

Annex A – Legal Text

Section J (version 3.0)

Add new clause (c) to paragraph 1.3.2 as follows:

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

Amend paragraph 3.2.1 as follows:

3.2 Certification Agent

3.2.1 Where an Applicant's Agency System requires certification by the Certification Agent, the Certification Agent shall:

Amend paragraph 3.3.2 (b) as follows:

3.3.2 Save where the person which a Party is wishing to or intending to appoint as its Party Agent is already Accredited and its Agency Systems (where applicable) are already Certified, each Party shall:

- (a) comply with and ensure that its Party Agents comply with the Accreditation Process and the Certification Process (as applicable) such that the Performance Assurance Board can properly determine whether an Applicant should be Accredited and whether its Agency Systems should be Certified;
- (b) if applicable, co-operate with and ensure that its Party Agents co-operate with the Certification Agent in the execution of its duties to the Performance Assurance Board.

Amend paragraph 3.3.5(a) as follows:

3.3.5 The Performance Assurance Board shall:

- (a) subject to paragraph 3.8, if applicable, provide each Applicant with, or arrange for each Applicant to be provided with, a copy of all opinions of the Certification Agent in relation to the Agency System(s) of that Applicant delivered pursuant to paragraph 3.2.1(f) at the same time as the Performance Assurance Board notifies such Applicant whether its Agency System(s) has (have) been Certified and/or (as the case may be) such Applicant has been Accredited; and

Amend paragraph 3.3.7 as follows:

3.3.7 Where an Applicant's Agency System requires certification by the Certification Agent, the Performance Assurance Board shall not Certify the Agency System of ~~any~~ such person unless the Certification Agent has provided an opinion (not being a disclaimer of opinion, howsoever called) in the terms of paragraph 3.2.1(f) in relation to that Agency System.

Annex S-1 (version 3.0)

Amend paragraph 2.2, 2.2.1, 2.2.2 and 2.2.3 as follows:

2.2 ~~Provision of Non Half Hourly Data Energy and Metering Systems on Annual Advances and Actual Readings at Each Volume Allocation Run- Serial 4SP08~~

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

Volume Allocation Run	Performance Level
Initial Volume Allocation Run	3% n/a
First Reconciliation Volume Allocation Run	17% 30%
Second Reconciliation Volume Allocation Run	43% 60%
Third Reconciliation Volume Allocation Run	78% 80%
Final Reconciliation Volume Allocation Run	97% 97%

2.2.2 For the purpose of ~~this~~ paragraph 2.2.1:

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

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

where:-

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

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

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

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

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

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

2.2.3 The Performance Levels set out in the table in paragraph 2.2.1 are referred to elsewhere in this Annex S-1 as Serial ~~4SP08~~**a**.

Amend paragraph 2.3 as follows:

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

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

- ~~(a)~~ actual or estimated values in respect of all Applicable Settlement Periods are provided by its Half Hourly Data Collector to its Half Hourly Data Aggregator (in sufficient time to enable such Half Hourly Data Aggregator to provide such data to the SVAA so as to enable the SVAA to include such data in the relevant Initial Volume Allocation Run) and that such Half Hourly Data Aggregator does so provide such values to the SVAA; and
- ~~(b)~~ actual (rather than estimated) values in respect of not less than 98 per cent. of the total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant Initial Volume Allocation Run.

~~2.3.2.2.4~~ In relation to each GSP Group and in respect of Half Hourly Metering Systems at 100kW Premises for which the Supplier is responsible, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month:-

- ~~(a)~~ actual or estimated values in respect of all Applicable Settlement Periods are provided by its Half Hourly Data Collector to its Half Hourly Data Aggregator (in sufficient time to enable such Half Hourly Data Aggregator to provide such data to the SVAA so as to enable the SVAA to include such data in the relevant First Reconciliation Volume Allocation Run) and that such Half Hourly Data Aggregator does so provide such values to the SVAA; and
- ~~(b)~~ actual (rather than estimated) values in respect of not less than 99 per cent. of total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for ~~the relevant each~~First Reconciliation Supplier Volume Allocation Run.

~~2.3.32.2.5~~ For the purposes of paragraphs ~~2.3.1~~ and ~~2.43.2~~:

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

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

where:-

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

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

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

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

$\sum_{N(HHA)}$ means summed over all Consumption Component Classes (N) that are associated with actual values and with half hourly data aggregation in relation to premises which are 100kW Premises save those Consumption Component

Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

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

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

~~2.3.42.2.6~~ In calculating the Performance Levels set out in paragraphs ~~2.3.1 and 2.43.2~~, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run.

~~2.3.52.2.7~~ The Performance Levels set out in paragraphs ~~2.3.1(a), 2.3.1(b), 2.3.2(a)4 and 2.3.2(b)~~ are referred to elsewhere in this Annex S-1 as Serials ~~2, 3, 4 and 5~~ SP08b respectively.

Amend paragraph 2.4 as follows:

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

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

~~2.4.22.2.8~~ In relation to each GSP Group and in respect of Half Hourly Metering Systems at premises for which a Supplier is responsible which are identified as being not 100kW Premises, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month actual (rather than estimated) values in respect of not less than 99 per cent. of the total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant Final Reconciliation Volume Allocation Run.

~~2.4.32.2.9~~ For the purpose of paragraph ~~2.4.2.8~~:

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

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

where:-

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

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

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

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

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

~~2.4.42.2.10~~ In calculating the Performance Levels set out in paragraphs ~~2.2.84.1 and 2.4.2~~, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP 502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run in respect of that Metering System.

~~2.2.114.5~~ The Performance Levels set out in paragraphs ~~2.2.84.1 and 2.4.2~~ are referred to elsewhere in this Annex S-1 as Serial ~~SP08c6 and Serial 7~~ respectively.

~~2.4A2.3~~ Use of Default Values of Estimated Annual Consumption - Serial ~~SP097A~~

~~2.34A.1~~ In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the Supplier shall ensure that the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, expressed as a percentage of the total number of Non Half Hourly Metered Metering Systems (both metered Metering Systems and Metering Systems for Unmetered Supplies) for which the Supplier is responsible, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run, provided that this paragraph ~~2.3-4A.1~~ shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is less than 1000.

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

Run	
Final Reconciliation Volume Allocation Run	0%

2.3.4A.2 In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run provided that this paragraph 2.3.4A.2 shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is 1000 or more.

Volume Allocation Run	Performance Level (number of Metering Systems)
Initial Volume Allocation Run	5
First Reconciliation Volume Allocation Run	5
Second Reconciliation Volume Allocation Run	2
Third Reconciliation Volume Allocation Run	1
Final Reconciliation Volume Allocation Run	0

2.3.4A.3 The Performance Levels set out in this paragraph 2.3.4A are referred to elsewhere in this Menu of Supplier Charges as Serial SPO97A.

Amend paragraph 2.5 as follows:

~~2.5 Meter Operation Serial 8~~

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

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

- ~~2.5.3~~ In respect of each month, not less than 95 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 5 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.
- ~~2.5.4~~ In respect of each month, not less than 99 per cent. of material faults rectified in that month in relation to Metering Equipment comprised in Half Hourly Metering Systems for which a Supplier is responsible shall have been rectified within 15 Business Days after the date when the Meter Operator Agent was first notified of the relevant fault by the Supplier or its Data Collector in accordance with Party Service Line 110.
- ~~2.5.5~~ For the purpose of this paragraph 2.5, a "**material fault**" in relation to particular Metering Equipment is one which, in the case of Half Hourly Metering Equipment, causes the relevant Metering Equipment to fail to record data in accordance with the relevant Code of Practice and, in the case of Non Half Hourly Metering Equipment, affects in any respect the quality of the data recorded by that Metering Equipment.
- ~~2.5.6~~ The Performance Levels set out in this paragraph 2.5 are referred to elsewhere in this Annex S-1 as Serial 8.

Amend paragraph 2.6 as follows:

- 2.46 Installation of Half Hourly Metering - Serial SP049**
- ~~2.46.1~~ A Supplier shall comply with the requirements of Section L2.1.1 in relation to the installation of Half Hourly Metering Equipment for each Metering System at 100kW Premises for which it is responsible.
- ~~2.46.2~~ The Performance Level set out in paragraph 2.46.1 is referred to elsewhere in this Annex S-1 as Serial SP049.

Amend paragraph 2.7 as follows:

- 2.57 Reporting by Suppliers - Serials SP01 and SP0240 and 11**
- ~~2.57.1~~ A Supplier shall deliver, or procure the delivery of, its Routine Performance Monitoring Report in respect of each GSP Group to the Performance Assurance Board or as it may direct, in accordance with the relevant BSC Procedure, by not later than 20 Business Days after the end of each month.
- ~~2.57.2~~ A Supplier shall update, or procure the updating of, its Routine Performance Monitoring Log in respect of each GSP Group in accordance with the relevant BSC Procedure, by not later than 20 Business Days after the end of each month and shall make such updated logs available promptly on request from time to time to the Performance Assurance Board or as it may direct.
- ~~2.57.3~~ The Performance Levels set out in paragraphs 2.75.1 and 2.75.2 are referred to elsewhere in this Annex S-1 as Serial SP0140 and Serial SP0244 respectively.

Amend paragraph 3.2 as follows:

3. CHARGES

3.1 Application of Charges

3.1.1 This paragraph 3 will have effect in determining the charges payable by a Supplier in respect of any failure to comply with the Performance Levels including the maximum amount payable by a Supplier under paragraph 3.78.

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

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

3.2 Failure to Comply with Serial SP08a4

3.2.1 A Supplier who fails to comply with Serial SP08a4 shall be liable to the charge set out in the table below against the relevant item in Serial SP08a4:

Item in Serial SP08a4 (as referred to in the table in paragraph 2.2.1)	Amount per Chargeable MWh
Initial Volume Allocation Run	No Charge
First Reconciliation Volume Allocation Run	No Charge
Second Reconciliation Volume Allocation Run	No Charge
Third Reconciliation Volume Allocation Run	£0.13
Final Reconciliation Volume Allocation Run	£1.43

3.2.2 For the purposes of paragraph 3.2.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month for each Settlement Day (if any) in relation to which the relevant Volume Allocation Run was carried out in that month, in respect of which there has been a failure to comply with Serial SP08a4, in accordance with the following formula:

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

where:-

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

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

p is the number of percentage points by which the Performance Level in Serial SP08a was not met by that Supplier in such GSP Group in respect of such Settlement Day, rounded to 2 decimal places.

Amend paragraph 3.3 as follows:

3.3 Failure to Comply with Serial SP08bs 2-5

3.3.1 A Supplier who fails to comply with any of Serial SP08bs 2 to 5 (both inclusive) shall be liable to the charge set out in the table below against the relevant Serial:-

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

Item in Serial SP08b (as referred to in paragraph 2.2.4)	Amount per Chargeable MWh
Initial Volume Allocation Run	£0.13
First Reconciliation Volume Allocation Run	£1.43
Second Reconciliation Volume Allocation Run	£0.00
Third Reconciliation Volume Allocation Run	£0.00
Final Reconciliation Volume Allocation Run	£0.00

3.3.2 For the purposes of paragraph 3.3.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with ~~any of Serial SP08bs 2 to 5 (both inclusive)~~ in accordance with the following formula:

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

where:-

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

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier for such month in respect of the relevant GSP Group for the relevant month, as determined in accordance with paragraph ~~2.2.53-3~~;

and
 p is the number of percentage points by which the relevant Performance Level in Serial SP08b was not met by the Supplier in such GSP Group in respect of such month, rounded to 2 decimal places.

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

Amend paragraph 3.4 as follows:

3.4 Failure to Comply with Serial ~~SP08cs 6 and 7~~

3.4.1 A Supplier who fails to comply with Serial ~~SP08c6 or Serial 7~~ shall be liable to ~~a~~the charge of ~~£1.43 per chargeable MWh, set out in the table below against the relevant Serial:-~~

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

3.4.2 For the purposes of paragraph 3.4.1, the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with Serial ~~SP08c 6 or (as the case may be) Serial 7~~, in accordance with the following formula:

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

where:-

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

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier in respect of the relevant GSP Group for the relevant month, as determined in accordance with paragraph 2.2.894.3; and

p is the number of percentage points by which the Performance Level in Serial SP08c6 or (as the case may be) ~~Serial 7~~ was not met by the Supplier in such GSP Group in respect of such month, rounded to the nearest 2 decimal places.

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

Amend paragraph 3.4A as follows:

~~3.4A. Failure to comply with Serial 7A~~

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

Amend paragraph 3.5 as follows:

~~3.5 Failure to Comply with Serial 8~~

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

Amend paragraph 3.6 as follows:

~~3.56~~ **Failure to Comply with Serial SP049**

~~3.56.1~~ Subject to paragraph 3.56.2, a Supplier who fails to comply with Serial SP049 shall be liable, in relation to each relevant Metering System, to a charge of £2.68 per day (or part thereof) during which the failure continues.

~~3.56.2~~ A Supplier shall not be liable to a charge in accordance with paragraph 3.56.1 in respect of any failure to install Half Hourly Metering Equipment during the three months following the date on which any premises (identified as not being 100kW Premises) to which that Metering Equipment relates first become 100kW Premises.

Amend paragraph 3.7 as follows:

~~3.67~~ **Failure to Comply with Serial SP0140 and Serial SP0244**

~~3.67.1~~ A Supplier who fails to comply with Serial SP0140 or (as the case may be) Serial SP0244 shall be liable to a charge of £25.50 per Business Day in respect of each Routine Performance Monitoring Report which is not provided or, as the case may be, each Routine Performance Monitoring Log which is not maintained in accordance with the time limits and in the manner specified in Serial SP0140 and Serial SP0244 respectively.

Amend paragraph 3.8 as follows:

3.87 Charge Cap

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

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

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

where:-

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

GSP_{MC} means the GSP Group liability cap for the relevant month, calculated in accordance with paragraph 3.78.3;

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

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

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

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

where:-

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

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

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

3.78.4 The Performance Assurance Board shall, in its discretion, establish reasonable transitional arrangements (by reference to information available to it from the CDCA) for determining the quantity of energy attributable to all Suppliers for the purposes of paragraph 3.78.3 in relation to any 12 month period for which

information as to the GSP Group Take is not available in respect of each month in that period.

Amend paragraph 3.9 as follows:

3.89 Adjustment to Charges and Caps

3.89.1 The charges specified in paragraphs 3.2.1, 3.3.1, 3.4.1, 3.56.1 and 3.67.1 and the figure of £1,275,000 in paragraphs 3.78.3 (for the purposes of this paragraph 3.89 in each case described as the "**Base Sum**"), shall be calculated, in respect of each 12 month period beginning on 1st April, from and including 1st April, 2001, in accordance with the following formula:

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

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

Amend paragraph 3.10 as follows:

3.910 Timing of Commencement of Charges

~~3.910.1 Save as otherwise expressly provided in the Code, the charges specified in this Annex S-1 shall apply in respect of the period on and from the Go live Date.~~

~~3.912 The charges specified in this Annex S-1 all paragraphs except paragraph 3.6 shall apply in respect of months commencing on or after on and from the Implementation Date of the Approved Modification pursuant to which this paragraph 3.9.1 was introduced.~~

~~3.923 The charges specified in paragraph 3.6- shall apply in respect of months (in respect of which Routine Performance Monitoring Reports are to be delivered and Routine Performance Monitoring Logs updated) commencing on or after and the date two months after from such date which is 60 days following the Implementation Date of the Approved Modification pursuant to which this paragraph 3.9.2 was introduced.~~

Amend paragraph 3.11 as follows:

3.104 Temporary Unavailability in Central Monitoring System

3.104.1 The provisions of this paragraph 3.104 shall apply where the Performance Assurance Reporting and Monitoring System is temporarily unavailable for whatever reason and, for the avoidance of doubt, a Supplier shall remain liable to pay charges in respect of which the Performance Assurance Board is, for the time being, unable to determine the payment of such charges due to the temporary unavailability of the Performance Assurance Reporting and Monitoring System.

3.104.2 Each of the Suppliers acknowledges and confirms that those charges specified in this paragraph 3 which cannot be separately determined by the Performance Assurance Board without the assistance of the Performance Assurance Reporting

and Monitoring System shall not be payable in respect of a Supplier until such time as the Performance Assurance Reporting and Monitoring System is available in order to record data and determine the charges payable by Suppliers pursuant to the Menu of Supplier Charges (as determined by the Performance Assurance Board) provided that such charges shall nevertheless continue to accrue for the purposes of paragraph 3.10+3.

3.10+3 Once the Performance Assurance Reporting and Monitoring System is available (as determined by the Performance Assurance Board in accordance with paragraph 3.10+2), a Supplier shall be liable to pay charges in respect of its performance against those Serials in respect of which the Performance Assurance Board could not determine the payment of such charges without the assistance of the Performance Assurance Reporting and Monitoring System, for the period from the relevant date when such System became temporarily unavailable.

3.10+4 The charges referred to in paragraph 3.10+3 shall be calculated in accordance with the Menu of Supplier Charges (and shall have deemed due dates for payment) for the purposes of paragraph 4 as if such Performance Assurance Reporting and Monitoring System had been available.

Amend paragraph 4.1.1 and 4.1.2 as follows:

4. COLLECTION AND PAYMENT OF SUPPLIER CHARGES

4.1 Supplier Charges - Collection and Recovery

4.1.1 The Performance Assurance Board shall determine whether a Supplier has failed to comply with any of the Serials and the associated charges payable, in each case as soon as is reasonably practicable following receipt by the Performance Assurance Board of the Routine Performance Monitoring Reports pursuant to Serial SP01+0.

4.1.2 The Performance Assurance Board shall make its determination on the basis of the information provided to it in the Routine Performance Monitoring Reports adjusted where appropriate to reflect the circumstances which applied at the time when the calculations would have been made if the Routine Performance Monitoring Reports had been provided within the time period specified in Serial SP01+0.