

P258 –DRAFT PROPOSED LEGAL TEXT

SECTION W: TRADING QUERIES AND TRADING DISPUTES (Version 11.0)

Amend paragraph 1.6 to read as follows:

1.6 Duties of Parties

1.6.1 Each Party shall:

- (a) provide, and shall procure that any Party Agent appointed by it shall provide, to BSCCo or the Disputes Secretary, in accordance with the relevant BSC Procedure(s), such data, reports and other information as may reasonably be required:
 - (i) by BSCCo, to enable it to assess any Trading Query referred to it; or
 - (ii) by the Trading Disputes Committee, for the purposes of fulfilling its functions set out in this Section W; and
- (b) otherwise co-operate (and shall procure that its Party Agents co-operate) with BSCCo, the Disputes Secretary, the Disputes Trading Committee and relevant BSC Agent with a view to the resolution of any Trading Query or Trading Dispute as quickly, efficiently and accurately as reasonably possible.

1.6.2 A Party shall be entitled to withhold documentation requested from it or its Party Agent in accordance with the provisions of Section H4.10.1.

1.6.3 Each Party (including for the avoidance of doubt the Transmission Company in relation to matters subject to Section Q) shall take, and shall procure that its Party Agents take, such steps as are necessary or requisite to correct or give effect to the correction (in any Settlement Run or otherwise) of a settlement error:

- (a) in accordance with the instructions of BSCCo (in accordance with paragraph 3.2.7(d)) in relation to a Trading Query; or
- (b) in accordance with any decision of the Trading Disputes Committee or the Panel pursuant to paragraph 3 or 4 in relation to a Trading Dispute.

1.6.4 Each Party shall procure that its Party Agents notify BSCCo, no later than the 70th Business Day following the day on which the relevant Final Reconciliation Settlement Run was carried out, where such Party Agents becomes aware of any Significant Error in the data used in a Final Reconciliation Settlement Run.

1.6.5 Where BSCCo has been notified of any Significant Error pursuant to paragraph 1.6.4 and it is satisfied that such Significant Error would or might reasonably be expected to give rise to a Trading Dispute then the provisions of paragraph 1.5 shall apply provided that, subject always to paragraph 1.2.6(a), the deadlines specified in paragraph 3.2.2 shall not apply to BSCCo in such circumstances.

1.6.6 For the purposes of the Code, a "Significant Error" is an error in the data used for the purposes of Settlement to determine Trading Charges, the materiality of which is not less than the quantity (expressed in MWh) specified in BSCP11 in respect of the threshold for Significant Errors.

1.6.7 For the avoidance of doubt, any Trading Dispute raised pursuant to paragraph 1.6.5 shall, except as otherwise expressly set out therein, be processed, considered and determined in accordance with this Section W.

SECTION X: DEFINITIONS AND INTERPRETATION (Version 46.0)

ANNEX X-1: GENERAL GLOSSARY

Amend Section X – Annex X-1 by inserting the following definition into Annex X – 1 General Glossary in alphabetical order.

<u>"Significant Error":</u>		<u>has the meaning given to that term in Section W1.6.6;</u>
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