MODIFICATION PROPOSAL P208 – ATTACHMENT 2 - DRAFT LEGAL TEXT

SECTION A: PARTIES AND PARTICIPATION

(*Version 5.0*)

Amend paragraph 1.3.1 as follows:

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:

   (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);

Amend paragraph 3.1.1 as follows:

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:

   (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; and

   (i)   whether the Party is registered for VAT purposes and if so the Party's VAT registration number.

SECTION B: THE PANEL

(*Version 9.0*)

Amend paragraph 2.15 as follows:

2.14   Chief Executive of BSCCo

2.14.1   The Chief Executive of BSCCo shall be entitled to (and, if requested to do so by the Panel Chairman, shall be required to) attend and speak at any meeting of the Panel, and to receive notice of any such meeting, but shall not be entitled to vote at such meetings and shall not be a Panel Member.

2.1.5   Deputy Panel Chairman

2.15.1   The Panel Chairman may after consulting with the Authority appoint to act as Deputy Panel Chairman one of the Panel Members appointed under paragraph 2.5.

SECTION C: BSCCO AND ITS SUBSIDIARIES

(*Version 8.0)*

Amend paragraph 3.1.1 as follows:

3.1 General

3.1.1 Without prejudice to paragraph 1.2.2, BSCCo~~O~~ shall have the following powers, functions and responsibilities:

Amend paragraph 4.6.1 as follows:

4.6 Chief Eexecutive

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 Cehief Eexecutive of BSCCo.

Amend paragraph 9.1 as follows:

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:

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

SECTION D: BSC COST RECOVERY AND PARTICIPATION CHARGES

(*Version 11.0*)

Amend paragraph 4.1 as follows:

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:

(v) any amounts paid to BSCC~~oO~~ by way of fee pursuant to ~~Section P6.2.2, Section P6.7.2 or~~ Section Q7.2.3;

Amend paragraph 6.1.1 as follows:

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 BSCC~~oO~~ or such Party) in respect of BSCCo Charges and Party Charges.

Amend Annex D-1, Part 4, paragraph 1 as follows:

Annex D-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:

$$FSG_{pm} = \{TSC_{pm} + (MNMC_m * FSM_{pm}) + (MCNSC_m * FSCS_{pm}) + (M\underline{PSC}\overline{CSP}_m * FSPS_{pm})\} / \Sigma_p \{TSC_{pm} + (MNMC_m * FSM_{pm}) + (MCNSC_m * FSCS_{pm}) + (MPSC_m * FSPS_{pm})\}$$

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

$MP\overline{CS}SC_m$ = 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

Amend Annex D-4, Determination of Monthly BSCCo Charges as follows:

Annex D-4

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

$MP\overline{CS}SC_m$ = 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;

SECTION F: MODIFICATION PROCEDURES

(*Version 12.0*)

Amend paragraph 2.6.6 as follows:

2.6.6   In respect of each Assessment Procedure, BSCCo shall (after appropriate consultation with the Modification Group):

(d)   if requested by the Modification Group, commission an analysis from relevant Core Industry Document Owners and/or the STC Committee; <u>and</u>

(e)   prepare a project brief for the implementation of the Proposed Modification and any Alternative Modification setting out the proposed steps, timetable and programme plan for such implementation consistent with the proposed Implementation Date in accordance with the Code, BSCP 40 and the IS Policies.

Amend Annex F-1, paragraph 1. as follows:

ANNEX F-1: CONTENTS OF REPORTS

1.   The matters referred to in paragraph 2.6.4 of Section F are (to the extent applicable to the proposal in question):

(t)   the proposed text (if any) to modify the Memorandum and Articles of Association of BSCCo and/or the BSC Clearer in order to give effect to the Proposed Modification and any Alternative Modification, together with a commentary setting out the nature and effect of such text and of other areas of the Memorandum and Articles of Association and/or the Code which would be affected by the changes; and

(<u>u</u><s>t</s>)   a summary of any changes which would be required to Code Subsidiary Documents as a consequence of such Proposed Modification or Alternative Modification.

SECTION G: CONTINGENCIES

(*Version 12.0*)

Delete paragraph 1.1.2(b) as follows:

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;~~

(~~e~~b)   Section Q7, which addresses the possibility of manifest errors in the submission or acceptance of Bids and Offers;

(~~d~~c)   Section Q8, which addresses circumstances in which the Transmission Company may be unable to receive Physical Notifications;

(~~e~~d)   paragraph 3, which addresses Black Start Periods; and

(~~f~~e)   paragraph 4, which applies where the Secretary of State exercises certain emergency powers.

SECTION H: GENERAL

(*Version 10.0*)

Amend paragraph H3.1.1(g)(iv) as follows:

    (g)   where:

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

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

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

        (iv)   the Defaulting Party has an ~~administration~~administrator appointed ~~order under Section 8 of the Insolvency Act 1986~~ or a winding-up order made in relation to it; or

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

        (vi)   a petition is presented or legal proceedings are commenced for making an administration order in relation to, or for the winding up or dissolution of, the Defaulting Party (other than a petition which is vexatious or frivolous and is, in any event, discharged within 21 days of presentation and before it is advertised);

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

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

SECTION I: TRANSITIONAL ARRANGEMENTS FOR IMPLEMENTATION OF BETTA

(*Version 7.0*)

Amend paragraph 8.2.1 as follows:

8.2   BSCCo to develop Entry Processes, Accreditation and Certification Document

8.2.1   BSCC~~o~~o 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.

Amend Table B as follows:

Table B   Trading Unit Configurations

Applicant	Site	Summary of Trading Unit Configurations	Commencement Date
British Energy Generation (UK) Limited	Hunterston power station	Class 6~~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.	BETTA Effective Date
Grangemouth CHP Ltd	BP Grangemouth	Class 6~~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.	BETTA Effective Date

SECTION J: PARTY AGENTS

(*Version 9.0*)

Amend paragraph 1.2.4 as follows:

1.2.4   In satisfying the requirements of paragraphs 1.2.1 and 1.2.3, a Party may, instead of appointing another person (whether another Party or a third party) to fulfil the role of a Party Agent, discharge the relevant function or functions itself provided it is and remains Accredited (where applicable) and, in that event:

      (a)   references to Party Agent, Meter Operator Agent, Data Collector, Half Hourly Data Collector, Non Half Hourly Data Collector, Data Aggregator Half Hourly Data Aggregator, Non Half Hourly Data Agregator, Meter Administrator, Energy Contract Volume Notification Agent and Metered Volume Reallocation Notification Agent (as the case may be) shall be construed as a reference to such Party (acting in its capacity as such Agent); and

      (b)(a)   the provisions of the Code shall apply and be interpreted on the basis that such Party shall itself perform the obligations in respect of which it would otherwise be required to ensure compliance by another person.

Amend paragraph 1.3.2 as follows:

1.3.2   The principal functions of a Supplier Meter Registration Agent are as follows:

      (b)   to provide data from such registration system to Parties, Party Agents and BSC Agents for the purposes of Settlement in accordance with the requirements of the Code;. and

      (c)   to provide BSCCo with data from such registration system for the purposes of monitoring in accordance with BSCP533.

Amend paragraph 2.1.2 as follows:

2.1.2   The following Party Agents shall be subject to the Accreditation Requirements and the Certification Requirements of this Section J applicable to that type of Party Agent or to the functions of that type of Party Agent to be carried out by that Party Agent:

      (a)   Meter Operator Agents;

      (b)   Data Collectors;

      (c)   Data Aggregators; and

      (de)   Meter Administrators.

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

(*Version 22.0*)

Amend paragraph 1.6.2(a)(iii) as follows:

1.6.2   For the purposes of paragraphs 1.6.1, 5.7.1 and Annex K-2 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; or

(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);

Amend paragraph 1.8.2(b)(i) as follows:

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) in accordance with BSCP25:

(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 Ssystems for the time being comprised in any GSP Group, and/or the associated Distribution Systems Connection Points;

Amend paragraph 3.1.4 as follows:

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:

(d)   an Interconnnector BM Unit, in accordance with paragraph 5;

Amend paragraph 7.4.4 as follows:

7.4.4   The provisions of Section M3.4.65 shall apply.

SECTION L: METERING

(*Version 10.0*)

Amend paragraph 3.6 as follows:

3.6   Commissioning and maintenance of Mm**etering E**e**quipment**

SECTION M: CREDIT COVER AND CREDIT DEFAULT

(Version 18.0)

Delete paragraph 3.5.2

3.5.2 ~~This paragraph 3 and paragraph 4 are subject to the provisions of Section P6.~~

Amend ANNEX M-1

Form of Letter of Credit

To: ~~Elexon~~ ELEXON Clear Limited (the "**BSC Clearer**")

SECTION P: ENERGY CONTRACT VOLUMES AND METERED VOLUME REALLOCATIONS

(*Version 12.0*)

Amend paragraph 4A.4.4 as follows:

4A.4.4   If the Confirmed VNNR is:

(b)   valid:

(i)   the VNNCR shall be issued to both Contract Trading Parties to whom the Confirmed VNNR relates;

(ii)   the VNNCR shall state the Valid Nullification Effective Period; and

(iii)   the ECVAA shall commence nullification of all Energy Contract Volumes and Metered Volume Reallocations between the accounts specified in accordance with paragraph 4A.1.2(a), with effect from the Valid Nullification Effective Period.

Delete all paragraphs in 6. as follows:

~~6.   **PAST NOTIFICATION ERRORS**~~

~~6.1   **Meaning of Past Notification Error**~~

~~6.1.1   For the purposes of this Section P:~~

~~(a)   a "**Past Notification Error**" occurred in relation to the notification of Energy Contract Volume Data or Metered Volume Reallocation Data for a Settlement Period where and only where there was an error in the submission of a Volume Notification on the part of the Volume Notification Agent and/or the relevant Contract Trading Parties which was not rectified prior to Gate Closure for the relevant Settlement Period and where Gate Closure for such Settlement Period occurred prior to the date on which this paragraph 6 comes into effect;~~

~~(b)   references in this paragraph 6 to the submission of a Volume Notification:~~

~~(i)   mean the submission of a particular Volume Notification; and~~

~~(ii)   include a failure to submit a Volume Notification~~

~~and the provisions of this paragraph 6 shall be construed accordingly;~~

~~(c)   for the purposes of paragraph (a), an error in the submission of a Volume Notification will be considered to have occurred only where:~~

(i)   the relevant Contract Trading Parties had, at the time of such submission, a demonstrably settled and (save in the case of paragraph 1.4.1) shared commitment to notify particular ascertained Volume Data for the Settlement Period in question; and

(ii)   it is clear that a mistake occurred in giving effect to that commitment;

(d)   in relation to a claim of Past Notification Error:

(i)   the "**relevant**" Volume Notification is the Volume Notification in respect of which the Past Notification Error occurred;

(ii)   the "**relevant**" Volume Notification Agent is the Volume Notification Agent which submitted or failed to submit (as the case may be) the relevant Volume Notification;

(iii)   the "**relevant**" Settlement Period is the Settlement Period in respect of which the Past Notification Error occurred;

(iv)   a "**relevant**" Contract Trading Party is a Contract Trading Party in relation to which the Past Notification Error occurred;

(v)   the "**rectified Volume Notification**" is the Volume Notification which would have been made had the Past Notification Error not occurred; and

(vi)   the "**relevant**" Settlement Run, in relation to a claim or claims for Past Notification Error, is the next Settlement Run as referred to in paragraph 6.5.1(b);

(e)   in relation to a relevant Contract Trading Party, references to a Past Notification Error are to the Past Notification Error which has (or is alleged to have) occurred in respect of such Party;

(f)   "**Volume Data**" means Energy Contract Volume Data or Metered Volume Reallocation Data, as the case may be;

(g)   "**Relevant Account Energy Imbalance Cashflow**" means the Account Energy Imbalance Cashflow of an Energy Account of a relevant Contract Trading Party in relation to a relevant Settlement Period or, if claims for more than one Past Notification Error in respect of the same Volume Notification are made, the net aggregate amount of such Account Energy Imbalance Cashflows for all relevant Settlement Periods.

6.2   Claiming Past Notification Errors

6.2.1   Where a relevant Contract Trading Party considers that there has been a Past Notification Error, such Party may make a claim to that effect by giving written notice of such claim to BSCCo, identifying the Past Notification Error and the relevant Settlement Period, provided that no claim of Past Notification Error may be made after the expiry of ten Business Days after the date on which this paragraph 6 comes into effect.

6.2.2 Subject to paragraph 6.2.6, where a relevant Contract Trading Party makes a claim of Past Notification Error, such Party shall pay a fee to BSCCo for each such claim, the amount of which (for each such claim, provided that, for the purposes of this paragraph 6.2.2 and subject to paragraph 6.2.4, claims of Past Notification Error made by a Party in respect of the same Volume Notification shall be treated as a single claim) shall be £5,000, or such other amount as the Panel may from time to time after consultation with Parties and the approval of the Authority, determine upon not less than 30 days notice to Parties, and which shall not be reimbursed in any circumstances.

6.2.3 Where a relevant Contract Trading Party makes a claim of Past Notification Error (other than one to which paragraph 1.4.1 applies), the claim shall be accompanied by a statement in writing from the other relevant Contract Trading Party and, where the relevant Volume Notification Agent is not one of the relevant Contract Trading Parties, from the relevant Volume Notification Agent (addressed, in each case, to BSCCo for the benefit of all Contract Trading Parties) confirming that it considers that the Past Notification Error has occurred.

6.2.4 A claim of Past Notification Error may not be made in relation to a Volume Notification in respect of which a previous claim has been made (and, accordingly, if a relevant Contract Trading party wishes to claim Past Notification Errors in relation to more than one Settlement Period, a single claim must be made for all such errors).

6.2.5 A claim of Past Notification Error may be made in relation to a Volume Notification, notwithstanding that the Volume Notification was treated as rejected (in relation to the relevant Settlement Period) or refused, in accordance with paragraph 2.4 or 3.4, where the rectified Volume Notification (if submitted as described in paragraph 6.4.5) would not have been so treated, but without prejudice to paragraph 6.6.2.

6.2.6 For the purposes of paragraph 6.2.2, where:

(a) a Contract Trading Party has submitted a number of claims of Past Notification Error, and

(b) in relation to any two or more of such claims ("the **relevant claims**") of Past Notification Error, the Panel is satisfied that, for each such Past Notification Error, the relevant mistake resulted from the same cause (whether consisting of a particular defect in systems or procedures or of a particular act or omission of a person or otherwise)

the relevant claims shall be treated as a single claim.

6.2.7 For the purposes of paragraph 6.2.2, where:

(a) the relevant mistake in relation to a Past Notification error is the mistake (as referred to in paragraph 6.1.1(c)(ii)) by reason of which such Past Notification Error occurred;

(b) the relevant Contract Trading Party shall notify BSCCo (by a time to be specified by BSCCo for the purposes of this paragraph) if it wishes the Panel to consider whether any claims should be treated as a single claim under paragraph 6.2.6, and (when requested to do so by the Panel Secretary) shall provide such evidence and other information as the Panel may reasonably require in connection therewith;

(c)   the Panel may consider the matter at the same time or at a different time as considering the relevant claims for the purposes of paragraph 6.4 (but in any event no later than the time when the fee is invoiced to the relevant Contract Trading Party under 6.4.4(g));

(d)   the decision of the Panel (as to whether and what relevant claims are to be treated as a single claim) shall be final and binding.

6.3   Flagging Past Notification Errors

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

6.4   Determination of Past Notification Errors

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

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

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

6.4.4   Where a claim of Past Notification Error is made:

(a)   the Panel Secretary shall request:

(i)   the Party claiming the Past Notification Error to provide evidence and information supporting its claim;

(ii)   the other relevant Contract Trading Party (if any) to provide evidence and information supporting the claim; and

(iii)   the relevant Volume Notification Agent and the ECVAA to provide comments in relation to the claim;

(b)   BSCCo shall:

(i)   investigate the matters referred to in paragraph 6.4.7 (and each Trading Party shall provide BSCCo with such information as BSCCo may reasonably request for these purposes); and

(ii)   provide the Panel with a report of its findings, a copy of which shall be made available to the Party claiming the Past Notification Error;

(c)   the relevant Contract Trading Parties and the relevant Volume Notification Agent shall:

(i) provide the Panel with such further information as it may reasonably request to assist it in making its determination; and

(ii) confirm to the Panel that the evidence and information provided to the Panel are complete and not misleading;

(d) the Panel shall determine in its opinion:

(i) whether the Party claiming the Past Notification Error has demonstrated that there was a Past Notification Error in relation to the relevant Settlement Period;

(ii) if so, what the Past Notification Error was; and

(iii) whether the Past Notification Error should in all the circumstances be rectified in relation to the relevant Settlement Period, subject to paragraphs 6.4.6 and 6.4.7,

and the Panel shall indicate its reasons for its determination;

(e) the Panel Secretary shall notify the Panel's determinations to all Contract Trading Parties and the relevant Volume Notification Agent, together with the reasons indicated by the Panel for its determinations and a brief description of the process followed by the Panel in making its determinations;

(f) BSCCo shall give such instructions to the ECVAA, SAA and FAA as are necessary to give effect to any such rectification;

(g) the fee under paragraph 6.2.2 shall be invoiced as and included in determining BSCCo Charges for the relevant Party for the next month for which BSCCo Charges are invoiced following the notification of the Panel's determination under paragraph (e), and shall be paid accordingly.

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

6.4.6 Rectification of a Past Notification Error shall not be made if the rectified Volume Notification would have been invalid (pursuant to paragraph 2.3.4 or 3.3.4) or treated as rejected (in relation to the relevant Settlement Period) or refused (pursuant to paragraph 2.4 or 3.4) if such rectified Volume Notification had been submitted:

(a) at the time at which the relevant Volume Notification was submitted; or

(b) where the Past Notification Error is a failure to submit, immediately prior to Gate Closure for the relevant Settlement Period.

6.4.7 The Panel shall decline to rectify a Past Notification Error where it considers that the relevant Contract Trading Party and/or the relevant Volume Notification Agent did not (or the relevant Contract Trading Party has failed to demonstrate that it and/or the relevant Volume Notification Agent did):

(a) at the time that the Past Notification Error occurred, have in place prudent systems and processes in connection with Volume Notifications, the question of whether such systems and processes were prudent to be judged in the light of the circumstances then prevailing; and/or

(b) promptly take all appropriate steps:

(i) to rectify, reverse or otherwise mitigate the effect of the error (giving rise to one or more such Past Notification Errors) in respect of Settlement Periods for which Gate Closure occurred after it became aware of such error; and

(ii) to avoid a repetition of the said error, following discovery of the error.

6.4.8 For the purposes of paragraph 6.4.4(d), in determining whether or not, subject to paragraphs 6.4.6 and 6.4.7, a Past Notification Error should in all the circumstances be rectified, the Panel may have regard, among other things, to the following factors, where the Panel considers such factors to be relevant:

(a) the extent to which, in the Panel's view, the Past Notification Error was directly attributable to a failure of BSC Systems, subject to paragraph 6.4.9;

(b) the extent to which, in the Panel's view, the Past Notification Error was directly attributable to an inaccuracy in or the non availability of the Forward Notification Summary as referred to in Table 3 of Annex V-1 but otherwise without prejudice to the provisions of Section V1.1.4;

(c) the extent to which, in the Panel's view, the Past Notification Error and/or the magnitude of the loss suffered by the relevant Contract Trading Parties in respect of Trading Charges as a result of the error was attributable to a combination of circumstances which could not reasonably have been foreseen; or

(d) the extent to which, in the Panel's view, the magnitude of the loss suffered by one or both of the relevant Contract Trading Parties in respect of Trading Charges as a result of the Past Notification Error was wholly disproportionate, due weight being given to the desirability of incentivising Contract Trading Parties to avoid mistakes in the submission of Volume Notifications.

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

6.5 Rectification of Past Notification Errors

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

(a) the Panel shall determine what adjustments are required to the relevant Account Bilateral Contract Volumes, Metered Volume Fixed Reallocations and/or Metered Volume Percentage Reallocations (as the case may be) in order to rectify the Past Notification Error as determined by the Panel;

(b) such adjustments shall be made as soon as is practicable, and shall be taken into account in the next Settlement Run for the relevant Settlement Period after such adjustments have been made.

(c) if the Final Reconciliation Settlement Run for the relevant Settlement Period has already taken place before the Panel has made its

determination under 6.5.1, such adjustments shall be made as soon as is practicable, and shall be taken into account in a Post-Final Settlement Run or Extra Settlement Determination for the relevant Settlement Period after such adjustments have been made.

6.5.2A   For the purposes of this paragraph 6.5 an "**ECP Claim Group**" shall mean either one of the following:

(a)   where multiple claims for Past Notification Error satisfy paragraph 6.2.6(a) and (b), all such claims; otherwise

(b)   all claims for Past Notification Error in respect of the same Volume Notification.

6.5.2   Where, in relation to an individual ECP Claim Group the adjustments to the data as determined pursuant to paragraph 6.5.1 result in a reduced debit or increased credit in the Relevant Account Energy Imbalance Cashflow of the relevant Contract Trading Parties (or either of them individually), such that:

Σ_j (CGCAEI$_{aj}$ – CAEI$_{aj}$) > 0

where:

(a) Σ_j is the sum over all relevant Settlement Periods j relating to the ECP Claim Group;

(b)   CAEI$_{aj}$ is the Account Energy Imbalance Cashflow determined by the relevant Settlement Run for Energy Account a and relevant Settlement Period j;

(c)   CGCAEI$_{aj}$ (the Claim Group non-corrected Account Energy Imbalance Cashflow) is the value which would have been the value of CAEI$_{aj}$ for Energy Account a and relevant Settlement Period j, had all Past Notification Errors in the ECP Claim Group not been rectified;

such Party or Parties shall be liable to pay to the BSC Clearer the Error Correction Payment(s) applicable to its or their Energy Account(s) in accordance with the further provisions of this paragraph 6.5. For the avoidance of doubt a Party shall not be liable to pay an Error Correction Payment for claims of Past Notification Error that do not satisfy this paragraph 6.5.2.

6.5.3   In relation to each individual ECP Claim Group, BSCCo shall calculate the Error Correction Payment (ECP$_a$) for those Energy Account(s) of the relevant Contract Trading Party(ies) for which adjustment of the data as determined pursuant to paragraph 6.5.1 results in a reduced debit or increased credit in the Relevant Account Energy Imbalance Cashflow as follows:

ECP$_a$ = 0.2 * max (Σ_j (CGCAEI$_{aj}$ – CAEI$_{aj}$), 0)

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

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

(a) for any Energy Account liable to pay an Error Correction Payment in relation to the ECP Claim Group for which the relevant Error Correction Payment is payable:

$$ECPR_a = O$$

(b) otherwise:

$$ECPR_a = ECP_{a'} * \Sigma_j \ RCRP_{aj} \ / \ \Sigma_j \ \Sigma_{a''} \ RCRP_{a''j}$$

where:

(i) Σ_j is the sum over all relevant Settlement Periods j relating to the relevant Volume Notification(s);

(ii) $\Sigma_{a''}$ is the sum over all Energy Accounts a other than those referred to in paragraph (a);

(iii) a' is the Energy Account on which the individual Error Correction Payment is payable in accordance with paragraph 6.5.2;

(iv) $ECP_{a'}$ is the relevant Error Correction Payment.

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

6.6 Credit Arrangements

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

6.6.2 In accordance with paragraph 6.6.1:

(a) where, in accordance with Section M, a relevant Contract Trading Party is or was treated as being in Credit Default and would not have been so treated had the rectified Volume Notification been submitted:

(i) Section M3.5 shall not apply, and such Party shall not be entitled to any right or remedy in respect of being so treated; and

(ii) to the extent that, as a result of such Party being so treated, any other Volume Notification is or was treated as rejected (in relation to any Settlement Period) or refused in accordance with paragraph 2.4 or 3.4, such refusal or rejection shall not be affected or prejudiced by the rectification of the Past Notification Error and Section M4 shall not apply in relation thereto;

(b) where, in accordance with Section M, a relevant Contract Trading Party would be or would have been treated as being in Level 2 Credit Default if the rectified Volume Notification had been submitted, and is or was not so treated, the rectification of the Past Notification Error shall not affect or prejudice any other Volume Notification which is or was not treated as refused, or rejected as a result.

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

6.7 Appeal to Authority

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

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

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

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

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

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

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

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

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

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

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

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

(c)   uphold the relevant determination.

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

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

SECTION Q: BALANCING MECHANISM ACTIVITIES

(*Version 15.0*)

Amend paragraph 2.1.2 as follows:

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**"):

(d)   Notice to Deliver Offers;

(e)   Notice to Deliver Bids;

Amend paragraph 5.1.11 as follows:

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.

MODIFICATION PROPOSAL P208 – ATTACHMENT 2 - DRAFT LEGAL TEXT

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

(*Version 7.0*)

Amend paragraph 7.1.3 as follows:

7.1.3   For the purposes of this paragraph 7:

(b)   after Gate Closure in relation to any Settlement Period, the Interconnector Scheduled Transfer is to be adjusted to reflect:

(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;

SECTION S: SUPPLIER VOLUME ALLOCATION

(*Version 13.0*)

Amend paragraph 2.2.1(b) as follows:

2.2.1   The principal functions of a Meter Operator Agent in respect of SVA Metering Systems for which it is responsible are:

(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 and BSCP 514 for Meter Operation and BSCP 502 (in respect of Half Hourly Metering Systems) and BSCP~~C~~ 504 (in respect of Non Half Hourly Metering Systems).

Amend paragraph 3.3.1(e) as follows:

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:

(e)   governmental restraint, Act of Parliament, other legislation, by~~e~~ law and Directive (not being any order, regulation or direction under Section 32, 33, 34 or 35 of the Act);

ANNEX S-1: PERFORMANCE LEVELS AND SUPPLIER CHARGES

(*Version 6.0*)

Amend paragraphs 2.2.5, 2.2.6, 2.2.7, 2.2.10 and 2.2.11 as follows:

2.2.5   For the purposes of paragraphs 2.2.4:

2.2.6   In calculating the Performance Levels set out in paragraphs 2.2.4, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run.

2.2.7   The Performance Levels set out in paragraphs 2.2.4 are referred to elsewhere in this Annex S-1 as Serial SP08b.

2.2.10   In calculating the Performance Levels set out in paragraphs 2.2.8, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run in respect of that Metering System.

2.2.11   The Performance Levels set out in paragraphs 2.2.8 are referred to elsewhere in this Annex S-1 as Serial SP08c.

Amend paragraph 3.4.1 as follows: (remove underline)

3.4.1   A Supplier who fails to comply with Serial SP08c shall be liable to a charge of £1.43 per chargeable MWh.

ANNEX S-2: SUPPLIER VOLUME ALLOCATION RULES

(*Version 12.0*)

Amend paragraph 5.2.2 as follows:

5.2.2   The SVAA shall procure from the Temperature Provider the following data and the SVAA shall ensure that processes are put in place which ensure that such data are promptly input into the Supplier Volume Allocation System:

Grid Supply Point Group Measured Temperature - T_{HT} in degrees Fahrenheit;

where the set of T_{HT} in respect of GSP Group "H" and Settlement Day "D" are provided from weather stations at locations for the time being and from time to time agreed by the Panel.

5.2.2A   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.

MODIFICATION PROPOSAL P208 – ATTACHMENT 2 - DRAFT LEGAL TEXT

SECTION T: SETTLEMENT AND TRADING CHARGES

(*Version 15.0*)

Amend paragraph 4.5.1 as follows:

4.5.1   In respect of each Settlement Period and each Energy Account, the Credited Energy Volume for each BM Unit to be allocated to the corresponding Energy Account of the Subsidiary Party and of the Lead Party will be determined as follows:

    (a)   in the case of the corresponding Energy Account of each Subsidiary Party:

$$QCE_{iaj} = \{(QM_{ij} - QB\underline{S}_{ij}) * (QMPR_{iaj}/100) + QMFR_{iaj}\} * TLM_{ij}$$

Amend Annex T-1, paragraph 2.2(d) as follows:

Annex T-1

The summation (the 3rd equation in (d)) has a p superscript, and it should be a ^{v} as in the first equation in (d).

2.2   If, for the highest priced accepted non-De Minimis Bid, $QAPB^g_{ij}$ (if any) which is not an Arbitrage Accepted Bid, there exists any accepted non-De Minimis Offer which is not an Arbitrage Accepted Offer $QAPO^n_{ij}$ for which it is true that $PO^n_{ij} \leq PB^g_{ij}$, then the following procedure will be carried out:

    (d)   If:

$$\sum\nolimits^{v} QAPO^{n_v}_{ij} < -QAPB^g_{ij}$$

where $\sum^v$ is the sum over all ranked accepted Non-De Minimis Offers up to v,

then, if a ranked accepted Non-De Minimis Offer, v+1 exists, the fraction γ of $QAPO^{n_{v+1}}_{ij}$ which satisfies

$$\sum\nolimits^{\bcancel{p}v} QAPO^{n_v}_{ij} + \gamma * QAPO^{n_{v+1}}_{ij} = - QAPB^g_{ij}$$

will also be defined as an Arbitrage Accepted Offer and $QAPB^g_{ij}$ will be defined as an Arbitrage Accepted Bid. All accepted Bids and accepted Offers which are not Arbitrage Accepted Bids and Arbitrage Accepted Offers will be defined as Non-arbitrage Bids and Non-arbitrage Offers respectively.

SECTION U: PROVISIONS RELATING TO SETTLEMENT

(*Version 8.0*)

Amend paragraph 1.6 as follows:

1.6   Data retention

1.6.1   Without prejudice to the requirement to hold or send data for the purposes of any Initial Settlement Run, Initial Volume Allocation Run, Timetabled Reconciliation Settlement Run or Timetabled Reconciliation Volume Allocation Run or to any other requirement to hold data under the Code:

(a)   each Party shall, and shall procure that its Party Agents shall,; and

(b)   each relevant BSC Agent shall

retain settlement data in accordance with this paragraph 1.6, to enable such data to be provided and used for the purposes of the resolution of Trading Queries and Trading Disputes, any related arbitration, and the carrying out of any Post-Final Settlement Run, Post-Final Volume Allocation Run or Extra-Settlement Determination.

Amend paragraph 1.6.4 as follows:

1.6.4   Where the Panel (on the advice of BSCCo, the Trading Disputes Committee or otherwise) has informed Parties and relevant BSC Agents that settlement data (or particular settlement data) relating to a particular Settlement Day may be required for any of the purposes mentioned in paragraph 1.6.1.

(a)   pursuant to Section P6.5.1(c), after the date in paragraph 1.6.3(a); or

(b)   in any case, after the date specified in paragraph 1.6.3(b);

then that settlement data is required to be held pursuant to paragraph 1.6.3(a) or (b) (as the case may be) until such time as the Panel notifies Parties and relevant BSC Agents that such data is no longer required to be so held.

SECTION V: REPORTING

(*Version 21.0*)

Amend Table 9 as follows:

TABLE 9

THIS TABLE IS INTENTIONALLY LEFT BLANK

Amend Annex V-1, Table 1 as follows:

ANNEX V-1: TABLES OF REPORTS

TABLE 1 –BMRS

Bid Offers Pairs per BM Unit (prices and MW volumes)	As received	Tabular and graphic for D 1 and D. Otherwise tabular	None

SECTION W: TRADING QUERIES AND TRADING DISPUTES

(*Version 10.0*)

Amend paragraph 3.5.3 as follows:

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

Amend paragraph 3.5.5 as follows:

3.5.5   In circumstances where a Party has referred a determination of the Trading Disputes Committee pursuant to paragraph 3.5.1(a)~~(i)~~ and, in relation to an affected Settlement Period, the Panel determines that the Trading Query was raised within the Query Deadline or, where applicable, the Panel exercises its discretion in respect of the matters referred to in paragraph 3.2.4, the Panel Secretary shall notify the Panel's decision to the Disputes Secretary and remit the matter to the Trading Disputes Committee, in accordance with the provisions of BSCP 11, for a determination under paragraph 3.4.3(b).

Amend paragraph 3.6.3 as follows:

3.6.3   Subject to paragraph 3.6.4, in circumstances where, following a Party's referral under paragraph 3.6.1(a) in respect of a decision of the Panel under paragraph 3.5.1(a)~~(i)~~, the arbitrator determines, in relation to an affected Settlement Period, that the relevant Trading Query was raised within the Query Deadline, the Disputes Secretary shall following notification of such determination remit the matter to the Trading Disputes Committee, in accordance the provisions of BSCP 11, for a determination under paragraph 3.4.3(b).

ANNEX X-1: GENERAL GLOSSARY

(*Version 32.0*)

GENERAL GLOSSARY

Amend definition as follows:

"**BSC Agent Contract**": means a contract between BSCCo and a BSC Agent for the provision of services in accordance with the requirements of Section E;

Amend definition as follows:

"**D+1**": has the meaning given to that term in Secition N9.5.1;

Amend definitions as follows:

"**Core Industry Document**": has the meaning given to that term in Section F1.6.43;

Amend definition as follows:

"**Metered Volume Reallocation Notification Agent**" or "**MVRNA**":	means a person authorised in accordance with Section P as Party Agent by a Contract Trading Party to submit Metered Volume Reallocation Notifications on its behalf;

Amend definition as follows:

"**BSCCo**": means Elexon ELEXON Limited (or any successor to that company acting in the capacity as BSCCo);

Delete the following definitions as follows:

"**ECP Claim Group**": has the meaning given to that term in Section P6.5.2A;

"**Past Notification Error**": has the meaning given to that term in Section P6.1.1(a);

"**Volume Data**": has the meaning given to that term in Section P6.1.1(f);

ANNEX X-2: TECHNICAL GLOSSARY

(*Version 23.0*)

Amend paragraph 4.2 as follows:

4.2   Spot Time

4.2.~~2~~1   Many input variables and calculated values are given for spot times within the Code.

4.2.~~3~~2   Spot times are an instant in time, and have no duration.

Table X–2

Amend references as follows:

BM Unit Credit Assessment Export Capability	$BMCAEC_i$	MW	The quantity determined in accordance with Section M1.6.~~3~~1(a).
BM Unit Credit Assessment Import Capability	$BMCAIC_i$	MW	The quantity determined in accordance with Section M1.6.~~3~~1(b).

Table X–2

Amend reference as follows:

Emergency Acceptance			An Acceptance which falls within Section Q5.1.3(b) ~~(other than one within Section Q5.1.5)~~.

Table X–2

Delete the following definitions in Table X–2

~~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.~~

Table X–2

Amend acronyms as follows:

Metered Volume Fixed Reallocation	QMFR$_{\text{z}iaj}$	MWh	A MWh value determined in accordance with Section P4.3.1. *In relation to any BM Unit i, for any Settlement Period j, 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.*
Metered Volume Percentage Reallocation	QMPR$_{\text{z}iaj}$	%	A percentage value determined in accordance with Section P4.3.1. *In relation to any BM Unit i, for any Settlement Period j, 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.*