DRAFT LEGAL TEXT FOR PROPOSED MODIFICATION 344

SECTION Q: BALANCING ~~MECHANISM~~ SERVICES ACTIVITIES (V.27.0)

1. INTRODUCTION

1.1 Scope

1.1.1 This Section Q provides for:

(a) the submission of data items in respect of relevant BM Units in accordance with the Grid Code;

(b) the submission of Physical Notifications in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the Transmission Company and Point FPNs to be established by the SAA in respect of BM Units for each Settlement Period;

(c) the submission of Final Physical Notification Data to enable Period FPNs to be established by the ECVAA in respect of Interconnector BM Units and for each Credit Qualifying BM Unit for each Settlement Period;

(d) arrangements for the submission by Lead Parties of Bid-Offer Pairs in respect of relevant BM Units and for the acceptance of Bids and Offers by the Transmission Company;

(e) the submission by the Transmission Company of Acceptance Data for the purposes of Section T and Section V;

(f) the submission by the Transmission Company of Balancing Services Adjustment Data for the purposes of Settlement;

(g) the submission by the Transmission Company to the BMRA of other operational data items for the purposes of Section V;

(h) not used;

(i) not used;

(j) the submission by the Transmission Company of Transparency Regulation Data to the BMRA for the purposes of Section V;

(k) the submission by relevant Market Participants of Inside Information Data to the BMRA via the Transmission Company or BSCCo (as the case may be) for the purpose of Section V; ~~and~~

(l) the submission by the Transmission Company of Loss of Load Probability values and Demand Control Event data for the purposes of Section R, Section S, Section T and Section V.

(m) arrangements for the submission by Lead Parties of Replacement Reserve bids in respect of BM Units to the Transmission Company;

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(n) the submission by the Transmission Company of Replacement Reserve Auction Result Data for the purposes of Section T and Section V;

1.2 Interpretation

1.2.1 In this Section Q:

(a) at or in relation to a particular time and in relation to a particular data item, "**prevailing**" means most recently received by the Transmission Company in accordance with the Grid Code (and not invalidated thereunder) prior to that time or, in the absence of any such receipt and/or during a period of Outage, determined (where applicable) by the Transmission Company in accordance with the Grid Code;

(b) subject to paragraph 1.2.4, references to a "**relevant BM Unit**" are to a BM Unit in respect of which the Lead Party wishes to submit Bid-Offer Pairs from time to time under the Code;

(c) an "**Outage**" means any withdrawal by the Transmission Company (for maintenance or otherwise), breakdown or failure of any electronic data communications systems by which the Transmission Company receives and accesses communications made by Lead Parties, where such withdrawal, breakdown or failure has (and for so long as it has) the effect that all Lead Parties are unable to submit Physical Notifications or Bid-Offer Data or the Transmission Company is unable to receive or access such data submitted by all Lead Parties;

(d) references to the period of Outage shall be to the period commencing at the time when such Outage first occurs and ending at the time when the Transmission Company's ability to receive and access Physical Notifications and Bid-Offer Data is restored.

1.2.2 In respect of the submission of data and the making of other communications under this Section Q:

(a) where a Party (other than the Transmission Company) or the Transmission Company is entitled or obliged to submit data items to, or otherwise to communicate with, the Transmission Company or such a Party (respectively) in accordance with the Grid Code, such submission or communication shall be:

(i) in accordance with the communications requirements; and

(ii) subject to the rules as to when and whether data or communications are treated as received,

set out in the Grid Code;

(b) the Transmission Company shall ensure that it has appropriate systems and processes in place for the purposes of receiving and responding to the data items to be submitted by Lead Parties, and otherwise communicating with Lead Parties, pursuant to or as contemplated by this Section Q; and

(c) where the Transmission Company is entitled or obliged to submit data items to a BSC Agent, such submission shall be subject to and in accordance with the provisions of Section O.

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1.2.3 For the avoidance of doubt:

(a) the Final Physical Notification Data, the Bid-Offer Data and the Acceptance Data submitted by the Transmission Company pursuant to this Section Q shall be converted into point values by the SAA and the BMRA in accordance with the provisions of Section T and Section V respectively; and

(b) the Final Physical Notification Data submitted by the Transmission Company pursuant to this Section Q shall be converted into point values by the ECVAA in accordance with the provisions of this section Q.

1.2.4 From the first occasion on which the Lead Party submits any Bid-Offer Pair in respect of a BM Unit, by virtue of arrangements (for the determination of default data) applying under the Grid Code, the BM Unit will be and at all times continue to be a relevant BM Unit, unless the Lead Party takes any such steps as may be available in accordance with the Grid Code to discontinue the application of such default data arrangements.

1.2.5 The Transmission Company shall notify BSCCo (as soon as reasonably practicable after the information is available):

(a) of any notice given by the Transmission Company to Users under the Grid Code that an Outage is to occur and of the period of notice given;

(b) of the time when an Outage occurs;

(c) of the time when such Outage ends.

1.3 Data submission by Transmission Company

1.3.1 Where under this Section Q the Transmission Company is required to send particular data to:

(a) both the BMRA and SAA; or

(b) both the BMRA and the ECVAA

for so long as the same person acts as both the BMRA and SAA, or both the BMRA and the ECVAA (as the case may be), the Transmission Company shall be treated as having sent such data to both of them if it has sent the data to one of them.

2. DATA SUBMISSION BY LEAD PARTY

2.1 Dynamic Data Set

2.1.1 For each relevant BM Unit, the Lead Party shall ensure that those data items forming part of the Dynamic Data Set listed in paragraph 2.1.2(a) to (j) are submitted to the Transmission Company to the extent required by and in accordance with the provisions of the Grid Code.

2.1.2 The Dynamic Data Set shall comprise the following data items (in each case, as defined in the Grid Code) (the "**Dynamic Data Set**"):

(a) Run-Up Rate;

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(b) Run-Down Rate;

(c) Notice to Deviate from Zero;

(d) Notice to Deliver Offers;

(e) Notice to Deliver Bids;

(f) Minimum Zero Time;

(g) Minimum Non-Zero Time;

(h) Maximum Delivery Volume and associated Maximum Delivery Period;

(i) Stable Export Limit;

(j) Stable Import Limit.

2.1.3 The Lead Party may change any data item included in the Dynamic Data Set for a relevant BM Unit at any time by notifying the Transmission Company in accordance with the Grid Code, and any such change shall be effective from such time as provided in the Grid Code.

2.2 Maximum Export Limits and Maximum Import Limits

2.2.1 For each relevant BM Unit, the Lead Party shall ensure that the Maximum Export Limit and the Maximum Import Limit (in each case, as defined in the Grid Code) are submitted to the Transmission Company to the extent required by and in accordance with the provisions of the Grid Code.

2.2.2 In respect of Interconnector BM Units:

(a) the value of Maximum Import Limit for the Production BM Unit shall be zero; and

(b) the value of Maximum Export Limit for the Consumption BM Unit shall be zero.

2.2.3 Without prejudice to paragraph 2.2.2, the Lead Party may change the Maximum Export Limit and/or the Maximum Import Limit for a relevant BM Unit at any time by notifying the Transmission Company in accordance with the Grid Code and any such change shall be effective from such time as provided in the Grid Code.

2.3 Quiescent Physical Notifications

2.3.1 For each relevant BM Unit, the Lead Party may submit to the Transmission Company Quiescent Physical Notifications (as defined in the Grid Code) in accordance with the provisions of the Grid Code.

2.3.2 The Lead Party may change Quiescent Physical Notifications for a relevant BM Unit as provided in the Grid Code by notifying the Transmission Company in accordance with the Grid Code and any such change shall be effective from such time as provided in the Grid Code.

2.4 Joint BM Unit Data

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2.4.1 Where a Supplier has designated a Supplier BM Unit as a Joint BM Unit pursuant to Section K3.3.9, the Joint BM Unit Data will be submitted to the Transmission Company by the CRA.

3. FINAL PHYSICAL NOTIFICATION DATA SUBMISSION

3.1 Application

3.1.1 The provisions of this paragraph 3 shall apply:

(a) in respect of any BM Unit for which (at a given time) there is an obligation under the Grid Code to submit a Physical Notification;

(b) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Bid-Offer Pairs; ~~and~~

(c) in respect of any BM Unit for which the Lead Party wishes to submit Physical Notifications so as to be classified under the Code as a Credit Qualifying BM Unit~~.~~; and

(d) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Replacement Reserve Bids.

3.1.2 References in this paragraph 3 to a BM Unit shall be construed as a reference to a BM Unit in respect of which this paragraph 3 applies by virtue of paragraph 3.1.1.

3.2 Final Physical Notification Data

3.2.1 Where this paragraph 3 applies, the Lead Party shall ensure that Physical Notifications are submitted (or can be determined) in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the Transmission Company under this Section Q, Point FPNs to be established by the SAA under Section T and Period FPNs to be established by the ECVAA in respect of Interconnector BM Units and each Credit Qualifying BM Unit, consistent with the requirements of paragraph 3.2.3, for each Settlement Period and for each BM Unit.

3.2.2 For each Settlement Period, the Final Physical Notification Data in respect of a BM Unit shall be the data specified in the Physical Notification in respect of that BM Unit prevailing at Gate Closure.

3.2.3 The requirements referred to in paragraph 3.2.1 are:

(a) Final Physical Notification Data shall comprise one or more values, each of which shall comprise a MW 'from' level with an associated 'from' time and a MW 'to' level with an associated 'to' time;

(b) in each case, the MW level shall be an amount representing a quantity of Active Power expressed in whole MW and for spot time 't' falling within the relevant Settlement Period, where 't' is a time expressed in a whole number of minutes;

(c) Final Physical Notification Data shall include a MW level for the spot time at the start of the relevant Settlement Period and a MW level for the spot time at the end of the relevant Settlement Period;

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(d) Final Physical Notification Data shall comply with the conventions established in Section X; and

(e) in the case of Interconnector BM Units:

(i) the MW level for a Production BM Unit shall be zero or a positive amount;

(ii) the MW level for a Consumption BM Unit shall be zero or a negative amount; and

(iii) the MW level for each of the pair of BM Units associated with an Interconnector and an Interconnector User shall be such that at no time is the value of $FPN_{ij}(t)$ for both such BM Units a non-zero amount for the same spot time.

4. BALANCING ~~MECHANISM~~ SERVICES BID-OFFER SUBMISSION

4.1 Bid-Offer Pairs

4.1.1 For any Settlement Period, the Lead Party of a relevant BM Unit may submit one or more Bid-Offer Pairs in respect of that BM Unit, provided that such Party has complied with paragraph 3.2.1.

4.1.2 Any submission of Bid-Offer Pairs under this paragraph 4.1 shall be made to the Transmission Company in accordance with the Grid Code and so as to be received no later than Gate Closure for the relevant Settlement Period, subject to paragraph 4.2.

4.1.3 Each Bid-Offer Pair for a relevant BM Unit for a Settlement Period shall comprise:

(a) a 'from' MW level expressed as a whole number of MW with an associated 'from' time expressed as the spot time at the start of the Settlement Period and a 'to' MW level expressed as a whole number of MW with an associated 'to' time expressed as the spot time at the end of the Settlement Period;

(b) an associated Offer Price (PO^n_{ij}) and Bid Price (PB^n_{ij}) each expressed in £/MWh and to two decimal places; and

(c) an associated Bid-Offer Pair Number 'n'.

4.1.4 For each Bid-Offer Pair:

(a) the MW 'from' level shall be equal to the MW 'to' level;

(b) the Offer Price shall be not less than the Bid Price.

4.1.5 In respect of each relevant BM Unit for each Settlement Period:

(a) no more than 5 Bid-Offer Pairs may be submitted with positive MW levels, and each such Bid-Offer Pair shall have a positive value of Bid-Offer Pair Number, numbered sequentially starting from one and up to (but not beyond) 5; and

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(b) no more than 5 Bid-Offer Pairs may be submitted with negative MW levels, and each such Bid-Offer Pair shall have a negative value of Bid-Offer Pair Number, numbered sequentially starting from -1 and down to (but not beyond) –5;

provided that a Bid-Offer Pair under paragraph (a) or (b) may be submitted with zero MW levels.

4.1.6 If more than one Bid-Offer Pair has been submitted in respect of a Settlement Period for a relevant BM Unit, the associated Bid Prices shall remain constant or increase with the Bid-Offer Pair Number and the associated Offer Prices shall remain constant or increase with the Bid-Offer Pair Number.

4.2 Balancing Mechanism Default Data

4.2.1 If, in respect of a relevant BM Unit and a Settlement Period, no Bid-Offer Pairs are received by the Transmission Company in accordance with paragraph 4.1, the Transmission Company shall establish the Bid-Offer Pair data for that BM Unit for that Settlement Period by copying and applying the Bid-Offer Pair data (if any) that was applying for that BM Unit at 1100 hours on the preceding day for the equivalent Settlement Period in that day (or, in the case of Clock Change Days, for the Settlement Period determined under the Grid Code) in accordance with the provisions of the Grid Code; and the Lead Party shall be deemed under this Section Q to have submitted such Bid-Offer Pair(s) in accordance with paragraph 4.1.

4.2.2 For the purposes of paragraph 4.1, where Gate Closure for a Settlement Period occurs during a period of Outage, the Transmission Company shall establish the Bid-Offer Pair data for each relevant BM Unit by applying the Bid-Offer Pair data for that BM Unit for that Settlement Period most recently received by the Transmission Company prior to the start of such period of Outage or, in the absence of any such receipt, the data established by the Transmission Company pursuant to paragraph 4.2.1.

4.3 REPLACEMENT RESERVE BID DATA SUBMISSION

4.3.1 For any Replacement Reserve Auction Period, the Lead Party of a relevant BM Unit may submit Replacement Reserve Bid Data in respect of that BM Unit, for one or more Quarter Hour periods (including in relation to the same Quarter Hour period) within the Replacement Reserve Auction Period provided that such Party has complied with paragraph 3.2.1.

4.3.2 Any submission of Replacement Reserve Bid Data under this paragraph 4.3 shall be made to the Transmission Company in accordance with the Grid Code and so as to be received no later than Gate Closure for the relevant Replacement Reserve Auction Period.

4.3.3 Each Replacement Reserve Bid Data for a relevant BM Unit shall comprise:

(a) Replacement Reserve offer type;

(b) an associated minimum MW quantity and maximum MW quantity each expressed as a whole number of MW;

(c) an associated 'from' time expressed as the spot time at the start of a Quarter Hour period within the Replacement Reserve Auction Period and an associated 'to' time expressed as the spot time at the end of a Quarter Hour period within the Replacement Reserve Auction Period;

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(d) an associated Replacement Reserve Bid Price expressed in £/MWh and to two decimal places;

(e) an incremental size MW quantity expressed as a whole number of MW where appropriate;

(f) an associated exclusive offer identification number expressed as an integer where appropriate; and

(g) an associated linking offer identification number expressed as an integer where appropriate.

5. BALANCING MECHANISM BID-OFFER ACCEPTANCE

5.1 Bid-Offer Acceptances

5.1.1 The Transmission Company may accept Bids and/or Offers subject to and in accordance with the provisions of this paragraph 5.1 and not otherwise.

5.1.2 The Transmission Company may accept Bid(s) and/or Offer(s) by issuing a communication under the Grid Code of a type which, for the purposes of the Code, is classed as an Acceptance pursuant to paragraph 5.1.3.

5.1.3 The following communications only shall be classed as Acceptances for the purposes of the Code:

(a) a communication issued in respect of a BM Unit in accordance with BC2.7 of the Grid Code which complies with the requirement in paragraph 5.1.4 and which:

(i) was confirmed by the Lead Party (in accordance with BC2.6.1) of the Grid Code; or

(ii) if not so confirmed:

(1) is consistent with the data referred to in paragraph 5.2.1, and

(2) was not rejected by the Lead Party on safety grounds in accordance with BC 2.7.3 of the Grid Code, and

(3) was not withdrawn by the Transmission Company in accordance with BC2.7.3 of the Grid Code;

(b) a communication issued as an Emergency Instruction in respect of a BM Unit in accordance with BC2.9, excluding BC2.9.1.2(e), of the Grid Code, which:

(i) complies with the requirement in paragraph 5.1.4, and

(ii) was not rejected by the Lead Party on safety grounds in accordance with BC2.9.2.1 of the Grid Code.

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5.1.4 The requirement referred to in paragraphs 5.1.3(a) and (b)(i) is that the relevant communication comprises a request or instruction which contains the data items set out in paragraph 5.3.1(a), or from which such data items can be derived or reasonably inferred.

5.1.5 Not used.

5.1.6 The Transmission Company shall log the communications referred to in paragraph 5.1.3 in its system.

5.1.7 The Transmission Company shall record and maintain a record of each confirmation, rejection or withdrawal under the Grid Code of any such communication as is referred to in paragraph 5.1.3.

5.1.8 For the avoidance of doubt, a communication of the type referred to in this paragraph 5.1 may relate to more than one Settlement Period.

5.1.9 In this paragraph 5.1, references to a Lead Party's rejection or confirmation of a communication (and similar expressions):

(a) shall be construed as meaning rejection or confirmation of the request or instruction contained in such communication; and

(b) shall include a rejection or confirmation which is effected by any person acting for or on behalf of the Lead Party.

5.1.10 In this paragraph 5.1, "**consistent**" shall be construed as meaning to the nearest integer MW level (where a first decimal place value of a magnitude of 4 or less results in the MW level being rounded to the nearest integer MW level of lower magnitude).

5.1.11 For the purposes of the Code the "**Bid-Offer Acceptance Time**" in respect of a communication classed as an Acceptance shall be in the case of a communication under paragraph 5.1.3(a) or (b), the time at which the communication was issued by the Transmission Company.

5.1.12 For the avoidance of doubt (and without prejudice to paragraph 5.1.3 or Section T3) nothing prevents the Transmission Company from sending Acceptance Data to the SAA pursuant to paragraph 6.2.1 which is such that the value of $qA^{k}_{ij}(t)$ determined for any time t under Section T3.4 may be:

(a) greater than the value of $FPN_{ij}(t) + \Sigma^{n+}qBO^{n}_{ij}(t)$ at that time t; or

(b) less than the value of $FPN_{ij}(t) + \Sigma^{n-}qBO^{n}_{ij}(t)$ at that time t;

where

Σ^{n+} represents a sum over all positive Bid-Offer Pair Numbers; and

Σ^{n-} represents a sum over all negative Bid-Offer Pair Numbers.

5.1.13 A communication shall not be an Acceptance in relation to a Joint BM Unit unless there is an equivalent communication classed (subject only to this paragraph 5.1.13) as an Acceptance in respect of all Joint BM Units for which the Joint BM Unit Data are the same.

5.1.14 The Transmission Company may classify an Acceptance which falls within paragraph 5.1.3(b) (other than one within paragraph 5.1.5) as Emergency Flagged.

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5.2 Data Consistency Requirements

5.2.1 The data referred to in paragraph 5.1.3(a)(ii)(1), in respect of the BM Unit to which a communication relates, are:

(a) the Physical Notification prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates, adjusted in each case to take account of any previous Acceptances in respect of such Settlement Period;

(b) the Dynamic Data Set prevailing at the Bid-Offer Acceptance Time;

(c) the Maximum Export Level and Maximum Import Level data referred to in paragraph 2.2.1 prevailing at the Bid-Offer Acceptance Time; and

(d) the Quiescent Physical Notification data referred to in paragraph 2.3.1 prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates.

5.2.2 For the avoidance of doubt, the consistency of any communication (within paragraph 5.1.3(a)) with any data or information, other than as provided in paragraph 5.2.1, which may be submitted to the Transmission Company by the Lead Party in respect of a BM Unit, shall be disregarded in determining whether such communication is to be classed as an Acceptance for the purposes of the Code.

5.3 Acceptance Data

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(a), whether the Transmission Company has classified such Acceptance as "RR Instruction Flagged" or "SO-Flagged" or "STOR Flagged" and/or "SBR Flagged";

(e) in the case of an Acceptance within paragraph 5.1.3(b) that the Acceptance was an Emergency Acceptance; and

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(f) in the case of an Acceptance within paragraph 5.1.3(b) whether the Transmission Company has classified such Acceptance as "Emergency Flagged".

5.3.2 Subject to paragraph 5.3.3, for the purposes of an Acceptance falling under paragraph 5.1.3(b), the Acceptance Data shall be deemed to include a Volume Acceptance Pair for which:

(a) the 'from' time and MW level are the same as the latest 'to' time and MW level which are specified in or can be derived or inferred from the communication;

(b) the 'to' time is the end of the last Settlement Period for which Gate Closure fell before the Bid-Offer Acceptance Time, and the 'to' MW level is the same as the 'from' MW level.

5.3.3 The Lead Party and the Transmission Company may agree variations in the Acceptance Data in paragraph 5.3.1(a) in respect of an Acceptance pursuant to paragraph 5.1.3(b) provided that no such variation may be made:

(a) in relation to the first Volume Acceptance Pair;

(b) in respect of the Bid-Offer Acceptance Time;

(c) for the avoidance of doubt, which would be inconsistent with the requirements in paragraph 5.3.1(a)(ii);

and provided that such agreed variations are notified by the Transmission Company to the SAA no later than the end of the Settlement Day following the Settlement Day in which the Bid-Offer Acceptance Time falls.

5.3.4 The Transmission Company shall submit Acceptance Data to the SAA and the BMRA in accordance with paragraph 6 in respect of each communication which is classed as an Acceptance pursuant to paragraph 5.1.3.

5.4 Suspension of balancing mechanism

5.4.1 Where, for the purposes of any Contingency Provisions, the operation of the balancing mechanism is to be suspended in relation to any Settlement Period:

(a) no communication issued by the Transmission Company under the Grid Code relating to that Settlement Period shall be classed as an Acceptance;

(b) accordingly (without prejudice to any further provisions applying under the Grid Code in the relevant circumstances):

(i) the arrangements in this paragraph 5 for the acceptance of Bids and Offers, and

(ii) the entitlements and liabilities of Parties pursuant to the provisions in Section T for the determination of Period BM Unit Cashflow and BM Unit Period Non-delivery Charge and (unless otherwise provided in the relevant Contingency Provisions) Information Imbalance Charge,

shall not apply;

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(c) the Transmission Company shall accordingly not submit Bid-Offer Data or Acceptance Data to the BMRA or SAA pursuant to paragraph 6.

5.5 Historic balancing mechanism prices

5.5.1 Where, for the purposes of any Contingency Provisions, historic price limits are to apply in the Balancing Mechanism, the Lead Party in respect of each relevant BM Unit shall secure that, in relation to each Bid-Offer Pair submitted for such BM Unit in relation to a relevant Settlement Period:

(a) subject to paragraphs (b) and (c), the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than the median value, for all Settlement Periods in the historic period (or for those of such Settlement Periods for which values for such Offer Price and Bid Price exist), of the Offer Prices or Bid Prices of the Bid-Offer Pairs for that BM Unit respectively determined in accordance with the following table:

	Positive Bid-Offer Pair Number (n)	**Negative Bid-Offer Pair Number (n)**
Offer	Offer Price for n = +1	Offer Price for n = –1
Bid	Bid Price for n = +1	Bid Price for n = –1

(b) except where paragraph (c) applies, if there are no values (as referred to in paragraph (a)) of Offer Price or (as the case may be) Bid Price for any of the Settlement Periods in the historic period, the value of Offer Price or (as the case may be) Bid Price shall be equal to zero;

(c) if the direction referred to in paragraph 5.5.2(c)(i)) was given within a period of 30 days commencing on the Go-live Date, the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than, such values as the Panel shall determine, in its opinion, subject to the approval of the Secretary of State, as being appropriate limits on such prices having regard to any guidance provided by the Secretary of State (and taking into account, inter alia, such Bid Prices and Offer Prices as are referred to in paragraph (a) for Settlement Periods on and after the Go-live Date, and any prices submitted under the Pooling and Settlement Agreement which appear to the Panel to be relevant);

(d) in relation to BM Units located in Scotland, if the direction referred to in paragraph 5.5.2(c)(i)) was given within a period of 30 days commencing on the BETTA Effective Date, the value of Offer Price shall not be greater than, and the value of Bid Price shall not be less than, such values as the Panel shall determine, in its opinion, subject to the approval of the Secretary of State, as being appropriate limits on such prices having regard to any guidance provided by the Secretary of State (and taking into account, inter alia, such Bid Prices and Offer Prices as are referred to in paragraph (a) for Settlement Periods on and after the BETTA Effective Date, and any prices which appear to the Panel to be relevant).

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5.5.2 For the purposes of this paragraph 5.5:

(a) a relevant BM Unit is a BM Unit for which, in accordance with the relevant Contingency Provisions, historic prices are to be determined;

(b) a relevant Settlement Period is a Settlement Period for which, in accordance with the relevant Contingency Provisions, historic price limits (for relevant BU Units) are to be determined;

(c) the historic period is:

(i) the period of 30 consecutive Settlement Days expiring with (and excluding) the day on which the Secretary of State gave the direction (in accordance with the relevant Contingency Provisions) pursuant to which this paragraph 5.5 is to apply; or

(ii) such other period as may be determined in accordance with the relevant Contingency Provisions;

(d) where a median value is to be selected from an even number of Offer Prices or Bid Prices, the highest Offer Price or Bid Price shall be disregarded.

5.5.3 In respect of each relevant Settlement Period, the Transmission Company shall as soon as reasonably practicable and in any event such that any revised data is available in time for use by the SAA in carrying out the Initial Settlement Run for that Settlement Period:

(a) ascertain whether the values of Bid Price and Offer Price for each relevant BM Unit submitted by the Lead Party comply with the requirements in paragraph 5.5.1;

(b) where they do not, substitute (for such value(s)) the greatest value of Offer Price or (as the case may be) the lowest value for Bid Price which complies with such requirements; and

(c) send the revised Bid-Offer Data resulting from any such substitution to the SAA.

5A REPLACEMENT RESERVE AUCTION RESULT DATA

5A.1 The Replacement Reserve Auction Result Data submitted by the Transmission Company shall comprise the following data sets:

(a) Quarter Hour RR Acceptance Data for each Quarter Hour within the Replacement Reserve Auction Period;

(b) Quarter Hour Volume GB Need Met for each Quarter Hour within the Replacement Reserve Auction Period;

(c) Quarter Hour Interconnector Scheduled Volume for each Interconnector for each Quarter Hour within the Replacement Reserve Auction Period.

5A.2 Quarter Hour RR Acceptance Data for a BM Unit shall comprise the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

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(b) a Quarter Hour RR Acceptance Volume Pair, with a 'from' MW level and an associated 'from' time and a 'to' MW level and an associated 'to' time where:

(i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import);

(ii) the times are expressed in a whole number of minutes with each time representing a Quarter Hour boundary within the Replacement Reserve Auction Period; and

(iii) the 'from' time is not earlier than the start of the Replacement Reserve Auction Period the Quarter Hour RR Acceptance relates to and the 'to' time is not later than the end of Replacement Reserve Auction Period the Quarter Hour RR Acceptance relates to;

(c) whether the Transmission Company has classified such Acceptance as "Pay-as-Cleared" or "Pay-as-Bid";

(d) an associated Quarter Hour RR Acceptance Price expressed in £/MWh and to two decimal places.

5A.3 Quarter Hour Volume GB Need Met shall comprise the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

(b) a Quarter Hour Volume GB Need Met Pair, with a 'from' MW level and an associated 'from' time and a 'to' MW level and an associated 'to' time where:

(i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import);

(ii) the times are expressed in a whole number of minutes with each time representing a Quarter Hour boundary within the Replacement Reserve Auction Period; and

(iii) the 'from' time is not earlier than the start of the Replacement Reserve Auction Period the Quarter Hour Volume GB Met relates to and the 'to' time is not later than the end of Replacement Reserve Auction Period the Quarter Hour Volume GB Met relates to;

(c) the MWh volume expressed as an integer.

5A.4 Quarter Hour Interconnector Scheduled Volume shall comprise the following data items:

(a) the Replacement Reserve Auction Period identification number expressed as an integer;

(b) a Quarter Hour Interconnector Scheduled Volume Pair, with a 'from' MW level and an associated 'from' time and a 'to' MW level and an associated 'to' time where:

(i) the MW levels are expressed in whole MW measured from the zero point (of no energy export or import);

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(ii) the times are expressed in a whole number of minutes with each time representing a Quarter Hour boundary within the Replacement Reserve Auction Period; and

(iii) the 'from' time is not earlier than the start of the Replacement Reserve Auction Period the Quarter Hour Interconector Scheduled Volume relates to and the 'to' time is not later than the end of Replacement Reserve Auction Period the Quarter Hour Interconnector Scheduled Volume relates to;

(c) the Interconnector ID;

(d) the MWh volume expressed as an integer.

6. SUBMISSION OF DATA BY THE TRANSMISSION COMPANY

6.1 Submission of data to the BMRA

6.1.1 In this paragraph 6.1:

(a) times by which the Transmission Company is to send data to the BMRA are target times, which the Transmission Company is expected to meet unless abnormal circumstances prevent it from doing so;

(b) capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code;

(c) references to Total Output Usable data and Zonal Output Usable data are references to Total Output Usable data and Zonal Output Usable data determined from Output Usable data (and, where the context so requires, expected Interconnector transfer capacity data) for the time being provided to the Transmission Company by the relevant User pursuant to the Grid Code; and

(d) notwithstanding anything to the contrary in the Grid Code, references to Output Usable shall exclude (unless, and to the extent, expressly stated otherwise in the Code) expected Interconnector transfer capacity.

6.1.2 Not later than 1700 hours on the last Business Day of the week, the Transmission Company shall send to the BMRA the following data for each week from the 2nd week following the current week to the 52nd week following the current week:

(a) the National Demand forecast expressed as an average MW value for the Settlement Period at the peak of the week;

(b) the Transmission System Demand forecast expressed as an average MW value for the Settlement Period at the peak of the week;

(c) the national Surplus forecast expressed as an average MW value for the Settlement Period at the peak of the week; and

(d) the Generating Plant Demand Margin forecast expressed as an MW value for the Settlement Period at the peak of the week.

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6.1.2A Not later than 1700 hours on the last Business Day of the week, where the following data is provided by the Transmission Company to a User, the Transmission Company shall send to the BMRA the following data for each week from the 2nd week following the current week to the 52nd week following the current week (i.e. 2 to 52 weeks ahead):

(a) the Total Output Usable;

(b) the Total Output Usable (plus expected Interconnector transfer capacity into the Transmission System) by Fuel Type Category (to the extent that such data is available to the Transmission Company for each Fuel Type Category);

(c) the Output Usable (plus, in respect of Interconnector BM Units, the expected Interconnector transfer capacity into the Transmission System) by BM Unit (to the extent that such data is available to the Transmission Company for each BM Unit); and

(d) the Zonal Output Usable,

in each case, expressed as an MW value for the Settlement Period at the peak of the week.

6.1.2B At any time that the following data is provided by the Transmission Company to a User, the Transmission Company shall send to the BMRA the following data for each day from the 2nd day following the current day to the 49th day following the current day (i.e. 2 to 49 days ahead):

(a) the Total Output Usable; and

(b) the Zonal Output Usable,

in each case, expressed as an MW value for the Settlement Period at the peak of the day.

6.1.3 Not later than 1500 hours each day, the Transmission Company shall send to the BMRA the following data applicable for each Operational Day from the 2nd day following the current Operational Day to the 14th day following the current Operational Day: the peak National Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day and the peak Transmission System Demand forecast expressed as an average MW value for the Settlement Period at the peak of the day.

6.1.4 Not later than 1600 hours on each Business Day, the Transmission Company shall send to the BMRA the following data applicable for each Operational Day from the 2nd day following the current Operational Day to the 14th day following the current Operational Day:

(a) the national Surplus forecast expressed as an average MW value for the Settlement Period at the peak of the day; and

(b) the Generating Plant Demand Margin forecast expressed as an MW value for the Settlement Period at the peak of the day.

6.1.4A Not later than 1600 hours on each Business Day, where the following data is provided by the Transmission Company to a User, the Transmission Company shall send to the BMRA the following data for each day from the 2nd day following the current day to the 14th day following the current day (i.e. 2 to 14 days ahead):

(a) the Total Output Usable;

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(b) the Total Output Usable (plus expected Interconnector transfer capacity into the Transmission System) by Fuel Type Category (to the extent that such data is available to the Transmission Company for each Fuel Type Category);

(c) the Output Usable (plus, in respect of Interconnector BM Units, the expected Interconnector transfer capacity into the Transmission System) by BM Unit (to the extent that such data is available to the Transmission Company for each BM Unit); and

(d) the Zonal Output Usable,

in each case, expressed as an MW value for the Settlement Period at the peak of the day.

6.1.4B At the same time as the data set out in (a) and (b) below is provided by the Transmission Company to a User and, in any event, not less than twice each calendar year at regular intervals of approximately 6 months during that year, the Transmission Company shall send to the BMRA the following data for each week during a calendar year for each calendar year following the current year to the 2nd calendar year (inclusive) following the current year (i.e. 1 to 2 years ahead) and for each calendar year from the 3rd calendar year following the current year to the 5th calendar year (inclusive) following the current year (i.e. 3 to 5 years ahead):

(a) the Total Output Usable; and

(b) the Zonal Output Usable,

in each case, expressed as an MW value for the Settlement Period at the peak of the week.

6.1.4C The Transmission Company shall send to the BMRA details of the System Zone boundaries. If pursuant to the Grid Code any changes are made to System Zone definitions or boundaries, details of these changes shall be forwarded to the BMRA by the Transmission Company prior to implementation and whenever details of such changes are provided to any User pursuant to the Grid Code.

6.1.5 Not later than 0900 hours each day, the Transmission Company shall send to the BMRA the following data applicable for the following Operational Day:

(a) the National Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day;

(b) the Transmission System Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day; and

(c) the Zonal Transmission System Demand forecast expressed as an average MW value for each Settlement Period within the Operational Day.

6.1.6 Not later than 1200 hours each day, the Transmission Company shall send to the BMRA the following data expressed as an average MW value for each Settlement Period within the following Operational Day:

(a) the Indicated Margin;

(b) the National Indicated Imbalance;

(c) the National Indicated Generation;

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(d) the National Indicated Demand;

(e) the National Demand forecast; and

(f) the Transmission System Demand forecast.

6.1.7 The Transmission Company shall send to the BMRA the data set out in paragraph 6.1.8 as a minimum at the submission times specified in Table 1 below (and may send it more frequently) and such data shall be provided as an average MW value for each of the Settlement Periods within the period defined by columns 2 and 3 in Table 1 (in which 'D' refers to the Settlement Day in which the submission time falls):

Table 1

Column 1	***Column 2***	***Column 3***
Submission time	***Data applicable from:***	***Data applicable to:***
0200 Hours	0200 D	0500 D+1
1000 Hours	1000 D	0500 D+1
1600 Hours	0500 D+1	0500 D+2
1630 Hours	1630 D	0500 D+1
2200 Hours	2200 D	0500 D+2

6.1.8 The data items to be provided to the BMRA by the Transmission Company at the times specified in Table 1 above shall be:

(a) the National Demand forecast;

(b) the National Indicated Margin;

(c) the National Indicated Imbalance;

(d) the National Indicated Demand;

(e) the National Indicated Generation;

(f) the Zonal Transmission System Demand forecast for each BMRS Zone;

(g) the Indicated Constraint Boundary Margin for each BMRS Zone;

(h) the Zonal Indicated Imbalance for each BMRS Zone;

(i) the Zonal Indicated Demand for each BMRS Zone;

(j) the Zonal Indicated Generation for each BMRS Zone; and

(k) the Transmission System Demand forecast.

6.1.9 Not later than 5 minutes following receipt from the Lead Party, the Transmission Company shall send to the BMRA any notifications of the Dynamic Data Set submitted in accordance with paragraph 2.1.

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6.1.10 Not later than 15 minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the BMRA the following data, so far as relating to that Settlement Period, received by Gate Closure, for each BM Unit for which it has so received such data:

(a) the Maximum Export Limit data or the Maximum Import Limit data (including any change to such data) submitted in accordance with paragraph 2.2, and

(b) any Quiescent Physical Notification data (including any change to such data) submitted in accordance with paragraph 2.3;

and where after Gate Closure the Transmission Company is notified of any change in any such data (so far as relating to such Settlement Period) the Transmission Company shall send to the BMRA such changed data, and the time of notification and the effective time of such change, not later than 5 minutes following receipt of notification of such change.

6.1.11 Not later than 15 minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the BMRA the following data for each BM Unit for which it has received or determined such data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2;

(b) Bid-Offer Data.

6.1.11A Not later than 15 minutes following Gate Closure for each Replacement Reserve Auction Period, the Transmission Company shall send to the BMRA the Replacement Reserve Bid Data for each BM Unit for which it has received or determined such data.

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)) is to be treated as an Acceptance, the Transmission Company shall send to the BMRA the Acceptance Data.

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.

6.1.12C Not later than 30 minutes following Gate Closure for each Replacement Reserve Auction Period, the Transmission Company shall send to the BMRA the Replacement Reserve Auction Result Data for each BM Unit for which it has received or determined such data.

6.1.13 Not later than 15 minutes following the end of each Settlement Period, the Transmission Company shall send to the BMRA the Initial National Demand Out-Turn and Initial Transmission System Demand Out-Turn for that Settlement Period.

6.1.14 At the same as the issue to Users (as defined in the Grid Code) of a System Warning, the Transmission Company shall send to the BMRA the information contained in such System Warning.

6.1.15 No later than 1700 hours each day, the Transmission Company shall send to the BMRA the following data applicable for the day preceding the current day: the Out-Turn Temperature, expressed as a single degrees celsius value deemed to be representative of the temperature measured at midday.

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6.1.16 No later than 1700 hours each day, the Transmission Company shall send to the BMRA the following data applicable for the day preceding the current day:

(a) the Normal Reference Temperature expressed as a degrees celsius value;

(b) the Low Reference Temperature expressed as a degrees celsius value; and

(c) the High Reference Temperature expressed as a degrees celsius value.

6.1.17 No later than 1700 hours each day, the Transmission Company shall send to the BMRA the following data for the period commencing at 2100 hours on D and ending at 2130 hours on D+2 (and in respect of which 'D' refers to the Settlement Day in which the submission time falls):

(a) the Forecast Total Power Park Module Generation for a sample of Settlement Periods selected by the Transmission Company, expressed as an average MW value for each such Settlement Period across all Power Park Modules metered by the Transmission Company in accordance with CC6.5.6 of the Grid Code;

(b) the time associated with each Settlement Period referred to in paragraph 6.1.17 (a); and

(c) the Total Metered Capacity for each Settlement Period referred to in paragraph 6.1.17 (a), expressed as a total MW value of the Registered Capacity of all Power Park Modules metered by the Transmission Company in accordance with CC6.5.6 of the Grid Code.

6.1.18 Every 5 minutes the Transmission Company shall send to the BMRA the Total Instantaneous Out-Turn Generation, expressed as an instantaneous MW value for each of the following Fuel Type Categories:

(a) CCGT Modules;

(b) Oil Plant;

(c) Coal Plant;

(d) Nuclear Plant;

(e) Power Park Modules;

(f) Pumped Storage Plant;

(g) Non Pumped Storage Hydro Plant;

(h) Open Cycle Gas Turbine Plant;

(i) External Interconnection flows from France to England;

(j) External Interconnection flows from Northern Ireland to Scotland;

(k) External Interconnection flows from the Netherlands to England;

(l) each further External Interconnection approved as a further category by the Panel (after such consultation with Parties and interested third parties as the Panel considers necessary) from time to time; and

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(m) a single category containing any other generation not covered by (a)-(l) above.

6.1.19 No later than 15 minutes following the end of each Settlement Period, the Transmission Company shall send to the BMRA the Total Period Out-Turn Generation expressed as an average MW value for that Settlement Period for each of the Fuel Type Categories referred to in paragraph 6.1.18.

6.1.20 The Transmission Company shall:

(a) prepare, keep up-to-date and maintain, a BM Unit Fuel Type List identifying the Fuel Type Category for each BM Unit which is:

(i) metered by the Transmission Company in accordance with CC6.5.6 of the Grid Code; and

(ii) identified by the Transmission Company as falling within a Fuel Type Category as referred to in paragraph 6.1.18; and

(b) provide to the BMRA the BM Unit Fuel Type List as updated from time to time.

6.1.21 No later than 1700 hours each day, the Transmission Company shall send to the BMRA the following data applicable for the day preceding the current day:

(a) the Transmission Energy transmitted across the Transmission System, expressed in MWh;

(b) the Normal Reference Transmission Energy transmitted across the Transmission System, expressed in MWh;

(c) the Low Reference Transmission Energy transmitted across the Transmission System, expressed in MWh; and

(d) the High Reference Transmission Energy transmitted across the Transmission System, expressed in MWh.

6.1.22 No later than 15 minutes following the end of each Settlement Period, the Transmission Company shall send to the BMRA the Non-BM STOR Instructed Volume for that Settlement Period, expressed in MWh.

6.1.23 Every 2 minutes the Transmission Company shall send to the BMRA the Transmission System Frequency, expressed as a hertz value for one or more spot times within that 2 minute period.

6.1.24 The Transmission Company shall send to the BMRA all Inside Information Data described in paragraph 11.2.3 that it receives from time to time from a Market Participant (in accordance with the Grid Code), as soon as reasonably practicable after receipt taking into account any technical constraints.

6.1.25 In respect of each Settlement Period, the Transmission Company shall send to the BMRA the De-Rated Margin Forecast calculated in accordance with the Loss of Load Probability Calculation Statement as a minimum (and may send more frequently):

(a) at 1200 hours on each calendar day for all Settlement Periods for which Gate Closure has not yet passed and which occur within the current Operational Day or the following Operational Day; and

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(b) at eight, four, two and one hour(s) prior to the beginning of the Settlement Period to which the De-Rated Margin Forecast relates.

6.1A Submission of data to the ECVAA

6.1A.1 Not later than fifteen minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the ECVAA the latest Final Physical Notification Data it has received or determined for each Interconnector BM Unit.

6.1B Submission of Transparency Regulation Data to the BMRA

6.1B.1 The Transmission Company shall submit to the BMRA the data that the Transmission Company is required to submit to the ENTSO-E under the Transparency Regulation, except for any such data that is already held by the BMRA.

6.1B.2 The Transmission Company shall submit the data referred to in paragraph 6.1B.1 to the BMRA in accordance with any requirements specified in the Transparency Regulation and any procedures specified by the ENTSO-E (including timeframes for submission of data and the format of data). For the purpose of this paragraph 6.1B.2, any timeframes for submission of data to the BMRA are target times, which the Transmission Company is expected to meet unless exceptional circumstances prevent it from doing so.

6.2 Submission of Balancing Mechanism data to the SAA

6.2.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the Transmission Company under this Section Q, the Transmission Company shall send to the SAA (so that such data has been sent by the time which is 15 minutes following the end of such Settlement Day) the following data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;

(b) changes to the Dynamic Data Set data received by the Transmission Company pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the Transmission Company;

(c) changes to the Maximum Export Limit and Maximum Import Limit data and Quiescent Physical Notification data received by the Transmission Company to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

(d) Bid-Offer Data in respect of each Settlement Period within such Settlement Day submitted or determined in accordance with paragraph 4; and

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

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.

6.2A Submission of data to the CDCA

6.2A.1 Within the period of 5 Business Days commencing on the Business Day after cessation of a Demand Control Event, the Transmission Company shall send to the CDCA:

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(a) the BM Unit Identification Number; and

(b) the start and end date and time in Co-ordinated Universal Time for which the BM Unit was subject to Demand Disconnection,

in respect of each disconnected BM Unit that is directly connected to the Transmission System.

6.2B Submission of Data to the SVAA

6.2B.1 The Transmission Company shall send to the SVAA the data relating to Non-BM STOR Instructions and Demand Side Balancing Reserve Instructions in accordance with Section S9.2.

6.2C Submission of Replacement Reserve data to the SAA

6.2C.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the Transmission Company under this Section Q, the Transmission Company shall send to the SAA (so that such data has been sent by the time which is 15 minutes following the end of such Settlement Day) the following data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;

(b) changes to the Dynamic Data Set data received by the Transmission Company pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the Transmission Company;

(c) changes to the Maximum Export Limit and Maximum Import Limit data and Quiescent Physical Notification data received by the Transmission Company to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

(d) Replacement Reserve Bid Data in respect of each Quarter Hour period within each Replacement Reserve Auction Period within such Settlement Day submitted or determined in accordance with paragraph 4; and

(e) Replacement Reserve Auction Result Data in respect of each Quarter Hour period within the Replacement Reserve Auction Period.

6.3 Balancing Services Adjustment Data

6.3.1 In respect of each Settlement Period within a Settlement Day, the Transmission Company shall send:

(a) subject to paragraph 6.3.4, to the BMRA:

(i) (in relation to all such Settlement periods) not later than 17:00 hours on the preceding day,

(ii) (in relation to each such Settlement Period) as soon as reasonably practicable after Gate Closure for, and in any event not later than the end of, such Settlement Period the Transmission Company's estimate (at the relevant time of sending) of Balancing Services Adjustment Data as described in paragraph 6.3.2; and

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(iii) in relation to any Settlement Period in which a DSBR action was taken, not later than ten minutes after the end of the relevant Settlement Period, its estimate of Balancing Services Adjustment Data including (but not limited to) that relating to DSBR actions, as described in paragraph 6.3.2;

(b) to:

(i) the SAA, and

(ii) subject to paragraph 6.3.4, the BMRA

on the day next following such Settlement Day, the Balancing Services Adjustment Data as described in paragraph 6.3.2.

6.3.2 The Balancing Services Adjustment Data shall comprise the following data in respect of each Settlement Period:

(a) the unique sequential number for each Balancing Services Adjustment Action;

(b) for each such Balancing Services Adjustment Action:

(i) the Balancing Services Adjustment Volume;

(ii) the Balancing Services Adjustment Cost;

(iii) whether the Transmission Company has classified such Balancing Services Adjustment Action as "SO-Flagged"; and

(iv) whether the Transmission Company has classified such Balancing Services Adjustment Action as "STOR Flagged";

(c) Buy Price Price Adjustment; and

(d) Sell Price Price Adjustment.

6.3.2A The SAA and the BMRA shall calculate the Balancing Services Adjustment Price in respect of each Settlement Period for each Balancing Services Adjustment Action by dividing the Balancing Services Adjustment Cost by the Balancing Services Adjustment Volume for each respective Settlement Period; and the Balancing Services Adjustment Price shall be deemed to be Balancing Services Adjustment Data for the purposes of the Code.

6.3.3 The Transmission Company may resubmit to the SAA the Balancing Services Adjustment Data in respect of any Settlement Period within a Settlement Day at any time prior to the Final Reconciliation Settlement Run for such Settlement Day and the SAA shall correct such data in the Settlement Run next following such resubmission.

6.3.4 Until such time as the Panel confirms that Indicative Balancing Services Adjustment Data (as defined in Section V) or Balancing Services Adjustment Data is capable of being displayed on the BMRS:

(a) the Transmission Company shall comply with paragraph 6.3.1(a) or 6.3.1(b)(ii) respectively by sending such data to BSCCo (and shall separately send Balancing Services Adjustment Data to the SAA pursuant to paragraph 6.3.1(b));

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(b) BSCCo will ensure that such data is displayed on the BSC Website.

6.3.5 For the purposes of any Settlement Run to be carried out on or after the date with effect from which this paragraph 6.3.5 takes effect in respect of each Settlement Day between the period 5 April 2001 to 24 September 2001 (both dates inclusive):

(a) the provisions of the Code as modified with effect from 25 September 2001 to include Buy Price Price Adjustment and Sell Price Price Adjustment in the Balancing Services Adjustment Data and to take such Price Adjustments into account in the determination of Energy Imbalance Prices under Section T4.4 shall apply;

(b) the Transmission Company shall submit or resubmit the Balancing Services Adjustment Data to the SAA and to BSCCo for each Settlement Period of such Settlement Days as soon as reasonably practicable in order to give effect to paragraph 6.3.5(a); and

(c) BSCCo shall arrange for such data to be published in accordance with Section V4.2.

6.3.6 For the avoidance of doubt, paragraph 6.3.5 is without prejudice to Settlement Runs carried or to be carried out at any time in respect of Settlement Days commencing with the Settlement Day of 25 September 2001, which have been and shall continue to be carried out in accordance with the provisions of the Code as modified with effect from 25 September 2001.

6.4 Applicable Balancing Services Volumes

6.4.1 In relation to each Settlement Period in a Settlement Day and each BM Unit, the Transmission Company shall send the Applicable Balancing Services Volume Data to:

(a) the SAA; and

(b) the BMRA

no later than the second Business Day after such Settlement Day.

6.4.2 Applicable Balancing Services Volume Data shall:

(a) be expressed in MWh;

(b) follow the sign conventions set out in paragraph 2.4 of Annex X-2; and

(c) represent an aggregate net volume of Active Energy for the whole Settlement Period.

6.4.3 The Transmission Company may resubmit to the SAA the Applicable Balancing Services Volume Data in respect of any BM Unit and Settlement Period within a Settlement Day (originally sent under paragraph 6.4.1) at any time prior to the Final Reconciliation Settlement Run for such Settlement Day and the SAA shall correct such data in the Settlement Run following such resubmission.

6.4.4 For the avoidance of doubt, in respect of each Settlement Period and each BM Unit, volumes of Active Energy contained in the Applicable Balancing Services Volume Data sent pursuant to this paragraph 6.4 shall not include or be included in any volumes of Active Energy contained in Acceptance Data in respect thereof.

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6.4.5 If the Lead Party notifies the Transmission Company in writing that it does not wish any volumes of Active Energy to be submitted in respect of a BM Unit for which it is Lead Party pursuant to this paragraph 6.4 with effect from an effective date specified in such notice (which date may not be earlier than 5 days after the Transmission Company receives such notice):

(a) the Transmission Company shall notify BSCCo in writing; and

(b) the Applicable Balancing Services Volume Data sent by the Transmission Company in respect of that BM Unit shall be set to zero by the Transmission Company in respect of each Settlement Day with effect from the specified effective date until such time as the Lead Party informs the Transmission Company in writing that such notice is to be withdrawn.

6.4.6 The obligations of the Transmission Company to send data under this paragraph 6.4 in respect of Settlement Periods and Settlement Days, and the use of such data in the determination of Trading Charges in respect of Settlement Days in accordance with the provisions of Section T, shall apply in respect of each Settlement Period and Settlement Day from the time when this paragraph 6.4 comes into effect.

6.5 Supplemental Balancing Reserve

6.5.1 Until such time as the Panel confirms that the BMRA and SAA are capable of determining SBR Actions, the Transmission Company shall:

(a) in respect of an Offer accepted by the Transmission Company relating to SBR, send a copy of the relevant SBR Notice, as described in paragraph 6.5.2, to BSCCo; and

(b) in respect of each Settlement Period affected by an SBR Action, submit to BSCCo any revisions to Bid-Offer Data, Acceptance Data and Balancing Services Adjustment Data that the Transmission Company intends to submit, or has already submitted, to SAA for use in the next Settlement Run,

in accordance with BSCP18.

6.5.2 An SBR Notice shall comprise the following:

(a) the Bid-Offer Acceptance Number; and

(b) the relevant BM Unit identifier.

6.6 Outages

6.6.1 Where the Transmission Company is required to submit data by or within a specified period pursuant to this paragraph 6, such period shall be automatically extended by the period of any relevant Outage, and the Transmission Company shall submit relevant data in accordance with this paragraph 6 for the period of such Outage as soon as reasonably practicable after the end of such Outage.

6.7 Static Function Loss of Load Probability

6.7.1 The Transmission Company shall send any Loss of Load Probability function calculated in accordance with the Loss of Load Probability Calculation Statement to the BMRA not less than three months before it is due to take effect.

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6.7.2 Not later than 15 minutes following Gate Closure for each Settlement Period, the Transmission Company shall send to the BMRA the Final Loss of Load Probability value applicable to the relevant Settlement Period calculated in accordance with the Static LoLP Function Methodology.

6.7.3 Paragraph 6.7 shall cease to have effect for all Settlement Periods occurring on or after 00:00 on 1 November 2018.

6.8 Dynamic Function Loss of Load Probability

6.8.1 With effect from 00:00 on 1 November 2018 and for all Settlement Periods thereafter, the Transmission Company shall:

(a) calculate Indicative Loss of Load Probability values in accordance with the Dynamic LoLP Function Methodology at the following times:

(i) in relation to paragraph 6.8.2, at 1200 hours on each calendar day; and

(ii) in relation to paragraph 6.8.3, at 8 hours, 4 hours and 2 hours prior to the beginning of the Settlement Period for each Settlement Period during each Settlement Day;

(b) calculate the Final Loss of Load Probability value for each Settlement Period in accordance with the Dynamic LoLP Function Methodology at the same time as Gate Closure for each Settlement Period.

6.8.2 Not later than 15 minutes following the calculation time set out in paragraph 6.8.1(a)(i), the Transmission Company shall send to the BMRA the Indicative Loss of Load Probability values applicable to all Settlement Periods for which Gate Closure has not yet passed occurring within the current Operational Day and the following Operational Day.

6.8.3 Not later than 15 minutes following the calculation time set out in paragraph 6.8.1(a)(ii), the Transmission Company shall send to the BMRA the Indicative Loss of Load Probability values applicable to each relevant Settlement Period.

6.8.4 Not later than 15 minutes following the calculation time set out in paragraph 6.8.1(b), the Transmission Company shall send to the BMRA the Final Loss of Load Probability values applicable to the relevant Settlement Period.

6.9 Demand Control Instructions

6.9.1 In this paragraph 6.9:

(a) times by which the Transmission Company is to send data to the BMRA are target times, which the Transmission Company is expected to meet unless abnormal circumstances prevent it from doing so; and

(b) capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code.

6.9.2 For the purposes of paragraph 6.9, a Demand Control Event shall be:

(a) a demand disconnection instructed by the Transmission Company;

(b) a voltage reduction instructed by the Transmission Company; and/or

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(c) an automatic low frequency Demand Disconnection,

in each case as set out in OC6 of the Grid Code.

6.9.3 In respect of each Demand Control Event, not later than 15 minutes after the commencement of a Demand Control Event the Transmission Company shall send to the BMRA the following:

(a) the unique identification number for that Demand Control Instruction;

(b) the relevant stage number for the Demand Control Event Stage (which, for the purposes of this paragraph, shall be the first Demand Control Event Stage);

(c) the Demand Control Event type flag;

(d) the Demand Control Event Start Point;

(e) where known, the Distribution System Operator instructed;

(f) the Demand Control Event Estimate in MW based on the total Demand Control Level anticipated to be delivered; and

(g) a SMAF Flag.

6.9.4 Not later than 15 minutes after the Transmission Company has issued an updated Demand Control Instruction, the Transmission Company shall send to the BMRA the following:

(a) the relevant Demand Control Instruction identification number;

(b) the updated sequential Demand Control Event Stage number;

(c) the Demand Control Event type flag;

(d) the time and date of the additional Demand Control Instruction;

(e) where known, the Distribution System Operator instructed;

(f) the Demand Control Event Estimate in MW based on the total additional Demand Control Level anticipated to be delivered during the stage being reported; and

(g) a SMAF Flag.

6.9.5 Not later than 15 minutes after the end of a Demand Control Event, the Transmission Company shall send to the BMRA the following:

(a) the Demand Control Instruction identification number; and

(b) the Demand Control Event End Point.

6.9.6 For the purposes of the Code, a Demand Control Impacted Settlement Period shall be:

(a) each Settlement Period that corresponds with:

(i) any Demand Control Event Start Point; or

(ii) any Demand Control Event End Point; or

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(b) any intervening Settlement Period(s).

6.9.7 As soon as reasonably practical after receipt, the BMRA shall send each Demand Control Event Notice to the SVAA, the SAA and the CDCA.

7. MANIFEST ERRORS

7.1 Meaning of Manifest Error

7.1.1 For the purposes of this Section Q:

(a) there is a "**Manifest Error**" in a Bid-Offer Pair or an Acceptance where and only where:

(i) in relation to a Bid-Offer Pair, there was a manifest error on the part of the Lead Party of a BM Unit in the Offer Price and/or the Bid Price associated with a Bid-Offer Pair relating to that BM Unit which has been accepted by the Transmission Company;

(ii) in relation to an Acceptance and one or more of the Bids or Offers thereby accepted, the acceptance of such Bid(s) or Offer(s) was a manifest error on the part of the Transmission Company;

(b) for the purposes of paragraph (a) an error will be considered manifest only where it is self-evidently an error;

(c) in relation to a claim of Manifest Error:

(i) an "**Error Bid-Offer Pair**" is the Bid-Offer Pair referred to in paragraph (a)(i) or (as the case may be) a Bid-Offer Pair which included one of the accepted Bid(s) or Offer(s) referred to in paragraph (a)(ii);

(ii) the "**relevant**" Acceptance is the Acceptance by which the Error Bid-Offer Pair(s) were accepted, and references to the Bid-Offer Acceptance Time shall be construed accordingly;

(iii) the "**relevant**" Settlement Period is the Settlement Period to which the Error Bid-Offer Pair relates;

(iv) references to the Lead Party are to the Lead Party of the BM Unit for which the Error Bid-Offer Pair(s) were submitted.

7.2 Claiming Manifest Errors

7.2.1 Where a Party considers that it has made a Manifest Error in a Bid-Offer Pair, such Party may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than 4 hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to the Transmission Company, identifying the Error Bid-Offer Pair.

7.2.2 Where the Transmission Company considers that it has made a Manifest Error in an Acceptance, the Transmission Company may, subject to paragraph 7.2.3, as soon as reasonably practicable after becoming aware of the error and in any event no later than 4

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hours after the Bid-Offer Acceptance Time, make a claim to that effect by giving notice of such claim to BSCCo, which notice the Transmission Company shall also copy promptly to the Lead Party, identifying:

(a) each Error Bid-Offer Pair; and

(b) the relevant Acceptance, by specifying:

(i) subject to paragraph (ii), the Bid-Offer Acceptance Number;

(ii) where (at the time at which the Transmission Company gives such notice) the Bid-Offer Acceptance Number is not available to the Transmission Company (or no such number has been established), the Acceptance Data specified in paragraphs 5.3.1 (a) and (c).

7.2.3 Where a Party makes a claim of Manifest Error, such Party shall pay a fee to BSCCo the amount of which (for each such claim) shall be £5,000, or such other amount as the Panel may from time to time, after consultation with Parties, determine upon not less than 30 days notice to Parties; which fee shall not be reimbursed in any circumstances.

7.3 Flagging Manifest Errors

7.3.1 Where a Party gives notice of a claim of Manifest Error to the Transmission Company under paragraph 7.2.1, the Transmission Company shall within 15 minutes after receiving such notice forward the notice to BSCCo.

7.3.2 At the same time as giving notice (under paragraph 7.2.2 or 7.3.1) of a claimed Manifest Error, the Transmission Company shall ensure that a manifest error notice is posted on the BMRS, specifying the identity of the BM Unit, the relevant Settlement Period(s) and the Bid Price or Offer Price to which the claimed error relates.

7.4 Determination of Manifest Errors

7.4.1 The Panel shall consider claims of Manifest Error in accordance with this paragraph 7.4.

7.4.2 For the avoidance of doubt the Panel may establish or appoint a Panel Committee to discharge its functions under this paragraph 7; 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.

7.4.3 Where a claim of Manifest Error is made:

(a) the Panel Secretary shall arrange for the claim to be placed on the agenda of a meeting of the Panel (consistently with paragraph (c)), and shall request:

(i) the Party claiming the error to provide evidence and information supporting its claim;

(ii) the Transmission Company or the Lead Party (whichever is not the Party claiming the error) to provide comments in relation to the claim;

(iii) the Transmission Company to provide such information as the Panel Secretary considers may be required under paragraph 7.5.2(c);

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(b) the Panel shall determine in its opinion whether there was a Manifest Error and (if so) what adjustments are to be made in accordance with paragraph 7.5;

(c) the Panel shall wherever practicable consider the claim in time for any such adjustments to be taken into account in the Initial Settlement Run;

(d) if the Lead Party claims a payment under paragraph 7.6.1, the Panel shall determine in its opinion what is the error compensation amount under paragraph 7.6;

(e) the Panel Secretary shall notify the Panel's determinations to the Transmission Company and all Trading Parties;

(f) BSCCo shall give such instructions to the SAA and FAA as are necessary to give effect to any such adjustments and payments;

(g) the fee under paragraph 7.2.3 shall be invoiced as and included in determining BSCCo Charges for the relevant Party for the next month for which BSCCo Charges are invoiced following the notification of the Panel's determination under paragraph (e), and paid accordingly.

7.4.4 The determination of the Panel (or any Panel Committee established or appointed under paragraph 7.4.2) as to whether there was a Manifest Error, and (if so) what adjustments are to be made under paragraph 7.5 and (if claimed) the amount of the error compensation amount to be paid under paragraph 7.6, shall be final and binding on all Parties.

7.5 Adjustments to Bid or Offer Price

7.5.1 Where the Panel determines that there was a Manifest Error, the Bid Price and Offer Price of each Error Bid-Offer Pair shall be adjusted (so that such Bid-Offer Pair shall be treated as if made at the adjusted Bid Price and Offer Price), for all purposes of Settlement, in accordance with paragraph 7.5.2.

7.5.2 For the purposes of paragraph 7.5.1:

(a) the Panel shall determine (in its opinion) in consultation with the Transmission Company:

(i) what other Bid-Offer Pairs (submitted by any Party) were available to, and not already accepted by, the Transmission Company at the Bid-Offer Acceptance Time;

(ii) which of those other Bid-Offer Pairs would (in the circumstances which gave rise to the Transmission Company accepting the Error Bid-Offer Pair(s), and having regard to the principles on which the Transmission Company generally selects Bid-Offer Pairs for acceptance) have been accepted by the Transmission Company, at the Bid-Offer Acceptance Time, if it had not accepted (by the relevant Acceptance) the Error Bid-Offer Pair;

(iii) the Bid Price or Offer Price of such Bid-Offer Pair (or where it determines that more than one would have been accepted, the average of such prices, weighted according to the quantities (in MWh) of each which would have been accepted)

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(and for these purposes it shall be assumed that one or more of the Bid/Offer Pairs referred to in paragraph (a)(i) would have been so accepted);

(b) both the Bid Price and the Offer Price of the Error Bid-Offer Pair shall be adjusted to be equal to the price determined under paragraph (a)(iii);

(c) the Transmission Company shall provide to the Panel all such information as the Panel may reasonably require to enable it to determine the matters in paragraph (a).

7.6 Error compensation amount

7.6.1 Where the Panel determines that there was a Manifest Error, the Lead Party may, within the period of 5 Business Days commencing on the Business Day after the Panel determined the adjustment under paragraph 7.5.2, submit to BSCCo a claim for payment of an error compensation amount to be determined in accordance with this paragraph 7.6.

7.6.2 For the purposes of this paragraph 7, in relation to an Acceptance of an Error Bid-Offer Pair:

(a) the "**error compensation amount**" shall be an amount determined as:

$$\max\{(A - B), 0\}$$

where

A is the amount of the Avoidable Party Costs of the Lead Party in relation to the changes in Exports and/or Imports determined by the Panel under paragraph 7.6.3(a);

B is an amount determined as:

$$(MECQ^{n}_{ij} * P^{n}_{ij});$$

where P^{n}_{ij} is the adjusted Offer Price or Bid Price (being the same price, in accordance with paragraph 7.5.2(b)) of the Error Bid-Offer Pair in accordance with paragraph 7.5.1;

(b) the "**error compensation volume**" ($MECQ^{n}_{ij}$) is the quantity (in MWh) determined by the Panel under paragraph 7.6.3(b), subject to paragraph (c);

(c) for the purposes of paragraph (b):

(i) $MECQ^{n}_{ij}$ shall be negative where it represents an increase in net Imports or a reduction in net Exports, and otherwise positive;

(ii) the value of $MECQ^{n}_{ij}$ shall not exceed the algebraic sum of the Period Accepted Offer Volume and Period Accepted Bid Volume for all Acceptances relating to the Error Bid-Offer Pair;

(iii) the magnitude of $MECQ^{n}_{ij}$ shall not exceed the magnitude of the amount claimed by the Lead Party under paragraph 7.6.3(a).

7.6.3 Where the Lead Party submits a claim under paragraph 7.6.1, the Panel shall determine, in its opinion:

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(a) what changes in Exports and/or Imports of the BM Unit during the relevant Settlement Period resulted from action taken by the Lead Party for the purposes of complying (in accordance with the Grid Code) with the relevant Acceptance; and

(b) what is the net quantity (in MWh) of such changes in Exports or Imports of the BM Unit for such Settlement Period.

7.6.4 For the purposes of this paragraph 7.6:

(a) the Lead Party shall, at the time at which it submits its claim under paragraph 7.6.1, provide a statement to the Panel of the changes which the Lead Party considers to be the changes described in paragraph 7.6.3(a), and the quantity which the Lead Party considers to be the net quantity described in paragraph 7.6.3(b), and shall provide such other information as the Panel may reasonably request for the purposes of determining the matters in paragraphs 7.6.3(a) and (b);

(b) the Lead Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs;

(c) the Transmission Company and each Distribution Company shall provide such information as the Panel may reasonably request for the purposes of determining the error compensation volume.

7.6.5 Where the Lead Party has submitted a claim in accordance with paragraph 7.6.1, subject to the provisions of the Code:

(a) the Lead Party shall be entitled to be paid by the BSC Clearer the error compensation amount, together with compound interest calculated by applying the Base Rate on a daily basis on the error compensation amount from the Initial Payment Date for the relevant Settlement Period to (but not including) the date (if later) when such payment is made;

(b) in the case of a Manifest Error (on the part of the Transmission Company) in an Acceptance, the Transmission Company shall be liable to pay to the BSC Clearer an amount equal to the amount payable to the Lead Party under paragraph (a);

(c) in the case of a Manifest Error (on the part of the Lead Party) in a Bid/Offer Pair, each Trading Party (including the Lead Party) shall be liable to pay to the BSC Clearer its Party Daily Reallocation Proportion (for the Settlement Day which included the relevant Settlement Period) of the amount payable to the Lead Party under paragraph (a); and

(d) the amounts of the entitlements and liabilities under paragraphs (a) to (c) shall be Ad-hoc Trading Charges for the purposes of Section N6.9.

7.6.6 The Implementation Date for the application of compound interest pursuant to paragraph 7.6.5(a) shall be the Go-live Date.

8. COMPENSATION FOR OUTAGES

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8.1 General

8.1.1 For the purposes of this paragraph 8:

(a) an "**outage compensation period**" is:

(i) the period of any Outage, where the Transmission Company gave notice (pursuant to BC1.4.1(c) or BC2.9.7.2 of the Grid Code) of less than 12 hours of the commencement of such Outage, or gave notice thereof after such commencement; or

(ii) irrespective of the period of notice given of the Outage, the period (if any) of an Outage which falls more than 2 hours after the commencement of the Outage;

(b) a "**relevant**" Settlement Period is a Settlement Period for which Gate Closure fell within the outage compensation period.

8.1.2 For the avoidance of doubt, this paragraph 8 shall not apply by reason only of any Outage or other withdrawal, failure or breakdown of any system which does not affect the communication of Physical Notifications.

8.1.3 If any dispute arises in connection with this paragraph 8 as to the time of commencement of an Outage, or the period of such an Outage, the Panel shall determine the matter in dispute after consultation with the Transmission Company and the Party raising the dispute, and the Panel's determination shall be final and binding for the purposes of this paragraph 8.

8.2 Claim for compensation following unplanned outage

8.2.1 Subject to the provisions of the Code, following an outage compensation period, a Party which:

(a) is the Lead Party of any BM Unit(s); and

(b) considers:

(i) it suffered (consistent with the matters set out in paragraph 8.2.5) a material loss, which it could not reasonably have avoided, as a result of its inability to submit Physical Notifications during an outage compensation period; or

(ii) where a Metered Volume Reallocation Notification(s) is in force for any BM Unit(s), that collectively it and all Subsidiary Parties in relation to any BM Unit ("**relevant**" Subsidiary Parties for the purposes of this paragraph 8) suffered (consistent with the matters set out in paragraph 8.2.5) a net material loss, which could not reasonably have been avoided, as a result of its inability to submit Physical Notifications during an outage compensation period,

may, within the period of 10 Business Days after the end of the compensation outage period, submit to BSCCo a claim for payment of compensation to be determined in accordance with this paragraph 8.2.

8.2.1A The Party shall, at the time at which it submits a claim under paragraph 8.2.1:

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(a) provide a statement and explanation of the basis on which it considers that it has or it and all relevant Subsidiary Parties have suffered such a loss as is referred to in paragraph 8.2.1; and

(b) for each Metered Volume Reallocation Notification(s) in force for any relevant BM Unit(s) provide:

(i) the MVRNA Authorisation under which it is given (thereby identifying the BM Unit, the Lead Party and relevant Subsidiary Party and the Subsidiary Energy Account to which it relates); and

(ii) for each relevant Settlement Period, the quantity of Active Energy and the percentage (either of which may be zero) of BM Unit Metered Volume allocated to each Subsidiary Energy Account in accordance with Section P3.3.

8.2.2 The Panel will not consider a claim by a Party for compensation under this paragraph 8.2 unless the Party's submission under paragraph 8.2.1 demonstrates (but without prejudice to what the Panel determines under paragraph 8.2.4), to the reasonable satisfaction of the Panel, that it and any relevant Subsidiary Party suffered such a loss as is referred to in paragraph 8.2.1(b).

8.2.3 For the purposes of this paragraph 8.2:

(a) the Party shall provide such other information as the Panel may reasonably request by way of justification of what is claimed in the Party's statement or otherwise for the purposes of the Panel's determination of such matters;

(b) a relevant Subsidiary Party shall provide such other information as the Panel may reasonably request by way of justification of what is claimed in the Party’s statement or otherwise for the purposes of the Panel’s determination of such matters;

(c) to the extent required by the Panel, the Party shall comply with the requirements of Section G2.2.1 in relation to determination of Avoidable Costs for its BM Units; and

(d) the Transmission Company and each Distribution Company shall provide such information as the Panel may reasonably request for the purposes of determining the matters in paragraph 8.2.

8.2.4 Where the Panel determines (in accordance with paragraph 8.2.2) to consider the Party's claim, the Panel shall determine, in its opinion, the amount of the loss:

(a) which was suffered by the Party and any relevant Subsidiary Party; and

(b) which the Party and any relevant Subsidiary Party could not reasonably have avoided,

as a result of the Party's inability to submit or resubmit Physical Notifications during the outage compensation period.

8.2.5 In determining the amount (if any) of the loss suffered by a Party and any relevant Subsidiary Party, and whether and the extent to which the Party and any relevant

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Subsidiary Party could reasonably have avoided such loss, the Panel shall have regard to the following:

(a) whether and the extent to which, in the opinion of the Panel, the net financial position of the Party together with all relevant Subsidiary Parties, in respect of Trading Charges, was worse than the net financial position of the Party together with all relevant Subsidiary Parties, in respect of Trading Charges and Avoidable Costs, would have been if the Party had been able to submit or resubmit Physical Notifications during the outage compensation period; where Avoidable Costs refers to Avoidable Costs which would have been incurred in respect of changes which would (if the Party had so been able) have occurred in Exports and/or Imports of the BM Units of which the Party is Lead Party; and

(b) whether and the extent to which, in the opinion of the Panel, the Party acted reasonably and prudently in making commitments which resulted in notification of Energy Contract Volumes relating to relevant Settlement Periods, and otherwise in its operations under the Grid Code and the Code;

and the Panel shall disregard costs and losses (including in respect of amounts payable in respect of such commitments as are referred to in paragraph (b)) other than those referred to in paragraph (a).

8.3 Compensation entitlements

8.3.1 Where a Party has submitted a claim for compensation in accordance with paragraph 8.2:

(a) that Party and any relevant Subsidiary Party shall be informed of the Panel's determination under paragraph 8.2.4;

(b) that Party shall be entitled to be paid by the BSC Clearer the amount (if any) determined in accordance with paragraph 8.2.4, together with compound interest calculated at the Base Rate on such amount on a daily basis from the Initial Payment Date for the Settlement Period in which the outage compensation period ended to (but not including) the date (if later) when such payment is made;

(c) the Transmission Company shall be liable to pay to the BSC Clearer an amount equal to the amount payable under paragraph (a);

(d) such entitlements and liabilities shall be Ad-hoc Trading Charges for the purposes of Section N6.9; and

(e) BSCCo shall give such instructions to the FAA as are necessary to give effect to the payment of such Ad-hoc Trading Charges.

8.3.2 The Implementation Date for the application of compound interest pursuant to paragraph 8.3.1(b) shall be the Go-live Date.

9. NOT USED

10. NOT USED

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11. SUBMISSION OF INSIDE INFORMATION DATA

11.1 Application

11.1.1 For the purposes of the Code, references in this paragraph 11 to a Party shall be construed as a reference to a Party which is a Market Participant in the Wholesale Energy Market in possession of Inside Information Data.

11.2 Inside Information Data

11.2.1 A Party may submit Inside Information Data to the BMRA via the BSC Website provided that the submission shall comply with the requirements of paragraph 11.2.3.

11.2.2 Inside Information Data shall be submitted by an authorised person previously approved or a delegate otherwise approved in accordance with BSCP38.

11.2.3 An Inside Information Data submission shall contain the following data items, where applicable:

(a) a message heading summarising the contents of the message;

(b) the type of event to which the message refers;

(c) the date and time that the message was published;

(d) the asset (e.g. a BM Unit) to which the message refers;

(e) whether the asset to which the message refers is a generation, demand, transmission or distribution asset;

(f) the Market Participant to which the asset belongs (e.g. the Lead Party of the relevant BM Unit);

(g) the area of Great Britain that the asset lies in;

(h) if applicable, the fuel type of the asset at the time of the event to which the message refers;

(i) the normal operating capacity of the asset at the time of the event to which the message refers (in MW);

(j) the available operating capacity of the asset during the event to which the message refers (in MW);

(k) the date and time that the event commenced or is expected to commence;

(l) the date and time that the event concluded or is expected to conclude;

(m) where applicable, the anticipated uncertainty in the expected commencement and/or conclusion time;

(n) the cause of the event to which the message refers;

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(o) the status of the event (e.g. whether the event is still on-going, has concluded or has been cancelled); and

(p) where applicable, any further information that the participant deems necessary.

11.2.4 Without prejudice to the generality of Section V, paragraph 1.1.4, each Party acknowledges and agrees that no Party shall have any claim or entitlement against BSCCo (including its agents), BSC Agents, the Transmission Company or any other Party in respect of the availability, non-availability, accuracy, inaccuracy, completeness or incompleteness of the Inside Information Data published on the BMRS from time to time and nothing in the Code shall operate to relieve a Party, where applicable, from its obligations and responsibilities pursuant to REMIT.

11.3 Submission of Data by BSCCo

11.3.1 BSCCo shall send to the BMRA all Inside Information Data described in paragraph 11.2.3 that it receives from time to time from a Market Participant, as soon as reasonably practicable after receipt taking into account any technical constraints.

11.4 Submission of Data by Non-Parties

11.4.1 BSCCo shall ensure that any non-Party wishing to submit Inside Information Data to the BMRS:

(a) undergoes a relevant authorisation process; and

(b) complies with the requirements set out in this Section Q.

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