} means the total quantity of energy (rounded to the nearest two decimal places) attributable to all Suppliers determined as the sum of all GSP Group Takes for all GSP Groups across all Settlement Periods in the 12 month period ending on the immediately preceding 31st March, as determined by the Performance Assurance Board on the basis of information provided by the SVAA.

- 3.8.4 The Performance Assurance Board shall, in its discretion, establish reasonable transitional arrangements (by reference to information available to it from the CDCA) for determining the quantity of energy attributable to all Suppliers for the purposes of paragraph 3.8.3 in relation to any 12 month period for which information as to the GSP Group Take is not available in respect of each month in that period.

3.9 Adjustment to Charges and Caps

- 3.9.1 The charges specified in paragraphs 3.2.1, 3.3.1, 3.4.1, 3.6.1 and 3.7.1 and the figure of £1,275,000 in paragraphs 3.8.3 (for the purposes of this paragraph 3.9 in each case described as the "**Base Sum**"), shall be calculated, in respect of each 12 month period beginning on 1st April, from and including 1st April, 2001, in accordance with the following formula:

$$\text{adjusted Base Sum} = \text{Base Sum} \times \left(1 + \frac{RPI_P}{100} \right)$$

where RPI_P is the percentage change (whether of a positive or negative value) in the Retail Price Index between that published in, or (as the case may be) the substitute index for, the third month before 1st April, 2000 and that published in, or the substitute index for, the third month before the anniversary from which the adjusted charges and the adjusted GSP Group liability cap are to take effect.

3.10 Timing of Commencement of Charges

- 3.10.1 The charges specified in this Annex S-1 shall apply in respect of the period on and from the Go-live Date.

3.11 Temporary Unavailability in Central Monitoring System

- 3.11.1 The provisions of this paragraph 3.11 shall apply where the Performance Assurance Reporting and Monitoring System is temporarily unavailable for whatever reason and, for the avoidance of doubt, a Supplier shall remain liable to pay charges in respect of which the Performance Assurance Board is, for the time being, unable to determine the payment of such charges due to the temporary unavailability of the Performance Assurance Reporting and Monitoring System.
- 3.11.2 Each of the Suppliers acknowledges and confirms that those charges specified in this paragraph 3 which cannot be separately determined by the Performance Assurance Board without the assistance of the Performance Assurance Reporting and Monitoring System shall not be payable in respect of a Supplier until such time as the Performance Assurance Reporting and Monitoring System is available in order to record data and determine the charges payable by Suppliers pursuant to the Menu of Supplier Charges (as determined by the Performance Assurance Board) provided that such charges shall nevertheless continue to accrue for the purposes of paragraph 3.11.3.
- 3.11.3 Once the Performance Assurance Reporting and Monitoring System is available (as determined by the Performance Assurance Board in accordance with paragraph 3.11.2), a Supplier shall be liable to pay charges in respect of its performance against those Serials in respect of which the Performance Assurance Board could not determine the payment of such charges without the assistance of the Performance Assurance Reporting and Monitoring System, for the period from the relevant date when such System became temporarily unavailable.
- 3.11.4 The charges referred to in paragraph 3.11.3 shall be calculated in accordance with the Menu of Supplier Charges (and shall have deemed due dates for payment for the purposes of paragraph 4 as if such Performance Assurance Reporting and Monitoring System had been available).

4. COLLECTION AND PAYMENT OF SUPPLIER CHARGES

4.1 Supplier Charges - Collection and Recovery

- 4.1.1 The Performance Assurance Board shall determine whether a Supplier has failed to comply with any of the Serials and the associated charges payable, in each case as soon as is reasonably practicable following receipt by the Performance Assurance Board of the Routine Performance Monitoring Reports pursuant to Serial 10.
- 4.1.2 The Performance Assurance Board shall make its determination on the basis of the information provided to it in the Routine Performance Monitoring Reports adjusted where appropriate to reflect the circumstances which applied at the time when the calculations would have been made if the Routine Performance Monitoring Reports had been provided within the time period specified in Serial 10.
- 4.1.3 When making its determination pursuant to paragraph 4.1.1 of whether a Supplier has failed to comply with any of the Serials and the associated charges payable by the Supplier:
- (a) the Performance Assurance Board shall compare the Supplier's Net Liability for the relevant month (calculated as S_{NL} below) with the Supplier's Monthly Cap;
 - (b) if the Supplier's Net Liability exceeds the Supplier's Monthly Cap then the total charges payable by the Supplier in respect of the relevant month shall be

calculated according to the following formula (instead of by general application of the Menu of Supplier Charges):-

$$\text{Supplier's charges} = S_{TGC} \times \left(\frac{S_C}{S_{NL}} \right)$$

where:-

S_{TGC} is the total charges which would be payable by the Supplier for the relevant month under this paragraph 4 in respect of the relevant GSP Group before the application of this paragraph;

S_C is the Supplier's Monthly Cap for the relevant month (calculated pursuant to paragraph 3.8 of the Menu of Supplier Charges); and

S_{NL} is the total charges which would be payable by the Supplier for the relevant month under this paragraph 4 in respect of the relevant GSP Group before the application of this paragraph 4.1.3, less any share of those charges payable by the Supplier which would otherwise be receivable by the Supplier pursuant to paragraph 4.1.13 before the application of this paragraph.

- 4.1.4 As soon as practicable following a determination pursuant to paragraph 4.1.1, the Performance Assurance Board shall notify each Supplier of the amount (if any) due from it pursuant to this paragraph in respect of any particular month in respect of failures to comply with any of the Serials and any such notice shall specify the GSP Group in relation to which the relevant amount is payable by a Supplier (where relevant).
- 4.1.5 Each Supplier shall pay the amount notified to it by the Performance Assurance Board in accordance with paragraph 4.1.4 within 15 days after the invoice date. Any such payment shall be made to the Performance Assurance Board (for distribution in accordance with paragraphs 4.1.13 and 4.1.14) in sterling in cleared funds in full without set-off or counterclaim (subject to paragraph 4.1.20), withholding or deduction of any kind whatsoever but without prejudice to any other remedy.
- 4.1.6 All charges under this paragraph 4.1 are exclusive of VAT which shall be added to such charges, if applicable.
- 4.1.7 In the event of any dispute regarding charges under this paragraph 4.1 in respect of any month, no Supplier may withhold payment of any invoiced amount.
- 4.1.8 For the purposes of this paragraph 4.1:
- (a) if any amount due under this paragraph 4.1 is not received on the due date, the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such amount from and including the date of default to the date of actual payment (before as well as after judgment) at the Default Interest Rate from time to time during such period of default;
 - (b) if the Performance Assurance Board has to calculate any amount due under this paragraph 4.1 following the late receipt of a Routine Performance Monitoring Report (in this paragraph, the "**Relevant Report**"), the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such

amount for the period of default (before as well as after judgment) at the Default Interest Rate;

- (c) if an amount due from a Supplier pursuant to this Annex S-1 in respect of a failure to comply with any of the Serials is subsequently recalculated or redetermined (whether as a result of a dispute or otherwise howsoever), interest shall be payable to the Performance Assurance Board by or for the account of the Supplier and/or the Trading Parties concerned on the difference between the original amount and the amount as so recalculated or redetermined from (and including) the first day of the month following that in respect of which the original charge was levied to (and including) the last day of the month immediately preceding that in which the amount is recalculated or redetermined (before as well as after judgment) at the Base Rate calculated for successive monthly periods and determined as at the first day of each such period;

and, for the purpose of calculating interest under paragraphs 4.1.8(a) and (b):

- (i) the period of default shall be deemed to begin on the due date for delivery of the Relevant Report and shall be deemed to end on the due date for delivery of the next succeeding Routine Performance Monitoring Report required to be delivered by that Supplier after receipt by the Performance Assurance Board of the Relevant Report (in this paragraph, the “**Next Report**”) (or, if the Relevant Report shall be the last report due from that Supplier, the date that would have been the due date for delivery of the Next Report); and
- (ii) the Default Interest Rate shall be calculated as at the first day of each month for successive monthly periods beginning with the month in which the period of default is deemed to begin and ending with the month in which such period of default is deemed to end.

- 4.1.9 If the Performance Assurance Board is unable to calculate any amounts due under this paragraph 4.1 as a result of any temporary unavailability of the Performance Assurance Reporting and Monitoring System, then the Supplier required to pay any such amounts shall pay interest to the Performance Assurance Board from and including the deemed due date for payment, calculated in accordance with paragraph 3.11 of the Menu of Supplier Charges, to the date of payment (before as well as after judgment) at the BSC Interest Rate from time to time during such period.
- 4.1.10 Any amount received by the Performance Assurance Board pursuant to this paragraph 4.1 shall be applied by the Performance Assurance Board (unless otherwise specified by the paying Supplier) in or towards payment of amounts payable by the Supplier in respect of the longest outstanding invoice and (where there is a shortfall in payment by a Supplier of any amounts specified in a single invoice in respect of different GSP Groups) according to the proportion which the individual amounts payable pursuant to the invoice bear to the total amount payable under that invoice.
- 4.1.11 Any amounts paid by a Supplier pursuant to this paragraph 4.1 shall be accounted for separately by the Performance Assurance Board by reference to the GSP Group in respect of which the relevant amounts have been collected or appropriated.
- 4.1.12 The Performance Assurance Board shall not be obliged to segregate any amounts received pursuant to this paragraph 4.1 into separate funds.

- 4.1.13 Each qualifying Supplier shall be entitled to receive its due proportion of amounts recoverable pursuant to this paragraph 4.1 and available for distribution in respect of a GSP Group and, for this purpose:-
- (a) a "**qualifying Supplier**" is a Supplier who has at any time during the relevant month supplied any Customers in the relevant GSP Group who have Non Half Hourly Metering Systems;
 - (b) the due proportion relating to a qualifying Supplier is the amount (as near as may be) calculated by the Performance Assurance Board as that Supplier's share of the total quantity of energy (after adjustment for Line Loss Factors) attributable to Non Half Hourly Metering Systems taken by all Suppliers in the GSP Group during the relevant month pursuant to the Code;
 - (c) the amount available for distribution in relation to a GSP Group in respect of a particular month is 90 per cent. of the total amount from time to time paid or due and payable from Suppliers pursuant to this paragraph 4.1 in relation to the relevant GSP Group in respect of that month, whether or not then paid; and
 - (d) the information as to total quantity of energy referred to in paragraph (b) shall be as provided by the SVAA based on the latest available run of Supplier Volume Allocation as at the time when the relevant calculation falls to be made.
- 4.1.14 Each qualifying Trading Party shall be entitled to receive a share of amounts recoverable pursuant to this paragraph 4.1 and available for distribution in respect of Trading Parties in the proportion to which a Trading Party's Main Funding Share bears to the Main Funding Shares of all Trading Parties applicable in respect of the relevant month and, for this purpose:-
- (a) a "**qualifying Trading Party**" is a Trading Party who was at any time during the relevant month a Trading Party; and
 - (b) the amount recoverable pursuant to this paragraph 4.1 and available for distribution to qualifying Trading Parties in respect of a particular month is 10 per cent. of the total amount from time to time paid or due and payable from Parties pursuant to this paragraph 4.1 in relation to the relevant GSP Group in respect of that month, whether or not then paid.
- 4.1.15 The Performance Assurance Board shall, by no later than the end of each month, calculate the amount (if any) payable to each qualifying Supplier and qualifying Trading Parties pursuant to paragraph 4.1.13 and paragraph 4.1.14 in respect of the relevant preceding month (or months) to which a Supplier's Routine Performance Monitoring Report relates and any earlier months.
- 4.1.16 The Performance Assurance Board shall, by no later than the end of each month, notify each qualifying Supplier and qualifying Trading Party of the amounts (if any) so recoverable by them and shall account to each qualifying Supplier and qualifying Trading Party on a monthly basis out of the funds received in respect of any particular GSP Group for the amounts so recoverable.
- 4.1.17 The Performance Assurance Board shall in no circumstances be obliged to account to a qualifying Supplier or qualifying Trading Party in an amount exceeding the available funds collected pursuant to this paragraph 4.1.
- 4.1.18 Any amounts paid by the Performance Assurance Board to a qualifying Supplier or qualifying Trading Party shall be deemed to be inclusive of any VAT, if applicable.

- 4.1.19 The provisions of this paragraph 4.1 shall give rise to rights and obligations as between Suppliers within the same GSP Group and as between qualifying Trading Parties generally and the relevant Supplier and, accordingly, the procedures for collection and payment of amounts by the Performance Assurance Board shall accordingly be without prejudice to the rights of any qualifying Supplier or qualifying Trading Parties to enforce its claim (to the extent not paid or otherwise satisfied) against any Supplier who fails to make payment on the due date.
- 4.1.20 For administrative convenience, the Performance Assurance Board shall be entitled at any time and from time to time to arrange for the payment and collection of amounts by, and for the payment and account of amounts to, Suppliers and Trading Parties (or particular ones of them) pursuant to this paragraph 4.1 to be made on a net basis (in which case such payments, collections and accounts with respect to, and as between, the Suppliers and Trading Parties in question shall be so made) but any such netting shall be without prejudice to paragraph 4.1.19.
- 4.1.21 The Performance Assurance Board may request BSCCo to arrange for the FAA or some other person nominated by it from time to time to carry out all or any of its functions pursuant to this paragraph 4.1 (save where the Performance Assurance Board is required to make a determination pursuant to any of paragraphs 4.1.1 and 4.1.2 and paragraph 4.1.13(b)), in which case references to the Performance Assurance Board in this paragraph 4.1 are to be read as references to FAA or such other person so long as such delegation continues.
- 4.1.22 A Supplier may query the amounts notified to it pursuant to paragraph 4.1.16 within 10 Business Days of receiving such notification in accordance with BSCP 536.

ANNEX S-2: SUPPLIER VOLUME ALLOCATION RULES

1. GENERAL

1.1 Introduction

1.1.1 This Annex S-2 forms a part of Section S.

1.1.2 This Annex S-2 sets out the basis upon which quantities of Active Energy associated with SVA Metering Systems are determined and allocated to Supplier BM Units for the purposes of Settlement, including rules in respect of

- (a) Supplier Meter Registration Services;
- (b) Half Hourly Data Collection and Aggregation;
- (c) Non Half Hourly Data Collection and Aggregation;
- (d) Supplier Volume Allocation Standing Data;
- (e) Supplier Volume Allocation Periodic Data;
- (f) Reconciliation Allocation Data Input;
- (g) Daily Profile Coefficients;
- (h) Half Hourly Metering System Consumption;
- (i) Non Half Hourly Metering System Consumption;
- (j) GSP Group Correction;
- (k) Adjustment of Supplier Deemed Takes;
- (l) Determination of BM Unit Allocated Demand Volumes;
- (m) Reallocation Volumes;
- (n) Volume Allocation Runs.

1.2 Interpretation

1.2.1 In this Annex S-2:

- (a) references to Metering Systems are to SVA Metering Systems (and references to Metering System Numbers shall be construed accordingly);
- (b) references to paragraphs are to paragraphs of this Annex S-2, unless otherwise expressly stated.

2. THE SUPPLIER METER REGISTRATION SERVICES

2.1 Provision of data

- 2.1.1 Each Supplier shall ensure that, in respect of each of the Metering Systems for which it is responsible, data is supplied to the SMRA pursuant to this paragraph 2 by itself and/or its agents which is complete and accurate in all material respects, valid and timely.
- 2.1.2 Each SMRA shall use its reasonable endeavours to procure the provision to it by the SVAA of such data as are specified in BSCP 501 as being provided to such SMRA by the SVAA together with the Settlement Days from which such data are to be effective from the SVAA.
- 2.1.3 The SVAA shall notify the data referred to in paragraph 2.1.2 promptly to the SMRA in accordance with BSCP 508 and the SMRA shall ensure that processes are put in place which are designed to ensure that such data is input promptly into its Supplier Meter Registration Service system.
- 2.1.4 Each SMRA shall make and maintain arrangements with those Distribution System Operators whose Distribution Systems have a connected Metering System for which Metering System the SMRA is required to store information in its Supplier Meter Registration Service system.
- 2.1.5 The purpose of the arrangements referred to in paragraph 2.1.4 shall be to provide for the transfer of such data as are specified in BSCP 501 as being provided by the Distribution System Operators to such SMRA in respect of each such Metering System.
- 2.1.6 Distribution System Operators shall notify such data promptly to such SMRA and such SMRA shall ensure that processes are put in place which are designed to ensure that such data are promptly input into its Supplier Meter Registration Service system in accordance with BSCP 501.
- 2.1.7 Each SMRA shall make and maintain arrangements with all those Suppliers who are responsible for Metering Systems, details of which are required to be maintained by the SMRA in its Supplier Meter Registration Service system.
- 2.1.8 The purpose of the arrangements referred to in paragraph 2.1.7 shall be to provide for the transfer of such data as are specified in BSCP 501 as being provided by such Supplier to such SMRA together with the Settlement Days on which such data are to be effective from each such Supplier and in respect of each such Metering System.
- 2.1.9 Each such Supplier shall notify such data promptly to such SMRA and such SMRA shall ensure that processes are put in place which are designed to ensure that such data are input promptly into the Supplier Meter Registration Service system.
- 2.1.10 Each SMRA shall ensure that processes are put in place which are designed to ensure that the data received by it pursuant to this paragraph 2 are validated and complete in accordance with BSCP 501 and that there is a Supplier responsible for each Metering System for which such SMRA has a requirement to store information in its Supplier Meter Registration Service system.
- 2.1.11 Each Supplier shall ensure that all data sent by it pursuant to this paragraph 2 are valid and complete.

- 2.1.12 Each SMRA shall:
- (a) supply such data as are specified in BSCP 501 as being provided by such SMRA to a Data Aggregator, together with the Settlement Days on which such data are to be effective, from such SMRA's Supplier Meter Registration Service system to the relevant Half Hourly Data Aggregator and Non Half Hourly Data Aggregator on initial allocation of such data, on any change of such data and on request from the relevant Data Aggregator;
 - (b) supply such data in respect of each Metering System for which such SMRA is required to store information in its Supplier Meter Registration Service system and for which such Half Hourly Data Aggregator or Non Half Hourly Data Aggregator, as the case may be, is responsible.
- 2.1.13 In respect of each Metering System for which a SMRA is required to store information in its Supplier Meter Registration Service system, the SMRA shall supply to the persons specified in BSCP 501 (together with the Settlement Days on which such data are to be effective) such data as are specified in BSCP 501 in the following circumstances:
- (a) on the change of Supplier; and
 - (b) on disconnection of such Metering System.

3. HALF HOURLY DATA COLLECTION AND AGGREGATION

3.1 Supplier's responsibility for the collection and aggregation of half hourly data

3.1.1 Subject to paragraph 3.1.2, each Supplier shall ensure that aggregated consumption figures for each Settlement Period of each Settlement Day are made available to the SVAA pursuant to this paragraph 3, in respect of all of such Supplier's Metering Systems which are subject to half hourly metering and Unmetered Supplies subject to Equivalent Metering.

3.1.2 If:

- (a) a SVA Generator provides Export Active Energy through a SVA Metering System and such Export Active Energy is allocated between two or more Suppliers, and/or
- (b) a SVA Customer consumes Import Active Energy through a SVA Metering System and such Import Active Energy is allocated between two or more Suppliers,

each such Supplier shall ensure that aggregated consumption figures for each Settlement Period of each Settlement Day shall be made available to the SVAA pursuant to this paragraph 3 in respect of all of such Supplier's Metering System Numbers associated with Metering Systems which are subject to half hourly metering.

3.1.3 Each Supplier shall ensure that all the aggregated consumption figures which it is required to make available to the SVAA pursuant to paragraphs 3.1.1 or 3.1.2 shall be collected, processed and aggregated in accordance with the provisions of this paragraph 3.

3.2 Metered Data

3.2.1 In this paragraph 3 "**Metered Data**" shall mean only Metered Data in respect of

- (a) Metering Systems subject to half hourly metering collected by:
 - (i) automatic/remote means; or
 - (ii) site meter reading; and
- (b) Unmetered Supplies subject to Equivalent Metering.

3.2.2 Data relating to Unmetered Supplies subject to Equivalent Metering shall be collected pursuant to BSCP 520 and processed in the same way as other metered half hourly data.

3.3 Half Hourly Data Collection

3.3.1 Paragraph 3.3.2 shall apply in respect of each Metering System subject to half hourly metering and each Unmetered Supply subject to Equivalent Metering (other than a Metering System through which a SVA Generator provides Export Active Energy or a SVA Customer consumes Import Active Energy and such Export Active Energy or Import Active Energy (as the case may be) is allocated between a Primary Supplier and the associated Secondary Supplier(s), in which case the provisions of paragraph 3.3.4 shall apply).

3.3.2 Each Supplier shall ensure that each of its Half Hourly Data Collectors shall in respect of such Supplier's Metering Systems and Unmetered Supplies subject to Equivalent Metering (other than those to which the provisions of paragraph 3.3.4 apply) for which such Half Hourly Data Collector is responsible:

- (a) collect the Metered Data in accordance with BSCP 502 or, as the case may be, BSCP 520;
- (b) check the Metered Data and provide reports in accordance with BSCP 502 or, as the case may be, BSCP 520;
- (c) enter the Supplier's Meter Register Consumption (SMRC_{ZaKj}) into the relevant data collection system;
- (d) update standing data entries provided by the relevant Supplier or, as the case may be, the SVAA, and update the Meter Technical Details (in accordance with Party Service Line 110) to take account of new or revised information as provided by the relevant Meter Operator Agent;
- (e) save in the case of an Unmetered Supply subject to Equivalent Metering, carry out meter advance reading and reconcile the actual meter advance with synthesised meter advance derived from the Supplier's Meter Register Consumption input to the relevant data collection system;
- (f) process the Supplier's Meter Register Consumption and provide the resulting Supplier's Metering System Metered Consumption (SMMC_{ZaKj}) to the relevant Half Hourly Data Aggregators; and
- (g) provide the Supplier's Metering System Metered Consumption report to the relevant Supplier and the relevant Distribution System Operator.

3.3.3 Paragraph 3.3.4 shall apply in respect only of each Metering System subject to half hourly metering through which:

- (a) a SVA Generator provides Export Active Energy and such Export Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s); or
- (b) a SVA Customer consumes Import Active Energy and such Import Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s).

3.3.4 Where this paragraph 3.3.4 applies:

- (a) the relevant Primary Supplier and the associated Secondary Supplier(s) shall appoint the same Half Hourly Data Collector to be responsible for such Metering System;
- (b) the Primary Supplier shall provide an initial Allocation Schedule in respect of such Metering System to such Half Hourly Data Collector and the associated Secondary Supplier(s) pursuant to BSCP 550;
- (c) the Primary Supplier shall provide any subsequent Allocation Schedules in respect of such Metering System to such Half Hourly Data Collector and to the associated Secondary Supplier(s) pursuant to BSCP 550;
- (d) each such Primary Supplier and the associated Secondary Supplier(s) shall ensure that their Half Hourly Data Collector shall in respect of each such Metering System for which such Half Hourly Data Collector is responsible:
 - (i) collect the Metered Data in accordance with BSCP 550;
 - (ii) check the Metered Data and provide reports in accordance with BSCP 550;
 - (iii) enter the Supplier's Meter Register Consumption (SMRC_{ZaKJj}) into the relevant data collection system (where for such Metering System and such consumption the subscript "Z" shall denote both the Primary Supplier "Z1" and each associated Secondary Supplier "Zn" responsible for such Metering System; and the subscript "a" shall denote both the Primary Supplier's Half Hourly Data Aggregator "a1" (and, where Section K2.5.4(c)(ii) applies to the Primary Supplier, "a1.1") responsible for such Metering System and each associated Secondary Supplier's Half Hourly Data Aggregator "an" (and, where Section K2.5.4(c)(ii) applies to the Secondary Supplier, "an.1") responsible for such Metering System);
 - (iv) check for consistency of standing data entries provided by the Primary Supplier and the associated Secondary Supplier(s) responsible for such Metering System, resolve inconsistencies with such Suppliers and, when consistent, update such standing data entries or, if such inconsistencies cannot be resolved pursuant to BSCP 550, carry out the relevant default procedures in accordance with such BSC Procedure;

- (v) update standing data entries provided by the SVAA; and update the Meter Technical Details to take account of new or revised information as provided by the relevant Meter Operator Agent;
- (vi) carry out meter advance reading and reconcile the actual meter advance with synthesised meter advance derived from the Supplier's Meter Register Consumption input to the relevant data collection system;
- (vii) process the Supplier's Meter Register Consumption (SMRC_{ZaKJj}) employing the Allocation Schedule in respect of such Metering System for the relevant Settlement Period and Settlement Day (but disregarding, in respect of such Settlement Period, any Allocation Schedule to the extent that it was submitted after Gate Closure for that Settlement Period) and provide the resulting Supplier's Metering System Metered Consumptions (SMMC_{ZaKj}) in respect of the Primary Supplier and the associated Secondary Supplier(s) to the relevant Half Hourly Data Aggregators;
- (viii) provide the Supplier's Metering System Metered Consumption report (which, in the event of a dispute related to the Metered Data in respect of such Metering System, shall include the Shared Suppliers' Metering System Metered Consumption in respect of such Metering System and each Settlement Period of the relevant Settlement Day) in respect of the Primary Supplier to the Primary Supplier responsible for such Metering System and the relevant Distribution System Operator; and
- (ix) provide the Supplier's Metering System Metered Consumption report (which, in the event of a dispute related to the Metered Data in respect of such Metering System, shall include the Shared Suppliers' Metering System Metered Consumption in respect of such Metering System and each Settlement Period of the relevant Settlement Day) in respect of each Secondary Supplier to the relevant Secondary Supplier responsible for such Metering System and the relevant Distribution System Operator.

3.3.5 For the avoidance of doubt, each Secondary Supplier shall be bound, for the purposes of the Code, by the Allocation Schedule submitted from time to time by the Primary Supplier in accordance with BSCP 550 and no dispute may be raised under the Code as to the accuracy or completeness of an Allocation Schedule submitted in accordance with BSCP 550 (but without prejudice to any rights which the Secondary Supplier(s) may have under any other agreement with the Primary Supplier in respect thereof).

3.4 Half Hourly Data Aggregation

3.4.1 Each Supplier shall ensure that each of its Half Hourly Data Aggregators shall in respect of such Supplier's Metering Systems subject to half hourly metering and Unmetered Supplies subject to Equivalent Metering for which such Half Hourly Data Aggregator is responsible and in respect of a particular Settlement Day:

- (a) receive half hourly Supplier's Metering System Metered Consumption from the relevant Half Hourly Data Collectors;
- (b) undertake checks and provide reports in accordance with BSCP 503;

- (c) update standing data entries, notified by the SVAA to the Half Hourly Data Aggregator, to the relevant data aggregation system;
- (d) update the Line Loss Factor data provided by the relevant Licensed Distribution System Operator pursuant to BSCP 528 and other data supplied by the SMRA to the Half Hourly Data Aggregator pursuant to BSCP 501;
- (e) aggregate the Metered Data in MWh in the relevant data aggregation system;
- (f) provide either:
 - (i) Supplier's Metered Consumption (Losses) ($SMCL_{HZaNj}$) and Supplier's Metered Consumption (SMC_{HZaNj}) data in accordance with paragraphs 3.5.9 to 3.5.12; or
 - (ii) BM Unit's Metered Consumption (Losses) ($BMMCL_{iaNj}$) and BM Unit's Metered Consumption ($BMMC_{iaNj}$) data in accordance with paragraph 3.6
 to the SVAA; and
- (g) provide data to the relevant Supplier in accordance with BSCP 503.

3.5 Determination of Supplier's Metered Consumption

3.5.1 Each Supplier shall ensure that the Supplier's Meter Register Consumption ($SMRC_{ZaKj}$) for each Settlement Register "J" within such Supplier's Metering System and Unmetered Supply subject to Equivalent Metering "K" for such Supplier "Z" and which is associated with a particular Half Hourly Data Aggregator "a" shall be collected by the relevant Half Hourly Data Collector.

3.5.2 In the case of a Metering System through which:

- (a) a SVA Generator provides Export Active Energy and such Export Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s), or
- (b) a SVA Customer consumes Import Active Energy and such Import Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s).

the relevant Primary Supplier and the associated Secondary Supplier(s) shall ensure that the Supplier's Meter Register Consumption shall be so collected and the subscripts "Z" and "a" shall be construed as set out in paragraph 3.3.4.

3.5.3 Save where paragraph 3.5.5 or 3.5.7 applies, each Supplier shall ensure that the Supplier's Metering System Metered Consumption ($SMMC_{ZaKj}$) for each such Supplier's Metering System and Unmetered Supply subject to Equivalent Metering "K" for such Supplier "Z" which is associated with a particular Half Hourly Data Aggregator "a" shall be determined by the relevant Half Hourly Data Collector according to the following formula and shall be provided to the relevant Half Hourly Data Aggregator:

$$SMMC_{ZaKj} = \sum_J^K SMRC_{ZaKj}$$

3.5.4 The provisions of paragraph 3.5.5 apply in the case of a Metering System:

- (a) through which:

- (i) a SVA Generator provides Export Active Energy and such Export Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s); or
- (ii) a SVA Customer consumes Import Active Energy and such Import Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s); and
- (b) for which the relevant Half Hourly Data Collector appointed to be responsible for such Metering System has not identified or, if it has identified, has resolved, any inconsistencies in notifications from the Primary Supplier and the associated Secondary Supplier(s) responsible for such Metering System pursuant to BSCP 550; and
- (c) for which the Primary Supplier has provided the relevant Allocation Schedule for the Settlement Period being processed to such Half Hourly Data Collector pursuant to such BSC Procedure and no later than Gate Closure for that Settlement Period.

3.5.5 In the case of a Metering System to which this paragraph applies, the Primary Supplier and the associated Secondary Supplier(s) responsible for such Metering System shall ensure that the relevant Half Hourly Data Collector shall for each Settlement Period "j":

- (a) determine the Shared Suppliers' Metering System Metered Consumption ($SHMMC_{ZaKj}$) for such Metering System "K" according to the following formula:

$$SHMMC_{ZaKj} = \sum_J^K SMRC_{ZaKj}$$

where the subscripts "Z" and "a" shall be construed as set out in paragraph 3.3.4;

- (b) determine the Primary Supplier's Metering System Metered Consumption ($PSMMC_{Z1a1K1j}$) for such Primary Supplier "Z1" for the relevant Primary Metering System Number "K1" which is associated with such Metering System "K" and against which the particular Half Hourly Data Aggregator "a1" is appointed by the Primary Supplier to be responsible, employing the relevant Allocation Schedule associated with such Metering System and Settlement Day submitted in accordance with BSCP 550 and no later than Gate Closure for the relevant Settlement Period, as:
 - (i) if a percentage fraction is specified in such Allocation Schedule to be employed for the relevant Settlement Period, such percentage fraction of the Shared Suppliers' Metering System Metered Consumption; or
 - (ii) if an amount of energy is specified in such Allocation Schedule to be employed by way of capped block for the relevant Settlement Period, the lesser of such amount and the Shared Suppliers' Metering System Metered Consumption; or
 - (iii) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Primary Supplier is identified as the fixed supplier, such amount of energy or, where such amount exceeds the Relevant

Capacity Limit, the amount of energy determined for the equivalent Settlement Period in the preceding Settlement Day; or

- (iv) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Primary Supplier is identified as a fixed supplier, the amount of energy allocated to the Primary Supplier or, where the total amount of energy specified in such Allocation Schedule for all Suppliers identified as fixed suppliers exceeds the Relevant Capacity Limit (in accordance with BSCP 550), the amount of energy determined in respect of the Primary Supplier for the equivalent Settlement Period in the preceding Settlement Day; or
 - (v) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Primary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption exceeds the amount of energy allocated to the associated Secondary Supplier and, if no such excess, zero; or
 - (vi) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Primary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption exceeds the total amount of energy allocated to all the associated Secondary Suppliers and, if no such excess, zero;
- (c) where applicable, determine the Primary Supplier's Metering System Metered Consumption ($PSMMC_{Z1a1.1K1.1j}$) for such Primary Supplier "Z1" for the relevant Primary Metering System Number "K1.1" which is associated with such Metering System "K" and against which the particular Half Hourly Data Aggregator "a1.1" is appointed by the Primary Supplier to be responsible, employing the relevant Allocation Schedule associated with such Metering System and Settlement Day submitted in accordance with BSCP 550 and no later than Gate Closure for the relevant Settlement Period, as:
- (i) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Primary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption falls short of the amount of energy allocated to the associated Secondary Supplier and, if no such shortfall, zero; or
 - (ii) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Primary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption falls short of the total amount of energy allocated to all the associated Secondary Suppliers and, if no such shortfall, zero;
- (d) determine each Secondary Supplier's Metering System Metered Consumption ($SSMMC_{ZnanKnj}$) for such Secondary Supplier "Zn" for the relevant Secondary Metering System Number "Kn" which is associated with such Metering System

"K" and against which the particular Half Hourly Data Aggregator "an" is appointed by the Secondary Supplier to be responsible employing the relevant Allocation Schedule associated with such Metering System and Settlement Day submitted in accordance with BSCP 550 and no later than Gate Closure for the relevant Settlement Period, as:

- (i) where paragraph (b)(i) or (b)(ii) above apply in respect of the Primary Supplier:

$$SSMMC_{ZnanKnj} = \max ((SHMMC_{ZaKj} - PSMMC_{Z1a1K1j}), 0);$$

where $PSMMC_{Z1a1K1j}$ is the Primary Supplier's Metering System Metered Consumption associated with such Metering System "K" determined pursuant to paragraph (b)(i) or (b)(ii) as applicable;

- (ii) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Secondary Supplier is identified as the fixed supplier, such amount of energy or, where such amount exceeds the Relevant Capacity Limit, the amount of energy specified for the equivalent Settlement Period in the preceding Settlement Day; or
- (iii) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Secondary Supplier is identified as a fixed supplier, the amount of energy allocated to the Secondary Supplier or, where the total amount of energy specified in such Allocation Schedule for all Suppliers identified as fixed suppliers exceeds, the amount of energy allocated to the Secondary Supplier for the equivalent Settlement Period in the preceding Settlement Day; or
- (iv) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Secondary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption exceeds the amount of energy allocated to the Primary Supplier and, if no such excess, zero; or
- (v) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Secondary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption exceeds the total amount of energy allocated to the Primary Supplier and all the other associated Secondary Suppliers and, if no such excess, zero;

- (e) where applicable, determine each Secondary Supplier's Metering System Metered Consumption ($SSMMC_{Znan.1Kn.1j}$) for such Secondary Supplier "Zn" for the relevant Secondary Metering System Number "Kn.1" which is associated with such Metering System "K" and against which the particular Half Hourly Data Aggregator "an.1" is appointed by the Secondary Supplier to be responsible, employing the relevant Allocation Schedule associated with such Metering System and Settlement Day submitted in accordance with BSCP 550 and no later than Gate Closure for the relevant Settlement Period, as:

- (i) if an amount of energy is specified in such Allocation Schedule to be employed by way of fixed block for the relevant Settlement Period and the Secondary Supplier is identified as the variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption falls short of the amount of energy allocated to the Primary Supplier identified as the fixed supplier and, if no such shortfall, zero; or
 - (ii) if an amount of energy is specified in such Allocation Schedule to be employed by way of multiple fixed block for the relevant Settlement Period and the Secondary Supplier is identified as a variable supplier, the amount by which the Shared Suppliers' Metering System Metered Consumption falls short of the total amount of energy allocated to the Primary Supplier and all other Secondary Suppliers identified as fixed suppliers and, if no such shortfall, zero;
- (f) determine the Supplier's Metering System Metered Consumption ($SMMC_{ZaKj}$) in respect of the Primary Supplier as:
- (i) where $PSMMC_{Z1a1.1K1.1j}$ has a non-zero value:

$$SMMC_{ZaKj} = PSMMC_{Z1a1.1K1.1j}$$
 - (ii) otherwise:

$$SMMC_{ZaKj} = PSMMC_{Z1a1K1j}$$

and provide such Supplier's Metering System Metered Consumption to the relevant Half Hourly Data Aggregator appointed by the Primary Supplier to be responsible for such Metering System against the related Primary Metering System Number where the values of "Z", "a" and "K" are those values applicable to such Primary Supplier, such Half Hourly Data Aggregator and such Primary Metering System Number respectively; and

- (g) determine the Supplier's Metering System Metered Consumption ($SMMC_{ZaKj}$) in respect of each Secondary Supplier as:
- (i) where $SSMMC_{Znan.1Kn.1j}$ has a non-zero value:

$$SMMC_{ZaKj} = SSMMC_{Znan.1Kn.1j}$$
 - (ii) otherwise:

$$SMMC_{ZaKj} = SSMMC_{ZnanKnj}$$

and provide such Supplier's Metering System Metered Consumption to the relevant Half Hourly Data Aggregator appointed by the Secondary Supplier to be responsible for such Metering System against the related Secondary Metering System Number where the values of "Z", "a" and "K" are those values applicable to such Secondary Supplier, such Half Hourly Data Aggregator and such Secondary Metering System Number respectively.

3.5.6 Paragraph 3.5.7 applies:

- (a) in the case of a Metering System through which:

- (i) a SVA Generator provides Export Active Energy and such Export Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s); or
 - (ii) a SVA Customer consumes Import Active Energy and such Import Active Energy is allocated between a Primary Supplier and the associated Secondary Supplier(s); and
- (b) (in either case) either:
- (i) the relevant Half Hourly Data Collector appointed to be responsible for such Metering System has identified and has not resolved inconsistencies in notifications from the Primary Supplier and the associated Secondary Supplier(s) responsible for such Metering System pursuant to BSCP 550; or
 - (ii) the Primary Supplier has not provided the relevant Allocation Schedule for the Settlement Period being processed to such Half Hourly Data Collector pursuant to BSCP 550 and no later than Gate Closure for the relevant Settlement Period.
- 3.5.7 Where this paragraph 3.5.7 applies, the Primary Supplier and the associated Secondary Supplier(s) responsible for such Metering System shall ensure that the relevant Half Hourly Data Collector shall take such actions as are specified in BSCP 550 to be taken by such Half Hourly Data Collector in such circumstances.
- 3.5.8 The provisions of paragraphs 3.5.9 to 3.5.12 (inclusive) shall apply in the case of a GSP Group "H" where the relevant Half Hourly Data Aggregator is not aggregating energy values per Supplier BM Unit in accordance with paragraph 3.6.
- 3.5.9 Each Supplier shall ensure that each of its Half Hourly Data Aggregators shall determine the Allocated Supplier's Metering System Metered Consumption ($ASMMC_{HZaNLKj}$) by assigning a GSP Group "H", Line Loss Factor Class "L", and Consumption Component Class "N" to the Supplier's Metering System Metered Consumption provided, pursuant to paragraph 3.5.3, 3.5.5 or, as the case may be, 3.5.7, by the Half Hourly Data Collector appointed by such Supplier to be responsible for the relevant Metering System "K" for the relevant Settlement Day.
- 3.5.10 For the purposes of paragraph 3.5.9 and any subsequent processing of Supplier's Metering System Metered Consumption and data derived from such processing pursuant to the Supplier Volume Allocation Rules the term "**Metering System**" shall be construed to include Primary Metering System Numbers and Secondary Metering System Numbers as if such Primary Metering System Numbers and Secondary Metering System Numbers represented physical metering systems.
- 3.5.11 Each Supplier shall ensure that the Supplier's Metered Consumption (SMC_{HZaNj}) within Consumption Component Class "N" (which Consumption Component Class shall not be a Consumption Component Class for line losses) within such Supplier "Z" for a particular GSP Group "H" and Half Hourly Data Aggregator "a" shall be determined by the relevant Half Hourly Data Aggregator according to the following formula and shall be provided to the SVAA:
- $$SMC_{HZaNj} = \sum_{LK}^N ASMMC_{HZaNLKj} / 1000$$
- 3.5.12 Each Supplier shall ensure that, for each Supplier's Metered Consumption (SMC_{HZaNj}) value determined pursuant to paragraph 3.5.11, one or more values of Supplier's Metered

Consumption (Losses) ($SMCL_{HZaNj}$) within Consumption Component Class "N" (which Consumption Component Class shall be a Consumption Component Class for line losses), within such Supplier "Z" for a particular GSP Group "H" and Half Hourly Data Aggregator "a" shall be determined by the relevant Half Hourly Data Aggregator according to the following formula and shall be provided to the SVAA:

$$SMCL_{HZaNj} = \Sigma_{LK}^{(vv)} ((LLF_{Lj} - 1) * ASMMC_{HZaNLKj}) / 1000$$

where "(vv)" is the Consumption Component Class (not for line losses) associated with the Consumption Component Class "N" for which the value of $SMCL_{HZaNj}$ is to be determined.

3.6 Determination of BM Unit's Metered Consumption

3.6.1 The provisions of paragraphs 3.6.2 to 3.6.5 (inclusive) shall apply in the case of a GSP Group "H" where the relevant Half Hourly Data Aggregator is to aggregate energy values per Supplier BM Unit in accordance with Section S6.

3.6.2 Each Supplier shall ensure that each of its Half Hourly Data Aggregators shall determine the Allocated BM Unit's Metering System Metered Consumption ($ABMMMC_{iaNLKj}$) by assigning a BM Unit "i", Line Loss Factor Class "L", and Consumption Component Class "N" to the Supplier's Metering System Metered Consumption provided, pursuant to paragraph 3.5.3, 3.5.5 or, as the case may be, 3.5.7, by the Half Hourly Data Collector most recently appointed by such Supplier to be responsible for the relevant Metering System "K", where the BM Unit "i" shall be:

- (a) the Additional BM Unit "i" notified by the Supplier to the Half Hourly Data Aggregator in accordance with Section S6.3 for the Metering System "K", provided that the notification was determined by the Half Hourly Data Aggregator in accordance with BSCP 503 to be a valid notification; or
- (b) if no such notification has been made, the BM Unit "i" which is the Base BM Unit for the Supplier "Z" and GSP Group "H" to which the Metering System "K" is assigned.

3.6.3 For the purposes of paragraph 3.6.2 and any subsequent processing of Allocated BM Unit's Metering System Metered Consumption and data derived from such processing pursuant to the Supplier Volume Allocation Rules the term "**Metering System**" shall be construed to include Primary Metering System Numbers and Secondary Metering System Numbers as if such Primary Metering System Numbers and Secondary Metering System Numbers represented physical metering systems.

3.6.4 Each Supplier shall ensure that the BM Unit's Metered Consumption ($BMMC_{iaNj}$) within Consumption Component Class "N" (which Consumption Component Class shall not be a Consumption Component Class for line losses) within each Supplier BM Unit "i" of such Supplier for a particular Half Hourly Data Aggregator "a" shall be determined by the relevant Half Hourly Data Aggregator according to the following formula and shall be provided to the SVAA:

$$BMMC_{iaNj} = \Sigma_{LK}^N ABMMMC_{iaNLKj} / 1000$$

3.6.5 Each Supplier shall ensure that, for each BM Unit's Metered Consumption ($BMMC_{iaNj}$) value determined pursuant to paragraph 3.6.4, one or more values of BM Unit's Metered Consumption (Losses) ($BMMCL_{iaNj}$) within Consumption Component Class "N" (which Consumption Component Class shall be a Consumption Component Class for line losses), within each Supplier BM Unit "i" of such Supplier for a particular Half Hourly Data

Aggregator "a" shall be determined by the relevant Half Hourly Data Aggregator according to the following formula and shall be provided to the SVAA:

$$\text{BMMCL}_{iaNj} = \sum_{LK}^{(vv)} ((LLF_{Lj} - 1) * \text{ABMMMC}_{iaNLKj}) / 1000$$

where "(vv)" is the Consumption Component Class (not for line losses) associated with the Consumption Component Class "N" for which the value of BMMCL_{iaNj} is to be determined.

4. NON HALF HOURLY DATA COLLECTION AND AGGREGATION

4.1 Supplier's responsibilities

4.1.1 Each Supplier shall ensure that a Supplier Purchase Matrix for each Settlement Day is made available to the SVAA in respect of all of such Supplier's metered Metering Systems which are not subject to half hourly metering and Unmetered Supplies not subject to Equivalent Metering.

4.1.2 Each Supplier shall ensure that, where a calculation or determination of a value is specified in accordance with the provisions of this paragraph 4, its Non Half Hourly Data Collectors or, as the case may be, Non Half Hourly Data Aggregators shall make such calculation or, as the case may be, determination in respect of such Supplier's Metering Systems and associated data for which each such Non Half Hourly Data Collector or, as the case may be, Non Half Hourly Data Aggregator is responsible.

4.2 Metered Data

4.2.1 In this paragraph 4 "Metered Data" shall mean only Metered Data in respect of:

(a) metered Metering Systems collected by:

(i) automatic/remote means;

(ii) site meter reading; or

(iii) customer reading;

and which are not subject to half hourly metering; and

(b) Unmetered Supplies not subject to Equivalent Metering.

4.2.2 Each Distribution System Operator shall, in respect of each Unmetered Supply not subject to Equivalent Metering connected to such Distribution System, provide the then current Estimated Annual Consumption data for each such Unmetered Supply to the relevant Supplier's Non Half Hourly Data Collector responsible for such Metering System pursuant to BSCP 520.

4.3 Non Half Hourly Data Collection

4.3.1 Each Supplier shall ensure that each of its Non Half Hourly Data Collectors shall in respect of each of the Supplier's metered Metering Systems "K" for which such Non Half Hourly Data Collector is responsible and which are not subject to half hourly metering:

(a) collect the Metered Data in accordance with BSCP 504;

- (b) check the Metered Data and provide reports in accordance with BSCP 504;
- (c) enter the Metered Data in kWh into the relevant data collection system and calculate Meter Advance values;
- (d) receive Daily Profile Coefficients from the SVAA;
- (e) investigate reports on inconsistencies in Estimated Annual Consumption and Annualised Advance data provided by the relevant Non Half Hourly Data Aggregators;
- (f) update standing data entries, provided by the relevant Supplier or, as the case may be, by the SVAA, and Meter Technical Details, as provided by the relevant Meter Operator, to the relevant data collection system to take account of new information;
- (g) determine Estimated Annual Consumption (EAC_{KR}) data and Annualised Advance (AA_{KR}) data pursuant to this paragraph 4.3;
- (h) provide the Annualised Advance data, their Effective From Settlement Date and Effective To Settlement Date, the Estimated Annual Consumption data and their Effective From Settlement Date, and Metering System details to the relevant Non Half Hourly Data Aggregators; and
- (i) provide the validated Metered Data and Metering System reports to the relevant Supplier and the relevant Distribution System Operator.

4.3.2 Each Supplier shall ensure that for each metered Metering System "K" for which it is responsible, the Non Half Hourly Data Collector responsible for such Metering System shall calculate Meter Advance values ($MADV_{KR}$) for each Settlement Register and, for this purpose, the provisions of paragraphs 4.3.3 to 4.3.8 (inclusive) shall apply, except in the cases where:

- (a) such Non Half Hourly Data Collector is supplied with an initial value of Estimated Annual Consumption (EAC_{KR}) together with its Effective From Settlement Date for such Settlement Register (such date being the Settlement Day on which the event giving rise to the actions taken pursuant to this paragraph (a) occurs), which such Supplier undertakes to supply in the event that:
 - (i) the Profile Class "P" of such Metering System "K" changes, in which case the provisions of paragraphs 4.3.9 and 4.3.10 only shall apply;
 - (ii) such Metering System "K" is registered as a new metered Metering System (and for which a Meter Advance has not yet been calculated) in which case the provisions of paragraph 4.3.11 shall apply;
 - (iii) the physical meter for such metered Metering System "K" changes or, as the case may be, is reconfigured, in which case the provisions of paragraphs 4.3.12 to 4.3.17 (inclusive) shall apply;
- (b) such Non Half Hourly Data Collector is notified of a change of Supplier for such metered Metering System, in which case:

- (i) if the metered Metering System "K" is not subject to half hourly metering on the Settlement Day of the change of Supplier, then the provisions of paragraphs 4.3.18 to 4.3.20 (inclusive) shall apply; or
 - (ii) if the metered Metering System "K" is subject to half hourly metering on the Settlement Day of the change of Supplier, then the provisions of paragraphs 4.3.23 to 4.3.24 (inclusive) shall apply;
- (c) (i) such Non Half Hourly Data Collector has submitted to the Non Half Hourly Data Aggregator responsible for such Metering System an Estimated Annual Consumption (EAC_{KR}) in respect of such Metering System for inclusion in a Final Reconciliation Volume Allocation Run in respect of a Settlement Day but has not so submitted an Annualised Advance (AA_{KR}) in respect of such Metering Systems for inclusion in such Final Reconciliation Volume Allocation Run; and
- (ii) the Meter Advance Period associated with the Meter Advance values calculated pursuant to this paragraph 4.3.2 for such Metering System "K" includes one or more of the Settlement Days identified in paragraph (c)(i) above;

in which case the provisions of paragraph 4.3.21 shall apply.

- 4.3.3 Each Supplier shall ensure that, for each Meter Advance ($MADV_{KR}$), for each such Supplier's metered Metering System "K", the relevant Non Half Hourly Data Collector responsible for such Metering System shall calculate the Fraction Of Yearly Consumption (FYC_{KR}) for the Meter Advance Period for each Settlement Register according to the following formula:

$$FYC_{KR} = \sum_T DPC_{HPRT}$$

where $\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group "H", Time Pattern Regime and Standard Settlement Configuration "R" and Profile Class "P" applying to the Metering System on each Settlement Day in the Meter Advance Period as provided by the SVAA and provided pursuant to paragraph 6.8 or paragraph 5.1.7 as applicable.

- 4.3.4 Each Supplier shall ensure that a value of Annualised Advance shall be determined from each Meter Advance by the relevant Non Half Hourly Data Collector responsible for each such Supplier's metered Metering System "K" for each Settlement Register within such Metering System according to the following formula:

if $FYC_{KR} \neq 0$ then:

$$AA_{KR} = MADV_{KR} / FYC_{KR}$$

where $MADV_{KR}$ is the Meter Advance obtained by the relevant Non Half Hourly Data Collector for the same Meter Advance Period as employed in the determination of the Fraction of Yearly Consumption pursuant to paragraph 4.3.3;

but if $FYC_{KR} = 0$ then

$$AA_{KR} = 0$$

and the Effective From Settlement Date for each such value of Annualised Advance shall be the date of the first Settlement Day in the Meter Advance Period and the Effective To Settlement Date for each such value of Annualised Advance shall be the date of the last Settlement Day in the Meter Advance Period. Such values so determined shall replace any previous Annualised Advance, Effective From Settlement Date and Effective To Settlement Date determined for such Settlement Days.

4.3.5 NOT USED.

4.3.6 Each Supplier shall ensure that for each of its metered Metering Systems "K", a value for the Estimated Annual Consumption (EAC_{KR}) shall be determined by the relevant Non Half Hourly Data Collector responsible for such Metering System for each Settlement Register according to the formulae set out in paragraph 4.3.7.

4.3.7 For the purposes of this paragraph 4.3.7 the Previous Estimated Annual Consumption ($PEAC_{KR}$) shall be defined as the effective value of EAC_{KR} for each Settlement Day in the Meter Advance Period which applies before a new value is determined in accordance with this paragraph. An Annualised Advance Adjustment Factor ($AAAF_{KR}$) and a new Estimated Annual Consumption shall be determined as follows using the value of Annualised Advance determined pursuant to paragraph 4.3.4:

(a) $AAAF_{KR} = \max(0, \min((FYC_{KR} * SPAR), 1.0));$ and

(b) $EAC_{KR} = AAAF_{KR} * AA_{KR} + (1 - AAAF_{KR}) * PEAC_{KR}$

where SPAR is the value of the Smoothing Parameter set from time to time by the Panel applicable on the last Settlement Day of the Meter Advance Period. The Effective From Settlement Date for each such value of Estimated Annual Consumption shall be the date of the Settlement Day following the last Settlement Day of the Meter Advance Period and shall replace any previous Estimated Annual Consumption effective on such Settlement Days.

4.3.8 Each Supplier shall ensure that for each of its metered Metering Systems "K" the Non Half Hourly Data Collector responsible for such Metering System shall provide the Annualised Advance and Effective From Settlement Date and Effective To Settlement Date, Estimated Annual Consumption and Effective From Settlement Date for each Settlement Register determined pursuant to paragraphs 4.3.4 and 4.3.7 to the relevant Non Half Hourly Data Aggregator responsible for such Metering System.

4.3.9 In the case where the Profile Class "P" of a metered Metering System "K" changes and the Settlement Day from which the change of Profile Class is effective does not fall in a Meter Advance Period, the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall for each Settlement Register provide (without adjustment) the initial value of Estimated Annual Consumption provided pursuant to paragraph 4.3.2(a) and its Effective From Settlement Date to the relevant Non Half Hourly Data Aggregator responsible for such Metering System. Such value shall on the Settlement Days it is effective replace the previous Estimated Annual Consumption effective on such Settlement Days. Once a Meter Advance has been calculated such that such change of Profile Class falls within such Meter Advance Period, the provisions of paragraph 4.3.10 shall apply to such Meter Advance.

4.3.10 In the case where the Profile Class "P" of a metered Metering System "K" changes and the date of the Settlement Day from which the new Profile Class takes effect falls in a Meter Advance Period, then the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall:

- (a) determine the value of Annualised Advance for each Settlement Register pursuant to the provisions of paragraphs 4.3.3 to 4.3.4 (inclusive);
- (b) not determine a value of Estimated Annual Consumption for any Settlement Register within such Metering System "K" and shall not set such value of Estimated Annual Consumption to zero;
- (c) provide the value of Annualised Advance so calculated together with its Effective From Settlement Date and Effective To Settlement Date and send unadjusted the initial value of Estimated Annual Consumption provided pursuant to paragraph 4.3.2(a) and its Effective From Settlement Date to the relevant Non Half Hourly Data Aggregator responsible for such Metering System.

4.3.11 In the case where a metered Metering System "K" is a new Metering System for which a Meter Advance has not yet been calculated the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall set the value of Estimated Annual Consumption to be equal to the value of initial Estimated Annual Consumption provided by such Supplier pursuant to paragraph 4.3.2(a) for each Settlement Register and that such Non Half Hourly Data Collector shall pass such value unadjusted to the relevant Non Half Hourly Data Aggregator responsible for such Metering System. The Effective From Settlement Date for such Estimated Annual Consumption shall be the Settlement Day on which such Metering System is first energised, as determined from data provided by the relevant SMRA by reference to its Supplier Meter Registration Service system. The Supplier shall ensure that the relevant Non Half Hourly Data Collector shall not determine a value of Annualised Advance for such Settlement Register and shall not set the value of Annualised Advance to zero until a Meter Advance has been calculated. Once a Meter Advance has been calculated for such new metered Metering System, the provisions of paragraphs 4.3.3 to 4.3.8 (inclusive) shall apply.

4.3.12 In the case where for a metered Metering System "K" the physical meter changes or, as the case may be, is reconfigured, concurrently with a change to the associated Standard Settlement Configuration "C" and there is a Meter Advance Period ending on the Settlement Day before the physical meter changes or, as the case may be, is reconfigured, the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall determine the values of Annualised Advance and Estimated Annual Consumption for each old Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) and shall provide the Annualised Advance data together with its Effective From Settlement Date and Effective To Settlement Date for such old Settlement Register and, unadjusted, the initial Estimated Annual Consumption together with its Effective From Settlement Date provided by such Supplier pursuant to paragraph 4.3.2(a) for each new Settlement Register to the relevant Non Half Hourly Data Aggregator responsible for such Metering System. Such Non Half Hourly Data Collector shall not be obliged, however, to provide the Estimated Annual Consumption for the old Settlement Register determined pursuant to paragraph 4.3.7 to the relevant Non Half Hourly Data Aggregator responsible for such Metering System.

4.3.13 In the case where for a metered Metering System "K" the physical meter changes or, as the case may be, is reconfigured concurrently with a change to the associated Standard Settlement Configuration "C" and there is no Meter Advance Period ending on the Settlement Day before the physical meter changes or, as the case may be, is reconfigured, the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall determine a Deemed Meter Advance (DMA_{KR}) for each Settlement Register using the value of Estimated Annual

Consumption effective on the Settlement Day prior to the change or, as the case may be, reconfiguration of the physical meter according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * EAC_{KR})$$

where $\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to the Metering System on each Settlement Day in the period (the "**Deemed Meter Advance Period**") from the Settlement Day following the end of the most recent Meter Advance Period to the Settlement Day prior to the Settlement Day on which there is a change or, as the case may be, reconfiguration of the physical meter.

4.3.14 In the case where paragraph 4.3.13 applies, the Supplier responsible for such Metering System shall ensure that the relevant Non Half Hourly Data Collector responsible for such Metering System shall:

- (a) determine values of Annualised Advance and Estimated Annual Consumption for each old Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance with the value of Deemed Meter Advance determined pursuant to paragraph 4.3.13 and substituting the Meter Advance Period with the associated Deemed Meter Advance Period; and
- (b) provide such Annualised Advance data together with their Effective From Settlement Date and Effective To Settlement Date for such old Settlement Register and the initial Estimated Annual Consumption provided by such Supplier for each new Settlement Register pursuant to paragraph 4.3.2(a) together with its Effective From Settlement Date, determined as the date of the Settlement Day on which the physical meter changes or, as the case may be, is reconfigured to the relevant Non Half Hourly Data Aggregator responsible for such Metering System. Such Non Half Hourly Data Collector shall not be obliged, however, to provide the Estimated Annual Consumption for such old Settlement Register determined pursuant to paragraph 4.3.7 to the relevant Non Half Hourly Data Aggregator responsible for such Metering System.

4.3.15 In the case where for a metered Metering System "K" the physical meter changes or, as the case may be, is reconfigured and there is a Meter Advance Period ending on the Settlement Day before the physical meter changes or, as the case may be, is reconfigured but the associated Standard Settlement Configuration "C" does not change, the provisions of paragraphs 4.3.3 to 4.3.8 (inclusive) shall apply.

4.3.16 In the case where for a metered Metering System "K" the physical meter changes or, as the case may be, is reconfigured and there is not a Meter Advance Period ending on the Settlement Day before the physical meter changes or, as the case may be, is reconfigured and the associated Standard Settlement Configuration "C" does not change, the Supplier responsible for such Metering System shall ensure that the Non Half Hourly Data Collector responsible for such Metering System shall determine a Deemed Meter Advance (DMA_{KR}) for each Settlement Register using the value of Estimated Annual Consumption effective on the Settlement Day prior to the change or, as the case may be, reconfiguration of the physical meter according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * EAC_{KR});$$

where $\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to the Metering System on each Settlement Day in the period from the Settlement

Day following the end of the most recent Meter Advance Period to the Settlement Day prior to the Settlement Day on which there is a change or, as the case may be, reconfiguration of the physical meter which period shall be the Deemed Meter Advance Period.

- 4.3.17 In the case where paragraph 4.3.16 applies, the Supplier responsible for such Metering System shall ensure that the relevant Non Half Hourly Data Collector shall determine values of Annualised Advance and Estimated Annual Consumption pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance ($MADV_{KR}$) with the value of Deemed Meter Advance (DMA_{KR}) determined pursuant to paragraph 4.3.16 and substituting the Meter Advance Period with the Deemed Meter Advance Period and shall provide the Annualised Advance, its Effective From Settlement Date, its Effective To Settlement Date and the Estimated Annual Consumption and its Effective From Settlement Date so determined to the relevant Non Half Hourly Data Aggregator responsible for such Metering System.
- 4.3.18 The provisions of this paragraph 4.3.18 shall apply in the case where there is a Meter Advance Period ending on the Settlement Day before there is a change of Supplier for a metered Metering System "K" and the metered Metering System "K" is not subject to half hourly metering on the Settlement Day of the change of Supplier. For this purpose a Meter Advance Period shall end, or as the case may be, shall be deemed to end on such Settlement Day before the change of Supplier in accordance with BSCP 504. In this case:
- (a) the old Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:
 - (i) in accordance with BSCP 504 provide the Estimated Annual Consumption for each Settlement Register for such Metering System effective on such Settlement Day to the new Supplier's Non Half Hourly Data Collector responsible for such Metering System;
 - (ii) determine the values of Annualised Advance and Estimated Annual Consumption for each Settlement Register for such Metering System pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) where the Previous Estimated Annual Consumption shall be that value provided pursuant to paragraph (i) above; and
 - (iii) provide the value of Annualised Advance for each Settlement Register together with its Effective From Settlement Date and Effective To Settlement Date determined pursuant to paragraph (ii) above, which values shall be attributable to the old Supplier, to the old Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System; and
 - (b) the new Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:
 - (i) determine the values of Annualised Advance and Estimated Annual Consumption for each Settlement Register for such Metering System pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) where the Previous Estimated Annual Consumption shall be that value provided by the old Supplier's Non Half Hourly Data Collector pursuant to paragraph (a) above; and
 - (ii) provide the value of Estimated Annual Consumption for each Settlement Register together with its Effective From Settlement Date

determined pursuant to paragraph (i) above, which values shall be attributable to the new Supplier, to such Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System.

4.3.19 The provisions of this paragraph 4.3.19 shall apply in the case where for a metered Metering System "K" there is a change of Supplier and there is no Meter Advance Period ending, or as the case may be, deemed to end on the Settlement Day before such change of Supplier in accordance with BSCP 504, and the metered Metering System "K" is not subject to half hourly metering on the Settlement Day of the change of Supplier. In this case, in accordance with BSCP 504, a Deemed Meter Advance with an associated Deemed Meter Advance Period ending on the Settlement Day before the change of Supplier based on an Estimated Annual Consumption is required to be determined. In this case:

- (a) the old Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall, in accordance with BSCP 504, provide the Estimated Annual Consumption for each Settlement Register for such Metering System effective on such Settlement Day together with its Effective From Settlement Date to the new Supplier's Non Half Hourly Data Collector responsible for such Metering System;
- (b) the new Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:
 - (i) determine a Deemed Meter Advance (DMA_{KR}) for that period from the Effective From Settlement Date provided pursuant to paragraph (a) above to the Settlement Day prior to the Settlement Day on which there is a change of Supplier (in this paragraph 4.3.19 and paragraph 4.3.20, such period being known as the "old Deemed Meter Advance Period") for each Settlement Register for such Metering System according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * EAC_{KR});$$

where:

$\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to the Metering System on each Settlement Day in the old Deemed Meter Advance Period as provided by the SVAA pursuant to paragraph 6.8 or paragraph 5.1.7 as applicable; and

the Estimated Annual Consumption shall be the value effective on the Settlement Day on which the change of Supplier occurs, and as provided to the new Supplier's Non Half Hourly Data Collector pursuant to paragraph (a) above;

- (ii) provide the value of Deemed Meter Advance for each Settlement Register for such Metering System determined pursuant to paragraph (i) above together with the old Deemed Meter Advance Period to the old Supplier's Non Half Hourly Data Collector responsible for such Metering System;
- (iii) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance

(MADV_{KR}) with the value of Deemed Meter Advance determined pursuant to paragraph (i) above and substituting the Meter Advance Period with the old Deemed Meter Advance Period and where the Previous Estimated Annual Consumption shall be that value provided to the new Supplier's Non Half Hourly Data Collector pursuant to paragraph (a) above; and

- (iv) provide the value of Estimated Annual Consumption for each Settlement Register for such Metering System determined pursuant to paragraph (iii) above together with its Effective From Settlement Date, which values shall be attributable to the new Supplier, to such Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System; and
- (c) the old Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:
 - (i) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance (MADV_{KR}) with the value of Deemed Meter Advance provided by the new Supplier's Non Half Hourly Data Collector pursuant to paragraph (b) above and substituting the Meter Advance Period with the old Deemed Meter Advance Period and where the Previous Estimated Annual Consumption shall be that value provided to the new Supplier's Non Half Hourly Data Collector pursuant to paragraph (a) above; and
 - (ii) provide the value of Annualised Advance for each Settlement Register for such Metering System determined pursuant to paragraph (i) above together with its Effective From Settlement Date and Effective To Settlement Date, and which values shall be attributable to the old Supplier, to such old Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System.

4.3.20 The provisions of this paragraph 4.3.20 apply in the case where for a metered Metering System "K" there is a change of Supplier, and the metered Metering System "K" is not subject to half hourly metering on the Settlement Day of the change of Supplier and a Deemed Meter Advance associated with such change of Supplier has been determined pursuant to paragraph 4.3.19; and which, in accordance with BSCP 504, is disputed and therefore requires a new Deemed Meter Advance based on an Annualised Advance to be determined. In this case:

- (a) in accordance with BSCP 504 the new Supplier shall provide to its Non Half Hourly Data Collector responsible for such Metering System, or as the case may be, ensure that such Non Half Hourly Data Collector shall collect, Metered Data for each Settlement Register for such Metering System. Such new Supplier shall ensure that such Non Half Hourly Data Collector shall then:
 - (i) calculate a Meter Advance for each Settlement Register for such Metering System employing such Metered Data where the Settlement Day on which the change of Supplier occurs falls in each associated Meter Advance Period;
 - (ii) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register for such Metering System

pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) employing the appropriate Meter Advance value calculated pursuant to paragraph (i) above where the Meter Advance Period shall be the period associated with such Meter Advance and the Previous Estimated Annual Consumption shall be the value provided pursuant to paragraph 4.3.19(a) for such Settlement Register. Such new values of Annualised Advance and Estimated Annual Consumption shall, on the Settlement Days they are effective, replace any previous values of Annualised Advance and Estimated Annual Consumption effective on such Settlement Days;

- (iii) determine a Deemed Meter Advance (DMA_{KR}) for the old Deemed Meter Advance Period (as such period is defined in paragraph 4.3.19) for each Settlement Register according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * AA_{KR})$$

where:

$\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to the Metering System on each Settlement Day in such old Deemed Meter Advance Period as provided by the SVAA and determined pursuant to paragraph 6.8 or paragraph 5.1.7 as applicable; and

the Annualised Advance is the value for such Settlement Register effective on the Settlement Day on which the change of Supplier occurs determined pursuant to paragraph (ii) above;

- (iv) provide the value of Deemed Meter Advance for each Settlement Register for such Metering System to the old Supplier's Non Half Hourly Data Collector responsible for such Metering System pursuant to BSCP 504;
- (v) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance ($MADV_{KR}$) with the value of Deemed Meter Advance determined pursuant to paragraph (iv) above and substituting the Meter Advance Period with the associated old Deemed Meter Advance Period and where the Previous Estimated Annual Consumption shall be that value provided to the new Supplier's Non Half Hourly Data Collector pursuant to paragraph 4.3.19(a). Such new values of Annualised Advance and Estimated Annual Consumption shall, on the Settlement Days they are effective, replace any previous values of Annualised Advance and Estimated Annual Consumption effective on such Settlement Days;
- (vi) determine a Meter Advance ($MADV_{KR}$) value for each Settlement Register for the period, (in this paragraph 4.3.20 such period being known as the "**new Meter Advance Period**") from the Settlement Day on which there is a change of Supplier to the end of the Meter Advance Period within which falls the Settlement Day on which the

- change of such Supplier occurs, specified in paragraph (i) above, by subtracting the Deemed Meter Advance value determined pursuant to paragraph (iii) above from the Meter Advance value determined pursuant to paragraph (i) above;
- (vii) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register for such Metering System pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) using the value of Meter Advance for such Settlement Register determined pursuant to paragraph (vi) above, where the Meter Advance Period shall be the new Meter Advance Period and where the Previous Estimated Annual Consumption shall be the value determined pursuant to paragraph (v) above for such Settlement Register; and
 - (viii) provide the value of Estimated Annual Consumption determined pursuant to paragraphs (v) and (vii) above together with its Effective From Settlement Date and the value of Annualised Advance determined pursuant to paragraph (vii) above together with its Effective From Settlement Date and Effective To Settlement Date for each Settlement Register to the new Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System and the value of Annualised Advance and the value of Estimated Annual Consumption so determined shall be attributable to such new Supplier. The new Supplier shall ensure that such Non Half Hourly Data Aggregators shall replace any value of Estimated Annual Consumption effective for the same Settlement Days for such Metering System which they have previously received with the values received pursuant to this paragraph 4.3.20; and
- (b) the old Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:
- (i) determine values of Annualised Advance and Estimated Annual Consumption pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance with the value of Deemed Meter Advance provided to it by the new Supplier's Non Half Hourly Data Collector pursuant to paragraph (a) (iv) above and substituting the Meter Advance Period with the associated old Deemed Meter Advance Period and where the Previous Estimated Annual Consumption which shall be employed shall be that value provided by such Non Half Hourly Data Collector pursuant to paragraph 4.3.19(a); and
 - (ii) provide the Annualised Advance for each Settlement Register for such Metering System together with its Effective From Settlement Date and Effective To Settlement Date to the old Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System and the value of Annualised Advance so determined shall be attributable to such old Supplier. The old Supplier shall ensure that such Non Half Hourly Data Aggregators shall replace any value of Annualised Advance effective for the same Settlement Days for such Metering System which they have previously received with the values received pursuant to this paragraph 4.3.20.

4.3.21 The provisions of this paragraph 4.3.21 apply in respect of a metered Metering System "K" in the case where the conditions referred to in paragraph 4.3.2(c) apply in respect of such Metering System. In this case, the Supplier responsible for such Metering System shall ensure that the relevant Non Half Hourly Data Collector responsible for such Metering System shall:

- (a) determine a Deemed Meter Advance (DMA_{KR}) for each Settlement Register according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * EAC_{KR});$$

where:

$\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to such Metering System on each of the Settlement Days in the period (the "Deemed Meter Advance Period") which is specified in this paragraph 4.3.21(a). For the purposes of this paragraph 4.3.21 such Deemed Meter Advance Period is the period from the earliest Settlement Day of the Meter Advance Period identified pursuant to paragraph 4.3.2(c)(ii) to either:

- (i) the latest Settlement Day in respect of which such Non Half Hourly Data Collector has submitted to the Non Half Hourly Data Aggregator responsible for such Metering System an Estimated Annual Consumption for inclusion in a Final Reconciliation Volume Allocation Run in respect of such Settlement Register but has not so submitted an Annualised Advance for inclusion in a Final Reconciliation Volume Allocation Run in respect of such Settlement Register and Settlement Day; or
- (ii) such other Settlement Day shortly thereafter as shall be permitted for such purpose pursuant to BSCP 504; and

the Estimated Annual Consumption is the value for such Settlement Register then effective on the Settlement Day immediately following the Deemed Meter Advance Period; and

- (b) determine a value of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance ($MADV_{KR}$) with the value of Deemed Meter Advance determined pursuant to paragraph 4.3.21(a) above; substituting the Meter Advance Period with the Deemed Meter Advance Period determined pursuant to paragraph 4.3.21(a) above; and setting the value of Previous Estimated Annual Consumption to be equal to that value of Estimated Annual Consumption employed in paragraph 4.3.21(a) above in respect of such Settlement Register. Such new values of Annualised Advance and Estimated Annual Consumption shall, on the Settlement Days they are effective, replace any previous values of Annualised Advance and Estimated Annual Consumption effective on such Settlement Days for such Settlement Register;
- (c) determine a Meter Advance ($MADV_{KR}$) for each Settlement Register for the period, (in this paragraph 4.3.21 such period being known as the "new Meter Advance Period") from the Settlement Day immediately following the end of

the Deemed Meter Advance Period determined pursuant to paragraph 4.3.21(a) above to the end of the Meter Advance Period identified pursuant to subparagraph 4.3.2(c)(ii), by subtracting the Deemed Meter Advance value determined pursuant to paragraph 4.3.21(a) above from the Meter Advance associated with such Meter Advance Period and determined pursuant to paragraph 4.3.2; and

- (d) determine a value of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.8 (inclusive) using the value of Meter Advance ($MADV_{KR}$) for such Settlement Register determined pursuant to paragraph 4.3.21(c) above; substituting the Meter Advance Period with the new Meter Advance Period; and setting the value of Previous Estimated Annual Consumption to be equal to that value of Estimated Annual Consumption determined pursuant to paragraph 4.3.21(b) above in respect of such Settlement Register. Such new values of Annualised Advance and Estimated Annual Consumption shall, on the Settlement Days they are effective, replace any previous values of Annualised Advance and Estimated Annual Consumption effective on such Settlement Days for such Settlement Register.

4.3.22 Each Supplier shall ensure that each of its Non Half Hourly Data Collectors shall in respect of such Supplier's Unmetered Supplies for which such Non Half Hourly Data Collector is responsible and which are not subject to Equivalent Metering set the values of Estimated Annual Consumption to be those defined in the relevant Unmetered Supply Certificate and shall, in accordance with BSCP 520, pass such value unadjusted to the relevant Non Half Hourly Data Aggregator responsible for such Unmetered Supply together with the Effective From Settlement Dates of such Estimated Annual Consumption.

4.3.23 The provisions of this paragraph 4.3.23 shall apply in the case where there is a Meter Advance Period ending on the Settlement Day before there is a change of Supplier for a metered Metering System "K", and the metered Metering System "K" is subject to half hourly metering on the Settlement Day of the change of Supplier. For this purpose a Meter Advance Period shall end, or as the case may be, shall be deemed to end on the Settlement Day before the change of Supplier in accordance with BSCP 504. In this case, the old Supplier shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:

- (a) determine the values of Annualised Advance and Estimated Annual Consumption for each Settlement Register for such Metering System pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive); and
- (b) provide the value of Annualised Advance for each Settlement Register together with its Effective From Settlement Date and Effective To Settlement Date determined pursuant to paragraph (a) above, which values shall be attributable to the old Supplier, to the old Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System.

4.3.24 The provisions of this paragraph 4.3.24 shall apply in the case where for a metered Metering System "K" there is a change of Supplier and there is no Meter Advance Period ending, or as the case may be, deemed to end on the Settlement Day before such change of Supplier in accordance with BSCP 504, and the metered Metering System "K" is subject to half hourly metering on the Settlement Day of the change of Supplier. In this case, in accordance with BSCP 504, a Deemed Meter Advance with an associated Deemed Meter Advance Period ending on the Settlement Day before the change of Supplier based on an Estimated Annual Consumption is required to be determined. In this case, the old Supplier

shall ensure that its Non Half Hourly Data Collector responsible for such Metering System shall:

- (a) determine a Deemed Meter Advance (DMA_{KR}) for each Settlement Register using the value of Estimated Annual Consumption effective on the Settlement Day before the change of Supplier according to the following formula:

$$DMA_{KR} = \sum_T(DPC_{HPRT} * EAC_{KR});$$

where:

$\sum_T DPC_{HPRT}$ is the sum of the individual Daily Profile Coefficients appropriate to the GSP Group, Time Pattern Regime, Standard Settlement Configuration and Profile Class applying to such Metering System on each of the Settlement Days in the period (the "Deemed Meter Advance Period") from the Settlement Day following the end of the most recent Meter Advance Period to the Settlement Day prior to the change of Supplier; and

- (b) determine values of Annualised Advance and Estimated Annual Consumption for each Settlement Register pursuant to paragraphs 4.3.3 to 4.3.7 (inclusive) substituting the value of Meter Advance ($MADV_{KR}$) with the value of Deemed Meter Advance determined pursuant to paragraph (a) above and substituting the Meter Advance Period with the Deemed Meter Advance Period;
- (c) provide the value of Annualised Advance for each Settlement Register together with its Effective From Settlement Date and Effective To Settlement Date determined pursuant to paragraph (b) above, which values shall be attributable to the old Supplier, to the old Supplier's relevant Non Half Hourly Data Aggregators responsible for such Metering System.

4.4 Non Half Hourly Data Aggregation

4.4.1 Each Supplier shall ensure that in respect of each Settlement Day for which an Initial Volume Allocation Run or a Reconciliation Volume Allocation Run is being undertaken, each of its Non Half Hourly Data Aggregators shall in respect of each of the Settlement Registers within such Supplier's Metering Systems, including those Settlement Registers within Unmetered Supplies, for which such Non Half Hourly Data Aggregator is responsible and which are not subject to Equivalent Metering:

- (a) receive Estimated Annual Consumption data together with their Effective From Settlement Dates and Annualised Advance data, together with their Effective From Settlement Dates and Effective To Settlement Dates and Metering System details provided by the relevant Non Half Hourly Data Collectors responsible for such Metering System and for each Settlement Register pursuant to paragraph 4.3;
- (b) check the Estimated Annual Consumption and Annualised Advance data provided by the relevant Non Half Hourly Data Collector in accordance with BSCP 505;
- (c) enter the Estimated Annual Consumption and Annualised Advance data as provided pursuant to paragraph (a) into the relevant data aggregation system;
- (d) update standing data entries, including data provided by the SVAA and the relevant SMRA, to the relevant data aggregation system to take account of new information;

- (e) aggregate annualised Consumption Data in MWh; and
- (f) provide the aggregated annualised Consumption Data to the SVAA in the form of Supplier Purchase Matrices.

4.4.2 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall assign a GSP Group "H", Supplier "Z", Line Loss Factor Class "L", Profile Class "P" and valid combination of Time Pattern Regime and Standard Settlement Configuration "R" to each of such Supplier's Metering Systems for which it is responsible using the data held in the relevant Supplier Meter Registration Service system.

4.4.3 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall, in respect of the Settlement Day for which an Initial Volume Allocation Run or Reconciliation Volume Allocation Run is being undertaken and in respect only of such Supplier's Metering Systems for which such Non Half Hourly Data Aggregator is responsible for such Settlement Day, make the determinations set out in this paragraph 4.4. For the purposes of such determinations, such Supplier shall ensure that the relevant Non Half Hourly Data Aggregator shall employ:

- (a) the values of Annualised Advance effective for such Settlement Day which have:
 - (i) been received from any Non Half Hourly Data Collector currently or previously appointed by such Supplier to be responsible for such Metering System in respect of all, or any part of, the latest period for which such Supplier is responsible for such Metering System; and
 - (ii) which have the valid combination of Time Pattern Regime and Standard Settlement Configuration "R" for such Metering System for such Settlement Day according to the data held in the relevant Supplier Meter Registration System.

If there is more than one such value of Annualised Advance, only the value provided by such Non Half Hourly Data Collector with the latest appointment date on or prior to the date on the day on which the determinations in respect of such Settlement Day are being undertaken shall be employed. If a value of Annualised Advance has been identified pursuant to this paragraph (a), then for the purposes of the determinations in this paragraph 4.4, no other value of Annualised Advance or value of Estimated Annual Consumption shall be employed for such Time Pattern Regime and Standard Settlement Configuration "R" for such Metering System for such Settlement Day;

- (b) if such values of Annualised Advance are not available, the values of Estimated Annual Consumption effective for such Settlement Day which have:
 - (i) been received from any Non Half Hourly Data Collector currently or previously appointed by such Supplier to be responsible for such Metering System in respect of all or any part of the latest period for which such Supplier is responsible for such Metering System; and
 - (ii) the valid combination of Time Pattern Regime and Standard Settlement Configuration "R" for such Metering System for such Settlement Day according to the data held in the relevant Supplier Meter Registration System.

If there is more than one such value, only the value of Estimated Annual Consumption with the latest Effective From Settlement Date shall be employed or if there remains more than one such value, only the value provided by such Non Half Hourly Data Collector with the latest appointment date on or prior to the date on the day on which the determinations in respect of such Settlement Day are being undertaken shall be employed; or

- (c) if no such value of Annualised Advance or Estimated Annual Consumption has been identified pursuant to paragraph (a) or (b) respectively, then for the purposes of the determinations in this paragraph 4.4, there shall be deemed to be no value of Annualised Advance or Estimated Annual Consumption for such Time Pattern Regime and Standard Settlement Configuration "R" for such Metering System for such Settlement Day.

4.4.4 Such Supplier shall ensure that the relevant Non Half Hourly Data Aggregator shall in respect of each relevant Metering System and Settlement Day, employing the Annualised Advance or, as the case may be, Estimated Annual Consumption in respect of such Metering System and Settlement Day identified pursuant to paragraph 4.4.3:

- (a) if such metered Metering System "K" has a value of Annualised Advance with an Effective From Settlement Date and an Effective To Settlement Date between or, as the case may be, on which such Settlement Day falls, and the Metering System energisation status is determined to be 'energised' by reference to data provided by the relevant SMRA, count the number of Settlement Registers within such Metering System as contributing towards the value of Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance (NMA_{HZZLPR}) and the provisions of paragraphs 4.4.7 and 4.4.8 shall apply and the provisions of paragraphs 4.4.9 to 4.4.16 (inclusive) shall not apply to such Metering System;
- (b) if such metered Metering System "K" has a value of Annualised Advance with an Effective From Settlement Date and an Effective To Settlement Date between or, as the case may be, on which such Settlement Day falls, and that value is not equal to zero for one or more Settlement Registers within the Metering System, and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, count the number of Settlement Registers within such Metering System as contributing towards the value of Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance (NMA_{HZZLPR}) and the provisions of paragraphs 4.4.7 and 4.4.8 shall apply and the provisions of paragraphs 4.4.9 to 4.4.16 (inclusive) shall not apply to such Metering System;
- (c) if such metered Metering System "K" does not have a value of Annualised Advance which is effective for such Settlement Day but does have an Estimated Annual Consumption which is effective for such Settlement Day and the Metering System energisation status is determined to be 'energised' by reference to data provided by the relevant SMRA, count the number of Settlement Registers within such Metering System as contributing towards the value of Number Of Non Half Hourly Metering Systems Contributing To The Total Estimated Annual Consumption ($NMME_{HZZLPR}$) and the provisions of paragraphs 4.4.9 and 4.4.10 shall apply and the provisions of paragraphs 4.4.7, 4.4.8 and 4.4.11 to 4.4.16 (inclusive) shall not apply to such Metering System;
- (d) if such metered Metering System "K" has no Annualised Advance or Estimated Annual Consumption effective for such Settlement Day and the Metering

System energisation status is determined to be 'energised' by reference to data provided by the relevant SMRA, count the number of Settlement Registers within such Metered Metering System as contributing towards the value of Number Of Non Half Hourly Metered Metering Systems Requiring a Default Estimated Annual Consumption ($NMMDE_{HZZLPR}$) and the provisions of paragraphs 4.4.11 and 4.4.15 shall apply and the provisions of paragraphs 4.4.7 to 4.4.10 (inclusive), 4.4.12 to 4.4.14 (inclusive) and 4.4.16 shall not apply to such Metering System;

- (e) if such Metering System "K" is classified as an Unmetered Supply and has a valid Unmetered Supply Certificate effective on the Settlement Day and the Metering System energisation status is determined to be 'energised' by reference to data provided by the relevant SMRA, count the number of Settlement Registers within such Unmetered Supply as contributing towards the value of Number of Non Half Hourly Unmetered Metering Systems Contributing To The Total Estimated Annual Consumption ($NMUE_{HZZLPR}$) and the provisions of paragraphs 4.4.12 and 4.4.13 shall apply and the provisions of paragraphs 4.4.7 to 4.4.11 (inclusive) and 4.4.14 to 4.4.16 (inclusive) shall not apply to such Unmetered Supply;
- (f) if such Metering System "K" is classified as an Unmetered Supply and does not have a valid Unmetered Supply Certificate effective on the Settlement Day and the Metering System energisation status is determined to be 'energised' by reference to data provided by the relevant SMRA, or if such Metering System "K" is classified as an Unmetered Supply and has an Annualised Advance effective for such Settlement Day, count the number of Settlement Registers within such Unmetered Supply as contributing towards the value of Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption ($NMUDE_{HZZLPR}$) and the provisions of paragraph 4.4.14 and 4.4.16 shall apply and the provisions of paragraphs 4.4.7 to 4.4.13 (inclusive) and 4.4.15 shall not apply to such Unmetered Supply;
- (g) if such metered Metering System "K" has a value of Annualised Advance with an Effective From Settlement Date and an Effective To Settlement Date between or, as the case may be, on which such Settlement Day falls, and that value is equal to zero for all Settlement Registers within the Metering System, and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, not count the number of Settlement Registers within such Metering System as contributing towards any of the values set out in this paragraph 4.4.4 and the provisions of paragraphs 4.4.7 to 4.4.16 (inclusive) shall not apply to such Metering System;
- (h) if such metered Metering System "K" does not have a value of Annualised Advance which is effective for such Settlement Day but does have an Estimated Annual Consumption which is effective for such Settlement Day and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, not count the number of Settlement Registers within such Metering System as contributing towards any of the values set out in this paragraph 4.4.4 and the provisions of paragraphs 4.4.7 to 4.4.16 (inclusive) shall not apply to such Metering System;
- (i) if such Metering System "K" is classified as an Unmetered Supply and has a valid Unmetered Supply Certificate which is effective for such Settlement Day and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, not count the number of

Settlement Registers within such Metering System as contributing towards any of the values set out in this paragraph 4.4.4 and the provisions of paragraphs 4.4.7 to 4.4.16 (inclusive) shall not apply to such Metering System;

- (j) if such metered Metering System "K" does not have a value of Annualised Advance or a value of Estimated Annual Consumption which is effective for such Settlement Day and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, not count the number of Settlement Registers within such Metering System as contributing towards any of the values set out in this paragraph 4.4.4 and the provisions of paragraphs 4.4.7 to 4.4.16 (inclusive) shall not apply to such Metering System; or
- (k) if such Metering System "K" is classified as an Unmetered Supply and does not have a valid Unmetered Supply Certificate or an Annualised Advance effective for such Settlement Day and the Metering System energisation status is determined to be 'de-energised' by reference to data provided by the relevant SMRA, not count the number of Settlement Registers within such Metering System as contributing towards any of the values set out in this paragraph 4.4.4 and the provisions of paragraphs 4.4.7 to 4.4.16 (inclusive) shall not apply to such Metering System.

4.4.5 Each Supplier shall ensure that its Non Half Hourly Data Aggregators shall maintain the following data items for each Settlement Class within such Supplier for the Settlement Day for which an Initial Volume Allocation Run or Reconciliation Volume Allocation Run is being undertaken for which that Non Half Hourly Data Aggregator is responsible:

- (a) the value of Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance (NMA_{HZZLPR});
- (b) the value of Number Of Non Half Hourly Metering Systems Contributing To The Total Estimated Annual Consumption ($NMME_{HZZLPR}$);
- (c) the value of Number Of Non Half Hourly Metered Metering Systems Requiring A Default Estimated Annual Consumption ($NMMDE_{HZZLPR}$);
- (d) the value of Number Of Non Half Hourly Unmetered Metering Systems Contributing To The Total Estimated Annual Consumption ($NMUE_{HZZLPR}$); and
- (e) the value of Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption ($NMUDE_{HZZLPR}$).

4.4.6 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall maintain the following values according to BSCP 505 together with the date of the Settlement Day from which they shall be effective and the date, if any, of the last Settlement Day on which they will be effective:

- (a) the value of the Threshold Parameter (TP) which shall be provided for the time being and from time to time by the SVAA and shall be as determined for the time being and from time to time by the Panel;
- (b) the values of Average Fraction of Yearly Consumption ($AFYC_{HPR}$) by Profile Class and valid combinations of Time Pattern Regime and Standard Settlement Configuration within the GSP Group which shall be provided for the time being and from time to time by the SVAA; and

- (c) the values of GSP Group Profile Class Default Estimated Annual Consumption (GGPCDEAC_{HP}) by GSP Group and Profile Class which shall be provided for the time being and from time to time by the SVAA.

- 4.4.7 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the Initial Total Annualised Advance (ITAA_{HZLPR}) and the Total Annualised Advances (TAA_{HZLPR}) for such Supplier's non half hourly metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible for each Settlement Class "HLPR" within such Supplier "Z" according to the following formulae:

$$ITAA_{HZLPR} = \sum^{HZLPR}_K AA_{KR}$$

$$TAA_{HZLPR} = ITAA_{HZLPR} / 1000$$

- 4.4.8 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of NMA_{HZLPR} for each Settlement Class "HLPR" within such Supplier "Z" as equal to the number of metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible for such Settlement Class for which a value of Annualised Advance has contributed to the Total Annualised Advance in accordance with paragraph 4.4.7.

- 4.4.9 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the Total Estimated Annual Consumption For Non Half Hourly Metered Metering Systems (ME_{HZLPR}) for such Supplier's non half hourly metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible for each Settlement Class "HLPR" within such Supplier "Z" according to the following formula:

$$ME_{HZLPR} = \sum^{HZLPR}_K EAC_{KR}$$

- 4.4.10 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of NMME_{HZLPR} for each Settlement Class "HLPR" within such Supplier "Z" as equal to the number of such Supplier's metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible for such Settlement Class for which a value of Estimated Annual Consumption has contributed to the Total Estimated Annual Consumption (ME_{HZLPR}) in accordance with paragraph 4.4.9.

- 4.4.11 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of NMMDE_{HZLPR} for each Settlement Class "HLPR" within such Supplier "Z" as equal to the number of such Supplier's metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible for such Settlement Class for which there is no value of Estimated Annual Consumption and no value of Annualised Advance, and which therefore require a value of Default Estimated Annual Consumption For Metered Metering Systems (DEM_{HZLPR}) to be determined pursuant to paragraph 4.4.15.

- 4.4.12 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the Value of Estimated Annual Consumption for Non Half Hourly Unmetered Metering Systems (UE_{HZLPR}) for such Supplier's Unmetered Supplies for which such Non Half Hourly Data Aggregator is responsible for each Settlement Class "HLPR" within such Supplier "Z" according to the following formula:

$$UE_{HZLPR} = \sum^{HZLPR}_K EAC_{KR}$$

- 4.4.13 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of NMUE_{HZLPR} for each Settlement Class "HLPR" within such Supplier "Z" as equal to the number of such Supplier's Unmetered Supplies for which such

Non Half Hourly Data Aggregator is responsible for such Settlement Class for which there is a value of Estimated Annual Consumption.

4.4.14 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of $NMUDE_{HZZLPR}$ for each Settlement Class "HLPR" within such Supplier "Z" as equal to the number of such Supplier's Unmetered Supplies for which such Non Half Hourly Data Aggregator is responsible for such Settlement Class for which there is no value of Estimated Annual Consumption, and which therefore require a value of Default Estimated Annual Consumption For Unmetered Metering Systems (DEU_{HZZLPR}) to be determined pursuant to paragraph 4.4.16.

4.4.15 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of Default Estimated Annual Consumption For Metered Metering Systems (DEM_{HZZLPR}) for such Supplier's metered Metering Systems for which such Non Half Hourly Data Aggregator is responsible and for which there is no value of Estimated Annual Consumption for each Settlement Class "HLPR" within such Supplier "Z" according to the following formulae:

if ($NMA_{HZZLPR} + NMME_{HZZLPR}$) > TP then:

$$DEM_{HZZLPR} = (ITAA_{HZZLPR} + ME_{HZZLPR}) / (NMA_{HZZLPR} + NMME_{HZZLPR});$$

but in all other cases:

$$DEM_{HZZLPR} = GGPCDEAC_{HP} * AFYC_{HPR}.$$

4.4.16 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of Default Estimated Annual Consumption For Unmetered Metering Systems (DEU_{HZZLPR}) for such Supplier's Unmetered Supplies for which such Non Half Hourly Data Aggregator is responsible and for which there is no Certificate of Supply for each Settlement Class "HLPR" within such Supplier "Z" according to the following formulae:

if $NMUE_{HZZLPR} > TP$ then:

$$DEU_{HZZLPR} = (UE_{HZZLPR}) / (NMUE_{HZZLPR});$$

but in all other cases:

$$DEU_{HZZLPR} = GGPCDEAC_{HP} * AFYC_{HPR}$$

4.4.17 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the values of Total Metered Estimated Annual Consumption ($TMEAC_{HZZLPR}$), Total Number Of Metered Non Half Hourly Metering Systems Contributing To Total Metered Estimated Annual Consumption ($TMEACC_{HZZLPR}$), Total Unmetered Consumption (TUE_{HZZLPR}) and Total Number Of Non Half Hourly Unmetered Metering Systems Contributing To Total Unmetered Consumption ($TMUEC_{HZZLPR}$) for such Supplier's Metering Systems for which such Non Half Hourly Data Aggregator is responsible according to the following formulae:

$$TMEAC_{HZZLPR} = (ME_{HZZLPR} + (NMMDE_{HZZLPR} * DEM_{HZZLPR})) / 1000;$$

$$TMEACC_{HZZLPR} = NMME_{HZZLPR} + NMMDE_{HZZLPR};$$

$$TUE_{HZZLPR} = (UE_{HZZLPR} + (NMUDE_{HZZLPR} * DEU_{HZZLPR})) / 1000; \text{ and}$$

$$TMUEC_{HZZLPR} = NMUE_{HZZLPR} + NMUDE_{HZZLPR}$$

- 4.4.18 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine a Supplier Purchase Matrix (SPM_{HZaLPR}) consisting of the following data for such Supplier's Metering Systems for which such Non Half Hourly Data Aggregator is responsible in respect of each Settlement Class "HLPR" within such Supplier "Z":
- (a) Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance (NMA_{HZLPR});
 - (b) Number Of Non Half Hourly Metered Metering Systems Requiring A Default Estimated Annual Consumption ($NMMDE_{HZLPR}$);
 - (c) Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption ($NMUDE_{HZLPR}$);
 - (d) Total Number Of Metered Non Half Hourly Metering Systems Contributing To Total Metered Estimated Annual Consumption ($TMEACC_{HZLPR}$);
 - (e) Total Number Of Non Half Hourly Unmetered Metering Systems Contributing To Total Unmetered Consumption ($TMUEC_{HZLPR}$);
 - (f) Total Annualised Advance (TAA_{HZLPR});
 - (g) Total Metered Estimated Annual Consumption ($TMEAC_{HZLPR}$); and
 - (h) Total Unmetered Consumption (TUE_{HZLPR}).

5. SUPPLIER VOLUME ALLOCATION DATA INPUT

5.1 Supplier Volume Allocation Standing Data

- 5.1.1 Each Supplier shall from time to time notify such data items as are specified in BSCP 509 as being provided by such Supplier to the SVAA, to the SVAA, and the SVAA shall ensure that processes are put in place which ensure that such data are input promptly into the Supplier Volume Allocation System.
- 5.1.2 Each Supplier shall supply such data as are specified in BSCP 507 as being provided by such Supplier to the SVAA together with the dates of the first and, as the case may be, the last Settlement Days on which such data are to be effective to the SVAA, and the SVAA shall ensure that processes are put in place which ensure that such data are input promptly into the Supplier Volume Allocation System.
- 5.1.3 With the exception of Line Loss Factor data which shall be notified in accordance with BSCP 528, each Distribution System Operator shall from time to time notify such data as are specified in BSCP 509 as being provided by such Distribution System Operator to the SVAA, to the SVAA, and the SVAA shall ensure that processes are put in place which ensure that such data are input promptly into the Supplier Volume Allocation System.
- 5.1.4 The SVAA shall procure the following data from the Profile Administrator and the SVAA shall ensure that processes are put in place which ensure that such data are input promptly into the Supplier Volume Allocation System:
- (a) Matrix Of Regression Coefficients - $MRC_{Q(aa)(nn)_j}$; and
 - (b) Group Average Annual Consumption - $GAAC_{HQ}$; and

(c) The identity of the Analysis Class "(aa)" relevant to each GSP Group and Settlement Day.

- 5.1.5 The SVAA shall procure such data as are specified in BSCP 509 as being required by the SVAA and which data do not form part of the data specified in paragraphs 5.1.1 to 5.1.4 (inclusive), from a source or sources from time to time agreed by the Panel.
- 5.1.6 The SVAA shall procure the data specified in BSCP 508 as being required by the SVAA and which data do not form part of the data specified in paragraphs 5.1.1 to 5.1.5 (inclusive), from a source or sources from time to time agreed by the Panel.
- 5.1.7 The SVAA shall:
- (a) hold the Historical Daily Profile Coefficients provided to it in respect of each GSP Group and such Profile Classes, combinations of Time Pattern Regime and Standard Settlement Configuration and Settlement Days in each case as shall be specified by the Panel; and
 - (b) notify such Historical Daily Profile Coefficients or, as the case may be, any subset of such Historical Daily Profile Coefficients, in each case as may from time to time be directed by the Panel, to each Non Half Hourly Data Collector.
- 5.1.8 The SVAA shall ensure the processes are put in place which ensure that details of:
- (a) the Base BM Unit "i"; and
 - (b) any Additional BM Unit "i"
- for each Supplier "Z" within each GSP Group "H" received from time to time from the CRA are input into the Supplier Volume Allocation System in accordance with BSCP 509.
- 5.1.9 In respect of all data referred to in this paragraph 5.1 which a Party and BSC Agents are required to notify to the SVAA or which the SVAA is required to procure, the relevant Party or BSC Agents or, as the case may be, the SVAA, shall ensure:
- (a) that all such data is complete and accurate in all material respects;
 - (b) that any change to all or any of such data is notified promptly to the SVAA; and
 - (c) any such changed data is consistent with all such data which has not been changed.
- and the SVAA shall amend the data input into the Supplier Volume Allocation System to reflect any such changes notified to it.
- 5.1.10 References in the Supplier Volume Allocation Rules to standing data are to such standing data notified in respect of Supplier Volume Allocation for the time being and from time to time pursuant to the Supplier Volume Allocation Rules.
- 5.1.11 The SVAA shall promptly notify all persons involved in Supplier Volume Allocation entitled to receive such data of amendments to standing data used in Supplier Volume Allocation.

- 5.1.12 The SVAA shall carry out, in accordance with BSCP 508, the calculations set out in paragraphs 5.1.12 to 5.1.16 in respect of each GSP Group "H" and each valid combination of Profile Class "P" and Standard Settlement Configuration Class and Time Pattern Regime combination "R" except for combinations of GSP Group "H", Profile Class "P" and Standard Settlement Configuration and Time Pattern Regime "R" for which values of Alternative Average Fraction of Yearly Consumption ($AAFYC_{HPR}$) have been notified to the SVAA in accordance with BSCP 509.
- 5.1.13 The SVAA shall carry out the calculations in respect of each GSP Group "H" and each valid combination of Profile Class "P" and Standard Settlement Configuration Class and Time Pattern Regime combination "R" using the Total Annualised Advance (TAA_{HZLPR}) from the Supplier Purchase Matrix (SPM_{HZaLPR}) for the latest Volume Allocation Run in respect of each Settlement Day over the Calculation Period, where the date range for the Calculation Period has been agreed by the Panel.
- 5.1.14 The SVAA shall calculate the GSP Group Profile Class Average Estimated Annual Consumption ($GGPCAEAC_{HPC}$) in respect of each GSP Group "H" and each valid combination of Profile Class "P" and Standard Settlement Configuration "C" over the Calculation Period as follows:

- (a) determine the Time Pattern Regime Estimated Daily Consumption ($TPREDC_{HPRT}$) for each Profile Class "P" and Standard Settlement Configuration and Time Pattern Regime combination "R" in each GSP Group "H" for each Settlement Day "T" in the Calculation Period as follows:

$$TPREDC_{HPRT} = (\sum_{ZL}^{HPR} TAA_{HZLPR}) * DPC_{HPRT} * 1000 / (\sum_{ZL}^{HPR} NMA_{HZLPR})$$

where \sum_{ZL}^{HPR} is the summation over all Suppliers and Line Loss Factor Classes for Standard Settlement Configuration and Time Pattern Regime combination "R" in Profile Class "P" within GSP Group "H";

- (b) determine the Time Pattern Regime Average Estimated Annual Consumption ($TPREAC_{HPR}$) for each Profile Class "P", Standard Settlement Configuration and Time Pattern Regime combination "R" in each GSP Group "H" as follows:

$$TPREAC_{HPR} = \sum_T^{HPR} TPREDC_{HPRT}$$

where \sum_T^{HPR} is the summation over all Settlement Days "T" contained within the Calculation Period for which one or more values of TAA_{HZLPR} was determined for Standard Settlement Configuration and Time Pattern Regime combination "R" in Profile Class "P" within GSP Group "H"; and

- (c) determine the GSP Group Profile Class Average Estimated Annual Consumption ($GGPCAEAC_{HPC}$) for each Profile Class "P" and Standard Settlement Configuration "C" in each GSP Group "H" as follows:

$$GGPCAEAC_{HPC} = (\sum_R^{HPC} TPREAC_{HPR}) * \text{Days in Year} / \text{Days}_{HPC}$$

where Days in Year is 365 or, where 29th February appears in the Calculation Period, 366;

Days_{HPC} is the number of Settlement Days in the Calculation Period for which one or more values of $TPREAC_{HPR}$ were determined for Profile Class "P" and Standard Settlement Configuration Class "C" within GSP Group "H"; and

\sum_R^{HPC} is the summation over all Standard Settlement Configuration and Time Pattern Regime combinations "R" valid for Standard Settlement Configuration "C" and Profile Class "P" within GSP Group "H".

5.1.15 The SVAA shall calculate the GSP Group Profile Class Default Estimated Annual Consumption (GGPCDEAC) in respect of each Profile Class "P" within each GSP Group "H" for the Calculation Period as follows:

- (a) determine the Standard Settlement Configuration Estimated Daily Consumption (SSCEDC_{HPCT}) for each Profile Class "P" and Standard Settlement Configuration "C" in each GSP Group "H" for each Settlement Day "T" in the Calculation Period as follows:

$$SSCEDC_{HPCT} = \sum_R^{HPCT} TPREDCHPRT$$

where \sum_R^{HPCT} is the summation of all Standard Settlement Configuration and Time Pattern Regime combinations "R" valid for Standard Settlement Configuration "C" in Profile Class "P" within GSP Group "H" for Settlement Day "T";

- (b) determine the Number of Metering Systems Contributing to the Standard Settlement Configuration Estimated Daily Consumption (NMSSCEDC_{HPCT}) for each Profile Class "P" and Standard Settlement Configuration "C" in each GSP Group "H" for each Settlement Day "T" in the Calculation Period as follows:

$$NMSSCEDC_{HPCT} = \sum_{ZL}^{HPC} NMA_{HZLPR}$$

where \sum_{ZL}^{HPC} is the summation over all Suppliers and Line Loss Factor Classes for any one valid combination of Standard Settlement Configuration and Time Pattern Regime for Standard Settlement Configuration "C" and Profile Class "P" within GSP Group "H";

- (c) determine the Profile Class Estimated Daily Consumption (PCEDC_{HPT}) for each Profile Class "P" within each GSP Group "H" for each Settlement Day "T" in the Calculation Period as follows:

$$PCEDC_{HPT} = \sum_C^{HPT} (SSCEDC_{HPCT} * NMSSCEDC_{HPCT}) / \sum_C^{HPT} (NMSSCEDC_{HPCT})$$

where \sum_C^{HPT} is the summation over all Standard Settlement Configurations "C" for Profile Class "P" within GSP Group "H" for Settlement Day "T"; and

- (d) determine the GSP Group Profile Class Default Estimated Annual Consumption (GGPCDEAC_{HP}) for each Profile Class "P" within each GSP Group "H" as follows:

$$GGPCDEAC_{HP} = \sum_T^{HP} PCEDC_{HPT} * \text{Days in Year} / \text{Days}_{HP}$$

where Days_{HP} is the number of Settlement Days in the Calculation Period for which one or more values of TAA_{HZLPR} was determined for Profile Class "P" within GSP Group "H"; and

\sum_T^{HP} is the summation over all Settlement Days "T" for Profile Class "P" within GSP Group "H".

5.1.16 The SVAA shall calculate the Annual Fraction of Yearly Consumption (AFYC_{HPR}) in respect of each Profile Class "P" and Standard Settlement Configuration and Time Pattern Regime combination "R" within each GSP Group "H" as follows:

- (a) calculate the Unadjusted Annual Fraction of Consumption (UAFYC_{HPR}) for each Profile Class "P" and Standard Settlement Configuration and Time Pattern Regime combination "R" within each GSP Group "H" in accordance with the following formula:

$$UAFYC_{HPR} = \max \left((TPREAC_{HPR} / \sum_R^{HPC} TPREAC_{HPR}), 0.000001 \right);$$

- (b) calculate an Annual Fraction of Yearly Consumption Adjustment (AFYCA_{HPC}) for each Profile Class "P" and Standard Settlement Configuration "C" within GSP Group "H" in accordance with the following formula:

$$AFYCA_{HPC} = 1 - \sum_R^{HPC} UAFYC_{HPR};$$

- (c) for the Time Pattern Regime and Standard Settlement Configuration combination "R" that has the largest value of Unadjusted Annual Fraction of Consumption (UAFYC_{HPR}) for each Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H", calculate the Annual Fraction of Yearly Consumption (AFYC_{HPR}) in accordance with the following formula:

$$AFYC_{HPR} = UAFYC_{HPR} + AFYCA_{HPC}; \text{ and}$$

- (d) for each Time Pattern Regime and Standard Settlement Configuration combination "R" for Profile Class "P" and Standard Settlement Configuration "C" within GSP Group "H" other than that to which paragraph (c) applies, calculate the Annual Fraction of Yearly Consumption (AFYC_{HPR}) in accordance with the following formula:

$$AFYC_{HPR} = UAFYC_{HPR}.$$

5.2 Supplier Volume Allocation Periodic Data

5.2.1 The SVAA shall ensure that processes are put in place which ensure that the GSP Group Take (GSPGT_{Hj}) data notified to it by the CDCA pursuant to Section R5.7 are promptly input into the Supplier Volume Allocation System.

5.2.2 The SVAA shall procure from the Temperature Provider the following data and the SVAA shall ensure that processes are put in place which ensure that such data are promptly input into the Supplier Volume Allocation System:

Grid Supply Point Group Measured Temperature - T_{HT} in degrees Fahrenheit;

where the set of T_{HT} in respect of GSP Group "H" and Settlement Day "D" are provided from weather stations at locations for the time being and from time to time agreed by the Panel.

5.2.3 The SVAA shall procure from the Teleswitch Agent the following data and the SVAA shall ensure that processes are put in place which ensure that such data are promptly input into the Supplier Volume Allocation System:

Teleswitch Contact Interval Data in respect of each Teleswitch Contact within each Teleswitch Group and in respect of the UTC Day then being processed.

5.2.4 The SVAA shall ensure that processes are put in place which ensure that the following data from time to time supplied to it pursuant to paragraphs 3.5, 3.6 and 4.4 are promptly input into the Supplier Volume Allocation System:

- (a) Supplier's Metered Consumption - SMC_{HZaNj} ;
- (b) Supplier's Metered Consumption (Losses) - $SMCL_{HZaNj}$;
- (c) BM Unit's Metered Consumption - $BMMC_{iaNj}$;
- (d) BM Unit's Metered Consumption (Losses) - $BMMCL_{iaNj}$; and
- (e) Supplier Purchase Matrix - SPM_{HZaLPR} .

5.3 Reconciliation Allocation Data Input

5.3.1 For any Reconciliation Volume Allocation Run for a Settlement Day, each Supplier shall ensure that, in respect of data which are then currently available but which were not previously available for use in the immediately preceding Initial Volume Allocation Run or Reconciliation Volume Allocation Run, as the case may be:

- (a) its Half Hourly Data Collectors for that Settlement Day shall provide Supplier's Metering System Metered Consumption data to the appropriate Half Hourly Data Aggregators in respect of the relevant Metering Systems;
- (b) its Non Half Hourly Data Collectors for that Settlement Day shall provide Estimated Annual Consumption and Annualised Advance data to the appropriate Non Half Hourly Data Aggregators in respect of the relevant Metering Systems, replacing the Estimated Annual Consumptions with Annualised Advances for Metering Systems for which Metered Data is then currently available which was not previously available;
- (c) its Half Hourly Data Aggregators for that Settlement Day shall provide the following data to the SVAA which data shall incorporate any revised data made available:
 - (i) in the case of a GSP Group "H" and a Half Hourly Data Aggregator where paragraph 3.6 applies (in accordance with paragraph 3.6.1), the BM Unit's Metered Consumption and BM Unit's Metered Consumption (Losses) data, pursuant to paragraph 3.6; and
 - (ii) in the case of a GSP Group "H" and a Half Hourly Data Aggregator where paragraph 3.6 does not apply, the Supplier's Metered Consumption and Supplier's Metered Consumption (Losses) data, pursuant to paragraph 3.5; and
- (d) its Non Half Hourly Data Aggregators for that Settlement Day shall provide Supplier Purchase Matrix data to the SVAA which data shall incorporate any revised data made available.

5.3.2 The SVAA shall ensure that processes are put in place which ensure that the data from time to time supplied to it pursuant to paragraph 5.3.1 are promptly input into the Supplier Volume Allocation System.

6. PROFILE COEFFICIENTS

6.1 Making of determinations

6.1.1 The determinations in this paragraph 6 shall be carried out by the SVAA in respect of Metering Systems and in respect of each Settlement Day for which it is required to make such determinations and which Settlement Day occurs on or after the Go-live Date.

6.1.2 The SVAA shall ensure that processes are put in place which ensure that values of Alternative Average Fraction of Yearly Consumption (AAFYC_{HPR}) notified to the SVAA in accordance with BSCP 509 are input promptly into the Supplier Volume Allocation System.

6.2 Derivation of Settlement Register switching times for each Teleswitch Time Pattern Regime

6.2.1 The SVAA shall identify each Teleswitch Time Pattern Regime which is associated with one or more Standard Settlement Configurations of which at least one of such Standard Settlement Configurations:

- (a) defines a teleswitched metering configuration; and
- (b) is assigned to a Teleswitch Group.

6.2.2. For the purpose of carrying out the processes set out in this paragraph 6.2 which require the use of Teleswitch Contact Interval Data, the SVAA shall employ those Teleswitch Contact Interval Data which:

- (a) have been received by the SVAA pursuant to paragraph 5.2.3; and
- (b) are in respect of the UTC Days which start or end at spot times which fall within the Settlement Day then being processed.

6.2.3 If:

- (a) the SVAA has not received Teleswitch Contact Interval Data pursuant to paragraph 5.2.3 in respect of one or more of the UTC Days identified pursuant to paragraph 6.2.2 by the time specified in BSCP 508; or
- (b) the SVAA has received the data specified in paragraph (a) by the time specified in BSCP 508 but such data does not include Teleswitch Contact Interval Data in respect of each Teleswitch Group,

then the matters required to be determined under this paragraph 6.2 for the Settlement Day being processed shall be determined by reference to such default data as BSCP 508 requires to be employed for such purpose.

6.2.4 In respect of each Teleswitch Time Pattern Regime identified pursuant to paragraph 6.2.1 within each Teleswitch Group, the SVAA shall employ the Teleswitch Register Rules and Teleswitch Contact Rules in respect of such Teleswitch Time Pattern Regime (which have been notified to the SVAA by each Supplier required to so notify pursuant to paragraph 5.1.1) to determine the set of Teleswitch Intervals associated with such Teleswitch Time Pattern Regime for the Settlement Day being processed as follows:

- (a) by reference to the Teleswitch Contact Interval Data in respect of the Teleswitch Group being processed and the UTC Days identified pursuant to paragraph 6.2.2, the SVAA shall:

- (i) determine the state of each of the Teleswitch Contacts associated with any such Teleswitch Contact Rule at the start of such Settlement Day; and
 - (ii) identify each following spot time of the Settlement Day at which any of such Teleswitch Contacts associated with any such Teleswitch Contact Rule change state;
- (b) in respect of the spot time that is the start of Settlement Day and each spot time identified pursuant to paragraph (a), the SVAA shall, in chronological order of such spot times:
- (i) determine whether each such Teleswitch Contact Rule is satisfied for the period (the "**contact period**") commencing with such spot time and ending at the earlier of the next following spot time identified pursuant to paragraph (a) and the end of such Settlement Day;
 - (ii) determine whether each such Teleswitch Register Rule is satisfied for the contact period commencing with such spot time by reference to the results of the determination pursuant to paragraph (i) for the associated Teleswitch Contact Rules;
 - (iii)
 - (A) if any of such Teleswitch Register Rules is satisfied, determine that the Settlement Register associated with such Teleswitch Time Pattern Regime is recording metered consumption for the contact period; or
 - (B) if none of such Teleswitch Register Rules is satisfied, determine that the Settlement Register associated with such Teleswitch Time Pattern Regime is not recording metered consumption for the contact period;
 - (iv) if:
 - (A) the associated Settlement Register commences to record metered consumption at such spot time; or
 - (B) such spot time is the start of the Settlement Day and such Settlement Register is determined pursuant to this paragraph as recording metered consumption for the contact period commencing at such spot time,determine that such spot time is an Unadjusted Interval Start Time but, in any other case, such spot time shall not be an Unadjusted Interval Start Time; and
 - (v) if:
 - (A) the associated Settlement Register ceases to record metered consumption at such spot time; or
 - (B) such spot time is the end of the Settlement Day and such Settlement Register is determined pursuant to this paragraph as recording metered consumption for the contact period ending at such spot time;

determine that such spot time is an Unadjusted Interval End Time but, in any other case, such spot time shall not be an Unadjusted Interval End Time; and

- (c) the SVAA shall determine each Teleswitch Interval in such Settlement Day as a period starting at an Unadjusted Interval Start Time and ending at the next following Unadjusted Interval End Time.

6.3 Derivation of time pattern data

6.3.1 The SVAA shall carry out the process set out in this paragraph 6.3:

- (a) for each Teleswitch Time Pattern Regime in respect of which Teleswitch Intervals have been determined pursuant to paragraph 6.2 in respect of such Settlement Day; and
- (b) for each Time Pattern Regime in respect of which Clock Intervals have been received by the SVAA pursuant to paragraph 5.1.1 and which apply in respect of the Settlement Day then being processed.

6.3.2 The SVAA shall update each Time Pattern Regime identified pursuant to paragraph 6.3.1 to take account of the associated Teleswitch Intervals or, as the case may be, Clock Intervals that apply in respect of the Settlement Day then being processed.

6.4 Rounding of Time Pattern data

6.4.1 In respect of each Standard Settlement Configuration, the SVAA shall calculate a set of Adjusted Intervals pursuant to this paragraph 6.4, where subscript "(ai)" refers to a particular Adjusted Interval, subscript "X" refers to a Time Pattern Regime and subscript "R" refers to the combination of such a Time Pattern Regime and such Standard Settlement Configuration. The determinations set out in paragraphs 6.4.2 to 6.4.11 (inclusive) shall be carried out by the SVAA in the sequential order set out in such paragraphs. The determinations set out in paragraphs 6.4.2 to 6.4.6 (inclusive) shall be carried out in respect of a Specimen Settlement Day related to the Settlement Day then being processed and, if required pursuant to such paragraphs, the next following Specimen Settlement Day related to the Settlement Day then being processed.

6.4.2 The SVAA shall:

- (a) identify all Time Pattern Regimes associated with the Standard Settlement Configuration being processed;
- (b) in respect of each such Time Pattern Regime determine each Unadjusted Interval Start Time ($UIST_{X(ai)}$) as the time identified by reference to such Time Pattern Regime at which Settlement Registers associated with the Time Pattern Regime commence to record Metered Data and if such Settlement Registers are identified as recording Metered Data at the start of the Settlement Day, the start of the Settlement Day shall also be identified as an Unadjusted Interval Start Time;
- (c) for each Unadjusted Interval Start Time determined in respect of a Time Pattern Regime pursuant to paragraph (b) determine an associated Unadjusted Interval End Time ($UIET_{X(ai)}$) as the earlier of:

- (i) the next following time, identified by reference to such Time Pattern Regime, at which the Settlement Registers associated with the Time Pattern Regime cease to record Metered Data; and
 - (ii) the end of the Settlement Day; and
- (d) each such period beginning at an Unadjusted Interval Start Time and ending at its associated Unadjusted Interval End Time shall be known as an "**Unadjusted Interval**".

6.4.3 The SVAA shall identify each spot time of the Settlement Day at which an Unadjusted Interval Start Time or an Unadjusted Interval End Time occurs for one or more of the Time Pattern Regimes associated with the Standard Settlement Configuration being processed.

6.4.4 The SVAA shall in respect of each spot time identified pursuant to paragraph 6.4.3 carry out the determinations set out in this paragraph 6.4.4 save in the case where such spot time occurs at the start of a Settlement Period or, as the case may be, at the end of the Settlement Day being processed, in which case the provisions of paragraph 6.4.6 shall apply. The determinations set out in this paragraph 6.4.4 or, as the case may require, paragraph 6.4.6 shall be carried out for each such spot time in turn in chronological order of the occurrence of all such spot times associated with the Standard Settlement Configuration being processed. For the purposes of this paragraph 6.4.4 the Settlement Period within which the spot time under consideration falls shall be denoted as Settlement Period "J":

- (a) the Rounded-Up Spot Time associated with the spot time under consideration shall be determined to be the spot time at the start of the next following Settlement Period "J+1";
- (b) the Rounded-Down Spot Time associated with the spot time under consideration shall be determined as the start of the Settlement Period "J";
- (c) the Unrounded Duration ($UD_{X(ai)}$) of each Unadjusted Interval starting or ending at the spot time under consideration shall be determined as the time duration in minutes between its Unadjusted Interval Start Time and its associated Unadjusted Interval End Time. For the avoidance of doubt, the Unadjusted Interval End Time shall be later than the Unadjusted Interval Start Time, and this determination shall therefore result in a value of the Unrounded Duration which is a positive number of minutes;
- (d) the Rounded-Up Duration ($RUD_{R(ai)}$) of each Unadjusted Interval starting or ending at the spot time under consideration shall be determined as follows:
 - (i) if the Unadjusted Interval ends at such spot time, the Rounded-Up Duration of such Unadjusted Interval shall be the time duration in minutes between its associated Adjusted Interval Start Time as previously determined pursuant to this paragraph 6.4.4 and the Rounded-Up Spot Time associated with such spot time. In the case in which such Adjusted Interval Start Time is later in time than such Rounded-Up Spot Time the Rounded-Up Duration shall be a negative number of minutes and, in any other case, the Rounded-Up Duration shall be a positive number of minutes; or
 - (ii) if the Unadjusted Interval starts at such spot time, the Rounded-Up Duration of such Unadjusted Interval shall be the time duration in minutes between the Rounded-Up Spot Time associated with the spot time under consideration and the Interim Adjusted Interval End

Time determined pursuant to paragraph 6.4.5. In the case in which such Rounded-Up Spot Time is later in time than such Interim Adjusted Interval End Time the Rounded-Up Duration shall be a negative number of minutes and, in any other case, the Rounded-Up Duration shall be a positive number of minutes;

- (e) the Rounded-Down Duration ($RDD_{R(ai)}$) of each Unadjusted Interval starting or ending at the spot time under consideration shall be determined as follows:
- (i) if the Unadjusted Interval ends at such spot time, the Rounded-Down Duration of such Unadjusted Interval shall be the time duration in minutes between its associated Adjusted Interval Start Time as previously determined pursuant to this paragraph and the Rounded-Down Spot Time associated with such spot time. In the case in which such Adjusted Interval Start Time is later in time than such Rounded-Down Spot Time the Rounded-Down Duration shall be a negative number of minutes and, in any other case, the Rounded-Down Duration shall be a positive number of minutes; or
 - (ii) if the Unadjusted Interval starts at such spot time, the Rounded-Down Duration of such Unadjusted Interval shall be the time duration in minutes between the Rounded-Down Spot Time associated with the spot time under consideration and the Interim Adjusted Interval End Time determined pursuant to paragraph 6.4.5. In the case in which such Rounded-Down Spot Time is later in time than such Interim Adjusted Interval End Time the Rounded-Down Duration shall be a negative number of minutes and, in any other case, the Rounded-Down Duration shall be a positive number of minutes;
- (f) for every Unadjusted Interval with an Unadjusted Interval Start Time or an Unadjusted Interval End Time which falls at such spot time, a corresponding Adjusted Interval Start Time or, as the case may be, Adjusted Interval End Time shall be determined as follows. For the purpose of making such determinations each of the following paragraphs (i) to (vii) (inclusive) shall be considered in the order set out below. In considering such paragraphs the first such paragraph encountered where the condition specified in such paragraph is satisfied for such spot time shall be employed in the determination of the Adjusted Interval Start Time or, as the case may be, Adjusted Interval End Time and all of the following such paragraphs shall be ignored:
- (i) if the number of such Unadjusted Intervals for which $RUD_{R(ai)} < 0$ is less than the number of such Unadjusted Intervals for which $RDD_{R(ai)} < 0$, then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of the next following Settlement Period "J+1";
 - (ii) if the number of such Unadjusted Intervals for which $RUD_{R(ai)} < 0$ is greater than the number of such Unadjusted Intervals for which $RDD_{R(ai)} < 0$, then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of Settlement Period "J";
 - (iii) if the number of such Unadjusted Intervals for which $RUD_{R(ai)} = 0$ is less than the number of such Unadjusted Intervals for which

$RDD_{R(ai)} = 0$, then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of the next following Settlement Period "J+1";

(iv) if the number of such Unadjusted Intervals for which $RUD_{R(ai)} = 0$ is greater than the number of such Unadjusted Intervals for which $RDD_{R(ai)} = 0$, then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of Settlement Period "J";

(v) if $\sum_{(ai)} (RUD_{R(ai)} - UD_{X(ai)})^2 < \sum_{(ai)} (RDD_{R(ai)} - UD_{X(ai)})^2$

then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of the next following Settlement Period "J+1";

(vi) if $\sum_{(ai)} (RUD_{R(ai)} - UD_{X(ai)})^2 > \sum_{(ai)} (RDD_{R(ai)} - UD_{X(ai)})^2$

then each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of Settlement Period "J"; or

(vii) in any other case, each corresponding Adjusted Interval Start Time and Adjusted Interval End Time shall be determined to be the start time of Settlement Period "J"; and

(g) if a determination set out in paragraph (f) above in respect of a spot time results in an Adjusted Interval End Time which falls at the same spot time as the associated Adjusted Interval Start Time falls, then such Adjusted Interval End Time shall be re-determined such that it falls at the start time of the next following Settlement Period and such re-determination shall be made before the next spot time identified pursuant to paragraph 6.4.3 is processed pursuant to this paragraph.

6.4.5 Where the SVAA is required pursuant to paragraph 6.4.4 to determine an Interim Adjusted Interval End Time in respect of an Unadjusted Interval, such Interim Adjusted Interval End Time ($AIET_{X(ai)}$) shall be determined as follows:

(a) let the Settlement Period within which the relevant $UIET_{X(ai)}$ falls be identified as Settlement Period J1;

(b) if the duration of the period which begins at the start of Settlement Period J1 and ends at $UIET_{X(ai)}$ is less than half the Settlement Period Duration then the Interim Adjusted Interval End Time shall be set as the start time of Settlement Period J1; and

(c) if the duration of the period which begins at the start of Settlement Period J1 and ends at $UIET_{X(ai)}$ is equal to half the Settlement Period Duration and the start time of Settlement Period J1 is an exact hour then the Interim Adjusted Interval End Time shall be set as the start time of Settlement Period J1;

but in any other case the Interim Adjusted Interval End Time shall be set as the start time of the next following Settlement Period (J1+1).

6.4.6 The provisions of this paragraph 6.4.6 apply in the case where a spot time identified pursuant to paragraph 6.4.4 occurs at the start of a Settlement Period or, as the case may be, the end of the Settlement Day being processed. In such case then:

- (a) for any Unadjusted Interval Start Time which occurs at such spot time its associated Adjusted Interval Start Time shall be determined to be that same spot time; and
- (b) for any Unadjusted Interval End Time which occurs at such spot time its associated Adjusted Interval End Time shall be determined to be that same spot time.

6.4.7 If the Time Pattern Regime is classified as being in "local time" then the Adjusted Interval Start Times and Adjusted Interval End Times associated with such Time Pattern Regime and Standard Settlement Configuration determined pursuant to paragraphs 6.4.2 to 6.4.6 (inclusive) shall be construed as being in UK local time on such Settlement Day "D" or, as the case may be, the next following Settlement Day "D + 1". For the purposes of this paragraph 6.4.7 and paragraph 6.4.9 such next following Settlement Day "D + 1" is a Replica Settlement Day related to Settlement Day "D". The following provisions shall also apply if the Settlement Day "D" then being processed is a Settlement Day on which there is a Clock Change:

- (a) if there is an additional (repeated) hour or hours in such Settlement Day "D" as compared with a related Specimen Settlement Day, then any Adjusted Interval Start Time and Adjusted Interval End Time which would as a result of this operation occur at an hour spot time or, as the case may be, half hour spot time that occurs more than once in such Settlement Day shall be construed so that such Adjusted Interval Start Time or, as the case may be, Adjusted Interval End Time occurs at the first occurrence of the hour spot time or, as the case may be, half hour spot time in such Settlement Day "D"; or
- (b) if there is an hour or hours fewer in such Settlement Day "D" as compared with a related Specimen Settlement Day, then each Adjusted Interval Start Time and Adjusted Interval End Time which would, if this operation were done in respect of such Specimen Settlement Day, occur at a spot time on such Specimen Settlement Day and which spot time does not exist on the Settlement Day "D", shall be adjusted so that it occurs at the first following spot time on such Settlement Day "D" which does exist.

6.4.8 If the Time Pattern Regime is classified as being in "GMT" as distinct from "local time" then the Adjusted Interval Start Times and Adjusted Interval End Times determined pursuant to paragraphs 6.4.2 to 6.4.6 (inclusive) shall be construed as being in Greenwich Mean Time. Such times shall then be converted to the corresponding UK local time on the Settlement Day "D" then being processed, taking due account of any Clock Change applying to UK local time on such Settlement Day "D". For the avoidance of doubt such adjustments may result in Adjusted Interval Start Times or Adjusted Interval End Times which fall in the next following Settlement Day "D + 1". For the purposes of this paragraph 6.4.8 and paragraph 6.4.9 such Settlement Day "D + 1" is a Replica Settlement Day related to Settlement Day "D".

6.4.9 If any Adjusted Interval Start Time or Adjusted Interval End Time determined pursuant to paragraphs 6.4.2 to 6.4.8 (inclusive) occurs at a spot time in Settlement Day "D+1", such Settlement Day being that next following the Settlement Day, "D", on which the associated Unadjusted Interval Start Time or, as the case may be, Unadjusted Interval End Time falls, such Adjusted Interval Start Time or, as the case may be, Adjusted Interval End Time shall

be modified so that it occurs on Settlement Day "D" at the same spot time as it had, before such modification, occurred on Settlement Day "D+1".

6.4.10 An Adjusted Interval shall be determined as a period of time starting at and including an Adjusted Interval Start Time and ending on but not including the associated Adjusted Interval End Time save in the case where a modification has been made pursuant to paragraph 6.4.9. In such case there shall be two Adjusted Intervals as follows:

- (a) a period of time starting at and including the Adjusted Interval Start Time and ending on but not including the end of the Settlement Day "D"; and
- (b) a period of time starting at and including the start time of Settlement Day "D" and ending on but not including the Adjusted Interval End Time associated with such Adjusted Interval Start Time.

6.4.11 In respect of each combination of Time Pattern Regime and Standard Settlement Configuration "R", the SVAA shall determine a Period Time Pattern State Indicator (Q_{Rj}) for each Settlement Period as follows:

- (a) if the start time of such Settlement Period falls at an Adjusted Interval Start Time or any time within an Adjusted Interval associated with such Time Pattern Regime determined pursuant to this paragraph 6.4 then:

$$Q_{Rj} = 1; \text{ and}$$

- (b) in any other case $Q_{Rj} = 0$.

6.5 Evaluation of Basic Period Profile Coefficients for each Time Pattern Regime

6.5.1 In respect of each GSP Group for each Settlement Day, the SVAA shall determine the Noon Effective Temperature (NET_H) as:

$$NET_H = 0.57T_{HT} + 0.28T_{HT-1} + 0.15T_{HT-2}$$

where T_{HT} , T_{HT-1} and T_{HT-2} are the Grid Supply Point Group Measured Temperatures procured from the Temperature Provider pursuant to paragraph 5.2.2 for GSP Group "H" in respect of Settlement Day "D", "D-1" and "D-2" respectively and where Settlement Day "D" is the then current Settlement Day, Settlement Day "D-1" is the immediately preceding Settlement Day and Settlement Day "D-2" is the Settlement Day immediately preceding that designated as "D-1".

6.5.2 In respect of each ~~GSP Group "H" for each~~ Settlement Day, the SVAA shall determine the Sunset Variable (S_{HS}) from the Time of Sunset data provided pursuant to paragraph 5.1.6 as follows:

- (a) the Sunset Time ($SUNT_H$) in respect of the Settlement Day ~~and GSP Group~~ is the time duration in minutes from the start of the Settlement Day to the time of sunset ~~for the relevant GSP Group~~ determined with reference to the Time of Sunset data;
- (b) SIX_PM is the time duration in minutes from the start of the Settlement Day to 1800 hours Greenwich Mean Time on that Settlement Day; and
- (c) the Sunset Variable (S_{HS}) shall be determined as:

$$S_{HS} = SUNT_H - SIX_PM.$$

6.5.3 In respect of each Profile "Q" of each Profile Class "P" within a GSP Group "H", the SVAA shall determine a set of Basic Period Profile Coefficients (P_{HQj}) as set out in paragraphs (a) to (f) (inclusive):

- (a) for the purposes of this paragraph the values of $MRC_{Q(aa)(nn)j}$ are the values of the Matrix of Regression Coefficients supplied for the time being and from time to time by the Profile Administrator where the subscript "(nn)" represents individual values of $MRC_{Q(aa)(nn)j}$ and such subscript takes values between 0 and 7 inclusive;
- (b) for the avoidance of doubt and for the purpose of this paragraph 6.5 the subscript "j" represents Settlement Periods of the Settlement Day. In both of the cases (i) and (ii), the number of Settlement Periods in respect of which values of $MRC_{Q(aa)(nn)j}$ are supplied by the Profile Administrator may not correspond to the number of Settlement Periods in the Settlement Day under consideration. In such cases the values of $MRC_{Q(aa)(nn)j}$ supplied shall be employed in the determination of values of Basic Period Profile Coefficient (P_{HQj}) pursuant to this paragraph 6.5. Such values of Basic Period Profile Coefficient shall subsequently be allocated to specific Settlement Periods of the Settlement Day under consideration:
 - (i) in the case of a Baseload Profile and when there is Clock Change on the Settlement Day under consideration only, such allocation shall be made pursuant to paragraph 6.5.4; or
 - (ii) in the case of a Profile associated with switched load such allocation shall be made pursuant to paragraph 6.6. For the avoidance of doubt, in this case (ii) such allocation may not result in a value of Basic Period Profile Coefficient for every Settlement Period in the Settlement Day;
- (c) the Regression Coefficients ($RC_{HQ(nn)j}$) shall be determined as equal to the value of those coefficients $MRC_{Q(aa)(nn)j}$ which apply in respect of the [relevant Profile "Q" and the Analysis Class "\(aa\)" which is identified by the data procured from the Profile Administrator pursuant to paragraph 5.1.4 as being](#) relevant to the given Settlement Day and ~~in respect of the relevant Profile "Q" GSP Group~~;
- (d) for the avoidance of doubt, a value of $RC_{HQ(nn)j}$ shall not be determined pursuant to paragraph (c) and shall not be set to zero in respect of any Settlement Period "j" for which a value of $MRC_{Q(aa)(nn)j}$ is not defined. This paragraph (d) shall also apply *mutatis mutandis* in respect of the determinations of values of Estimated Regional Average Demand Per Customer (\bar{y}_{HQj}) and Basic Period Profile Coefficient pursuant to paragraphs (e) and (f);
- (e) the Estimated Regional Average Demand Per Customer (\bar{y}_{HQj}) shall be determined as:

$$\bar{y}_{HQj} = RC_{HQ0j} + (RC_{HQ1j} * Mon_T) + (RC_{HQ2j} * Wed_T) + (RC_{HQ3j} * Thu_T) + (RC_{HQ4j} * Fri_T) + (RC_{HQ5j} * NET_H) + (RC_{HQ6j} * S_H S) + (RC_{HQ7j} * (S_H S)^2);$$

where $Mon_T = 1$ if Settlement Day "D" is a Monday or in any other case $Mon_T = 0$; and

Wed_T , Thu_T and Fri_T are determined *mutatis mutandis* to Mon_T but as if references to Settlement Day "D" were to a Wednesday, a Thursday or, as the case may be, a Friday; and

- (f) in respect of each value of Estimated Regional Demand Per Customer determined pursuant to paragraph (e) a value of Basic Period Profile Coefficient (P_{HQj}) shall be determined as:

$$P_{HQj} = \max(\bar{y}_{HQj} / (GAAC_{HQ} * 2000), 0)$$

where $GAAC_{HQ}$ is the Group Average Annual Consumption procured, for the time being and from time to time, from the Profile Administrator pursuant to paragraph 5.1.4.

6.5.4 If the Settlement Day "D" is a Settlement Day on which there is a Clock Change then each set of Basic Period Profile Coefficients corresponding to a Profile "Q" determined pursuant to paragraph 6.5.3 shall be modified as follows, save where the Profile "Q" is a switched load Profile in which case the relevant set of Basic Period Profile Coefficients shall not be modified. In the circumstances described in this paragraph, the value of subscript "j" for each value of Basic Period Profile Coefficient determined pursuant to paragraph 6.5.3 and which is to be modified pursuant to this paragraph shall, prior to such modification only, denote the Settlement Period "j" of the related Specimen Settlement Day to which such value corresponds. The terms "lost", "fewer" and "additional" when applied to hours in the Settlement Day "D" on which there is a Clock Change shall be construed as a comparison with such Specimen Settlement Day:

- (a) if there is an hour or hours fewer in the Settlement Day "D" then the relevant Basic Period Profile Coefficients in respect of the Settlement Periods corresponding to the hours lost on such Settlement Day "D" shall be deleted and each such value of the resulting reduced set of Basic Period Profile Coefficients shall be re-labelled with new values of subscript "j" in the same order as the original set so that each value of the set corresponds to a Settlement Period that exists on such Settlement Day "D" and each such Settlement Period is associated with one value of the Basic Period Profile Coefficient set;
- (b) if there is an additional (repeated) hour or hours in the Settlement Day "D" then the relevant Basic Period Profile Coefficients in respect of the second occurrence of any hour or hours shall be determined by linear interpolation pursuant to paragraph 3.6 of Annex X-2 save in the circumstances described in paragraph (c) in which case the determination described there shall be performed. The resulting increased set of Basic Period Profile Coefficients shall be re-labelled with new values of subscript "j" in the same order as the original set with the insertion of the additional values of Basic Period Profile Coefficient at the appropriate point in the sequence of values to correspond to the second occurrence of any hour or hours so that each value of the set corresponds to a Settlement Period that exists on such Settlement Day "D" and each such Settlement Period is associated with one value of the Basic Period Profile Coefficient set. For this purpose each Settlement Period (including those in respect of the second occurrence of any hour or hours) on such Settlement Day "D" starting from the Settlement Period immediately preceding the second occurrence of any hour or hours to the Settlement Period immediately following such second occurrence of any hour or hours shall be labelled in chronological order with ascending equally spaced values of z_n , starting from z_0 . For the purposes of paragraph 3.6 of Annex X-2:

x_0 shall take the value of z_0 ;

x_1 shall take the value of z_N where N is the highest value of n;

each ascending value of x_i shall take the next ascending value of z_n starting with z_1 and ending with z_{N-1} , each corresponding to one of the Settlement Periods for which a value of Basic Period Profile Coefficient is required to be determined, and the related spot value y_i shall be the required value of such Basic Period Profile Coefficient;

y_0 shall take the value of the Basic Period Profile Coefficient for the Settlement Period labelled z_0 ; and

y_1 shall take the value of the Basic Period Profile Coefficient for the Settlement Period labelled z_N ; or

- (c) if there is an additional (repeated) hour or hours in the Settlement Day "D" and the Clock Change causing such additional hour(s) takes place at the end of the Settlement Day "D" then the relevant Basic Period Profile Coefficients in respect of the second occurrence of any hour or hours shall be determined as follows. The resulting increased set of Basic Period Profile Coefficients shall be re-labelled with new values of subscript "j" in the same manner as described in paragraph (b). For the purposes of this paragraph (c) each Settlement Period (including those in respect of the second occurrence of any hour or hours) on such Settlement Day "D" starting from the Settlement Period which immediately precedes the Settlement Period which itself immediately precedes the second occurrence of any hour or hours to the last Settlement Period of the Settlement Day "D" shall be labelled in chronological order with ascending equally spaced values of z_n ; starting from z_0 . For the purposes of paragraph 3.6 of Annex X-2:

x_0 shall take the value of z_0 ;

x_1 shall take the value of z_1 ;

each ascending value of x_i shall take the next ascending value of z_n starting with z_2 and ending with z_N where N is the highest value of n, each corresponding to one of the Settlement Periods for which a value of Basic Period Profile Coefficient is required to be determined, and the related spot value y_i shall be the required value of such Basic Period Profile Coefficient;

y_0 shall take the value of the Basic Period Profile Coefficient for the Settlement Period labelled z_0 ;

y_1 shall take the value of the Basic Period Profile Coefficient for the Settlement Period labelled z_1 ; and

$$y_i = \max(y_1 + (y_1 - y_0) * (i-1), 0).$$

6.6 Calculation of Normal Register Profile Coefficients and Low Register Profile Coefficients for Switched Load Metering Systems

6.6.1 The SVAA shall carry out the determinations set out in this paragraph 6.6 in respect of each Settlement Day "D", each GSP Group "H" and each valid combination of Profile Class "P" and Standard Settlement Configuration "C" for Switched Load Metering Systems.

6.6.2 In respect of each Standard Settlement Configuration "C" identified pursuant to paragraph 6.6.1, the SVAA shall determine a Switched Load State Indicator (SQ_{Cj}) as follows:

- (a) if for any Time Pattern Regime associated with the switched load within such Standard Settlement Configuration:
- $Q_{Rj} = 1$ then $SQ_{Cj} = 1$; and
- (b) in any other case $SQ_{Cj} = 0$
- 6.6.3 In respect of each Standard Settlement Configuration "C" identified pursuant to paragraph 6.6.1 the SVAA shall determine a set of Modified Switched Load State Indicators ($SQNEW_{Cj}$) pursuant to paragraphs 6.6.4 to 6.6.10 (inclusive). For the purposes of such paragraphs each Settlement Period in a Settlement Day shall be ordered in chronological order of such Settlement Periods and shall be labelled with ascending integer values of j, the first Settlement Period of such Settlement Day being labelled as $j = 1$.
- 6.6.4 If the set of Switched Load State Indicators (SQ_{Cj}) associated with the Standard Settlement Configuration then being processed has a value of zero for each Settlement Period "j" of the Settlement Day then being processed, then the SVAA shall determine a Modified Switched Load State Indicator for each such Settlement Period as follows:
- (a) for first two Settlement Periods of such Settlement Day, such Settlement Periods being labelled as $j=1$ and $j=2$ respectively, then:
- $SQNEW_{C1} = 1$ and $SQNEW_{C2} = 1$; and
- (b) for every other Settlement Period of such Settlement Day:
- $SQNEW_{Cj} = SQ_{Cj}$
- 6.6.5 Paragraph 6.6.6 shall apply in the case where the set of Switched Load State Indicators associated with the Standard Settlement Configuration and Settlement Day then being processed has:
- (a) a value of one for a single Settlement Period of such Settlement Day (for the purposes of paragraph 7.6.6 such Settlement Period being labelled "J1"); and
- (b) a value of zero for every other Settlement Period of the Settlement Day then being processed.
- 6.6.6 Where this paragraph applies then the SVAA shall determine a Modified Switched Load State Indicator ($SQNEW_{Cj}$) for each Settlement Period of the Settlement Day then being processed as follows:
- (a) if the Settlement Period labelled as "J1" is the last Settlement Period of the Settlement Day then being processed then:
- (i) for the Settlement Period labelled as "J1-1" only, being the Settlement Period immediately preceding that Settlement Period labelled "J1" pursuant to paragraph 6.6.5 in the chronological order of Settlement Periods:
- $SQNEW_{CJ1-1} = 1$; and
- (ii) for every other Settlement Period of such Settlement Day:
- $SQNEW_{Cj} = SQ_{Cj}$; or
- (b) in any other case:

- (i) for the Settlement Period labelled as "J1+1" only, being the Settlement Period next following that Settlement Period labelled "J1" pursuant to paragraph 6.6.5 in the chronological order of Settlement Periods:

$$SQNEW_{C_{J1+1}} = 1 ; \text{ and}$$

- (ii) for every other Settlement Period of such Settlement Day:

$$SQNEW_{C_j} = SQ_{C_j}$$

6.6.7 If the set of Switched Load State Indicators (SQ_{C_j}) associated with the Standard Settlement Configuration and Settlement Day then being processed have values which satisfy the condition that:

$$\sum_j SQ_{C_j} > 47$$

then the SVAA shall determine a Modified Switched Load State Indicator ($SQNEW_{C_j}$) for each Settlement Period of such Settlement Day as follows:

- (a) for the purposes of this paragraph the SVAA shall label each such Settlement Period in the chronological order of such Settlement Periods for which the condition that $SQ_{C_j} = 1$ is true with ascending integer values of "J" commencing with a value of $J = 1$ but shall not so label any Settlement Period for which such condition is not true;

- (b) for each Settlement Period "j" which is labelled with a value of "J" pursuant to paragraph (a) and where such value is greater than forty-seven, then:

$$SQNEW_{C_j} = 0 ; \text{ and}$$

- (c) for every other Settlement Period of such Settlement Day:

$$SQNEW_{C_j} = SQ_{C_j}$$

6.6.8 Paragraph 6.6.9 shall apply in the case where the set of Switched Load State Indicators associated with the Standard Settlement Configuration and Settlement Day then being processed has:

- (a) a value of one for each Settlement Period "j" of the Settlement Day then being processed; and

- (b) such Settlement Day is a Settlement Day on which there is a Clock Change and there are less than 48 Settlement Periods in such Settlement Day.

6.6.9 Where this paragraph applies then the SVAA shall determine a Modified Switched Load State Indicator ($SQNEW_{C_j}$) for each Settlement Period of the Settlement Day then being processed as follows:

- (a) for the last Settlement Period "jlast" of such Settlement Day:

$$SQNEW_{C_{jlast}} = 0 ; \text{ and}$$

- (b) for every other Settlement Period of such Settlement Day:

$$SQNEW_{C_j} = SQ_{C_j}$$

6.6.10 In the case where the provisions of paragraphs 6.6.4, 6.6.6, 6.6.7 or, as the case may be, 6.6.9 do not apply, the SVAA shall determine values of Modified Switched Load State Indicator ($SQNEW_{Cj}$) for each Settlement Period of the Settlement Day then being processed as follows:

$$SQNEW_{Cj} = SQ_{Cj}$$

6.6.11 The SVAA shall determine the On Period Duration (OD_C) as:

$$OD_C = \sum_j SQNEW_{Cj}$$

6.6.12 The SVAA shall identify the Longest Off Period as the longest period of contiguous Settlement Periods in the Settlement Day being processed for which the condition that $SQNEW_{Cj} = 0$ for each such Settlement Period "j" is true, provided that:

- (a) if for both the first Settlement Period and the last Settlement Period of the Settlement Day being processed the condition $SQNEW_{Cj} = 0$ is true for both such Settlement Periods, then:
 - (i) if for every Settlement Period of such Settlement Day the condition $SQNEW_{Cj} = 0$ is true the SVAA shall not determine Normal Register Profile Coefficients or Low Register Coefficients pursuant to this paragraph for the combination of Profile Class, Standard Settlement Configuration, GSP Group and Settlement Day then being processed; or
 - (ii) in any other case, for the purposes of identifying the Longest Off Period, the two periods identified as follows shall be considered as a single period of contiguous Settlement Periods in such Settlement Day for which the condition that $SQNEW_{Cj} = 0$ for each such Settlement Period "j" is true:
 - (A) the period commencing at the start of the first Settlement Period of such Settlement Day and ending at the start time of the next following Settlement Period in chronological order of Settlement Periods for which $SQNEW_{Cj} = 1$; and
 - (B) the period commencing at the start of the last Settlement Period "j" of such Settlement Day for which $SQNEW_{Cj} = 0$ and $SQNEW_{Cj-1} = 1$ and ending at the end of such Settlement Day;
- (b) if there is no Settlement Period "j" of such Settlement Day for which $SQNEW_{Cj} = 0$, the SVAA shall identify that there is no Longest Off Period and shall perform the actions specified in paragraph 6.6.14 (a); and
- (c) if there are two or more separate periods of equal duration each of which would, if that other period or, as the case may be, those other periods of equal duration did not exist, satisfy the condition to be the Longest Off Period pursuant to this paragraph, the SVAA shall identify that there is no unique Longest Off Period and shall identify the Longest On Period pursuant to paragraph 6.6.13.

6.6.13 In the case in which paragraph 6.6.12(c) applies, the SVAA shall identify the Longest On Period as the longest period of contiguous Settlement Periods in the Settlement Day being processed for which the condition that $SQNEW_{Cj} = 1$ for each such Settlement Period "j"

is true, provided that if there are two or more separate periods of equal duration each of which would, if that other period or, as the case may be, those other periods of equal duration did not exist, satisfy the condition to be the Longest On Period pursuant to this paragraph, the SVAA shall identify the last such period in chronological order of such periods as the Longest On Period.

6.6.14 In respect of each Standard Settlement Configuration "C" identified pursuant to paragraph 6.6.1, the SVAA shall label those Settlement Periods of the Settlement Day for which $SQNEW_{Cj}$ has a value of 1 as follows:

- (a) if the SVAA has identified pursuant to paragraph 6.6.12(b) that there is no Longest Off Period, the SVAA shall label the first Settlement Period of such Settlement Day as $J=1$ and then shall label the subsequent Settlement Periods in that Settlement Day in ascending chronological order with ascending integer values of J so that each Settlement Period of the Settlement Day for which $SQNEW_{Cj} = 1$ is labelled with a unique value J ;
- (b) if the Longest Off Period identified pursuant to paragraph 6.6.12 comprises the two periods specified in paragraph 6.6.12(a)(ii), the SVAA shall label the first Settlement Period of the Settlement Day for which $SQNEW_{Cj} = 1$ as $J=1$ and then shall label the subsequent Settlement Periods in that Settlement Day for which $SQNEW_{Cj} = 1$ in ascending chronological order with ascending integer values of J so that each Settlement Period of the Settlement Day for which $SQNEW_{Cj} = 1$ is labelled with a unique value J ;
- (c) if the SVAA identifies that there is no unique Longest Off Period pursuant to paragraph 6.6.12(c) and therefore identifies a Longest On Period pursuant to paragraph 6.6.13, the SVAA shall label the first Settlement Period of such Longest On Period in the chronological order of Settlement Periods as $J=1$ and then shall label the other Settlement Periods of such Settlement Day for which $SQNEW_{Cj} = 1$ pursuant to paragraph 6.6.15; or
- (d) in any other case, the SVAA shall label the Settlement Period immediately following the last Settlement Period of the Longest Off Period in chronological order of Settlement Periods as $J=1$ and then shall label the other Settlement Periods of such Settlement Day for which $SQNEW_{Cj} = 1$ pursuant to paragraph 6.6.15.

6.6.15 In the circumstances when this paragraph 6.6.15 applies pursuant to paragraph 6.6.14(c) or paragraph 6.6.14(d) the SVAA shall:

- (a) label with ascending integer values of J each Settlement Period subsequent to that labelled as $J=1$ pursuant to paragraph 6.6.14(c) or 6.6.14(d), as the case may be, in the Settlement Day being processed for which $SQNEW_{Cj} = 1$ counting forwards in time up to and including the last such Settlement Period of such Settlement Day and for the purposes of this paragraph the value of J for this last such Settlement Period is referred to as "End_ J ";
- (b) label the first Settlement Period of the Settlement Day for which $SQNEW_{Cj} = 1$ and which has not been labelled with a value of J pursuant to paragraph (a) with the value $J = \text{End_}J + 1$; and
- (c) then label the subsequent Settlement Periods in the Settlement Day for which $SQNEW_{Cj} = 1$ and which have not been labelled with a value of J pursuant to paragraph (a) or (b) in ascending chronological order with ascending integer

values of J so that each Settlement Period in the Settlement Day for which $SQNEW_{Cj} = 1$ is labelled with a unique value J.

6.6.16 In respect of each Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" identified pursuant to paragraph 6.6.1, the SVAA shall:

- (a) identify the set of Basic Period Profile Coefficients (P_{HQj}) which correspond to he particular switched load profile "Q" of such Profile Class and for which the number of values of P_{HQj} is equal to the On Period Duration; and
- (b) determine the set of values of Switched Load Profile Coefficient (SLP_{HPCj}) as follows:
 - (i) for the Settlement Period identified by $J=1$ pursuant to paragraph 6.6.14 the Switched Load Profile Coefficient (SLP_{HPCj}) shall take the first value of P_{HQj} from the set of P_{HQj} determined pursuant to paragraph (a) counting in ascending order of j values of P_{HQj} ; and
 - (ii) for each Settlement Period identified by the next ascending value of J pursuant to paragraph 6.6.14 or, as the case may be, paragraph 6.6.15 the Switched Load Profile Coefficient SLP_{HPCj} shall take the next value of P_{HQj} from the set of P_{HQj} determined pursuant to paragraph (a) counting in ascending order of j values of P_{HQj} which have not already been used in the determination of a value of SLP_{HPCj} pursuant to this paragraph (b) until there has been determined a value of SLP_{HPCj} for each Settlement Period identified by a value J.

6.6.17 In respect of each Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" identified pursuant to paragraph 6.6.1 using the set of values of Basic Period Profile Coefficient (P_{HQj}) which correspond to the Baseload Profile of the associated Profile Class "P" (such values being the "Baseload Profile Coefficients (BAP_{HQj})"), the SVAA shall:

- (a) determine the Low Fraction Consumption (H_{HPC}) as follows:

$$K1_{HPC} = \sum_{ON} BAP_{HQj};$$

$$K2_{HPC} = \sum_{OFF} BAP_{HQj}; \text{ and}$$

$$H_{HPC} = K1_{HPC} / K2_{HPC}$$

where \sum_{ON} is the summation over all Settlement Periods in the Settlement Day for which $SQNEW_{Cj} = 1$; and

\sum_{OFF} is the summation over all Settlement Periods in the Settlement Day for which $SQNEW_{Cj} = 0$;

- (b) determine the Low Fraction ($LOWF_{HPC}$) as the sum of the Average Fraction Of Yearly Consumption ($AFYC_{HPR}$) for all Time Pattern Regimes "X" associated with the Standard Settlement Configuration "C" which are associated with switched load, save in the case where values of Alternate Average Fraction of Yearly Consumption ($AAFYC_{HPR}$) have been notified to the SVAA for Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" in accordance with paragraph 6.1.2, in which case determine the Low Fraction ($LOWF_{HPC}$) as the sum of the Alternate Average Fraction Of Yearly

Consumption ($AAFYC_{HPR}$) for all Time Pattern Regimes "X" associated with the Standard Settlement Configuration "C" which are associated with switched load;

- (c) determine the Normal Fraction (NF_{HPC}) as the sum of the Average Fraction Of Yearly Consumption ($AFYC_{HPR}$) for all Time Pattern Regimes "X" associated with the Standard Settlement Configuration "C" which are not associated with switched load, save in the case where values of Alternate Average Fraction of Yearly Consumption ($AAFYC_{HPR}$) have been notified to the SVAA for Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" in accordance with paragraph 6.1.2, in which case determine the Normal Fraction (NF_{HPC}) as the sum of the Alternate Average Fraction Of Yearly Consumption ($AAFYC_{HPR}$) for all Time Pattern Regimes "X" associated with the Standard Settlement Configuration "C" which are not associated with switched load;

- (d) determine the Base Fraction (BF_{HPC}) and the Switched Fraction (SW_{HPC}) as follows:

$$BF_{HPC} = (1 + H_{HPC}) * NF_{HPC}; \text{ and}$$

$$SW_{HPC} = LOW_{HPC} - (H_{HPC} * NF_{HPC}); \text{ and}$$

- (e) in respect of each Settlement Period of the Settlement Day determine the Normal Register Profile Coefficients ($NRPC_{HPCj}$) and the Low Register Profile Coefficients ($LRPC_{HPCj}$) as follows:

- (i) if for such Settlement Period "j", $SQ_{Cj} = 1$, then:

$$LRPC_{HPCj} = \max(((BAP_{HQj} * BF_{HPC}) + (SLP_{HPCj} * SW_{HPC})), 0); \text{ and}$$

$$NRPC_{HPCj} = 0; \text{ or}$$

- (ii) if for such Settlement Period "j", $SQ_{Cj} = 0$, then:

$$LRPC_{HPCj} = 0; \text{ and}$$

$$NRPC_{HPCj} = \max((BAP_{HQj} * BF_{HPC}), 0).$$

6.7 Calculation of Period Profile Class Coefficients for each Time Pattern Regime

6.7.1 In respect of each Settlement Day, each GSP Group "H" and each valid combination of Profile Class "P" and Standard Settlement Configuration "C", the SVAA shall determine the Period Profile Class Coefficients ($PPCC_{HPRj}$) for each combination of Time Pattern Regime associated with such Standard Settlement Configuration and such Standard Settlement Configuration "R" as follows:

- (a) if the Profile Class "P" represents Switched Load Metering Systems then:

- (i) if the combination of Standard Settlement Configuration and Time Pattern Regime "R" is associated with meter registers which measure switched load within such Switched Load Metering Systems, then:

$$PPCC_{HPRj} = LRPC_{HPCj} * Q_{Rj} / AFYC_{HPR}$$

save in the case where values of Alternate Average Fraction of Yearly Consumption ($AAFYC_{HPR}$) have been notified to the SVAA

for Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" in accordance with paragraph 6.1.2, in which case:

$$PPCC_{HPRj} = LRPC_{HPCj} * Q_{Rj} / AAFYC_{HPR}; \text{ or}$$

- (ii) if the combination of Standard Settlement Configuration and Time Pattern Regime "R" is associated with meter registers within such Switched Load Metering Systems which measure loads other than the switched loads, then:

$$PPCC_{HPRj} = NRPC_{HPCj} * Q_{Rj} / AFYC_{HPR}$$

save in the case where values of Alternate Average Fraction of Yearly Consumption (AAFYC_{HPR}) have been notified to the SVAA for Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" in accordance with paragraph 6.1.2, in which case:

$$PPCC_{HPRj} = NRPC_{HPCj} * Q_{Rj} / AAFYC_{HPR}; \text{ or}$$

- (b) in any other case,

$$PPCC_{HPRj} = P_{HQj} * Q_{Rj} / AFYC_{HPR}$$

save in the case where values of Alternate Average Fraction of Yearly Consumption (AAFYC_{HPR}) have been notified to the SVAA for Profile Class "P" and Standard Settlement Configuration "C" within a GSP Group "H" in accordance with paragraph 6.1.2, in which case

$$PPCC_{HPRj} = P_{HQj} * Q_{Rj} / AAFYC_{HPR};$$

where P_{HQj} are the Basic Period Profile Coefficients determined pursuant to paragraph 6.5 for the profile "Q" associated with the Profile Class "P".

6.8 Calculation of Daily Profile Coefficients

- 6.8.1 In respect of each Settlement Day "D", each GSP Group "H" and each valid combination of Profile Class "P" and Time Pattern Regime within Standard Settlement Configuration "R", the SVAA shall determine a Daily Profile Coefficient (DPC_{HPRt}) as:

$$DPC_{HPRt} = \sum_j PPCC_{HPRj}$$

and the SVAA shall notify the values of Daily Profile Coefficient so determined to each Non Half Hourly Data Collector.

7. HALF HOURLY METERING SYSTEM CONSUMPTION

7.1 Determination of Half Hourly Consumption (Non Losses) by Supplier

- 7.1.1 For each Supplier's Metered Consumption (SMC_{HZaNj}) value provided pursuant to paragraph 3.5.11, the SVAA shall determine the BM Unit's Metered Consumption (BMMC_{iaNj}) by assigning the Supplier's Metered Consumption value to the BM Unit "i" which is the Base BM Unit for the Supplier "Z" and GSP Group "H" to which the value of Supplier's Metered Consumption applies.

- 7.1.2 The SVAA shall determine the Half Hourly Consumption (Non Losses) (C_{iNj}) within Consumption Component Class "N" (which Consumption Component Class shall not be a Consumption Component Class for line losses) for each Supplier BM Unit "i" according to the following formula:

$$C_{iNj} = \sum_a BMMC_{iaNj}$$

where BM Unit's Metered Consumption ($BMMC_{iaNj}$) are determined pursuant to paragraphs 3.6.4 and 7.1.1.

7.2 Determination of Half Hourly Consumption (Losses) by Supplier

- 7.2.1 For each Supplier's Metered Consumption (Losses) ($SMCL_{HZaNj}$) value provided pursuant to paragraph 3.5.12, the SVAA shall determine the BM Unit's Metered Consumption (Losses) ($BMMCL_{iaNj}$) by assigning the Supplier's Metered Consumption (Losses) value to the BM Unit "i" which is the Base BM Unit for the Supplier "Z" and GSP Group "H" to which the value of Supplier's Metered Consumption (Losses) applies.

- 7.2.2 The SVAA shall determine the Half Hourly Consumption (Losses) ($CLOSS_{iNj}$) within Consumption Component Class "N" (which Consumption Component Class shall be a Consumption Component Class for line losses) for each Supplier BM Unit "i" according to the following formula:

$$CLOSS_{iNj} = \sum_a BMMCL_{iaNj}$$

where BM Unit's Metered Consumption (Losses) ($BMMCL_{iaNj}$) are determined pursuant to paragraphs 3.6.5 and 7.2.1.

8. NON HALF HOURLY METERING SYSTEM CONSUMPTION

8.1 Settlement Period consumption by Supplier

- 8.1.1 For each Supplier Purchase Matrix (SPM_{HZaLPR}) value provided pursuant to paragraph 4.4, the SVAA shall determine the BM Unit Purchase Matrix ($BMPM_{iaLPR}$) by assigning a BM Unit "i" to the Supplier Purchase Matrix value, where BM Unit "i" shall be:

- (a) the Additional BM Unit "i" notified by the Supplier "Z" to the SVAA in accordance with Section S6.3 for the GSP Group "H", Profile Class "P" and Standard Settlement Configuration "R", provided that the notification was determined by the SVAA in accordance with BSCP 507 to be a valid notification; or
- (b) if no such notification has been made, the BM Unit "i" which is the Base BM Unit for the Supplier "Z" and GSP Group "H".

- 8.1.2 The SVAA shall determine BM Unit's Profiled Consumption ($BMPC_{iLPRj}$) for each Supplier BM Unit "i" for the Consumption Data only according to the following formula:

$$BMPC_{iLPRj} = \sum_a (BMPM_{iaLPR} * PPCC_{HPRj})$$

where $PPCC_{HPRj}$ is the Period Profile Class Coefficient for the GSP Group "H" associated with the Supplier BM Unit "i".

- 8.1.3 The SVAA shall determine Half Hourly Consumption (Non Losses) (C_{iNj}) for each Supplier BM Unit "i" for Consumption Component Class "N" (which Consumption

Component Class shall not be a Consumption Component Class for line losses) according to the following formula:

$$C_{iNj} = \sum_{LPR}^N BMPC_{iLPRj}$$

- 8.1.4 For each Half Hourly Consumption (Non Losses) (C_{iNj}) value determined pursuant to paragraph 8.1.3, the SVAA shall determine the Half Hourly Consumption (Losses) ($CLOSS_{iNj}$) for each Supplier BM Unit "i" for Consumption Component Class "N" (which Consumption Component Class shall be a Consumption Component Class for line losses) according to the following formula:

$$CLOSS_{iNj} = \sum^{(vv)}_L ((LLF_{Lj} - 1) * \sum^{(vv)}_{PR} BMPC_{iLPRj})$$

where "(vv)" is the Consumption Component Class (not for line losses) associated with Consumption Component Class "N" for which a value of $CLOSS_{iNj}$ is to be determined.

9. GSP GROUP CORRECTION

9.1 Determination of GSP Group Half Hourly Consumption

- 9.1.1 The GSP Group Half Hourly Consumption (GC_{HNj}) for each Consumption Component Class "N" within GSP Group "H" shall be determined by the SVAA according to the following formula:

$$GC_{HNj} = \sum^H_i C_{iNj} + \sum^H_i CLOSS_{iNj}$$

where Half Hourly Consumption (Non Losses) (C_{iNj}) and Half Hourly Consumption (Losses) ($CLOSS_{iNj}$) are calculated pursuant to paragraphs 7 and 8.

9.2 Determination of GSP Group Correction Factor

- 9.2.1 The GSP Group Correction Factor (CF_{Hj}) shall be determined by the SVAA for each GSP Group "H" in accordance with the following formulae:

if for every Consumption Component Class "N", the GSP Group Correction Scaling Weight (WT_N) is equal to zero or if $\sum_N (GC_{HNj} * WT_N)$ is equal to zero, then:

$$CF_{Hj} = 1; \text{ or}$$

in any other case:

$$CF_{Hj} = 1 + (GSPGT_{Hj} - \sum_N GC_{HNj}) / (\sum_N (GC_{HNj} * WT_N))$$

- 9.2.2 If for any GSP Group "H", the following condition applies, then the GSP Group Correction Factor shall be referred by the SVAA to the Panel:

$$CF_{Hj} = 1 \text{ and } GSPGT_{Hj} \neq \sum_N GC_{HNj}$$

and the Panel shall determine a replacement GSP Group Correction Factor to be applied in such case or shall determine such other course of action as it may decide is appropriate.

9.3 Determination of Corrected Component

- 9.3.1 The Corrected Component (CORC_{iNj}) for each Consumption Component Class "N" within Supplier BM Unit "i" shall be determined by the SVAA according to the following formula:

$$\text{CORC}_{iNj} = (\text{C}_{iNj} + \text{CLOSS}_{iNj}) * (1 + (\text{CF}_{Hj} - 1) * \text{WT}_N)$$

where WT_N is the associated GSP Group Correction Scaling Weight and CF_{Hj} is the value of GSP Group Correction Factor determined pursuant to paragraph 9.2 for the GSP Group "H" associated with the Supplier BM Unit "i".

9.4 Determination of Supplier Deemed Take

- 9.4.1 The Supplier Deemed Take (SDT_{HZj}) shall be determined by the SVAA according to the following formula:

$$\text{SDT}_{HZj} = \sum_i^{\text{HZ}} (\sum_N \text{CORC}_{iNj})$$

9.5 Determination of Non-Correctable Supplier Deemed Take and Corrected Correctable Supplier Deemed Take

- 9.5.1 The Non-Correctable Supplier Deemed Take (NCSDT_{HZj}) and Corrected Correctable Supplier Deemed Take (CCSDT_{HZj}) within GSP Group "H" shall be determined by the SVAA according to the following formulae:

$$\text{NCSDT}_{HZj} = \sum_i^{\text{HZ}} (\sum_{N(\text{nc})} \text{CORC}_{iNj})$$

$$\text{CCSDT}_{HZj} = \text{SDT}_{HZj} - \text{NCSDT}_{HZj}$$

9.6 Determination of BM Unit Allocated Demand Volume

- 9.6.1 In respect of each Supplier BM Unit "i", the SVAA shall determine the BM Unit Allocated Demand Volume (BMUADV_{ij}) for each Settlement Period "j" according the following formula:

$$\text{BMUADV}_{ij} = \sum_N \text{CORC}_{iNj}$$

- 9.6.2 The SVAA shall provide the SAA with the BM Unit Allocated Demand Volume (BMUADV_{ij}) for each Supplier BM Unit "i" for each Settlement Period "j" for each Volume Allocation Run.

9.7 Determination of Supplier Cap Take

- 9.7.1 The Supplier Cap Take (SCT_{HZj}) shall be determined by the SVAA according to the following formula:

$$\text{SCT}_{HZj} = \max (\sum_i^{\text{HZ}} \sum_{N(\text{AI})} \text{CORC}_{iNj} , 0)$$

10. VOLUME ALLOCATIONS RUNS

10.1 Supplier Volume Allocation Runs

- 10.1.1 For each Settlement Period in any Settlement Day and for each Supplier BM Unit, the SVAA shall determine or re-determine the BM Unit Allocated Demand Volumes and provide the same to the SAA and to each other person entitled thereto in accordance with BSCP 508:

- (a) on each occasion on which an Initial Volume Allocation Run or a Timetabled Reconciliation Volume Allocation Run is required in relation to that Settlement Day, in accordance with the Settlement Calendar; and
- (b) on each occasion on which an Ad Hoc Volume Allocation Run is required by the Panel in accordance with the timetable specified by the Panel in accordance with BSCP 524.

10.1.2 For each Volume Allocation Run the SVAA shall use the relevant value of GSP Group Take ($GSPGT_{Hj}$) which is derived from the corresponding Volume Allocation Run provided by the CDCA in accordance with Section R5.7.

10.2 Adjustment of BM Unit Allocated Demand Volumes

10.2.1 The SVAA shall carry out Reconciliation Volume Allocation Runs for each Settlement Day in accordance with the provisions of this paragraph 10.2.

10.2.2 The SVAA shall recalculate the Supplier Deemed Takes and Non-Correctable Supplier Deemed Takes pursuant to the requirements of the Supplier Volume Allocation Rules but in each case using the then current values of the Supplier Volume Allocation variables required in respect of such Settlement Day.

10.2.3 The SVAA shall recalculate the BM Unit Allocated Demand Volumes pursuant to paragraph 9.6 employing the then current values of the data pursuant to the Supplier Volume Allocation Rules or re-determined pursuant to paragraph 10.2.2.

11. TRADING DISPUTES

11.1 Provision of Information

11.1.1 Subject to any obligations of confidentiality, the SVAA shall give BSCCo, any other Party or any other BSC Agent which raises a Trading Query or a Trading Dispute pursuant to Section W all such explanations, documents, data and information relating to Supplier Volume Allocation as may be required for the purposes of resolving such Query or Dispute.

11.2 Rectification of Errors

11.2.1 The provisions of Section U2.5 and U2.6, and the provisions of Section W1.7, shall apply in relation to the rectification (or otherwise) of errors in relation to Supplier Volume Allocation.

12. DELAYS AND FAILURES

12.1 Aggregated Half Hourly Consumption Data

12.1.1 The provisions of paragraph 12.1.2 apply if, for any reason, on or before such time as may be specified in BSCP 508 for this purpose any of the variables referred to in paragraphs 3.5 or 3.6 shall not have been determined in respect of the relevant Settlement Period by the operation of half hourly data aggregation in accordance with this Annex S-2.

12.1.2 Where this paragraph 12.1.2 applies:

- (a) the SVAA shall take such actions as are specified in BSCP 508 to ascertain the values of the variables referred to in paragraphs 3.5 and 3.6 from the relevant Half Hourly Data Aggregator and/or Supplier;
- (b) if all attempts to ascertain such values fail, the SVAA shall derive the missing variables from the data for the previous run in respect of that Settlement Day, provided that:
 - (i) if this is the Initial Volume Allocation Run or the data for the previous run is not available for any other reason, data for the Settlement Day that most nearly corresponds to the characteristics of the Settlement Day for which variables are to be determined shall be used; and
 - (ii) in the case where there is no such identifiable Settlement Day, the SVAA shall carry out the Volume Allocation Run or, as the case may, the Reconciliation Volume Allocation Run without the missing half hourly data.

12.2 Aggregated Estimated Annual Consumptions and Annualised Advances

12.2.1 The provisions of paragraph 12.2.2 apply if, for any reason, on or before such time as may be specified in BSCP 508 for this purpose the SVAA becomes aware that any of the variables referred to in paragraph 4.4 shall not have been determined in respect of the relevant Settlement Day by the operation of non half hourly data aggregation in accordance with this Annex S-2.

12.2.2 Where this paragraph 12.2.2 apply, the SVAA shall take such actions as are specified in BSCP 508 to ascertain the values of the variables referred to in paragraph 4.4 from the relevant Non Half Hourly Data Aggregator and/or Supplier, provided that:

- (i) if all attempts to ascertain such values fail, the SVAA shall derive the missing variables from the data for the previous run in respect of the relevant Settlement Day; and
- (ii) if this is the Initial Volume Allocation Run, the most recent data for the previous Settlement Day shall be used.

12.3 BM Unit Allocated Demand Volumes, DUoS Report and TUoS Report

12.3.1 The provisions of paragraph 12.3.2 apply if, for any reason, the operation of the Supplier Volume Allocation System fails to determine BM Unit Allocated Demand Volumes, the DUoS Report or the TUoS Report in respect of any Settlement Period or, as the case may, Settlement Day before the expiry of such time as may be specified in BSCP 508 for this purpose.

12.3.2 Where this paragraph 12.3.2 applies, unless the SVAA rectifies the failure so as to permit the operation of the Supplier Volume Allocation System to determine BM Unit Allocated Demand Volumes, the DUoS Report or, as the case may be, the TUoS Report on or before the Settlement Day immediately following the relevant Settlement Day specified for this purpose, BSCCo shall determine the Supplier Deemed Take and the BM Unit Allocated Demand Volumes for the relevant Settlement Periods, using where practicable any relevant data determined or supplied pursuant to this Annex S-2 that is available to enable calculation of the Supplier Deemed Take and the BM Unit Allocated Demand Volume amount in respect of any individual Supplier.

12.3.3 Where paragraph 12.3.2 applies the SVAA shall send the values of BM Unit Allocated Demand Volumes for each Settlement Period determined pursuant to paragraph 12.3.2 to the SAA in accordance with paragraph 9.6.2.

12.4 Obligation to assist

12.4.1 Each Supplier shall provide all such advice and assistance as BSCCo or the SVAA may reasonably require to permit the determination of the variables in accordance with paragraphs 12.1.2 and 12.2.2.