Balancing and Settlement Code

Trading Queries and Trading Disputes

BSCP11

Version 9.0~~Version 9.0~~

Date: 26 June 2008~~26 June 2008~~

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BSC PROCEDURE BSCP11

relating to

Trading Queries and Trading Disputes

1. Reference is made to the Balancing and Settlement Code and, in particular, to the definition of "BSC Procedure" in Section X, Annex X-1 thereof.

2. This is BSC Procedure 11 Version 9.0 relating to Trading Queries and Trading Disputes.

3. This BSC Procedure is effective from 26 June 2008.

4. This BSC Procedure has been approved by the Panel.

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AMENDMENT RECORD

Version	Date	Description of Changes	Changes Included	Mods/ Panel/ Committee Refs
1.0	Code Effective Date	Go Active version	N/A	N/A
2.0	30/11/00	Work outstanding at Go Active, resolution of inconsistencies, inclusion of consultation comments	203	08/009
3.0	27/03/01	For Go Live	N/A	15/005
4.0	10/12/02	Modification P61	P61	44/004
5.0	04/11/03	November 03 Release	P82, P107	
6.0	03/11/04	CVA Programme November 04 Release	P131, CP1024, CP1032	71/005
7.0	BETTA Effective Date	BETTA 6.3 rebadging for the CVA Feb 05 Release	BETTA 6.3	
8.0	02/11/05	CVA Programme November 05 Release	P184, P185, CP1118, CP1119 and CP1120.	P18492/004 P18592/005 TDC78/002
9.0	26/06/08	June 08 Release	CP1176 (part) CP1223	ISG68/02 SVG67/02 SVG84/02 ISG84/01 TDC109/01 PAB84/11

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1 Introduction

1.1 Purpose and Scope of the Procedure

This BSC Procedure (BSCP) deals with the raising, resolution and rectification of all Trading Queries and Trading Disputes, in accordance with Section W of the Balancing and Settlement Code (the Code). Where practicable, before invoking this procedure, all affected Parties are expected to use all reasonable endeavours to resolve any queries via internal investigation, involving their own Agents or BSC Agents where appropriate, in accordance with the provisions of the Code[1].

Where errors are identified in Credit Cover or a Party's Credit Default status, this procedure, in association with the specific rules contained in Section M of the Code, will apply.

This BSC Procedure does not cover the Change of Supplier or Registration process or any other disputes resolved under the Master Registration Agreement (MRA) which do not impact on Settlement Data.

Subject to any arbitration proceedings, all Trading Queries and Trading Disputes shall be raised and dealt with in accordance with Section W of the Code and this BSC Procedure. No Party may refer a Trading Dispute to arbitration unless the Trading Dispute (or Trading Query to which it relates) has been raised, dealt with and decided in accordance with provisions of Section W of the Code and this BSC Procedure.

1.2 Main Users of Procedure and their Responsibilities

This BSCP should be used by:

BSC Parties (including the BSCCo) to raise Trading Queries and where appropriate it sets out the procedure for resolving Trading Disputes;

Trading Disputes Committee to determine matters relating to Trading Queries and Trading Disputes;

Disputes Secretary (DS) to:

(a) Administer the process detailed in this BSC Procedure;

(b) Facilitate the processing of Trading Queries and escalation of Trading Disputes to the TDC;

(c) Act as secretary to the TDC;

(d) Maintain a register of precedents established by the TDC; and

(e) Maintain an interface with the MRA disputes process, receiving summary details of all queries that may impact upon Settlement data;

[1] Section U of the Code sets out the circumstances in which a BSC Agent may correct a ~~s~~Settlement ~~e~~Error without the application of the processes in Section W relating to Trading Queries and Trading Disputes.

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All Parties (including the BSCCo and its Agents, BSC Parties and their Agents, the Transmission Company (TC) and Distribution System Operators) to assist in the resolution of Trading Queries and Trading Disputes and to effect the rectification of such Trading Queries and Trading Disputes in the next available Settlement or Reconciliation Run or Extra-Settlement Determination if appropriate.

1.3 Data Retention Requirements for use in Settlement Runs and Extra-Settlement Determinations

BSC Parties and BSC Agents are required by the Section U of the Code to retain Settlement data to support the resolution of Trading Queries and Trading Disputes:

a. up to at least 28 months after the relevant Settlement Day for use in a form in which the data can be requested and used in the carrying out of a Settlement Run or Volume Allocation Run; and

b. thereafter, until 40 months after the relevant Settlement Day in a form that may be retrieved, if requested, within 10 Working Days, for use in an Extra-Settlement Determination.

In addition, if requested by the TDC~~Panel~~, BSC Parties and BSC Agents will be required to retain Settlement data beyond 40 months to support an Extra-Settlement Determination.

1.4 Information required on a BSCP11/01 Trading Query Form

A Trading Query will not be accepted or processed by the Disputes Secretary unless BSCP11/01 form is submitted, complete with the following information:

- Raising Party contact details
- All affected Settlement Periods (and Settlement Days) claimed. Where an end-date is not specified on the form, it will be assumed that the alleged S~~s~~ettlement ~~e~~Error is ongoing. If an end-date is provided but the Settelement Error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.
- Which category of Query Deadline (as described in paragraph 2.1) is applicable
- Details of the affected site/BM Unit
- The nature of the alleged ~~s~~Settlement ~~e~~Error
- ~~Whether the Trading Query is being raised as a 'precautionary' Trading Query~~

In addition, the BSCP11/01 Trading Query Form must be authorised by a Category O authorised person. Please refer to BSCP38 [Housekeeping]~~(or, where relevant, BDTP38)~~ for details on Authorisations.

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1.5 Balancing and Settlement Code Provision

This BSCP must be read in conjunction with the Code and in particular Section W. This BSCP has been produced in accordance with the provisions of the Code. In the event of an inconsistency between the provisions of this BSCP and the Code, the provisions of the Code shall prevail.

1.6 Associated BSC Procedures

The main BSCPs that interface with this BSCP are detailed below. This list is not exhaustive as the investigation and processing of a Trading Query or Trading Dispute may necessitate reference to a range of BSCPs.

BSCP38	Authorisations. [Housekeeping – redundant item]~~(or, where appropriate, BDTP38). Please note references throughout this document to BSCP38 also relate to the associated BDTP38 where appropriate~~
BSCP509	Changes to Market Domain Data

2 Timeliness Criteria

2.1 Query Deadline

Subject to section W1.2.6 of the Code, the Query Deadline in relation to an affected Settlement Period is:

Trading Query Type	Query Deadline
General Query Deadline	20th Working Day following the day on which the relevant Settlement Run was carried out.
Trading Query relating to SVA Half Hourly data and processes (SVA Half Hourly Query)	~~20~~70th Working Day following the carrying out of~~g~~ the Final Reconciliation Run (RF)~~day on which the Second Reconciliation Settlement Run (R2)~~[2] ~~was carried out or, if later, the 20th Working Day following the day on which the relevant Timetabled Reconciliation Settlement Run was carried out.~~
Trading Query relating to SVA Non Half Hourly data and processes (SVA Non Half Hourly Query)	70th Working Day following the carrying out of the Final Reconciliation Run (RF).
Trading Query concerning data relating to profile coefficient.	3rd Working Day following the Settlement Day in which the affected Settlement Period(s) occurred.
Trading Query relating to Market Domain Data.	2nd Working Day following the Settlement Day in which the affected

[2] This Query Deadline will apply to all Trading Queries, relating to SVA Half Hourly Data and processes, raised on or after 04~~2~~ November 2010~~05~~ (implementation date of P256~~CP1120~~) regardless of whether such Trading Query relates to Settlement Periods which occurred prior to this date.

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	Settlement Period(s) occurred.

For the avoidance of doubt, subject to a determination of the Panel or an arbitration body in accordance with section W, the TDC will not consider whether a ~~s~~Settlement ~~e~~Error has occurred in respect of any affected Settlement Period which it does not consider has satisfied the relevant Query Deadline.

2.2 Exceptional circumstances

Subject to section W1.2.6 of the Code, if, in relation to a particular Trading Query, the TDC determines that there are exceptional circumstances as a result of which the applicable Query Deadline should not apply, it may waive the requirement that the Trading Query should be raised within the Trading Query Deadline.

Notwithstanding the above, if the TDC determines that there are exceptional circumstances, the Trading Query must still be raised no later than 20 months after the relevant Settlement Day in which the affected Settlement Period occurred.

3 Acronyms and Definitions

3.1 Acronyms

The terms used in this BSCP are defined as follows.

~~BDTP~~	~~BETTA Data Take On Procedure~~
BSC	Balancing and Settlement Code
BSCCo	Balancing and Settlement Code Company
CDCA	Central Data Collection Agent
CRA	Central Registration Agent
DS	Disputes Secretary[3]
ECVAA	Energy Contract Volume Aggregation Agent
ESD	Extra-Settlement Determination
FAA	Funds Administration Agent
MDD	Market Domain Data
MDDM	Market Domain Data Manager
MRA	Master Registration Agreement
PAB	Performance Assurance Board
SAA	Settlement Administration Agent
SD	Settlement Day
SVAA	Supplier Volume Allocation Agent
TC	Transmission Company
TDC	Trading Disputes Committee

[3] References to the Disputes Secretary shall, where appropriate, include the Disputes Secretary performing duties on behalf of the BSCCo.

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WD Working Day

3.2 Definitions

MRA disputes process - the process established to resolve disputes under the Master Registration Agreement.

~~'Precautionary' Trading Query – a Trading Query relating to SVA HH data or processes, raised within the SVA HH Query Deadline, which is likely to be capable of resolution outside the Trading Query/Disputes process. 'Precautionary' Trading Queries will be logged and placed on hold either until the alleged error is resolved and the Disputes Secretary is notified that it has been resolved (providing such notification is received no later than R3 + 5 WD), or until R3 + 5 WD, following which, the 'precautionary' Trading Query will be determined in the normal course as a Trading Query.~~

Raising Party – a Party who raises a Trading Query.

Relevant Timetabled Reconciliation Settlement Run – the Timetabled Reconciliation Settlement Run in which the ~~s~~Settlement ~~e~~Error first occurred in respect of the affected Settlement Period.

For the purposes of this BSCP, the terms "relevant Settlement Run" and "affected Party" shall have the same meanings given to such terms in Section W of the Code.

All other terms are as defined in the Code.

4 Not Used

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5 Interface and Timetable Information

5.1 Trading Query Resolution Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.1	As soon as possible, but within the deadlines defined in Section 2.	Identify alleged S~~s~~ettlement ~~e~~Error and raise a Trading Query.	Raising Party (any BSC Party, including BSCCo and the TC)	DS	Completed Form BSCP11/01 containing all the information required in accordance with paragraph 1.4.	Email, fax.
5.1.2	Within 1 WD of 5.1.1.	Acknowledge Trading Query receipt, validate for authorised signature and issue log number.	DS	Raising Party	Log number; acknowledgement (Form BSCP11/02).	Email, fax.
5.1.3	As soon as possible after 5.1.1[4].	Commence investigation[5]. Where necessary, request additional information from the Raising Party or relevant experts including the BSCCo, BSC Agents and/or the TC[6]. If no additional information is required, proceed to step 5.1.5.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Evidence of S~~s~~ettlement ~~e~~Error (Form BSCP11/01); Request for Assistance (Form BSCP11/03).	Email, fax.
5.1.4	Within 5 WD of 5.1.3.	Respond to Request for Assistance providing data and/or information as requested by the DS[7].	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03.	Email, fax.

[4] ~~'Precautionary' Trading Queries as identified on the BSCP11/01 form, will be put on hold following 5.1.2. The process from 5.1.3 will be initiated either upon notification from the Raising Party that the alleged settlement error has been resolved outside of the Trading Query/Dispute process (where such notification is received prior to R3 +5 WD) or in the absence of such notification after R3 +5 WD. Where the alleged error has been resolved prior to R3 + 5 WD, the Raising Party will be required to submit evidence that the alleged settlement error has been corrected. In the event that the error is not resolved outside of the Trading Query/Dispute process by R3 +5 WD, the Trading Query will be deemed invalid if it was not raised within the relevant Query Deadline.~~

[5] If investigations determine that the source of the anomaly is the implementation of MDD, where appropriate confirm that the error exists and agree any required changes with SVAA within 2 WD of the Trading Query being raised (the TDC must still agree that the Trading Query has been raised in accordance with the necessary time limits and that a ~~s~~Settlement ~~e~~Error exists). MDD should be re-run as agreed in accordance with BSCP509 and all Market Participants should be informed.

[6] The Disputes Secretary may issue as many Requests for Assistance as necessary to gather all information required for analysis of the Trading Query.

[7] Persistent failure to respond to Requests for Assistance will result in the Disputes Secretary reporting the offending Party to the Performance Assurance Board.

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.5	When all relevant information is received.	Collate all evidence of S~~s~~ettlement ~~e~~Error and results of analysis (where applicable). Decide whether to validate the Trading Query or escalate it to a Trading Dispute to be referred to the TDC for validation in accordance with section W of the Code. Where the BSCCo decides to validate the Trading Query refer to 5.1.6. Where the BSCCo escalates the Trading Query to a Trading Dispute and refers it to the TDC for validation, refer to 5.2.1 onwards. NOTE: Trading Queries raised by the BSCCo will be deemed to be Trading Disputes and will be validated by the TDC (in accordance with section W of the Code). Refer to 5.2.1 onwards.	DS		Evidence of ~~s~~Settlement ~~e~~Error and supporting information (Form BSCP11/01). Analysis of Trading Query and supporting information (Form BSCP11/03). Trading Query Report (Form BSCP11/04). Trading Query Closure/Trading Dispute Raising Form/TDC Determination (Form BSCP11/05)	Internal Process
5.1.6	Following 5.1.5.	In order to validate the Trading Query, the BSCCo shall consider whether: a) all affected Settlement Periods claimed have been raised within the applicable Query Deadline; b) whether a ~~s~~Settlement ~~e~~Error exists; and c) whether the materiality of the Trading Query is greater than £500.	DS		Evidence of ~~s~~Settlement ~~e~~Error and supporting information (Form BSCP11/01). Analysis of Trading Query and supporting information (Form BSCP11/03).	Internal Process
5.1.7	Following 5.1.6.	Report findings based on the assessment of the Trading Query against 5.1.6 a), b) and c) to Raising Party and all affected Parties.	DS	Raising Party, all affected Parties	Trading Query Report (Form BSCP11/04)	Email, fax.

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.8	Within 10 WD following 5.1.7	Raising Party and each affected Party may notify its objection to the BSCCo's findings in relation to 5.1.6 a), and/or b), and/or c)[8]. NOTE: where no objections to the BSCCo's findings are received within the prescribed timescales, the findings will be deemed accepted. Where objections to the BSCCo's findings are received within the prescribed timescales, the Trading Query will be escalated to a Trading Dispute.	Raising Party, all affected Parties	DS	Trading Query Report (Form BSCP11/04)	Email, fax.
5.1.9	Upon receipt of BSCP11/04 from Raising Party and/or an affected Party or following 5.1.8.	Where no objections have been received, refer to 5.1.10. Where notified of any objections to the BSCCo's findings, acknowledge objections (where applicable) and inform Raising Party and all affected Parties that a Trading Dispute is deemed to have been raised. Refer to 5.2.1 onwards.	DS	Raising Party, All affected Parties	Trading Query Closure/Trading Dispute Raising Form/TDC Determination (Form BSCP11/05)	Email/fax.
5.1.10	Following 5.1.9 (where the BSCCo considers the Trading Query valid and no objections have been received) at next practicable meeting of the TDC[9].	Present the BSCCo's findings relating to 5.1.6 a) and b) and who the affected Parties are believed to be to the TDC. Where the Trading Query was considered valid by the BSCCo against 5.1.6 a), b) and c) and no objections from affected Parties were received, seek authorisation from the TDC that the BSCCo may instruct correction of the ~~s~~Settlement ~~e~~Error. Where the Trading Query was considered invalid by the BSCCo and no objections from affected Parties were received, seek authorisation from the TDC to close the Trading Query.	DS	TDC	Evidence of ~~s~~Settlement ~~e~~Error and supporting information.	At meeting via confidential TDC Paper.

[8] Where an affected Party feels that urgent resolution is required, an ESD may be requested using Extra-Settlement Determination Request (BSCP11/06).
[9] For Profile Coefficient Trading Queries, the Trading Query must be presented to the TDC within 6 WD of the affected Settlement Day.

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.11	At TDC meeting.	If the TDC: i) disagrees with the BSCCo's determination of who the affected Parties are a Trading Dispute is deemed to be raised. Refer to 5.2.1 after carrying out steps 5. 1.12 and 5.1.13. ii) subject to i), agrees with the BSCCo's findings that the Trading Query is valid against 5.1.6 a) and b), proceed to 5.4 (where it is deemed appropriate that the ~~s~~Settlement ~~e~~Error is corrected in the next Settlement Run. If it is not, the TDC must determine an alternative method of rectification. In this case, please refer to Appendix 6.11 and section 5.6, instead of 5.4) after carrying out steps 5. 1.12 and 5.1.13. iii) subject to i), agrees with the BSCCo's findings that the Trading Query is invalid against 5.1.6 a) and/or b), close the Trading Query. End process after carrying out steps 5.1.12 and 5.1.13. iv) subject to i), disagrees with some or all of the BSCCo's findings, in relation to 5.1.6 a) and/or b), a Trading Dispute is deemed to be raised in respect of those parts of the BSCCo's findings with which the TDC disagrees. Notify the TDC's determination in accordance with 5.1.12 and 5.1.13 and proceed to section 5.4 in respect of those parts of the BSCCo's findings with which the TDC agrees. Refer to section 5.2 in respect of the parts of BSCCo's findings with which the TDC disagrees.	DS		TDC Decision Trading Query Closure/Trading Dispute Raising Form/TDC Determination (Form BSCP11/05)	Internal

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
		A Party may refer such determination to the Panel in accordance with Section W of the Code. Note: Where the TDC disagrees with all the BSCCo's findings, the TDC may defer its determination until after a Trading Dispute is raised.				
5.1.12	Within 5 WD of the TDC meeting at which the Trading Query was presented.	Notify the TDC's findings to the Raising Party, all affected Parties and relevant BSC Agents.	DS	Raising Party, all affected Parties and relevant BSC Agents.	Trading Query Closure/Trading Dispute Raising Form/TDC Determination (Form BSCP11/05)	Email, fax.
5.1.13	At same time as 5.1.12.	Communicate TDC decision to all BSC Parties, cc: Party Agents and BSC Auditor.	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Query.	Email

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5.2 Trading Disputes Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.1	Following 5.1.5, 5.1.9 or 5.1.11.	Commence investigation to identify whether further information is required. If so, request additional information from the Raising Party or from relevant experts including the BSCCo, BSC Agents and/or the TC[~~6~~6]. If no additional information is required, proceed to step 5.2.3.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Evidence of ~~s~~Settlement ~~e~~Error (Form BSCP11/01); Request for Assistance (Form BSCP11/03 Form)	Email, fax.
5.2.2	Within 5 WD of 5.2.1.	Respond to Request for Assistance providing data and/or information as requested by the DS[~~7~~7].	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03.	Email, fax.
5.2.3	Upon receipt of all information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting.	DS		All relevant data, forms and evidence of ~~s~~Settlement ~~e~~Error.	Internal process

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.4	Following 5.2.3 at next practicable meeting of the TDC.	Consider whether the Trading Dispute was initially raised as a Trading Query in accordance with the applicable Query Deadline (or whether it should exercise its discretion under section W of the Code). In relation to those affected Settlement Periods (if any) for which it determined that the Trading Query was raised by the applicable Query Deadline, or exercised its discretion in accordance with section W of the Code, consider whether a ~~s~~Settlement ~~e~~Error occurred. If the TDC considers that some or all of the affected Settlement Periods were raised within applicable timescales (or, where appropriate, that discretion should be applied), then in relation to those affected Settlement Periods proceed to 5.2.5. If the TDC considers that some or all of the affected Settlement Periods in the Trading Query were not raised in accordance with the applicable Query Deadline and that the TDC should not exercise its discretion, issue a determination either rejecting those Settlement Periods or the Trading Dispute as applicable and proceed to 5.2.6. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to section 5.4 and proceed to 5.2.6.	TDC		All relevant data, forms and evidence of ~~s~~Settlement ~~e~~Error.	Internal Process

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.5	At TDC meeting.	If no ~~s~~Settlement ~~e~~Error has occurred, reject the Trading Dispute and proceed to 5.2.6. If a ~~s~~Settlement ~~e~~Error has occurred uphold the Trading Dispute (for all or part of the affected Settlement Periods as appropriate) and, if the materiality of the Trading Dispute exceeds £500, determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.2.6. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to Section 5.4 and proceed to 5.2.6. A Party may refer the matter to the Panel in accordance with section W of the Code.	TDC		All relevant data, forms and evidence of ~~s~~Settlement ~~e~~Error.	Internal process
5.2.6	Within 5 WD of TDC meeting.	Complete TDC Finding Form /Deferral Form[10] (including TDC Chair signature) and distribute to Raising Party, affected Parties and relevant BSC Agents.	DS	Raising Party, affected Parties and relevant BSC Agents.	TDC Trading Disputes Findings (Form BSCP11/07)[11]/Deferral Form (Form BSCP11/08).	Email, fax.
5.2.7	At same time as 5.2.6.	Communicate TDC decision to all BSC Parties.	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute.	Email

[10] Where appropriate, the Finding Form should include instructions for rectification. If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Deferral form.

[11] Where rectification of the Trading Dispute requires corrective action by a Raising Party's agent(s), it should be specified on the BSCP11/07 Trading Disputes Findings that the Raising Party should instruct its agent(s) to make the amendments required.

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5.3 Deferral of Trading Dispute

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.3.1	Within 1 WD of 5.2.6.	Request additional information~~66~~ as required by the TDC to aid clarification of the Trading Dispute. If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Request for Assistance Form.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Request for Assistance with any additional information that may assist in identification of the error. (Form BSCP11/03).	Email, fax.
5.3.2	Within 5 WD of 5.3.1.	Respond to Request for Assistance with evidence.	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS.	Additional information as requested by the DS.	Email, fax.
5.3.3	Upon receipt of all additional information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting. Refer to steps 5.2.4 onwards for details on all considerations by the TDC subsequent to the submission of additional evidence	DS		All relevant data, forms and evidence of ~~s~~Settlement ~~e~~Error.	Internal process

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5.4 Correction of Errors in the next scheduled Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.1	Following TDC determination that a Trading Query/Trading Dispute should be corrected in the next practicable Settlement Run.	Instruct the relevant BSC Agent to adjust settlement in the next practicable Settlement Run, as authorised by the TDC[12]. (Where corrective action by a Party Agent is required for rectification of the error, instruction should be issued by the DS via the relevant Party).	DS	Relevant BSC Agent (or Party where applicable)	Details of changes as authorised by TDC.	Email, fax.
5.4.2	As appropriate following 5.4.1	Confirm that corrective action authorised by the TDC has been implemented and is available for use in the next Settlement Run[13]. (Where corrective action has been implemented by a Party Agent, confirmation that the corrective action is complete should be given to the DS via the relevant Party).	Relevant BSC Agent (or Party where applicable)	DS		Email, fax.

[12] For Profile Coefficient Trading Queries, if the TDC determines that the Profile Coefficient should be recalculated, this instruction must be given by 10:00 on Settlement Day plus 7 WD. All other instructions must be issued at least 15 WD before the next scheduled Settlement Run, unless a shorter period is agreed with the relevant BSC Agent.

[13] Each BSCCo Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the TDC.

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5.5 Performing a Post-Final Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.1	Following TDC's determination and its recommendation under 5.2.5 (in accordance with Appendix 6.10) to rectify a Trading Dispute in the Post-Final Settlement Run.	Determine window within which it is practicable to perform a Post-Final Settlement Run[14], in association with impacted agents.	DS	Impacted Agents	Settlement Day and Run Type, Agents' schedules.	Email, fax.
~~5.5.2~~	~~At next practicable Panel meeting.~~	~~Present TDC recommendation that a Post-Final Settlement Run be carried out[15].~~	~~DS on behalf of TDC~~	~~Panel~~	~~TDC recommendation to rectify the Trading Dispute in the Post-Final Settlement Run, together with available window within which the Post-Final Settlement Run can be performed.~~	~~Panel Paper~~
5.5.~~3~~2	~~Panel~~ TDC meeting.	~~Consider recommendation of~~ TDC ~~and~~ decide whether or not to authorise Post-Final Settlement Run.	~~Panel~~TDC		~~TDC recommendation.~~	Internal process
5.5.3~~4~~	Within 5 WD of the ~~Panel~~ TDC meeting.	Inform Raising Party of ~~Panel~~ TDC decision.	~~Panel Secretary via~~ DS.	Raising Party.	TDC Trading Disputes Findings (Form BSCP11/07)	Email, fax.
5.5.4~~5~~	Within 5 WD of the ~~Panel~~ TDC meeting.	~~If the Panel endorsed the TDC's recommendation, a~~Advise all Trading Parties that a Post-Final Settlement Run is to be carried out.[16]	~~Panel Secretary via~~ DS.	All BSC Agents, BSC Parties and BSC Auditor.	Reason for Post-Final Settlement Run (i.e. non-confidential details of the Trading Dispute) and scheduled run date.	Email

[14] A Post Final Settlement Run must be performed within 28 months of the relevant Settlement Day(s) in accordance with Section U of the Code.

~~[15] The TDC's presentation to the Panel may also include a recommendation to the Panel, in accordance with Appendix 6.12, that a particular Party or Parties shall bear all or part of the cost incurred through rectification of the Trading Dispute.~~

[16] If the ~~Panel did not endorse the~~ TDC's decision, was not to rectify advise all Trading Parties that the Dispute will not be rectified.

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.5~~6~~	Within 5 WD of ~~Panel~~ TDC meeting, if decision is to carry out Post-Final Settlement Run.	Schedule data amendments and run dates within window agreed by Panel, in association with impacted Agents.[17]	DS	Relevant agents and relevant Parties[18].	Details of all replacement data and run dates to be included in Post-Final Settlement Run	Email, fax.
5.5.6~~7~~	Post-Final Settlement Run schedule day.	Perform Post-Final Settlement Run in accordance with TDC requirements~~ and Panel authorisation~~.	Relevant agents and relevant Parties			Internal Process
5.5.7~~8~~	Within 5 WD after the Post-Final Settlement Run schedule day.	Confirm that corrective action authorised by the TDC has been implemented.	Relevant agents and relevant Parties	DS	Confirmation of implementation	Email, fax.

[17] Each BSC Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the ~~Panel following a recommendation of the~~ TDC.
[18] CDCA, SAA, SVAA, FAA and where applicable the CRA, ECVAA, Transmission Company and/or and Interconnector Administrators.

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5.6 Errors rectified outside of Settlement Runs via an Extra-Settlement Determination

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
~~5.6.1~~	~~At next practicable Panel meeting following a TDC recommendation under 5.2.5 (in accordance with Appendix 6.10) to rectify a Trading Dispute via ESD.~~	~~Present TDC recommendation and seek approval to carry out ESD calculation[19].~~	~~DS on behalf of TDC~~	~~Panel~~	~~TDC recommendations to rectify error outside of Settlement via an ESD.~~ ~~Where it is envisaged that Parties, Party Agents and BSC Agents will be required to maintain copies of Settlement Data beyond Settlement Day plus 40 months[20], the TDC will recommend that the Panel informs relevant Parties and Agents of such data retention requirements.~~	~~Panel Paper~~
5.6.1~~2~~	At ~~Panel~~ TDC meeting following a determination to rectify a Trading Dispute via ESD.	~~Consider recommendations of~~ TDC ~~and~~ decide whether or not to perform an ESD calculation. The ~~Panel~~ TDC may ask for further information and postpone its decision where it deems it necessary.	~~Panel~~TDC		~~TDC recommendation.~~Where it is envisaged that Parties, Party Agents and BSC Agents will be required to maintain copies of Settlement Data beyond Settlement Day plus 40 months[21], the TDC will inform relevant Parties and Agents of such data retention requirements.	Internal process
5.6.2~~3~~	Within 5 WD of ~~Panel~~ TDC meeting at which the ~~Panel~~ TDC makes a decision.	Communicate decision of ~~Panel~~TDC. ~~If the Panel does not uphold the TDC's recommendation, it is deemed that the Trading Dispute will not be rectified via an ESD[22].~~ If the Panel does uphold the recommendation to perform an ESD calculation, proceed to 5.6.~~4~~3.	~~Panel Secretary~~DS	TDC; Raising Party; all relevant BSC Parties; relevant BSC Agents and/or TC as appropriate.	~~Panel's~~ TDC's decision to ~~uphold or reject TDC recommendation~~correct/not correct via ESD.	Email, fax.

~~[19] The TDC's presentation to the Panel may also include a recommendation to the Panel, in accordance with Appendix 6.11, that a particular Party or Parties shall bear all or part of the cost incurred through rectification of the Trading Dispute.~~

~~[20] Parties should be given sufficient notification prior to the 40 month deadline to allow suitable arrangements to be put in place for data retention beyond the minimum requirements.~~

[21] Parties should be given sufficient notification prior to the 40 month deadline to allow suitable arrangements to be put in place for data retention beyond the minimum requirements.

~~[22] In such instances, unless otherwise stated, the error will be corrected in the next scheduled Settlement Run. Refer to section 5.4.~~

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.6.3~~4~~	When required~~, if the Panel has upheld the TDC's recommendation to perform an ESD calculation~~.	TDC requests data required to perform ESD calculation.	DS on behalf of TDC	Raising Party; other relevant BSC Parties; BSC Agents and/or TC as appropriate.	Data required to perform ESD calculations.	Email, fax.
5.6.4~~5~~	Within 10 WD of 5.6.4~~3~~ or such other period as the ~~Panel~~ TDC may agree.	Relevant Parties provide data as requested to enable an Extra-Settlement Determination.	Raising Party, all BSC Parties, relevant BSC Agents and/or TC as appropriate, BSC Auditor	DS.	Data required to perform ESD calculations.	Email, fax.
5.6.5~~6~~	As soon as practicable after 5.6.5~~4~~.	Calculate materiality and advise affected Parties[23].	DS	Relevant Parties		Email, fax.
5.6.6~~7~~	Within 5 WD of 5.6.6~~5~~ or such other period as the ~~Panel~~ TDC may approve	Instruct FAA to action Payment Authorisation Form.	DS on behalf of TDC	FAA	Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chair.	Email, fax.
5.6.7~~8~~	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, fax.
5.6.8~~9~~	Within 1 WD of 5.6.8~~7~~	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.

[23] As defined in section W of the Code.

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REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.6.9~~10~~	Where the ESD has been performed prior to the Final Reconciliation Run, at least 15 WD prior to the next timetabled Reconciliation Settlement Run being performed	Advise Parties of the unwinding of the Extra-Settlement Determination and the correction of the ~~s~~Settlement ~~e~~Error at the next timetabled Reconciliation Settlement Run[24].	DS	All BSC Parties, BSC Auditor.	Confirmation that the Extra-Settlement Determination will be unwound and the ~~s~~Settlement ~~e~~Error corrected in line with the next timetabled Reconciliation Settlement Run.	Email.
5.6.1~~10~~	At least 10 WD prior to the next timetabled Reconciliation Settlement Run	Instruct the FAA to action the second Payment Authorisation Form.	DS on behalf of TDC	FAA	Trading Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chairman.	Email, fax.
5.6.1~~2~~	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Trading Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, fax.
5.6.1~~3~~	Within 1 WD of 5.6.1~~2~~	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.

[24] Where an ESD is performed prior to the next Timetabled Reconciliation Settlement Run, all payments must be reversed (ie. the ESD unwound) on or as near as practicable to the Payment Date in respect of the Timetabled Reconciliation Settlement Run, in which the ~~s~~Settlement ~~e~~Error is corrected. This will be achieved by performing a second ESD, with a second set of payments processed by the FAA. See Appendix 6.11.

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6 Appendices

The following forms are in this BSCP:

- BSCP11/01 Trading Query Form
- BSCP11/02 Trading Query Acknowledgement
- BSCP11/03 Request for Assistance
- BSCP11/04 Trading Query Report
- BSCP11/05 Trading Query Closure/Trading Dispute Raising Form/TDC Determination
- BSCP11/06 Extra-Settlement Determination Request
- BSCP11/07 TDC Trading Disputes Findings
- BSCP11/08 TDC Deferral Form
- BSCP11/09 Trading Dispute Payment Authorisation Form

[Housekeeping]For contact details please refer to the BSC~~Co~~ Website.

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6.1 Trading Query Form (BSCP11/01)

BSCP11/01

Trading Query Form

(Form completed by Raising Party)

Query/Dispute Number:

Trading Query Raised By *(name)*: _____ Date Raised: _____/_____/_____

Company Name / Party ID / Role: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Authorised By: _____ Signature: _____
Date:_____

Please complete the following section as appropriate and attach additional comments and evidence of ~~s~~Settlement ~~e~~Error.

Disputed Period:

GMT	
BST	

From_____/_____/_____ Settlement Period: _____ To_____/_____/_____[25] Settlement Period: _____

Applicable Query Deadline (Refer to Section 2.1. and delete as appropriate): General Query / SVA Half Hourly / SVA Non-half Hourly / Profile Coefficient / MDD

MSID / BM Unit / ECVN or MVRN Authorisation ID / Other IDs: _____

_____

GSP Group ID: _____

Site Name:_____

Other affected Parties (if known): _____

Associated Trading Query number(s): _____

~~Is this a 'precautionary' Trading Query[26]?: YES/NO (Please delete as appropriate)~~

Party Agent details:

Agent	Role	Appointment Start Date	Appointment End Date

Please return completed form to the Disputes Secretary

[25] Where no end-date is provided at the time this form is submitted, it will be assumed that the alleged ~~s~~Settlement ~~e~~Error is ongoing. However, where possible, Parties will be required to provide an end-date upon request by the BSCCo. Where no end-date is provided, the TDC may impose an end-date for the purposes of its determination. If an end-date is provided but the error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.

~~[26] See section 3.2 for the definition of a 'precautionary' Trading Query.~~

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6.2 Trading Query Acknowledgement (BSCP11/02)

BSCP11/02

Query/Dispute Number:

Trading Query Acknowledgement

(Form completed by DS)

To: _____ Date:___/___/___

Company Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

TRADING QUERY DETAILS:

Disputed Period: From____/____/____ Settlement Period ____ To____/____/____ Settlement Period ____

BM Unit / MSID / Other IDs: _____

Site name or other identifying information:_____

_____

_____

_____

_____

_____

_____

~~*(delete as appropriate)~~

~~Your 'precautionary' Trading Query has been put on hold[27]*; or~~

Your Trading Query has been allocated to (name)~~*~~: _____

Telephone:_____

Email: _____

Fax: _____

[27] ~~The 'precautionary' Trading Query you have raised will be put on hold either until the alleged error is resolved and the Disputes Secretary is notified that it has been resolved (providing such notification is received no later than R3 + 5 WD), or until R3 + 5 WD, following which, the 'precautionary' Trading Query will be determined in the normal course as a Trading Query.~~

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6.3 Request for Assistance (BSCP11/03)

BSCP11/03

Query/Dispute Number

Request for Assistance

(Form completed by DS)

To: _____ Date: _____/_____/_____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

TRADING QUERY / DISPUTE DETAILS:

Disputed Period: From____/____/____ Settlement Period ____ To____/____/____ Settlement Period ___

BM Unit / MSID / ECVN or MVRN Authorisation ID / Other IDs: _____

_____

Site name:_____

Description of Trading Query / Trading Dispute / assistance required:

_____

_____

_____

Number of pages attached: _____ Respond By Date: _____/_____/_____

(Section to be completed by Recipient)

Response: _____

_____

_____

_____

Contact Name of Respondent: _____

Telephone/Fax Number/Email: _____

Response Received Date: _____/_____/_____ *(Completed by DS)*

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6.4 Trading Query Report (BSCP11/04)

BSCP11/04

(Form completed by DS)

Trading Query Report

Query/Dispute Number

To: _____ Date: _____/_____/_____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

TRADING QUERY DETAILS:

Disputed Period: From ____/____/____ Settlement Period ____ To ____/____/____ Settlement Period ____

Summary of DS Response / Description: *(where appropriate, evidence should be attached)*

Check	**Valid?** (delete as appropriate)
a) All affected Settlement Periods claimed have been raised within the applicable Trading Query Deadline	YES/NO
b) A ~~s~~Settlement ~~e~~Error exists	YES/NO
c) The materiality of the Trading Query is greater than £500	YES/NO

Delete as appropriate:

i) The Trading Query is considered valid against checks a), b) and c) above. The Trading Query will be presented to the TDC for verification that all affected Settlement Periods claimed have been raised within the applicable Trading Query Deadline and that a ~~s~~Settlement ~~e~~Error exists. Subject to TDC approval, the BSCCo will instruct rectification of the error.

ii) The Trading Query is considered invalid against one or more of checks a), b) and c) above. If objections to this finding are received from the Raising Party or any affected Party within 10 Working Days of receipt of this form, it will be deemed that a Trading Dispute has been raised.

iii) The BSCCo has not validated the Trading Query. The matter has been escalated to a Trading Dispute and shall be determined by the TDC.

Contact Name: _____ Signature: _____

(Section to be completed by the Recipient only if the Recipient objects to the BSCCo's findings. Details of the Recipient's objections should be provided and attached to the form)

I acknowledge receipt of the above analysis and confirm that the undersigned objects to one or more of the BSCCo's findings. The undersigned acknowledges that a Trading Dispute in respect of the relevant matters will be deemed to be raised.

Signed on behalf of:

Company: _____ Name: _____

Authorised Signature: _____ Date: _____/_____/_____

Please return completed form to Disputes Secretary

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6.5 Trading Query Closure/Trading Dispute Raising Form/TDC Determination (BSCP11/05)

BSCP11/05
Page 1of 2

Query/Dispute Number

Trading Query Closure/Trading Dispute Raising Form/TDC Determination

(Form completed by DS)

To: _____ Date: _____/_____/___

Company Name / ID / Role: _____

Fax/email: _____

(Completed by DS) Delete as appropriate:
You have received notice of the BSCCo's findings in respect of Trading Query [ ]. You are hereby put on notice of the following matters:

a) Rejection of Trading Query

i) The BSCCo is not satisfied that:
- the Trading Query (as to all affected Settlement Periods) was raised within the applicable Query Deadline; and/or
- a ~~s~~Settlement ~~e~~Error exists; and/or
- the materiality of the Trading Query is greater than £500.

ii) No objections to the BSCCo's findings, in respect of the above Trading Query have been received in writing.

iii) The TDC agrees with the BSCCo's findings and the BSCCo's determination of which Parties are affected Parties.

The Trading Query has been closed.

b) Trading Query upheld

i) The BSCCo is satisfied that:
- the Trading Query (as to all affected Settlement Periods) was raised within the applicable Query Deadline; and
- a ~~s~~Settlement ~~e~~Error exists; and
- the materiality of the Trading Query is greater than £500.

ii) No objections to the BSCCo's findings, in respect of the above Trading Query have been received in writing.

iii) The TDC agrees with the BSCCo's findings and the BSCCo's determination of which Parties are affected Parties.

The BSCCo shall instruct correction of the ~~s~~Settlement ~~e~~Error.

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BSCP11/05 Page 2 of 2	**Trading Query Closure/Trading Dispute Raising Form/TDC Determination cntd**	Query/Dispute Number

c) Trading Query upheld in part *(delete as appropriate)*

The TDC determines as follows:

i) The TDC agrees with the BSCCo's findings in relation to [*insert Settlement Day(s) and Settlement Period(s)*].
The Trading Query has been upheld in relation to these [*insert Settlement Day(s) and Settlement Period(s)*].

This notice represents a determination of the TDC for the purposes of Section W of the Code in respect of [*insert Settlement Day(s) and Settlement Period(s)*]. A copy of the TDC's determination and the reasons given by the TDC are attached.

d) Notification that a Trading Dispute is deemed raised *(delete as appropriate)*

The Trading Query has become a Trading Dispute because of one or more of the following circumstances:

i) The BSCCo raised the Trading Query; or
ii) The BSCCo decided not to validate the Trading Query; or
iii) An objection to the BSCCo's findings in respect of the Trading Query has been received; or
iv) The TDC disagrees with the BSCCo's findings and has deferred its determination; or
v) The TDC disagrees with the BSCCo's findings in part. A Trading Dispute has been raised to the extent that the TDC disagrees with the BSCCo's findings; or
vi) The TDC disagrees with the BSCCo's determination as to which Parties are affected Parties; or
vii) The Final Reconciliation Settlement Run in relation to any of the affected Settlement Periods has been carried out (at the time at which the Trading Query was raised), or in the BSCCo's opinion will have been carried out (at the time at which the query resolution process is likely to be completed).

A Trading Dispute is therefore deemed to have been raised.

Affected Settlement Dates: _____

Approximate Materiality: _____

Details of alleged ~~s~~Settlement ~~e~~Error, method of correction (where required) and (where appropriate) the BSCCo's findings/TDC's determination *(delete as appropriate)* :

_____

_____

_____

_____

mailto:

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6.6 Extra-Settlement Determination Request (BSCP11/06)

BSCP11/06

Query/Dispute Number

Extra-Settlement Determination Request

(Form completed by Requesting Party)

Extra-Settlement Determination Requested By *(name)*: _____

Date Requested: _____/_____/_____

Company Name / ID / Role: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Authorised By: _____ Signature: _____

Date: _____

Disputed Period: _____

Most recent Settlement Run: SF / R1 / R2 / R3 / RF *(delete as appropriate)*

Date of most recent Settlement Run: _____ Estimated Materiality:_____

Associated Trading Query / Dispute number(s): _____ *(If applicable)*

Reason for Extra-Settlement Determination Run Request:

_____

_____

_____

_____

Please return completed form to the Disputes Secretary

(Completed by DS):
Acknowledge receipt and return to Raising Party:

DS Comments: _____

Name : _____ Signature : _____ Date : _____/_____/_____

mailto:

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6.7 TDC Trading Dispute Findings (BSCP11/07)

BSCP11/07

(Form completed by DS)

TDC Trading Dispute Findings

Query/Dispute Number

To: _____

Fax / Email: _____

From: Trading Disputes Committee

TDC Meeting Number: _____ Date: _____/_____/_____

For Settlement Day(s) and Settlement Period(s):
from: _____ to: _____

The Trading Dispute Committee Findings are:

_____

_____

_____

_____

_____

_____

Note: ACTION REQUIRED
Parties are required to advise all Party Agents of any data amendments required as stipulated in the TDC Findings.

Signed : _____ Date _____/_____/_____
Chairman, Trading Disputes Committee

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6.8 TDC Deferral Form (BSCP11/08)

BSCP11/08

Query/Dispute Number

TDC Deferral Form

(Form completed by DS)

To: _____

Fax / Email: _____

From: Trading Disputes Committee

TDC Meeting Number: _____ Date : _____/_____/_____

For Settlement Day(s) and Time Period(s):
from: _____ to: _____

The Trading Dispute Committee Findings are:

The TDC considered the above Trading Dispute and based on the evidence submitted decided to defer resolution for the reasons given below:

_____

_____

_____

_____

Signed : _____ Date _____/_____/_____
Chairman, Trading Disputes Committee

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6.9 Trading Dispute Payment Authorisation Form (BSCP11/09)

BSCP11/09

Trading Dispute Payment Authorisation Form

(Details of Trading Disputes Requiring Payment Outside The Settlement Run Process via an Extra-Settlement Determination)

(Form completed by DS)

Trading Dispute Reference:

Settlement dates:

Affected Party (s): *(See attached spreadsheet for individual Party payment and/or receipt totals)*

Summary of Dispute:

Proposed date of recovery:

Signed: _____

(TDC Chairman)

Date: _____

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6.10 Rectification of Trading Queries or Trading Disputes

Following a decision of the TDC that a Trading Query was raised in a timely fashion, that a ~~s~~Settlement ~~e~~Error has occurred and that the materiality of the Trading Query or Trading Dispute exceeds £500, the TDC shall determine the appropriate means of rectification. The methods of rectification available to the TDC will be dependent on whether the Final Reconciliation Settlement Run (RF) for the Disputed Settlement Days has been performed.

Where the Trading Dispute is capable of rectification before the relevant Final Reconciliation Settlement Run (RF), the TDC shall:

a) determine that the error should be corrected in the next Settlement Run relating to the relevant Settlement Day (see section 5.4); or

b) where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the Trading Disputes Committee believes that an Extra Settlement Determination is justified, ~~recommend to the Panel~~ determine that an Extra-Settlement Determination should be carried out (see Appendix 6.11 and section 5.6).

Where a Trading Dispute is not capable of resolution until after the relevant Final Reconciliation Settlement Run (RF), the TDC shall ~~recommend to the Panel that one of the following steps should be taken~~:

a) determine that the error should not be corrected, having regard to all the circumstances (including the length of time which has elapsed since the occurrence of the event giving rise to the Trading Dispute); or

b) determine that an Extra-Settlement Determination and/or Post-Final Settlement Run should be undertaken (see section 5.5 or 5.6 as appropriate).

6.11 Extra-Settlement Determinations performed prior to the Final Reconciliation Run

The Code states that in certain circumstances the TDC may ~~recommend to the Panel~~determine that a Trading Dispute should be rectified by performing an ESD prior to the Final Reconciliation Run. This would only be the case where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the TDC believe an ESD is justified.

If an ESD is performed prior to the Final Reconciliation Run, all payments must be reversed (or unwound) on or as near as practicable to the Payment Date in respect of the Timetabled Reconciliation Settlement Run in which the S~~s~~ettlement E~~e~~rror is corrected. This is to prevent any double correction of an error through both an ESD and the Timetabled Reconciliation Settlement Run. Prior to the next Timetabled Reconciliation Settlement Run, each Trading Party affected by the initial payment shall be entitled to be paid by or liable to pay to the BSC Clearer an amount equal and opposite to the extra-settlement amount paid by or to such Party, plus an amount in lieu of interest. See section 5.6.

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6.12 Recovery of Rectification Costs and other Costs which may be incurred

If the TDC ~~recommends to the Panel~~ determines that a Post-Final Settlement Run or Extra-Settlement Determination should be performed, the TDC may ~~recommend to the Panel~~determine that a particular Party or Parties shall bear all or part of the cost incurred.

In addition, Raising Parties should be aware that where rectification of a Trading Query or Trading Dispute requires action by one of its Agents, there may be associated costs involved (dependent on Contractual Agreements in place between the Party and its Agents).

6.13 Trading Dispute Charge

If the TDC resolves that a Trading Dispute raised by a Party is of a vexatious or frivolous nature, it may require the Party raising such a Trading Dispute to pay a standard charge as agreed by the Panel from time to time towards the cost of the administration of the Trading Dispute.

6.14 Materiality

There is no pre-rectification materiality limit for Trading Queries or Trading Disputes. However, where a Trading Dispute or Trading Query has a materiality or estimated materiality of less than £500, no corrective action will be taken regardless of the TDC's determination on the validity of the Trading Query or Trading Dispute.

6.15 Multiple Raising Parties

The same Trading Query may be raised independently by several Raising Parties. Where the DS recognises that the Trading Queries arise out of the same circumstances, such Trading Queries shall, without prejudice to the procedures set out in this BSCP, be consolidated for the purposes of consideration by the BSCCo or the TDC as appropriate.

6.16 References to the Panel and Arbitration

A Party that disagrees with the findings of the TDC may refer the findings to the Panel or to arbitration[28] for determination. Any referral to the Panel should be submitted in writing to the Panel Secretary and must be made in accordance with the timescales referred to in section W of the Code.

Any reference to arbitration must be made in accordance with the timescales referred to in section W and section H of the Code.

In the event that the Disputes Secretary is notified that a matter has been remitted to the TDC from the Panel or from an arbitration tribunal in accordance with section W of the Code, the Trading Disputes process shall be followed from 5.2.5.

[28] With the exception of Post RF rectification decisions.

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