

**Provisions for the transition to the GB BSC
under BETTA;**

**including licence conditions for accession
and compliance and NGC's BSC licence
condition,**

changes to the BSC Framework Agreement,

and transitional drafting for the GB BSC

Ofgem/DTI consultation

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SECTION A: PARTIES AND PARTICIPATION

1. GENERAL

1.1 Introduction

1.1.1 This Section A sets out:

- (a) the capacities which a Party may have under the Code;
- (b) the arrangements for admission of new Parties to the Code;
- (c) the requirement to provide Party Details to BSCCo and to update Party Details from time to time;
- (d) the requirement to register as a Party with the CRA;
- (e) the provisions as to withdrawal or expulsion of a Party from the Code.

1.2 Parties

1.2.1 A Party is a person who is for the time being bound by the Code by virtue of being a party to the Framework Agreement.

1.2.2 Parties include:

- (a) BSCCo and the BSC Clearer;
- (b) the Transmission Company;
- (c) persons holding Licences (such persons being obliged by conditions in their Licences to become Parties) and persons obliged to become Parties by a condition (if any) in an Exemption applicable to such persons;
- (d) other persons who choose to become Parties.

1.2.3 Except in paragraphs 1.2.1, 1.2.2, 2 (other than 2.6) and 5.3, references to Parties in this Section A do not include BSCCo or the BSC Clearer.

1.3 Participation capacities

1.3.1 A Party may or will have one or more of the following capacities ("**participation capacities**") under the Code:

- (a) the Transmission Company (being the Party which is the holder for the time being of the Transmission Licence);
- (b) a Distribution System Operator (being a Party which distributes electricity through a Distribution System);
- (c) a Trading Party (being a Party, other than the Transmission Company, which holds Energy Accounts pursuant to paragraph 1.4);
- (d) an Interconnector Error Administrator (being a Party which, in accordance with Section K5.4, is for the time being appointed in respect of an Interconnector by the Interconnected System Operator, and has agreed, to act as such, or a Party which is otherwise required to act as such);

- (e) an Interconnector Administrator (being a Party which, in accordance with Section K5.4, is for the time being appointed in respect of an Interconnector by the Interconnected System Operator, and has agreed, to act as such);
- (f) a Supplier (being a Party which holds a Supply Licence and is responsible for Exports and/or Imports in respect of which one or more SVA Metering Systems are required to be registered pursuant to Section K)

and, for the avoidance of doubt, the words in paragraphs (a) to (f) in parentheses, following each term, are by way of explanation and are not intended to affect or alter the definition of such terms set out in Annex X-1.

- 1.3.2 The participation capacities listed in paragraph 1.3.1 are not limiting of any other capacity of a Party which may be provided for or referred to in the Code.

1.4 Energy Accounts

- 1.4.1 Each of the following Parties shall hold a Production Energy Account and a Consumption Energy Account for the purposes of the Code:

- (a) a Party which is or is to be responsible (as defined in Section K) for Imports and/or Exports of electricity at one or more Boundary Points;
- (b) a Party which is or is to be appointed and agrees to act as an Interconnector Error Administrator in relation to an Interconnector;
- (c) any other Party which wishes to and applies in accordance with the Code to hold Energy Accounts.

- 1.4.2 Subject to paragraph 1.4.3, no Party shall hold more than one Production Energy Account and more than one Consumption Energy Account and, accordingly, a Party which falls within more than one of the descriptions in paragraph 1.4.1(a), (b) or (c) shall hold one Production Energy Account and one Consumption Energy Account for all such activities.

- 1.4.3 If at any time the Transmission Company is appointed (other than pursuant to Section K5.4.5) as Interconnector Error Administrator in relation to an Interconnector, then the Transmission Company shall hold a Production Energy Account and a Consumption Energy Account in its capacity as Interconnector Error Administrator (and where it is so appointed in relation to more than one Interconnector, it shall hold separate such accounts in relation to each), in addition to and separately from Energy Accounts which it may hold pursuant to paragraph 1.4.1(c).

2. ACCESSION

2.1 Admission of new Parties

- 2.1.1 Subject to paragraphs 2.1.2 and 2.2.5, any person shall be entitled to be admitted as a party to the Framework Agreement subject to and in accordance with the provisions of this paragraph 2.

- 2.1.2 A person which is for the time being a BSC Agent shall not be entitled to be a Party.

2.2 Accession Procedure

- 2.2.1 A person wishing to accede to the Framework Agreement (a "**Party Applicant**") shall submit to BSCCo:
- (a) a duly completed application form in such form as BSCCo may from time to time prescribe giving its Party Details as at the time of its application;
 - (b) an undertaking from the Party Applicant (in the form prescribed in the application form) that the Party Details of such Party Applicant are complete and accurate in all material respects; and
 - (c) the Application Fee.
- 2.2.2 Upon receipt of the items referred to in paragraph 2.2.1, BSCCo shall as soon as reasonably practicable:
- (a) check that the application form has been duly completed by the Party Applicant and the relevant supporting documentation and Application Fee have been provided;
 - (b) notify:
 - (i) each Panel Member;
 - (ii) each Party; and
 - (iii) the Authorityof the name of the Party Applicant, and the participation capacities (if any) notified by the Party Applicant in its Party Details; and
 - (c) prepare an Accession Agreement for the Party Applicant and send it to such Party Applicant for execution.
- 2.2.3 Upon receipt by BSCCo of an Accession Agreement duly executed by a Party Applicant, BSCCo shall promptly:
- (a) execute and deliver such Accession Agreement on behalf of all Parties;
 - (b) send a certified copy of such Accession Agreement, duly executed by the Party Applicant and BSCCo, to the Party Applicant;
 - (c) give notice of the accession of such Party Applicant to:
 - (i) the Party Applicant;
 - (ii) each Panel Member;
 - (iii) each Party;
 - (iv) the Authority;
 - (v) each BSC Agent.
- 2.2.4 Subject to and in accordance with the provisions of this paragraph 2.2, each Party hereby irrevocably and unconditionally authorises BSCCo to execute and deliver on behalf of such Party any Accession Agreement duly executed by a Party Applicant, and to admit the Party Applicant as a Party.

- 2.2.5 No person shall enter into or accede to the Framework Agreement, unless that person has first:
- (a) obtained from BSCCo, after giving an undertaking of confidentiality in the form required by and in compliance with the other requirements specified by BSCCo, a copy of the "IPR Litigation Requirements" document; and
 - (b) complied with the applicable requirements set out in that document.
- 2.2.6 For the purposes of paragraph 2.2.5:
- (a) the "IPR Litigation Requirements" document is the document of that title prepared by BSCCo dated the Code Effective Date;
 - (b) BSCCo may amend and update such document from time to time as necessary provided that any such amendment shall not seek to impose obligations or restrictions on Party Applicants which are materially more onerous than those which applied prior to such amendment.
- 2.2.7 The requirements contained in paragraph 2.2.5 and all related requirements in the Code shall not apply to any person acceding to the Framework Agreement after 7 April 2003.

2.3 Disputes as to admission

- 2.3.1 If:
- (a) there is any dispute as to whether a Party Applicant has fulfilled the requirements in paragraph 2.2 (including paragraph 2.2.5) and is entitled to be admitted as a party to the Framework Agreement; and
 - (b) the Authority determines, as provided by the Transmission Licence, that such Party Applicant has fulfilled such requirements and is entitled to be so admitted,
- subject to paragraph 2.2.5, such Party Applicant shall be admitted as a party to the Framework Agreement and BSCCo shall forthwith execute and deliver an Accession Agreement, duly executed by the Party Applicant, in order to effect such admission (and shall comply with the other provisions of paragraph 2.2.3).
- 2.3.2 If BSCCo fails to comply with paragraph 2.3.1 and the Authority directs the Transmission Company to admit the Party Applicant as a party to the Framework Agreement pursuant to the Transmission Licence:
- (a) subject to paragraph 2.2.5, the Transmission Company shall prepare an Accession Agreement to admit such Party Applicant and shall, on behalf of all Parties, execute and deliver such Accession Agreement, duly executed by the Party Applicant, and provide a copy to BSCCo (to enable it to comply with paragraphs 2.2.3(b) and (c));
 - (b) the Transmission Company shall be entitled to be reimbursed by BSCCo for its reasonable costs incurred in so doing.
- 2.3.3 Where the Authority directs the Transmission Company to admit a Party Applicant as a party to the Framework Agreement pursuant to the Transmission Licence, each Party hereby irrevocably and unconditionally authorises the Transmission Company to execute and deliver on behalf of such Party an Accession Agreement, duly executed by such Party Applicant, to admit such Party Applicant.

2.4 Accession

- 2.4.1 The accession of a Party Applicant to the Framework Agreement shall be effective on and from the date of the Accession Agreement.
- 2.4.2 The admission of any person as a party to the Framework Agreement and/or the registration or absence of registration of a Party for any purposes of the Code shall not affect or limit in any way the responsibility of each Party to ensure that it complies with each of the requirements of the Code applicable to such Party and with any applicable Legal Requirements, or the rights and obligations of Parties if a Party fails so to comply.

2.5 Application fee

- 2.5.1 The Panel shall from time to time set the application fee payable by Party Applicants in connection with an application for admission as a party to the Framework Agreement.
- 2.5.2 The Application Fee shall not exceed the amount which in the Panel's opinion (at the time of setting such fee) represents the reasonable average costs of BSCCo in processing an application for admission as a party to the Framework Agreement.
- 2.5.3 The Application Fee paid by a Party Applicant shall not be refunded to such Party Applicant for any reason.

2.6 Withdrawal of a Party which does not commence trading

- 2.6.1 Subject to the further provisions of this paragraph 2.6 and unless the Panel otherwise agrees, if, by the expiry of a period of 6 months (or any extended period under paragraph 2.6.2) after the effective date of accession of a Party to the Framework Agreement, none of the steps specified in paragraph 2.6.3 has been taken by or in relation to such Party, then:
- (a) BSCCo shall give notice to that effect to such Party;
 - (b) such Party shall automatically cease to be a Party (and cease to be a party to the Framework Agreement) with effect one month after the date on which BSCCo gives such notice (and such Party shall be treated as being a Discontinuing Party and as having withdrawn from the Code for the purposes of paragraph 5.3.1(a)).

2.6.1A Where a Party has acceded to the Framework Agreement as a result of the extension of the Code's application to Scotland and that accession takes place before the BETTA Effective Date then the period of six months referred to in paragraph 2.6.1 shall not commence until the BETTA Effective Date.

- 2.6.2 The Panel may upon the application of the Party extend (on one or more occasions) the period of 6 months referred to in paragraph 2.6.1, and (where it has extended such period) may determine that a prior notice given by BSCCo to the Party under paragraph 2.6.1(a) shall be of no effect.
- 2.6.3 The steps are:
- (a) the application to register a Metering System;
 - (b) the application to register a BM Unit;
 - (c) the submission of any Energy Contract Volume Notification or Metered Volume Reallocation Notification;

- (d) the appointment of such Party as Interconnector Administrator or Interconnector Error Administrator in relation to one or more Interconnectors.

2.6.4 Paragraph 2.6.1 shall not apply:

- (a) to a Party which is the holder of a Licence or subject to a condition in an Exemption by virtue of which it is required to be a Party or to comply with the Code;
- (b) for a period of 14 months after the Go-live Date (or such longer period as the Panel may determine), to a Party which was a Pool Member as at the Go-live Date.

3. PARTY DETAILS AND PROVISION OF INFORMATION TO BSCCo

3.1 Party Details

3.1.1 For the purposes of the Code, the "**Party Details**" of a Party (which shall include for the purposes of paragraph 2 a Party Applicant) are the following details and documentation of the Party:

- (a) its full name and contact details;
- (b) the name, address and facsimile number of the person for whose attention notices issued in accordance with Section H9.2 should be marked;
- (c) details for service of process, where the Party is required to provide such details pursuant to Section H9.9.3;
- (d) whether the Party is (or intends to be) the holder of a Licence and/or benefits (or intends to benefit) from an Exemption, and (if so) details of such Licence or Exemption (including whether the Party is required by a condition in the Exemption to be Party or to comply with the Code) and the circumstances requiring the Party to hold or benefit from the same;
- (e) the participation capacities (if any) which the Party has or (at the time at which such details are notified to BSCCo) intends or expects to have, and the date from which it has or intends or expects to have each such capacity;
- (f) such supporting documentation as BSCCo may reasonably require in order to validate that the Party has or will have such participation capacities; and
- (g) whether the Party was a party to the Pooling and Settlement Agreement at the date of or at any time after the date of execution of the Framework Agreement and, if so, in what capacity(ies);
- (h) the identity of any other Party which is an Affiliate of the Party;
- (i) whether the Party is registered for VAT purposes and if so the Party's VAT registration number.

3.2 Provision of Party Details to BSCCo

3.2.1 Each Party shall:

- (a) provide its Party Details to BSCCo; and
- (b) ensure that its Party Details for the time being provided to BSCCo remain accurate and complete in all material respects.

3.2.2 Without prejudice to the generality of paragraph 3.2.1, if at any time:

- (a) a Party wishes to change any of its contact details forming part of such Party Details; or
- (b) there is or will be any change in the participation capacities of a Party; or
- (c) there is any change in the circumstances of a Party referred to in paragraph 3.1(d); or
- (d) the Party Details of a Party otherwise cease for whatever reason to be accurate and complete in all material respects;

such Party shall notify BSCCo as soon as reasonably practicable and, wherever possible, in advance of such change and shall provide such further information and supporting documentation as BSCCo may reasonably require to evidence such change.

3.3 Role of BSCCo

3.3.1 Without prejudice to paragraphs 2.2.1(b), 2.4.2 and 3.2, BSCCo shall be responsible for validating as far as reasonably practicable that a Party has or will have the participation capacities from time to time notified by it in its Party Details; provided that, subject to requesting relevant information from the Authority, the Transmission Company, the Distribution System Operators and the Interconnector Administrators and to requesting appropriate supporting documentation from such Party, BSCCo shall not be required to undertake any further external validation of such matters.

3.3.2 The Transmission Company and each Distribution System Operator and each Interconnector Administrator shall provide BSCCo with such information (of a kind which they hold) as BSCCo may reasonably request for the purposes of paragraph 3.3.1; and each Party hereby consents to the disclosure by the Transmission Company and the Distribution System Operators and each Interconnector Administrator of any such information for that purpose.

3.3.3 If a Party considers that BSCCo has made an error in validating or failing to validate under paragraph 3.3.1 that such Party or another Party holds a particular participation capacity, the Party may refer the matter to the Panel for determination (and BSCCo shall ensure that any confirmation under paragraph 3.3.4 and the list maintained under paragraph 3.3.5 reflect the Panel's determination).

3.3.4 BSCCo shall provide the CRA on request with confirmation as to the matters referred to in paragraph 3.3.1.

3.3.5 BSCCo shall establish and maintain a list of the names, addresses and participation capacities of each Party and shall:

- (a) send a copy of such list (as revised and updated from time to time) to the CRA; and
- (b) ensure that the current version of such list is available on the BSC Website.

4. PARTY REGISTRATION

4.1 Registration requirements

- 4.1.1 Each Party shall register and ensure that it remains registered in the CRS in accordance with this paragraph 4.
- 4.1.2 A Party is required to be registered, with any participation capacity it may have, in the CRS, before in that capacity:
- (a) it registers any Metering System or BM Unit;
 - (b) it registers any Party Agent;
 - (c) it takes any other step or action under the Code for which the registration of a Metering System or BM Unit or the appointment of a Party Agent is a pre-requisite.
- 4.1.3 Without prejudice to paragraph 4.1.1, but subject to paragraph 4.1.4, a Party shall apply for registration in the CRS promptly upon executing or acceding to the Framework Agreement; and it shall be the responsibility of each Party to secure that it is registered in CRS in sufficient time to enable it to comply with any requirements (applying to it) under the Code to do any of the things in paragraph 4.1.2.
- 4.1.4 A Party Applicant who has applied (in accordance with paragraph 2) to accede to the Framework Agreement may apply for registration in CRS, provided that such registration shall not be effective before the Party Applicant becomes a Party.
- 4.1.5 The registration of a Party shall not become effective until such Party has complied with the requirements in Sections O3.1 and O3.2.

4.2 Party Registration Data

For the purposes of the Code, the "**Party Registration Data**" of a Party is:

- (a) its full name and contact details;
- (b) the participation capacities (if any) which (at the time of its registration in CRS or a revision thereof) it has or intends or expects to have, and the date with effect from which it has or intends or expects to have each such participation capacity;
- (c) whether it holds, or wishes or is required (pursuant to paragraph 1.4) to hold, Energy Accounts;
- (d) the identity of any Interconnector in relation to which the Party is or is to be Interconnector Administrator or Interconnector Error Administrator.

4.3 Initial registration in CRS

- 4.3.1 A Party shall apply for registration in CRS by submitting to the CRA in accordance with BSCP 65 its Party Registration Data and the date from which it wishes its registration to be effective.
- 4.3.2 Upon receiving a Party's application for registration in CRS, the CRA shall seek confirmation from BSCCo that such Party is a party to the Framework Agreement, that its application pursuant to paragraph 4.3.1 is consistent with the Party Details held by BSCCo

in respect of such Party and that it has complied with the requirements referred to in paragraph 4.1.5.

4.3.3 Subject to receiving confirmation from BSCCo as to the matters in paragraph 4.3.2, the CRA shall in accordance with BSCP 65:

- (a) enter and maintain the Party Registration Data in CRS;
- (b) allocate a registration identity to such Party; and
- (c) where the Party wishes or (by virtue of paragraph 1.4) is required to hold Energy Accounts, allocate a Production Energy Account and a Consumption Energy Account to such Party.

4.4 Changes to the Party Registration Data

4.4.1 If at any time:

- (a) there is any change in the participation capacities of a Party;
- (b) the Party Registration Data of a Party otherwise ceases for whatever reason to be accurate and complete in all material respects; or
- (c) a Party wishes to become a Trading Party, or (not being required to be a Trading Party by virtue of paragraph 1.4) wishes to cease to be a Trading Party,

such Party shall apply to the CRA in accordance with BSCP 65 to revise its registration in order to reflect such change, specifying the date from which such change is to be effective.

4.4.2 Upon receipt of an application pursuant to paragraph 4.4.1 and subject to confirmation from BSCCo that the information contained in such application is consistent with the Party Details held by BSCCo in respect of such Party, the CRA shall:

- (a) subject to paragraph 4.4.3, revise the Party Registration Data maintained in CRS to take account of any changes set out in such application;
- (b) where the Party wishes or (by virtue of paragraph 1.4) is required to become a Trading Party, allocate a Production Energy Account and a Consumption Energy Account to such Party;
- (c) where the Party wishes to cease to be a Trading Party and is not required (by virtue of paragraph 1.4) to be a Trading Party, subject to paragraph 4.4.3, close the Party's Production Energy Account and Consumption Energy Account.

4.4.3 For the purposes of this paragraph 4.4:

- (a) a Party may only cease to be a Trading Party if, and from no earlier than the date when, the following conditions have been met:
 - (i) there are no Energy Contract Volume Notifications or Metered Volume Reallocation Notifications in force, in respect of which the Party is a Contract Trading Party, relating to Settlement Periods after that date and containing Energy Contract Volume Data or Metered Volume Reallocation Data with non-zero values; and
 - (ii) the Party has terminated all ECVNA Authorisations and MVRNA Authorisations made under its authority; and

- (b) where a Party ceases to be a Trading Party, it shall remain liable for any obligations and entitled to any benefits accrued or accruing to it as a Trading Party under the Code in respect of any Settlement Period or other period prior to the date referred to in paragraph (a) (including in respect of Reconciliation Charges) and, accordingly, from that date, references to a Trading Party under the Code shall include such Party only for those purposes.

4.5 General provisions

- 4.5.1 Any initial registration in CRS pursuant to paragraph 4.3.1, and any revision of a registration in CRS pursuant to paragraph 4.4.1, shall not be effective until the later of the date specified in the application made under paragraph 4.3.1 or 4.4.1 (as the case may be) and the date when BSCCo provides the confirmation to the CRA required pursuant to paragraph 4.3.2 or 4.4.2.
- 4.5.2 Following entry or revision of any Party's Party Registration Data in CRS pursuant to paragraph 4.3.3 or 4.4.2, the CRA shall notify:
 - (a) such Party;
 - (b) BSCCo;
 - (c) each BSC Agent

of the Party's registration identity and Energy Account details in accordance with BSCP 65.
- 4.5.3 For the avoidance of doubt, in addition to registration under this paragraph 4, a Party must satisfy further requirements set out or referred to in the Code (including where applicable requirements in Sections J, K, L, N, O, R and S) before it may exercise certain rights (of Parties in relevant participation capacities) under the Code.

5. EXIT

5.1 Withdrawal

- 5.1.1 Subject to paragraph 5.1.3, each Party (the "**Withdrawing Party**") shall be entitled to withdraw from the Code (and cease to be a party to the Framework Agreement) by giving notice in writing (a "**Withdrawal Notice**") to BSCCo.
- 5.1.2 The Withdrawal Notice shall specify the time and date (the "**Withdrawal Date**"), being not less than 28 days after the date of the Withdrawal Notice, with effect from which the Withdrawing Party wishes to withdraw from the Code and cease to be a party to the Framework Agreement.
- 5.1.3 A Party may not withdraw from the Code or cease to be a party to the Framework Agreement (and any Withdrawal Notice shall be of no effect) if, as at 1700 hours on the day which is 2 Business Days prior to the Withdrawal Date:
 - (a) subject to paragraph 5.1.5, any sums accrued and payable under the Code by such Party (whether or not due for payment and whether or not the subject of a dispute) remain, in whole or in part, to be paid by such Party; or
 - (b) the Final Reconciliation Settlement Run has not been carried out in relation to the last Settlement Day, or the corresponding Payment Date is not yet past; or

- (c) the final determination (pursuant to Section D4.4) has not been carried out in respect of BSCCo Charges for the BSC Year in which the last Settlement Day fell, or the due date for payment of amounts payable pursuant to such determination is not yet past; or
- (d) such Party continues to be registered under the Code (and/or the MRA) in respect of any Metering Systems or BM Units (except for Base BM Units); or
- (e) subject to paragraph 5.1.5 there is any outstanding Default by such Party (of which notice has been given to the Party) which is capable of remedy and has not been remedied; or
- (f) such Party is subject to any Licence condition and/or Exemption condition by virtue of which it is required to be a Party and/or to comply with the Code or which would otherwise be infringed if such Party withdrew from the Code; or
- (g) where such Party is an Interconnector Administrator or an Interconnector Error Administrator, no replacement Interconnector Administrator or Interconnector Error Administrator (as the case may) has been appointed and has agreed to act in its place.

5.1.4 For the purposes of this paragraph 5, in relation to a Discontinuing Party, the "**last**" Settlement Day is the final Settlement Day in respect of which any amounts by way of Trading Charges may be payable by or to a Discontinuing Party.

5.1.5 In respect of a Withdrawing Party who is in Default solely by virtue of Section H 3.1.1(g):

- (i) the Panel may, in its discretion, determine that paragraph 5.1.3(a), shall not apply in respect of any amount payable by way of the Base Monthly Charge accruing after the date of the Withdrawal Notice; and
- (ii) paragraph 5.1.3(e) shall not apply.

5.2 Expulsion

5.2.1 Where a Party may be expelled from the Code pursuant to any provision of the Code, the Panel shall decide (in its absolute discretion) whether or not to expel such Party, subject to the further provisions of this paragraph 5.2.

5.2.2 The Panel shall notify the Authority and each other Party of its intention to expel a Party, at least 28 days before giving an Expulsion Notice to that Party, and shall have regard to any representations made to it by the Authority and/or any other Party in respect thereof.

5.2.3 Where a Party is subject to a condition of any Licence or Exemption by virtue of which it is required to be a Party and/or to comply with the Code or which would otherwise be infringed if such Party were expelled from the Code, the Panel shall not be entitled to expel such Party without the prior approval of the Authority.

5.2.4 Where the Panel decides (and is entitled in accordance with this paragraph 5.2) to expel a Party, such expulsion shall take effect (and the Party shall cease to be a party to the Framework Agreement) at the time and on the date specified by the Panel in a notice (the "**Expulsion Notice**") to such Party provided that such date (the "**Expulsion Date**") shall not be earlier than 28 days after the date of such notice.

5.3 General provisions

5.3.1 Where a Party (the "**Discontinuing Party**"):

- (a) withdraws from the Code and ceases to be a party to the Framework Agreement pursuant to paragraph 5.1; or
- (b) is expelled from the Code and ceases to be a party to the Framework Agreement pursuant to paragraph 5.2,

the provisions of this paragraph 5.3 shall apply.

5.3.2 With effect from the Withdrawal Date or Expulsion Date (as the case may be) (the "**Discontinuance Date**"):

- (a) the Discontinuing Party shall, subject to the provisions of paragraph 5.3.3, be automatically released and discharged from all its obligations and liabilities under the Code (including the Code Subsidiary Documents) and the Framework Agreement;
- (b) each other Party shall, subject to the provisions of paragraph 5.3.3, be automatically released and discharged from all its obligations and liabilities to the Discontinuing Party under the Code (including the Code Subsidiary Documents) and the Framework Agreement; and
- (c) (without prejudice to paragraph 5.1.3(d)) any registrations and authorisations made by the Discontinuing Party under the Code shall cease to be effective.

5.3.3 Any release and discharge referred to in paragraph 5.3.2 shall not extend to:

- (a) the rights and liabilities (whether actual, contingent, accrued or otherwise) of a Party as at the Discontinuance Date (including, in the case of the expulsion of a Party, any accrued rights of each other Party in respect of the circumstances giving rise to such expulsion);
- (b) any rights and liabilities (whether actual, contingent, accrued or otherwise) of a Party which may accrue pursuant to any Reconciliation Settlement Run or Extra Settlement Determination relating to any Settlement Day up to and including the last Settlement Day;
- (c) the obligations of the Discontinuing Party under Section H4.2.

5.3.4 Save as provided in paragraph 5.3.2, the Framework Agreement and Code shall, upon the withdrawal or expulsion (as the case may be) of any Party, remain in full force and effect and binding on each of the other Parties.

5.3.5 BSCCo shall, where possible before and in any event promptly upon the withdrawal or expulsion of such Party, notify the same to:

- (a) each other Party;
- (b) each Panel Member;
- (c) the Authority; and
- (d) each BSC Agent.

ANNEX A-1

Form of Accession Agreement

THIS ACCESSION AGREEMENT is made on [] between:

- (1) [Insert name of person authorised under the BSC to sign the Accession Agreement on behalf of Parties] on its own behalf and on behalf of all the other parties to the BSC Framework Agreement (the "**Authorised Person**"); and
- (2) [Insert name of person wishing to be admitted to the BSC] (the "**Party Applicant**") whose principal office is at []

WHEREAS:

- (A) By the BSC Framework Agreement dated [] made between the Original Parties named therein and as now in force between the Parties by virtue of any Accession Agreement entered into by any New Party before the date of this Accession Agreement (the "**Framework Agreement**"), the Parties agreed to give effect to and be bound by the BSC.
- (B) The Party Applicant has complied with the requirements of the BSC as to accession and wishes to be admitted as a Party.

IT IS HEREBY AGREED as follows:

1. In this Accession Agreement, words and expression defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
2. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Party Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement on the terms and conditions hereof.
3. The Party Applicant hereby accepts its admission as a Party and undertakes with the Authorised Person (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
4. For all purposes in connection with the Framework Agreement the Party Applicant shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement from the date hereof, and as if this Accession Agreement were part of the Framework Agreement from the date hereof, and the rights and obligations of the Parties shall be construed accordingly.
5. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.
6. If any provision of this Accession Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the BSC), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Accession Agreement, which shall continue in full force and effect notwithstanding the same.
7. This Accession Agreement may be executed in counterparts.

8. This Accession Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales and the courts of Scotland.
9. If the Party Applicant is not a company incorporated under the Companies Act 1985, as amended, it shall provide to the Authorised Person an address in Great Britain for service of process on its behalf in any proceedings; provided that if the Party Applicant fails at any time to provide such address, the Party Applicant shall be deemed to have appointed BSCCo (as defined in the BSC) as its agent to accept service of process on its behalf until and unless it provides to BSCCo an alternative address in Great Britain for these purposes.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SECTION C: BSCCO AND ITS SUBSIDIARIES

1. GENERAL

1.1 Introduction

1.1.1 This Section C sets out:

- (a) provisions as to the constitution of BSCCo and the obligations of the BSCCo Shareholder;
- (b) the powers, functions and responsibilities of BSCCo;
- (c) provisions as to the management of BSCCo;
- (d) provisions as to the relationship between BSCCo and Parties;
- (e) arrangements for establishing a Business Strategy and Annual Budget for BSCCo; and
- (f) provisions relating to Subsidiaries of BSCCo.

1.1.2 In this Section C references to a Party do not include BSCCo or the BSC Clearer.

1.2 Role and powers, functions and responsibilities of BSCCo

1.2.1 The principal role of BSCCo (but subject as provided in this paragraph 1.2) is to provide and procure facilities, resources and services (including providing or procuring resources required by the Panel and Panel Committees, and procuring services under BSC Service Descriptions) required for the proper, effective and efficient implementation of the Code.

1.2.2 Subject to the further provisions of this Section C, BSCCo shall have the powers, functions and responsibilities set out in or assigned to it pursuant to the Code, and shall not undertake any business or activity other than as provided for in the Code.

1.2.3 Without prejudice to the generality of paragraph 1.2.2, BSCCo shall have the powers, functions and responsibilities set out in paragraph 3.

1.2.4 Subject to the further provisions of this Section C, BSCCo may do anything necessary for or reasonably incidental to the discharge of the functions and responsibilities assigned to it in the Code or by the Panel pursuant to the Code.

1.2.5 The powers of BSCCo shall be subject to the restrictions and limits set out in or imposed pursuant to the Code.

1.3 Objectives

1.3.1 BSCCo shall exercise its powers and discharge its functions and responsibilities with a view to achieving the objectives set out in Section B1.2.1 (construed as though references to the Panel were to BSCCo).

1.3.2 As provided in paragraph 5.1, BSCCo is not intended to make a profit or loss in any BSC Year.

2. CONSTITUTION OF BSCCO AND OBLIGATIONS OF TRANSMISSION COMPANY AS BSCCO SHAREHOLDER

2.1 Constitution of BSCCo

2.1.1 Subject to paragraph 2.1.2, the Memorandum and Articles of Association of BSCCo shall be in the form designated pursuant to the Implementation Scheme.

2.1.2 The form of the Memorandum and Articles of Association of BSCCo (as amended by paragraphs 2.1.4 and 2.1.5) shall be treated as incorporated in and forming part of the Code for the purposes of enabling such form to be modified, and such form shall accordingly be capable of being modified, by way of Code Modification made pursuant to a Modification Proposal and otherwise in accordance with Section F; and the Memorandum and Articles of Association of BSCCo shall be amended so as to be in any such modified form.

2.1.3 The authorised and issued share capital and accounting reference date of BSCCo shall be those prevailing at the Code Effective Date.

2.1.4 All references to "England and Wales" in the Memorandum and Articles of Association of BSCCo shall be deemed to be references to "Great Britain".

2.1.5 For the purposes of the Articles of Association of BSCCo, the terms "Transmission Company" and "Transmission Licence" shall have the meaning given to those terms in Annex X-1 of the Code.

2.2 Share capital of BSCCo

2.2.1 Subject to paragraph 2.2.3, the Transmission Company shall be the registered holder of all of the issued share capital of BSCCo.

2.2.2 The Transmission Company shall not do or authorise or agree to or take any step with a view to any of the following:

- (a) any increase in the authorised share capital of BSCCo, or the issue of any share capital or the issue or grant of any option, warrant or other instrument, security or right to subscribe for, or which is convertible into or exchangeable for, any shares of BSCCo;
- (b) except pursuant to paragraph 2.2.3, the transfer of any of the issued shares of BSCCo;
- (c) the creation of or allowing to subsist any pledge, mortgage, charge or other encumbrance over any of the shares of BSCCo.

2.2.3 If directed to do so by the Authority, the Transmission Company shall execute and deliver a transfer of the shares of BSCCo to such person as the Authority considers appropriate to succeed to the Transmission Company in the capacity of BSCCo Shareholder for the purposes of the Code, upon payment by or on behalf of such person of an amount equal to the par value of such share or shares; and upon such transfer taking effect the Transmission Company shall be released from all future obligations as BSCCo Shareholder.

2.3 Further undertakings of Transmission Company

2.3.1 The Transmission Company shall at all times exercise its rights, and take all available steps, as BSCCo Shareholder, and shall only exercise any such right or take any such step, so as to give effect to the provisions of the Code, or any direction of the Panel consistent with the provisions of the Code, as to the matters set out in paragraph 2.3.2.

- 2.3.2 The matters referred to in paragraph 2.3.1 are:
- (a) the amendment of the Memorandum or Articles of Association of BSCCo so that they are in any modified form from time to time pursuant to paragraph 2.1.2;
 - (b) the appointment, re-appointment or removal of any Director (in accordance with a nomination under or otherwise as required in accordance with paragraph 4) or the secretary or auditors of BSCCo, provided that (in the case of an appointment or reappointment) the consent of the person to be appointed or reappointed has been obtained;
 - (c) the approval of the annual accounts (as defined in the Companies Act 1985) of BSCCo; and
 - (d) any other act of or in relation to BSCCo which can, or under any Legal Requirement must, be done by a vote or resolution or other assent of the BSCCo Shareholder.
- 2.3.3 Without prejudice to the generality of paragraph 2.3.1, the steps which the Transmission Company may be required to take pursuant to paragraph 2.3.2 include:
- (a) the convening of an annual or extraordinary general meeting of BSCCo;
 - (b) the waiving of notice or agreeing to short notice of such meeting;
 - (c) the passing of any shareholders resolution of BSCCo including as a written resolution.
- 2.3.4 The Transmission Company shall not consolidate the financial results of BSCCo or any Subsidiary of BSCCo with those of the Transmission Company or any Affiliate of the Transmission Company unless required to do so by a Legal Requirement.
- 2.4 No obligation to finance**
- 2.4.1 The Transmission Company as BSCCo Shareholder shall have no liability or obligation to provide any finance or financial support to BSCCo or any Subsidiary of BSCCo and shall have no obligation to Parties as BSCCo Shareholder other than as expressly provided in the Code.
- 2.5 Winding-up of BSCCo**
- 2.5.1 The principles which are to apply in the event of the winding-up of BSCCo are that, so far as is lawful:
- (a) the assets and resources of BSCCo should be transferred (for value or otherwise as may be lawful) to any successor under the Code to BSCCo;
 - (b) subject to paragraph (c), and after payment or settlement of all liabilities of BSCCo, any amount which would otherwise be available for distribution to the shareholder(s) of BSCCo should be paid (or an equivalent amount shall be paid by the Transmission Company) to Trading Parties in their Annual Funding Shares or such other proportions as the Authority may decide;
 - (c) the Transmission Company shall be entitled to be paid out of any such amount as is referred to in paragraph (b) the amount of any taxation for which it is liable in connection with such winding up and/or the giving effect to such principles;

and BSCCo, the Transmission Company and the other Parties shall take such steps as are available and lawful to secure that these principles are given effect.

2.6 Legal Requirements relating to the Transmission Company

2.6.1 It is recognised that, by reason of the Transmission Company being BSCCo Shareholder, it is possible that certain steps which might be taken by BSCCo or a Subsidiary of BSCCo could result in the Transmission Company or an Affiliate of the Transmission Company being in breach of, or being required to take action under or make a payment under, or incurring a liability under, a Legal Requirement (or being or doing so in the absence of a notification to or approval of a Competent Authority) (any such step which would have such result being a "**relevant step**").

2.6.2 The Transmission Company may from time to time notify to BSCCo particular Legal Requirements, applying to the Transmission Company or its Affiliates, which the Transmission Company reasonably considers may fall within paragraph 2.6.1, provided that the Transmission Company shall at the same time provide such details of such Legal Requirement as are reasonably necessary to enable BSCCo to determine whether any step which it might take would be a relevant step in relation to such Legal Requirement.

2.6.3 Where the Transmission Company has for the time being notified BSCCo of a particular Legal Requirement pursuant to paragraph 2.6.2, BSCCo will take all reasonable measures to ensure that it and its Subsidiaries do not take any relevant step in relation to that Legal Requirement unless:

- (a) BSCCo has first notified and consulted with the Transmission Company in relation to such step, and
- (b) either the Transmission Company has approved the taking of such step or BSCCo is required to take such step for the purposes of discharging its functions and responsibilities under the Code (but subject always to any Code Modification made following a proposal by any person entitled to do so).

2.6.4 For the purposes of this paragraph 2.6:

- (a) Legal Requirement shall be construed:
 - (i) as including a requirement of any stock exchange in any country or of the Panel on Takeovers and Mergers or any body in any country having equivalent functions to those of that panel where compliance with the requirements of such body is customary; and
 - (ii) in accordance with paragraph (b);
- (b) Competent Authority shall be construed as though the reference to the United Kingdom in the definition thereof included any country or state to the jurisdiction of which the Transmission Company or any of its Affiliates is subject by reason of having a presence in such country or state.

2.6.5 BSCCo agrees not (unless required to do so by a Legal Requirement) to represent that it is a Subsidiary of the Transmission Company.

2.7 Taxation and other payments

2.7.1 BSCCo covenants to pay to the Transmission Company an amount equal to any liability to corporation tax on chargeable gains for which BSCCo or any of its Subsidiaries is primarily liable for which the Transmission Company or any of its Subsidiaries is liable for which

any of them would not have been liable but for being treated as being or having been a member of the same group as BSCCO or any of its Subsidiaries for the purposes of corporation tax on chargeable gains.

- 2.7.2 The Transmission Company covenants to pay to BSCCO an amount equal to any liability for corporation tax on chargeable gains for which the Transmission Company or any of its Subsidiaries is primarily liable for which BSCCO or any of its Subsidiaries is liable but for which it would not have been liable but for being treated as being or having been a member of the same group as the Transmission Company for the purposes of corporation tax on chargeable gains.

3. POWERS AND FUNCTIONS OF BSCCO

3.1 General

- 3.1.1 Without prejudice to paragraph 1.2.2, BSCCO shall have the following powers, functions and responsibilities:

- (a) to enter into, manage and enforce contracts with service providers (as BSC Agents) for the supply of the services required by BSC Service Descriptions, and negotiate and agree amendments to such contracts, as further provided in Section E;
- (b) to advise the Panel and keep it advised as to and in respect of the matters which it is necessary or appropriate that the Panel should consider in order to discharge the Panel's functions and responsibilities in accordance with the Code;
- (c) to provide or arrange the provision of such facilities, resources and other support as may be required by the Panel to enable the Panel or any Panel Committee or Modification Group to discharge its functions and responsibilities under the Code;
- (d) to provide secretarial and administrative services in connection with meetings of the Panel and Panel Committees and Modification Groups, including the convening and holding of such meetings, and taking and circulation of minutes;
- (e) to provide and make available to Parties such facilities, services and information in connection with the implementation of the Code as the Code may provide or the Panel may require;
- (f) to provide or arrange the provision of facilities, resources and other support in connection with the procedures for modification of the Code in accordance with Section F;
- (g) to enter into contracts (in terms complying with any applicable provisions of Section B) of employment or other engagement with persons from time to time to be appointed as Panel Chairman or Panel Members under Section B2.5;
- (h) to indemnify against liability, and to reimburse the expenses of, Panel Members, members of Panel Committees, members of Modification Groups and others as provided in the Code;
- (i) to enter on behalf of all Parties into Accession Agreements with new Parties in accordance with Section A2.2;

- (j) to act as BSC Agent for the purposes of the Master Registration Agreement in accordance with Annex K-1;
 - (k) to act as shareholder of the BSC Clearer in accordance with paragraph 7;
 - (l) to receive, collect and hold such data and information, and to prepare and maintain such books and records, as may be required under the Code or reasonably necessary to enable BSCCo to comply with its functions and responsibilities under the Code; and to provide data and information held by it to the Panel upon request and to other persons in accordance with any express provision of the Code;
 - (m) without prejudice to the generality of paragraph (l), where it is not the function of a BSC Agent to do so, to maintain records of the extent to which Parties have satisfied requirements of the kind referred to in Section A4.5.3, and to provide details thereof to BSC Agents and other persons as required for the purposes of the Code;
 - (n) to monitor whether any Party is, or with the lapse of time or giving of notice would be, in Default (in accordance with Section H3), and to give to any Party any notice the giving of which will result in that Party being in Default (but not for the avoidance of doubt to give any notice consequent upon a Party's being in Default unless expressly authorised to do so by the Panel or by a provision of the Code);
 - (o) to act as the Performance Assurance Administrator in accordance with Annex B-1;
 - (p) to prepare and/or (as the Panel may require) assist the Panel to prepare the Annual BSC Report for each BSC Year in accordance with Section B6.1;
 - (q) to make recommendations to the Panel as to possible Modification Proposals in the circumstances mentioned in paragraph 3.8.8 and Section F2.1.1(d)(ii) and (iii);
 - (r) to the extent provided in and in accordance with the policy from time to time established by the Panel, to act as a point of contact for persons from other countries interested in, and to explain to such persons, the arrangements for and developments in wholesale trading of electricity in Great Britain, and to participate in institutional comparative discussions of such arrangements and developments in other countries.
- 3.1.2 To the extent to which the terms of reference (pursuant to Section B5.3.2) of a Panel Committee or Modification Group authorise the Panel Committee itself to request from BSCCo facilities, resources or other support (falling within paragraph 3.1.1(c)), BSCCo shall provide or arrange the provision of such facilities, resources or other support as may be so requested.
- 3.1.3 The facilities, resources and other support which BSCCo may be required to provide to or arrange for the Panel or a Panel Committee or Modification Group include:
- (a) facilities for holding meetings;
 - (b) the provision of advice and expertise in connection with any matter which (pursuant to the Code) is to be considered by the Panel or Panel Committee or Modification Group;

- (c) the preparation of draft and final working papers, reports and other documents; and
- (d) where BSCCo so decides or the Panel specifically so requests, the services of external firms of advisers and consultants or the attendance at meetings of experts (and paying the fees and expenses of such advisers, consultants and experts).

3.1.4 BSCCo shall have the powers, functions and responsibilities assigned to it:

- (a) in the Implementation Scheme (including without limitation those provided in connection with the Pooling and Settlement Agreement); and
- (b) in the Pool Supplement.

3.2 Panel Secretary

3.2.1 BSCCo shall at all times provide a person approved by the Panel to be the Panel Secretary (and shall whenever required to fill a vacancy nominate a person to that position).

3.3 Enforcement of Code

3.3.1 If:

- (a) a Party is or may be in breach of any provision of the Code, and
- (b) the Panel is of the opinion that the breach or continuance of the breach has or will have a material adverse effect on the operation of the Code consistent with the objectives in Section B1.2.1, as a result of which it is appropriate that proceedings should be commenced for the enforcement of such provision against such Party

then the Panel may instruct BSCCo to take proceedings against such Party.

3.3.2 Where the Panel has instructed BSCCo to take proceedings against a Party in breach pursuant to paragraph 3.3.1:

- (a) BSCCo shall commence and with reasonable diligence continue such proceedings, for such remedy or remedies as the Panel shall have decided, subject to paragraph (b);
- (b) BSCCo shall act in such proceedings (including without limitation any discontinuance or settlement thereof) in accordance with such terms of reference and reporting requirements, and subject to such supervision or instruction, as may be stipulated or provided by the Panel (or where the Panel has established any Panel Committee for that purpose, by that committee in accordance with its terms of reference);
- (c) each Party (other than the Party in breach) hereby appoints BSCCo as agent in its name and on its behalf to commence and take such proceedings, and agrees that BSCCo and/or the Panel and/or any Panel Committee (in accordance with arrangements made for the purposes of paragraph (b)) shall exclusively have the conduct of the proceedings;
- (d) all costs and expenses incurred by BSCCo in the proceedings (including any amounts awarded to the Party in breach) shall be BSC Costs;

- (e) where any amount is recovered from the Party in breach pursuant to such proceedings, such amount shall be paid to Parties in their Annual Funding Shares (as at the time of the breach) or such other proportions and otherwise on such basis as the Panel shall consider fair and reasonable in all the circumstances;
 - (f) subject to paragraph 3.3.4, a Party shall not commence proceedings directly against the Party in breach without the prior approval of the Panel.
- 3.3.3 Except pursuant to paragraph 3.3.2, and subject as set out below, BSCCo shall not commence any proceedings against a Party in respect of breach of any provision of the Code.
- 3.3.4 Paragraph 3.3.2(f) shall not prevent a Party from taking any proceedings for interim relief or other steps against a Party which is or may be in breach of the Code where the first Party reasonably believes that such proceedings or steps need to be taken as a matter of urgency in order to protect its interests.
- 3.3.5 Except as provided in paragraph 3.3.2, nothing in this paragraph 3.3 shall prevent a Party from itself taking any steps to enforce against any other Party any provision of the Code.
- 3.3.6 Where:
 - (a) a Party is or may be in breach of the Code, and
 - (b) it appears to BSCCo that any proceedings for interim relief or other step should be taken, as a matter of urgency, in relation to that Party, in order to protect the interests of BSCCo and/or other Parties (or classes of Parties) pending such instructions from the Panel

BSCCo may take or arrange for the taking of such interim proceedings or step, after consulting where time permits with the Panel Chairman.
- 3.3.7 In any case where paragraph 3.3.2 does not apply, BSCCo may with the approval of the Panel agree with any Parties to take proceedings on behalf of and at the cost of those Parties against a Party in breach of the Code.
- 3.3.8 This paragraph 3.3 does not apply in relation to any breach by a Party of any payment obligation under Section D or N.

3.4 Restrictions on powers of BSCCo

- 3.4.1 Subject to any contrary provision of the Code, any instructions (pursuant to any provision of the Code expressly providing for such instructions to be given to BSCCo) of the Panel, and the objectives referred to in paragraph 1.3.1, BSCCo shall have discretion as to the means by which it discharges, and the manner in which it is managerially organised so as to discharge, its functions and responsibilities under the Code.
- 3.4.2 In the discharge of its functions and responsibilities and the exercise of its powers, BSCCo will comply with applicable law.
- 3.4.3 BSCCo shall not, without the prior approval of the Panel:
 - (a) enter into any borrowings in a cumulative aggregate principal amount exceeding £10,000,000;

- (b) make loans or grant any credit to any person, other than to a Subsidiary of BSCCo or in the ordinary course of business or as required or expressly permitted by the Code;
- (c) mortgage, charge, assign by way of security, pledge or otherwise encumber any property of BSCCo or enter into any transaction which has a financial effect similar to a secured borrowing, other than:
 - (i) by way of lien or set-off arising by operation of law and in the ordinary course of trading; or
 - (ii) by way of reservation of title by the supplier of any property (other than real property) to BSCCo in the normal course of such supplier's business;
- (d) except pursuant to any provision of the Code:
 - (i) dispose (by way of licence, charge, sale or otherwise, other than by way of licence to a BSC Agent in connection with a BSC Agent Contract) of any Intellectual Property Rights or other rights held by BSCCo in or in respect of any BSC Systems, or
 - (ii) (where any BSC Agent Contract prohibits such disposal without BSCCo's authority or consent) authorise or consent to any such disposal by a BSC Agent of any such rights held by that BSC Agent;
- (e) commence any proceedings against any person, or grant a waiver of any claim against any person, or settle any dispute, proceedings or claim brought by or against BSCCo or any other BSC Company, where the amount of such dispute or claim or subject to such proceedings exceeds (or in BSCCo's reasonable opinion is likely to exceed) such threshold amount as the Panel may from time to time specify for the purposes of this paragraph (e); provided that (without prejudice to the further provisions of the Code) this paragraph (e) does not apply in relation to claims, disputes and proceedings against or with Parties or BSC Agents or Market Index Data Providers.

3.4.4 For the purposes of paragraph 3.4.3, "**borrowing**" means any obligation (whether present or future, actual or contingent, as principal or surety) for the payment or repayment of money (whether in respect of interest, principal or otherwise) of BSCCo and any Subsidiary of BSCCo (other than the BSC Clearer) incurred in respect of:

- (a) moneys borrowed or raised;
- (b) any bond, note, loan stock, debenture or similar instrument;
- (c) any acceptance credit, bill discounting, note purchase, factoring or documentary credit facility;
- (d) any hire purchase agreement, conditional sale agreement or lease, where that agreement has been entered into primarily as a method of raising finance or financing the acquisition of an asset;
- (e) any guarantee, bond, stand-by letter of credit or other similar instrument issued in connection with the performance of contracts;
- (f) any interest rate or currency swap agreement or any other hedging or derivatives instrument or agreement; or

- (g) any guarantee, indemnity or similar insurance against financial loss given in respect of the obligation of any person.

3.4.5 BSCCo shall not and shall not offer or agree to:

- (a) issue, or grant any option, warrant or other instrument, security or right to subscribe for, or which is convertible into or exchangeable for, any shares of BSCCo;
- (b) subscribe for, acquire or hold any share or other security in any company other than:
 - (i) shares in the BSC Clearer; or
 - (ii) any shares acquired pursuant to the Implementation Scheme;
- (c) dispose of any legal or beneficial interest in any shares in the BSC Clearer or any other Subsidiary of BSCCo.

3.5 BSCCo resources

3.5.1 If at any time the resources (which in this paragraph 3.5 does not mean financial resources) of BSCCo are inadequate to enable it to perform any particular requirement of the Code (including a requirement specified by the Panel or a Panel Committee or Modification Group pursuant to paragraph 3.1.1), BSCCo shall promptly so notify the Panel and discuss the matter with the Panel, and following such discussion shall take such steps and procure such resources as are necessary to enable BSCCo to meet such requirement (as it may have been modified following such discussion) as soon as is reasonably practicable.

3.6 Provision of information to the Authority, etc

3.6.1 If at any time or from time to time requested by the Authority, BSCCo shall:

- (a) collect and provide to the Authority all such relevant information as the Authority may specify;
- (b) where necessary in order to comply with such a request, subject to paragraph 3.6.3, procure the relevant information from the BSC Agent or Market Index Data Provider which holds such information;
- (c) undertake and provide to the Authority such analysis of relevant information (but not in whole or in part of information other than relevant information) as the Authority may so request.

3.6.2 A request by the Authority for the purposes of paragraph 3.6.1 may be made on a particular occasion or on a standing basis.

3.6.3 BSCCo shall not be in breach of this paragraph 3.6 by reason of any failure of any BSC Agent or Market Index Data Provider to provide any information which BSCCo has requested from it, provided that BSCCo is reasonably diligent in pursuing such request.

3.6.4 For the purposes of this paragraph 3.6, "**relevant information**" is information which is or is to be provided to BSCCo or the Panel or to any BSC Agent by or on behalf of any Party pursuant to the Code, or is derived from any such information pursuant to the Code or is otherwise produced or created pursuant to the Code.

- 3.6.5 Where BSCCo receives a request from the Authority for the purposes of paragraph 3.6.1, BSCCo will so notify all Parties, unless the Authority has requested BSCCo to notify only the Party to whom such information relates, in which case BSCCo will so notify that Party.

3.7 Matters relating to the Transmission Licence

- 3.7.1 If the Authority issues a direction pursuant to the Transmission Licence to the Transmission Company to secure compliance with any relevant provision of the Code:

- (a) BSCCo shall provide all such assistance and take all such steps as the Transmission Company may reasonably require to comply or secure compliance with the relevant provision;
- (b) without limitation of paragraph (a), BSCCo hereby appoints and authorises the Transmission Company to make any request of or issue any instruction to any BSC Agent or Market Index Data Provider on behalf of and in the name of BSCCo;
- (c) the Transmission Company is hereby authorised by all Parties to provide to the Authority or (where the relevant provision of the Code so requires) place on the BSC Website or otherwise publish the information in question;
- (d) the reasonable costs of the Transmission Company properly incurred in complying with such direction shall be paid by BSCCo to the Transmission Company.

- 3.7.2 For the purposes of paragraph 3.7.1 the relevant provisions of the Code are the provisions of paragraph 3.6.1 (subject to paragraph 3.6.3) and any provision of the Code which provides for any information to be placed on the BSC Website or otherwise published.

3.8 Reviews of the Code

- 3.8.1 BSCCo shall carry out:

- (a) periodic reviews of the Code and its implementation and of operations under the Code, and
- (b) upon the request of the Authority, a review of any particular aspect (as specified by the Authority) of the Code or its implementation or of operations under the Code

in order to evaluate whether the Code (or such aspect of the Code) continues to facilitate achievement of the Applicable BSC Objectives and to do so in the most effective way.

- 3.8.2 Reviews under paragraph 3.8.1(a) shall take place at least once every 2 years and not more often than once every year.

- 3.8.3 BSCCo shall notify all Parties and the Authority of the start of each review under paragraph 3.8.1, and shall endeavour to complete each review within a period of 3 months, or such other period as the Authority may specify in a case under paragraph 3.8.1(b).

- 3.8.4 In order to assist BSCCo to carry out any review under paragraph 3.8.1, the Transmission Company shall, at BSCCo's request, provide to BSCCo an assessment of the effect of the Code (or any aspect of the Code specified by BSCCo) on the matters referred to in Condition C3(3)(a) and (b) of the Transmission Licence.

3.8.5 For the purposes of paragraph 3.8.4:

- (a) the analysis provided by the Transmission Company shall be prepared with the exercise of reasonable skill and care, and shall include sufficient detail and reasoning to enable a proper understanding of the relevant issues, and the Transmission Company shall provide any further explanation thereof reasonably requested by BSCCo;
- (b) such analysis shall be provided within such period as BSCCo may reasonably request;
- (c) the Transmission Company shall not be required to provide any information of a confidential nature which it is not otherwise obliged to make available to Parties.

3.8.6 Upon completion of each review under paragraph 3.8.1, BSCCo shall:

- (a) prepare a report in respect of the review and its conclusions (including any analysis by the Transmission Company under paragraph 3.8.4);
- (b) provide a copy of such report to the Authority; and
- (c) subject to paragraph 3.8.7, provide a copy of such report to each Party and place a copy of the report on the BSC Website.

3.8.7 In a case under paragraph 3.8.1(b), if the Authority so requests or approves, the version of the report which is provided to Parties and placed on the BSC Website shall be amended so as to exclude such material, relating to particular Parties or persons, as the Authority shall so request or approve.

3.8.8 In addition to the foregoing, BSCCo shall keep under review whether any possible modification of the Code from time to time would better facilitate the objective in Condition C3(3)(d) of the Transmission Licence, and shall recommend to the Panel any particular such modification which in BSCCo's opinion would do so.

3.9 Reporting and information

3.9.1 Without prejudice to the generality of the objective in Section B1.2.1(e), BSCCo shall provide to the Panel, each Party and the Authority, quarterly reports (in such detail and such form as shall be agreed between BSCCo and the Panel) on the matters which are to be covered by the Annual BSC Report under Section B6.1.

3.10 Summary of Code

3.10.1 BSCCo shall prepare and from time to time update a useful summary of the Code, and separately of the Code Subsidiary Documents, and shall provide a copy of each summary to the Panel and the Authority and (upon payment of an amount not exceeding the reasonable costs of making such a copy) to any person who requests such a copy.

3.10.2 No person shall be entitled to rely on such summaries for any purpose.

4. MANAGEMENT OF BSCCO

4.1 Board of Directors

4.1.1 The Board shall comprise five Directors as follows:

- (a) the person who is Panel Chairman for the time being, who shall be Chairman of the Board;
- (b) two persons who are Industry Panel Members, nominated in accordance with paragraph 4.2;
- (c) two persons nominated by the Panel Chairman in accordance with paragraph 4.3.

4.1.2 The business and proceedings of the Board shall not be invalidated by reason of there being at any time fewer than the numbers of Directors provided for in paragraph 4.1.1 by reason of any casual vacancy.

4.2 Industry Directors

4.2.1 The Panel shall decide upon the Industry Panel Members who are to be Directors of BSCCo subject to and in accordance with this paragraph 4.2.

4.2.2 Whenever (upon a vacancy arising pursuant to paragraph 4.2.4) a requirement arises for a Director(s) to be nominated from among Industry Panel Members, the Panel shall consider and resolve upon which of them shall be so nominated, provided that:

- (a) if any Panel Member shall so require, the Panel shall resolve separately and by secret ballot, in relation to each Industry Panel Member, whether he shall be nominated;
- (b) if the Panel does not resolve to nominate at least the number (one or two as the case may be) of Directors which are to be nominated, the Chairman shall decide which Industry Panel Member(s) (in addition to any nominated by the Panel) shall be nominated as Director(s);
- (c) if the Panel resolves to nominate more than the number (one or two as the case may be) of Directors which are to be nominated, the Chairman shall decide which of the Industry Panel Member(s) so resolved upon shall be nominated as Director(s).

4.2.3 An Industry Panel Member shall not vote upon a proposal that he be nominated as Director.

4.2.4 An Industry Panel Member appointed as Director shall hold the office of Director until:

- (a) his term of office as Panel Member expires in accordance with Section B2.7.3; provided that he shall be eligible for re-appointment but shall not automatically continue to hold the office of Director by virtue of re-appointment as a Panel Member; or
- (b) if earlier, he ceases to hold office as a Panel Member pursuant to Section B2.7.4(b), (c) or (d); or
- (c) he ceases to hold office in accordance with the provisions of the Articles of Association of BSCCo.

4.3 Other Directors

- 4.3.1 The Panel Chairman shall decide, after consultation with the Panel, upon the person or persons to be nominated from time to time as Director(s) under paragraph 4.1.1(c), and shall notify the Panel Secretary of his decision.
- 4.3.2 A person appointed as Director under paragraph 4.1.1(c):
- (a) shall hold office for a term not exceeding two years, but shall be eligible for re-appointment on expiry of such term;
 - (b) may resign or be removed from office in accordance with the provisions of the Articles of Association of BSCCo.

4.4 Expenses and remuneration

- 4.4.1 Each Director shall be entitled to be reimbursed by BSCCo for the reasonable costs and expenses (including travel and accommodation costs) properly incurred by such Director in attending meetings of or otherwise in the conduct of the business of the Board.
- 4.4.2 In addition to reimbursement under paragraph 4.4.1, any Director appointed under paragraph 4.1.1(c) shall be entitled to be paid by BSCCo such remuneration and benefits as may be determined by the Panel Chairman after consultation with the Panel.
- 4.4.3 Except as provided in paragraph 4.4.2, no Director shall be entitled (in that capacity) to be paid any remuneration or benefits other than his costs and expenses in accordance with paragraph 4.4.1.
- 4.4.4 The secretary of BSCCo shall not be entitled to remuneration in that capacity, but without prejudice to the terms on which he is employed by BSCCo.
- 4.4.5 The remuneration and benefits payable to a Director pursuant to paragraph 4.4.2 shall be disclosed in the Annual BSC Report.

4.5 Indemnity

- 4.5.1 The Directors of BSCCo shall be indemnified by BSCCo as and to the extent provided in the Articles of Association of BSCCo.

4.6 Chief executive

- 4.6.1 After consultation with the Panel, the Board shall appoint, and may from time to time remove, reappoint or replace, a person, not being a Director, to be the chief executive of BSCCo.
- 4.6.2 The person appointed as Chief Executive shall be employed or otherwise engaged by BSCCo on such terms as the Board shall decide.
- 4.6.3 The Chief Executive shall not be a Director but shall be entitled to receive notices of and to attend and speak (but not to vote) at all meetings of the Board, and (if requested by the Chairman of the Board) shall be required to attend such meetings, provided that the Board may require him to be absent from any part of a meeting at which any matter concerned with his employment or engagement by BSCCo is to be considered.
- 4.6.4 The Board shall delegate to the Chief Executive authority to conduct the day to day business of BSCCo.

4.7 Proceedings of the Board

4.7.1 Subject to the provisions of the Code, proceedings of the Board shall be conducted and governed in accordance with the requirements contained in the Articles of Association of BSCCo.

5. RELATIONSHIP BETWEEN PARTIES AND BSCCO

5.1 Liability of BSCCo

5.1.1 It is acknowledged that, by virtue of the arrangements for funding BSCCo set out in Section D:

- (a) BSCCo is not intended to make profits or losses in any BSC Year; and
- (b) if any Party or Parties were to make any claim against any BSC Company the financial consequences of such claim would be borne by the Trading Parties themselves.

5.1.2 Accordingly, subject to the further provisions of this paragraph 5.1 and paragraph 5.2, the Parties agree that they do not intend that any Party or Parties should be able to make any claim in damages or any other claim of a financial nature against any BSC Company; and each Party (to the fullest extent permitted by law) waives any such claims against any BSC Company and releases each BSC Company from any such liability in respect of any breach by such BSC Company of any provision of the Code or in tort (including negligence) or otherwise.

5.1.3 The obligations of each Trading Party in respect of the funding of BSCCo pursuant to Section D shall not be prejudiced, qualified or affected in any way by any breach by any BSC Company of any provision of the Code, or any other act or omission of any BSC Company.

5.1.4 Nothing in paragraph 5.1.2 shall exclude or limit the liability of a BSC Company for death or personal injury resulting from the negligence of such BSC Company or the ability of any Party to seek any equitable remedy against a BSC Company.

5.1.5 Paragraph 5.1.2 is without prejudice to:

- (a) the obligations of BSC Clearer to Trading Parties pursuant to Section N;
- (b) any provision of the Code which may provide for an indemnity by BSCCo in favour of any Party or other person, or which provides for BSCCo to make a payment to any Party;

and nothing in paragraph 5.1.2 shall prevent any Party from or restrict it in enforcing any obligation by way of debt owed by BSCCo or the BSC Clearer pursuant to any provision of the Code.

5.1.6 No Party shall take any step in relation to a BSC Company which (if Section H3 were expressed to apply in respect of such BSC Company) would or might result in such BSC Company being in Default pursuant to Section H3.1.1(g); provided that this shall not prevent a Party from notifying any BSC Company that such Party requires payment of any amount which is due for payment by such BSC Company to such Party.

5.1.7 Each Party acknowledges and agrees that the provisions of this paragraph 5.1 have been the subject of discussion and are fair and reasonable having regard to the circumstances at the Code Effective Date.

5.2 Party particularly prejudiced by BSCCo breach

5.2.1 Subject to the further provisions of this paragraph 5.2, where:

- (a) BSCCo is in breach of a provision of the Code, other than any provision specified in paragraph 5.2.2; and
- (b) a Party (the "**claimant Party**") was unfairly and particularly prejudiced by the breach, and in particular the circumstances in which such breach occurred, and in which loss was suffered by the claimant Party as a result of such breach, were not such as to result in some loss being suffered by all Parties or by all Trading Parties

then paragraph 5.1 and Section H6.2.2(a) shall not exclude or limit the liability of BSCCo in damages to the claimant Party in respect of such breach (an "**actionable breach**"), but without prejudice to Section H6.2.2(b).

5.2.2 Paragraph 5.2.1 shall not apply in respect of a breach by BSCCo:

- (a) of any of its obligations as, or provision of the Code relating to, the Performance Assurance Administrator; or
- (b) of any provision of Section M; or
- (c) of paragraph 2.6; or
- (d) of any provision of Section F.

5.2.3 A Party may not bring a claim or commence any proceedings against BSCCo in respect of an actionable breach more than 6 months after the date on which the breach occurred or commenced or (if later) more than 3 months after the Party became or could reasonably be expected to have become aware of the breach.

5.2.4 A Party may not make a claim against BSCCo in respect of an actionable breach if the amount of the Party's loss resulting from such breach is less than £50,000.

5.2.5 The aggregate cumulative amount payable by BSCCo to all Parties in respect of actionable breaches under this paragraph 5.2 for which payments (of damages or otherwise) fall to be made by BSCCo in any BSC Year shall not exceed £3,000,000.

5.2.6 If the aggregate amount so payable by BSCCo in a BSC Year would otherwise exceed the amount specified in paragraph 5.2.5:

- (a) the amounts for which BSCCo is liable to each relevant Party shall be reduced pro rata (and if unpaid, BSCCo shall pay such reduced amounts);
- (b) where BSCCo has already paid any such amount to a Party, BSCCo shall require and each relevant Party shall make and pay such adjustment amounts as the Panel shall approve for the purposes of giving effect to paragraph (a).

5.3 Capacity of BSCCo

- 5.3.1 Subject to paragraph 5.3.2, BSCCo shall act as principal and not as agent of Parties in the exercise and discharge of its powers, functions and responsibilities.
- 5.3.2 Where the Code so provides, BSCCo shall, or (if the Code so provides) may, act as agent for and on behalf of, or as trustee for, Parties or particular Parties.
- 5.3.3 Except as provided by the Code, BSCCo shall not, and is not authorised to, enter into any commitment or incur any liability as agent for or in the name of any Party (but without prejudice to Parties' funding obligations under Section D).

6. BUSINESS STRATEGY AND ANNUAL BUDGET

6.1 Introduction

- 6.1.1 For each BSC Year (the "**Plan Year**") BSCCo shall have:
- (a) a Business Strategy, setting out the principal activities which BSCCo expects to be carrying out in the Plan Year and each of the two following BSC Years, on the basis of the functions and responsibilities which are or have been assigned to BSCCo under or pursuant to the Code;
 - (b) an Annual Budget, setting out the expenditure which BSCCo considers reasonably necessary in order to carry out such activities in the Plan Year,
- each established and from time to time amended in accordance with this paragraph 6.
- 6.1.2 The Business Strategy for each BSC Year shall be approved by the Panel in accordance with paragraph 6.3.
- 6.1.3 BSCCo shall provide a copy of each Business Strategy and Annual Budget, and each revision thereof, to the Authority, the Panel and each Party, promptly after adopting or making any revision to such Business Strategy or Annual Budget.

6.2 Scope of Business Strategy and Annual Budget

- 6.2.1 BSCCo will discuss with the Panel and obtain its approval of the scope and format from time to time of the Business Strategy and Annual Budget.

6.3 Business Strategy

- 6.3.1 For each BSC Year, BSCCo shall:
- (a) not later than 1st December in the preceding BSC Year, make an initial presentation to the Panel of its proposals for the Business Strategy;
 - (b) not later than 1st January in the preceding BSC Year, prepare an initial draft Business Strategy, provide a copy to the Panel and to all Parties, and invite comments from persons eligible to propose Code Modifications thereon;
 - (c) not later than 1st February in the preceding BSC Year, after considering all comments received by BSCCo, prepare and provide to the Panel a revised draft of the Business Strategy together with a summary of the comments received on the initial draft; and

- (d) not later than 1st March in the preceding BSC Year, after discussing the draft with the Panel, make such further revisions to the draft Business Strategy as the Panel may consider appropriate having regard to the functions and responsibilities of BSCCo and the objectives in Section B1.2.1, and finalise and subject to the approval of the Panel adopt the Business Strategy.
- 6.3.2 Where BSCCo or the Panel considers that there are options or alternatives as to any activity which BSCCo may carry out in the Plan Year, which or the costs of which are materially different from each other, the initial draft Business Strategy provided under paragraph 6.3.1(b) shall set out such options or alternatives.
- 6.3.3 With the consent of the Panel, BSCCo may vary the times by which the steps in paragraph 6.3.1 are to be taken.
- 6.3.4 After adopting the Business Strategy, BSCCo shall keep the Business Strategy (so far as it relates to the Plan Year) under review, and shall propose any revision thereto which appears requisite, and shall revise the Business Strategy in accordance with any approval of the Panel but not otherwise.
- 6.4 Annual Budget**
- 6.4.1 At the same time as preparing each draft of the Business Strategy under paragraph 6.3, BSCCo shall prepare or revise, and submit to the persons to whom each draft Business Strategy is submitted, a draft Annual Budget for the Plan Year.
- 6.4.2 Following approval by the Panel of the Business Strategy, BSCCo shall finalise and adopt the Annual Budget.
- 6.4.3 Following any revision of the Business Strategy, BSCCo shall review and if appropriate revise the Annual Budget.
- 6.4.4 The Annual Budget for each BSC Year and any revision (including under paragraph 6.5) of such Annual Budget shall be approved by the Board.
- 6.5 Budget overspend**
- 6.5.1 If the aggregate amount of BSCCo's expenditure in any BSC Year exceeds, or BSCCo anticipates that it may exceed, the amount contained in the Annual Budget, BSCCo shall promptly:
- (a) notify the Panel and all Parties, giving details of the excess expenditure and an explanation of the reasons therefor; and
- (b) submit to the Panel and all Parties a draft revision of the Annual Budget, together with any possible options for modifying the Business Strategy which BSCCo considers may be appropriate so as to reduce or limit its expenditure in the relevant BSC Year (and an indication of the effect of such proposals on the Annual Budget).
- 6.5.2 After discussion with the Panel (and such consultation with Trading Parties as the Panel may stipulate), but subject to and taking account of any consequent revision of the Business Strategy which the Panel may have approved, BSCCo shall revise the Annual Budget so as to include the excess expenditure.

7. BSC COMPANIES

7.1 General

7.1.1 BSCCo may discharge any of its powers, functions and responsibilities under the Code through (and by delegation to) a Subsidiary in which BSCCo is permitted to hold shares in accordance with paragraph 3.4.5(b)(ii) (and in particular may hold any BSC Agent Contract through such a Subsidiary); but only to the extent to which the powers, functions or responsibilities relate to activities which were carried out, or which are equivalent to or developed from activities which were carried out, by the relevant company before it became a Subsidiary pursuant to the Implementation Scheme on the Code Effective Date.

7.1.2 No Subsidiary of BSCCo shall, and BSCCo shall procure that any Subsidiary shall not:

- (a) have or exercise any powers or functions beyond the powers and functions of BSCCo; or
- (b) otherwise do anything which pursuant to the Code may not be done by BSCCo, or may not be done without the consent or approval of the Panel.

7.1.3 For the purposes of paragraph 3.4.3(a) the reference to borrowings in that paragraph shall be to the borrowings of BSCCo and all of its Subsidiaries in aggregate.

7.1.4 Reference in this paragraph 7.1 to Subsidiaries of BSCCo do not include the BSC Clearer.

7.2 BSC Clearer

7.2.1 The BSC Clearer shall fulfil the role provided in Section N, and shall have the duties, powers and functions set out in that Section.

7.2.2 The BSC Clearer shall not undertake any business or activity, and shall not take any step or incur any commitment or liability, other than pursuant to and in accordance with Section N and this paragraph 7.

7.3 Duties of BSCCo

7.3.1 BSCCo shall at all times be the registered holder of all of the issued share capital of each of its Subsidiaries.

7.3.2 Neither BSCCo nor any of its Subsidiaries shall authorise or agree to, or permit or take any step for or with a view to, any of the following:

- (a) any change in the authorised share capital of any Subsidiary;
- (b) the issue of any share capital, or issue or grant of any option, warrant or other instrument, security or right to subscribe for or which is convertible into shares of any Subsidiary;
- (c) any transfer of any shares of any Subsidiary;
- (d) the creation of any pledge, mortgage, charge or other encumbrance over any shares of any Subsidiary.

7.3.3 BSCCo shall act, and exercise its rights, as shareholder of each Subsidiary so as and only so as to secure that the provisions of the Code are given effect in relation to such Subsidiary.

7.4 Constitution, etc

- 7.4.1 Subject to paragraph 7.4.2, the Memorandum and Articles of Association of the BSC Clearer shall be in the form designated pursuant to the Implementation Scheme.
- 7.4.2 The form of the Memorandum and Articles of Association of the BSC Clearer shall be treated as incorporated in and forming part of the Code for the purposes of enabling such form to be modified, and such form shall accordingly be capable of being modified, by way of Code Modification made pursuant to a Modification Proposal and otherwise in accordance with Section F; and the Memorandum and Articles of Association of the BSC Clearer shall be amended so as to be in any such modified form.
- 7.4.3 The Memorandum and Articles of Association of each other Subsidiary of BSCCo shall be in the same form as nearly as practicable as those of BSCCo (but with any differences consequent on its being such a Subsidiary).
- 7.4.4 The registered office, accounting reference date and statutory auditors of each Subsidiary of BSCCo shall be the same as those of BSCCo.

7.5 Directors and secretary

- 7.5.1 The board of directors of each Subsidiary of BSCCo shall at all times comprise the persons who are for the time being Directors of BSCCo, and the company secretary of such Subsidiary shall be the person who is for the time being company secretary of BSCCo.
- 7.5.2 Any person who is appointed or re-appointed as, or who resigns or is removed as, Director or company secretary of BSCCo shall be appointed or re-appointed, or shall resign or be removed, as a director or (as the case may be) the company secretary of each Subsidiary of BSCCo; and a director or the company secretary of such a Subsidiary shall not resign as such unless he resigns at the same time as a director or (as the case may be) the company secretary of BSCCo.
- 7.5.3 The person who is for the time being Chief Executive of BSCCo shall act as chief executive of each Subsidiary of BSCCo, under such terms of reference as the board of directors of such Subsidiary may determine.
- 7.5.4 Each director of a Subsidiary shall be entitled to be reimbursed by BSCCo for the reasonable costs and expenses (including travel and accommodation costs) properly incurred by such director in attending meetings or otherwise in the conduct of the business of the board of directors of the Subsidiary and not otherwise reimbursed under paragraph 4.4.1.
- 7.5.5 No director of a Subsidiary shall be entitled (in that capacity) to be paid any remuneration or benefits other than his costs and expenses in accordance with paragraph 7.5.4.

7.6 BSCCo services

- 7.6.1 BSCCo shall provide to each of its Subsidiaries such administrative, support and other services, and may make such other arrangements with such Subsidiaries, as may be required to enable the Subsidiary to perform its functions
- 7.6.2 The arrangements made by BSCCo under paragraph 7.6.1 shall include arrangements which ensure that each Subsidiary has funds sufficient to meet its costs, expenses and other outgoings.
- 7.6.3 In the case of the BSC Clearer, the services to be provided by BSCCo under paragraph 7.6.1 include, without limitation, to the extent to which (under the Code and the relevant

BSC Service Description) the FAA is to provide services to or for the benefit of the BSC Clearer, entering into and managing the relevant BSC Agent Contract with the FAA.

- 7.6.4 The BSC Clearer and BSCCo will make such further arrangements (including the conferring of appropriate authorities on BSCCo) as are requisite in connection with the provision of services by BSCCo under paragraph 7.6.1.

8. BSCCO INVOLVEMENT IN BETTA

8.1 BETTA Support Work

- 8.1.1 Subject to the further provisions of this paragraph 8, and without prejudice to the discharge of its other functions and responsibilities in accordance with paragraph 1.3.1 and any other provisions of the Code, BSCCo may undertake work (**BETTA Support Work**) by way of the provision to the Authority of facilities, resources and other services and support in connection with the development and implementation of BETTA ~~(the proposed British Electricity Trading and Transmission Arrangements, as referred to in Standard Condition C3.3(e) of the Transmission Licence)~~, including in particular:

- (a) the identification and development of the changes which would be required to the Code and Code Subsidiary Documents to enable them to serve as a balancing and settlement code for Great Britain (**GB BSC**) and its subsidiary documents for BETTA;
- (b) the identification, impact assessment, design, development, testing and trialling of the changes which would be required to BSC Agent Systems, BSC Service Descriptions and BSC Agent Contracts and the systems, service descriptions and contracts of other service providers to enable them to serve as systems, service descriptions and contracts for BETTA;
- (c) planning and preparation for the introduction of, and the transition from the arrangements subsisting pursuant to the Code and the Settlement Agreement for Scotland to those subsisting under, a GB BSC; and

(d) the implementation of BETTA during the Transition Period.

- 8.1.2 BSCCo shall not undertake any BETTA Support Work unless BSCCo has proposed to the Authority a work specification (in such form and detail as the Authority may require) for such BETTA Support Work and the Authority has approved such work specification.

- 8.1.3 If the Transmission Licence is modified so as to exclude Standard Condition C3.3(e), with effect from the effective date of such modification, BSCCo's authority to conduct BETTA Support Work shall lapse, without prejudice to the BETTA Support Work undertaken by BSCCo before such date, and to BSCCo's authority to satisfy any commitment entered into in the course of undertaking BETTA Support Work (pursuant to a work specification approved pursuant to paragraph 8.1.2) before such date.

8.2 Further provisions

- 8.2.1 In the course of undertaking BETTA Support Work pursuant to a work specification approved pursuant to paragraph 8.1.2 BSCCo may (without limitation):

- (a) procure advice, impact assessments and other services (as required for the purposes of paragraph 8.1.1(b) or ~~(e)d~~) from BSC Agents and other service providers;

- (b) prior to BETTA Go Active negotiate amendments with BSC Agents and other service providers (as to such additions and changes as are described in paragraph 8.1.1(b)) to BSC Agent Contracts, BSC Service Descriptions and other service provider contracts and service descriptions, or with the approval of the Authority procure and/or negotiate an offer from a person not being the existing BSC Agent to enter into such an additional or amended BSC Agent Contract, provided that any such amendment (or acceptance of any such offer) shall be expressed to be conditional and contingent upon the decision (which BSCCo ~~is will~~ not, until BETTA Go Active and in accordance with paragraph 8.2.6, be authorised ~~under this paragraph 8~~ to take) that the relevant BSC Agent or other person is to be appointed in an equivalent capacity under the GB BSC;
 - (c) subsequent to BETTA Go Active, negotiate and agree additions or changes to existing BSC Agent Contracts, BSC Service Descriptions and other service provider contracts and service descriptions and negotiate, agree and enter into new BSC Agent Contracts, BSC Service Descriptions and other contracts, or in each case negotiate offers for the same;
 - (d) liaise, cooperate and exchange information with Core Industry Document Owners;
 - (~~de~~) consult with Parties and others in relation to the matters in paragraphs 8.1.1(a), (b) and (~~ed~~);
 - (~~ef~~) for the purposes of any such consultation required by paragraph 8.2.1(e), disclose or publish any relevant information (as defined in paragraph 3.6.4), excluding any information which relates to the affairs of an individual Party and is in BSCCo's opinion commercially sensitive, or the disclosure or publication of which would in BSCCo's opinion substantially prejudice the interests of all or a class of Parties collectively, unless the Authority notifies BSCCo that the Authority has determined that such disclosure or publication is requisite for the purposes of the undertaking of the BETTA Support Work;
 - (~~fg~~) procure such further resources and services as it may reasonably require to enable it to undertake such BETTA Support Work.
- 8.2.2 The costs, expenses and liabilities incurred by BSCCo in the undertaking of BETTA Support Work shall be BSC Costs, but BSCCo shall keep account of such costs, expenses and liabilities separately from all other BSC Costs.
- 8.2.3 BSCCo shall prepare and make available to the Panel and to Parties regular reports in respect of BETTA Support Work, and the costs, expenses and liabilities incurred in undertaking such work, but BSCCo shall not be required to disclose to Parties or the Panel any information relating to BETTA which the Authority expressly requests BSCCo to keep confidential.
- 8.2.4 The functions of, and the things done by, BSCCo under and pursuant to this paragraph 8 shall be considered to be functions under and things done pursuant to the Code for the purposes of paragraphs 3.4.1, 3.4.2, 4.4, 4.5, 4.6, 5.1 and 5.3 and Sections D2, H4.2 and H4.3 (but subject to paragraph 8.2.1(~~ef~~) above), H4.5, H4.6, H4.7 (for the purposes of which BSCCo Materials and BSC Systems shall be construed taking account of BETTA Support Work), H4.9, H4.10.2, H6, H7 and H9 but not for the purposes of any other provision of the Code (including paragraph 1.3) which applies or refers directly or indirectly to the functions of BSCCo; and the Panel shall have no duties or responsibilities in relation to BETTA Support Work and (except as provided in paragraph 8.2.3) BSCCo

shall owe no duties to the Panel or to any Party or Parties generally in the carrying out of such functions.

8.2.5 Without prejudice to what may be provided in the relevant work specification pursuant to paragraph 8.1.2, Section E2.7 shall not apply in relation to anything done by BSCCo pursuant to paragraph 8.2.1(b) and (c).

8.2.6 BSCCo shall on and from BETTA Go Active be authorised and entitled to:

(a) waive or treat as satisfied any condition or contingency to which any change, addition or amendment to an existing BSC Agent Contract, BSC Service Description or other service provider contractor or service description, or to which any new BSC Agent Contract, BSC Service Description, service provider contract or service description, is expressed as being subject to or contingent on; and

(b) make the decision referred to in paragraph 8.2.1(b) that the relevant BSC Agent or other person is to be appointed in an equivalent capacity under the GB BSC.

9. PROVISION OF PROFILE ADMINISTRATION SERVICES BY BSCCO

9.1 Provision of Profile Administration Services in certain circumstances

9.1.1 Subject to the further provisions of this paragraph 9, BSCCo may where:

- (a) its good faith attempts to appoint a Profile Administrator in accordance with Section E have been unsuccessful; and
- (b) the Panel's prior consent has been obtained,

provide (directly and/or via a subcontractor) the services set out in paragraph S4.2 (the "*Profile Administration Services*").

9.1.3 BSCCo may not provide the Profile Administration Services for any period exceeding one year without further Panel approval.

9.2 BSCCo's capacity and obligations

9.2.1 Where the Profile Administration Services are provided by BSCCo, they are provided in its capacity as BSCCo and not as a BSC Agent.

9.2.2 For the duration of any period where BSCCo provides the Profile Administration Services, Section E shall not apply in respect of the provision of those services.

9.2.3 For the duration of any period where BSCCo provides the Profile Administration Services, the following provisions of paragraph S4 shall be deemed to have been amended as follows:

- (a) paragraph S4.2.1(f) shall not apply;
- (b) paragraph S4.2.2 shall read:

BSCCo shall prepare 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 it or its appointee,

augmented with data provided by Suppliers which is consistent with the overall sample design;

(c) paragraph S4.2.3 shall read:

BSCCo shall prepare:

(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 it 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; and*

(d) for the purposes of paragraph S4.2.4 “*Profile Administrator*” shall be read as “*BSCCo*”.

SECTION D: BSC COST RECOVERY AND PARTICIPATION CHARGES**1. GENERAL****1.1 Introduction**

1.1.1 This Section D sets out:

- (a) the basis on which Trading Parties' various Funding Shares will be determined;
- (b) the basis for determining specified charges payable by Parties and others to BSCCo in respect of participation under the Code;
- (c) further arrangements pursuant to which BSCCo will recover BSC Costs from Trading Parties;
- (d) arrangements pursuant to which certain Trading Parties will recover certain amounts (not being Trading Charges), directly from other Trading Parties, in respect of Party-Funded Costs.

1.1.2 In this Section D:

- (a) references to Parties exclude BSCCo and the BSC Clearer;
- (b) references to a month are to a calendar month, unless the context otherwise requires.

1.1.3 For the purposes of the Code, "**BSCCo Charges**" means amounts payable by Parties by way of Specified BSC Charges in accordance with paragraph 3.1 and any further charges in accordance with paragraph 3.3, and in respect of the recovery of BSC Costs pursuant to paragraph 4.2.

1.1.4 Nothing in this Section D applies in relation to Trading Charges.

1.2 Funding Shares

1.2.1 For the purposes of the Code, in relation to a month:

- (a) the "**Main Funding Share**" (FSM_{pm}) of a Trading Party is the proportion determined in accordance with Part 1 of Annex D-1;
- (b) the "**SVA (Consumption) Funding Share**" ($FSCS_{pm}$) of a Trading Party which is a Supplier is the proportion determined in accordance with Part 2 of Annex D-1;
- (c) the "**SVA (Production) Funding Share**" ($FSPS_{pm}$) of a Trading Party is the proportion determined in accordance with Part 3 of Annex D-1;
- (d) subject to paragraph 1.2.2, the "**General Funding Share**" of a Trading Party is the proportion determined in accordance with Part 4 of Annex D-1;
- (e) subject to paragraphs 1.2.2, 1.2.3 and 1.2.4, the "**Annual Funding Share**" of a Trading Party is the sum of its General Funding Shares for the 12 consecutive months ending with and including that month, divided by the sum for all Trading Parties of their General Funding Shares for such 12 months;

- (f) **"Funding Shares"** means Main Funding Shares, SVA (Consumption) Funding Shares, SVA (Production) Funding Shares, General Funding Shares, Annual Funding Shares and (where applicable in accordance with paragraph 1.3) Default Funding Shares.

1.2.2 A reference in any provision of the Code to the General Funding Share or Annual Funding Share (in relation to any month) of a Trading Party on a **"default basis"**, in the context of one or more other Trading Parties being in default of a payment obligation under the Code, is to such General Funding Shares or Annual Funding Shares determined, as provided in Part 4 of Annex D-1, so as to disregard the participation of the Trading Party(ies) in default.

1.2.3 Subject to paragraph 1.2.4, for the purposes of paragraph 1.2.1(e) a Trading Party shall be treated as having a General Funding Share of zero for any month for which no General Funding Share was determined for that Trading Party.

1.2.4 In relation to any month which is less than 12 months after the Go-live Date, the number of months referred to in paragraph 1.2.1(e) shall be the number of whole months from the Go-live Date to and including that month.

1.3 **Default Funding Shares**

1.3.1 For the purposes of this Section D:

- (a) a Trading Party is a **"defaulting party"** in relation to a BSC Year (a **"default"** BSC Year) where:
- (i) the Trading Party failed to pay any amount by way of BSCCo Charges (for which that Party was liable) accruing in respect of the default BSC Year, and
 - (ii) such unpaid amount was recognised by BSCCo as a bad debt and included in BSC Costs pursuant to paragraph 2.1.1(a)(ii) in relation to the default BSC Year;
- (b) in relation to every month in a default BSC Year (irrespective of the month in which any defaulting party failed or first failed to make payment), the **"Default Funding Share"** (FSD_{pm}) of each Trading Party which was not a defaulting party in that year is its General Funding Share determined on a default basis in relation to all defaulting parties.

1.4 **Determination of Funding Shares**

1.4.1 BSCCo will:

- (a) determine periodically in accordance with paragraph 4 each Trading Party's Main Funding Share, SVA (Consumption) Funding Share, SVA (Production) Funding Share and General Funding Share, Annual Funding Share and (where applicable) Default Funding Share for each month; and
- (b) notify all such Funding Shares to all Trading Parties in the statement provided under paragraph 4.5.1(b).

1.4.2 Annual Funding Shares determined in relation to any month in accordance with paragraph 4:

- (a) shall be final and binding on Trading Parties, notwithstanding that (in accordance with paragraph 4.3) they are based on estimated data (used in the determination of General Funding Shares) for certain months; and
 - (b) shall not be subject to any subsequent adjustment or reconciliation upon actual data becoming available or upon any subsequent redetermination of General Funding Shares.
- 1.4.3 Each Party shall, upon request of BSCCo, provide to BSCCo any information reasonably requested by it for the purposes of determining Trading Parties' various Funding Shares.
- 1.4.4 So far as data derived in Volume Allocation is used in the determination of any Funding Shares:
- (a) such data shall be that derived from the Initial Volume Allocation Runs for Settlement Days in the relevant month, which shall be final and binding for the purposes of such determination;
 - (b) no adjustment or reconciliation shall be made in respect of or by reference to any Reconciliation Volume Allocation Run or data derived therefrom, or otherwise as a result of the resolution of any Trading Dispute relating to such data.
- 1.4.5 If:
- (a) at the time at which a Trading Party first raised a Trading Dispute in accordance with Section W, such Party notified the Panel that the Party wishes this paragraph 1.4.5 to apply; and
 - (b) following resolution of the Trading Dispute (or as the case may be the making of an arbitral award) and the carrying out of a Reconciliation Volume Allocation Run, the Panel in its sole discretion considers that such resolution or award amounts to an exceptional circumstance which justifies making an adjustment in respect of the Volume Allocation data used in determining Funding Shares,

then the Panel may require BSCCo to redetermine Funding Shares (for all or any particular purposes of the Code) accordingly, and to make the consequential adjustments in respect of the amounts paid or payable by Trading Parties by way of BSCCo Charges.

2 BSC COSTS

2.1 General

2.1.1 For the purposes of the Code, subject to paragraph 2.4:

- (a) "**BSC Costs**" means, subject to paragraph (b):
 - (i) all costs, expenses and other outgoings of BSCCo and its Subsidiaries and other amounts for which BSCCo or any of its Subsidiaries may be liable (other than amounts payable as trustee for any person), net of recoverable VAT; and
 - (ii) with effect from such time as BSCCo determines to treat such amount as a bad debt, any amount payable by a Party in respect of

BSCCo Charges which was not paid within 15 Business Days after the due date for payment and remains outstanding at such time, excluding any part of such amount which comprises VAT to the extent to which BSCCo considers that it will recover such VAT from a taxation authority;

- (b) BSC Costs do not include:
 - (i) amounts payable by or to the BSC Clearer in respect of Trading Charges pursuant to Section N;
 - (ii) (to avoid double counting) amounts paid by BSCCo to its Subsidiaries by way of funding;
 - (iii) Party Funded Costs or any amounts payable to any Parties in respect of Supplier charges pursuant to Annex S-1;
- (c) "**SVA Costs**" are BSC Costs incurred by BSCCo in connection with Supplier Volume Allocation, determined in accordance with Annex D-2;
- (d) "**Annual BSC Costs**" in relation to a BSC Year, means all BSC Costs accruing (in accordance with the BSCCo Accounting Policies) in that year;
- (e) "**Annual SVA Costs**" in relation to a BSC Year, means all SVA Costs accruing (in accordance with the BSCCo Accounting Policies) in that year;
- (f) "**Annual Default Costs**" in relation to a BSC Year, means the aggregate of all unpaid amounts falling to be treated as BSC Costs under paragraph 2.1.1(a)(ii) in that BSC Year.

2.1.2 Without prejudice to the generality of paragraph 2.1.1, BSC Costs include amounts for which BSCCo or any of its Subsidiaries is liable:

- (a) pursuant to or in connection with any BSC Agent Contract or Market Index Data Provider Contract or any breach by BSCCo thereof or the termination thereof;
- (b) pursuant to any indemnity given by it pursuant to the Code or any BSC Agent Contract or Market Index Data Provider Contract or otherwise;
- (c) pursuant to any provision of the Implementation Scheme;
- (d) should BSCCo in any circumstances be required to pay (other than as trustee) to any Party any amount recovered or recoverable by BSCCo from a BSC Agent or Market Index Data Provider;
- (e) by way of payment of interest or other charges or repayment (including any prepayment or premature or accelerated repayment) of principal in respect of any borrowing (and including any grossed-up amounts where any deduction is made from payment of interest);
- (f) in respect of any taxes (save to the extent to which such amounts are recoverable from any person or authority in the BSC Year in question);
- (g) to a Contract Trading Party pursuant to Section M4;

- (h) in damages (in contract or tort or otherwise) to any person, including (by virtue of Section C5.2 or otherwise) any Party.

2.2 Recovery of BSC Costs

- 2.2.1 BSCCo shall and shall be entitled to recover all BSC Costs from Trading Parties severally as provided in this Section D.

2.3 BSC Accounting Policies

- 2.3.1 BSCCo shall prepare and adopt, and may from time to time amend, after consulting with the Panel, accounting policies, as required by or consistent with requirements of law and generally accepted accounting practice in the United Kingdom, and having regard to the objectives referred to in Section C1.3.1.
- 2.3.2 BSCCo shall prepare a statement of the accounting policies from time to time adopted or amended pursuant to paragraph 2.3.1 and shall provide a copy of such statement and any amendment thereof to the Panel and upon request to any Trading Party.
- 2.3.3 BSCCo shall account for its transactions, costs and revenues, and shall maintain and prepare accounting records, statements and other documents, as required by law and as further appropriate to give effect to this Section D and in accordance with the BSC Accounting Policies.

2.4 Taxation

- 2.4.1 Subject only to paragraph 2.4.3, each Party agrees that it will be bound by any agreement made (whether before or after the entry into force of the Code) between BSCCo (or any of its Subsidiaries) and any tax authority as to the treatment for taxation purposes of any transactions envisaged by the Code between BSCCo (or any of its Subsidiaries) and any other Party.
- 2.4.2 Subject only to paragraph 2.4.3, each Party further undertakes that it will not act in any way prejudicial to such agreement, including acting on the basis of, assuming, seeking or making any application or request to any tax authority for, any conflicting treatment.
- 2.4.3 A Party shall not be bound by paragraph 2.4.1 or 2.4.2, if and to the extent that such Party has first obtained an opinion of leading counsel, in unequivocal terms, to the effect that such agreement is unlawful, or that it is required by law to act in breach of paragraph 2.4.2, and has provided to BSCCo a copy of such opinion and notified to BSCCo the action which such Party intends to take.
- 2.4.4 BSCCo shall ensure that details of each such agreement as is referred to in this paragraph 2.4 are provided to each Party upon its becoming a Party and upon any change in such agreement.

3. SPECIFIED BSC CHARGES

3.1 General

- 3.1.1 For the purposes of the Code:

- (a) "**Specified BSC Charges**" means Specified NETA Funding Charges, Main Specified Charges and SVA Specified Charges;

- (b) **"Specified NETA Funding Charges"** means the charges determined in accordance with paragraph 2 of Annex D-3;
- (c) **"Main Specified Charges"** means the charges determined in accordance with paragraph 3 of Annex D-3;
- (d) **"SVA Specified Charges"** means the charges determined in accordance with paragraph 4 of Annex D-3.

3.2 Liability to pay Specified BSC Charges

- 3.2.1 Each Party shall be liable for and shall pay Specified BSC Charges determined in accordance with Annex D-3.
- 3.2.2 BSCCo shall determine amounts payable by way of Specified BSC Charges, and invoice such amounts to Parties (in accordance with paragraph 4.3 in the case of Trading Parties).

3.3 Further charges

- 3.3.1 The further provisions of Annex D-3 shall apply for the purposes of determining further charges which may be made by BSCCo; and Parties shall be liable to BSCCo for and shall pay all such amounts which may be so charged and invoiced by BSCCo.

4. RECOVERY OF NET ANNUAL COSTS

4.1 Net Annual BSC Costs

For each BSC Year:

- (a) **"Annual Net Main Costs"** is the amount of the Annual BSC Costs, less:
 - (i) all amounts payable by Parties by way of Main Specified Charges and specified NETA Funding Charges;
 - (ii) all amounts payable to BSCCo by any BSC Agent or Market Index Data Provider by way of credit, damages or liquidated damages or otherwise (unless deducted from amounts payable to such BSC Agent or Market Index Data Provider before the latter amounts were counted as BSC Costs), other than amounts falling within paragraph (b)(ii);
 - (iii) the amount of the Annual SVA Costs (or if greater, the aggregate amount paid by Trading Parties by way of SVA Specified Charges);
 - (iv) any amount recovered by BSCCo from any insurer;
 - (v) any amounts paid to BSCCo by way of fee pursuant to Section P6.2.2, Section P6.7.2 or Section Q7.2.3;
 - (vi) any amounts paid to BSCCo by way of fee pursuant to Section Q7.2.3;
 - (vii) all amounts otherwise paid to BSCCo (other than as trustee) by any person (including any Party, pursuant to any indemnity given by the Party to BSCCo under the Code, or otherwise);

- (b) **"Annual Consumption-Charging Net SVA Costs"** is one-half of the amount of the Annual SVA Costs, less:
 - (i) all amounts payable by Trading Parties by way of SVA Specified Charges;
 - (ii) all amounts payable to BSCCo by any of the BSC Agents referred to in Annex D-2, by way of credit, damages or liquidated damages or otherwise (unless deducted from amounts payable to such BSC Agent before the latter amounts were counted as BSC Costs), in respect of services referred to in Annex D-2;
- (c) **"Annual Production-Charging SVA Costs"** is one-half of the amount of the Annual SVA Costs;
- (d) subject to paragraph 4.3.8:
 - (i) **"Monthly Net Main Costs"** (MNMC_m) is 1/12 of Annual Net Main Costs;
 - (ii) **"Monthly Consumption-Charging Net SVA Costs"** (MCNSC_m) is 1/12 of Annual Consumption-Charging Net SVA Costs;
 - (iii) **"Monthly Production-Charging SVA Costs"** (MPSC_m) is 1/12 of Annual Production-Charging SVA Costs;
- (e) **"Monthly Default Costs"** (MDC_m) is 1/12 of Annual Default Costs.

4.2 Liability in Funding Shares

- 4.2.1 For each month in any BSC Year, each Trading Party shall be liable to BSCCo for:
 - (a) its Main Funding Share for that month of the Monthly Net Main Costs;
 - (b) its SVA (Consumption) Funding Share for that month of the Monthly Consumption-Charging Net SVA Costs;
 - (c) its SVA (Production) Funding Share for that month of the Monthly Production-Charging SVA Costs;
 - (d) its Default Funding Share of the Monthly Default Costs.
- 4.2.2 Amounts for which Trading Parties are liable pursuant to paragraph 4.2.1 shall be invoiced in accordance with the further provisions of this paragraph 4.

4.3 Invoicing, estimation and reconciliation

- 4.3.1 In relation to each month (the **"invoice month"**) of each BSC Year, BSCCo shall determine:
 - (a) the amounts of:
 - (i) Monthly Net Main Costs,
 - (ii) Monthly Consumption-Charging Net SVA Costs,
 - (iii) Monthly Production-Charging SVA Costs,

(iv) Monthly Default Costs (if any)

for the invoice month and each preceding month in that year, consistent with the prevailing Annual Budget, and based on its prevailing estimate of Annual Net Main Costs, Annual Consumption-Charging Net SVA Costs, Annual Production-Charging SVA Costs and Annual Default Costs for the year;

(b) for each Trading Party, in relation to the invoice month and each preceding month in that BSC Year:

(i) the Main Funding Shares, SVA (Consumption) Funding Shares, SVA (Production) Funding Shares and (where applicable) Default Funding Shares of such Party; and

(ii) the amounts for which such Party is liable by way of Specified Charges;

(c) for each Trading Party:

(i) on the basis of paragraphs (a) and (b), the aggregate amounts for which such Party is liable in such BSC Year, up to and including the invoice month, by way of BSCCo Charges;

(ii) the aggregate amount (if any) already paid or payable by each Party by way of BSCCo Charges in such BSC Year, up to and including the month preceding the invoice month;

(iii) the amount of the difference (whether positive or negative) between the amounts in paragraphs (i) and (ii).

4.3.2 BSCCo's determinations under paragraph 4.3.1 shall be made:

(a) as at 1000 hours on the 15th Business Day of the month preceding (or if BSCCo has so notified Parties, the second month preceding) the invoice month, subject to paragraph 4.5.2 (and as soon as is practicable after that time and in any event no later than the last Business Day of that month);

(b) on the basis of actual data available to it at the time referred to in paragraph (a), and otherwise on the basis of BSCCo's estimates of the relevant data; and accordingly actual data received by BSCCo after such time will not be taken into account until the following month.

4.3.3 BSCCo shall prepare and from time to time revise, and make available to the Panel and to Parties, a statement of the principles and methods by which it makes estimates under paragraph 4.3.2(b), but it is acknowledged that such principles and methods will not be applicable in all cases, and in the absence of any such applicable principle or method BSCCo will make such estimates as appear to it to be reasonable.

4.3.4 Subject to paragraph 4.3.5, the amount to be invoiced by BSCCo to each Trading Party each month by way of BSCCo Charges shall be the amount determined pursuant to paragraph 4.3.1(c)(iii) (which amount shall be payable by or to the Trading Party according to whether it is positive or negative).

4.3.5 Where for any Trading Party in relation to any month the magnitude of the amount referred to in paragraph 4.3.4 is less than the minimum invoice amount, no amount shall be invoiced to that Party by way of BSCCo Charges in respect of that month (but without prejudice to the determinations made pursuant to paragraph 4.3.1 in the following month);

and for the purposes of this Section D the "**minimum invoice amount**" shall be such amount as the Panel shall from time to time determine, and shall initially be £500.

- 4.3.6 No interest shall accrue on or be taken into account in the determination of any amounts under paragraph 4.3.1 or upon reconciliation under paragraph 4.4.
- 4.3.7 Notwithstanding paragraph 4.3.1, BSCCo shall apply the formula set out in Annex D-4 for the purposes of determining the amount to be invoiced each month to each Trading Party by way of BSCCo Charges, and in the event of any conflict between this paragraph 4 and that Annex, that Annex shall prevail.
- 4.3.8 Where upon the application of BSCCo the Panel accepts that a substantial proportion of BSC Costs are or are likely to be incurred on a significantly uneven basis over the course of a BSC Year, and the Annual Budget indicates such basis by specifying the factors (approved by the Panel) referred to in paragraph (b):
- (a) for the purposes of its determinations under paragraph 4.3.1 (except pursuant to paragraph 4.4), BSCCo may, with the approval of the Panel, adjust the basis of determining Monthly Net Main Costs and Monthly Net SVA Costs, by recognising the expected profile of such expenditure in accordance with paragraph (b);
 - (b) such profile will be recognised by applying factors (as approved by the Panel) other than 1/12 in relation to all or certain months for the purposes of paragraph 4.1(d);
 - (c) BSCCo will inform Trading Parties of such factors (and the month(s) to which each such factor applies) as soon as they have been approved by the Panel; but
 - (d) Trading Parties' General Funding Shares shall be determined pursuant to Annex D-1 disregarding the recognition of such expected profile (and on the basis of factors of 1/12 in paragraph 4.1(d).

4.4 Reconciliation

- 4.4.1 In relation to each BSC Year, BSCCo shall, not later than 28 days after publication of its audited accounts for that year, make a final determination and adjustment in respect of the amounts payable by each Trading Party way of BSCCo Charges.
- 4.4.2 Such determination and adjustment shall be made in accordance with paragraph 4.3 except that:
- (a) BSCCo shall use only actual data and shall not (unless any actual data remains unavailable to it at the time of such determination) use estimated data;
 - (b) paragraph 4.3.4 (providing for a minimum invoiced amount) shall not apply;
 - (c) paragraph 4.3.8 (providing for recognition of profiled expenditure) shall not apply.
- 4.4.3 BSCCo shall invoice to Trading Parties the amounts determined to be payable pursuant to paragraph 4.4.1 by way of final reconciliation and adjustment in respect of BSCCo Charges payable by Trading Parties in the relevant BSC Year.
- 4.4.4 Subject only to paragraph 4.4.5, BSCCo's determination of BSCCo Charges in a BSC Year under paragraph 4.4.1 shall be final and binding, and no further adjustment shall be made (and accordingly any subsequent adjustment in respect of BSC Costs in the BSC Year shall

be taken into account in the BSC Costs for the BSC Year in which such adjustment is identified and made).

4.4.5 If, after the final determination under paragraph 4.4.1, the Panel determines that there are exceptional circumstances which justify an adjustment in respect of an extraordinary error in the determination of, or in data used in the determination of, any Funding Shares under that paragraph, the Panel may in its discretion direct, and Trading Parties shall be bound by, and BSCCo shall give effect to, such adjustment in respect of BSCCo Charges (payable by and to Trading Parties) in that BSC Year as appears to the Panel to be appropriate.

4.4.6 It is acknowledged that any BSC Costs referred to in Section H1.7 may, if the Panel decides it is appropriate to do so, be apportioned (on such basis as the Panel shall so decide) over the period from the Go-live Date to the BSC Year in which they are incurred, and in such case the Panel may direct that BSCCo shall redetermine (on such basis of approximation as the Panel may approve) each Trading Party's liability for BSCCo Charges over such period, and each Trading Party shall be bound by such direction and determination and shall be liable to make adjustment payments in respect of BSCCo Charges accordingly.

4.5 Invoicing

4.5.1 In respect of each month, not less than 5 Business Days after making its determination for that month under paragraph 4.3.2, BSCCo shall send to each Trading Party:

- (a) an invoice in respect of the amounts accruing in respect of BSCCo Charges in the following month (or where paragraph 4.5.2 applies, accruing in the relevant prior month), setting out:
 - (i) the net amount determined as payable by or to the Trading Party in pursuant to paragraph 4.3.1(c)(iii);
 - (ii) applicable VAT in respect of supplies to which the invoice relates;
 - (iii) the invoice due date in accordance with paragraph 4.5.3;
- (b) a statement showing the basis of calculation (pursuant to paragraph 4.3) of the amounts under paragraph (a).

4.5.2 Where BSCCo has sufficient working capital available to it (pursuant to any permitted borrowing in accordance with Section C3.4.3(a)), BSCCo may decide, after consultation with the Panel, to invoice BSCCo Charges (to all Parties) up to 3 months in arrears.

4.5.3 Following the final determination by BSCCo in respect of the preceding BSC Year in accordance with paragraph 4.4, BSCCo shall send to each Trading Party an invoice and statement setting out the matters specified in paragraph 4.5.1.

4.5.4 The due date of each invoice for BSCCo Charges shall be the 10th Business Day after the date of receipt of the invoice.

4.6 Combined invoicing of Supplier charges

4.6.1 It is agreed and acknowledged:

- (a) that the Performance Assurance Board may delegate to BSCCo the invoicing and administration of payment of Supplier charges (and any associated amounts in respect of VAT) on behalf of Suppliers and qualifying Trading Parties under Annex S-1,

- (b) in such case, that BSCCo may combine the invoicing and administration of payment of BSCCo Charges (on its own behalf) and Supplier charges under Annex S-1, and may submit a single invoice to each Party and require and make or receive a single payment in respect such amounts; and subject to paragraph 4.6.2 each Party authorises BSCCo to do so, notwithstanding any contrary provisions as to the basis (including any express or implied trust) on which such amounts are to be held by the Performance Assurance Board pursuant to Annex S-1.

4.6.2 Where pursuant to paragraph 4.6.1:

- (a) BSCCo receives any amount which includes any payment from any Supplier of any amount under Annex S-1, and
- (b) BSCCo does not on the same day make payment of the corresponding amount payable to the qualifying Trading Parties entitled thereto pursuant to Annex S-1 (or has not given credit for such corresponding amount in determining the net amount invoiced pursuant to paragraph 4.6.1 to such qualifying Trading Parties)

then BSCCo shall promptly upon receipt of such amount segregate that part of such amount which is referable to the payment from the Supplier pursuant to Annex S-1 into an account separate from that in which amounts paid in respect of BSCCo Charges are held (but without prejudice to paragraph 4.1.12 of Annex S-1).

5. PARTY-FUNDED COSTS

5.1 Party-Funded Costs

5.1.1 Certain Parties are entitled to repayment (from Parties or classes of Party collectively), in accordance with this paragraph 5, of amounts incurred by them by reference to the following dates:

- (a) no later than the Go-live Date:
 - (i) to the extent not already recovered under the terms of the Pooling and Settlement Agreement, costs ("**1998 Programme Costs**") incurred by PES Suppliers in respect of the development (in connection with the Pooling and Settlement Agreement) of arrangements for Supplier Volume Allocation;
 - (ii) costs ("**Pool NETA Costs**") incurred by Pool Members in connection with the development of the arrangements to which the Code gives effect.
- (b) no later than the BETTA Effective Date:
 - (i) costs ("**BETTA Support Costs**") incurred by Parties in accordance with Section C 8.2.2.

5.1.2 For the purposes of the Code:

- (a) "**Party Funded Costs**" means 1998 Programme Costs, Pool NETA Costs and BETTA Support Costs;
- (b) in relation to each kind of Party Funded Costs:

- (i) **"Funding Party"** means the Party or Parties entitled to recover amounts in respect of such Party Funded Costs;
- (ii) **"Party Charge"** means an amount payable by a Party in respect of the recovery by Funding Party(ies) of such Party Funded Costs;
- (iii) **"Funding Party Payment"** means an amount payable to a Funding Party in respect of the recovery of such Party Funded Costs.

5.1.3 Annex D-5 sets out, for each kind of Party Funded Costs:

- (a) the amount or the basis of determination of the amount recoverable by the Funding Party, or Funding Parties in aggregate, in respect of such Party Funded Costs;
- (b) the period over which such amount is recoverable by the Funding Party(ies);
- (c) the basis (if any) on which interest will accrue in respect of Party Funded Costs until they are recovered;
- (d) the Parties or classes of Party from which amounts are recoverable in respect of such Party Funded Costs;
- (e) the basis for determining the amounts payable by such Parties as Party Charges and the due dates for payment of such charges.

5.1.4 Each Party (in each of the capacities referred to in paragraph 5.1.3(d)) shall be liable to the relevant Funding Parties for and shall pay the Party Charges applicable to it.

5.1.5 For the purposes of paragraph 6.5, where one or more Parties is in default of an obligation to pay a Party Charge (of any type) payable in respect of any period, the **"Default Party Charge Share"** of each non-defaulting Party is a proportion determined as the amount payable by the non-defaulting Party by way of Party Charge of the relevant type in relation to the relevant period, divided by the sum for all non-defaulting Parties of such amounts.

5.1.6 For the avoidance of doubt (but without prejudice to paragraph 4.6) this Section D does not apply in relation to Supplier charges under Annex S-1, and such charges are not Party Charges.

5.2 Administration of Party Charges

5.2.1 BSCCo shall act on behalf of Funding Parties:

- (a) to determine the amounts from time to time payable by Parties by way of Party Charges and to Funding Parties by way of Funding Party Payments;
- (b) to administer the invoicing and receipt of Party Charges and payments of Funding Party Payments, together with any associated amounts in respect of VAT

in accordance with the relevant provisions of Annex D-5.

5.2.2 Pursuant to paragraph 5.2.1(b), BSCCo shall provide to all Parties an invoice or statement in respect of the amounts from time to time payable by and to each Party in respect of Party Charges and Funding Party Payments and any associated amounts in respect of VAT, and showing the basis of calculation of such amounts, in accordance with Annex D-5.

- 5.2.3 Whenever BSCCo receives amounts in respect of Party Charges:
- (a) BSCCo shall in accordance with Annex D-5 pay such amounts over to the Funding Parties entitled to receive the same, in the proportions in which they are so entitled in accordance with the relevant provisions of Annex D-5;
 - (b) until it pays such amounts over, BSCCo shall hold such amounts on trust for such Funding Parties in such proportions; and such amounts shall be paid to and held in a separate account in accordance with paragraph 6.1.2, but subject thereto BSCCo shall not be required to segregate amounts received in respect of Party Charges (and held by it in such separate account) into separate funds.
- 5.2.4 Nothing done or omitted to be done by BSCCo under paragraph 5.2.1 shall affect the rights and obligations of Parties in respect of Party Charges.
- 5.2.5 For the avoidance of doubt, BSCCo shall have no liability for any failure by any Party to pay any amount payable in respect of Party Charges.

6. PAYMENT OF BSCCO CHARGES AND PARTY CHARGES

6.1 Bank Accounts

- 6.1.1 Each Trading Party shall notify to BSCCo, and BSCCo shall notify to each Party, details of the banks and accounts to which any payments are to be made (to BSCCO or such Party) in respect of BSCCo Charges and Party Charges.
- 6.1.2 BSCCo shall establish and notify under paragraph 6.1.1 separate accounts in respect of BSCCo Charges and Party Charges.

6.2 Payment by Parties

- 6.2.1 Each Party shall pay all amounts invoiced in respect of BSCCo Charges and Party Charges payable by it and applicable VAT thereon no later than the due date for payment in accordance with this Section D.
- 6.2.2 Payment of BSCCo Charges and Party Charges shall be made in sterling in cleared funds to the relevant account of the payee for the time being notified pursuant to paragraph 6.1.
- 6.2.3 Payment of BSCCo Charges and Party Charges shall be made in full, free and clear of any restriction, reservation or condition, and except to the extent (if any) required by law, without deduction, withholding, set-off or counter-claim of any kind (but without prejudice to any other remedy).
- 6.2.4 In this paragraph 6, where the context admits, references to BSCCo Charges and Party Charges include amounts payable by Trading Parties pursuant to paragraph 6.5 upon a failure by a Trading Party to pay such a charge, or by way of cash call pursuant to paragraph 6.6.
- 6.2.5 Where BSCCo is required by law to make any deduction or withholding, the amount thereof shall be the minimum amount required by law (as modified by the terms of any agreement between BSCCo and any relevant taxation authority), and BSCCo shall make payments and returns to the relevant tax authorities and issue certificates to Parties in respect thereof as required by law (as so modified).

6.2.6 BSCCo may agree with any Party that such Party will pay BSCCo Charges and/or Party Charges by direct debit.

6.3 Disputes

6.3.1 If a Party disputes any amount shown in an invoice or statement as payable by it in respect of any BSCCo Charges or Party Charges, that Party shall nevertheless pay the amount shown in full and may not withhold payment of such amount or any part thereof, but without prejudice to that Party's right subsequently to dispute such invoice or statement subject to and in accordance with applicable provisions of the Code.

6.3.2 Where a Party notifies BSCCo of any dispute or query as to the amount shown in any invoice or statement as payable by that Party in respect of BSCCo Charges or Party Charges, BSCCo shall as soon as is reasonably practicable (but not necessarily before the due date for payment) investigate the matter and inform the Party of the outcome of its investigation.

6.3.3 Where (pursuant to paragraph 6.3.2 or otherwise) BSCCo establishes that, or it is determined that, any error has been made in the determination of the amounts payable by any Party or Parties in respect of BSCCo Charges or Party Charges (whether such error resulted in over-payments or in under-payment by any such Party), BSCCo will make such adjustments, in respect of the BSCCo Charges or Party Charges respectively next (following such establishment or determination) to be payable in accordance with the Code by or to such Party or Parties, as will ensure that the correct amounts have been so paid.

6.3.4 No amount in respect of interest shall be included in any adjustment under paragraph 6.3.3 unless otherwise ordered in any award of an arbitrator.

6.3.5 Nothing in this Section D shall be construed as preventing BSCCo from withdrawing and replacing (with the same due date for payment) any invoice or other statement, before the due date for payment, by agreement with the Party concerned, where BSCCo is aware of an error in such invoice or statement.

6.4 Interest on late payment

6.4.1 If any amount payable by a Party in respect of BSCCo Charges or Party Charges is not paid on or before the due date, the paying Party shall pay interest, after as well as before judgment, at the Default Interest Rate, on the unpaid amount from the due date until the day on which payment is made.

6.5 Failure to pay

6.5.1 If any Party (a "**non-paying**" Party) fails to pay in full, within 15 Business Days after the invoice due date, any amount payable by it in respect of BSCCo Charges or (as the case may be) Party Charges:

- (a) BSCCo shall promptly notify all Trading Parties, the Panel and the Authority to that effect, and paragraph 6.5.2 shall apply;
- (b) in the case of BSCCo Charges, subject to and with effect from the time referred to in paragraph 2.1.1(a)(ii) and by virtue of paragraph 4.2.1(d), each Trading Party will be liable to pay additional amounts by way of BSCCo Charges, determined by reference to its Default Funding Share (where the non-paying Party is a Trading Party) in respect of the unpaid amount;
- (c) in the case of Party Charges:

- (i) each other Trading Party shall be severally liable to pay an additional amount to the payee Funding Parties representing the Trading Party's Default Party Charge Share of the unpaid amount;
- (ii) BSCCo shall promptly invoice to each Trading Party the amount payable by it under paragraph (i), together with applicable VAT thereon, which amount shall be payable within 10 Business Days after the date of the invoice.

6.5.2 Where an amount is unpaid as described in paragraph 6.5.1 (and whether or not any amounts have become payable by Trading Parties as provided in paragraph 6.5.1(b) or (c)):

- (a) if the amount is unpaid in respect of BSCCo Charges, unless the Panel (upon the recommendation of BSCCo or otherwise) determines that it would not be worthwhile to do so, BSCCo shall
- (b) if the amount is unpaid in respect of Party Charges, if the Panel so instructs BSCCo, BSCCo shall (on behalf of the Trading Parties having an entitlement in respect thereof)

take all reasonable steps and proceedings, in consultation with the Panel, to pursue and recover from the non-paying Party the unpaid amount.

6.5.3 If BSCCo subsequently recovers any amount from the non-paying Trading Party in respect of the unpaid BSCCo Charges or Party Charges:

- (a) in the case of a recovery in respect of BSCCo Charges, the amount recovered will be taken into account in determining under paragraph 4.3.2 the amounts payable in subsequent months by Trading Parties in respect of Trading Charges (provided that where such amount is recovered after BSCCo's final determination under paragraph 4.4.1, such amount will be taken into account in the BSC Year in which it is recovered);
- (b) in the case of a recovery in respect of Party Charges, BSCCo will credit such amount to Trading Parties in their respective Default Party Charge Shares which applied under paragraph 6.5.1(c).

6.5.4 Without prejudice to BSCCo's continuing entitlement to payment by a non-paying Trading Party in respect of BSCCo Charges, a non-paying Trading Party shall indemnify and keep indemnified each other Trading Party on demand in respect of all amounts:

- (a) paid by such other Trading Party to BSCCo in respect of its liability under paragraph 6.5.1(b);
- (b) paid by such other Trading Party under paragraph 6.5.1(c).

6.5.5 While any amount is outstanding from the non-paying Trading Party in respect of BSCCo Charges, BSCCo will be entitled to withhold any payments which may be due to that Trading Party pursuant to an invoice under paragraph 4.5.

6.5.6 A Trading Party shall give notice to the BSCCo before instituting any action or proceeding to enforce payments due to it under paragraph 6.5.3.

6.6 **Emergency funding**

6.6.1 If at any time BSCCo is or anticipates that it will be unable to pay any BSC Costs falling due for payment before BSCCo will receive (from Trading Parties pursuant to invoices issued under paragraph 4.5) funds sufficient to enable it to pay such BSC Costs:

- (a) BSCCo may, with the approval of the Panel, give notice by way of cash call to Trading Parties:
 - (i) requiring them to pay in their Main Funding Shares for the month in which such notice is given such amount as BSCCo requires so as to be sufficiently funded; and
 - (ii) specifying the date (as approved by the Panel) for payment of such cash call, which shall not be less than 3 Business Days after the date of such notice;
- (b) each Trading Party shall pay the amount so notified as payable by it, not later than the date specified for payment;
- (c) amounts so payable by Trading Parties will be BSCCo Charges, treated as accruing due when so notified, and will be taken into account in determining the amounts subsequently payable as BSCCo Charges in the relevant BSC Year (by being taken into account in the invoicing of such charges pursuant to paragraph 4.3.1);
- (d) BSCCo shall promptly after making such cash call provide to all Trading Parties an explanation of the circumstances which required it to be made, and (without prejudice to Section C6.5) a statement of whether the BSC Costs in question represent expenditure in excess of the amount in the Annual Budget.

ANNEX D-1: FUNDING SHARES

Part 1 – Main Funding Shares

A Trading Party's Main Funding Share (FSM_{pm}) in relation to a month (month 'm') reflects its proportionate share of aggregate Credited Energy Volumes for that month and shall be determined as follows:

$$FSM_{pm} = \frac{1}{2} * \{ \sum_p^+ (QCE_{iaj}) + \sum_p^- (-QCE_{iaj}) \} / \sum_p \{ \sum_p^+ (QCE_{iaj}) + \sum_p^- (-QCE_{iaj}) \} \\ + \frac{1}{2} * \{ \sum_p^+ (QCE_{iaj}) + \sum_p^- (-QCE_{iaj}) \} / \sum_p \{ \sum_p^+ (QCE_{iaj}) + \sum_p^- (-QCE_{iaj}) \}$$

where:

\sum_p^+ represents, for the Production Energy Account a belonging to Party p, a sum over each Settlement Period in month m and each BM Unit, where the Trading Unit to which the BM Unit belongs is delivering in the Settlement Period j.

\sum_p^- represents, for the Production Energy Account a belonging to Party p, a sum over each Settlement Period in month m and each BM Unit, where the Trading Unit to which the BM Unit belongs is offtaking in the Settlement Period j.

\sum_p^+ represents, for the Consumption Energy Account a belonging to Party p, a sum over each Settlement Period in month m and each BM Unit, where the Trading Unit to which the BM Unit belongs is delivering in the Settlement Period j.

\sum_p^- represents, for the Consumption Energy Account a belonging to Party p, a sum over each Settlement Period in month m and each BM Unit, where the Trading Unit to which the BM Unit belongs is offtaking in the Settlement Period j.

\sum_p represents the sum over all Trading Parties p;

and where delivering and offtaking are construed in accordance with Section T2.1.1.

Part 2 –SVA (Consumption) Funding Shares

A Supplier's SVA (Consumption) Funding Share ($FSCS_{pm}$) in relation to a month (month 'm') reflects its proportionate share of aggregate non-half hourly consumption for that month and shall be determined as follows:

$$FSCS_{pm} = \frac{\sum_{ZHj}^{pm} CCSDT_{HZj}}{\sum_p \sum_{ZHj}^{pm} CCSDT_{HZj}}$$

where:

\sum_{ZHj}^{pm} represents the sum over all Settlement Periods j in Month m, and over values of $CCSDT_{HZj}$ relevant to Party p (where a value of $CCSDT_{HZj}$ is relevant to Party p' if Party p' is the same as Supplier Z');

\sum_p represents the sum over all Trading Parties p.

Part 3 – SVA (Production) Funding Shares

A Trading Party's SVA (Production) Funding Share (FSPS_{pm}) in relation to a month (month 'm') reflects its proportionate share of aggregate Credited Energy Volumes for Production BM Units for that month and shall be determined as follows:

$$FSPS_{pm} = \{^P\Sigma^+ (QCE_{iaj}) + ^P\Sigma^- (- QCE_{iaj})\} / \Sigma_p \{^P\Sigma^+ (QCE_{iaj}) + ^P\Sigma^- (- QCE_{iaj})\}$$

where the summations are the same as in Part 1.

Part 4 – General Funding Shares

1. General funding shares

A Trading Party's General Funding Share (FSG_{pm}) in relation to a month (month 'm') reflects its proportionate share of the aggregate of certain BSCCo Charges for that month shall be determined as follows:

$$FSG_{pm} = \{TSC_{pm} + (MNMC_m * FSM_{pm}) + (MCNSC_m * FSCS_{pm}) + (MCSP_m * FSPS_{pm})\} / \Sigma_p \{TSC_{pm} + (MNMC_m * FSM_{pm}) + (MCNSC_m * FSCS_{pm}) + (MPSC_m * FSPS_{pm})\}$$

where

TSC_{pm} = Total Specified BSC Charges for Trading Party p relating to month m

MNMC_m = Monthly Net Main Costs relating to month m

FSM_{pm} = Main Funding Share for Trading Party p relating to month m

MCNSC_m = Monthly Consumption-Charging Net SVA Costs relating to month m

FSCS_{pm} = SVA (Consumption) Funding Share for Trading Party p relating to month m

MPSC_m = Monthly Production-Charging SVA Costs relating to month m

FSPS_{pm} = SVA (Production) Funding Share for Trading Party p relating to month m

Σ_p = the sum over all Trading Parties p

2. Default basis

Where for any month General Funding Shares are to be determined on a default basis in relation to any defaulting Trading Party or Trading Parties:

(a) paragraph 1 shall apply on the basis that:

Σ_p = the sum over all Trading Parties p other than the defaulting Trading Party(ies);

(b) FSG_{pm} shall not be determined in respect of the defaulting Trading Party(ies).

Part 5 – Determination of Funding Shares

In accordance with the further provisions of the Code, the following data (or such other data as may be agreed by BSCCo and the relevant BSC Agent) will be provided to BSCCo by the following BSC Agents in order to enable BSCCo to determine Funding Shares in accordance with Section D1.4 each month:

- (a) SVAA will provide monthly total values (by Trading Party and BM Unit) of $({}^{pm}\Sigma_{ZHj}CCSDT_{HZj})$;
- (b) SAA will provide for each month m , in relation to the Energy Account a of each Party, each BM Unit i and each Settlement Period j , values of QCE_{iaj} .

ANNEX D-2: SVA COSTS

1. SVA Costs shall be those BSC Costs determined by BSCCo to be operational costs directly or indirectly referable to Supplier Volume Allocation.
2. Subject to paragraph 3, SVA Costs shall include the following amounts and costs payable or incurred by BSCCo or any of its Subsidiaries:
 - (a) amounts payable to the Supplier Volume Allocation Agent;
 - (b) amounts payable in respect of the use by the Supplier Volume Allocation Agent of the Managed Data Network;
 - (c) amounts payable to the Profile Administrator;
 - (d) amounts payable to the Teleswitch Agent;
 - (e) amounts payable to the Technical Assurance Agent for Supplier Volume Allocation;
 - (f) amounts payable to the Certification Agent, so far as relating to the Certification of the Agency Systems of Supplier Agents;
 - (g) costs of the maintenance and support of the software and systems referred to in paragraph 4;
 - (h) the costs of resolving Trading Disputes relating to Supplier Volume Allocation;
 - (i) the costs of administering Entry Processes relating to Suppliers and Supplier Agents;
 - (j) amounts payable to the BSC Auditor, in respect of the functions of the BSC Auditor referable to Supplier Volume Allocation;
 - (k) costs of the operation of the Performance Assurance Reporting and Monitoring Systems (other than any such operation not referable to Supplier Volume Allocation);
 - (l) costs of providing advice and support to Parties in connection with those provisions of the Code relating to Supplier Volume Allocation.
3. SVA Costs shall not include
 - (a) any such costs (as described in paragraph 2) in respect of services provided by a BSC Agent in connection with the implementation of an Approved Modification of otherwise for the development of any BSC Systems;
 - (b) any such costs in respect of services which are not directly or indirectly referable to Supplier Volume Allocation.
4. The software and systems referred to in paragraph 2(g) are software and systems made available by BSCCo to Trading Parties for estimation of annual consumption and annualised advance, and for non half hour data aggregation; and the Supplier Volume Allocation System.

ANNEX D-3: SPECIFIED BSC CHARGES

1. General

- 1.1 This Annex D-3 sets out the basis on which Specified BSC Charges will be determined.
- 1.2 The amounts or rates of each of the Specified BSC Charges (other than Specified NETA Funding Charges):
- (a) in relation to the BSC Year in which the Go-live Date falls, shall be the initial amounts or rates set out in this Annex D-3;
 - (b) in relation to each subsequent BSC Year, shall be the amounts or rates determined and notified to Parties by the Panel not later than the start of that BSC Year, provided that the amounts or rates prevailing in one BSC Year shall continue to apply in the following BSC Year if the Panel does so not notify any revised such amounts or rates.

2. Specified NETA Funding Charge

- 2.1 The Specified NETA Funding Charge for each Trading Party in respect of each month shall be a charge determined as the Trading Party's Main Funding Share (for the relevant month) of the Monthly NETA Recovery Amount.
- 2.2 For the purposes of this paragraph 2:
- (a) the "**Monthly NETA Recovery Amount**" is an amount determined as $1/n$ of the BSC NETA Funding Amount, where 'n' is the number of complete months from the Go-live Date until 31st March 2005;
 - (b) the "**BSC NETA Funding Amount**" is the aggregate amount of costs incurred and/or expenditure funded by BSCCo prior to the Go-live Date in relation to NETA Implementation; and includes all amounts of BSCCo Transitional Costs allocated to the categories in paragraphs E5.1.3(b) and (c) of the Implementation Scheme, other than those funded by Pool Members as described in paragraph 2 of Annex D-5 (where NETA Implementation and BSCCo Transitional Costs have the meanings given to those terms in the Implementation Scheme);
 - (c) the Panel shall determine and notify to Parties the amount of the BSC NETA Funding Amount as soon as practicable after the Go-live Date.

3. Main Specified Charges

- 3.1 The Main Specified Charges payable by Parties in relation to each month are as follows:
- (a) a Base Monthly Charge, payable by each Party, at an initial charge rate of £250 per month;
 - (b) a CVA Metering System Monthly Charge, for each CVA Metering System (including a Metering System at a Systems Connection Point) of which a Party is Registrant for all or any part of that month, at an initial charge rate of £50 per month;

- (c) a CVA BM Unit Monthly Charge, for:
- (i) each BM Unit (other than a Supplier BM Unit and other than BM Units as provided in paragraph (ii)) for which a Trading Party is Lead Party for all or any part of that month; and
 - (ii) for:
 - (1) each Consumption BM Unit associated with an Exemptable Generating Plant for which (Consumption BM Unit) the Trading Party is Lead Party for all or any part of that month (and, in this case, no charge will be made for any Exempt Export BM Units at the Exemptable Generating Plant); or
 - (2) (if there are no Consumption BM Units associated with an Exemptable Generating Plant) all Exempt Export BM Units at the Exemptable Generating Plant for which the Trading Party is Lead Party for all or any part of that month (as a single charge taking such Exempt Export BM Units in aggregate)
- at an initial charge rate of £100 per month;
- (d) a Dataline Monthly Charge, for each data communications line supplied to a Trading Party (as described in paragraph 3.3(a)), at an initial charge rate of £2000 per month;
- (e) a TIBCO Software Support Charge, as described in paragraph 3.3, at an initial charge rate:
- (i) for the base number of users (in total) as described in paragraph 3.3, of £200 per month;
 - (ii) for each additional user, of £15 per month;
- (f) a Notified Volume Charge, for the Gross Contract MWh determined for a Trading Party in accordance with paragraph 3.2, at an initial charge rate of £0.0025/MWh;
- (g) a Base BM Unit Monthly Charge, for a set of Base BM Units (in aggregate) automatically allocated (in accordance with Section K3.3.1(a)) to a Supplier (in respect of each of its Supplier IDs), and held by a Supplier for all or any part of that month, at an initial charge rate of £100 per month;
- (h) an Additional BM Unit Monthly Charge, for each Supplier BM Unit for which a Supplier is Lead Party for all or any part of that month, and which is not charged for under paragraph (g), at an initial charge rate of £100 per month; and
- (i) for a Replacement Supplier BM Unit held by a Replacement Supplier for all or any part of that month:
- (i) which corresponds to a Base BM Unit, to the Replacement Supplier, one twelfth of the Base BM Unit Monthly Charge;
 - (ii) which corresponds to an Additional BM Unit, to the Replacement Supplier, the Additional BM Unit Monthly Charge,

and no charge will be made in respect of Replacement Supplier BM Units under paragraphs (g) or (h) provided that, for the purposes of this paragraph 3.1, a BM Unit shall cease to be considered a Replacement Supplier BM Unit when all the Metering Systems associated with that BM Unit are no longer registered in the name of the relevant failing Supplier.

- 3.2 For the purposes of paragraph 3.1(f), the Gross Contract MWh for a Trading Party in relation to a month shall be determined as follows:

$$\Sigma_{zabj} \{ | ECQ_{zabj} | + | ECQ_{zbaj} | \} + \Sigma_{ziaj} \{ | QMFR_{ziaj} | \} + \Sigma_{zibj} \{ | QMFR_{zibj} | \}$$

where

Σ_{zabj} represents the sum over all Energy Accounts b, over the two Energy Accounts a which belong to Party p, over all Energy Contract Volume Notifications z and over all Settlement Periods j in month m

Σ_{ziaj} represents the sum over all BM Units i for which the Party p is a Subsidiary Party, over the two Energy Accounts a which belong to Party p, over all Metered Volume Reallocation Notifications z and over all Settlement Periods j in month m

Σ_{zibj} represents the sum over all BM Units i for which Party p is the Lead Party, over all Energy Accounts b which Subsidiary Energy Accounts for BM Unit i, over all Metered Volume Reallocation Notifications z and over all Settlement Periods j in month m

- 3.3 For the purposes of this paragraph 3:

- (a) the 'Dataline Monthly Charge' is a charge payable by a Party in respect of the provision of the High Grade Service of the BMRS referred to in Section V2 (where the Party has requested that service), and is payable:

- (i) for each dedicated communications line (as described in the applicable Communication Requirements Document) supplied in order to provide the High Grade Service;
- (ii) for a minimum period (of supply of each such line) of 12 months;

- (b) where the Party (having requested the High Grade Service) does not already have available and therefore has requested the provision of the software known as 'TIBCO' software (as described in the applicable Communications Requirements Document) for operation with the High Grade Service, the Party is required to pay to BSCCo:

- (i) a set-up charge known as the 'TIBCO Set-up Charge' in accordance with paragraph 3.4; and
- (ii) a software support charge known as the 'TIBCO Software Support Charge' in accordance with paragraph 3.1(e);

by reference to a base number of users and for each additional user (as defined and described in the applicable Communications Requirements Document).

- 3.4 The TIBCO Set-up Charge is payable in relation to the month in which the TIBCO software is provided, and the amount of such charge shall initially be:

- (a) for the base number of users in total, £10,000;

- (b) for each additional user, £1,000.

4. SVA Specified Charges

- 4.1 The SVA Specified Charge payable by each Supplier is a Half Hourly Metering System Monthly Charge, for each Half Hourly Metering System for which a Supplier is Registrant for all or any part of that month, at an initial charge rate of £1.25 per month.

5. Provision of information to BSCCo

- 5.1 The following data (or such other data as may be agreed by BSCCo and the relevant BSC Agent) will be provided to BSCCo by the following BSC Agents in order to enable BSCCo to determine Specified BSC Charges in accordance with this Annex D-3 for each month:

- (a) the ECVA will provide for each month m ;
 - (i) in relation to each Energy Contract Volume Notification z , each Energy (From) Account a of each Party, each Energy (To) Account b of each Party and each Settlement Period j , values of ECQ_{zabj} ;
 - (ii) in relation to each Metered Volume Reallocation Notification z , the relevant Energy Account a of each Subsidiary Party, each BM Unit i and each Settlement Period j , values of $QMFR_{zaij}$;
- (b) the CRA will provide:
 - (i) the number of CVA Metering Systems of which each Party is Registrant in each month;
 - (ii) the number of BM Units (other than Supplier BM Units and Exempt Export BM Units) and the number of Exempt Export BM Units for which each Party is Lead Party in each month;
 - (iii) the number of Base BM Units and Additional BM Units of which each Supplier is Lead Party in each month;
- (c) the BMRA will provide:
 - (i) details of the Parties which have requested the High Grade Service and the number of data communications lines under supply to each such Party in each month;
 - (ii) details of the Parties to whom TIBCO software is being provided and the number of additional users of each such Party in each month.

6. Further charges

- 6.1 Where BSCCo provides or procures any relevant service to or for a relevant person, subject to paragraph 6.3, BSCCo may, and if the Panel so requires shall, make a charge to the relevant person of an amount sufficient to recover the relevant costs.

- 6.2 For the purposes of paragraph 6.1:

- (a) a relevant service is a service (including but not limited to the provision of a copy of any document) provided at the request of and to or for a particular person (not including the Authority) and not provided to Parties or Trading Parties on a routine basis pursuant to the Code;

- (b) a relevant person is the person, whether or not a Trading Party or another Party, to whom a relevant service is provided;
 - (c) the relevant costs are the costs (excluding overhead costs) directly incurred by BSCCo in providing or procuring the relevant service, to the extent to which such costs have not been taken into account by the Panel in determining the rate or amount of any Specified BSC Charge.
- 6.3 Where BSCCo is required by any provision of the Code or a Code Subsidiary Document to provide (at the request of a Party) the relevant service, BSCCo may only make such a charge with the prior approval of the Panel.
- 6.4 Without prejudice to the generality of paragraph 6.1, where a BSC Agent makes a specific charge to BSCCo in respect of the provision on a particular occasion of a relevant service by that BSC Agent, BSCCo may make a charge of an equal amount to the relevant person, provided that the amount of such charge has not been taken into account by the Panel in determining the rate or amount of any Specified BSC Charge.
- 6.5 In addition to the charges to be made pursuant to the foregoing provisions of this Annex D-3:
 - (a) the Transmission Company shall pay to BSCCo 10% of the amounts from time to time borne by BSCCo in respect of the overhead costs of the Electricity Arbitration Association as provided in Section H7.1.6;
 - (b) fees in respect of Certification will be charged in accordance with the Menu of Certification Fees;
 - (c) application fees are payable by Party Applicants in accordance with Section A2.5;
 - (d) charges are payable by persons (other than Parties) requesting the High Grade Service of the BMRS as provided in Section V2.3.4(a).

ANNEX D-4: DETERMINATION OF MONTHLY BSCCO CHARGES**1. Invoicing within year**

- 1.1 For the purposes of Section D4.3.7, the monthly payment (P_{pm}) for each Trading Party p for month m is determined as follows:

$$\begin{aligned}
 P_{pm} = & \Sigma_m (TSC_{pm}) \\
 & + \Sigma_m (MNMC_m) * \Sigma_m (FSM_{pm}) / \Sigma_m (1) \\
 & + \Sigma_m (MCNSC_m) * \Sigma_m (FSCS_{pm}) / \Sigma_m (1) \\
 & + \Sigma_m (MPSC_m) * \Sigma_m (FSPS_{pm}) / \Sigma_m (1) \\
 & + \Sigma_m (MDC_m) * \Sigma_m (FSD_{pm}) / \Sigma_m (1) \\
 & - \Sigma_{m-1} (P_{pm})
 \end{aligned}$$

where:

TSC_{pm} = the aggregate amount payable by a Trading Party by way of Specified BSC Charges in respect of month m;

$MNMC_m$ = Monthly Net Main Costs relating to month m

FSM_{pm} = Main Funding Share for Trading Party p relating to month m

$MCNSC_m$ = Monthly Consumption-Charging Net SVA Costs relating to month m

$FSCS_{pm}$ = SVA (Consumption) Funding Share for Trading Party p relating to month m

$MPSC_m$ = Monthly Production-Charging SVA Costs relating to month m

$FSPS_{pm}$ = SVA (Production) Funding Share for Trading Party p relating to month m

MDC_m = Monthly Default Costs relating to month m

FSD_{pm} = Default Funding Share for Trading Party p relating to month m

Σ_m = the sum over all of the months of the BSC Year up to and including month m;

Σ_{m-1} = the sum over all of the months of the BSC Year up to and including the month preceding month m;

$\Sigma_m(1)$ = the number of months of the BSC Year up to and including month m;

- 1.2 In accordance with Section D4.3 the data used for the calculation will be estimated data where actual data is not available; and values of monthly BSC Costs (of different types) will be determined in accordance with Section D4.3.8 where that paragraph applies.

2. Reconciliation

- 2.1 For the purposes of the reconciliation pursuant to Section D4.4 the amount (P_p) payable by each Trading Party p by way of final reconciliation and adjustment is determined as follows:

$$\begin{aligned}
 P_p = & \Sigma_m (TSC_{pm}) \\
 & + \Sigma_m (MNMC_m) * \Sigma_m (FSM_{pm}) / 12 \\
 & + \Sigma_m (MCNSC_m) * \Sigma_m (FSCS_{pm}) / 12
 \end{aligned}$$

$$\begin{aligned}
 & +\Sigma_m (\text{MPSC}_m) * \Sigma_m (\text{FSPS}_{pm}) / 12 \\
 & +\Sigma_m (\text{MDC}_m) * \Sigma_m (\text{FSD}_{pm}) / 12 \\
 & -\Sigma_m (\text{P}_{pm})
 \end{aligned}$$

where

Σ_m = the sum over all of the months of the BSC Year

all other terms have the meanings in paragraph 1.

- 2.2 In accordance with Section D4.4.2 the data used for the calculation will be actual data (unless not then available); and Section D4.3.8 shall not apply in relation to the determination of values of monthly BSC Costs (of different types).

ANNEX D-5: PARTY-FUNDED AMOUNTS**1. 1998 PROGRAMME COSTS****1.1 Entitlement of PES Suppliers to recover amounts in respect of 1998 Programme Costs**

1.1.1 The principal amount ("**Aggregate PES Recoverable Amount**") recoverable as at the BSC 1998 Start Date by PES Suppliers in aggregate in respect of 1998 Programme Costs shall be:

- (a) £63,388,000, being the total initial principal amount recoverable by PES Suppliers in aggregate in respect of 1998 Programme Costs, less
- (b) the aggregate amounts recoverable up to and including the Quarter Date immediately before the BSC 1998 Start Date in respect of principal of that amount by PES Suppliers pursuant to those provisions of the Pooling and Settlement Agreement equivalent to this paragraph 1;

and the Panel shall determine and notify to all Parties the Aggregate PES Recoverable Amount as soon as practicable after the BSC 1998 Start Date.

1.1.2 For the purposes of this paragraph 1:

- (a) the "**1998 Programme Recovery Period**" is the period over which PES Suppliers are entitled to recover amounts in respect of 1998 Programme Costs, and is the period beginning on the BSC 1998 Start Date and expiring on 31st March 2003;
- (b) the "**BSC 1998 Start Date**" is the day after the Quarter Date preceding the Go-live Date (or if the Go-live Date is a Quarter Date, the day after the Go-live Date).

1.1.3 The respective percentages ("**PES 1998 Recovery Shares**") in which PES Suppliers are entitled to recover the Aggregate PES Recoverable Amount are as follows:

Column-1	Column-2
Name of PES Supplier	PES 1998 Recovery Shares
Eastern Electricity plc	13.82%
PowerGen Energy plc	9.61%
London Electricity plc	8.50%
Manweb plc	5.71%
Midlands Electricity plc	9.64%
Northern Electric plc	5.44%
NORWEB Plc	8.99%
SEEBOARD PLC	8.91%

Column-1	Column-2
Name of PES Supplier	PES 1998 Recovery Shares

Southern Electric plc	11.75%
South Wales Electricity plc	3.64%
South Western Electricity plc	6.21%
Yorkshire Electricity Group plc	7.78%

- 1.1.4 In the event of any merger between one or more PES Suppliers any successor company shall have the aggregate PES 1998 Recovery Shares of its predecessors. Any successor to part only of the authorised area (as such term is defined in its PES Supply Licence) of a PES Supplier and the PES Supplier retaining the other part shall have such PES 1998 Recovery Shares as the Authority shall determine.

1.2 Amounts payable by Suppliers

- 1.2.1 The "**Quarterly 1998 Programme Amount**" ('Q1998PA') in respect of each Quarter beginning on the BSC 1998 Start Date shall be the amount determined in accordance with the following formula:-

$$Q1998PA = \frac{PACL * r}{(1 - (1+r)^{-L})}$$

where:

r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be the time weighted average of the Base Rates prevailing during the preceding Quarter;

L is the remaining part of the 1998 Programme Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;

PACL is the remaining portion of the principal amount comprised in the Aggregate PES Recoverable Amount not recoverable in respect of previous Quarters.

- 1.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly 1998 Programme Amount in respect of that Quarter.

- 1.2.3 For each Supplier, in respect of each Quarter, the "**Quarterly 1998 Programme Charge**" (Q1998PC) payable by it in respect of that Quarter, shall be determined in accordance with the following formula:

$$Q1998PC = Q1998PA \times (C1998MWH / TC1998MWH)$$

where:-

C1998MWH is the Chargeable 1998 MWh for the Supplier;

TC1998MWH is the aggregate of Chargeable 1998 MWh for all Suppliers;

Q1998PC is the Quarterly 1998 Programme Charge for the Supplier; and

Q1998PA is the Quarterly 1998 Programme Amount for that Quarter.

- 1.2.4 For the purposes of paragraph 1.2.3, the Chargeable 1998 MWh ('C1998 MWH') for each Supplier in respect of a Quarter shall be the sum of the Supplier NHH MWh for that Quarter and the Supplier HH MWh for that Quarter.
- 1.2.5 For the purposes of paragraph 1.2.4:
- (a) the Supplier NHH MWh in respect of a Supplier shall be the number of MWh supplied by that Supplier during the relevant Quarter in respect of premises with Non Half Hourly Metering Systems (not being 100kW Premises); and
 - (b) the Supplier HH MWh in respect of a Supplier shall be the number of MWh supplied by that Supplier during the relevant Quarter in respect of premises with Half Hourly Metering Systems (not being 100kW Premises).
- 1.2.6 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:
- (a) estimate and notify to each Supplier, the Chargeable 1998 MWh and (by reference to that estimate) the Quarterly 1998 Programme Charge for each Supplier for that Quarter;
 - (b) determine (by way of reconciliation in respect of the preceding Quarter) and notify to each Supplier:
 - (i) the Chargeable 1998 MWh and Quarterly 1998 Programme Charge in relation to the preceding Quarter;
 - (ii) the difference between the amount of the Quarterly 1998 Programme Charge previously estimated (under paragraph (a)) for the preceding Quarter and the amount of that charge determined under paragraph (i);
 - (c) determine and notify to each Supplier the net amount payable by the Supplier in that Quarter (being the net aggregate of the amounts under paragraphs (a) and (b)(ii)).
- 1.2.7 In determination pursuant to paragraph 1.2.6, BSCCo shall take into account the most recent information received by it from PES Suppliers, the SAA and the SVAA as at the 30th day before the end of the relevant Quarter in which the determination falls to be made.
- 1.2.8 BSCCo shall be entitled, in the absence of manifest error and in the absence of information to the contrary derived from the Supplier Volume Allocation System or provided by the SAA:
- (a) to assume that all Non Half Hourly Metering Systems relate to premises other than 100kW Premises; and
 - (b) to rely on information provided by a Supplier pursuant to paragraph 1.2.9 as to its Supplier HH MWh.
- 1.2.9 For the purposes of paragraph 1.2.4 (unless otherwise agreed by the Panel) each Supplier shall inform BSCCo in writing, no later than 30 days before the end of each Quarter, of the number of MWh supplied by it to premises with Half Hourly Metering Systems, not being 100kW Premises, during the preceding Quarter.

- 1.2.10 Any Supplier which is a Supplier for part only of any Quarter shall pay charges on an interim basis of such amount as the Panel estimates to be reasonable for such Quarter. Adjustments to charges on all Suppliers as a result of existing Suppliers leaving or new Suppliers joining will be made in such manner as the Panel shall determine, whereupon the Suppliers and/or former Suppliers shall be required to pay such additional amount or be entitled to such reimbursement as may be determined by the Panel by an adjustment to charges in respect of the then current Quarter.
- 1.2.11 The Panel may, in its discretion, determine the charges to be payable by Suppliers pursuant to this paragraph 1.2 according to such transitional arrangements as it considers appropriate from time to time having regard to the availability of information concerning Half Hourly Metering Systems or (as the case may be) Non Half Hourly Metering Systems, premises which are not 100kW Premises and quantities of energy attributable to particular Suppliers.
- 1.2.12 Each Supplier shall pay, no later than the penultimate Business Day of each Quarter during the 1998 Programme Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined and notified to pursuant to paragraph 1.2.6(c) in respect of the Quarterly 1998 Programme Charge for that Quarter.

1.3 Reimbursement to PES Suppliers

- 1.3.1 The amounts recovered from Suppliers pursuant to paragraph 1.2 in respect of a Quarter shall be distributed among the PES Suppliers on the last Business Day of that Quarter according to their proportionate PES 1998 Recovery Shares.
- 1.3.2 Any amounts received late from Suppliers shall be distributed on the same basis as soon as reasonably practicable following their receipt.
- 1.3.3 Following the end of each Quarter BSCCo shall monitor the amounts due to each PES Supplier since the BSC 1998 Start Date and the amounts paid, in each case in accordance with the provisions of this paragraph 1.
- 1.3.4 After the expiry of the 1998 Programme Recovery Period, BSCCo shall produce a statement showing the amounts due to each PES Supplier and the amounts paid, in each case in accordance with the provisions of this paragraph 1.
- 1.3.5 The Panel shall review the materiality of any differences between the amounts referred to in paragraph 1.3.4 and propose a mechanism for resolving them.

1.4 General

- 1.4.1 All amounts and charges under this paragraph 1 are exclusive of VAT which shall be added to such charges, if applicable.
- 1.4.2 In this paragraph 1 references to Quarters are to Quarters during the 1998 Programme Recovery Period.

2. POOL MEMBER NETA FUNDING

2.1 Recoverable amounts and shares

- 2.1.1 The amounts recoverable by Pool Members as Pool NETA Costs are amounts expended or funded by or on behalf of Pool Members before the Go-Live Date under work packages authorised pursuant to arrangements made in the NETA Programme; and include amounts

of BSCCo Transitional Costs allocated to the categories in paragraphs E5.1.3(b) of the Implementation Scheme to the extent funded:

- (a) by payments pursuant to paragraph E5.2.4 of the Implementation Scheme in respect of Authorised Pool Expenditure;
- (b) by payments pursuant to paragraph E5.3.2 of the Implementation Scheme (made in accordance with this Section D as modified by paragraph G6 of the Implementation Scheme);

(where terms not otherwise defined in the Code have the meanings given to them in the Implementation Scheme)

2.1.2 For the purposes of this paragraph 2:

- (a) "**Aggregate Pool NETA Costs**" means the aggregate amount of Pool NETA Costs, with interest on each amount of Pool NETA Costs at the Base Rate from the first day of the month following that in which such amount was expended to the Pool NETA Start Date;
- (b) the "**Pool NETA Start Date**" is the day after the Quarter Date following the Go-live Date (or if the Go-live Date is a Quarter Date, the day after the Go-live Date).

2.1.3 Pool Members shall be entitled to recover the Aggregate Pool NETA Costs in the respective percentages ("**Pool NETA Recovery Shares**") in which, pursuant to the Pooling and Settlement Agreement, such amounts were expended by them (determined taking account of the interest adjustment to the Pool NETA Start Date under paragraph 2.1.2(a), and determined including as Pool Members such persons as is referred to in paragraph 2.3.5 and their percentage shares).

2.1.4 The period the ("**Pool NETA Recovery Period**") over which Pool Members are entitled to recover amounts in respect of Aggregate Pool NETA Costs is the period commencing on the Pool NETA Start Date and ending on 31st March 2005.

2.1.5 The Panel shall on or as soon as practicable after the Pool NETA Start Date determine the Aggregate Pool NETA Costs and the Pool NETA Recovery Shares for all Pool Members and provide a statement thereof to all Parties and the Authority, and the Panel's determination shall be final and binding in the absence of manifest error.

2.1.6 Pool Members shall provide to the Panel all such information as the Panel may reasonably require in connection with its determinations under paragraph 2.1.5.

2.2 Amounts payable by Trading Parties

2.2.1 The "**Quarterly Pool NETA Amount**" in respect of each Quarter beginning on the Pool NETA Start Date shall be the amount determined in accordance with the following formula:-

$$QPNA = \frac{RPNC * r}{(1 - (1 + r)^{-L})}$$

where:

r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be one percentage point per annum above the time weighted average of the Base Rates prevailing during the preceding Quarter;

L is the remaining part of the Pool NETA Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;

RPNC is the remaining portion of the principal amount comprised in the Aggregate Pool NETA Costs not recoverable in respect of previous Quarters.

2.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly Pool NETA Amount in respect of that Quarter.

2.2.3 The amount payable by each Trading Party, in respect of each Quarter in the Pool NETA Recovery Period, shall be an amount determined as:

$$QPNA * (S1 + S2 + S3) / 3$$

where:

QPNA is the Quarterly Pool NETA Amount in respect of that Quarter;

S1, S2 and S3 are the Trading Party's Main Funding Shares for each of the three months in that Quarter.

2.2.4 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:

- (a) estimate in relation to each Trading Party:
 - (i) the Main Funding Share for each month in that Quarter, and
 - (ii) on the basis of such estimated shares, the amount payable by such Trading Party pursuant to paragraph 2.2.3 in relation to that Quarter;
- (b) determine (by way of reconciliation in respect of the preceding Quarter):
 - (i) the amount payable by each Trading Party pursuant to paragraph 2.2.3 in relation to the preceding Quarter (based on actual data as to Main Funding Shares);
 - (ii) the difference between the amount previously estimated (under paragraph (a)(ii)) for the preceding Quarter and the amount determined under paragraph (i);
- (c) determine the net amount payable by the Trading Party in that Quarter (being the net aggregate of the amounts under paragraphs (a)(ii) and (b)(ii));
- (d) notify the amounts so estimated and determined to each Trading Party.

2.2.5 Each Trading Party shall pay, no later than the penultimate Business Day of each Quarter in the Pool NETA Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined under paragraph 2.2.4(c) in respect of that Quarter.

2.3 Reimbursement to Pool Members

- 2.3.1 The amounts recovered from Trading Parties pursuant to paragraph 2.2 in respect of a Quarter shall be distributed among Pool Members on the last Business Day of that Quarter according to their proportionate Pool NETA Recovery Shares.
- 2.3.2 Any amounts received late from Trading Parties shall be distributed on the same basis as soon as reasonably practicable following their receipt.
- 2.3.3 Following the end of each Quarter BSCCo shall monitor the amounts due to each Pool Member since the start of the Pool NETA Recovery Period and the amounts paid, in each case in accordance with the provisions of this paragraph 2.
- 2.3.4 After the expiry of the Pool NETA Recovery Period, BSCCo shall produce a statement showing the amounts due to each Pool Member and the amounts paid, in each case in accordance with the provisions of this paragraph 2; and Pool Members shall make appropriate adjusting payments as specified by the Panel in respect of any differences between the amounts referred to in paragraph 2.3.3.
- 2.3.5 Trading Parties agree, subject as follows, that a person which is not a Party but was a Pool Member shall be paid any amount which would be payable pursuant to this paragraph 2.3 if that person were a Party; and BSCCo shall (so far as it is reasonably able to do identify and contact such person) arrange for payment of such amount on behalf of Trading Parties to such person; provided that where that person remains liable to pay to Pool Members any amounts accruing but unpaid under the Pooling and Settlement Agreement, BSCCo shall act in accordance with the instructions of the Panel as to any deduction, withholding or set-off to be made before any payments are made to such person.

2.4 General

- 2.4.1 All amounts and charges under this paragraph 2 are exclusive of VAT which shall be added to such charges, if applicable.
- 2.4.1 In this paragraph 2 references to Quarters are to Quarters during the Pool NETA Recovery Period.

3 TRADING PARTY BETTA FUNDING

3.1 Recoverable amounts and shares

- 3.1.1 The amounts recoverable by Trading Parties as BETTA Support Costs are amounts expended or funded by on behalf of Trading Parties before the BETTA Effective Date under work ~~packages~~specifications authorised pursuant to Section C 8.1.2 and amounts which are otherwise described in the Code as being BETTA Support Costs.

- 3.1.2 For the purposes of this paragraph 3:

- (a) "**Aggregate BETTA Costs**" means the aggregate amount of the BETTA Support Costs, with interest on each amount of BETTA Support Costs at the Base Rate from the first day of the month following that in which such amount was expended to the BETTA Start Date;
- (b) the "**BETTA Start Date**" is the day after the Quarter Date following the BETTA Effective ~~date~~Date (or if the BETTA Effective date is a Quarter Date, the day after the BETTA Effective ~~date~~Date);

(c) **"BETTA Trading Party"** means a person who is a Trading Party as at BETTA Effective Date or who subsequently becomes a Trading Party in accordance with the provisions of the Code.

3.1.3 Trading Parties shall be entitled to recover the Aggregate BETTA Costs in the respective percentages (**"BETTA Recovery Shares"**) in which, pursuant to the Code, such amounts were expended by them (determined taking account of the interest adjustment to the BETTA Start Date under paragraph 3.1.2(a), and determined including as Trading Parties such persons as is referred to in paragraph 3.3.5 and their percentage shares).

3.1.4 The period (**"BETTA Recovery Period"**) over which Trading Parties are entitled to recover amounts in respect of Aggregate BETTA Costs is the period commencing on the BETTA Start Date and ending ~~on +5 years later~~ thereafter.

3.1.5 The Panel shall, on or as soon as practicable after the BETTA Start Date, determine the Aggregate BETTA Costs and the BETTA Recovery Shares for all Trading Parties and provide a statement thereof to all Parties and the Authority, and the Panel's determination shall be final and binding in the absence of manifest error.

3.1.6 Trading Parties shall provide to the Panel all such information as the Panel may reasonably require in connection with its determinations under paragraph 3.1.5.

3.2 Amounts payable by BETTA Trading Parties

3.2.1 The **"Quarterly BETTA Amount"** in respect of each Quarter beginning on the BETTA Start Date shall be the amount determined in accordance with the following formula:-

$$QBA = \frac{RBC * r}{(1 - (1 + r)^{-L})}$$

where:

r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be one percentage point per annum above the time weighted average of the Base Rates prevailing during the preceding Quarter;

L is the remaining part of the BETTA Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;

RBC is the remaining portion of the principal amount comprised in the Aggregate BETTA Costs not recoverable in respect of previous Quarters.

3.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly BETTA Amount in respect of that Quarter.

3.2.3 The amount payable by each BETTA Trading Party, in respect of each Quarter in the BETTA Recovery Period, shall be an amount determined as:

$$QBA * (S1 + S2 + S3) / 3$$

where:

QBA is the Quarterly BETTA Amount in respect of that Quarter;

S1, S2 and S3 are the BETTA Trading Parties' Main Funding Shares for each of the three months in that Quarter.

3.2.4 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:

- (a) estimate in relation to each BETTA Trading Party:
 - (i) the Main Funding Share for each month in that Quarter, and
 - (ii) on the basis of such estimated shares, the amount payable by such BETTA Trading Party pursuant to paragraph 3.2.3 in relation to that Quarter;
- (b) determine (by way of reconciliation in respect of the preceding Quarter):
 - (i) the amount payable by each BETTA Trading Party pursuant to paragraph 3.2.3 in relation to the preceding Quarter (based on actual data as to Main Funding Shares);
 - (ii) the difference between the amount previously estimated (under paragraph (a)(ii)) for the preceding Quarter and the amount determined under paragraph (i);
- (c) determine the net amount payable by the BETTA Trading Party in that Quarter (being the net aggregate of the amounts under paragraphs (a)(ii) and (b)(ii);
- (d) notify the amounts so estimated and determined to each BETTA Trading Party.

3.2.5 Each BETTA Trading Party shall pay, no later than the penultimate Business Day of each Quarter in the BETTA Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined under paragraph 3.2.4(c) in respect of that Quarter.

3.3 Reimbursement to Trading Parties

3.3.1 The amounts recovered from BETTA Trading Parties pursuant to paragraph 3.2 in respect of a Quarter shall be distributed among Trading Parties on the last Business Day of that Quarter according to their proportionate BETTA Recovery Shares.

3.3.2 Any amounts received late from BETTA Trading Parties shall be distributed on the same basis as soon as reasonably practicable following their receipt.

3.3.3 Following the end of each Quarter BSCCo shall monitor the amounts due to each Trading Party since the start of the BETTA Recovery Period and the amounts paid, in each case in accordance with the provisions of this paragraph 3.

3.3.4 After the expiry of the BETTA Recovery Period, BSCCo shall produce a statement showing the amounts due to each Trading Party and the amounts paid, in each case in accordance with the provisions of this paragraph 3; and Trading Party shall make appropriate adjusting payments as specified by the Panel in respect of any differences between the amounts referred to in paragraph 3.3.3.

3.3.5 Trading Parties agree, subject as follows, that a person which has ceased to be a Party by virtue of it becoming a Discontinuing Party prior to the BETTA Effective Date shall be paid any amount which would be payable pursuant to this paragraph 3.3 if that person were a Party; and BSCCo shall (so far as it is reasonably able to do identify and contact such person) arrange for payment of such amount on behalf of BETTA Trading Parties to such person; provided that where that person remains liable in accordance with Section A5.3.3

for any amounts unpaid under the Code, BSCCo shall act in accordance with the instructions of the Panel as to any deduction, withholding or set-off to be made before any payments are made to such person.

3.4 General

3.4.1 All amounts and charges under this paragraph 3 are exclusive of VAT which shall be added to such charges, if applicable.

3.4.2 In this paragraph 3 references to Quarters are to Quarters during the BETTA Recovery Period.

SECTION G: CONTINGENCIES

1. GENERAL

1.1 Provisions in Code

- 1.1.1 This Section G sets out or refers to provisions of the Code which are to apply in certain contingencies, and related provisions.
- 1.1.2 The following provisions of the Code address the possibility of certain emergencies and other unusual or unexpected events of various kinds:
- (a) Section P5, which addresses circumstances in which the ECVAA may be unable to receive Energy Contract Volume Notifications and Metered Volume Reallocation Notifications;
 - (b) Section P6, which addresses the possibility of notification errors in the submission of Volume Notifications;
 - (c) Section Q7, which addresses the possibility of manifest errors in the submission or acceptance of Bids and Offers;
 - (d) Section Q8, which addresses circumstances in which the Transmission Company may be unable to receive Physical Notifications;
 - (e) paragraph 3, which addresses Black Start Periods;
 - (f) paragraph 4, which applies where the Secretary of State exercises certain emergency powers.
- 1.1.3 For the avoidance of doubt, paragraph 1.1.2 is not intended to be an exclusive list of provisions of the Code which address failures or delays or other abnormalities in the implementation of the Code.
- 1.1.4 The provisions of the Code referred to in paragraph 1.1.2 are "**Contingency Provisions**".
- 1.1.5 Paragraph 5 sets out arrangements for giving effect to a Generator Compensation Instruction delivered pursuant to the Fuel Security Code.

1.2 Exclusion of reconciliation

- 1.2.1 Where, pursuant to any Contingency Provision, any entitlement or liability by way of Ad-hoc Trading Charge is to be determined in relation to any Settlement Day:
- (a) the amount of such Ad-hoc Trading Charge shall be determined on the basis of data derived from the Initial Settlement Run (or if any Reconciliation Settlement Run has already been carried out at the time at which the amount of such charge is to be determined, the latest such Reconciliation Settlement Run);
 - (b) unless the Panel expressly otherwise decides, no adjustment or reconciliation shall be made in the determination of such Ad-hoc Trading Charge upon or as a result of the later carrying out of any Reconciliation Settlement Run or other adjustment of any such data;
 - (c) the Ad-hoc Trading Charge itself will have arisen outside any Settlement Run and accordingly shall be excluded from account (in both paragraphs (a) and (b))

of Section N6.4) by the FAA in carrying out any reconciliation under that Section.

1.3 Party Daily Reallocation Proportions

1.3.1 For the purposes of the Code, in relation to any Trading Party and any Settlement Day, the "**Party Daily Reallocation Proportion**" is the proportion determined as:

$$RCRC_p / \sum_p RCRC_p$$

where \sum_p represents the sum over all Trading Parties.

1.3.2 It is acknowledged that in certain circumstances the value of Party Daily Reallocation Proportion for a Trading Party might be negative, in which case any reference (in any Contingency Provision) to a liability of that Trading Party as to its Party Daily Reallocation Proportion of any amount shall be construed as an entitlement.

1.3.3 In accordance with paragraph 1.2.1, in the application of any Contingency Provision the Party Daily Reallocation Proportions shall be determined by reference to values of Daily Party Residual Settlement Cashflow determined in the Settlement Run (excluding the Interim Information Settlement Run) last carried out for the relevant Settlement Day before such proportions are to be determined, and shall not (unless the Panel decides otherwise) subsequently be revised.

1.4 Application of Contingency Provisions

1.4.1 For the avoidance of doubt, the Contingency Provisions shall apply (in accordance with their terms) only in relation to Settlement Periods commencing on or after the Go-live Date, but an event or circumstance giving rise to the application or operation of such provisions may occur or prevail before or on or after the Go-live Date.

1.5 Review of emergency arrangements

1.5.1 It is acknowledged that the Secretary of State has announced his intention to carry out a review of arrangements which apply or may apply in anticipation of or following the exercise of any of his powers under Sections 34 and 35 of the Act, Section 96 of the Act, and sections 1 to 4 of the Energy Act 1976 (including the arrangements provided for in the Fuel Security Code); and (after such announcement) the Secretary of State modified the Fuel Security Code with effect from the Go-live Date.

1.5.2 BSCCo shall participate (as and to the extent requested by or on behalf of the Secretary of State) in the review referred to in paragraph 1.5.1.

1.5.3 Following the review referred to in paragraph 1.5.1 (or during the review if so requested by the Secretary of State), the Panel shall propose a modification of the Code (including the provisions in paragraph 4) which in the opinion of the Panel, on the recommendation of BSCCo, and after consultation with the Secretary of State and the Authority, is appropriate to support and/or to reflect any modifications of the arrangements referred to in that paragraph (including any modifications of the Fuel Security Code), or any new such arrangements, which may be made or established (by or on behalf of or at the behest of the Secretary of State) in consequence of such review.

1.5.4 Where the Panel has proposed a modification of the Code under paragraph 1.5.3, the Panel shall take steps, in consultation with the Authority, to coordinate the application (in

relation to such proposal) of the procedures in Section F with other steps taken in consequence of such review for the consideration of modifications to (or establishment of) arrangements referred to in paragraph 1.5.3.

2. AVOIDABLE COSTS

2.1 General

2.1.1 This paragraph 2 applies, for the purposes of any Contingency Provision which refers to Avoidable Costs, for the purposes of determining such costs in relation to:

- (a) a BM Unit, and
- (b) such changes ("**relevant changes**") in Exports and/or Imports of that BM Unit during a Settlement Period as are specified in or determined pursuant to the relevant Contingency Provision.

2.1.2 Where any such Contingency Provision applies, the Panel shall determine, in its opinion, what is the amount of the net costs of operating the BM Unit which would not have been incurred but for the relevant changes in Exports and/or Imports.

2.1.3 For the purposes of the Code, the "**Avoidable Costs**" in relation to the relevant changes in Exports and/or Imports of the BM Unit shall be the amount determined by the Panel under paragraph 2.1.2 (which may for the avoidance of doubt be a negative amount, in a case where net costs were saved or revenues earned as a result of the relevant changes in Exports and/or Imports, and which otherwise shall be positive).

2.1.4 In determining what are the costs of operating a BM Unit and what such costs would not have been incurred (as provided in paragraph 2.1.2), the Panel shall have regard to the following:

- (a) costs include lost revenues, and costs saved include revenues earned;
- (b) in the case of a BM Unit comprising premises of a Customer, the costs which are to be counted are the costs incurred by the Customer;
- (c) costs are not to be counted unless they are demonstrably:
 - (i) costs directly incurred in the operation of the Plant and Apparatus comprised in the BM Unit;
 - (ii) costs which were reasonably and prudently incurred, and incurred pursuant to commitments reasonably and prudently made;
 - (iii) costs the amount of which would be expected to differ according to whether there occurred the relevant changes in Exports and/or Imports in the relevant Settlement Period alone;
- (d) costs include costs (incurred or saved) of consumption of electricity or fuel;
- (e) the following costs are not to be counted:
 - (i) costs or losses in respect of damage to property (including Plant or Apparatus) or death or injury to persons;

- (ii) insurance premia;
- (iii) financing costs and overhead costs;
- (f) amounts payable (other than by way of rebate of payment for supply), under any contract or otherwise, by way of compensation for loss of supply or otherwise in consequence of relevant changes in Exports and/or Imports, by the Lead Party to the person referred to in paragraph (b), are to be disregarded;
- (g) amounts payable or receivable under the Code in respect of Trading Charges or BSCCo Charges are to be disregarded.

2.2 Procedures

2.2.1 Where under any Contingency Provision the amount of Avoidable Costs is to be determined for any Settlement Period or Periods:

- (a) the Lead Party shall prepare, consistently with the principles in paragraph 2.1.3, and submit to BSCCo its estimate (for each such Settlement Period) of the net costs of operating the BM Unit which would not have been incurred but for the relevant change in Exports and/or Imports, together with an explanation of and supporting information for its estimate, and shall provide to the Panel such further information as the Panel may require for the purposes of making its determination under paragraph 2.1.2;
- (b) if required by the Panel, the Lead Party shall, by such time as the Panel may reasonably stipulate, submit a statement signed by its (or in the case in paragraph 2.1.4(b), the Customer's) statutory auditors to the effect that the Party's estimate of such costs have been prepared on a fair, complete and reasonable basis and consistent with the principles in paragraph 2.1.3;
- (c) BSCCo shall notify the Panel's determination under paragraph 2.1.2 to the Lead Party.

2.2.2 If requested by the Authority, the Panel will discuss with the Authority any determination(s) to be made under paragraph 2.1.2, and will take account of any guidance from the Authority in making such determination(s); and the Panel will exclude from account (in such determination(s)) any cost, or a cost of any description, which the Authority directs the Panel to exclude.

3. BLACK START

3.1 General

3.1.1 This paragraph 3 will apply if and only if the Transmission Company informs Users pursuant to OC9.4 of the Grid Code that either a Total Shutdown or a Partial Shutdown exists and that the Transmission Company intends to implement a Black Start (the terms 'Users', 'Total Shutdown', 'Partial Shutdown' and 'Black Start' each having, for the purposes of this paragraph 3, the meanings given thereto in the Grid Code).

3.1.2 Where this paragraph 3 applies:

- (a) the Panel shall (as soon as is practicable following the Transmission Company's notification under OC9.4) determine, in consultation with the Transmission

Company, the Settlement Period with effect from which the Total Shutdown or Partial Shutdown commenced;

- (b) BSCCo shall, as soon and so far as is practicable, notify all Parties of the Panel's determination under paragraph (a);
 - (c) following the Transmission Company's determination (under OC9.4.7.9) of the time of return to normal operation, the Panel shall determine, after consultation with the Transmission Company, the Settlement Period with effect from which the provisions of this paragraph 3 are to cease to apply, having regard to the following matters:
 - (i) the time of return to normal operation under the Grid Code determined by the Transmission Company;
 - (ii) the desirability of a return to normal operation under the Code at the same time or as soon as practicable thereafter;
 - (iii) the amount of time which (in the opinion of the Panel) it is reasonable to allow for Parties to recommence operations under or for the purposes of Sections Q and P;
 - (d) BSCCo shall promptly notify all Parties of the Panel's determination under paragraph (c).
- 3.1.3 For the purposes of the Code, the "**Black Start Period**" is the period commencing at the start of the Settlement Period determined by the Panel under paragraph 3.1.2(a) and ending at the end of the Settlement Period immediately before the Settlement Period determined by the Panel under paragraph 3.1.2(c).

3.2 Variation of rules

- 3.2.1 In relation to all Settlement Periods which fall within a Black Start Period:
- (a) operation of the balancing mechanism shall be suspended in accordance with Section Q5.4;
 - (b) the Lead Parties of BM Units which are given instructions under the Grid Code shall be entitled to be compensated subject to and in accordance with paragraph 3.3 (and, if otherwise applicable, Section Q8 shall not apply);
 - (c) notification of contract volumes shall be suspended in accordance with Section P1.5 (and, if otherwise applicable, Section P5 shall not apply);
 - (d) a single imbalance cash-out price shall apply in accordance with Section T1.6;
 - (e) the value of Credit Assessment Energy Indebtedness (CEI_{pj}) shall be set to zero for all Trading Parties for the purposes of Section M.
- 3.2.2 Where this paragraph 3 applies, the Panel may, after consultation with the Transmission Company, for the purposes of making arrangements for a return to normal operations under the Code, determine and notify Parties that:
- (a) any data submitted (in accordance with Section Q2, Q3 or Q4) by Lead Parties, and/or
 - (b) any Volume Notifications submitted by Volume Notification Agents

during any part or parts (as specified by the Panel in such notification to Parties) of the Black Start Period, shall be disregarded for the purposes of the Code.

3.3 Lead Party compensation

3.3.1 Subject to the provisions of the Code, each Party which:

- (a) is the Lead Party of any BM Unit (whether or not comprising Plant or Apparatus which is comprised in a Black Start Station as defined in the Grid Code), and
- (b) is given any instruction (a "**black start instruction**") by the Transmission Company pursuant to OC9.4.7.4, BC2.7 or BC2.9 of the Grid Code relating to any Settlement Period(s) during a Black Start Period

may, within the period of 20 Business Days (or such longer period as the Panel may approve in that case) after the end of the Black Start Period, submit to BSCCo a claim for payment of compensation to be determined in accordance with this paragraph 3.3.

3.3.2 For the purposes of this paragraph 3.3, in relation to a Settlement Period in the Black Start Period and a BM Unit:

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

$$(A - B)$$

where

A is the amount of the Avoidable Costs of the Lead Party in relation to the changes in Exports and/or Imports determined by the Panel under paragraph 3.3.4(a);

B is an amount determined as:

$$(BSCQ_{ij}^n * P_{ij}^n)$$

where P_{ij}^n is the System Sell Price (equal, in accordance with Section T1.6.1, to the System Buy Price) for that Settlement Period;

- (b) the "**black start compensation volume**" ($BSCQ_{ij}^n$) is the quantity (in MWh) determined by the Panel under paragraph 3.3.4(b);
- (c) for the purposes of paragraph (b), $BSCQ_{ij}^n$ shall be negative where it represents an increase in net Imports or a reduction in net Exports, and otherwise positive.

3.3.3 Where a Party submits a claim under paragraph 3.3.1, each Settlement Period (in the Black Start Period) in relation to which the Lead Party is given any black start instruction shall be a "**relevant**" Settlement Period for the purposes of this paragraph 3.3, and the amounts to be determined under this paragraph 3.3 shall be determined for all such Settlement Periods.

3.3.4 Where a Party submits a claim under paragraph 3.3.1, the Panel shall determine, in its opinion:

- (a) what changes in Exports and/or Imports of the BM Unit during each relevant Settlement Period resulted from action taken by the Lead Party for the purposes

of complying (in accordance with the Grid Code) with black start instructions relating to that Settlement Period; and

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

3.3.5 For the purposes of this paragraph 3.3:

- (a) the Lead Party shall, at the time at which it submits its claim under paragraph 3.3.1, provide a statement to the Panel of the changes which the Lead Party considers to be the changes described in paragraph 3.3.4(a), and the quantity which the Lead Party considers to be the net quantity described in paragraph 3.3.4(b), and shall provide such other information as the Panel may reasonably request for the purposes of determining the matters in paragraphs 3.3.4(a) and (b), for each relevant Settlement Period;
- (b) the Lead Party shall comply with the requirements of paragraph 2.2.1 in relation to determination of Avoidable Costs;
- (c) the Transmission Company and each Distribution System Operator shall provide such information as the Panel may reasonably request for the purposes of determining the black start compensation volumes.

3.3.6 Where the Lead Party has submitted a claim in accordance with paragraph 3.3.1, subject to the provisions of the Code:

- (a) the Lead Party shall be entitled to be paid by the BSC Clearer the net sum, for all relevant BM Units and relevant Settlement Periods, of the black start compensation amounts, together with interest at the Base Rate on each 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) each Trading Party (including the Lead Party) shall be liable to pay to the BSC Clearer its Black Start Reallocation Proportion of the net amount payable to the Lead Party under paragraph (a);
- (c) the amounts of the entitlements and liabilities under paragraphs (a) and (b) 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.

3.3.7 ~~For~~ Subject to Section I5.1, for the purposes of the Code, in relation to any Trading Party, the Black Start Reallocation Proportion is the proportion determined as:

$$\sum_d \sum_a \sum_i QCE_{iaj} / \sum_d \sum_p \sum_i QCE_{iaj}$$

where

\sum_i represents, for each Energy Account a, in Settlement Period i, the sum over all BM Units that are in offtaking Trading Units;

\sum_a represents the sum over all Energy Accounts a, for Party p;

\sum_p represents the sum over all Trading Parties p;

Σ_d represents the sum over all Settlement Periods in the seven Settlement Days immediately preceding the Settlement Day on which the Black Start Period commenced

provided that, where such seven day period includes any day before the Go-live Date, there shall (in the above formula) be used, in relation to Settlement Periods in any such day, such quantities (pursuant to the Pooling and Settlement Agreement or otherwise) as the Panel shall determine to be appropriate.

4. CIVIL EMERGENCIES AND FUEL SECURITY PERIODS

4.1 Application of emergency powers

4.1.1 This paragraph 4 applies in any case (whether before, on or after the Go-live Date):

- (a) where the Secretary of State gives a direction under Section 34(4)(b) of the Act; or
- (b) where:
 - (i) any action is taken by or on behalf of Her Majesty's Government pursuant to and in accordance with the emergency provisions set out in sections 1 to 4 of the Energy Act 1976, and
 - (ii) the Secretary of State is of the opinion (in his discretion) that such action has, or will or is likely to have, a material effect on the ability of any person or persons to generate, participate in the transmission of, distribute or supply electricity in pursuance of a Licence or Exemption; or
- (c) where any action is taken by or on behalf of Her Majesty's Government pursuant to and in accordance with the emergency provisions set out in section 96 of the Act;

and (in any such case) for so long as such direction or action continues in force or effect, and for such period (if any) thereafter as appears to the Secretary for State to be appropriate in all the circumstances.

4.1.2 For the avoidance of doubt, where this paragraph 4 applies, directions and notices may from time to time be given by the Secretary of State under each of paragraphs 4.2, 4.3 and 4.4 independently or together.

4.2 Single Imbalance Price

4.2.1 Where this paragraph 4 applies, if at any time the Secretary of State, in his discretion, after consultation with the Authority, gives a direction to the Panel that this paragraph 4.2.1 is to apply, specifying the time of commencement of such direction in accordance with paragraph 4.2.2(a), a single imbalance cash-out price shall apply in accordance with Section T1.6 in relation to each relevant Settlement Period.

4.2.2 For the purposes of paragraph 4.2.1, a relevant Settlement Period is a Settlement Period for which Gate Closure falls within the period:

- (a) commencing at the time specified by the Secretary of State (not being earlier than the time at which his direction is given under paragraph 4.2.1); and

- (b) ending at such time as the Secretary of State may (at any time after giving a direction under paragraph 4.2.1) direct by notice of not less than 48 hours given to the Panel.
- 4.2.3 Where the Secretary of State gives a direction to the Panel under paragraph 4.2.1 or 4.2.2(b), BSCCo shall send a copy of such direction to all Parties as soon as possible after receiving the same.
- 4.2.4 For the avoidance of doubt, directions under paragraph 4.2.1 may be given by the Secretary of State on more than one occasion (in relation to the same circumstances giving rise to the application of this paragraph 4) where, following any one such direction, the period referred to in paragraph 4.2.2 is to end or has ended.
- 4.3 Historic limit on balancing mechanism prices**
- 4.3.1 Where this paragraph 4 applies, if at any time the Secretary of State, in his discretion, after consultation with the Authority, gives a direction to the Panel that this paragraph 4.3.1 is to apply, specifying the matters specified in paragraph 4.3.3, historic price limits shall apply in the Balancing Mechanism in accordance with Section Q5.5 in relation to each relevant BM Unit and relevant Settlement Period.
- 4.3.2 For the purposes of paragraph 4.3.1:
 - (a) a relevant BM Unit is a BM Unit specified or of a description specified pursuant to paragraph 4.3.3(b);
 - (b) a relevant Settlement Period is a Settlement Period for which Gate Closure falls within the period:
 - (i) commencing at the time specified by the Secretary of State in accordance with paragraph 4.3.3(b), and
 - (ii) ending at such time as the Secretary of State may (at any time after giving a direction under paragraph 4.3.1) direct by notice of not less than 48 hours given to the Panel.
- 4.3.3 The matters to be specified in a direction under paragraph 4.3.1 are:
 - (a) the time of commencement of such direction (not being earlier than the time at which his direction is given under paragraph 4.3.1);
 - (b) either:
 - (i) that historic price limits (in accordance with Section Q5.5) are to apply to all BM Units; or
 - (ii) the description or identity of the BM Units to which such historic price limits are to apply; and
 - (c) whether such historic price limits are to be determined by reference to a period other than that determined under Section Q5.5.2(c)(i), and if so what other period.
- 4.3.4 Where the Secretary of State gives a direction to the Panel under paragraph 4.3.1 or 4.3.2(b)(ii), BSCCo shall send a copy of such direction to all Parties as soon as possible after receiving the same.

4.3.5 For the avoidance of doubt, directions under paragraph 4.3.1 may be given by the Secretary of State on more than one occasion (in relation to the same circumstances giving rise to the application of this paragraph 4):

- (a) where, following any one such direction, the period referred to in paragraph 4.3.2(b) is to end or has ended, or
- (b) for the purposes of changing the BM Units to which historic price limits (in accordance with Section Q5.5) are to apply or the period by reference to which such historic price limits are to be determined.

4.3.6 If requested to do so, BSCCo shall assist the Secretary of State or his representative in formulating any description of BM Units for the purposes of paragraph 4.3.3(b)(ii).

4.4 Revision of Credit Assessment Price

4.4.1 Where this paragraph 4 applies, if at any time the Secretary of State, in his discretion, after consultation with the Authority, gives a direction to the Panel that this paragraph 4.4.1 is to apply, specifying the time of commencement of such direction (in accordance with paragraph 4.4.2(a)) and the period for which the direction is to apply, the Panel shall determine a reduced value of the Credit Assessment Price in accordance with such principles and/or so as to achieve such objectives as may be specified in such direction.

4.4.2 For the purposes of paragraph 4.4.1:

- (a) the reduced value of Credit Assessment Price shall (notwithstanding Section M1.4.2(b)) be effective from the time specified by the Secretary of State (not being earlier than the time at which his direction is given under paragraph 4.4.1) and shall apply for the period so specified;
- (b) the Panel may (in accordance with the principles and/or so as to achieve the objectives so specified) determine different reduced values of Credit Assessment Price to apply at different times during such period;
- (c) the Panel shall not during such period determine a revised value of Credit Assessment Price other than pursuant to paragraph 4.4.1.

4.4.3 Where the Secretary of State gives a direction to the Panel under paragraph 4.4.1, BSCCo shall send a copy of such direction to all Parties as soon as possible after receiving the same.

4.4.4 For the avoidance of doubt, a direction under paragraph 4.4.1 may be given by the Secretary of State on more than one occasion (in relation to the same circumstances giving rise to the application of this paragraph 4) and whether or not during the period specified in an earlier such direction.

5. GENERATOR COMPENSATION INSTRUCTIONS

5.1 General

5.1.1 For the purposes of this paragraph 5:

- (a) "**Generator**" and "**Compensation Supplier**" have the meanings given to those terms in the Fuel Security Code;

- (b) in the context of a Generator Compensation Instruction, a "**relevant Supplier**" is a Compensation Supplier from whom such instruction provides for any amount to be collected.

5.2 Entitlements and liabilities in respect of Generator Compensation Amounts

5.2.1 The amounts (or each of the amounts) specified in or determined in accordance with a Generator Compensation Instruction (respectively in relation to a Generator and each relevant Supplier) shall be, and are hereby established for the purposes of the Code as, entitlements of the relevant Generator and liabilities of the relevant Suppliers (respectively), falling due for payment at the times specified in or determined in accordance with the Generator Compensation Instruction; and (in relation to the Generator or the relevant Supplier to which such amount relates) each such amount shall be an "**instructed amount**" for the purposes of this paragraph 5.

5.2.2 Where a Generator Compensation Instruction is delivered to BSCCo:

- (a) the Generator shall be entitled to be paid by the BSC Clearer each instructed amount;
- (b) each relevant Supplier shall be liable to pay to the BSC Clearer each instructed amount;
- (c) the amounts of the entitlements and liabilities under paragraphs (a) and (b) shall be Ad-hoc Trading Charges for the purposes of Section N6.9.

5.3 Implementation of Generator Compensation Instructions

5.3.1 Where a Generator Compensation Instruction is delivered to BSCCo, BSCCo shall determine, in accordance with the Generator Compensation Instruction, the amounts of the entitlements and liabilities of each Party in respect of instructed amounts, and notify the same to the FAA in accordance with Section N6.9.2.

5.3.2 Subject to paragraph 5.3.3, a Generator Compensation Instruction (including any calculation, determination or other matter stated or specified therein) shall be conclusive and binding upon all Parties.

5.3.3 If BSCCo considers that the basis specified in a Generator Compensation Instruction for determining any amount thereunder is unclear, contradictory or incomplete, or that it is impossible to implement such basis in full, then BSCCo shall, promptly upon becoming aware of the same, notify the Secretary of State in reasonable detail of the same, and until the matter is clarified BSCCo shall arrange for the Generator Compensation Instruction to be implemented only to the extent possible without such clarification.

5.4 Records of Generator Compensation Instructions

5.4.1 BSCCo shall prepare and maintain (or instruct the FAA to prepare and maintain) a record, for each Party, setting out the following matters:

- (a) each Generator Compensation Instruction for which that Party is the Generator or a relevant Supplier; and
- (b) the amounts (in relation to that Party) which are instructed amounts, the basis on which and any calculations by which such amounts have been determined, and the dates on which such amounts are due for payment.

- 5.4.2 BSCCo shall provide (or instruct the FAA to provide) to each Party a copy of the record maintained (for that Party) under paragraph 5.4.1 not later than 10 Business Days after the end of any month in which any entry or change is made in such record, and at any other time upon the request of such Party.

SECTION I: ~~NOT USED~~ TRANSITIONAL ARRANGEMENTS FOR IMPLEMENTATION OF BETTA

Introduction

This Section I sets out or refers to certain paragraphs of the Code or Transitional Code Subsidiary Documents which shall apply in place of or shall amend or otherwise change existing Code paragraphs during the Transition Period and, in some cases immediately following the BETTA Effective Date, in relation to particular Parties and/or in relation to particular Metering Systems and/or Scottish Volume Allocation Units as a result of the extension of the application of the Code to Scotland.

1. DISAPPLICATION OF SECTION F

1.1 Except as provided in this Section the provisions of Section F as they relate to modification of the Code shall be suspended in relation to any paragraph of this Section I (including its Annexes) or Section Q5.5.1(d) for the duration of the Transition Period.

2. CREATION AND MODIFICATION OF TRANSITIONAL CODE SUBSIDIARY DOCUMENTS

2.1 Procedures

2.1.1 Notwithstanding any provision in Section F, the Panel shall be entitled to decide that a consultation carried out by BSCCo prior to BETTA Go Active in relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA is appropriate, in the light of the complexity, importance and urgency of the proposed change in accordance with Section F3.2.1.

2.1.2 Where the Panel has made a decision in accordance with paragraph 2.1.1 that a consultation carried out by BSCCo prior to BETTA Go Active in relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA is appropriate then that consultation shall be deemed to be a consultation by the Panel in accordance with Section F3.2.1.

2.1.3 In relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA, the Panel shall be entitled to decide that the copying by BSCCo of any proposed draft changes to each Party and otherwise publishing it prior to or during a consultation undertaken by BSCCo prior to BETTA Go Active shall be sufficient publication in accordance with Section F3.2.2.

2.1.4 Each Party, each Panel member, BSCCo and the Panel Secretary shall take all reasonable steps to ensure that any Transitional Code Subsidiary Document or any amendment to any Code Subsidiary Document appropriate for the implementation of BETTA is considered, evaluated and implemented as soon as reasonably practicable having regard to the timing of the implementation of BETTA and, for the avoidance of

doubt, a Transitional Code Subsidiary Document may be created or an amendment to any Code Subsidiary Document appropriate for the implementation of BETTA may be made on the day on which the proposed Transitional Code Subsidiary Document or proposed amendment is proposed to the Panel.

2.1.5 Transitional Code Subsidiary Documents shall be Code Subsidiary Documents.

2.2 Non-Application of Sections F3.1.5 and F3.2.3

2.2.1 Sections F3.1.5 and F3.2.3 shall not apply to the creation of the Transitional Code Subsidiary Documents or any amendment to any Code Subsidiary Document appropriate for the implementation of BETTA.

2.3 Voluntary Compliance with Transitional Code Subsidiary Documents

2.3.1 Where a Party is voluntarily complying with a proposed Transitional Code Subsidiary Document then, in the event that the Panel has not created a Transitional Code Subsidiary Document in the same or substantially the same form as the proposed Transitional Code Subsidiary Document (a "similar Transitional Code Subsidiary Document"), the Party shall be entitled to continue to comply voluntarily with the proposed Transitional Code Subsidiary Document until such date as the Panel creates a similar Transitional Code Subsidiary Document and shall not be required to comply with any Code Subsidiary Document which exists in relation to the same or essentially the same matters.

2.4 Substitution of BSCP with Transitional Code Subsidiary Document where approved by Panel

2.4.1 In the event that the Panel creates or makes a Transitional Code Subsidiary Document (or creates or makes a modification appropriate for the implementation of BETTA to a Code Subsidiary Document), such Transitional Code Subsidiary Document (or modification) shall, until the BETTA Effective Date or such other date approved by the Panel, apply in place of the relevant existing Code Subsidiary Document to the extent that the Panel so approves when creating or making the Transitional Code Subsidiary Document (or modification).

3. COMPLIANCE WITH TRANSITIONAL CODE SUBSIDIARY DOCUMENTS

3.1 Deeming of Action taken prior to BETTA Go Active to be Compliance

3.1.1 Where:

- (a) a Party is required to take a step or steps or provide certain information or documents ("a step") under this Section I or any other provision of the Code; and
- (b) such Party prior to BETTA Go Active has already taken such step in accordance with a voluntary process agreed with or proposed by BSCCo and such step, if it had been taken at or following BETTA Go Active, would comply with the requirements of this Section I or any other provision of the Code;

such step shall be deemed to be valid and effective for the purposes of the Code and to have been taken on BETTA Go Active.

3.1.2 Where:

(a) a Party is required to take a step pursuant to any Transitional Code Subsidiary Document; and

(b) such Party prior to the creation of the Transitional Code Subsidiary Document, has already taken such step and, if the step had been taken subsequent to the creation of the Transitional Code Subsidiary Document it would comply with the requirements of the relevant Transitional Code Subsidiary Document;

such step shall be deemed to be valid and effective for the purposes of the Transitional Code Subsidiary Document at the date on which such Transitional Code Subsidiary Document is created by the Panel.

3.1.3 Paragraph 3.1.2 shall also apply *mutatis mutandis* where a Party is required to take a step pursuant to any amendment to a Code Subsidiary Document appropriate for the implementation of BETTA.

4. THE PANEL

4.1 Panel Elections

4.1.1 Notwithstanding any provision in Section B, the persons whose names are notified to the Transmission Company in writing by the Authority prior to the BETTA Effective Date shall be deemed to be the Panel Members elected by the Trading Parties pursuant to Section B2.2.1 and Annex B-2.

4.1.2 Upon receipt of the notice referred to in paragraph 4.1.1 the Transmission Company shall immediately notify the Panel Secretary of the names of the Panel Members set out in the notice.

4.1.3 Where a notification pursuant to paragraph 4.1.1 is made:

(a) prior to BETTA Go Active, the notification shall be effective on BETTA Go Active; and

(b) after BETTA Go Active but prior to the BETTA Effective Date, the notification shall be effective from midnight on the date that the notification is received by BSCCo.

4.1.4 Notwithstanding Section B2.7.3, when a notification is made pursuant to paragraph 4.1.1 the term of office of all Panel Members elected pursuant to Section B2.2.1 and Annex B-2 prior to the date of the notification shall:

(a) if the notification is received by BSCCo prior to BETTA Go Active, expire at midnight on the day immediately prior to BETTA Go Active; or

- (b) if the notification is received by BSCCo subsequent to BETTA Go Active but prior to the BETTA Effective Date, expire at midnight on the date the notification is received by BSCCo.

4.2 Panel Objectives during Transition Period

- 4.2.1 During the Transition Period the following paragraph shall replace Section B 1.2.1 (b):

"that the Code is given effect in such manner as will facilitate achievement of the objectives (so far as applicable to the manner in which the Code is given effect) as set out in Condition C 3(3)(a) to (e) of the Transmission Licence. For the avoidance of doubt this paragraph shall not be restricted or in any way fettered by reason of the fact that the definition of Total System is restricted, during Transition Period, to relate only to England and Wales."

5. CALCULATION OF BLACK START REALLOCATION PROPORTION

- 5.1 The following paragraph shall replace Section G3.3.7 for the first seven days commencing on the BETTA Effective Date:

For the purposes of the Code, in relation to any Trading Party, the Black Start Reallocation Proportion, for the first seven days commencing on the BETTA Effective Date, shall be the proportion determined as:

$$\frac{\sum_d \sum_a \sum_i QCE_{iaj}}{\sum_d \sum_p \sum_i QCE_{iaj}}$$

where

\sum_i represents, for each Energy Account a, in Settlement Period j, the sum over all BM Units that are in offtaking Trading Units

\sum_a represents the sum over all Energy Accounts a, for Party p

\sum_p represents the sum over all Trading Parties p

\sum_d represents the sum over all Settlement Periods in the seven Settlement Days immediately preceding the Settlement Day on which the Black Start Period commenced

provided that, in relation to BM Units located in Scotland, where such seven day period includes any day before the BETTA Effective Date, there shall (in the above formula) be used, in relation to Settlement Periods in any such day, such quantities as the Panel shall determine to be appropriate.

6. REGISTRATION OF METERING SYSTEMS

6.1 Reference to BDTP 15 and BDTP 20

- 6.1.1 For those Parties who prior to the BETTA Effective Date effect registrations in accordance with Section K in relation to Metering Systems which are located within Scotland where reference is made in Sections K3.2.4, K3.2.5, K3.3.3, K 3.3.4, K3.3.9 and K3.3.10 to BSCP 15 this shall be deemed to be a reference to BDTP 15.

6.2 Registration Requirements

6.2.1 During the Transition Period and solely in relation to those Parties who are responsible for CVA Metering Systems located in Scotland and who, as a result, must apply in accordance with BDTP 20, the words in Section K 2.2.1(d) shall be deemed to be replaced by the words: "the date with effect from which the applicant wishes the registration to be effective which shall not be earlier than the date set out in BDTP 20, that is, the BETTA Effective Date".

6.2.2 Where reference is made in Sections K1.3.3, K2.2.2, K2.2.3 and K2.2.5 and K2.2.6 to BSCP 20 this shall, during the Transition Period, in relation to the registration of a Metering System in CMRS which is located in Scotland be deemed to be a reference to BDTP 20.

6.3 Configuration of BM Units

6.3.1 BSCCo shall keep a copy of all determinations of BM Units made in Table A in Annex I-2 and shall make such determinations available to any Party on request.

6.4 Configuration of Trading Units

6.4.1 The determinations set out in Table B in Annex I-2 shall each be deemed to be a determination by the Panel for the purposes of Sections K4.3.1 and K4.5.1. BSCCo shall promptly notify the Trading Unit Applicants and the CRA of the determinations of Trading Units made in Table B in Annex I-2 at or as soon as reasonably possible following BETTA Go Active. BSCCo shall keep a copy of such determinations of Trading Units and shall make them available to any Party on request. Any notification by BSCCo pursuant to this paragraph shall be deemed to be a notification by the Panel for the purposes of Section K4.3.2.

6.5 Metering Dispensations

6.5.1 BSCCo shall maintain an up-to-date record of the Metering Dispensations in Table C in Annex I-2 and shall provide to the TAA a copy of such record and (promptly following making any such amendment) a copy of each amendment made to such record. Such metering dispensation shall be deemed to be a Metering Dispensation effective at the BETTA Effective Date made in accordance with the provisions of paragraph L3.4.

6.6 Registrant Responsibilities

6.6.1 During the Transition Period, in relation to any CVA Metering System located in Scotland, the reference in Section L2.3.1 to BSCP 20 shall be deemed to be a reference to BDTP 02.

6.7 Sealing and Security

6.7.1 Every Metering System registered in accordance with BDTP 20 which has been sealed by a SAS Meter Operator which seal is in force on the day before the BETTA Effective Date shall be deemed to have satisfied the requirements of BSCP 06 in relation to sealing.

7. REPLACEMENT OF REFERENCE TO BSCPS 20 AND 75 WITH REFERENCE TO BDTPS 20 AND 75

7.1 During the Transition Period, in relation to the preparation of Aggregation Rules applying to Scottish Volume Allocation Units, every reference in Section R to BSCP 75 shall be deemed to be a reference to BDTP 75.

7.2 During the Transition Period, in relation to CVA Metering Systems located in Scotland, every reference in Section R and Annex X-1 to BSCP 20 shall be deemed to be a reference to BDTP 20.

8. COMPLIANCE WITH BDTPS 70 AND 25, AND ENTRY PROCESSES, ACCREDITATION AND CERTIFICATION DOCUMENT

8.1 During the Transition Period parties who have or will become Parties and/or Party Agents as a result of the extension of the application of the Code to Scotland shall comply with BDTP 70 and BDTP 25 as applicable.

8.2 BSCCO shall develop, consult upon and submit in accordance with this Section I an Entry Processes, Accreditation and Certification Document for creation as a Transitional Code Subsidiary Document by the Panel.

9. METERING ACCESS AND TESTING

9.1 In relation to any Metering Systems located in Scotland the onus shall be on the Parties to:

- (a) provide access to such Metering Systems to BSCCo and/or the BSC Agent(s);
- (b) provide access to and enable the use of all communication lines (including PSTN, Paknet, Mobile and privately owned networks) to BSCCo and/or the BSC Agent(s) that are required;
- (c) provide access to or, as required by BSCCo and/or the BSC Agent(s), provide copies of and enable the use of all metered data; and
- (d) take any other action or provide any other resources, data or access reasonably required by BSCCo and/the BSC Agent(s);

for the purpose of Proving Tests, validation and market trialling activities in such time as set out in the Testing Document.

9.2 The onus shall be on the Party or party who has made an application to become a Party, as the case may be, and who is responsible for Scottish Volume Allocation Units to take any steps and provide any data required by the Testing Document in such time so that BSCCo is in a position to carry out any testing required to satisfy itself that the BSC Systems will operate effectively at and from 0000 hours on the BETTA Effective Date.

10. METERING SYSTEMS WHERE METER ADVANCE CALCULATED UNDER SAS NOT NEW METERING SYSTEMS FOR SECTION S-2 4.3.11

10.1 Section S-2 4.3.11 shall not apply to Metering Systems where a meter advance has previously been calculated according to the SAS.

11. EXEMPTION FROM SPECIFIED BSC CHARGES FOR CERTAIN PARTIES

11.1 A Party who is a party to SAS at BETTA Go Active and becomes a Party at Go Active shall not be liable for the following charges in the period prior to the BETTA Effective Date:

- (a) a Base Monthly charge as described in Annex D-3 3.1(a);
- (b) a Dataline Monthly charge as described in Annex D-3 3.1(d); and
- (c) a TIBCO Software Support charge, as described in Annex D-3 3.1(e).

11.2 A Party who is a party to SAS at BETTA Go Active and becomes a Party at Go Active shall not be liable for the Application Fee as described in Section A2.2.1(c).

12. FURTHER DEVELOPMENT OF REQUIREMENTS FOR TRANSITION

12.1 Introduction

12.1.1 This paragraph 12 sets out the procedures for modification of the Code in order to facilitate the exercise by the Authority of the powers set out in Condition C3(6) of the Transmission Licence. Section F shall not apply to a Proposed Transitional Modification or Approved Transitional Modification referred to in this paragraph 12.

12.2 Development of Proposed Transitional Modification

12.2.1 BSCCo shall, during the Transition Period, take such steps in relation to the identification, development and proposal of changes to the Code as are necessary or appropriate for the purpose of ensuring the effective transition from the arrangements subsisting pursuant to the Code prior to BETTA Go Active to those subsisting under the Code at the BETTA Effective Date in relation to the matters set out in Annex I-1 (the "Matters") and in relation to any further matters if so instructed by the Authority. Without limiting the generality of the foregoing, such steps may include:

- (a) the identification, impact assessment, analysis, development and drafting of proposed modifications to the Code (a "Proposed Transitional Modification");
- (b) obtaining or undertaking any necessary or appropriate information, advice in relation to such Proposed Transitional Modifications;
- (c) consultation in accordance with the instructions of the Authority in relation to such Proposed Transitional Modifications;
- (d) the submission of a report in a form specified by the Authority;
- (e) any further development, drafting (including drafting of any proposed text of any Proposed Transitional Modification), consulting and reporting requested by the Authority.

12.3 Modification Notice

12.3.1 Upon service by the Transmission Company to the Modification Secretary of a notice of Approved Transitional Modification signed by the Transmission Company in accordance with a direction of the Authority issued pursuant to the Transmission Licence:

- (a) the Code shall be modified in accordance with the terms of such notice; and
- (b) the Modification Secretary shall forthwith copy such notice to:
 - (i) each Party;
 - (ii) each Panel Member;
 - (iii) the Authority;
 - (iv) each BSC Agent; and
 - (v) each Core Industry Document Owner and the STC Committee.

12.4 Implementation

12.4.1 An Approved Transitional Modification of the Code shall take effect from the time and date specified in the notice referred to in paragraph 12.3.1 or, in the absence of any such time and date, from 00:00 hours on the day next following the date of service of such notice to the Modification Secretary (without prejudice to the Transitional Modification Implementation Date, if different).

12.4.2 The Transitional Modification Implementation Date may be extended or brought forward with the prior approval of, or at the direction of, the Authority.

12.4.3 BSCCo shall take appropriate steps to secure such amendments to the BSC Agent Contracts as may be necessary to give full and timely effect to an Approved Transitional Modification by the Transitional Modification Implementation Date.

12.4.4 BSCCo shall take appropriate steps to procure changes to BSC Systems and processes in order to give full and timely effect to an Approved Transitional Modification by the Transitional Modification Implementation Date.

12.4.5 BSCCo shall prepare a project brief for the implementation of the Approved Transitional Modification setting out the proposed steps, timetable and programme plan for such implementation consistent with the proposed Transitional Modification Implementation Date in accordance with the Code and the IS Policies. For the avoidance of doubt, a project brief may be in any form and size appropriate for BSCCo to be able to implement the Approved Transitional Modification at the Transitional Modification Implementation Date.

12.4.6 BSCCo shall promptly provide a report to the Authority where:

- (a) it appears, in BSCCo's reasonable opinion, that problems may arise, or have arisen, in the implementation of an Approved Transitional

Modification in accordance with the project brief prepared pursuant to paragraph 12.4.5; and/or

- (b) BSCCo has reason to believe that the changes necessary to BSC Systems and processes will not have been completed by the Transitional Modification Implementation Date; and/or
- (c) BSCCo becomes aware of any circumstances which might otherwise prevent or delay the full and timely implementation of the Approved Transitional Modification.

12.5 Confidentiality

12.5.1 Any representations submitted by a person pursuant to this paragraph 12 shall be made publicly available save as otherwise expressly requested by such person by notice in writing to BSCCo.

12.5.2 The Panel and BSCCo shall not be liable for any accidental publication of a representation which is the subject of a request made under paragraph 12.5.1.

12.5.3 For the avoidance of doubt, all representations (whether or not marked confidential) shall be sent to the Authority.

12.5.4 Where any provision of this paragraph 12.5 provides for data, information or reports to be published or made available to Parties and/or other persons, the Panel shall exclude therefrom any matters in respect of which the Authority issues a notice to the Modification Secretary that such matter shall be kept confidential.

12.6 BETTA Support Costs

12.6.1 Amounts expended or incurred in relation to work carried out in under this paragraph shall be BETTA Support Costs as described in Annex D-5 3.1.1.

ANNEX I-1: ADDITIONAL PROCEDURES FOR TRANSITIONAL ARRANGEMENTS

1. GENERAL

1.1 Introduction

1.1.1 This Annex I-1 forms part of Section I.

1.1.2 This Annex I-1 sets out those Matters referred to in Section I 12.

2. MATTERS RELATING TO TRANSITION

2.1 Final Transition to BETTA

2.1.1 It is anticipated that it will be appropriate for arrangements to be put in place for final transition to BETTA in the period up to and following (for a temporary period) the BETTA Effective Date, for the purposes of:

- (a) further testing of the Registrant and Lead Party data systems and processes involved in the operation of the Code following the BETTA Effective Date;
- (b) managing the transition from operations under the Code as in force before BETTA Go Active to operations under the Code and the Grid Code as in force on and after that date;
- (c) managing the transition from operations under SAS as in force before BETTA Go Active to operations under the Code as in force on and after that date;
- (d) managing the transition of certain data from operations under SAS to operations under the Code before and after BETTA Go Active; and
- (e) managing Code systems, processes and procedures so that they operate effectively at and from BETTA Effective Date;

and such arrangements shall be termed "Testing", "Cutover" and "Use of SAS Data" as appropriate.

2.1.2 In particular and without limiting the foregoing paragraph 2.1.1, the arrangements referred to in that paragraph may include consideration of the following:

- (a) any amendments required to Sections R and Q to ensure the proper operation of trading arrangements at the first and subsequent Settlement Periods on and after the BETTA Effective Date;
- (b) any amendments relating to the notification of metering faults and transition of notifications regarding metering faults that were notified under SAS;
- (c) any amendments to BMRS reporting arrangements as they currently exist under the Code to enable reporting relating to Great Britain during and immediately following the Transition Period; and

(d) the use of certain SAS data including Daily Profile Coefficients; BSP Group Net Take for settlement and associated purposes under the Code.

ANNEX I-2: TABLES**Table A Applications for non-standard BM Unit configurations**

<u>Applicant</u>	<u>Site</u>	<u>Summary of Dispensation Application</u>	<u>Commencement Date</u>
<u>Grangemouth CHP Limited</u>	<u>BP Grangemouth</u>	<u>CHP Generation, with the CHP Generator's production being regarded as an Export to the Total System.</u>	<u>BETTA Effective Date</u>
<u>Grangemouth CHP Limited</u>	<u>BP Grangemouth</u>	<u>Exempt supplies of electricity from the CHP Generation to the local site demand, with that supply being regarded as an Import from the Total System.</u>	<u>BETTA Effective Date</u>
<u>Grangemouth CHP Limited</u>	<u>BP Grangemouth</u>	<u>Any licensed supplies necessary to satisfy the balance of demand on the site which is not covered by on-site generation, as Imports from the Total System.</u>	<u>BETTA Effective Date</u>

Table B Trading Unit Application

<u>Applicant</u>	<u>Site</u>	<u>Summary of Dispensation Application</u>	<u>Commencement Date</u>
<u>British Energy Generation (UK) Limited</u>	<u>Hunterston power station</u>	<u>Class 5 Trading Unit comprising five BM Units. Two of the BM Units are associated with the two main generators the outputs from which are directly connected to the 400kV Transmission system. Two further BM Units are associated with the two Station Transformers which are directly connected to the 132kV Transmission System. The remaining BM Unit is associated with two 11kV supplies from the local Distribution network.</u>	<u>BETTA Effective Date</u>
<u>Grangemouth CHP Ltd</u>	<u>BP Grangemouth</u>	<u>Class 5 Trading Unit comprising two BM Units which are the subject of a non standard BM Unit request. The first BM Unit comprises CHP Generation, with the CHP Generator's production being regarded as an Export to the Total System. The second BM Unit comprises Exempt supplies of electricity from the CHP Generation to the local site demand, with that supply being regarded as an Import from the Total System.</u>	<u>BETTA Effective Date</u>

Table C Metering Dispensations

<u>Applicant</u>	<u>Site</u>	<u>Summary of Dispensation Application</u>	<u>Commencement Date</u>	<u>Applicable Metering System</u>
<u>British Energy Generation</u>	<u>Torness and Hunterston Power Stations</u>	<u>Metering not at Defined Metering Point. Dispensation for active metering to remain on low voltage side of the Generator Transformers and active and reactive metering to remain on low voltage side of the Station Transformers.</u>	<u>BETTA Effective Date</u>	<u>8301 and 8302</u>
<u>British Energy Generation</u>	<u>Torness and Hunterston Power Stations</u>	<u>Import and Export metering not installed on all circuits. Dispensation not to meter active Import on main generator circuits and active Export on Station, Unit and Excitation Transformers.</u>	<u>BETTA Effective Date</u>	<u>8301 and 8302</u>
<u>Scottish and Southern Energy plc.</u>	<u>Peterhead Power Station</u>	<u>Lack of duplicate current transformers and voltage transformers on Unit 1. Time limited dispensation (until the end of the Unit 1 overhaul in the summer of 2005) to continue with the use of a single set of voltage and current transformers.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
<u>Scottish and Southern Energy plc.</u>	<u>Peterhead Power Station</u>	<u>Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator Transformers of Units 1 & 2, CCGTs 11, 12 & 13 and OCGTs 3 & 4 as well as the low voltage side of Station Transformers 1, 2, 3 & 4.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
<u>Scottish and Southern Energy plc.</u>	<u>Foyers Pumped Storage</u>	<u>Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator Transformers.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
<u>Scottish and Southern Energy plc.</u>	<u>Hydro Electric Power Stations</u>	<u>Metering not at Defined Metering Point at the following hydro electric power stations. Dispensation for metering to remain on low voltage side of Generator Transformers and</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>

		<u>where applicable, the Station Transformers.</u> <u>Clunie G1, G2 & G3</u> <u>Culligran G1 & G2</u> <u>Deanie G1 & G2</u> <u>Errochty G1, G2 & G3</u> <u>Fasnakyle G1 & G3</u> <u>Glenmoriston G1 & G2</u> <u>Livishie G1</u> <u>Lochay G1 & G2</u> <u>Luichart G1 & G2</u> <u>Quoich G1</u> <u>Sloy G2 & G3</u>		
<u>Scottish and Southern Energy plc.</u>	<u>Mobile Generators</u>	<u>Dispensation to continue to use mobile generators without metering systems installed.</u>	<u>BETTA Effective Date</u>	<u>Not Applicable</u>
<u>Scottish Power Generation Ltd.</u>	<u>Longannet and Cockenzie Power Stations</u>	<u>Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator and Station Transformers.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
<u>Scottish Power Generation Ltd.</u>	<u>Longannet and Cockenzie Power Stations</u>	<u>Import and Export for some circuits not recorded on Outstations. Dispensation not to record on the Outstations the active import on main generator circuits and active / reactive export on Unit Transformers.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
<u>Scottish Power Generation Ltd.</u>	<u>Cruachan Pumped Storage</u>	<u>Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of the Super Grid Transformers.</u>	<u>BETTA Effective Date</u>	

<u>Scottish Power Generation Ltd</u>	<u>Kendoon, Tongland and Glenlee Power Stations</u>	<u>Separate test terminal blocks not provided for Main and Check Meters. Dispensation to continue the use of a single test terminal block for Main and Check Meters.</u>	<u>BETTA Effective Date</u>	<u>Not Known yet</u>
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ANNEX I-3: TRANSITIONAL GLOSSARY

<u>"Approved Transitional Modification":</u>	<u>means a modification to the Code which has been made pursuant to this Section I but which has not yet been implemented;</u>
<u>"BETTA Go Active":</u>	<u>means the date so called and notified in writing to the Transmission Company by the Authority and, subsequently, immediately notified to BSCCo by the Transmission Company;</u>
<u>"BSP Group Net Take":</u>	<u>means the total energy metered for a BSP Group measured by metering systems at BSPs and adjusted for the net output of embedded power stations and the export from composite sites and imports from the distribution system associated with grid-connected power stations calculated according to the SAS;</u>
<u>"Cutover Document":</u>	<u>means a Transitional Code Subsidiary Document created or to be created to enable the transition of systems operating under SAS and the Code prior to the BETTA Effective Date to those operating under the Code on and after the BETTA Effective Date;</u>
<u>"Entry Processes, Accreditation and Certification Document":</u>	<u>means a Transitional Code Subsidiary Document created or to be created relating to the entry, accreditation and certification processes with which parties who, as the result of the extension of the Code to Scotland, will become Parties and/or Party Agents at or around BETTA Go Active, may have to comply;</u>
<u>"Proposed Transitional Modification":</u>	<u>means a modification to the Code which has been proposed by BSCCo in accordance with this Section I but which has not or not yet been made in accordance with Annex I-1 3.5;</u>
<u>"Proving Tests":</u>	<u>means such tests of the various BSC Systems and NGC Systems as are available from time to time designed to demonstrate that such systems are integrated so as to be able to provide the services for which they are required under the Code;</u>
<u>"SAS Meter Operator":</u>	<u>means a person accredited to install, commission, maintain and energise metering equipment under and for the purposes of the SAS;</u>
<u>"Scottish Volume Allocation Units":</u>	<u>means:</u> <ul style="list-style-type: none">• <u>BM Units including Interconnector BM Units and Supplier BM Units;</u>

- Interconnectors;
- Grid Supply Points; and
- GSP Groups;

located in Scotland.

"Testing Document":

means a Transitional Code Subsidiary Document for testing and trialling those processes and matters described in Annex I-1;

"Transitional Code Subsidiary Document":

means a Code Subsidiary Document created or made for the purpose of the implementation of BETTA and includes:

- (a) any BDTPs;
- (b) the Entry Processes, Accreditation and Certification Document;
- (c) the Cutover Document;
- (d) the Testing Document; and
- (e) any other documents required as a result of changes to the Code effected by this Section I;

"Transition Modification Implementation Date":

means, in relation to a Transitional Modification, the date with effect from which the code is to be given effect as modified by that Transitional Modification, as modified by Annex I-1 3.6;

"Transition Period":

means the period commencing at 0000 hours on BETTA Go Active and ending at the last spot time before the commencement of the BETTA Effective Date;

**SECTION K: CLASSIFICATION AND REGISTRATION
OF METERING SYSTEMS AND BM UNITS**

1. GENERAL

1.1 Introduction

1.1.1 This Section K sets out the basis for:

- (a) identifying the Parties which are responsible (for the purposes of the Code) for Exports and Imports of electricity at Boundary Points;
- (b) the registration in the names of such Parties of the Metering Systems installed (in accordance with Section L) for the purposes of measuring separately such Exports and Imports;
- (c) such Parties to establish and register BM Units comprising the Plant and Apparatus for whose Exports and Imports they are responsible, and to assign those BM Units to Trading Units;
- (d) the approval of Line Loss Factors by the Panel.

1.1.2 This Section K also sets out the requirements for Parties to register Metering Systems at Systems Connection Points for which they are responsible.

1.1.3 In relation to an Interconnector, in the case of any inconsistency between the provisions of paragraph 5 and the other provisions of this Section K, the provisions of paragraph 5 shall prevail.

1.1.4 For the purposes of the Code:

- (a) in relation to the terms Export and Import, references to the Plant or Apparatus of a Party shall be treated as including:
 - (i) the premises of a Customer supplied by that Party;
 - (ii) Plant and Apparatus of a Third Party Generator for whose Exports that Party has elected to be responsible in accordance with paragraph 1.2.2(a)(ii)(2);
 - (iii) Plant or Apparatus (whether or not owned or operated by that Party), not forming part of the Total System, by which electricity is transported from the Total System to premises supplied by the Total System or (as the case may be) to the Total System from Generating Plant providing electricity to the Total System;
 - (iv) an Interconnector in relation to which that Party is an Interconnector User.
- (b) subject to paragraphs (c) and (d), unless otherwise provided:
 - (i) "**Export**" means, in relation to a Party, a flow of electricity from any Plant or Apparatus (not comprising part of the Total System) of that Party to the Plant or Apparatus (comprising part of the Total System) of a Party;

- (ii) **"Import"** means, in relation to a Party, a flow of electricity to any Plant or Apparatus (not comprising part of the Total System) of that Party from the Plant or Apparatus (comprising part of the Total System) of a Party;

and Export and Import, as verbs, shall be construed accordingly;

- (c) any Export or Import is to be determined at a single Boundary Point; and in relation to a Party, the Export or Import at a Boundary Point is the flow (under paragraph (b)(i) or (b)(ii) respectively) which would occur at the Boundary Point, but for:
 - (i) any opposite flow (at the same Boundary Point) to or from other Plant or Apparatus (not comprising part of the Total System) of that Party, and
 - (ii) any other flow (at the same Boundary Point) to or from any other Party's Plant or Apparatus (not comprising part of the Total System);
- (d) notwithstanding paragraph (c), the combined flows from or to a Generating Unit and to or from the associated unit transformer in a Settlement Period shall be netted and considered to be a single Export or Import, and separate from any Export or Import of any other Plant or Apparatus;

1.2 Obligations of Parties in relation to Exports and Imports

1.2.1 Subject to the further provisions of this Section K, the Party responsible (in accordance with paragraph 1.2.2 below) for any Exports or Imports of electricity at a Boundary Point shall:

- (a) install, maintain and operate or secure that there is installed, maintained and operated, subject to and in accordance with Section L, Metering Equipment by which (over periods and otherwise in accordance with the further requirements of the Code) the quantities of such Exports and Imports separately can be measured, but subject to the provisions of Section S8 as to Unmetered Supplies;
- (b) register the Metering System(s) which result or will result from installation of such Metering Equipment, in accordance with paragraph 2;
- (c) establish and register BM Unit(s) comprising the relevant Plant and Apparatus in accordance with paragraph 3;
- (d) assign each BM Unit to a Trading Unit established and registered in accordance with paragraph 4.

1.2.2 For the purposes of the Code:

- (a) the Party **"responsible"** for an Export:
 - (i) in the case of an Export from a Generating Plant, subject to paragraph (ii), shall be the Party which generates electricity at that Generating Plant;
 - (ii) in the case of an Export from Exemptable Generating Plant:
 - (1) where the person which generates electricity at that Generating Plant is a Party and has elected (by applying

to register Metering System(s) for that Generating Plant in accordance with paragraph 2) to be responsible for such Export, shall be that Party;

- (2) subject to paragraph 2.5, where the person (whether or not a Party) which generates electricity at that Generating Plant has for the time being authorised a Party to accept responsibility for that Export, and that Party has elected (by applying to register Metering System(s) for that Generating Plant in accordance with paragraph 2) to be so responsible, shall be that Party;

provided that no Party shall be so responsible unless it has so elected;

- (iii) in the case of an Export from an Interconnector, shall be determined in accordance with paragraph 5;
- (iv) in any other case, shall be determined by the Panel after consultation with the Authority, on application of any Party;

(b) the Party "**responsible**" for an Import:

- (i) in the case of an Import constituting the supply of electricity to premises connected to the Total System, whether or not for consumption at those premises, shall be the person who supplies electricity to those premises;
- (ii) in the case of an Import to any Generating Plant at which electricity is generated by a Party holding a Generation Licence, shall be that Party;
- (iii) in the case of an Import to an Interconnector, shall be determined in accordance with paragraph 5;
- (iv) in the case of an Import (not constituting the supply of electricity to premises) to a distribution system connected to a Distribution System, shall be the person recognised under the MRA as responsible for such Import;
- (v) in any other case, shall be determined by the Panel after consultation with the Authority, on application of any Party;

(c) Generating Plant is "**Exemptable**" Generating Plant where the person generating electricity at that Generating Plant is, or would (if it generated electricity at no other Generating Plant and/or did not hold a Generation Licence) be, exempt from the requirement to hold a Generation Licence;

(d) Generating Plant which is not Exemptable is "**Licensable**" Generating Plant;

(e) in paragraph (b)(i), references to the supply of electricity includes the provision of electricity to a person (whether or not the same as the person providing the electricity) at premises connected to the Transmission System.

1.2.3 A Party shall not commence or permit to be commenced any Exports or Imports for which that Party is to be responsible until that Party has complied with the requirements in

paragraph 1.2.1 and the registrations under paragraphs (b) and (c) thereof have become effective.

1.2.4 Where a Party has failed for any period to comply with any requirements in paragraph 1.2 in relation to any Plant or Apparatus for which he is responsible, nothing in the Code shall prevent such Party from being held liable for payment of any amount by way of Trading Charges in such period, where (on the basis of retrospective application of steps taken to comply or otherwise) the Code provides for the amount for which the Party is or would have been so liable to be established or determined for the purposes of Settlement.

1.2.5 The Party responsible for any Exports or Imports at a Boundary Point shall ensure that it (or the person otherwise required to do so) has entered into and has in full force and effect all appropriate Connection Agreements with respect to its Exports or Imports at that Boundary Point.

1.3 Obligations of Parties in relation to Systems Connection Points

1.3.1 Subject to the further provisions of this Section K, the Party responsible for any Systems Connection Point shall:

- (a) install, maintain and operate, or secure that there is installed, maintained and operated, in accordance with Section L, Metering Equipment by which (in accordance with the further requirements of the Code), at the Systems Connection Point, the quantities of electricity flowing between the Systems which are connected at that point can be measured; and
- (b) register the Metering System(s) which result or will result from such installation in accordance with paragraph 2.

1.3.2 For the purposes of paragraph 1.3.1, the Party responsible for a Systems Connection Point shall be:

- (a) in the case of a Grid Supply Point, the Distribution System Operator whose System is directly connected to the Transmission System at that point;
- (b) in the case of a Distribution Systems Connection Point, the Distribution System Operator nominated in accordance with paragraph 1.3.3.

1.3.3 The Distribution System Operators whose Distribution Systems and/or Associated Distribution Systems are connected at a Distribution Systems Connection Point shall, in accordance with BSCP 20, agree between themselves and nominate which of them shall be responsible for such Systems Connection Point.

1.4 Changes in Transmission System Boundary Points and Systems Connection Points

1.4.1 The requirements of this paragraph 1.4 are to be complied with by:

- (a) the Transmission Company, in relation to Transmission System Boundary Points and Grid Supply Points;
- (b) each Distribution System Operator in relation to Distribution Systems Connection Points and any Distribution Interconnector Boundary Point on its Distribution System(s) and Associated Distribution System(s) (if any).

1.4.2 The Transmission Company and each Distribution System Operator (as applicable, in accordance with paragraph 1.4.1) shall ensure that the CRA is informed of the location of

each Transmission System Boundary Point, Systems Connection Point and Distribution Interconnector Boundary Point.

1.4.3 Where there is to be a new Transmission System Boundary Point, Systems Connection Point, or Distribution Interconnector Boundary Point, as a result of any new connection to be made to any System, or a decommissioned connection at any Transmission System Boundary Point, Systems Connection Point or Distribution Interconnector Boundary Point is to be re-energised:

- (a) the Transmission Company or the relevant Distribution System Operator(s) (as applicable, in accordance with paragraph 1.4.1) shall inform the CRA of the date from which and location at which such connection is to be made or (as the case may be) of the connection which is to be re-energised;
- (b) the CRA shall so inform BSCCo; and
- (c) the Transmission Company or the relevant Distribution System Operators shall not energise or re-energise such connection, or (as the case may be) permit such connection to be energised or reenergised, until BSCCo has confirmed to it that:
 - (i) a Party has complied with the requirements referred to in paragraph 1.2 in relation to the Transmission System Boundary Point or Distribution Interconnector Boundary Point or (as the case may be) paragraph 1.3 in relation to the Systems Connection Point, and that the Party's registrations required pursuant to those paragraphs have become effective; and
 - (ii) in the case of a Systems Connection Point, where applicable, Aggregation Rules have been submitted in accordance with Section R3.2.3(b) pursuant to which the relevant Distribution System(s) are included in a GSP Group.

1.4.4 Where a connection to the Transmission System or any Distribution System, constituting a Transmission System Boundary Point, Distribution Interconnector Boundary Point or Systems Connection Point, is to be or has been decommissioned:

- (a) the Transmission Company or the relevant Distribution System Operator(s) shall so inform the CRA;
- (b) the CRA shall so inform BSCCo.

1.5 Exemptable Generating Plant

1.5.1 Where any Party which is or is to be responsible for any Generating Plant intends to effect any registration (other than the making of an election as referred to in paragraph 1.2.2(a)(ii)(2) in the case of an SVA Metering System) or take any other step in pursuance of any provision of this Section K which applies by reason of that Generating Plant being Exemptable, subject to paragraph 1.5.7, that Party shall first provide to BSCCo details of the Generating Plant and the reasons for which the Party believes the Generating Plant to be Exemptable.

1.5.2 Within 20 Business Days after receiving any notification under paragraph 1.5.1 BSCCo shall:

- (a) take such measures as it considers appropriate to verify whether or not the Generating Plant is Exemptable, and

- (b) notify the Party of its conclusions.
- 1.5.3 The Party shall provide such further details as BSCCo may reasonably request for the purposes of such verification.
- 1.5.4 Where the Party disagrees with the conclusions of BSCCo under paragraph 1.5.2(b), that Party may refer the matter to the Panel, and the Panel shall determine whether (in its opinion) the Generating Plant is Exemptable, and notify to the Party its determination which shall be binding for the purposes of the Code subject to paragraph 1.5.5.
- 1.5.5 Within 20 Business Days after the Panel has notified its determination under paragraph 1.5.4, the Party may, if it wishes the matter to be determined by the Authority, refer to the Authority the question of whether the Generating Plant is Exemptable.
- 1.5.6 Wherever pursuant to this Section K the CRA or CDCA receives any application for or other notification of a registration or step within paragraph 1.5.1, the CRA or CDCA shall apply to BSCCo for confirmation as to whether the Generating Plant in question is Exemptable, and shall not validate or accept the same unless BSCCo has given such confirmation.
- 1.5.7 In the case of Generating Plant whose Exports are measured by SVA Metering Systems, BSCCo may:
 - (a) require the Party to provide (instead of details and reasons as referred to in paragraph 1.5.1) a certificate, signed by a director of that Party, as to the matters referred to in that paragraph (and may require the Party pursuant to Section U1.2.3 to update such certificate from time to time), and
 - (b) rely on that certificate instead of taking measures under paragraph 1.5.2.
- 1.5.8 Where:
 - (a) it has been determined in accordance with the foregoing provisions that particular Generating Plant is Exemptable, and
 - (b) at any later time BSCCo becomes aware of any change in relevant circumstances or otherwise has good reason to believe that the position may be different

BSCCo may require that the relevant Party to comply or comply again with paragraph 1.5.1 or 1.5.7(a).

1.6 Identity of Metering Systems

- 1.6.1 The composition of Metering Systems shall be determined for the purposes of the Code in accordance with the following provisions:
 - (a) subject to paragraphs (b), (c), (d) and (e), in relation to any Site and any Party, the commissioned Metering Equipment installed for the purposes of measuring the quantities of Exports and Imports at the Boundary Point(s) (collectively) associated with that Site for which that Party is responsible is either:
 - (i) a single Metering System; or

- (ii) such greater number of Metering Systems as that Party applies (in accordance with paragraph 2) to register,

irrespective of whether all or part of the same Metering Equipment is also used to measure the quantities of Imports and/or Exports for which another Party is responsible at that Site, but subject to paragraph 2.5;

- (b) in relation to any Site with associated Interconnector Boundary Point(s), the commissioned Metering Equipment installed for the purposes of measuring the quantities of Exports and Imports at the Interconnector Boundary Point(s) (collectively) associated with that Site is either:

- (i) a single Metering System; or
- (ii) such greater number of Metering Systems as the Party who is to be the Registrant pursuant to paragraph 5.3 applies (in accordance with paragraph 2) to register;

- (c) in relation to any Site with associated Systems Connection Point(s) and any Party, the commissioned Metering Equipment installed for the purposes of measuring flows of electricity at the Systems Connection Point(s) (collectively) associated with that Site for which that Party is responsible is either:

- (i) a single Metering System; or
- (ii) such greater number of Metering Systems as that Party applies (in accordance with paragraph 2) to register,

irrespective of whether all or part of the same Metering Equipment is also used to measure the quantities of Imports and/or Exports for which another Party is responsible at that Site;

- (d) where the Metering System is or is to be registered in SMRS, the commissioned Metering Equipment installed for the purposes of measuring the quantities of Exports and Imports for which a Party is responsible at a Metering Point shall be a single Metering System (but subject to paragraph 2.5);

- (e) in relation to an Unmetered Supply, the Equivalent Meter or Profiled Unmetered Supply for the purposes of calculating the quantities of Imports and Exports for which a Party is responsible at a Metering Point shall be a single Metering System.

1.6.2 For the purposes of paragraph 1.6.1, a "Site" is:

- (a) a location containing one or more Boundary Points (other than Interconnector Boundary Point(s)) and at which there is situated:

- (i) a single Generating Plant; or
- (ii) a single set of premises; or
- (iii) any combination of one or more Generating Plants and/or sets of premises which may, in the CDCA's reasonable opinion (having regard, among other things, to their physical proximity), be considered to be managed as a single site;

- (iv) any other collection of Plant or Apparatus which the CDCA approves for these purposes (on a case by case basis) consistent with the principles in paragraphs (i), (ii) and (iii);
- (b) a location containing one or more Interconnector Boundary Points and at which there is situated a single sub-station; or
- (c) a location containing one or more Systems Connection Points and at which there is situated a single sub-station

provided that a location which satisfies more than one of paragraphs (a), (b) or (c) shall constitute a Site in respect of each of paragraphs (a), (b) and/or (c) (as the case may be) individually.

1.6.3 For the avoidance of doubt, the provisions as to the configuration of Metering Systems contained in this paragraph 1.6 are without prejudice to and shall not affect the rules as to the configuration of BM Units as set out in paragraph 3.1.

1.7 Line Loss Factors

1.7.1 Each Licensed Distribution System Operator, or such other person as the Panel may agree, shall establish and submit to the Panel in accordance with BSCP 28 (for CVA Metering Systems) and BSCP 528 (for SVA Metering Systems) Line Loss Factors applying in respect of each Metering System on its Distribution System(s) and Associated Distribution System(s) (if any).

1.7.2 Line Loss Factors may be established for a single Metering System or for a class (of a description specified by the Licensed Distribution System Operator) of Metering System.

1.7.3 Line Loss Factors shall be subject to the approval of the Panel.

1.7.4 If for any relevant Metering System the Panel does not approve the Line Loss Factors submitted by the Licensed Distribution System Operator:

- (a) the Panel shall so inform the relevant Licensed Distribution System Operator; and
- (b) that Licensed Distribution System Operator shall re-submit Line Loss Factors for the relevant Metering System to the Panel.

1.7.5 Where at any time in relation to a Metering System:

- (a) no Line Loss Factors have at any time been submitted or approved; or
- (b) previously approved Line Loss Factors have expired and no new Line Loss Factors have been submitted or approved in accordance with paragraph 1.7.1,

then a default value established in accordance with BSCP 28 (for CVA Metering Systems) or BSCP 528 (for SVA Metering Systems) shall be applied as the Line Loss Factor until such time as the Licensed Distribution System Operator submits a set or a new set (as the case may be) of Line Loss Factors for the relevant Metering System which are approved by the Panel, whereupon the new approved Line Loss Factors shall be applied to the relevant Metering System for the period to which they relate (but excluding periods prior to the date of such approval) in accordance with BSCP 28 (for CVA Metering Systems) or BSCP 528 (for SVA Metering Systems).

1.7.6 For the avoidance of doubt, in relation to a Metering System at a Boundary Point on a Distribution System which is not directly connected to the Transmission System, the relevant Licensed Distribution System Operator shall submit a Line Loss Factor which, when applied to data relating to such Metering System, converts such data into a value at the Transmission System Boundary, that is to say including distribution losses both on its Distribution System and any other Distribution System by which it is indirectly connected to the Transmission System.

1.8 Establishment of Groups of GSPs

1.8.1 The Grid Supply Point(s) which are comprised in a Group of GSPs shall be:

- (a) both
 - (i) subject to paragraph (b), the Grid Supply Point(s) by reference to which the relevant GSP Group was established as at 1 August 2003; ~~or~~and
 - (ii) subject to paragraph (b), from the BETTA Effective Date, the Grid Supply Points which were known as Bulk Supply Points under the SAS and fell into groups of Bulk Supply Points known as, respectively, North Scotland P and South Scotland N and which have been registered pursuant to BDTP 25; or
- (b) such other Grid Supply Point(s) as the Panel may determine in accordance with the further provisions of this paragraph 1.8.

1.8.2 The Panel may determine a revision of the Grid Supply Points comprised in a Group of GSPs (including the establishment of a new Group of GSPs):

- (a) where there is a new Grid Supply Point or an existing Grid Supply Point is decommissioned; or
- (b) where, in the Panel's opinion, it is appropriate (having regard, among other things, to the matters in paragraph 1.8.3) to do so:
 - (i) as a result of developments of or in relation to the Distribution systems for the time being comprised in any GSP Group, and/or the associated Distribution Systems Connection Points;
 - (ii) in other circumstances in the Panel's sole discretion.

1.8.3 In determining any revision of the Grid Supply Points to be comprised in a Group of GSPs the Panel shall have regard, among other things, to:

- (a) the effect of geographic factors taken into account in establishing Daily Profile Coefficients in relation to a GSP Group for the purposes of Supplier Volume Allocation;
- (b) the effect of the size of a GSP Group (that is, the numbers of Half Hourly and Non Half Hourly Metering Systems at Boundary Points in the GSP Group) on GSP Group Correction Factors for the purposes of Supplier Volume Allocation;
- (c) the effect of the proximity (in terms of electrical connection) of Boundary Points on the value to the Transmission Company (in the operation of the Transmission Company) of Physical Notifications and Bid-Offer Pairs submitted in relation to Supplier BM Units.

- 1.8.4 Before making any revision of the Grid Supply Points to be comprised in a Group of GSPs the Panel shall consult with the Authority, the Transmission Company, the Distribution System Operators of all Distribution Systems comprised or to be comprised in relevant GSP Groups, and all Suppliers.

2. REGISTRATION OF METERING SYSTEMS

2.1 Registration in CMRS

2.1.1 A Boundary Point Metering System shall be registered in CMRS where:

- (a) the Metering Equipment measures quantities of Imports to or Exports from Plant or Apparatus which is directly connected to the Transmission System; or
- (b) the Metering Equipment measures quantities of Imports to or Exports from a Licensable Generating Plant; or
- (c) the Metering Equipment measures quantities of Imports to or Exports from an Interconnector; or
- (d) the Panel has determined, upon the application of any Party, that there are special circumstances by reason of which such Metering System should be registered in CMRS.

2.1.2 Without prejudice to paragraph 2.1.1, a Boundary Point Metering System may be registered in CMRS where the Metering Equipment measures quantities of Exports, or Exports and Imports, at the Site of an Exemptable Generating Plant.

2.1.3 A Systems Connection Point Metering System shall be registered in CMRS.

2.1.4 A Metering System may not be registered in CMRS except pursuant to paragraph 2.1.1, 2.1.2 or 2.1.3.

2.1.5 A Metering System may not be registered in CMRS and SMRS at the same time.

2.1.6 There may only be one Registrant of a CVA Metering System at any one time.

2.2 Registration requirements

2.2.1 A Party may apply to register a Metering System in CMRS by submitting a registration application to the CRA specifying:

- (a) the identity of the applicant Party;
- (b) the Metering System;
- (c) the Meter Operator Agent appointed or to be appointed in accordance with Section J6.1; and
- (d) the date with effective from which the applicant wishes the registration to be effective.

2.2.2 An application to register a Metering System in CMRS shall be made in accordance with and subject to BSCP 20.

- 2.2.3 The CRA will validate and process the registration application in accordance with BSCP 20.
- 2.2.4 The following requirements are conditions to a registration of a Metering System in CMRS being effective:
- (a) the CRA has been informed of the relevant Boundary Point or Systems Connection Point under paragraph 1.4;
 - (b) the Metering Equipment has been installed and commissioned in accordance with Section L;
 - (c) a Meter Operator Agent has been appointed and registered in accordance with Section J;
 - (d) Meter Technical Details and Aggregation Rules have been submitted to and validated by the CDCA under Section R;
 - (e) in the case of a Distribution Systems Connection Point, one of the Distribution System Operators has been nominated in accordance with paragraph 1.3.3;
 - (f) in the case of an Interconnector, an Interconnector Administrator and Interconnector Error Administrator have been appointed in accordance with paragraph 5;
 - (g) where the applicant is not the Equipment Owner, the consent of the Equipment Owner has been obtained;
 - (h) (subject to paragraph 5 in relation to Interconnector BM Units) the registrations pursuant to paragraph 3 by the Party of the BM Unit(s) associated with such Metering System (and cancellation or reconfiguration of any existing BM Units by any other Party pursuant to paragraph 3.6.3) are, but for satisfaction of any condition in paragraph 3 as to the effective registration of such Metering System, effective.
- 2.2.5 Registration of a Metering System in CMRS will become effective on and from the later of:
- (a) the date specified by the applicant pursuant to paragraph 2.2.1(d); and
 - (b) the day following that on which (in accordance with BSCP 20):
 - (i) the CRA has confirmation that all the requirements listed in paragraph 2.2.4 have been satisfied (and, for these purposes, the CDCA shall provide the CRA with the necessary confirmation, where applicable); and
 - (ii) the Registrant's Party Registration Data have been registered in accordance with Section A.
- 2.2.6 The Registrant of a CVA Metering System shall, in accordance with BSCP 20, keep its registration up-to-date, by notifying the CRA or CDCA (as applicable) of any change in any of the details contained in the registration, promptly upon any such change occurring.

2.3 Withdrawal of registration in CMRS

- 2.3.1 The Registrant of a CVA Metering System shall continue to be the Registrant until and unless:
- (a) the associated Plant and Apparatus is disconnected in accordance with the relevant Connection Agreement and the Metering System is de-registered in accordance with BSCP 20;
 - (b) where permitted under paragraph 2.1, the Metering System becomes registered in SMRS in accordance with paragraph 2.4; or
 - (c) the Registrant withdraws from the registration in accordance with the further provisions of this paragraph 2.3.
- 2.3.2 A Party may withdraw as Registrant of a CVA Metering System if and only if another Party (the "**new registrant**"), which is or will (at the effective date of withdrawal) be responsible for Imports and/or Exports to or from the relevant Plant and Apparatus, applies (in accordance with paragraph 2.2) for registration and becomes the Registrant of the CVA Metering System.
- 2.3.3 The new registrant shall comply with the provisions of paragraph 2.2 in respect of registration and with the further provisions of BSCP 20 in respect of a change of registrant.
- 2.3.4 Where a Registrant ceases or will cease to be the Party responsible for Exports or Imports measured by a CVA Metering System, it shall (subject to paragraph 2.3.2) withdraw from, and consent to the new registrant's application for, registration in respect of the Metering System.
- 2.3.5 A change of registrant shall be effective, and the withdrawing Party shall cease to be Registrant of the CVA Metering System, conditional upon, and with effect on and from, the new registrant's registration becoming effective in accordance with paragraph 2.2 and the withdrawing Party's cancellation or reconfiguration of BM Units pursuant to paragraph 3.6.2 becoming effective.
- 2.3.6 A Party shall not be released, by reason of ceasing to be Registrant of a CVA Metering System, from any accrued liabilities as Registrant or (as Lead Party in respect of the associated BM Unit) in Settlement.

2.4 Registration in SMRS

- 2.4.1 Subject to paragraph 2.4.2, where a Boundary Point Metering System is not permitted to be, or (if it is permitted, but not obliged) is not, registered in CMRS, the Metering System shall be registered in SMRS; and the responsible Party shall be deemed to comply with the requirement in paragraph 1.2.1(b) by complying with the further requirements of this paragraph 2.4 and of the Code relating to registration in SMRS.
- 2.4.2 Only a Supplier may comply with the requirement in paragraph 1.2.1(b) pursuant to paragraph 2.4.1.
- 2.4.3 Where a Supplier intends:
- (a) to supply electricity, or
 - (b) to receive Export Active Energy from a Third Party Generator,

measured by a Metering System which is or is to be registered in SMRS, the Supplier shall, in accordance with BSCP 501:

- (i) inform that SMRA of its intention;
- (ii) provide that SMRA with the appropriate information; and
- (iii) inform that SMRA from time to time of any changes to that information.

2.4.4 Section S sets out further requirements applying to each SMRA in relation to SMRS.

2.4.5 The provisions of Annex K-1 (as to the Master Registration Agreement) shall apply.

2.4.6 Where a Supplier is to be the first Registrant in SMRS of a Non Half Hourly Metering System at a new Boundary Point, and the Supplier is not the Equipment Owner, the Supplier shall obtain (directly, or indirectly through its authorised Meter Operator Agent) the consent of the Equipment Owner to such registration.

2.5 Shared SVA Meter Arrangements

2.5.1 Subject to and in accordance with this paragraph 2.5 and the further provisions of the Code, two or more Suppliers may make an arrangement (a "**Shared SVA Meter Arrangement**") under which there is a single SVA Metering System for Exports or Imports (from or to the same Plant and Apparatus) for which the two or more Suppliers are responsible.

2.5.2 A Shared SVA Meter Arrangement may be made only:

- (a) in relation to a SVA Metering System comprising Half Hourly Metering Equipment; and
- (b) in relation to Exports or (as the case may be) Imports for which the two or more Suppliers are responsible (and not in relation to a combination of Exports and Imports but without prejudice to paragraph 2.5.4(c)(ii)); and
- (c) between no more than the maximum number of Suppliers in relation to a SVA Metering System as may from time to time be determined and published by BSCCo in accordance with the procedures set out in BSCP 550 (and, where a maximum number is so specified, references in the Code to two or more Suppliers under a Shared SVA Meter Arrangement are subject to such maximum limit).

2.5.3 A Shared SVA Meter Arrangement shall be made, and related information submitted, maintained and updated, in accordance with and subject to the provisions of BSCP 550.

2.5.4 Where Suppliers make a Shared SVA Meter Arrangement:

- (a) the Suppliers shall ensure that each is informed of each other's identity by the SVA Customer or (as the case may be) SVA Generator;
- (b) the Suppliers shall agree which of them is to act as primary Supplier for the purposes of the Code, failing which the Panel shall nominate one of them to act as primary Supplier;
- (c) each Supplier shall:

- (i) register the Shared SVA Metering System in the SMRS with a different SVA Metering System Number, for which each Supplier shall be respectively responsible;
 - (ii) where the Supplier is the variable supplier as referred to in paragraph 3.5.5 of Annex S-2, register the Shared SVA Metering System in the SMRS with two different SVA Metering System Numbers (one classed as import and the other as export in accordance with BSCP 550), for which such Supplier is responsible;
 - (iii) inform the SMRA if at any time it ceases to be responsible for the Shared SVA Metering System, provided that:
 - (1) all such Suppliers may not cease to be so responsible at the same time unless the relevant SVA Metering System is disconnected at that time or another Supplier or Suppliers assume responsibility for that Metering System in accordance with the provisions of the Code with effect from the time when all such Suppliers cease to be so responsible; and
 - (2) where a Supplier ceases to be so responsible as a result of another Supplier assuming such responsibility, that other Supplier (rather than the Supplier ceasing to be so responsible) shall inform the SMRA;
 - (iv) maintain and update the information in that SMRS for which it is responsible;
- (d) the Primary Supplier shall ensure that an Allocation Schedule and the associated rules for application and maintenance of the Allocation Schedule are established and submitted in accordance with BSCP 550.

2.5.5 In connection with any Shared SVA Meter Arrangement, the Primary Supplier shall:

- (a) ensure (in accordance with Section J4.1.4) that only one Meter Operator Agent and one Data Collector is appointed for the Shared SVA Metering System;
- (b) request the SMRA to provide (for the purposes of paragraph 2.5.4(c)(i)) and, where applicable, paragraph 2.5.4(c)(ii)) SVA Metering System Number(s) for the Shared SVA Metering System;
- (c) notify the Secondary Supplier(s) of their SVA Metering System Number(s);
- (d) promptly inform the Secondary Supplier(s) of any changes to information for which the Primary Supplier is solely responsible in relation to the Shared SVA Metering System;
- (e) ensure that each Secondary Supplier has equal access, for so long as the Secondary Supplier remains a Secondary Supplier in respect of the Shared SVA Metering System, to the data recorded by the relevant Metering Equipment;
- (f) be the Party responsible for submitting the initial Allocation Schedule and any subsequent Allocation Schedules to the Half Hourly Data Collector and the Secondary Supplier(s);

- (g) where the initial or any subsequent Allocation Schedule specifies an amount of energy to be employed by way of fixed block or multiple fixed block in accordance with BSCP 550, estimate and notify to the Half Hourly Data Collector the maximum output or consumption capacity (as the case may be) of the Plant or Apparatus associated with the Shared SVA Metering System (expressed in MWh per Settlement Period), and revise such estimate from time to time, in each case in accordance with BSCP 550.
- 2.5.6 Where a Secondary Supplier ceases to be a Secondary Supplier in respect of a Shared SVA Metering System and is not replaced by a new Secondary Supplier in accordance with BSCP 550 and no other Secondary Suppliers form part of the Shared SVA Meter Arrangement:
- (a) the SVA Metering System shall cease to be the subject of a Shared SVA Meter Arrangement;
 - (b) the Primary Supplier shall assume sole responsibility for such Metering System; and
 - (c) the SMRA shall be requested to mark the SVA Metering System Number of the Secondary Supplier as disconnected.
- 2.5.7 Where a Secondary Supplier ceases to be a Secondary Supplier in respect of a Shared SVA Metering System and is not replaced by a new Secondary Supplier in accordance with BSCP 550 but other Secondary Suppliers still form part of the Shared SVA Meter Arrangement:
- (a) the Primary Supplier shall ensure that a subsequent Allocation Schedule is submitted; and
 - (b) the SMRA shall be requested to mark the relevant SVA Metering System Number(s) of the Secondary Supplier as disconnected.
- 2.5.8 Where the Primary Supplier ceases to be the Primary Supplier and is not replaced by a new Primary Supplier in accordance with BSCP 550 and there is only one Secondary Supplier which forms part of the Shared SVA Meter Arrangement:
- (a) the SVA Metering System shall cease to be the subject of a Shared SVA Meter Arrangement;
 - (b) the Secondary Supplier shall assume sole responsibility for such Metering System; and
 - (c) the Secondary Supplier shall request the SMRA to mark its SVA Metering System Number as disconnected and to register the Secondary Supplier as the Registrant of such Metering System with the SVA Metering System Number previously assigned to such Primary Supplier.
- 2.5.9 Where the Primary Supplier ceases to be the Primary Supplier and is not replaced by a new Primary Supplier in accordance with BSCP 550 and there is more than one Secondary Supplier which form part of the Shared SVA Meter Arrangement:
- (a) the SVA Metering System shall continue to be the subject of a Shared SVA Meter Arrangement;
 - (b) the Secondary Suppliers shall agree which of them is to act as Primary Supplier, failing which the Panel shall nominate one of them to act as Primary Supplier;

- (c) the Secondary Supplier which assumes the role of Primary Supplier shall:
 - (i) ensure that a subsequent Allocation Schedule is submitted; and
 - (ii) request the SMRA to mark its Secondary SVA Metering System Number(s) as disconnected and to register it with the SVA Metering System Number previously assigned to the Primary Supplier.

2.5.10 This paragraph 2.5 shall apply on a Supplier ID basis (and a Supplier may be party to a Shared SVA Meter Arrangement in the capacities of its Supplier IDs) and its provisions shall be construed accordingly.

2.6 Transfer of Registration between CMRS and SMRS

2.6.1 A Party which is or is to be the Registrant of a Metering System in CMRS may transfer the registration to SMRS, and a Party which is or is to be the Registrant of a SVA Metering System in SMRS may transfer the registration to CMRS, subject to and in accordance with this paragraph 2.6; and in this paragraph such a transfer is referred to as a "**Registration Transfer**".

2.6.2 A Registration Transfer:

- (a) may only be made where the Metering System is eligible (in accordance with this paragraph 2) to be registered in both CMRS and SMRS;
- (b) shall be made by (and effective from) registration in CMRS or (as the case may be) SMRS at the same time as withdrawal from registration in the other.

2.6.3 A Registration Transfer shall be made in accordance with and subject to BSCP 68.

2.6.4 For the avoidance of doubt, a Registration Transfer may be made in parallel with an application for a change of Registrant and, subject to compliance with this paragraph 2.6 and with paragraphs 2.3 and 2.4, a Registration Transfer may become effective on the same day as a change of Registrant.

3. CONFIGURATION AND REGISTRATION OF BM UNITS

3.1 Configuration of BM Units

3.1.1 Subject to paragraph 3.3 and paragraph 5, a BM Unit shall comprise Plant or Apparatus or a combination of Plant and/or Apparatus for whose Exports and/or Imports a Party is responsible.

3.1.2 Subject to paragraphs 3.1.4 and 3.1.6(d), a BM Unit must satisfy the following conditions:

- (a) only one Party is responsible for the Exports and/or Imports from or to the Plant and/or Apparatus which is comprised in the BM Unit;
- (b) the Exports and/or Imports of electricity from and to the Plant and/or Apparatus comprised in the BM Unit are capable of being controlled independently of the Exports or Imports of electricity from or to any Plant or Apparatus which is not comprised in the BM Unit, provided that this shall not apply to the extent to which such Imports are measured by Metering Systems which are part of a Teleswitch Group;

- (c) on the basis of:
 - (i) the provisions of the Code as to Volume Allocation, and any options or entitlements which the responsible Party has exercised or intends to exercise pursuant to those provisions, and
 - (ii) the Metering Equipment which is or is to be installed pursuant to Section L

the quantities (in aggregate) of electricity Exported and Imported in each Settlement Period from or to the Plant and Apparatus comprised in the BM Unit are or will be determined (in accordance with the provisions of the Code as to Volume Allocation) and submitted to the SAA for the purposes of Settlement separately from any quantities Exported or Imported from or to any Plant and Apparatus which is not comprised in the BM Unit;

- (d) the BM Unit does not comprise Plant and Apparatus whose Imports and Exports are measured by both CVA Metering System(s) and SVA Metering System(s); and
- (e) there are no smaller aggregations of the Plant and Apparatus comprised in the BM Unit, for each of which the conditions in paragraphs (a), (b) and (c) would be satisfied.

3.1.3 The same Plant and Apparatus may be comprised in more than one BM Unit only to the extent that different persons are responsible for the Exports from and the Imports to such Plant and Apparatus.

3.1.4 Subject to paragraph 3.1.6 each of the following shall be a single BM Unit, and (except where paragraph 3.1.5 applies) shall be deemed to satisfy the requirements in paragraph 3.1.2:

- (a) any Generating Unit or CCGT Module for whose Exports the Metering System(s) is or are registered in CMRS;
- (b) the Plant and Apparatus which comprises part of, and which Imports electricity through the station transformer(s) of, a Generating Plant, where the Metering System(s) for such Imports is or are registered in CMRS;
- (c) premises (of a Customer supplied by a Party) which are directly connected to the Transmission System, provided that such premises are so connected at one Boundary Point only;
- (d) an Interconnector BM Unit, in accordance with paragraph 5;
- (e) a Base BM Unit or an Additional BM Unit, in accordance with paragraph 3.3.2; and
- (f) any configuration of Plant and Apparatus set out in Table A in Annex I-2.

3.1.5 Paragraph 3.1.6 applies in any case where (pursuant to this Section K) one or more BM Units are required to be established, comprising particular Plant and/or Apparatus (the "relevant" Plant and Apparatus), if:

- (a) the relevant Plant and Apparatus does not fall into a category listed in paragraph 3.1.4;

- (b) the relevant Plant and Apparatus does fall into such a category, but the responsible Party considers that a different configuration would satisfy the requirements in paragraph 3.1.2;
- (c) the CDCA or CRA considers that there is a reasonable doubt as to whether the relevant Plant and Apparatus falls into a category listed in paragraph 3.1.4; or
- (d) (except in the case of an Interconnector) the relevant Plant and Apparatus Exports or Imports at a CVA Boundary Point at which there are other Exports or Imports for which another person is responsible (whether or not the relevant Plant and Apparatus falls into a category listed in paragraph 3.1.4).

3.1.6 In any case where this paragraph 3.1.6 applies:

- (a) the responsible Party and/or the CDCA or CRA shall refer the question of the establishment of the BM Unit(s) to the Panel;
- (b) the Panel shall determine, taking into account any representations of the Party responsible for the relevant Exports and/or Imports, and after consulting the Transmission Company, what configuration of the relevant Plant and Apparatus into BM Unit(s) will best satisfy the requirements in paragraph 3.1.2;
- (c) where the Panel considers that no such configuration will satisfy such requirements, the Panel shall determine a configuration of the relevant Plant and Apparatus into BM Unit(s) which in the Panel's opinion most nearly achieves the objectives which are reflected in the requirements in paragraph 3.1.2;
- (d) the determination of the Panel as to the configuration of the relevant Plant and Apparatus into BM Unit(s) shall be final and binding.

3.1.7 BSCCo shall keep a copy of all determinations made by the Panel pursuant to paragraph 3.1.6 and any decision regarding a BM Unit set out in Table A in Annex I-2 and shall make such determinations and/or decisions available to any Party upon request.

3.2 Registration of BM Units

3.2.1 Each Party shall ensure that all Plant and Apparatus, for whose Exports and/or Imports it is responsible, is comprised in BM Units established and registered by it in compliance with this paragraph 3.

3.2.2 The further provisions of this paragraph 3.2 shall only apply to BM Units comprising Plant and/or Apparatus, for whose Exports and/or Imports a Party is responsible, measured by CVA Metering Systems.

3.2.3 A Party may apply to register a BM Unit by submitting a registration application to the CRA specifying:

- (a) the identity of the applicant Party;
- (b) the date from which the applicant wishes the registration to be effective;
- (c) the estimated amounts referred to in paragraph 3.4.1 (for the purposes of establishing the Generation Capacity and the Demand Capacity) for the proposed BM Unit;
- (d) the CVA Metering Systems associated with the proposed BM Unit.

- 3.2.4 An application to register a BM Unit shall be made in accordance with and subject to BSCP 15.
- 3.2.5 The CRA (after consultation with BSCCo and the CDCA) will validate (as to compliance with paragraph 3.2.6 and otherwise) and process the registration application in accordance with BSCP 15.
- 3.2.6 The following requirements are conditions to a registration of a BM Unit being effective:
- (a) the BM Unit is configured in accordance with the requirements of paragraph 3.1;
 - (b) subject to paragraph 5 (in relation to Interconnector BM Units), the registration(s) pursuant to paragraph 2 of the CVA Metering System(s) associated with such BM Unit are, but for satisfaction (where applicable) of any condition in paragraph 2 as to the effective registration of such BM Unit, effective;
 - (c) the estimated amounts (for the purposes of establishing the Generation Capacity and Demand Capacity) for the BM Unit have been notified to the CRA in accordance with paragraph 3.4.2(a);
 - (d) Aggregation Rules for such BM Unit have been submitted to and validated by the CDCA under Section R; and
 - (e) a Credit Assessment Load Factor has been allocated to the BM Unit in accordance with Section M1.5.
- 3.2.7 Registration of a BM Unit will become effective, and the applicant will become the Lead Party of that BM Unit, on and from the later of:
- (a) the date specified by the applicant pursuant to paragraph 3.2.3(b); and
 - (b) the day following that on which (in accordance with BSCP 15) BSCCo confirms to the CRA that all of the requirements (including those in paragraph 3.2.6) specified for such effectiveness in that BSC Procedure have been satisfied.
- 3.2.8 The Lead Party for a BM Unit shall, in accordance with BSCP 15, keep its registration up-to-date, by notifying the CRA of any change in any of the details contained in the registration, promptly upon any such change occurring.

3.3 Supplier BM Units

- 3.3.1 Each Supplier shall:
- (a) automatically be registered as holding one BM Unit for each GSP Group, irrespective of whether it has any Registered SVA Metering Systems in the GSP Group (and, for the purposes of this paragraph (a), a Party shall be deemed to have applied for such registrations upon applying to register itself as a Supplier pursuant to Section A4); and
 - (b) notify the estimated amounts (for the purposes of establishing the Generation Capacity and Demand Capacity) for each such BM Unit in accordance with paragraph 3.4.2(a) at or before the registration of such BM Unit, provided that if such Supplier fails to notify such amounts as required by this paragraph (b), it

shall be deemed to have notified a value of zero for each such amount (but without prejudice to paragraph 3.4.2(c)).

- 3.3.2 In addition, a Supplier may apply to register a BM Unit associated with a GSP Group by giving notice to the CRA specifying:
- (a) the identity of the Supplier;
 - (b) the GSP Group with which the BM Unit is to be associated;
 - (c) the date with effect from which the BM Unit is to be established;
 - (d) the estimated amounts referred to in paragraph 3.4.1 (for the purposes of establishing the Generation Capacity and the Demand Capacity) for the proposed BM Unit.
- 3.3.3 Application for registration of a BM Unit pursuant to paragraph 3.3.2 shall be made in accordance with and subject to BSCP 15, and the registration shall be effective, and the Supplier will become the Lead Party of that BM Unit, on the later of:
- (a) the date specified by the applicant pursuant to paragraph 3.3.2(c); and
 - (b) the date when registration is confirmed by BSCCo to the CRA in accordance with BSCP 15.
- 3.3.4 The CRA shall validate and process applications for registration of a Supplier BM Unit in accordance with and subject to BSCP 15.
- 3.3.5 For any Supplier and any GSP Group, the "**Base BM Unit**" is the Supplier BM Unit which was registered for the Supplier pursuant to paragraph 3.3.1, and each other Supplier BM Unit is an "**Additional BM Unit**".
- 3.3.6 A Supplier may not cancel or withdraw from the registration of a Base BM Unit while he remains a Supplier.
- 3.3.7 A Supplier may assign the Plant and Apparatus associated with particular SVA Metering Systems (of which it is Registrant) in any GSP Group to any Additional BM Unit registered by it for that GSP Group, subject to the conditions set out in and in accordance with the provisions of Section S6.
- 3.3.8 All of the Plant and Apparatus associated with a Supplier's Registered SVA Metering Systems in a GSP Group which are not for the time being assigned to an Additional BM Unit shall be comprised in its Base BM Unit for that GSP Group.
- 3.3.9 Where the SVA Metering System(s) associated with Plant and/or Apparatus for the time being assigned to a Supplier BM Unit are part of the same Teleswitch Group or Groups which includes SVA Metering Systems of which the Supplier is not the Registrant:
- (a) the Supplier may in accordance with BSCP 15 designate the Supplier BM Unit as a Joint BM Unit by notice to the CRA specifying the relevant Teleswitch Group(s) and teleswitched Standard Settlement Configuration(s);
 - (b) the CRA shall validate such designation in accordance with BSCP 15;
 - (c) such designation will become effective with effect from the later of the date specified in such notice by the Supplier for such effectiveness and the day following that on which BSCCo has confirmed to the CRA that all of the

requirements specified for such effectiveness in that BSC Procedure have been satisfied.

- 3.3.10 The Lead Party for a Supplier BM Unit shall, in accordance with BSCP 15, keep its registration up-to-date, by notifying the CRA of any change in any of the details contained in the registration, promptly upon any such change occurring.
- 3.3.11 This paragraph 3.3 shall apply on a Supplier ID basis and its provisions shall be construed accordingly, and:
- (a) a Supplier will be registered under paragraph 3.3.1 in respect of each of its Supplier IDs as holding one BM Unit for each GSP Group (and accordingly will hold a set of Base BM Units for each of its Supplier IDs); and
 - (b) a Supplier:
 - (i) holding one Supplier ID may not cancel or withdraw from the registration of a Base BM Unit relating to that Supplier ID while the Supplier remains a Supplier;
 - (ii) holding more than one Supplier ID may cancel and withdraw from the registration of the set of Base BM Units relating to an additional Supplier ID:
 - (A) provided the Supplier has no Registered SVA Metering Systems with the additional Supplier ID in any GSP Group;
 - (B) following which cancellation and withdrawal the Supplier shall no longer hold, for the purposes of the Code, the additional Supplier ID.

3.3A Exempt Export BM Units

- 3.3A.1 A Supplier BM Unit shall not be classified as an Exempt Export BM Unit unless (disregarding paragraph 3.1.4(e)) the BM Unit would, if the Metering System(s) comprised in the BM Unit were CVA Metering Systems, satisfy the requirements in paragraph 3.1.2, for which purposes paragraph 3.1.6 shall apply as if the question referred to therein were whether the configuration of Plant and Apparatus comprised in the BM Unit satisfies (or best satisfies) those requirements.

3.4 Demand Capacity and Generation Capacity

- 3.4.1 The Lead Party of a BM Unit shall estimate and notify to the CRA, in relation to each BSC Season in each year (the "**relevant**" BSC Season), from time to time in accordance with paragraph 3.4.2, in good faith and as accurately as it reasonably can, what will be the maximum magnitude:
- (a) of the positive value of QM_{ij} (subject to paragraph 3.4.4) for the BM Unit in the relevant BSC Season; and
 - (b) of the negative value of QM_{ij} (subject to paragraph 3.4.4) for the BM Unit in the relevant BSC Season,

provided that (in either case) if there is none, the value to be notified by the Lead Party shall be zero.

- 3.4.2 The Lead Party shall estimate and notify to the CRA amounts under paragraph 3.4.1:
- (a) initially, at the time of registration of the BM Unit under paragraph 3.2 or 3.3;
 - (b) not later than the time specified in BSCP 15 in the BSC Season preceding the relevant BSC Season; and
 - (c) within such period after the criteria set out in paragraph 3.4.3 have been met as is specified in paragraph 3.4.5.
- 3.4.2A The Lead Party of a Supplier BM Unit may, up to twice in each BSC Season, (subject to paragraph 3.4.4), also estimate and notify decreases in the magnitude negative value of QM_{ij} where the Lead Party becomes aware of or believes in good faith that such value will become greater than DC for the remainder of the BSC Season. The Lead Party shall estimate and notify to the CRA such amount as specified in paragraph 3.4.5.
- 3.4.3 The criteria referred to in paragraph 3.4.2(c) are that, for any Settlement Period in the relevant BSC Season:
- (a) the positive value of QM_{ij} (subject to paragraph 3.4.4) for the BM Unit divided by SPD exceeds or the Lead Party becomes aware or believes in good faith that such value will exceed GC by an amount which is more than one or both of the following:
 - (i) 0.5MW; or
 - (ii) 1% of GC;
 - (b) the negative value of QM_{ij} (subject to paragraph 3.4.4) with the maximum magnitude for the BM Unit divided by SPD is less than or the Lead Party becomes aware or believes in good faith that such value will be less than DC by an amount the magnitude of which is more than one or both of the following:
 - (i) 0.5MW;
 - (ii) 1% of the magnitude of DC.
- 3.4.4 For the purposes of paragraphs 3.4.1(a) and (b), 3.4.2A and 3.4.3(a) and (b), any part of the BM Unit Metered Volume which is delivered or taken or which the Lead Party reasonably believes will be delivered or taken by the Plant or Apparatus associated with that BM Unit in response to an Emergency Instruction (issued pursuant to Balancing Code 2.9 of the Grid Code) shall be disregarded.
- 3.4.5 In respect of a relevant BSC Season, a revised estimate of the amount referred to in paragraph 3.4.1(a) or (b), or 3.4.2A (as the case may be) shall be notified pursuant to paragraph 3.4.2(c) as soon as reasonably practicable after the Lead Party becomes aware that, or ought reasonably to have become aware that the criteria referred in paragraphs 3.4.3(a) or 3.4.3(b) (as the case may be) have been met, or where the Lead Party determines, to revise the estimate in accordance with 3.4.2A, provided that the Lead Party shall have no obligation to submit a revised estimate of any such amount more than 20 Business Days after the Initial Settlement Run in respect of the last Settlement Period in that BSC Season has occurred. In respect of the first relevant BSC Season, a revised estimate of the amount referred to in paragraph 3.4.1 (a) or (b) (as the case may be) may be notified by 8 June 2001.

3.4.6 In relation to a BM Unit, any revised estimates notified pursuant to paragraph 3.4.2(c) and 3.4.2A shall take effect in accordance with and from the time specified in BSCP 15 and, for the avoidance of doubt, any such revision shall:

- (a) in relation to the calculations undertaken by the SAA:
 - (i) not affect or result in the redetermination or recalculation of any values determined or calculated by the SAA under the Code which are determined or calculated in relation to Settlement Periods which fell in the period prior to the effective date of such revision;
 - (ii) be used in the determination or calculation of values determined or calculated by the SAA under the Code which are determined or calculated in relation to Settlement Periods which fall in the period on and after the effective date of such revision,

and paragraph 3.5 shall be construed accordingly;

- (b) in relation to the contribution to the calculation of Energy Indebtedness for such BM Unit undertaken by the ECVAA:
 - (i) not result in the recalculation of Energy Indebtedness calculated in relation to Settlement Periods which fell in the period prior to the effective date of such revision;
 - (ii) be used in the calculation of Energy Indebtedness calculated in relation to Settlement Periods which fall in the period on and after the effective date of such revision,

and in either case, without prejudice to Section H3, the failure by a Party to notify any revised amounts in accordance with paragraph 3.4.2(c) may not give rise to any Trading Dispute.

3.4.7 The Panel may, and upon the reasonable request of the Transmission Company will, review any estimate made by a Party under paragraph 3.4.1; and if so requested by the Panel in connection with any such review:

- (a) the Transmission Company or any Distribution System Operator will provide reasonable information to the Panel relevant to a review of any estimate under paragraph 3.4.1, and
- (b) the Lead Party will:
 - (i) provide to the Panel reasonable information to justify its prevailing estimates of the amounts under paragraph 3.4.1, and
 - (ii) re-estimate such amounts after discussion with the Panel.

3.4.8 Subject to paragraph 5.6, for each BM Unit, at any time:

- (a) the "**Generation Capacity**" or "**GC**" shall be the amount determined as:

G / SPD

where G is the value under paragraph 3.4.1(a) most recently notified in relation to the relevant BSC Season under paragraph 3.4.2;

- (b) the "**Demand Capacity**" or "**DC**" shall be the amount determined as:

D / SPD

where D is the value under paragraph 3.4.1(b) most recently notified in relation to the BSC Season under paragraph 3.4.2;

- (c) the "**Relevant Capacity**" is:

- (i) if $GC_i + DC_i$ is greater than zero, GC_i ;
 (ii) otherwise, DC_i .

3.4.9 For the purposes of this paragraph 3.4:

- (a) a "**BSC Season**" shall be as follows:

- (i) BSC Spring shall be 1st March to 31st May inclusive;
 (ii) BSC Summer shall be 1st June to 31st August inclusive;
 (iii) BSC Autumn shall be 1st September to 30th November inclusive;
 and
 (iv) BSC Winter shall be 1st December to 28th (or 29th, as the case may be) February inclusive

provided that the first relevant BSC Season shall be the period from the Go-live Date to the end of the next following BSC Season;

- (b) a year means any period of 12 months.

3.5 Trading Units and Production and Consumption BM Units

3.5.1 A BM Unit shall be classified as a "Production" or a "Consumption" BM Unit (the applicable such classification at any time being referred to as the "**P/C Status**" of a BM Unit).

3.5.2 Subject to paragraph 3.5.4, 3.5.5 and 3.5.6, a BM Unit shall be a Production BM Unit where it belongs to a Trading Unit for which the sum of the Relevant Capacities, for all BM Units which belong to that Trading Unit, is positive and greater than zero; and otherwise shall be a Consumption BM Unit.

3.5.3 The P/C Status of a BM Unit shall be redetermined on each occasion on which:

- (a) the BM Unit joins or leaves a Trading Unit;
 (b) another BM Unit joins or leaves the Trading Unit to which the BM Unit belongs; or
 (c) there is any change in the Demand Capacity or Generation Capacity of any of the BM Units which belong to that Trading Unit.

3.5.4 In accordance with paragraph 5, the P/C Status of an Interconnector BM Unit will not change at any time.

3.5.5 In the case of an Exempt Export BM Unit, irrespective of the Trading Unit to which the BM Unit belongs, the Lead Party may from time to time elect, by notice to BSCCo and the

CRA, whether the P/C Status of the BM Unit is to be Production or Consumption, provided that:

- (a) no such election shall be effective until 28 days (or if later the effective date requested by the Lead Party) after such notice was given to BSCCo and the CRA;
- (b) in the absence of such an election, the P/C Status of the BM Unit shall be determined in accordance with paragraph 3.5.2.

3.5.6 For so long as a Supplier fails to comply with paragraph 3.4.2(a), each Base BM Unit and each Additional BM Unit of that Supplier shall automatically be Consumption BM Units.

3.6 Changes in BM Unit registration

3.6.1 A Party may from time to time change the configurations of the BM Units which comprise the Plant and Apparatus for whose Exports and Imports he is responsible, by registering different BM Units comprising such Plant and Apparatus, subject to and in accordance with paragraph 3.2.

3.6.2 Where a Party ceases to be the Registrant of a CVA Metering System associated with a BM Unit for which he is the Lead Party:

- (a) the Plant and Apparatus (whose Exports or Imports are measured by that Metering System) shall cease to be comprised in that BM Unit; and
- (b) the Party shall take such steps (in accordance with BSCP 15) as are necessary to give effect to paragraph (a), by cancelling the registration of that BM Unit or reconfiguring the BM Unit in accordance with paragraph 3.6.1 so as to include any remaining Plant and Apparatus for whose Exports or Imports he remains responsible,

with effect from the effective date of registration of the new registrant or (as the case may be) date on which the Party otherwise ceases to be Registrant in accordance with paragraph 2.3.1.

3.6.3 A Supplier may cancel its registration of an Additional BM Unit in accordance with BSCP 15 provided that any Plant or Apparatus associated with SVA Metering Systems (of which it is Registrant) in a GSP Group which are assigned to such Additional BM Unit shall automatically be assigned with effect from the date of cancellation of the Additional BM Unit to such Supplier's Base BM Unit for that GSP Group, in accordance with paragraph 3.3.9.

3.6.4 Where a Supplier ceases to be the Registrant of any SVA Metering System in all GSP Groups (and, accordingly, ceases to be a Supplier for the purposes of the Code), it shall notify the CRA in accordance with BSCP 15 and the CRA shall upon application by the Supplier to the CRA cancel the registration of each Base BM Unit for which such Supplier is the Lead Party in accordance with BSCP 15.

4. TRADING UNITS

4.1 General

- 4.1.1 A combination of BM Units, with the same or different Lead Parties, may be identified as a Trading Unit in accordance with this paragraph 4 and Annex K-2, in which case each such BM Unit shall be described as 'belonging' to that Trading Unit.
- 4.1.2 The basis on which BM Units belong to Trading Units shall be determined:
- (a) in relation to a Supplier BM Unit which is not an Exempt Export BM Unit, in accordance with paragraph 4.7;
 - (b) in relation to an Exempt Export BM Unit, in accordance with paragraph 4.7 or paragraphs 4.2 to 4.6 as the Lead Party shall (in accordance with paragraph 4.7.3) determine;
 - (c) in relation to any other BM Unit (subject to paragraph 5.7), in accordance with paragraphs 4.2 to 4.6;

and references to a "relevant" BM Unit in paragraphs 4.2 to 4.6 (and in this paragraph 4.1) shall be construed accordingly.

- 4.1.3 A relevant BM Unit shall belong to a Trading Unit with effect from the registration of the Trading Unit pursuant to paragraph 4.5.
- 4.1.4 Where a relevant BM Unit does not belong, or ceases to belong, to a Trading Unit comprising one or more other BM Units, that BM Unit shall itself constitute a Trading Unit.
- 4.1.5 A BM Unit may not belong to more than one Trading Unit at any given time.

4.2 Application

- 4.2.1 A Party may apply to the Panel for a combination of relevant BM Units (the "**nominated**" BM Units) to be treated as a Trading Unit by sending to the Panel a written application ("**Trading Unit Application**") stating the class of application and containing the other information and supported by the documents and other matters referred to in BSCP 31 and signed by or on behalf of the Lead Parties for each of the BM Units concerned.
- 4.2.2 A Trading Unit Application shall be made in accordance with and subject to BSCP 31.
- 4.2.3 A Trading Unit Application may be made in advance of registration of the relevant BM Units in accordance with BSCP 31.
- 4.2.4 Annex K-2 shall apply in respect of any Trading Unit Application.

4.3 Decision

- 4.3.1 The Panel shall consider any Trading Unit Application in accordance with Annex K-2 and BSCP 31, and shall make a determination as to whether the nominated BM Units may be treated as a single Trading Unit and shall promptly notify the Trading Unit Applicants and, where the Trading Unit Application is approved, the CRA of its determination.

4.4 Not used

4.5 Registration of Trading Units

- 4.5.1 Where a Trading Unit Application has been approved, the Trading Unit Applicants may, at any time after the Panel notified its determination under paragraph 4.3 (but subject to paragraph 4.6.6), register the Trading Unit by giving notice to the CRA:

- (a) referring to the Panel's determination, and
- (b) specifying:
 - (i) the identity of the Trading Unit Applicants;
 - (ii) for each such applicant, the relevant BM Unit(s) for which it is Lead Party which are to belong to the Trading Unit;
 - (iii) the class (in accordance with Annex K-2) of Trading Unit; and
 - (iv) the date with effect from which the Trading Unit is to be registered.

4.5.2 An application to register a Trading Unit shall be made in accordance with and subject to BSCP 31.

4.5.3 The CRA shall in accordance with BSCP 31 validate and process an application to register a Trading Unit.

4.5.4 Registration of a Trading Unit will be effective on and from the later of:

- (a) the date specified by the applicants pursuant to paragraph 4.5.1(b)(iv), and
- (b) the date on which all of the requirements specified for such effectiveness in BSCP 31 have been satisfied.

4.6 Withdrawal

4.6.1 The Lead Party of any relevant BM Unit which belongs to a Trading Unit (other than a Sole Trading Unit) may terminate the registration of the Trading Unit by giving notice to the CRA and each of the Lead Parties for other relevant BM Units belonging to the Trading Unit, specifying the Trading Unit and the date with effect from which such registration is to be terminated.

4.6.2 Notice of termination of the registration of the Trading Unit shall be given in accordance with and subject to BSCP 31.

4.6.3 Termination of the registration of the Trading Unit shall be effective from later of the date specified in the notice of termination and the date (in accordance with BSCP 31) on which the CRA processes the notice.

4.6.4 With effect from the termination of the registration of a Trading Unit, each of the BM Units belonging to the Trading Unit shall belong to a Sole Trading Unit, except to the extent to which one or more different Trading Units, including any of such relevant BM Units, have been established and registered in accordance with this paragraph 4.

4.6.5 Where a relevant BM Unit belongs to a Sole Trading Unit, it shall automatically cease to do so upon the registration of any other Trading Unit to which it belongs.

4.6.6 If at any time the Panel determines that the relevant BM Units belonging to a Trading Unit no longer satisfy the requirements on the basis of which the Trading Unit was accepted by the Panel, the registration of the Trading Unit shall be terminated.

4.6.7 The Lead Party of each BM Unit belonging to a Trading Unit shall forthwith notify the Panel if the BM Units belonging to a Trading Unit no longer satisfy the requirements referred to in paragraph 4.6.6.

4.7 Base Trading Units

- 4.7.1 There shall automatically be established a Trading Unit (a "**Base Trading Unit**") in respect of each GSP Group.
- 4.7.2 Subject to paragraph 4.7.3:
- (a) each Supplier BM Unit shall automatically belong to the Base Trading Unit for the relevant GSP Group; and
 - (b) each Exempt Export BM Unit in a GSP Group shall automatically belong to the Base Trading Unit for that GSP Group.
- 4.7.3 The Lead Party of an Exempt Export BM Unit may, by notice in writing to the CRA and BSCCo in accordance with (and with effect as specified in) BSCP 31, elect that the BM Unit shall not belong to the applicable Base Trading Unit, in which case the Trading Unit to which such BM Unit belongs shall be determined in accordance with paragraphs 4.2 to 4.6 (or where applicable paragraph 4.1.3).
- 4.7.4 The Lead Party of an Exempt Export BM Unit may, by notice in writing to the CRA and BSCCo in accordance with (and with effect as specified in) BSCP 31, withdraw an election under paragraph 4.7.3.

5. INTERCONNECTORS

5.1 General

- 5.1.1 The provisions of this paragraph 5 apply in relation to each Interconnector, in addition to and (to the extent in conflict with) in substitution for the other provisions of this Section K.
- 5.1.2 In accordance with paragraph 1.4, the Interconnected System Operator shall inform the CRA and the CRA will maintain a record of the Interconnector Boundary Point(s) for each Interconnector.

5.2 Derogation

- 5.2.1 If, in relation to a Distribution Interconnector:
- (a) a Party other than the relevant Distribution System Operator has made a request to the Panel to be treated as responsible for Exports and Imports at such Interconnector;
 - (b) the Panel, after making reasonable enquiries of the circumstances giving rise to such request, has approved such request and has not withdrawn its approval;
 - (c) that Party has complied with the requirements of paragraph 1.2.1,

then for so long as that Party continues to be the Registrant of the relevant CVA Metering System(s), and until and unless the approval of the Panel is withdrawn, the further provisions of this paragraph 5 (other than paragraphs 5.2.2 and 5.2.3) shall not apply in relation to that Interconnector, and such Party shall be allocated a single BM Unit in respect of such CVA Metering System(s) (which shall not be an Interconnector BM Unit).

- 5.2.2 Where and for so long as the further provisions of this paragraph 5 do not apply to a Distribution Interconnector by virtue of paragraph 5.2.1, the provisions of Section R shall

apply to that Interconnector as if it were a BM Unit as referred to in Section R1.1.1(a) and not an Interconnector.

5.2.3 Any Party may:

- (a) at any time request the Panel to consider whether to withdraw its approval of a request under paragraph 5.2.1(a); and
- (b) where (following such request) the Panel decides not to withdraw such approval, if such Party wishes the matter to be determined by the Authority, refer to the Authority the question whether the provisions of this paragraph 5 should apply in relation to that Interconnector.

5.3 Registration of Metering Systems

5.3.1 For each Interconnector, the Interconnected System Operator shall be required:

- (a) to install, maintain and operate (or procure the same) Metering Equipment pursuant to paragraph 1.2.1(a), and
- (b) to register Metering System(s) pursuant to paragraph 1.2.1(b),

and accordingly (subject to its complying with those requirements) shall be the Registrant of such Metering System.

5.3.2 Accordingly, but only to the extent of the obligations under paragraphs 1.2.1(a) and (b), the Interconnected System Operator shall be treated as the Party responsible for Exports and Imports at an Interconnector Boundary Point.

5.3.3 Paragraph 2.2 (excluding paragraph 2.2.4(h)) shall apply in relation to the registration of the related Metering Systems in CMRS.

5.4 Appointment of Interconnector Administrator and Interconnector Error Administrator

5.4.1 No Party may Export or Import at an Interconnector Boundary Point unless there is an Interconnector Error Administrator appointed and registered in CRS in relation to the Interconnector.

5.4.2 The Interconnected System Operator shall not energise a new Interconnector until an Interconnector Administrator and an Interconnector Error Administrator is appointed and registered in CRS.

5.4.3 Subject to the requirements of any Licence, a Party shall be appointed as Interconnector Administrator and/or Interconnector Error Administrator in relation to an Interconnector by notice given by the Interconnected System Operator to BSCCo and the CRA, accompanied by that Party's consent to act and application to be registered as such; and such appointment and registration shall be effective from the later of:

- (a) the effective date specified in such notice, and
- (b) the day following that on which BSCCo confirms to the CRA that such notice and consent have been given.

5.4.4 In relation to any Interconnector:

- (a) without prejudice to Section H3, a Party may not resign or withdraw its consent to act as Interconnector Administrator or Interconnector Error Administrator, and
- (b) the Interconnected System Operator may not withdraw or terminate the appointment of a Party as Interconnector Administrator or Interconnector Error Administrator,

unless and until another Party has been appointed and registered as such in its place.

5.4.5 If, in relation to an Interconnector, for any reason:

- (a) the Party for the time being appointed as Interconnector Error Administrator ceases to be a Party, or the registration of the Party appointed as Interconnector Error Administrator is removed pursuant to Section H3.2, or
- (b) otherwise at any time there is no Party so appointed,

the Interconnected System Operator shall:

- (c) within 30 days thereafter, either:
 - (i) appoint itself as Interconnector Error Administrator; or
 - (ii) subject to paragraph 5.4.8, de-energise the Interconnector; and
- (d) pending one or other of the steps referred to in paragraph (c), assume the responsibilities of the Interconnector Error Administrator for the purposes of the Code.

5.4.6 If, in relation to an Interconnector, for any reason:

- (a) the Party for the time being appointed as Interconnector Administrator ceases to be a Party, or
- (b) otherwise at any time there is no Party so appointed, or
- (c) the Interconnector Administrator is in Default (as defined in Section H3.1), or
- (d) the Interconnected System Operator becomes the Interconnector Error Administrator pursuant to paragraph 5.4.5,

the BM Unit Metered Volumes for the Interconnector BM Units of any relevant Interconnector User shall be set to zero by the SAA (and, accordingly, the Interconnector Metered Volume shall be attributed to the relevant Interconnector BM Unit of the Interconnector Error Administrator in accordance with Section T4.1) until and unless a replacement Interconnector Administrator or Interconnector Error Administrator (as the case may be) is appointed and registered in accordance with the provisions of paragraph 5.4.3 or (as the case may be) the Interconnector Administrator ceases to be in Default.

5.4.7 BSCCo shall notify the SAA if and when any of the circumstances described in paragraph 5.4.6 occur.

5.4.8 In relation to paragraph 5.4.5(c)(ii):

- (a) the Transmission Company may only de-energise the Interconnector with the approval of the Panel and with the approval, in relation to an Interconnector

connected to an External System in Great Britain, of the Authority or, in relation to an Interconnector connected to an External System outside Great Britain, of the Secretary of State;

- (b) subject to paragraph (a), each Party hereby consents to such de-energisation;
- (c) each relevant Interconnector User shall indemnify and keep indemnified the Interconnected System Operator on demand against any and all liability, loss or damage which it may suffer by reason of effecting such de-energisation (but without prejudice to any agreement or arrangement between the relevant Interconnector Users and the Interconnected System Operator outside the terms of the Code in respect of such matters).

5.4.9 For the purposes of this paragraph 5.4, a "relevant Interconnector User" means an Interconnector User with Interconnector BM Units associated with the Interconnector in question.

5.5 Interconnector BM Units

5.5.1 For the purposes of the Code, an "**Interconnector BM Unit**" is a notional BM Unit associated with an Interconnector; and (except in paragraph 3.1 and unless otherwise provided or the context otherwise requires) an Interconnector BM Unit shall be treated as a BM Unit for all purposes of the Code.

5.5.2 The Interconnector Error Administrator shall, upon its appointment as such becoming effective, automatically be allocated (and registered in respect of) two Interconnector BM Units in accordance with paragraph 5.5.5.

5.5.3 Any Trading Party may apply to register Interconnector BM Units in relation to an Interconnector, and paragraphs 3.2.3 to 3.2.8 shall apply in relation to such application and registration, subject as follows:

- (a) the Party shall identify the Interconnector in its registration application;
- (b) the requirement (to identify the associated Metering Systems) in paragraph 3.2.3(d) shall not apply;
- (c) the requirements referred to in paragraph 3.2.6 shall be replaced by the requirements in paragraph 5.5.4.

5.5.4 The requirements are that:

- (a) the Interconnected System Operator is Registrant of the related Metering Systems (and such registration is effective in accordance with paragraph 2.2.5);
- (b) a Party or Parties are registered as Interconnector Administrator and Interconnector Error Administrator and such registrations are effective in accordance with paragraph 5.4.3.

5.5.5 Each Party who registers Interconnector BM Units in relation to any Interconnector will be allocated (and registered in respect of) two Interconnector BM Units designated as a Production BM Unit and a Consumption BM Unit respectively.

5.5.6 In relation to the Transmission Company:

- (a) where the Transmission Company is appointed (other than pursuant to Section K5.4.5) as Interconnector Error Administrator in respect of an Interconnector,

the Interconnector BM Units allocated to the Transmission Company pursuant to paragraph 5.5.2 for that Interconnector shall be associated with the corresponding TC (IEA) Energy Accounts for that Interconnector;

- (b) any other BM Units allocated to the Transmission Company (under paragraph 5.5.2 or Section R7.5.2) shall be associated with the corresponding TC (Non-IEA) Energy Accounts,

and, for the avoidance of doubt, the Transmission Company shall apply for and hold the TC (Non-IEA) Energy Accounts in accordance with Section A.

5.6 Demand Capacity and Generation Capacity

5.6.1 In relation to a Production Interconnector BM Unit, Generation Capacity shall be determined under paragraph 3.4.8(a) and the value of Demand Capacity shall at all times be zero.

5.6.2 In relation to a Consumption Interconnector BM Unit, Demand Capacity shall be determined under paragraph 3.4.8(b) and the value of Generation Capacity shall at all times be zero.

5.7 Trading Units

5.7.1 An Interconnector BM Unit may not belong to a Trading Unit other than a Sole Trading Unit.

6. REGISTRATION

6.1 Central Registration Service

6.1.1 The CRA shall:

- (a) establish, maintain and operate the CRS;
- (b) receive (from Parties, Party Agents, other BSC Agents, BSCCo or others), validate and (if required) process:
 - (i) applications for registration in CRS, and
 - (ii) data which is required to be maintained in the CRS, including data relating to Parties, Party Agents, Accredited Persons, BM Units and Trading Units;

and maintain and from time to time update and amend such registrations and data; and

- (c) send data from the CRS to Parties, Party Agents, other BSC Agents, BSCCo and others

subject to and in accordance with the requirements of the Code and applicable BSC Procedures.

6.1.2 The CRA shall provide or make available registration data from CRS as follows:

- (a) the CRA shall provide each day to the SAA, FAA, ECVAA, Transmission Company, each Interconnector Administrator and BSCCo, the full registration data in CRS;
- (b) the CRA shall provide each day to the BMRA BM Unit registration data;
- (c) the CRA shall notify to the SVAA in accordance with BSCP 15 details of the Supplier BM Units registered by each Supplier;
- (d) the CRA shall make available to each Party in accordance with BSCP 65 details of that Party's registrations in CRS.

6.2 Central Meter Registration Service

6.2.1 In relation to the CMRS:

- (a) the CRA and the CDCA shall establish, maintain and operate the CMRS;
- (b) the CRA shall receive (from Parties or Party Agents), validate and process applications for registration of Metering Systems in CMRS and allocate an identification number to each such Metering System, and maintain and from time to time update and amend such registrations and data;
- (c) the CDCA shall receive (from Parties or Party Agents), validate and process applications for registration of data relating to Metering Systems which is required to be maintained by the CDCA in CMRS, and maintain and from time to time update and amend such registrations and data;
- (d) the CRA and the CDCA shall send data from the CMRS to Parties, Party Agents, other BSC Agents, BSCCo and others

subject to and in accordance with the requirements of the Code and applicable BSC Procedures.

6.2.2 The CRA shall provide or make available registration data from CMRS as follows:

- (a) the CRA shall provide each day to the Transmission Company and BSCCo the identity of each Metering System registered in CMRS and its Registrant;
- (b) the CRA shall make available to each Party in accordance with BSCP 65 details of that Party's registrations in CMRS.

7. FAILING SUPPLIER PROCESS

7.1 Transfer of responsibility

7.1.1 For the purposes of the Code:

- (a) "**Supplier of Last Resort**" means, in relation to a BM Unit comprising or including premises of one or more Customers, the Trading Party to which a last resort direction is issued by the Authority in respect of those premises;
- (b) "**last resort direction**" has the meaning given to that term in each Supply Licence;

- (c) **"Transferee"** means, in relation to a BM Unit, the Trading Party identified as the transferee for that BM Unit in a notice which is given and takes effect pursuant to and in accordance with paragraph 7.2;
- (d) the **"Affected BM Units"** are:
- (i) in relation to a Supplier of Last Resort, the BM Unit(s) comprising or including premises in respect of which the last resort direction is made and, where applicable, any related BM Units referred to in paragraph 7.3.3;
 - (ii) in relation to a Transferee, the BM Unit(s) specified in the notice given pursuant to paragraph 7.2 in respect of that Transferee and, where applicable, any related BM Units referred to in paragraph 7.3.3;

and, in each case, an **"Affected BM Unit"** shall be a particular one of them.

- (e) **"Replacement Supplier"** means, in relation to an Affected BM Unit:
- (i) the Supplier of Last Resort; or
 - (ii) the Transferee,
- as the case may be;
- (f) **"failing Supplier"** means:
- (i) in relation to a Supplier of Last Resort, the other supplier (as defined in the Supply Licence of the Supplier of Last Resort); and
 - (ii) in relation to a Transferee, the Lead Party giving (and entitled to give) the notice referred to in paragraph 7.2.1;
- (g) the **"Appointment Day"** means:
- (i) in relation to a Supplier of Last Resort (and, where applicable, an Affected BM Unit), the day when the relevant last resort direction takes effect pursuant to the Supply Licence of the Supplier of Last Resort;
 - (ii) in relation to a Transferee (and, where applicable, an Affected BM Unit), the day next following the day on which the relevant notice referred to in paragraph 7.2 is received by BSCCo; and
- (h) references to the 'appointment' of a Replacement Supplier are:
- (i) in the case of a Supplier of Last Resort, to the issue of a last resort direction to the relevant Trading Party;
 - (ii) in the case of a Transferee, to the giving of a notice to BSCCo pursuant to paragraph 7.2 identifying the relevant Trading Party as the transferee,

and derivative terms shall be construed accordingly.

7.1.2 The provisions of this paragraph 7 apply on the appointment of a Replacement Supplier for the purposes of recognising and giving effect, under the Code, to the transfer of responsibility for Exports and Imports of Plant and Apparatus comprised in Affected BM Unit(s) from the failing Supplier to the Replacement Supplier.

7.1.3 Without prejudice to Section N6.10, where a Replacement Supplier is appointed, then in respect of each Affected BM Unit:

- (a) such Replacement Supplier shall be treated for the purposes of the Code (notwithstanding any other provision of this Section K but subject to the further provisions of this paragraph 7) as becoming:
 - (i) responsible for Exports and Imports of the Plant and Apparatus comprised in that BM Unit;
 - (ii) the Registrant in respect of all Metering Systems associated with that BM Unit (and, for the purposes only of the Code, as having appointed and registered the Party Agents of the failing Supplier in respect of such Metering Systems, and otherwise as having complied with any conditions to the appointment or registration thereof, in accordance with the provisions of the Code); 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 those Metering Systems and Exports and Imports of that Plant and Apparatus; and
- (b) the relevant failing Supplier shall be treated for the purposes of the Code (notwithstanding any other provision of this Section K but subject to the further provisions of this paragraph 7) as ceasing to be:
 - (i) responsible for Exports and Imports of the Plant and Apparatus comprised in that BM Unit;
 - (ii) the Registrant in respect of all Metering Systems comprised in that BM Unit; 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 those Metering Systems and Exports and Imports of that Plant and Apparatus,

in each case, with effect from the time and date when the transfer of responsibility resulting from such appointment is deemed to take effect in accordance with paragraph 7.1.4 and in respect of each Settlement Period on and after such time, and the provisions of the Code shall be construed accordingly.

7.1.4 The transfer of responsibility resulting from the appointment of a Replacement Supplier shall be deemed to take effect, for the purposes of the Code:

- (a) in the case of a Supplier of Last Resort, from 00.00 hours on the Appointment Day;
- (b) in the case of a Transferee, from the time and date specified in the relevant notice given pursuant to paragraph 7.2.1 and in accordance with the further provisions of paragraph 7.2,

(such time and date being referred to in the Code as the "**Replacement Supplier Transfer Date**").

7.1.5 The transfer of responsibility in respect of Exports and Imports of Plant and Apparatus comprised in Affected BM Units from the failing Supplier to the Replacement Supplier pursuant to this paragraph 7.1 shall be without prejudice to and shall not affect:

- (a) the rights and liabilities of the failing Supplier under the Code relating to or connected with such BM Units (or Metering Systems associated with such BM Units), 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 Replacement Supplier Transfer Date;
- (b) the rights and liabilities of the failing Supplier under the Code relating to or connected with any other BM Units or Metering Systems for which the failing Supplier is responsible, 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 Replacement Supplier Transfer Date.

7.1.6 For the avoidance of doubt, nothing in this paragraph 7 shall affect:

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

whether submitted or submitted in respect of a period on, before or after the Replacement Supplier 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 failing Supplier in respect of Trading Charges.

7.1.7 The provisions of paragraph 7.1.3 are without prejudice to the obligations of the Replacement Supplier and the failing Supplier contained in paragraph 7.6.

7.1.8 The provisions of this paragraph 7.1 shall apply for the purposes of Settlement under the Code notwithstanding any other provisions in any Core Industry Document.

7.1.9 Where a last resort direction is issued to a Trading Party, such Trading Party shall forthwith send a copy of the last resort direction to BSCCo, and BSCCo shall send a copy thereof to each other Party.

7.1.10 Until and unless each Supply Licence requires the holder of that Supply Licence to comply with a direction of the Authority to supply electricity to customers of the holder of another Supply Licence upon revocation of that other Supply Licence:

- (a) references in this paragraph 7 to a Supplier of Last Resort shall be to the Trading Party which has consented, at the request of the Authority, to supply electricity to customers at premises upon revocation of the Supply Licence of another Trading Party which was supplying such customers immediately prior to revocation; and

- (b) in relation to the Supplier of Last Resort, references in this paragraph 7:
- (i) to the Affected BM Unit(s) are to the BM Unit(s) comprising or including the premises in respect of which such Trading Party so consents to supply electricity and, where applicable, any related BM Units referred to in paragraph 7.3.3;
 - (ii) to the Appointment Day are to the day when such Trading Party commences that supply of electricity (under a contract made or deemed, by virtue of schedule 6A of the Act, to have been made with the relevant customer(s)); and
 - (iii) to the failing Supplier are to the Trading Party which was responsible for the supply of electricity in respect of such premises immediately prior to such day and whose Supply Licence is revoked.

7.2 Trade Sales

7.2.1 Where, in relation to a Lead Party:

- (a) one or more of the events referred to in Section H3.1.1(g)(iii), (iv), (v) or (vi) occurs; or
- (b) BSCCo determines that one or more of the events referred to in Section H3.1.1(g)(i) or (ii) has occurred,

such Lead Party may give notice to BSCCo that it intends to transfer to another Trading Party its interests in respect of the provision of electrical power to Customers and/or the receipt of electrical power from Generating Plant (such transfer being referred to as the "**relevant transfer**").

7.2.2 A notice given pursuant to paragraph 7.2.1 shall:

- (a) be in writing;
- (b) identify:
 - (i) subject to paragraph 7.2.3, the BM Unit(s) of the Lead Party in respect of which the relevant transfer is to take place;
 - (ii) the transferee, being the Trading Party to which the relevant transfer is to be made;
 - (iii) subject to paragraph 7.2.4, the date with effect from which the relevant transfer is to be made;
 - (iv) subject to paragraph 7.2.5, the time with effect from which the relevant transfer is to be made; and
- (c) be signed by or on behalf of both the Lead Party issuing such notice and the Trading Party identified in such notice as the transferee.

7.2.3 A relevant transfer:

- (a) may relate to Plant and Apparatus (of the relevant Customer(s) and/or generator(s), as the case may be) associated with one or more BM Units but

- may not relate to part only of the Plant and Apparatus associated with a BM Unit;
- (b) may not include BM Units comprising only Generating Plant (except where the Generating Plant is owned or operated by a SVA Generator) or associated only with an Interconnector.
- 7.2.4 For the purposes of the Code, the date with effect from which a relevant transfer is to take effect:
- (a) may not be earlier than the date of a Settlement Day to be determined at the time by BSCCo such that the transfer of responsibility pursuant to this paragraph 7 can be taken into account for the purposes of the Initial Settlement Run to be carried out for that Settlement Day;
- (b) may not be later than the Appointment Day.
- 7.2.5 Unless otherwise agreed in advance by BSCCo, the time with effect from which a relevant transfer is to take effect, for the purposes of the Code, is 00.00 hours on the date with effect from which such relevant transfer is to take effect in accordance with paragraph 7.2.4.
- 7.2.6 Without prejudice to the provisions of paragraphs 7.2.3, 7.2.4 and 7.2.5 as they apply for the purposes of the Code, those provisions shall not affect or limit the terms and conditions upon which a relevant transfer is to be made as between the parties to the relevant transfer.
- 7.2.7 For the avoidance of doubt:
- (a) a notice may not be given pursuant to paragraph 7.2.1 (and any notice given shall not take effect) in respect of premises for which a Trading Party is appointed as the Supplier of Last Resort (in the same set of circumstances);
- (b) where a Lead Party intends to transfer its interests to more than one Trading Party, a separate notice shall be required under paragraph 7.2.1 for each relevant transfer.
- 7.2.8 BSCCo shall send a copy of any notice given pursuant to paragraph 7.2.1 to the Authority, each Party and the CRA.

7.3 Establishment of BM Units

- 7.3.1 The provisions of this paragraph 7.3 apply in relation to an Affected BM Unit where a Trading Party becomes, for the purposes of the Code, the Replacement Supplier in respect of that BM Unit.
- 7.3.2 Where this paragraph 7.3 applies, the CRA shall establish a BM Unit (a "**Replacement Supplier BM Unit**") for which the Replacement Supplier is the Lead Party corresponding to each Affected BM Unit in respect of which the relevant Trading Party becomes the Replacement Supplier as soon as reasonably practicable after the appointment of such Replacement Supplier.
- 7.3.3 Where a Replacement Supplier is appointed in respect of an Affected BM Unit which is a Base BM Unit of the failing Supplier, such Replacement Supplier shall also assume responsibility for the Generating Plant comprised in any BM Unit of the failing Supplier in the same GSP Group which comprises only Generating Plant of a SVA Generator, unless responsibility for such Generating Plant is otherwise assumed at the time by another Replacement Supplier.

- 7.3.4 Unless the context otherwise requires, references to BM Units in the Code shall include Replacement Supplier BM Units.
- 7.3.5 The establishment of Replacement Supplier BM Unit(s) pursuant to paragraph 7.3.2 shall take effect on and from the Replacement Supplier Transfer Date.
- 7.3.6 Each Replacement Supplier BM Unit established pursuant to paragraph 7.3.2 shall be configured in the same way and have the same attributes as the Affected BM Unit of the failing Supplier to which it corresponds, including:
- (a) the Generation Capacity and the Demand Capacity;
 - (b) the Credit Assessment Load Factor;
 - (c) (where applicable) the CVA Metering Systems associated with that BM Unit;
 - (d) (where applicable) the GSP Group in which that BM Unit is situated;
 - (e) (where applicable) the status of that BM Unit as a Base BM Unit or an Additional BM Unit;
 - (f) (where applicable) the SVA Metering Systems associated with that BM Unit;
 - (g) the P/C Status;
 - (h) (where applicable) the Aggregation Rules;
 - (i) the Trading Unit to which that BM Unit belongs;
 - (j) the Joint BM Unit Data (if any);
 - (k) whether that BM Unit is considered a relevant BM Unit for the purposes of Section Q,

but without prejudice to the Replacement Supplier'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.

- 7.3.7 Where a Replacement Supplier is appointed in respect of Plant or Apparatus which is subject to a Shared SVA Meter Arrangement, then notwithstanding any provisions to the contrary in paragraph 2.5:
- (a) references in this paragraph 7 to Metering Systems associated with a BM Unit shall include the Shared SVA Metering System;
 - (b) the transfer of responsibility under this paragraph 7 shall apply in respect of Exports and Imports associated with the SVA Metering System Number(s) of the failing Supplier;
 - (c) the Allocation Schedule prevailing immediately prior to the Appointment Day shall continue to apply and to bind the Replacement Supplier and the other Supplier(s) (not being the failing Supplier) to the Shared SVA Meter Arrangement;
 - (d) the Replacement Supplier shall assume the status previously held by the failing Supplier as the Primary Supplier or a Secondary Supplier (as the case may be);

- (e) the provisions of paragraph 7.6.7 shall apply.

7.4 Effect of establishment of Replacement Supplier BM Units

7.4.1 The establishment of a Replacement Supplier BM Unit pursuant to paragraph 7.3 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 failing Supplier) by the Replacement Supplier with effect from the Replacement Supplier Transfer Date; and
- (b) the registration of the corresponding BM Unit of the failing Supplier had been cancelled by the failing Supplier with effect from such date.

7.4.2 Without prejudice to the generality of paragraph 7.4.1 and subject to the further provisions of this paragraph 7, in respect of each Settlement Period on and after the Replacement Supplier Transfer Date:

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

for the purposes of Section T.

7.4.3 Notwithstanding paragraph 7.4.1, in respect of each Settlement Period during the period (if any) between the Replacement Supplier Transfer Date and the Appointment Day:

- (a) each MVRNA Authorisation of the failing Supplier relating to an Affected BM Unit, which is effective for such period in accordance with Section P, shall be treated as effective for that period in relation to the Replacement Supplier and the Replacement Supplier BM Unit to which the Affected BM Unit corresponds;
- (b) each Metered Volume Reallocation Notification of the failing Supplier (as Lead Party) relating to an Affected BM Unit shall be treated as relating to the Replacement Supplier BM Unit to which it corresponds and to the Replacement Supplier (as Lead Party) instead, and shall be taken into account for the purposes of Settlement accordingly;
- (c) each data item submitted by the failing Supplier or established by the Transmission Company under, and each action taken in pursuance of and as contemplated by Section Q, in relation to an Affected BM Unit shall be treated as applying to or taken in relation to the Replacement Supplier BM Unit to which the Affected BM Unit corresponds and (where applicable) submitted by the Replacement Supplier instead, and shall be taken into account for the purposes of Settlement accordingly,

provided that (for the avoidance of doubt) any Metered Volume Reallocation Notifications and any data item as referred to in paragraph (c) submitted or purportedly submitted by or on behalf of the failing Supplier (as Lead Party) relating to the Affected BM Units in respect of any period on or after the Appointment Day (whether submitted before, on or

after the date when the registration of such Affected BM Units is treated as cancelled pursuant to paragraph 7.4.1) shall, by virtue of paragraph 7.4.1, be void and of no effect and shall not be applied to the Replacement Supplier BM Units to which they correspond.

7.4.4 The provisions of Section M3.4.5 shall apply.

7.4.5 Without prejudice to the obligations of the Replacement Supplier in paragraph 7.6, a Replacement Supplier shall not be considered to be in breach of any provision of the Code relating to Metering Systems (and/or Party Agents deemed to be appointed and registered by it pursuant to paragraph 7.1.3(a)(ii)) to the extent that, during the period between the Replacement Supplier Transfer Date and the relevant Replacement Supplier Registration Date, the Replacement Supplier is unable to comply or take steps to comply with such provision by reason (only) of the fact that it is not formally registered in CMRS or SMRS (as the case may be) as the Registrant of Metering System(s) for which it is deemed to be the Registrant by virtue of paragraph 7.1.3(a)(ii), including the provisions of:

- (a) Section J5; and
- (b) Section O3.2

provided that this paragraph 7.4.5 shall not relieve the Replacement Supplier of liability under Section S3.2 and Annex S-1 in relation to such Metering Systems.

7.4.6 The Replacement Supplier shall not be entitled to:

- (a) allocate SVA Metering Systems comprised in a Replacement Supplier BM Unit to Additional BM Units, in accordance with Section S6, or otherwise change the allocation of a SVA Metering System to a Replacement Supplier BM Unit until the relevant Replacement Supplier Registration Date for that Metering System;
- (b) change the status (as a Base BM Unit or Additional BM Unit) of Replacement Supplier BM Units with which SVA Metering Systems are associated.

7.4.7 Without prejudice to paragraph 7.1.3, the failing Supplier shall remain registered in CMRS or SMRS (as the case may be) in respect of each Metering System associated with the Replacement Supplier BM Unit until the earlier of the relevant Replacement Supplier Registration Date and the date when another Trading Party becomes registered, for the purposes of and in accordance with the Code, in respect of such Metering System.

7.4.8 For the avoidance of doubt, the deemed appointment and registration of Party Agents pursuant to paragraph 7.1.3(a)(ii) applies for the purposes of the Code only and shall not create, affect or change any relationship between the failing Supplier or the Replacement Supplier and those (or any other) Party Agents.

7.5 Data

7.5.1 For the purposes of any provisions in the Code relating to the ownership and use of data (including Section L5), the rights of the failing Supplier in respect thereof, as they relate to the Affected BM Units for which a Trading Party becomes the Replacement Supplier, shall apply to the Replacement Supplier as if it were the actual Registrant of the relevant Metering Systems with effect from the Replacement Supplier Transfer Date, and:

- (a) any such rights shall automatically be assigned by the failing Supplier to the Replacement Supplier with effect from and in respect of the period on and after the Replacement Supplier Transfer Date; or

- (b) to the extent that it is not possible legally to assign such rights as provided in paragraph (a), the failing Supplier shall make such data available to the Replacement Supplier at all times on terms such that the Replacement Supplier is free to use such data as if the data had been so assigned to it.
- 7.5.2 The failing Supplier shall take all reasonable steps to co-operate with the Replacement Supplier to give effect to the transfer of responsibility contemplated by this paragraph 7 and to enable the Replacement Supplier to comply with its obligations hereunder.
- 7.5.3 Without prejudice to the generality of paragraph 7.5.2, the failing Supplier shall provide the Replacement Supplier with such records, data and information and otherwise take such steps as if, in relation to each Metering System associated with the Affected BM Units, a change of Registrant (from the failing Supplier to the Replacement Supplier) had occurred on the Replacement Supplier Transfer Date.
- 7.5.4 The failing Supplier shall have a right of access to any records, data and information referred to in this paragraph 7.5 to the extent required by the failing Supplier for the purposes of the Code in relation to any period prior to the Replacement Supplier Transfer Date.
- 7.6 Obligation to register Metering Systems**
- 7.6.1 Subject to paragraph 7.6.6, each Replacement Supplier shall take such steps as may be necessary:
 - (a) to effect, in accordance with the provisions of paragraph 2, the registration of Metering Systems (or, in the case of a Shared SVA Meter Arrangement, the Shared SVA Metering System with the relevant SVA Metering System Number) treated, for the purposes of this paragraph 7, as associated with its Replacement Supplier BM Unit(s);
 - (b) to effect the appointment and registration of Party Agents in relation to those Metering Systems; and
 - (c) otherwise to comply with the provisions of the Code, including Section J, Section L, Section R and Section S, relating to the registration of Metering Systems and Party Agents.
- 7.6.2 The Replacement Supplier shall take the steps referred to in paragraph 7.6.1 as soon as reasonably practicable after the Appointment Day and, in any event, within 3 months after the Appointment Day.
- 7.6.3 The failing Supplier shall take such steps as may be required under the Code in order to permit the Replacement Supplier to become registered as the Registrant in respect of the Metering Systems referred to in paragraph 7.6.1.
- 7.6.4 For the purposes of the Code, in respect of a Metering System associated with Plant or Apparatus comprised in an Affected BM Unit for which the Replacement Supplier becomes responsible pursuant to this paragraph 7, the date when the Replacement Supplier becomes registered in CMRS or SMRS (as the case may be) as the Registrant in respect of that Metering System shall be referred to as the "**Replacement Supplier Registration Date**".
- 7.6.5 In the case of each SVA Metering System in a GSP Group comprised in a Replacement Supplier BM Unit, such Metering System shall with effect from the relevant Replacement

Supplier Registration Date be associated with and comprised in the Base BM Unit of the Replacement Supplier (not being the Replacement Supplier BM Unit) for that GSP Group, subject to paragraph 7.6.6 and without prejudice to the rights of the Supplier under Section S6 from that date.

- 7.6.6 The obligation of the Replacement Supplier under paragraph 7.6.1 to become registered in respect of each Metering System associated with its Replacement Supplier BM Units is without prejudice and subject to the rights and obligations of another Trading Party under the Code to become registered in respect of any such Metering System, in accordance with the provisions of the Code and, where applicable, the MRA, if such other Trading Party becomes responsible for Exports and Imports associated with such Metering System prior to the relevant Replacement Supplier Registration Date, in which case such Metering System shall cease to be associated with such Replacement Supplier BM Unit with effect from the effective date of registration by such other Trading Party.
- 7.6.7 In relation to a Shared SVA Meter Arrangement, if the Replacement Supplier and the other Supplier(s) (not being the failing Supplier) fail to reach agreement, prior to the deadline provided in paragraph 7.6.2, on the arrangements which are to apply as between themselves for the purposes of the Shared SVA Meter Arrangement, the provisions of paragraph 2.5.6 shall apply as if a Secondary Supplier had ceased to be the Secondary Supplier.
- 7.6.8 In the case of a relevant transfer made pursuant to paragraph 7.2, where the Lead Party transfers its interests in relation to all its BM Units (subject to paragraph 7.2.3) to a single Transferee:
- (a) the provisions of this paragraph 7.6 shall not apply; and
 - (b) in relation to a Metering System associated with the relevant Replacement Supplier BM Unit:
 - (i) the reference in paragraphs 7.4.5 and 7.4.7 to the relevant Replacement Supplier Registration Date shall be to the date (if any) with effect from which the Transferee becomes registered, for the purposes of and in accordance with the provisions of paragraph 2, in respect of such Metering System; and
 - (ii) the provisions of paragraph 7.4.6 shall not apply.

ANNEX K-1

MASTER REGISTRATION AGREEMENT

1. MRA BSC AGENT

1.1 Appointment

1.1.1 BSCCo (or a Subsidiary of BSCCo nominated by BSCCo) shall act and is hereby appointed by the Panel pursuant to the Code as the MRA BSC Agent for the purposes of the Master Registration Agreement.

1.1.2 References in this Annex K-1 to the MRA BSC Agent are to BSCCo (or such Subsidiary of BSCCo) acting in its capacity as MRA BSC Agent.

1.1.3 Where a Subsidiary of BSCCo is appointed to act as the MRA BSC Agent, BSCCo shall be responsible for procuring performance by such Subsidiary of its duties and responsibilities as MRA BSC Agent under this Annex K-1.

1.2 Role of the Panel

1.2.1 The Panel shall have the right to instruct the MRA BSC Agent in relation to the Master Registration Agreement, and shall supervise the MRA BSC Agent in the performance of its functions as 'BSC Agent' under the Master Registration Agreement (as defined therein).

1.2.2 The Panel shall have all powers necessary to enable the Panel to exercise its rights and responsibilities under this paragraph 1.2.

1.3 Responsibilities of MRA BSC Agent

1.3.1 The MRA BSC Agent is hereby authorised to become a party to the Master Registration Agreement with, inter alia, the duties, rights and responsibilities set out in the Master Registration Agreement for the 'BSC Agent' (as defined therein), subject to paragraph 1.2.

1.3.2 The MRA BSC Agent shall be entitled to rely on all instructions given to it by the Panel in connection with the exercise of all such duties, rights and responsibilities.

1.3.3 Subject to paragraph 1.2.1, the MRA BSC Agent shall exercise and discharge its duties, rights and responsibilities under the Master Registration Agreement with a view to ensuring that the Code is given effect in accordance with its terms and otherwise with a view to achieving the objectives in Section B1.2.

1.4 Costs of MRA BSC Agent

1.4.1 If and to the extent that the costs, fees, expenses, liabilities and losses of the MRA BSC Agent incurred in the performance of its duties, rights and responsibilities referred to in paragraph 1.3 are not capable of being, or are not, recovered pursuant to the Master Registration Agreement, the same shall be BSC Costs for the purposes of Section D.

2. SUPPLIERS' OBLIGATIONS

2.1 Obligation to become party

2.1.1 Each Supplier requiring Services under and as defined in the Master Registration Agreement shall become a party to the Master Registration Agreement and shall use its

reasonable endeavours to fulfil the conditions precedent set out in the Master Registration Agreement applicable to it as soon as reasonably practicable after it has become a party to the Master Registration Agreement.

3. ENTRY PROCESS REQUIREMENTS

3.1 Completion of Entry Process Requirements

3.1.1 Each Licensed Distribution System Operator shall ensure that it has satisfied the requirements of the SMRS Entry Process in accordance with BSCP 511 before allowing its Supplier Meter Registration Service to provide services in relation to Supplier Volume Allocation.

3.2 Assistance to Suppliers

3.2.1 Each Licensed Distribution System Operator shall provide all reasonable assistance to each Supplier and its Supplier Agents in accordance with BSCP 512 as may be required by the relevant Supplier and/or its Supplier Agents for it or them to satisfy the requirements of the Supplier Entry Process.

4. BSC REQUIREMENTS FOR THE MRA

4.1 The BSC Requirements for the MRA are set out or referred to in the Appendix to this Annex.

4.2 Subject to Section H1.6, each Party shall comply with the BSC Requirements for the MRA to the extent applicable to it.

APPENDIX

to Annex K-1

BSC Requirements for the MRA

1. BSCP 501 (Supplier Meter Registration Service).
2. Party Service Line 160 (Party Service Line for the Supplier Meter Registration Service (SMRS)).
3. Paragraphs 1.3.2.3 and 1.3.3 of Party Service Line 130 (Half Hourly Data Collection).
4. Paragraphs 2.2.3, 2.2.7, 3.2.3 and 3.2.7 of BSCP 502 (Half Hourly Data Collection for Metering Systems Registered in SMRS).
5. Paragraphs 1.3.3, 1.5.3.5, 1.5.4.1 and 1.5.4.2 of Party Service Line 120 (Non Half Hourly Data Collection).
6. Paragraphs 2.2.6, 3.2.6 and 4.4 of BSCP 504 (Non Half Hourly Data Collection for Metering Systems Registered in SMRS).
7. Paragraphs 2, 3.3 and 4.3 of Annex S-2.

ANNEX K-2

TRADING UNIT APPLICATIONS

1 CONFIGURATION OF TRADING UNITS

1.1 Introduction

1.1.1 The Classes of Trading Unit Application shall be as specified in BSCP 31.

1.1.2 Every Trading Unit Application shall state whether it is a Class 1, Class 2, Class 3, Class 4 or Class 5 application and the Panel shall consider a Trading Unit Application by reference to the provisions set out in this Annex K-2 for the stated class (or, in the case of paragraph 1.6, as provided therein).

1.1.3 For the purposes of this Annex K-2:

- (a) references to Exports and Imports are to Exports and Imports of the nominated BM Units;
- (b) references to a Trading Unit shall not include a Sole Trading Unit.

1.2 Class 1

1.2.1 If the Trading Unit Application shall state that it is a Class 1 application then the Panel shall determine from the Trading Unit Application and supporting documentation and other matters (and any further evidence provided in accordance with paragraph 1.7) if the nominated BM Units are or are to be electrically configured in the same manner as is prescribed in one of the line diagrams contained in BSCP 31 and fulfil or will fulfil all the conditions specified in such BSC Procedure applicable to a Class 1 application, in which event the nominated combination of BM Units shall be treated as belonging to a single Trading Unit.

1.3 Class 2

1.3.1 If the Trading Unit Application shall state that it is a Class 2 application then the Panel shall determine from the Trading Unit Application and supporting documentation and other matters (and any further evidence provided in accordance with paragraph 1.7) if the nominated BM Units are or are to be electrically connected solely by Dedicated Assets, in which event the BM Units shall be treated as belonging to a single Trading Unit.

1.3.2 In this paragraph 1.3, "**Dedicated Assets**" means assets and equipment which are used solely to connect electrically (a) the location at which the Exports originate with (b) the location at which the Imports are taken (and no other), and additionally satisfy one of the diagrammatic representations of Dedicated Assets contained in BSCP 31.

1.4 Class 3

1.4.1 If the Trading Unit Application shall state that it is a Class 3 application then the Panel shall determine from the Trading Unit Application and supporting documentation and other matters (and any further evidence provided in accordance with paragraph 1.7) if the nominated BM Units are or are to be electrically connected by Contiguous Assets, in which event the nominated BM Units shall be treated as a single Trading Unit.

1.4.2 In this paragraph 1.4:

- (a) **"Contiguous Assets"** means those Specified Assets and Equipment at a location which connect by one continuous electrical connection the location at which the Exports originates with the location at which the Imports are taken, which Specified Assets and Equipment are all owned by the Trading Unit Applicants and/or are Specified Assets and Equipment in respect of which a contribution is or will be made by the Trading Unit Applicants to the provision and installation or maintenance and repair costs thereof or where such Specified Assets and Equipment are already provided and installed, the maintenance and repair costs thereof; and
- (b) **"Specified Assets and Equipment"** means:
 - (i) assets and equipment identified and quoted in the Connection Agreement of any Trading Unit Applicant where such assets and equipment include assets and equipment identified and quoted in the Connection Agreements relating to all Trading Unit Applicants which form part of the continuous electrical connection for the purposes of (a) above; and/or
 - (ii) assets and equipment owned by a person other than the Trading Unit Applicant and any other Trading Party which is responsible for BM Unit(s) associated with the Trading Unit Application, and which form part of the continuous electrical connection for the purposes of (a) above.

1.5 Class 4

- 1.5.1 If the Trading Unit Application shall state that it is a Class 4 application then the Panel shall determine from the Trading Unit Application and supporting documentation and other matters (and any further evidence provided in accordance with paragraph 1.7) if all of the nominated BM Units are Exempt Export BM Units and are located in the same GSP Group, in which event the nominated BM Units shall be treated as belonging to a single Trading Unit.

1.6 Class 5

- 1.6.1 If the Trading Unit Application shall state that it is a Class 5 application or if the Panel shall determine that the nominated BM Units the subject of a Class 1, Class 2, Class 3 or Class 4 Trading Unit Application do not satisfy the conditions specified in paragraphs 1.2, 1.3, 1.4 or (as the case may be) 1.5, the Panel shall determine from the Trading Unit Application and supporting documentation and other matters (and any further evidence provided in accordance with paragraph 1.7) if the nominated BM Units shall be treated as a Trading Unit having regard to the criteria set out in paragraph 1.6.2.
- 1.6.2 The criteria referred to in paragraph 1.6.1 are:
 - (a) whether, although not satisfying the conditions applicable to a Class 1, Class 2, Class 3 or Class 4 Trading Unit Application, the Trading Unit Application demonstrates (to the reasonable satisfaction of the Panel) sufficient similarities with sites which would satisfy those conditions such that it would be unreasonable not to treat the nominated BM Units as a single Trading Unit;
 - (b) whether there are any other facts or evidence in support of the Trading Unit Application that in the reasonable opinion of the Panel demonstrate that the nominated BM Units ought to be treated as a single Trading Unit.

1.7 Further evidence

- 1.7.1 The Panel may request a Trading Unit Applicant to produce such further evidence as the Panel may reasonably require in support of its Trading Unit Application before the Panel makes any determination as to whether the nominated BM Units are to be treated as a Trading Unit, and the Panel shall not be bound to make any determination on the issue of whether the nominated BM Units are a Trading Unit pending receipt of such further evidence.

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Note that for presentational purposes this Volume 2 of the Provisions for the transition to the GB BSC under BETTA document has been packaged in two parts. The contents of each of the two parts are listed below.

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SECTION L: METERING

1. INTRODUCTION

1.1 General

1.1.1 This Section L sets out:

- (a) requirements for the installation, commissioning, operation and maintenance of Metering Equipment for the measurement of quantities of Active Energy and where relevant Reactive Energy; and
- (b) the functions of the TAA in connection with such Metering Equipment.

1.1.2 For the purposes of the Code, subject to paragraph 1.1.3, the quantities of Active Energy and, where relevant, Reactive Energy Exported or Imported by any Party at a Boundary Point or flowing between Systems at a Systems Connection Point shall be measured and recorded through Metering Equipment installed, commissioned, operated and maintained and otherwise provided for as set out in this Section L.

1.1.3 There is no requirement to install, commission, operate and maintain Metering Equipment or measure and record a flow of Active Energy or Reactive Energy through Metering Equipment in respect of any Import relating to an Unmetered Supply; and nothing in this Section L applies in relation to an Unmetered Supply (or any Metering System in respect of an Unmetered Supply).

1.1.4 In this Section L:

- (a) in relation to any Metering System, references to requirements under any Code of Practice shall be construed as requirements in relation to all of the Metering Equipment comprised or required to be comprised in that Metering System;
- (b) references to a Metering System include a Metering System which is to comprise Metering Equipment which a Party is or will be required to install, and references to the Registrant of a Metering System include a Party required to be the Registrant of such Metering System;
- (c) references to Metering Equipment in the context of a Metering System or its Registrant are to all of the Metering Equipment which is or is to be comprised in such Metering System;
- (d) "**commission**" means commission for the purposes of Settlement in accordance with the relevant Codes of Practice and "commissioned" and other derivative terms shall be construed accordingly.

1.1.5 Where the same Metering Equipment at an Exemptable Generating Plant is comprised in both an SVA Metering System and a CVA Metering System:

- (a) the Registrant of each such Metering System shall so inform BSCCo and shall provide to BSCCo details of, and BSCCo shall maintain a record of, such Metering Systems and the identities of the Registrants;
- (b) where there is any conflict or inconsistency between the requirements applying (pursuant to this Section L) to such Metering Equipment as

CVA Metering Equipment and as SVA Metering Equipment, then the requirements applying to CVA Metering Equipment shall apply.

1.2 Meter Operator Agents

- 1.2.1 Of the obligations (under this Section L) of the Registrant of a Metering System, those specified in Party Service Line 110 (in the case of SVA Metering Systems) or Party Service Line 180 (in the case of CVA Metering Systems) are to be performed, subject to and in accordance with the provisions of Section J, by a Meter Operator Agent appointed by such Registrant in accordance with Section J.
- 1.2.2 In accordance with Section J, the Registrant of any Metering System shall appoint, and secure that at all times while he is Registrant there is appointed, a Meter Operator Agent in respect of such Metering System.
- 1.2.3 The principal functions of a Meter Operator Agent shall be to install, commission, test, maintain and rectify faults in respect of Metering Equipment (including if applicable associated Communications Equipment), in accordance with Party Service Line 110 (in the case of SVA Metering Systems) and Party Service Line 180 (in the case of CVA Metering Systems) and any relevant BSC Procedures and Codes of Practice.
- 1.2.4 The Registrant of each Metering System shall comply with or (as appropriate) procure that the relevant Meter Operator Agent complies with the requirements of Party Service Line 110 (in the case of a SVA Metering System) and Party Service Line 180 (in the case of a CVA Metering System).

1.3 Limitation

- 1.3.1 The provisions of paragraph 2.5.4(a), 3.7, 6 and 7 shall only apply to, and in respect of, Metering Systems which are not at Domestic Premises and all visiting, access, inspection, testing and similar rights in such provisions shall be read and construed accordingly.

1.4 Third Party Generating Plant

- 1.4.1 Where a Party is responsible for the Exports of a Third Party Generating Plant, that Party, as Registrant of the relevant Metering System, shall be responsible for obtaining such rights in relation to property of the Third Party Generator as will enable the Party to provide (pursuant to this Section L) such access and other rights as would be required to be provided by the Third Party Generator if it were itself a Party and the Registrant.

1.5 Small Scale Third Party Generating Plant Limit

- 1.5.1 For the purpose of the Code the “Small Scale Third Party Generating Plant Limit” shall be an amount determined by the Panel and approved by the Authority.
- 1.5.2 The Panel may revise the amount of the Small Scale Third Party Generating Plant Limit from time to time subject to the approval of the Authority.
- 1.5.3 In revising the amount of the Small Scale Third Party Generating Plant Limit from time to time the Panel shall consult with Parties and consider the views expressed in the course of such consultation prior to making its determination (and shall provide a detailed summary of such views to the Authority).

2. METERING EQUIPMENT – BASIC REQUIREMENTS

2.1 Registrant responsibilities

2.1.1 The Registrant of each Metering System shall ensure that Metering Equipment is:

- (a) installed and commissioned (if not already installed and commissioned), and
- (b) maintained and operated,

for the purposes described in paragraph 1.1.2 in accordance with and subject to the provisions of this Section L and in accordance with the relevant Code of Practice.

2.2 Type of Metering Equipment

2.2.1 The Metering Equipment to be installed:

- (a) in the case of a CVA Metering System, shall be Half Hourly Metering Equipment;
- (b) in the case of a SVA Metering System at 100kW Premises, shall be Half Hourly Metering Equipment;
- (c) in the case of a SVA Metering System associated with any Third Party Generating Plant, except in the case of a Small Scale Third Party Generating Plant, shall be Half Hourly Metering Equipment;
- (d) in the case of a SVA Metering System other than as provided in paragraph (b) and (c), shall be Half Hourly Metering Equipment or Non-Half Hourly Metering Equipment as the Registrant shall choose.

2.2.2 A Party shall not change the basis of supply in respect of a SVA Metering System which is traded for Settlement purposes on a half-hourly basis to one which is traded on a non-half hourly basis unless:

- (a) the relevant Half Hourly Meter is replaced by a Non Half Hourly Meter; or
- (b) its half-hourly function is permanently disabled,

and, in either case, the Registrant has appointed a Non Half Hourly Data Collector and Non Half Hourly Data Aggregator for that Metering System.

2.3 New Metering Systems

2.3.1 In relation to any new CVA Metering System:

- (a) the Registrant shall ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) and that a proving test in accordance with BSCP 20 has been successfully completed before the registration of the Metering System becomes effective;
- (b) accordingly, in accordance with Section K1.4.3(c), the relevant connection will not be energised until the Registrant has complied with paragraph 2.1.1(a).

- 2.3.2 In relation to any new SVA Metering System, the Registrant shall use all reasonable endeavours to ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) before the registration of the Metering System becomes effective.
- 2.3.3 Without prejudice to any other right of other Parties, if the Registrant of a new SVA Metering System within paragraph 2.2.1(b) or (c) fails to ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) before the registration of the Metering System becomes effective, he shall be liable to a charge to be determined and payable in accordance with Annex S-1.
- 2.3.4 For the purposes of this paragraph 2.3, a "**new**" Metering System is a Metering System which is to comprise Metering Equipment which has not (at the relevant time) been installed and commissioned in accordance with the requirements of paragraph 2.1 and 2.2 and, for the avoidance of doubt, a Metering System shall not be considered a new Metering System for the purposes of this paragraph 2.3 by virtue only of a Registration Transfer (as defined in Section K2.6) in respect of such Metering System.

2.4 Meter Technical Details

- 2.4.1 The Registrant of each Metering System shall, in accordance with Party Service Line 180 or 110 (for CVA and SVA Metering Systems respectively):
- (a) establish and maintain Meter Technical Details in respect of the Metering Equipment;
 - (b) ensure that such Meter Technical Details are true, complete and accurate;
 - (c) provide such Meter Technical Details to the CDCA or (as the case may be) to the relevant Data Collector.

2.5 Information and records

- 2.5.1 The Registrant of each Metering System shall:
- (a) comply with the requirements of Party Service Line 180 or Party Service Line 110 (as applicable) as to the provision, to the CDCA or (as the case may be) the relevant Data Collector and others, of information relating to the Metering Equipment; and
 - (b) give to the BSC Auditor all such information regarding the Metering Equipment as the BSC Auditor shall reasonably require for the purposes of carrying out the BSC Audit.
- 2.5.2 The information to be provided under paragraphs 2.5.1(a) and (b) includes information regarding the dates and time periods for installation of new Metering Equipment and the dates and periods when such Metering Equipment is out of service.
- 2.5.3 The Registrant of each Metering System shall:
- (a) prepare and maintain for the life of the relevant item of Metering Equipment, complete and accurate records as required by the relevant Code of Practice or the Act (including in relation to the calibration of the Metering Equipment, the dates and results of any tests, readings,

adjustments or inspections carried out and the dates on which any seal was applied or broken, the reason for any seal being broken and the persons attending any such tests, readings, inspections or sealings);

- (b) provide a copy of such records to the BSC Auditor upon request;
- (c) pass such records or copies of the same to the Meter Operator Agent appointed by its successor as Registrant.

2.5.4 The Registrant of each Metering System shall permit the BSC Auditor unrestricted access (subject to paragraphs 6.5 and 6.6) to:

- (a) the Metering Equipment, and
- (b) all data used, information held and records kept by it or its agents in operating that Metering Equipment;

and shall make available members of its staff or its Meter Operator Agent to explain the operation of that Metering Equipment and such other issues as the BSC Auditor considers relevant.

3. METERING EQUIPMENT – DETAILED REQUIREMENTS

3.1 General Obligation

3.1.1 The Registrant of each Metering System shall ensure that the Metering Equipment:

- (a) complies with the provisions of this Section L; and
- (b) meets the applicable levels of accuracy referred to in paragraph 3.5.

3.1.2 To the extent that the levels of accuracy referred to in paragraph 3.1.1(b) depend upon associated current and voltage transformers which are not in the ownership or control of the Registrant:

- (a) the Registrant shall:
 - (i) where paragraph 1.4 applies, obtain
 - (ii) in any other case, use all reasonable endeavours to obtain the agreement of the Equipment Owner to assist the Registrant; and
- (b) where the Equipment Owner is a Party he shall, subject as hereinafter provided, be required to provide reasonable assistance to the Registrant (but without prejudice to any rights of such Party to charge for such services),

in complying with the Registrant's obligations under paragraph 3.1.1 by the maintenance and repair of such current and voltage transformers in accordance with the provisions of this Section L, provided that the Equipment Owner shall not be required by this paragraph 3.1.2 or otherwise by the Registrant to take steps which would cause it to be in breach of its obligations under the Act, its Licence, any Nuclear Site Licence (as defined in paragraph 6.7.1), the Grid Code or Distribution Code.

3.2 Compliance with Codes of Practice

- 3.2.1 All Metering Equipment shall comply with or exceed the requirements referred to or set out in any relevant Code of Practice (or where no Code of Practice applies, comply with Schedule 7 of the Act) or shall be the subject of and comply with a Metering Dispensation in accordance with paragraph 3.4.
- 3.2.2 Subject to paragraph 3.2.5 and 3.3, the relevant Code of Practice in respect of any Metering Equipment shall be the version of the Code of Practice which is expressed to be applicable to that Metering Equipment at the time that the Metering System comprising that Metering Equipment is first registered pursuant to Section K for the purposes of Settlement, and such Metering Equipment shall only be required to comply with that version of the Code of Practice, and not with any Code of Practice which in any respect later amends, modifies or supersedes that version of the Code of Practice; and references to the relevant Code of Practice in this Section L shall be construed accordingly.
- 3.2.3 In relation to Metering Equipment comprised in a Metering System which was registered for the purposes of settlement under:
- (a) the Pooling and Settlement Agreement before the Go-live Date, paragraph 3.2.2 shall apply on the basis that references to Codes of Practice (and versions thereof) include a reference to the version of the "Code of Practice" (as defined in and for the purposes of the Pooling and Settlement Agreement) with which such Metering Equipment was, immediately before the Go-live Date, required to comply by virtue of the provisions of the Pooling and Settlement Agreement (including provisions equivalent to paragraph 3.2.2 and any savings to those provisions); or
 - (b) under the Settlement Agreement for Scotland before the BETTA Effective Date, paragraph 3.2.2 shall apply on the basis that references to Codes of Practice (and versions thereof) include a reference to the version of the "Code of Practice" (as defined in and for the purposes of the Settlement Agreement for Scotland) with which such Metering Equipment was, immediately before the BETTA Effective Date, required to comply by virtue of the provisions of the Settlement Agreement for Scotland (including provisions equivalent to paragraph 3.2.2 and any savings to those provisions).
- 3.2.4 For the avoidance of doubt, where a Metering System is transferred for the purposes of Settlement from one registration system to another in accordance with the provisions of Section K, such transfer shall not be treated as:
- (a) a new installation of the Metering Equipment comprised in that Metering System and, accordingly, does not need to be re-commissioned (but without prejudice to the requirement to undertake proving tests with the CDCA or the relevant Half Hourly Data Collector); nor
 - (b) (for the purposes of this paragraph 3.2 only) as a new registration of that Metering System.
- 3.2.5 In relation to the calibration, testing and commissioning of any Metering Equipment at any time, the relevant Code of Practice shall be the latest version of the applicable Code of Practice prevailing at that time.

3.3 Material change

- 3.3.1 Notwithstanding paragraph 3.2, where any material change is made to any Metering Equipment, the version of the Code of Practice current at the time of that material change shall, from that time, be the relevant Code of Practice in respect of that Metering Equipment as so changed as if that date was the date of that Metering System's first commissioning.
- 3.3.2 In this paragraph 3.3, "**material change**" means a change to the Metering Equipment other than a change by way of repair, modification or replacement of any component which is not, in the judgement of the Meter Operator Agent acting in accordance with Good Industry Practice, a substantial part of the Metering Equipment even where an enhanced or equivalent component is used for the repair, modification or replacement rather than an identical component.

3.4 Metering Dispensations

- 3.4.1 If, for financial reasons or reasons of practicality, Metering Equipment to which a Code of Practice applies will not or does not comply with some or all of the requirements of that Code of Practice, the Registrant of such Metering System may make an application to the Panel for a Metering Dispensation from such requirements.
- 3.4.2 The Panel shall consider and may agree, on such conditions (if any) as it shall deem fit, or dismiss, such application in accordance with BSCP 32.
- 3.4.3 Before agreeing a Metering Dispensation under paragraph 3.4.1, the Panel shall consult with:
- (a) where the relevant Metering Equipment is connected to the Transmission System, the Transmission Company;
 - (b) where the relevant Metering Equipment is connected to a Distribution System, the Distribution System Operator and, where applicable, the Transmission Company;
 - (c) where any Aggregation Rules submitted by any Party (other than the Registrant) relate to the Metering System which comprises such Metering Equipment, such Party; and
 - (d) such other persons if any as the Panel shall consider appropriate.
- 3.4.4 The Panel may, of its own initiative or upon the application of a Party, establish from time to time, in accordance with BSCP 32, Metering Dispensations from the requirements of any relevant Code of Practice, on such conditions (if any) as it shall deem fit, attaching generally to any item of Metering Equipment.
- 3.4.5 Before agreeing a Metering Dispensation under paragraph 3.4.4, the Panel shall consult with all Parties, and with such other persons if any as the Panel shall consider appropriate.
- 3.4.6 BSCCo shall maintain an up-to-date record of all Metering Dispensations agreed or established pursuant to this paragraph 3.4, and shall provide to the TAA a copy of such record and (promptly following making any such amendment) a copy of each amendment made to such record.

3.4.7 Any dispensations agreed or deemed to have been agreed (pursuant to those provisions of the Pooling and Settlement Agreement equivalent to this paragraph 3.4) by the Pool Executive Committee before the Go-live Date shall be deemed, with effect from the date at which they were so agreed or applied, to have been effectively agreed or established as Metering Dispensations in accordance with the provisions of this paragraph 3.4.

3.4.8 The obligations under this Section L of the Registrant of any Metering System shall be construed subject to the terms and any conditions of any applicable Metering Dispensation.

3.5 Calibration And Accuracy Of Metering Equipment

3.5.1 Non Half Hourly Metering Equipment shall be accurate to within the prescribed limits for such Metering Equipment referred to or set out in any relevant Code of Practice or, if no Code of Practice applies, the prescribed limits established under Schedule 7 of the Act.

3.5.2 Half Hourly Metering Equipment shall be accurate to within the prescribed limits for such Metering Equipment referred to or set out in the relevant Code of Practice.

3.5.3 The limits of accuracy referred to in the relevant Code of Practice shall be applied in any case after adjustments have been made to the Metering Equipment to compensate for any errors attributable to measuring transformers and connections thereto.

3.5.4 Beyond the ranges specified in the relevant Code of Practice, and/or at power factors other than unity or zero (as the case may be):

- (a) limits of accuracy will depend on the characteristics of the individual meters and measuring transformers specified for such Metering Equipment;
- (b) in the event of uncertainty or dispute such limits of accuracy will be determined by the Panel; provided that Metering Equipment which has been commissioned will be required to comply with such levels of accuracy under any determination by the Panel prevailing at the date of its commissioning, and not under any later determination.

3.5.5 In this Section L a reference to the applicable limits of accuracy in relation to any Metering Equipment is to the prescribed limits applicable to that Metering Equipment in accordance with and subject to paragraph 3.5.1 or 3.5.2 as the case may be.

3.5.6 Without prejudice to the generality of paragraph 3.2, the Registrant of each Metering System shall ensure that the Metering Equipment shall be calibrated (in accordance with any applicable Code of Practice) in order to meet the applicable limits of accuracy.

3.6 Commissioning and maintenance of metering equipment

3.6.1 The Registrant of each Metering System shall ensure, in the case of Half Hourly Metering Systems, that the Metering Equipment shall be commissioned in accordance with the relevant issue of Code of Practice Four or, in the case of Non Half Hourly Metering Systems, in accordance with the relevant issue of the Code

of Practice (if any) relating to the commissioning of Non Half Hourly Metering Systems.

- 3.6.2 The Registrant of each Metering System shall at its own cost and expense (but without prejudice to its rights to charge any other person for such service pursuant to another agreement or arrangement) ensure that the Metering Equipment is kept in good working order, repair and condition to the extent necessary to allow the correct registration, recording and transmission of the requisite details of the quantities of Active Energy and/or Reactive Energy measured by the relevant Metering System.

3.7 Testing and Inspection

- 3.7.1 Not less frequently than may be specified in the relevant Code of Practice or as may be required by statute, the Registrant of each Metering System shall ensure that routine testing is carried out to confirm the accuracy of the Metering Equipment.

- 3.7.2 The Registrant shall ensure that a test of the accuracy of all Metering Equipment which replaces defective or inaccurate Metering Equipment is carried out as soon as is reasonably practicable after its installation.

- 3.7.3 The Registrant shall:

- (a) in relation to any CVA Metering System, and
- (b) if and to the extent so required by the Panel, in relation to any SVA Metering System

give BSCCo reasonable prior notice of the date, time, place and nature of every test pursuant to paragraph 3.7.1 or 3.7.2; and BSCCo (or, if BSCCo so requires in relation to CVA Metering Systems, the CDCA) shall have the right to attend such test.

- 3.7.4 If the Registrant of any Metering System or any other Party or (in the case of a CVA Metering System) the CDCA has reason to believe that the Metering Equipment is not performing within the applicable limits of accuracy, or otherwise for any reason is incorrectly recording data, the Registrant or such other Party or the CDCA shall so notify:

- (a) BSCCo;
- (b) (in the case of another Party or the CDCA), the Registrant; and
- (c) the relevant Distribution System Operator and/or the Transmission Company as appropriate.

- 3.7.5 If BSCCo is notified (under paragraph 3.7.4(a)) or otherwise has reason to believe that any Metering Equipment is not performing within the applicable limits of accuracy:

- (a) BSCCo may require the Registrant to inspect and then test the accuracy of such Metering Equipment within a reasonable time after receiving notification of such requirement pursuant to this paragraph 3.7.5, whereupon the Registrant shall carry out such test in the presence of a representative of BSCCo; or

(b) BSCCo may, without giving notice to the relevant Registrant, arrange for the inspection of such Metering Equipment by a person (which may be the CDCA in the case of CVA Metering Equipment) or persons who is/are suitably qualified in the operation of Metering Equipment within a reasonable time, and for such person(s) to make such tests as such person(s) shall deem necessary to determine its accuracy; and the Registrant shall co-operate with such person(s) in carrying out such tests.

3.7.6 Subject to paragraph 3.7.7, the costs of any such test referred to in paragraph 3.7.5 shall be borne by the Registrant (but without prejudice to its right to charge any other person for such service pursuant to another agreement or arrangement), save that BSCCo shall bear the costs of attendance of any person pursuant to paragraph 3.7.5(b).

3.7.7 Where any Metering Equipment passes all inspections and tests required pursuant to paragraph 3.7.5, the costs reasonably incurred by the Registrant in carrying out such inspections and tests shall be borne by BSCCo.

3.7.8 Any test carried out pursuant to this paragraph 3.7 shall comply with the relevant Code of Practice.

3.7.9 In this paragraph 3.7, reference to testing shall include the use and installation of a check meter, if appropriate.

3.8 Sealing and Security

3.8.1 ~~The Subject to Section 16.7.1 the~~ Registrant of each Metering System shall procure that the Metering Equipment shall be sealed in accordance with the relevant Code of Practice and, if applicable, the Act.

3.8.2 The Registrant shall procure that the Metering Equipment shall be as secure as is practicable in all the circumstances.

3.8.3 Each Licensed Distribution System Operator shall, with respect to a Half Hourly Metering System registered in SMRS in relation to which data is required to be submitted for Settlement before the Initial Volume Allocation Run, notify the relevant Supplier registered in its SMRS system if any seal relating to that Metering System has been, or is likely to be broken by that Licensed Distribution System Operator for more than 24 hours or which is, or is due to be, remade, in all cases as soon as reasonably practicable (including, if reasonably practicable, before breaking or remaking such seal) stating, in the case of a notification of the breaking of a seal, the reason for breaking such seal.

3.9 Defective Metering Equipment

3.9.1 If at any time any Metering Equipment is destroyed or damaged or otherwise ceases to function, or is or is found to be outside the applicable limits of accuracy, the Registrant shall, subject to compliance with its obligations under paragraph 3.8, adjust, renew or repair the same or replace any defective component so as to ensure that such Metering Equipment is back in service and the Metering Equipment is operating within the applicable limits of accuracy as quickly as is reasonably practicable in all the circumstances.

4. DISPUTES

4.1 Tests in support of disputes

4.1.1 Any testing of Metering Equipment required (in accordance with Section W) to resolve any Trading Dispute shall be carried out or procured by the Registrant:

- (a) on the relevant Metering Equipment mounted in its operational position; and
- (b) in the presence:
 - (i) if BSCCo so requires, of a representative of BSCCo or (in the case of CVA Metering Equipment) the CDCA, and
 - (ii) the relevant Distribution System Operator and/or the Transmission Company as appropriate.

4.1.2 All such testing will be carried out in accordance with the relevant Code of Practice including, where applicable, any relevant Metering Dispensation.

4.2 Comparison of test performance

4.2.1 The test performance of any Metering Equipment shall be compared with calibrated test equipment by one of the following methods:

- (a) injecting into the measuring circuits (excluding the primary current and voltage transformers) and comparing the readings or records over such period as may be required by the relevant Code of Practice including, where applicable, any relevant Metering Dispensation to ensure a reliable comparison; or
- (b) where practicable, operating the calibrated test equipment from the same primary current and voltage transformers as the Metering Equipment under operating conditions and comparing the readings or recordings of the Metering Equipment and the calibrated test equipment over such period as may be required by the relevant Code of Practice including, where applicable, any relevant Metering Dispensation; or
- (c) in exceptional circumstances, such other method as may be specified by the Panel.

4.3 Laboratory testing

4.3.1 If the Panel so requires, Metering Equipment which fails any test whilst in its operational position shall be tested under laboratory conditions in accordance with the relevant Code of Practice, and the Registrant shall procure such test.

4.4 Witnessing tests

4.4.1 In addition to any persons attending pursuant, where applicable, to paragraph 4.1.1(b), if the Panel so determines, up to two persons nominated by BSCCo and representing all Parties who have an interest in the Trading Dispute, and in addition (unless otherwise attending pursuant to paragraph 4.1.1(b)) the relevant Distribution System Operator or the Transmission Company, as appropriate, shall be entitled to witness tests taken as a result of a Trading Dispute, including tests

confirming the calibration of test equipment, or inspect evidence of valid calibration, or valid calibration certificates, as appropriate.

4.5 Costs of testing

- 4.5.1 Except as otherwise provided in Section W, the costs reasonably incurred by the Registrant in carrying out any such test as referred to in paragraph 4.1, and the costs of attendance of BSCCo and any person nominated by it under paragraph 4.4, shall be borne by BSCCo.

5. METERING DATA

5.1 Ownership of Metering Data

- 5.1.1 Subject to paragraphs 5.1.2 and 5.1.3, and without prejudice to Section H4.6, the Registrant of a Metering System shall own the metering data acquired from such Metering System, and may provide to any person access to and use of such data.
- 5.1.2 Subject to paragraph 5.1.3, the Customer (in relation to a Metering System at any premises) or Third Party Generator (in relation to a Metering System at Third Party Generating Plant) shall be entitled to access, obtain and use metering data relating to that Metering System without charge.
- 5.1.3 The Registrant shall not exercise any rights in relation to, or provide to any person use of or access to, metering data in a manner which would interfere with Settlement or would otherwise be inconsistent with giving effect to the Code.

5.2 Access to and Use of Metering Data

- 5.2.1 Without prejudice to Section H4.6, the Registrant of each Metering System shall provide access to, and hereby authorises the use of, metering data, to and by:

- (a) the Panel, any Panel Committee, BSCCo and each BSC Agent; and
- (b) in the case of an Interconnector, the relevant Interconnector Administrator, Interconnector Error Administrator and Interconnector Users

(each a "**data recipient**", which term shall include any officer, director, employee, agent or adviser of the same), without charge, for all purposes for which each such data recipient requires such access and use pursuant to or in order to give effect to the Code, but not for any other purposes.

- 5.2.2 A data recipient may release metering data (which is provided, or access to which is provided, to it pursuant to paragraph 5.2.1) to another person only to the extent to which:

- (a) that other person is authorised to have access to and use of such data pursuant to paragraph 5.2.1, or
- (b) that other person is entitled to access and use of such data pursuant to any other provision of the Code, or
- (c) the Code expressly provides for such release (including pursuant to Section V).

- 5.2.3 The Registrant of each Metering System shall provide metering data to:
- (a) each other Party; and
 - (b) any other person,
- who (in either case) is entitled to receive such data in accordance with the Code.
- 5.2.4 The Registrant of each Metering System (or, as the case may be and as provided for elsewhere in the Code, the SVAA or the CDCA) shall without charge provide relevant metering data to, and authorises the use of such data by:
- (a) the relevant Distribution System Operator for the purposes only of the operation of the relevant Distribution System and the calculation of charges for use of and connection to such Distribution System;
 - (b) the Transmission Company for the purposes only of the operation of the Transmission System, and the calculation of charges for use of and connection to the Transmission System.
- 5.2.5 For the purposes of paragraph 5.2.4, "relevant metering data" means:
- (a) in the case of SVA Metering Systems, the metering data specified in BSCP 508 and BSCP 520;
 - (b) in the case of CVA Metering Systems, the metering data specified as being sent to the Transmission Company and/or the relevant Distribution System Operator in Table 5 of Section V.
- 5.2.6 Each Party agrees to the release and use of data referred to in paragraph 5.2.4 on the terms and conditions of such paragraphs, and confirms that it will not have the right to charge the relevant Distribution System Operator or Transmission Company for such release or use.

6. ACCESS TO PROPERTY

6.1 Grant and procurement of rights

6.1.1 Each Party hereby grants to the Invitees specified in paragraph 6.1.4 the rights specified in that paragraph in relation to any part of the relevant property.

6.1.2 The Registrant of each Metering System shall:

- (a) where paragraph 1.4 applies, procure,
- (b) in any other case, use all reasonable endeavours to procure

for the benefit of the Invitees specified in paragraph 6.1.4 the rights specified in that paragraph in relation to any part of the relevant property.

6.1.3 In this paragraph 6 the "**relevant property**" is:

- (a) for the purposes of rights to be granted by a Party under paragraph 6.1.1, the property of that Party;

- (b) for the purposes of rights to be procured by the Registrant of a Metering System under paragraph 6.1.2, the property:
 - (i) of each Customer in respect of which the Registrant is the supplier;
 - (ii) of the Third Party Generator at each Third Party Generating Plant for whose Exports the Registrant is responsible in accordance with Section K1.2.2;
 - (iii) of any other person who is not a Party (a "**Third Party**") the exercise of whose rights would prevent the Registrant or any Invitee or any other Party from performing its obligations under this Section L or the Code and the existence of whose rights is known, or ought reasonably be known, to that Registrant.

6.1.4 The rights referred to in paragraphs 6.1.1 and 6.1.2 are:

- (a) for any Invitee, full right to enter upon and through and remain upon, or do any other act contemplated by this Section L or Section R or Section S which would otherwise constitute a trespass upon, any part of the relevant property;
- (b) for the BSC Auditor, full right to perform such tasks and to do all such acts and things as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of the BSC Audit, including full right to carry out such tests on Metering Equipment, provided that the person or persons allocated to carry out such tests by the BSC Auditor is or are suitably qualified in the operation of Metering Equipment;
- (c) for the CDCA, full right to undertake on-site inspections, tests, checks and readings on Metering Equipment in connection with the validation of Aggregation Rules pursuant to Section R3.4 and in connection with witnessing and sealing obligations pursuant to Section R6.1.2 and 16.7.1 and Meter Advance Reconciliation obligations pursuant to Section R6.2, and
- (d) for the TAA(s), full right to undertake on-site tests and checks and to report on Metering Systems in relation to their compliance with the relevant Code of Practice and this Section L;

but in each case only to the extent such rights are necessary for the purposes of the Code, and subject to the other provisions of this paragraph 6.

6.1.5 For the avoidance of doubt, the Registrant of any Metering System will need to procure (and is responsible for procuring) appropriate rights of access for its Meter Operator Agent; and this paragraph 6 does not address such rights of access.

6.2 Invitees

6.2.1 For the purposes of the Code, each of the following shall be an Invitee:

- (a) the Panel and any Panel Committee acting through any reasonably nominated employee, agent or contractor of BSCCo;

- (b) BSCCo acting through any reasonably nominated employee, agent or contractor;
- (c) the TAA and the CDCA, acting through any reasonably nominated employee, agent or contractor;
- (d) the BSC Auditor acting through any partner or employee;
- (e) the Transmission Company, acting through any reasonably nominated employee, agent or contractor.

6.3 Failure to procure access

6.3.1 If, after having used all such reasonable endeavours to procure access rights in accordance with paragraph 6.1.2, the Registrant of a Metering System has been unable to procure any such rights, the Registrant shall so notify the Panel and the Authority.

6.3.2 Each Invitee shall be entitled to assume that the consents of any Customer, Third Party Generator or Third Party shall have been obtained in accordance with the provisions of paragraph 6.1.2 until such time as it is fixed with notice to the contrary.

6.4 Further provisions as to access

6.4.1 The rights of access provided for in paragraph 6.1 shall include, but not be limited to, the right to bring on to the relevant property such vehicles, plant, machinery and maintenance or other materials and such persons as shall be reasonably necessary for the purposes of the Code.

6.4.2 Each Party shall ensure, and the Registrant of each Metering System shall use all reasonable endeavours to ensure, that any particular authorisation or clearance which is required to be given to ensure access to any Invitee, in accordance with paragraph 6.1.1 or (as the case may be) 6.1.2, is available on arrival of the Invitee.

6.5 Safe access

6.5.1 Subject to the right of BSCCo to require inspection without notice pursuant to paragraph 3.7.5(b), the Registrant of each Metering System shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Invitee of any right of access granted pursuant to paragraph 6.1 with the minimum of disruption, disturbance and inconvenience.

6.5.2 Such arrangements and provisions may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access and/or provide for the Registrant to make directions or regulations from time to time in relation to a specified matter.

6.5.3 Matters to be covered by such arrangements and/or provisions include:

- (a) the identification of any relevant Metering Equipment;
- (b) the particular access routes applicable to the land in question having particular regard to the weight and size limits on those routes;
- (c) any limitations on times of exercise of the right of access;

- (d) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such right of access and procedures for obtaining the same;
- (e) the means of communication by the Registrant (to all persons, agents, employees and/or contractors who may be authorised from time to time to exercise such right of access) of any relevant directions or regulations made by the Registrant;
- (f) the identification of and arrangements applicable to personnel exercising the right of access granted under paragraph 6.1;
- (g) where relevant, compliance with any code of practice on procedures with respect to site access approved by the Authority pursuant to any Licence; and
- (h) disclosure of any known hazards on the site.

6.5.4 BSCCo shall take all reasonable steps to secure that any Invitee agrees to observe and perform any such arrangements and all provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Registrant may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraph 6.1, each Invitee shall agree to observe and perform the same.

6.6 Damage

6.6.1 BSCCo shall take all reasonable steps to secure that each Invitee takes all reasonable steps (or, where the Transmission Company is the Invitee, the Transmission Company shall take all reasonable steps), in the exercise of any right of access under paragraph 6.1, to:

- (a) avoid or minimise damage in relation to any relevant property; and
- (b) cause as little disturbance and inconvenience as possible to any other Party, Customer, Third Party Generator, Third Party or other occupier of any relevant property;

and shall make good any damage caused to such property in the course of the exercise of such rights as soon as may be practicable.

6.6.2 Subject to paragraph 6.6.1, all such rights of access shall be exercisable free of any charge or payment of any kind.

6.7 Licence restricted parties

6.7.1 This paragraph 6.7 shall apply to any area owned or occupied by any Party, Customer, Third Party Generator or Third Party (in this Section L, each a "**Licence Restricted Party**") which is the holder of or is subject to a licence granted under the Nuclear Installations Act 1965 (in this paragraph 6.7, a "**Nuclear Site Licence**") or is subject to restrictions in relation to a Nuclear Site Licence, where such area is subject to that Nuclear Site Licence.

6.7.2 This paragraph 6.7 shall take precedence over any contrary provisions of this Section L.

6.7.3 No Party or Invitee shall enter or attempt to enter or permit or suffer any person to enter or attempt to enter any area owned or occupied by the Licence Restricted Party to which a Nuclear Site Licence applies except strictly in accordance with the provisions, restrictions and conditions of the Nuclear Site Licence.

6.7.4 The Licence Restricted Party shall be entitled to take reasonable action of any kind whatsoever relating to or affecting access to its property as it considers on reasonable grounds to be necessary in order to enable the Licence Restricted Party to comply with the provisions, restrictions and conditions of a Nuclear Site Licence or avert or minimise any reasonably anticipated breaches thereof.

6.8 Denial of access

6.8.1 The Panel, any Panel Committee, BSCCo and any BSC Agent shall not be held in breach of any duty or obligation under the Code to the extent that it is unable to perform such duty or obligation by reason of its being denied necessary access to Metering Equipment.

7. TECHNICAL ASSURANCE OF METERING SYSTEMS

7.1. General

7.1.1 The role of the TAA is to monitor compliance by Parties with the requirements, in relation to Half Hourly Metering Systems, of this Section L, Codes of Practice and BSC Procedures, and identify cases where such requirements are not being complied with ("**non-compliance**").

7.1.2 For the purposes described in paragraph 7.1.1, the TAA shall make arrangements for spot visits ("**inspections**") by suitably qualified inspectors at the sites where Metering Equipment is installed.

7.1.3 In this paragraph 7 references to Metering Systems are to Half Hourly Metering Systems.

7.2 Provision of information

7.2.1 Each SMRA and the CDCA shall submit to BSCCo details of the Half Hourly Metering Systems and the associated Registrants respectively registered in SMRS or CMRS in accordance with BSCP 26 or (as respects SVA Metering Systems) the relevant provisions of the MRA.

7.2.2 BSCCo shall periodically submit to the TAA, in accordance with BSCP 26 (as regards CVA Metering Systems) and BSCP 526 (as regards SVA Metering Systems), a list of the Metering Systems and the associated Registrants, from which sample visits shall be selected in accordance with paragraph 7.3.

7.2.3 The Registrant of each Metering System shall provide the TAA with records, data and other information in accordance with BSCP 26 or BSCP 526 (as the case may be), and each Party irrevocably agrees to the release to and use by the TAA of all such records, data and other information in the circumstances described in this Section L.

7.2.4 The CDCA shall provide the TAA with such Meter Technical Details in relation to CVA Metering Systems as the TAA may request in accordance with BSCP 26.

7.3 Site Selection

7.3.1 BSCCo shall determine and instruct to the TAA, in relation to each BSC Year, consistent with any guidance or instructions from the Panel, and in accordance with BSCP 26 or BSCP 526 (as the case may be), the total number of Metering Systems to be inspected.

7.3.2 The TAA shall select the sample of Metering Systems to be inspected in each BSC Year in accordance with BSCCo's instructions under paragraph 7.3.1 and consistent with the further provisions of this paragraph 7.3 and in accordance with BSCP 26 or BSCP 526 (as the case may be).

7.3.3 The sample shall be selected consistent with the following principles:

- (a) the sample shall allow for:
 - (i) inspection ("**targeted inspection**") of a number of Metering Systems in relation to which non-compliance is suspected, as notified by BSCCo to the TAA or on the basis of the information provided to the TAA by other persons;
 - (ii) inspection ("**re-inspection**") of a number of Metering Systems in relation to which non-compliance was previously identified and has subsequently been reported to have been rectified by the Registrant;
- (b) the sample shall be representative of the Metering Systems respectively registered in CMRS and each SMRS;
- (c) the sample shall be representative of:
 - (i) Meter Operator Agent;
 - (ii) type of Metering Equipment;
 - (iii) Code of Practice;
 - (iv) Registrant;
 - (v) GSP Group (for SVA Metering Systems);
 - (vi) previous inspection(s);

and shall not be biased towards any one Registrant, Meter Operator Agent, GSP Group or type of Metering Equipment.

7.4 Site Visits

7.4.1 The TAA shall notify the Registrant whose Metering System(s) are selected for inspection, giving the Registrant such period of notice prior to the inspection as may be required in accordance with BSCP 26 or BSCP 526 (as the case may be).

7.4.2 The TAA shall invite the Registrant or a nominated representative to attend the inspection, and the Registrant shall ensure that the Meter Operator Agent attends (by a suitably competent person).

- 7.4.3 The Registrant shall confirm to the TAA in accordance with BSCP 26 or BSCP 526 (as the case may be):
- (a) the attendance of the Meter Operator Agent; and
 - (b) the identity of other attendees who will be present.
- 7.4.4 The Registrant shall, in accordance with BSCP 26 or BSCP 526 (as the case may be), make appropriate arrangements to ensure access to all elements of the Metering Equipment being inspected in accordance with the requirements of paragraph 6.
- 7.4.5 The Registrant shall bear all costs of its and its Meter Operator Agent's attending an inspection (but without prejudice to its right to charge any other person for such service pursuant to another agreement or arrangement).

7.5 Non-Compliance

- 7.5.1 The TAA shall determine that a Metering System is non-compliant if, after taking account of any applicable Metering Dispensations, the requirements of the Code and the relevant Code(s) of Practice are not being adhered to and if configurable meter parameters are not consistent with the Meter Technical Details supplied by the Registrant.
- 7.5.2 Where a Metering System has been determined to be non-compliant, the Registrant shall:
- (a) ensure that the non-compliance is rectified, to the extent to which it can be rectified directly by the Meter Operator Agent;
 - (b) otherwise, take all reasonable steps to ensure that a person which can directly rectify the non-compliance does so.
- 7.5.3 Following the rectification of a Metering System which is materially non-compliant, BSCCo shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Registrant to carry out the relevant Code of Practice Four tests and validation testing in accordance with the relevant BSC Procedures and the TAA may attend and/or request details of any such testing carried out.
- 7.5.4 For the purposes of paragraph 7.5.3, a Metering System is "materially non-compliant" if the TAA considers that the non-compliance of that Metering System is likely to affect the quality of data used in Settlement.
- 7.5.5 The Registrant of a Metering System determined by the TAA to be non-compliant following an inspection may refer to the Panel the question of whether the requirements referred to in paragraph 7.5.1 are being adhered to in relation to the Metering System.

7.6 Reporting

- 7.6.1 On completion of an inspection, the TAA shall issue notices of compliance or non-compliance to the Registrant and BSCCo by the date required under BSCP 26 (as regards CVA Metering Systems) or BSCP 526 (as regards SVA Metering Systems).
- 7.6.2 Where a Metering System is determined by an inspection to be non-compliant, the TAA shall provide the Registrant with a report detailing the areas of non-compliance.
- 7.6.3 The TAA shall provide the Registrant with a reminder, in the form of a re-issued non-compliance report, if the Registrant has failed to rectify the non-compliance by the date required under BSCP 26 or BSCP 526 (as the case may be).
- 7.6.4 In relation to each month the TAA shall, by the date required under BSCP 26 or BSCP 526 (as the case may be):
- (a) submit a report (in a format approved by BSCCo) summarising all inspections falling due within that month; and
 - (b) after amending the report to take account of any comments of BSCCo, submit the report to the Panel, the Performance Assurance Board and the BSC Auditor.

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);

(d) in relation to BM Units located in Scotland, if the direction referred to in paragraph 5.5.2(c)(i) was given within a period of 30 days commencing on the BETTA Effective 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 BETTA Effective Date, and any prices 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 BMRAon 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	Whenever provided to any User pursuant to	Twice each year at about 6 month intervals

values	the Grid Code	
3-5 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
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)(c)~~, the Licensed Distribution System Operator which was so responsible as at 1 August 2003; or
- ~~(b) subject to paragraph (c), in relation to those GSPs described in Section K1.8.1(a)(ii), the Scottish Distribution Licensee in respect of that BSP Group under SAS on 1 August 2003; or~~
- (c) if no Licensed Distribution System Operator or Scottish Distribution Licensee 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 in relation to those GSPs described in Section K1.8.1(a)(ii), the Scottish Distribution Licensee in respect of a BSP Group under SAS on 1 August 2003 ceases to be the Distribution System Operator of the principal Distribution System (in that GSP Group) which it operated as at BETTA Go Active 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~~Subject to Section I6.7 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.

1.2.3 Data created under SAS which is:

- (a) in a substantially similar form to the data required under the Code; and

(b) used for a substantially similar purpose to the purpose for which such data is used under the Code; and

(c) produced, created or recorded in connection with Supplier Activity;

("SAS Data") shall be deemed to be data as such term is used in the Code and shall be able to be used where required for the purposes of the Code.

1.2.4 Notwithstanding paragraph 1.2.3 and except as provided in paragraph 1.2.5 SAS Data shall not be used in relation to Annex S-1.

1.2.5 For the purposes of the above paragraph 1.2.3 "Supplier Activity" shall mean:

(a) the steps taken by Suppliers and Supplier Agents to comply with the obligations placed on them by the SAS; and

(b) other trading operations undertaken by Suppliers and Supplier Agents which are governed by the SAS.

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), Annex S-1 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.

2.2.2A A Supplier shall not be obliged to take the steps required by paragraph 2.2.2 solely because its registration pursuant to the Code in respect of a particular SVA Metering System becomes effective as a result of the extension of the Code to Scotland where:

- (a) a SAS Meter Operator has been appointed under SAS and following the BETTA Effective Date the relevant Supplier retains it as a Meter Operator Agent under the Code; and
- (b) the data set out in paragraph 2.2.2 has prior to the BETTA Effective Date been provided to such Meter Operator Agent when it was a SAS Meter Operator.

- 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.

2.3.3A A Supplier shall not be obliged to take the steps required by paragraph 2.3.3 solely because its registration pursuant to the Code in respect of a particular SVA Metering System becomes effective as a result of the extension of the Code to Scotland where:

- (i) a data collector has been appointed under SAS and following the BETTA Effective Date the relevant Supplier retains it as a Data Collector under the Code; and
- (ii) the data set out in paragraph 2.3.3 has prior to the BETTA Effective Date been provided to such Data Collector when it was a data collector under SAS.

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 BSCCo 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.
- 2.4.3A A Supplier shall not be obliged to take the steps required by paragraph 2.4.3 solely because its registration pursuant to the Code in respect of a particular SVA Metering System becomes effective as a result of the extension of the Code to Scotland where:
- (a) a data aggregator has been appointed under SAS and following the BETTA Effective Date the relevant Supplier retains it as a Data Aggregator under the Code; and
 - (b) the data set out in paragraph 2.4.3 has prior to the BETTA Effective Date been provided to such Data Aggregator when it was a data aggregator under SAS.
- 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-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_{ZaKJ}) 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_{ZaKj}) 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 BSCCo 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:

$$SMMC_{ZaKj} = \sum^K_J SMRC_{ZaKj}$$

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 ($SSMMC_{Z_{nan.1}K_{n.1}j}$) 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:

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

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:
- 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
 - 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:

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

- 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:

$$BMMCL_{iaNj} = \sum_{LK}^{(vv)} ((LLF_{Lj} - 1) * ABMMMC_{iaNLKj}) / 1000$$

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 sub-paragraph 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_{HZLPR}) 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 ($NMUE_{H\text{ZLPR}}$); and
- (e) the value of Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption ($NMUDE_{H\text{ZLPR}}$).

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 ($AFYC_{H\text{PR}}$) 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 ($ITAA_{H\text{ZLPR}}$) and the Total Annualised Advances ($TAA_{H\text{ZLPR}}$) 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:

$$ITAA_{H\text{ZLPR}} = \sum^{H\text{ZLPR}}_K AA_{KR}$$

$$TAA_{H\text{ZLPR}} = ITAA_{H\text{ZLPR}} / 1000$$

4.4.8 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of $NMA_{H\text{ZLPR}}$ 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 ($ME_{H\text{ZLPR}}$) 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:

$$ME_{H\text{ZLPR}} = \sum^{H\text{ZLPR}}_K EAC_{KR}$$

4.4.10 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of $NMME_{H\text{ZLPR}}$ 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 ($ME_{H\text{ZLPR}}$) 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 $NMMDE_{H\text{ZLPR}}$ 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 ($DEM_{H\text{ZLPR}}$) 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 ($UE_{H\text{ZLPR}}$) 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:

$$UE_{H\text{ZLPR}} = \sum^{H\text{ZLPR}}_K EAC_{KR}$$

4.4.13 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine the value of $NMUE_{H\text{ZLPR}}$ 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 $NMUDE_{H\text{ZLPR}}$ 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 ($DEU_{H\text{ZLPR}}$) 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 ($DEM_{H\text{ZLPR}}$) 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 ($NMA_{H\text{ZLPR}} + NMME_{H\text{ZLPR}}$) > TP then:

$$DEM_{H\text{ZLPR}} = (ITAA_{H\text{ZLPR}} + ME_{H\text{ZLPR}}) / (NMA_{H\text{ZLPR}} + NMME_{H\text{ZLPR}});$$

but in all other cases:

$$DEM_{H\text{ZLPR}} = GGPCDEAC_{HP} * AFYC_{HPR} .$$

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 ($DEU_{H\text{ZLPR}}$) 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 $NMUE_{H\text{ZLPR}} > TP$ then:

$$DEU_{H\text{ZLPR}} = (UE_{H\text{ZLPR}}) / (NMUE_{H\text{ZLPR}});$$

but in all other cases:

$$DEU_{H\text{ZLPR}} = GGPCDEAC_{HP} * AFYC_{H\text{PR}}$$

- 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 ($TMEAC_{H\text{ZLPR}}$), Total Number Of Metered Non Half Hourly Metering Systems Contributing To Total Metered Estimated Annual Consumption ($TMEACC_{H\text{ZLPR}}$), Total Unmetered Consumption ($TUE_{H\text{ZLPR}}$) and Total Number Of Non Half Hourly Unmetered Metering Systems Contributing To Total Unmetered Consumption ($TMUEC_{H\text{ZLPR}}$) for such Supplier's Metering Systems for which such Non Half Hourly Data Aggregator is responsible according to the following formulae:

$$TMEAC_{H\text{ZLPR}} = (ME_{H\text{ZLPR}} + (NMMDE_{H\text{ZLPR}} * DEM_{H\text{ZLPR}})) / 1000;$$

$$TMEACC_{H\text{ZLPR}} = NMME_{H\text{ZLPR}} + NMMDE_{H\text{ZLPR}};$$

$$TUE_{H\text{ZLPR}} = (UE_{H\text{ZLPR}} + (NNUDE_{H\text{ZLPR}} * DEU_{H\text{ZLPR}})) / 1000; \text{ and}$$

$$TMUEC_{H\text{ZLPR}} = NMUE_{H\text{ZLPR}} + NNUDE_{H\text{ZLPR}}$$

- 4.4.18 Each Supplier shall ensure that each of its Non Half Hourly Data Aggregators shall determine a Supplier Purchase Matrix ($SPM_{H\text{ZaLPR}}$) 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 ($NMA_{H\text{ZLPR}}$);
- (b) Number Of Non Half Hourly Metered Metering Systems Requiring A Default Estimated Annual Consumption ($NMMDE_{H\text{ZLPR}}$);
- (c) Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption ($NNUDE_{H\text{ZLPR}}$);
- (d) Total Number Of Metered Non Half Hourly Metering Systems Contributing To Total Metered Estimated Annual Consumption ($TMEACC_{H\text{ZLPR}}$);
- (e) Total Number Of Non Half Hourly Unmetered Metering Systems Contributing To Total Unmetered Consumption ($TMUEC_{H\text{ZLPR}}$);
- (f) Total Annualised Advance ($TAA_{H\text{ZLPR}}$);
- (g) Total Metered Estimated Annual Consumption ($TMEAC_{H\text{ZLPR}}$); and
- (h) Total Unmetered Consumption ($TUE_{H\text{ZLPR}}$).

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 (or from BSCCo where BSCCo provides the Profile Administration Services in accordance with paragraph C9) 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:

$$SSCEDC_{HPCT} = \sum_R^{HPCT} TPREDC_{HPRT}$$

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:

$$GGPCDEAC_{HP} = \sum_T^{HP} PCEDC_{HPT} * \text{Days in Year} / \text{Days}_{SHP}$$

where Days_{SHP} 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:

$$UAFYC_{HPR} = \max((TPREAC_{HPR} / \sum_R^{HPC} TPREAC_{HPR}), 0.000001);$$

- (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.

5.2A In addition to the data to be procured by the SVAA in accordance with paragraph 5.2 the SVAA shall also procure from the Temperature Provider the following data in relation to Scotland and put in place processes so that such data is input into the Supplier Volume Allocation System in respect of the two days immediately preceding the BETTA Effective Date:

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_H) 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_H) shall be determined as:

$$S = SUNT - S_H = SUNT_H - SIX_PM.$$

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 (or by BSCCo where BSCCo provides the Profile Administration Services in accordance with paragraph C9) 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 (or BSCCo where BSCCo provides the Profile Administration Services in accordance with paragraph C9) 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 (~~$RC_{HQ}RC_{Q(nn)j}$~~) 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 GSP Group; in respect of the relevant Profile "Q";
- (d) for the avoidance of doubt, a value of ~~$RC_{HQ}RC_{Q(nn)j}$~~ 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:

$$\bar{y}_{HQj} = RC_{HQ0j} + (RC_{HQ1j} RC_{Q0j} + (RC_{Q1j} * Mon_T) + (RC_{HQ2j} RC_{Q2j} * Wed_T) + (RC_{HQ3j} RC_{Q3j} * Thu_T) + (RC_{HQ4j} RC_{Q4j} * Fri_T) + (RC_{HQ5j} RC_{Q5j} * NET_H) + (RC_{HQ6j} * S) + (RC_{HQ7j} * (SRC_{Q6j} * S_H) + (RC_{Q7j} * (S_H)^2));$$

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 (or from BSCCo where BSCCo the Profile Administration Services in accordance with paragraph C9) 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:

$$Q_{Rj} = 1 \text{ then } SQ_{Cj} = 1; \text{ and}$$

(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:

$$SQNEW_{C1} = 1 \text{ and } SQNEW_{C2} = 1; \text{ and}$$

(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:
- $$SQNEW_{C_{J1-1}} = 1 ; \text{ and}$$
- (ii) for every other Settlement Period of such Settlement Day:
- $$SQNEW_{C_j} = SQ_{C_j} ; \text{ or}$$
- (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 ($SQNEW_{C_j}$) for each Settlement Period of the Settlement Day then being processed as follows:

$$SQNEW_{C_j} = SQ_{C_j}$$

6.6.11 The SVAA shall determine the On Period Duration (OD_C) as:

$$OD_C = \sum_j SQNEW_{C_j}$$

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 $SQNEW_{C_j} = 0$ 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 $SQNEW_{C_j} = 0$ is true for both such Settlement Periods, then:

- (i) if for every Settlement Period of such Settlement Day the condition $SQNEW_{C_j} = 0$ 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 $SQNEW_{C_j} = 0$ 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 $SQNEW_{C_j} = 1$; and

- (B) the period commencing at the start of the last Settlement Period "j" of such Settlement Day for which $SQNEW_{C_j} = 0$ and $SQNEW_{C_{j-1}} = 1$ and ending at the end of such Settlement Day;

- (b) if there is no Settlement Period "j" of such Settlement Day for which $SQNEW_{C_j} = 0$, 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 $SQNEW_{C_j} = 1$ 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 $SQNEW_{C_j}$ 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 $SQNEW_{C_j} = 1$ 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 $SQNEW_{C_j} = 1$ as J=1 and then shall label the subsequent Settlement Periods in that Settlement Day for which $SQNEW_{C_j} = 1$ in ascending chronological order with ascending integer values of J so that each Settlement Period of the Settlement Day for which $SQNEW_{C_j} = 1$ 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 $SQNEW_{C_j} = 1$ 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 $SQNEW_{C_j} = 1$ 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 the 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

Σ_{OFF} is the summation over all Settlement Periods in the Settlement Day for which $\text{SQNEW}_{\text{Cj}} = 0$;

- (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 ($\text{AAFYC}_{\text{HPR}}$) 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 ($\text{AAFYC}_{\text{HPR}}$) 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 ($\text{AAFYC}_{\text{HPR}}$) 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 ($\text{AAFYC}_{\text{HPR}}$) 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:
- $$\text{BF}_{\text{HPC}} = (1 + \text{H}_{\text{HPC}}) * \text{NF}_{\text{HPC}}; \text{ and}$$
- $$\text{SW}_{\text{HPC}} = \text{LOWF}_{\text{HPC}} - (\text{H}_{\text{HPC}} * \text{NF}_{\text{HPC}}); \text{ and}$$
- (e) in respect of each Settlement Period of the Settlement Day determine the Normal Register Profile Coefficients ($\text{NRPC}_{\text{HPCj}}$) and the Low Register Profile Coefficients ($\text{LRPC}_{\text{HPCj}}$) as follows:
- (i) if for such Settlement Period "j", $\text{SQ}_{\text{Cj}} = 1$, then:
- $$\text{LRPC}_{\text{HPCj}} = \max(((\text{BAP}_{\text{HQj}} * \text{BF}_{\text{HPC}}) + (\text{SLP}_{\text{HPCj}} * \text{SW}_{\text{HPC}})), 0); \text{ and}$$
- $$\text{NRPC}_{\text{HPCj}} = 0; \text{ or}$$
- (ii) if for such Settlement Period "j", $\text{SQ}_{\text{Cj}} = 0$, then:
- $$\text{LRPC}_{\text{HPCj}} = 0; \text{ and}$$
- $$\text{NRPC}_{\text{HPCj}} = \max((\text{BAP}_{\text{HQj}} * \text{BF}_{\text{HPC}}), 0).$$

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 ($\text{PPCC}_{\text{HPRj}}$) 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:

$$CORC_{iNj} = (C_{iNj} + CLOSS_{iNj}) * (1 + (CF_{Hj} - 1) * WT_N)$$

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:

$$SDT_{HZj} = \sum^{HZ} i (\sum_N CORC_{iNj})$$

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:

$$NCSDT_{HZj} = \sum^{HZ} i (\sum_{N(ne)} CORC_{iNj})$$

$$CCSDT_{HZj} = SDT_{HZj} - NCSDT_{HZj}$$

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:

$$BMUADV_{ij} = \sum_N CORC_{iNj}$$

- 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:

$$SCT_{HZj} = \max (\sum^{HZ} i \sum_{N(AI)} CORC_{iNj} , 0)$$

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.

ANNEX X-1: GENERAL GLOSSARY

"100kW Premises":	means: <ul style="list-style-type: none">(i) any premises where the average of the maximum monthly electrical demands in the three months of highest maximum demand in any period of twelve consecutive months commencing on or after 1st January, 1993 exceeds 100kW; or(ii) any premises where the Profile of a Customer's electrical demand implies an average of the maximum monthly electrical demands in the three months of highest maximum demand in any period of twelve consecutive months commencing on or after 1st January, 1993 exceeding 100kW; or(iii) any premises where the electrical supply to a CVA Customer is measured by one or more CVA Metering Systems; or(iv) an Unmetered Supply where the relevant Distribution System Operator has agreed that the maximum demand is above 100kW; or(v) any premises which are for the time being declared by a Supplier in accordance with the relevant BSC Procedure to have a maximum demand in excess of 100kW;
"1998 Programme Costs":	has the meaning given to that term in Section D5.1.1;
"1998 Programme Recovery Period":	has the meaning given to that term in paragraph 1.1.2 of Annex D-5;
"Acceptance":	means a communication which is classed as an "Acceptance" in accordance with Section Q or, where the context so requires, the Acceptance Data and the associated Bid-Offer Acceptance Number k which have been derived from that communication;
"Accession Agreement":	means an agreement in the form set out in Annex A-1 whereby a Party Applicant accedes to the Framework Agreement;
"Accreditation":	means, subject to Section J3.7, written confirmation by the Performance Assurance Board that an Applicant has, in the opinion of the Performance Assurance Board, satisfied the relevant Accreditation Requirements (and " Accredited " shall be construed accordingly);
"Accreditation Process":	means the process set out in Section J and BSCP 531 whereby an Applicant is assessed to determine whether it

satisfies the Accreditation Requirements;

"Accreditation Requirements": means, in relation to an Applicant, the requirements which that Applicant is required to satisfy in order to perform the specific function or functions for which it is applying to be Accredited (being one or more of the functions for which Accreditation is required pursuant to Section J) as set out in BSCP 531;

"Accredited Person": means:

- (i) a person who is Accredited;
- (ii) for the purposes of Section J3.7, a person whose Accreditation has been removed by the Performance Assurance Board, or whose Accreditation the Performance Assurance Board has resolved to remove, pursuant to Section J3.4; and
- (iii) where the context so admits, an Applicant;

"Act": means the Electricity Act 1989;

"Active Energy": means the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of instantaneous Active Power, measured in units of watt-hours or standard multiples thereof;

"Active Power": means the product of voltage and the in-phase component of alternating current measured in units of watts and standard multiples thereof, that is:

1000 Watts = 1 kW

1000 kW = 1 MW

"Additional BM Unit": has the meaning given to that term in Section K3.3.5;

"Additional BM Unit Monthly Charge": has the meaning given to that term in paragraph 3.1 of Annex D-3;

"Ad-hoc Trading Charge": has the meaning given to that term in Section N6.9;

"Advice Notes": means a note issued by the FAA on a Notification Date setting out amounts payable by or to a Payment Party on the relevant Payment Date in accordance with Section N7.1.1;

"Affected BM Unit": has the meaning given to that term in Section K.7.1.1;

"Affected Date": has the meaning given to that term in Section N9.2.1;

"Affiliate": means, in relation to any Party, any holding company of that Party, any subsidiary of that Party or any subsidiary of a holding company of that Party, in each case within

the meaning of sections 736, 736A and 736B of the Companies Act 1985, but subject to Section X2.2.5 in relation to the Transmission Company;

"Agency System":	means, in relation to an Accredited Person, the particular systems and procedures of that person (or for which that person is responsible) relevant to the specific function for which it is, or is applying to be, Accredited;
"Aggregate Pool NETA Costs":	has the meaning given to that term in paragraph 2.1.2 of Annex D-5;
"Aggregate PES Recoverable Amount":	has the meaning given to that term in paragraph 1.1.1 of Annex D-5;
"Aggregation Rules":	has the meaning given to that term in Section R3.1.1;
"Allocation Schedule":	means a schedule prepared in connection with a Shared SVA Meter Arrangement in accordance with BSCP 550 which splits the Active Energy measured by the Shared SVA Metering System for each Settlement Period between two or more Suppliers such that the net energy allocation to the Suppliers is equal to such metered Active Energy;
"Alternative Modification":	has the meaning given to that term in Section F2.6.4;
"Amount in Default":	has the meaning given to that term in Section N9.1;
"Annual BSC Costs":	has the meaning given to that term in Section D2.1.1;
"Annual BSC Meeting":	means the meeting referred to in Section B6.2;
"Annual BSC Report":	means the report to be prepared in respect of each BSC Year pursuant to Section B6.1;
"Annual Budget":	means, in respect of each Plan Year, the budget referred to in Section C6.1.1(b);
"Annual Default Costs":	has the meaning given to that term in Section D2.1.1;
"Annual Funding Share":	has the meaning given to that term in Section D1.2.1(e);
"Annual Holiday Periods":	has the meaning given in M1.5A;
"Annual SVA Costs":	has the meaning given to that term in Section D2.1.1;
"Apparatus":	means all equipment in which electrical conductors are used or supported or of which they form part;
"Applicable Balancing Services":	means Balancing Services in respect of which the Transmission Company submits or is to submit data pursuant to Section Q6.4;
"Applicable Balancing Services Volume Data":	means the data in respect of a BM Unit and a Settlement Period representing volume of Active Energy associated with the provision of Applicable Balancing Services as

sent by the Transmission Company to the SAA and BMRA pursuant to Section Q6.4;

"Applicable BSC Objective(s)": has the meaning given to that term in the Transmission Licence;

"Applicant": means a person wishing to carry out one or more of the functions for which Accreditation is required pursuant to Section J and who, in accordance with that Section, applies for one or more of its Agency Systems to be Certified and/or for itself to be Accredited and, where the context so admits, shall include a person applying for re-Certification of any of its Agency Systems in accordance with that Section;

"Application Fee": means the application fee (if any) set by the Panel from time to time in accordance with Section A2.5 as the fee payable by a Party Applicant;

"Appointment Day": has the meaning given to that term in Section K.7.1.1;

"Approved Modification": means a modification to the Code which has been made pursuant to Section F1.1.1 but which has not yet been implemented;

"Assessment Procedure": means the procedure described in Section F2.6;

"Associated Distribution System": means, in relation to a Licensed Distribution System Operator (or SMRA, as the case may be), a Distribution System:

- (i) which is not operated by a Licensed Distribution System Operator; and
- (ii) in respect of which all the entry/exit points are subject to registration in such Licensed Distribution System Operator's (or SMRA's) SMRS pursuant to the provisions of the MRA;

and, for these purposes, 'entry/exit point' means a point at which electricity may flow on to or off such Distribution System other than from or to the Transmission System or another Distribution System;

"Authorised Recipient": has the meaning given to that term in Section H4.1.1;

"Authority": means:

- (i) until both section 1(1) and section 3(1) of the Utilities Act 2000 are brought into force, the Director General of Electricity Supply;
- (ii) thereafter, the Gas and Electricity Markets Authority established by section 1(1) of the Utilities Act 2000;

"Balancing Mechanism Reporting Agent" or "BMRA":	means the BSC Agent for Balancing Mechanism Reporting in accordance with Section E;
"Balancing Mechanism Reporting Service" or "BMRS":	means the service provided by the BMRA as described in Section V;
"Balancing Services":	has the meaning given to that in the Transmission Licence;
"Balancing Services Adjustment Data" or "BSAD":	means the data to be sent by the Transmission Company to the SAA and the BMRA pursuant to Section Q6.3;
"Base BM Unit":	has the meaning given to that term in Section K3.3.5;
"Base BM Unit Monthly Charge":	has the meaning given to that term in paragraph 3.1 of Annex D-3;
"Base Rate":	means the rate of interest published from time to time by the BSC Banker as its base rate;
"BETTA Effective DateBDTP":	<u>[to be developed during transition drafting];</u> <u>means a document entitled BETTA Data Take On Procedure and allotted a particular number;</u>
<u>"BETTA":</u>	<u>has the meaning set out in the Transmission Licence;</u>
<u>"BETTA Effective Date":</u>	<u>means the date, subsequent to BETTA Go Active which is publicly announced by the Authority as the BETTA Effective Date;</u>
"BC":	means a Balancing Code forming part of the Grid Code;
"BMRS Zone":	means the zones set from time to time by the Panel in consultation with the Transmission Company for the purposes of Section V
"BM Auditor":	has the meaning given to that term in Section H5.1.5;
"BM Unit":	means a unit established and registered (or to be established and registered) by a Party in accordance with Section K3 or, where the context so requires, the Plant and/or Apparatus treated as comprised in or assigned to such unit for the purposes of the Code;
"Board":	means the board of Directors of BSCCo;
"Borrowing Account":	means the borrowing account established with the BSC Banker in the name of the BSC Clearer pursuant to Section N4.1.(d);
"Boundary Point":	means a point at which any Plant or Apparatus not forming part of the Total System is connected to the Total System;
"Boundary Point Metering System":	means a Metering System which measures Exports or Imports at a Boundary Point;

"British Grid Systems Agreement":	means the agreement of that title made between the Transmission Company, Scottish-Hydro Electric PLC and Scottish Power plc inter alia regulating the relationship between their respective grid systems;
"BSC 1998 Start Date":	has the meaning given to that term in paragraph 1.1.2 of Annex D-5;
"BSC Account":	has the meaning given to that term in Section N4.1;
"BSC Agent":	means the person or persons for the time being appointed for the purposes of providing the services specified in a BSC Service Description, as described in Section E;
"BSC Agent Contract":	means a contract between BSCo and a BSC Agent for the provision of services in accordance with the requirements of Section E;
"BSC Agent System":	the BSC System(s) of a BSC Agent;
"BSC Audit":	has the meaning given to that term in Section H5.1.1;
"BSC Auditor":	means the BSC Agent for BSC Audit in accordance with Section E;
"BSC Audit Report":	has the meaning given to that term in Section H5.4.1;
"BSC Banker":	means the bank for the time being approved by the Panel for the purposes of Section N4.2.1;
"BSC Clearer":	means Elexon Clear Limited (or any successor to that company in the capacity of the BSC Clearer);
"BSC Company":	means BSCCo and each Subsidiary of BSCCo;
"BSC Costs":	has the meaning given to that term in Section D2.1.1(a);
"BSC Creditor":	means, in relation to a Payment Date in respect of a Settlement Day, any Payment Party to whom an amount is payable by the BSC Clearer pursuant to Section N;
"BSC Debtor":	means, in relation to a Payment Date in respect of a Settlement Day, any Payment Party by whom an amount is payable to the BSC Clearer pursuant to Section N;
"BSC NETA Funding Amount":	has the meaning given to that term in paragraph 2.2 of Annex D-3;
"BSC Procedure" or "BSCP":	means a document of that title, as established or adopted and from time to time modified by the Panel in accordance with the Code, setting out procedures to be complied with (by Parties, Party Agents, BSC Agents, BSCCo, the Panel and others) in, and other matters relating to, the implementation of the Code;
"BSC Requirements for the	means the provisions referred to in Annex K-1, as

- MRA**": modified from time to time in accordance with the Code;
- "BSC Season"**: has the meaning given to that term in Section K3.4.9;
- "BSC Service Description"**: means a document of that title, as established or adopted and from time to time modified by the Panel in accordance with the Code, setting out requirements as to particular services which are to be provided centrally as provided in Section E;
- "BSC Systems"**: means:
- (i) the computer systems and the processes used by each of the BSC Agents and required in connection with the services provided by the BSC Agents as described in Section E; and
 - (ii) so far as used in Settlement, any other computer systems and processes operated or procured by BSCCo;
- or where the context requires, all such systems and processes collectively;
- "BSC Website"**: means the website established and maintained by BSCCo for the purposes of the Code;
- "BSC Year"**: each successive period of 12 months beginning on 1st April in each year, provided that the first BSC Year shall (unless the context otherwise requires) be the period from the Go-live Date to 31st March 2002;
- "BSCCo"**: means Elexon Limited (or any successor to that company acting in the capacity as BSCCo);
- "BSCCo Accounting Policies"**: means the accounting policies of BSCCo from time to time pursuant to Section D2.3.1;
- "BSCCo Charges"**: has the meaning given to that term in Section D1.1.3;
- "BSCCo Materials"**: means:
- (i) any and all of the Code, Modification Proposals, Proposed Modifications, Alternative Modifications, Approved Modifications, Code Modifications, Code Subsidiary Documents, proposed or approved modifications to Code Subsidiary Documents; and
 - (ii) any other documents established or adopted under the Code or any Code Subsidiary Document (whether or not referred to in the Code or a Code Subsidiary Document); and
 - (iii) the documents, materials, reports, diagrams, charts and specifications in respect of which BSCCo or any other BSC Company has rights by

virtue of the BSC Agent Contracts (relating to BSC Systems); and

- (iv) any other documents, materials, reports, diagrams, charts or specifications relating to any other BSC Systems; and
- (v) any other documents, works, materials, ideas, inventions, designs or proposals (in whatever form) arising out of or in connection with the central administration, operation or development (by the Panel, Panel Committees and BSCCo) of the Code and the Code Subsidiary Documents,

howsoever and by whomsoever any of the foregoing are produced or compiled and including all drafts and working papers relating thereto;

"BSCCo Shareholder":

means the Transmission Company in its capacity as holder of all of the issued share capital of BSCCo;

"BSP Group":

means either of those distinct electrical systems in place under SAS and consisting of:

- (i) all or part of the distribution system;
- (ii) exempt distribution system; or
- (iii) Grid-connected composite site(s); or
- (iv) Grid-connected customer site(s);

supplied from one or more Bulk Supply Points and which were known, under SAS as North Scotland _P and South Scotland _N respectively;

"Bulk Supply Point":

means a point of supply from a transmission system to a:

- (i) Distribution System; or
- (ii) Exempt Distribution System; or
- (iii) Grid-connected composite site; or
- (iv) Grid-connected customer site;

and which was located in Scotland and known as a Bulk Supply Point under SAS;

"Business Day":

means a day (other than a Saturday or a Sunday) on which banks are open in London for general interbank business in Sterling and, in relation to payment in euro, any such day when in addition the Trans European Automated Real-time Gross Settlement Express Transfer System is operating;

"Business Person/Personnel":	has the meaning given to that term in Section H4.1.1;
"Business Strategy":	has the meaning given to that term in Section C6;
"Cash Cover":	means (subject to the provisions of Section N) cash for the time being delivered by a Trading Party to the FAA in accordance with Section M2.1.1(b);
"CCGT Module":	has the meaning given to that term in the Grid Code;
"Central Data Collection Agent" or "CDCA":	means the BSC Agent for Central Data Collection in accordance with Section E;
"Central Meter Registration Service" or "CMRS":	means the service for registration of data relating to CVA Metering Systems maintained (for the purposes of the Code) by the Central Data Collection Agent;
"Central Registration Service" or "CRS":	means the service for registration of data maintained (for the purposes of the Code) by the Central Registration Agent as described in Sections A4 and K;
"Central Registration Agent" or "CRA":	means the BSC Agent for Central Registration in accordance with Section E;
"Central Volume Allocation":	means the determination of quantities of Active Energy to be taken into account for the purposes of Settlement in respect of Volume Allocation Units;
"Certification":	means written confirmation by the Performance Assurance Board that a particular Agency System has, in the opinion of the Performance Assurance Board, satisfied the Certification Requirements and, where the context so admits, shall include re-Certification of Agency Systems (and "Certify" and "Certified" shall be construed accordingly);
"Certification Agent":	means the BSC Agent for Certification in accordance with Section E;
"Certification Documentation":	has the meaning given to that term in Section J3.2.1;
"Certification Process":	means the process set out in Section J and BSCP 531 whereby a particular Agency System is assessed to determine whether it satisfies the Certification Requirements;
"Certification Requirements":	means, in relation to any Agency System of a person, the requirements which such Agency System is required to satisfy in order to perform the specific function or functions for which such person has had, or is applying to have, such Agency System Certified (being one or more of the functions for which Agency Systems are required to be Certified pursuant to Section J), as set out in BSCP 531;
"CHAPS":	means the Clearing House Automated Payments System;

"Chief Executive":	means the person appointed from time to time as chief executive of BSCCo by the Board in accordance with Section C4.6;
"Class":	in relation to a Trading Unit Application, means a Class as referred to in Annex K-2;
"Clearing Account":	means the clearing account established with the BSC Banker in the name of the BSC Clearer pursuant to Section N4.1.1(a);
"Code":	means this Balancing and Settlement Code, as from time to time modified by the Transmission Company in accordance with the Transmission Licence; and references to the Code include the Code as given contractual force and effect by the Framework Agreement;
"Code Effective Date":	means the date of the Framework Agreement;
"Code Modification":	means a modification made to the Code as set out in Section F1.1.1;
"Code of Practice":	means a code of practice, as established or adopted and from time to time modified by the Panel in accordance with the Code, relating to Metering Equipment or any part or class thereof;
"Code Subsidiary Document":	means any document referred to in Section H1.2.4 as modified from time to time in accordance with Section F3; <u>and/or I</u> ;
"Collection Account":	means a collection account established with a Collection Bank, in the name of the BSC Clearer pursuant to Section N4.1.1(b);
"Collection Banks":	means such branches of such banks in the United Kingdom as may from time to time be determined by the Panel for the purposes of Section N;
"Committee Member":	means a member of a Panel Committee;
"Communication":	has the meaning given to that term in Section O1.1.3;
"Communications Equipment":	means, at or relating to any Boundary Point or Systems Connection Point, in respect of any Metering Equipment: (i) the terminating equipment (which may include a modem) necessary to convert data from such Metering Equipment into a state for transmission to the CDCA for the purposes of Central Volume Allocation or to a Data Collector for the purposes of Supplier Volume Allocation; and (ii) the exchange link which is connected to that terminating equipment;

but does not include an Outstation;

- "Communications Medium":** has the meaning given to that term in Section O1.1.3;
- "Communication Requirements Document":** has the meaning given to that term in Section O2.2.1(b);
- "Competent Authority":** means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Union;
- "Confidential Information":** means, in relation to a Party, all data, documents and other information supplied to that Party, that Party's Party Agent or any nominee of that Party by or on behalf of another Party (or Party Agent) or by or on behalf of the Panel, any Panel Committee, any Modification Group, a BSC Agent or a Market Index Data Provider under or pursuant to the provisions of the Code or any Code Subsidiary Document and, additionally, where the Party is a Supplier who was also 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 or being, or being the successor to, the holder at the BETTA Effective Date of a PES Supply Licence relating to distribution activities in Scotland, acting in that capacity), any data and other information which is held in respect of a Customer and which was previously acquired by that Supplier acting in its capacity as such a Distribution System Operator;
- "Confirmation Notice":** means a notice issued pursuant to and in accordance with Section N10.1;
- "Confirmed VNNR":** has the meaning given to that term in P4A.4.4;
- "Connection Agreements":** means the Master Connection and Use of System Agreement, the Supplemental Agreements, the Supplier's Connection Agreements, any Unmetered Supply connection agreement, the Supplier's Use of System Agreements and the Interconnection Agreements, and **"Connection Agreement"** means any or (as the context may require) a particular one of them;
- "Consumption BM Unit":** means a BM Unit which:
- (i) in the case of a BM Unit other than an Interconnector BM Unit, is classified as a Consumption BM Unit in accordance with the provisions of Section K3.5.2 or, in the case of an Exempt Export BM Unit, the Lead Party has elected to treat as a Consumption BM Unit pursuant to Section K3.5.5; and
 - (ii) in the case of an Interconnector BM Unit, is

designated by the CRA as a 'Consumption' BM Unit pursuant to Section K5.5.5;

"Consumption Interconnector BM Unit":	an Interconnector BM Unit designated by the CRA as a 'Consumption' BM Unit;
"Consumption Energy Account":	means an Energy Account designated by the CRA as a 'Consumption' Energy Account;
"Contiguous Assets":	has the meaning given to that term in Annex K-2;
"Contingency Provision":	has the meaning given to that term in Section G1.1.4;
"Contract Principles":	has the meaning given to that term in Section E2.3.1;
"Contract Trading Party":	means a Trading Party or the Transmission Company;
"Contracting Party":	has the meaning given to that term in Section H7.2.1;
"Core Industry Document":	has the meaning given to that term in Section F1.6.4;
"Core Industry Document Owner":	has the meaning given to that term in Section F1.6.3;
"Corporate Functions Person":	has the meaning given to that term in Section H4.1.1;
"Credit Assessment Load Factor":	means a factor for the time being applicable in relation to a BM Unit in accordance with Section M1.5;
"Credit Assessment Price":	has the meaning given to that term in Section M1.4.1;
"Credit Cover":	means credit cover provided or to be provided by a Trading Party in accordance with Section M;
"Credit Cover Error":	has the meaning given to that term in Section M4.1.4(a);
"Credit Cover Error Compensation":	has the meaning given to that term in Section M4.1.1;
"Credit Cover Error Period":	has the meaning given to that term in Section M4.1.4(b)(ii);
"Credit Cover Percentage":	has the meaning given to that term in Section M3.1;
"Credit Default":	means Level 1 Credit Default or Level 2 Credit Default;
"Credit Default Refusal Period":	has the meaning given to that term in Section M3.3.3;
"Credit Default Rejection Period":	has the meaning given to that term in Section M3.3.3;
"Credit Facility":	means the facility referred to in Section N4.9.1;
"Customer":	means a CVA Customer or a SVA Customer (or either of them) as the case may be;

"CVA Boundary Point":	means a Boundary Point, the Exports and Imports at which are or are to be measured by CVA Metering System(s);
"CVA Customer":	means a person to whom electrical power is provided, whether or not that person is the provider of that electrical power; and where that electrical power is measured by a CVA Metering System;
"CVA Metering Equipment":	means Metering Equipment which is or is to be comprised in a CVA Metering System (whether or not also comprised in an SVA Metering System);
"CVA Metering System":	means a Metering System (at a Boundary Point or a Systems Connection Point) which in accordance with Section K is or is to be registered in the Central Meter Registration Service;
"D+1":	has the meaning given to that term in Section N9.5.1;
"D+2":	has the meaning given to that term in Section N 9.6.1;
"Data Aggregator":	means a Party Agent appointed by a Supplier in accordance with Section S to carry out the aggregation of metering data received from Data Collectors and to forward such aggregated data to the SVAA;
"Data Catalogue":	has the meaning given to that term in Section O1.1.3;
"Data Collector":	means a Party Agent appointed by a Supplier in accordance with Section S to retrieve, validate and process metering data in relation to SVA Metering Equipment;
"Data File Catalogue":	has the meaning given to that term in Section O2.2.1;
"Data Transfer Service Agreement":	means the agreement for the provision of a data transfer service dated 30th July, 1997 and made between the Service Controller (as therein defined) and users of the Data Transfer Service (as therein defined);
"Data Transfer Service Provider":	means a person providing data transfer services as described in Section J1.3.3;
"De Minimis Acceptance Threshold":	has the meaning given to that term in Section T1.7.1;
"De Minimis Accepted Bids":	has the meaning given to that term in Annex T-1 1A.1(a);
"De Minimis Accepted Offers":	has the meaning given to that term in Annex T-1 1A.1(b);
"Dedicated Assets":	has the meaning given to that term in Annex K-2.1.3.2;
"de-energisation":	means in relation to any Boundary Point or Systems Connection Point (or the Plant or Apparatus connected to any System at such a point) the movement of any isolator, breaker or switch or the removal of any fuse whereby no

electricity can flow at such point to and from a System; and **"de-energised"** shall be construed accordingly;

"Default" :	has the meaning given to that term in Section H3.1.1;
"Default Funding Share" :	has the meaning given to that term in Section D1.3.1;
"Default Interest Rate" :	means a rate of interest determined as the Base Rate plus 2 percentage points per annum;
"Default Party Charge Share" :	has the meaning given to that term in Section D5.1.5;
"Default Payment Date" :	has the meaning given to that term in Section N9.6.6;
"Default Rate" :	has the meaning given to that term in Section N9.1;
"Default Share Amount" :	has the meaning given to that term in Section N9.6.4(b);
"Defaulting Party" :	has the meaning given to that term in Section H3.1.1;
"Defendant Contracting Party" :	has the meaning given to that term in Section H7.2.1;
"Definition Procedure" :	means the procedure described in Section F2.5;
"Demand Capacity" or "DC" :	has the meaning given to that term in Section K3.4.8;
"Deputy Panel Chairman" :	means the person appointed to act as deputy panel chairman from time to time pursuant to Section B2.15.1;
"Directive" :	means any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance therewith is in accordance with the general practice of persons to whom such directive, requirement, instruction, direction or rule is addressed) and includes any modification, extension or replacement thereof then in force;
"Director" :	means a director of BSCCo;
"Disclose" :	has the meaning given to that term in Section H4.1.1;
"Discontinuance Date" :	has the meaning given to that term in Section A5.3.2;
"Discontinuing Party" :	has the meaning given to that term in Section A5.3.1;
"Disputes Secretary" :	has the meaning given to that term in Section W2.6.1;
"Dissatisfied Accredited Person" :	has the meaning given to that term in Section J3.7.1;
"Distribution Code" :	has the meaning given to that term in the Transmission Licence;
"Distribution Interconnector" :	means an Interconnector whose connection to the Total System is only to a Distribution System;

"Distribution Interconnector Boundary Point":

means a Boundary Point at which a Distribution Interconnector is connected to a Distribution System;

"Distribution Licence":

means:

- (i) until section 28 of the Utilities Act 2000 is brought into force, a PES Supply Licence;
- (ii) thereafter, has the meaning given to that term in the Act;

"Distribution System":

means:

- (i) all or part of a distribution system in Great Britain operated by a Licensed Distribution System Operator; and
- (ii) all or part of any other distribution system in Great Britain for which the condition is satisfied that all entry/exit points are subject to registration in SMRS pursuant to the provisions of the MRA;

provided that:

- (a) such distribution system or part thereof is connected to the Transmission System at Grid Supply Points which fall within only one Group of GSPs, and
- (b) where part only of a distribution system is comprised in a Distribution System, each other part thereof must be comprised in one or more other Distribution Systems;

where:

- (1) 'distribution system' has the meaning given to that term in section 4(4) of the Act, following amendment of the Act by section 28 of the Utilities Act 2000;
- (2) 'entry/exit point' means a point at which electricity may flow on to or off such distribution system other than from or to the Transmission System or another such system or a distribution system referred to in paragraph (i) above;

Except that prior to the BETTA Effective Date every use of the words Great Britain in such meaning shall be deemed to be a reference to England and Wales;

"Distribution System Operator":

means:

- (i) a Licensed Distribution System Operator;
- (ii) any other Party which distributes electricity for

the purposes of section 4(1)(bb) of the Act (as inserted or to be inserted by section 28 of the Utilities Act 2000) through a Distribution System, acting in that capacity;

"Distribution Systems Connection Point" :	means a Systems Connection Point at which two Distribution Systems are connected;
"Domestic Premises" :	has the meaning given to that term in each Supply Licence;
"Drawing" :	has the meaning given to that term in Section N9.1;
"Dynamic Data Set" :	has the meaning given to that term in Section Q2.1;
"Earliest Nullification Effective Period" :	means the first Settlement Period on that Settlement Day not to have passed Gate Closure at the time the ECVAA issues the VNNCR in accordance with P4A.4;
"ECVAA System Failure" :	has the meaning given to that term in Section P5.1.1;
"ECVNA Authorisation" :	means an authorisation, by or on behalf of Contract Trading Parties pursuant to Section P, of a person to act as Energy Contract Volume Notification Agent;
"EdF Documents" :	means any agreement for the time being and from time to time made between the Transmission Company and Electricité de France, Service National relating to the use or operation of the relevant Interconnector;
"electricity" :	means Active Energy and Reactive Energy;
"Electricity Arbitration Association" :	means the unincorporated members' club of that title formed inter alia to promote the efficient and economic operation of the procedure for the resolution of disputes within the electricity supply industry by means of arbitration or otherwise in accordance with its arbitration rules;
"Emergency Instruction" :	has the meaning given to that term in the Grid Code;
"energisation" :	means, in relation to any Boundary Point or Systems Connection Point (or any Plant or Apparatus connected to any System at such a point), the movement of any isolator, breaker or switch or the insertion of any fuse, so as to enable electricity to flow, at such point to and from a System; and " energise " and " energised ", shall be construed accordingly;
"Energy Account" :	means an account held or to be held by a Party for the purposes of accounting in Settlement for quantities of Active Energy;
"Energy Contract Volume" :	is defined in Annex X-2;
"Energy Contract Volume	means, in relation to any Settlement Period, a quantity (in MWh) of Active Energy as referred to in Section

Data ":	P2.3.2(a)(v);
"Energy Contract Volume Aggregation" :	means the BSC Agent for Energy Contract
"Agent" or "ECVAA" :	Volume Aggregation in accordance with Section E;
"Energy Contract Volume Notification" :	means a notification of Energy Contract Volume(s) in relation to Settlement Period(s) in any Settlement Day(s);
"Energy Contract Volume Notification Agent" or "ECVNA" :	means a person authorised under Section P and in accordance with Section J as Party Agent by Contract Trading Parties to submit Energy Contract Volume Notifications on their behalf;
"Energy Credit Cover" :	has the meaning given to that term in Section M2.4.1;
"Energy (From) Account" :	means has the meaning given to that term in Section P1.3.5;
"Energy Indebtedness" :	has the meaning given to that term in Section M1.2.1;
"Energy (To) Account" :	means has the meaning given to that term in Section P1.3.5;
"energywatch" :	means the forum of that name comprising the chairmen of the Electricity Consumers' Committees established under the Act or such other body or bodies, designated for the purposes of the Code by the Authority, as may replace such forum from time to time;
"Entry Processes" :	means the Supplier Entry Process and the SMRS Entry Process;
"Equipment Owner" :	means, in relation to a Metering System, a person which is the owner of Metering Equipment comprised in that Metering System but is not the Registrant of that Metering System;
"Equivalent Meter" :	means, in relation to an Unmetered Supply, the hardware and software that is used to calculate the half hourly consumption of electricity associated with such Unmetered Supply, which hardware and software meets the specification therefor set out in BSCP 520;
"Equivalent Unmetered Supply" :	means an Unmetered Supply with a Measurement Class of unmetered half hourly consumption;
"Exemptable Generating Plant" :	means Generating Plant which is Exemptable, as defined in Section K1.2.2;
"Exempt Export BM Unit" :	means a BM Unit which comprises Exemptable Generating Plant, for which the Lead Party is the Party responsible for Exports, subject to Section K3.3A;
"Exemption" :	means an exemption granted under section 5 of the Act;

"Expected Transfer":	has the meaning given to that term in Section R7.1.3;
"Export":	has the meaning given to that term in Section K1.1.4(b) as interpreted in accordance with the provisions of Section K1.1.4;
"Expulsion Date":	has the meaning given to that term in Section A5.2.4;
"Expulsion Notice":	has the meaning given to that term in Section A5.2.4;
"External System":	<p>means an electricity transmission system or electricity distribution system which is outside the authorised-area specified in Schedule 1 of the Transmission Licence and is electrically linked to a System;</p> <p><u>except that during the Transition Period:</u></p> <p><u>means an electricity transmission system or electricity distribution system which is outside the area covered by the Total System and is electrically linked to a System;</u></p>
"Externally Interconnected System Operator":	means the person which operates an External System;
"Extra-Settlement Determination":	has the meaning given to that term in Section U2.3;
"failing Supplier":	has the meaning given to that term in Section K.7.1.1;
"Final Physical Notification Data":	means, in respect of a Settlement Period and a BM Unit, the data which is referred to in Section Q3.2.2 and which complies with the requirements of Section Q3.2.3;
"Final Reconciliation Settlement Run":	has the meaning given to that term in Section U2.3;
"First Reconciliation Settlement Run":	has the meaning given to that term in Section U2.3;
"Final Reconciliation Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"First Reconciliation Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"First Settlement Period":	has the meaning given to that term in Section H2.3.3;
"Framework Agreement":	means the BSC Framework Agreement, as defined in the Transmission Licence;
"Fuel Security Code":	means has the meaning given to that term in the Transmission Licence;
"Funding Party":	has the meaning given to that term in Section D5.1.2;
"Funding Party Payment":	has the meaning given to that term in Section D5.1.2;

"Funding Shares" :	has the meaning given to that term in Section D1.2.1;
"Funds Administration Agent" or "FAA" :	means the BSC Agent for Funds Administration in accordance with Section E1.2.4;
"Funds Transfer Agreement" :	means the funds transfer agreement entered or to be entered into by the FAA, the BSC Clearer and the BSC Banker pursuant to Section N4.2.1;
"Gate Closure" :	means, in relation to a Settlement Period, the spot time 1 hour before the spot time at the start of that Settlement Period;
"Generating Plant" :	means an installation comprising one or more Generating Units (even where sited separately), other than an Interconnector, owned and/or controlled by the same person, which may reasonably be considered as being managed as one power station;
"Generating Unit" :	means any Apparatus which produces electricity;
"Generation Capacity" or "GC" :	has the meaning given to that term in Section K3.4.8;
"Generation Licence" :	a licence granted pursuant to section 6(1)(a) of the Act, as modified from time to time;
"Generator Compensation Instruction" :	means an instruction, relating to a Generator Compensation Amount, which has been authorised and delivered to BSCCo by a Generator (as defined in the Fuel Security Code) pursuant to and in accordance with the Fuel Security Code;
"Go-live Date" :	means the date designated by the Secretary of State for the start of trading under the Code; and unless the context otherwise requires, means 00:00 hours on that date;
"Good Industry Practice" :	means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
"Great Britain" :	has the meaning given to that term in Schedule 1 of the Transmission Licence;
"Grid Code" :	has the meaning given to that term in the Transmission Licence;
"Grid Supply Point" :	means a Systems Connection Point at which the Transmission System is connected to a Distribution System;
"Group of GSPs" :	means one or more Grid Supply Points for the time being established as forming such a group in accordance with Section K1.8;

"GSP Group":	means a distinct electrical system, consisting of: <ul style="list-style-type: none">(i) the Distribution System(s) which are connected to the Transmission System at (and only at) Grid Supply Point(s) which fall within one Group of GSPs, and(ii) any Distribution System which:<ul style="list-style-type: none">(1) is connected to a Distribution System in paragraph (i), or to any other Distribution System under this paragraph (ii), and(2) is not connected to the Transmission System at any Grid Supply Point and the total supply into which is determined by metering for each half hour;
"GSP Group liability cap":	means, in relation to any GSP Group, the liability cap in relation to a month calculated in accordance with Annex S-1;
"GSP Group Take":	is defined in Annex X-2;
"Half Hourly Data Aggregator":	means a Data Aggregator which carries out the aggregation of metering data received from Half Hourly Data Collectors;
"Half Hourly Data Collector":	means a Data Collector which retrieves, validates and processes metering data from Half Hourly Meters and Equivalent Meters comprised in SVA Metering Systems;
"Half Hourly Meter":	means a Meter which provides measurements on a half hourly basis for Settlement purposes;
"Half Hourly Metering Equipment":	means Metering Equipment which provides measurements on a half hourly basis for Settlement purposes;
"Half Hourly Metering System":	means a Metering System which provides measurements on a half hourly basis for Settlement purposes;
"High Grade Service":	has the meaning given to that term in Section V2.3;
"ID Transfer Date":	has the meaning given to that term in paragraph 1.4.5 of Section S;
"ID Transferee":	has the meaning given to that term in paragraph 1.4.1 of Section S;
"ID Transferor":	has the meaning given to that term in paragraph 1.4.1 of Section S;
"Identifier":	means a unique number and/or letter or, as the case may be, a unique combination of numbers and/or letters;

"Implementation Date":	means, in relation to an Approved Modification, the date with effect from which the Code is to be given effect as modified by that modification, as such date may be extended pursuant to Section F2.11.7;
"Implementation Scheme":	means the programme implementation scheme designated by the Secretary of State pursuant to Condition C4 of the Transmission Licence and equivalent conditions of other Licences, as from time to time modified;
"Import":	has the meaning given to that term in Section K1.1.4(b) as interpreted in accordance with the provisions of Section K1.1.4;
"Individual Liquidity Threshold":	has the meaning given to that term in Section T1.5.2;
"Industry Panel Member":	means a Panel Member appointed pursuant to Section B2.2;
"Initial Notification Date":	means, in respect of any Settlement Day, the Notification Date in relation to the Initial Settlement Run;
"Initial Payment Date":	means, in respect of any Settlement Day, the Payment Date in relation to the Initial Settlement Run;
"Initial Settlement Run":	has the meaning given to that term in Section U2.3;
"Initial Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"Intellectual Property Rights" or "IPRs":	means patents, trade marks, design rights, copyright, database rights, know-how (whether registrable or otherwise), applications for any of the foregoing, and other similar rights or obligations, whether registrable or not, in any country (including the United Kingdom) for the full term of the rights together with any extensions;
"Interconnected System Operator":	means, in relation to an Interconnector, the Transmission Company or Distribution System Operator (as the case may be) to whose System such Interconnector is connected;
"Interconnection Agreement":	means an agreement between the Interconnected System Operator and an Externally Interconnected System Operator and/or an Interconnector User relating to an Interconnector and/or an agreement under which an Interconnector User can use an Interconnector;
"Interconnector":	means Apparatus, connected to a System, for the transfer of electricity to or from the Total System from or to an External System;
"Interconnector Administrator":	means, in relation to an Interconnector, the Party for the time being which is appointed and has agreed to act as interconnector administrator in accordance with the

	provisions of Section K;
"Interconnector BM Unit":	has the meaning given to that term in Section K5.5.1;
"Interconnector Boundary Point":	means a Boundary Point at which an Interconnector is connected to a System;
"Interconnector Error Administrator":	means, in relation to an Interconnector, the Party for the time being which is appointed and agrees to act as (or the Party which is otherwise required to act as) interconnector error administrator in accordance with the provisions of Section K;
"Interconnector Metered Volume":	means, in relation to an Interconnector, the Metered Volume in respect of a Settlement Period;
"Interconnector Scheduled Transfer":	has the meaning given to that term in Section R7.1.3;
"Interconnector User":	means, in relation to an Interconnector, a Lead Party in respect of an Interconnector BM Unit other than the Interconnector Error Administrator;
"Interested Person":	means a Party, an Accredited Person or, as the case may be, a person whose Accreditation has lapsed or been removed or the Certification of whose Agency Systems or any of them has lapsed or been removed;
"Interim Information Settlement Run":	has the meaning given to that term in Section U2.3;
"Interim Information Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"Invitee":	has the meaning given to that term in Section L6.2;
"IS Policies":	has the meaning given to that term in Section F4.1.3;
"Joint BM Unit":	means a Supplier BM Unit comprising SVA Metering System(s) some or all of which belong to a Teleswitch Group and which the Lead Party has chosen to designate as such in accordance with Section K3.3.9;
"Joint BM Unit Data":	means, in relation to a Joint BM Unit, the Teleswitch Group(s) and the teleswitched Standard Settlement Configuration(s) registered by a Supplier in relation to that BM Unit in accordance with Section K3.3.9;
"KVA_r":	means kilovoltamperes reactive;
"KW":	means kilowatt;
"KWh":	means kilowatt-hour;
"last resort direction":	has the meaning given to that term in Section K.7.1.1;

"Lead Energy Account":	means, in relation to a BM Unit, the corresponding Energy Account of the Lead Party;
"Lead Party":	means, in relation to a BM Unit, the Party registered or to be registered in respect of the BM Unit pursuant to Section K3;
"Legal Requirement":	means any Act of Parliament, regulation, licence or Directive;
"Letter of Credit":	means an unconditional, irrevocable standby letter of credit substantially in the form set out in Annex M-1 (or such other form as the Panel may approve) in sterling in favour of the BSC Clearer by any United Kingdom clearing bank or banks or any other bank or banks which has (have) a long term debt rating of not less than single A by Standard & Poor's Corporation or by Moody's Investors Service, Inc. or such other bank or banks as the Panel may approve, and which shall be available for payment at a London branch of the issuing bank;
"Level 1 Credit Default":	has the meaning given to that term in Section M3.2.6;
"Level 2 Credit Default":	has the meaning given to that term in Section M3.3.1;
"Licensable Generating Plant":	means Generating Plant which is Licensable as defined in Section K1.2.2;
"Licence":	means a licence granted under section 6 of the Act, as modified from time to time in accordance with the Act;
"Licence Restricted Party":	has the meaning given to that term in Section L6.7.1;
"Licensed Distribution System Operator" or "LDSO":	means a Party which holds a Distribution Licence in respect of distribution activities in Great Britain, acting in that capacity;
"Low Grade Service":	has the meaning given to that term in Section V2.3;
"Main Business":	has the meaning given to that term in Section H4.1.1;
"Main Business Person":	has the meaning given to that term in Section H4.1.1;
"Main Funding Share":	has the meaning given to that term in Section D1.2.1;
"Main Specified Charge":	has the meaning given to that term in Section D3.1;
"Managed Data Network":	has the meaning given to that term in Section O1.4.1(d);
"Manifest Error":	has the meaning given to that term in Section Q7.1.1(a);
"Market Domain Data":	means data which relate to Supplier Volume Allocation to be provided by the SVAA to all persons involved in Settlement in accordance with BSCP 509;
"Market Index Data":	means that the data to be provided by the Market Index Data Provider(s) in accordance with the Market Index

Definition Statement or, in relation to a particular Market Index Data Provider, the data to be so provided by that Market Index Data Provider, in each case as set out in Section T1.5 and T1.5A;

- "Market Index Data Provider":** has the meaning given to that term in Section T1.5.2;
- "Market Index Data Provider Contract":** means that the contract (as amended, supplemented, renewed or replaced from time to time) between BSCCo and a Market Index Data Provider for the provision of Market Index Data;
- "Market Index Definition Statement":** has the meaning given to that term in Section T1.5.1;
- "Master Connection and Use of System Agreement":** means the agreement envisaged in Condition 10B of the Transmission Licence as such applied immediately prior to 18 September 2001 and/or the Connection and Use of System Code (and the framework agreement by which such code is made binding) established pursuant to Condition C7F of the Transmission Licence which replaces such agreement in whole or part;
- "Master Registration Agreement" or "MRA":** means the agreement of that title dated 1st June, 1998;
- "Menu of Certification Fees":** means the scale of fees to be charged in connection with the Certification Process, as set out in BSCP 531;
- "Menu of Supplier Charges":** has the meaning given to that term in Annex S-1;
- "Meter":** means a device for measuring Active Energy or Reactive Energy;
- "Meter Administrator":** means a person appointed by a Supplier in accordance with Section S to calculate estimated energy consumption for Equivalent Unmetered Supplies;
- "Meter Advance Reconciliation":** means the process of reconciling half hourly energy values with meter advances as described (in the case of CVA Metering Systems) in BSCP 05 and (in the case of SVA Metering Systems) in BSCP 502;
- "Meter Operator Agent":** means a Party Agent appointed in accordance with Section L to install, commission, test and maintain, and rectify faults in respect of, CVA Metering Equipment and/or SVA Metering Equipment;
- "Meter Technical Details":** means all technical details (including Outstation channel mapping) of a Metering System required to enable metered data to be collected and correctly interpreted from that Metering System as referred to in BSCP 20, BSCP 502 or (as the case may be) BSCP 504;
- "Metered Volume":** has the meaning given to that term in Section R1.2;

"Metered Volume Reallocation Data":	means Metered Volume Reallocation Fixed Data or Metered Volume Reallocation Percentage Data;
"Metered Volume Reallocation Fixed Data":	means, in relation to a BM Unit, a volume of Active Energy (in MWh) as referred to in Section P3.3.2(a)(vi);
"Metered Volume Reallocation Notification":	means a notification of a Metered Volume Reallocation in relation to Settlement Period(s) in any Settlement Day(s);
"Metered Volume Reallocation Notification Agent" or "MVRNA":	means a person authorised in accordance with Section P as Party Agent by two Contract Trading Parties to submit Meter Volume Reallocation Notifications on their behalf;
"Metered Volume Reallocation Percentage Data":	means, in relation to a BM Unit, a percentage as referred to in Section P3.3.2(a)(vi);
"Metering Dispensation":	means a dispensation (in relation to any Metering Equipment) from compliance with any requirement of a Code of Practice, granted by the Panel in accordance with Section L;
"Metering Equipment":	means Meters, measurement transformers (voltage, current or combination units), metering protection equipment including alarms, circuitry, associated Communications Equipment and Outstations and wiring;
"Metering Point":	means the point, determined according to the principles and guidance given at schedule 9 of the Master Registration Agreement, at which a supply to (export) or from (import) a Distribution System: (i) is or is intended to be measured; or (ii) where metering equipment has been removed, was or was intended to be measured; or (iii) in the case of an Unmetered Supply, is deemed to be measured, where in each case such measurement is for the purposes of ascertaining the Supplier's Settlement liabilities under the Code;
"Metering System":	means particular commissioned Metering Equipment, subject to and in accordance with Section K1.6;
"Modification Business":	means the business of a Panel meeting and/or a Panel resolution which relates to Modification Procedures;
"Modification Group":	a group established by the Panel in accordance with and for the purposes set out in Section F2.4;
"Modification Procedures":	means the procedures for the modification of the Code (including the implementation of Approved Modifications) as set out in paragraphs 1 and 2 of Section F;

"Modification Proposal":	means a proposal to modify the Code which has been submitted (and not refused) pursuant to and in accordance with Section F2.1;
"Modification Register":	has the meaning given to that term in Section F1.3.1;
"Modification Report":	means, in relation to a Proposed Modification (and any associated Alternative Modification), the report prepared or to be prepared in accordance with Section F2.7;
"Modification Secretary":	has the meaning given to that term in Section F1.2.5;
"Monthly Default Costs":	has the meaning given to that term in Section D4.1;
"Monthly NETA Recovery Amount":	has the meaning given to that term in paragraph 2.2 of Annex D-2;
"Monthly Net Main Costs":	has the meaning given to that term in Section D4.1;
"Monthly Progress Report":	has the meaning given to that term in Section F1.4.1;
"MRA BSC Agent":	means the person appointed to act as 'BSC Agent' in relation to the MRA as referred to in Annex K-1;
"MSID":	has the same meaning as SVA Metering System Number;
"MVRNA Authorisation":	means an authorisation, by or on behalf of two Contract Trading Parties pursuant to Section P, of a person to act as Metered Volume Reallocation Notification Agent for them;
"MW":	means megawatt;
"MWh":	means megawatt-hours;
"Net Payment Amount":	has the meaning given to that term in Section N5.1.6;
"Nominated Agreements":	has the meaning given to that term in Section H4.4.1;
"Non-De Minimis Accepted Bids":	has the meaning given to that term in Annex T-1 1A.2;
"Non-De Minimis Accepted Offers":	has the meaning given to that term in Annex T-1 1A.2;
"Non Half Hourly Data Aggregator":	means a Data Aggregator which carries out the aggregation of metering data received from Non Half Hourly Data Collectors;
"Non Half Hourly Data Collector":	means a Data Collector which retrieves, validates and processes metering data from Non Half Hourly Meters;
"Non Half Hourly Meter":	means a SVA Meter which provides measurements other than on a half hourly basis for Settlement purposes;
"Non Half Hourly Metering Equipment":	means SVA Metering Equipment which is not Half Hourly Metering Equipment;

"Non Half Hourly Metering System":	means a SVA Metering System which is not a Half Hourly Metering System;
"Non-paying BSC Debtor":	has the meaning given to that term in Section N9.2.1;
"Notification Date":	means, for any Settlement Day, in relation to the Initial Settlement Run or any Reconciliation Settlement Run, the day on which the SAA is (pursuant to Section N) to provide data and information to the FAA, and the FAA is to provide Advice Notes to Payment Parties, as determined under Section N3;
"Notified Volume Charge":	has the meaning given to that term in paragraph 3.1 of Annex D-3;
"Nuclear Site Licence":	has the meaning given to that term in Section L6.7.1;
"Nullification Effective Period":	has the meaning given to that term in P4A.1.2(b);
"Operational Day":	has the meaning given to that term in the Grid Code;
"Outage":	has the meaning given to that term in Section Q1.2.1(c);
"Outstation":	means equipment which receives and stores data from a Meter(s) for the purpose, inter alia, of transfer of that metering data to the CDCA or a Data Collector, as the case may be, and which may perform some processing before such transfer and may be one or more separate units or may be integral with the Meter;
"PAB Functions":	means the functions, duties and responsibilities of the Performance Assurance Board set out or referred to in Section J;
"paid or recovered":	has the meaning in Section N9.3.1;
"Panel":	means the panel established pursuant to Section B1.1.1;
"Panel Chairman":	means the person appointed by the Authority to be chairman of the Panel as described in Section B2.1;
"Panel Committee":	means a committee established by the Panel pursuant to Section B5;
"Panel Member":	means a member for the time being of the Panel;
"Panel Secretary":	means the secretary to the Panel appointed from time to time pursuant to Section B1.1.3;
"Party":	means a person who is for the time being bound by the Code by virtue of being a party to the Framework Agreement;
"Party Agent":	means a person (which may include the Party itself) appointed or to be appointed by a Party for the purposes of carrying out functions or performing obligations (of or on behalf of that Party) which under the Code are required

to be or may only be carried out or performed by such an agent;

"Party Applicant":	has the meaning given to such term in Section A2.2.1;
"Party Charge":	has the meaning given to that term in Section D5.1.2;
"Party Details":	has the meaning given to such term in Section A3.1;
"Party Funded Costs":	has the meaning given to that term in Section D5.1.2;
"Party Registration Data":	has the meaning given to that term in Section A4.2;
"Party Service Line":	means a document of that title, as established or adopted and from time to time modified by the Panel in accordance with the Code, setting out the requirements as to particular services which are to be performed by Parties and Party Agents;
"Party System":	has the meaning given to that term in Section O2.2.1;
"Past Notification Error":	has the meaning given to that term in Section P6.1.1(a);
"Payment Calendar":	means, in relation to a BSC Year, the calendar prepared and issued by the FAA in accordance with Section N3;
"Payment Date":	means, in relation to any Settlement Run in respect of any Settlement Day, the date on which notified payments in respect of Trading Charges are to be settled, in accordance with Section N;
"Payment Party":	means a Trading Party or the Transmission Company, or (in the context of a Payment Date) any such Party where obliged to make or (subject to Section N2.4 to N2.7 (inclusive)) entitled to receive payment to or from the BSC Clearer of any amount in respect of Trading Charges;
"P/C Status":	has the meaning given to that term in Section K3.5.1;
"Pending Modification Proposal":	has the meaning given to that term in Section F2.1.5;
"Performance Assurance Administrator":	means the person for the time being and from time to time appointed pursuant to Annex B-1 as the Performance Assurance Administrator for the purposes of the Code;
"Performance Assurance Board":	means the Panel (or, where the Panel decides to delegate such functions to a Panel Committee, that Panel Committee) when acting pursuant to Annex B-1 and performing the functions described in Section J or otherwise ascribed to the Performance Assurance Board under the Code;
"Performance Assurance Reporting and Monitoring":	means the system established inter alia for the purpose of recording and monitoring compliance by Suppliers with

"System" or "PARMS":	their obligations pursuant to Section S;
"Performance Level":	means any of the standards of performance specified in the Menu of Supplier Charges;
"Permitted Activities":	has the meaning given to that term in Section H4.1.1;
"PES Supplier":	means a Supplier which held or is a successor (in that capacity) to a company which held a PES Supply Licence at the Code Effective Date;
"PES Supply Licence":	means a licence granted under section 6(1)(c) of the Act prior to amendment of that section by section 30 of the Utilities Act 2000;
"PES 1998 Recovery Shares":	has the meaning given to that term in paragraph 1.1.3 of Annex D-5;
"Physical Notification":	means, in respect of a Settlement Period and a BM Unit, a notification made by (or on behalf of) the Lead Party to the Transmission Company under the Grid Code as to the expected level of Export or Import, as at the Transmission System Boundary, in the absence of any Acceptances, at all times during that Settlement Period;
"Plant":	means fixed or movable items used in the generation, supply, distribution and/or transmission of electricity, other than Apparatus;
"Plan Year":	has the meaning given to that term in Section C6.1.1;
"Pool Executive Committee":	means the Executive Committee as defined in the Pooling and Settlement Agreement;
"Pool Member":	means a Party who was a pool member under the Pooling and Settlement Agreement on or at any time after the Code Effective Date;
"Pool NETA Costs":	has the meaning given to that term in Section D5.1.1(a);
"Pool NETA Recovery Period":	has the meaning given to that term in paragraph 2.1.4 of Annex D-5;
"Pool NETA Recovery Shares":	has the meaning given to that term in paragraph 2.1.3 of Annex D-5;
"Pool NETA Start Date":	has the meaning given to that term in paragraph 2.1.2 of Annex D-5;
"Pool Supplement":	means that part of the Code entitled the Pool Supplement;
"Pooling and Settlement Agreement":	means the Pooling and Settlement Agreement dated 30 th March 1990;
"Post-Final Settlement Run":	has the meaning given to that term in Section U2.3;

"Post-Final Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"Postponed Payment Date":	has the meaning given to that term in Section N6.6.1;
"Primary Supplier":	means, in connection with a Shared SVA Meter Arrangement, the Supplier agreed or nominated as primary Supplier in accordance with Section K;
"Production BM Unit":	means a BM Unit which: <ul style="list-style-type: none"> (i) in the case of a BM Unit other than an Interconnector BM Unit, is classified as a Production BM Unit in accordance with the provisions of Section K3.5.2 or, in the case of an Exempt Export BM Unit, the Lead Party has elected to treat as a Production BM Unit pursuant to Section K3.5.5; and (ii) in the case of an Interconnector BM Unit, is designated by the CRA as a 'Production' BM Unit pursuant to Section K5.5.5;
"Production Energy Account":	means an Energy Account designated as a 'Production' Energy Account;
"Production Interconnector BM Unit":	means an Interconnector BM Unit designated by the CRA as a 'Production' BM Unit;
"Profile Administration Services":	shall have the meaning given in paragraph C9.1;
"Profile Administrator":	means the BSC Agent for Profile Administration pursuant to Section E;
"Profile Class":	is defined in Annex X-2;
"Profiled Unmetered Supply":	means an Unmetered Supply with a Measurement Class of unmetered non-half hourly consumption;
"Proposed Modification":	means a modification to the Code which has been proposed by way of Modification Proposal but which has not or not yet been made in accordance with Section F1.1.1;
"Proposer":	means, in relation to a particular Modification Proposal, the person who makes such Modification Proposal;
"Protected Information":	has the meaning given to that term in Section H4.1.1;
"Quarter":	means the period of three calendar months ending on a Quarter Date;
"Quarter Date":	means 31 st March, 30 th June, 30 th September and 31 st December;

"Quarterly Pool NETA Amount":	has the meaning given to that term in paragraph 2.2.1 of Annex D-5;
"Quarterly 1998 Programme Amount":	has the meaning given to that term in paragraph 1.2.1 of Annex D-5;
"Quarterly 1998 Programme Charge":	has the meaning given to that term in paragraph 1.2.3 of Annex D-5;
"Query Period":	has the meaning given to that term in Section M3.2.2;
"Quiescent Physical Notification":	has the meaning given to that term in the Grid Code;
"Range CCGT Module":	has the meaning given to that term in the Grid Code;
"Reactive Energy":	means the integral with respect to time of Reactive Power;
"Reactive Power":	means the product of voltage and current and the sine of the phase angle between them, measured in units of voltamperes reactive and standard multiples thereof;
"Reconciliation Charge":	has the meaning given to that term in Section N6.4.3;
"Reconciliation Payment Date":	means, in respect of a Settlement Day, the Payment Date in relation to a Reconciliation Settlement Run;
"Reconciliation Settlement Run":	has the meaning given to that term in Section U2.3;
"Reconciliation Volume Allocation Run":	has the meaning given to that term in Section U2.3;
"Registrant":	means, in relation to a Metering System, the person for the time being registered in CMRS or (as the case may be) SMRS in respect of that Metering System pursuant to Section K;
"Registration Transfer":	has the meaning given to that term in Section K2.6.1;
"Rejected Modification Proposal":	has the meaning given to that term in Section F2.1.5;
"Related Person":	means, in relation to an individual, any member of his immediate family, his employer (and any former employer of his within the previous 12 months), any partner with whom he is in partnership, and any company or Affiliate of a company in which he or any member of his immediate family controls more than 20% of the voting rights in respect of the shares of the company;
"Related Undertaking":	means, in relation to any person, any undertaking in which such person has a participating interest as defined by section 260(1) of the Companies Act 1985 as substituted by section 22 of the Companies Act 1989;

"Relevant BM Units":	has the meaning given to that term in paragraph 1.4.1 of Section S;
"Relevant Capacity":	has the meaning given to that term in Section K3.4.8;
"Relevant Capacity Limit":	means, in connection with a Shared SVA Metering System, the prevailing estimate notified from time to time pursuant to Section K2.5.5(g);
"Relevant Contract Parties":	has the meaning given to that term in Section P1.3.5;
"Relevant ID Transfer":	has the meaning given to that term in paragraph 1.4.2 of Section S;
"Relevant Implementation Date":	has the meaning given to that term in Section F1.9.2;
"Relevant Instrument":	has the meaning given to that term in Section H4.1.1;
"Relevant Metering Systems":	has the meaning given to that term in paragraph 1.4.1 of Section S;
"Relevant Supplier ID":	has the meaning given to that term in paragraph 1.4.1 of Section S;
"Remote Transmission Assets":	has the meaning given to that term in the Transmission Licence;
"Replacement Supplier":	has the meaning given to that term in Section K.7.1.1;
"Replacement Supplier BM Unit":	has the meaning given to that term in Section K.7.3.2;
"Replacement Supplier Registration Date":	has the meaning given to that term in Section K.7.6.4;
"Replacement Supplier Transfer Date":	has the meaning given to that term in Section K.7.1.4;
"Replica Settlement Day":	has the meaning given to that term in paragraph 6.4.7 of Annex S-2;
"Report Phase":	means, in relation to a Proposed Modification, the stage described in Section F2.7 (and, where the context so requires, the steps to be taken during that stage);
"Reporting Catalogue":	means the document referred to in Section V1.4, as from time to time modified by the Panel in accordance with the Code;
"Reserve Account":	means the reserve account established with the BSC Banker in the name of the BSC Clearer pursuant to Section N4.1(c);
"Retail Price Index":	means the general index of retail prices published by the Office for National Statistics each month in respect of all

items provided that if:

- (i) the index for any month in any year shall not have been published on or before the last day of the third month after such month; or
- (ii) there is a material change in the basis of the index,

the Panel shall agree a substitute index for such month or (as the case may be) a substitute index;

"Routine Performance Monitoring Log":

means, in relation to a particular GSP Group, the log to be maintained by a Supplier, in accordance with the relevant BSC Procedure, in respect of its performance against the Serials contained in the Menu of Supplier Charges;

"Routine Performance Monitoring Report":

means, in relation to a particular GSP Group, the report to be provided by a Supplier, in accordance with the relevant BSC Procedure, in respect of its performance against the Serials contained in the Menu of Supplier Charges;

"SAS Code of Practice":

means a metering code of practice listed in Schedule 19 of the SAS, and such other code of practise which applies or has applied in Scotland and is accepted or adopted by the Panel in order to facilitate the implementation of BETTA;

"SAS Meter Operator":

means a person accredited to install, commission, maintain and energise metering equipment under and for the purposes of the SAS;

"Scheme Framework Agreement":

has the meaning given to that term in the Implementation Scheme;

"Scottish Distribution Licensee":

means the holder of a Distribution Licence in relation to the distribution system as the term "Distribution System" is defined in and for the purposes of the SAS;

"Scottish Trading Parties":

has the meaning given to that term in Section E2.5.3;

"Secondary Supplier":

means, in connection with a Shared SVA Meter Arrangement, a Supplier which is not the Primary Supplier;

"Secretary of State":

has the meaning given to that term in the Act;

"Serial":

means any one of the standards of Supplier performance set out in any of the Menu of Supplier Charges;

"Settlement":

means the determination and settlement of amounts payable in respect of Trading Charges (including Reconciliation Charges) in accordance with the Code (including where the context admits Volume Allocation);

"Settlement Account":

means, in relation to a Trading Party or the Transmission Company, an account maintained at a Settlement Bank

	and designated in accordance with Section N;
"Settlement Administration Agent" or "SAA":	means the BSC Agent for Settlement Administration in accordance with Section E;
"Settlement Agreement for Scotland" or "SAS":	means the Settlement Agreement for Scotland, including all Service Requirements and Market Procedures (as therein defined) made under it;
"Settlement Bank":	means a bank which: <ul style="list-style-type: none">(i) has its head office or a branch situated in the United Kingdom and which holds accounts denominated in the lawful currency of the United Kingdom at such office or branch;(ii) is a settlement member of CHAPS or is a CHAPS participant by virtue of an agency agreement with a settlement member; and(iii) is either:-<ul style="list-style-type: none">(a) a European institution under the Banking Co-ordination (Second Council Directive) Regulations 1992; or(b) an authorised institution under the Banking Act 1987;
"Settlement Calendar":	means, in relation to a BSC Year, the calendar prepared and issued by the SAA in accordance with Section U2.4;
"Settlement Day":	means the period from 00:00 hours to 24:00 hours on each day;
"Settlement Payment Date":	means, in respect of a Settlement Day, the Payment Date in relation to an Initial Settlement Run;
"Settlement Period":	is defined in Annex X-2;
"Settlement Run":	means a determination (in accordance with Section T), in relation to a Settlement Day, of amounts giving rise, on the part of Trading Parties and the Transmission Company, to a liability to pay to or a right to be paid by the BSC Clearer amounts in respect of Trading Charges in each Settlement Period in that Settlement Day, and of the net credit or debit in respect of such amounts; and where the context requires a reference to a Settlement Run includes the data and information produced by the SAA following such a determination and delivered to the FAA in accordance with Section N;
"Shared SVA Meter Arrangement":	means an arrangement in accordance with Section K2.5.1 under which there is a single SVA Metering System, comprising Half Hourly Metering Equipment, for Exports or (as the case may be) Imports for which two or more

	Suppliers are responsible;
"Shared SVA Metering System":	means a SVA Metering System which is for the time being the subject of a Shared SVA Meter Arrangement;
"Shortfall Amount":	has the meaning given to that term in Section N9.2.3;
"Shortfall Creditor":	has the meaning given to that term in Section N9.2.2;
"Small Scale Third Party Generating Plant":	means Third Party Generating Plant connected to a Distribution System at a single Boundary Point at which the aggregate maximum generation capacity (measured at the Boundary Point) of all Third Party Generating Plant so connected does not exceed the Small Scale Third Party Generating Plant Limit;
"SMRS Entry Process":	means the process set out in BSCP 511 for determining whether a Licensed Distribution System Operator is able to provide its Supplier Meter Registration Service;
"Sole Trading Unit":	means a Trading Unit comprising a single BM Unit as described in Section K4.1.3;
"Specified Assets and Equipment":	has the meaning given to that term in Annex K-2;
"Specified BSC Charges":	has the meaning given to that term in Section D3.1;
"Specified NETA Funding Charge":	has the meaning given to that term in paragraph 2.1 of Annex D-3;
"Specified SVA Charges":	has the meaning given to that term in Section D3.1;
"Standard Settlement Configuration":	is defined in Annex X-2;
"Sterling" or "£":	means the lawful currency of the United Kingdom for the time being and from time to time;
"Subsidiary":	has the meaning given to that term in section 736A of the Companies Act 1985;
"Subsidiary Energy Account":	means, in relation to a BM Unit, the corresponding Energy Account of a Subsidiary Party;
"Subsidiary Party":	means, in relation to a BM Unit, a Contract Trading Party (not being the Lead Party) to whose Energy Account a quantity of Active Energy or (as the case may be) percentage of the BM Unit Metered Volume is to be allocated pursuant to a Metered Volume Reallocation Notification, or nullified pursuant to a Volume Notification Nullification Request; or in relation to a particular Metered Volume Reallocation Notification or a particular Volume Notification Nullification Request, the relevant such Contract Trading Party;

"Supplemental Agreement":	means an agreement entered or to be entered into between the Transmission Company and any User party to the Master Connection and Use of System Agreement for connection to and/or use of the Transmission Company's transmission system;
"Supplier":	means a Party which holds a Supply Licence and is responsible for Exports and/or Imports for which such Party is required, by virtue of Section K, to register one or more SVA Metering Systems;
"Supplier Agent":	has the meaning given to that term in Section S1.2.2;
"Supplier BM Unit":	means a BM Unit registered or to be registered by or allocated or to be allocated to a Supplier pursuant to Section K3.3;
"Supplier Deemed Take":	is defined in Annex X-2;
"Supplier Entry Process":	means the process set out in BSCP 512 for determining whether a Supplier and its Supplier Agents are able to participate in Supplier Volume Allocation relative to a particular GSP Group;
"Supplier Force Majeure":	has the meaning given to that term in Section S3.3.1;
"Supplier ID":	has the meaning given to that term in paragraph 1.3.1 of Section S;
"Supplier Meter Registration Agent" or "SMRA":	means a Licensed Distribution System Operator acting in its capacity as the provider of a Supplier Meter Registration Service;
"Supplier Meter Registration Service" or "SMRS":	means the service provided or to be provided by a Licensed Distribution System Operator for the registration of Metering Systems at Boundary Points on its Distribution System(s) and its Associated Distribution System(s) (if any), in accordance with the Master Registration Agreement;
"Supplier's Monthly Cap":	means, in relation to a Supplier in a GSP Group, the cap on its liability to pay charges in respect of any month determined in accordance with Annex S-1;
"Supplier of Last Resort":	has the meaning given to that term in Section K.7.1.1;
"Supplier Volume Allocation":	means the determination of quantities of Active Energy to be taken into account for the purposes of Settlement in respect of Supplier BM Units;
"Supplier Volume Allocation Rules":	means the rules contained in Annex S-2 (including any BSC Procedures and Party Service Lines referred to in that Annex);
"Supplier Volume Allocation System":	the BSC Systems used by the SVAA for the purposes of Supplier Volume Allocation pursuant to Section S;

"Supplier Volume Allocation Agent" or "SVAA":	means the BSC Agent for Supplier Volume Allocation in accordance with Section E;
"Supply Licence":	means a licence for the supply of electricity granted under section 6 of the Act, as modified from time to time;
"SVAA Service Line":	means a service line which forms part of the BSC Service Description for the SVAA;
"SVA Data Catalogue":	has the meaning given to that term in Section O1.4.1;
"SVA Communication":	has the meaning given to that term in Section O1.4.1
"SVA Costs":	has the meaning given to that term in Section D2.1.1;
"SVA Customer":	means a person to whom electrical power is provided, whether or not that person is the provider of that electrical power; and where that electrical power is measured by a SVA Metering System;
"SVA Generator":	means a Third Party Generator, in respect of a Third Party Generating Plant whose Exports are measured by SVA Metering System(s);
"SVA Metering Equipment":	means Metering Equipment which is or is to be comprised in a SVA Metering System (whether or not also comprised in a CVA Metering System);
"SVA Metering System":	means a Metering System which in accordance with Section K is or is to be registered in the Supplier Meter Registration Service;
"SVA Metering System Number":	means a unique number relating to a Metering Point and which consists of the following: <ul style="list-style-type: none"> (i) a 2 digit number determined by reference to the Licensed Distribution System Operator; (ii) a 10 digit reference number provided by the relevant Licensed Distribution System Operator; (iii) a 1 digit check number provided by the relevant Licensed Distribution System Operator;
"SVA Specified Charge":	has the meaning given to that term in paragraph 4 of Annex D-3;
"System":	means the Transmission System or a Distribution System;
"Systems Connection Point":	means a point of connection (whether consisting of one or more circuits) between two or more Systems excluding a point of connection between Distribution Systems in the same GSP Group;
"Systems Connection Point Metering System":	means a Metering System which measures flows of electricity at a Systems Connection Point;

"System Warning":	has the meaning given to that term in the Grid Code;
"TC (IEA) Energy Account":	means an Energy Account of the Transmission Company held pursuant to Section A1.4.3;
"TC (Non-IEA) Energy Account":	means an Energy Account of the Transmission Company held pursuant to Section A1.4.1(c);
"TDC Chairman":	has the meaning given to that term in Section W2.5.1;
"TDC Member":	has the meaning given to that term in Section W2.3.1;
"TDC Terms of Reference":	has the meaning given to that term in Section W2.3.3;
"Technical Assurance Agent" or "TAA":	means, in relation to CVA Metering Systems or SVA Metering Systems (as the case may be), the BSC Agent for Technical Assurance in accordance with Section E;
"Teleswitch Agent":	means the BSC Agent for Teleswitch Monitoring in accordance with Section E;
"Teleswitch Group":	is defined in Annex X-2;
"Tender Committee":	has the meaning given to that term in Section E2.7.2;
"Tender Framework Statement":	has the meaning given to that term in Section E2.7.1;
"Third Party Claim":	has the meaning given to that term in Section H7.2.3;
"Third Party Generating Plant":	means Exemptable Generating Plant for whose Exports a Party, not being the person (acting in that capacity) who generates electricity at such Generating Plant, has for the time being elected to be responsible in accordance with Section K1.2.2(a)(ii)(2);
"Third Party Generator":	means the person (whether or not a Party) who generates electricity at Third Party Generating Plant, in that capacity;
"Time Standard":	has the meaning given to that term in Section O2.2.1;
"Timetabled Reconciliation Settlement Run":	has the meaning given to that term in Section U2.3;
"Timetabled Reconciliation Volume Allocation Run":	has the meaning given to that term in Section U.2.3;
"Total System":	means the Transmission System and each Distribution System;
"Trading Charges":	means the following kinds of charges: Daily Party Period BM Unit Cashflows, Daily Party BM Unit Period Non-Delivery Charges, Daily Party Energy Imbalance Cashflows, Daily Party Information Imbalance Charges, Daily Party Residual Settlement Cashflow, and Daily System Operator BM Cashflows (in each case as

determined in accordance with Section T); and where the context requires includes Reconciliation Charges in accordance with Section N;

"Trading Charges Amount":	has the meaning given to that term in Section N6.1;
"Trading Data":	means any data of a kind listed in Annex V-1, Tables 2-7;
"Trading Dispute":	has the meaning given to that term in Section W1.3.1;
"Trading Disputes Committee":	means the Panel Committee established under Section W2;
"Trading Party":	means a Party, other than the Transmission Company, which holds Energy Accounts;
"Trading Query":	has the meaning given to that term in Section W1.3.1;
"Trading Unit":	means a BM Unit or a combination of BM Units established in accordance with and satisfying the requirements of Section K4;
"Trading Unit Applicant":	means the Lead Party of a BM Unit which is the subject of a Trading Unit Application;
"Trading Unit Application":	has the meaning given to that term in Section K4.2.1;
"Transferee":	has the meaning given to that term in Section K.7.1.1;
"Transferee BM Unit":	has the meaning given to that term in paragraph 1.6.2 of Section S;
"Transmission Company":	means The National Grid Company plc, registered number 02366977;
"Transmission Interconnector":	means an Interconnector which is not a Distribution Interconnector;
"Transmission Licence":	means the licence of the Transmission Company;
"Transmission System":	has the meaning given to the term 'GB Transmission System' in the Transmission Licence; <u>except that prior to the BETTA Effective Date every reference to Great Britain in such term shall be deemed to be a reference to England and Wales;</u>
"Transmission System Boundary":	means the boundary between the Transmission System and all Plant or Apparatus (including Distribution Systems and other directly connected Plant and Apparatus) connected to the Transmission System;
"Transmission System Boundary Point":	means a Boundary Point on the Transmission System (including Remote Transmission Assets);
"TU BM Unit(s)":	has the meaning given to that term in Section K4.4.1;

"Unmetered Supplies Operator" or "UMSO":	has the meaning given to that term in Section S8.2.14;
"Unmetered Supply":	means a supply of electricity to a particular inventory of Apparatus in respect of which a Licensed Distribution System Operator has issued an Unmetered Supply Certificate;
"Unmetered Supply Certificate":	means a certificate issued by a Licensed Distribution System Operator permitting a supply of electricity to be made on its Distribution System or Associated Distribution System without the requirement for such supply to be metered, such certificate to be agreed between the relevant Licensed Distribution System Operator and the Customer taking the supply and to contain at least the information set out or referred to in the BSCP 520;
"Urgent Modification Proposal":	means a Modification Proposal treated or to be treated as an Urgent Modification Proposal in accordance with Section F2.9;
"Valid Nullification Effective Period":	means: <ul style="list-style-type: none">• if the Nullification Effective Period is earlier than the Earliest Nullification Effective Period, the Earliest Nullification Effective Period; or in all other cases• the Nullification Effective Period;
"Var":	means voltamperes reactive;
"VAT":	United Kingdom Value Added Tax;
"Volume Allocation":	means Central Volume Allocation and Supplier Volume Allocation;
"Volume Allocation Run":	means a determination (for the purposes of Settlement), in relation to a Settlement Day, by way of Central Volume Allocation and/or Supplier Volume Allocation, of quantities of Active Energy Exported or Imported (or to be treated as Exported or Imported) by Parties in each Settlement Period in that Settlement Day; and where the context requires a reference to a Volume Allocation Run includes the data and information produced by the CDCA and/or SVAA following such a determination and delivered to the SAA in accordance with Section R or S;
"Volume Allocation Units":	has the meaning given to that term in Section R1.1.1;
"Volume Data":	has the meaning given to that term in Section P6.1.1(f);
"Volume Notification":	has the meaning given to that term in Section P5.1.1(a);
"Volume Notification Agent":	has the meaning given to that term in Section P5.1.1(a);

"Volume Notification Nullification Confirmation Report" or "VNNCR":	means the report sent by the ECVAA in accordance with P4A.4;
"Volume Notification Nullification Request" or "VNNR":	has the meaning given in P4A.1.1;
"Wh":	means watt-hours;
"Withdrawal Date":	has the meaning given to that term in Section A5.1.1;
"Withdrawal Notice":	has the meaning given to that term in Section A5.1.1;
"Withdrawing Party":	has the meaning given to that term in Section A5.1.1;
"Working Day":	shall have the same meaning as Business Day;

ANNEX X-2: TECHNICAL GLOSSARY**1. GENERAL****1.1 Introduction**

1.1.1 This Annex to Section X sets out:

- (a) technical definitions and acronyms applicable in the Code other than in relation to Section S;
- (b) technical definitions and acronyms applicable only in relation to Section S;
- (c) conventions applicable to the Code, including timing conventions, the use of superscripts/subscripts with variables, summations and mathematical operators; and
- (d) the method of interpolation of variables.

1.2 Use of Mathematical Operators

1.2.1 The mathematical operators and conventions employed in the formulae and other algebraic expressions contained in the Code shall be construed in accordance with the following:

- (a) the symbol * requires multiplication to be effected;
- (b) in respect of any data items, the symbol \in refers to belonging to or falling within. For example $a \in p$ denotes those Energy Accounts 'a' that belong to Party 'p', and $j \in D$ denotes those Settlement Periods 'j' falling within Settlement Day 'D';
- (c) the number 0 (zero) shall be treated as a positive whole number;
- (d) the convention |FUNC| refers to the absolute value of the expression 'FUNC', that is the positive value whether the value obtained is positive or negative;
- (e) Where in the Code the minimum value ('min') of a set of numbers is to be selected, then for the avoidance of doubt, the value selected shall be the negative number in that set with the greatest magnitude, or in the absence of any such negative number, the positive number in that set with the lowest magnitude. Where in the Code the maximum value ('max') of a set of numbers is to be selected, then for the avoidance of doubt, the value selected shall be the positive number in that set with the greatest magnitude, or in the absence of any such positive number, the negative number in that set with the lowest magnitude.

2. TECHNICAL TERMS AND INTERPRETATION APPLYING EXCEPT IN RELATION TO SECTION S

2.1 Introduction

2.1.1 Unless the context otherwise requires the provisions of this paragraph 2 as to the use, interpretation or definition of terms, expressions, acronyms, and subscripts and summations shall apply in relation to the Code except in Section S.

2.2 Use of Subscripts and Other Expressions

2.2.1 The subscripts and superscripts employed in the formulae and other algebraic expressions contained in the Code shall bear the respective meanings set out in Table X-1.

2.3 Glossary of Terms

2.3.1 Unless the context otherwise requires, and subject as provided in Table X-2, in the Code the words, expressions and acronyms set out in Table X-2 shall bear the respective meanings therein set out.

2.3.2 Table X-3 sets out for convenience the acronyms employed in the formulae and other algebraic expressions contained in the Code in alphabetical order of acronym name.

2.4 Sign Convention - Active Energy and Active Power

2.4.1 Subject to paragraph 2.4.2, the sign convention adopted in the Code is that all variables representing Active Energy or Active Power are:

- (a) positive in any Settlement Period for which they represent Active Energy or Active Power delivered on to the Total System or (at any Systems Connection Points(s)) the Transmission System; and
- (b) negative in any Settlement Period for which they represent Active Energy or Active Power off-taken from the Total System or (at any Systems Connection Points(s)) the Transmission System.

2.4.2 Paragraph 2.4.1 shall not apply in relation to:

- (a) GSP Group Take;
- (b) Offer Non-Delivery Volume, Period BM Unit Non-Delivery Offer Volume and any other variable representing Active Energy or Active Power derived by calculation undertaken pursuant to Section T,

which shall, for the avoidance of doubt, be positive, negative or zero as determined in accordance with the algebraic determination of such variable pursuant to the Code.

2.5 Sign Convention - Cashflows

2.5.1 The sign convention adopted in the Code in relation to amounts payable in respect of Trading Charges is explained in Section T1.2.3 and T1.2.4.

2.6 Use of Summations

2.6.1 Variables being summated are indicated by the use of the indices placed in preceding or following superscript or subscript position on the summation sign Σ , for example:

- (a) $\Sigma^c \text{FUNC}^c$ means the sum of the values of FUNC^c over all values of c .
- (b) $\Sigma_d \text{FUNC}_d$ means a sum of the values of FUNC_d over all values of d .
- (c) $\Sigma^c \Sigma_d \text{FUNC}_d^c$ means a sum of the values of FUNC_d^c over all values of d , and c .
- (d) $\Sigma_{d \in R} \text{FUNC}_d$ means a sum of the values of FUNC_d over values of d belonging to the set R .

2.6.2 In some instances, where the summation over a particular variable is restricted to a subset of the possible values of such a variable as in paragraph 2.6.1(d), instead adopting of the convention in that paragraph, an equivalent result is achieved by limiting the summation in context, for example:

" $\Sigma_d \text{FUNC}_d$;

Where Σ_d represents a sum over all values of d belonging to the set R ."

This is equivalent to $\Sigma_{d \in R} \text{FUNC}_d$.

2.6.3 In some instances, for convenience certain summations deviate from the above conventions and are further defined in context, for example:

" $\Sigma_d \text{FUNC}_d$;

Where Σ_d represents a sum over all values of d belonging to the set R ."

Again, this is equivalent to $\Sigma_{d \in R} \text{FUNC}_d$.

3. TECHNICAL TERMS AND INTERPRETATION APPLYING IN RELATION TO SECTION S

3.1 Introduction

3.1.1 Unless the context otherwise requires the provisions of this paragraph 3 as to the use, interpretation or definition of terms, expressions, acronyms, and subscripts and summations shall apply only in relation to Section S.

3.2 Use of Subscripts and Other Expressions

3.2.1 The subscripts and superscripts employed in the formulae and other algebraic expressions contained in the Code shall bear the respective meanings set out in Table X-4.

3.3 Use of Summations

3.3.1 The summations employed in the formulae and other algebraic expressions contained in the Code shall bear the respective meanings set out in Table X-5.

3.4 Glossary of Terms

- 3.4.1 Unless the context otherwise requires, in the Code the words, expressions and acronyms set out in Table X-6 shall bear the respective meanings therein set out.
- 3.4.2 Table X-7 sets out for convenience the acronyms employed in the formulae and other algebraic expressions contained in the Code in alphabetical order of acronym name.

3.5 Consumption Component Classes

- 3.5.1 Table X-8 sets out the valid Consumption Component Classes as at the Code Effective Date.
- 3.5.2 The Panel may from time to time amend the list of valid Consumption Component Classes.

3.6 Linear Interpolation of Variables

- 3.6.2 In Section S of the Code, unless the context otherwise requires, whenever linear interpolation is referred to, the procedures set out in paragraphs 3.6.2 to 3.6.4 shall be followed.
- 3.6.2 Where the relationship between two variables, x and y , is defined only for a set of related pairs of spot values, $(x_1, y_1), (x_2, y_2) \dots (x_n, y_n)$, and where a value for y , y_i , is to be calculated by linear interpolation for a value of x , x_i , which is not a spot value contained in the set of related pairs, but which lies within the range of x spanned by the set of related pairs, the following formula shall be applied:

$$y_i = y_0 + ((y_1 - y_0) * (x_i - x_0) / (x_1 - x_0))$$

where x_0 refers to the value of x in that related pair in the set of related pairs in which x is less than x_i , and where the x of the related pair is the closest x to x_i ;

x_1 refers to the value of x in that related pair in the set of related pairs in which x is greater than x_i , and where the x of the related pair is the closest x to x_i ;

y_0 refers to the value of y related to x_0 ; and

y_1 refers to the value of y related to x_1 .

- 3.6.3 Where x_i lies outside the range of x spanned by the set of related pairs, y_i shall be set equal to the value of y in that related pair in which the value of x is closest to x_i .
- 3.6.4 Where x_i is a value of x referred to in a related pair, y_i shall be set equal to the value of y contained in that related pair.

3.7 Sign Convention

- 3.7.1 With the exception of BM Unit Allocated Demand Volume, for the purposes of collecting and aggregating metered data as part of Supplier Volume Allocation pursuant to Section S, metered data, whether in respect of an Import (or aggregation of Imports) or an Export (or aggregation of Exports), will be held as the magnitude of the quantity which such metered data represents.

- 3.7.2 BM Unit Allocated Demand Volume shall be positive in any Settlement Period for which it represents Active Energy offtaken from the Total System and negative in any Settlement Period for which it represents Active Energy delivered to the Total System.

4 TIMING CONVENTIONS

4.1 Introduction

- 4.1.1 A number of variables within the Code are expressed as differing functions of time. This paragraph 4 defines the nomenclature used in such expressions.

- 4.1.2 Paragraphs 4.1 to 4.3 apply in relation to the Code including Section S but paragraphs 4.4 to 4.6 do not apply in relation to Section S.

4.2 Spot Time

- 4.2.2 Many input variables and calculated values are given for spot times within the Code.

- 4.2.3 Spot times are an instant in time, and have no duration.

4.3 Settlement Period Times

- 4.3.1 Settlement Period *j* starts at the spot time occurring at the beginning of the half hour and ends at the spot time occurring exactly 30 minutes later. The spot time at the beginning of one period therefore coincides with the spot time at the end of the previous period.

- 4.3.2 For the avoidance of doubt the first Settlement Period of a Settlement Day begins at the spot time 00:00 on the current Settlement Day (*D*), and ends at the spot time of 00:30 for the current Settlement Day *D*.

4.4 Point Variables

- 4.4.1 Where variables are determined in relation to spot times, they are termed 'point' variables. The values of point variables and their associated spot times are converted (as provided in Section T3.1) from data provided by the Transmission Company in a different format. There is a restriction on the resolution of the pre-conversion data, such that values of point variables to which this data is converted may only be for spot times expressed in a whole number of minutes.

- 4.4.2 Point variables are given the subscript '*t*', where '*t*' denotes the spot time to which the point variable applies. As point variables must be submitted in a whole number of minutes, there are 31 spot times for which point data may be submitted for any Settlement Period. Up to two point variables may be submitted for a single spot time. This is to accommodate step changes in the associated variable. As the first and last spot times for any Settlement Period coincide with the adjoining Settlement Periods, only one value may be submitted for these spot times. Thus for example for the period 12:30 – 13:00, only one value of point FPN may be submitted for spot times 12:30 and 13:00 (and up to 2 values for any other spot time which is a whole number of minutes and falls within the Settlement Period).

- 4.4.3 Whether or not step changes are expected depends upon the variable in question. For example, as FPN Data may normally be expected to comply with dynamic parameters, step changes (especially for generation) might not normally be expected. However, a Party's

view of their operating level may change significantly from one Gate Closure to the next, and step changes may be expected at the start of a Settlement Period.

4.4.4 Where two point values are submitted for the same spot time, the Point Variable Identification Number (f) is used to determine the sequence of the two values (as explained further in paragraph 4.5.4).

4.4.5 An example of a set of Point FPN data for Settlement Period (e.g. 12:30 – 13:00) is as follows:

<i>Spot time, t</i>	<i>Point ${}^fFPN_{ijt}$ (MW)</i>
12:30	200
12:37	235
12:57	245
13:00	245

4.4.6 The use of the subscript j is retained to represent the fact that the spot values are being submitted for spot times that fall within a particular Settlement Period.

4.5 Interpolation of Values of Point Variables Between Spot Times Supplied

4.5.1 For certain spot variables it may be necessary to evaluate values applicable to any spot time within a Settlement Period from the discrete point variables supplied. These are:

Name	Acronym	Units	Calculated from point variable:
Acceptance Volume	$qA_{ij}^k(t)$	MW	${}^f qA_{ijt}^k$
Accepted Bid Volume	$qAB_{ij}^{kn}(t)$	MW	${}^f qAB_{ijt}^{kn}$
Accepted Bid-Offer Volume	$qABO_{ij}^{kn}(t)$	MW	${}^f qABO_{ijt}^{kn}$
Accepted Offer Volume	$qAO_{ij}^{kn}(t)$	MW	${}^f qAO_{ijt}^{kn}$
Bid-Offer Volume	$qBO_{ij}^n(t)$	MW	${}^f qBO_{ijt}^n$
FPN	$FPN_{ij}(t)$	MW	${}^f FPN_{ijt}$

4.5.2 Point variables for a particular parameter are normally used to calculate an associated function that is defined for all spot times in a Settlement Period, or in the time interval between such Point Variables. Such associated functions are expressed as a function of time $F(t)$ and are calculated by linear interpolation from the point variables.

4.5.3 Whenever linear interpolation is referred to, the procedures set out in paragraphs 4.5.4 shall be followed.

4.5.4 Where for the purposes of the Code, a function of time $F(t)$ is to be established by linear interpolation from a set of related pairs of spot values with point identification numbers and associated spot times t (each being a whole number of minutes) the following interpretation shall apply:

- (a) For a spot time t_i which is not a spot value contained in the set of related pairs, but which lies within the range of t spanned by the set of related pairs, the following formula shall be applied:

$$F(t_i) = {}^H F_{t_0} + ({}^L F_{t_1} - {}^H F_{t_0}) * (t_i - t_0) / (t_1 - t_0)$$

where

t_0 refers to the value of t in that related pair in the set of related pairs in which t is less than t_i , and where the t of the related pair is the closest t to t_i .

t_1 refers to the value of t in that related pair in the set of related pairs in which t is greater than t_i , and where the t of the related pair is the closest t to t_i .

${}^H F_{t_0}$ refers to the value of ${}^f F_t$ related to t_0 with the highest value of f ; and

${}^L F_{t_1}$ refers to the value of ${}^f F_t$ related to t_1 with the lowest value of f .

- (b) For a spot time t_i that is a value of t referred to in a related pair where a single value of ${}^f F_t$ exists, the value of $F(t_i)$ shall be set to ${}^f F_{t_i}$ contained in that related pair.
- (c) For a spot time t_i that is a value of t referred to in a related pair where two values of ${}^f F_t$ exist, the value of $F(t_i)$ shall (subject to 4.6.1(a)) and 4.6.1(b)) below) remain undefined for that time t_i .

4.6 Evaluation of Period Variables from Supplied and Interpolated Spot Variables

4.6.1 Period Variables represent the integrated MWh value over the Settlement Period j . Period variables are evaluated as follows:

The value of the Period Variable F_j for Settlement Period j , is determined by integrating the associated function of time $F(t)$ with respect to time across the Settlement Period.

- (a) Where the spot time t_i is the first spot time of the Settlement Period, the value of $F(t_i)$ shall be set to the value of ${}^H F_{t_i}$ for the purposes of evaluating the integral.
- (b) Where the spot time t_i is the last spot time of the Settlement Period, the value of $F(t_i)$ shall be set to the value of ${}^L F_{t_i}$ for the purposes of evaluating the integral.

- (c) Where for one or more spot time(s) ($t_1, t_2 \dots t_n$) falling within the Settlement Period, the value of $F(t_i)$ remains undefined because two values of tF_u exist for those spot times, and the spot times are neither the first nor last spot times in the Settlement Period, the integral will be evaluated pursuant to 4.6.2.

4.6.2 The integral shall be evaluated as the sum of:

- (a) the integral for the period from the first spot time of the Settlement Period to the spot time immediately preceding the first such spot time; plus
- (b) the integral from the spot time immediately succeeding the last such spot time to the last spot time of the Settlement Period; plus
- (c) the integrals for each of the other periods within the Settlement Period, if any, defined by the interval between the spot time immediately succeeding any such spot time and the spot time immediately preceding the next such spot time.

Table X-1**Use of Subscripts and Superscripts Applying Except in Relation to Section S**

The following subscripts and superscripts are used in the formulae and other algebraic expressions contained in the Code to refer to the following:

Symbol	Parameter
a	Energy Account
b	Energy Account
d	Day
e	A particular order number of a Ranked Bid Volume or Ranked Offer Volume
f	Point Value Identification Number
g	A particular Bid-Offer Pair Number
H	The higher of two Point Value Identification Numbers f, specified at the same time t for function $f^H(t)$
i	BM Unit
j	Settlement Period
k	Bid-Offer Acceptance Number
L	The lower of two Point Value Identification Numbers f, specified at time t for function $f^L(t)$
m	Calendar month
n	Bid-Offer Pair Number
p	Trading Party, or Contract Trading Party as the case may be
q	The order number of a Ranked Bid Volume or Ranked Offer Volume
s	Market Index Data Provider
u	The Non-Delivery Order Number
v	A particular order number of a ranked accepted Offer or a Ranked Bid Volume or Ranked Offer Volume as the case may be
w	The order number of a ranked accepted Offer or a Ranked Priced Bid
x	The order number of a Ranked Priced Offer
y	BSC Year
z	Energy Contract Volume Notification or Metered Volume Reallocation Notification as the case may be.

Table X-2

Terms and Expressions Applying Except in Relation to Section S

1. Subject to paragraph 2, unless the context otherwise requires, in the Code the words, expressions and acronyms set out in this Table shall bear the respective meanings set out therein.
2. In the fourth column of this Table, words in italics are explanatory only and shall not affect the interpretation of any term in the Table or otherwise of the Code.

Defined Term	Acronym	Units	Definition/Explanatory Text
	α		<p>The number 0.45 as specified in Section T2.2.1(b).</p> <p><i>The factor α is that proportion of transmission losses to be deducted in total from the BM Unit Metered Volume of BM Units in delivering Trading Units, for the purposes of allocating transmission losses.</i></p> <p><i>For the purposes of the above, transmission losses are defined as the sum of BM Unit Metered Volume over all BM Units (with BM Units that import having a negative value of BM Unit Metered Volume)</i></p>
accepted Bid		MWh	Has the meaning given to that term in Annex T-1.
accepted Offer		MWh	Has the meaning given to that term in Annex T-1.
Acceptance Data			Data (in accordance with Section Q5.3.1) to be submitted by the Transmission Company pursuant to Section Q6.2.1(e).
Acceptance Volume	$qA_{ij}^k(t)$	MW	<p>The quantity determined in accordance with Section T3.4.</p> <p><i>The Acceptance Volume is a quantity of absolute MW for any spot time t obtained by interpolating between Point Acceptance Volumes, qA_{it}^k, derived from the Acceptance Volume Pairs submitted as part of Acceptance Data for BM Unit i.</i></p>
Acceptance Volume Pair			<p>A pair of data items expressed in accordance with Section Q5.3.1(a) and submitted as part of the Acceptance Data pursuant to Section Q6.2.1(e).</p> <p><i>The Acceptance Volume Pair is a pair of MW</i></p>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>levels each with an associated spot time which describe the absolute MW level at which a BM Unit should operate at those spot times as a result of Acceptance k.</i>
Accepted Bid Volume	$qAB_{ij}^{kn}(t)$	MW	The quantity established in accordance with Section T3.7.1. <i>The Accepted Bid Volume is the quantity of Bid n being the negative part of the Accepted Bid-Offer Volume accepted as a result of Bid-Offer Acceptance k from BM Unit i at spot times t within Settlement Period j.</i>
Accepted Bid-Offer Volume	$qABO_{ij}^{kn}(t)$	MW	The quantity established in accordance with Section T3.6. <i>The Accepted Bid-Offer Volume is the quantity of Bid or Offer from Bid-Offer Pair n accepted as a result of Bid-Offer Acceptance k in Settlement Period j from BM Unit i, for any spot time t within Settlement Period j</i>
Accepted Offer Volume	$qAO_{ij}^{kn}(t)$	MW	The quantity established in accordance with Section T3.7.2. <i>The Accepted Offer Volume is the quantity of Offer n being the positive part of the Accepted Bid-Offer Volume accepted as a result of Bid-Offer Acceptance k from BM Unit i at spot times t within Settlement Period j.</i>
Account Bilateral Contract Volume	$QABC_{aj}$	MWh	The quantity determined in accordance with Section P4.1.1. <i>The Account Bilateral Contract Volume is the aggregate of all Energy Contract Volumes relating to Energy Account a in Settlement Period j disregarding those that have been rejected and those contained in Energy Contract Volume Notifications that were refused and represents the energy debited from account a and credited to the other accounts (except in the case of the Transmission Company) for the purpose of calculating Account Energy Imbalance Volume.</i>
Account Credited Energy Volume	$QACE_{aj}$	MWh	The quantity determined in accordance with Section T4.6.1. <i>The Account Credited Energy Volume is the</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>aggregate of the BM Unit Metered Volumes allocated to Energy Account a in Settlement Period j.</i>
Account Energy Imbalance Cashflow	CAEI _{aj}	£	The amount determined in accordance with Section T4.7.1. <i>The Account Energy Imbalance Cashflow is the total cashflow resulting from the Energy Imbalance of Energy Account a in Settlement Period j such that a negative quantity represents a payment to the Trading Party holding Energy Account a and a positive quantity represents a payment by the Trading Party holding Energy Account a.</i>
Account Energy Imbalance Volume	QAEI _{aj}	MWh	The quantity determined in accordance with Section T4.6.3. <i>The Account Energy Imbalance Volume is the sum of the Account Credit Energy Volume, plus the Account Period Bid-Offer Volume less the Account Bilateral Contract Volume for Energy Account a, in Settlement Period j.</i>
Account Period Balancing Services Volume	QABS _{aj}	MWh	The quantity determined in accordance with Section T4.6.2. <i>The Account Period Balancing Services Volume is the sum of the net quantity of all accepted Bids and Offers, and the net energy associated with delivery of Applicable Balancing Services from all BM Units for which Energy Account a is the Lead Energy Account in Settlement Period j.</i>
Actual Energy Indebtedness	AEI _p	MWh	The amount determined as such in accordance with Section M1.2.5. <i>The Actual Energy Indebtedness is the net energy contribution determined to be allocated to a Trading Party for Settlement Periods as defined in Section M1.2.1.</i>
Arbitrage Accepted Bids			Has the meaning given to that term in Annex T-1. <i>Arbitrage Accepted Bids are those accepted Bids (or parts thereof) in Settlement Period j, for which the Bid Price is greater than or equal to the Offer Price of one or more accepted Offers in the same Settlement</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Period. The quantity of Arbitrage Accepted Bids tagged as such in a particular Settlement Period is limited by the aggregate quantity of accepted Offers for which the Offer Price is less than equal to the Bid Price of accepted Bids.</i>
Arbitrage Accepted Offers			Has the meaning given to that term in Annex T-1. <i>Arbitrage Accepted Offers are those accepted Offers (or parts thereof) in Settlement Period j, for which the Offer Price is less than or equal to the Bid Price of one or more accepted Bids in the same Settlement Period. The quantity of Arbitrage Accepted Offers tagged as such in a particular Settlement Period is limited by the aggregate quantity of accepted Bids for which the Bid Price is greater than or equal to the Offer Price of accepted Offers.</i>
Balancing Mechanism Window Period			In relation to a particular time, the Balancing Mechanism Window Period is the period from that time to the end of the Settlement Period for which Gate Closure has most recently occurred at that time. <i>The Balancing Mechanism Window Period has a duration of between 1 and 1 ½ hours.</i>
Bid			The quantity (as provided in Section Q4.1.3(a) or, where applicable, established in Section T3.4B.3) in a Bid-Offer Pair if considered as a possible decrease in Export or increase in Import of the relevant BM Unit at a given time.
Bid Non-Delivery Volume	QNDB ⁿ _{ij}	MWh	The quantity determined in accordance with Section T4.8.10. <i>The Bid Non-Delivery Volume is the quantity of non-delivery apportioned to Bid n from BM Unit i in Settlement Period j.</i>
Bid Price	PB ⁿ _{ij}	£/MWh	The amount in £/MWh associated with a Bid and comprising part of a Bid-Offer Pair.
Bid-Offer Acceptance Number	k		A number used to identify a particular Acceptance.

Defined Term	Acronym	Units	Definition/Explanatory Text
Bid-Offer Acceptance Time	T_{it}^k	Spot time	Has the meaning given to that term in Section Q5.1.11.
Bid-Offer Data			Data (comprising the items set out in Section Q4.1.3) to be submitted by the Transmission Company pursuant to Section Q6.2.1(d).
Bid-Offer Lower Range	$BOLR_{ij}^n(t)$	MW	<p>The range determined in accordance with Section T3.4A.3, T3.4A.4 or T3.5.2 (as the case may be).</p> <p><i>The Bid-Offer Lower Range is that data calculated for spot times t in Settlement Period j and BM Unit i, for a Bid-Offer Pair with a negative Bid-Offer Pair Number n. It is used to determine the operating range (in absolute MW) below FPN in which a particular Bid-Offer Pair applies.</i></p>
Bid-Offer Pair			Data which may be submitted in relation to a BM Unit for a Settlement Period, being data that comprises the items set out in Section Q4.1.3, or (where applicable) data created pursuant to Section T3.4B.1.
Bid-Offer Pair Number	n		<p>A number used to identify a particular Bid-Offer Pair.</p> <p><i>Values of n are negative for Bid-Offer Pairs that cover operating levels below FPN and positive for those that cover operating levels above FPN.</i></p>
Bid-Offer Upper Range	$BOUR_{ij}^n(t)$	MW	<p>The range determined in accordance with Section T3.4A.1, T3.4A.2 or T3.5.1 (as the case may be).</p> <p><i>The Bid-Offer Upper Range is that data calculated for spot times t in Settlement Period j and BM Unit i, for a Bid-Offer Pair with a positive Bid-Offer Pair Number n. It is used to determine the operating range (in absolute MW) above FPN in which a particular Bid-Offer Pair applies.</i></p>
Bid-Offer Volume	$qBO_{ij}^n(t)$	MW	<p>The quantity established in accordance with Section T3.3.</p> <p><i>The Bid-Offer Volume is the quantity of power increase or decrease available (relative to FPN) from Bid-Offer Pair n, in Settlement Period j for BM Unit i at spot time t. Initially</i></p>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>the Bid-Offer Volume for a Bid-Offer Pair is constant across a particular Settlement Period.</i>
BM Unit Allocated Demand Volume	BMUADV _{ij}	MWh	The quantity submitted in accordance with paragraph 9.6.2 of Annex S-2.
BM Unit Applicable Balancing Services Volume	QAS _{ij}	MWh	In respect of a BM Unit and a Settlement Period, the Applicable Balancing Services Volume Data sent by the Transmission Company pursuant to Section Q6.4.
BM Unit Credit Assessment Export Capability	BMCAEC _i	MW	The quantity determined in accordance with Section M1.6.3(a).
BM Unit Credit Assessment Import Capability	BMCAIC _i	MW	The quantity determined in accordance with Section M1.6.3(b).
BM Unit Identification Number	i		A unique identifier for each BM Unit.
BM Unit Metered Volume	QM _{ij}	MWh	In respect of a Settlement Period: <ul style="list-style-type: none"> (i) in relation to a BM Unit (other than an Interconnector BM Unit) comprising CVA Metering Systems, the Metered Volume (as determined in accordance with Section R); (ii) in relation to an Interconnector BM Unit of an Interconnector User, the quantity determined in accordance with Section R7.4.2 (but without prejudice to Section T1.4.6); (iii) in relation to an Interconnector BM Unit allocated to an Interconnector Error Administrator, the quantity determined in accordance with Section T4.1; and (iv) in relation to a Supplier BM Unit, the quantity determined in accordance with Section T4.2.1 or (for the purposes only of the Interim Information Settlement

Defined Term	Acronym	Units	Definition/Explanatory Text
			Run) Section T4.2.2.
BM Unit Period Non-Delivery Charge	CND _{ij}	£	The amount determined in accordance with Section T4.8.13. <i>The BM Unit Period Non-Delivery Charge is the total non-delivery charge associated with the non-deliver of Bids or Offers for BM Unit i in Settlement Period j.</i>
Buy Price Cost Adjustment (Energy)	EBCA _j	£	The amount sent by the Transmission Company as the 'Net Buy Price Cost Adjustment (Energy)' in accordance with Section Q6.3.
Buy Price Price Adjustment	BPA _j	£/MWh	The amount sent by the Transmission Company as the 'Buy Price Price Adjustment' in accordance with Section Q6.3.
Buy Price Volume Adjustment (Energy)	EBVA _j	MWh	The amount sent by the Transmission Company as the 'Net Buy Price Volume Adjustment (Energy)' in accordance with Section Q6.3.
Buy Price Volume Adjustment (System)	SBVA _j	MWh	The amount sent by the Transmission Company as the 'Net Buy Price Volume Adjustment (System)' in accordance with Section Q6.3.
Continuous Acceptance Duration	CAD ^k _i	Minutes	The quantity determined in accordance with paragraph 3.1A of Section T. <i>The Continuous Acceptance Duration determined in relation to each Acceptance k, as the period of time from earliest spot time associated with Acceptance k, or any other continuous acceptance, to the latest spot time associated with Acceptance k or any other continuous acceptance.</i>
Continuous Acceptance Duration Limit	CADL	Minutes	The value established and from time to time revised and approved in accordance with Section T3.1B
Credit Assessment Credited Energy Volume	CAQCE _{iaj}	MWh	The amount determined in accordance with Section M1.2.3. <i>The Credit Assessment Credited Energy Volume is the contribution to a Trading Party's Credit Assessment Energy Indebtedness from BM Unit i and Energy</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Account a in Settlement Period j.</i>
Credit Assessment Energy Indebtedness	CEI _{pj}	MWh	The amount determined as such in accordance with Section M1.2.2. <i>The Credit Assessment Energy Indebtedness is the net energy contribution determined to be allocated to a Trading Party for Settlement Periods as defined in Section M1.2.1.</i>
Credit Assessment Load Factor	CALF _i		Is defined in Annex X-1. <i>The factor is used to establish the BM Unit Credit Assessment Export Capability and BM Unit Credit Assessment Import Capability for BM Unit i.</i>
Credit Cover	CC _p	£	Is defined in Annex X-1
Credit Cover Error Compensation	CCEC _p	£	Has the meaning given to that term in Section M4.1.1. <i>The Credit Cover Error Compensation is the aggregate payment that may be made to a Trading Party in relation to a Credit Cover Error.</i>
Credit Cover Error Erroneous Rejection Flag	FLAG _{pj}		Has the value determined in accordance with Section M4.2.3. <i>The Credit Cover Error Erroneous Rejection Flag is a flag indicating whether Settlement Period j was determined erroneously to fall within a Credit Default Rejection Period for Trading Party p.</i>
Credit Cover Error Imbalance Amount	ECB _{pj}	£	The amount determined as such in accordance with Section M4.2.3. <i>The Credit Cover Error Imbalance Amount represents the Energy Imbalance related compensation that may be paid to a Trading Party in relation to Settlement Period j, as a consequence of a Credit Cover Error.</i>
Credit Cover Error Interest Amount	ECA _{pj}	£	The amount determined as such in accordance with Section M4.2.2. <i>The Credit Cover Error Interest Amount represents the interest related compensation that may be paid to a Trading Party in</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>relation to Settlement Period j, as a consequence of a Credit Cover Error.</i>
Credit Cover Error Rejection Volume	REJ _{aj}	MWh	The quantity determined in accordance with Section M4.2.3. <i>The Credit Cover Error Rejection Volume represents an assessment of the change (whether positive or negative) in the quantity of energy that would have been allocated to Energy Account a, of Trading Party P, in Settlement Period j, had Energy Contract Volume Notifications and Data relating to Metered Volume Reallocation Notifications not been rejected in accordance with Sections P2.4.2, and P3.4.2, by virtue of Trading Party P being in Level 2 Credit Default.</i>
Credit Cover Percentage	CCP _{pj}	%	Has the meaning given to that term in Section M3.1.1.
Credited Energy Volume	QCE _{iaj}	MWh	The quantity determined in accordance with Section T4.5.1.
Daily Party BM Unit Cashflow	CBM _p	£	The amount determined in accordance with Section T3.12.2.
Daily Party Energy Imbalance Cashflow	CAEI _p	£	The amount determined in accordance with Section T4.7.3.
Daily Party Information Imbalance Charge	CII _p	£	The amount determined in accordance with Section T4.3.8.
Daily Party Non-Delivery Charge	CND _p	£	The amount determined in accordance with Section T4.8.15
Daily Party Residual Settlement Cashflow	RCRC _p	£	The amount determined in accordance with Section T4.10.4.
Daily System Operator BM Cashflow	CSOBM	£	The amount determined in accordance with Section T4.9.2.
De Minimis Acceptance Threshold	DMAT	MWh	The value established and from time to time revised and approved in accordance with Section T1.7

Defined Term	Acronym	Units	Definition/Explanatory Text
Default Funding Share	FSD _{pm}		Has the meaning given to that term in Section D1.3.1(b).
Delivering Transmission Losses Adjustment.	TLMO _j ⁺		The factor determined as such in accordance with Section T2.3.1. <i>The factor used in the determination of the Transmission Loss Multiplier for BM Units in Delivering Trading Units in Settlement Period j</i>
Energy Contract Volume	ECQ _{xabj}	MWh	An Active Energy value in accordance with Section P2.5.1.
Energy Credit Cover	ECC _p	MWh	Has the meaning given to that term in Section M2.4.1.
Energy Indebtedness	EI _{pj}	MWh	Has the meaning given to that term in Section M1.2.1.
Erroneous Energy Indebtedness	EEI _{pj}	MWh	The amount determined as such in accordance with Section M4.2.2. <i>The Erroneous Energy Indebtedness represents an assessment of that amount of Energy Credit Cover that a Trading Party would have had to establish in Settlement Period j, in order to avoid being in level 1 credit default based on the erroneous calculation of Energy Indebtedness.</i>
Error Correction Payment	ECP _a	£	The payment amount calculated in accordance with Section P6.5.3.
Error Correction Payment Reallocation	ECPR _a	£	The payment reallocation amount calculated in accordance with Section P6.5.5.
FPN	FPN _{ij} (t)	MW	The quantity established in accordance with Section T3.2.1. <i>The final physical notification for BM Unit is the level of import or export (as the case may be) that the Party expects to import or export from BM Unit i, in Settlement Period j, in the absence of any Balancing Mechanism Acceptances from the System Operator.</i> <i>The value of FPN_{ij}(t) is calculated for spot times t in Settlement Period by linear</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>interpolation from the discrete values of Point FPN submitted.</i>
General Funding Share	FSG _{pm}		Has the meaning given to that term in Section D1.2.1(d). <i>In relation to month m, a Trading Party's General Funding Share reflects its proportionate share of the aggregate of certain BSCCo Charges for that month.</i>
Generating Plant Demand Margin	OCNMFD or OCNMFW	MW	Has the meaning given to that term in OC2 of the Grid Code.
GSP Group Take		MWh	In relation to any GSP Group and any Settlement Period, shall be determined as follows: GSPGT = GMV + I – E where: GSPGT means the GSP Group Take for that GSP Group and that Settlement Period; GMV means the GSP Group Metered Volume for that GSP Group and that Settlement Period; I means the magnitude of the quantities of Imports at CVA Boundary Points in that GSP Group (as at the Transmission Boundary) for that Settlement Period; and E means the magnitude of the quantities of Exports at CVA Boundary Points in that GSP Group (as at the Transmission Boundary) for that Settlement Period).
GSP Group Metered Volume		MWh	In relation to any GSP Group and any Settlement Period, a Metered Volume representing the algebraic sum of: (i) the quantity of Active Energy flowing into a GSP Group at Grid Supply Points connected to that GSP Group and at Distribution

Defined Term	Acronym	Units	Definition/Explanatory Text
			<p>Systems Connections Points connected to that GSP Group, and</p> <p>(ii) the quantity of Active Energy flowing out of a GSP Group at Grid Supply Points connected to that GSP Group and at Distribution Systems Connections Points connected to that GSP Group</p> <p>but disregarding Exports and Imports at Boundary Points in that GSP Group.</p>
Gross Contract MWh		MWh	<p>The value established in accordance with Annex D-3 paragraph 3.2.</p> <p><i>The Gross Contract MWh is the gross aggregate of all Energy Contract Volumes and Metered Volume Fixed Reallocations relating to a Trading Party over a given month.</i></p>
Indicated Constraint Boundary Margin	MELNGC	MW	<p>The import and export constraint limits for a BMRS Zone.</p> <p>The import constraint limit being calculated as the boundary transfer limit minus the Demand Forecast plus the sum of Maximum Export Limits for exporting BM Units and the export constraint limit being calculated as the boundary transfer limit plus the Demand Forecast minus the sum of Maximum Export Limits for exporting BM Units</p>
Indicated Demand	INDDEM	MW	<p>The half-hour average MW expected demand in each Settlement Period calculated as the sum of all Physical Notifications for that Settlement Period prevailing at the time of the forecast and for BM Units for which the Physical Notifications are negative, i.e. will be importing energy.</p>
Indicated Generation	INDGEN	MW	<p>The half-hour average MW expected generation in each Settlement Period calculated as the sum of all Physical Notifications for that Settlement Period prevailing at the time of the forecast and for BM Units for which the Physical Notifications are positive, i.e. will be exporting energy.</p>

Defined Term	Acronym	Units	Definition/Explanatory Text
Indicated Imbalance	IMBALNG C	MW	Has the meaning given to that term in BC1 of the Grid Code. <i>Calculated as the difference between the sum of all Physical Notifications for exporting BM Units (i.e. the Indicated Demand) and the Demand Forecast</i>
Indicated Margin		MW	Has the meaning given to that term in BC1 of the Grid Code. <i>Calculated as the difference between the sum of all Maximum Export Limits for exporting BM Units and the Demand Forecast</i>
Indicative Net Imbalance Volume	INIV _j	MWh	The Indicative Net Imbalance Volume calculated in accordance with Section V2.6.5.
Indicative Period Balancing Mechanism Bid Cashflow	ICB ⁿ _{ij}	£	The amount determined in accordance with Section V2.6.6.
Indicative Period Balancing Mechanism Offer Cashflow	ICO ⁿ _{ij}	£	The amount determined in accordance with Section V2.6.6.
Indicative Period BM Unit Total Accepted Bid Volume	IQAB ⁿ _{ij}	MWh	The quantity determined in accordance with Section V2.6.4
Indicative Period BM Unit Total Accepted Offer Volume.	IQA ⁿ _{ij}	MWh	The quantity determined in accordance with Section V2.6.4
Indicative System Buy Price	ISBP _j	£/MWh	The Indicative System Buy Price calculated in accordance with Section V2.6.5.
Indicative System Sell Price	ISSP _j	£/MWh	The Indicative System Sell Price calculated in accordance with Section V2.6.5.
Information Imbalance Charge	CII _{ij}	£	The amount determined in accordance with Section T4.3.6. <i>The Information Imbalance Charge is the charge applicable to the associated Lead Party as a result of the difference in FPN data as modified by Acceptances and BM Unit Metered Volume from BM Unit i in Settlement</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Period j.</i>
Information Imbalance Price	IIP _j	£/MWh	The price specified in Section T4.3.5, being an amount equal to zero.
Initial Energy Credit Cover	IECC _p	MWh	The amount determined as such in accordance with Section M4.2.2. <i>The Initial Energy Credit Cover is the amount of Credit Cover that a Trading Party p has in place at the start of a Credit Cover Error Period.</i>
Initial National Demand Out-Turn	INDO	MW	The half-hour average MW demand metered by the Transmission Company taking into account transmission losses but not including station transformer load, pumped storage demand or Interconnector demand.
Interconnector Metered Volume	IMV _j	MWh	Is defined in Annex X-1. <i>The net aggregate volume of Active Energy, determined as at the Transmission System Boundary, which flowed from or to the relevant Interconnector in Settlement Period j.</i>
Joint BM Unit Data			Is defined in Annex X-1.
Line Loss Factor			Means a multiplier which, when applied to data from a CVA Metering System connected to a Boundary Point on a Distribution System, converts such data into an equivalent value at the Transmission System Boundary.
Main Funding Share	FSM _{pm}		Has the meaning given to that term in Section D1.2.1(a). <i>The Main Funding Share represents a Trading Party's proportionate share of the aggregate Credited Energy Volumes for month m.</i>
Market Index Volume	QXP _{sj}	MWh	In relation to a Market Index Data Provider and a Settlement Period, the volume data to be provided by that Market Index Data Provider in accordance with the Market Index Definition Statement or (where applicable) deemed in accordance with Section T4.4.4B.
Market Index Price	PXP _{sj}	£/MWh	In relation to a Market Index Data Provider and a Settlement Period, the price data to be

Defined Term	Acronym	Units	Definition/Explanatory Text
			provided by that Market Index Data Provider in accordance with the Market Index Definition Statement or (where applicable) deemed in accordance with Section T4.4.4B.
Maximum Delivery Period			Has the meaning given to that term in BC1 of the Grid Code.
Maximum Delivery Volume			Has the meaning given to that term in BC1 of the Grid Code.
Maximum Export Limit			Has the meaning given to that term in BC1 of the Grid Code.
Maximum Import Limit			Has the meaning given to that term in BC1 of the Grid Code.
Metered Volume Fixed Reallocation	$QMFR_{iaj}$	MWh	<p>A MWh value determined in accordance with Section P4.3.1.</p> <p><i>In relation to any BM Unit, for any Settlement Period, Metered Volume Fixed Reallocation means, for Energy Account a of a Contract trading Party, the aggregate of all Metered Volume Reallocation Notification Fixed Data for Metered Volume Reallocation Notifications relating to such Energy Account.</i></p>
Metered Volume Percentage Reallocation	$QMPR_{iaj}$	%	<p>A percentage value determined in accordance with Section P4.3.1.</p> <p><i>In relation to any BM Unit, for any Settlement Period, Metered Volume Percentage Reallocation means, for Energy Account a of Contract Trading Party, the aggregate of all Metered Volume Reallocation Notification Percentage Data for Metered Volume Reallocation Notifications relating to such Party.</i></p>
	$QMFR_{ziaj}$	MWh	<p>An Active Energy value in accordance with Section P3.5.2(a).</p> <p><i>In relation to any BM Unit I, for any Settlement Period j, $QMFR_{ziaj}$ is a fixed volume of Active Energy to be allocated to the corresponding Energy Account a, of a Contract Trading Party other than the Lead Party from the Energy Account of the Lead Party to which the associated Metered</i></p>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Volume Reallocation Notification z, refers.</i>
	$QMPR_{ziaj}$	%	A percentage value in accordance with Section P3.5.2(b). <i>In relation to any BM Unit I, for any Settlement Period j, $QMPR_{ziaj}$ is a percentage of the BM Unit Metered Volume to be allocated to the corresponding Energy Account a of a Contract Trading Party other than the Lead Party from the Energy Account of the Lead Party to which the associated Metered Volume Reallocation Notification z, refers.</i>
Minimum Non-Zero Time			Has the meaning given to that term in BC1 of the Grid Code..
Minimum Zero Time			Has the meaning given to that term in BC1 of the Grid Code..
Monthly Consumption-Charging Net SVA Costs	$MCNSC_m$	£	Has the meaning given to that term in Section D4.1(d).
Monthly Default Costs	MDC_m	£	Has the meaning given to that term in Section D4.1(e).
Monthly Net Main Costs	$MNMC_m$	£	Has the meaning given to that term in Section D4.1(d).
Monthly payment	P_{pm}	£	Has the meaning given to that term in Annex D4 1.1.
Monthly Production-Charging SVA Costs	$MPSC_m$	£	Has the meaning given to that term in Section D4.1(d).
National Demand			Has the meaning given to that term in BC1 of the Grid Code.
Net Imbalance Volume	NIV_j	MWh	The amount determined in accordance with Section T4.4.4A. <i>For each Settlement Period, the Net Imbalance Volume is the volume of the overall system energy imbalance, as a net of all system and energy balancing actions (including BSAD) taken by the Transmission</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Company for the Settlement Period.</i>
NIV Tagged Bid			Has the meaning given to that term in Annex T-1.
NIV Tagged EBVA	TEBVA _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Tagged ESVA	TESVA _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Tagged Offer			Has the meaning given to that term in Annex T-1.
NIV Tagged SBVA	TSBVA _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Tagged SSVa	TSSVA _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Tagged System Total Un-priced Bid Volume	TTQUAB _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Tagged System Total Un-priced Offer Volume	TTQUAO _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Untagged EBCA	UEBCA _j	£	Has the meaning given to that term in Annex T-1.
NIV Untagged EBVA	UEBVA _j	MWh	Has the meaning given to that term in Annex T-1.
NIV Untagged ESCA	UESCA _j	£	Has the meaning given to that term in Annex T-1.
NIV Untagged ESVA	UESVA _j	MWh	Has the meaning given to that term in Annex T-1.
Non-arbitrage Bids			Has the meaning given to that term in Annex T-1.
Non-arbitrage Offers			Has the meaning given to that term in Annex T-1.
Non-Delivered Bid Charge	CNDB ⁿ _{ij}	£	The amount determined in accordance with Section T4.8.12.

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>The Non-Delivered Bid Charge is a charge in Settlement Period j, that may relate to an accepted Bid n, that is determined not to have been delivered (either wholly or in part) from BM Unit i.</i>
Non-Delivered Offer Charge	CNDO ⁿ _{ij}	£	The amount determined in accordance with Section T4.8.11. <i>The Non-Delivered Offer Charge is a charge in Settlement Period j, that may relate to an accepted Offer n, that is determined not to have been delivered (either wholly or in part) from BM Unit i.</i>
Non-Delivery Order Number	u		The number allocated to an Offer or Bid in accordance with Section T4.8.4 or T4.8.8. <i>The Non-Delivery Order Number (u) is an index used to rank non-delivered Offers or Bids from a BM Unit in a particular Settlement Period in order to determine the order of allocation the Period BM Unit Non-Delivered Offer Volume, or the Period BM Unit Non-Delivered Bid Volume.</i>
Notice to Deliver Bids			Has the meaning given to that term in BC1 of the Grid Code.
Notice to Deliver Offers			Has the meaning given to that term in BC1 of the Grid Code.
Notice to Deviate from Zero			Has the meaning given to that term in BC1 of the Grid Code.
Offer			The quantity (as provided in Section Q4.1.3(a) or, where applicable, established in Section T3.4B.3) in a Bid-Offer Pair if considered as a possible increase in Export or decrease in Import of the relevant BM Unit at a given time.
Offer Non-Delivery Volume	QNDO ⁿ _{ij}	MWh	The quantity determined in accordance with Section T4.8.6. <i>The Offer Non-Delivery Volume is the quantity of non-delivery apportioned to Offer n from BM Unit i in Settlement Period j.</i>
Offer Price	PO ⁿ _{ij}	£/MWh	The amount in £/MWh associated with an Offer and comprising part of a Bid-Offer Pair.

Defined Term	Acronym	Units	Definition/Explanatory Text
Offtaking Transmission Losses Adjustment	TLMO _j ⁻		The factor determined as such in accordance with Section T2.3.1. <i>The factor used in the determination of the Transmission Loss Multiplier for BM Units in Offtaking in Trading Units in Settlement Period j</i>
Output Usable		MW	Has the meaning given to that term in the Grid Code.
Party Daily Reallocation Proportion			Has the meaning given to that term in Section G1.3.
Period Accepted Bid Volume	QAB _{ij} ^{kn}	MWh	The quantity established in accordance with Section T3.8.2. <i>The Period Accepted Bid Volume is the volume of Bid n, accepted in respect of BM Unit i, in Settlement Period j, as a result of Acceptance k.</i>
Period Accepted Offer Volume	QAO _{ij} ^{kn}	MWh	The quantity established in accordance with Section T3.8.1. <i>The Period Accepted Offer Volume is the volume of Offer n, accepted in respect of BM Unit i, in Settlement Period j as a result of Acceptance k.</i>
Period BM Unit Bid Cashflow	CB _{ij} ⁿ	£	The amount determined in accordance with Section T3.10.2. <i>The Period BM Unit Bid Cashflow is the total cashflow resulting from accepted volumes of Bid n from BM Unit i in Settlement Period j.</i>
Period BM Unit Balancing Services Volume	QBS _{ij}	MWh	The quantity determined in accordance with Section T4.3.2. <i>The Period BM Unit Balancing Services Volume is the sum of the net quantity of accepted Bids and Offers and the net quantity of energy associated with delivery of Applicable Balancing Services from BM Unit i in Settlement Period j.</i>
Period BM Unit Cashflow	CBM _{ij}	£	The amount determined in accordance with Section T3.11.1. <i>The Period BM Unit Cashflow is the total</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>cashflow resulting from all accepted Bids and Offers from BM Unit i in Settlement Period j.</i>
Period BM Unit Non-Delivered Bid Volume	QNDB _{ij}	MWh	The quantity determined in accordance with Section T4.8.2. <i>The Period BM Unit Non-Delivered Bid Volume is the quantity of non-delivered Bids from BM Unit i in Settlement Period j.</i>
Period BM Unit Non-Delivered Offer Volume	QNDO _{ij}	MWh	The quantity determined in accordance with Section T4.8.1. <i>The Period BM Unit Non-Delivered Offer Volume is the quantity of non-delivered Offers from BM Unit i in Settlement Period j.</i>
Period BM Unit Offer Cashflow	CO ⁿ _{ij}	£	The amount determined in accordance with Section T3.10.1. <i>The Period BM Unit Offer Cashflow is the total cashflow resulting from accepted volumes of Offer n from BM Unit i in Settlement Period j.</i>
Period BM Unit Total Accepted Bid Volume	QAB ⁿ _{ij}	MWh	The quantity established in accordance with Section T3.9.2. <i>The Period Accepted Offer Volume is the quantity of Offer n, accepted in respect of BM Unit i, in Settlement Period j, as a result of all Acceptances.</i>
Period BM Unit Total Accepted Offer Volume	QAO ⁿ _{ij}	MWh	The quantity established in accordance with Section T3.9.1. <i>The Period Accepted Offer Volume is the quantity of Offer n, accepted in respect of BM Unit i, in Settlement Period j, as a result of all Acceptances.</i>
Period BM Unit Total Priced Accepted Bid Volume	QAPB ⁿ _{ij}	MWh	The quantity determined in accordance with Section T3.9A. <i>The period BM Unit Total Priced Accepted Bid Volume is the quantity of Bid n, accepted in respect of BM Unit i, in Settlement Period j, as a result of all Acceptances that may contribute to the determination of System Sell Price.</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
Period BM Unit Total Priced Accepted Offer Volume	$QAPO_{ij}^n$	MWh	The quantity determined in accordance with Section T3.9A. <i>The period BM Unit Total Priced Accepted Offer Volume is the quantity of Offer n, accepted in respect of BM Unit i, in Settlement Period j, as a result of all Acceptances that may contribute to the determination of System Buy Price.</i>
Period Expected Metered Volume	QME_{ij}	MWh	The quantity determined in accordance with Section T4.3.3. <i>The Period Expected Metered Volume is the quantity of energy that a particular BM Unit i, is expected to export or import in Settlement Period j, after taking account of any accepted offers or bids.</i>
Period FPN	FPN_{ij}	MWh	The quantity determined in accordance with T4.3.1. <i>The Period FPN is the integrated MWh of energy implied by integrating the Final Physical Notification for BM Unit i over Settlement Period j.</i>
Period Information Imbalance Volume	QII_{ij}	MWh	The quantity determined in accordance with Section T4.3.4. <i>The Period Information Imbalance Volume is the difference between the BM Unit Metered Volume and the Period Expected Metered Volume for BM Unit i in Settlement Period j.</i>
Period Priced Accepted Bid Volume	$QAPB_{ij}^{kn}$	MWh	The quantity determined in accordance with Section T3.8A. <i>The Period Priced Accepted Bid Volume is the volume of Bid n, accepted in respect of BM Unit I, in Settlement Period j, as a result of Acceptance k that may contribute to the determination of System Sell Price.</i>
Period Priced Accepted Offer Volume	$QAPO_{ij}^{kn}$	MWh	The quantity determined in accordance with Section T3.8A. <i>The Period Priced Accepted Offer Volume is the volume of Offer n, accepted in respect of BM Unit I, in Settlement Period j, as a result of Acceptance k that may contribute to the</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>determination of System Buy Price.</i>
Point Acceptance Volume	qA_{it}^k	MW	A MW level and associated time created in accordance with Section T3.1.2(c) <i>A Point Acceptance Volume submitted as part of Acceptance Volume Pair, is a level in absolute MW for spot time t and BM Unit i, used to imply the acceptance of one or more Offers and/or Bids.</i>
Point Bid-Offer Volume	$fqBO_{ijt}^n$	MW	A MW level and associated time in accordance with Section T3.1.2(b). <i>The Point Bid-Offer Volume is one of two MW quantities each with the same or different associated spot time t, determined for each Bid-Offer Pair n, for BM Unit i in Settlement Period j.</i>
Point FPN	$fFPN_{ijt}$	MW	A MW quantity and associated time in accordance with Section T3.1.2(a). <i>Point FPN data is a series of one or more MW spot values submitted for spot times t in Settlement Period j for BM Unit i. It is used to determine the values of Final Physical Notification.</i>
Point Value Identification Number	f		A number used to differentiate two values of a point variable determined for the same spot time and established for Point FPN values in Section T3.1.2(a) and for Point Bid-Offer Volumes in Section T3.1.2(b).
Remaining Period BM Unit Non-Delivered Bid Volume	$RQNDB_{ij}^u$	MWh	The quantity determined as such in accordance with Section T4.8.10 <i>The Remaining Period BM Unit Non-Delivered Bid Volume is the amount of Non-Delivered Bid Volume remaining to be allocated to Bid u from BM Unit i in Settlement Period j.</i>
Remaining Period BM Unit Non-Delivered Offer Volume	$RQNDO_{ij}^u$	MWh	The quantity determined as such in accordance with Section T4.8.6. <i>The Remaining Period BM Unit Non-Delivered Offer Volume is the amount of Non-Delivered Offer Volume remaining to be allocated to Offer u from BM Unit i in</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>Settlement Period j.</i>
Residual Cashflow Reallocation Cashflow	RCRC _{aj}	£	The cashflow determined in accordance with Section T4.10.3. <i>The Residual Cashflow Reallocation Cashflow is the cashflow to Energy Account a in Settlement Period j resulting from the reallocation the Total System Residual Cashflow.</i>
Residual Cashflow Reallocation Proportion	RCRP _{aj}		The proportion determined in accordance with Section T4.10.2. <i>The Residual Cashflow Reallocation Proportion is a fraction expressing the proportion of the Total System Residual Cashflow to be allocated to Energy Account a in Settlement Period j.</i>
Run-Down Rate(s)			Has the meaning given to that term in BC1 of the Grid Code.
Run-Up Rate(s)			Has the meaning given to such term in BC1 of the Grid Code.
Sell Price Cost Adjustment (Energy)	ESCA _j	£	The amount sent by the Transmission Company as the 'Net Sell Price Cost Adjustment (Energy)' in accordance with Section Q6.3.
Sell Price Price Adjustment	SPA _j	£/MWh	The amount sent by the Transmission Company as the 'Sell Price Price Adjustment' in accordance with Section Q6.3.
Sell Price Volume Adjustment (Energy)	ESVA _j	MWh	The amount sent by the Transmission Company as the 'Net Sell Price Volume Adjustment (Energy)' in accordance with Section Q6.3.
Sell Price Volume Adjustment (System)	SSVA _j	MWh	The amount sent by the Transmission Company as the 'Net Sell Price Volume Adjustment (System)' in accordance with Section Q6.3.
Settlement Period	j		A period of 30 minutes beginning on the hour or the half-hour and in accordance with paragraph 4.3.
Settlement Period Duration	SPD	Hours	0.5 hours.

Defined Term	Acronym	Units	Definition/Explanatory Text
Small Scale Third Party Generating Plant Limit	SSTPGPL		The quantity established in accordance with Section L1.5 <i>The Small Scale Third Party Generating Plant Limit is the maximum generation capacity (measured at the Boundary Point) of the aggregate Small Scale Third Party Generating Plant connected to a Distribution System at a single Boundary Point.</i>
Stable Export Limit			Has the meaning given to that term in BC1 of the Grid Code.
Stable Import Limit			Has the meaning given to that term in BC1 of the Grid Code.
Submitted Bid-Offer Pair			A Bid-Offer Pair in respect of which the Transmission Company submits Bid-Offer Data pursuant to Section Q6.2.
Surplus	SPLD or SPLW	MW	Has the meaning given to that term in OC2 of the Grid Code
SVA (Consumption) Funding Share	FSCS _{pm}		Has the meaning given to that term in Section D1.2.1(b). <i>In relation to a month m, the SVA (Consumption) Funding Share represents a Party's proportionate share of the aggregate non-half hourly consumption for that month.</i>
SVA (Production) Funding Share	FSPS _{pm}		Has the meaning given to that term in Section D1.2.1 (c). <i>In relation to a month m, the SVA (Production) Funding Share represents a Party's proportionate share of aggregate Credited Energy Volumes for Production BM Units for that month.</i>
System Buy Price	SBP _j	£/MWh	The price determined in accordance with Section T4.4.5.
System Operator BM Cashflow	CSOBM _j	£	The amount determined in accordance with Section T4.9.1. <i>The System Operator BM Cashflow is the amount paid by the System Operator in Settlement Period j in relation to the operation of the Balancing Mechanism.</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
System Sell Price	SSP _j	£/MWh	The price determined in accordance with Section T4.4.6.
System Total Accepted Bid Volume	TQAB _j	MWh	The quantity determined in accordance with Section T4.4.2 <i>The System Total Accepted Bid Volume is the sum of the Period BM Unit Accepted Bid Volume over all BM Units in Settlement Period j.</i>
System Total Accepted Offer Volume	TQAO _j	MWh	The quantity determined in accordance with Section T4.4.1 <i>The System Total Accepted Offer Volume is the sum of the Period BM Unit Accepted Offer Volume over all BM Units in Settlement Period j.</i>
System Total Un-Priced Accepted Bid Volume	TQUAB _j	MWh	The quantity determined in accordance with Section T4.4.2B. The System Total Un-Priced Accepted Bid Volume is the difference between the System Total Accepted Bid Volume and the sum of the Period BM Unit Priced Accepted Bid Volume over all BM Units in Settlement Period j.
System Total Un-Priced Accepted Offer Volume	TQUAO _j	MWh	The quantity determined in accordance with Section T4.4.2A. <i>The System Total Un-Priced Accepted Offer Volume is the difference between the System Total Accepted Offer Volume and the sum of the Period BM Unit Priced Accepted Offer Volume over all BM Units in Settlement Period j.</i>
System Warning			Has the meaning given to that term in BC1 of the Grid Code.
System Zone			Has the meaning given to that term in the Grid Code.
Total Accepted Priced Bid Volume	TQPAB _j	MWh	The quantity determined in accordance with Section T4.4.8. <i>Total Accepted Priced Bid Volume for Settlement Period j is the sum of the Period BM Unit Total Accepted Bid Volume over all BM Units and over all accepted Bids that are</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
			<i>not Arbitrage Accepted Bids or NIV Tagged Bids.</i>
Total Accepted Priced Offer Volume	TQPAO _j	MWh	The quantity determined in accordance with Section T4.4.7. <i>Total Accepted Priced Offer Volume for Settlement Period j is the sum of the Period BM Unit Total Accepted Offer Volume over all BM Units and over all accepted Offers that are not Arbitrage Accepted Offers or NIV Tagged Offers.</i>
Total Arbitrage Volume	TAQ _j	MWh	The quantity determined in accordance with Section T4.4.9. <i>Total Arbitrage Volume is a MWh quantity equal in magnitude to both the Period Accepted Offer Volume summed over all Arbitrage Accepted Offers and the Period Accepted Bid Volume summed over all Arbitrage Accepted Bids in Settlement Period j.</i>
Total NIV Tagged Volume	TCQ _j	MWh	The quantity determined in accordance with Section T4.4.10. <i>Total NIV Tagged Volume is a MWh quantity equal to the total volume of Ranked Bid Volumes (where the Net Imbalance Volume is a positive number or zero) or the total volume of the Ranked Offer Volumes (where the Net Imbalance Volume is a negative number) in Settlement Period j.</i>
Total Output Usable		MW	Has the meaning given to that term in Section Q6.4.
Total Period Applicable Balancing Services Volume	TQAS _j	MWh	The amount determined in accordance with Section T4.6.5. <i>The Total Period Applicable Balancing Services Volume is the net quantity of energy associated with delivery of Applicable Balancing Services by all BM Units in Settlement Period j.</i>
Total Specified BSC Charges	TSC _{pm}	£	The sum of the Specified BSC Charges for Trading Party p relating to month m.
Total System BM	TCBM _j	£	The amount determined in accordance with

Defined Term	Acronym	Units	Definition/Explanatory Text
Cashflow			Section T3.12.1. <i>The Total System BM Cashflow is the total payments and charges in respect of Balancing Mechanism action for all BM Units, disregarding any Non-Delivered Offer Charges and Non-Delivered Bid Charges.</i>
Total System Energy Imbalance Cashflow	TCEI _j	£	The amount determined in accordance with Section T4.7.2. <i>The Total System Energy Imbalance Cashflow is the total cashflow resulting from the Settlement of Energy Imbalances, summed over all Energy Accounts in Settlement Period j.</i>
Total System Energy Imbalance Volume	TQEI _j	MWh	The quantity determined in accordance with Section T4.6.4. <i>Total System Energy Imbalance Volume is the sum over all Energy Accounts of the Account Energy Imbalance Volume..</i>
Total System Information Imbalance Charge	TCII _j	£	The amount determined in accordance with Section T4.3.7. <i>The Total System Information Imbalance Charge is the total charge for information imbalances, summed over all BM Units in Settlement Period j.</i>
Total System Non-Delivery Charge	TCND _j	£	The amount determined in accordance with Section T4.8.14. <i>The Total System Non-Delivery Charge is the BM Unit Period Non-Delivery Charge summed over all BM Units in Settlement Period j.</i>
Total System Residual Cashflow	TRC _j	£	The amount determined in accordance with Section T4.10.1. <i>The Total System Residual Cashflow is the surplus or deficit of funds remaining to be reallocated after the Settlement of Energy Imbalances, Information Imbalances, the Balancing Mechanism (including non-delivery) and the System Operator BM Charge.</i>

Defined Term	Acronym	Units	Definition/Explanatory Text
Transmission Loss Factor	TLF _{ij}		The factor specified in Section T2.2.1(a), being equal to zero. <i>The Transmission Loss Factor is that factor used to allocate transmission losses on a locational basis to BM Unit i in Settlement Period j.</i>
Transmission Loss Multiplier	TLM _{ij}		The multiplier calculated in accordance with Section T2.3.1(a) or (b). <i>The Transmission Loss Multiplier is the factor applied to BM Unit i in Settlement Period j in order to adjust for Transmission Losses.</i>
Unsubmitted Bid-Offer Pair			Has the meaning given to that term in Section T3.4B.2.
Zonal Output Usable		MW	Has the meaning given to that term in Section Q6.4

Table X-3**Glossary of Acronyms Applying Except In Relation To Section S**

This table provides a list of the acronyms defined in Table X-2, presented in alphabetical order of the acronym name.

Acronym	Units	Corresponding Defined Term or Expression
AEI_p	MWh	Actual Energy Indebtedness
$BMCAEC_i$	MW	BM Unit Credit Assessment Export Capability
$BMCAIC_i$	MW	BM Unit Credit Assessment Import Capability
$BMUADV_{ij}$	MWh	BM Unit Allocated Demand Volume
$BOLR^n_{ij}(t)$	MW	Bid-Offer Lower Range
$BOUR^n_{ij}(t)$	MW	Bid-Offer Upper Range
BPA_j	£/MWh	Buy Price Price Adjustment
CAD_{ki}	Minutes	Continuous Acceptance Duration
CADL	Minutes	Continuous Acceptance Duration Limit
$CAEI_{aj}$	£	Account Energy Imbalance Cashflow
$CAEI_p$	£	Daily Party Energy Imbalance Cashflow
$CALF_i$		Credit Assessment Load Factor
CAP	£/MWh	Credit Assessment Price
$CAQCE_{aj}$	MWh	Credit Assessment Credited Energy Volume
CBM_{ij}	£	Period BM Unit Cashflow
CBM_p	£	Daily Party BM Unit Cashflow
CB^n_{ij}	£	Period BM Unit Bid Cashflow
$CCEC_p$	£	Credit Cover Error Compensation
CC_p	£	Credit Cover
CCP_{pj}	%	Credit Cover Percentage
CEI_{pj}	MWh	Credit Assessment Energy Indebtedness
CII_{ij}	£	Information Imbalance Charge
CII_p	£	Daily Party Information Imbalance Charge

Acronym	Units	Corresponding Defined Term or Expression
CNDB ⁿ _{ij}	£	Non-Delivered Bid Charge
CND _{ij}	£	BM Unit Period Non-Delivery Charge
CNDO ⁿ _{ij}	£	Non-Delivered Offer Charge
CND _p	£	Daily Party Non-Delivery Charge
CO ⁿ _{ij}	£	Period BM Unit Offer Cashflow
CSOBM	£	Daily System Operator BM Cashflow
CSOBM _j	£	System Operator BM Cashflow
DMAT	MWh	De Minimis Acceptance Threshold
EBCA _j	£	Buy Price Cost Adjustment (Energy)
EBVA _j	MWh	Buy Price Volume Adjustment (Energy)
ECA _{pj}	£	Credit Cover Error Interest Amount
ECB _{pj}	£	Credit Cover Error Imbalance Amount
ECC _p	MWh	Energy Credit Cover
ECQ _{zabj}	MWh	Energy Contract Volume
EEI _{pj}	MWh	Erroneous Energy Indebtedness
EI _{pj}	MWh	Energy Indebtedness
ESCA _j	£	Sell Price Cost Adjustment (Energy)
ESVA _j	MWh	Sell Price Volume Adjustment (Energy)
f		Point Value Identification Number
FLAG _{pj}		Credit Cover Error Erroneous Rejection Flag
FPN _{ij}	MWh	Period FPN
^f FPN _{ijt}	MW	Point FPN
FPN _{ij(t)}	MW	FPN
FSCS _{pm}		SVA (Consumption) Funding Share
FSG _{pm}		General Funding Share
FSM _{pm}		Main Funding Share

Acronym	Units	Corresponding Defined Term or Expression
FSPS _{pm}		SVA (Production) Funding Share
i		BM Unit Identification Number
ICB ⁿ _{ij}	£	Indicative Period Balancing Mechanism Bid Cashflow
ICO ⁿ _{ij}	£	Indicative Period Balancing Mechanism Offer Cashflow
IECC _p	MWh	Initial Energy Credit Cover
IIP _j	£/MWh	Information Imbalance Price
IMBALNGC	MW	Indicated Imbalance
IMV _j	MWh	Interconnector Metered Volume
INDDEM	MW	Indicated Demand
INDGEN	MW	Indicated Generation
INDO	MW	Initial National Demand Out-Turn
INIV _j	MWh	Indicative Net Imbalance Volume
IQAB ⁿ _{ij}	MWh	Indicative Period BM Unit Total Accepted Bid Volume
IQAO ⁿ _{ij}	MWh	Indicative Period BM Unit Total Accepted Offer Volume
ISBP _j	£/MWh	Indicative System Buy Price
ISSP _j	£/MWh	Indicative System Sell Price
j		Settlement Period
k		Bid-Offer Acceptance Number
MCNSC _m	£	Monthly Consumption-Charging Net SVA Costs
MDC _m	£	Monthly Default Costs
MELNGC	MW	Indicated Constraint Boundary Margin
MNMC _m	£	Monthly Net Main Costs
MPSC _m	£	Monthly Production-Charging SVA Costs
n		Bid-Offer Pair Number

Acronym	Units	Corresponding Defined Term or Expression
NIV_j	MWh	Net Imbalance Volume
OCNMFD	MW	Generating Plant Demand Margin (daily value)
OCNMFw	MW	Generating Plant Demand Margin (weekly value)
PB_{ij}^n	£/MWh	Bid Price
PO_{ij}^n	£/MWh	Offer Price
PXP_{sj}	£/MWh	Market Index Price
$QABC_{aj}$	MWh	Account Bilateral Contract Volume
QAB_{ij}^{kn}	MWh	Period Accepted Bid Volume
$qAB_{ij}^{kn}(t)$	MW	Accepted Bid Volume
QAB_{ij}^n	MWh	Period BM Unit Total Accepted Bid Volume
$qABO_{ij}^{kn}(t)$	MW	Accepted Bid-Offer Volume
$QABS_{aj}$	MWh	Account Period Balancing Services Volume
$QACE_{aj}$	MWh	Account Credited Energy Volume
$QAEI_{aj}$	MWh	Account Energy Imbalance Volume
$qA_{ij}^k(t)$	MW	Acceptance Volume
qA_{it}^k	MW	Point Acceptance Volume
QAO_{ij}^{kn}	MWh	Period Accepted Offer Volume
$qAO_{ij}^{kn}(t)$	MW	Accepted Offer Volume
QAO_{ij}^n	MWh	Period BM Unit Total Accepted Offer Volume
$QAPB_{knij}$	MWh	Period Priced Accepted Bid Volume
$QAPB_{nij}$	MWh	Period BM Unit Total Priced Accepted Bid Volume
$QAPO_{knij}$	MWh	Period Priced Accepted Offer Volume
$QAPO_{nij}$	MWh	Period BM Unit Total Priced Accepted Offer Volume
QAS_{ij}	MWh	BM Unit Applicable Balancing Services Volume
$qBO_{ij}^n(t)$	MW	Bid-Offer Volume

Acronym	Units	Corresponding Defined Term or Expression
${}^f qBO_{ijt}^n$	MW	Point Bid-Offer Volume
QBS_{ij}	MWh	Period BM Unit Balancing Services Volume
QCE_{iaj}	MWh	Credited Energy Volume
QII_{ij}	MWh	Period Information Imbalance Volume
QME_{ij}	MWh	Period Expected Metered Volume
$QMFR_{iaj}$	MWh	Metered Volume Fixed Reallocation
$QMFR_{ziaj}$	MWh	Metered Volume Reallocation Fixed Data
QM_{ij}	MWh	BM Unit Metered Volume
$QMPR_{iaj}$	%	Metered Volume Percentage Reallocation
$QMPR_{ziaj}$	%	Metered Volume Reallocation Percentage Data
$QNDB_{ij}$	MWh	Period BM Unit Non-Delivered Bid Volume
$QNDB_{ij}^n$	MWh	Bid Non-Delivery Volume
$QNDO_{ij}$	MWh	Period BM Unit Non-Delivered Offer Volume
$QNDO_{ij}^n$	MWh	Offer Non-Delivery Volume
QXP_{sj}	MWh	Market Index Volume
$RCRC_{aj}$	£	Residual Cashflow Reallocation Cashflow
$RCRC_p$	£	Daily Party Residual Settlement Cashflow
$RCRP_{aj}$	No Units	Residual Cashflow Reallocation Proportion
REJ_{aj}	MWh	Credit Cover Error Rejection Volume
$RQNDB_{ij}^u$	MWh	Remaining Period BM Unit Non-Delivered Bid Volume
$RQNDO_{ij}^u$	MWh	Remaining Period BM Unit Non-Delivered Offer Volume
SBP_j	£/MWh	System Buy Price
$SBVA_j$	MWh	Buy Price Volume Adjustment (System)
SPA_j	£/MWh	Sell Price Price Adjustment
$SPBMEI_{aij}$	MWh	Settlement Period BM Unit Energy Indebtedness

Acronym	Units	Corresponding Defined Term or Expression
SPD	h	Settlement Period Duration
SPLD	MW	Surplus (daily value)
SPLW	MW	Surplus (weekly value)
SSP _j	£/MWh	System Sell Price
SSTPGPL		Small Scale Third Party Generating Plant Limit
SSVA _j	MWh	Sell Price Volume Adjustment (System)
TAQ _j	MWh	Total Arbitrage Volume
TCBM _j	£	Total System BM Cashflow
TCEI _j	£	Total System Energy Imbalance Cashflow
TCII _j	£	Total System Information Imbalance Charge
TCND _j	£	Total System Non-Delivery Charge
TCQ _j	MWh	Total NIV Tagged Volume
TEBVA _j	MWh	NIV Tagged EBVA
TESVA _j	MWh	NIV Tagged ESVA
T ^k _{it}	Spot time	Bid-Offer Acceptance Time
TLF _{ij}		Transmission Loss Factor
TLM _{ij}	No Units	Transmission Loss Multiplier
TLMO _j ⁻		Offtaking Transmission Losses Adjustment
TLMO _j ⁺		Delivering Transmission Losses Adjustment.
TQAB _j	MWh	System Total Accepted Bid Volume
TQAO _j	MWh	System Total Accepted Offer Volume
TQAS _j	MWh	Total Period Applicable Balancing Services Volume
TQEI _j	MWh	Total System Energy Imbalance Volume
TQPAB _j	MWh	Total Accepted Priced Bid Volume
TQPAO _j	MWh	Total Accepted Priced Offer Volume
TQUAB _j	MWh	System Total Un-Priced Accepted Bid Volume

Acronym	Units	Corresponding Defined Term or Expression
TQUAO _j	MWh	System Total Un-Priced Accepted Offer Volume
TRC _j	£	Total System Residual Cashflow
TSBVA _j	MWh	NIV Tagged SBVA
TSSVA _j	MWh	NIV Tagged SSVA
TSC _{pm}	£	Total Specified BSC Charges
u		Non-Delivery Order Number
TTQUAB _j	MWh	NIV Tagged System Total Un-priced Bid Volume
TTQUAO _j	MWh	NIV Tagged System Total Un-priced Offer Volume
UEBCA _j	£	NIV Untagged EBCA
UEBVA _j	MWh	NIV Untagged EBVA
UESCA _j	£	NIV Untagged ESCA
UESVA _j	MWh	NIV Untagged ESVA

Table X-4**Use of Subscripts and Superscripts Applying to Section S**

The following subscripts used in the formulae and other algebraic expressions contained in the Code shall bear the following respective meanings for Section S of the Code:

- a refers to a Data Aggregator or, as the context may require in paragraph 3.5 of Annex S-2, to a Data Aggregator appointed by a Primary Supplier against a Primary SVA Metering System Number and a Data Aggregator appointed by an associated Secondary Supplier against a Secondary SVA Metering System Number;
- a1 refers to a Data Aggregator appointed by a Primary Supplier against a Primary SVA Metering System Number K1;
- a1.1 refers to a Data Aggregator appointed by a Primary Supplier against a Primary SVA Metering System Number K1.1;
- an refers to a Data Aggregator appointed by a Secondary Supplier against a Secondary SVA Metering System Number Kn;
- an.1 refers to a Data Aggregator appointed by a Secondary Supplier against a Secondary SVA Metering System Number Kn.1;
- (aa) refers to an Analysis Class;
- (ai) refers to an Adjusted Interval;
- j refers to a Settlement Period;
- i refers to a BM Unit;
- (nn) refers to an individual value of the Regression Coefficient (RC) or of the Matrix of Regression Coefficients (MRC), according to the context;
- (vv) refers to a Consumption Component Class (not for line losses) associated with Consumption Component Class N;
- C refers to a Standard Settlement Configuration;
- H refers to a GSP Group;
- J refers to a Settlement Register;
- K1 refers to a Primary SVA Metering System Number;
- K1.1 refers to the "virtual" Primary SVA Metering System Number where Section K2.5.4(c)(ii) applies to the Primary Supplier;
- Kn refers to a Secondary SVA Metering System Number;
- Kn.1 refers to the "virtual" Secondary SVA Metering System Number where Section K2.5.4(c)(ii) applies to the Secondary Supplier;
- L refers to a Line Loss Factor Class;

N	refers to a Consumption Component Class;
P	refers to a Profile Class;
Q	refers to a Profile;
R	refers to a valid combination of Time Pattern Regime and Standard Settlement Configuration;
T	refers to a Settlement Day;
X	refers to a Time Pattern Regime;
Y	refers to a calendar year;
Z	refers to a Supplier or, as the context may require in paragraph 3.5 of Annex S-2, to the Suppliers acting in the capacity of Primary Supplier and associated Secondary Supplier(s) in respect of a particular Shared SVA Metering System;
Z1	refers to a Supplier acting in the capacity of Primary Supplier in respect of a Shared SVA Metering System; and
Zn	refers to a Supplier acting in the capacity of Secondary Supplier in respect of a Shared SVA Metering System.

Table X-5**Use of Summations Applying to Section S**

The following summations, used in the formulae and other algebraic expressions in Section S, shall bear the following respective meanings:

Σ_a	=	summed over all Data Aggregators (a);
$\Sigma_{(ai)}$	=	summed over all Adjusted Intervals ((ai)) associated with the spot time in question for all Time Pattern Regimes associated with a particular Standard Settlement Configuration;
Σ_j	=	summed over all Settlement Periods;
Σ_N	=	summed over all Consumption Component Classes (N) where, in such summation, values associated with Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering Systems shall be subtracted and values associated with all other Consumption Component Classes shall be added, except in the case of $\Sigma_{N(AA)}$ and $\Sigma_{N(EAC)}$ for the purposes of Annex S-1 paragraph 2;
$\Sigma_{N(nc)}$	=	summed over all those Consumption Component Classes (N) for which the associated GSP Group Correction Scaling Weight (WT_N) is equal to zero and where, in such summation, values associated with Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering Systems shall be subtracted and values associated with all other Consumption Component Classes shall be added;
Σ_T	=	summed over all Settlement Days (T) in a particular Meter Advance Period;
Σ_Z	=	summed over all Suppliers (Z);
Σ_J^K	=	summed over all Settlement Registers (J) in a particular SVA Metering System (K);
Σ_{LK}^N	=	summed over all SVA Metering Systems (K) and Line Loss Factor Classes (L) within a particular Consumption Component Class (not for line losses) (N);
$\Sigma_{LK}^{(vv)}$	=	summed over all SVA Metering Systems (K) and Line Loss Factor Classes (L) within a Consumption Component Class (for line losses) associated with a particular Consumption Component Class (not for line losses) ((vv));
Σ_{LPR}^N	=	summed over all kWh readings within a Settlement Class (LPR) itself within a particular Consumption Component Class (N);
$\Sigma_L^{(vv)}$	=	summed over all Line Loss Factor Classes (L) within a Consumption Component Class (for losses) associated with a particular Consumption Component Class (not for losses) ((vv));

$\Sigma^{(vv)}_{PR}$	=	summed over all Profile Classes (P) and Time Pattern Regimes within Standard Settlement Configuration (R) within a Consumption Component Class (for losses) associated with a particular Consumption Component Class (not for losses) ((vv));
Σ^{HZLPR}_K	=	summed over all non half hourly SVA Metering Systems (K) by Settlement Class (HLPR) for a particular Supplier (Z); and
Σ^H_Z	=	summed over all Suppliers (Z) active within a particular GSP Group (H).
Σ_{ON}	=	summed over all Settlement Periods in a Settlement Day for which the Modified Switched Load State Indicator (SQNEW _{Cj}) has been determined as equal to one by the Supplier Volume Allocation Agent;
Σ_{OFF}	=	summed over all Settlement Periods in a Settlement Day for which the Modified Switched Load State Indicator (SQNEW _{Cj}) has been determined as equal to zero by the Supplier Volume Allocation Agent;
$\Sigma_{N(AA)}$	=	summed over all Consumption Component Classes N that are associated with Annualised Advances;
$\Sigma_{N(EAC)}$	=	summed over all Consumption Component Classes N that are associated with Estimated Annual Consumptions;
Σ^m_d	=	summed over all Settlement Days in a month
$\Sigma_{N(HHA)}$	=	summed over all Consumption Component Classes that are associated with actual values and with half hourly data aggregation in relation to premises which are 100kW Premises save those which are associated with SVA Generation and SVA Generation line losses;
$\Sigma_{N(HHE)}$	=	summed over all Consumption Component Classes that are associated with estimated values and with half hourly data aggregation in relation to premises which are 100kW Premises save those which are associated with SVA Generation and SVA Generation line losses.
$\Sigma^H_{i=}$	=	summed over all Supplier BM Units (i) associated with a particular GSP Group (H);
Σ^{HZ}_i	=	summed over all Supplier BM Units (i) associated with a particular GSP Group (H) and Supplier (Z);
Σ^{HPR}_{ZL}	=	summed over all Suppliers (Z) and Line Loss Factor Classes (L) for Standard Settlement Configuration and Time Pattern Regime combination (R) in Profile Class (P) within GSP Group (H);
Σ^{HPR}_T	=	summed 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);

\sum_{R}^{HPC}	=	summed over all Standard Settlement Configuration and Time Pattern Regime combinations (R) valid for Standard Configuration (C) and Profile Class (P) within GSP Group (H);
\sum_{R}^{HPCT}	=	summed over 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);
\sum_{ZL}^{HPC}	=	summed over all Suppliers (Z) and Line Loss Factor Classes (L) for any one valid combination of Standard Settlement Configuration and Time Pattern Regime for Standard Settlement Configuration (C) in Profile Class (P) within GSP Group (H);
\sum_{C}^{HPT}	=	summed over all Standard Settlement Configurations (C) for Profile Class (P) within GSP Group (H) for Settlement Day (T);
\sum_{T}^{HP}	=	summed over all Settlement Days (T) for Profile Class (P) within GSP Group (H).
$\sum_{N(AI)}$	=	summed over all Consumption Component Classes N that are associated with active import.

Table X-6

Definitions Applying To Section S

Unless otherwise expressly stated the expressions below bear the following meanings in Section S.

The definition of Corrected Correctable Supplier Deemed Take ($CCSDT_{HZj}$) also applies to Annex D-1.

Expression	Acronym	Units	Definition
Adjusted Interval			A period of time associated with a particular Time Pattern Regime based on a time period for which the associated Settlement Registers record Metered Data and determined pursuant to paragraph 6.4 of Annex S-2.
Adjusted Interval End Time			A time associated with a particular Time Pattern Regime and Standard Settlement Configuration determined pursuant to paragraph 6.4 of Annex S-2.
Adjusted Interval Start Time			A time associated with a particular Time Pattern Regime and Standard Settlement Configuration determined pursuant to paragraph 6.4 of Annex S-2.
Allocated BM Unit's Metering System Metered Consumption	$ABMMMC_{iaN}$ LK_j	kWh	The half hour metered Consumption of a Metering System determined pursuant to paragraph 3.6 of Annex S-2.
Allocated Supplier's Metering System Metered Consumption	$ASMMC_{HZaNL}$ K_j	kWh	The half hour metered Consumption of a SVA Metering System determined pursuant to paragraph 3.5 of Annex S-2.
Alternative Average Fraction of Yearly Consumption	$AAFYC_{HPC}$		A value set from time to time by the Panel for one or more multi-register Standard Settlement Configurations, and used in place of the corresponding Average Fraction of Yearly Consumption value for the purpose of calculating profile coefficients pursuant to paragraph 5.1 of Annex S-2.
Analysis Class			A combination of Season Type and Day Type.

Expression	Acronym	Units	Definition
Annual Fraction of Yearly Consumption Adjustment	$AFYCA_{HPC}$		The difference due to rounding between unity and the sum of the Unadjusted Average Fraction of Yearly Consumption Values for a Standard Settlement Configuration and Profile Class within a GSP Group, determined pursuant to paragraph 5.1 of Annex S-2.
Annualised Advance	AA_{KR}	kWh	An estimation of the Meter Advance on a Settlement Register over a period of a year determined pursuant to paragraph 4.3 of Annex S-2.
Annualised Advance Adjustment Factor	$AAAF_{KR}$	Number	A factor used in the determination of Estimated Annual Consumption and determined pursuant to paragraph 4.3 of Annex S-2.
Average Fraction Of Yearly Consumption	$AFYC_{HPR}$		An estimate of the fraction of the total Consumption of a multi-register Standard Settlement Configuration attributable to each Settlement Register of that Standard Settlement Configuration pursuant to paragraph 4.4 of Annex S-2.
Base Fraction	BF_{HPC}	Number	The deemed proportion of Consumption for a Switched Load Metering System which is baseload determined pursuant to paragraph 6.6 of Annex S-2.
Baseload Profile Coefficient	BAP_{HQj}	Number	One of the Basic Period Profile Coefficients which correspond to the Baseload Profile associated with a Switched Load Metering System, determined pursuant to paragraph 6.6 of Annex S-2.
Baseload Profile			The half-hourly profile of all non-switched loads in the Profile Class population, including non-switched loads taken during the periods when the switched load registers are recording Consumption and referred to in paragraph 6.6 of Annex S-2.
Basic Period Profile Coefficient	P_{HQj}	Number	A number determined pursuant to paragraph 6.5 of Annex S-2 and representing the fraction of annual Consumption in a given Settlement Period for a particular profile.

Expression	Acronym	Units	Definition
BM Unit Allocated Demand Volume	$BMUADV_{ij}$	MWh	The energy volume per Settlement Period for a Supplier BM Unit determined pursuant to paragraph 9.6.1 of Annex S-2.
BM Unit Purchase Matrix	$BMPM_{iaLPR}$		A matrix of data as determined pursuant to paragraph 8.1 of Annex S-2.
BM Unit's Metered Consumption	$BMMC_{iaNj}$	MWh	The half hourly metered Consumption, determined by a Half Hourly Data Aggregator pursuant to paragraph 3.6 of Annex S-2, or by the SVAA pursuant to paragraph 7.1 of Annex S-2.
BM Unit's Metered Consumption (Losses)	$BMMCL_{iaNj}$	MWh	The line losses determined by a Half Hourly Data Aggregator as resulting from the BM Unit's Metered Consumption pursuant to paragraph 3.6 of Annex S-2, or by the SVAA pursuant to paragraph 7.2 of Annex S-2.
BM Unit's Profiled Consumption	$BMPC_{iLPRj}$	MWh	A Supplier BM Unit's non half hourly Consumption profiled per Settlement Period for a particular Consumption Component Class, determined pursuant to paragraph 8.1 of Annex S-2.
Calculation Period			The period of consecutive Settlement Days (typically but not necessarily one year in duration) on whose Supplier Purchase Matrix data the calculation of Average Fractions of Yearly Consumption pursuant to paragraph 5.1 of Annex S-2 is based.
Certificate of Supply			For the purposes of Annex S-2 the Estimated Annual Consumption for a Non Qualifying Unmetered Supply as provided from time to time by Public Distribution Service Operator.
Clock Change			A step change in local time the details of which are provided pursuant to paragraph 5.1.5 of Annex S-2.
Clock Interval			A combination of seasons, dates, days and times defining the period over which Consumption is recorded by a Settlement Register the details of which are provided pursuant to paragraph 5.1.1 of Annex S-2.

Expression	Acronym	Units	Definition
Consumption		MWh	The amount of electricity produced by a SVA Generator or used by an SVA Consumer.
Consumption Component Class			<p>A classification of half hourly Consumption which comprises one element from each of the following categories as shown in Table X-8:</p> <ul style="list-style-type: none"> • metered or unmetered; • consumption or SVA generation; • SVA Metering System with or without Metering System specific line losses (but a SVA Metering System without Metering System specific line losses can only be combined with unmetered Consumption); • Consumption without line losses or line losses; • based on actual or estimated half hourly; or • based on Annualised Advance or Estimated Annual Consumption.
Consumption Data			That part of the Supplier Purchase Matrix containing the values of Total Annualised Advance, Total Metered Estimated Annual Consumption and Total Unmetered Consumption.
Co-ordinated Universal Time	UTC	Number	Bears the same meaning as in the document Standard Frequency and Time Signal Emission, International Telecommunication Union - RTF.460(ISBN92-61-05311-4) (colloquially referred to as Rugby Time).
Corrected Component	$CORC_{inj}$	MWh	The Consumption for a Supplier BM Unit's Consumption Component Class after the application of the GSP Group Correction Factor, determined pursuant paragraph 9.3 of Annex S-2.

Expression	Acronym	Units	Definition
Corrected Correctable Supplier Deemed Take	CCSDT _{HZj}	MWh	That part of the Supplier Deemed Take associated with those Consumption Component Classes for which the associated GSP Group Correction Scaling Weight is not equal to zero, determined pursuant to paragraph 9.5 of Annex S-2.
Daily Profile Coefficient	DPC _{HPRT}	Number	A value which, when applied to an Estimated Annual Consumption or Annualised Advance value, supplies an estimate of Consumption for a Settlement Day and which is equal to the sum of the corresponding Period Profile Class Coefficients for that Settlement Day.
Day Type			A code describing whether a particular Settlement Day is a weekday, a Saturday, a Sunday, or a particular Bank Holiday.
Deemed Meter Advance	DMA _{KR}	kWh	An estimated Meter Advance at the time of a change of SVA Supplier or in the other circumstances described in paragraph 4.3 of Annex S-2, calculated by the relevant Non Half Hourly Data Collector pursuant to paragraph 4.3 of Annex S-2.
Deemed Meter Advance Period			A period bearing the same relationship to a Deemed Meter Advance as a Meter Advance Period bears to a Meter Advance.
Default Estimated Annual Consumption For Metered Metering Systems	DEM _{HZLPR}	kWh	The Estimated Annual Consumption value determined by a Non-Half Hourly Data Aggregator pursuant to paragraph 4.4 of Annex S-2.
Default Estimated Annual Consumption For Unmetered Metering Systems	DEU _{HZLPR}	kWh	The value of Estimated Annual Consumption determined for an Unmetered Supply pursuant to paragraph 4.4 of Annex S-2.
Effective From Settlement Date			The date of the Settlement Day on which an Annualised Advance or an Estimated Annual Consumption becomes effective.
Effective To Settlement Date			The date of the last Settlement Day on which an Annualised Advance is effective.
Estimated Annual Consumption	EAC _{KR}	kWh	For each Settlement Register, an estimate of Consumption over a year.

Expression	Acronym	Units	Definition
Estimated Regional Average Demand Per Customer	Y_{Hj}	kW	An estimate of customer Consumption by profile and GSP Group in respect of each Settlement Period, determined pursuant to paragraph 6.5 of Annex S-2.
Fraction Of Yearly Consumption	FYC_{KR}		The fraction of annual Consumption allocated to a Meter Advance Period pursuant to paragraph 4.3 of Annex S-2.
Grid Supply Point Group Measured Temperature	T_{HT}	°F	A temperature taken at locations and times from time to time agreed by the Panel and provided by the Temperature Provider pursuant to paragraph 5.2.2 of Annex S-2.
Group Average Annual Consumption	$GAAC_{HQ}$	MWh	The average annual Consumption for each GSP Group for each profile as supplied by the Profile Administrator pursuant to paragraph 5.1.4 of Annex S-2.
GSP Group Correction Factor	CF_{Hj}		The factor by which the relevant components of GSP Group Consumption are adjusted and which is determined pursuant to paragraph 9.2 of Annex S-2.
GSP Group Correction Scaling Weight	WT_N	Number	The weighting for each Consumption Component Class used in GSP Group correction and which is supplied pursuant to paragraph 5.1.5 of Annex S-2.
GSP Group Half Hourly Consumption	GC_{HNj}	MWh	The GSP Group half hourly Consumption by Consumption Component Class determined pursuant to paragraph 9.1 of Annex S-2.
GSP Group Profile Class Average Estimated Annual Consumption	$GGPCAEAC_H$ PC	kWh	The average Estimated Annual Consumption in respect of a GSP Group, Profile Class and Standard Settlement Configuration determined pursuant to paragraph 5.1 of Annex S-2.
GSP Group Profile Class Default Estimated Annual Consumption	$GGPCDEAC_H$ P	kWh	The average Estimated Annual Consumption provided in respect of a GSP Group and Profile Class pursuant to paragraph 5.1.3 of Annex S-2.
GSP Group Take	$GSPGT_{Hj}$	MWh	In relation to a GSP Group and a Settlement Period, the number submitted to the SVAA by the CDCA pursuant to Section R5.7.1(b).

Expression	Acronym	Units	Definition
Half Hourly Consumption (Losses)	$CLOSS_{iNj}$	MWh	The half hourly Consumption for a Consumption Component Class which is defined as line losses, determined pursuant to paragraph 7.2 or 8.1 of Annex S-2.
Half Hourly Consumption (Non Losses)	C_{iNj}	MWh	The half hourly Consumption for a Consumption Component Class which is defined as not being line losses, determined pursuant to paragraph 7.1 or 8.1 of Annex S-2.
Historical Daily Profile Coefficient	DPC_{HPRT}	Number	A particular Daily Profile Coefficient in respect of a Settlement Day which Settlement Day occurs prior to the 1998 Operational Date and which is determined employing a method authorised by the Executive Committee.
Initial Total Annualised Advance	$ITAA_{HZLPR}$	KWh	The total of all the Annualised Advances for a Supplier in kWh and in respect of a Profile Class, Line Loss Factor Class, Time Pattern Regime and GSP Group, determined pursuant to paragraph 4.4 of Annex S-2.
	$K1_{HPC}$ and $K2_{HPC}$	Numbers	Baseload Profile Consumption during the 'on' and 'off' periods respectively of switched load Time Pattern Regimes for a valid Standard Settlement Configuration associated with switched load, determined pursuant to paragraph 6.6 of Annex S-2.
Line Loss Factor	LLF_{Lj}		A multiplier which, when applied to the value of a SVA Metering System's Consumption, converts such value into its estimated value at the Grid Supply Point, that is including distribution losses.
Line Loss Factor Class			A set of SVA Metering Systems defined by a Distribution System Operator and relating to any one or more of its Distribution System(s) and that are assigned the same Line Loss Factor for each Settlement Period.
Longest Off Period			A period used in determining profile coefficients for Switched Load Metering Systems and determined pursuant to paragraph 6.6 of Annex S-2.
Longest On Period			A period used in determining profile

Expression	Acronym	Units	Definition
			coefficients for Switched Load Metering Systems and determined pursuant to paragraph 6.6 of Annex S-2.
Low Fraction	$LOWF_{HPC}$	Number	The deemed annual Consumption associated with the switched load Settlement Registers expressed as a fraction of total annual Consumption for a Switched Load Metering System, determined pursuant to paragraph 6.6 of Annex S-2.
Low Fraction Consumption	H_{HPC}	Number	The ratio of electricity Consumption deemed as baseload Consumption during the 'on' periods of switched load Time Pattern Regimes to that during the 'off' periods of switched load Time Pattern Regimes, determined pursuant to paragraph 6.6 of Annex S-2.
Low Register Profile Coefficient	$LRPC_{HPCj}$	Number	The deemed fraction of annual Consumption for a Switched Load Metering System in a Settlement Period recorded on those meter registers which are 'on' during times when there is switched load Consumption at such Metering System, determined pursuant to paragraph 6.6 of Annex S-2.
Matrix Of Regression Coefficients	$MRC_{Q(aa)(nn)j}$	Various	The matrix of regression coefficients from time to time supplied by the Profile Administrator pursuant to paragraph 5.1.4 of Annex S-2.
Measurement Class			A classification of Metering Systems which indicates how Consumption is measured (e.g. half hourly, non half hourly, metered or unmetered).
Measurement Quantity			An indicator to show whether Metered Data in respect of a Metering System is export or import active energy.

Expression	Acronym	Units	Definition
Meter Advance	MADV _{KR}	kWh	The difference recorded for a Settlement Register between one reading, or as the case may be, deemed reading of this register and the next reading or, as the case may be, deemed reading of this register (that is over the Meter Advance Period) used in the determination of Annualised Advance pursuant to paragraph 4.3 of Annex S-2. In the case where such next reading is deemed, the Meter Advance may also be known more particularly as a Deemed Meter Advance in which case it shall have an associated Deemed Meter Advance Period.
Meter Advance Period	MAP		The period of complete Settlement Days between successive meter readings for a Settlement Register, which shall be the period from and including the Settlement Day on which a meter reading is taken up to and including the Settlement Day prior to the Settlement Day on which the next meter reading is taken.
Metered Data			Data concerning the quantities of Active Energy exported or imported measured, collected, recorded and otherwise determined pursuant to the Code.
Modified Switched Load State Indicator	SQNEW _{Cj}	Indicator (1 or 0)	A Switched Load State Indicator modified pursuant to paragraph 6.6 of Annex S-2.
Mon _T , Wed _T , Thu _T and Fri _T		Indicators (1 or 0)	A set of indicators whose values are determined pursuant to paragraph 6.5 of Annex S-2.
Non-Correctable Supplier Deemed Take	NCSDT _{HZj}	MWh	The sum of Corrected Components associated with Consumption Component Classes for which the associated GSP Group Correction Scaling Weight is equal to zero, determined pursuant to paragraph 9.5 of Annex S-2.
Noon Effective Temperature	NET _H	°F	A temperature determined pursuant to paragraph 6.5 of Annex S-2.

Expression	Acronym	Units	Definition
Normal Fraction	NF_{HPC}	Number	The deemed annual Consumption associated with the non-switched load Settlement Registers expressed as a fraction of total annual Consumption for a Switched Load Metering System determined pursuant to paragraph 6.6 of Annex S-2.
Normal Register Profile Coefficient	$NRPC_{HPCj}$	Number	The deemed fraction of annual Consumption for a Switched Load Metering System in a Settlement Period recorded on those meter registers which are 'on' during times when there is no switched load Consumption at such Metering System, determined pursuant to paragraph 6.6 of Annex S-2.
Number of Metering Systems Contributing to the Standard Settlement Configuration Estimated Daily Consumption	$NMSSCEDC_H$ PCT	Number	The number of non half hourly metering systems for which SPM data was used in determining the Standard Settlement Configuration Estimated Daily Consumption pursuant to paragraph 5.1 of Annex S-2.
Number Of Non Half Hourly Metered Metering Systems Requiring A Default Estimated Annual Consumption	$NMMDE_{HZLPR}$	Number	The number of non half hourly Settlement Registers within metered SVA Metering Systems without either an Annualised Advance or an Estimated Annual Consumption and which therefore require a Default Estimated Annual Consumption to be determined, the value of which is maintained pursuant to Annex S-2.
Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance	NMA_{HZLPR}	Number	The number of non half hourly Settlement Registers within SVA Metering Systems contributing to the calculation of Total Annualised Advance, the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.
Number Of Non Half Hourly Metering Systems Contributing To The Total Estimated Annual Consumption	$NMME_{HZLPR}$	Number	The number of non half hourly Settlement Registers within metered SVA Metering Systems contributing to the calculation of Total Estimated Annual Consumption, the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.

Expression	Acronym	Units	Definition
Number Of Non Half Hourly Unmetered Metering Systems Contributing To The Total Estimated Annual Consumption	NMUE _{HZLPR}	Number	The number of non half hourly Settlement Registers within Unmetered Supplies contributing to Total Estimated Annual Consumption, the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.
Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption	NMUDE _{HZLPR}	Number	The number of non half hourly Settlement Registers within Unmetered Metering System without an Estimated Annual Consumption and which therefore require a Default Estimated Annual Consumption to be determined, the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.
Period Profile Class Coefficient	PPCC _{HPRj}	Number	The profile coefficient for a Time Pattern Regime associated with a valid combination of Profile Class and Standard Settlement Configuration determined pursuant to paragraph 6.7 of Annex S-2.
Period Time Pattern State Indicator	Q _{Rj}	Indicator (1 or 0)	An indicator showing for a particular combination of Time Pattern Regime and Standard Settlement Configuration whether the associated Settlement Registers are recording Metered Data, determined pursuant to paragraph 6.4 of Annex S-2.
Previous Estimated Annual Consumption	PEAC _{KR}	kWh	The value of Estimated Annual Consumption determined pursuant to paragraph 4.3 of Annex S-2.
Primary Supplier's Metering System Metered Consumption	PSMMC _{Z1a1K1j} or (where applicable) PSMMC _{Z1a1.1K1.1j}	kWh	The half hourly metered Consumption for a Primary SVA Metering System Number determined pursuant to paragraph 3.5 of Annex S-2.
Profile			A pattern of Consumption specified over a Settlement Day, or part thereof, on a Settlement Period basis.
Profile Class			A classification of profiles which represents an exclusive category of customers whose Consumption can be reasonably approximated to a common profile for Settlement purposes.

Expression	Acronym	Units	Definition
Profile Class Estimated Daily Consumption	PCEDC _{HPT}	kWh	The average Estimated Daily Consumption in respect of a GSP Group, Profile Class, Standard Settlement Configuration and Settlement Day determined pursuant to paragraph 5.1 of Annex S-2.
Regression Coefficients	RC _{HQ} RC _{Q(nn)j}	Various	A set of regression coefficients determined pursuant to paragraph 6.5 of Annex S-2.
Rounded-Down Duration	RDD _{R(ai)}	minutes	The duration of a period employed in the rounding of Time Pattern Regime data and determined pursuant to paragraph 6.4 of Annex S-2.
Rounded-Down Spot Time			A spot time associated with a combination of Time Pattern Regimes and Standard Settlement Configuration employed in the rounding of Time Pattern Regime data and determined pursuant to paragraph 6.4 of Annex S-2.
Rounded-Up Duration	RUD _{R(ai)}	minutes	The duration of a period employed in the rounding of Time Pattern Regime data and determined pursuant to paragraph 6.4 of Annex S-2.
Rounded-Up Spot Time			A spot time associated with a combination of Time Pattern Regimes and Standard Settlement Configuration employed in the rounding of Time Pattern Regime data and determined pursuant to paragraph 6.4 of Annex S-2.
Secondary Supplier's Metering System Metered Consumption	SSMMC _{ZnanKnj} or (where applicable) SSMMC _{Znan.1K} n.1j	kWh	The half hourly metered Consumption for a Secondary SVA Metering System Number determined pursuant to paragraph 3.5 of Annex S-2.
Settlement Class			For a Supplier a unique combination of Profile Class, Line Loss Factor Class, Time Pattern Regime and Standard Settlement Configuration within a GSP Group provided pursuant to paragraph 5.1.6 of Annex S-2.
Settlement Period	j		A period of 30 minutes beginning on the hour or the half hour and in accordance with paragraph 4.3.

Expression	Acronym	Units	Definition
Settlement Register			A logical register of a Metering System corresponding to one or more physical active import or active export registers (e.g. totalising meters) and, in the case of SVA Metering Systems not subject to half hourly metering, relating to a single valid combination of Time Pattern Regime and Standard Settlement Configuration.
	SIX_PM	Minutes	The time duration from the start of the Settlement Day to 1800 hours Greenwich Mean Time on that Settlement Day, determined pursuant to paragraph 6.5 of Annex S-2.
Shared Suppliers' Metering System Metered Consumption	SHMMC _{ZaKj}	kWh	The half hourly metered Consumption for a SVA Metering System which measures Active Energy that is allocated between a Primary Supplier and the associated Secondary Supplier(s) and which half hourly consumption is determined pursuant to paragraph 3.5 of Annex S-2.
Smoothing Parameter	SPAR	Number	A parameter set by the Panel from time to time is used in the determination of the Annualised Advance Adjustment Factor pursuant to paragraph 4.3 of Annex S-2.
Standard Settlement Configuration			A standard Metering System configuration recognised by the Supplier Volume Allocation Agent System.
Standard Settlement Configuration Estimated Daily Consumption	SSCED _{HPCT}	kWh	The average Estimated Daily Consumption in respect of a GSP Group, Profile Class, Standard Settlement Configuration and Settlement Day determined pursuant to paragraph 5.1 of Annex S-2.
Sunset Time	SUNT _H	Minutes	The time duration from the start of the Settlement Day to the time of sunset determined pursuant to paragraph 6.5 of Annex S-2 with reference to the Time of Sunset Data.
Sunset Variable	S _H	Minutes	The number of minutes after 1800 hours GMT that the sun is deemed to set <u>in each GSP Group</u> , determined pursuant to paragraph 6.5 of Annex S-2.

Expression	Acronym	Units	Definition
Supplier Cap Take	SCT _{HZj}	MWh	The deemed take (active import) at GSP Group level for a SVA Supplier during a Settlement Period pursuant to paragraph 9.7 of Annex S-2.
Supplier Deemed Take	SDT _{HZj}	MWh	The deemed take at GSP Group level for a SVA Supplier during a Settlement Period determine pursuant to paragraph 9.4 of Annex S-2.
Supplier Purchase Matrix	SPM _{HZaLPR}		A matrix of data as determined pursuant to paragraph 4.4 of Annex S-2.
Supplier's Meter Register Consumption	SMRC _{ZaKj}	kWh	The half hourly metered Consumption for a Settlement Register within a Metering System.
Supplier's Metered Consumption	SMC _{HZaNj}	MWh	The half hourly metered Consumption, determined by a Half Hourly Data Aggregator pursuant to paragraph 3.5 of Annex S-2.
Supplier's Metered Consumption (Losses)	SMCL _{HZaNj}	MWh	The line losses determined by a Half Hourly Data Aggregator as resulting from the Supplier's Metered Consumption pursuant to paragraph 3.5 of Annex S-2.
Supplier's Metering System Metered Consumption	SMMC _{ZaKj}	kWh	The half hourly metered Consumption for a SVA Metering System, determined pursuant to paragraph 3.5 of Annex S-2.
Switched Fraction	SWF _{HPC}	Number	The deemed proportion of Consumption for a Switched Load Metering System which is switched load determined pursuant to paragraph 6.6 of Annex S-2.
Switched Load Metering System			A Metering System which has a Profile Class classified as Economy 7 and/or such other classification as may be agreed from time to time by the Panel.
Switched Load Profile Coefficient	SLP _{HPCj}	Number	A number determined pursuant to paragraph 6.6 of Annex S-2 and representing the fraction of annual Consumption in a given Settlement Period for a particular switched load profile.

Expression	Acronym	Units	Definition
Switched Load State Indicator	SQ _{Cj}	Indicator (1 or 0)	An indicator showing if any Time Pattern Regime associated with a switched load within a Standard Settlement Configuration is recording Metered Data in a given Settlement Period, determined pursuant to paragraph 6.6 of Annex S-2.
Teleswitch Contact			One of the logical contacts within each teleswitched meter.
Teleswitch Contact Interval Data			In respect of a Teleswitch Group, the state of a particular Teleswitch Contact within all Metering Systems within such Teleswitch Group at the start of a UTC Day and, for each following change of state of such contact, the new state of such contact and the time in Co-ordinated Universal Time of such change of state.
Teleswitch Contact Rule			The relationship between a Teleswitch Contact and a Teleswitch Register Rule which is notified by a Supplier pursuant to paragraph 5.1.1 of Annex S-2.
Teleswitch Group			A group of Metering Systems which are controlled by the same teleswitch messages which messages are under the control of a particular person.
Teleswitch Interval			A period during which the Settlement Registers associated with a Teleswitch Time Pattern Regime are recording metered consumption and which is determined pursuant to paragraph 6.2 of Annex S-2.
Teleswitch Regime Indicator		Indicator	An indicator indicating whether a Settlement Register is associated with a Time Pattern Regime provided pursuant to paragraph 5.1.5 of Annex S-2.

Expression	Acronym	Units	Definition
Teleswitch Register Rule			A rule defining when the Settlement Registers associated with a Teleswitch Time Pattern Regime are recording metered consumption which is notified by a Supplier pursuant to paragraph 5.1.1 of Annex S-2.
Teleswitch Time Pattern Regime			A Time Pattern Regime associated with a teleswitched Standard Settlement Configuration in a particular Teleswitch Group.
Threshold Parameter	TP	Number	A parameter set by the Panel from time to time and used in the determination of the Default Estimated Annual Consumption pursuant to paragraph 4.4 of Annex S-2.
Time of Sunset		Time	A set of data supplied to the Supplier Volume Allocation Agent pursuant to paragraph 5.1.6 of Annex S-2.
Time Pattern Regime			A pattern of switching behaviour through time that determines when a Settlement Register is or is not recording Metered Data provided pursuant to paragraph 5.1.5 of Annex S-2.
Time Pattern Regime Estimated Annual Consumption	TPREAC _{HPR}	kWh	The average Estimated Annual Consumption in respect of a GSP Group, Profile Class, Standard Settlement Configuration and Time Pattern Regime determined pursuant to paragraph 5.1 of Annex S-2.
Time Pattern Regime Estimated Daily Consumption	TPREDC _{HPR}	kWh	The average Estimated Daily Consumption in respect of a GSP Group, Profile Class, Standard Settlement Configuration, Time Pattern Regime and Settlement Day determined pursuant to paragraph 5.1 of Annex S-2.
Timeswitch Regime Indicator		Indicator	An indicator indicating whether a Settlement Register is associated with a Time Pattern Regime provided pursuant to paragraph 5.1.5 of Annex S-2.
Total Annualised Advance	TAA _{HZLPR}	MWh	The total of all the Annualised Advances for a Supplier in MWh and in respect of a Profile Class, Line Loss Factor Class, Time Pattern Regime and GSP Group determined pursuant to paragraph 4.4 of Annex S-2.

Expression	Acronym	Units	Definition
Total Estimated Annual Consumption For Non Half Hourly Metered Metering Systems	$ME_{H\text{ZLPR}}$	KWh	The sum of Estimated Annual Consumption for non half hourly metered SVA Metering Systems calculated pursuant to paragraph 4.4 of Annex S-2.
Total Metered Estimated Annual Consumption	$TMEAC_{H\text{ZLPR}}$	MWh	The total metered annual Consumption for a SVA Supplier and in respect of a Profile Class, Line Loss Factor Class, Time Pattern Regime and GSP Group, determined pursuant to paragraph 4.4 of Annex S-2.
Total Number Of Metered Non Half Hourly Metering Systems Contributing To Total Metered Estimated Annual Consumption	$TMEACC_{H\text{ZLPR}}$	Number	The number of metered non half hourly Settlement Registers within SVA Metering Systems contributing to the calculation of Total Metered Estimated Annual Consumption the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.
Total Number Of Non Half Hourly Unmetered Metering Systems Contributing To Total Unmetered Consumption	$TMUEC_{H\text{ZLPR}}$	Number	The number of non half hourly Settlement Registers within Unmetered Supplies contributing to the calculation of Total Unmetered Consumption the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.
Total Unmetered Consumption	$TUE_{H\text{ZLPR}}$	MWh	The total unmetered annual Consumption for a SVA Supplier and in respect of a Profile Class, Line Loss Factor Class, Time Pattern Regime and GSP Group, determined pursuant to paragraph 4.4 of Annex S-2.
Unadjusted Annual Fraction of Consumption	$UAFYC_{H\text{PR}}$		An estimate of the fraction of the total average consumption of a multi-register Standard Settlement Configuration attributable to each Time Pattern Regime of that Standard Settlement Configuration, prior to adjustment for rounding errors, determined pursuant to paragraph 5.1 of Annex S-2.
Unadjusted Interval End Time	$UIET_{X(ai)}$		A time associated with a particular Time Pattern Regime determined pursuant to paragraph 6.4 of Annex S-2.
Unadjusted Interval Start Time	$UIST_{X(ai)}$		A time associated with a particular Time Pattern Regime determined pursuant to paragraph 6.4 of Annex S-2.

Expression	Acronym	Units	Definition
Unadjusted Interval			A period of time beginning at an Unadjusted Interval Start Time and ending at its associated Unadjusted Interval End Time, determined pursuant to paragraph 6.4 of Annex S-2.
Unrounded Duration	$UD_{X(ai)}$	Minutes	The time duration of an Unadjusted Interval determined pursuant to paragraph 6.4 of Annex S-2.
Value Of Estimated Annual Consumption For Non Half Hourly Unmetered Metering Systems	UE_{HZZLPR}	KWh	The value of Estimated Annual Consumption for non half hourly Settlement Registers within Unmetered Supplies, the value of which is maintained pursuant to paragraph 4.4 of Annex S-2.

Table X-7**List of Acronyms Applicable to Section S**

This table provides a list of the acronyms defined in Table X-6, presented in alphabetical order of the acronym name.

Acronym	Corresponding Defined Term or Expression
AAAF _{KR}	Annualised Advance Adjustment Factor
AAFYC _{HPC}	Alternative Average Fraction of Yearly Consumption
AA _{KR}	Annualised Advance
ABMMMC _{iaNLKj}	Allocated BM Unit's Metering System Metered Consumption
AFYC _{HPR}	Average Fraction Of Yearly Consumption
AFYCA _{HPC}	Annual Fraction of Yearly Consumption Adjustment
ASMMC _{HZaNLKj}	Allocated Supplier's Metering System Metered Consumption
BAP _{HQj}	Baseload Profile Coefficient
BF _{HPC}	Base Fraction
BMMC _{iaNj}	BM Unit's Metered Consumption
BMMCL _{iaNj}	BM Unit's Metered Consumption (Losses)
BMPC _{iLPRj}	BM Unit's Profiled Consumption
BMPM _{iaLPR}	BM Unit Purchase Matrix
BMUADV _{ij}	BM Unit Allocated Demand Volume
C _{iNj}	Half Hourly Consumption (Non Losses)
CCSDT _{HZj}	Corrected Correctable Supplier Deemed Take
CF _{Hj}	GSP Group Correction Factor
CLOSS _{iNj}	Half Hourly Consumption (Losses)
CORC _{iNj}	Corrected Component
DEM _{HZLPR}	Default Estimated Annual Consumption For Metered Metering Systems

Acronym	Corresponding Defined Term or Expression
DEU _{HZLPR}	Default Estimated Annual Consumption For Unmetered Metering Systems
DMA _{KR}	Deemed Meter Advance
DPC _{HPRT}	Daily Profile Coefficient
DPC _{HPRT}	Historical Daily Profile Coefficient
EAC _{KR}	Estimated Annual Consumption
FYC _{KR}	Fraction Of Yearly Consumption
GAAC _{HQ}	Group Average Annual Consumption
GC _{HNj}	GSP Group Half Hourly Consumption
GGPCAEAC _{HPC}	GSP Group Profile Class Average Estimated Annual Consumption
GGPCDEAC _{HP}	GSP Group Profile Class Default Estimated Annual Consumption
H _{HPC}	Low Fraction Consumption
K1 _{HPC}	
K2 _{HPC}	
LLF _{Lj}	Line Loss Factor
LOWF _{HPC}	Low Fraction
LRPC _{HPCj}	Low Register Profile Coefficient
MADV _{KR}	Meter Advance
MAP	Meter Advance Period
MRC _{Q(aa)(nn)j}	Matrix Of Regression Coefficients
NCSDT _{HZj}	Non-Correctable Supplier Deemed Take
NET _H	Noon Effective Temperature
NF _{HPC}	Normal Fraction
NMA _{HZLPR}	Number Of Non Half Hourly Metering Systems Contributing To The Total Annualised Advance

Acronym	Corresponding Defined Term or Expression
$NMMDE_{HZZLPR}$	Number Of Non Half Hourly Metered Metering Systems Requiring A Default Estimated Annual Consumption
$NMME_{HZZLPR}$	Number Of Non Half Hourly Metering Systems Contributing To The Total Estimated Annual Consumption
$NMSSCEDC_{HPCCT}$	Number of Metering Systems Contributing to the Standard Settlement Configuration Estimated Daily Consumption
$NMUDE_{HZZLPR}$	Number Of Non Half Hourly Unmetered Metering Systems Requiring A Default Estimated Annual Consumption
$NMUE_{HZZLPR}$	Number Of Non Half Hourly Unmetered Metering Systems Contributing To The Total Estimated Annual Consumption
$NRPC_{HPCj}$	Normal Register Profile Coefficient
$PCEDC_{HPT}$	Profile Class Estimated Daily Consumption
$PEAC_{KR}$	Previous Estimated Annual Consumption
P_{HQj}	Basic Period Profile Coefficient
$PPCC_{HPRj}$	Period Profile Class Coefficient
$PSMMC_{Z1a1K1j}$	Primary Supplier's Metering System Metered Consumption for Secondary SVA Metering System Number K1
$PSMMC_{Z1a1.1K1.1j}$	Primary Supplier's Metering System Metered Consumption for Secondary SVA Metering System Number K1.1
Q_{Rj}	Period Time Pattern State Indicator
$RC_{HQ}RC_{Q(nn)j}$	Regression Coefficients
$RDD_{R(ai)}$	Rounded-Down Duration
$RUD_{R(ai)}$	Rounded-Up Duration
SDT_{HZj}	Supplier Deemed Take
S_H	Sunset Variable
$SHSMMC_{ZaKj}$	Shared Suppliers' Metering System Metered Consumption
SIX_PM	
SLP_{HPCj}	Switched Load Profile Coefficient

Acronym	Corresponding Defined Term or Expression
SMC _{HZaNj}	Supplier's Metered Consumption
SMCL _{HZaNj}	Supplier's Metered Consumption (Losses)
SMMC _{ZaKj}	Supplier's Metering System Metered Consumption
SMRC _{ZaKJj}	Supplier's Meter Register Consumption
SPAR	Smoothing Parameter
SPM _{HZaLPR}	Supplier Purchase Matrix
SQ _{Cj}	Switched Load State Indicator
SSCED _{HPCT}	Standard Settlement Configuration Estimated Daily Consumption
SSMMC _{ZnanKnj}	Secondary Supplier's Metering System Metered Consumption for Secondary SVA Metering System Number Kn
SSMMC _{Znan.1Kn.1j}	Secondary Supplier's Metering System Metered Consumption for Secondary SVA Metering System Number Kn.1
SUNT _H	Sunset Time
SWF _{HPC}	Switched Fraction
TPREAC _{HPR}	Time Pattern Regime Estimated Annual Consumption
TPREDC _{HPRT}	Time Pattern Regime Estimated Daily Consumption
T _{HT}	Grid Supply Point Group Measured Temperature
UAFYC _{HPR}	Unadjusted Annual Fraction of Consumption
WT _N	GSP Group Correction Scaling Weight
Y _{HQj}	Estimated Regional Average Demand Per Customer

Table X-8**List of Valid Consumption Component Classes**

The following table shows a list of valid Consumption Component Classes. The Panel may amend such list of valid Consumption Component Classes from time to time.

Consumption Component Class Id	Measurement Quantity Id	Data Aggregation Type	Metered/Unmetered Indicator	Consumption Component Indicator	Actual/Estimated Indicator	AA/EAC Indicator	Consumption Level Indicator
1	AI	H	M	C	A		B
2	AI	H	U	C	A		-
3	AI	H	M	M	A		B
4	AI	H	M	L	A		B
5	AI	H	U	L	A		-
6	AE	H	M	C	A		-
7	AE	H	M	M	A		-
8	AE	H	M	L	A		-
9	AI	H	M	C	E		B
10	AI	H	U	C	E		-
11	AI	H	M	M	E		B
12	AI	H	M	L	E		B
13	AI	H	U	L	E		-
14	AE	H	M	C	E		-
15	AE	H	M	M	E		-
16	AE	H	M	L	E		-
17	AI	N	M	C		E	-
18	AI	N	M	C		A	-
19	AI	N	U	C		E	-
20	AI	N	M	L		E	-
21	AI	N	M	L		A	-
22	AI	N	U	L		E	-
23	AI	H	M	C	A		A
25	AI	H	M	M	A		A
26	AI	H	M	L	A		A
28	AI	H	M	C	E		A
30	AI	H	M	M	E		A
31	AI	H	M	L	E		A
32	AE	N	M	C		E	-
33	AE	N	M	C		A	-
34	AE	N	M	L		E	-
35	AE	N	M	L		A	-

The attributes of such Consumption Component Classes are for the time being and from time to time valid:

- (i) measurement quantity id, which shall have values:
 - AI active import (consumption);or
 - AE active export (generation);
- (ii) data aggregation type, which shall have values:

- H half hourly; or
- N non-half hourly;
- (iii) metered/ unmetered indicator shall have values:
 - M metered; or
 - U unmetered;
- (iv) consumption component indicator shall have values:
 - C basic consumption (or generation);
 - M metering system specific line losses; or
 - L metering system non-specific line losses;
- (v) actual/ estimated indicator shall have values:
 - A actual;
 - E estimated; or
 - Null;
- (vi) AA/EAC indicator shall have values:
 - A Annualised Advance;
 - E Estimated Annual Consumption; or
 - Null; and
- (vii) Consumption Level Indicators shall have the following values:
 - A Metering System metering at below 100kW Premises (equivalent to Measurement Class "E");
 - B Metering System metering at above 100kW Premises (equivalent to Measurement Class "C"); or
 - Null Not applicable, shown as a hyphen (-), including export, NHH and unmetered MSIDs.