

## **Alternative Modification P171 – Legal drafting**

### **SECTION Q: BALANCING MECHANISM ACTIVITIES**

*(Version 12.0 including all Approved Modifications awaiting Implementation)*

*Add new paragraph 5.1.14 as follows:*

5.1.14 In relation to any Settlement Day on or after 19 May 2004, the Transmission Company may classify an Acceptance which falls within paragraph 5.1.3(b) (other than one within paragraph 5.1.5) as an 'Excluded' Emergency Acceptance.

*Amend paragraph 5.3.1 as follows:*

5.3.1 Acceptance Data for a BM Unit shall comprise the following data items:

- (a) a set comprising one or more Acceptance Volume Pairs, each with a 'from' MW level and an associated 'from' time and a 'to' MW level and an associated 'to' time and where:
  - (i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import); and
  - (ii) the times are expressed in a whole number of minutes and the first 'from' time is not earlier than the Bid-Offer Acceptance Time and the last 'to' time is not later than the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time; and
- (b) the associated Bid-Offer Acceptance Number 'k' expressed as an integer greater than the value of k for the Acceptance Data (for that BM Unit) with the immediately preceding Bid-Offer Acceptance Time or, where any Acceptance Data exists with identical Bid-Offer Acceptance Time, greater than the highest value of k which exists with such Bid-Offer Acceptance Time; and
- (c) the associated Bid-Offer Acceptance Time; and
- (d) in the case of an Acceptance within paragraph 5.1.3(b) (other than one within paragraph 5.1.5) that the Acceptance was an Emergency Acceptance; and
- (e) in the case of an Acceptance within paragraph 5.1.3(b) (other than one within paragraph 5.1.5) whether the Transmission Company has classified such Acceptance as an 'Excluded' Emergency Acceptance.

*Amend paragraph 6.1.12 as follows:*

6.1.12 Not later than 15 minutes following the issue of a communication or the occurrence of an event which (pursuant to paragraph 5.1.3(a) or 5.1.5 respectively) is to be treated as an Acceptance, the Transmission Company shall send to the BMRA the Acceptance Data.

*Add new paragraph 6.1.12A as follows:*

6.1.12A As soon as practicable after the issue of a communication which (pursuant to paragraph 5.1.3(b), other than pursuant to paragraph 5.1.5) is to be treated as an Acceptance, the Transmission Company shall send to the BMRA the following information: the fact that such

a communication has been given, the time at which it was given and the BM Unit in respect of which it was given.

*Amend paragraph 6.2.1(e) as follows:*

6.2.1

- (e) Acceptance Data, other than in relation to Acceptances which fall within paragraph 5.1.3(b).

*Add new paragraph 6.2.2 as follows:*

6.2.2 The Transmission Company shall send Acceptance Data for Acceptances which fall within paragraph 5.1.3(b) as soon as reasonably practicable following the relevant Settlement Day, and wherever practicable in time for such Acceptance Data to be taken into account in the Initial Settlement Run.

*Add new paragraphs 9 as follows:*

## **9. EXCLUDED EMERGENCY ACCEPTANCES**

### **9.1 General**

9.1.1 For the purposes of this paragraph 9:

- (a) the "relevant" BM Unit is the BM unit in respect of which an Emergency Acceptance was issued (or treated as issued);
- (b) a reference to the Lead Party is to the Lead Party of the relevant BM Unit;
- (c) a reference to an accepted Bid-Offer Pair is to a Bid-Offer Pair to the extent accepted by the Excluded Emergency Acceptance;
- (d) the "relevant" Settlement Day is the Settlement Day on which the Emergency Acceptance was issued; and
- (e) a Settlement Period is a "relevant" Settlement Period where any 'from' or 'to' time comprised in any Volume Acceptance Pair included in the Acceptance Data for the Excluded Emergency Acceptance falls within that Settlement Period.

9.1.2 In relation to any Settlement Day on or after 19 May 2004, where there has been an Excluded Emergency Acceptance, for each relevant Settlement Period, for the purposes of the determination of the System Buy Price and the System Sell Price, the Excluded Emergency Acceptance shall be deemed to have accepted Bid-Offer Pairs deemed to have been submitted by the Lead Party in accordance with paragraph 9.2.

### **9.2 Deemed Bid-Offer Pairs**

9.2.1 For the purposes of this paragraph 9.2, for each relevant Settlement Period, the "relevant volume" is the aggregate volume (in MWh) of Bids or Offers accepted by the Excluded Emergency Acceptance, determined as the sum, for all Offers or Bids, of the Period Accepted Offer Volume or Period Accepted Bid Volume (in accordance with Section T3.8, where Acceptance k is the Excluded Emergency Acceptance).

9.2.2 For each relevant Settlement Period, the Panel shall determine (in its opinion) in consultation with the Transmission Company:

- (a) what Bid-Offer Pairs (submitted by any Party and in relation to any BM Unit) were available to, and were not accepted by, the Transmission Company in respect of the relevant Settlement Period (but including the Bid-Offer Pairs actually submitted in relation to the relevant BM Unit);
- (b) what Acceptances of those Bid-Offer Pairs would (having regard to the principles on which the Transmission Company generally selects Bid-Offer Pairs for acceptance) have been issued, if (in relation to the relevant Settlement Period) the Transmission Company had accepted Bid-Offer Pairs for an incremental aggregate volume equal to the relevant volume;
- (c) the Bid-Offer Pairs deemed to have been submitted by the Lead Party in accordance with paragraph 9.2.3.

9.2.3 For the purposes only of determining the System Buy Price and the System Sell Price pursuant to Sections T4.4.5 and 4.4.6, the Lead Party shall be deemed (in lieu of any Bid-Offer Pairs actually submitted by it in respect of the BM Unit) to have submitted Bid-Offer Pairs (with 'from' and 'to' MW levels and Offer Prices and Bid Prices) such that the effect of the Excluded Emergency Acceptance, for each relevant Settlement Period, would result (pursuant to the application of Section T3) in Period Accepted Offer Volumes or Period Accepted Bid Volumes:

- (a) for Offers or Bids having the Offer Prices or Bid Prices of the Bid-Offer Pairs, and
- (b) equal to the volumes

determined under paragraph 9.2.2(b), and such Bid-Offer Pairs shall be deemed to have been accepted accordingly by the Excluded Emergency Acceptance.

### **9.3 Procedure**

9.3.1 Where there has been an Excluded Emergency Acceptance:

- (a) the Transmission Company shall (in addition to the requirements of paragraphs 6.1.12A and 6.2.2) as soon as reasonably practicable after the relevant Settlement Day give notice to BSCCo to that effect, specifying the relevant Settlement Day, the relevant Settlement Period(s), the relevant BM Unit and the Lead Party;
- (b) the Panel shall determine the amounts and prices of the Bid-Offer Pairs deemed to have been submitted by the Lead Party in accordance with paragraph 9.2, wherever practicable in time for such amounts to be taken into account in the Initial Settlement Run for each relevant Settlement Period;
- (c) the Transmission Company shall provide to the Panel all such information as the Panel may reasonably require in order to enable it to determine the matters in paragraph 9.2;
- (d) BSCCo shall notify the Panel's determination under paragraph 9.2 to the Transmission Company and all Trading Parties;
- (e) BSCCo shall give such instructions to the SAA as are necessary to give effect to the adjustments to be made pursuant to paragraph 9.2.

- 9.3.2 The determination of the Panel as to the amounts and prices of the Bid-Offer Pairs deemed to have been submitted pursuant to paragraph 9.2 shall be final and binding on all Parties.
- 9.3.3 For the avoidance of doubt, the Panel may establish or appoint a Panel Committee to discharge its functions under this paragraph 9, and (notwithstanding Section W2.2) the Panel may appoint the Trading Disputes Committee, and (if so appointed) that Committee shall have the ability and competence, to do so.
- 9.3.4 For the purposes of any Settlement Run (other than the Interim Information Settlement Run) carried out before the SAA has been instructed to give effect to the adjustments to be made pursuant to paragraph 9.2.3, Section T3.8A.1 shall apply as if the following was included before paragraph (b) therein: "if Acceptance k is an Excluded Emergency Acceptance, then no values of the Period Priced Accepted Offer Volume and Period Priced Accepted Bid Volume will be determined in relation to Acceptance k in any Settlement Period".

## ANNEX V-1: TABLES OF REPORTS

(Version 16.0 including all Approved Modifications awaiting Implementation)

Amend Table 1 by the addition of a new row as follows:

**Table 1 - BMRS**

Data and relevant Settlement Periods	Frequency	Format	Default
<a href="#">Data relating to Emergency Acceptances</a>	<a href="#">As received</a>	<a href="#">Text message only</a>	<a href="#">None</a>

## ANNEX X-2: TECHNICAL GLOSSARY

(Version 18.0 including all Approved Modifications awaiting Implementation)

Add new definitions to Annex X-2 Table X-2 as follows:

**Table X-2**  
**Terms and Expressions Applying Except in Relation to Section S**

Defined Term	Acronym	Units	Definition/Explanatory Text
<a href="#">Emergency Acceptance</a>			<a href="#">An Acceptance which falls within Section Q5.1.3(b) (other than one within Section Q5.1.5).</a>
<a href="#">Excluded Emergency Acceptance</a>			<a href="#">An Acceptance which has been classified by the Transmission Company as 'Excluded' pursuant to Section Q5.1.14.</a>  <a href="#">An Excluded Emergency Acceptance is treated as unpriced for the purposes of Section T3.9A.</a>